



AGENDA

REGULAR SESSION

MONDAY, DECEMBER 16, 2019 7:00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL Mayor Peterson, Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

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

CONSENT AGENDA

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

1. Approval of Council Meeting Minutes - December 9, 2019
2. Special Event Application – Walk MS Wyandotte

NEW BUSINESS

3. Citizen Communication - Mr. & Mrs. Kearney
4. 27th District Court Joint Management Agreement - Revised
5. Lease of Property-3200 Biddle (4th Floor) and 8th & Grove Street
6. Arris Transition Services to FTTH System Consulting Statement of Work (SOW) 300284v6
7. Video on Demand (VOD) Shelf Capacity Storage Upgrade
8. Miscellaneous 2020 Yack Arena Rental Contracts
9. Comprehensive Zoning Ordinance Update
10. Sale of City Owned Property - North 11 feet of Lot 75
11. First Reading #1484: Rezoning Former 124-146 Davis

BILLS & ACCOUNTS

REPORTS & MINUTES

Recreation Commission Minutes 11-12-2019

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: January 13, 2020

ADJOURNMENT

RESOLUTION

Item Number: #1
Date: December 16, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the minutes of the meeting held under the date of December 9, 2019, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, December 9, 2019, 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 Robert Alderman, Christopher Calvin, Leonard Sabuda, and Donald Schultz

ABSENT: Councilperson Robert DeSana, Megan Maiani

Also, Present: Theodore Galeski, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Greg Mayhew, City Engineer; and Lawrence Stec, City Clerk

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2019-461 MINUTES

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the minutes of the meeting held under the date of November 18, 2019, be approved as recorded, without objection.

Motion unanimously carried.

2019-462 MLCC LICENSE REQUEST – 132 SYCAMORE

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS Fourth Space LLC has applied for a Transfer Ownership 2019 Class C licensed business with Sunday Sales Permit (PM) and Outdoor Service Area from The JRB Group L.L.C.; request new SDM license and Sunday Sales Permit (AM) at 132 Sycamore with the Michigan Liquor Control Commission.

BE IT RESOLVED that Council has taken into consideration the opinions of local residents and appropriate department heads and supports the issuance of the requested license to the applicant; AND BE IT FURTHER RESOLVED that, under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee; AND

BE IT FURTHER RESOLVED that the licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcohol.

Motion unanimously carried.

2019-463 MLCC LICENSE REQUEST – 162-166 MAPLE

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS Coachron Investments, LLC has applied for a Transfer Ownership 2019 Class C & Brewpub license business with Sunday Sales Permit (PM), Dance-Entertainment Permit and Outdoor Service Area from T & B Brew Pub Inc and request new SDM license and Sunday Sales Permit (AM) at 162-166 Maple St. with the Michigan Liquor Control Commission.

BE IT RESOLVED that Council has taken into consideration the opinions of local residents and appropriate department heads and supports the issuance of the requested license to the applicant, pending a Certificate of Occupancy and Commercial Inspection are scheduled, completed, and obtained prior to using this license for the sale of alcohol; AND

BE IT FURTHER RESOLVED that the applicant must also submit a completed Dance and Entertainment Permit Agreement, per the Department of Legal Affairs; AND

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

Motion unanimously carried.

NEW BUSINESS

2019-464 APPOINTMENT OF CITY PROSECUTOR

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson to retain the prosecutorial services of Kurt Kobiljak of Pentiuk, Couvreur & Kobiljak, for a two-year period commencing January 1, 2020 through December 31, 2022. The terms of the agreement will be an all-inclusive fixed fee of \$2,500 per month, plus incidental expenditures. Funds to come from Account Number 101 136 825 331.

AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the agreement from Kurt Kobiljak of Pentiuk, Couvreur & Kobiljak.

Motion unanimously carried.

2019-465 MEMORANDUM OF AGREEMENTS – COAM/POAM/IAFF

By Councilperson Sabuda, supported by Councilperson Alderman

Resolved that the City Council has received and placed on file the communication from the City Administrator relative to changes in retirement benefits for police and fire employees and

Further, concurs in the recommendation to approve the Memorandum of Agreements with the POAM, COAM, and IAFF relative to the terms and conditions for allowing a choice for retirement benefits for future hires and employees hired after February 1, 1999 (for POAM and COAM employees), and October 1, 2000 (for IAFF employees) and

Further, authorizes the Mayor and City Clerk to sign the Memorandum of Agreements as presented

Motion unanimously carried.

2019-466 MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM - 2020

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the 27th District Court Judge recommending approval of the Mental Health Court Planning Grant at the 27th District Court, as well as the Michigan Supreme Court State Court Administrative Office Michigan Mental Health Court Grant Program--Planning Grant Fiscal Year 2020 Contract and

CONCURS with the recommendation of the 27th District Court Chief Judge to accept the Michigan Supreme Court State Court Administrative Office Mental Health Court Grant Program---Planning Grant Fiscal Year 2020 Contract and

FURTHER, RESOLVED BY THE CITY COUNCIL, that the Council approves the Michigan Supreme Court State Court Administrative Office Michigan Mental Health Court Grant Program--Planning Grant Fiscal Year 2020 Contract for the 27th District Court.

Motion unanimously carried.

2019-467 PRECINCTS 3, 4, 6 POLLING LOCATION CHANGES

By Councilperson Sabuda, supported by Councilperson Alderman

WHEREAS, the City Clerk's office is recommending that the polling location of Precincts 3, 4, and 6 be

permanently moved to accommodate more efficient election day management and assistance to election workers, as well as provide conveniently located, well-equipped polling locations in an effort to increase voter turnout.

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

BE IT RESOLVED that the Council concurs with the request from the City Clerk to establish a permanent polling location for Precinct 6 at the FOP (811 Oak St.), and for Precincts 3 and 4 at the Copeland Center (2306 4th).

Motion unanimously carried.

2019-468 RHS DECA DOWNTOWN HOLIDAY POP-UP SHOP

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED that Council approves the request of the DDA Director and approves the use of 3058 First Street, Wyandotte for the 2019 Roosevelt High School Holiday Pop-Up Shop; AND

BE IT FURTHER RESOLVED that Mayor and Clerk shall execute the Grant of License Agreement.

Motion unanimously carried.

2019-469 WYANDOTTE BICYCLE PEDESTRIAN DESIGN & PLANNING CONTRACT

By Councilperson Sabuda, supported by Councilperson Alderman

Resolved by City Council to approve the request of the DDA Director; AND

BE IT FURTHER RESOLVED that Mayor and Council hereby APPROVE the budget implications, APPROVE the contract and AUTHORIZE Mayor and City Clerk to sign and execute the contract.

Motion unanimously carried.

2019-470 SALE OF FORMER 2111 5TH ST.

By Councilperson Sabuda, supported by Councilperson Alderman

Council concurs with the recommendation of the City Engineer regarding the sale of a portion of the former 2111 5th Street, Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Keith Priskorn, 2103 5th Street, to acquire 23 feet of the former 2111 5th Street from for the amount of \$1,150.00; AND

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

Motion unanimously carried.

2019-471 RETRACTABLE AWNING INSTALLATION – 116 OAK ST.

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED That Council concurs with the recommendation of the City Engineer regarding the request of Dotte Pub, 116 Oak Street to install a retractable awning over their outdoor cafe area; AND

BE IT FURTHER RESOLVED that the Mayor and City Council be authorized to execute the Grant of License as presented to the Council on December 9, 2019.

Motion unanimously carried.

REZONING REQUEST FOR GOODELL & 2ND ST. PROPERTIES PULLED FROM AGENDA

2019-472 REZONING REQUEST – FORMER 124-146 DAVIS

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission regarding the rezoning of the property known as former 124-146 Davis, Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council concurs with the recommendation of the Planning Commission and hereby approves the rezoning of property known as former 124-146 Davis, Wyandotte, Michigan also known as Lots 21-24, also the South 110 feet of the North 406.05 feet of Lot A, also the vacated alley adjacent thereof, Biddle Subdivision, as recorded in Liber 17 Page 39 of Plats, Wayne County Records, also East 5.00 feet of fractional Section 20, Town 3 South, Range 11 East, lying

between North and South lines of said Lot 24 extended Westerly of said Biddle Subdivision, also Easterly part of Lot 1 measuring 1.87 feet on South lot line and 1.97 feet on North lot line thereof, Woodruff's Subdivision, Town 3 South, Range 11 East, as recorded in Liber 25, Page 67 of Plats, Wayne County Records, to Multiple Family Residential District (RM-2) .

NOW THEREFORE BE IT RESOLVED that this request be referred to the Department of Legal Affairs to prepare the proper Ordinance.

Motion unanimously carried.

SPECIAL ASSESSMENT DISTRICT (SAD) #944A PULLED FROM AGENDA

2019-473 SAW GRANT ASSET MANAGEMENT PLAN

By Councilperson Sabuda, supported by Councilperson Alderman

Resolved that the City Council concurs with the recommendation of the City Engineer and accepts the proposal from Hubbell, Roth and Clark, Inc. to provide the engineering services as requested in File #4771 - Asset Management Plan for Wastewater and Stormwater System in the amount not to exceed \$419,860.00.

Motion unanimously carried.

2019-474 SPECIAL EVENT APPLICATION – RHS CHOIR CAROLING

By Councilperson Sabuda, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city property for holiday caroling on December 13th and 20th 2019.

- Permission to utilize city property on December 13th and 20th, 2019
- Collection of donations

This event has been reviewed and approved by the Superintendent of Recreation, Superintendent of Public Service, Police Chief and Fire Chief. It is recommended that there is a hold harmless agreement (provided by the Legal Department) signed and that the group follow all City of Wyandotte ordinances.

Motion unanimously carried.

2019-475 BILLS & ACCOUNTS

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$2,478,815.27 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

WMS Commission 11/13/19

Beautification Commission 11/13/19

Cultural and Historical Commission 10/10/2019

Retirement Commission Meeting 11/15/19

Planning Commission 10/17/19

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

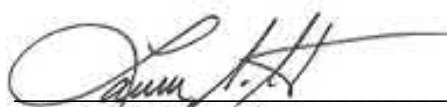
ADJOURNMENT

2019-476 ADJOURNMENT

By Councilperson Sabuda, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$2,115,299.20 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 2

ITEM: Special Event Application – Walk MS Wyandotte

PRESENTER: Heather A. Thiede, Special Events Coordinator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached please find the Special Event Application from the National Multiple Sclerosis Michigan Chapter for their Walk MS Wyandotte to be held Saturday, May 2nd 2020. The route of this walk is approximately 3 miles throughout the city, with a stop at Bishop Park for a break area, and finish at the Yack Arena. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved with the recommendation that the organization signs a hold harmless agreement as well as add the City of Wyandotte as additional insured. (Please see the attached application)

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City sidewalks, the use of the Yack Arena and parking lots or their event on May 2nd 2020.

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. It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of City sidewalks, the use of the Yack Arena and parking lots for their event on May 4th 2019.

LIST OF ATTACHMENTS:

1. Special Event Application – Walk MS
2. 2019 Route Map Wyandotte DRAFT

RESOLUTION

Item Number: #2
Date: December 16, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks, Bishop Park, the use of the Yack Arena and parking lots for the Walk MS event on May 2nd, 2020, with the recommendation the organization signs a hold harmless agreement, as well as add the City of Wyandotte as additional insured.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Application for Special Event

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

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

Date of proposed event: May 2, 2020 Times: 6AM Setup, event 9-2
Name of Applicant: Kelly Sakorafos Name of Business or Organization: National MS Society
Type of legal entity of your business/organization: 501C3

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

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

Address: 29777 Suite 1651, Southfield Email: Kelly.Sakorafos@nmss.org Cell Phone: 586-214-3944

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

Site of proposed event: JACK Arena

Estimated maximum number of persons expected at the event for each day: 500-600

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

Do you need water hook up for this event? NO Where? _____ Used for: _____

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

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

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

☐ Department of Public Service needs: fencing, road closures

☐ Electrical Hook Up ☐ Water Hook Up

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

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

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

Total items check: _____

No city services required: \$50 application fee

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

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

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

Date filing this application: 12/3/2019 If submitting this application past the listed deadlines please include a late fee of \$50 with application fee.



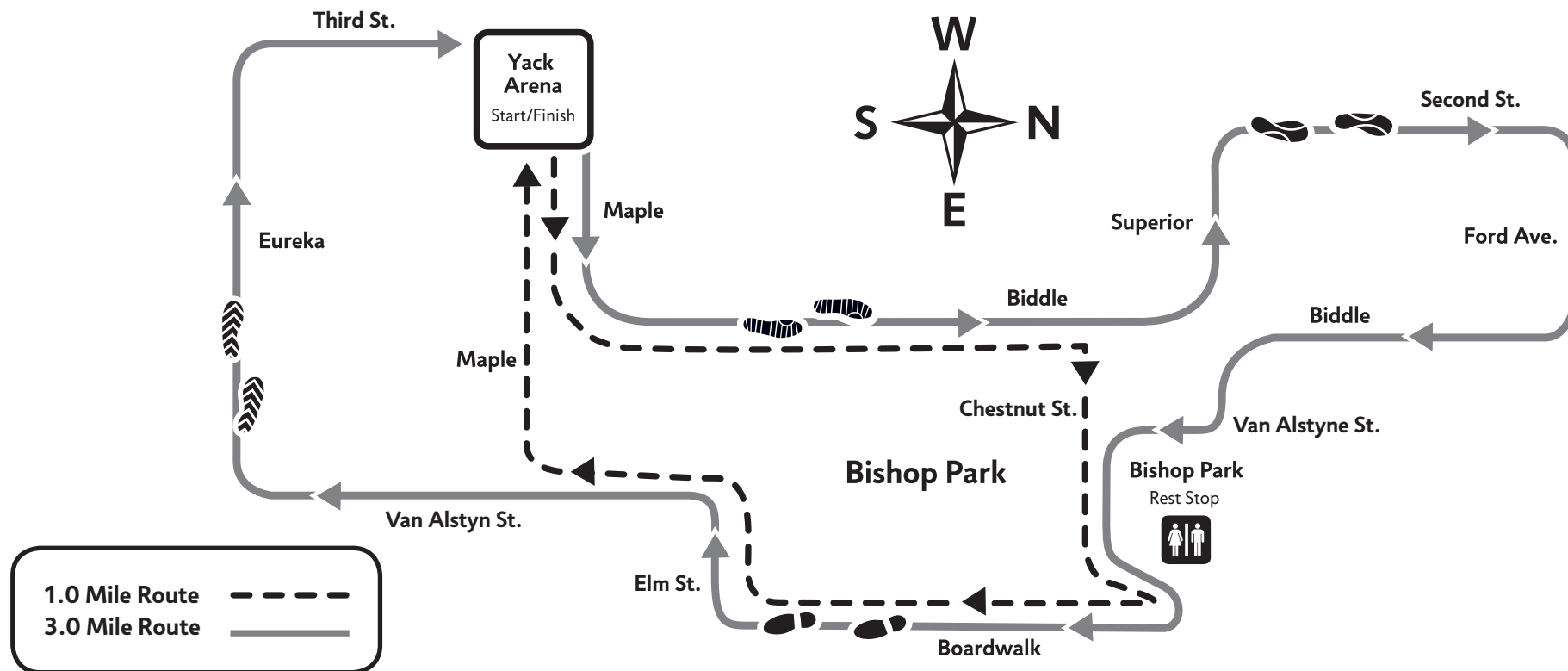
Wyandotte Walk MS

1.0 Mile & 3.0 Mile Route

For Emergency Assistance Dial 911

For Other Assistance Call -

Sarah Borst: 269-760-7095



National Premier Sponsor:



National Sponsors:



Local Event Sponsors:





Local Event Sponsors:



Wyandotte Walk MS

1.0 Mile & 3.0 Mile Route

Start north out of Yack Arena parking lot

- Right on Maple to Biddle
- Left on Biddle at clock tower to Superior
- Left on Superior to Second St.
- Right on Second St. to Northline Rd. (Ford Ave.)
- Right on Northline Rd. to Biddle
- Cross Northline Rd. to north side of street before crossing Biddle
- Cross Biddle and continue to Superior
- Left on Superior to Van Alstyne St.
- Cross Van Alstyn and continue to Bishop Park entrance

Rest Stop – Bishop Park

- Continue in Bishop Park to Boardwalk
 - Right on Boardwalk
- (DO NOT GO ON THE FISHING PIER)**
- Continue on Boardwalk to the end
 - Cross Van Alstyne St.
 - Left to Cross Maple
 - Continue on Van Alstyn St. to Eureka

- Continue on Eureka to Third St.
- Cross Biddle
- Right on Third St. to Finish

Finish - Yack Arena

1.0 Mile Route

- Start north out of Yack Parking lot
- Right on Maple to Biddle Ave
- Left on Biddle Ave to Chestnut St.
- Cross Biddle Ave at Chestnut St.
- Continue on Chestnut to Bishop Park
- Continue in Bishop Park to Boardwalk
- Right on Boardwalk

(DO NOT GO ON THE FISHING PIER)

- Continue on Boardwalk to the end
- Cross Van Alstyne St and continue to Maple St
- Cross Maple St, turn right on Maple St and continue to Biddle Ave
- Cross Biddle Ave and continue on Maple back to Yack Arena

****Note: Map Is Not To Scale. Please Follow Markings Through Route.***

RESOLUTION

Item Number: #3
Date: December 16, 2019

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that the communication from Patrick & Lynn Kearney of 3179 Van Alstyne, is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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

December 9, 2019

Dear Mayor Peterson and Council members,

We are writing with regards to the property known as 3213 VanAlstyne and their request for a variance for a proposed conversion of a single family home to a 3 unit dwelling as well as the conversion of the garage/storage rear building into a single family dwelling. 3213 VanAlstyne has always been a single-family dwelling and was recently purchased as a single-family dwelling; not as a 3 unit plus one.

We would like to request a legal opinion on whether the applicant, Mr. John Evans, meets the criteria for a variance.

1. From our understanding the VanAlstyne Neighborhood zoning has been changed to M3 which, if I were to understand it correctly, now does not allow single family dwellings. Naturally the current single family homes would probably be grandfathered in but we would like the legal opinion whether a current garage/storage building which is not, nor ever has been livable, be converted to a single family residence.
2. The address is located on a 37.5' lot with no side lot footage for a driveway. If the conversions are allowed, according to the current ordinance he would be required to provide seven (7) off street parking spots; currently there is no off street parking available.

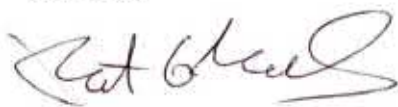
Mr. Evans lists his current address as 3213 VanAlstyne but the house has been vacant for almost 5 years and continues to be so with no one residing in the building.

We do understand that the new zoning of M3 is to aim to upscale the neighborhood and downtown area but historically conversions will devalue a neighborhood.

We look forward to hearing from you with regards to the above matter.

Thank you,

Sincerely,



Patrick & Lynn Kearney
3179 VanAlstyne
Wyandotte, MI 48192



EXHIBIT 1

LAND USE INFORMATION FOR WATERFRONT PROPERTIES IN THE AREA OF 3213 VAN ALSTYNE: WYANDOTTE ZONING BOARD OF APPEAL #3314														
Summary Comparison of Properties	Overall Number of Houses/Buildings	Number of Houses/Buildings North (N) or South (S) of Applicant	Address ¹	Owner Occupied (O) or Renter Occupied (R) ²	Number of Residential Housing Units ²	Number of Off-Street Parking Spaces ²	Lot Width/ Frontage on Street (Feet) ¹	Average Lot Depth (Feet) ¹	Total Lot Area (Square Feet) ¹	Total Lot Area (Acres) ¹	Zoning ³	Principal Building Area (Square Feet) ¹	Garage/ Boat House Area (Square Feet) ¹	Year Built ¹
PROPERTIES SIMILAR TO APPLICANT'S PROPERTY	1	8 - N	3115 Van Alstyne	O	1	2+	37.5	148	5,550	0.127	RM-3	3,352	150	1923
PROPERTIES SMALLER THAN APPLICANT'S PROPERTY	2	7 - N	3127 Van Alstyne	O	1	2+	25	148	3,700	0.085	RM-3	1,010	0	1954
PROPERTIES SMALLER THAN APPLICANT'S PROPERTY	3	6 - N	3133 Van Alstyne	O	1	1	25	148	3,700	0.085	RM-3	1,711	0	1870
PROPERTIES SIMILAR TO APPLICANT'S PROPERTY	4	5 - N	3137 Van Alstyne	O	1	2	37.5	148	5,550	0.127	RM-3	1,922	0	1915
PROPERTIES SIMILAR TO APPLICANT'S PROPERTY	5	4 - N	3147 Van Alstyne	O	1	2	50	148	7,400	0.170	RM-3	3,433	280	1910
PROPERTIES SIMILAR TO APPLICANT'S PROPERTY	6	3 - N	3157 Van Alstyne	O	1	1	37.5	152	5,700	0.131	RM-3	2,083	0	1918
PROPERTIES LARGER THAN APPLICANT'S PROPERTY	8	2 - N	3165 Van Alstyne	R	4	5	50	152	7,600	0.174	RM-3	3,178	0	1907
PROPERTIES LARGER THAN APPLICANT'S PROPERTY	7	1 - N	3175 Van Alstyne	O	5	7	112.5	152	17,100	0.393	RM-3	3,303	575	1905
APPLICANT'S PROPERTY	9	0	3213 Van Alstyne - Existing Use	?	1	1	37.5	152	5,700	0.131	RM-3	2,361	504	1904
PROPERTIES SIMILAR TO APPLICANT'S PROPERTY	10	1 - S	3219 Van Alstyne	O	1	1	37.5	152	5,700	0.131	RM-3	2,726	0	1906
PROPERTIES SIMILAR TO APPLICANT'S PROPERTY	11	2 - S	3227 Van Alstyne	O	1	2+	37.5	152	5,700	0.131	RM-3	2,590	833	1906
PROPERTIES SMALLER THAN APPLICANT'S PROPERTY	12	3 - S	3231 Van Alstyne	R	1	2	25	155	3,875	0.089	RM-3	1,472	0	1916

Notes:

1. Source: City of Wyandotte Assessing Records
2. Source: City records and visual inspection
3. Source: City of Wyandotte Zoning Map on City's Web site (as of December 3, 2019)

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 4

ITEM: 27th District Court Joint Management Agreement - Revised

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: In 2002, the 27th District Court Joint Management Agreement was approved to govern the operations of the consolidated 27th District Court which began operations in January of 2003. The Agreement was amended three (3) times - in 2003, 2005, and 2007.

At this time, it appears prudent to adopt a revised Joint Management Agreement which includes the following changes:

1. Incorporating the first (3) amendments to the Agreement.
2. Eliminating all references to the provisions afforded to the former 27-2 (Riverview) employees who no longer work at the 27th District Court.
3. Eliminating references to the startup provisions that were effective prior to the consolidation and for the time period of 1/1/03 through 9/30/03.
4. Accurately reflect the operating practices of the Board relative to agreed-upon audit/review services.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life. To comply with and enforce all the requirements of our laws and regulations.

ACTION REQUESTED: Concur with the recommendation of the City Administrator to approve the Revised Joint Management Agreement between the City of Wyandotte and the City of Riverview for the operation of the consolidated 27th District Court.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: City Administrator will coordinate the signing of the Revised Joint Management Agreement for the 27th District Court with the City of Riverview and disseminate to the 27th District Court Judge upon completion.

LIST OF ATTACHMENTS:

1. REVISED 27th District Court-JMA 12.19
2. CURRENT 27th District Court -- Joint Mgmt Agreement -- FINAL

RESOLUTION

Item Number: #4
Date: December 16, 2019

RESOLUTION by Councilperson _____

Concur with the recommendation of the City Administrator to approve the Revised Joint Management Agreement between the City of Wyandotte and the City of Riverview for the operation of the consolidated 27th District Court.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

TWENTY-SEVENTH DISTRICT COURT JOINT MANAGEMENT AGREEMENT

This Joint Management Agreement is adopted, signed and acknowledged by the Municipalities for the purpose of forming a combined 27th District Court operation for the Municipalities of Riverview and Wyandotte.

Article I -- Members

Membership

The initial membership of the 27th District Court consists of the following Michigan Municipal Corporations: the City of Riverview, and the City of Wyandotte,

Any Municipality may become a member of the Twenty-Seventh District. The requesting Municipality must obtain concurrence of from the State of Michigan, the District Court Joint Management Board of Directors (DCJM-BOD), and the member municipalities. Also, this agreement must be amended by legislative resolution of all the existing municipalities that comprise the membership of the DCJM-BOD. The joining Municipality must also approve the proposed amendment to join the 27th District Court.

Withdrawal from Membership

No Municipality may withdraw from the Joint Management Agreement or terminate its obligations there under without an approval of all member legislative bodies and the State of Michigan. In the event that any Municipality be located in a separate district due to reorganization of district court districts under state law, such Municipality shall be deemed withdrawn from the Authority.

Article II -- Board of Directors

Composition of Board

The 27th District Court shall be governed by a Board of Directors equal to one from each member Municipality and the Chief Judge of the 27th District. The term of each Municipal representative shall be indefinite until the Municipality appoints a new Director through legislative resolution. The elected position of Chief Judge shall be an *ex officio*, and shall have a vote on Board matters. However, the individual elected as the Chief District Court Judge shall remain in the position as long as that individual has been elected and is holding Office.

The Chief Judge shall be the Chairman of the Board of Directors and be responsible for the operation of the District Court, meeting agenda, minutes of the

meetings, ~~development of an operating budget for the 27th District Court,~~ and obtainment of the independent audit or agreed-upon alternative procedure of all District Court operations.

Meetings

The Board shall meet a minimum of once per year ~~every six months beginning with January of 2003. The Board shall also have one additional meeting~~ no later than 60 ~~120~~ days after the issuance of the report on the results of the agreed upon procedures or financial statements. ~~fiscal year end.~~ Said meeting will be used exclusively to discuss the fiscal year end of the District Court Operation and review all audited financial statements of the District Court. ~~Additional meetings of the Board can be called by the Board, if necessary.~~

Quorum

Two-thirds membership of the Board present at the meeting thereof shall constitute a quorum. At any meeting of the board, a simple majority of the Board shall be necessary in order to make a binding decision of the DCJM-BOD unless otherwise specified herein. The Chief Judge is responsible for posting the meetings at a minimum of all Member City Halls and and the District Court facility and provide a copy of said notice to all Board Members, at least 72 hours in advance of the meeting.

Compensation of Directors

Directors shall receive no payment for services from the 27th District Court or the Municipalities. However, Board members shall be reimbursed for normal expenses incurred on behalf of the 27th District Court if there is a budgeted appropriation for member reimbursements for incidental expenditures/mileage.

Article III -- Operation of Court

Fiscal Year

The initial fiscal year of the 27th District Court under this agreement shall operate from January 1, 2003 through September 30, 2003. Every year thereafter, the 27th District Court shall operate from October 1 through September 30.

Appropriation

~~The Chief Judge shall be responsible for developing an operating budget no later than March 15th each year to be approved by the 27th District Court Board of Directors. Said operating budget shall then be presented to the member Municipalities no later than~~

~~April 15th of each year for their consideration. Approval of the operating budget shall be required by all member Municipalities prior to fiscal year operation on October 1st.~~

Distribution of Costs of Operation and Revenues of Operation

Effective January 1, 2003, irrespective of what Municipal law enforcement agency issued a ticket violation and where that violation is issued, all revenues shall be directed to the City of Wyandotte General Fund as directed by State law. The funding of the operation, maintenance, debt, construction, liability and deficit elimination costs of the District Court and the City of Wyandotte general fund, shall also be borne exclusively by the City of Wyandotte.

