



AGENDA

REGULAR SESSION

MONDAY, SEPTEMBER 12, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE KEVIN VANBOXELL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES

PRESENTATION

- Beautification Awards – Wyandotte Beautification Commission

UNFINISHED BUSINESS

COMMUNICATIONS MISCELLANEOUS

1. J.P. Karas – McKinley School Site Redevelopment

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

2. City of Wyandotte’s Guide to Development & Doing Business – RRC Program
3. Municipal Services – Fiscal 2017 Budget – Electric, Water and Telecommunications
4. 2017 Yack Arena Rental Contracts – Spring Fling, Koller Wedding Reception, Guru Purnima
5. 81 Chestnut Lease Agreement – Downriver Council for the Arts
6. City Hall Placemaking Design Build Project Bids
7. Special Event Applications:
 - a. 2016 Rosary Rally
 - b. Turn the Town Teal
8. Hiring – Code Compliance Official, R. Keehn
9. Demolition Bids – 1405 22nd Street
10. Adopt-A-Lot – 80 Chestnut
11. Sale of City-Owned Property – Former 2031-2035 3rd Street
12. City Purchase – 453 Pine

REPORTS & MINUTES

City Council	August 29, 2016
Brownfield Redevelopment Authority	August 16, 2016
Daily Cash Receipts	August 31, 2016
Fire Commission	August 9, 2016
Municipal Service Commission Regular & Working Sessions	August 24 & September 7, 2016
Planning Commission	August 18, 2016
Police Commission	August 23, 2016
Recreation Commission	August 16, 2016
Tax Increment Finance Authority	August 16, 2016

BILLS & ACCOUNTS

CITIZENS PARTICIPATION

RECESS & RECONVENE

HEARINGS

- Budget Hearing: 2017 Fiscal Year
- Show Cause Hearing: 517 Riverbank

FIRST READING OF AN ORDINANCE

- #1430: 2017 Fiscal Year Budget Ordinance
- #1431: Zoning Ordinance Amendment – 828 4th Street, RT to RM-1A

RESOLUTIONS

ADJOURNMENT

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
TREASURER



JOSEPH R. PETERSON
MAYOR

COUNCIL

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

TO: Beth Lekity
Deputy City Clerk

FROM: Julie Sadlowski
Office of the Mayor & City Council

DATE: July 25, 2016

SUBJECT: Presentation at 9/12/16 Council Meeting

Monday, September 12, 2016

**Presentation of Beautification Awards by the Wyandotte
Beautification Commission**

Please place this item at beginning of the agenda as you have so kindly done in the past. Feel free to contact me at Ext. 4544 if you have any questions.

Thank you.

J.P. Karas
2614 12th Street
Wyandotte, Michigan
48192

August 30, 2016

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

Dear Mayor and Council,

The verbal comments made by City Assessor Woodruff at the Council Meeting of 8/29/16 concerning the McKinley Property and Senior Housing in general caught me by surprise and I respectfully ask for clarification, guidance and direction concerning the comments made;

Has the City of Wyandotte established a Department of Senior Housing that falls under the oversight of our City Assessor? I see no reason why anyone interested in senior housing would inquiry to the Assessor's office unless such a department was formed. I realize that inquiries by taxpayers, both senior and non-senior, should be directed to the City by way of the Assessor's office for relief or adjustment of property taxes for hardship or other reasons. The rationale to conclude that Wyandotte does not have a need for senior housing based on the fact that the assessor received no calls concerning senior housing seems terribly flawed. There is a possibility that senior housing procurement is not a duty of the city assessor and is the reason calls were not received. In the event I am incorrect was that an appointed position, was a special election held and was a charter revision necessary?

When scheduling an event or ice rentals at the Yack, booking a tee time, requesting a booth at the art fair, applying for a permit, sign up for utilities or cable, purchase a city lot, or request or apply for numerous other city perks, should the Assessor be notified or will we risk the loss of all these city services and benefits?

I have gone to the extreme to make my point but the Council has an opportunity to improve the quality of life for all in our City, to pass on a project of this magnitude is a show of extreme fiscal irresponsibility by some members of council. McKinley-Sell It Now.

Respectfully,


J.P. Karas

RECEIVED

SEP 8 2016

CITY CLERK
CITY OF WYANDOTTE

RESOLUTION

DATE: September 12, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from J.P. Karas regarding the McKinley School Site Redevelopment is hereby received and placed on file.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # 2

ITEM: City of Wyandotte's Guide to Development & Doing Business

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Pursuant to Wyandotte's participation in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Certification (RRC) program, we are submitting the City of Wyandotte's Guide to Development and Doing Business for Council approval. This document has been reviewed by all appropriate departments.

STRATEGIC PLAN/GOALS: We are committed to revitalizing the community through economic development, streamlining government and making government more transparent to its citizens.

ACTION REQUESTED: Adopt a resolution accepting the City of Wyandotte's Guide to Development and Doing Business.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: City Administrator to place copies of Wyandotte's Guide to Development and Doing Business on the City's website.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Concur

MAYOR'S RECOMMENDATION: *Adopt*

LIST OF ATTACHMENTS

1. Guide to Development and Doing Business

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12th, 2016

RESOLUTION by Councilperson _____

WHEREAS, the MEDC has developed a program for certifying Redevelopment Ready Communities, and the City of Wyandotte desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and

WHEREAS, the City of Wyandotte has engaged in the MEDC Redevelopment Ready Communities Program, in order receive Redevelopment Ready Communities Certification from the MEDC.

NOW, THEREFORE, BE IT HERBY RESOLVED, that the City of Wyandotte, Michigan through its City Council, accepts the Guide to Development and Doing Business as written.

I move the adoption of the foregoing resolution.

MOTION by
Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Van Boxell

GUIDE TO DEVELOPMENT & DOING BUSINESS



9/12/2016

CITY OF WYANDOTTE, MICHIGAN

A guide for developers, property owners, merchants, tenants and other stakeholders.

INTRODUCTION

Our Guide to Development includes a detailed overview about how to open a business and the development review process in the City of Wyandotte, Michigan. The document explains the review process, policies, steps, and other relevant information for business owners and developers. Links to our website are provided throughout the document for easy access to forms, applications, and additional information. Please refer to the table of contents on the following page for information on specific topics of interest to you. Furthermore, the document includes contact information for appropriate staff members, organized by topic, including the name, phone number, and e-mail address for each of these staff members.

This guide is general and does not remove the responsibility of an investor to speak with staff or retain outside professional guidance. Each case is unique and may require modification of the general process. Our website, www.wyandotte.net, provides accessible forms and documents, program descriptions and links to outside sources that business owners will find helpful. The success of commercial development depends upon the cooperation and shared vision between businesses and other organizations that call Wyandotte home. This information is designed to help the property owner, merchant, and restaurateur so they may better understand the unique requirements for doing business in Wyandotte.



TABLE OF CONTENTS

Contact information	6
Boards & Commissions.....	9
Development Review Process.....	10
Timeline for Approval.....	11
General Information	12
Land Use Matrix	14
Land Use Applications.....	16
Zoning Amendments.....	17
Special Land Use.....	20
Site Plan Review	23
Planned Development District	28
Zoning Variances and Appeals	31
Single-Family Home, Shed, Fence, Deck & Pool Projects.....	34
Commercial Projects.....	41

Residential Rental and Upon Sale Inspections 45

Outdoor Café Seating 46

Signage, Temporary Signs and Banners..... 48

Restaurants/Bars 49

Liquor Licenses 50

Business Licenses 52

Development and Finance Incentive Tools 53

Brownfield Redevelopment Authority 55

Downtown Development Authority 58

Tax Increment Financing Authority 59

Commercial Redevelopment District 60

Commercial Rehabilitation District 63

Neighborhood Enterprise Zone 67

Obsolete Property Rehabilitation Exemption 70

Personal Property Tax Abatement..... 72

Industrial Facilities Exemption74

Michigan Community Revitalization Program77

Special Events79

CONTACT INFORMATION

Wyandotte is the perfect community for businesses of all sizes, from international corporations to the smallest start-ups. We want your business launch to be as smooth as possible. If you're unfamiliar with the City of Wyandotte procedures, we'll guide you through getting the appropriate permits and approvals. For more information on specific topics or departments you may contact the individuals listed below:

BUSINESS ASSOCIATION

The Wyandotte Business Association (WBA) is the not-for profit volunteer-run organization which coordinates Third Fridays in Wyandotte. Contact: 734-324-4514, wba@wyan.org, www.wyandottebiz.org

CITY ADMINISTRATOR

Todd Drysdale, City Administrator, 734-324-4545, tdrysdale@wyan.org

CITY CLERK

Lawrence Stec, Wyandotte City Clerk, 734-324-4560, clerk@wyan.org

DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Joseph Gruber, Downtown Development Authority Director, 734-324-7298, jgruber@wyan.org, www.wyandotte.net/dda

ENGINEERING AND BUILDING

Mark Kowalewski, City Engineer, 734-324-4554, mkowalewski@wyan.org

HEALTH DEPARTMENT

Wayne County Health Department, 734-727-2000

Food licensing information: <http://www.waynecounty.com/hhs/foodlicensing.htm>

INSPECTIONS

Schedule an inspection: 734-324-4551, engineering1@wyan.org

LIQUOR LICENSES

New licenses: Michigan Control Commission, 1-866-813-0011,
http://www.michigan.gov/lara/0,4601,7-154-35299_10570---,00.html

Transfer: Complete the Certificate of Occupancy for Liquor License Transfer found at
<http://www.wyandotte.net/FrontDesk/Forms/LiquorLicenseTransferOrNew.pdf>,
734-324-4551, engineering1@wyan.org

List of escrowed licenses available: <https://www.lara.michigan.gov/llist/>

MASTER PLAN

Engineering and Building Department, City Engineer, 734-324-4554,
mkowalewski@wyan.org

OUTDOOR CAFES

Engineering and Building Department, 734-324-4551 engineering1@wyan.org.

Application: <http://www.wyandotte.net/FrontDesk/FormsOverview.asp>, 734-324-4551,
engineering1@wyan.org Outdoor cafes are covered on page 45 of this guide.

PERMITTING

Engineering and Building Department, 734-324-4551 engineering1@wyan.org

RENTALS

Engineering and Building Department, 734-324-4551 engineering1@wyan.org.

Application: <http://www.wyandotte.net/FrontDesk/Forms/CertificateOfCompliance.pdf>
, 734-324-4551, engineering1@wyan.org

RIGHT-OF-WAY

City: City Permits are required if working in the right-of-way in City Street. Contact the City Engineer at 734-324-4554.

County: County Permits are required if working in the right-of-way of Pennsylvania Road, Northline, Eureka Avenue and Biddle Avenue. Contact Wayne Country Permit Division 734-595-6504 http://www.waynecounty.com/dps/construction_permits.htm

State: State Permits are required if working in the right-of-way of Fort Street (M-85). Contact the State of Michigan, MDOT, Andrea Jones, 313-375-2402, jonesa34@michigan.gov

http://www.michigan.gov/mdot/0,4616,7-151-9625_72410---,00.html

SPECIAL EVENTS OFFICE

Special Events Coordinator, Heather Thiede, 734-324-4502, hthiede@wyan.org

SIGNAGE

Engineering and Building Department, 734-324-4551 engineering1@wyan.org.

The City's Sign Ordinance can be found in the Zoning Ordinance under Appendix A at <http://www.wyandotte.net/Departments/CommunityDevelopment/ZoningOrdinances.asp>
If you have further questions, please contact the Engineering Department at 734-324-4551. Signage is covered on page 48 of this guide.

UTILITIES

Cable/Internet/VIOP Phone: Wyandotte: Wyandotte Municipal Services, 734-324-7100, talk2wms@wyan.org, www.wyan.org

Electricity: Wyandotte Municipal Services, 734-324-7100, talk2wms@wyan.org, www.wyan.org

Natural Gas: DTE Energy, Commercial: 1-800-388-0178, Residential: 1-800-477-4747

Water: Wyandotte Municipal Services, 734-324-7100, talk2wms@wyan.org, www.wyan.org

Sewer: Engineering and Building Department at 734-324-4551 or email at engineering1@wyan.org

ZONING

Engineering and Building Department at 734-324-4551 or email at engineering1@wyan.org

BOARDS AND COMMISSIONS

Board	Responsibility	Meeting Date/ Time/Location
Beautification Commission	Wyandotte Beautification Commission is primarily responsible for landscaping of the downtown district. The Commission also maintains the Wyandotte Community Garden, which is available for rent.	2 nd Wednesday of each month at 6:00 pm City Council Chambers, 3200 Biddle Avenue
Board of Examiners of Electricians	The Board of Examiners of Electricians is a Commission appointed by City Council to settle disputes between citizens and the Electrical Inspector over an interpretation of the Code.	Meetings are scheduled as needed in the Engineering Conf. Room, 3200 Biddle Avenue
Board of Examiners of Plumbers	The Board of Examiners of Plumbers is a Commission appointed by Council to settle disputes between citizens & the Plumbing Inspector over code interpretation.	Meetings are scheduled as needed in the Engineering Conf. Room, 3200 Biddle Avenue
City Council	Governing elected legislative body with the authority to pass municipal ordinances, budgets & various other duties.	Mondays at 7:00 pm City Council Chambers, 3200 Biddle Avenue
Design Board Review	The Design Board Review Committee reviews facades/awnings/signs changes for the specified Design Review area from Van Alstyne to 3rd Street/Eureka to Ford.	Meetings are scheduled on Tuesdays at 11:30 am as needed in the Engineering Conf. Room, 3200 Biddle Avenue
Downtown Development Authority (DDA)	Develops programs, projects and events aimed at improving the downtown district: New business development, business recruitment and retention, downtown beautification, events and public improvements.	2 nd Tuesday of each month at 8:30 pm City Council Chambers, 3200 Biddle Avenue
Planning Commission (PC)	Creates and updates the Master Plan and reviews rezoning requests, site plans, subdivisions, special use permits and other land use applications.	3 rd Thursday of each month at 6:30 pm City Council Chambers, 3200 Biddle Avenue
Zoning Board of Appeals (ZBA)	Interprets and grants variances from provisions of the Zoning Ordinance; conducts hearings and resolves disputes regarding decisions of the Zoning Official.	1 st Wednesday of each month at 6:30 pm City Council Chambers, 3200 Biddle Avenue

DEVELOPMENT REVIEW PROCESS

The following pages outline the development review process. The guide describes the relevant reviewing bodies for planning and development projects in the City and includes estimated timelines for such proposals. It outlines the planning and zoning approval process and the applications and other materials needed. This is followed by an overview of the approval process of other permits and licenses necessary throughout the development project.

In addition, the document includes business assistance information and the review process for Tax Increment Financing, Personal Property Tax Abatement, Brownfield and Commercial Facilities Exemption applications and other financial incentives offered by the City of Wyandotte.



TIMELINE FOR APPROVAL

The timeline for reaching a decision for each development application depends on the schedule of the reviewing board and/or commission, public notice requirements, as well as the types of development review(s) required. Generally approvals for the following boards are as follows:

City Council: Meets weekly with the exception of election days or holidays. To be placed on the agenda, information must be received no later than 4:00 pm the Thursday prior to the Monday meeting.

Board of Examiners of Electricians: Meets as needed. Approximately two (2) weeks to schedule a meeting.

Board of Examiners of Plumbers: Meets as needed. Approximately two (2) weeks to schedule a meeting.

Design Review Board: Meets as needed. Approximately ten (10) days to schedule a meeting.

Downtown Development Authority: Meets monthly. To be placed on the agenda, information must be received no later than 5:00 pm on the Thursday prior to the Tuesday meeting.

Planning Commission: Meets monthly. Approximately three (3) weeks to schedule a meeting if the item does not require a public hearing. Approximately 1 month to schedule a meeting if the item requires a public hearing.

Zoning Board of Appeals: Meets monthly. Approximately three (3) weeks to schedule a meeting if the item does not require a public hearing. Approximately 1 month to schedule a meeting if the item requires a public hearing.

GENERAL INFORMATION

FEE SCHEDULE

Fees associated with community and economic development may be found on our website at the following link:

<http://www.wyandotte.net/Departments/CommunityDevelopment/EDAdminFeesSchedule.pdf>

MASTER PLAN

The Master Plan is the primary tool for making decisions that affect the future land use of the community. It is a broad based policy document for the physical, economic and social development as it relates to land use and has a long-range vision providing a coordinated approach to making important decisions.

Prospective developers should review the Master Plan to understand how their proposed project fulfills the goals of the Plan.

Master Plan:

<http://www.wyandotte.net/Departments/Engineering/PDF/MasterPlan.pdf>

ZONING ORDINANCE

The Zoning Ordinance is the most common and often used way of regulating the use of land. Land use type, building size and location, screening, landscaping, access, design standards and signage are described in the ordinance. The purpose of the Zoning Ordinance is to carry out the land use vision of the City of Wyandotte Master Plan. Consulting the Zoning Map and Ordinance should be the first step in any development/redevelopment of any property.

Zoning Map:

<http://www.wyandotte.net/Departments/Engineering/ZoningMap.pdf>

Zoning Ordinance:

<http://www.wyandotte.net/Departments/CommunityDevelopment/ZoningOrdinances.asp>

NOTIFICATION PROCEDURES

For those development review processes which require a public hearing, the following notification requirements are outlined by the Michigan Zoning Enabling Act (PA 110 of 2008, as amended).

A notice shall be published in a newspaper of general circulation and mailed or hand-delivered to all persons owning property and occupants of property within 300 feet of the boundary of the property proposed for which approval is requested at least fifteen (15) days before the hearing.

The notice shall:

- Describe the nature of the request.
- Identify any property that is subject of the request, including all street addresses contained upon the property or other means of parcel identification.
- State when and where the request will be considered.
- Indicated when and where written comments will be received concerning this request.

LAND USE MATRIX

RA	RT	RM-1	RM-1A	RM-2	RM-3	RU	O-S	B-1	CBD	B-2	I-1	I-2	I-3	IRO	P-1	PD	BUILDING USE
																	Art gallery
																	Automotive service center
																	Bars
																	Bed & breakfast
																	Beauty shop/hair/barber
																	Business Services
																	Business Services for convenience of Industrial uses
																	Car Wash
																	Church
																	Colleges, universities, business or trade schools
																	Drive-thru establishments
																	Extended care/nursing facility/convalescent homes
																	Financial institution
																	Funeral home
																	Health clubs/commercial recreation establishment
																	Hospital
																	Hotel
																	Housing (Single family)
																	Housing (Multi-family)
																	Housing (Multi-family units within a building which also contains one or more of the principal uses permitted in the district)
																	Manufacturing facility (See Zoning ordinance for facility type requirements)
																	Motor vehicle rental
																	Motor vehicle sales
																	Museum
																	Municipal use
																	Office (See Zoning ordinance for specific types permitted)
																	Outdoor café
																	Outdoor car lots
																	Parking lots (developed as an accessory use to serve more than one business)

RA	RT	RM-1	RM-1A	RM-2	RM-3	RU	O-S	B-1	CBD	B-2	I-1	I-2	I-3	IRO	P-1	PD	BUILDING USE
																	Parking lots (available to the general public)
																	Private clubs and lodges
																	Public utility building
																	Radio & television studios and broadcasting facilities
																	Residential Townhouse
																	Restaurant (no alcohol)
																	Restaurant (licensed for the sale of alcoholic beverages)
																	Retail establishments
																	Retail establishments (licensed for the sale of alcohol)
																	Satellite dish antennae
																	Seasonal recreation units
																	Second Floor dwelling
																	Storage facilities/warehousing (See Zoning ordinance for specific requirements)
																	Theatre/Auditorium (place of assembly)
																	Two family dwellings
																	Veterinary clinic



Note: This chart is intended for use as a general guideline and does not include all uses. Refer to the Zoning Ordinance or contact the Engineering and Building Department for clarification.

LAND USE APPLICATIONS

This section is designed to provide a comprehensive overview of each type of land use application. It should be recognized that this overview does not preempt or supersede any part of the City of Wyandotte Zoning Ordinance. The table below demonstrates the role of the various review entities regarding the approval of the various Planning/Zoning Applications outlined in this document.

	Engineering & Building Department Review	Planning Commission Approval	Council Approval	Zoning Board of Appeals	Planning Commission Recommendation
Rezoning	X		X		X
Planned Development	X		X		X
Special Land Use	X	X			
Site Plan	X	X			
Zoning Compliance	X			X	
Variance	X			X	

ZONING COMPLIANCE

Prior to considering any alterations to an existing structure or use, a Zoning Compliance request should be filed with the Engineering and Building Department. The purpose of Zoning Compliance is to ensure the proposed use, building; structure and lot conform to the requirements outlined in the Community Name’s Zoning Ordinance.

A Zoning Compliance Certificate is required prior to the issuance of any land use and/or building permit:

<http://www.wyandotte.net/FrontDesk/Forms/ZBACertificateOfCompliance.pdf>

ZONING AMENDMENTS

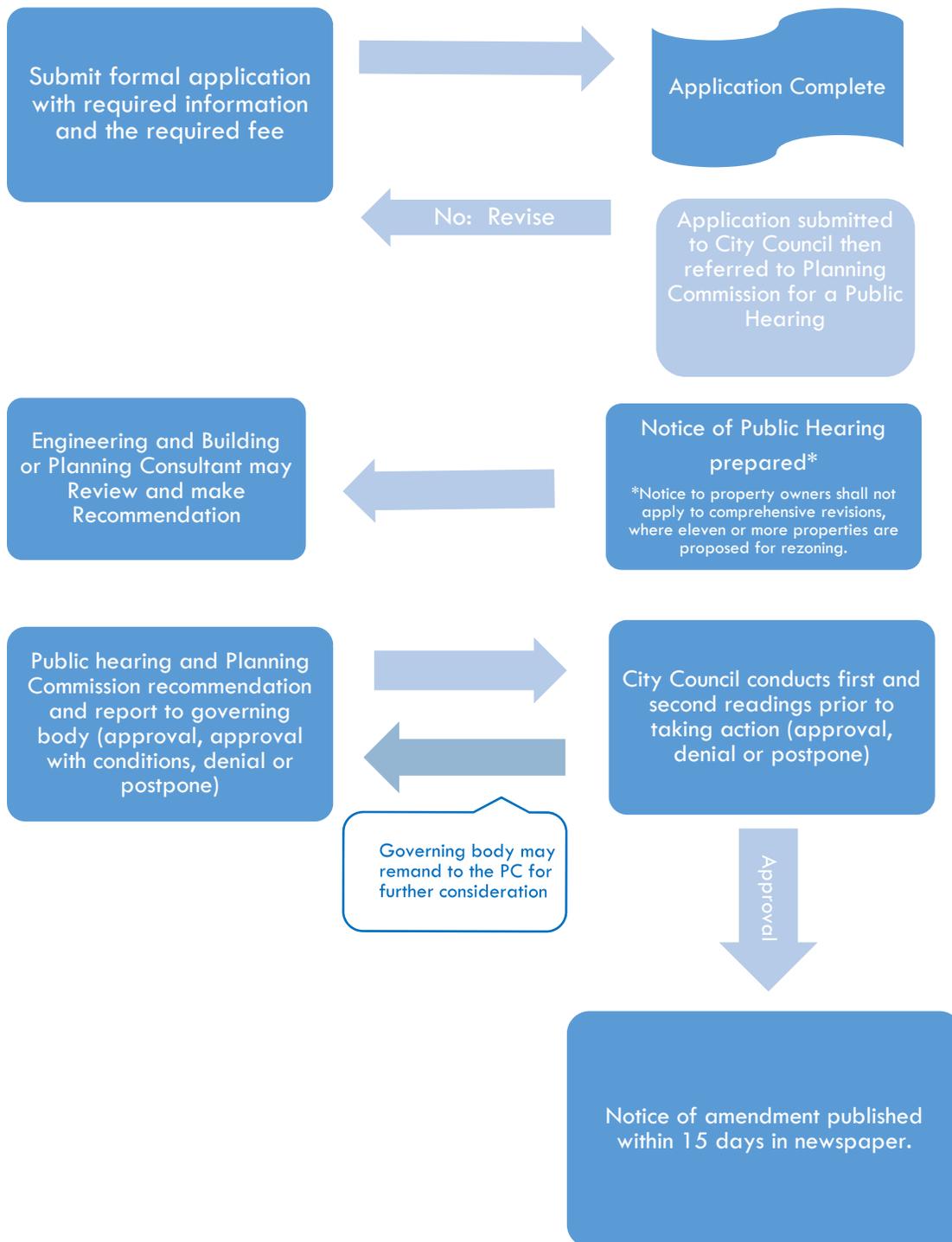
Zoning divides land into categories according to their use and sets regulations for these categories. When a property owner wants to use land in a way that is not permitted by the zoning of the property, the owner must request to rezone the property to a classification which permits the desired use. A rezoning is a legislative process that will amend the zoning map and/or text of an existing zoning code. The City Council (with recommendation from the Planning Commission) has the authority to approve or deny rezoning requests.

The governing body may of its own motion, or shall upon petition signed by the owner(s) of a property proposed for rezoning, prepare an ordinance amending or changing the district boundaries or the district regulations.

- Step 1.** Application Submittal. The applicant shall submit the required information to the Engineering and Building Department. The information required varies depending on the type of amendment (map or text) proposed. Review fees shall be enclosed as part of a completed rezoning application. Rezoning applications may be found at: <http://www.wyandotte.net/FrontDesk/Forms/RezoningApplication.pdf>
- Step 2.** Request is submitted to City Council and then referred to the Planning Commission for a Public Hearing.
- Step 3.** Notice of Public Hearing. Upon referral to Planning Commission, Engineering and Building will make proper notification of the meeting (see Notification Procedures on Page 13).
- Step 4.** Staff Review. Engineering and Building or Planning Consultant may provide a review and recommendation regarding the rezoning request. This review and recommendation will be presented prior to the public hearing being conducted at the Planning Commission meeting.
- Step 5.** Public Hearing and Planning Commission Recommendation. Upon reviewing Engineering and Building's or Planning Consultant's recommendation and conducting a public hearing, the Planning Commission will make a recommendation to the City Council to approve, approve with conditions, deny or postpone the rezoning request.

- Step 6.** City Council Action. Upon receiving a recommendation from the Planning Commission, the City Council will hold a first reading of the rezoning request. At a following meeting the City Council will conduct a second reading and consider the Planning Commission's recommendation. Prior to taking action, the City Council may remand the proposed amendment back to the Planning Commission for further consideration. The City Council will take action to approve, deny or postpone the rezoning request (after the second Ordinance reading).
- Step 7.** City Council Approval. Once the City Council approves the amendment to the Zoning Ordinance, a Notice of Amendment must be published within fifteen (15) days in a newspaper of general circulation within the municipality.
- Step 8.** Approval. A Zoning Ordinance amendment/modification shall take effect fifteen (15) days after publication unless a referendum petition is filed within the fifteen (15) day period after the publication is found to be adequate.

REZONING FLOWCHART



Rezoning process typically takes at least 2 months for final approval.

SPECIAL LAND USE

In each zoning district, certain specified, mutually compatible uses are permitted by right. In addition to permitted uses, there are certain other uses which are essential or desirable for the welfare of the community. Such uses are appropriate and are not incompatible with the uses permitted by right in a zoning district, but not at every or any location, or without conditions being imposed because of special problems presented by the use or its particular location in relation to neighboring properties. These uses are identified as special land uses.

No special land use shall commence until a Special Land Use Permit is issued in accordance with the City of Wyandotte Ordinance.

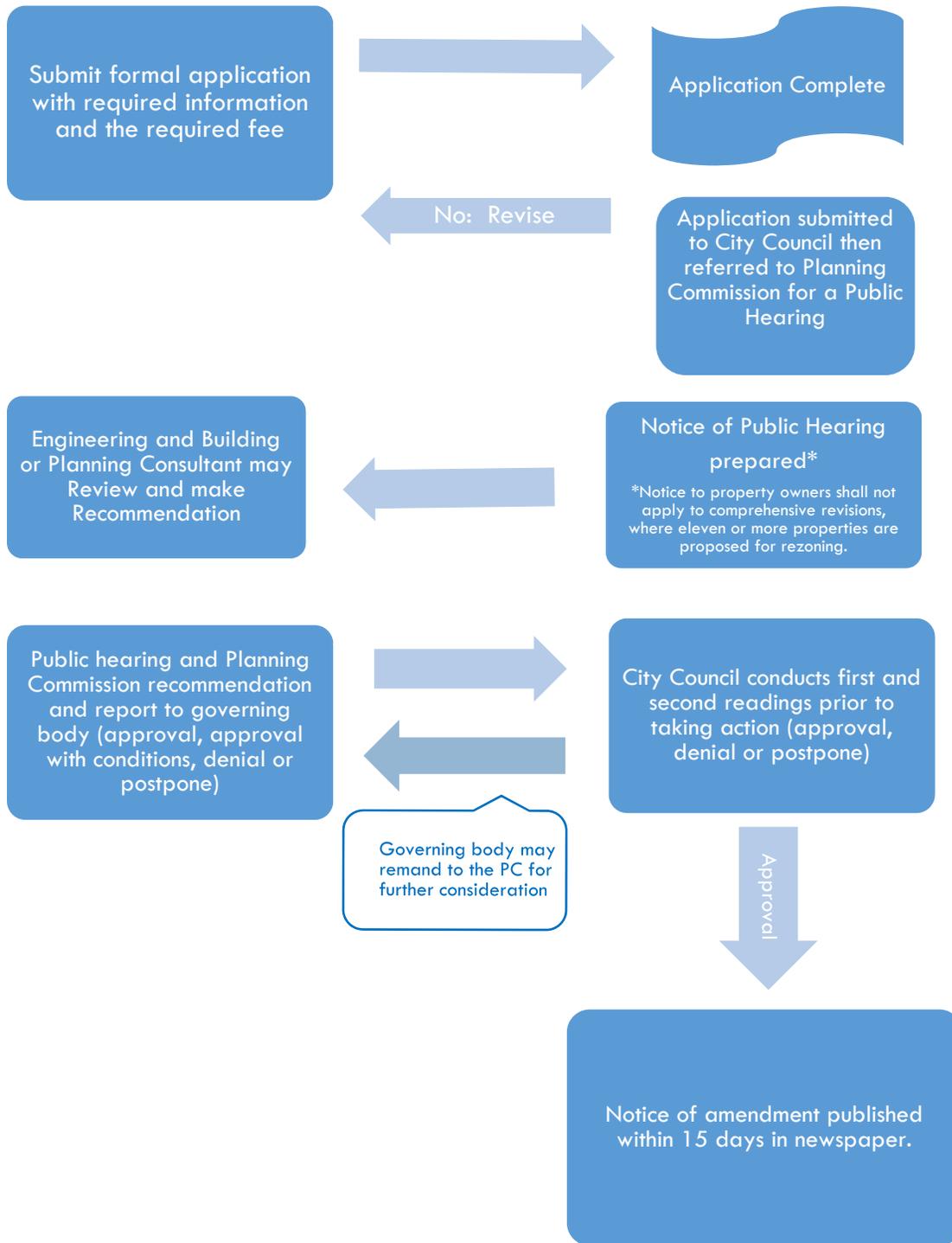
- Step 1.** Application Submittal. Applicants shall submit an application for a Special Land Use permit to the Engineering and Building Department. The information required for a Special Land Use review is listed in Section 2200 of the Ordinance. Review fees shall be enclosed as part of a completed Special Land Use Application.
- Step 2.** Notice of Public Hearing. Upon receipt of a completed application, Engineering and Building will make proper notification of the meeting (see Notification Procedures on Page 13).
- Step 3.** Staff Review. The Planner (and other staff as appropriate) will provide a review and recommendation based upon the required standards and findings outlined in section 2200 of the Ordinance. This review and recommendation will be presented during the public hearing being conducted at the Planning Commission meeting.
- Step 4.** Public Hearing and Planning Commission Recommendation. Upon hearing the staff review and conducting a public hearing, the Planning Commission will approve, approve with conditions, or deny the Special Land Use request. The Planning Commission may postpone action on the application if it is determined that additional information is needed from the applicant that would help address the standards and findings of Section 2200 of the Ordinance. Note: If development is located in Planned Development (PD) District, site plan must go back to City Council for approval.

The Planning Commission's decision, the basis for the decision and all conditions imposed shall be described in a written statement and provided to the applicant.

Approval is issued if the application conforms to all applicable policies and regulations. Approval with conditions is issued to make certain the application complies with policies and regulations. Denial is issued if the application does not comply with local policies and regulations.

- Step 5.** Permit. After the Planning Commission grants a Special Land Use, an application for a building permit if applicable must be completed and received by the Engineering and Building Department.
- Step 6.** Appeal to the Circuit Court. Should the Planning Commission deny the Special Land Use request, the decision to deny the Special Land Use request can be appealed to the Circuit Court.

SPECIAL LAND USE FLOWCHART



Special Land Use process typically takes at least 1 month for final approval.

SITE PLAN REVIEW

Applicants should contact the Engineering and Building Department to arrange a meeting to discuss specific site plan proposals and review procedures. Furthermore, the requirements outlined in this document are not intended to limit requirements contained in the Zoning Ordinance or code. Site Plan Review and approval of all commercial development proposals with specific zoning districts is required to ensure that the City of Wyandotte develops in an orderly fashion in accordance with the Master Plan.

WHAT TYPES OF DEVELOPMENT PROJECTS MUST GO THROUGH THE SITE-PLAN REVIEW PROCESS?