Annual Appropriation to City of Riverview

In exchange for all the revenues being directed to the City of Wyandotte, the City of Wyandotte shall make an annual appropriation to the City of Riverview from the Wyandotte General Fund. Said payment is based upon the audited gross revenue statement of the member municipalities as defined in the annual audit section of this agreement. Riverview's total gross revenues would be applied to **Appendix A** of this Joint Management Agreement to determine the payment to Riverview. ~~For the period From January 1, 2003, through September 30, 2003, refer to Appendix C of this Joint Management Agreement.~~

There will be a payment on 6/30/XX each year from the City of Wyandotte to the City of Riverview. ~~This payment will equal \$53,625 on 6/30/03, \$71,500 on 6/30/04 through 6/30/07., and an amount equal to \$71,500 adjusted by a cost of living percent rate as determined by the County Assessor in calculating taxable values in the preceding December thereafter.~~ This payment will be calculated by applying the actual results for the first eight (8) months of the fiscal year along with an estimated amount for the final four (4) months of the fiscal year. The estimated amount will be based on historical performance or other methods deemed appropriate by the member municipalities. In the event an amount cannot be agreed upon, Wyandotte shall make a payment of \$71,500 to Riverview on June 30th of each year.

Estimated Payments to City of Riverview through June 30, 2007

~~There shall be a second and final payment for the balance owed to the City of Riverview or back to the City of Wyandotte within 30 days after the annual audit of the City of Wyandotte but no later than 3/1/XX. This second payment will adjust the total amount distributed to the City of Riverview or back to the City of Wyandotte to the level specified on Appendix A of this agreement based on the gross revenues recorded for the City of Riverview. For the period beginning on January 1, 2003, through September 30, 2003, Appendix C will be used to calculate the second payment amount.~~

~~Each October 1st after 9/30/07, the Riverview payment column only of **Appendix A** shall be increased by a cost of living percent rate as determined by the County Assessor in calculating taxable values in the preceding December. Said COLA rate will be applied to the preceding year of the Riverview payment column amounts. This payment shall be made annually as long as the Joint Management Agreement is in operation.~~

Failure to make final payment to the City of Riverview or back to the City of Wyandotte on or before 3/1/XX after the end of the fiscal year ending 9/30/XX shall result in a 1.5% per month interest charge and reimbursement of all City of Riverview/City of Wyandotte legal fees (if necessary) until payment is received by the Municipality due payment.

Annual Audit

The District Court shall be audited in accordance with PA 2 of 1968 **or** utilizing alternative procedures mutually agreed upon by all member municipalities and a copy of the independent audit shall be forwarded to all member Municipalities and the State of Michigan as required by State law. The City of Wyandotte must annually forward a copy of their independent audit of the operating fund (presumably the General Fund) that accounts for District Court revenues and expenses to the City of Riverview.

Separate Audited Revenue Schedule

There shall also be a separate audited revenue schedule that presents the actual gross revenues earned by the 27th District Court. The schedule of gross revenues shall breakdown those tickets and associated gross court fee revenues from Riverview and other member municipalities. From this schedule, the gross revenues earned by Riverview is applied to the **Appendix A** table and the amount due Riverview (or owed back to Wyandotte) is calculated. Payment timetables are listed above.

Riverview revenues are defined as all ticket revenues generated within the legal boundaries of the City of Riverview including weigh-master, parking and traffic; civil infraction, criminal and other ticket generated revenues except for funds derived from the application of the technology assessment ordinance. Further, Riverview revenues include the normal court costs assessed by the District Court that are normally associated with the tickets written in the City of Riverview.

Also included in Riverview gross revenues are all associated probationary fees or caseload fees generated from Riverview tickets/citations. Further, any other charge known and unknown at this time that is associated to a ticket generated in the City of Riverview by the Riverview Police Department or other police department working

jointly with the City of Riverview Police Department shall also be included in Riverview gross revenues except for those specifically excluded above.-

Any other special law enforcement revenues, including DRANO, earned by the Municipalities shall not be governed by this agreement. Those other special law enforcement revenues and the technology fee assessment excluded above ~~and~~ will be kept by the Municipality who earned said monies.

Management of Court Employees

The City of Wyandotte shall fund the local court employees. The management functions related to the locally funded court employees and other operating costs of the 27th District Court shall be as set forth in Michigan Supreme Court Administrative Order 1998-5 as modified by amendments thereto.

~~The City of Wyandotte also agrees to absorb the three full time employees currently in the employ at the City of Riverview at the signing of this agreement or no later than 1-1-03, whichever is later. Wyandotte agrees to maintain each current full time employee at their current pay scale and fringe benefit scale as outlined in **Appendix B** of this agreement when the employee is absorbed. Said funding for these employees will become the exclusive responsibility of the City of Wyandotte.~~

~~As with any court employee, Wyandotte shall have no obligation to utilize these employees under the following circumstances:~~

- ~~1. The employees are terminated due to negligence on the part of the employee.~~
- ~~2. If the employee retires or quits.~~
- ~~3. If the Twenty-Seventh District Court or the City of Wyandotte General Fund is in a deficit position and said employees are laid off in order for the District Court or City of Wyandotte to operate under Public Act 2 of 1968.~~

Wyandotte--Exclusive Ownership of Court Facilities

The City of Wyandotte shall own the District Court facilities including land and building in the City of Wyandotte. The City of Riverview will not be responsible for any operation rent, debt, lease or any long-term debt/payment obligations of the 27th District Court or the City of Wyandotte or any of their component units. There will be no District Court or Traffic bureau operations whatsoever within the legal boundary of the City of Riverview unless the legislative bodies of all member Municipalities approve of said facility.

The City of Riverview will not have any right to obligate the City of Wyandotte or the District Court or their component units in any manner with the exception of their

annual payment to the City of Riverview from the General Fund of the City of Wyandotte ~~and as outlined above with the three current full-time Riverview District Court employees (See Appendix B).~~ The City of Wyandotte will not have any right to obligate the City of Riverview in any manner in relationship to the City/Court operation or Court building improvements, equipment improvements or construction/demolition costs.

~~The City of Riverview will also direct the State of Michigan to grant control of the one-time State appropriation of approximately \$240,000.00 from the City of Riverview to the City of Wyandotte effective on the date both Municipalities have executed this agreement. Said funds shall be utilized exclusively by the City of Wyandotte to facilitate the assumption of the Riverview court operations.~~

Hours and Docketing Schedule

The Chief Judge of the District Court shall hold Court proceedings in a manner that will minimize overtime costs of all member Municipalities. Court hours may include afternoon sessions, legal holiday sessions, weekend sessions and night court sessions if necessary. In all instances where applicable, the Chief Judge shall utilize telephonic or electronic arraignments. The Chief Judge will also work with all member Police Chiefs to ensure that Police personnel time is minimized for testimonial purposes in Court. The Court shall make every effort to conform its docket to achieving the forgoing objectives where reasonable~~y~~ practicable to do so.

Limited Transfer of Property

As part of this agreement, the desktop computers of the three full time employees, AS-400, Court Software and one printer shall be transferred directly to the City of Wyandotte when the three employees transfer to the City of Wyandotte. The operating software of the employees shall remain with the City of Riverview. It is the City of Wyandotte's responsibility to install said equipment at their cost.

Article IV -- Insurance

The City of Wyandotte agrees to hold harmless the City of Riverview in all matters, claims and causes of action including, but not all encompassing, General Liability, Tort and Contract Claims, Labor, Workers Compensation Claims, Unemployment Compensation Claims, state and federal statutory claims whether or not pertaining to discrimination, wage and hour or employment, and any other legal obligation arising under or incident to this Joint Management Agreement or which the District Court operation may generate. The City of Wyandotte shall add to their General Liability and Workers Compensation insurance policies the City of Riverview as the City of Riverview relates to the operation of the District Court and this agreement.

Documentation shall be forwarded annually to the City of Riverview regarding this insurance coverage.

Article V

~~A. — Employees B Pension: D. Thiverge, M. Galloway and P. Moore Only~~

~~The City of Riverview will allow these three full-time employees to vest in the defined benefit pension system of the City of Riverview for up to the number of years and months of credited service the employee has earned with the City of Riverview ending 12/31/02. The employee will be able to utilize their City of Wyandotte employment time only in conjunction with their City of Riverview employment time to meet vesting retirement eligibility criteria established in the Riverview Employees Pension System only.~~

~~Once the criteria of employee type, vesting and time earned meets City of Riverview criteria for retirement, the City of Riverview shall calculate the affected employees pension based on the actual time earned and wages earned at the City of Riverview only. The City of Riverview formula and percent rates that will be utilized for pension calculation purposes shall also be the same Riverview formula that is in effect on 12/31/02 for Administrators and Technical Professionals and no other bargaining unit. This calculation will be given to each employee prior to starting with the City of Wyandotte.~~

~~The employees still maintain the right to withdraw their pension contributions at anytime from the City of Riverview Employees retirement system. If this is done, the employee will immediately cease to be a member of the City of Riverview Retirement System in accordance with Retirement System Ordinance and shall not be entitled to any retirement benefits.~~

~~B. — Employees B Pension Health: Riverview D. Thiverge, M. Galloway and P. Moore Only~~

~~The employees, as retirees, shall be allowed only health care, drug rider and vision coverage and no other if they have ten or more years of service with the City of Riverview when they retire. The employees, as retirees, must enroll in the medicare complimentary health coverage when eligible.~~

~~If the employee does not have ten years of credited service, then the health insurance costs including drug and vision benefit as stated above, shall be pro-rated. The City of Riverview shall pay for the percent that the employee worked up to the ten years. It is the employees' responsibility to pay for the balance. (Example: Work three of ten~~

years ~~B City of Riverview pays 30% of eligible health care.)~~ The medicare portion of costs, when eligible, is also pro-rated as stated above.

No duplicate/coordinated health care, prescription or vision coverage is allowed with the City of Riverview or Wyandotte or in any other manner with another employer. The three employees shall have the right to obtain a payment in lieu of health care, drug and vision if the City of Riverview still offering said benefit at the time of retirement.

C. — Employees B Pension B Life Insurance: Riverview D. Thiverge, M. Galloway and P. Moore Only

If the employee, as a retiree, does not receive a Life Insurance package from the City of Wyandotte as a retiree, the employee shall be entitled to a \$5,000.00 Life package with A-D and D from the City of Riverview. This benefit will only be given if the employee has a minimum of ten years of service with the City of Riverview prior to 1-1-03.

Article VI

A. — Employees B Wyandotte: Wages D. Thiverge, M. Galloway and P. Moore Only

Starting wages effective 1/1/03 for the three employees transferring to Wyandotte will be as outlined on **Appendix B** of this agreement. Effective 1/1/03, wages and fringe benefits will be the responsibility of the City of Wyandotte unless altered below. Future increases, if any, will also be the responsibility of the City of Wyandotte unless altered below.

If an employee is receiving a defined contribution payment (401a) from the City of Riverview on 12/30/02, then said employee would have that amount documented on **Appendix B** merged with their annual payroll amount. Those two sums added together shall be the employees' new annual payroll amount and the defined contribution payment the City of Riverview is making shall cease effective 12/30/02. The City of Wyandotte is not required to make a Riverview 401A contribution on behalf of the employee.

Defined Contributions the City of Riverview made on behalf of an employee shall remain with the employee after 12/31/02.

B. — Employees B Wyandotte: Longevity D. Thiverge, M. Galloway Paula Moore

The Longevity payments will continue to the employees as outlined on **Appendix B** and grow if applicable under the rules of the City of Wyandotte, with those years of service earned with Wyandotte.

C. — Employees B Wyandotte: Health Care D. Thiverge, M. Galloway Paula Moore

Effective 1/1/03 Paula Moore will be placed on the applicable health care coverage, prescription coverage, dental coverage and vision coverage of the City of Wyandotte for her and her family if eligible and can no longer be covered by the City of Riverview as an active employee.

Both Marilyn Galloway and Denise Thiverge shall remain on the payment in lieu program with the City of Wyandotte and receive the City of Wyandotte payment in lieu program stipend. If either Marilyn or Denise accept the entire Wyandotte Health care coverage as an active employee, the City of Wyandotte shall place the employees onto their entire health care program. However, the City of Wyandotte has the right to reduce the annual payment being made under this agreement to the City of Riverview for the actual premium care cost incurred for both employees from the prior fiscal year.

No duplicate/coordination of any health, drug optical or dental benefit is allowed between the City of Wyandotte and the City of Riverview or any other employer the employee and their spouse may be associated with. Proof of non-double coverage may be requested. The employee may have to pay back the monthly payment of benefits to the applicable City if health care coordination or duplication is determined.

D. — Employees B Wyandotte: Other Benefits — D. Thiverge, M. Galloway Paula Moore

The three referenced employees shall be entitled to any and all other fringe benefits the City of Wyandotte gives to their District Court employees that are not referenced here including but not limited to Life Insurance and Long Term Disability Insurance.

E. — Employees B Wyandotte: Pension Pay — D. Thiverge, M. Galloway and P. Moore Only

Effective 1/1/03, the three above referenced employees will have all the same rights and benefits and be subject to the same rules and contribution requirements of a City of Wyandotte employee at the District Court. All three employees shall be included in the City of Wyandotte defined contribution retirement program. The employee will be subject to all requirements of the plan and be responsible for all required employee contributions to this program.

~~The employee will be able to utilize their City of Riverview employment time only in conjunction with their City of Wyandotte employment time to meet vesting requirements only.~~

F. — Employees B Pension Benefits Wyandotte -- D. Thiverge, M. Galloway and P. Moore Only

~~The three above referenced employees shall also be entitled to any City of Wyandotte retirement benefit if the employees qualify as a retiree and for the benefits given. Under no circumstances will duplicate/coordinated health care coverage be granted to any of the three employees when they retire.~~

Article V --H Prisoner Housing

Each Municipality shall be responsible for their own prisoner housing. Riverview shall maintain Riverview prisoners. Wyandotte shall maintain Wyandotte prisoners. There shall be no charge for Riverview prisoners to be held in Wyandotte if the prisoner is required to appear before the Court. ~~If the prisoner is held for more than a eight hour period, then Wyandotte shall have the right to bill Riverview for direct costs of that prisoner after the eighth hour.~~ The City of Riverview will make an annual payment, as reasonably determined by the Board, to the City of Wyandotte for prisoner housing costs. This annual payment will compensate the City of Wyandotte for costs associated with prisoners who are held beyond eight (8) hours. Outside transportation costs, if any, will be directly billed to the City of Riverview.

Article VIH -- Modifications to Agreement

Nothing in this agreement or Article, shall authorize the modification of Article III, subsection titled **Management of Court Employees**; Article III, subsection titled **Wyandotte; Exclusive Ownership of Court Facilities**; ~~or any of Article IV Insurance; any of Article V or any of Article VI.~~

Subject to the forgoing limitation, this agreement may be subject to modification by negotiation. Said negotiations may only be commenced in the month of October, 2012. If negotiations are not so commenced, the agreement shall not be open to negotiations. The payment schedule in effect prior to negotiations shall continue during the period of negotiations. If the payment schedule is modified, each member may also agree to apply the modifications retroactively to the date which negotiations were commenced pursuant to this Article.

The members agree that any modifications to this agreement, first require a recommendation from the Board of Directors and then approval from all member

legislative bodies. Where applicable, the State of Michigan may also need to approve the modification.

Article ~~VIII~~ -- Dispute Resolution

Any disputes which may arise during the term of this Agreement shall be resolved by Arbitration in accordance with the rules of the American Arbitration Association and any award shall be enforceable in a court having competent jurisdiction thereof in Wayne, County, Michigan. Contested disputes between the Municipalities shall be resolved through the arbitration process only. Members may select any arbitrator(s) upon which they can agree, or if no agreement can be reached, then the services of the American Arbitration Association shall be used.

Article ~~VIII~~ -- Force Majeure

The term Force Majeure as used herein shall mean any act of God or the elements, the occurrence of any accidents, casualties, labor disturbances, riots, civil unrest, terrorist acts, or the unavailability or delays in provision of Court services such that said services cannot be provided for at least thirty (30) consecutive days. Notice of the occurrence of such event shall be promptly given to the Board, but not later than (3) business days after the occurrence of such event. A force majeure event shall excuse a party's nonperformance for the duration of the force majeure event.

Article ~~IX~~ -- Assignment

No member municipality shall sell, encumber, assign or transfer this Agreement or any interest herein, without the express written consent of the other members. The terms, conditions and provisions of this Agreement shall extend and apply to and shall be binding upon the respective successors and assigns of said party. Upon any such permitted sale, assignment or transfer of a party's interest herein, the transferring party shall be relieved of any further obligation hereunder as to the interest sold, assigned or transferred.

Article ~~X~~ -- Construction and Severability; Exception

This Agreement shall be liberally construed. Should any word, sentence, phrase or any portion of this Agreement be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be constructed and limited to such work, sentence, phrase or any portion hereof held to be so invalid, and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Agreement, except and unless the invalid word, sentence, phrase or any portion hereof is material to the purpose of the agreement. In such case of materiality, the agreement shall become unenforceable.

Article XIII -- Term

This Agreement shall become effective on the date of its execution or January 1, 2003, whichever is later, and as provided below, and shall continue for a term of forty (40) years. Any member may terminate their participation in this agreement prior thereto if an extreme or unforeseen force majeure event such as facility destruction occurs.

Article XIV -- Express Obligations

All obligations of the Parties under this Agreement are expressly stated, and no other obligations or covenants are to be implied hereunder.

Article XV -- Integration

This Agreement constitutes the complete and exclusive expression of the Parties' Agreement with respect to the subject matter hereof.

Article XVI -- Waiver

The waiver by any member municipality of any failure on the part of any other member to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto.

Article XVII -- Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Article XVIII -- Conditions Precedent

This Agreement shall be effective and enforceable upon each member when the following conditions are met:

- 1) The State of Michigan has submitted any necessary approvals.
- 2) The approval by resolution of each party members' City Council or legislative body is passed and submitted to the Chairman.

The parties hereto have executed this Agreement at the place and on the date immediately adjacent to their respective signatures.

Article ~~IX~~XVII – Work Force

Revenue allocation for work force activity performed by defendants whose case originated in the City of Riverview shall be determined as follows:

Proceeds received from Riverview participants minus costs to provide service in the City of Riverview equals net proceeds which will be added to revenues and allocated per schedule of this Joint Management Agreement.

CITY OF RIVERVIEW

Date: _____

By:
~~Tim Durand~~Andrew Swift, Mayor

Date: _____

By:
~~Randy Altimus~~Cindy Hutchison, City Clerk

~~CITY of Wyandotte~~YANDOTTE:

Date: _____

By:
Joseph R. Peterson, Mayor
~~Leonard Sabuda, Mayor~~

Date: _____

By:
~~William R. Griggs~~Lawrence S. Stec, City
Clerk

Appendix A.
~~Appendix B.~~
~~Appendix C.~~

~~P:\4-R-Z\clients\RVWVIE\AGTS\DistrictCourtAgreement.doc~~

OFFICIALS

William R. Griggs

CITY CLERK

Andrew A. Swiecki

CITY TREASURER

Colleen A. Keehn

CITY ASSESSOR



COUNCIL

Todd M. Browning

James R. DeSana

Johnny A. Kolakowski

Mark A. Paryaski

Patrick J. Sutka

Tom Talluto

LEONARD T. SABUDA
MAYOR

June 18, 2002

RESOLUTION

Todd A. Drysdale
Director of Finance
City of Wyandotte

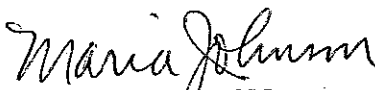
By Councilman Tom Talluto
Supported by Councilman Mark A. Paryaski

RESOLVED by the City Council that Council CONCURS in the recommendation of the Director of Financial and Administrative Services as set forth in his communication dated June 12, 2002 to approve the Joint Management Agreement between the City of Wyandotte and the City of Riverview for the consolidation of the 27th District Court.

YEAS: Councilmen DeSana Kolakowski Paryaski Talluto
NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy 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 June 17, 2002.


MARIA JOHNSON
DEPUTY CITY CLERK

CC: Mayor, Judge Kalmbach

REGULAR MEETING OF THE RIVERVIEW CITY COUNCIL
CITY OF RIVERVIEW, WAYNE COUNTY, MICHIGAN,
HELD ON MONDAY, JUNE 3, 2002 A.D., IN THE
COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING
14100 CIVIC PARK DRIVE, RIVERVIEW MICHIGAN 48192-7689

The meeting was called to order at 7:34 p.m.

Presiding: Mayor Durand

Present: Councilmembers Blanchette, Coffey, Miller, Priskorn, Elmer Trombley,
James Trombley

Absent and

Excused: None

Motion by Councilmember Coffey, seconded by Councilmember Miller, that the **Joint Management Agreement** between the City of Riverview and the City of Wyandotte be **approved** for the **consolidation** of the 27th District Court.

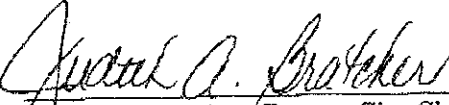
Ayes: Mayor Durand, Councilmembers Coffey, Priskorn, Miller, Elmer Trombley, James Trombley

Nays: Councilmember Blanchette

Motion carried.

I, Judith A. Bratcher, duly authorized Deputy City Clerk of the City of Riverview, Wayne County, Michigan hereby certify the foregoing to be a true Resolution adopted by the Riverview City Council at their regular meeting held on Monday, June 3, 2002.

(SEAL)



Judith A. Bratcher, Deputy City Clerk

TWENTY-SEVENTH DISTRICT COURT JOINT MANAGEMENT AGREEMENT

This Joint Management Agreement is adopted, signed and acknowledged by the Municipalities for the purpose of forming a combined 27th District Court operation for the Municipalities of Riverview and Wyandotte.

Article I -- Members

Membership

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Any Municipality may become a member of the Twenty-Seventh District. The requesting Municipality must obtain concurrence of from the State of Michigan, the District Court Joint Management Board of Directors ("Board"), and the member municipalities. Also, this agreement must be amended by legislative resolution of all the existing municipalities that comprise the membership of the Board. The joining Municipality must also approve the proposed amendment to join the 27th District Court.

Withdrawal from Membership

No Municipality may withdraw from the Joint Management Agreement or terminate its obligations there under without an approval of all member legislative bodies and the State of Michigan. In the event that any Municipality be located in a separate district due to reorganization of district court districts under state law, such Municipality shall be deemed withdrawn from the Authority.

Article II -- Board of Directors

Composition of Board

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The Chief Judge shall be the Chairman of the Board of Directors and be responsible for the operation of the District Court, meeting agenda, minutes of the meetings, development of an operating budget for the 27th District Court, and obtainment of the independent audit of all District Court operations.

May 15, 2002

Meetings

The Board shall meet a minimum of once every six months beginning with January of 2003. The Board shall also have one additional meeting no later than 120 days after fiscal year end. Said meeting will be used exclusively to discuss the fiscal year end of the District Court Operation and review all audited financial statements of the District Court.

Quorum

Two-thirds membership of the Board present at the meeting thereof shall constitute a quorum. At any meeting of the Board, a simple majority of the Board shall be necessary in order to make a binding decision of the Board unless otherwise specified herein. The Chief Judge is responsible for posting the meetings at a minimum of all Member City Halls and the District Court facility and provide a copy of said notice to all Board Members, at least 72 hours in advance of the meeting.

Compensation of Directors

Directors shall receive no payment for services from the 27th District Court or the Municipalities. However, Board members shall be reimbursed for normal expenses incurred on behalf of the 27th District Court if there is a budgeted appropriation for member reimbursements for incidental expenditures/mileage.

Article III -- Operation of Court

Fiscal Year

The initial fiscal year of the 27th District Court under this agreement shall operate from January 1, 2003 through September 30, 2003. Every year thereafter, the 27th District Court shall operate from October 1 through September 30.

Appropriation

The Chief Judge shall be responsible for developing an operating budget no later than March 15th each year to be approved by the 27th District Court Board of Directors. Said operating budget shall then be presented to the member Municipalities no later than April 15th of each year for their consideration. Approval of the operating budget shall be required by all member Municipalities prior to fiscal year operation on October 1st.

Distribution of Costs of Operation and Revenues of Operation

Effective January 1, 2003, irrespective of what Municipal law enforcement agency issued a ticket violation and where that violation is issued, all revenues shall be directed to the City of

May 15, 2002

Wyandotte General Fund as directed by State law. The funding of the operation, maintenance, debt, construction, liability and deficit elimination costs of the District Court and the City of Wyandotte general fund, shall also be borne exclusively by the City of Wyandotte.

Annual Appropriation to City of Riverview

In exchange for all the revenues being directed to the City of Wyandotte, the City of Wyandotte shall make an annual appropriation to the City of Riverview from the Wyandotte General Fund. Said payment is based upon the audited gross revenue statement of the member municipalities as defined in the annual audit section of this agreement. Riverview's total gross revenues would be applied to **Appendix A** of this Joint Management Agreement to determine the payment to Riverview. For the period From January 1, 2003, through September 30, 2003, refer to **Appendix C** of this Joint Management Agreement.

There will be a payment on 6/30/XX each year from the City of Wyandotte to the City of Riverview. This payment will equal \$53,625 on 6/30/03, \$71,500 on 6/30/04 through 6/30/07, and an amount equal to \$71,500 adjusted by a cost of living percent rate as determined by the County Assessor in calculating taxable values in the preceding December thereafter.

Estimated Payments to City of Riverview through June 30, 2007

There shall be a second and final payment for the balance owed to the City of Riverview or back to the City of Wyandotte within 30 days after the annual audit of the City of Wyandotte but no later than 3/1/XX. This second payment will adjust the total amount distributed to the City of Riverview or back to the City of Wyandotte to the level specified on **Appendix A** of this agreement based on the gross revenues recorded for the City of Riverview. For the period beginning on January 1, 2003, through September 30, 2003, **Appendix C** will be used to calculate the second payment amount.

Estimated Payments to City of Riverview after June 30, 2007

Each October 1st after 9/30/07, the Riverview payment column only of **Appendix A** shall be increased by a cost of living percent rate as determined by the County Assessor in calculating taxable values in the preceding December. Said COLA rate will be applied to the preceding year of the Riverview payment column amounts. This payment shall be made annually as long as the Joint Management Agreement is in operation.

Failure to make final payment to the City of Riverview or back to the City of Wyandotte on or before 3/1/XX after the end of the fiscal year ending 9/30/XX shall result in a 1.5% per month interest charge and reimbursement of all City of Riverview/City of Wyandotte legal fees (if necessary) until payment is received by the Municipality due payment.

Annual Audit

May 15, 2002

The District Court shall be audited in accordance with PA 2 of 1968 and a copy of the independent audit shall be forwarded to all member Municipalities and the State of Michigan as required by State law. The City of Wyandotte must annually forward a copy of their independent audit of the operating fund (presumably the General Fund) that accounts for District Court revenues and expenses to the City of Riverview.

Separate Audited Revenue Schedule

There shall also be a separate audited revenue schedule that presents the actual gross revenues earned by the 27th District Court. The schedule of gross revenues shall breakdown those tickets and associated gross court fee revenues from Riverview and other member municipalities. From this schedule, the gross revenues earned by Riverview is applied to the **Appendix A** table and the amount due Riverview (or owed back to Wyandotte) is calculated. Payment timetables are listed above.

Riverview revenues are defined as all ticket revenues generated within the legal boundaries of the City of Riverview including weigh-master, parking and traffic; civil infraction, criminal and other ticket generated revenues. Further, Riverview revenues include the normal court costs assessed by the District Court that are normally associated with the tickets written in the City of Riverview.

Also included in Riverview gross revenues are all associated probationary fees or caseload fees generated from Riverview tickets/citations. Further, any other charge known and unknown at this time that is associated to a ticket generated in the City of Riverview by the Riverview Police Department or other police department working jointly with the City of Riverview Police Department shall also be included in Riverview gross revenues.