- The construction of any structures or additions, including carports and outside mechanical equipment, other than single-family homes to be used as residence.
- Improvements to, modifications of or expansion of off-street parking areas.
- A change of use within an existing freestanding building or the interior modification of an existing use which results in an increase in off-street parking needs.
- Improvements to, expansion or extension of or abandonment of any public or private overhead or underground utility-related lines or easements.
- Establishment of any site condominium or condominium development.
- Proposed construction of public or private roads
- Revisions made to any previously approved site plan including, but not limited to: Approved landscape plans, modifying the location of or expanding the size of buildings, changes to the façade (including color or material changes), revisions in any construction phasing plan.
- Special Land Uses

A site plan of not less than one inch equals fifty (50) feet if the subject property is less than three (3) acres and one inch equals one hundred (100) feet if property is three (3) acres or more.

WHAT TYPES OF INFORMATION SHOULD BE INCLUDED ON A SITE PLAN?

1. Date, North arrow & scale
2. The name and address of the architect, planner, designer, engineer or person responsible for the preparation of the site plan
3. The dimensions of all lot and property lines, easements showing the relationship of the subject property to abutting properties
4. The location of all existing and proposed structures and site improvements on the subject property and all existing structures and improvements within one hundred (100) feet of the subject property
5. The location and right-of-way widths of all abutting streets and alleys
6. Typical floor plans and building elevation drawings including material finishes and colors
7. Service connections to and/or extensions of sanitary sewer and water mains.
8. Pedestrian and/or bicycle access and pathways
9. Location of driveways providing vehicular ingress and egress to the site
10. Parking spaces with handicapped parking spaces and islands noted
11. Landscape plans with plant materials, quantities and sizes noted
12. Points of access
13. Dumpsters and or mechanical units (ac/transformers/appliances) with screening noted
14. Loading area with screening noted
15. Fencing and/or gates

SITE PLAN REVIEW PROCESS

- Step 1.** Informal Pre-Application Meeting. While not required (in most cases), it is highly encouraged for the prospective applicant to request a pre-application meeting with Engineering and Building staff (and applicable departments). This meeting will include discussion with representatives of the Wyandotte Municipal Services Department (water, electrical, cable, and internet) to ensure compliance and coordination.
- Step 2.** Preliminary Site Plan Application Submittal. Applicants shall submit an application for Preliminary Site Plan Review to the Engineering and Building Department. The information required for Preliminary Site Plan Review is listed in the Ordinance. Review fees shall be enclosed as part of a completed Preliminary Site Plan review application.
- Step 3.** Preliminary Site Plan Review. Upon receipt of a completed application, staff (and other parties, agencies, etc. as applicable) will provide a review and recommendation of the Preliminary Site Plan based upon the required standards outlined in the Ordinance:
https://www.municode.com/library/mi/wyandotte/codes/code_of_ordinances
- Step 4.** Preliminary Site Plan Approval. Upon determination of the Planning Commission that a Preliminary Site Plan is in conformance with the Ordinance and other associated plans and regulations, the Preliminary Site Plan shall be granted approval, approval with conditions or denial by the Planning Commission.
- Step 5.** Final Site Plan Application Submittal. Following site plan approval, the Engineering and Building Department shall submit a Final Site Plan to the Planning Commission. The information required for Final Site Plan review is determined by the Engineering and Building Department. An application and review fees shall be enclosed as part of a completed Final Site Plan review application.
- Step 6.** Final Site Plan Review. Upon receipt of a completed application, staff (and other parties, agencies, etc. as applicable) will provide a review and recommendation of the Final Site Plan based upon the required standards outlined in the Ordinance and other associated plans and regulations, the Final Site Plan shall be granted approval, approval with conditions or denial by the Planning Commission.

Approval is issued if the application conforms to all applicable policies and regulations. Approval with conditions is issued to make certain the application complies with policies and regulations. Denial is issued if the application does not comply with local policies and regulations.

Administrative Site Plan Review: Less complex site plans and minor modifications to approved site plans may receive administrative approval from the Engineering and Building Department as outlined in the Ordinance. All codes and ordinances shall be met to gain approval. Applicable municipal departments and consultants may provide review and comment when necessary.

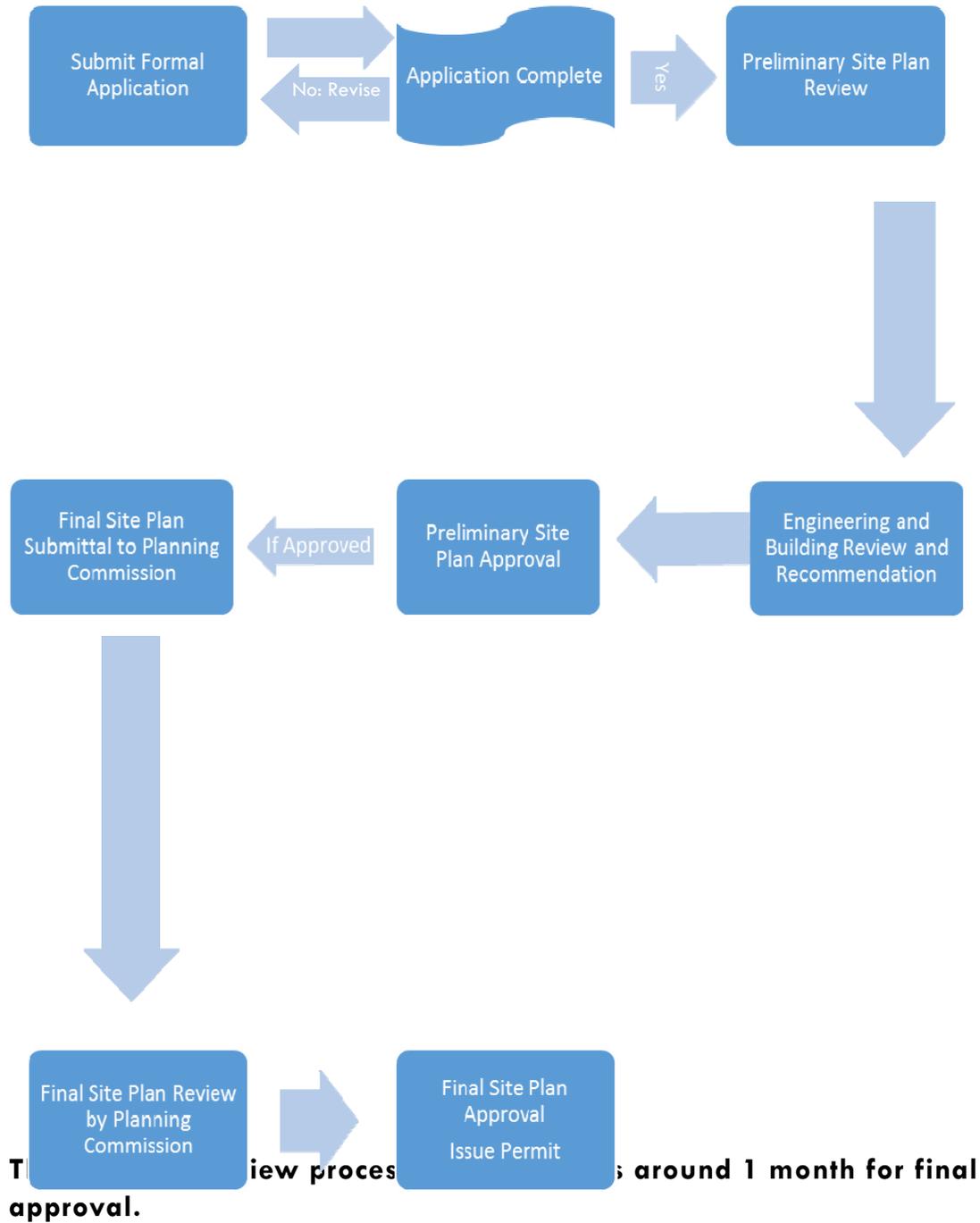
Revised Site Plans: A request to revise, modify or change an approved site plan that cannot be administratively approved shall be treated as a new application in accordance with the Ordinance.

Time Limit of Approval and Work Completion: A Final Site Plan approval remains valid for one (1) year from the date of approval. The Planning Commission or City Council may authorize an extension of the time limit provided in the Ordinance.

Site Plan Review Application:

<http://www.wyandotte.net/FrontDesk/Forms/SitePlanApplication.pdf>

SITE PLAN REVIEW FLOWCHART



PLANNED DEVELOPMENT DISTRICT

Planned Development Districts (PDs) is intended to permit the private or public development or redevelopment of areas throughout the city which shall be substantially in accord with the goals and objectives of the City of Wyandotte master plan in providing for a balanced land use pattern for homes, business, industry and condominium projects with the obligation of being developed for owner occupants.

- Step 1.** Pre-Application Meeting. Potential applicants shall meet with Engineering and Building and Wyandotte Municipal Services staff prior to submission of a Planned Development District application to discuss required information and review procedures as outlined in section 2000 of the ordinance.
- Step 2.** Preliminary PD Plan Submittal. Applicants shall submit an application for Preliminary PD Plan review to City Council. The information required for Preliminary PD review is listed in section 2000 of the ordinance. Review fees shall be enclosed as part of a completed Preliminary PD review application. Applications may be found on our website:
<http://www.wyandotte.net/FrontDesk/Forms/PlannedDevelopmentApplication.pdf>
- Step 3.** Preliminary PD Plan Review. Upon receipt of a completed application, staff (and other parties, agencies, etc. as applicable) will provide a review and recommendation of the Preliminary PD Plan based upon the required standards outlined in section 2000 of the ordinance.
- Step 4.** Public Hearing and Planning Commission Recommendation. Upon hearing the staffs' review and conducting a public hearing, the Planning Commission will recommend the City Council approve, approve with conditions, or deny the Preliminary PD Plan. The Planning Commission may postpone action on the application if it is determined that additional information is needed from the applicant that would help address the standards and findings of section 2000 of the ordinance.
- Step 5.** Preliminary PD Approval. Once reviewed, reviewed with conditions or denial by Planning Commission will be referred to City Council for approval or denial.
- Step 6.** Final PD Application Submittal. Following Preliminary PD plan approval, the applicant shall submit a Final PD Plan to the Engineering and Building Department. The

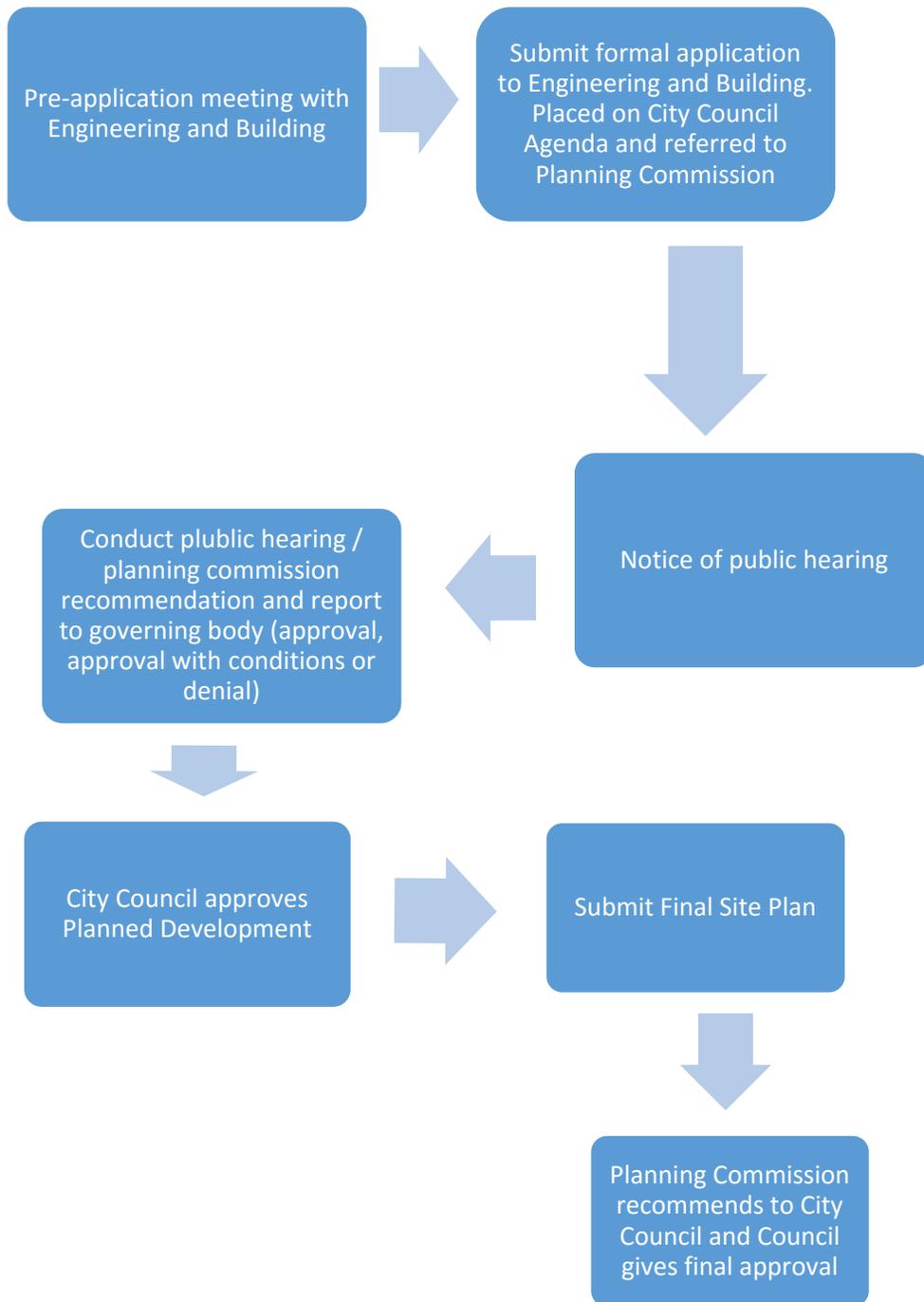
information required for Final Site Plan review is listed in section 2000 of the ordinance. An application and review fees shall be enclosed as part of a completed Final PD Plan review application.

- Step 7.** Staff Review. The Engineering and Building Department will provide a review and recommendation based upon the required standards and finding outlined in section 2000 of the ordinance. This review and recommendation will be presented to the Planning Commission for review.
- Step 8.** City Council Action. Upon receiving a recommendation from the Planning Commission, City Council will hold a first reading of the Final PD Plan request. At a following meeting the City Council will conduct a second reading and consider the Planning Commission's recommendation. The City Council will take action to approve, deny or postpone the Final PD Plan (after the second Ordinance reading).
- a. City Council Approval. Once the City Council approves the Final PD (amendment to the Zoning Ordinance), a Notice of Amendment must be published within fifteen (15) days in a newspaper of general circulations within the municipality.
- Step 9.** Approval. A Zoning Ordinance shall take effect fifteen (15) days after publication unless a referendum petition is filed within the fifteen day period after the publication is found to be adequate.

Modifications to Approved Plans: Approved PD plans may be modified subject to approval by the City Engineer or Planning Commission and to the standards outlined in section 2000 of the ordinance.

Time Limit of Approval and Work Completion: A PD Plan approval remains valid for one (1) year from the date of approval. The City Council may authorize an extension of the time limit provided a change of occupancy, a change of type of use, or the alteration of a building or the site in the in a previously approved district.

PLANNED DEVELOPMENT FLOWCHART



Planned Development District process typically takes around 3 to 4 months for final approval.

USE VARIANCES

A requested use not permitted in a zoning district must first request rezoning district must first request rezoning of the property for the use before a variance request may be submitted to the ZBA.

- Step 1.** Application Submittal. Applicants shall submit an application for a Use Variance to the Engineering and Building Department. All required information and fees shall be enclosed as part of a completed variance/appeal application.
- Step 2.** Notice of Public Hearing. Upon receipt of a completed application, staff will schedule a pre-hearing conference with the applicant and make required notification of the meeting (see Notification Procedures on Page 13).
- Step 3.** Staff Review. The Engineering and Building Department will provide a review and recommendation based upon the required standards and findings outlined in section 2000 of the ordinance. This review and recommendation will be presented during the public hearing being conducted at the Zoning Board Meeting.
- Step 4.** Public Hearing and Zoning Board of Appeals Decision. Upon hearing Engineering and Building Department's review and conducting the public hearing, the ZBA shall approve, approve with conditions, or deny the Use Variance request.

Each Use Variance granted under the provisions of the Zoning Code becomes null and void after one (1) year from the date of granting unless the construction or occupancy authorized by such variance or permit has commenced and is being pursued diligently to completion.

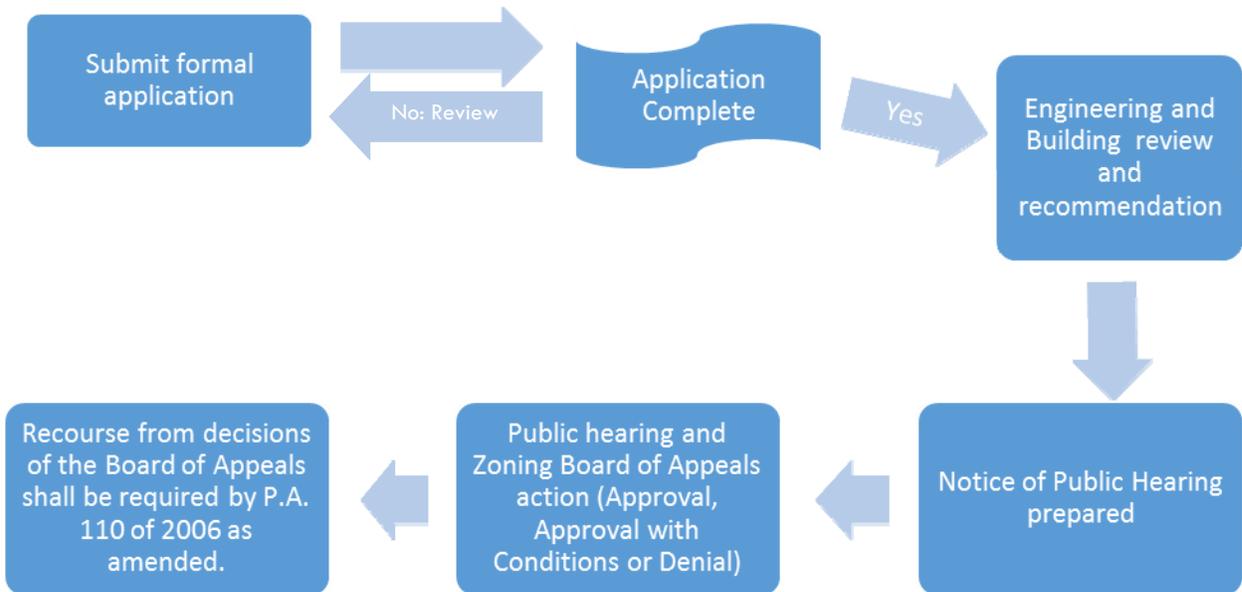
The Zoning Board of Appeals may grant an extension for a period not to exceed the amount of time determined by the board for an approved variance. The applicant must request an extension in writing to the Zoning Board of Appeals at least one month prior to the expiration date of the original approval. The ZBA will determine that the relevant facts of the appeal have not significantly changed. If the Board determines that relevant facts may have changed significantly, the request shall be treated as a new appeal and processed according to the provisions of the Zoning Ordinance.

After a variance has been denied in whole or in part by the board, then no application shall be resubmitted for a period of one (1) year from the date of the last denial; provided, however, that a denied variance may be reconsidered by the board when, in the opinion of the planning and zoning official, or the ZBA, newly discovered evidence or changed conditions warrant such reconsideration.

ZONING VARIANCE APPLICATION:

<http://www.wyandotte.net/FrontDesk/Forms/RezoningApplication.pdf>

USE VARIANCES FLOWCHART



Zoning Variances/Appeals typically take around 3 months for final approval.

ZONING VARIANCES AND APPEALS

The Zoning Board of Appeals (ZBA) is the legislatively appointed body that can permit variances from the Zoning Ordinance. The most common variances are dimensional such as lot area and width, building height, bulk regulations, setbacks, and off-street parking and loading requirements. The Zoning Board of Appeals can hear and answer questions that arise in the administration of the zoning ordinance, including the interpretation of zoning maps and zoning language.

- Step 1.** Application Submittal. Applicants shall submit an application for a Variance or Appeal Request to the Engineering and Building Department. All required information and fees shall be enclosed as part of a completed variance/appeal application.
- Step 2.** Notice of Public Hearing. Upon receipt of a completed application, staff will schedule a pre-hearing conference with the applicant and make required notification of the meeting (see Notification Procedures on Page 13).
- Step 3.** Staff Review. The Engineering and Building Department will provide a review and recommendation based upon the required standards and findings outlined in section 2000 of the ordinance. This review and recommendation will be presented during the public hearing being conducted at the Zoning Board Meeting.
- Step 4.** Public Hearing and Zoning Board of Appeals Decision. Upon hearing Engineering and Building Department's review and conducting the public hearing, the ZBA shall approve, approve with conditions, or deny the variance request.

In granting a variance, the board may grant a lesser variance or specify, in writing, conditions regarding the location, character, landscaping, or other treatment that will, in the board's judgment, be reasonably necessary to the furtherance of the intent of the Zoning Ordinance and the protection of the public interest. The breach of any condition shall automatically invalidate the permit granted.

Each variance granted under the provisions of the Zoning Code becomes null and void after one (1) year from the date of granting unless the construction or occupancy authorized by such variance or permit has commenced and is being pursued diligently to completion.

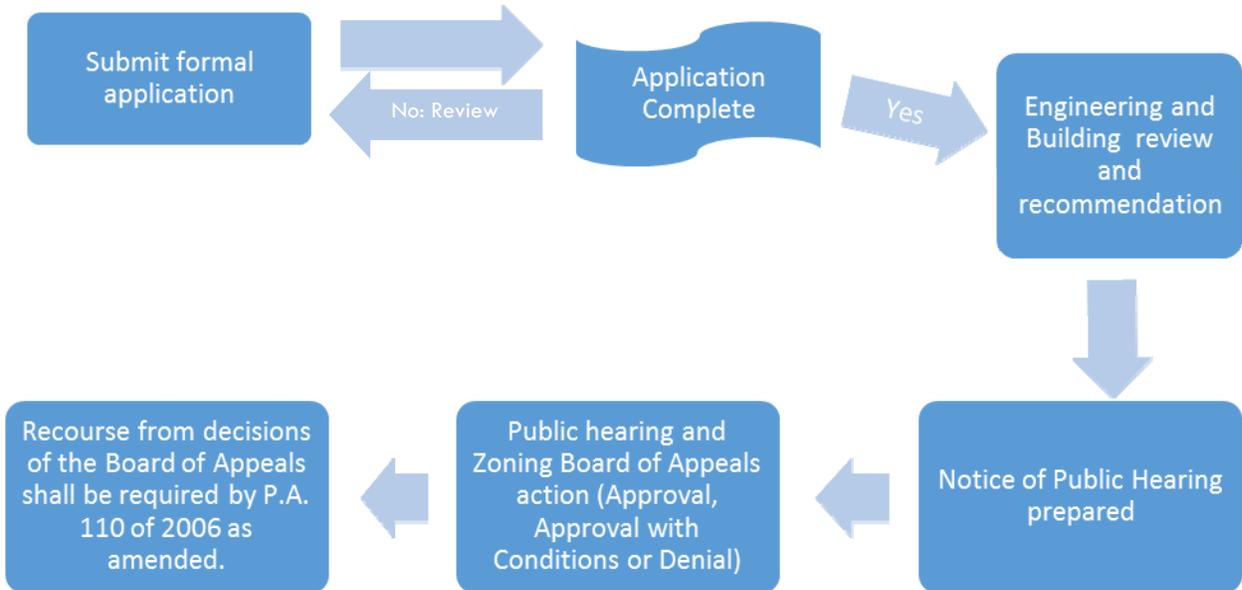
The Zoning Board of Appeals may grant an extension for a period not to exceed the amount of time determined by the board for an approved variance. The applicant must request an extension in writing to the Zoning Board of Appeals at least one month prior to the expiration date of the original approval. The ZBA will determine that the relevant facts of the appeal have not significantly changed. If the Board determines that relevant facts may have changed significantly, the request shall be treated as a new appeal and processed according to the provisions of the Zoning Ordinance.

After a variance has been denied in whole or in part by the board, then no application shall be resubmitted for a period of one (1) year from the date of the last denial; provided, however, that a denied variance may be reconsidered by the board when, in the opinion of the planning and zoning official, or the ZBA, newly discovered evidence or changed conditions warrant such reconsideration.

ZONING VARIANCE APPLICATION:

<http://www.wyandotte.net/FrontDesk/Forms/RezoningApplication.pdf>

ZONING VARIANCES AND APPEALS FLOWCHART



Zoning Variances/Appeals typically take around 1 month for final approval.

SINGLE-FAMILY HOME, SHED, FENCE, DECK AND POOL PROJECTS

A homeowner or contractor must apply for building, electrical, mechanical and/or plumbing permits for new homes, additions, demolitions, home remodeling/alterations, basement refinishes, roofs, windows that require structural changes, decks, accessory structures, pools, etc. A property owner may obtain permits in the owner's name; however, the person's name on the application must perform the work. If a contractor performs the work, the contractor must obtain the permit, have the appropriate license, and be registered in the municipality.

Step 1. Application Submittal: Applicants are required to submit an application denoting the type of improvement along with the required two (2) sets of building plans to the Engineering and Building Department. Residential plans exceeding 3,500 square feet must be sealed and signed by a licensed architect and/or engineer. The building official can advise prospective investors on additional projects requiring an architect or engineer seal.

Building plans must include all work to be performed and meet the following requirements: All dimensions must be shown. Plans shall contain the following information: site plan, project address or location, property owner address, architect/engineer name, address, phone number and license number, construction codes used, all design (live, dead, snow and wind loads), occupancy classification, type of construction, and total floor area and floor area for each use group classification and level. The building official may waive any or all of the requirements based on project complexity.

Step 2. Plan Review: The Engineering and Building Department will review the information for compliance with zoning ordinance, building code, electrical code, mechanical code and plumbing code. Safety of the intended inhabitants is essential. Approvals required from the City Council, Planning Commission, Zoning Board of Appeals and the Zoning Administrator (if applicable) must be received prior to issuance of permit by the Engineering and Building Department. The review of a completed plan submission is generally completed within 5 to 7 business days. Depending on the project, the applicant might need to apply for and receive a soil erosion permit through the Engineering and Building Department before a building permit is issued.

If application is incomplete, the reviewer will ask the applicant for additional information. A plan review letter will be issued citing approval, conditions imposed on approval or necessary corrections. Requested plan corrections require the applicant to submit new or revised plans for review.

Step 3. Permit Issuance: The applicant will be contacted to come to pick up the building permit and pay the permit fee. The building permit is issued when all required approvals have been obtained and applicable fees have been paid. The applicant must post a copy of the permit on the job site until final approval is issued.

Permits for new construction that require water service, electrical service and sanitary service must obtain permits for this work prior to submittal of the building permit.

Electrical, mechanical, and plumbing permits are generally not issued until the building permit is approved. Compliance may be determined at the time of the inspection for less complex projects. More complex projects may require review by the applicable trade inspector. An approved Certificate of Occupancy or Certificate of Approval is required prior to occupancy or use of such project.

<p>MISS DIG System, a free service, 1-800-482-7171 must be contacted at least 3 working days before excavating to identify the location of underground utility lines. The MISS DIG System member utilities will mark the approximate location of their underground public utility lines at no charge. If Miss Dig is not notified and damage occurs, liability for repair costs may occur.</p>
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Permit Validity: Permits shall lapse and cease to be in effect when authorized work has not started within six (6) months following the date of issue or when work has been abandoned for a period of six (6) months as evidenced by failure to make substantial progress or lack of inspections.

Construction Progress: As construction progresses, the municipality inspects work to verify that the building plans are being followed. Permit holders are required to schedule

appropriate inspections throughout the process, and get appropriate approvals before moving on to the next construction phase. The permit holder is responsible to notify the Engineering and Building Department when the stages of construction that require an inspection are reached. A 24 hour notice is required to schedule all inspections.

Once a building permit is obtained, the work must be completed within twelve (12) months otherwise the approval becomes null and void. A request to extend the time limit can be requested of the building official and extensions may be granted for a good cause.

Final Inspections: Electrical, mechanical or plumbing permit final inspections must be completed before the final building inspection. The structure must be completed and ready for use and occupancy. After all of the above inspections have been approved and if final building inspection is approved, the certificate of occupancy or certificate of approval can be issued.

Temporary / Permanent Certificate of Occupancy: A temporary certificate of occupancy may be issued for projects with landscaping, soil or grading work that cannot be completed due to weather. In those cases, the temporary approval will take place only if all of the other components of construction are completed and temporary approvals are issued by the Engineering and Building Department. The building official may require that a cash deposit, certified check or irrevocable bank letter of credit in an amount equal to the engineer's estimated cost of uncompleted improvements be escrowed with the municipality. The building official will also set a date of completion. The escrow will be returned when the work is completed within the set date.

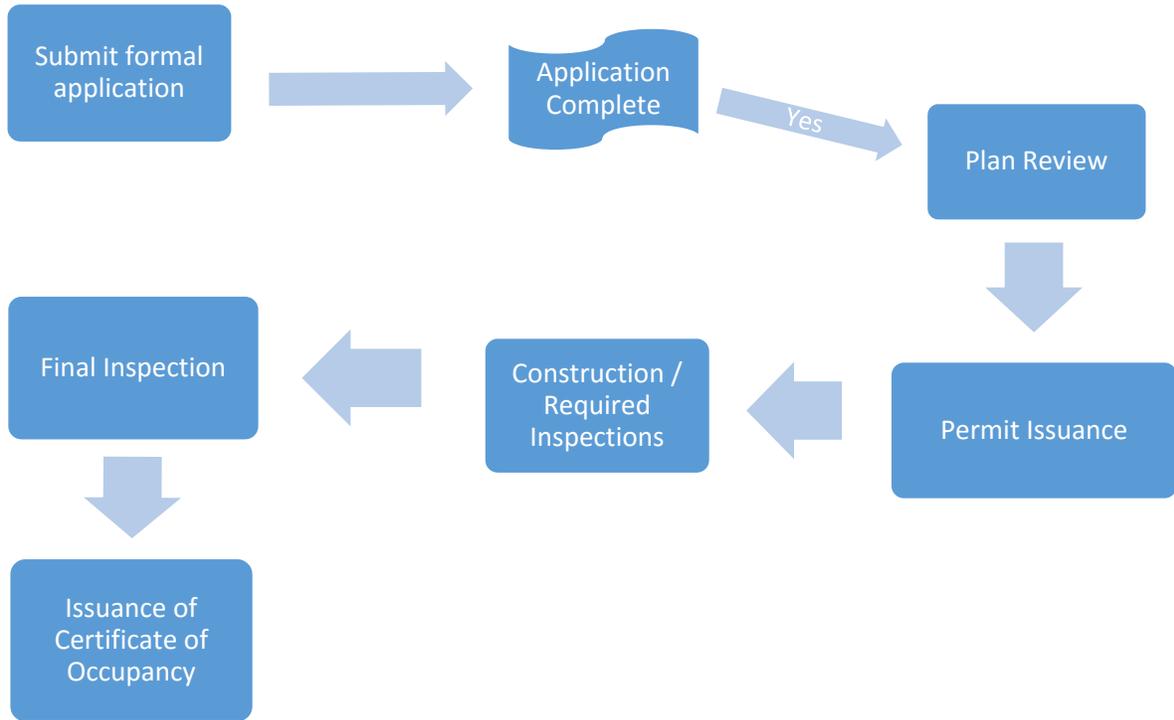
CERTIFICATE OF APPROVAL APPLICATION

<http://www.wyandotte.net/FrontDesk/Forms/CertificateofApprovalApplication.pdf>

GARAGE OR SHED APPLICATION

<http://www.wyandotte.net/FrontDesk/Forms/GarageShedPacket.pdf>

SINGLE-FAMILY IMPROVEMENTS FLOW CHART



Rezoning process typically takes around 2 months for final approval.

COMMERCIAL PROJECTS

Commercial projects, including multiple-family residential housing, require licensed contractors to perform construction and most repairs. A contractor must apply for a building permit for any of the following activities: new construction, additions, demolitions, interior/exterior alterations, or signs.

The Engineering and Building Department can assist with the process.

All required zoning approvals must be obtained prior to application and issuance of any construction permits.

Step 1. Application Submission: The applicant is required to submit two (2) sets of plans signed and sealed by a licensed architect or engineer with a completed application. Building plans must include all work to be performed and meet the following requirements: All dimensions must be shown. Plans shall contain the following information: site plan, project address or location, property owner address, architect/engineer name, address, phone number and license number, construction codes used, all design (live, dead, snow and wind loads), occupancy classification, type of construction, and total floor area and floor area for each use group classification and level.

Projects require height and area computations, allowable floor area, allowable area increases, maximum, height increases and automatic fire sprinkler increases, number of means of egress, capacity of egress calculations and travel distances, fire rated assembly details and fire resistive requirements, structural design calculations, and soil, footing, foundation, masonry and concrete minimum bearing capacities and design standards. Additional information may be required based on complexity or size of building project. The Building Official may waive specific requirements depending on need.

Step 2. Plan Review: Plans are reviewed by the Engineering and Building Department for compliance with building code, electrical code, mechanical code and plumbing code compliance. Safety of the intended inhabitants is essential. The review of a completed plan submission is generally completed within 5 to 7 days. Depending on the project, the applicant might need to apply for and

receive a soil erosion permit through the Engineering and Building Department before a building permit is issued.

If application is incomplete, the reviewer will ask the applicant for additional information. The letter will include any corrections or conditions imposed on the building permit. A plan review letter is issued citing approval, conditions imposed on approval or necessary corrections. Requested plan corrections require the applicant to submit new or revised plans for review.

Step 3. Permit Issuance: The applicant will be contacted to come to pick up the building permit and pay the permit fee. Building permits are issued when all required approvals have been obtained and applicable fees have been paid. The applicant must post a copy of the permit on the job site until final approval is issued. Electrical, mechanical, and plumbing permits are generally not issued until the building permit is approved. Compliance may be determined at the time of the inspection for less complex projects. More complex projects will require review by the applicable trade inspector. An approved Certificate of Conformity is required prior to occupancy or use of such project.

MISS DIG System, a free service, 1-800-482-7171 must be contacted at least 3 working days before excavating to identify the location of underground utility lines. The MISS DIG System member utilities will mark the approximate location of their underground public utility lines at no charge. If Miss Dig is not notified and damage occurs, liability for repair costs may occur.

Permit Validity: Permits shall lapse and cease to be in effect when authorized work has not started within six (6) months following the date of issue or when work has been abandoned for a period of six (6) months as evidenced by failure to make substantial progress or lack of inspections. Once a building permit is obtained, the work must be completed within twelve (12) months otherwise the approval becomes null and void. A request to extend the time limit can be requested of the City Engineer and they can grant an extension for good cause.

Construction Progress: As construction progresses, the municipality will inspect the work to verify that the building plans are being followed. Permit holders are required to schedule appropriate inspections throughout the process, and get appropriate approvals

before moving on to the next construction phase. The permit holder is responsible to notify the Engineering and Building Department when the stages of construction that require an inspection are reached. 24 hour notice is required for inspection.

Electrical, mechanical or plumbing permit inspections must be completed before the final building inspection. Similarly, Fire Marshal, Wayne County Health Department, and State and County Department of Transportation (if applicable), must review and issue their own final permits. The structure must be completed and ready for use and occupancy. After all of the above inspections have been approved and if final building inspection is approved, the certificate of occupancy or certificate of compliance can be issued.

Temporary/Permanent Certificate of Occupancy: A temporary certificate of occupancy may be issued for projects with landscaping, soil or grading work that cannot be completed due to weather. In those cases, the temporary approval (valid for 6 months) will take place only if all of the other components of construction are completed and temporary approvals are issued by the Engineering and Building Department may require that a cash deposit, certified check or irrevocable bank letter of credit in an amount equal to the engineer's estimated cost of uncompleted improvements be escrowed with the municipality. The building official will also set a date of completion. The escrow will be returned when the work is completed within the set date.

Business License: After the final occupancy permit is issued, the owner or representative agent can apply for other business licenses through the Clerk's Office (e.g., restaurant license).

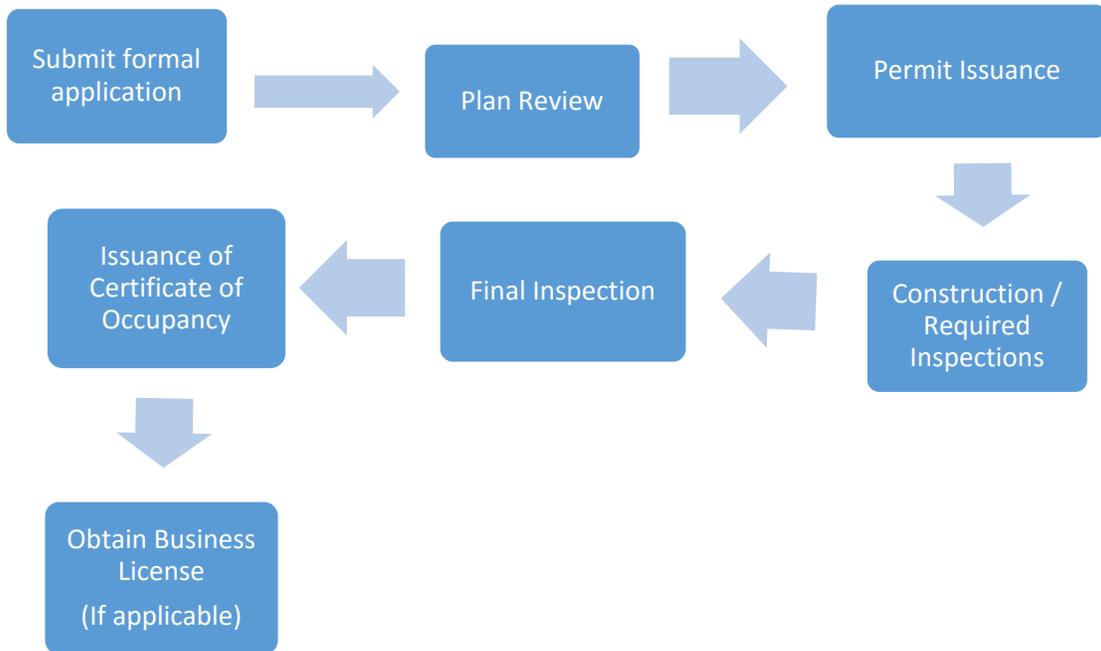
OTHER CONSTRUCTION PERMITS

Depending on the nature of the project, an applicant may need to apply for one or more of the following construction permits issued by other municipal, city, county or state departments:

- Occupation and Use of City Street/Alley Rights-of-Way (Engineering & Building)
- Occupation and Use of County Street/Alley Rights-of-Way (Wayne County)
- Sewer Connection (Engineering & Building)
- Grading & Soil Erosion & Sedimentation Control (Engineering & Building)
- Phone landline (AT&T)

- Gas service (DTE)
- Electrical underground service (Wyandotte Municipal Services)
- Water tap (Wyandotte Municipal Services)

COMMERCIAL CONSTRUCTION PERMIT FLOW CHART



The Commercial Construction Projects permit process typically takes around 2 weeks for final approval.

RESIDENTIAL RENTAL INSPECTION

Residential rental properties must be registered with the municipality and inspected. Registration is a one-time fee that remains until the property is sold. Inspections are conducted in five (5) year cycles. A Certificate of Compliance will be issued following approval by the inspectors. Contact the Engineering and Building Department for questions about rental license applications, renewal, fees, and inspections.

Rental licenses are renewed every five (5) years. Renewal reminders are sent to owners or managers with a renewal form. They are typically sent at least thirty (30) days prior to the expiration of the rental license to allow adequate time to submit the renewal application, schedule the required inspection and make necessary corrections. Owners are responsible for calling the office to schedule inspections; it is advisable to call 2 weeks prior to the license expiration date.

The Engineering and Building Department has an inspection guideline identifying safety items that the inspectors look for. For properties that have code violations a letter will be sent to the owner/manager that lists what the violations are and a date and time for the re-inspection. Owners are encouraged to have the violations corrected in time for the re-inspection so that another inspection is not necessary.

UPON-SALE INSPECTIONS

Residential and Commercial properties must be inspected prior to sale. Owners are responsible for calling the office to schedule inspections. Please allow five (5) to seven (7) days to schedule an inspection.

The Engineering and Building Department has an inspection guideline identifying safety items that the inspectors look for. For properties that have code violations a letter will be sent to the owner/manager that lists what the violations are and a date and time for the re-inspection. Owners are encouraged to have the violations corrected in time for the re-inspection so that another inspection is not necessary.

INSPECTION CHECKLIST

<http://www.wyandotte.net/FrontDesk/Forms/BuildingInspectionChecklist.pdf>

OUTDOOR CAFÉ SEATING

Permits are required for restaurants that wish to place Outdoor Café Seating in the City of Wyandotte on private property or in a public right-of-way. Outdoor Cafés are only permitted in the Central Business District (CBD), Business District (B-2) and Recreational District (RU). The Engineering and Building Department can help with the process. The steps are as follows:

RESTAURANTS NOT APPROVED TO SELL LIQUOR

- Step 1.** Application Submission: The applicant shall complete the outdoor cafe permit application with plans and submit to the Engineering and Building Department. Review fees shall be enclosed as part of the application.
- Step 2.** Staff Review: The Engineering and Building Department will review the application in accordance with the ordinance and review for compliance. If the outdoor café is located on private property, the application may be approved by the Planning Commission. If the outdoor café is located in a public right-of-way, the plan must be approved by City Council after recommendation from the Planning Commission. Wayne County (if located in the county right-of-way) must approve the outdoor café in their right-of-way.
- Step 3.** Planning Commission Review: The Engineering and Building Department will send the application to the Planning Commission for review and a recommendation to City Council (if in a public right-of-way) or for approval or denial if on private property.
- Step 4.** Approval: If the application and plan is in accordance with the ordinance and approval is given by City Council (if required), the Engineering and Building Department will issue a permit.

RESTAURANTS APPROVED TO SELL LIQUOR

- Step 1.** Liquor Control Commission (LCC): The applicant shall send a copy of the proposed plan to the LCC for review and approval. Prior to submission to the Engineering and Building, the applicant must receive a Compliance Form.
- Step 2.** Application Submission: The applicant shall complete the outdoor cafe permit application and submit it along with the LCC's Compliance Form to the Engineering and Building Department. Insurance and the completion of a Hold Harmless are

required as a part of the application process. Review fees shall be enclosed as part of the application.

- Step 3.** Staff Review: The Engineering and Building Department will review the application in accordance with the ordinance and review for compliance. If the outdoor café is located on private property, the application may be approved by the Planning Commission. If the outdoor café is located in a public right-of-way, the plan must be approved by City Council after recommendation from the Planning Commission. Wayne County (if located in the county right-of-way) must approve the outdoor café in their right-of-way.
- Step 5.** Planning Commission Review: The Engineering and Building Department will send the application to the Planning Commission for review and a recommendation to City Council (if in a public right-of-way) or for approval or denial if on private property.
- Step 6.** Approval: If the application and plan is in accordance with the ordinance and approval is given by City Council (if required), the Engineering and Building Department will issue a permit.

OUTDOOR CAFÉ APPLICATION

<http://www.wyandotte.net/FrontDesk/Forms/OutdoorCafeApplication.pdf>

MICHIGAN LIQUOR CONTROL COMMISSION

MLCC Main Number: 1-866-813-0011

General Questions: mlccinfo2@michigan.gov

<https://www.michigan.gov/lara/0,4601,7-154-10570---,00.html>

HEALTH DEPARTMENT

Wayne County Health Department, 734-727-2000

Food licensing information: <http://www.waynecounty.com/hhs/foodlicensing.htm>

SIGNAGE, TEMPORARY SIGNS AND BANNERS

Permits are required for all signage and banners temporary or permanent in the City of Wyandotte. The Engineering and Building Department can help with the process. The steps are as follows:

- Step 1.** Application Submission: The applicant shall complete the signage permit application and submit to the Engineering and Building Department. The information required varies depending on the type of signage proposed. Review fees shall be enclosed as part of the application.
- Step 2.** Staff and/or Design Board Review: The Engineering and Building Department will review the application in accordance with the ordinance and review for compliance. If the business is located in the Design Review District (the Design Review Map is located in article XXIII, section 2300 of the ordinance) it must be reviewed by the Design Review Committee.
- Step 3.** Approval: If the signage is in accordance with the ordinance and approval is given by the Design Review Committee (if required), the Engineering and Building Department will issue a permit.

A-FRAME SIGNAGE

One (1) small a-frame sign is permitted per business in the Central Business District (CBD) only. Applicants must file a Hold Harmless with the Engineering and Building Department to be permitted to place a sign on the public right-of-way. Signs may not block public sidewalks, ramps or parking spaces.

TEMPORARY SIGNS AND BANNERS

Temporary signs and banners are permitted, however signs may only be placed for a maximum of thirty (30) days. In order to apply for temporary sign or banner permit, the business owner must complete the signage application.

SAIL BANNERS/ATTENTION-GETTING DEVICES

Sail banners and attention-getting devices are NOT permitted in the City of Wyandotte.

SIGN/BANNER/BILLBOARD PERMIT APPLICATION

<http://www.wyandotte.net/FrontDesk/Forms/SignApplication.pdf>

RESTAURANT/BARS:

Prior to signing a lease or purchasing an existing bar, change in ownership of a restaurant or bar or establishing a new restaurant or bar, it is advisable to verify the following:

1. Verify the location is zoned to permit the operation of a restaurant or bar
2. The kitchen is up-to-code for serving food and/or drink. If the kitchen is not up-to-code the business owner will have to request a Design Review inspection through the Wayne County Health Department.

New restaurants or bars must work with the Wayne County Health Department to ensure that the following reviews are accomplished:

1. Contact Wayne County Health Department for guidance regarding requirements for building/occupying a commercial kitchen.
2. Contact the Engineering and Building Department for the required inspection. After completion of inspection items a certificate of conformity will be issued.

MICHIGAN LIQUOR CONTROL COMMISSION

MLCC Main Number: 1-866-813-0011

General Questions: mlccinfo2@michigan.gov

https://www.michigan.gov/lara/0,4601,7-154-35299_10570---,00.html

HEALTH DEPARTMENT

Wayne County Health Department, 734-727-2000

Food licensing information: <http://www.waynecounty.com/hhs/foodlicensing.htm>

LIQUOR LICENSES

Businesses must be approved for a Liquor License by City Council. The Engineering and Building Department and the City Clerk's Office can help with the process. The steps are as follows:

- Step 1.** Verification of Ordinance: Verify that location is zoned to permit businesses which sell alcohol.
- Step 2.** Liquor Control Commission (LCC) Application: The business owner must apply to the State of Michigan Liquor Control Commission for a new liquor license or a transfer license. Transfer licenses may be searched on the LCC's Escrowed Liquor License Search website.
- Step 3.** Wayne County Health Department Review (if applicable): If the business is serving food, the kitchen must be up-to-code according to Wayne County. See RESTAURANT/BARS section for more information.
- Step 4.** Staff Reviews: Submit LCC paperwork to City Clerk's office for the following departmental reviews:
- a. City Engineer (for Certificate of Occupancy)
 - b. Fire Chief (Plan review/Verify that building is up-to-code)
 - c. Police (Warrant/Record search)
 - d. City Attorney (General review)
 - e. Deputy Treasurer (Verify that personal property taxes are in good standing)
 - f. Municipal Services (Inquire about status of utility bills)
- City Clerk will assemble the information from all departments and submit to City Council for review and approval. Once City Council approval is obtained, the City Clerk's Office shall submit local government approval paperwork to Lansing. Review fees shall be enclosed as part of the application.
- Step 5.** Final approval from LCC: Business owner shall follow-up with the Michigan Liquor Control Commission for status of final approval and license issuance.

MICHIGAN LIQUOR CONTROL COMMISSION

MLCC Main Number: 1-866-813-0011

General Questions: mlccinfo2@michigan.gov

https://www.michigan.gov/lara/0,4601,7-154-35299_10570---,00.html

ESCROWED LIQUOR LICENSE SEARCH

<https://www.lara.michigan.gov/lliclist/>

LIQUOR LICENSE TRANSFERS

All Liquor license transfers must be approved by City Council.

HEALTH DEPARTMENT

Wayne County Health Department, 734-727-2000

Food licensing information: <http://www.waynecounty.com/hhs/foodlicensing.htm>

BUSINESS LICENSES

The following types of businesses are required to apply for a business license through the City Clerk's office:

1. Businesses with Amusements (video games, pool tables, jukeboxes)
2. Arcades *
3. Auctions
4. Circus
5. Dance (Including Bars and Halls)
6. Fumigator
7. Junk
8. Massage Parlor
9. Motor Bus
10. Pawnbroker
11. Peddler (Truck, walking and transient merchants)
12. Precious Metal and Gem Dealer
13. Restaurant *
14. Secondhand Dealer
15. Solicitor/Canvasser
16. Tattoo Parlor*
17. Taxi Cab
18. Theater
19. Used Car Lot

*All business licenses denoted with an asterisk require City Council approval prior to issuance.

Please note that additional insurance, bonds, County and City reviews and approvals are required for other types of businesses. Forms for these licenses must be obtained at City Clerk's Office, 3200 Biddle Avenue, 1st Floor, Wyandotte, Michigan 48192 and the Clerk's Office will be able to assist you with the business license process.

DEVELOPMENT AND FINANCE INCENTIVE TOOLS

A general description of development and finance incentive tools used by the City of Wyandotte is provided within this section. The intent is to provide important information to a potential investor to assist in making an initial decision to proceed with an investment. The intent is not to describe how a district or program was initiated or identify the operations of a board or authority. Each economic incentive listed below, provides a general description, investor incentive, eligible activities or projects, application process (if required) and contact information.

Finance Authorities

- Brownfield Redevelopment Authority (BRA) and Brownfield Development Plans
- Downtown Development Authority (DDA) and Building Façade Grants
- Tax Increment Financing Authority (TIFA)

Tax Incentives: Tax Exemptions/Abatements and Grants

- Commercial Facilities Tax Exemption Certificate (CFEC) & Commercial Redevelopment District
- Commercial Rehabilitation Tax Exemption Certificate (CREC) & Commercial Rehabilitation District
- Commercial Rehabilitation Tax Exemption Certificate (CREC) & Commercial Rehabilitation District
- Neighborhood Enterprise Zone (NEZ) Tax Exemption Certificate & NEZ District
- Obsolete Property Rehabilitation Act (OPRA) Tax Exemption Certificate & Obsolete Property Rehabilitation District
- Personal Property 100% Tax Abatement
- Industrial Property/Facilities Tax Exemptions (IFE) & Industrial Development District/Plant Rehabilitation District
- Michigan Community Revitalization Program (MCRP) Grants & Loans

Other Business & Development Tools & Assistance

- Detroit SCORE
SCORE Chapter 18 DETROIT is a nonprofit association dedicated to entrepreneur education and the formation, growth and success of small business in Southeast Michigan. SCORE is a resource partner of the U.S. Small Business Administration (SBA). SCORE provides mentoring, workshops, templates and tools to small businesses.
www.detroit.score.org
- Downriver Community Conference
Downriver Community Conference (DCC) is a nonprofit organization dedicated to enhancing the quality of life for area residents, workers and businesses. The DCC provides workforce development and small business start-up resources for businesses.

Partial grants for Phase I Environmental Assessments via Brownfield Consortium of Downriver Community Conference (DCC) Wyandotte is a member and applications are submitted by the City Engineer. More information at www.dccwf.org

– Michigan Economic Development Corporation

The Mission of the Michigan Economic Development Corporation (MEDC) is to market Michigan and provide the tools and environment to drive job creation and investment. The MEDC offers technical assistance, resources, business grants and loans to businesses and communities in Michigan.

– www.michiganbusiness.org

– Wayne County One Stop Business Resource Center

The Michigan Small Business Development Center (SBDC) enhances Michigan's economic well-being by providing counseling, training, secondary market research for new ventures, existing small businesses and advanced technology companies.

www.sbdcmichigan.org

The City of Wyandotte uses the aforementioned state legislated financial and/or tax assistance programs and non-profit organizations to encourage new development and rehabilitation. These program summaries are intended to provide key general information for an investor's decision to proceed with an investment. Additional detailed information on many of the programs is provided under the 'website links' section. The City of Wyandotte is open to exploring, creating and partnering on public/private grant opportunities and funding for unique and innovative projects. Please contact the Engineering and Building Department, the City Administrator, the Mayor's Office or the Downtown Development Authority for more information.

BROWNFIELD REDEVELOPMENT AUTHORITY

PA 381 OF 1996

A BRDA provides a municipality with the opportunity to create a local Brownfield financing resource in order to enhance local economic development capacities and assist with redeveloping difficult sites. It encourages redevelopment of contaminated, functionally obsolete and blighted property by providing financial and tax incentives.

The Brownfield Redevelopment Authority (BRDA) reviews and recommends approval of preliminary funding requests, Brownfield Plans, Development Agreements, and requests for TIF reimbursement upon project completion. The Mayor and City Council provide final approval at the local level. Approvals from other state agencies may also be necessary, such as the Michigan Economic Development Corporation (MEDC), Michigan Department of Environmental Quality (MDEQ), and Michigan Strategic Fund (MSF).

INVESTOR INCENTIVE: Tax increment finance funds may reimburse a developer for the eligible costs pursuant to a Brownfield Redevelopment Plan and as approved by the Authority and Mayor and City Council. The length of tax increment capture will not exceed the number of years required to reimburse eligible expenses or 30 years, whichever comes first.

ELIGIBLE ACTIVITIES:

- Environmental assessments and testing and remediation of environmental contamination
- Building demolition, site demolition or selective interior demolition
- Lead or asbestos abatement
- Public infrastructure improvements including but not limited to utilities and underground or vertical parking
- Private parking decks may be eligible
- Site preparation
- Brownfield Plan and Work Plan preparation
- Site acquisition may be eligible if the site is purchased by the City

APPLICATION PROCESS:

The BRDA first reviews an initial request from a prospective developer for financial assistance to re-develop eligible property and determines whether or not to authorize the preparation of a Brownfield Plan for a project. If authorized to prepare a Plan, the prospective developer may then prepare a Plan that identifies the eligible property, the eligible activities, the TIF approach to be taken and other issues related to the subject parcels. The Authority, with the assistance of City personnel, then reviews the Plan, recommends to approve or deny and then schedules a

public hearing before the Mayor and City Council so they may approve, modify or deny the Plan.

- Step 1.** The developer of a proposed brownfield project should contact the Engineering and Building Department to introduce the proposed project and request financing assistance. Prior to preparing a Brownfield Plan, the developer will first submit a request for financial assistance to the Authority that summarizes the project, the proposed eligible activities for which reimbursement will be requested, estimated costs and other required information. If the Authority authorizes the preparation of a Brownfield Plan, the developer may then work with an Environmental/Engineering/Brownfield Consultant to prepare the Brownfield Redevelopment Plan, a Development & Reimbursement Agreement, and also an Act 381 Work Plan if required (if the capture of school taxes is requested). An application fee is required to submit a Brownfield Plan.
- Step 2.** If possible, required site plan and special use approvals are received from the appropriate local authority, such as the Planning Commission and/or the Mayor and City Council.
- Step 3.** The Brownfield Redevelopment Authority reviews and recommends approval of the Brownfield Plan and the Development & Reimbursement Agreement to the Mayor and City Council. The Authority also recommends and/or authorizes scheduling a public hearing according to provisions of PA 381.
- Step 4.** The Mayor and City Council will hold the public hearing to consider the request from the Authority and approval of the Plan and associated documents and/or agreements. After the public hearing, a resolution may be issued to approve, deny, or modify the Plan and associated documents and agreements.
- Step 5.** The Brownfield Redevelopment Authority and Mayor and City Council may then execute the Brownfield Development & Reimbursement Agreement specifying the terms and conditions associated with the reimbursement of costs associated with the eligible activities. At this point, the Brownfield Plan approval process is completed unless the project is proposing the capture of school taxes.
- Step 6.** Note: If school taxes are proposed for capture as part of the Brownfield Plan to reimburse the cost of certain eligible activities, approval of a Public Act 381 Work Plan by the MDEQ and/or Michigan Strategic Fund MSF/MEDC and/or MDEQ approves the Work Plan.

CONTACT: Engineering and Building Department at 734-324-4551.

Joseph M. Voszatka, SMOOTH Development, LLC, Economic Development Brownfield Consultant, 734-301-1282, jmvoszatka@smoothdevelopment.com, jmvoszatka@wyan.org

WEBSITE LINKS:

Brownfield Program Summary at Michigan Economic Development Corporation:

<http://www.michiganbusiness.org/cm/Files/Fact-Sheets/BrownfieldProgramProcess.pdf>

Detailed Brownfield Information:

<http://www.michiganbusiness.org/cm/files/factsheets/brownfieldredevelopmentauthoritypa381.pdf>

DEQ Brownfield Information:

https://www.michigan.gov/deq/0,4561,7-135-3311_29262---,00.html

DOWNTOWN DEVELOPMENT AUTHORITY

PA 197 OF 1975

The Mayor and City Council finds it necessary for the best interests of the public to halt property value deterioration, increase property tax valuation, eliminate causes of deterioration, and promote economic growth in the downtown area. A Downtown Development Authority (DDA) is created to administer improvement programs and use a range of funding options including tax increment financing to fund public improvements.

The DDA reviews and recommends approval of an annual budget to the legislative body for final approval. Activities provided for in the approved budget can be funded by the DDA. The DDA reviews and recommends approval of an annual budget to the legislative body for final approval. Activities provided for in the approved budget can be funded by the DDA.

INVESTOR INCENTIVE:

The Wyandotte Downtown Development Authority (DDA) was created to promote and enhance the commercial core of the community, to preserve public investment and to improve the viability of businesses within the DDA District. Our grant program provides funding to owners of businesses within the city's DDA District who wish to make improvements to their existing buildings' façades and provides funding to new businesses and businesses relocating to the district.

DDA GRANT PROGRAM

The Wyandotte Downtown Development Authority (DDA) was created to promote and enhance the commercial core of the community, to preserve public investment and to improve the viability of businesses within the DDA District. Our grant program provides funding to owners of businesses within the city's DDA District who wish to make improvements to their existing buildings' façades and provides funding to new businesses and businesses relocating to the district.

CONTACT

Joseph Keller Gruber, DDA Director, 734-324-7298, jgruber@wyan.org

WEBSITE LINKS:

DDA Grants: www.wyandotte.net/ddagrants

DDA Information: www.wyandotte.net/dda

TAX INCREMENT FINANCING AUTHORITY

PA 197 OF 1975

In accordance with Public Act 450 of 1980, the Tax Increment Financing Authority (TIFA) was created to prevent urban deterioration and encourage economic development, neighborhood revitalization, and historic preservation. The board is comprised of nine (9) members who also constitute the membership of the Economic Development Corporation (EDC), a development entity utilized in the 1980s and early 1990s but is now primarily inactive. These members also serve as the board for the Brownfield Redevelopment Authority, an entity created by the Mayor and City Council in 1997 in accordance with Public Act 381 of 1996. The Authority is responsible for reviewing and adopting Brownfield Redevelopment Plans to promote the revitalization of properties that are functionally obsolete, blighted or environmentally distressed throughout the city.

The TIFA board may consider public improvements to be built by the City or reimbursed to developer to assume a development may be completed. Examples include installing new public infrastructure to provide for new development such as watermains, sewers, relocation of electrical system or similar type infrastructure improvements.

CONTACT

Paul LaManes, 734-324-7194, plamanes@wyan.org

WEBSITE LINKS:

TIFA History in Wyandotte:

<http://www.wyandotte.net/Departments/CommunityDevelopment/TIFAHistory.asp>

COMMERCIAL REDEVELOPMENT DISTRICT

PA 255 OF 1978 / 227 OF 2008

The City of Wyandotte encourages replacement, restoration and new construction of commercial property by abating the property taxes generated from new investment for a period up to 12 years. As defined, commercial property means land improvements, the primary purpose and use of which is the operation of a commercial business enterprise, including office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities.

INVESTOR INCENTIVE:

A private investor may receive a property tax abatement known as a Commercial Facilities Exemption Certificate for up to 12 years on new investment. The property owner pays a Commercial Facilities Tax rather than the normal property tax. A certificate will be issued for a period between one year and 12 years as determined by the Mayor and Council.

For a 'restored facility': The Taxable Value of the building freezes at its value prior to restoration. The Local School Operating (LSO) tax and the State Education Tax (SET) are also frozen.

For a 'new' or 'replacement facility': A 50 percent reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax (SET), is provided. Within 60 days after granting a Commercial Facilities Exemption Certificate (CFEC), the State Treasurer may also exempt 50 percent of the SET mills for a period not to exceed six years. The State Treasurer will not grant more than 25 of these SET exclusions each year.

ELIGIBLE PROJECTS:

- A property must first be included within a Commercial Redevelopment District (CRD) in order to be eligible to apply for a CFEC. If construction activity starts before the establishment of a CR, the project isn't eligible to apply. If the property is within a CRD, a CFEC application must be submitted to the City within 45 days of the start of the construction activity.
- A commercial business enterprise, including office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development and other commercial facilities.

- A mixed-use building, but only for the non-housing portion of the building; the housing portion isn't eligible for a CFEC, but may be eligible for another exemption, such as a Neighborhood Enterprise Zone (NEZ) or Obsolete Property Rehabilitation Act (OPRA) Exemption.
- Obsolete commercial property or cleared or vacant land which is part of an existing, developed commercial or industrial zone which has been zoned commercial or industrial for 3 years before June 21, 1978, and the area is or was characterized by obsolete commercial property and a decline in commercial activity.
- Land which has been cleared or is to be cleared as a result of major fire damage, or cleared or to be cleared as a blighted area under Act No. 344 of the Public Acts of 1945.
- Property which was owned by a local governmental unit on June 21, 1978, and subsequently conveyed to a private owner and zoned commercial.
- Does not include a casino and associated parking lot, hotel, motel, or retail store owned or operated by a casino, an affiliate, or an affiliated company.
- Land and personal property are not eligible for abatement under this act.

Note 1:

“Replacement facility” means commercial property to be acquired, constructed, altered, or installed for the purpose of being substituted for obsolete commercial property. Property impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect shall be considered obsolete. All other new commercial property is considered a ‘new facility’.

Note 2:

A “restored facility” means changes to obsolete commercial property as may be required to restore the property to an economically efficient condition. Restoration must result in improvements aggregating to more than 10 percent of the true cash value of the property at commencement of the restoration. Restoration includes major renovation including, but not limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes.

APPLICATION PROCESS:

- Step 1.** The Mayor and City Council at the request of the property owner or on their own initiative, establishes a Commercial Redevelopment District by resolution. A public hearing is conducted prior to approving the resolution. An application fee is required.
- Step 2.** A property owner files an application with the local clerk for a Commercial Facilities Exemption Certificate. An application fee is required. *Note: Applications are available from the Michigan Department of Treasury website at:*
http://www.michigan.gov/taxes/0,4676,7-238-43535_53197-222387--,00.html
- Step 3.** The Mayor and Council conducts a public hearing on the application. The application must be approved or disapproved not more than 60 days after its date of receipt.
- Step 4.** An approved application is sent to the State Tax Commission for filing purposes if the additional exemption of 50% of the State Education Tax (SET) millage isn't requested; if the additional exemption is requested, final approval from the State Tax Commission and/or Treasury Department is required.

CONTACT:

City Administrator, Todd A. Drysdale, 734-324-4566, tdrysdale@wyan.org

MEDC Customer Contact Center at 517-373-9808

WEBSITE LINKS:

Program Summary at MEDC Website:

http://www.michiganbusiness.org/cm/files/fact-sheets/com_redev_act-255.pdf

Detailed Information at Michigan Department of Treasury:

http://www.michigan.gov/taxes/0,4676,7-238-43535_53197-222387--,00.html

COMMERCIAL REHABILITATION DISTRICT

PA 210 OF 2005

The Commercial Rehabilitation District encourages rehabilitation of commercial property by abating the property taxes generated from new investment for a period up to 10 years.

INVESTOR INCENTIVE:

A private investor may receive a property tax abatement, known as the Commercial Rehabilitation Exemption Certificate (CREC) for up to 10 years on new investment. A certificate will be issued for a period between one year and 10 years.

The Commercial Rehabilitation Tax freezes the Taxable Value of the building at its pre-restoration value and exempts the new investment from local taxes. The Local School Operating (LSO) tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

ELIGIBILITY:

- A property must first be included with a Commercial Rehabilitation District in order to be eligible to apply for a CREC. If construction activity starts before the establishment of a Commercial Rehabilitation District, the project isn't eligible to apply. If the property is within a Commercial Redevelopment District, a CREC application must be submitted to the City within six (6) months of the start of a rehabilitation/construction activity.
- Multiple-family housing (5 units or more) or commercial buildings 15 years or older and on property at least three acres in area, unless the property is within a downtown or business area or contains a qualified retail food establishment (as defined in the Act).
- Vacant property or other commercial property that was commercial property within the immediately preceding 15 years.
- Commercial business enterprise, including office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities.
- Qualified retail food establishments including a retail supermarket, grocery store, produce market, or delicatessen that offer unprocessed USDA-inspected meat and poultry products or meat products that carry the USDA organic seal, fresh fruits and vegetables, and dairy products for sale to the public.
- Commercial property does not include property that is to be used as a professional sports stadium or a casino.

Note:

Rehabilitation is defined as changes that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. The new investment in the rehabbed property must result in improvements aggregating to more than 10 percent of the true cash value of the property at commencement of the rehabilitation of the qualified facility. Rehabilitation includes the following:

- Improvement of floor loads, correction of deficient or excessive height, new or improved fixed building
- Equipment including heating, ventilation, and lighting,
- Reducing multistory facilities to one or two stories, improved structural support including foundations,
- Improved roof structure and cover, floor replacement, improved wall placement, improved exterior and
- Interior appearance of buildings, and other physical changes required to restore or change the property to an economically efficient condition. Rehabilitation also includes new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit. Rehabilitation for a qualified retail food establishment also includes new construction.

Note:

Commercial property is a qualified facility that includes a building or group of contiguous buildings of commercial property that is 15 years or older, of which the primary purpose is the operation of a commercial business enterprise or multifamily residential use. Multifamily residential is housing that consists of five or more units.

APPLICATION PROCESS:

- Step 1. At the request of the applicant, or on their own initiative, the Mayor and City Council considers establishing a Commercial Rehabilitation District. A public hearing is conducted prior to approving or denying a resolution to establish a District. An application fee is required.