Any other special law enforcement revenues, including DRANO, earned by the Municipalities shall not be governed by this agreement and will be kept by the Municipality who earned said monies.

Management of Court Employees

The City of Wyandotte shall fund the local court employees. The management functions related to the locally funded court employees and other operating costs of the 27th District Court shall be as set forth in Michigan Supreme Court Administrative Order 1998-5 as modified by amendments thereto.

The City of Wyandotte also agrees to employ the three full time employees currently in the employ at the City of Riverview at the signing of this agreement or no later than 1-1-03, whichever is later. Wyandotte agrees to maintain each current full time employee at their current pay scale and fringe benefit scale as outlined in **Appendix B** of this agreement when the employee is absorbed. Said funding for these employees will become the exclusive responsibility of the City of Wyandotte.

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As with any court employee, Wyandotte shall have no obligation to utilize these employees under the following circumstances:

1. The employees are terminated due to negligence on the part of the employee.
2. If the employee retires or quits.
3. If the Twenty-Seventh District Court or the City of Wyandotte General Fund is in a deficit position and said employees are laid off in order for the District Court or City of Wyandotte to operate under Public Act 2 of 1968.

Wyandotte--Exclusive Ownership of Court Facilities

The City of Wyandotte shall own the District Court facilities including land and building in the City of Wyandotte. The City of Riverview will not be responsible for any operation rent, debt, lease or any long-term debt/payment obligations of the 27th District Court or the City of Wyandotte or any of their component units. There will be no District Court or Traffic bureau operations whatsoever within the legal boundary of the City of Riverview unless the legislative bodies of all member Municipalities approve of said facility.

The City of Riverview will not have any right to obligate the City of Wyandotte or the District Court or their component units in any manner with the exception of their annual payment to the City of Riverview from the General Fund of the City of Wyandotte and as outlined above with the three current full-time Riverview District Court employees (*See Appendix B*). The City of Wyandotte will not have any right to obligate the City of Riverview in any manner in relationship to the City/Court operation or Court building improvements, equipment improvements or construction/demolition costs.

The City of Riverview will also direct the State of Michigan to grant control of the one-time State appropriation of approximately \$240,000.00 from the City of Riverview to the City of Wyandotte effective on the date both Municipalities have executed this agreement. Said funds shall be utilized exclusively by the City of Wyandotte to facilitate the assumption of the Riverview court operations.

Hours and Docketing Schedule

The Chief Judge of the District Court shall hold Court proceedings in a manner that will minimize overtime costs of all member Municipalities. Court hours may include afternoon sessions, legal holiday sessions, weekend sessions and night court sessions if necessary. In all instances where applicable, the Chief Judge shall utilize telephonic or electronic arraignments. The Chief Judge will also work with all member Police Chiefs to ensure that Police personnel time is minimized for testimonial purposes in Court. The Court shall make every effort to conform its docket to achieving the forgoing objectives where reasonable practicable to do so.

Limited Transfer of Property

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As part of this agreement, the desktop computers of the three full time employees, AS-400, Court Software and one printer shall be transferred directly to the City of Wyandotte when the three employees transfer to the City of Wyandotte. The operating software of the employees shall remain with the City of Riverview. It is the City of Wyandotte's responsibility to install said equipment at their cost.

Article IV - Insurance

The City of Wyandotte agrees to hold harmless the City of Riverview in all matters, claims and causes of action including, but not all encompassing, General Liability, Tort and Contract Claims, Labor, Workers Compensation Claims, Unemployment Compensation Claims, state and federal statutory claims whether or not pertaining to discrimination, wage and hour or employment, and any other legal obligation arising under or incident to this Joint Management Agreement or which the District Court operation may generate. The City of Wyandotte shall add to their General Liability and Workers Compensation insurance policies the City of Riverview as the City of Riverview relates to the operation of the District Court and this agreement. Documentation shall be forwarded annually to the City of Riverview regarding this insurance coverage.

Article V – Employee Retiree Benefits

A. Pension: D. Thiverge, M. Galloway and P. Moore Only

The City of Riverview will allow these three full-time employees to vest in the defined benefit pension system of the City of Riverview for up to the number of years and months of credited service the employee has earned with the City of Riverview ending 12/31/02. The employee will be able to utilize their City of Wyandotte employment time only in conjunction with their City of Riverview employment time to meet vesting retirement eligibility criteria established in the Riverview Employees Pension System only.

Once the criteria of employee type, vesting and service time earned meets City of Riverview criteria for retirement, the City of Riverview shall calculate the affected employees pension based on the actual time earned and wages earned at the City of Riverview only. The City of Riverview formula and percent rates that will be utilized for pension calculation purposes shall also be the same Riverview formula that is in effect on 12/31/02 for Administrators and Technical Professionals and no other bargaining unit. This calculation will be given to each employee prior to starting with the City of Wyandotte.

The employees still maintain the right to withdraw their pension contributions at anytime from the City of Riverview Employees retirement system. If this is done, the employee will immediately cease to be a member of the City of Riverview Retirement System in accordance with Retirement System Ordinance and shall not be entitled to any retirement benefits.

B. Pension Health: Riverview D. Thiverge, M. Galloway and P. Moore Only

The employees, as retirees, shall be allowed only health care, drug rider and vision coverage and no other if they have ten or more years of service with the City of Riverview when they retire. The employees, as retirees, must enroll in the medicare complimentary health coverage when eligible.

If the employee does not have ten years of credited service, then the health insurance costs including drug and vision benefit as stated above, shall be pro-rated. The City of Riverview shall pay for the percent that the employee worked up to the ten years. It is the employees' responsibility to pay for the balance. (Example: Work three of ten years -City of Riverview pays 30% of eligible health care.) The medicare portion of costs, when eligible, is also pro rated as stated above.

No duplicate/coordinated health care, prescription or vision coverage is allowed with the City of Riverview or Wyandotte or in any other manner with another employer. The three employees shall have the right to obtain a payment in lieu of health care, drug and vision if the City of Riverview still offering said benefit at the time of retirement.

C. Pension -Life Insurance: Riverview D. Thiverge, M. Galloway and P. Moore Only

If the employee, as a retiree, does not receive a Life Insurance package from the City of Wyandotte as a retiree, the employee shall be entitled to a \$5,000.00 Life package with A D and D from the City of Riverview. This benefit will only be given if the employee has a minimum of ten years of service with the City of Riverview prior to 1-1-03.

D. Sick, Vacation, Bonus and Personal Time Longevity and Pay in Lieu of Health Care - Riverview -D. Thiverge, M. Galloway, P. Moore

The above referenced employees shall be paid off for their accrual balances of Sick, vacation and bonus, personal, floating holiday, Longevity and Pay in Lieu of Health Care as follows:

All severance payoffs will be made in January 2003 on balances accrued, if any, through 12/31/02. Employees will only be eligible to accrue the above referenced time with the City of Riverview for the time period between 7/1/02 through 12/31/02. Longevity and Pay in Lieu of Health Care shall be prorated if eligible. The above referenced employees shall be paid off for their accrual balances of Sick, vacation and bonus, personal, floating holiday, Longevity and Pay in Lieu of Health Care as follows: All severance payoffs will be made in January 2003 on balances accrued through 12/31/02. Employees will only accrue six months worth of accrual time with the City of Riverview for the time period of 7/1/02 through 12/31/02. Longevity and Pay in Lieu of Health Care shall be prorated if eligible.

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The above referenced employees shall be paid off for their accrual balances of Sick, vacation and bonus, personal, floating holiday, Longevity and Pay in Lieu of Health Care as follows: All severance payoffs will be made in January 2003 on balances accrued through 12/31/02. Employees will only accrue six months worth of accrual time with the City of Riverview for the time period of 7/1/02 through 12/31/02. Longevity and Pay in Lieu of Health Care shall be prorated if eligible.

Thiverge, Denise – Accrued balance, if any, to be paid off at a rate of \$21.0654 for up to:

- 120 sick days (960 hours)
- 30 vacation days (240 hours)
- 5 personal days (40 hours)
- 1 floating holiday (8 hours)
- 5 bonus days (40 hours)
- Longevity \$375.00 Final Riverview.
- Pay in Lieu of Health Care - \$133.33.

Galloway, Marilyn – Accrued balance, if any, to be paid off at a rate of \$17.8700 for up to:

- 120 sick days (960 hours)
- 30 vacation days (240 hours)
- 5 personal days (40 hours)
- 1 floating holiday (8 hours)
- 5 bonus days (40 hours)
- Longevity \$125.00 – Final Riverview.
- Pay in Lieu of Health Care - \$133.33

Moore, Paula – Accrued balance, if any, to be paid off at a rate of \$14.5160 for up to

- 120 sick days (960 hours)
- 30 vacation days (240 hours)
- 5 personal days (40 hours)
- 1 floating holiday (8 hours)
- 5 bonus days (40 hours)
- Longevity – Not Applicable.
- Pay in Lieu of Health Care – Not Applicable.

Any unused or paid off City of Riverview accrual time is ineligible to be carried over to the City of Wyandotte. Payment within the limits established above for this court employee accrual time fulfills in total the City of Riverview financial obligation for all accrual time earned but not taken or paid off by each court employee.

The employee is still required to have all the required federal, state and social security taxes withheld as determined by their W-4 forms. The City of Riverview will match all required social security payments in accordance with Federal law.

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If the employee wishes to defer any of the payment being made by the City of Riverview up to legal limits into their 457 deferred compensation plan they may do so with proper written notification to the Riverview Finance Director prior to 12/31/02.

There will be no 5% pension withholding on any funds except for the Longevity and Vacation accrual payments. There will be no 401-A contribution made on behalf of any employee in regards to the payment on these accruals.

If the employee elects to retire prior to 12/31/02 then the normal severance payoffs as determined for Administrators and Technical Professionals schedule of benefits and City Council Policy 58 shall dictate how severance payoff shall occur.

Article VI – Active Employment

A. Wages: D. Thiverge, M. Galloway and P. Moore Only

Starting wages effective 1/1/03 for the three employees transferring to Wyandotte will be as outlined on **Appendix B** of this agreement. Effective 1/1/03, wages and fringe benefits will be the responsibility of the City of Wyandotte unless altered below. Future increases, if any, will also be the responsibility of the City of Wyandotte unless altered below.

If an employee is receiving a defined contribution payment (401a) from the City of Riverview on 12/30/02, then said employee would have that amount documented on **Appendix B** merged with their annual payroll amount. Those two sums added together shall be the employees' new annual payroll amount and the defined contribution payment the City of Riverview is making shall cease effective 12/30/02. The City of Wyandotte is not required to make a Riverview 401A contribution on behalf of the employee.

Defined Contributions the City of Riverview made on behalf of an employee shall remain with the employee after 12/31/02.

B. Longevity: D. Thiverge, M. Galloway Paula Moore

The Longevity payments will continue to the employees as outlined on **Appendix B** and grow if applicable under the rules of the City of Wyandotte, with those years of service earned with Wyandotte.

C. Health Care: D. Thiverge, M. Galloway Paula Moore

Effective 1/1/03 Paula Moore will be placed on the applicable health care coverage, prescription coverage, dental coverage and vision coverage of the City of Wyandotte for her and her family if eligible and can no longer be covered by the City of Riverview as an active employee.

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Both Marilyn Galloway and Denise Thiverge shall remain on the payment in lieu program with the City of Wyandotte and receive the City of Wyandotte payment in lieu program stipend. If either Marilyn or Denise accept the entire Wyandotte Health care coverage as an active employee, the City of Wyandotte shall place the employees onto their entire health care program. However, the City of Wyandotte has the right to reduce the annual payment being made under this agreement to the City of Riverview for the actual premium cost incurred for both employees from the prior fiscal year.

No duplicate/coordination of any health, drug optical or dental benefit is allowed between the City of Wyandotte and the City of Riverview or any other employer the employee and their spouse may be associated with. Proof of non-double coverage may be requested. The employee may have to pay back the monthly payment of benefits to the applicable City if health care coordination or duplication is determined.

D. Other Fringe Benefits: D. Thiverge, M. Galloway Paula Moore

The three referenced employees shall be entitled to any and all other fringe benefits the City of Wyandotte gives to their District Court employees that are not referenced here including but not limited to Life Insurance and Long Term Disability Insurance.

E. Wyandotte Retirement Benefits: D. Thiverge, M. Galloway and P. Moore Only

Effective 1/1/03, the three above referenced employees will have all the same rights and benefits and be subject to the same rules and contribution requirements of a City of Wyandotte employee at the District Court. All three employees shall be included in the City of Wyandotte defined contribution retirement program. The employee will be subject to all requirements of the plan and be responsible for all required employee contributions to this program.

The employee will be able to utilize their City of Riverview employment time only in conjunction with their City of Wyandotte employment time to meet vesting requirements for the City of Wyandotte Retirement Plan only.

F. Pension Benefits: Wyandotte - D. Thiverge, M. Galloway and P. Moore Only

The three above referenced employees shall also be entitled to any City of Wyandotte retirement benefit if the employees qualify as a retiree and for the benefits given. Under no circumstances will duplicate/coordinated health care coverage be granted to any of the three employees when they retire.

G. Sick, Vacation, Bonus and Personal Time: Wyandotte -D. Thiverge, M. Galloway, P. Moore

May 15, 2002

The former Riverview employees will be entitled to sick, vacation, bonus and personal time as outlined by the City of Wyandotte's Personnel Policy Handbook. The current benefit provisions are as follows:

Vacation	1 - 5 Years : 12 days 6 - 10 Years : 15 days 11 - 15 Years: 18 days 16 - 20 Years: 21 days 21 - 25 Years: 24 days 26+ Years: 24 + ½ day per year over 25 Years
Sick Days	1 day per month
Personal Leave	3 days
Bonus Days	6 days if used 0 sick days 5 days if used 1 sick day 4 days if used 2 sick days 3 days if used 3 sick days 2 days if used 4 sick days 1 day if used 5 sick day 0 days if used more than 5 sick days

For purposes of determining the level of benefits being earned only, employees may combine their Riverview employment time with any time earned as an employee of the combined District Court funded solely by the City of Wyandotte.

Riverview employment time earned for the Court employees through 12/31/02 is as follows:

Thiverge, Denise - 13 years 9 Months.
Galloway, Marilyn -- 9 years 6 Months.
Moore, Paula -- 2 years 1 Month.

The three employees shall have a start date under the auspices of the City of Wyandotte of 1/1/03.

Article VII -- Prisoner Housing

Each Municipality shall be responsible for their own prisoner housing. Riverview shall maintain Riverview prisoners. Wyandotte shall maintain Wyandotte prisoners. There shall be no charge for Riverview prisoners to be held in Wyandotte if the prisoner is required to appear before the Court. If the prisoner is held for more than a eight hour period, then Wyandotte shall have the right to bill Riverview for direct costs of that prisoner after the eighth hour.

Article VIII -- Modifications to Agreement

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Nothing in this agreement or Article, shall authorize the modification of Article III, subsection titled **Management of Court Employees**; Article III, subsection titled **Wyandotte**; **Exclusive Ownership of Court Facilities**; any of Article IV **Insurance**; any of Article V or any of Article VI.

Subject to the forgoing limitation, this agreement may be subject to modification by negotiation. Said negotiations may only be commenced in the month of October, 2012. If negotiations are not so commenced, the agreement shall not be open to negotiations. The payment schedule in effect prior to negotiations shall continue during the period of negotiations. If the payment schedule is modified, each member may also agree to apply the modifications retroactively to the date which negotiations were commenced pursuant to this Article.

The members agree that any modifications to this agreement, first require a recommendation from the Board of Directors and then approval from all member legislative bodies. Where applicable, the State of Michigan may also need to approve the modification.

Article IX -- Dispute Resolution

Any disputes which may arise during the term of this Agreement shall be resolved by Arbitration in accordance with the rules of the American Arbitration Association and any award shall be enforceable in a court having competent jurisdiction thereof in Wayne, County, Michigan. Contested disputes between the Municipalities shall be resolved through the arbitration process only. Members may select any arbitrator(s) upon which they can agree, or if no agreement can be reached, then the services of the American Arbitration Association shall be used.

Article X -- Force Majeure

The term Force Majeure as used herein shall mean any act of God or the elements, the occurrence of any accidents, casualties, labor disturbances, riots, civil unrest, terrorist acts, or the unavailability or delays in provision of Court services such that said services cannot be provided for at least thirty (30) consecutive days. Notice of the occurrence of such event shall be promptly given to the Board, but not later than (3) business days after the occurrence of such event. A force majeure event shall excuse a party's non-performance for the duration of the force majeure event.

Article XI -- Assignment

No member municipality shall sell, encumber, assign or transfer this Agreement or any interest herein, without the express written consent of the other members. The terms, conditions and provisions of this Agreement shall extend and apply to and shall be binding upon the respective successors and assigns of said party. Upon any such permitted sale, assignment or transfer of a party's interest herein, the transferring party shall be relieved of any further obligation hereunder as to the interest sold, assigned or transferred.

Article XII -- Construction and Severability; Exception

This Agreement shall be liberally construed. Should any word, sentence, phrase or any portion of this Agreement be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be constructed and limited to such work, sentence, phrase or any portion hereof held to be so invalid, and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Agreement, except and unless the invalid word, sentence, phrase or any portion hereof is material to the purpose of the agreement. In such case of materiality, the agreement shall become unenforceable.

Article XIII -- Term

This Agreement shall become effective on the date of its execution or January 1, 2003, whichever is later, and as provided below, and shall continue for a term of forty (40) years. Any member may terminate their participation in this agreement prior thereto if an extreme or unforeseen force majeure event such as facility destruction occurs.

Article XIV -- Express Obligations

All obligations of the Parties under this Agreement are expressly stated, and no other obligations or covenants are to be implied hereunder.

Article XV -- Integration

This Agreement constitutes the complete and exclusive expression of the Parties' Agreement with respect to the subject matter hereof.

Article XVI -- Waiver

The waiver by any member municipality of any failure on the part of any other member to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto.

Article XVII -- Cumulative Remedies

May 15, 2002

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Article XVIII -- Conditions Precedent

This Agreement shall be effective and enforceable upon each member when the following conditions are met:

- 1) The State of Michigan has submitted any necessary approvals.
- 2) The approval by resolution of each party members' City Council or legislative body is passed and submitted to the Chairman.

The parties hereto have executed this Agreement at the place and on the date immediately adjacent to their respective signatures.

May 15, 2002

CITY OF RIVERVIEW

Date: 6/12/02

By: Tim Durand
Tim Durand, Mayor

Date: 6/13/02

By: Judith A. Bratcher
~~Randy Williams, Clerk~~ Judith A. Bratcher, Deputy Clerk

City of Wyandotte.

Date: 6/20/02

By: Leonard Sabuda
Leonard Sabuda, Mayor

Date: 6/20/02

By: William R. Griggs
William R. Griggs, City Clerk

Appendix A.
Appendix B.
Appendix C.

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May 15, 2002

Employee	Position	Base Wages	Total Base Wages	Deferred Compensation	Social Security	Longevity	Health Care Coverage	Life Insurance	Dental Insurance	Vision Insurance
Valasco, Glenn C.	Judge	\$ -								
Kalmbach, Randy		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Thivierge, Denise	Court Administrator	\$ 21,902.40	\$ 43,804.80	\$ 3,285.36	\$ 3,511.72	\$ 500.00	\$ 1,600.00	\$ 209.66	\$ 1,176.47	\$ -
Galloway, Marilyn	Clerk of the Court	\$ 18,584.80	\$ 37,169.60	\$ -	\$ 2,985.00	\$ 250.00	\$ 1,600.00	\$ 78.62	\$ 765.56	\$ -
Moore, Paula	Deputy Court Clerk	\$ 15,100.80	\$ 30,201.60	\$ -	\$ 2,310.42	\$ -	\$ 10,466.53	\$ 78.62	\$ 691.81	\$ 95.98
Vacant	Probation Officer	\$ -								
	Deputy Court Clerk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Probation Officers			\$ -	\$ -	\$ -					
Court Officers:	Part-Time									
	310 hours @ \$8.50	\$ -								
	36 hours @ \$8.50	\$ -								
	214 hours @ \$8.00	\$ -								
	140 hours @ \$8.50	\$ -	\$ -		\$ -					
Chief Probation Officers:										
	\$16.00/20hrs/Wk 50wks	\$ -								
	\$14.00/12hrs/Wk 50wks	\$ -								
	\$8.50/20hrs/Wk 50wks	\$ -	\$ -		\$ -					
Overtime			\$ -		\$ -					
Totals			\$ 111,176.00	\$ 3,285.36	\$ 8,807.14	\$ 750.00	\$ 13,666.53	\$ 366.90	\$ 2,633.84	\$ 95.98
			Total Base Wages	Deferred Compensation	Social Security	Longevity	Health Care Coverage	Life Insurance	Dental Insurance	Vision Insurance
Total Cost Three Full Time Employees			\$ 140,781.75							

Full time Employees are also contributors to the Defined Benefit Pension Plan at the City of Riverview.
City of Riverview is responsible for final payoff of Riverview Sick, Vacation and Personal Time leave balances for the three full time employees only.

	Riverview Court Revenues - Gross (Per \$10,000.00)	Riverview Payment	Wyandotte Payment	Total
\$	650,058.47	\$ 173,800.00	\$ 476,258.47	\$ 650,058.47
\$	640,058.47	\$ 170,500.00	\$ 469,558.47	\$ 640,058.47
\$	630,058.47	\$ 167,200.00	\$ 462,858.47	\$ 630,058.47
\$	620,058.47	\$ 163,900.00	\$ 456,158.47	\$ 620,058.47
\$	610,058.47	\$ 160,600.00	\$ 449,458.47	\$ 610,058.47
\$	600,058.47	\$ 157,300.00	\$ 442,758.47	\$ 600,058.47
\$	590,058.47	\$ 154,000.00	\$ 436,058.47	\$ 590,058.47
\$	580,058.47	\$ 150,700.00	\$ 429,358.47	\$ 580,058.47
\$	570,058.47	\$ 147,400.00	\$ 422,658.47	\$ 570,058.47
\$	560,058.47	\$ 144,100.00	\$ 415,958.47	\$ 560,058.47
\$	550,058.47	\$ 140,800.00	\$ 409,258.47	\$ 550,058.47
\$	540,058.47	\$ 137,500.00	\$ 402,558.47	\$ 540,058.47
\$	530,058.47	\$ 134,200.00	\$ 395,858.47	\$ 530,058.47
\$	520,058.47	\$ 130,900.00	\$ 389,158.47	\$ 520,058.47
\$	510,058.47	\$ 127,600.00	\$ 382,458.47	\$ 510,058.47
\$	500,058.47	\$ 124,300.00	\$ 375,758.47	\$ 500,058.47
\$	490,058.47	\$ 121,000.00	\$ 369,058.47	\$ 490,058.47
\$	480,058.47	\$ 117,700.00	\$ 362,358.47	\$ 480,058.47
\$	470,058.47	\$ 114,400.00	\$ 355,658.47	\$ 470,058.47
\$	460,058.47	\$ 111,100.00	\$ 348,958.47	\$ 460,058.47
\$	450,058.47	\$ 107,800.00	\$ 342,258.47	\$ 450,058.47
\$	440,058.47	\$ 104,500.00	\$ 335,558.47	\$ 440,058.47
\$	430,058.47	\$ 101,200.00	\$ 328,858.47	\$ 430,058.47
\$	420,058.47	\$ 97,900.00	\$ 322,158.47	\$ 420,058.47
\$	410,058.47	\$ 94,600.00	\$ 315,458.47	\$ 410,058.47
\$	400,058.47	\$ 91,300.00	\$ 308,758.47	\$ 400,058.47
\$	390,058.47	\$ 88,000.00	\$ 302,058.47	\$ 390,058.47
\$	380,058.47	\$ 84,700.00	\$ 295,358.47	\$ 380,058.47
\$	370,058.47	\$ 81,400.00	\$ 288,658.47	\$ 370,058.47
\$	360,058.47	\$ 78,100.00	\$ 281,958.47	\$ 360,058.47
\$	350,058.47	\$ 74,800.00	\$ 275,258.47	\$ 350,058.47
BASE	\$ 340,058.47	\$ 71,500.00	\$ 268,558.47	\$ 340,058.47
\$	330,058.47	\$ 64,800.00	\$ 265,258.47	\$ 330,058.47
\$	320,058.47	\$ 58,100.00	\$ 261,958.47	\$ 320,058.47
\$	310,058.47	\$ 51,400.00	\$ 258,658.47	\$ 310,058.47
\$	300,058.47	\$ 44,700.00	\$ 255,358.47	\$ 300,058.47
\$	290,058.47	\$ 38,000.00	\$ 252,058.47	\$ 290,058.47
\$	280,058.47	\$ 31,300.00	\$ 248,758.47	\$ 280,058.47
\$	270,058.47	\$ 24,600.00	\$ 245,458.47	\$ 270,058.47
\$	260,058.47	\$ 17,900.00	\$ 242,158.47	\$ 260,058.47
\$	250,058.47	\$ 11,200.00	\$ 238,858.47	\$ 250,058.47
\$	240,058.47	\$ 4,500.00	\$ 235,558.47	\$ 240,058.47
\$	230,058.47	\$ (2,200.00)	\$ 232,258.47	\$ 230,058.47
\$	220,058.47	\$ (8,900.00)	\$ 228,958.47	\$ 220,058.47
\$	210,058.47	\$ (15,600.00)	\$ 225,658.47	\$ 210,058.47
\$	200,058.47	\$ (22,300.00)	\$ 222,358.47	\$ 200,058.47

- 1 Each October 1st and September 30th after 9/30/07, the Riverview payment column only of appendix A shall be increased by the City of Wyandotte by a cost of living percent rate as determined by the County Assessor in calculating taxable values in the preceeding December. Said COLA rate will be applied to the preceeding year payment column amounts. This payment shall be made annually as long as the joint management agreement is in place.
- 2 Riverview gross revenues to be applied to this schedule are defined in the Joint Management Agreement.
- 3 First payment is advanced on 6/30/XX balance before 3/1/XX of the next calendar year.