- Step 2.** The resolution is provided to the County where the district is established. Within 28 days, the county may accept or reject the establishment of the district. If establishment of the District isn't rejected, an application may then be considered by the Mayor and City Council.
- Step 3.** A property owner files an application with the local clerk for a Commercial Rehabilitation Exemption Certificate. An application fee is required. Note: Applications are available from the Michigan Department of Treasury website at http://www.michigan.gov/taxes/0,1607,7-238-43535_53197-213167--,00.html
- Step 4.** The Mayor and City Council conducts a public hearing on the application. The application must be approved or disapproved not more than 60 days after its date of receipt.
- Step 5.** An approved application is sent to the State Tax Commission for approval. A resolution is not effective unless approved by the State Tax Commission.
- Step 6.** Upon approval by the State Tax Commission, a Commercial Rehabilitation Certificate is issued.

Note:

The application shall contain or be accompanied by a general description of the qualified facility, a general description of the proposed use of the qualified facility, the general nature and extent of the rehabilitation to be undertaken, a descriptive list of the fixed building equipment that will be a part of the qualified facility, a time schedule for undertaking and completing the rehabilitation of the qualified facility, a statement of the economic advantages expected from the exemption, including the number of jobs to be retained or created as a result of rehabilitating the qualified facility, including expected construction employment.

CONTACT:

City Administrator, Todd A. Drysdale, 734-324-4566, tdrysdale@wyan.org

MEDC Customer Contact Center at 517.373.9808.

WEBSITE LINKS:

Program Summary at Michigan Economic Development:

<http://www.michiganbusiness.org/cm/files/fact-sheets/commercialrehabilitationact.pdf>

Also at Michigan Municipal League:

http://www.mml.org/pdf/opp/opp_commercialrehab.pdf

NEIGHBORHOOD ENTERPRISE ZONE

PA 147 of 1992

A Neighborhood Enterprise Zone (NEZ) Exemption Certificate provides a tax incentive for the development and rehabilitation of residential housing and to spur the development and rehabilitation of residential housing in communities where it may not otherwise occur. A NEZ promotes neighborhood revitalization, encourages owner occupied and rental housing and new investment by lowering property taxes.

INVESTOR INCENTIVE:

Taxes may be reduced for up to 12 years on new construction, and for up to 15 years for a rehabilitation project. NEZ approval must be received prior to starting construction. An interested investor should speak with the City's representative for program specifics.

A certificate expires if an owner fails to complete the filing within two years after the certificate is issued. It can be automatically revoked if any one of the following exists:

- The new facility is no longer a homestead or residential facility.
- The NEZ tax is not paid or property tax is not paid.
- The structure is not in compliance with local construction, building or safety codes.
- Requests for certificate revocation must be made to the State Tax Commission.

The NEZ tax is levied certificate holders in place of ad valorem real property taxes on the new or rehabilitated facility (not on the land on which the facility is located). Until paid, the NEZ tax is a lien on the real property. The NEZ tax on new construction attached to an existing facility will only apply to the addition.

The rest of the facility will continue to be assessed regular property taxes.

ELIGIBLE PROJECTS:

- A property must be included within a Neighborhood Enterprise Zone (NEZ) in order to be eligible to apply for an NEZ. If construction activity starts before the establishment of an NEZ, the project isn't eligible to apply. If the property is within an NEZ, a NEZ application must be submitted to the City prior to the issuance of any building permits/the start of any construction activity.
- One or two-unit residential buildings.
- Mixed-use buildings

Notes:

1. A building permit for improvement cannot be issued prior to application for an NEZ Exemption Certificate.
2. A rehabilitated facility is defined as an existing structure or a portion of an existing structure with a current true cash value of \$80,000 or less per unit that has or will have as its primary purpose residential housing consisting of 1–8 units.
3. A new facility is defined as a new structure or portion of a new structure that has as its primary purpose residential housing consisting of one or two units, one of which will be owner occupied as a principal residence. This definition includes a new individual condominium unit, in a structure with one or more condominium units, that has as its primary purpose residential housing which will be owner-occupied as a principal residence. A new facility does not include apartments, except when **all** of the following criteria are met:
 - Rented or leased or is available for rent or lease.
 - A mixed-use building or located in a mixed-use building that contains retail business space on street level floor.
 - Located in the City’s qualified downtown district or boundaries identified by the City in an area zoned and primarily used for business.

APPLICATION PROCESS:

- Step 1.** Once it is determined that the property is within a Neighborhood Enterprise Zone (NEZ) and eligible for an Exemption Certificate an owner/developer of a proposed new facility or rehabilitated property files an application for an NEZ certificate with the City. Applications are available from the Michigan Department of Treasury's website at http://www.michigan.gov/documents/treasury/4775_330888_7.pdf

The NEZ application must be filed before a building permit is issued.

- Step 2.** An owner/developer obtains a building permit and submits a copy to the City.
Note: The NEZ application must be filed before a building permit is issued.

- Step 3.** Upon project completion, the property owner submits to the City one of the following:

1. New Facility/Homestead Facility — Certificate of Occupancy and/or an affidavit executed by the owner affirming that the facility is occupied by the owner as a principal residence.

- Step 4.** Rehabilitated Facility - information required on the NEZ application and/or by the NEZ Act. Please see the Application for additional details.
- Step 5.** The City Engineer forwards the application, approved resolution and the appropriate documentation (Nez Application, building permit, resolution, Warranty Deed, legal description and parcel number) to the State Tax Commission within 60 days of receipt.
- Step 6.** Once Developer/Owner is issued the Certificate of Occupancy/Approval and the Engineering Department will forward said Certificate to the State Tax Commission.
- Step 7.** Within 60 days of the receipt of the completed application, the State Tax Commission will issue a certificate to the applicant if it is determined that the facility complies with the NEZ program requirements within 60 days of receipt of the completed application. Copies of the certificate are sent to the applicant, assessor's office and each affected taxing unit.

CONTACT:

Engineering and Building Department, Kelly Roberts, 734-324-4555, kroberts@wyan.org
MEDC Customer Contact Center at 517.373.9808.

WEBSITE LINKS:

Program Summary at Michigan Economic Development Corporation

<http://www.michiganbusiness.org/cm/files/fact-sheets/neighborhoodenterprisezone.pdf>

Detailed information at Michigan Department of Treasury:

http://www.michigan.gov/documents/treasury/4775_330888_7.pdf

Information on the City of Wyandotte website:

<http://www.wyandotte.net/departments/communitydevelopment/neighborhoodenterprisezone.asp>

OBSOLETE PROPERTY REHABILITATION EXEMPTION

PA 146 OF 2000

The Obsolete Property Rehabilitation Act (OPRA) provides a tax incentive to encourage the redevelopment of obsolete and older buildings into vibrant commercial and mixed-use projects. The tax incentive is designed to assist in the redevelopment of older buildings in which a facility is contaminated, blighted or functionally obsolete.

INVESTOR INCENTIVE:

The advantage to the developer is savings on property taxes. The tax incentives freeze local property taxes at the building's pre-rehabilitation Taxable Value for up to 12 years. In addition, the State Treasurer has the ability to exempt one-half of the school millage (the Local School Operating and State Education Tax) for up to six years on 25 projects per year.

ELIGIBLE PROJECTS:

- Commercial Building
- Mixed-Use Residential Building

APPLICATION PROCESS:

1. The Mayor and City Council at the request of the property owner or on their own initiative considers establishing an Obsolete Property Redevelopment Act (OPRA) District by resolution. A public hearing is conducted prior to approving the resolution. An application fee is required if action is initiated by the property owner.
2. If the District is established, an owner of an obsolete property within the district files an application for an OPRA certificate with the City Clerk. Applications are available from the Michigan Department of Treasury website at: http://www.michigan.gov/documents/3674f_2640_7.pdf An application fee is required.
3. The City Clerk schedules a public hearing and notifies the Assessor and each taxing unit that levies property taxes.
4. The Mayor and City Council holds a public hearing prior to acting on the application for an OPRA Certificate.
5. Within 60 days of receipt of application, the Mayor and City Council approves or disapproves the application and sets the number of years for the Certificate by resolution. The decision is completed within 60 days of the City receiving the application.

An approved application and resolution is sent to the State Tax Commission (STC). The STC has 60 days to approve or disapprove the application.

CONTACT:

City Administrator, Todd A. Drysdale, 734-324-4566, tdrysdale@wyan.org

MEDC Customer Contact Center at 517.373.9808.

WEBSITE LINKS:

Program Summary at Michigan Economic Development Corporation:

<http://www.michiganbusiness.org/cm/files/fact-sheets/obsoletepropertyrehabilitationact.pdf>

Detailed information at Michigan Department of Treasury:

http://www.michigan.gov/taxes/0,1607,7-238-43535_53197-213167--,00.html

PERSONAL PROPERTY TAX ABATEMENT

PA 328 OF 1998

The Personal Property Tax Abatement Act allows the Mayor and City Council to exempt new personal property tax of an eligible business as an economic development incentive and to support the expansion of qualified businesses. Personal property eligible for abatement includes equipment, furniture, computer systems and other taxable business assets other than real property. The City Council will consider the merits of each individual project and the overall benefits that result from granting the exemption.

New personal property is defined as property not previously subject to property taxes in any other jurisdiction in this state. This includes personal property already in Michigan, but exempt for another reason.

INVESTOR INCENTIVE:

The City Council may provide up to 100 percent abatement of new personal property taxes for a period of up to 12 years for a businesses. The City determines the number of years granted and may grant any number of years for the exemption.

ELIGIBLE PROJECTS:

An eligible business is a business engaged primarily in manufacturing, mining, research and development, wholesale trade or office operations. Eligible business does not include a casino, retail establishment, professional sports stadium, or that portion of an eligible business used exclusively for retail sales.

APPLICATION PROCESS:

- Step 1.** An Application for an Exemption of New Personal Property by the business owner is filed with the City Council.
- Step 2.** City personnel will meet with the applicant, review the application, work with the applicant on finalizing the application, and then prepare materials necessary for the Mayor and City Council to consider the application for approval.
- Step 3.** The Mayor and City Council adopts a resolution scheduling a public hearing on the application.
- Step 4.** The Mayor and City Council holds a public hearing, after which the Mayor and City Council may adopt a resolution to approve, deny or modify the application.

Step 5. The approved application and adopted resolution are sent to the Michigan Department of Treasury/State Tax Commission for final approval. The State Treasurer is responsible for final approval of the exemption. The application must be approved or denied within 60 days.

CONTACT:

City Assessor, Thomas Woodruff, 734-324-4512, assessor@wyan.org

MEDC Customer Contact Center at 517.373.9808.

WEBSITE LINKS:

Program Summary at Michigan Economic Development Corporation:

<http://www.michiganbusiness.org/cm/files/fact-sheets/personalproptax328.pdf>

Detailed information at Michigan Department of Treasury:

http://www.michigan.gov/taxes/0,1607,7-238-43535_53197-213167--,00.html

INDUSTRIAL FACILITIES TAX EXEMPTIONS: PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT

PA 198 OF 1974

The City of Wyandotte provides tax abatements to eligible manufacturers to enable renovation and expansion of aging facilities, assist in the building of new facilities, and to promote the establishment of high-tech facilities. Industrial property tax abatements provide incentives for eligible businesses to make new investments. Industrial property is defined as land improvements, buildings, structures, and other real property and machinery, equipment, furniture, and fixtures or any part or accessory whether completed or in the process of construction comprising an integrated whole.

An Industrial Facilities Tax Exemption (IFT)/Industrial Facilities Exemption Certificate (IFEC) can be granted in an Industrial Development District (IDD) and a Plant Rehabilitation District (PRD). The IDD is applied in areas for new construction. A PRD is applied in areas for rehabilitation of obsolete facilities. The City Council will consider the merits of each individual project and the overall benefits that result from granting the exemption.

INVESTOR INCENTIVE:

An Industrial Facilities Tax Exemption certificate entitles the facility to exemption of approximately 50% of ad valorem real and/or personal property taxes for a term of up to 12 years, as determined by the Mayor and City Council. As part of the approval process, the application and City are required to enter into a contract memorializing the terms and conditions of the Abatement, commonly known as a 'Letter of Agreement'.

Notes:

1. Any buildings and equipment that existed prior to construction of a new facility are not exempt.
2. If the project is for rehabilitation, the value of any pre-existing obsolete property is exempt from ad valorem property taxes, but will be used as the base for the IFT.
3. Similarly, any structures or equipment added after completion of the project are fully taxable.
4. Land is specifically excluded from the benefits of the act and is fully taxable.

ELIGIBLE PROJECTS:

- A property must either be included within an Industrial Development District (IDD) or Plant Rehabilitation District (PRD) in order to be eligible to apply for an IFT/IFEC, or an applicant must submit a written request to establish a District to the City Clerk, and have the request date-and-time-stamped upon submittal. If construction activity starts before the establishment of an IDD/PFD or the submittal of a written request to establish a District, the project isn't eligible to apply. An IFT/IFEC application must be submitted to the City within six (6) months of the start of construction activity/issuance of any building permits.
- Industrial plants that primarily manufacture or process goods or materials by physical or chemical change.
- Related facilities of Michigan manufacturers such as offices, engineering, research and development, warehousing or parts distribution.
- Research and development laboratories, high-tech facilities and large communications centers can qualify throughout Michigan.
- The applicant is a qualifying business as outlined in MCL 207.552.

APPLICATION PROCESS:

- Step 1.** A Plant Rehabilitation or Industrial Development District must be created, or its establishment formally requested in writing, prior to initiating a project. A District may be established at the request of the applicant, or at the initiative of the Mayor and City Council. A public hearing is conducted prior to approving or denying a resolution to establish a District. An application fee is required if the District request is initiated by the applicant.
- Step 2.** The application is filed with the City Clerk. An application fee is required. Applications are available from the Michigan Department of Treasury website: http://www.michigan.gov/documents/1012f_2637_7.pdf
- Step 3.** The Mayor and City Council reviews and approves or disapproves the application along with the 'Letter of Agreement' within 60 days of the clerk's date of receiving the completed application. A public hearing is conducted as part of the review process.
- Step 4.** The application, resolution of approval and executed contract are forwarded to the State Tax Commission for final approval and issuance of certificates. An exemption is not effective until approved by the State Tax Commission.

CONTACT:

City Administrator, Todd A. Drysdale, 734-324-4566, tdrysdale@wyan.org

MEDC Customer Contact Center at 517.373.9808.

WEBSITE LINKS:

Program Summary at Michigan Economic Development Corporation:

<http://www.michiganbusiness.org/cm/Files/Fact-Sheets/IndustrialProptaxAbatePA198.pdf>

Detailed information at Michigan Department of Treasury:

http://www.michigan.gov/taxes/0,1607,7-238-43535_53197-213175--,00.html

MICHIGAN COMMUNITY REVITALIZATION PROGRAM (MCRP)

PA 2252 OF 2011

The Michigan Community Revitalization Program (MCRP) is an incentive program available from the Michigan Strategic Fund (MSF), in cooperation with the Michigan Economic Development Corporation (MEDC). The program is designed to promote community revitalization through the provision of grants, loans or other economic assistance for eligible investment projects. MCRP funds can be used along with ACT 381/Tax Increment Financing (TIF) to fund projects. Projects must be located on an Eligible Property, meaning property meeting one or more of the following conditions:

- A contaminated facility/building/land
- Historic resource
- Blighted
- Functionally obsolete
- Adjacent or contiguous to a property described above, if the development of the adjacent and contiguous property is estimated to increase the taxable value of the property described above.

MSP support will be determined based on a needs analysis; however, under no conditions will the MSF support exceed 20% of the total eligible investment for a single non-historic project (and 25% for a historic project). As part of the needs analysis, four (4) different criteria are reviewed for each project to determine the appropriate level of MSF support.

- Project cash flow and ability to support debt
- Project loan to value
- Project costs
- The owner's equity contribution

Generally, no funds will be disbursed until the project is verified as complete.

INVESTOR INCENTIVE:

A private investor may receive a property tax abatement, known as the Commercial Rehabilitation Exemption Certificate (CREC) for up to 10 years on new investment. A certificate will be issued for a period between one year and 10 years.

CONTACT

Joseph Keller Gruber, DDA Director, 734-324-7298, jgruber@wyan.org

MEDC Customer Contact Center at 517.373.9808.

WEBSITE LINKS:

Program Summary at Michigan Economic Development Corporation:

<http://www.michiganbusiness.org/cm/files/fact-sheets/communityrevitalizationprogram.pdf>

Detailed Information at Michigan Economic Development Corporation

<http://www.michiganbusiness.org/community/development-assistance/>

SPECIAL EVENTS

The City of Wyandotte hosts many special events in and around the Central Business District throughout the year and opportunities for business involvement in these events. Our Special Event Coordinator works closely with the Wyandotte Museums, The Downtown Development Authority (DDA), The Recreation, Leisure & Culture Department, the Wyandotte Business Association (WBA) and other third party organizations to coordinate Special Events in the City. Noteworthy events handled by the Special Event Coordinator include: The Wyandotte Street Art Fair, The Holiday Parades, Wyandotte Fishing Derby, Music in the Park and the Flicks on Bricks outdoor movie nights. The Special Events Office also oversees the rental of the Wyandotte Trolley and Showmobile (a portable stage). The Wyandotte Business Association (a volunteer-run non-profit) hosts Third Friday events in Downtown Wyandotte each month which are funded by the Downtown Development Authority.

HOSTING A SPECIAL EVENT IN WYANDOTTE

Many merchants desire to host events or activities adjacent to their business and this requires city approval. The below are the steps to apply for special event approval with the Special Events Office in the City of Wyandotte.

Merchants who would like to utilize city property must complete a City of Wyandotte Special Events Application. This form has all the information needed to host an event in our city. Once the application is filled out and sent to the Special Events Coordinators office, it is reviewed by the office and sent along to all other city service departments, then our Legal Department and finally our Mayor and City Council. Typically, we require a signed hold harmless on file with the potential for adding the City as additional insured.

Any questions regarding this application/process may be answered by the Special Events Coordinator at hthiede@wyan.org or 734-324-4502.

BUSINESS PARTICIPATION IN THE WYANDOTTE STREET ART FAIR

As one of the largest fine art fairs in the State of Michigan, the Annual Wyandotte Street Art Fair attracts fine artists from across the state, region and nation to showcase their work, and offers a platform to expand community awareness of the creative arts through a quality event that provides cultural enrichment to all ages in a fun and festive environment. The Special Events Office in the City of Wyandotte organizes the Wyandotte Street Art Fair as well as many other special events in the city. In an effort to maintain a high level of quality and public confidence we

provide simple rules that benefit both the public and participants alike. The details about participation are outlined below:

1. The Special Events Offices will allocate space using 3 selection criteria:
 - a. Merchants/restaurants located within the footprint of the art fair are given first-priority and the use of their business store front footage. There is no booth charge to participate in the fair for these businesses only. Other charges (electrical, etc.) may be applicable.
 - b. Wyandotte businesses/restaurants who have commercial storefronts are given second priority and a 10 x 10 space.
 - c. Wyandotte home-based businesses and restaurants located outside of the city are given third-priority.
2. All Merchant applications are emailed or mailed out in January and are available by emailing the Special Events Office at hthiede@wyan.org.
3. Merchants are required to add the City of Wyandotte as additional insured to their insurance, sign a hold harmless agreement, abide by all city laws/ordinances, fire codes, rules and regulations of the fair and pay all necessary fees in order to participate.
4. Applications are processed after the deadlines for each category. Booth information is sent via email from the Special Events Office.

Booth rental and other charges are applicable for businesses who wish to participate in the fair. Please remember, space in the WSAF is not guaranteed; we use a first-come first-served system when processing rounds two and three.

SPECIAL EVENTS OFFICE INFORMATION

General Office Hours of the Special Events Office: Monday thru Friday 8:00 to 5:00. The Special Events Office is closed on holidays and when other city offices are closed. It is located at 2624 Biddle Avenue, Wyandotte, MI. 48192. Contact: Heather Thiede, 734-324-4502 or hthiede@wyan.org

SPECIAL EVENTS APPLICATION

<http://www.wyandotte.net/FrontDesk/Forms/SpecialEventPacketAndApplication.pdf>

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **3**

ITEM: Municipal Services – Fiscal 2017 Budget – Electric, Water and Telecommunications

PRESENTER: Paul LaManes, Assistant General Manager *PLM*

INDIVIDUALS IN ATTENDANCE: Rod Lesko-^{*R*}General Manager, Charlene Hudson-^{*CH*}Power Systems
Supervising Engineer, Bill Weirich-^{*BW*}Supt. of Water, Steve Timcoe-^{*ST*}Supt. of Telecommunications

BACKGROUND: Operating and Capital Budgets for Electric, Water and Telecommunications for FY2017 as approved by the Municipal Services Commission and as recommended by WMS Management are being presented for concurrence of approval by the City Council.

STRATEGIC PLAN/GOALS: Fiscal responsibility for the Department of Municipal Services.

ACTION REQUESTED: Adopt a resolution concurring with the Wyandotte Municipal Services Commission approval of the Electric Utility Operating & Capital Budget, Water Utility Operating & Capital Budget and Telecommunications Utility Operating & Capital Budget for Fiscal Year 2017 as recommended by WMS Management.

BUDGET IMPLICATIONS: All department budgets for FY2017 meet revenue requirements, and bond ordinances where applicable.

IMPLEMENTATION PLAN: Finalize budget in BS&A software system as adopted for Fiscal 2017.

MAYOR'S RECOMMENDATION: *J.P.*

CITY ADMINISTRATOR'S RECOMMENDATION: *J. Dupdal*

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS

- Electric Utility Budget - Fiscal Year 2016 - 2017
- Water Utility Budget - Fiscal Year 2016 - 2017
- Telecommunications Utility Budget - Fiscal Year 2016 - 2017

RESOLUTION:

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

A resolution approving the adoption of the Electric Utility Operating & Capital Budget for Fiscal 2016 - 2017, Water Utility Operating & Capital Budget for Fiscal 2016 - 2017 and Telecommunications Utility Operating & Capital Budget for Fiscal 2016 - 2017.

I move the adoption of the foregoing resolution.

MOTION by

Councilperson: _____

Supported by Councilperson: _____

YEAS

COUNCIL

NAYS

Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr.
VanBoxell

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12th, 2016

AGENDA ITEM # 4

ITEM: Three Yack Arena Rental Contracts – Spring Fling, Koller Wedding Reception, and Guru Purnima

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: These three contracts are for separate events occurring in 2017 during the Spring/Summer season. On May 12th and 13th, St. Vincent Palloti Parish will be putting on their annual Spring Fling Festival featuring food, drinks, music, games, and raffles. On July 6th – 9th, Guru Purnima, an Indian and Nepalese festival dedicated to spiritual and academic teachers, will take place at the Yack. Over the course of the four days, there will be special guest speakers throughout the day, question and answer sessions, and food will be served during the day. On July 22nd, 2017, Noel Koeller would like to rent the Yack Arena to serve as the venue for her wedding reception. She has already visited the Yack Arena with a wedding planner and has envisioned what her perfect reception will look like. She is having a small wedding and expects there to be 75 to 100 people in attendance. Due to the large size of the venue, we will condense the size of the reception area with pipe and drape. She will be bringing in an outside caterer, bartenders, a dj as well as a live band. Since it will be an open bar and guests will not be buying drinks, she is not required to secure a liquor license for this event. Bill Look has approved all three contracts. A blank contract, hold harmless agreement, and listing of arena rental costs is attached.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life by providing a venue for various events while generating additional revenue through the continued use of Yack Arena during the off-ice season.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: These events will generate \$1300 revenue per day plus any additional related costs (table/chair, drape rental, etc.) which will be deposited into **account# 101-000-654-020**

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shrysdal*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Bill Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

- 1) Copy of Arena Rental Contract
- 2) Copy of Hold Harmless Agreement
- 3) Listing of Yack Arena Rental Fees

RESOLUTION:

Wyandotte, Michigan
Date: September 12th, 2016

RESOLUTION by Councilman _____

Resolved by the City Council that Council hereby approves the Benjamin F. Yack Recreation Center Rental Contracts in the amount of \$1,300.00 per day including any extra associated rental costs, payable in full upon completion of the event as stipulated in the Contract, for the St. Vincent Pallotti Spring Fling Festival on May 12th and 13th, Guru Purnima on July 6th-9th, and the Koeller Wedding Reception on July 22nd to be held at the Benjamin F. Yack Recreation Center. **And Be It Further Resolved** that Council hereby authorizes the Mayor and City Clerk to sign said contract.

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	
	Van Boxell	

BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT
City of Wyandotte, Michigan

This permit, granted this _____ day of _____ 20____, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to _____, hereinafter called the "Permittee."

Witnesseth:

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee.
Security Deposit to accompany this Contract.
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz _____

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance ***at least 30 days in advance of the event*** as follows, ***naming the City of Wyandotte as Additional Insured:***

- A. Workmen's Compensation Insurance as required by the laws of the State of Michigan;**
- B. Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;**
- C. Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;**
- D. Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.**

- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

- authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises.
- F. The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner.
- G. The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations.
- H. The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
- I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
- J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
- K. The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination.
- L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs.
- M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
- N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
- O. Permittee shall not make any alterations in the premises without written approval of the Owner.
- P. Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee.
- Q. Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.
- R. Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner.

- S. Permittee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- T. The policy of the Owner is to serve the public in the best possible manner and Permittee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame-proofed material and conform with requirements of the Fire Department.
- V. The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permittee.
- W. The premises shall be accepted by Permittee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permittee.
- X. If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permittee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z. The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permittee or its agents or employees or the patrons of the Permittee.
- AA. Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permittee any payments that have been made for the period of the permit prevented or interrupted and the Permittee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permittee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB. Amounts and contents of Permittee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative.
- CC. The Permittee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permittee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD. Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final.
- EE. It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permittee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permittee may be served by mailing the same to the Permittee at the address hereinbefore set forth or by delivering a copy thereof to the Permittee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified.
- II. Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account.
- JJ. Permittee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permittee's use of the Yack Arena.
- KK. Permittee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE:

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

By

Signature

Printed Name

Title or Position if signing on behalf of the Permittee

OWNER:

CITY OF WYANDOTTE,
a municipal corporation of the State of Michigan

By

Mayor Joseph Peterson

City Clerk Lawrence S. Stec

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name _____
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to:

_____ for the use of the Yack Arena on the following date/dates: _____, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the **NO SMOKING POLICY** during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this _____ day of _____, 20 ____.

Name of Organization _____

By _____

Its _____

EVENT INFORMATION

Contact Person _____

Address _____

City, State, Zip _____

Home Phone # _____

Cell Phone # _____

Alternate Phones _____

BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE
RECREATION
DEPARTMENT

2017 Associated Rental Cost

A **four-wall policy** will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The **Arena Rental Fee** will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday	\$500 per day
Additional day for set-up or take down on holiday	\$1,000 per day
Per hour rate for any time after 5 p.m. or on a holiday	\$100 per hour

Additional Rental Fees:

Kitchen/Concession Area	\$320 per day
Trash Removal (per dumpster)	\$35 per dumpster
Additional Electrical 110 electric drop	\$15 per drop
Additional Electrical 220 electrical drop	\$30 per drop
Table Rental	\$5 each
Table Rental & set-up	\$6 each
Chair Rental	\$1 each
Chair Rental & set-up	\$1.25 each
Bleacher – pull out	\$100
Pipe and drape set-up	\$3 per section

Other Services may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

ELECTRONIC SIGNS:

YACK ARENA (3RD & EUREKA)

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

D.D.A. (FORT STREET & EUREKA AVENUE)

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at **Fort Street & Eureka** before your event, **please fill out an application at the Customer Assistance Department** located on the lower floor of City Hall or print a form from Wyandotte.net and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # 5

ITEM: 81 Chestnut St. Lease Agreement – Downriver Council for the Arts

PRESENTER: Joe Gruber, DDA Director



INDIVIDUALS IN ATTENDANCE: Erin Suess, Executive Director of the DCA

BACKGROUND:

The James R. DeSana Center for Arts and Culture is one of our community's most treasured assets, primarily because it is home to the Downriver Council for the Arts. Without this prominent and regional non-profit arts organization serving as the main tenant of the building, the Wyandotte Arts Center loses a tremendous amount of added-value. The DCA is quickly approaching the end of their lease agreement with the City of Wyandotte. It is our responsibility to protect and enhance our assets by facilitating growth and development of local institutions.

The City of Wyandotte is currently benefitting from the DCA as the main tenant of the James R. DeSana Center for Arts and Culture in the form of productive occupancy, building maintenance and rental income. These benefits are subsidized by the Downtown Development Authority in the form of an annual stipend provided to the DCA for operational expenses which cover rent and building maintenance. The City of Wyandotte benefits from the DCA through active programming all year round that provides creative outlets for people of all ages, specifically families, children and seniors. The City of Wyandotte benefits from the DCA in the form of thousands of visitors to the Downtown every year.

STRATEGIC PLAN/GOALS:

“Key Considerations in the Physical Improvement of Downtown... Encourage restoration of historic buildings within the district... Partnerships with businesses, non-profit organizations and volunteers are essential to the success of downtown.” *Downtown Development Authority Strategic Plan 2014*

“We are committed to historic preservation and legacy initiatives as they are a critical element to the future of the city by...increasing external funding of historical and legacy initiatives from federal, state and private sources.” *The City of Wyandotte, Michigan Strategic Plan 2010-2015*

ACTION REQUESTED:

We are requesting that the Mayor and City Council engage in a 10 year lease agreement with the Downriver Council for the Arts so that we may solidify their place and home in our community while further pursuing additional funding streams and grants to enhance the physical structure and to grow the organization.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

FY 16-17 marks the last year for DDA Annual Stipend of \$20,000 to DCA from Account #499-200-850-517.

IMPLEMENTATION PLAN:

A working group should organize to diligently and strategically work towards drafting a long-term lease agreement between the City of Wyandotte and the Downriver Council for the Arts. This group should consist of Members of the Wyandotte City Council, City Employees, DDA Board Members, DCA Board Members and other key stakeholders. Through a collaborative community effort, I am confident we can bolster this community asset, optimizing the highest and best use of the historically designated structure and launch the DCA into the next phase of its organizational lifecycle.

The DCA will be approaching local city governments representing twenty downriver communities throughout Southeast Michigan in generating stronger support for the DCA. The DCA will also be approaching arts and culture organizations throughout southeast Michigan to garner support. I will continue working with the newly hired Executive Director and Board of Directors at the DCA in order to facilitate organizational growth that further establishes the DCA as an anchoring institution in this community and in this region.

COMMISSION RECOMMENDATION: DDA Approved, June 14, 2016

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

- A) Existing signed lease agreement for 81 Chestnut Street with the DCA

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the DDA Director to draft a 10 year lease agreement for 81 Chestnut Street for the Downriver Council for the Arts.

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	

LEASE AGREEMENT

This Lease Agreement is made and executed on the 3rd day of March 2016 by and between City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan, 48192 referred to as Lessor, and Downriver Council for the Arts, a Michigan nonprofit corporation, referred to as Lessee.

The parties agree as follows:

SECTION ONE

DEMISE, DESCRIPTION, USE AND CONDITION OF PREMISES

Lessor demises and lets to Lessee, to occupy and to use for arts, cultural and arts-related educational programs and activities, exhibits, studio rental, exhibitions and arts-related office purposes and for no other purposes, the following real estate located in the County of Wayne, State of Michigan, described as follows ("Leased Premises"):

81 Chestnut Street, Wyandotte, Michigan

together with nonexclusive use of parking facilities owned by the City located adjacent to or near the Leased Premises.

Lessor, its agents or others have made no representations or warranties as to the condition or the state of repair of the Leased Premises.-Lessees' acceptance of the Leased Premises is conditioned upon the issuance of a certificate of occupancy from the authorized municipal agency.

SECTION TWO

TERM

The Lessee acknowledges it will be allowed to examine the Leased Premises prior to the commencement of the term of this Lease and knows the condition thereof. The term of this Lease Agreement shall be from January 1, 2016 to September 30, 2016 unless otherwise terminated pursuant to Section Seven. Ninety (90) days prior to the end of the Lease Term, the Lessee may request an extension of the Lease Term and Lessor shall in good faith consider such request (provided however nothing herein contained shall be interpreted to provide Lessee a right to any extension hereof for less than the then market rental value of the Leased Premises), at which time, provided Lessor approves the request, a new Lease Agreement shall be executed.