City of Riverview
Revenue Sharing Analysis
District Court - General Fund - 10/1/02 through 9/30/03 Only
2/24/2002 Revised 4/19/02 Final 5/15/02

Appendix C

	Riverview Court Revenues - Gross (Per \$10,000.00)	Riverview Payment	Wyandotte Payment	Total
	\$ 405,043.00	\$ 104,625.00	\$ 300,418.00	\$ 405,043.00
	\$ 395,043.00	\$ 101,225.00	\$ 293,818.00	\$ 395,043.00
	\$ 385,043.00	\$ 97,825.00	\$ 287,218.00	\$ 385,043.00
	\$ 375,043.00	\$ 94,425.00	\$ 280,618.00	\$ 375,043.00
	\$ 365,043.00	\$ 91,025.00	\$ 274,018.00	\$ 365,043.00
	\$ 355,043.00	\$ 87,625.00	\$ 267,418.00	\$ 355,043.00
	\$ 345,043.00	\$ 84,225.00	\$ 260,818.00	\$ 345,043.00
	\$ 335,043.00	\$ 80,825.00	\$ 254,218.00	\$ 335,043.00
	\$ 325,043.00	\$ 77,425.00	\$ 247,618.00	\$ 325,043.00
	\$ 315,043.00	\$ 74,025.00	\$ 241,018.00	\$ 315,043.00
	\$ 305,043.00	\$ 70,625.00	\$ 234,418.00	\$ 305,043.00
	\$ 295,043.00	\$ 67,225.00	\$ 227,818.00	\$ 295,043.00
	\$ 285,043.00	\$ 63,825.00	\$ 221,218.00	\$ 285,043.00
	\$ 275,043.00	\$ 60,425.00	\$ 214,618.00	\$ 275,043.00
	\$ 265,043.00	\$ 57,025.00	\$ 208,018.00	\$ 265,043.00
BASE	\$ 255,043.00	\$ 53,625.00	\$ 201,418.00	\$ 255,043.00
	\$ 245,043.00	\$ 47,025.00	\$ 198,018.00	\$ 245,043.00
	\$ 235,043.00	\$ 40,425.00	\$ 194,618.00	\$ 235,043.00
	\$ 225,043.00	\$ 33,825.00	\$ 191,218.00	\$ 225,043.00
	\$ 215,043.00	\$ 27,225.00	\$ 187,818.00	\$ 215,043.00
	\$ 205,043.00	\$ 20,625.00	\$ 184,418.00	\$ 205,043.00
	\$ 195,043.00	\$ 14,025.00	\$ 181,018.00	\$ 195,043.00
	\$ 185,043.00	\$ 7,425.00	\$ 177,618.00	\$ 185,043.00
	\$ 175,043.00	\$ 825.00	\$ 174,218.00	\$ 175,043.00
	\$ 165,043.00	\$ (5,775.00)	\$ 170,818.00	\$ 165,043.00
	\$ 155,043.00	\$ (12,375.00)	\$ 167,418.00	\$ 155,043.00
	\$ 145,043.00	\$ (18,975.00)	\$ 164,018.00	\$ 145,043.00
	\$ 135,043.00	\$ (25,575.00)	\$ 160,618.00	\$ 135,043.00
	\$ 125,043.00	\$ (32,175.00)	\$ 157,218.00	\$ 125,043.00
	\$ 115,043.00	\$ (38,775.00)	\$ 153,818.00	\$ 115,043.00

- 1 Each October 1st and September 30th after 9/30/07, the Riverview payment column only of appendix A shall be increased by the City of Wyandotte by a cost of living percent rate as determined by the County Assessor in calculating taxable values in the preceeding December. Said COLA rate will be applied to the preceeding year payment column amounts. This payment shall be made annually as long as the joint management agreement is in place.
- 2 Riverview gross revenues to be applied to this schedule are defined in the Joint Management Agreement.
- 3 First payment is advanced on 6/30/XX balance before 3/1/XX of the next calendar year.

FIRST AMENDMENT TO
TWENTY-SEVENTH DISTRICT COURT
JOINT MANAGEMENT AGREEMENT

The Twenty-Seventh District Court Joint Management Agreement is amended, effective immediately, to add the following Article IXX:

Article IXX-Work Force

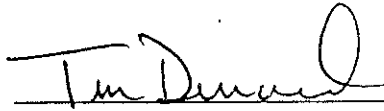
Revenue allocation for work force activity performed by defendants whose case originated in the City of Riverview shall be determined as follows:

Proceeds received from Riverview participants minus costs to provide service in the City of Riverview equals net proceeds which will be added to revenues and allocated per schedule of this Joint Management Agreement.


This Amendment is agreed to by the parties:

CITY OF RIVERVIEW

Date: 7-21-03

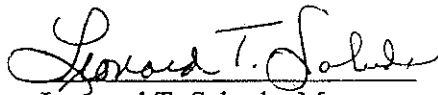
By: 
Tim Durand, Mayor

Date: 7-21-03

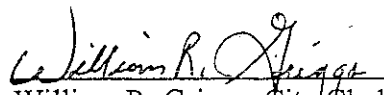
By: 
John Hajkus, City Clerk

CITY OF WYANDOTTE

Date: July 1, 2003

By: 
Leonard T. Sabuda, Mayor

Date: July 1, 2003

By: 
William R. Griggs, City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Sharon Senkowski
DEPUTY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JAMES R. DESANA
MAYOR

COUNCIL

Todd M. Browning
Sheri M.
Sutherby-Fricke
Johnny A.
Kolakowski
Joseph Peterson
Jason Ptak
Patrick J. Sutka

June 14, 2005

RESOLUTION

Director of Financial and Administrative Services
Todd A. Drysdale
3131 Biddle Avenue
Wyandotte, Michigan 48192


By Councilman Johnny A. Kolakowski
Supported by Councilmember Sheri M. Fricke

RESOLVED by the City Council that Council CONCUR with the recommendation of the Director of Financial and Administrative Services to adopt the Second Amendment to the Twenty-Seventh District Court Joint Management Agreement and , authorizes the Mayor and City Clerk to sign said amendment.

YEAS: Councilmembers Browning Fricke Kolakowski Peterson Ptak
NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy 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 June 13, 2005.


Maria Johnson
Deputy City Clerk

CC: Judge Kalmbach

**SECOND AMENDMENT TO
TWENTY-SEVENTH DISTRICT COURT
JOINT MANAGEMENT AGREEMENT**

The Twenty-Seventh District Court Joint Management Agreement is amended, effective May 1, 2005, to amend the following Articles:

Article III – Operation of Court

Annual Appropriation to City of Riverview

In exchange for all revenues being directed to the City of Wyandotte, the City of Wyandotte shall make an annual appropriation to the City of Riverview from the Wyandotte General Fund. Said payment is based upon the audited gross revenue statement of the member municipalities as defined in the annual audit section of this agreement. Riverview's total gross revenues would be applied to Appendix A of this Joint Management Agreement to determine the payment to Riverview. For the period From January 1, 2003, through September 30, 2003, refer to Appendix C of this Joint Management Agreement.

There will be a payment on 6/30/XX each year from the City of Wyandotte to the City of Riverview. This payment will equal \$53,625 on 6/30/03, \$71,500 on 6/30/04 **and thereafter.**

Estimated Payments to the City of Riverview

There shall be a second and final payment for the balance owed to the City of Riverview or back to the City of Wyandotte within 30 days after the annual audit of the City of Wyandotte but no later than 3/1/XX. This second payment will adjust the total amount distributed to the City of Riverview or back to the City of Wyandotte to the level specified on Appendix A of this agreement based on the gross revenues recorded for the City of Riverview. For the period beginning on January 1, 2003, through September 30, 2003, Appendix C will be used to calculate the second payment amount.

Failure to make final payment to the City of Riverview or back to the City of Wyandotte on or before 3/1/XX after the end of the fiscal year ending 9/30/XX shall result in a 1.5% per month interest charge and reimbursement of all City of Riverview/City of Wyandotte legal fees (if necessary) until payment is received by the Municipality due payment.

Annual Audit

The District Court shall be audited in accordance with PA 2 of 1968 or **utilizing alternative procedures mutually agreed upon by all member municipalities** and a copy of the independent audit shall be forwarded to all member Municipalities and the State of Michigan as required by State law. The City of Wyandotte must annually forward a copy of their independent audit of the operating fund (presumably the General Fund) that accounts for District Court revenues and expenses to the City of Riverview.

Separate Audited Revenue Schedule

There shall also be a separate audited revenue schedule that presents the actual gross revenues earned by the 27th District Court. The schedule of gross revenues shall breakdown those tickets and associated gross court fee revenues from Riverview and other member municipalities. From this schedule, the gross revenues earned by Riverview is applied to the **Appendix A** table and the amount due Riverview (or owed back to Wyandotte) is calculated. Payment timetables are listed above.

Riverview revenues are defined as all ticket revenues generated within the legal boundaries of the City of Riverview including weigh-master, parking and traffic; civil infraction, criminal and other ticket generated revenues **except for funds derived from the application of the technology assessment ordinance**. Further, Riverview revenues include the normal court costs assessed by the District Court that are normally associated with the tickets written in the City of Riverview.

Also included in Riverview gross revenues are all associated probationary fees or caseload fees generated from Riverview tickets/citations. Further, any other charge known and unknown at this time that is associated to a ticket generated in the City of Riverview by the Riverview Police Department or other police department working jointly with the City of Riverview Police Department shall also be included in Riverview gross revenues **except for those specifically excluded above**.

Any other special law enforcement revenues, including DRANO, earned by the Municipalities shall not be governed by this agreement. **Those other special law enforcement revenues and the technology fee assessment excluded above** will be kept by the Municipality who earned said monies.

This Amendment is agreed to by the parties:

Date:

June 6, 2005

Date:

June 6, 2005

CITY OF RIVERVIEW

By:

Tim Durand

Tim Durand, Mayor

By:

Judith A. Bratcher

Judith A. Bratcher, City Clerk

CITY OF WYANDOTTE

By:

James R. DeSana

James R. DeSana, Mayor

By:

William R. Griggs

William R. Griggs, City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

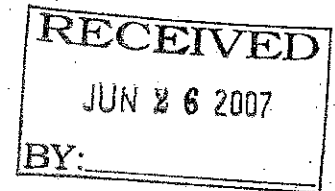
Colleen A. Keehn
CITY ASSESSOR



JAMES R. DESANA
MAYOR

COUNCIL

Todd M. Browning
Sheri M. Sutherby-Fricke
Johnny A. Kolakowski
Joseph Peterson
Jason Ptak
Patrick J. Sutka



June 19, 2007

RESOLUTION

Todd A. Drysdale
Director of Financial and Administrative Services
3131 Biddle Avenue
Wyandotte, Michigan 48192


By Councilman Patrick J. Sutka
Supported by Councilman Johnny A. Kolakowski

RESOLVED by the City Council that Council CONCURS in the recommendations of the Director of Financial and Administrative Services as set forth in his communication of June 12, 2007 to adopt the Third Amendment to the Twenty-Seventh District Court Joint Management Agreement as outlined in said communication.

YEAS: Councilmen Browning Kolakowski Peterson Ptak Sutka
NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy 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 June 18, 2007.


Maria Johnson
Deputy City Clerk

CC: Judge Kalmbach

**THIRD AMENDMENT TO
TWENTY-SEVENTH DISTRICT COURT
JOINT MANAGEMENT AGREEMENT**

The Twenty-Seventh District Court Joint Management Agreement is amended, effective June 1, 2007 to amend the following Articles:

Article II -- Board of Directors

Meetings

The Board shall meet a minimum of once every six months per year beginning with January of 2003. This meeting shall occur ~~The Board shall also have one additional meeting no later than 120 days after fiscal year end~~ **60 days after the issuance of the report on the results of the agreed upon procedures or financial statements.** Said meeting will be used exclusively to discuss the fiscal year end of the District Court Operation and review all audited financial statements of the District Court. **Additional meetings of the Board can be called by the Board, if necessary.**

Article III – Operation of Court

Appropriation

~~The Chief Judge shall be responsible for developing an operating budget no later than March 15th each year to be approved by the 27th District Court Board of Directors. Said operating budget shall then be presented to the member Municipalities no later than April 15th of each year for their consideration. Approval of the operating budget shall be required by all member Municipalities prior to fiscal year operation on October 1st.~~

Annual Appropriation to City of Riverview

In exchange for all revenues being directed to the City of Wyandotte, the City of Wyandotte shall make an annual appropriation to the City of Riverview from the Wyandotte General Fund. Said payment is based upon the audited gross revenue statement of the member municipalities as defined in the annual audit section of this agreement. Riverview's total gross revenues would be applied to Appendix A of this Joint Management Agreement to determine the payment to Riverview. For the period From January 1, 2003, through September 30, 2003, refer to Appendix C of this Joint Management Agreement.

There will be a payment on 6/30/XX each year from the City of Wyandotte to the City of Riverview. **This payment will be calculated by applying the actual results for the first eight (8) months of the fiscal year along with an estimated amount for the final four (4) months of the fiscal year. The estimated amount will be based on historical performance or other methods deemed appropriate by the member municipalities. In the event an amount**

cannot be agreed upon, Wyandotte shall make a payment of \$71,500 to Riverview on June 30th of each year. ~~equal \$53,625 on 6/30/03, \$71,500 on 6/30/04 and thereafter.~~

Article VII Prisoner Housing

Each Municipality shall be responsible for their own prisoner housing. Riverview shall maintain Riverview prisoners. Wyandotte shall maintain Wyandotte prisoners. There shall be no charge for Riverview prisoners to be held in Wyandotte if the prisoner is required to appear before the Court. ~~If the prisoner is held for more than a eight hour period, then Wyandotte shall have the right to bill Riverview for direct costs of that prisoner after the eighth hour.~~ The City of Riverview will make an annual payment, as reasonably determined by the Board, to the City of Wyandotte for prisoner housing costs. This annual payment will compensate the City of Wyandotte for costs associated with prisoners who are held beyond eight (8) hours. Outside transportation costs, if any, will be directly billed to the City of Riverview.

This Amendment is agreed to by the parties:

Date: 7-16-07

Date: July 16, 2007

CITY OF RIVERVIEW

By: Tim Durand
Tim Durand, Mayor

By: Judith A. Bratcher
Judith A. Bratcher, City Clerk

CITY OF WYANDOTTE

Date: _____

Date: June 19, 2007

By: James R. DeSana
James R. DeSana, Mayor

By: William R. Griggs
William R. Griggs, City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 5

ITEM: Lease of Property-3200 Biddle (4th Floor) and 8th & Grove Street

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Since 2000, the City has owned approximately twenty-five (25) acres (4200 8th Street) and has been actively marketing the property for development since 2006 when a proposed gas-fired electrical generation plant failed to become a reality. In addition, the City has been actively marketing the fourth (4th) floor of the City Hall at 3200 Biddle since mid-2015 when the tenants vacated the space. Attached you will find an Agreement between the City and Simeon Investment Company that serves to return this property to the tax rolls via a long-term (99 year) lease of both properties. In exchange, the City will receive the property at 3627-3665 11th Street which will be conveyed to the Department of Municipal Services for \$500,000.

STRATEGIC PLAN/GOALS: To advocate for economic development and be financially responsible.

ACTION REQUESTED: Approve the Agreement and Lease Agreements for the approximately 25 acres at 4th and Grove and for the 4th floor of 3200 Biddle Avenue with Simeon Investment Company and authorize the Mayor and City Clerk to sign the documents

BUDGET IMPLICATIONS & ACCOUNT NUMBER: City will receive \$500,000 to be placed in the Public Improvement Fund (401). The Department of Municipal Services will receive 3627-3665 11th Street.

IMPLEMENTATION PLAN: City Administrator will ensure that the property at 3627-3665 11th Street is quit-claimed to the City by December 31, 2019, and receive payment from WDMS. The City Administrator will also continue to work with Simeon Investment Company to execute the leases on March 31, 2020.

LIST OF ATTACHMENTS:

1. Agreement - 3627-3665 11th Street
2. Lease Agreement - 25 acre
3. Lease Agreement - 3200 Biddle

RESOLUTION

Item Number: #5
Date: December 16, 2019

RESOLUTION by Councilperson _____

City Council acknowledges the receipt of the correspondence from the City Administrator regarding the lease of property at 4200 8th Street (approximately 25 acres) and 3200 Biddle Avenue (4th Floor) for 99 years to Simeon Investment Company and

Concurs with the recommendation and

Further, authorizes the Mayor and City Clerk to execute the Agreement to receive 3627-3665 11th Street in exchange for the leased property and

Further, authorizes the Mayor and City Clerk to execute two separate leases for the 25 acres and the 4th floor of 3200 Biddle effective March 31, 2020 and

Finally, instructs the City Administrator to collect \$500,000 from the Wyandotte Department of Municipal Services and deposit the funds in the City's Public Improvement Fund for the rights to utilize 3627-3665 11th Street for purposes of the WDMS.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

AGREEMENT

WHEREAS the **CITY OF WYANDOTTE (“City”)** of **3200 Biddle, Wyandotte, Michigan 48192** is the owner of the following parcels of land:

1. 3200 Biddle, Wyandotte, Michigan consisting of a four (4) story building, and;
2. Twenty-five (25) acre site of vacant land as described in Exhibit A. (8th and Grove Street).

WHEREAS the City is seeking development of these properties by a for profit business to generate ad valorem property taxes.

WHEREAS Simeon Investment Company (“Simeon”) for 3099 Biddle Avenue, Suite 310, Wyandotte, Michigan 48192 is the owner of 3627-3665 11th Street, Wyandotte, Michigan has indicated a willingness to enter into a long term lease with the City for the 4th floor of 3200 Biddle for the purpose of constructing residential units to be leased by upon completion and the twenty-five (25) acre site for the purpose of conducting business of a commercial or industrial nature as allowed by the current City Zoning Ordinance.

WHEREAS, the City has a need for 3627-3665 11th Street, Wyandotte, Michigan 48192.

NOW THEREFORE it is hereby agreed as follow:

1. City agrees to enter into two separates 99 year leases (evidenced by two separate written contracts and referred to as “City Leases”) with Simeon for the above described City owned properties which will be subject to the terms and conditions of this agreement, as well as any other terms as set forth in the City Leases as

agreed to by the Parties and required by the City. This Agreement does not contain all the material conditions for this transaction.

2. As rental for the two 99-year Leases, Simeon ("Lessee") shall convey fee simple title to 3627-3665 11th Street, Wyandotte, Michigan 48192 to the City. This rental is assigned a value of five hundred thousand (\$500,000.00) dollars and sixty (60%) percent of the value is assigned to the 25 acre lease and forty (40%) of the value is assigned to the 4th floor lease for 3200 Biddle.
3. The term of the City Leases shall be for ninety-nine (99) years.
4. The use for the 4th floor of 3200 Biddle, Wyandotte, Michigan shall be the construction of residential rental units to be placed in service within thirty (30) days of completion of construction. These units will be made available by sublet immediately upon completion of the construction.
5. The rental units shall be subject to ad valorem property taxation in the same amount and to the same extent as though the Lessee or User owned the property.
6. The use of the Twenty-five (25) acre site shall be for the purpose of operating one or more commercial or industrial businesses allowable under the City's current Zoning Ordinance and which do not violate any deed restrictions or express conditions set forth in the deed from BASF Corporation to the City of Wyandotte dated December 21, 2000.
7. The use of the twenty-five (25) acre site shall always be used in connection with a business conducted for profit and the Lessee or User of the real property is subject to ad valorem property taxation in the same amount and to the same extent as though the Lessee or User of the property owned the real property.

8. **Consideration.** Lessee acknowledges that City is agreeable to a ninety-nine (99) year lease for the City Leases provided the lease premises generate ad valorem property taxes. It is a requirement of each lease that in the event any portion of the leased premises becomes tax exempt, Lessee shall be responsible to pay to City full reimbursement for the lost tax revenue for the remainder of the lease, in addition to the agreed upon rental as set forth in Paragraph 2.
9. **Assignment.** The City Leases may be assigned and sublet. However, Tenant's right to sublease to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.
10. **Maintenance and repairs.** Lessee shall be responsible for all maintenance and repairs of the leased premises.
11. **Insurance.** Lessee will be required to obtain and maintain insurance for the leased premises as required by the City, including City being named as additional insured.

12. **Indemnification.** Lessee shall indemnify City against any and all claims arising from the use and occupancy of the leased premises which arise out of the Tenant's, or the Tenant's Sub-Tenant's, or agent's action after the Commencement of the City Leases.
13. **Default.** In the event any of the leased premises become tax exempt for any reason and Lessee fails to reimburse City for the loss of ad valorem taxes as required by the City Leases, the Lessee shall be in default of the City Leases.
14. **Alteration and Improvements.** Lessee must obtain City's written consent for any alterations or improvements to the leased premises. Tenant and its consultants shall use their best efforts to separate all utilities servicing the newly constructed residential units. If this is not economically possible, Landlord shall provide those utilities which cannot be separated upon a fee basis to be agreed-upon prior to the commencement of the lease.
15. **Sublease.** Lessee is authorized to sublet the leased premises (subject to Paragraph 9) provided that the sublessee complies with all the terms of the lease.
16. **Tenants.** May use stairwells and elevator at 3200 Biddle, Wyandotte, Michigan.
17. **Parking.** The lease shall include two parking spaces per unit constructed and Tenant shall have the right to build covered or garage parking at its sole expense over those spaces. The location of the parking spaces shall be agreed-upon prior to the execution of the Lease as set forth in Exhibit B.
18. **Lease Expiration.** At the conclusion of the 99-year lease term for the City Leases, the lease premises will revert to the City and the lease will automatically expire. Upon the expiration of the lease, any assets installed on the property will become

the property of the Landlord without a reimbursement payment to the Tenant for assets reverting to the City. However, at least one year prior to the expiration of the lease term, Landlord and Tenant shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, tenant shall have an option to renew the leases upon identical terms and conditions except that the lump sum rental for the 25 acres will be three-hundred thousand (\$300,000.00) dollars and two-hundred thousand (\$200,000.00) for the 4th floor of 3200 Biddle as adjusted upward each year for each lease subsequent to the date of this lease for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the lease rate for the renewal of the 25 Acres Lease exceed six-hundred thousand (\$600,000.00) and in no event will the lease rate for the renewal of the 4th floor of 3200 Biddle Lease exceed four-hundred thousand (\$400,000.00). The increased rental for any renewal must be paid in full at the commencement of any renewal. The renewal would be for an additional 99 years at the conclusion of the term of the renewal lease, the property and assets which have been constructed thereon will revert to the landlord.

19. With respect to the lease premises on the 4th floor at 3200 Biddle Avenue, it is understood that extensive investigation and research must occur to ensure that all work can be completed in a manner which is safe and as least intrusive as possible to the City Offices located below. All research, planning, architectural plans and studies shall be conducted at Tenant's sole expense. All construction once

initiated, shall be conducted in a manner which is consistent with al State and City zoning and building code requirements.

20. **Condition of Property.** Landlord agrees to provide the vacant lot to the Tenant in its current condition and the 4th floor with a white box interior and a clear span (no drop ceiling or interior walls) so that tenant can divide the property as desired and build multiple units in a number not to exceed eight in total.
21. If for any reason prior to the execution of the Lease for the 4th floor, the Tenant or Tenant's financial institution determines that the construction cannot be completed in a manner which is consistent with the safety standards, budget and general intent of the parties, Tenant can terminate the agreement and proceed with the rental of the 25 acres exclusively for the total consideration of three-hundred thousand (\$300,000.00) dollars.
22. **Right of First Refusal.** In the event the City of Wyandotte elects to relocate its City Offices from one or more of the first three floors located in 3200 Biddle, Tenant shall have the right to first refusal to rent the floors which are going vacant on terms and conditions identical to any offer received. In the alternative, if the City decided to sell the entire property to an unrelated third party (not a City owned entity) for any reason, Tenant shall have the right of first refusal to buy the building and land on identical terms and conditions as any disinterested third party.
23. This agreement is contingent upon City and Simeon being satisfied with the environmental condition of the properties. Prior to closing, each Party agrees to provide to the other all environmental information in each Party's possession

regarding the environmental condition of the properties that are the subject of this agreement.

24. This agreement is subject to City Council Approval.

25. **Title Insurance.** Each party is responsible to pay the cost of any Title Insurance that may be obtained for the benefit of the said party and Simeon is responsible to pay the cost of any required Transfer Tax.

26. **Storage.** The Lease for 3200 Biddle will provide a designated area for Lessee's storage.

[Signature Page Follows]

Signed by:
Simeon Investment Company

Signed by:
City of Wyandotte

Joseph S. Daly
President
Dated: _____

The Honorable Joseph R. Peterson
Mayor
Dated: _____

City of Wyandotte

Lawrence Stec
City Clerk
Dated: _____

Exhibit A

Lots 1 to 35 inclusive also adjacent vacated alleys and street 60 feet West South Detroit Subdivision Block 72, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also Easterly part of Lots 1 to 12 inclusive also Easterly part of Lots 16 and 17 also Lots 18 to 35 inclusive also adjacent vacated alleys and streets South Detroit Subdivision Block 73, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also part of Southwest 1/4 Fractional Section 32 said parcel described as beginning South 89 degrees 43 minutes 00 seconds East 829.21 feet along South line of Section 32 and North 14 degrees 37 minutes 11 seconds East 86.65 feet, and North 55 degrees 03 minutes 40 seconds East 217.37 feet, and North 14 degrees 37 minutes 11 seconds East 1334.62 from Southwest corner of Section 32 thence North 14 degrees 37 minutes 11 seconds East 1104.16 feet thence North 89 degrees 56 minutes 09 seconds East 865.24 thence South 14 degrees 37 minutes 11 seconds West 1576.10 feet thence North 75 degrees 22 seconds 49 minutes West 542.31 thence North 14 degrees 39 minutes 06 seconds East 252.61 feet thence North 75 degrees 22 minutes 49 seconds West 294.81 point of beginning 26.46 acres K=26.46



PROPERTY
MANAGEMENT
Design
&
Development

PROJECT NAME:

WINDSOR HILL
3000 BROAD AVENUE
WINDSOR, MA

SHEET TITLE:

SITE PLAN

PROJECT NO. 01-000



DATE: 01/01/01
BY: J. J. J. J.
CHECKED BY: J. J. J. J.
APPROVED BY: J. J. J. J.

DATE: 01/01/01

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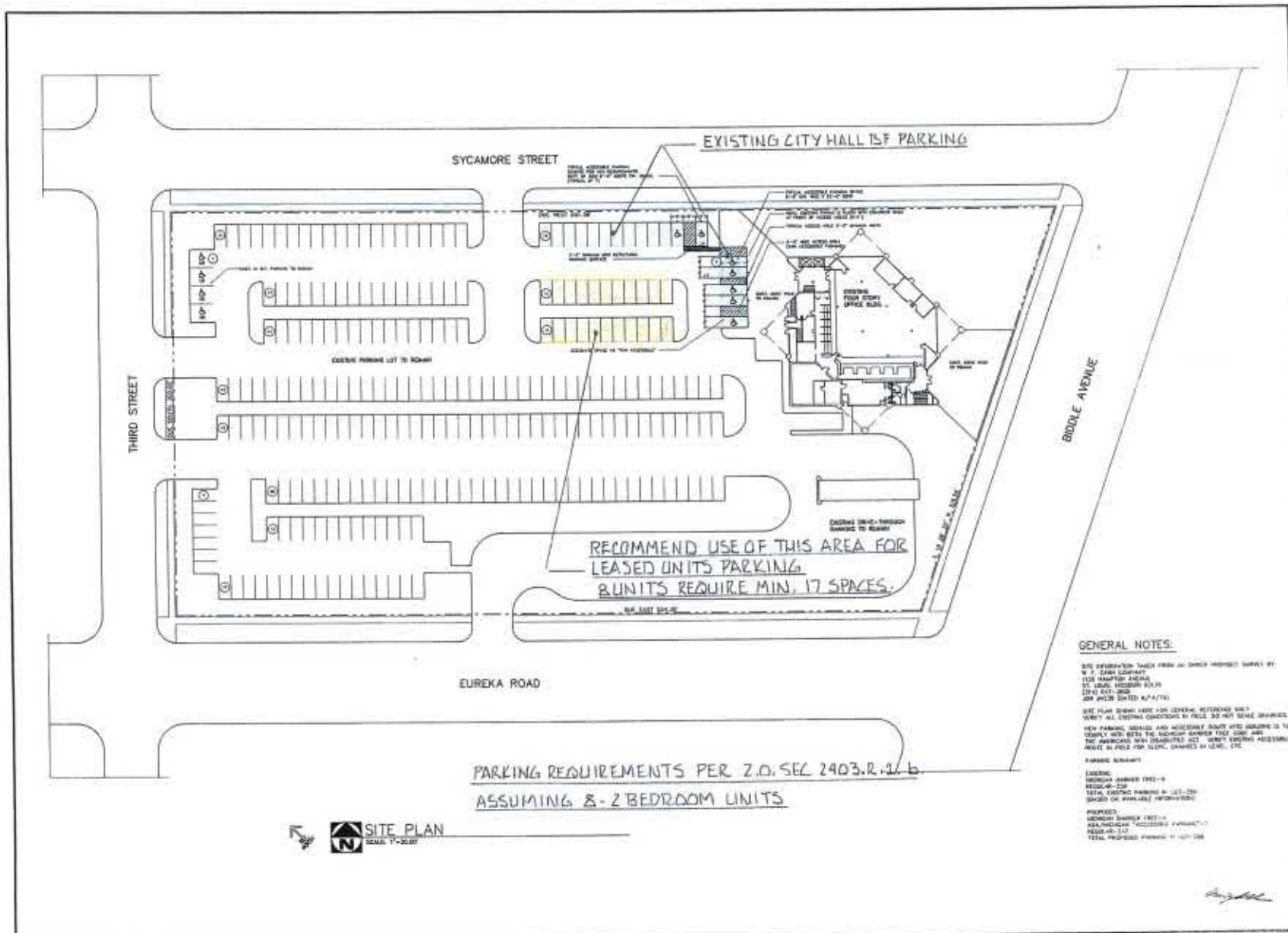
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DATE: 01/01/01

Exhibit B



LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of **March 31, 2020** (the "Effective Date") by and between the **CITY OF WYANDOTTE**, a Michigan municipal corporation, as Lessor of 3200 Biddle, Wyandotte, Michigan, and **SIMEON INVESTMENT COMPANY** of 3099 Biddle, Suite 310, Wyandotte, Michigan 48192 existing under the laws of the State of Michigan, as Lessee.

RECITALS:

WHEREAS, the Lessor has been duly organized pursuant to the provisions of the Michigan Constitution, Home Rule Cities Act and other Laws of the State of Michigan; and

WHEREAS, Lessor owns certain land consisting of approximately 25 acres situated in the City of Wyandotte, Wayne County, Michigan; and

WHEREAS, after careful study and investigation the Lessor, pursuant to a resolution duly adopted, has agreed to enter into this lease agreement (the "Lease Agreement"), dated as of the date first written above, with the Lessee for the rental of three-hundred thousand (\$300,000.00) dollars, pursuant to which the Lessor agrees to lease the real property owned by the Lessor for the exclusive use and occupancy of the Lessee for the purpose of operating one or more commercial or industrial business allowable under the City's current ordinance and which use does not violate any deed restrictions or express conditions set forth in the deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee dated December 21, 2000; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Lessor and the Lessee agree as follows

ARTICLE 1 DEFINITIONS

"Ad Valorem Property Taxes" Taxes levied on the real and personal property related to the Leased Premises pursuant to "The General Property Tax Act", as may be amended (MCL 211.1 et seq.).

“Event of Default” means any of the events described in Section 9.1 hereof.

“Lease” or **“Lease Agreement”** means this Lease Agreement as it now exists and as it may hereafter be amended in accordance with its terms.

“Lease Term” or **“Term”** means the duration of the leasehold interest created by this Lease as specified in Section 4.1 hereof.

“Leased Premises” or **“Premises”** means the real estate and interests in real estate shown on Exhibit A attached hereto and by this reference made a part hereof and the non-exclusive right to use those areas identified thereon as easement areas (if any) for purposes of ingress and egress and utility access to and from the Premises.

“Leasehold Mortgage” means the lien, priority and security title of any encumbrance of Lessee’s interest in this Lease Agreement as security for any indebtedness Lessee may incur, whether by deed to secure debt, mortgage, deed of trust or other security instrument (the owner or owners or holder or holders of all or any of which hereinafter referred to as “Leasehold Mortgage”).

“Lessee” means Simeon Investment Company, and subject to the terms herein, its successors and assigns, including any surviving, resulting or transferee entity as provided herein.

“Lessor Indemnitee” means the City of Wyandotte, its elected and appointed officials, all city employees and the city’s vendors and contractors.

“Permitted Use” means the purpose of operating one or more commercial or industrial business allowable under the City’s current ordinance and which use does not violate any deed restrictions or express conditions set forth in the deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee dated December 21, 2000.

“Person” means an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

“Prime Rate” means the prime lending rate as reported in The Wall Street Journal on the first Business Day of each calendar quarter.

“Taxes” means all ad valorem real and personal property taxes related to the Leased Premises, the improvements and buildings to be constructed thereon, the leasehold estate created hereby, all of Lessee’s equipment, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, excise, property, sales transfer, franchise, payroll, withholding, social security, gross receipts, license, stamp, occupation, employment or other taxes, including any interest, penalties or additions attributable hereto.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the Lessor. The Lessor makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessor is a Michigan municipal corporation, created and validly existing pursuant to laws of the State of Michigan. Under the provisions of the Lessor's Charter, ordinances and Michigan Law, the Lessor has full power to execute and deliver the Lease and to enter into the transaction contemplated thereby and to perform and observe its obligations contained therein. The Lessor has duly and validly taken all action of the City Council as may be required to be taken for the due and proper authorization, execution and delivery of the Lease and authorization of the transactions contemplated thereby.
- (b) **Execution and Delivery.** Lease has been duly authorized, executed, and delivered by the Lessor, and constitute a valid and legally binding obligation of the Lessor.
- (c) **No Conflicts.** The execution, delivery and performance by Lessor of the Lease and the consummation of the transactions contemplated thereby will not (i) conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration under, any mortgage, deed of trust, bond ordinance, loan agreement or other material agreement, ordinance, resolution or instrument to which Lessor is a party or by which Lessor is bound or to which any of the property or assets of Lessor is subject, or (ii) result in any violation of its Charter or ordinances or resolutions.

Section 2.2. Representation and Warranties by the Lessee. The Lessee makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessee is a Michigan Corporation duly organized and validly existing under the laws of the State of Michigan and (ii) is duly qualified to do business in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own, lease or hold its property and to conduct the business in which it is now engaged or proposed to be engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect.
- (b) **Agreement is Legal and Authorized.** The Lessee has full right, power and authority to execute and deliver the Lease and to perform its obligations thereunder, and all membership action required to be taken for the due and proper authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been duly and validly taken.

- (c) **Execution and Delivery.** The Lease has been duly authorized, executed and delivered by the Lessee, and constitute a valid and legally binding obligation of the Lessee enforceable against it in accordance with the terms thereof, except to the extent limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally, and by general equitable principles (whether considered in a proceeding in equity or at law).
- (d) **Compliance with Other Agreements.** The execution, delivery and performance by the Lessee of the Lease and the use allowed by the Lease will not (i) conflict with or result in a breach or violation of any of the terms or provisions of , or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Lessee pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Lessee is a party or by which the Lessee is bound or to which any of the property or assets of the Lessee is subject, (ii) result in any violation of the provisions of the Lessee's By Laws or operating agreement or (iii) result in any violation of any statute or any judgement, order, decree, rule or regulation of any Governmental Authorities, in each case which could be Material Adverse Effect.
- (e) **Government Consents.** All governmental approvals to be obtained by, in the name of, or on behalf of the Lessee in connection with the due execution, delivery and performance of the Lease has been duly obtained or made, are validly issued and in full force and effect. The Lessee is in compliance with all such governmental approvals, except to the extent that noncompliance could not reasonably be expected to result in a Material Adverse Effect on Lessor.
- (f) **Litigation.** There are no legal or governmental proceedings pending to which the Lessee is a party or of which any property or assets of the Lessee are the subject which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Lessor; and to the best of the Lessee's knowledge, no such proceedings are threatened by governmental authorities or others.
- (g) **No Default.** The Lessee is not (i) in violation of its by-laws or other organizational documents, (ii) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in the Lease.

ARTICLE 3
LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1. Lease of the Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby Leases from the Lessor, the Leased Premises at the rent set forth in Section 4.3 hereof and in accordance with the provisions of this Lease for the permitted use as defined in this Lease and for no other purpose.

Section 3.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein and upon performing and observing the covenants, conditions, and agreement hereof in all material respects, shall and may peaceably hold and enjoy the Leased Premises during the Lease Term, subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any person lawfully claiming by or through Lessor. The foregoing covenant is in lieu of any other covenant express or implied.

Section 3.3. AS IS. Lessee acknowledged that it is accepting the Leased Premises on an "AS IS WHERE IS" basis. Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Leased Premises. Lessee also acknowledge that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Leased Premises or with respect to the suitability of any of the foregoing for the conduct of Lessee's business.

Section 3.4. Title to Leased Premises. Lessor warrants that it has good and marketable fee title to the Leased Premises (subject to the Deed restrictions and express conditions set forth in the Deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee, dated December 21, 2000), free and clear of any lien (including, without limitation, any lien associated with any tax), encumbrance, mortgage, claim, pledge, security interest, option, warrant or other rights of any kind or securities convertible or exchangeable for, or which otherwise confer on the holder thereof, any right to acquire any ownership interest in the Leased Premises, or any other restriction whatsoever, except as may be set forth on any title commitment obtained by Lessee, the effect of which would impair the leasehold estate granted Lessee under this Lease. Lessor shall provide such documents as are reasonably required for Lessee's title insurer to issue a leasehold title policy, including an owner's affidavit.

ARTICLE 4
EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 4.1. Effective Date of this Lease; Duration of Lease Term.

- (a) This Lease shall become effective upon the Effective Date. The leasehold interest created by this Lease shall then begin, and, subject to the other provisions of this Lease shall expire at midnight on the date which is ninety-nine (99) years from the effective date (the "Term" or "Lease Term").
- (b) At the conclusion of the 99-year lease term, the lease premises will revert to the Lessor and the lease will automatically expire (unless the Parties agree in writing otherwise or Lessee exercises its option in a timely manner). Upon the expiration

of the Lease, any assets installed on the property will become the property of the Lessor without a reimbursement payment to the Lessee for assets reverting to the Lessor. However, at least one year prior to the expiration of the lease term, Lessor and Lessee shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, Lessee shall have an option to renew the lease upon identical terms and conditions except that the lump sum rental amount shall be a total of three-hundred thousand (\$300,000) dollars as adjusted upward each year subsequent to the date of this Lease for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the rental amount exceed six-hundred thousand (\$600,000.00) dollars if the Lessee exercises the option to renew. The rental for any renewal must be paid in full at the commencement of the renewal. In the event the Tax Act is amended and no longer provides for an inflation rate, the parties agree to use a compatible method as agreed upon by the parties to determine the increase by inflation. The rental is payable in full at the commencement of the option and the renewal term will be for an additional 99 years from the date of the original expiration date. Lessee must provide written notice to Lessor in writing at least ninety (90) days prior to the conclusion of the Lease if Lessee intend to exercise this option. At the expiration of the option term (if exercised by Lessee), the properties and the assets which have been constructed thereon will revert to the Lessor.

Section 4.2. Delivery and Acceptance of Possession. The Lessor agrees to deliver to the Lessee sole and exclusive possession of the Leased Premises on the Effective Date of this Lease and the Lessee agrees to accept possession of the Leased Premises upon such delivery. Lessor has provided the following documents to Lessee concerning the condition of the property;

- Deed from BASF (Grantor) to Lessor (Grantee)
 - Dated December 21, 2000
- Purchase agreement dated December 21, 2000 between BASF and Lessor
- See Exhibit B – List of Environmental Reports

Section 4.3. Base Rent. Lessee shall convey fee simple title to Lessor by Warranty Deed for 3627-3665 11th Street, Wyandotte, Michigan and sixty (60%) percent of the value (\$300,00.00) is the rental for this Lease.

Section 4.4. Obligations of Lessee Hereunder Absolute and Unconditional. The obligations of the Lessee to fulfill the rental required in Section 4.3 hereof and to perform and observe the other agreements on its part contained herein shall be for purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform such obligations and agreements.

Section 4.5. Surrender at End of Term; Holdover. At the end of the Lease Term, unless otherwise agreed, Lessee shall remove all personal property, fixtures, leasehold improvements and equipment (but not the foundation or structure) from the Leased Premises (unless specific items are requested by Lessor to remain) and shall leave the Leased Premises in a state reasonably comparable to the condition which existed at the commencement of this Lease Agreement. Any holding over by Lessee beyond the Lease Term or sooner termination of this

Lease, shall not extend the Lease Term but otherwise shall be upon and subject to all the terms and conditions of this Lease, except that base rent shall be an amount of ten thousand (\$10,000.00) dollars for each month and for each portion of any month during which Lessee holds over in the Premises, in addition to any other rights or remedies Lessor may have hereunder or at law. This Section is not intended to authorize or permit Lessee to hold over under any circumstance. This provision shall survive the expiration of the Lease Term or sooner termination of this Lease.

ARTICLE 5

TAXES; INSURANCE AND OTHER LESSEE CHARGES

Section 5.1. Taxes and Other Governmental Charges.

- (a) All Taxes accruing on the Leased Premises and/or arising out of the operating of Lessee's business on the Leased Premises during the Term hereof after shall be paid on a timely basis by Lessee.
- (b) If Lessee fails to timely remit Taxes notwithstanding that Lessor has timely forwarded or has caused to be forwarded all pertinent tax bills directly to Lessee or its designee, Lessee shall be fully liable for all interest and penalties reasonably chargeable to its failure to perform as required in this Lease. Further, in the event Lessee fails to timely remit Taxes at any time during the Lease Term resulting in the imposition of any interest penalties or any other penalties, Lessor, at its option, may require Lessee to pay taxes in escrow on a monthly basis. If required by Lessor, Lessee shall make an additional payment to Lessor, of a sum which, will provide Lessor with funds sufficient to pay all such Taxes at least one month prior to the earlier of (i) the date such Taxes become delinquent, or (ii) the latest date such Taxes could be paid with the greatest available discount, if any. If at any time Lessor shall determine that the amount of such payments made by Lessee is insufficient to accomplish the purpose of this Section, Lessee shall pay, immediately upon request, the amount of the deficiency to Lessor. If at any time during the Lease Term Lessor shall have advanced funds for the payment of such Taxes, Lessee shall remit to Lessor, immediately upon request, the funds so advanced. No payments made by Lessee to Lessor shall earn interest for the benefit of Lessee while held by Lessor. Nothing in this Article shall be deemed to limit any right or remedy to Lessor under any provision of this Lease or any statute or rule of law to pay any of such Taxes and to collect from Lessee as additional rent the amount so paid, together with interest at the rate specified in this Lease Agreement. Notwithstanding anything herein to the contrary, nonpayment by Lessee of Taxes as and when due shall be an Event of Default under this Lease.
- (c) The Lessee may, at its own expense and in its own name and behalf, in good faith contest any taxes, assessments and other charges. In the event of any such contest, unless otherwise allowed by Law, Lessee shall pay the taxes,

assessments and other charges so contested during the period of such contest and any appeal therefrom, and all refunds received from such contest, including interest, shall be to the account of the Lessee. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may with the consent of Lessee's lenders (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee under this Agreement.

- (d) It is a requirement of the lease that the entire Leased Premises generate Ad Valorem property taxes for the life of the Lease. In the event the Leased Premises (or any portion thereof) become tax exempt for any reason, Lessee shall be responsible to pay to Lessor on an annual basis full reimbursement for the lost tax revenue for the remainder of the Lease. Any reimbursement payment will be due on the tax due dates. The computation of the Lost Tax Revenue will be based upon the previous year's tax revenues and will increase each year remaining on the Lease at the rate of inflation as allowed by "The General Property Tax Act as may be amended. In the event a court of law determines this provision unenforceable, and the parties do not reach an agreement for reimbursement to the Lessor for the lost tax revenue, Lessor may terminate this Lease by providing Lessee one year's notice to terminate.

Section 5.2. Insurance.

- (a) Lessee shall maintain during the Lease Term the following insurance policies:
 - (a) General or public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the streets and alleys adjoining the Premises, affording protection of at least \$2,000,000 (as adjusted upward each year of the Lease including any renewal by using the Consumer Price Index, or the most nearly comparable successor index to reflect and correspond with the yearly rate of inflation), single limit per occurrence of loss or damage. Such insurance shall list Lessor as an additional insured;
 - (b) Fire and extended coverage insurance for the Improvements in an amount equal to the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings);
 - (c) worker's compensation and employer's liability as required under applicable law. Such policy shall show Lessee and Lessor as insureds and shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor. Such policy shall include a waiver by the insurer of all rights of subrogation against the Lessor, its directors, officers, managers, employees, or representatives, which arises or might arise by reason of any payment under such policies, or by reason of any act of omission of Lessor, its directors, partners, officers, managers, employees or representatives. Any deductibles under any such policies shall not exceed \$10,000.00. Lessor reserves the right to increase the insurance limits during the term of the Lease. Any increase will be reasonably related to

any increase of risk to Lessor for any reason, including such factors as inflation, etc.

- (b) All such insurance required to be maintained by Lessee as specified in this Article 5.2 shall also meet the following additional requirements: (a) All such insurance shall be effected at Lessee's expense under valid and enforceable policies issued by instance companies licensed in the State of Michigan and much possess a minimum policyholders rating of "A" and a financial category no lower than "X"; (b) Certificates of insurance providing evidence of such coverage shall be delivered by Lessee to Lessor thirty (30) days prior to the commencement of the Lease, and similar replacement certificates shall be delivered by Lessee to Lessor at least thirty (30) days prior to the expiration dates of expiring policies; (c) All such insurance shall contain an agreement by the insurer that such polices shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor; and (d) If Lessee does not provide such evidence to Lessor of Valid liability insurance coverage and Lessor notifies Lessee of such failure and Lessee fails to remedy same within thirty (30) days after the date of such notice, then Lessor, at its option, may provide said coverage. The cost thereof will be charged to Lessee as additional rent immediately due and payable. All such insurance shall be written on an occurrence basis.

Section 5.3. Wavier of Subrogation. Each policy of insurance provided for in Section 5.2 and any insurance carried by Lessor relating to the Leased Premises or Lessor's adjoining land and improvements shall contain, to the extent appropriate, a waiver of subrogation reflecting the following provisions of this Section. Lessee and Lessor each hereby expressly waives all rights of recovery which it might otherwise have against the other under this Lease to the extent that such loss or damage is covered by such party's valid and collectible insurance policies, notwithstanding that such loss or damage may be caused by the negligent act or omission of Lessor or Lessee.

Section 5.4. Utility Charges. Lessee shall pay or cause to be paid all charges and taxes incurred by Lessee for or on account of water, sewer, gas, electricity, light, heat and power and for protective, telephone, and other communication services and for all other public or private utility services which may be used, rendered or supplied upon, to or in connection with Leased Premises at any time during the Lease Term. Lessor specifically disclaims any warranty that utility services furnished to the Premises will be sufficient for Lessee's intended uses. Any tap-in fees or other charges resulting from the construction of the Improvements shall be borne by Lessee. Lessee agrees that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is beyond the reasonable control of Lessor; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from paying rent or performing any of its obligation under this Lease. Furthermore, Lessor shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Lessee's business, including, without limitation, loss of profits, however occurring, through or in

connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 5 or any interruption of such utility services.

ARTICLE 6 CONDEMNATION

Section 6.1. Condemnation. In the event all or a portion of the Lease Premises is taken by the exercise of the power of condemnation or eminent domain, all eminent domain proceeds, other than those proceeds reasonably attributable to Lessor's fee interest in the Leased Premises, its interest as Lessor under this Lease Agreement, and any demolition costs it shall incur in returning the Leased Premises to the condition existing as of the Effective Date, shall be paid to the Lessee.

ARTICLE 7 SPECIAL COVENANTS

Section 7.1. Inspection of Leased Premises; Right of Access to the Leased Premises. The Lessee agrees that the Lessor, in its role as Lessor, shall have the right at all times during all hours to enter upon the Leased Premises for purposes of determining Lessee's compliance with this Lease. Except in the case of emergencies, such inspections will occur at reasonable times during normal business hours and upon prior notice. In connection with the exercise of its rights hereunder Lessor shall endeavor not to unreasonably interfere with Lessee's operations. The rights conferred upon Lessor under this Section 7.1 are separate and apart from any general police powers which Lessor may have.

Section 7.2. Special Environmental Indemnification. Lessee takes the Leased Premises subject to the Deed restrictions and express conditions contained in the Deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee dated December 21, 2000 and agrees to indemnify and save harmless the Lessor indemnitees against all claims that may be asserted by BASF Corporation or its successor against Lessor indemnitees pursuant to the terms of the above referenced Deed.

Section 7.3. Indemnification of Lessor. Lessee shall, except to the extent caused by the gross negligence or willful misconduct of any Lessor Indemnitee, indemnify and save harmless the Lessor Indemnitees against and from all third-party Claims asserted against any Lessor Indemnitees by reason of any of the following occurring during the Term:

- (a) Any work or thing done in or on the Lease Premises by Lessee, its employees, agents or contractors;
- (b) Any use, possession, occupation, alternation, repair, condition (excluding any physical condition of the Leased premises or any part thereof existing before or after the Term), operation, maintenance or management of the Leased Premises by Lessee, its employees, agents or contractors;
- (c) Any accident, injury (including death) or damage to any person or property in or on the Leased Premises, or any part thereof, or arising on the Leased Premises or arising out of the operation of Lessee's business thereon; and

- (d) Except to the extent Lessor or BASF Corporation is responsible, any violation by Lessee, its employees, agents, contractors or invitees of an Environmental Law during the Lease Term resulting in an Environmental Claim.

Notwithstanding anything to the contrary contained herein, Lessee shall not be responsible for any Environmental Claim to the extent the claim solely existed prior to the Effective Date.

Section 7.4. Liens and Charges. Lessee shall keep the Leased Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Lessee, and shall protect, defend, indemnify and hold Lessor harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Lessee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after notice by Lessor, and if Lessee shall fail to do so, Lessor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Lessor under this Lease. Nothing contained in this Lease shall authorize Lessee to do any act which shall subject Lessor's title to the Leased Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Improvements or Leased Premises arising in connection with any such work or respecting the Leased Premises not performed by or at the request of Lessor shall be null or void, or at Lessor's option shall attach only against Lessee's interest in the Premises and shall in all respects be subordinate to Lessor's title to the Lease Premises.

Section 7.5. Wind Turbines. Lessee acknowledges that Lessor shall have the right to continue to operate wind turbines on the site of the Leased Premises provided that such wind turbines do not unreasonably interfere with Lessee's operations on the Leased Premises. The parties shall endeavor to determine a mutually agreeable location for any such wind turbines on or before the expiration of the Due Diligence Period.

Section 7.6. Reclamation at End of Term. The Lessee warrants and covenants that (a) upon such date as the Lessee gives notice under Section 4.1 (b) or (b) twelve (12) months prior to the end of the Term, Lessee will demonstrate its ability to meet its obligations pursuant to Section 4.5 and/or Section 4.1 (b) of this Lease Agreement to the satisfaction of the Lessor, which satisfaction shall not be unreasonably withheld conditioned or delayed, or provide Lessor such security, in the form of letters of credit, guarantees from third parties or otherwise, as may be reasonably necessary to fulfill Lessee's obligations under Section 4.55.

Section 7.7. Covenant Regarding Use.

- (a) Lessee agrees to use the Leased Premises only for the Permitted Use together with reasonably related uses; provided, however, that with respect to the portion of the Leased Premises subject to the deed between BASF Corporation, as grantor and Lessor, as grantee, a copy of which shall be provided to Lessee on or before thirty (30) days after the Effective Date (the "Deed"), only those uses permitted under such Deed and that comply with the Zoning Ordinance shall be permitted on such portion.

- (b) Lessee shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (including but not limited to all applicable Federal, State or City regulations, ordinances and/or permitting requirements. Should any standard or regulation now or hereafter be imposed on Lessor or Lessee by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, Lessors or Lessees, then Lessee agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

Section 7.8. Repair and Maintenance. Lessee shall, at all times during the Lease Term, at its own expense, keep the Leased Premises, the Improvements, equipment, fixturing and all building and improvements at any time on the Leased Premises or servicing the Leased Premises, and the furnishings, equipment and other contents thereof, in good order, condition, and repair (and replace as same shall become worn out as reasonably required) including, without limitation, all plumbing, electrical, heating, air conditioning and any other equipment installed in or on said Leased Premises, doors, door frames, overhead doors and frames, glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, light fixtures, bulbs and tubes, and maintain the Premise in a clean, sanitary and safe condition. Lessee shall also be responsible for maintaining the landscaping on the Premises (including fertilizing) and for snow removal at the Premises.

Section 7.9. Damage or Destruction. In the event that, at any time during the Lease Term, the Improvements shall be destroyed or damaged in whole or in part by any cause whatsoever, then Lessee shall promptly give written notice thereof to Lessor and Lessee shall at Lessee's sole cost and expenses either: (i) commence the reconstruction within ninety (90) days after the occurrence of such damage or destruction and complete such reconstruction within two hundred and seventy (270) days after commencement to as good condition as existed prior to such damage or destruction and in architectural design and appearance harmonious with that which was damaged or destroyed; or (ii) cause all Improvements to be demolished and razed and all trash and debris to be removed from the Leased Premises, and all portions of the Leased Premises to be resodded or replanted so as to restore the Leased Premises to a neat and attractive condition, and this Lease Agreement shall remain in full force and effect. During the Lease Term, destruction or damage in whole or in part to the Improvements on the Leased Premises shall in no way serve to terminate this Lease Agreement and/or abate the base rent or other amounts payable under this Lease Agreement.

ARTICLE 8

ASSIGNMENT, SUBLEASEING, PLEDGING AND SELLING; AND RENT PREPAYMENT

Section 8.1. Assignment and Subleasing.

- (a) Lessee is authorized to sublet all or part of the Leased Premises. However, Tenant's right to sublease to a particular party or entity may be overridden by

the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.

- (b) This Lease may be assigned in whole or in part without the consent of the Lessor, so long as such transferee assumes the obligations of Lessee under this Lease and such transfer is not done for the purpose of circumventing Lessee's obligations under this Lease Agreement (a "Permitted Transferee"). However, Tenant's right to assign to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court. The Lessee shall, prior to such transfer furnish or cause to be furnished to the Lessor a true and complete copy of each such assignment or sublease, as the case may be, together with the instrument of assumption which shall be subject to the reasonable satisfaction of Lessor.
- (c) Lessee shall be permitted to assign Lessee's interest in this Lease Agreement for security purposes in any financing or refinancing for use of the Leased Premises only.
- (d) Notwithstanding any permitted transfer under Section 8.1 (a) - (c), Lessee shall remain liable under this Lease Agreement.

Section 8.2. Leasehold Mortgaging.

- (a) Lessee shall have the right to convey Lessee's interest under this Lease Agreement to a Leasehold Mortgagee subject to the consent of Lessor which shall not be unreasonably withheld. No Leasehold Mortgage shall be binding upon Lessor with respect to the enforcement of the rights and remedies contained herein and provided by law for the benefit of any Leasehold Mortgagee unless and until an executed counterpart of such Leasehold Mortgage shall have first been delivered to Lessor, notwithstanding any other form of notice to Lessor, actual or constructive.