SECTION THREE

RENT

Lessee agrees to pay Lessor a cash rent (prorated accordingly) for the above-described Leased Premises of Nine Thousand, Five Hundred and 0/100 (\$9,500.00) Dollars per year, paid on a quarterly basis on the first day of January, April, and July

SECTION FOUR

A. LESSEE'S DUTIES IN OPERATING LEASED PREMISES

Lessee agrees as follows:

1. To keep and maintain the interior of the Leased Premises in a condition similar to the condition that it was on the commencement of the Lease Agreement. Except for ordinary wear and loss and/or unavoidable destruction.
2. To take proper care of, and to prevent injury to, the Leased Premises.
3. To provide janitorial services on a regular basis.
4. To prevent all unnecessary waste, loss, or damage to the property or Lessor.
5. To keep the Leased Premises neat and orderly.
6. To insure all of its personal property; and carry public liability insurance for not less than One Million (\$1,000,000) Dollars per occurrence, and to name Lessor as an additional insured thereon.
7. To carry workmen's compensation insurance.
8. Not to assign this Lease Agreement or sublet any part of the Leased Premises without the written consent of the Lessor except for the purpose of renting space to artists or users of the facility consistent with the purpose of operating an arts center. Note that the Lessee shall be responsible for any real property taxes if the property is considered taxable.
9. Not to erect signs without first obtaining prior written consent of Lessor.
10. Not to permit or allow smoking, the use of alcohol, drugs, or tobacco on the Leased Premises except with written consent from the Lessor and upon the receipt of all necessary permits allowing such activity.
11. To develop and implement a marketing plan for the Leased Premises to be presented to the Lessor within thirty (30) days of commencement of the lease term.
- ~~12.~~ To provide a minimum public access to the Leased Premises of eight (8) hours a day, six (6) days a week.
13. Coordinate and manage all activities related to the rental of the Leased Premises.
14. Develop fundraising and grant writing services for the purpose of supplementing the cost of maintaining and improving the Leased Premises and the operations that occur within. Lessor acknowledges and agrees that Lessee will also engage in fundraising, including but not limited to grants, donations, gifts, events and programs and the like, to support Lessee's operations and the arts programming

- and activities that are the intended purpose of Lessee's occupation of the Leased Premises, and that without such fundraising efforts, Lessee cannot meet its mission and carry out such programming and activities.
15. To develop and implement all programming at the Leased Premises [including a web presence].
 16. Provide quarterly financial reports to the Lessor and provide access to all financial records associated with activities at the Leased Premises.
 17. Provide security for building and events.
 18. Provide annual activity reports to the Lessor or more frequently upon request.
 19. Provide free use of the facility by the City of Wyandotte ("City") for events or presentations when a minimum sixty (60) day notice is provided by the City. The City will make every attempt to provide at least a ninety (90) day request and understands that no guarantees of facility availability can be made when the request does not meet the longer notice period. Except for the use of the facility, the City will be responsible for all associated costs for these events.
 20. Use its best efforts to cause the Leased Premises to be operated and maintained in such a manner that will avoid the occurrence of any event causing the recapture of all or any part of the historic tax credits awarded to Lessor as a result of the rehabilitation of the Leased Premises;

B. LESSOR'S DUTIES IN OPERATING LEASED PREMISES

Lessor agrees as follows:

1. To maintain the exterior of the Leased Premises [through the City's Department of Public Works] including snow plowing, landscaping, grass cutting, and other maintenance issues. Exterior maintenance does not include tuck pointing of bricks.
2. To assist in non-routine maintenance of the interior of the building [through the City's Department of Public Works] including HVAC, electrical, and plumbing systems. Interior maintenance does not include plaster repair to walls or ceilings.

In the event any repairs to be performed by Lessor shall be directly necessitated by negligence or misuse by the Lessee, then the Lessee shall pay all reasonable expenses for such repairs.

Lessee shall promptly notify Lessor of any needed repairs.

Lessor retains the right to sell the naming rights to the building with the proceeds held by the Lessor in a separate account, and designated solely to support the operations, programs and activities undertaken by Lessee. The proceeds shall be released to Lessees for such purposes upon Lessee' request. Any funds remaining unused at the time of the termination of the lease shall be sole property of the Lessor and can be used for any purpose identified by the Lessor. All other naming rights with respect to galleries, rooms, activities, studios, fixtures and other contents of the Leased Premises shall reside

with Lessee, and proceeds from such naming rights shall be designated by Lessee in its sole discretion.

C. INDEMNIFICATION

Lessee agrees to pay and to defend, indemnify and hold harmless the Lessor from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Lessor, its employees, agents, members, or other persons serving in an advisory capacity to any of them or against the Leased Premises or any portion thereof, arising from: any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof from and after the date hereof; violation by Lessee, its employees, agents, or members, or invitees of any of them, of any environmental law affecting the Leased Premises or any part thereof or the ownership, occupancy or use thereof from and after the date hereof; provided, however, that notwithstanding the foregoing, Lessee shall not have any liability to Lessor for any loss or damage arising out of acts of Lessor, or persons under the control or direction of Lessor, including claims with respect to Lessor's work, or out of any release or threat of release of hazardous substance for which Lessor is responsible; provided, further, notwithstanding anything herein to the contrary, in no event shall the Lessee have any liability or obligation, and the Lessor shall indemnify, defend and hold the Lessee harmless from and against any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof with respect to any event first occurring on or before the commencement of this Lease Agreement. The Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section. The obligations of Lessee under this Section shall survive the Lease Term. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

SECTION FIVE

LESSEE'S RIGHT TO MAKE IMPROVEMENTS AND ALTERATIONS

Lessee shall have the right to make non-structural alterations or improvements to the portion of the Leased Premises to which it has exclusive and nonexclusive rights.

However, all such improvements, alterations, and modifications shall be done at its sole cost and expense and only after Lessee has presented to Lessor a written proposal for such work with appropriate drawings and plans attached. No work shall be commenced prior to written approval by Lessor. In the event Lessor does not give its approval, the decision shall be final and binding.

SECTION SIX

LESSOR'S RESERVATION OF RIGHTS, LESSEE'S NONEXCLUSIVE USE

The Lessee shall use and occupy the Lease Premises as described above, however, subject to the following:

[none identified]

SECTION SEVEN

DEFAULT

Lessee shall be in default if it fails to carry out substantially the provisions of this Lease Agreement within thirty (30) days after service by Lessor of written notice to Lessee as provided in Section Nineteen regarding Lessee's failure to fulfill its obligations. In the event the default is not cured within the notice period, Lessor shall have the right to reenter and to take full possession of the Leased Premises, which Lessee agrees to vacate peaceably without claim for damages. Lessee shall be responsible and pay any and all reasonable attorney fees and costs incurred by Lessor in the enforcement of this Lease or removal of Lessee from the Leased Premises.

SECTION EIGHT

UTILITY PAYMENTS

Lessee shall pay one hundred (100%) percent of all utility charges directly attributable to the Leased Premises. These amounts include, but are not limited to, electric, natural gas, water, telephone, internet service, security and fire alarm monitoring, and elevator maintenance. Utilities shall be put in the Lessee's name at the commencement of the lease. These amounts can be paid from proceeds received from rental activity at the Leased Premises.

SECTION NINE

COMPENSATION FOR DAMAGE

At the conclusion of the Lease Agreement, Lessee shall pay to Lessor reasonable compensation for any damage to the Leased Premises for which Lessee is responsible,

after due allowance is made for damage resulting from ordinary wear and depreciation or from causes beyond Lessee's control.

SECTION TEN

RIGHT TO REENTRY

Lessor reserves the right to enter the Lease Premises at all reasonable times for the purpose of viewing or making repairs or improvements on or to the Leased Premises, provided that such entry and activity shall not unreasonably interfere with the occupancy of Lessee.

SECTION ELEVEN

GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

SECTION TWELVE

WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION THIRTEEN

TERMINATION

At the termination of this Lease Agreement, by the terms hereof, by operation of law, or otherwise, Lessee shall remove all of its furniture and furnishings on or before the termination date. Lessee shall leave at the Leased Premises all property owned by Lessor or third parties. The Lessee shall leave the Leased Premises in substantially the same condition as it was received. Any property that shall be left by Lessee after termination shall be considered abandoned by the Lessee unless prior arrangements are made in writing with Lessor.

SECTION FOURTEEN

EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION FIFTEEN

ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

SECTION SIXTEEN

MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION SEVENTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

SECTION EIGHTEEN

EFFECTIVE DATE

Notwithstanding the date this Lease was executed, this Lease shall be and is effective January 1, 2016.

SECTION NINETEEN

NOTICES

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any such written communication shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary), and shall be deemed sufficient to preserve the rights of the sending party, if either (a) mailed by certified or registered mail, with postage prepaid by sender, or shipped by express courier service, with charges prepaid by sender and receipted for by or on behalf of the intended recipient, in each case to the following address (or to such other address as any party may designate for himself or itself by notice to the other parties given pursuant hereto), or (b) delivered by hand and receipted for by or on behalf of the intended recipient:

Lessor: City of Wyandotte
 3200 Biddle Avenue
 Wyandotte, MI 48192

Lessee: Executive Director
 Downriver Council for the Arts
 81 Chestnut
 Wyandotte MI 48192

SECTION TWENTY

BINDING EFFECT

The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, successors, and assignees of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed their names and affixed their seals the day and year first written above.

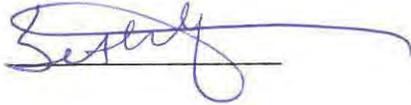
WITNESS

City of Wyandotte



By: The City of Wyandotte
Its: Mayor

By: 
Joseph R. Peterson, Mayor

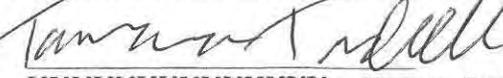


By: The City of Wyandotte
Its: Clerk

By: 
Lawrence S. Stec, City Clerk



DOWNRIVER COUNCIL OF THE ARTS

By: 
~~XXXXXXXXXXXXXXXXXX~~ Tammy Trudelle
President, Downriver Council for the Arts
Executive Director

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **6**

ITEM: City Hall Placemaking Design Build Project Bids

PRESENTER: Joe Gruber, DDA Director



INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

As approved by City Council and the Downtown Development Authority (DDA), we have publicly bid the Design-Build Public Space, Placemaking Project in association with the MEDC/MSHDA Patronicity Campaign. The plan of this campaign is to design and construct a public gathering area at the green space and plaza area in front of Wyandotte City Hall and Chase Bank, located at 3200 Biddle Avenue. The goal of this campaign is to generate \$100,000: \$50,000 from community fundraising and \$50,000 from a matching grant from MEDC and MSHDA. The City Clerk and the Downtown Development Authority Director received and reviewed three bids during a Public Bid Opening held on Monday, August 8, 2016 at 2:00 PM in City Council Chambers.

STRATEGIC PLAN/GOALS:

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

Additionally, as stated in the DDA Strategic Plan of 2014, *"Downtown Wyandotte has a limited number of public gathering spaces... additions of smaller pocket parks, more seating and gathering spaces should be added throughout the district."*

ACTION REQUESTED:

We are requesting your approval in selecting Pizzo Development Group, LLC of Wyandotte Michigan to further design and deliver this project, based on their highest and best value bid in conjunction with our performance criteria. Note - we are not requesting that Council *awards* this bid, as there is no award yet.

Furthermore, we are requesting your approval in returning the bidder's check back to unsuccessful bidders along with communication notifying them of our direction.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Additional unforeseen costs from the DDA Miscellaneous Budget, Account Number: 499-200-926-790

IMPLEMENTATION PLAN: The Patronicity Fundraiser application will be submitted in mid-September and the actual fundraiser will begin in early December. Once the funds have been successfully raised, and our matching

grant has been awarded by MEDC, construction may begin in early spring of 2017.

COMMISSION RECOMMENDATION: DDA Design Committee Approval, August 9, 2016

CITY ADMINISTRATOR'S RECOMMENDATION: *Skupdal*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS:

- A) Bid Summary
- B) Rough Draft Preliminary Rendering

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the DDA Director and select Pizzo Development Group, LLC to further design and deliver this project. AND BE IT FURTHER RESOLVED that Mayor and Council hereby APPROVE the continued pursuit of the Design-Build Public Space, Placemaking Project in association with the MEDC/MSHDA Patronicity Campaign.

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, Michigan

Downtown Development Authority

Bid 4690 – City Hall Placemaking Project 2016

BID SUMMARY

Bidder #1: Pizzo Development Group, LLC
349 Antoine Street
Wyandotte, Michigan 48192

Bid Amount: \$114,000

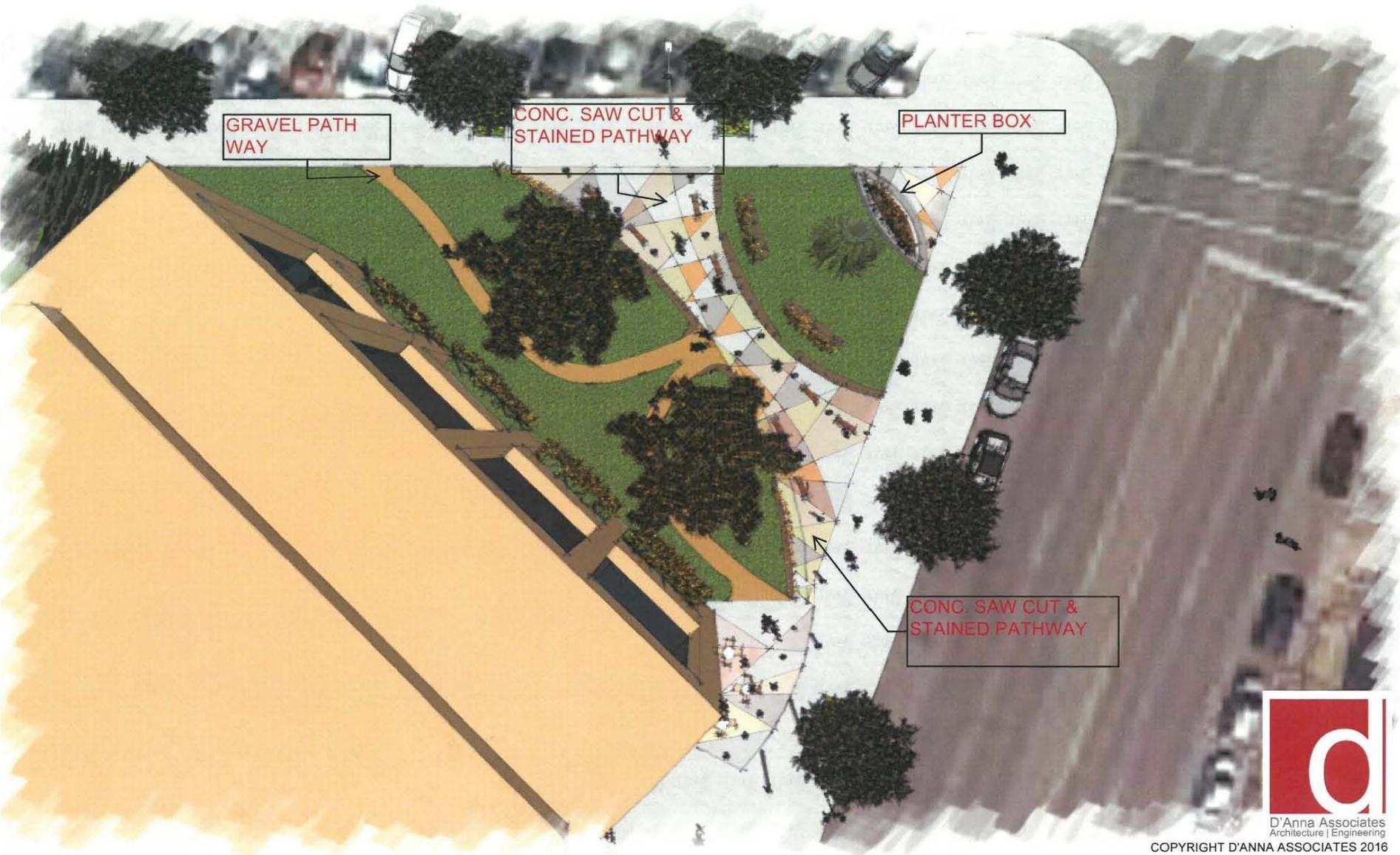
Bidder #2: Sodmasters
P.O. Box 510627
Livonia, Michigan 48150

Bid Amount: \$99,337

Bidder #3: Natural Community Services
30775 Longcrest
Southfield, Michigan 48076

Bid Amount: \$101,212.50

PRELIMINARY DRAFT RENDERINGS: August 8, 2016



GRAVEL PATHWAY

CONC. SAW CUT & STAINED PATHWAY

PLANTER BOX

CONC. SAW CUT & STAINED PATHWAY



PRELIMINARY DRAFT RENDERINGS: August 8, 2016



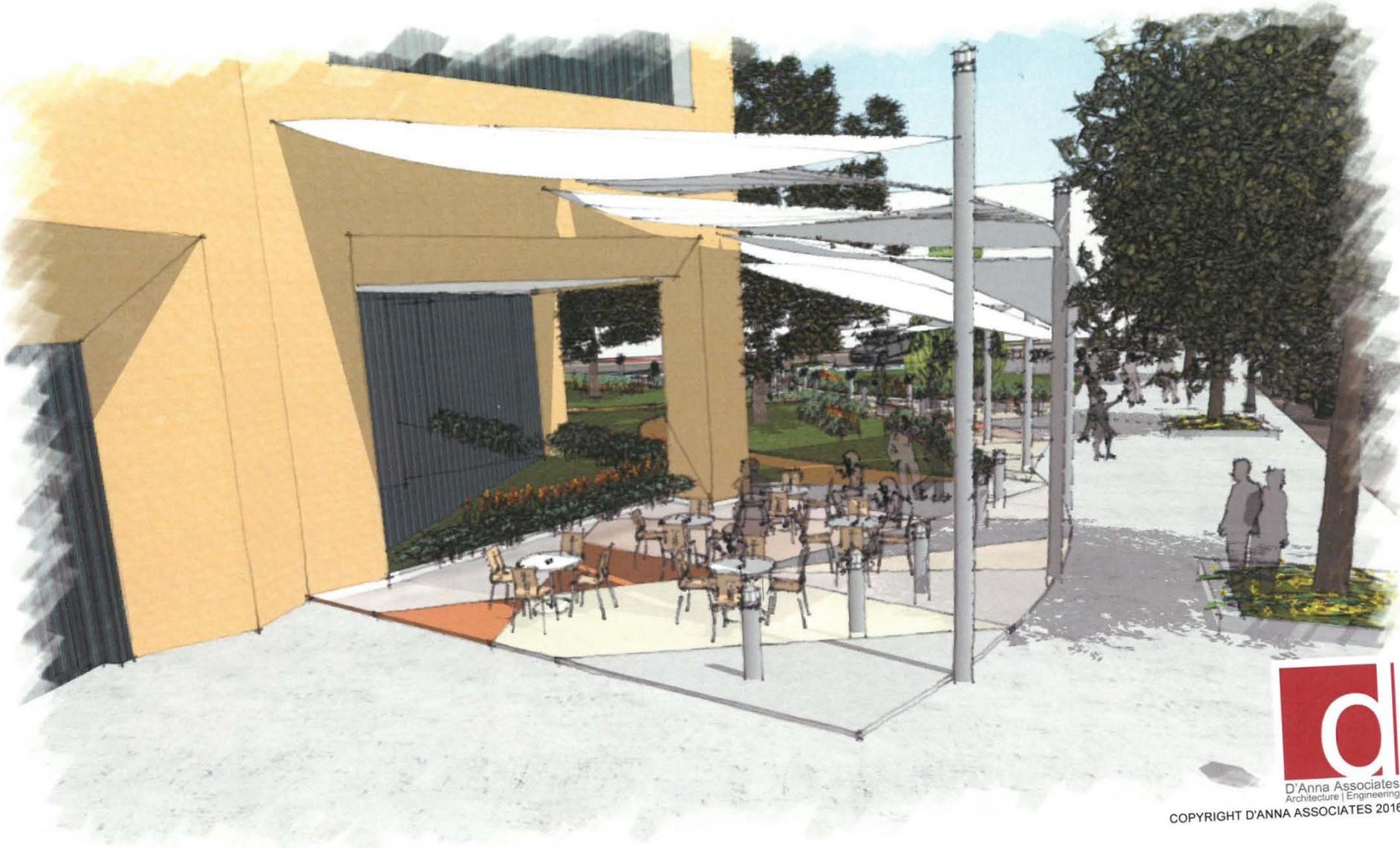
D'Anna Associates
Architecture | Engineering

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PRELIMINARY DRAFT RENDERINGS: August 8, 2016



PRELIMINARY DRAFT RENDERINGS: August 8, 2016



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12th 2016

AGENDA ITEM # **7a**

ITEM: Special Event Application - Rosary Rally

PRESENTER: Heather A. Thiede, Special Events Coordinator 

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

BACKGROUND: Our Lady of Fatima's event will take place on October 15th 2016. The group is looking to utilize Bishop Park for their Rosary Rally that day. They have had their event at Bishop Park for the past seven years and would like to continue to use the public park into the future. This event has been reviewed and approved by the Police Chief, Recreation Superintendent, DPS Superintendent and Fire Chief and recommends a hold harmless on file from the group, to be created by the Department of Legal Affairs.

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 15th.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

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

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: 

Application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12th 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 use of city sidewalks, streets and property for the event held October 15th 2016.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12th 2016

AGENDA ITEM # 7b

ITEM: Special Event Application - Turn the Town Teal

PRESENTER: Heather A. Thiede, Special Events Coordinator 

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

BACKGROUND: Attached please find attached information sheet map from the Michigan Ovarian Cancer Alliance for September 16th through the month of September 2016. The group is asking permission for the following items:

- a. Permission to utilize city property to place ribbons and lawn signs along Biddle Avenue

If there are any overtime costs for any city staff for said event, the group/organization will be responsible for those fees. Any tents on the street/sidewalk or grassy area must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the Michigan Ovarian Cancer Alliance, this includes any signs or decorations. All material must be cleaned up and removed after the event has taken place. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the WBA add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (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 Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property from September 17th until September 30th 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: 

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

Information sheets

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12th 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 use of city sidewalks, streets and property for September 17th through September 30th 2016.

b. Permission to utilize city property to place ribbons and lawn signs along Biddle Avenue

If there are any overtime costs for any city staff for said event, the group/organization will be responsible for those fees. Any tents on the street/sidewalk or grassy area must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the Michigan Ovarian Cancer Alliance, this includes any signs or decorations. All material must be cleaned up and removed after the event has taken place. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the WBA add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell



A campaign promoting awareness of ovarian cancer and its symptoms, held in conjunction with National Ovarian Cancer Awareness Month



What

Turn The Towns Teal® features teal ribbons tied throughout Michigan cities by Michigan Ovarian Cancer Alliance volunteers. MIOCA also provides posters and symptom cards for distribution to establishments which are willing to partner with MIOCA to spread awareness. Alternatively, ribbons can be tied at workplaces, neighborhoods, or individual homes.

MIOCA will cover all expenses incurred by this campaign; there will be no cost to the city. However, Turn The Towns Teal® requires written approval from a representative of the city or business before proceeding.

When

From September 1 to September 30, National Ovarian Cancer Awareness Month.

Why - To Save Women's Lives

Ovarian cancer is the deadliest of gynecologic cancers and one of five leading causes of cancer-related death in women. Although the survival rate has slightly improved since the "War on Cancer" was declared in 1971, the cure rate has remain unchanged. Due to the lack of an early detection test, only 15% of ovarian cancer is diagnosed early, when it is most treatable. For this reason, increased awareness of the disease and its symptoms is critical.

Who

The Michigan Ovarian Cancer Alliance strives to save women's lives by promoting the early detection of ovarian cancer and improved treatment outcomes. MIOCA raises awareness of ovarian cancer, provides resources and support to survivors and their families, advocates both locally and federally, educates Michigan communities, and funds innovative ovarian cancer research.

MIOCA is a 501(c)(3) nonprofit and a partner member of the Ovarian Cancer Research Fund Alliance.

For more information contact MIOCA:



MIOCA.ORG

info@MIOCA.org 734.645.5473



Dear Administrator:

Turn The Towns Teal is a national campaign to create awareness of ovarian cancer and its symptoms which are often subtle. The campaign consists of volunteers tying ribbons (which are biodegradable & made in the USA!) primarily in town centers and providing stores, health clubs, spas, libraries, etc. with symptom cards and information pertaining to ovarian cancer. We do this in September which is National Ovarian Cancer Awareness Month. This will be our 10th year, and we're proud to report that last year we had representation in 50 states as well as in Canada & Bermuda. To see our campaign at work, please visit our website @ www.turnthetownsteal.org.

Ovarian cancer is often referred to as "The Silent Disease". There is NO early detection test for ovarian cancer which is why we NEED women and men(!) to be aware of the known symptoms. If detected in the early stages, the survival rate for ovarian cancer is 90 to 95% which is why this awareness campaign is so very, very critical.

I am asking you to grant permission for our volunteers to tie ribbons in the center of your town. If a shopping center is involved, we will, of course, ask permission of the center's owner. For more impact, we have lawn signs (similar to political signs) stating that September is Ovarian Cancer Awareness Month. The ribbon & sign campaign will begin on or about September 1st, and your town volunteer (and/or group) will be removing the materials on or about September 30, 2016.

Thanks to the support of towns & cities like yours, we KNOW for a fact that women's lives ARE being saved through this campaign! If you have an additional moment, please see the Testimonials on our website

Your signature on the bottom of this letter will indicate your permission for our campaign. Kindly return the signed letter back to the volunteer whose name and contact information is below. If you have any questions, please don't hesitate to email us @ info@turnthetownsteal.org.

Most sincerely,

Jane MacNeil, President

MAYOR / TOWN OFFICIAL

TOWN/STATE

Please return the signed letter to the volunteer listed below. She/he is responsible for the campaign in your town.

VOLUNTEER NAME

EMAIL ADDRESS &/OR TEL.#

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **8**

ITEM: Hiring – Code Compliance Official

PRESENTER: Mark A. Kowalewski, City Engineer

Mark A. Kowalewski 9-6-16

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Engineering and Building Department is in need of hiring an additional Code Compliance Official to provide Plumbing, Mechanical and Fire inspections for the City of Wyandotte's Upon Sale and Rental Inspection Program. Attached for your consideration is a Memorandum of Agreement with Ronald E. Keehn to perform these inspections.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life.

ACTION REQUESTED: The undersigned recommend approval of the hiring of Mr. Keehn

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-440-825-490

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydali*

LEGAL COUNSEL'S RECOMMENDATION: Approved Form W. Look

MAYOR'S RECOMMENDATION:

ALP

LIST OF ATTACHMENTS: Application and Memorandum of Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the hiring of Ronald E. Keehn as a Contract Employee to perform Plumbing, Mechanical and Fire Inspections with the Department of Engineering and Building for the Upon Sale and Rental Inspection Program; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Memorandum of Agreement between the City of Wyandotte and Ronald Keehn to perform said services.

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, Michigan 48192

APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

The Civil Rights Act of 1964 prohibits discrimination in employment practice because of race, color, religion, sex or national origin. The Age Discrimination in Employment Act prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age. The laws of Michigan also prohibit all of the above types of discrimination, as well as discrimination based on height, weight, marital status or disability.

EMPLOYMENT DESIRED

Position applied for INSPECTOR

Have you read the description of this job? Yes No Are you qualified to perform these duties? Yes No

Other position you would consider _____

Type of employment desired: Full-Time Part-Time Temporary

Date you can start ASAP Wage expected \$ _____

PERSONAL INFORMATION

Name KEEHN RONALD ELTON
Last First Middle

Address 644 ORCHARD WYANDOTTE MI 48192
Street City State Zip

Phone Number XXXXXXXXXXXXXX Email XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Other last names used while working, if any _____

Are you a U.S. Citizen? Yes No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime? Yes No

If yes, please give specifics _____

Are there any felony charges pending against you? NO

If yes, please give specifics _____

EDUCATION

Identify any special skills, training or licenses you have which are related to the position you are applying for:

CONSTRUCTION EXP. (BRICKLAYER, HOUSE BUILDER, HAD A BUILDERS LICENSE)

	Name of School	City/State	Degree	Major
High School	Roosevelt	Wyandotte	H.S.	
College				
Other	OSHA 10 - OSHA 30			

EMPLOYMENT HISTORY

(Begin with most recent and use additional sheet, if necessary)

Company Name GLASROCK OMI Employed from 9-5-15 to 4-16
 Address 14770 5M CENTER DR. ROMULUS MI 48174
 Street City State Zip
 Type of Business REFRACTORY INSTALL Name of Supervisor RYAN DROLET
 Phone Number 313 283 2375 Starting Salary 25 HR. Final Salary 25 HR.
 Position ON SITE SAFETY Reason for leaving WORK SLOWDOWN
 Duties Performed EVALUATED JOB SITE & EMPLOYEE SAFETY PRACTISES
 If presently employed, may we contact your supervisor? Yes No

Company Name SAFETY TRAINING & TECHNICAL SERVICES Employed from 11-2006 to 3-2015
 Address HOBART IN.
 Street City State Zip
 Type of Business SAFETY RELATED Name of Supervisor ROBERT FOLLBACH
 Phone Number 313 737 5314 Starting Salary 15 HR. Final Salary 19 HR.
 Position ASST. GAS COORDINATOR Reason for leaving COMPANY WENT OUT OF BUSINESS
 Duties Performed TRAINING CLASSES & SAFETY DRILLS REPAIRED COMETERS - SCBA'S
 Have you ever been suspended or discharged from employment? Yes No

If yes, please explain _____

Have you ever served in the U.S. Military? Yes No If yes, indicate branch USMC

Dates of duty: From 10 / 67 To 10 / 73 Type of Discharge HONORABLE
Month Date Year Month Date Year

Do you have a reliable means of transportation to enable you to get to work in a timely manner? Yes No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? Yes No

Are you licensed to drive a motor vehicle other than an automobile? Yes No

If yes, what type of license do you hold? CHAUFFEUR

Have you ever been employed by the City of Wyandotte? Yes No If yes, when? 1977 to 2006

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

Yes No If yes, indicate names and dates: COLLEEN KEEHN

Are you a smoker? Yes No If yes, will you abide by the City's smoking policy? Yes No

Have you used, possessed or sold any illegal drugs in the past five years? Yes No

If yes, state which drugs and explain if you used, possessed or sold them

Have you ever been bonded on a job? Yes No If yes, when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name COLLEEN KEEHN Phone Number XXXXXXXXXXXXXXXX

Address 644 ORCHARD WYANDOTTE MI 48192
Street City State Zip

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
ROBERT NEROWSKI RET. DTE SUPERVISOR	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
MIKE COBB SAFETY COORDINATOR	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
BILL WILSON RET. FIREFIGHTER	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: _____ Signature: [Handwritten Signature]

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is at will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 8-25-2016 Signature: [Handwritten Signature]

MEMORANDUM OF AGREEMENT made as of this _____

by and between the City of Wyandotte, a Michigan Municipal Corporation, hereinafter referred to as CITY and Ronald E. Keehn, hereinafter referred to as CONTRACTOR;

WITNESSETH:

WHEREAS, the City of Wyandotte requires the services of a Code Compliance Official to enforce the provisions of the applicable codes of the City of Wyandotte; and

WHEREAS, said Ronald E. Keehn has made known to the CITY OF WYANDOTTE and the Department of Engineering thereof, that he is available to serve as a Code Compliance Official on a contractual basis;

NOW, THEREFORE, in consideration of the aforesaid and of the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

- 1) CITY does hereby retain Ronald E. Keehn as an independent contracting Code Compliance Official on a contractual basis commencing _____ unless sooner canceled by either party as herein provided.
- 2) The work and duties of the contractor shall be as follows:
 - Make code inspections on behalf of the City of Wyandotte including work, which is subject to and controlled by the Wyandotte Codes.
 - Perform duties outlined in the applicable codes.
 - Answer questions pertaining to the applicable codes.
 - Make all inspections as requested by the City Engineer including those pertaining to existing codes.
 - Keep accurate and adequate records as required by the City Engineer which records are to be the property of the city of Wyandotte.
 - Any other related work as required by the City Engineer.
- 3) City shall pay to Contractor, for the performance of the aforementioned duties:
 - The sum of twenty-two dollars & 50/100 (\$22.50) first inspection except in the case of multiple inspections at the same location, then the sum of twenty two dollars & 50/100 (\$22.50) for the first unit and thirteen dollars & 50/100 (\$13.50) for each additional unit at the same location up to including eight (8) units. For nine (9) units and up to and including fifteen (15) units, the sum of twenty-two dollars & 50/100 (\$22.50) initial inspection for the first unit and eight dollars (\$8.00) for each additional unit at the same location. Initial inspections over fifteen (15) units will be negotiated prior to inspection.
 - The sum of thirteen dollars & 50/100 (\$13.50) re-inspection except in the case of multiple inspections at the same location, then the sum of thirteen dollars & 50/100 (\$13.50) for the first unit and seven dollars & 50/100 (\$7.50) for each additional unit at the same location up to and including eight (8) units.

- For nine (9) units and up to and including fifteen (15) units, the sum of thirteen dollars and 50/100 (\$13.50) per re-inspection of the first unit and six dollars & 00/100 (\$6.00) for each additional unit at the same location. Re-inspections over fifteen (15) units will be negotiated prior to inspection.
 - On an initial inspections or re-inspection when the location to be inspected is not available to be inspected the Contractor will receive a show up fee of five dollars & 00/100 (\$5.00).
 - Payment will be made bi-weekly.
 - The Contractor shall be available to answer questions regarding his inspection.
- 4) Contractor may be absent from the Offices of the City Engineer and unavailable for the duties herein prescribed for a period of thirty (30) days in a calendar year without such absence and unavailability being construed as breach of this contract without suffering any diminution in the contract price, as approved by the City Engineer. Paid vacation, sick or personal time is not a part of this contract.
- 5) It is understood and agreed that no Social Security deductions will be made from Contractor's bi-weekly installments and that the City will pay no Social Security Tax in connection with the Contractor inasmuch as the employer-employee relationship does not exist between City and Contractor and that Contractor will pay his own self-employment tax as a self-employed person.
- 6) It is understood and agreed for the same reasons set forth in Paragraph 5 above that neither the City nor Contractor will make any contributions to the City Retirement Funds in regard to any pension for Contractor.
- 7) Contractor shall forthwith upon undertaking the duties aforesaid, furnish the City with a certificate or certificates of insurance company certifying that Contractor's automobile which he will use in the performance of the aforementioned duties is insured with public liability insurance, the limits of liability of which shall be One Hundred Thousand Dollars (\$100,000.00) for injuries, including accidental death, to any one person, and subject to the same limits for each person, at least Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving two or more persons, arising in whole or in part by reason of or in anyway connected with or resulting from the performance of this Contract by Contractor.

Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement.

- 8) This Contract may be canceled by either party at any time, provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WYANDOTTE, a Michigan
Municipal Corporation

Lawrence S. Stec, Clerk

Joseph R. Peterson, Mayor

Department of Legal Affairs



Mark A. Kowalewski, City Engineer



Ronald E. Keehn

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **9**

ITEM: DEMOLITION BIDS FOR 1405 22ND STREET

PRESENTER: Mark Kowalewski – City Engineer



INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: City Council approved the selling of the property at 1405 22nd Street (see attached Council Resolution).

The attached bids indicate Pro Excavation as the lowest bid in the amount of \$3,000 (see attached bids) for the demolition of the garage and removal of the concrete associated with the garage.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Pro Excavation as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account No. 492-200-850-519

IMPLEMENTATION PLAN: Pro Excavation will be directed to begin demolition.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: W. Look 09/07/16

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: City Council Resolution and Summary of Demolition Bids

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilman _____

BE IT RESOLVED by City Council that Council concurs with the recommendation of the City Engineer in the acceptance of proposal of Pro Excavation of Wyandotte, Michigan in the amount of \$3,000 for the demolition of the property at 1405 22nd Street from account 492-200-850-519.

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	_____

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-207**

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

UNDER THE DATE OF: May 2, 2016

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Fricke

BE IT RESOLVED that the communication from the City Engineer regarding the property at 1405
22nd Street is hereby received and placed on file; AND

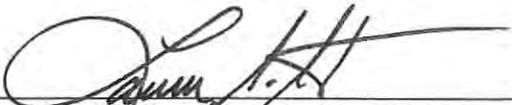
BE IT FURTHER RESOLVED that Council concurs with the recommendation of the City Engineer to
sell the property at 1405 22nd Street to the Wyandotte Community Alliance (WCA) for \$1.00 provided
the WCA rehabilitates the home; AND

BE IT FURTHER RESOLVED that Council authorizes the City Engineer to remove the garage; AND

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

Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the
foregoing is a true and complete copy of the resolution adopted by the City Council on May 2,
2016 said meeting was conducted and public notice of said meeting was given pursuant to and in
full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**



Lawrence S. Stec
City Clerk

	1405 22nd
Pro Excavation	\$3,000
Homrich	\$3,240
21st Century	\$3,700

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **10**

ITEM: Adopt-A-Lot Program

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Received a request from Erin Suess, Downriver Council of the Arts, to utilize the City-Owned lot known as former 80 Chestnut temporarily for programming space. Ms. Suess has executed a Hold Harmless Agreement which is attached.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing to provide the finest services and quality of life to its residents 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.

ACTION REQUESTED: Approve the use of City-owned property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform DPS and the City's Grass Cutting Contractor that the property known as Former 80 Chestnut is being used. Give copy of Resolution to Ms. Suess.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:

Reviewed Hold Harmless W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Hold Harmless Agreement and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED CITY COUNCIL that Council concurs with the recommendation of the City Engineer to allow Downriver Council of the Arts to utilize the City-Owned Property known as former 80 Chestnut in accordance with the executed Hold Harmless Agreement.

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	_____

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to utilize the City owned vacant lot at 80 Chestnut, Wyandotte, MI 48192 in the City of Wyandotte under the Wyandotte "Adopt-A-Lot" Program, the undersigned hereby assumes all risk and liability relating to the providing of said vacant lot by the City of Wyandotte and agrees to Hold Harmless and Indemnify the City of Wyandotte, all City Officials and all of the City of Wyandotte's component units from all liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte Property or the property of others arising out of or resulting directly or indirectly from the utilization of said City lot as above described.

The undersigned further agrees that said property shall not be utilized as a parking lot and/or for the storage of any vehicles, machinery and/or equipment or the like and the undersigned further understands and agrees that the undersigned and the City of Wyandotte may withdraw and terminate this Agreement on 10 days advanced notice.

The undersigned does hereby further agree to not damage the property in any way and agrees to keep said property clean and free from debris and maintain said property in a safe manner under the laws and ordinances of the State of Michigan and the City of Wyandotte.

The undersigned further does hereby remise, release and forever discharge the City of Wyandotte, all City Officials and all of the City's component units from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the utilization of the above described City Lot.

Agreed this 2nd day of September, 2016.

By: Erin Suess
Print Name

[Signature]
Signature

Address: 81 Chestnut
Wyandotte, MI 48192

Phone Number: 734-720-0071

Approved by the City Council on _____.



80 Chestnut – Lot 12, Block 55 Plan of Part of Wyandotte – Lot Size: 50' x 150'

City Parking Lot – Lots 13 and 14, Block 55 Plan of Part of Wyandotte – Lot Size: 100' x 150'

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **11**

ITEM: Sale of the City Owned Property Former 2031-2035 3rd Street

PRESENTER: Mark A. Kowalewski, City Engineer



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 owners at 2039 3rd Street, for the amount of \$1,940.00 which is based on \$50 per front footage. The combination of the two (2) parcels will result in one (1) parcel measuring 76.3' x 132.7'.

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:



LEGAL COUNSEL'S RECOMMENDATION: Reviewed Purchase Agreement as to form and approved W. Look

MAYOR'S RECOMMENDATION:



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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sell the former 2031-2035 3rd Street to the adjacent property owners at 2039 3rd Street for the amount of \$1,940.00; 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	_____

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390

William R. Look
Steven R. Makowski

(734) 285-6500

FAX (734) 285-4160

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

{ City
XXXXXXX of
XXXXXXX

Wyandotte, Wayne County, Michigan, described as follows:
Lot 29 and north 1/2 of Lot 30, Block 76 Grand Cross Subdivision, as recorded in Liber 21, Page 44 of Plats, WCR being known as the Former 2031-2035 3rd Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit if any, now on the premises, and to pay therefore the sum of One Thousand Nine Hundred Forty Dollars 00/100 (\$1,940.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

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

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

Taxes and Prorated Items	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Authorization	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI

for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. However, if a new mortgage is being applied

Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 2039 3rd Street. 3. Purchaser is responsible for all closing fees including, title premium, combination fee of \$30.00 and recording fees. Closing fees will be due at time of closing. 4. 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:

Katherine Humphrey

William Frank L. S.
William Frank Purchaser

Purchaser L. S.

Address 8207 Harding, Taylor, MI 48180

Dated _____

Phone: _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____ Seller

This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L.S.

Lawrence S. Stec, City Clerk L.S.
Address 3200 Biddle Avenue, Wyandotte

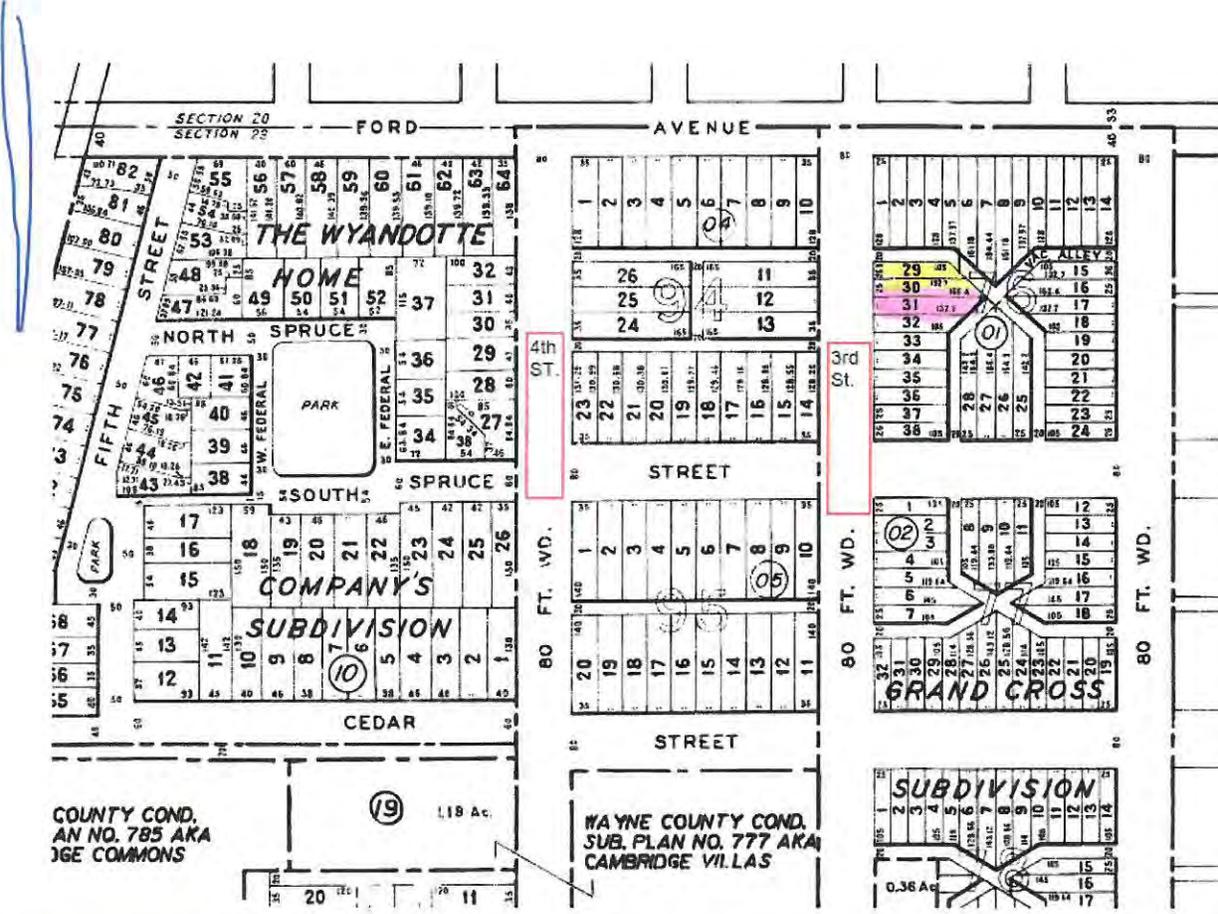
Dated: _____

Phone 734-324-4555

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



2031-2035 3rd Street - LOT 29 ALSO N 1/2 OF LOT 30 ALSO SLY 1/2 ADJ VAC ALLEY DESC AS BEG 29.12FT FROM NE COR OF LOT 29 TH N 14.52FT TH S46DEG 29M 06S E 49.72FT TH W 14.52FT TH N46DEG 29M 06S W 29.19FT TO POB GRAND CROSS SUB, BLOCK 76

2039 3rd Street - S 1/2 OF LOT 30 ALSO LOT 31 ALSO SLY 1/2 ADJ VAC ALLEY GRAND CROSS SUB, BLOCK 76

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Kehn
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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **12**

ITEM: City Purchasing 453 Pine

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is an eyesore in the neighborhood. The City is being offered this property for the sales price of \$22,500.00. The property information is as follows:

Lot Size: 50' x 140'

Demolition Cost Estimated at: \$6,000.00

2016 SEV: \$23,812

Market Value: \$47,624

2015 Taxes: \$1,282.45

This property is large enough for the construction of a new single family dwelling.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that the City is committed to maintaining and developing excellent neighborhoods by, matching tools and efforts to the conditions in city neighborhoods, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

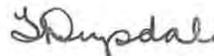
ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire property and authorize the Mayor and City Clerk to execute same.

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

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

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Approved PA. W. Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Purchase Agreement and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 12, 2016

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at known as 453 Pine in the amount of \$22,500.00 to be appropriated from TIFA Area Funds; AND

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

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

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

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	_____

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

William R. Look
 Steven R. Makowski

Richard W. Look
 (1912-1993)

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City
Township of
Village Wyandotte, Wayne County, Michigan, described as follows:
Lot 2 Part of Wyandotte in the Twp of Ecorse, Block 130 Liber 1, Page 56 WCR

_____ being known as
453 Pine Street, together with all improvements and appurtenances,
 including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna,
 gas conversion unit and permit _____ if any, now on the premises, and to pay
 therefore the sum of Twenty-two thousand five hundred and 00/100 (\$22,500.00) 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: A

(Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum, and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	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.
Time of Closing	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 Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/Seller's Default	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.
Title Objections	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 he 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 or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, 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.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> closing. From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> , as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	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. Due dates are August 1 and December 1.
Broker's Authorization	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 seller is hereby authorized to accept this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at the office of _____.

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: 1. Contingent upon City Council approval. 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing

City of Wyandotte:

IN PRESENCE OF:

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

LAWRENCE S. STEC, Clerk L. S. **Purchaser**

Address _____

Phone: _____

Dated _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ Broker

Phone _____ By: _____

This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

Alfred Rushlow
ALFRED RUSHLOW, a single man L. S. **Seller**

Alfred Rushlow

L. S. **Seller**

Address 453 Pine Wyandotte MI

Phone 313-265-5746

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**

HEARINGS GUIDE SHEET

BUDGET HEARING

HEARING RELATIVE TO THE 2017 FISCAL YEAR
OPERATING BUDGET FOR THE
CITY OF WYANDOTTE

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # _____

ITEM: 2017 Fiscal Year Budget Ordinance

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Pursuant to Public Act 2 of 1968, an annual budget must be adopted by the City Council.

STRATEGIC PLAN/GOALS: To adopt the 2017FY budget and comply with all the requirements of our laws and regulations.

ACTION REQUESTED: To hold the first reading of the 2017 Fiscal Year Budget Ordinance tonight. The final reading of the budget ordinance will be presented at the September 19, 2016 City Council meeting. After the final reading, the City Council will vote on the proposed budget ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur *ALP.*

LIST OF ATTACHMENTS:

1. Notice of a Public Hearing
2. City of Wyandotte 2017 Fiscal Year Budget Ordinance

ADOPTION:

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2016, which represents the first Saturday in October. On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

NOTICE OF A PUBLIC HEARING

Whereas the City Administrator plans to file a copy of the 2017 Fiscal Year City Operating Budget with the City Clerk and the City Council shall hold a public hearing in accordance with the law, in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on September 12, 2016 and September 19, 2016, at 7:00 PM, and that pursuant to Public Act 2 of 1968 the City Council will act on the 2017 Fiscal Year City Operating Budget following the closure of the Public Hearing on September 19, 2016

City of Wyandotte
2017 Fiscal Year Budget Ordinance

“AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST SATURDAY OF OCTOBER, 2016. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2017 FISCAL YEAR.”

THE CITY OF WYANDOTTE ORDAINS:

SECTION I - GENERAL FUND

There shall be raised by general tax for the fiscal year beginning October 1, 2016, and ending September 30, 2017, to be assessed, levied, and collected by tax on all taxable real and personal property in the City of Wyandotte, Michigan, the sum of \$10,240,575. In addition to the foregoing, it is estimated that state receipts, revenues, and moneys from sources other than current City taxes will be \$12,114,300, for a total of \$22,354,875 of General Fund Revenue.

Appropriation of funds is hereby made in the following categories of Funds and Accounts:

A.	General Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 3,934,999
2.	Appropriations:	
a.	Legislative	114,906
b.	Judicial	1,056,245
c.	Financial Services/Administration	635,323
d.	Information Technology	194,966
e.	General Government	1,518,046
f.	Assessor	434,928
g.	City Clerk	198,349
h.	Treasurer	138,487
i.	Police & Civil Defense	4,806,151
j.	Downriver Central Dispatch	851,481
k.	Downriver Central Animal Control	260,596
l.	Fire	4,046,872
m.	Engineering & Building	1,203,519
n.	Public Works	2,847,983
o.	Recreation	515,342
p.	Swimming Pool	17,227
q.	Yack Arena	374,671
r.	Youth Assistance	44,325
s.	Historical Commission (Museum)	190,299
t.	City Commissions	26,577
u.	Retirement Contribution and OPEB	3,076,000
v.	Elections	60,220

SECTION II - SPECIAL REVENUE FUNDS

B.	Major Street Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$	638,900
2.	Estimated Revenues:		
a.	State Revenue		1,455,541
b.	METRO Act Revenue		70,000
3.	Appropriations:		
a.	Reimbursement to General Fund		400,000
b.	Maintenance and Construction		1,074,558
c.	Transfer to Local Street Fund		363,886
C.	Local Street Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$	152,088
2.	Estimated Revenues:		
a.	State Revenue		527,070
b.	Transfer from Major Street Fund		363,886
3.	Appropriations:		
a.	Reimbursement to General Fund		433,000
b.	Maintenance and Construction		465,316
D.	Sidewalk/Alley Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$	825,397
2.	Estimated Revenues:		
a.	Special Assessments		212,897
b.	Investment Earnings		500
3.	Appropriations:		
a.	Sidewalks/Alleys/Parking Lots		200,000
b.	Administration		100,000
E.	Drug Law Enforcement Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$	45,189
2.	Estimated Revenues		30,500
3.	Appropriations:		
a.	Personnel		7,600
b.	Equipment - Drug Enforcement		18,000
F.	Housing Rehabilitation Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$	0
2.	Estimated Revenues		58,000
3.	Appropriations:		
a.	Building Rehabilitation		50,000
b.	Administration		8,000
G.	Community Development Block Grant Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$	0
2.	Estimated Revenues		155,739

3.	Appropriations:	
a.	CDBG Projects	141,739
b.	Administration	14,000
H.	Urban Development Action Grant Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 1,186,696
2.	Estimated Revenues	46,339
3.	Appropriations:	
a.	Capital Outlay	50,000
b.	Administration	15,000
I.	Special Events Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 349,379
2.	Estimated Revenues:	
a.	Special Events	74,500
b.	Art Fair	185,000
3.	Appropriations:	
a.	Special Events	31,365
b.	Art Fair	157,500
c.	Holiday Celebrations	14,000
d.	Administration	20,000
J.	Solid Waste Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 877,545
2.	Estimated Revenues:	
a.	Rubbish Tags	4,000
b.	Taxes	1,281,030
c.	Dumpster Billings	260,000
d.	Investment Earnings	1,000
e.	Service Fees	139,000
3.	Appropriations:	
a.	Rubbish Collection	1,311,963
b.	Dumping/Compost Fees	370,000
c.	Recycling Fees	4,000
d.	Administration	275,000
e.	Household Hazardous Waste Program	1,000
f.	Capital Equipment	51,500
g.	Curbside Yard Waste	750
K.	Building Authority Improvement Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 270,158
2.	Estimated Revenues:	
a.	Investment Earnings	100
b.	Debt Levy	249,173
3.	Appropriations:	
a.	Debt Service	68,544
b.	Administration/Other	20,000
L.	Drain Number Five Operation and Maintenance Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 2,433,650

2.	Estimated Revenues	1,043,151
3.	Appropriations:	
a.	Wayne County Department of Public Works	1,048,365
b.	Other	53,000
M.	Downtown Development Authority - TIF Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 547,289
2.	Estimated Revenues:	
a.	Tax Capture	577,336
b.	Investment Earnings	500
c.	Other	9,000
3.	Appropriations:	
a.	Eureka Viaduct Maintenance	5,000
b.	Streetscape Maintenance	2,000
c.	Promotions	34,000
d.	Administration	85,000
e.	Personnel	85,051
f.	Streetscape Contribution	48,897
g.	Beautification Commission	10,000
h.	Business Procurement/Existing Business Stimulus	20,000
i.	Masonic Temple Project	20,000
j.	Business Assistance Program	62,000
k.	Fort St. Sign/Fountain/Purple Heart	8,000
l.	Farmers Market	7,400
m.	Marketing	25,200
n.	Christmas Lighting/Decorations	40,000
o.	Other	64,831
N.	Tax Increment Finance Authority - Consolidated Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 5,138,045
2.	Estimated Revenues:	
a.	Tax Capture	2,449,363
b.	Other Operating Revenues	62,725
c.	Investment Earnings	1,000
3.	Appropriations:	
a.	Road Resurfacing	750,000
b.	Land Acquisition Program	750,000
c.	Property Maintenance/Taxes	71,432
d.	Infrastructure Improvements-Recreation	157,000
e.	Tree Maintenance	40,000
f.	Administration	275,000
g.	Debt Service	124,384
h.	Parking Lots	46,250
i.	DNR Grant (Marina) – Match	215,000
O.	Brownfield Redevelopment Authority Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ (1,018,524)
2.	Estimated Revenues:	
a.	Tax Capture	194,158
b.	Miscellaneous	65,276

3.	Appropriations:	
a.	Debt Service	89,087
b.	Administrative & Operating	57,303
P.	Capital Equipment and Replacement Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 82,593
2.	Estimated Revenues	0
3.	Appropriations	0

SECTION III - ENTERPRISE FUNDS

Q.	Sewage Disposal Fund:	
1.	Estimated Retained Earnings - October 1, 2016	\$13,635,763
2.	Estimated Revenues:	
a.	Customer Service Fees	4,827,936
b.	Investment Earnings	1,000
3.	Appropriations:	
a.	Infrastructure Replacement	320,000
b.	Administration	420,000
c.	Sewage Disposal Charges	2,208,730
d.	Depreciation	650,000
e.	Debt Service	1,313,978
f.	Other	151,500
R.	Municipal Golf Course Fund:	
1.	Estimated Retained Earnings - October 1, 2016	\$ (373,097)
2.	Estimated Revenues:	
a.	Green Fees	210,000
b.	Cart Rental	92,000
c.	Other Revenue	48,350
3.	Appropriations:	
a.	Personnel	58,939
b.	Course Maintenance	180,000
c.	Other Expenses	105,260
d.	Depreciation	97,294
S.	Building Rental Fund:	
1.	Estimated Retained Earnings - October 1, 2016	\$ 865,570
2.	Estimated Revenues:	
a.	Rental Income	263,555
b.	Expense Reimbursements	228,000
3.	Appropriations:	
a.	Operation & Maintenance	203,000
b.	Utilities	141,000
c.	Property Taxes	19,000
d.	Depreciation	100,000

SECTION IV - INTERNAL SERVICE FUNDS

T.	Self Insurance/Worker's Compensation Fund:	
1.	Estimated Retained Earnings - October 1, 2016	\$ 6,515,709
2.	Estimated Revenues	20,000
3.	Appropriations:	
a.	Worker's Compensation	193,460
b.	Self Insurance Claims	100,000
c.	Other Expenses	41,877
d.	Operating Transfers	650,000

SECTION V - DEBT FUNDS

U.	Debt Service:	
1.	Estimated Fund Balance - October 1, 2016	\$ 231,571
2.	Estimated Revenues	894,907
3.	Appropriations:	
a.	Debt Service-Police/Court	982,500
b.	Other	5,000

SECTION VI - CITY TAX RATES

Preliminary City Tax Rates were adopted on August 8, 2016, after the required notices were filed and Public Hearings held. The Rates were calculated in accordance with Michigan Compiled Law Section 211.34E and 211.34D. The calculated City Tax Rates are the minimum required to defray operating expenses for the fiscal year October 1, 2016, through September 30, 2017. The Rates are as follows:

1.	City Operating	\$15.0538/M Taxable Value
2.	Refuse Collection	\$ 2.5166/M Taxable Value
3.	Debt	\$ 2.5166/M Taxable Value
4.	Drain #5 Operation & Maintenance	\$ 2.6630/M Taxable Value

SECTION VII - ADOPTION

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2016, which represents the first Saturday in October. On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS

Council Member

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

Absent: _____

CERTIFICATION

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectfully, the Mayor and City Clerk of the City of Wyandotte, Michigan, do hereby certify that the foregoing ordinance was duly passed by the Council of the City of Wyandotte at a regular meeting, therefore, on September 19, 2016.

DATED: _____

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

Show Cause Hearing - 517 Riverbank

PROPOSED RESOLUTION

September 12, 2016

RESOLVED BY THE MAYOR AND CITY COUNCIL that City Council held a Show Cause Hearing on September 12, 2016, regarding the property at 517 Riverbank, Wyandotte, Michigan due to various code violations and vacancies; AND

WHEREAS, on August 15, 2016, Mr. James Budziak submitted a Property Transfer Affidavit indicated that he purchased said property and on August 29, 2016, scheduled the required Upon Sale Inspection;

NOW THEREFORE, BE IT RESOLVED by the City Council that Show Cause Hearing regarding the property at 517 Riverbank, Wyandotte is hereby canceled and the Engineering and Building Department is directed to monitor the property for compliance with the Upon Sale Ordinance.

City of Wyandotte
3200 Biddle Suite 300
Wyandotte, MI 48192

Honorable Mayor Peterson and Council Members,

I have recently (August 15, 2016) acquired the property located at 517 Riverbank in Wyandotte.

When I came into the Engineering Department on August 29th to pay for a Temporary Certificate of Occupancy so that I could get the electric turned on it was brought to my attention that this home was on the demolition list. The young lady suggested I attend the City Council meeting on September 12 to share with the Council my plans for the home.

To this point I have completed the following at the City.

1. Paid the outstanding invoice of \$363.89 for exterior work the City performed at this address.
2. Paid for the Temporary Certificate of Occupancy.
3. Paid the deposit for electric and scheduled the turn on for Monday September 12th.
4. Scheduled the inspection with the Building Department for September 21st (first available date).
5. Property Transfer Affidavit filed.

The exterior of the home has been cleaned up including removal of all tree branches that were touching the roof, all weeds removed from fence line, grass cut and edged, mulch added, weeds removed from driveway and sidewalks and all debris removed from yard (please see attached pictures).

My plan for the home is to do a complete renovation on the home including the following: new roof, new kitchen cabinets (with granite countertops), renovate the bathrooms, refinish all the hardwood flooring, new carpeting, paint interior and exterior, new exterior doors, new storm doors and any repairs required by the Building Department. I anticipate the renovation cost to be approximately \$50,000 with a final sales price around \$150,000.00. Upon the completion of the inspection by the Building Department I would walk the property with my contractor (providing him a list of the required repairs) and set the scope of work. My expectation would be to have the renovations completed within 120 days of permits being obtained.

I have extensive experience with purchasing and renovating properties. An example of a home in Wyandotte that I purchased and renovated is 1809 Ash (see attached pictures). The renovation costs on this home exceeded \$85,000.00 and it sold for \$200,000.00. My renovation and sales experience position me to successfully renovate and sell the home at 517 Riverbank.

I respectfully request that the City Council remove this property from the demolition list so that it can be renovated and sold.

Sincerely,



Jim Budziak

RECEIVED
SEP 8 2016
CITY CLERK
CITY OF WYANDOTTE

3

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Lost Asset Recovery, LLC

Whose address is: 3895 Shady Beach Blvd., Orchard Lake MI 48324

Quit Claim(s) to: James Budziak

Whose address is: 1214 Audubon, Grosse Pointe Park, MI 48230

The following described property situated in the City of Wyandotte County, State of Michigan, to wit:

Lot 229 RIVER BANK MANOR SUBDIVISION, according to the plat thereof as recorded in Liber 28, Page, 100 Of Plats, Wayne County Records.

Commonly known as: 517 Riverbank
for the full consideration of Exempt under MCL 207.505(a) and MCL 207.526(a)

Date 08/15 2016 .

Lost Asset Recovery, LLC

Michael Kelly

Michael Kelly, Member

STATE OF MICHIGAN)
COUNTY OF ~~Wayne~~ ^{Macomb})

On this 15th day of August, 2016
before me appeared Michael Kelly, Member, of Lost Asset Recovery, LLC
to me known to be the person described in and who executed the foregoing instrument and
acknowledged that he/she executed the same as his/her free act and deed.

Diana M Sloan

Notary Public

My Commission Expires: _____

Diana M Sloan
Notary Public of Michigan
Macomb County
Expires 07/12/2018
Acting in the County of Macomb
Drafted by: Michael Kelly
Return to:
3895 Shady Beach Blvd.
Orchard Lake, MI 48324

When recorded return to:
James Budziak
1214 Audubon,
Grosse Pointe Park, MI 48230

Send subsequent tax bills to:
James Budziak
1214 Audubon,
Grosse Pointe Park, MI 48230

Recording Fee \$14.00
County Transfer Tax \$0.00
State Transfer Tax \$0.00

Tax Item No: 57-001-05-0229-000

File Number: 16193

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The **completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 517 Riverbank	2. County Wayne	3. Date of Transfer (or land contract signed) August 15, 2016
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village	5. Purchase Price of Real Estate \$1 8,000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 57001050229000	6. Seller's (Transferor) Name Lost Asset Recovery LLC	
	8. Buyer's (Transferee) Name and Mailing Address James Budziak 1214 Audubon, Grosse Pointe Park, MI 48230	
	9. Buyer's (Transferee) Telephone Number 313-544-6826	

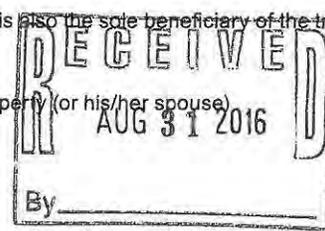
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____



CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name James Budziak		
Signature 	Date 8-31-16	
Name and title, if signer is other than the owner	Daytime Phone Number 313-544-6826	E-mail Address jim@movingthetmotorcity.com

517 Riverbank

- Before



- After



517 Riverbank

- Before



- After



517 Riverbank

- Before

- After



517 Riverbank

- Before



- After



517 Riverbank

- Before



- After



517 Riverbank

- Current



- Current

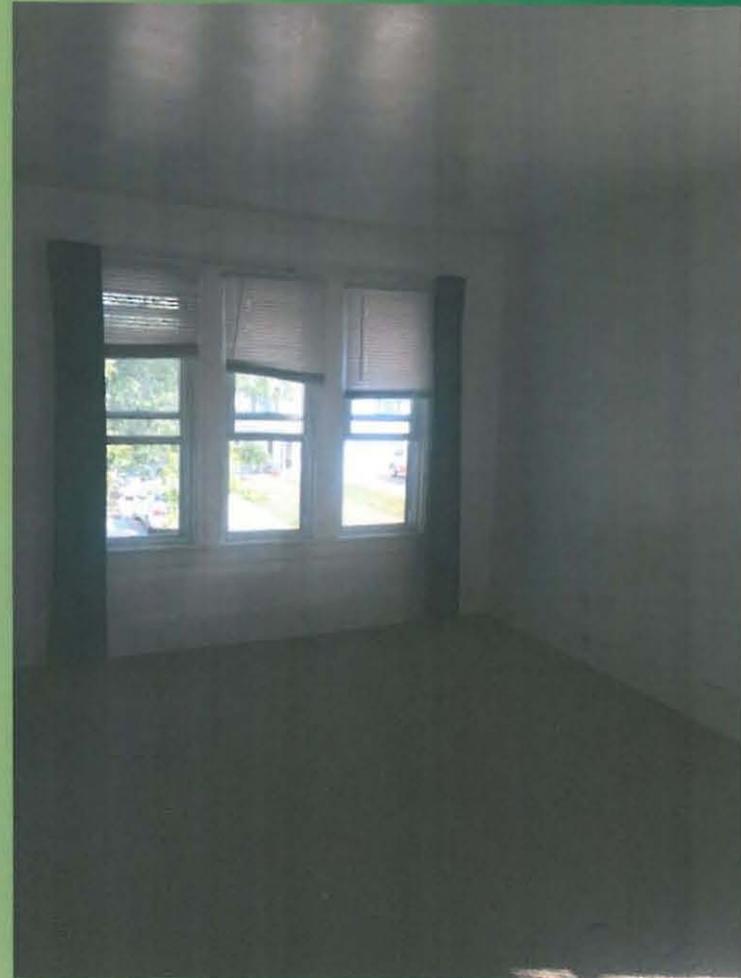


517 Riverbank

- Current



- Current



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before



- After



1809 Ash

- Before

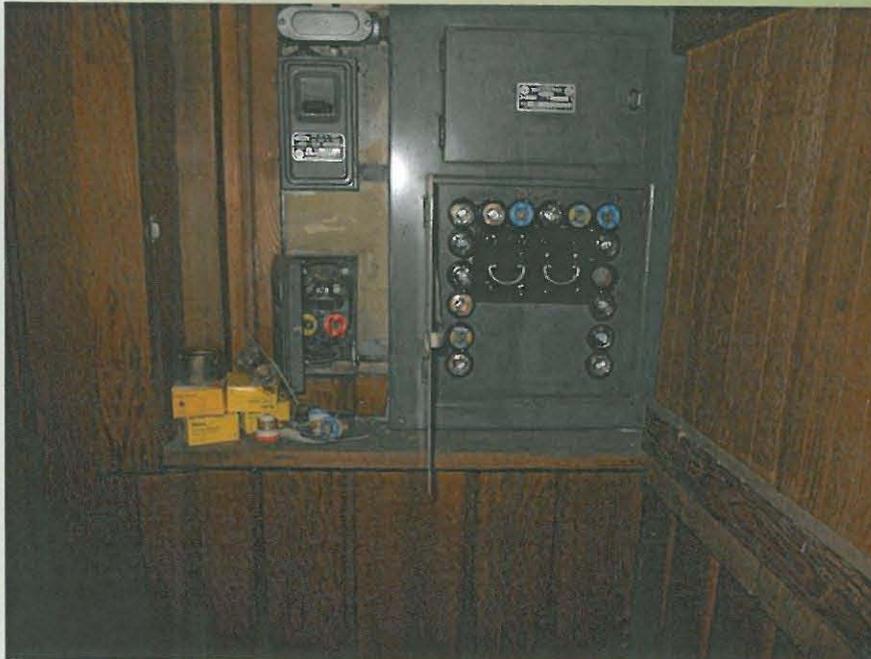


- After



1809 Ash

- Before



- After



AMENDED
CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-280

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: June 6, 2016

MOVED BY: Councilperson Fricke

SUPPORTED BY: Councilperson Miciura

RESOLVED BY THE CITY COUNCIL that a hearing was held on 6th day of June, 2016, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 517 Riverbank, Wyandotte should not be demolished, removed or otherwise made safe, AND

BE IT FURTHER RESOLVED that the Council considered all reports dated October 27, 2014, June 24, 2015, August 20, 2015, and September 24, 2015, Show Cause Hearing minutes dated December 10, 2015, and recommendations received by the City Council from the City Engineering's Office and the Hearing Officer and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said dwelling located at 517 Riverbank, Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.