- (b) If Lessor shall have received from Lessee or from a Leasehold Mortgagee written notice specifying the name and address of such Leasehold Mortgagee and requesting that Lessor give to such Leasehold Mortgagee a copy of each notice of default by Lessee at the same time as and whenever any such notice of default shall thereafter be given by Lessor to Lessee, then Lessor shall comply with such request by giving such notice, addressed to such Leasehold Mortgagee at the address last furnished to Lessor. Lessor shall accept performance by any Leasehold Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance (or prior thereto), Lessor shall be (or shall have been) furnished with evidence reasonably satisfactory to Lessor of the interest in this Lease Agreement claimed by the Leasehold Mortgagee tendering such performance.
- (c) In case of termination of this Lease Agreement by reason of the happening of any Event of Default or any other reason provided under the terms of this Lease, in addition to any required notice to the Lessee, Lessor shall give notice thereof to any Leasehold Mortgagee who shall have notified Lessor of its name and address pursuant to Section 8.2, which notice shall be addressed to such Leasehold Mortgagee at the address last furnished to Lessor. If within ten (10) days after the giving of such notice, such Leasehold Mortgagee shall pay, or assume the payment of, all rent and any and all other sums due and payable by Lessee to Lessor hereunder, as of the date of such termination, together with an amount of money equal to the amount which, but for such termination, would have become due and payable under this Lease, Lessor shall, upon the written request of such Leasehold Mortgagee made any time within sixty (60) days from the date of notice given to the Leasehold Mortgagee of such termination, execute and deliver a new lease of the Leased Premises to such Leasehold Mortgagee for the remainder of the Term, upon the same terms, covenants, conditions, limitations and agreements herein contained, including without limitation the covenants for rent, but subject to the rights, if any, of parties then in possession (actual or constructive) of all or any part of the Leased Premises; provided, however, that such Leasehold Mortgagee shall have paid to Lessor all rent and other charges due under this Lease Agreement up to and including the date of the commencement of the term of such new lease, together with all expenses, including attorney's fees, incident to the execution and delivery of such new lease, and that nothing contained herein shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Leased Premises to such Leasehold Mortgagee.
- (d) Notwithstanding anything to the contrary in the immediately preceding paragraph concerning Lessor's forbearance, Lessor shall not be precluded from exercising any rights or remedies under this Lease Agreement with respect to any other default by Lessee during any such period of forbearance.
- (e) Lessor's rights shall not be subordinated to any mortgage at any time.**

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. If any one or more of the following events shall occur and be continuing:

- (a) Lessee shall fail to pay base rent, any additional rent or other sums due under this Lease Agreement when the same becomes due and payable, and such default shall continue for a period of five (5) business days after written notice (sent by certified mail) by Lessor to Lessee; or
- (b) Lessee shall fail in the performance or observance of, or breach, any other term or provision of this Lease and such failure or breach shall continue for a period of sixty (60) days after notice by Lessor to Lessee (provided that, in the event any such failure or breach cannot, with due diligence, be cured within such sixty (60) day period, then Lessee shall have an additional period not to exceed an additional sixty (60) days to cure such failure or breach, as is reasonable under the circumstances, but only so long as Lessee diligently pursues such cure; or
- (c) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce to the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) (i) a court of competent jurisdiction shall enter an order, judgement or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (ii) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgement, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or
- (e) The Leased Premises (or any part thereof) becomes tax exempt and Lessee fails to pay to Lessor the reimbursement for lost tax revenue as required by the terms of this Lease.

Section 9.2. Remedies on Default.

- (a) Whenever any Event of Default shall have happened and be continuing and the Lessee is the defaulting party, the Lessor may take any one of the following remedial steps:

- i. re-enter and take possession of the Leased Premises without terminating this Lease and without any liability to the Lessee for such entry and repossession, and, at its option, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublease in such subleasing and the rents and other amounts payable by the Lessee hereunder,
 - ii. terminate this Lease and, at its option, lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;
 - iii. take whatever action at law or in equity appears necessary to the Lessor to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease, or to terminate the Lease or exercise any other remedies available under law or in equity;
- b. Whenever any Event of Default shall have happened, upon any such termination, Lessee shall quit and peacefully surrender its interest in the Leased Premises to Lessor, and Lessor, upon and at any time after such termination, in accordance with applicable law, may re-enter and repossess the Leased Premises, without being subject to any prosecution therefor.
- c. Whenever any Event of Default shall have happened, at any time and from time to time after such termination of this Lease, Lessor may relet the Leased Premises or any part thereof for such term or terms and on such conditions as Lessor in its discretion may determine, and Lessor may collect and receive the rents therefor.
- d. Whenever any Event of Default shall have happened, no such termination of this Lease shall relieve Lessee of its liabilities and obligations under this Lease, and such liabilities and obligations shall survive any such termination. In the event of any such termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall pay base rent and additional rent and taxes required to be paid under this Lease by Lessee up to the time of such termination. Thereafter, until the expiration of the Lease Term, Lessee shall pay to Lessor as liquidated damages for its default (a) ad valorem property taxes which would have been payable by Lessee under this Lease were it still in effect, less (b) the net proceeds of reletting, if any, effected pursuant to this Article, after deducting all reasonable expenses of Lessor in connection with such reletting including, but not limited to, brokerage commissions, the costs of

repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and Lessor's expenses of re-entry, including reasonable attorney's fees and litigation costs. Lessee shall pay such liquidated damages on the days on which base rent and additional rent and taxes would have been payable under this Lease if it were still in effect.

- e. In addition to the remedies provided above, Lessor may elect to take possession of the Leased Premises after termination of this Lease and Lessor may recover from Lessee (a) the worth at the time of award of the unpaid ad valorem property taxes which was due and unpaid at the time of such terminations; plus (b) the worth at the time of award of the amount by which the unpaid ad valorem property taxes which would have been earned after termination until the time of award exceeds the amount of such tax loss that Lessee proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid ad valorem tax and any additional tax for the balance of the Lease Term after the time of award exceeds the amount of such tax loss that Lessee proves could be reasonably avoided; and (d) any such other expenses of reletting, including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and reasonable attorney fees and litigation costs. The "worth at the time of award" of the amounts referred to in subdivisions (a) and (b) is computed by allowing interest at the lesser of 10% per annum or the maximum rate which Lessor may lawfully charge Lessee. The worth at the time of award of the amount referred to in subdivision (c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent.
- f. In addition to the remedies provided above, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree or judgment compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.
- g. In the event Lessor institutes against Lessee an action for possession, Lessee expressly waives the right to a trial by jury in any such action for possession.

Section 9.3. Agreement to Pay Attorney's Fees and Expenses. Should an Event of Default occur and the non-defaulting party employ attorneys or incur other expenses on the account of such Event of Default for collection of rents or the enforcement of performance or observance of any obligation or agreement contained herein on the part of the defaulting party, the parties agree that the non-prevailing party shall on demand therefore pay to the prevailing

party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the prevailing party.

Section 9.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. Lessor's Right To Cure Default; Payments By Lessee.

- a. All Covenants and agreements to be kept or performed by Lessee under this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any reduction of rent, except to the extent, if any, otherwise expressly provided herein. If Lessee shall fail to perform any obligation under this Lease, and such failure shall continue in excess of an express grace or cure period, unless a specific time period is otherwise stated in this Lease, Lessor may, but shall not be obligated to, make any such payment or perform any such act on Lessee's part without waiving its rights based upon any default of Lessee and without releasing Lessee from any obligations hereunder.
- b. Except as may be specifically provided to the contrary in this Lease, Lessee shall pay to Lessor, upon delivery by Lessor to Lessee of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Lessor in connection with the remedying by Lessor of Lessee's defaults; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Lessor in collecting or attempting to collect the rent or in enforcing or attempting to enforce any rights of Lessor under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Lessee's obligations hereunder shall survive the expiration or sooner termination of the Lease Term.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1. Notices. Unless otherwise stated herein, all notices, certificate or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, to the address below or by personal delivery (including by courier) to the physical address or by facsimile with receipt confirmed:

- | | |
|-----------------------|--|
| (a) If to the Lessor: | City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan
USA 48192
Attention: City Clerk |
|-----------------------|--|

With a copy to

City of Wyandotte
Attention: City Administrator

(b) If to the Lessee:

Simeon Investment Company
Attn: Joseph Daly, President
3099 Biddle Avenue
Suite 310
Wyandotte, MI 48192

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses or facsimile numbers to which subsequent notices, certificates or other communications shall be sent if such notice, demand, request or other communication is personally delivered or faxed on a non-Business Day or after 4:00 p.m. in accordance with this Section 10.1, receipt thereof shall be deemed the next Business Day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Section 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and permitted assigns.

Section 10.3. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease Agreement valid and enforceable.

Section 10.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Lessor and the Lessee.

Section 10.5. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6. Captions. The captions and headings of this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 10.7. Recording of Lease. This Lease may be recorded at Lessee's expense.

Section 10.8. Law Govering Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 10.9. Title to Improvements. During the term of the Lease, title to the improvements constructed by Lessee and the equipment and other items installed thereon and any alteration, change or addition thereto, shall remain solely in Lessee.

Section 10.10. Brokers. Lessor and Lessee represent and warrant that no broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease Agreement, its procurement or in the procurement of Lessor or Lessee. No person, firm, corporation or other entity is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. Lessor shall and does hereby indemnify and agree to hold Lessee harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessor's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. Likewise, Lessee shall and does hereby indemnify and agree to hold Lessor harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessee's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. The terms of this Section 10.10 shall survive any termination of this Lease Agreement.

Section 10.11. No Merger of Title. No merger of the leasehold estate created by this Lease Agreement with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Lease Agreement or any interest therein and the fee estate in the Leased Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Lease Agreement or the fee estate in the Leased Premises shall join in a written instrument effecting such merger and shall duly record the same.

Section 10.12. JURY WAIVER. THE PARTIES, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAWS, EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

Section 10.13. Bankruptcy. Lessor and Lessee acknowledge and agree that the provisions of this Section 10.13 shall control notwithstanding anything to the contrary contained in this Lease:

- (a) In the event that Lessee shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, 11 U.S.C 1 et seq. ("Bankruptcy Code"), and Lessee's trustee or Lessee shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section 10.13 are satisfied. If Lessee or Lessee's trustee shall fail to assume this Lease within sixty (60) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.

- (b) In the event that a voluntary petition for reorganization is filed by Lessee, or an involuntary petition is filed against Lessee under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Lessee's trustee of Lessee, as debtor-in-possession, must elect to assume this Lease within sixty (60) days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Lessee's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages, shall survive, whether or not this Lease shall be terminated.
- (c) No election by Lessee's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be effective unless each of the following conditions have been satisfied:
- i. Lessee's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Lessor with evidence satisfactory to Lessor that it will cure all defaults susceptible of being cured by the payment of money within ten (10) days from the date of such assumption and that it will cure all other defaults under this Lease which are susceptible of being cured by the performance of any act within thirty (30) days after the date of such assumption.
 - ii. Lessee's trustee or the debtor-in-possession has compensated, or has provided Lessor with evidence satisfactory to Lessor that, within ten (10) days from the date of such assumption, that it will compensate Lessor for any actual pecuniary loss incurred by Lessor arising from the default of Lessee, Lessee's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Lessor to Lessee's trustee or the debtor-in-possession.
 - iii. Lessee's trustee or the debtor-in-possession (A) has provided Lessor with "Assurance", as hereinbelow defined, of the future performance of each of the obligations under this Lease of Lessee, Lessee's trustee or the debtor-in-possession, and (B) shall, in addition to any other security deposits held by Lessor, deposit with Lessor, as security for the timely payment of ad valorem property tax and for the performance of all other obligations of Lessee under this Lease, an amount equal to the total ad valorem taxes the previous tax year together with the increase for the current year based upon the increase due to inflation (at the rate then payable) and (C) pay in advance to Lessor on the first of each month one-twelfth (1/12) of Lessee's annual obligation for future ad valorem

property taxes to be made by Lessee pursuant to this Lease. The obligations imposed upon Lessee's trustee or the debtor-in-possession by this Section 10.13 shall continue with respect by Lessee or any assignee of this Lease, after the conclusion of proceedings under the Bankruptcy Code.

- iv. Such assumption will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.

(d) For purposes of Section 10.13(c)(iii) hereof, Lessor and Lessee shall acknowledge that "Assurance" shall mean no less than:

- i. Lessee's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that sufficient funds will be available to fulfill the obligations of Lessee under this Lease; and
- ii. To secure to Lessor the obligations of Lessee, Lessee's trustee or the debtor-in-possession and to assure the ability of Lessee, Lessee's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or nonmonetary, there shall have been: (A) sufficient cash deposited with Lessor, or (B) the bankruptcy court shall have entered an order segregating sufficient cash payable to Lessor, and/or (C) Lessee's trustee or the debtor-in-possession shall have granted to Lessor a valid and perfected first lien and security interest and/or mortgage in property of Lessee, Lessee's trustee or the debtor-in-possession, acceptable as to value and kind to Lessor.

(e) In the event that this Lease is assumed in accordance with Section 10.13(b) hereof and thereafter Lessee is liquidated or files, or has filed against it, a subsequent petition under any provision of the Bankruptcy Code or any similar statute for relief of debtors, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving Lessee notice of its election to so terminate within thirty (30) days after the occurrence of either such events.

(f) If Lessee's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of this Section 10.13 for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Lessee. Lessor shall be entitled to receive all consideration for such assignment, whether cash or otherwise. As used in this Section 10.13(f) "adequate assurance of future

performance" shall mean at least that clause (B) and (C) of Section 10.13(c)(iii) hereof and each of the following conditions, has been satisfied:

- i. The proposed assignee had furnished Lessor with a current financial statement audited by a certified public accountant determined in accordance with generally accepted accounting principles consistently applied indicating a credit rating, net worth and working capital in amounts which Lessor reasonably determines to be sufficient to assure the future performance of such assignee of Lessee's obligations under this Lease, but in no event indicating a net worth less than the net worth of the Lessee and any guarantors of this Lease, on the date of execution hereof.
 - ii. Such assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.
 - iii. The proposed assignment will not release or impair any guarantee under this Lease.
- (g) When pursuant to the Bankruptcy Code, Lessee's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises, such charges shall not be less than the provided for herein and all additional ad valorem property taxes payable by Lessee under this Lease (or reimbursement for any tax exempt event as required by this Lease) and shall be paid at the times and when due as though such charges were rent and additional rent.
- (h) Anything in this Lease to the contrary notwithstanding, neither the whole nor any portion of Lessee's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other similar person or entity, or otherwise by operation of law under the Bankruptcy Code or any similar federal statute now or hereinafter enacted, or under the laws of any state, district or municipality having jurisdiction of the person or property of Lessee unless Lessor shall have consented to such transfer in writing, No acceptance by Lessor of rent, taxes or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Lessor nor shall it be deemed a waiver of Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without such consent.
- (i) Anything in this Lease to the contrary notwithstanding, Lessee covenants and agrees that this Lease is an extension of financial benefits and accommodations to Lessee which are uniquely personal in nature and such financial benefits and

accommodations are a material inducement for Lessor's execution and delivery of this Lease and are an integral part of the consideration for this Lease.

10.14. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

[Signature Page(s) Follows]

City of Wyandotte, a Michigan Municipal Corporation

By: **Joseph R. Peterson, Mayor**

By: **Lawrence Stec, City Clerk**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph R. Peterson as Mayor and Lawrence Stec as City Clerk** for the City of Wyandotte, a Michigan Municipal Corporation and said that said instrument was signed on behalf of said corporation by authority of its City Council and said Mayor and City Clerk acknowledged this instrument to be the free act and deed of said corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County

Simeon Investment Company

By: **Joseph Daly, President**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph Daly as President** of Simeon Investment Company, a Michigan Corporation, and said that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledges this instrument to be the free act and deed of said corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County

Instrument Drafted By:

William R. Look
2241 Oak Street
Wyandotte, MI 48192

When Recorded Return To:

Joseph Daly
3099 Biddle Avenue, Suite 310
Wyandotte, MI 48192

Exhibit A

Lots 1 to 35 inclusive also adjacent vacated alleys and street 60 feet West South Detroit Subdivision Block 72, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also Easterly part of Lots 1 to 12 inclusive also Easterly part of Lots 16 and 17 also Lots 18 to 35 inclusive also adjacent vacated alleys and streets South Detroit Subdivision Block 73, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also part of Southwest 1/4 Fractional Section 32 said parcel described as beginning South 89 degrees 43 minutes 00 seconds East 829.21 feet along South line of Section 32 and North 14 degrees 37 minutes 11 seconds East 86.65 feet, and North 55 degrees 03 minutes 40 seconds East 217.37 feet, and North 14 degrees 37 minutes 11 seconds East 1334.62 from Southwest corner of Section 32 thence North 14 degrees 37 minutes 11 seconds East 1104.16 feet thence North 89 degrees 56 minutes 09 seconds East 865.24 thence South 14 degrees 37 minutes 11 seconds West 1576.10 feet thence North 75 degrees 22 seconds 49 minutes West 542.31 thence North 14 degrees 39 minutes 06 seconds East 252.61 feet thence North 75 degrees 22 minutes 49 seconds West 294.81 point of beginning 26.46 acres K=26.46

EXHIBIT B

ENVIRONMENTAL REPORTS GROVE AVENUE AND 8th STREET

- Final Work Plan dated May, 1997
- Site Assessment Report dated November, 1997
- Work Plan dated June, 1999
- Baseline Environmental Assessment Parcel II dated December 8, 1999
- Baseline Environmental Assessment – 27 Acre Portion dated February, 2001
- Baseline Environmental Assessment - 10,086 Acre Portion dated February, 2001
- Soil Boring Logs dated June, 2008
- Soil Management Plan dated August, 2011

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of **March 31, 2020** (the “Effective Date”) by and between the **CITY OF WYANDOTTE**, a Michigan municipal corporation, as Lessor of 3200 Biddle, Wyandotte, Michigan, and **SIMEON INVESTMENT COMPANY** of 3099 Biddle, Suite 310, Wyandotte, Michigan 48192 existing under the laws of the State of Michigan, as Lessee.

RECITALS:

WHEREAS, the Lessor has been duly organized pursuant to the provisions of the Michigan Constitution, Home Rule Cities Act and other Laws of the State of Michigan; and

WHEREAS, Lessor owns certain land consisting of 4 story building at 3200 Biddle, City of Wyandotte, Wayne County, Michigan; and

WHEREAS, after careful study and investigation the Lessor, pursuant to a resolution duly adopted, has agreed to enter into this lease agreement (the “Lease Agreement”), dated as of the date first written above, with the Lessee, pursuant to which the Lessor agrees to lease the real property consisting of the fourth story of 3200 Biddle, Wyandotte, Michigan 48192 (together with parking spaces identified in Exhibit A) owned by the Lessor for the exclusive use and occupancy of the Lessee for the purpose of constructing residential units to be sublet by Lessee upon completion on; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Lessor and the Lessee agree as follows:

ARTICLE 1 DEFINITIONS

“Ad Valorem Property Taxes” Taxes levied on the real and personal property related to the Leased Premises pursuant to “The General Property Tax Act”, as may be amended (MCL 211.1 et seq.).

“Event of Default” means any of the events described in Section 901 hereof.

“Lease” or “Lease Agreement” means this Lease Agreement as it now exists and as it may hereafter be amended in accordance with its terms.

“Lease Term” or “Term” means the duration of the leasehold interest created by this Lease as specified in Section 4.1 hereof.

“Leased Premises” or “Premises” means the fourth floor of 3200 Biddle, Wyandotte, Michigan 48192 together with two parking spaces per residential unit with Lessee being permitted to construct covered or garage parking at Lessee’s expense over those parking spaces. The location of the parking spaces shall be described in Exhibit A.

“Lessee” means Simeon Investment Company, and, subject to the terms herein, its successors and assigns, including any surviving, resulting or transferee entity as provided herein.

“Lessor Indemnitee” means the City of Wyandotte, its elected and appointed officials, all city employees and the city’s vendors and contractors.

“Permitted Use” means the construction of residential units to be sublet at the Lessee’s discretion upon completion (together with parking spaces identified in Exhibit A).

“Person” means an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

“Prime Rate” means the prime lending rate as reported in The Wall Street Journal on the first Business Day of each calendar quarter.

“Taxes” means all ad valorem real and personal property taxes related to the Leased Premises, the improvements and buildings to be constructed thereon, the leasehold estate created hereby, all of Lessee’s equipment, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, excise, property, sales transfer, franchise, payroll, withholding, social security, gross receipts, license, stamp, occupation, employment or other taxes, including any interest, penalties or additions attributable hereto.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the Lessor. The Lessor makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessor is a Michigan municipal corporation, created and validly existing pursuant to laws of the State of Michigan. Under the provisions of the Lessor’s Charter, ordinances and Michigan Law, the Lessor has full power to execute and deliver the Lease and to enter into the transaction contemplated thereby and to perform and observe its obligations contained therein. The Lessor has duly and validly taken all action of the City Council as may be required to be taken for the due and

proper authorization, execution and delivery of the Lease and authorization of the transactions contemplated thereby.

- (b) **Execution and Delivery.** Lease has been duly authorized, executed, and delivered by the Lessor, and constitute a valid and legally binding obligation of the Lessor.
- (c) **No Conflicts.** The execution, delivery and performance by Lessor of the Lease and the consummation of the transactions contemplated thereby will not (i) conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration under, any mortgage, deed of trust, bond ordinance, loan agreement or other material agreement, ordinance, resolution or instrument to which Lessor is a party or by which Lessor is bound or to which any of the property or assets of Lessor is subject, or (ii) result in any violation of its Charter or ordinances or resolutions.

Section 2.2. Representation and Warranties by the Lessee. The Lessee makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessee is a Michigan Corporation duly organized and validly existing under the laws of the State of Michigan and (ii) is duly qualified to do business in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own, lease or hold its property and to conduct the business in which it is now engaged or proposed to be engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect.
- (b) **Agreement is Legal and Authorized.** The Lessee has full right, power and authority to execute and deliver the Lease and to perform its obligations thereunder, and all membership action required to be taken for the due and proper authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been duly and validly taken.
- (c) **Execution and Delivery.** The Lease has been duly authorized, executed and delivered by the Lessee, and constitute a valid and legally binding obligation of the Lessee enforceable against it in accordance with the terms thereof, except to the extent limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally, and by general equitable principles (whether considered in a proceeding in equity or at law).
- (d) **Compliance with Other Agreements.** The execution, delivery and performance by the Lessee of the Lease and the use allowed by the Lease will not (i) conflict with or result in a breach or violation of any of the terms or

provisions of , or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Lessee pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Lessee is a party or by which the Lessee is bound or to which any of the property or assets of the Lessee is subject, (ii) result in any violation of the provisions of the Lessee's By Laws or operating agreement or (iii) result in any violation of any statute or any judgement, order, decree, rule or regulation of any Governmental Authorities, in each case which could be Material Adverse Effect.

- (c) **Government Consents.** All governmental approvals to be obtained by, in the name of, or on behalf of the Lessee in connection with the due execution, delivery and performance of the Lease has been duly obtained or made, are validly issued and in full force and effect. The Lessee is in compliance with all such governmental approvals, except to the extent that noncompliance could not reasonably be expected to result in a Material Adverse Effect on Lessor.
- (f) **Litigation.** There are no legal or governmental proceedings pending to which the Lessee is a party or of which any property or assets of the Lessee are the subject which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Lessor; and to the best of the Lessee's knowledge, no such proceedings are threatened by governmental authorities or others.
- (g) **No Default.** The Lessee is not (i) in violation of its by-laws or other organizational documents, (ii) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in the Lease.

ARTICLE 3 LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1. Lease of the Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby Leases from the Lessor, the Leased Premises at the rent set forth in Section 4.4 hereof and in accordance with the provisions of this Lease for construction of residential units to be sublet by Lessee upon completion and for no other purpose.

Section 3.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein and upon performing and observing the covenants, conditions, and agreement hereof in all material respects, shall and may peaceably hold and enjoy the Leased Premises during the Lease Term, subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any person lawfully claiming by or through Lessor. The foregoing covenant is in lieu of any other covenant express or implied.

Section 3.3. AS IS. Lessee acknowledged that it is accepting the Leased Premises on an "AS IS WHERE IS" basis. Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Leased Premises. Lessee also acknowledge that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Leased Premises or with respect to the suitability of any of the foregoing for the conduct of Lessee's business. Lessor will provide the 4th floor with a white box interior and clear span.

Section 3.4. Title to Leased Premises. Lessor warrants that it has good and marketable fee title to the Leased Premises, free and clear of any lien (including, without limitation, any lien associated with any tax), encumbrance, mortgage, claim, pledge, security interest, option, warrant or other rights of any kind or securities convertible or exchangeable for, or which otherwise confer on the holder thereof, any right to acquire any ownership interest in the Leased Premises, or any other restriction whatsoever, except as may be set forth on any title commitment obtained by Lessee, the effect of which would impair the leasehold estate granted Lessee under this Lease. Lessor shall provide such documents as are reasonably required for Lessee's title insurer to issue a leasehold title policy, including an owner's affidavit.

ARTICLE 4

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 4.1. Effective Date of this Lease; Duration of Lease Term.

- (a) This Lease shall become effective upon the Effective Date. The leasehold interest created by this Lease shall then begin, and, subject to the other provisions of this Lease shall expire at midnight on the date which is ninety-nine (99) years from the effective date (the "Term" or "Lease Term").
- (b) At the conclusion of the 99-year lease term, the lease premises will revert to the Lessor and the lease will automatically expire (unless the Parties agree in writing otherwise or Lessee exercises its option in a timely manner). Upon the expiration of the Lease, any assets installed on the property will become the property of the Lessor without a reimbursement payment to the Lessee for assets reverting to the Lessor. However, at least one year prior to the expiration of the lease term, Lessor and Lessee shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, Lessee shall have an option to renew the lease upon identical terms and conditions except that the lump sum rental amount shall be a total of two-hundred thousand (\$200,000) dollars as adjusted upward each year for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the rental amount exceed four-hundred thousand (\$400,000.00) dollars if the Lessee exercises the option to renew. The rental for any renewal must be paid in full at the commencement of the renewal. In the event the Tax Act is amended and no longer provides for an inflation rate, the parties agree to use a compatible method as agreed upon by the parties to determine the increase by inflation. The rental is payable in full at the commencement of the option and the

renewal term will be for an additional 99 years from the date of the original expiration date. Lessee must provide written notice to Lessor in writing at least ninety (90) days prior to the conclusion of the Lease if Lessee intend to exercise this option. At the expiration of the option term (if exercised by Lessee), the properties and the assets which have been constructed thereon will revert to the Lessor.

Section 4.2. Conditions Precedent – Lessee. Lessor acknowledges that this Lease Agreement and all of Lessee's obligations and liabilities hereunder, are expressly conditioned upon the satisfaction (as determined in Lessee's sole discretion) of each of the following condition on or before March 31, 2020 (the "Due Diligence Period"):

If for any reason prior to the execution of the Lease for the Fourth Floor, the Lessee or Lessee's financial institution determines that the construction cannot be completed in a manner which is consistent with the safety standards, budget and general intent of the parties, Lessee can terminate the agreement.

Section 4.3. Delivery and Acceptance of Possession. The Lessor agrees to deliver to the Lessee sole and exclusive possession of the Leased Premises on the Effective Date of this Lease and the Lessee agrees to accept possession of the Leased Premises upon such delivery.

Section 4.4. Base Rent. Lessee shall convey fee simple title to Lessor by Warranty Deed for 3627-3665 11th Street, Wyandotte, Michigan and forty (40%) percent of the value (\$200,00.00) is the rental for this Lease.

Section 4.5. Obligations of Lessee Hereunder Absolute and Unconditional. The obligations of the Lessee to fulfill the rental required in Section 4.4 hereof and to perform and observe the other agreements on its part contained herein shall be for purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform such obligations and agreements.

Section 4.6. Surrender at End of Term; Holdover. At the end of the Lease Term, unless otherwise agreed, Lessee shall remove all personal property, fixtures, leasehold improvements and equipment (but not the foundation or structure) from the Leased Premises (unless specific items are requested by Lessor to remain) and shall leave the Leased Premises in a state reasonably comparable to the condition which existed at the commencement of this Lease Agreement. Any holding over by Lessee beyond the Lease Term or sooner termination of this Lease, shall not extend the Lease Term but otherwise shall be upon and subject to all the terms and conditions of this Lease, except that base rent shall be an amount of ten thousand (\$10,000.00) dollars for each month and for each portion of any month during which Lessee holds over in the Premises, in addition to any other rights or remedies Lessor may have hereunder or at law. This Section is not intended to authorize or permit Lessee to hold over under any circumstance. This provision shall survive the expiration of the Lease Term or sooner termination of this Lease.

ARTICLE 5
TAXES; INSURANCE AND OTHER LESSEE CHARGES

Section 5.1. Taxes and Other Governmental Charges.

- (a) All Taxes accruing on the Leased Premises and/or arising out of the operating of Lessee's business on the Leased Premises during the Term hereof after shall be paid on a timely basis by Lessee.
- (b) If Lessee fails to timely remit Taxes notwithstanding that Lessor has timely forwarded or has caused to be forwarded all pertinent tax bills directly to Lessee or its designee, Lessee shall be fully liable for all interest and penalties reasonably chargeable to its failure to perform as required in this Lease. Further, in the event Lessee fails to timely remit Taxes at any time during the Lease Term resulting in the imposition of any interest penalties or any other penalties, Lessor, at its option, may require Lessee to pay taxes in escrow on a monthly basis. If required by Lessor, Lessee shall make an additional payment to Lessor, of a sum which, will provide Lessor with funds sufficient to pay all such Taxes at least one month prior to the earlier of (i) the date such Taxes become delinquent, or (ii) the latest date such Taxes could be paid with the greatest available discount, if any. If at any time Lessor shall determine that the amount of such payments made by Lessee is insufficient to accomplish the purpose of this Section, Lessee shall pay, immediately upon request, the amount of the deficiency to Lessor. If at any time during the Lease Term Lessor shall have advanced funds for the payment of such Taxes, Lessee shall remit to Lessor, immediately upon request, the funds so advanced. No payments made by Lessee to Lessor shall earn interest for the benefit of Lessee while held by Lessor. Nothing in this Article shall be deemed to limit any right or remedy to Lessor under any provision of this Lease or any statute or rule of law to pay any of such Taxes and to collect from Lessee as additional rent the amount so paid, together with interest at the rate specified in this Lease Agreement. Notwithstanding anything herein to the contrary, nonpayment by Lessee of Taxes as and when due shall be an Event of Default under this Lease.
- (c) The Lessee may, at its own expense and in its own name and behalf, in good faith contest any taxes, assessments and other charges. In the event of any such contest, unless otherwise allowed by Law, Lessee shall pay the taxes, assessments and other charges so contested during the period of such contest and any appeal therefrom, and all refunds received from such contest, including interest, shall be to the account of the Lessee. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may with the consent of Lessee's lenders (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee under this Agreement.

- (d) It is a requirement of the lease that the entire Leased Premises generate Ad Valorem property taxes for the life of the Lease. In the event the Leased Premises (or any portion thereof) become tax exempt for any reason, Lessee shall be responsible to pay to Lessor on an annual basis full reimbursement for the lost tax revenue for the remainder of the Lease. Any reimbursement payment will be due on the tax due dates. The computation of the Lost Tax Revenue will be based upon the previous year's tax revenues and will increase each year remaining on the Lease at the rate of inflation as allowed by "The General Property Tax Act as may be amended. In the event a court of law determines this provision unenforceable, and the parties do not reach an agreement for reimbursement to the Lessor for the lost tax revenue, Lessor may terminate this Lease by providing Lessee one year's notice to terminate.

Section 5.2. Insurance.

- (a) Lessee shall maintain during the Lease Term the following insurance policies:
- (a) General or public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the streets and alleys adjoining the Premises, affording protection of at least \$2,000,000 (as adjusted upward each year of the Lease including any renewal by using the Consumer Price Index, or the most nearly comparable successor index to reflect and correspond with the yearly rate of inflation), single limit per occurrence of loss or damage. Such insurance shall list Lessor as an additional insured;
 - (b) Fire and extended coverage insurance for the Improvements in an amount equal to the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings);
 - (c) worker's compensation and employer's liability as required under applicable law. Such policy shall show Lessee and Lessor as insureds and shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor. Such policy shall include a waiver by the insurer of all rights of subrogation against the Lessor, its directors, officers, managers, employees, or representatives, which arises or might arise by reason of any payment under such policies, or by reason of any act of omission of Lessor, its directors, partners, officers, managers, employees or representatives. Any deductibles under any such policies shall not exceed \$10,000.00. Lessor reserves the right to increase the insurance limits during the term of the Lease. Any increase will be reasonably related to any increase of risk to Lessor for any reason, including such factors as inflation, etc.
- (b) All such insurance required to be maintained by Lessee as specified in this Article 5.2 shall also meet the following additional requirements: (a) All such insurance shall be effected at Lessee's expense under valid and enforceable policies issued by instance companies licensed in the State of Michigan and much possess a minimum policyholders rating of "A" and a financial category no lower than "X"; (b) Certificates of insurance providing evidence of such coverage shall be delivered by Lessee to Lessor thirty (30) days prior to the

commencement of the Lease, and similar replacement certificates shall be delivered by Lessee to Lessor at least thirty (30) days prior to the expiration dates of expiring policies; (c) All such insurance shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor; and (d) If Lessee does not provide such evidence to Lessor of Valid liability insurance coverage and Lessor notifies Lessee of such failure and Lessee fails to remedy same within thirty (30) days after the date of such notice, then Lessor, at its option, may provide said coverage. The cost thereof will be charged to Lessee as additional rent immediately due and payable. All such insurance shall be written on an occurrence basis.

Section 5.3. Waiver of Subrogation. Each policy of insurance provided for in Section 5.2 and any insurance carried by Lessor relating to the Leased Premises or Lessor's adjoining land and improvements shall contain, to the extent appropriate, a waiver of subrogation reflecting the following provisions of this Section. Lessee and Lessor each hereby expressly waives all rights of recovery which it might otherwise have against the other under this Lease to the extent that such loss or damage is covered by such party's valid and collectible insurance policies, notwithstanding that such loss or damage may be caused by the negligent act or omission of Lessor or Lessee.

Section 5.4. Utility Charges. Lessee shall pay or cause to be paid all charges and taxes incurred by Lessee for or on account of water, sewer, gas, electricity, light, heat and power and for protective, telephone, and other communication services and for all other public or private utility services which may be used, rendered or supplied upon, to or in connection with Leased Premises at any time during the Lease Term. Lessor specifically disclaims any warranty that utility services furnished to the Premises will be sufficient for Lessee's intended uses. Any tap-in fees or other charges resulting from the construction of the Improvements shall be borne by Lessee. Lessee agrees that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is beyond the reasonable control of Lessor; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from paying rent or performing any of its obligation under this Lease. Furthermore, Lessor shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Lessee's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 5 or any interruption of such utility services.

ARTICLE 6 CONDEMNATION

Section 6.1. Condemnation. In the event all or a portion of the Lease Premises is taken by the exercise of the power of condemnation or eminent domain, all eminent domain proceeds, other than those proceeds reasonably attributable to Lessor's fee interest in the Leased Premises, its interest as Lessor under this Lease Agreement, and any demolition costs it shall

incur in returning the Leased Premises to the condition existing as of the Effective Date, shall be paid to the Lessee.

ARTICLE 7 SPECIAL COVENANTS

Section 7.1. Inspection of Leased Premises; Right of Access to the Leased Premises. The Lessee agrees that the Lessor, in its role as Lessor, shall have the right at all times during all hours to enter upon the Leased Premises for purposes of determining Lessee's compliance with this Lease. Except in the case of emergencies, such inspections will occur at reasonable times during normal business hours and upon prior notice. In connection with the exercise of its rights hereunder Lessor shall endeavor not to unreasonably interfere with Lessee's operations. The rights conferred upon Lessor under this Section 7.1 are separate and apart from any general police powers which Lessor may have.

Section 7.2. Indemnification of Lessor. Lessee shall, except to the extent caused by the gross negligence or willful misconduct of any Lessor Indemnitee, indemnify and save harmless the Lessor Indemnitees against and from all third-party Claims asserted against any Lessor Indemnitees by reason of any of the following occurring during the Term:

- (a) Any work or thing done in or on the Lease Premises by Lessee, its employees, agents or contractors;
- (b) Any use, possession, occupation, alternation, repair, condition (excluding any physical condition of the Leased premises or any part thereof existing before or after the Term), operation, maintenance or management of the Leased Premises by Lessee, its employees, agents or contractors;
- (c) Any accident, injury (including death) or damage to any person or property in or on the Leased Premises, or any part thereof, or arising on the Leased Premises or arising out of the operation of Lessee's business thereon; and

Notwithstanding anything to the contrary contained herein, Lessee shall not be responsible for any Environmental Claim to the extent the claim solely existed prior to the Effective Date.

Section 7.3. Liens and Charges. Lessee shall keep the Leased Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Lessee, and shall protect, defend, indemnify and hold Lessor harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Lessee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after notice by Lessor, and if Lessee shall fail to do so, Lessor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Lessor under this Lease. Nothing contained in this Lease shall authorize Lessee to do any act which shall subject Lessor's title to the Leased Premises to any liens or encumbrances whether claimed by operation of law or

express or implied contract. Any claim to a lien or encumbrance upon the Improvements or Leased Premises arising in connection with any such work or respecting the Leased Premises not performed by or at the request of Lessor shall be null or void, or at Lessor's option shall attach only against Lessee's interest in the Premises and shall in all respects be subordinate to Lessor's title to the Lease Premises.

Section 7.4. Covenant Regarding Use.

- (a) Lessee agrees to use the Leased Premises only for the Permitted Use together with reasonably related uses.
- (b) Lessee shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (including but not limited to all applicable Federal, State or City regulations, ordinances and/or permitting requirements

Section 7.5. Repair and Maintenance. Lessee shall, at all times during the Lease Term, at its own expense, keep the Leased Premises, the Improvements, equipment, fixturing and all building and improvements installed by the Lessee at any time on the Leased Premises or servicing the Leased Premises, and the furnishings, equipment and other contents thereof, in good order, condition, and repair (and replace as same shall become worn out as reasonably required) including, without limitation, all plumbing, electrical, heating, air conditioning and any other equipment installed in or on said Leased Premises, doors, door frames, overhead doors and frames, glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, light fixtures, bulbs and tubes, and maintain the Premise in a clean, sanitary and safe condition.

Section 7.6. Damage or Destruction. In the event that, at any time during the Lease Term, the Improvements shall be destroyed or damaged in whole or in part by any cause whatsoever, then Lessee shall promptly give written notice thereof to Lessor and Lessee shall at Lessee's sole cost and expenses either: (i) commence the reconstruction within ninety (90) days after the occurrence of such damage or destruction and complete such reconstruction within two hundred and seventy (270) days after commencement to as good condition as existed prior to such damage or destruction and in architectural design and appearance harmonious with that which was damaged or destroyed; or (ii) cause all Improvements to be demolished and razed and all trash and debris to be removed from the Leased Premises, and all portions of the Leased Premises to be resodded or replanted so as to restore the Leased Premises to a neat and attractive condition, and this Lease Agreement shall remain in full force and effect. During the Lease Term, destruction or damage in whole or in part to the Improvements on the Leased Premises shall in no way serve to terminate this Lease Agreement and/or abate the base rent or other amounts payable under this Lease Agreement.

Section 7.7. Parking. Lessor will provide two parking spaces for each residential unit. The spaces must be maintained and repaired by Lessee. Lessee has the right to build covered or garage parking at its sole expense over those spaces. Any proposed cover or structure of any kind

must first be approved in writing by the Lessor. The location of the parking spaces is identified in Exhibit A.

Section 7.8. Storage. Between the Effective Date and the Occupancy Date, the parties will use their best efforts to locate an area of the basement available to dedicate to Tenant storage. The dividing of this area into individual units will be completed by Lessee's and at its sole expense.

ARTICLE 8 ASSIGNMENT, SUBLEASEING, PLEDGING AND SELLING; AND RENT PREPAYMENT

Section 8.1. Assignment and Subleasing.

- (a) Lessee is authorized to sublet the residential units. However, Tenant's right to sublease to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.
- (b) This Lease may be assigned in whole or in part, or the Leased Premises may be subleased, as a whole or a part, without the consent of the Lessor, to any successor to substantially all of the assets of, or ownership interest in, the Lessee or to any Affiliate, so long as such transferee assumes the obligations of Lessee under this Lease and such transfer is not done for the purpose of circumventing Lessee's obligations under this Lease Agreement (a "Permitted Transferee"). However, Tenant's right to assign to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court. The Lessee shall, prior to such transfer furnish or cause to be furnished to the Lessor a true and complete copy of each such assignment or sublease, as the case may be, together with the instrument of assumption which shall be subject to the reasonable satisfaction of Lessor.

- (c) Subject to the approval of Lessor, which shall not be unreasonably withheld, Lessee shall be permitted to assign Lessee's interest in this Lease Agreement for security purposes in any financing or refinancing for use of the Leased Premises only.
- (d) Notwithstanding any permitted transfer under Section 8.1 (a) - (c), Lessee shall remain liable under this Lease Agreement.
- (e) **Lessor's rights shall not be subordinated to any mortgage at any time.**

ARTICLE 9 EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. If any one or more of the following events shall occur and be continuing.

- (a) Lessee shall fail to pay base rent, any additional rent or other sums due under this Lease Agreement when the same becomes due and payable, and such default shall continue for a period of five (5) business days after written notice (sent by certified mail) by Lessor to Lessee; or
- (b) Lessee shall fail in the performance or observance of, or breach, any other term or provision of this Lease and such failure or breach shall continue for a period of sixty (60) days after notice by Lessor to Lessee (provided that, in the event any such failure or breach cannot, with due diligence, be cured within such sixty (60) day period, then Lessee shall have an additional period not to exceed an additional sixty (60) days to cure such failure or breach, as is reasonable under the circumstances, but only so long as Lessee diligently pursues such cure; or
- (c) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce to the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) (i) a court of competent jurisdiction shall enter an order, judgement or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (ii) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgement, decree or appointment shall

remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

- (e) The Leased Premises (or any part thereof) becomes tax exempt and Lessee fails to pay to Lessor the reimbursement for lost tax revenue as required by the terms of this Lease.

Section 9.2. Remedies on Default.

- (a) Whenever any Event of Default shall have happened and be continuing and the Lessee is the defaulting party, the Lessor may take any one of the following remedial steps:
 - i. re-enter and take possession of the Leased Premises without terminating this Lease and without any liability to the Lessee for such entry and repossession, and, at its option, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublease in such subleasing as the rents and other amounts payable by the Lessee hereunder,
 - ii. terminate this Lease and, at its option, lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;
 - iii. take whatever action at law or in equity appears necessary to the Lessor to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease, or to terminate the Lease or exercise any other remedies available under law or in equity;
- b. Whenever any Event of Default shall have happened, upon any such termination, Lessee shall quit and peacefully surrender its interest in the Leased Premises to Lessor, and Lessor, upon and at any time after such termination, in accordance with applicable law, may re-enter and repossess the Leased Premises, without being subject to any prosecution therefor.
- c. Whenever any Event of Default shall have happened, at any time and from time to time after such termination of this Lease, Lessor may relet the Leased Premises or any part thereof for such term or terms and on such conditions as Lessor in its discretion may determine, and Lessor may collect and receive the rents therefor.
- d. Whenever any Event of Default shall have happened, no such termination of this Lease shall relieve Lessee of its liabilities and obligations under

this Lease, and such liabilities and obligations shall survive any such termination. In the event of any such termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall pay base rent and additional rent and taxes required to be paid under this Lease by Lessee up to the time of such termination. Thereafter, until the expiration of the Lease Term, Lessee shall pay to Lessor as liquidated damages for its default (a) ad valorem property taxes which would have been payable by Lessee under this Lease were it still in effect, less (b) the net proceeds of reletting, if any, effected pursuant to this Article, after deducting all reasonable expenses of Lessor in connection with such reletting including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and Lessor's expenses of re-entry, including reasonable attorney's fees and litigation costs. Lessee shall pay such liquidated damages on the days on which base rent and additional rent and taxes would have been payable under this Lease if it were still in effect.

- e. In addition to the remedies provided above, Lessor may elect to take possession of the Leased Premises after termination of this Lease and Lessor may recover from Lessee (a) the worth at the time of award of the unpaid ad valorem property taxes which was due and unpaid at the time of such terminations; plus (b) the worth at the time of award of the amount by which the unpaid ad valorem property taxes which would have been earned after termination until the time of award exceeds the amount of such tax loss that Lessee proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid ad valorem base tax and additional tax for the balance of the Lease Term after the time of award exceeds the amount of such tax loss that Lessee proves could be reasonably avoided; and (d) any such other expenses of reletting, including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and reasonable attorney fees and litigation costs. The "worth at the time of award" of the amounts referred to in subdivisions (a) and (b) is computed by allowing interest at the lesser of 10% per annum or the maximum rate which Lessor may lawfully charge Lessee. The worth at the time of award of the amount referred to in subdivision (c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent.
- f. In addition to the remedies provided above, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree or judgment compelling performance of any of the covenants, agreements,

conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

- g. In the event Lessor institutes against Lessee an action for possession, Lessee expressly waives the right to a trial by jury in any such action for possession.

Section 9.3. Agreement to Pay Attorney's Fees and Expenses. Should an Event of Default occur and the non-defaulting party employ attorneys or incur other expenses on the account of such Event of Default for collection of rents or the enforcement of performance or observance of any obligation or agreement contained herein on the part of the defaulting party, the parties agree that the non-prevailing party shall on demand therefore pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the prevailing party.

Section 9.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. Lessor's Right To Cure Default; Payments By Lessee.

- a. All Covenants and agreements to be kept or performed by Lessee under this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any reduction of rent, except to the extent, if any, otherwise expressly provided herein. If Lessee shall fail to perform any obligation under this Lease, and such failure shall continue in excess of an express grace or cure period, unless a specific time period is otherwise stated in this Lease, Lessor may, but shall not be obligated to, make any such payment or perform any such act on Lessee's part without waiving its rights based upon any default of Lessee and without releasing Lessee from any obligations hereunder.
- b. Except as may be specifically provided to the contrary in this Lease, Lessee shall pay to Lessor, upon delivery by Lessor to Lessee of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Lessor in connection with the remedying by Lessor of Lessee's defaults; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Lessor in collecting or attempting to collect the rent or in enforcing or attempting to enforce any rights of Lessor under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Lessee's obligations hereunder shall survive the expiration or sooner termination of the Lease Term.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1. Notices. Unless otherwise stated herein, all notices, certificate or other communications hereunder shall be in writing and shall be sufficiently given and shall be

deemed given when mailed by certified mail, return receipt requested, postage prepaid, to the address below or by personal delivery (including by courier) to the physical address or by facsimile with receipt confirmed:

(a) If to the Lessor: City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan
USA 48192
Attention: City Clerk

With a copy to City of Wyandotte
Attention: City Administrator

(b) If to the Lessee: Simeon Investment Company
Attn: Joseph Daly, President
3099 Biddle Avenue
Suite 310
Wyandotte, MI 48192

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses or facsimile numbers to which subsequent notices, certificates or other communications shall be sent if such notice, demand, request or other communication is personally delivered or faxed on a non-Business Day or after 4:00 p.m. in accordance with this Section 10.1, receipt thereof shall be deemed the next Business Day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Section 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and permitted assigns.

Section 10.3. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease Agreement valid and enforceable.

Section 10.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Lessor and the Lessee.

Section 10.5. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6. Captions. The captions and headings of this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 10.7. Recording of Lease. This Lease may be recorded at Lessee's expense.

Section 10.8. Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 10.9. Title to Improvements. During the term of the Lease, title to the improvements constructed by Lessee and the equipment and other items installed thereon and any alteration, change or addition thereto, shall remain solely in Lessee.

Section 10.10. Brokers. Lessor and Lessee represent and warrant that no broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease Agreement, its procurement or in the procurement of Lessor or Lessee. No person, firm, corporation or other entity is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. Lessor shall and does hereby indemnify and agree to hold Lessee harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessor's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. Likewise, Lessee shall and does hereby indemnify and agree to hold Lessor harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessee's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. The terms of this Section 10.11 shall survive any termination of this Lease Agreement.

Section 10.11. No Merger of Title. No merger of the leasehold estate created by this Lease Agreement with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Lease Agreement or any interest therein and the fee estate in the Leased Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Lease Agreement or the fee estate in the Leased Premises shall join in a written instrument effecting such merger and shall duly record the same.

Section 10.12. JURY WAIVER. THE PARTIES, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAWS, EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

Section 10.13. Bankruptcy. Lessor and Lessee acknowledge and agree that the provisions of this Section 10.13 shall control notwithstanding anything to the contrary contained in this Lease:

- (a) In the event that Lessee shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, 11 U.S.C 1 et seq. ("Bankruptcy Code"), and Lessee's trustee or Lessee shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section 10.13 are satisfied. If Lessee or Lessee's trustee shall fail to assume this Lease within sixty (60) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.
- (b) In the event that a voluntary petition for reorganization is filed by Lessee, or an involuntary petition is filed against Lessee under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Lessee's trustee of Lessee, as debtor-in-possession, must elect to assume this Lease within sixty (60) days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Lessee's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages, shall survive, whether or not this Lease shall be terminated.
- (c) No election by Lessee's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be effective unless each of the following conditions have been satisfied:
 - i. Lessee's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Lessor with evidence satisfactory to Lessor that it will cure all defaults susceptible of being cured by the payment of money within ten (10) days from the date of such assumption and that it will cure all other defaults under this Lease which are susceptible of being cured by the performance of any act within thirty (30) days after the date of such assumption.
 - ii. Lessee's trustee or the debtor-in-possession has compensated, or has provided Lessor with evidence satisfactory to Lessor that, within ten (10) days from the date of such assumption, that it will compensate Lessor for any actual pecuniary loss incurred by Lessor arising from the default of Lessee, Lessee's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Lessor to Lessee's trustee or the debtor-in-possession.

- iii. Lessee's trustee or the debtor-in-possession (A) has provided Lessor with "Assurance", as hereinbelow defined, of the future performance of each of the obligations under this Lease of Lessee, Lessee's trustee or the debtor-in-possession, and (B) shall, in addition to any other security deposits held by Lessor, deposit with Lessor, as security for the timely payment of ad valorem property tax and for the performance of all other obligations of Lessee under this Lease, an amount equal to the total ad valorem taxes the previous tax year together with the increase for the current year based upon the increase due to inflation (at the rate then payable) and (C) pay in advance to Lessor on the first of each month one-twelfth (1/12) of Lessee's annual obligation for future ad valorem property taxes to be made by Lessee pursuant to this Lease. The obligations imposed upon Lessee's trustee or the debtor-in-possession by this Section 10.13 shall continue with respect by Lessee or any assignee of this Lease, after the conclusion of proceedings under the Bankruptcy Code.
- iv. Such assumption will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.

(d) For purposes of Section 10.13(c)(iii) hereof, Lessor and Lessee shall acknowledge that "Assurance" shall mean no less than:

- i. Lessee's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that sufficient funds will be available to fulfill the obligations of Lessee under this Lease; and
- ii. To secure to Lessor the obligations of Lessee, Lessee's trustee or the debtor-in-possession and to assure the ability of Lessee, Lessee's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or nonmonetary, there shall have been: (A) sufficient cash deposited with Lessor, or (B) the bankruptcy court shall have entered an order segregating sufficient cash payable to Lessor, and/or (C) Lessee's trustee or the debtor-in-possession shall have granted to Lessor a valid and perfected first lien and security interest and/or mortgage in property of Lessee, Lessee's trustee or the debtor-in-possession, acceptable as to value and kind to Lessor.

(e) In the event that this Lease is assumed in accordance with Section 10.13(b) hereof and thereafter Lessee is liquidated or files, or has filed against it, a subsequent

petition under any provision of the Bankruptcy Code or any similar statute for relief of debtors, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving Lessee notice of its election to so terminate within thirty (30) days after the occurrence of either such events.

- (f) If Lessee's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of this Section 10.13 for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Lessee. Lessor shall be entitled to receive all consideration for such assignment, whether cash or otherwise. As used in this Section 10.13(f) "adequate assurance of future performance" shall mean at least that clause (B) and (C) of Section 10.13(c)(iii) hereof and each of the following conditions, has been satisfied:
 - i. The proposed assignee had furnished Lessor with a current financial statement audited by a certified public accountant determined in accordance with generally accepted accounting principles consistently applied indicating a credit rating, net worth and working capital in amounts which Lessor reasonably determines to be sufficient to assure the future performance of such assignee of Lessee's obligations under this Lease, but in no event indicating a net worth less than the net worth of the Lessee and any guarantors of this Lease, on the date of execution hereof.
 - ii. Such assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.
 - iii. The proposed assignment will not release or impair any guarantee under this Lease.
- (a) When pursuant to the Bankruptcy Code, Lessee's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises, such charges shall not be less than the provided for herein and all additional ad valorem property taxes payable by Lessee under this Lease (or reimbursement for any tax exempt event as required by this Lease) and shall be paid at the times and when due as though such charges were rent and additional rent.
- (b) Anything in this Lease to the contrary notwithstanding, neither the whole nor any portion of Lessee's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other similar person or entity, or otherwise by operation of law under the Bankruptcy Code or any similar federal statute now or hereinafter enacted, or under the laws of any

state, district or municipality having jurisdiction of the person or property of Lessee unless Lessor shall have consented to such transfer in writing. No acceptance by Lessor of rent, taxes or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Lessor nor shall it be deemed a waiver of Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without such consent.

- (c) Anything in this Lease to the contrary notwithstanding, Lessee covenants and agrees that this Lease is an extension of financial benefits and accommodations to Lessee which are uniquely personal in nature and such financial benefits and accommodations are a material inducement for Lessor's execution and delivery of this Lease and are an integral part of the consideration for this Lease.

10.14. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

[Signature Page(s) Follows]

City of Wyandotte, a Michigan Municipal Corporation

By: **Joseph R. Peterson, Mayor**

By: **Lawrence Stec, City Clerk**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph R. Peterson as Mayor and Lawrence Stec as City Clerk** for the City of Wyandotte, a Michigan Municipal Corporation and said that said instrument was signed on behalf of said corporation by authority of its City Council and said Mayor and City Clerk acknowledged this instrument to be the free act and deed of said corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County

Simeon Investment Company

By: **Joseph Daly, President**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph Daly as President** of Simeon Investment Company, a Michigan Corporation, and said that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledges this instrument to be the free act and deed of said corporation.