BE IT FURTHER RESOLVED that this hearing shall be held in abeyance for 90 days (September 5, 2016) to allow time for investigation. ^{12*}

Motion unanimously carried.

***Resolution amended on 8/29/2016**

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 June 6, 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

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 ¹⁶~~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: *S. Dunsdale*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



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

MODEL RESOLUTION: Attached.

RESOLUTION

Wyandotte, Michigan

Date: May 9, 2016

RESOLVED by the City Council that whereas a show cause hearing has been held in the Office of the Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on December 10, 2015, and whereas the property owner or other interested parties, have been given opportunity to show cause, if any they had, why the structure at 517 Riverbank has not had all property maintenance repairs made or has been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the Hearing Officer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on **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. Thank you for your cooperation in this matter.

Very truly yours,

Claude Marcoux
Building Inspector

Attachments: Letter dated September 24, 2015

Cc: Lou Parker, Hearing Officer

517 Riverbank
Parties of Interest

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

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

Jason Martin/Colette Martin
517 Riverbank
Wyandotte, MI 48192

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

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

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

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

COUNCIL
Sheri Sutherby Fricke
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)

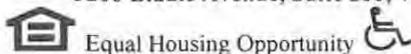
Requires insect and rat control

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



An Equal Opportunity Employer

Failure to correct the cited property maintenance violations by October 24, 2015 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4569 or email cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux
Building Inspector

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



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



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.

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

2nd 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.

Very truly yours,

Claude Marcoux

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



Equal Housing Opportunity



An Equal Opportunity Employer

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



Equal Housing Opportunity



An Equal Opportunity Employer

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

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 July 24, 2015 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

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

Very truly yours,

Claude Marcoux



Minnesota Title Agency

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

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

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

Premium Notice

To: City of Wyandotte
3200 Biddle
Wyandotte, MI 48192

Re: Loan #:

Sales Price:

Order Date: July 28, 2015

Attn: kelly

Phone: 734-324-4551

Property:
517 Riverbank
Wyandotte, MI

Fax: 734-324-4535

Date: July 30, 2015

MTA File#: 345767

Charges as of Premium Notice Date:

Title Search	\$165.00
Total	\$165.00

Notice to all customers regarding fees:

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

Title Searches

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

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

492-000-041-040

V# 14280

OK to Pay
Kibell

LIS TITLE AGENCY

[Space Above This Line For Recording Data]

MORTGAGE

Loan No: 7225-1369
Borrower: JASON J MARTIN

Data ID: 770
MIN: 1000056400722513697

THIS MORTGAGE is made this 2nd day of September, 2005, between the Mortgagor, JASON J MARTIN, A MARRIED MAN and 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");

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

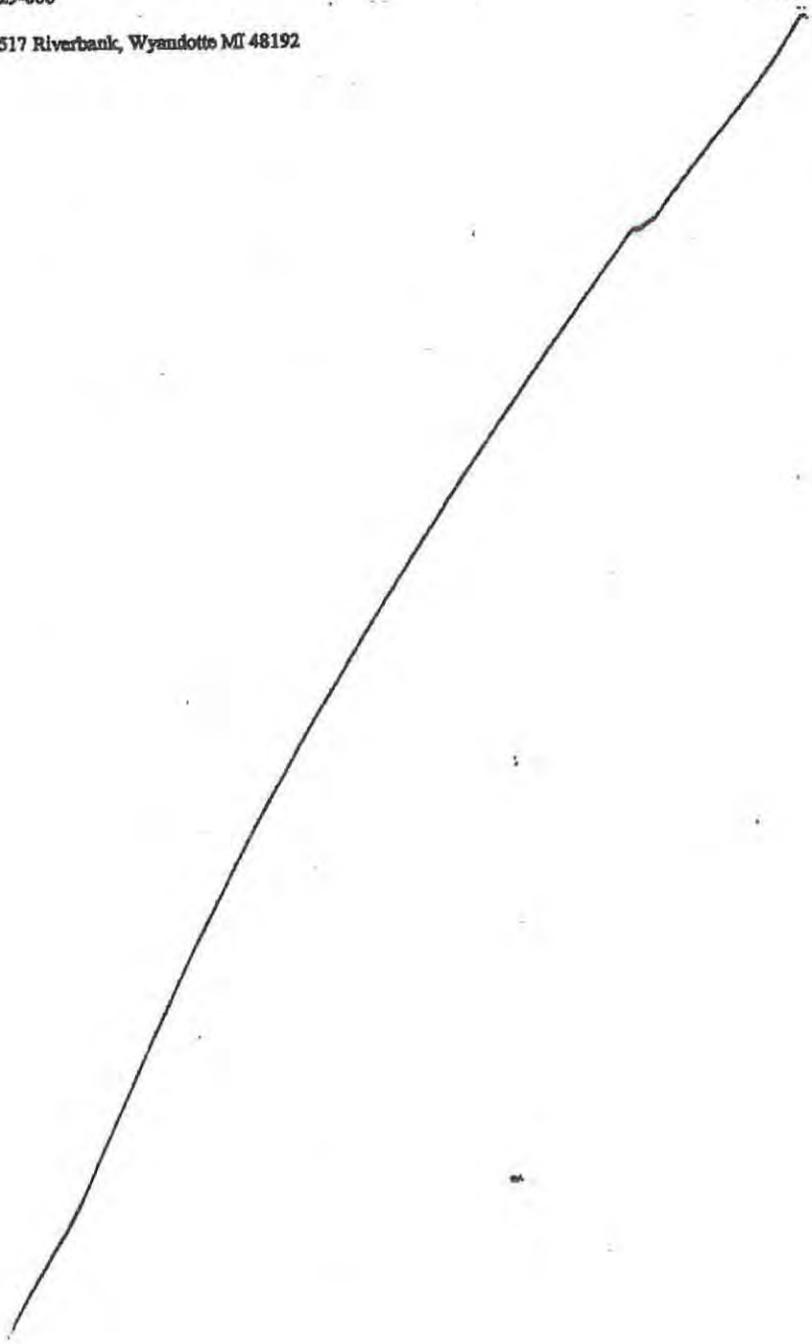
EXHIBIT A

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

#2011010200 R50 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 #: 269210091 "MARTIN"
INVESTOR #: 882
MERS #: 100066400720513699

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: [Signature]
Barbara Neale, Assistant Secretary

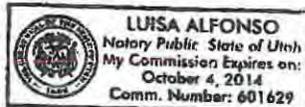


STATE OF Utah
COUNTY OF Salt Lake

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,

[Signature]
LUISA ALFONSO
Notary Expires: 10/04/2014 #501629



(This area for notarial seal)

Prepared By: BILL KOCH, SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115

When Recorded Return To: Bill Koch Select Portfolio Servicing, Inc. 3815 South West Temple, Salt Lake City, UT 84115

*GBF*PLNARC*12222010 01:46:02 P31* AA6RC3AA6RC000000000000000468891* MIWAYNE* 269210091 MIBSTATE_MORT_ASSIGN_ABBN *AA*PALLMARC*

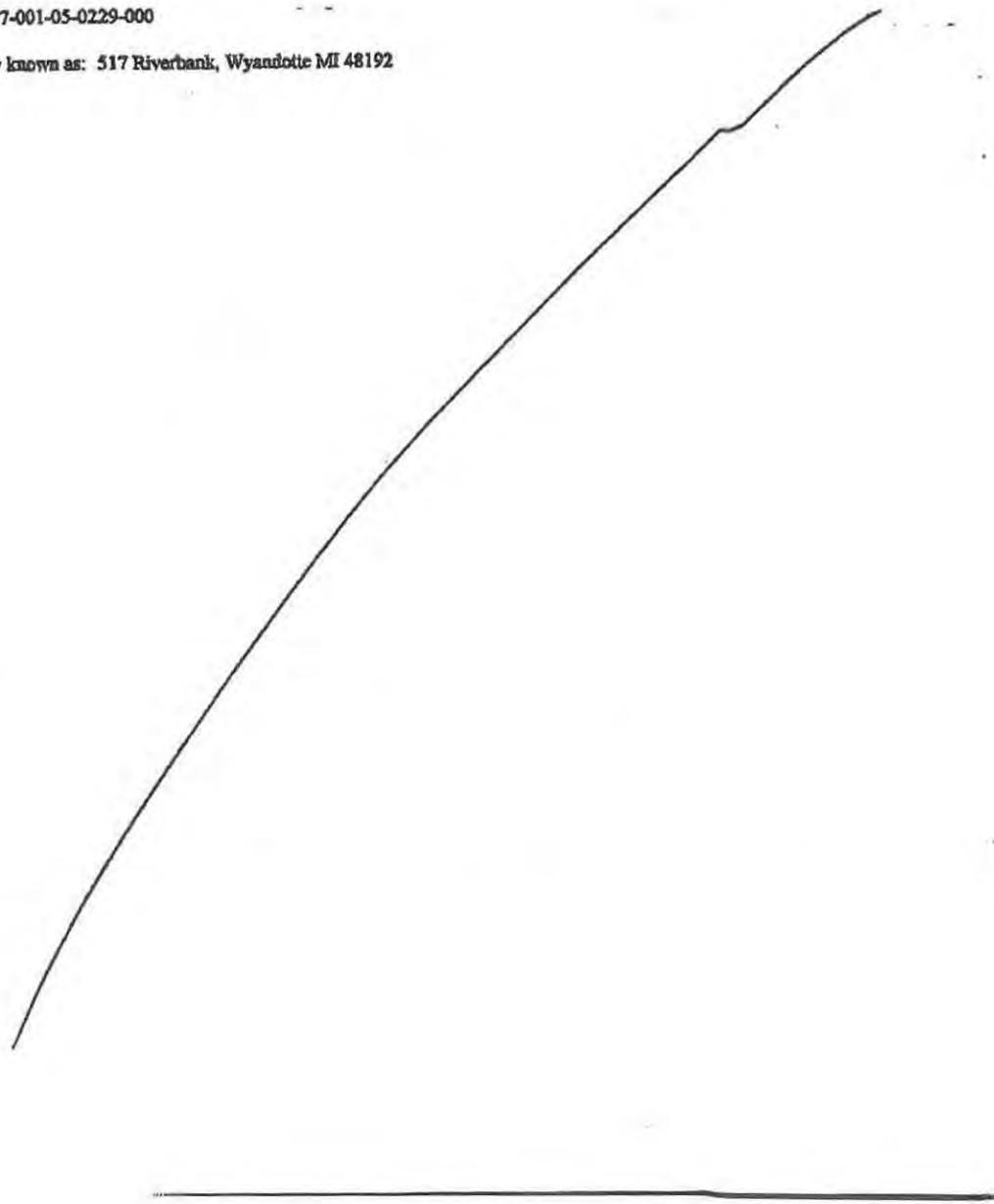
EXHIBIT A

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

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

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

Commonly known as: 517 Riverbank, Wyandotte MI 48192



Loan No: 7205-1369

Data ID: 574

(B) The Index

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

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

(C) Calculation of Changes

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

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

(D) Limits on Interest Rate Changes

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

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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


 JASON J. MARTIN - Borrower (Seal)

Loan No: 7205-1369
 Borrower: JASON J MARTIN

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

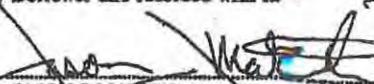
(A) Change Dates

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 hereon 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.

Loan No: 7205-1369

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.

Loan No: 7205-1369

Date ID: 574

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

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

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

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

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

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

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

Loan No: 7205-1369

Data ID: 574

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible 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.

Loan No: 7205-1369

Date ID: 574

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

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

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

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, 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 ^{AND COLETTE MARTIN, HIS WIFE}. 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

54

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

Michael A. Cuschieri or John C. Cuschieri

**517 Riverbank
Parties of Interest**

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

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

Jason Martin/Colette Martin
517 Riverbank
Wyandotte, MI 48192

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

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

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

Guide Sheet

FIRST READING OF AN ORDINANCE

#1430

CITY OF WYANDOTTE

2017 FISCAL YEAR BUDGET ORDINANCE

“AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST SATURDAY OF OCTOBER, 2016. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2017 FISCAL YEAR.”

(REFER TO BUDGET HEARING PAPERWORK FOR COMPLETE TEXT OF ORDINANCE AMENDMENT)

#1431

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 828 4TH STREET FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-1A)

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING
ORDINANCE TO REZONE THE PROPERTY KNOWN AS
828 4TH STREET FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO
MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-1A)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

East 116 Feet of the west 271.72 Feet of the south 45.5 feet of Lot 40, except the west 16 feet thereof, "Sub of P.C. 112 for the Heirs of Antoine Labadie Deceased" part of P.C. 112, City of Wyandotte, Wayne County, Michigan as recorded in Liber 4 of Plats, Page 35, Wayne County Records.

Known as: 828 4th Street

be and is hereby rezoned from Two Family Residential District (RT) to Multiple Family Residential District (RM-1A)

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 289

Section 3. Severability.

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

Section 4. Effective Date.

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

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of _____, 2016.

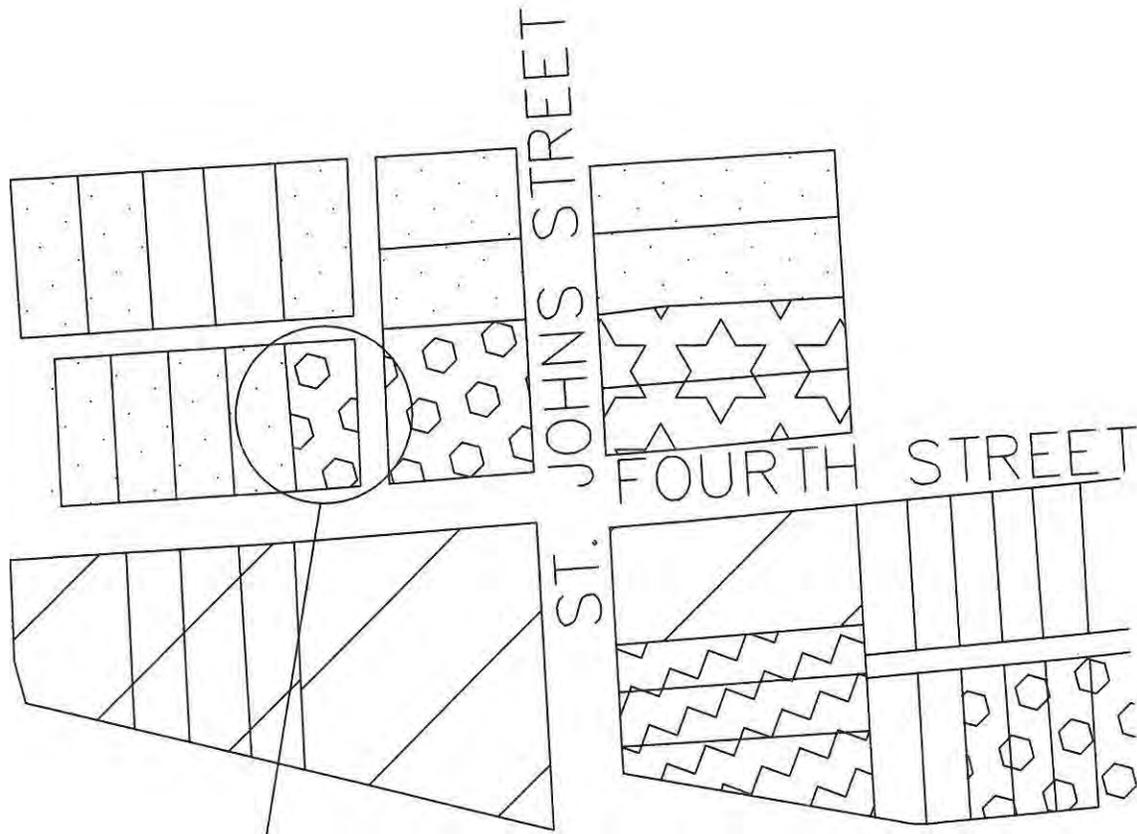
CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the ____ day of _____, 2016.

Dated _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk



LIMITS OF
AMENDED DISTRICT

-  RT TWO FAMILY RESIDENTIAL DISTRICT
-  RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
-  RM-1A MULTIPLE FAMILY RESIDENTIAL DISTRICT
-  O-S OFFICE SERVICE DISTRICT
-  I-1 INDUSTRIAL DISTRICT
-  P-1 VEHICULAR PARKING DISTRICT

 NORTH
 NOT TO SCALE

CITY OF WYANDOTTE, MICHIGAN
AMENDED ZONING MAP NO. 289

ORDINANCE NO.
DATED

MAYOR: _____
JOSEPH R. PETERSON

CLERK: _____
LARRY STEC

Reports & Minutes

1

August 29, 2016

CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, August 29, 2016, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

Present: Councilpersons Daniel Galeski, Sheri Fricke, Ted Miciura, Leonard Sabuda, Donald Schultz, and Kevin VanBoxell

Absent: None

Also Present: Todd Browning, City Treasurer; Thomas Woodruff, City Assessor; William Look, City Attorney; Jesus Plasencia, Assistant City Engineer; and Beth Lekity, Deputy City Clerk

PRESENTATIONS

None

UNFINISHED BUSINESS

Discussion regarding Resolutions #2016-411 – #2016-417

- Chris Luczak, 725 Orchard, regarding McKinley School project
- Jennifer Jasinski, 735 Orchard, regarding McKinley School project

COMMUNICATIONS MISCELLANEOUS

Discussion regarding Resolutions #2016-418 & 2016-419

PERSONS IN THE AUDIENCE

None

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

Discussion regarding Resolution #2016-420 - #2016-434

PRESENTATION OF PETITIONS

None

REPORTS & MINUTES

City Council	August	22, 2016
Budget Hearing Minutes		August 22, 2016
Daily Cash Receipts	August	23, 2016
YTD WMS Financial Results		June 30, 2016

CITIZENS PARTICIPATION

- Diane Woodruff, 433 Biddle, regarding McKinley School project
- Chris Calvin, 466 Sycamore, regarding McKinley School project

RECESS

RECONVENE

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

Absent: None

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

HEARINGS

None

FIRST READING OF AN ORDINANCE

None

FINAL READING OF AN ORDINANCE

2016-409 #1429 ZONING ORDINANCE AMENDMENT-810 CHESTNUT, P-1 TO RA
By Councilperson Schultz, supported by Councilperson Sabuda

**AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE
TO REZONE THE PROPERTY KNOWN AS
810 CHESTNUT STREET FROM VEHICULAR PARKING DISTRICT (P-1)
TO ONE FAMILY RESIDENTIAL DISTRICT (RA)**

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

Lots 91 to 94 inclusive, Bishops Subdivision

Known as: 810 Chestnut Street, Wyandotte, Michigan

be and is hereby rezoned from Vehicular Parking District (P-1) to One Family Residential District (RA)

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 288

Section 3. Severability.

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

Section 4. Effective Date.

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

Motion unanimously carried.

CERTIFICATION

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 29th day of August, 2016.

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

RESOLUTIONS**2016-410 MINUTES**

By Councilperson Schultz, supported by Councilperson Sabuda
RESOLVED that the minutes of the meeting held under the date of August 22, 2016, be approved as recorded, without objection.
Motion unanimously carried.

2016-411 TRAFFIC STUDY REPORT – ALFRED & HIGHLAND PETITION

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that Council concurs with the determination that there will be no installation of a stop sign on Alfred Street at Highland but will direct the installation of a “Slow-Children” sign adjacent to the park.
FURTHER RESOLVED that this correspondence will be filed pending any further problems which may need to be addressed in/near the intersection of Alfred and Highland Streets.
Motion unanimously carried.

2016-412 SECONDHAND DEALER BUSINESS LICENSE FEES

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the Wyandotte City Council hereby reduce the fee for Second hand/Consignment licenses to \$150 to cover administrative and account maintenance costs, while maintaining the present bonding provisions as prescribed in Section 21-118 (a) in the City’s Code of Ordinances; AND
BE IT FURTHER RESOLVED that the reduced fee commences with the start of the 2017-2018 licensing cycle (June 2017); AND
BE IT FURTHER RESOLVED that the fee reduction is hereby referred to the Department of Legal Affairs for any necessary revisions to the City Code of Ordinances, to be presented to Council prior to the 2017 licensing cycle.
Motion unanimously carried.

2016-413 MCKINLEY SCHOOL SITE REDEVELOPMENT

By Councilperson Schultz, supported by Councilperson Sabuda
WHEREAS Mayor and Council passed a resolution on August 15, 2016, requesting that each councilperson provides recommendations for the use of the former McKinley School Site to Coachlight Properties.
BE IT RESOLVED that Mayor and Council review the recommendations and considerations for use in further discussions regarding said property.
Motion carried.
ABSTAIN: Councilperson Miciura

2016-414 MCKINLEY REDEVELOPMENT COMM. – COUNCILWOMAN S. FRICKE

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the communication received by Councilwoman Sheri Fricke relative to the McKinley School Site Redevelopment project is hereby received and placed on file.
Motion carried.
ABSTAIN: Councilperson Miciura

2016-415 MCKINLEY REDEVELOPMENT COMM. – MAYOR PETERSON (LATE ITEM)

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the communication received by Mayor Joseph Peterson relative to the McKinley School Site Redevelopment project is hereby received and placed on file.
Motion carried.
ABSTAIN: Councilperson Miciura

2016-416 MCKINLEY REDEVELOPMENT COMM. – J. JASINSKI

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the communication received by Ms. Jennifer Jasinski relative to the McKinley School Site Redevelopment project is hereby received and placed on file.
Motion carried.
ABSTAIN: Councilperson Miciura

2016-417 MCKINLEY REDEVELOPMENT COMM. – A. BAKER

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the communication received by Ms. Alice Baker relative to the McKinley School Site Redevelopment project is hereby received and placed on file.
Motion carried.
ABSTAIN: Councilperson Miciura

2016-418 CITIZEN COMMUNICATION – J. HALL

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the request from Mr. John Hall relative to temporarily housing his neighbor's dog be received and placed on file.
Motion unanimously carried.

2016-419 LETTER OF THANKS – B. BROWN, THE SENIOR ALLIANCE

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the communication received from Bob Brown, Executive Director of The Senior Alliance, is hereby received and placed on file.
Motion unanimously carried.

2016-420 RECREATION COMMISSION APPOINTMENT – R. ADAMS

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that Council hereby ACCEPTS the resignation of Lori Shiels from the Recreation Commission and thanks Ms. Shiels for her service; and
BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Ronald Adams of 3032 21st St., Wyandotte, MI to the Recreation Commission to fill the unexpired term of Lori Shiels. Term to expire April 2019.
Motion unanimously carried.

2016-421 DCC GRANT APPLICATION – ECONOMIC DEV. ASST. PROGRAM

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the communication from the City Administrator regarding the participation in the grant application for the FY 2016 Economic Development Assistance Programs – Public Works and Economic Adjustment Assistance programs (Funding Opportunity EDAP2016) is received and placed on file; AND
BE IT FURTHER RESOLVED that the City Council acknowledges support and approves the City of Wyandotte's participation in this opportunity.
Motion unanimously carried.

2016-422 LEAVE OF ABSENCE REQUEST

By Councilperson Schultz, supported by Councilperson Sabuda
BE IT RESOLVED that the request for a leave of absence until February 1, 2017, for Jeffrey LeFever is hereby approved.
Motion unanimously carried.

2016-423 PURCHASE AGREEMENT – 707 PLUM

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the City Engineer and City Assessor regarding the City owned property located at former 705-711 Plum/3720 7th Street now known as 707 Plum is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 705-711 Plum/3720 7th Street now known as 707 Plum to Jessica and Jacob Stoneburner for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Jessica and Jacob Stoneburner does not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 705-711 Plum/3720 7th Street now known as 707 Plum, between Jessica and Jacob Stoneburner and the City of Wyandotte for \$10,000 as presented to Council on August 29, 2016.

Motion unanimously carried.

2016-424 NEZ EXEMPTION CERTIFICATE – 707 PLUM

By Councilperson Schultz, supported by Councilperson Sabuda

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 705-711 Plum/3720 7th Street is within the City of Wyandotte's Neighborhood Enterprise Zone #2 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of August 29, 2016, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 705-711 Plum/3720 7th Street now known as 707 Plum, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended.

Motion unanimously carried.

2016-425 REZONING – 828 4TH STREET

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the Planning Commission regarding the rezoning of the property known as 828 4th Street, 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 828 4th Street, Wyandotte, Michigan to Multiple Family Residential District (RM-1A); AND

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

Motion unanimously carried.

2016-426 OUTDOOR CAFÉ REQUEST – 2910 VAN ALSTYNE, WINE DOTTE BISTRO

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the Planning Commission to grant the request of Wine Dotte Bistro, 2910 Van Alstyne for an outdoor café in conjunction with said business at 2910 Van Alstyne 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 Kret's Classic Kitchens,& Construction dated June 10, 2016.
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.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to Midnight from March 15 through October 31, 2016.
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 as indicated on illustrations submitted.
9. Table detail to be black metal with matching chairs.
10. Applicant to pay all costs to the City of Wyandotte, Department of Public Services for providing and removing temporary reflective tape as indicated on plan and placing permanent pedestrian crossing sign.
11. This approval expires October 31, 2016 and must be renewed annually.

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 Wine Dotte Bistro and liability insurance, liquor liability and property damage coverage naming the City as additional insured and in a form and amount that is approved by the City, shall be submitted to the City 20 days in advance of opening the café; AND

WHEREAS, the City is currently in the process of reviewing its Outdoor Café Ordinance and Procedures; AND

WHEREAS, Wine Dotte Bistro has agreed to limit the approval for 2016 only and acknowledges it would be required to renew this request annually with the City of Wyandotte; AND

WHEREAS, any improvements made to the City owned property such as brick pavers will become the property of the City of Wyandotte; AND

WHEREAS, the Mayor and City Clerk be authorized to execute the Grant of License as prepared by the City Attorney.

Motion unanimously carried.

2016-427 OUTDOOR CAFÉ REVISION – 3144 BIDDLE, FRANK'S PIZZERIA

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the Planning Commission to grant the request of Frank's Restaurant and Pizzeria Inc., for an outdoor café in conjunction with said business at 3144 Biddle Avenue, Wyandotte, Michigan; AND

BE IT RESOLVED that Council approved the revised layout of the outdoor café to 25' x 51.6' provided Frank's Restaurant and Pizzeria executes a revised Grant of License and Hold Harmless Agreement and supplies the property Insurance Certificates; AND

WHEREAS, the Mayor and City Clerk are authorized to execute the Grant of License prepared by the City Attorney; AND

WHEREAS, all other term and conditions on the Resolution dated April 30, 2013, by the City Council remain in full effect; AND

WHEREAS, the City of Wyandotte is in the process of amending its Outdoor Café Procedures; AND

WHEREAS this approval is for 2016 only and acknowledges it would be required to renew this request annually with the City of Wyandotte.

Motion unanimously carried.

2016-428 DEMOLITION CONTRACTOR – 1733 5TH & 89 PERRY PLACE

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer in the acceptance of proposal of Pro Excavation of Wyandotte, Michigan in the amount of \$26,000 for the demolition of the properties at 1733 5th Street and 89 Perry Place from account 492-200-850-519.

Motion unanimously carried.

2016-429 FILE #4664 – 1100 BIDDLE AVE. ROOF REPLACEMENT

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to accept to proposal from Wm. Molnar Roofing Inc., Riverview, Michigan in a bid amount of \$28,190.00 for the Roof Replacement at 1100 Biddle Avenue (File #4664) from Account No. 492-200-850-520.

Motion unanimously carried.

2016-430 FILE #4683 – MARX HOME PORCH RESTORATION

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer and the Director of Museums in accepting the bid of Olson Cement Work and Construction Company, Taylor, Michigan in a bid amount of \$10,850.00 for the Porch Restoration for the Historical Marx Residence at 2630 Biddle (File #4683) from Museum Reserve Account No.

101.000.257.071.

Motion unanimously carried.

2016-431 SIDEWALK TRIP HAZARD INCREASE – ½” – 1”

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer in the acceptance of proposal increasing the trip hazard to 1” to be in line with the Governmental Liability for Negligence of 2”;

AND BE IT FURTHER RESOLVED that this criteria will be utilized to identify trip hazards for the 2016 Sidewalk Program and on private property;

AND BE IT FURTHER RESOLVED that the Special Assessment Fund 249-450-825-461 will be utilized for funding sidewalks to be special assessed, as well as sidewalks on city-owned property.

Motion unanimously carried.

2016-432 FILE #4684 CONCRETE SIDEWALK PROGRAM 2016

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding File # 4684 – CONCRETE SIDEWALK PROGRAM 2016;

AND BE IT FURTHER RESOLVED that Council accepts the bid of Rotondo Construction of Farmington Hills, Michigan in the amount of \$88,000.00.

BE IT FURTHER RESOLVED that the City Clerk set up a Special Assessment District for the area that Concrete Sidewalk Program 2016 will be working in.

Motion unanimously carried.

2016-433 FILE #4693 2016 CONCRETE JOINT & CRACK SEAL PROGRAM

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council agrees with the recommendation of the City Engineer and

APPROVES the hiring of Carr's Outdoor Services, Inc. of Canton, MI for the 2016 Concrete Joint and Crack Seal Program (File #4693) in the amount of \$122,850.00 paid from account #203-440-825-460 (\$61,425 from 2016 budget and \$61,425 from 2017 budget).

Motion unanimously carried.

2016-434 LATE ITEM - 517 RIVERBANK SHOW CAUSE HEARING

By Councilperson Schultz, supported by Councilperson Sabuda

WHEREAS resolution #2016-280 directed that the Show Cause Hearing for the property at 517

Riverbank be held in abeyance for 90 days from the date of June 6, 2016; AND

WHEREAS the 90-day abeyance would dictate a hearing on the September 5 (Labor Day)

holiday; THEREFORE

BE IT RESOLVED that Resolution #2016-280 be amended to read that this hearing shall be held on September 12, 2016.

BE IT FURTHER RESOLVED that the City Clerk's office shall send new notices to the interested parties informing them of the new hearing date.

Motion unanimously carried.

2016-435 BILLS & ACCOUNTS

By Councilperson Schultz, supported by Councilperson Sabuda

RESOLVED that the total bills and accounts of \$1,961,031.85 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

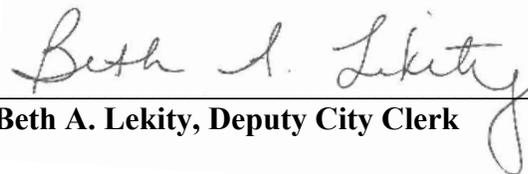
Motion unanimously carried.

2016-436 ADJOURNMENT

By Councilperson Schultz, supported by Councilperson Sabuda

RESOLVED that this regular meeting of the Wyandotte City Council be adjourned at 8:33 p.m.

Motion unanimously carried.



Beth A. Lekity

Beth A. Lekity, Deputy City Clerk

Approved as of 9/12/2016

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, August 16, 2016 at 9:01 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 Stephanie Badalamenti and Alfred Sliwinski

BOARD MEMBERS ABSENT: Michael Sadowski (Excused), Melissa Armatis (Excused)

OTHERS PRESENT: None

Minutes of Previous Meeting (May 17, 2016)

The minutes of the meeting of May 17, 2016, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Maher. The motion passed with no objections.

Presentations/Persons in Attendance

None

Communications

1. Communication from Nick Abrahamson, GLPMR, LLC regarding the annual report for Brownfield Plan Site #20 – 3247 Biddle Avenue. Discussion ensued with Member Drysdale noting that the annual report is what was required by the Brownfield Plan agreement and that what was submitted met those expectations. Motion by Member Badalamenti, supported by Member Sliwinski to receive and place on file the annual report for Brownfield Plan Site #20. The motion passed with no objections.

Resolutions - None

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the BRDA Board will be held Tuesday, September 20, 2016 at 8:30 AM.

Adjournment

The BRDA meeting was adjourned at 9:07 AM through a motion by Member Badalamenti, supported by Member Maher. Motion passed.

Paul L. LaManes, Secretary

User: ktrudell

Post Date from 08/31/2016 - 08/31/2016 Open Receipts

DB: Wyandotte
Receipt #
Description

Date Cashier Wkstn Received Of Distribution Amount

O 445913 08/31/2016 ktrudell F2 MIDWESTERN AUDIT
XT 101-000-001-000 101-000-041-021 A/R MW AUDIT-RESCUE 23.33 CITY CHECK 19715

JULY 2016 RESCUE COLLECTIONS
REC# 897868

O 445914 08/31/2016 ktrudell F2 MICHIGAN LEGACY CREDIT UNION
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 430.00 CITY CHECK 171135

RETURN OF MARY ZALEWSKI'S AUGUST
PENSION-ACCOUNT CLOSED
REC# 897869

O 445917 08/31/2016 ktrudell F2 WYANDOTTE ART CENTER
MZ 101-000-001-000 101-000-257-102 Reserve-Wyandotte Art Cent 47,773.83 CITY CHECK 1016

CLOSE ACCOUNT
REC# 897870

O 445919 08/31/2016 ktrudell F2 OFFICEMAX
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 54.14 CITY CHECK 3920047

REWARDS 2016
REC# 897871

O 445921 08/31/2016 ktrudell F2 JUSTIN LANAGAN
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 26.20 CITY CHECK 085867

JURY DUTY
REC# 897872

O 445922 08/31/2016 ktrudell F2 WAYNE COUNTY TREAS
TS 101-000-001-000 101-000-411-085 COUNTY DEL TAX SETTLEMENT 17,470.50 CITY CHECK 2403757

DELINQUENT TAX SETTLEMENT JULY 2016
REC# 897873

O 445923 08/31/2016 ktrudell F2 CITY OF WYANDOTTE
EP 731-000-001-000 731-000-392-040 Res. Police & Fire Employe 681.41 CITY CHECK 123867

POLICE DEFINED BENEFIT
REC# 897874

Total of 7 Receipts 66,459.41

User: ktrudell

Post Date from 08/31/2016 - 08/31/2016 Open Receipts

DB: Wyandotte Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
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*** TOTAL OF CREDIT ACCOUNTS ***

101-000-041-021 A/R MW AUDIT-RESCUE					23.33
101-000-257-102 Reserve-Wyandotte Art Center LLC					47,773.83
101-000-411-085 COUNTY DEL TAX SETTLEMENT					17,470.50
101-000-655-040 RECEIPTS-MISCELLANEOUS					510.34
731-000-392-040 Res. Police & Fire Employee Contrib					681.41
TOTAL - ALL CREDIT ACCOUNT					66,459.41

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash					65,778.00
731-000-001-000 Cash					681.41
TOTAL - ALL DEBIT ACCOUNTS					66,459.41

*** TOTAL BY FUND ***

101 General Fund					65,778.00
731 Retirement System Fund					681.41
TOTAL - ALL FUNDS:					66,459.41

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND					65,778.00
TOTAL:					65,778.00
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM					681.41
TOTAL:					681.41
TOTAL - ALL BANKS:					66,459.41

*** TOTAL OF ITEMS TENDERED ***

<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					66,459.41
TOTAL:					66,459.41

*** TOTAL BY RECEIPT ITEMS ***

(1) EP: PD EMPLOYEE PENSION CONTR					681.41
(1) MZ: MISC CASH/VARIOUS					47,773.83
(3) RE: RECEIPTS-MISCELLANEOUS					510.34
(1) TS: COUNTY DEL TAX SETTLEMENT					17,470.50
(1) XT: A/R MW AUDIT-RESCUE					23.33
TOTAL - ALL RECEIPT ITEMS:					66,459.41

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

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, August 9, 2016. Commissioner Harris called the meeting to order at 6:07 p.m.

ROLL CALL:

Present: Commissioner Harris
Commissioner Heck
Commissioner Melzer
Chief Carley

Recording Secretary: Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Heck, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on July 12, 2016. Motion carried unanimously.

UNFINISHED BUSINESS

None

COMMUNICATIONS

None

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "July 2016"*

Chief Carley reported that for the month there were a total of 217 rescue runs, with average response time of 3 minutes 33 seconds and that \$101,469.50 was billed out. Also noted we gave 11 mutual aid rescue runs and received 4. Chief Carley met with Southgate Fire and Beaumont Mobile Medicine regarding recent spike in mutual aid activity given to City of Southgate and has a follow up meeting in 3 months and will keep commission updated on said matter. Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.

2. *Department bills submitted July 14, 2016 in the amount of \$4,977.23*

Department bills submitted July 28, 2016 in the amount of \$ 975.39

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

DEPARTMENTAL (continued)

3. *Daily Reports*

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

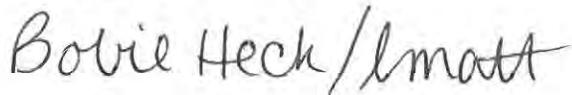
LATE

Chief Carley stated that on Monday, August 8, 2016, Channel 4 news station "Live in the D" was at station 2 having lunch with guys and streaming it on Facebook live.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:32 p.m.

Respectfully submitted,



Bobie Heck
Secretary

MI/lm

August 24th, 2016

Wyandotte Municipal Services Commission
Working Session Minutes

A workshop session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, August 24, 2016 at 4:00 PM.

Roll Call: Present: Commissioner- Gerald P. Cole- Absent
Robert K. Alderman
Bryan Hughes
Michael Sadowski
Leslie Lupo

General Manager/Secretary- Rod Lesko

Also Present- Paul LaManes
Valerie Hall
Mike Pente
Steve Timcoe
Charlene Hudson
Bill Weirich
Jim Skarzynski
Mark Beauchamp- Utility Financial Solutions
Amber Sutphin
CATV- Steve Colwell

A Cable COS/Rate Review was presented by Mark Beauchamp, an outside consultant from Utility Financial Solutions.

Paul LaManes, Assistant General Manager, presented the FY2017 Water Department budget for review and questions with the Commission.

MOTION by Commissioner Alderman and seconded by Commissioner Hughes to adjourn at 5:00 PM.

X 

Roderick Lesko
General Manager/Secretary

August 24, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, August 24, 2016 at 5:00 PM.

Roll Call: Present: Commissioner-Gerald P. Cole-Absent
Robert K. Alderman
Bryan Hughes
Michael Sadowski
Leslie Lupo

General Manager& Secretary- Rod Lesko

Also Present- Paul LaManes
Valerie Hall
Amber Sutphin
Steve Timcoe
Jim Skarzynski
Bill Weirich
Mark Beauchamp- Utility Financial Solutions
Steve Colwell- CATV

Approval of Minutes

MOTION by Commissioner Hughes and seconded by Commissioner Sadowski to approve the July 20, 2016 regular session meeting minutes of the Municipal Services Commission.

Commissioner Alderman asked that the roll be attached. No objections were made to approve the regular session meeting minutes.

Hearing of Public Concerns

None

Resolution # 8-2016-01

MOTION by Commissioner Sadowski and seconded by Commissioner Lupo to authorize the General Manager to adjust the Large Industrial (LI) service rate to \$ 0.04645/kWh for the first 6,000,000 kWh per month with all excess kWh per month billed at \$ 0.03916/kWh rate with service rendered the later of October 1, 2016 or the effective date upon which steam service provided by Wyandotte Municipal Services is no longer required and the PSA adjustment rider base cost to \$ 0.06075 per kWh effective with service rendered on or after October 1, 2016, as recommended by WMS management; and

BE IT FURTHER RESOLVED that a copy of this Resolution and proposed electric rates be forwarded to the Honorable Mayor and Wyandotte City Council for their information.

Commissioner Alderman asked that the roll be called.

YEAS: Commissioner Alderman, Hughes, Sadowski and Lupo

NAYS: None

August 24, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

Resolution # 8-2016-02

MOTION by Commissioner Hughes and seconded by Commissioner Sadowski to approve the FY2017 Water Department Operating and Capital Budget as presented in the Budget working session at 4PM on August 24, 2016 and as recommended by WMS management.

Commissioner Alderman asked the roll be called.

YEAS: Commissioner Alderman, Hughes, Sadowski, and Lupo

NAYS: None

Reports and Communications

- Quarterly Financial Results-YTD 6/30/2016
- Monthly Subscriber Reports-July 2016
- Cable COS/Rate Review

MOTION by Commissioner Sadowski and seconded by Commission Hughes to receive and place on file the Quarterly Financial Results, Monthly Subscriber Counts for July 2016 and Cable COS/Rate Review. Roll attached no objections to motion to receive and place on file.

Approval of Vouchers

MOTION by Commissioner Sadowski and seconded by Commissioner Hughes that the vouchers be paid as submitted.

#5302 \$283,781.36

#5303 \$937,908.25

Commissioner Alderman asked the roll to be called.

YEAS: Commissioner Alderman, Hughes, Sadowski, and Lupo

NAYS: None

Late Items

Commissioner Leslie Lupo requested a landscape clean-up near McKinley and Clark.

Next Regular Meeting - Wednesday, September 7, 2016 at 5 PM

Motion by Commissioner Lupo and seconded by Commissioner Hughes to now adjourn at 5:15PM. Roll attached no objections to adjournment of meeting.

X



Roderick Lesko

General Manager/Secretary

September 7, 2016

Wyandotte Municipal Services Commission
Working Session Minutes

A workshop session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, September 7, 2016 at 4:00 PM.

Roll Call: Present: Commissioner- Gerald P. Cole- Excused
Robert K. Alderman
Bryan Hughes
Michael Sadowski
Leslie Lupo

General Manager/Secretary- Rod Lesko

Also Present- Paul LaManes
Valerie Hall
Steve Timcoe
Charlene Hudson
David Fuller
Amber Sutphin
CATV- Steve Colwell

Paul LaManes, Assistant General Manager, presented the FY2017 Electric Department budget for review and questions with the Commission.

Paul LaManes, Assistant General Manager, presented the FY2017 Telecommunications Department budget for review and questions with the Commission.

MOTION by Commissioner Hughes and seconded by Commissioner Lupo to adjourn at 4:33PM.

X



Roderick Lesko
General Manager/Secretary

September 7, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, September 7, 2016 at 5:00 PM.

Roll Call: Present: Commissioner-Gerald P. Cole-Excused
Robert K. Alderman
Bryan Hughes
Michael Sadowski
Leslie Lupo

General Manager& Secretary- Rod Lesko

Also Present- Paul LaManes
Valerie Hall
Amber Sutphin
Steve Timcoe
David Fuller
Steve Colwell- CATV

Approval of Minutes

MOTION by Commissioner Hughes and seconded by Commissioner Sadowski to approve the August 24, 2016 regular session meeting minutes of the Municipal Services Commission.

Commissioner Alderman asked that the roll be attached. No objections were made to approve the regular session meeting minutes.

MOTION by Commissioner Hughes and seconded by Commissioner Sadowski to approve the August 24, 2016 working session meeting minutes of the Municipal Services Commission.

Commissioner Alderman asked that the roll be attached. No objections were made to approve the regular session meeting minutes.

Hearing of Public Concerns

None

Resolution # 9-2016-01

WHEREAS, Wyandotte Municipal Services revenue is designed to cover the cost of providing service to local customers in a competitive manner; and

WHEREAS, Wyandotte Municipal Services completed a Cable Fund cost of service review in conjunction with preparation of the Fiscal 2017 budget; and

WHEREAS, based on the results of this review and revenue projections, certain modifications to cable billing for the pass through of cost adjustments for programming royalties is recommended to keep the utility in sound financial condition; and

September 7, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

WHEREAS, it is desired to streamline internet packages and remove billing variances for certain cable equipment through appropriate recovery of technological upgrade capital costs; now therefore

BE IT RESOLVED, by the Wyandotte Municipal Services Commission, a majority of its members thereto concurring, to pass through programming royalty cost adjustments of \$ 4.50/month for Digital Basic Plus service with ongoing isolation and review of programming costs measured by periodic programmer royalty adjustments in the future for all service levels so that additional cost adjustments for programming are implemented and recovered when necessary and implement internet service and cable equipment billing adjustments effective with service rendered on or after October 1, 2016, as recommended by WMS management.

BE IT FURTHER RESOLVED that a copy of this Resolution is forwarded to the Honorable Mayor and Wyandotte City Council to be received and placed on file.

Commissioner Alderman asked that the roll be called.

YEAS: Commissioner Alderman, Hughes, Sadowski and Lupo

NAYS: None

Reports and Communications

None

Approval of Vouchers

MOTION by Commissioner Sadowski and seconded by Commissioner Hughes that the vouchers be paid as submitted.

#5304 - \$325,446.16

Commissioner Alderman asked the roll to be called for approval of the vouchers.

YEAS: Commissioner Alderman, Hughes, Sadowski, and Lupo

NAYS: None

Late Items

Commissioner Leslie Lupo would like to thank Bill Weirich and his Department for completing the request for a landscape clean-up near the substation at McKinley and Clark.

Next Regular Meeting - Wednesday, September 28, 2016 at 5 PM

Motion by Commissioner Sadowski and seconded by Commissioner Hughes to now adjourn at 5:04PM. Roll attached no objections to adjournment of meeting.

September 7, 2016

Wyandotte Municipal Services Commission
Regular Meeting Minutes

X 

Roderick Lesko
General Manager/Secretary

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, August 18, 2016, Meeting
MINUTES AS RECORDED

The meeting was called to order by Vice Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Benson, Duran, Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

COMMISSIONERS EXCUSED: Adamczyk

ALSO PRESENT: Ben Tallerico
 Peggy Green, Acting Recording Secretary

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER Rutkowski, supported by Commissioner Lupo to approve the minutes of the Meeting of July 21, 2016. MOTION PASSED.

YES: Benson, Duran, Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki

NO: None ABSENT: Adamczyk MOTION PASSED

OLD BUSINESS:

None

NEW BUSINESS:

PUBLIC HEARING #071816- Request from Coachlight Properties, LLC, owner and appellant, to rezone the property known as 828 4th Street, City of Wyandotte, County of Wayne, State of Michigan (East 116 Feet of the west 271.72 Feet of the south 45.5 feet of Lot 40, except the west 16 feet thereof, "Sub of P.C. 112 for the Heirs of Antoine Labadie Deceased" part of P.C. 112, City of Wyandotte, Wayne County, Michigan as recorded in Liber 4 of Plats, Page 35, Wayne County Records). It is proposed that said land be rezoned from Two Family Residential District (RT) to Multiple Family Residential District (RM-1A).

The Owner/Applicant is requesting rezoning in order to remove an existing garage and combine this parcel with 413 St. Johns to construct new garages for tenants.

The Planning Commission of the City of Wyandotte at the request from Coachlight Properties, LLC to rezone the property known as 828 4th Street be hereby received;

AND BE IT RESOLVED that on August 18, 2016, the Planning Commission held the required public hearing and no objection(s) were received;

NOW, THEREFORE BE IT RESOLVED that a Motion by Commissioner Benson, supported by Commissioner Lupo that the Planning Commission hereby recommends to the Mayor and City Council that the property known as 828 4th Street (East 116 Feet of the west 271.72 Feet of the south 45.5 feet of Lot 40, except the west 16 feet thereof, "Sub of P.C. 112 for the Heirs of Antoine Labadie Deceased" part of P.C. 112, City of Wyandotte, Wayne County, Michigan as recorded in Liber 4 of Plats, Page 35, Wayne County Records) is hereby approved to be rezoned to Multiple Family Residential District(RM-1A).

YES: Benson, Duran, Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki
NO: None ABSENT: Adamczyk MOTION PASSED

PERSONS IN THE AUDIENCE:

No persons in audience.

OTHER BUSINESS:

Nomination of Officers:

- Motion by Commissioner Lupo, Supported by Commissioner Rutkowski to nominate Commissioner Pasko as Chairperson.
MOTION PASSED
- Motion by Commissioner Benson, Supported by Commissioner Pasko to nominate Commissioner Lupo as Vice-Chairperson.
MOTION PASSED
- Motion by Commissioner Lupo, Supported by Commissioner Duran to nominate Commissioner Benson as Secretary.
MOTION PASSED

Vice Chairperson Pasko regretfully accepted the resignation of Elizabeth Krimmel and welcomed new commissioner, Jay Sarnacki

Ben Tallerico informed the Commission that July starts the New Year and the annual report needs to be repaired for the actions of this year, as required by the State.

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER Lupo, Supported by Commissioner Parker to:
Pay Beckett & Raeder for Planning Consultant fee for August 2016 in the amount of \$700.00.

YES: Benson, Duran, Lupo, Mayhew, Parker, Pasko, Rutkowski, Sarnacki
NO: None ABSENT: Adamczyk MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER Benson, Supported by Commissioner Lupo to adjourn the meeting at 6:40 p.m.

PUBLIC HEARING #071816- Request from Coachlight Properties, LLC, owner and appellant, to rezone the property known as 828 4th Street, Wyandotte, Michigan

Vice-Chairperson Pasko opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Joe DiSanto, Coachlight Properties, 2289 – 7th Street, present.

Mr. Tallerico explained rezoning from two family to multiple family, it will be combined with the RM-1A to the north, and the whole parcel will be zoned the same.

Mr. DiSanto explained that there is an existing eight (8) unit apartment building and that 828 – 4th Street burned down and only a garage is left. Mr. DiSanto stated that he is requesting to vacate the alley and will combine the properties. Mr. DiSanto added that he will pave the alley and that there will be 1 garage, with eight doors.

The Commission asked about a shop area. Mr. DiSanto explained that there will be an offset area for the handyman to do repairs.

Mr. DiSanto stated that each section of the garage will be 10'x20' with roll up door.

Mr. DiSanto added that he had met with some of the neighbors, and their issues had been resolved.

There being no further questions, the public hearing was closed.

No Communications were received.

RESOLUTION

Planning Commission Wyandotte, Michigan

Wyandotte, Michigan August 18, 2016

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE,
held Election of Officers and the following were elected:

MOTION BY COMMISSIONER _____ Lupo _____

SUPPORTED BY COMMISSIONER _____ Rutkowski _____

- Chairperson: _____ Pasko _____

I move the adoption of the foregoing resolution.

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
	Adamczyk	
x	Benson	
x	Duran	
x	Lupo	
x	Mayhew	
x	Parker	
x	Pasko	
x	Rutkowski	
x	Sarnacki	

MEMBERS ABSENT: Adamczyk

RESOLUTION

Planning Commission Wyandotte, Michigan

Wyandotte, Michigan August 18, 2016

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE,
held Election of Officers and the following were elected:

MOTION BY COMMISSIONER Benson

SUPPORTED BY COMMISSIONER Pasko

- Vice-Chairperson: Lupo

I move the adoption of the foregoing resolution.

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
	Adamczyk	
x	Benson	
x	Duran	
x	Lupo	
x	Mayhew	
x	Parker	
x	Pasko	
x	Rutkowski	
x	Sarnacki	

MEMBERS ABSENT: Adamczyk

RESOLUTION

Planning Commission Wyandotte, Michigan

Wyandotte, Michigan August 18, 2016

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE,
held Election of Officers and the following were elected:

MOTION BY COMMISSIONER _____ Lupo _____

SUPPORTED BY COMMISSIONER _____ Duran _____

- Secretary: _____ Benson _____

I move the adoption of the foregoing resolution.

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
	Adamczyk	
x	Benson	
x	Duran	
x	Lupo	
x	Mayhew	
x	Parker	
x	Pasko	
x	Rutkowski	
x	Sarnacki	

MEMBERS ABSENT: Adamczyk

**CITY OF WYANDOTTE
PLANNING COMMISSION**

Agenda for the Meeting Thursday, August 18, 2016, at 6:30 p.m.
Council Chambers, Wyandotte City Hall

Benson - wants large
master plan
said to tell you
Thank you
for zoning

CALL TO ORDER:

- COMMISSIONERS:**
- | | |
|----------------------------|-------------|
| Adamczyk ^{absent} | X Parker |
| X Benson | X Pasko |
| X Duran | X Rutkowski |
| X Lupo | X Sarnacki |
| X Mayhew | |

ALSO PRESENT BEN

COMMUNICATIONS:

- Council Resolution accepting resignation of Elizabeth Krimmel and appointing Jay Sarnacki to the Planning Commission. ^{no} ^{REGRETFULLY ACCEPTS RESIGNATION.} ^{WISHES WELL + WELCOME SARNACKI}

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

Motion by Commissioner Rutkowski, supported by Commissioner Lupo to approve the minutes of Meeting of July 21, 2016.

OLD BUSINESS:

None

NEW BUSINESS:

1. **PUBLIC HEARING #071816-** Request from Coachlight Properties, LLC, owner and appellant, to rezone the property known as 828 4th Street, City of Wyandotte, County of Wayne, State of Michigan (East 116 Feet of the west 271.72 Feet of the south 45.5 feet of Lot 40, except the west 16 feet thereof, "Sub of P.C. 112 for the Heirs of Antoine Labadie Deceased" part of P.C. 112, City of Wyandotte, Wayne County, Michigan as recorded in Liber 4 of Plats, Page 35, Wayne County Records). It is proposed that said land be rezoned from Two Family Residential District (RT) to Multiple Family Residential District (RM-1A). ^{Grant}

The Owner/Applicant is requesting rezoning in order to remove an existing garage and combine this parcel with 413 St. Johns to construct new garages for tenants.

no objections received. 1) Benson - ALL
2) Lupo

PERSONS IN THE AUDIENCE:

NONE

OTHER BUSINESS:

- Nomination of Officers

BILLS AND ACCOUNT:

- Pay the planning consultant fee for August 2016 to Beckett & Raeder: \$700.00

6:40

MOTION TO ADJOURN:

1) Lupo
2) PARKER ALL

Benson
Lupo
ADJOURN

City of Wyandotte

Police Commission Meeting

Minutes – Meeting Date: August 23, 2016

The Police Commission meeting took place at Wyandotte Police Department 2015 Biddle Avenue, Wyandotte Michigan, on Tuesday, August 23, 2016. The Chairperson, Commissioner Harris, called the meeting to order at 6:03 p.m.

ROLL CALL

Present: Chief Daniel Grant
Commissioner John Harris
Commissioner Doug Melzer
Commissioner Bobie Heck

Absent: None

Recording Secretary: Alice Baker

Others Present: None

The Commission approved the minutes as recorded for the meeting held on August 9, 2016. Approved Commissioner Heck, seconded by Commissioner Melzer.

UNFINISHED BUSINESS:

None

COMMUNICATIONS:

1. A copy of a care package and treats that had been brought to the station by the Steffes family was reviewed. The family wished to thank officers for protecting and serving the community. Chief Grant gratefully acknowledge their show of support.
Motion by Commissioner Melzer, seconded by Commissioner Heck to receive and place on file.
2. Chief Grant reported that Dan Williams had brought in a plaque for the Department along with some desserts in another show of support for the Officers by the citizens of Wyandotte.
Motion by Commissioner Heck, seconded by Commissioner Melzer to receive and place on file.

DEPARTMENTAL:

1. Full time Dispatch:

There are two full time positions available in the dispatch center. The first candidate who applied did not meet all of the qualifications to accept the position. The request for clarification from this candidate have not been answered. The second candidate, Holly O'Dea, has met all the qualifications and the Chief would like to move ahead with offering her the full time position.

Motion to approve the hiring made by Commissioner Melzer, seconded by Commissioner Heck.

2. Bills and Accounts:

A motion to approve the bills and accounts was made by Commission Heck and Seconded by Commissioner Melzer.

3. Stop Sign at Alfred and Highland:

A petition had been presented to install a stop sign in this area. After conducting a traffic study and reviewing the study with the Commission, Chief Grant would recommend that a “slow children playing” sign be installed. These findings are to be sent to the Mayor and City Council for approval.

A motion to approve the signage was made by Commissioner Melzer and approved by Commissioner Heck.

4. New employees:

Chief Grant advised the Commission that the three newly hired Officers are all on the road and appear to be doing well. There are two positions still available within the Department and the process to fill those positions will be starting soon.

ADJOURNMENT:

With no further business to come before the Commission, upon motion duly made and supported, the meeting adjourned at 6:15 p.m.

Approved by:

The Police and Fire Commission

amb

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Monday, August 16, 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
Commissioner Rob DeSana
Commissioner Ed Ronco

Excused:

Also Present:

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

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

PERSONS IN THE AUDIENCE:

None

CORRESPONDENCE:

1. Thank you card from Wyandotte Family Church thanking Superintendent Lanagan for the Golf Course Gift Certificates for their Annual Bash held at Bishop Park.
2. Thank you letter from Wyandotte Athletic Association thanking Wyandotte Shores Golf Course for the sponsorship and support at their 27th Annual Harold L. Popp Memorial Charity Golf Tournament.
3. Thank you letter from Wyandotte Lions Club thanking Superintendent Lanagan for the Golf Gift Certificate donation for their 20th annual Golf Outing held on June 10, 2016.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

1. Council Resolution dated July 18, 2016 approving the Contract for the Michigan Comic Book Expo on August 8, 2016 at Yack Arena.
2. Council Resolution dated August 8, 2016 approving Lake Shoe Services to fabricate and install railing stabilizers at BASF Park.
3. Council Resolution dated August 8, 2016 approving the use of Bishop Park Pavilion on August 18, 2016 and August 25, 2016 for the 2016 Music in the Park events.
4. Council Resolution dated August 8, 2016 approving New Destiny Church to hold a Back to School Rally at Memorial Park on August 27, 2016.
5. Council Resolution dated August 8, 2016 regarding the Blitzen the Dotte race on November 19, 2016.

REPORTS AND MINUTES:

Arena Report July 2016...\$7,800.00 Ice Rental..\$250.00 Sign Rentals...\$2,880.00 Summer Events Account Breakdown Pay Period ending 7/10/2016 & 7/24/2016
Tele-care Report July 2016
Golf Report July 2016.....\$59,627.50
Senior Van Report June & July 2016
Swim Lessons Second Session July 18, 2016 – August 11, 2016

SPECIAL ORDER:

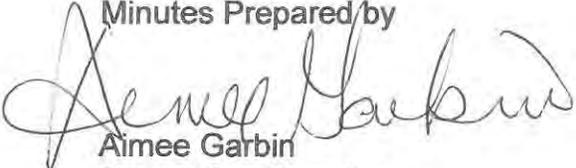
Commission discussed with Superintendent Lanagan:

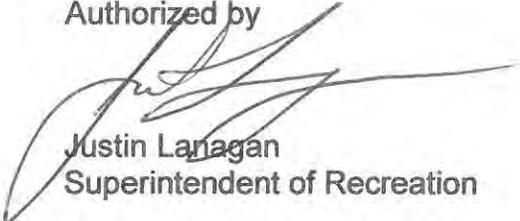
- Superintendent Lanagan stated Secretary Lori Shiels submitted her letter of resignation to Mayor Joe Peterson on August 5, 2016. Mayor Joe Peterson will appoint the new Commission member.
- Superintendent Lanagan explained to Commission that the Green box program relies on donations from private entities. This year as in the past several, the program was funded by donations from local insurance agencies and a local non-profit. Their donations cover the wages for the Green box leaders. E.W. Smith, Daly Merritt & Karn, Sitkins, Payette all donated \$1500 each to the 2016 Green box Program and Old Time BallPlayer Association donated \$500. A Wyandotte resident who upon seeing the Green Boxes being delivered had reminisced and posted on social media about his Green Box memories. This resident stopped in the Recreation Department and stated he would like to make a \$1500 donation to have a Green box placed at Jefferson Elementary in the summer of 2017. Superintendent Lanagan will follow up with the resident at a later date about the 2017 Green box program. Superintendent Lanagan suggested that we may want to consider closing VFW & Jaycee Park as Green Box sites due to the lack of children utilizing the program.
- Superintendent Lanagan discussed the Wyandotte School District Field Update. The original plans for the fields at Wilson Middle School were to add slag and would cost approximately \$7,200 with the Recreation covering a portion of the cost and the School District covering the remainder of the cost. However, the School District made a change of the original plans and decided to add red infield surfacing. Superintendent Lanagan stated the School Board asked to build a Varsity softball field at Memorial Park. Superintendent Lanagan, Tom DeSana and Bernie Bowers measured the area located behind the Jo Brighton School and unfortunately the location would not be big enough to build a new field. The next area looked at was the area between the Big Diamond (located closest to Pennsylvania Road) and the Dust Bowl located in the middle of Memorial Park (where Vintage Baseball currently plays). Superintendent Lanagan stated the second location would be large enough to construct a new softball field and then discussed the importance of having the High School boys baseball and girls softball fields located in the same area. Having the fields located together would allow Wyandotte to host tournaments and district playoffs. It would also create a safer option for visiting teams in case of inclement weather. If a game gets postponed due to weather conditions, one of the visiting teams (either girls or boys) is left stranded waiting for a bus while the bus is at the other field on the opposite end of town (FOP is at the far north end and Memorial is at the far south end). A cost saving option that was discussed was to move the adult softball back to FOP and extending the fences out and moving the scoreboard and converting the adult field at Memorial into the girl's softball field.
- Superintendent Lanagan discussed the Youth Basketball rules and the changes recently applied. Commissioner Ronco inquired if the coaches get a copy of the rules and Superintendent Lanagan stated the rules and the code of ethics are reviewed at the coaches meeting held before the season starts. Superintendent Lanagan asked Commissioners to review the rules and if there are additional changes they can be addressed during the September meeting.

There being no further business to discuss, a motion was made by Vice President Loya and supported by Commissioner Ronco to adjourn the meeting at 8:15 pm.

Minutes Prepared by

Authorized by


Aimee Garbin
Recreation Secretary


Justin Lanagan
Superintendent of Recreation

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

September 13th

October 11th

November 15th Special Exception

December 13th

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, August 16, 2016 at 8:32 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, Al Sliwinski and Stephanie Badalamenti

BOARD MEMBERS ABSENT: Michael Sadowski (Excused), Melissa Armatis (Excused)

OTHERS PRESENT: None

Minutes of Previous Meeting (May 17, 2016)

The minutes of the meeting of May 17, 2016, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Maher. The motion passed with no objections.

Presentations/Persons in Attendance

None

Communications

Communication from Todd Drysdale – City Administrator reporting budget to actual financial results for the TIFA year to date as of August 9, 2016. Motion by Member Badalamenti, supported by Member Maher to receive and place on file the financial results communication. The motion passed with no objections.

Communication from Bacon Memorial Library Board of Trustees requesting continuation of the revenue sharing agreement with the TIFA board for the 2016-2017 fiscal year in the amount of at least \$ 50,000. Motion by Member Sliwinski, supported by Member Badalamenti to receive and place on file the communication from the Library Board of Trustees on this matter. The motion passed with no objections.

Communication from Todd Drysdale, City Administrator, regarding the proposed FY2016 budget amendment for the Bishop Park Lighting Project. Discussion ensued with Member Drysdale noting that the match portion of the project funded by TIFA was completed during FY2016 and the amendment properly allocates the balance of the original budget that remains unspent from FY2015 to FY2016.

Communication from Mark Kowalewski, City Engineer, regarding a proposed FY2016 budget amendment for additional tree removal in the TIFA district made necessary by recent storm activity.

Communication from Todd Drysdale, City Administrator, regarding the proposed FY2017 budget. Discussion ensued relative the Bacon Library Board of Trustee request and the location of certain Recreation Department projects.

Resolutions:

Resolution by the Wyandotte Tax Increment Finance Authority (TIFA) recommending approval by the Wyandotte City Council of a FY2016 budget amendment for the Bishop Park Lighting Project in the amount of \$ 113,540.35.

Dated: August 16, 2016

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) has received a recommendation for a FY2016 budget amendment for the lighting project at Bishop Park totaling \$113,540.35, and

WHEREAS, the amendment properly allocates the balance of the original budget that remains unspent from FY2015 to FY2016; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Tax Increment Finance Authority recommending approval by the Wyandotte City Council of the budget amendment, totaling \$113,540.35 for the lighting project at Bishop Park.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Drysdale

SUPPORTED BY MEMBER: Sliwinski

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

ABSTAIN: None

ABSENT: Sadowski (Excused), Armatis (Excused)

 7 Yeas; 0 Nays; 0 Abstention(s).

Motion X passes; _____ fails.

Resolution by the Wyandotte Tax Increment Finance Authority (TIFA) recommending approval by the Wyandotte City Council of a FY2016 budget amendment for additional tree removal made necessary by recent storms affecting the TIFA district in the amount of \$ 10,000.00.

Dated: August 16, 2016

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) has received a recommendation for a FY2016 budget amendment for additional tree removal in the TIFA district made necessary by recent storms totaling \$10,000.00, and

WHEREAS, the amendment properly appropriates a corresponding portion of fund balance for FY2016 to address the amendment; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Tax Increment Finance Authority recommending approval by the Wyandotte City Council of the budget amendment, totaling \$10,000.00 to address additional tree removal.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Drysdale

SUPPORTED BY MEMBER: Sliwinski

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

ABSTAIN: None

ABSENT: Sadowski (Excused), Armatis (Excused)

 7 Yeas; 0 Nays; 0 Abstention(s).

Motion X passes; fails.

Resolution by the Wyandotte Tax Increment Finance Authority (TIFA) recommending approval by the Wyandotte City Council of the FY2017 TIFA budget.

Dated: August 16, 2016

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) has received a recommendation for funding from the TIFA Consolidated Budget for FY2017, and

WHEREAS, discussion ensued by the TIFA Board regarding the recommended budget for FY2017; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Tax Increment Finance Authority recommending approval by the Wyandotte City Council of the fiscal 2017 TIFA Consolidated Budget.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Drysdale

SUPPORTED BY MEMBER: Sliwinski

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

ABSTAIN: None

ABSENT: Sadowski (Excused), Armatís (Excused)

 7 Yeas; 0 Nays; 0 Abstention(s).

Motion X passes; _____ fails.

Other/Old Business

None

Late Items

None

Next Meeting

The next meeting of the TIFA Board will be held Tuesday, September 20, 2016 at 8:30 AM.

Adjournment

The TIFA meeting was adjourned at 9:00 AM by unanimous motion, no objections.

Paul L. LaManes, Secretary