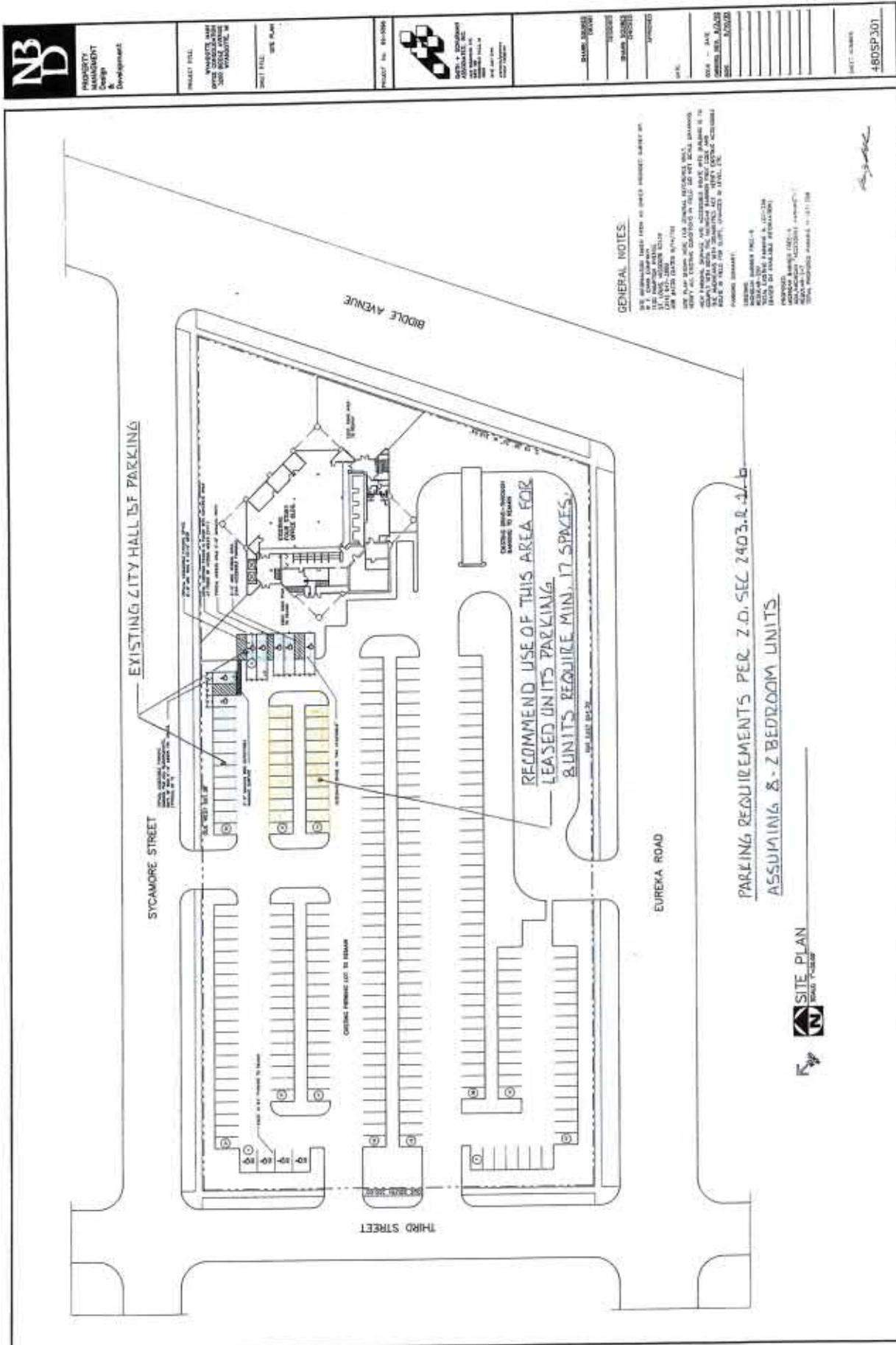
_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County

Instrument Drafted By:

William R. Look
2241 Oak Street
Wyandotte, MI 48192

When Recorded Return To:

Joseph Daly
3099 Biddle Avenue, Suite 310
Wyandotte, MI 48192



GENERAL NOTES:

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS. THE DEVELOPER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PARKING REQUIREMENTS PER Z.O. SEC 2403.0-1.1
ASSUMING 8-2 BEDROOM UNITS



SITE PLAN
SCALE 1"=40'

480SP301



INDUSTRY
MANAGEMENT
Design
Development

PROJECT FILE

PROJECT NAME
1000 BIDDLE AVENUE
EUREKA, CA 94501

SHEET FILE

SHEET NAME

PROJECT No. 480SP301



INDUSTRY
MANAGEMENT
Design
Development

PROJECT FILE

PROJECT NAME

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PROJECT No. 480SP301

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 6

ITEM: Arris Transition Services to FTTH System Consulting Statement of Work (SOW) 300284v6

PRESENTER: Steve Timcoe-Superintendent CATV

INDIVIDUALS IN ATTENDANCE: Paul LaManes-General Manager

BACKGROUND: Wyandotte Municipal Services is in process of planning and building a fiber to the home (FTTH) system and executed a previous SOW with ARRIS that has resulted in deliverables of system architecture, system design, head end move logistics and rack elevations, spectrum allocation for present and future services along with turn key engineering support. This SOW is a follow up to SOW PCR-101/PCR-002 and provides services to transition from radio frequency (RF) to FTTH, internet capacity roadmap, legacy platform time to turn down, strategic consulting on customer transition to new platform/services, establish/implement new tiers of service, education & training, frequency spectrum allocation/IP services, etc. It will also assist with developing a recommended deployment plan which details the tasks and timeframes required to enable a successful transition to the new network. Upon completion, this will allow us to write/issue an RFP to solicit bids for physical plant construction and head end move to be initiated with plan and design already having been completed.

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

ACTION REQUESTED: Concur with Municipal Services Commission in authorizing the General Manager to execute SOW #: 300284-Wyandotte-Technology Consulting SOWv6 with ARRIS Global Services, Inc. at a cost of \$ 196,000, for professional services related to the FTTH and Head end project, as recommended by WMS management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Approved FY20 capital budget for System Evaluation and Rebuild = \$ 3,600,000, Acct. No. 594-000-970-000-1052CA

IMPLEMENTATION PLAN: Subsequent to Council concurrence, execute SOW #: 300284-Wyandotte-Technology Consulting SOWv6 with ARRIS Global Services, Inc., acquire deliverables as detailed in SOW and proceed forward with FTTH system rebuild.

LIST OF ATTACHMENTS:

1. 12.16.2019 Council Arris SOW #2 Attachments

RESOLUTION

Item Number: #6
Date: December 16, 2019

RESOLUTION by Councilperson _____

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

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE SOW #: 300284-Wyandotte-Technology Consulting SOWv6 with ARRIS Global Services, Inc. at a cost of \$ 196,000 for professional services related to the FTTH and Headend project, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

STATEMENT OF WORK

SOW #: 300284-Wyandotte-Technology Consulting-SOWv6

Prepared for

WYANDOTTE MUNICIPAL SERVICES

by

ARRIS Global Services, Inc.

Document Classification

Confidential

Document Contact

Robbi Chrzanowski

678-473-8256

robbi.chrzanowski@commscope.com

Project Information

Customer	WYANDOTTE MUNICIPAL SERVICES	Customer Site	3200 Biddle Ave, Wyandotte, MI 48192
Contact Name		ARRIS Sales Contact	Bill Lee
Contact Phone		Expiration Date	7/31/2020
Contact Email		Quote/Proposal	300284-Wyandotte-Technology Consulting-SOWv6

1. Introduction

This Statement of Work ("SOW") is governed in all respects by ARRIS standard terms of sale (available at <http://www.arrisi.com/docs/tc.pdf>) ("Agreement"), and it defines the scope of the deliverables.

Capitalized terms not otherwise defined in this SOW shall have the meanings provided in the Agreement.

ARRIS shall not have any access to and will not be provided the Personal Information of any Customer customers or other Customer end users.

2. Project Scope

This SOW provides for ARRIS Professional Services to provide Consultation Services to assist Customer with their migration to new services ("Services") for the Customer's Wyandotte, MI market ("Site"). This revision has been modified to include planning activities and defer certain post-planning activities. This SOW builds upon the original SOW, 290101-Wyandotte-Expanding Technology Consulting-SOW v9.

Except as otherwise specified in this SOW, in the event of a conflict between the terms of this SOW and the Agreement, the terms of the SOW shall govern in respect of the subject matter hereof.

2.1. ARRIS and Customer Responsibilities

The successful execution of Services may be dependent upon activities which are not within the scope of this Statement of Work for ARRIS but are integral to the deployment and are the sole responsibility of the Customer.

2.1.1. Project Team

The ARRIS Consultation Service will be led by an ARRIS Senior Consultant, who will be the point of contact for the project information, including meetings and exchange and collection of the required data.

2.1.2. Project Plan

ARRIS will work with the Customer to produce a Project Plan which will guide the project teams. Within one week of ARRIS's receipt of the applicable Customer purchase order and execution of this SOW, both parties will agree to the Project Plan prior to commencement of the project. The Project Plan is a living document which will be updated as the project progresses and will specify: project team members and contact information; project schedule, dependencies and anticipated timeline; and detailed project activities with responsible owners.

2.1.3. Consulting Service Workflow

Initial meeting to review the scope and to review how the end-documents should be delivered.

- Clearly state (verify) the scope of the consulting services, which will provide clear guidance of the final requirements documents (to meet the key objectives).
- Review timelines and milestones of the Consulting Services. This will ensure that the key objectives and goals can be met and that the scope of the project is accurately reflected. It will also aide the sponsor to reach a formal agreement with the stakeholders.
- Review the details of the phases of the Consulting Services, which may include the estimates of the start and end points of each phase, identifying Single Points of Contact (SPOCs) from both teams to sign-off any changes required in specific areas, the cycle-time and capacity of each step of the process. The goal in this stage is the identification of any necessary changes to meet the key objective.

Collect information through interactions and interviews with various Customer stakeholders and resources, including management, engineers, and various technical subject matter experts (SMEs). The collected information will be documented concisely, in a method agreeable to Customer.

2.1.4. Deployment Deliverables, Requirements and Assumptions

ARRIS's Consulting Services team will work with Wyandotte's team to assist with their migration to new services. Consulting will be delivered at an hourly rate, plus related travel expenses. Consulting recommendations will be vendor-agnostic, as directed by Customer. The Consulting Services Team will focus on the following topics and tasks during this consultation:

2.1.4.1. Deployment Plan

ARRIS will assist with developing a recommended Deployment Plan which details (on both the Customer's side and the Subscriber's side) the tasks and timeframes required to enable a successful transition to the new network. Elements of the plan will include:

- Logistics of the deployment plan for high speed data (HSD):
 1. Transition from RF to FTTH from the Subscriber's perspective. Assume that Wyandotte will provide 100Mbps, 200Mbps, and 300Mbps to Subscribers in their FTTH system, with the option for Subscribers to get up to 1 Gbps.
 2. Provide an internet capacity roadmap, which includes an overview of the end to end infrastructure changes given different utilization assumptions and how they change the Customer and Subscriber experience:
 - Changes and understanding for Headend staff
 - Changes and understanding for Field Staff
 - Changes and understanding for Office Staff
 - Communication points to provide to the Subscriber
 - Upgrade options to bring to market, and how to communicate

3. Regarding the legacy platform and timeframe for turn-off, evaluate the cost savings to accelerate the legacy Hybrid Fiber Coax (HFC) system turn-off timeframe from 3-4 years to 1-2 years.
- Marketing Consulting: Assist Wyandotte with marketing their new service.
 1. Incentivizing Subscribers to upgrade their plans. This can be considered a continuation of the roadmap, and will look at how we address each type of Subscriber in order to drive and then accelerate the transition:
 - Innovators
 - Early adopters
 - Early majority
 - Late majority
 - Laggards
 2. Establishing tiers of service.
 3. Note that ARRIS will work with Allegra, who will utilize the information to create and deliver the actual marketing material.
 - Education and Training:
 1. Development of training materials.
 2. Conduct general and technical training for the following groups (class sizes will be limited to no more than six people each, or can be setup as train-the-trainer for delivery to larger groups; expect 4 weeks for delivery):
 - Head End – review new equipment, review troubleshooting.
 - Maintenance/Service Techs – for example: understanding troubleshooting differences for fiber versus HFC, when and how to apply OTDR readings to the new infrastructure in a failure event.
 - Field Techs/Installers: teaching what to look for, and how to troubleshoot.
 - GPON Design Overview, what types of light levels are expected, how to setup GPON devices, validating Optical Network Terminal (ONT) devices.
 - Introduction of new network interface devices, setup guidelines, troubleshooting, and procedures

2.1.4.2. Capacity Planning

- Assist with capacity planning for the Customer's future bandwidth requirements, including IPTV capacity planning, considering the FTTH network will support up to 1Gbps per Subscriber, and given a 100% take rate. This assumes current and historical data is available or will have to be collected.
- This may include modeling upstream bandwidth/backhaul requirements for different downstream data rate service offerings for their Subscribers (100 Mbps, 200 Mbps, etc. up to 1 Gbps).
- Advise on creation of a network which is fully physically redundant, with each network able to handle the full bandwidth requirements. Advise on capacity requirements at the router level to provide internet drain needs given a longer horizon for upgrades.

2.1.4.3. OSP RFP Support

- Assist with Outside Plant Request for Proposal (RFP) creation by:
 1. Creation of an RFP template that Customer will customize.
 2. Provide construction standards and other technical information to support RFP creation.

2.1.4.4. Ongoing Headend Support

- Provide Design support (up to 3 weeks) for minor headend design revisions that may occur after working with the Architect regarding building requirements, ladder rack placement, rack elevations, floor plans, etc.

2.1.4.5. Program/Technical/Vendor Management

- This resource will be assigned during the duration of the consulting engagement and will help plan, manage, and monitor deliverables being developed by multiple different parties (for example: ARRIS, Wyandotte, the Architect, CPE vendors, the OSP Construction company, IPTV vendor, FTTH equipment vendors, and FTTH headend vendors).

2.1.5. Consulting Deliverable

The deliverables to the Customer will be delivered throughout the project, and for this consulting assignment will include the following:

Section	Topic	Type	Expected Duration*
2.1.4.1	Deployment Plan	Report/Presentation	Nov 2019 – Mar 2020
2.1.4.2	Capacity Planning	Report/Presentation	Nov 2019 – Mar 2020
2.1.4.3	Ongoing Headend Support	Support	Nov 2019 – Mar 2020
2.1.4.4	Program/Technical/Vendor Management	Support	Nov 2019 – Mar 2020

**Estimated; timeframes and durations may vary depending on actual consulting hours used.*

Deliverables will be presented to the Customer by ARRIS for comments and potential next step action items will be discussion.

2.2. Customer Responsibilities

Customer must play an active role in the planning and execution of this project.

- Customer will provide appropriate vendor contact information for Consultant to contact.
- Customer will provide physical access to site(s) while engaged in on-site deployment activities.
- Customer will provide a main point of contact during the Services.

3. Exclusions

Services and material products not expressly described within this SOW are considered to be out-of-scope and shall be subject to a change control process described in Section 6 (below) or a separate statement of work and shall be billed separately. Out-of-scope activities include, but are not limited to:

- Management or coordination of any non-ARRIS resources, vendors or components not specified in this SOW
- Integration with any system or network components not specified in this SOW
- Configuration of products or sites not set forth in this SOW

4. Warranty

ARRIS provides a 30-day warranty on all services from the date of Customer Acceptance, as defined herein. Warranty work performed by ARRIS due to any reasons other than defects in the Services performed by ARRIS will be invoiced at a rate of \$1,500.00 a day.

5. Acceptance

The Acceptance Procedure ("AP") for Customer's acceptance of the Services is set forth in Appendix B ("Customer Acceptance").

Customer agrees to sign the Customer Acceptance Notice (attached hereto as Appendix D) within five (5) business days following the satisfactory completion of AP. If the Customer has not signed the Customer Acceptance Notice or has not provide written notice of open issues within the five (5) business day period, the Services as set forth in this SOW are deemed accepted.

6. Change Control

Any changes to this SOW must be made through the change control process using the Project Change Request ("PCR") form shown in Appendix C.

Any changes to the project due to Customer action or inaction that results in project delays requiring additional time and/or travel to complete the project will be billed to the Customer at ARRIS' then current professional services rate plus travel expenses.

ARRIS conducts a detailed discovery review before the commencement of any project to understand the possible risks that may be uncovered during the deployment phase of the project. However, in the event that any unforeseen work is required to complete the project, ARRIS will require a separate statement of work or PCR, and subject to additional fees.

In the event that Customer wishes to cancel the project prior to the completion, a PCR will be generated for Customer signature and the Customer shall pay for services rendered to date, as reasonably determined by ARRIS, including travel expenses.

7. Fees and Payment and Travel Expenses

Fees for Services are set forth in Appendix A.

Prior to the end of each month during the term of this project, ARRIS may deliver a billing notice (e.g., Pre-Invoice) to Customer. Each billing notice will include the current month's completed Services, as listed in Appendix A. Customer will have five calendar days after receipt of the billing notice to either approve or disapprove the charges. If no response is received within the five-day period, the charges will be assumed approved, and an invoice will be issued and payable subject to the Agreement. All payments are non-refundable.

If Customer requests mobilized resources on site, to which ARRIS resources are dispatched to the site, and the work is unable to be executed to completion, ARRIS reserves the right to bill Customer for travel and expenses, as well as additional resource hours.

ARRIS requires a cancelation/postponement notice seven (7) days prior to on site arrival for any cancelled/postponed work that requires ARRIS resources on site. ARRIS resources are scheduled to arrive on Mondays, unless prevented by holiday. In the event that ARRIS does not receive such notice within the timeframe specified, ARRIS reserves the right to bill Customer for the work such ARRIS resource was scheduled to undertake for Customer, in addition to any related travel and expenses.

8. SOW Agreement

Customer and ARRIS both agree and understand that all deliverables to be provided by ARRIS and Customer under this SOW are specified in this SOW.

No other deliverables shall be requested by Customer or delivered by ARRIS without a PCR or pursuant to a separate statement of work. No other deliverables which may have been discussed between the Customer and ARRIS and not documented in this SOW shall be construed as a deliverable.

SOW #: 300284-Wyandotte-Technology Consulting-SOWv6

(CUSTOMER Signature)

(ARRIS Global Services, Inc.)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

To request electronic signatures on this SOW, PCR, or Customer Acceptance Notice, please send requests to signSOW@commscope.com.

APPENDIX A: SERVICES FEE

Unit	MFG Part Number	Description	QTY	PRICE	EXTENDED PRICE
Per Hour	476666-144-00	Technology Consulting Service ARRIS will provide Consulting Services @\$150/hr. as described herein for all services except CSR Training.	1240	\$150.00	\$186,000.00
Estimated	728928	Travel and Expenses (estimated) ARRIS will only bill for travel related expenses incurred. Any expenses incurred in excess of the quoted travel expenses will require Customer approval.	1	\$10,000.00	\$10,000.00
Project Total				\$196,000.00	

ARRIS PO

Issue Purchase Order To:

domestic.fax@arris.com

ARRIS Solutions, Inc.

3871 Lakefield Drive

Suwanee, GA 30024

USA

** Professional Services under this SOW will be performed by ARRIS Global Services Inc. ("AGSI") employees and contractors; however, ARRIS Solutions, Inc ("ASI") may invoice and accept purchase orders on behalf of AGSI in order to assist and facilitate the Customer's interaction with ARRIS.*

APPENDIX B: ACCEPTANCE PROCEDURE

Once a month, ARRIS will submit an itemized list of services delivered. The Acceptance Process (AP) will mark Customer's determination that ARRIS has provided the selected deliverables set forth in this SOW / Exhibit A, and executed all the relevant tasks to Customer's satisfaction.

Customer agrees to sign Customer Acceptance Notices (Appendix D) immediately following the satisfactory completion of the tasks, as outlined in this SOW. If Customer has not signed a Customer Acceptance Notice or has not provided written notice of open issues within five (5) business days following the satisfactory completion of the SOW, the Deliverables for the applicable Site(s) will be deemed accepted by Customer.

APPENDIX C: PROJECT CHANGE CONTROL (PCR) FORM

This PCR form is valid for five (5) business days from the PCR date shown below. ARRIS may not accept a signed PCR if received after five (5) business dates of the PCR date shown below.

PCR Date:					
CUSTOMER Project Owner:		ARRIS Project Manager:		Project PCR #:	
Project Summary:					
Description of Change:					
Reason for Change:					
Proposed Change(s):					
Estimate of Change: (Cost and Schedule)					

- ☐ I approve this PCR with no changes.
- ☐ I approve this PCR with the following changes:
(detail changes required here)
- ☐ This PCR is not approved. The following changes are required:
(detail changes required here)

**CUSTOMER
Name:** _____

**CUSTOMER
Signature:** _____ **Date** _____

**ARRIS
Name:** _____

**ARRIS
Signature:** _____ **Date** _____

To request electronic signatures on this SOW, PCR, or Customer Acceptance Notice, please send requests to signSOW@commscope.com.

APPENDIX D: CUSTOMER ACCEPTANCE NOTICE

CUSTOMER Name: _____ Location: _____

Product Line: _____

Services: _____

SOW #: 300284-Wyandotte- Technology Consulting-SOWv6

Purchase Order #: _____

Our signatures below confirm and validate that the Services referenced above have been successfully delivered and completed by ARRIS Global Services, Inc. and are accepted by Customer.

(CUSTOMER)

ARRIS Global Services, Inc.

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Acceptance Date)

(Date)

To request electronic signatures on this SOW, PCR, or Customer Acceptance Notice, please send requests to signSOW@commscope.com.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 7

ITEM: Video on Demand (VOD) Shelf Capacity Storage Upgrade

PRESENTER: Steve Timcoe-Superintendent CATV

INDIVIDUALS IN ATTENDANCE: Paul LaManes-General Manager

BACKGROUND: Wyandotte Municipal Services currently offers VOD which was launched in 2010 on an ARRIS hardware platform. WMS implemented similar capacity upgrades to this request in 2015 and 2017 as the volume of VOD programming content available increased. This expansion need was escalated by the fact that almost all VOD programming is now available in HD version which requires more storage space. We currently are operating at full capacity and are not able to ingest any more content. As VOD was launched in 2010 on an Arris platform, this request is for a sole source procurement.

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

ACTION REQUESTED: Concur with the Municipal Services Commission in authorizing the General Manager to sign the Statement of Work (SOW) to proceed with the purchase, installation and configuration of VOD storage capacity equipment to accommodate a storage capacity increase for our VOD service offering, for an amount not to exceed \$ 60,000 with sole source provider, Arris, as recommended by WMS management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Approved FY2020 capital budget for VOD Upgrade = \$60,000. Acct No 594-000-970-000-11HEI2

IMPLEMENTATION PLAN: Subsequent to Council concurrence, execute the SOW for the purchase, installation and configuration of equipment to accommodate a storage capacity increase for our VOD service offering.

LIST OF ATTACHMENTS:

1. 12.16.19 Council Arris VOD Attachments

RESOLUTION

Item Number: #7
Date: December 16, 2019

RESOLUTION by Councilperson _____

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

RESOLUTION AUTHORIZING THE GENERAL MANAGER to sign the Statement of Work (SOW) for the purchase, installation and configuration of VOD storage capacity equipment to accommodate a storage capacity increase for our VOD service offering for an amount not to exceed \$60,000 with the sole source provider, Arris, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____



Quote #: QN-24747 - 0
Quote Name: Wyandotte VOD Quote
Quote Date: 11/01/2019
Expiration Date: 01/06/2020

Issue Purchase Order To:
ARRIS Solutions, Inc.
3871 Lakefield Drive
Suwanee, GA 30024

Customer	WYANDOTTE MUNICIPAL SERVICES	Quote Creator	Johnna Massoni	Sales Person	Johnna Massoni
Contact	John Stammersky	Telephone	+1 5618431960	Telephone	+1 5618431960
Telephone	734-324-7132	Email	johnna.massoni@commscope.com	Email	johnna.massoni@commscope.com
Email	stammersky@wyan.org				
Address	WYANDOTTE MUNICIPAL SERVICES 3200 BIDDLE AVE STE 200 WYANDOTTE, MI, 48192 US	Offer Number	OFR-043649	Payment Terms	NET 30
				Freight Terms	Prepay & Add
				Inco Terms	EXW

Item	Part Number	Description	Qty	Customer Price	Extended Price
1	ASK/7G/MED	MED APP SERVER HW	2.00	12,500.00	25,000.00
2	VOD-PROF-SVCS	PROFESSIONAL SERVICES (PER HOUR WITH MIN 4 HOURS)	2.00	6,500.00	13,000.00
3	XMS/STO/XH-48TB-RB	REFURBISHED 48TB (RAW) EXTERNAL HDD STORAGE EXPANSION FOR XMS FLEX - 24 X 2TB DRIVES FOR VOD	1.00	20,000.00	20,000.00
4	XMS/STO/2TB	XMS FLEX 2TB 3.5 HDD FOR VOD SERVER	1.00	1,200.00	1,200.00
5	VOD-SRVR-EXPANSION	VIDEO SERVER EXPANSIONS (PER MEDIAHUB)	1.00	3,000.00	3,000.00
6	VOD-DISCOUNT	ONE TIME DISCOUNT FOR VOD	-1.00	2,200.00	-2,200.00
- Subtotal					60,000.00
Quote Total					60,000.00



Notes:

Seller: ARRIS Solutions, Inc.

All Pricing in US\$.

The prices, quantities and other items referenced in this quote are contingent upon the parties reaching a mutually satisfactory agreement on all terms and conditions. Upon the award of business, ARRIS will, in good faith, negotiate the terms and conditions of a definitive, written agreement.

All products and services are provided to Buyer in accordance with Seller's terms of sale included in this quotation; provided that, if Buyer has a master agreement in place with ARRIS, the master agreement will apply in lieu thereof.

To order:

Please issue a PO to **ARRIS Solutions, Inc.** and FAX or email to:

Customer Account Rep

ANGELA BARBOSA

Please Reference:

Customer Acct Rep Email

domestic.fax@arris.com

Opportunity #

306656

Customer Acct Rep Telephone

215-323-2111

Quote #

QN-24747 - 0

Customer Acct Rep FAX

(678) 473-4350

on All PO's and Correspondence



ARRIS Corporate Terms and Conditions of Sale (FRM0122_Issue20)

All Customer Purchase Orders are subject to these terms and conditions and all additional terms and conditions presented on or accompanying an ARRIS Quotation or ARRIS Order Acknowledgment. ARRIS specifically rejects and Customer disclaims all printed provisions in Customer's printed Purchase Orders including associated forms and/or documents. These terms and conditions, together with the ARRIS Order Acknowledgment shall constitute the entire agreement between ARRIS and Customer with respect to any Customer Purchase Order and the Products and/or Services provided hereunder ("Agreement"). This Agreement supersedes any prior or contemporaneous agreements or representations written or oral. This Agreement may be modified only in writing signed by both parties.

1. **CUSTOMER REPRESENTATIONS.** Customer represents and warrants that (i) the Products and/or Services purchased hereunder will not be used, directly or indirectly, to further the illegal theft of services or any other unauthorized receipt, interception, publication, distribution of, or interference with any privately owned transmission of information and (ii) except as otherwise agreed to by the parties under a separate written agreement, Customer will not act as a reseller of any Products and/or Services provided hereunder.
2. **DEFINITIONS.** "ARRIS" means ARRIS Solutions, Inc., a wholly owned subsidiary of ARRIS International plc and/or its designated affiliates (including, without limitation, ARRIS Global Ltd. and ARRIS Global Services, Inc. ("AGSI")). Professional Services (as defined herein) may be performed by AGSI employees and contractors; however, another ARRIS affiliate may invoice and accept purchase orders on behalf of AGSI in order to assist and facilitate the Customer's interaction with ARRIS; "Customer" means the person or entity however constituted to whom the Products or Services are provided directly by ARRIS; "GPL" means the General Public License relating to software modification; "Hardware" means equipment designed and manufactured by ARRIS, or other manufacturer's equipment offered for sale by ARRIS to Customer; "Order Acknowledgment" means a document furnished by ARRIS acknowledging the receipt of Customer's Purchase Order and ARRIS' agreement to supply the Products and/or Services stated therein under the terms and conditions stated herein; "Open Source Software" means any software that: (a) contains or is derived in any manner (in whole or in part) from software that is distributed under license terms where any party can be a licensee without notice to the licensor with a right to modify, including without limitation distribution models similar to the GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); the Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (CSL); the Sun Industry Source License (SISL); and/or the Apache Software license; or (b) software that is licensed pursuant to any of the following terms (i) any requirement for licensee to distribute source code, including without limitation derivatives or modifications thereof, to non-licensor third parties, (ii) any requirement for any patent non-assert or patent license be conferred by ARRIS to non-licensor third parties, or (iii) any requirement to provide licensor attribution(s) to non-licensor third parties; "Products" means the Hardware and/or Software offered for sale or licensed to Customer at time of sale; "Professional Services" means site engineering, system integration, product installation, implementation, training or other professional services; "Purchase Order" means Customer's document for the acquisition of Products and/or Services, exclusive of all printed terms and conditions contained thereon; "Quotation" means either ARRIS' offer to sell Services and/or Products or ARRIS' document that provides a summary of the Statement of Work and pricing corresponding to the Statement of Work; "Services" means Professional Services and Technical Services, excluding Annual Technical Support, as provided by ARRIS to Customer. Services are not Products; "Shipment Date" means the date on which ARRIS has scheduled shipment of Products to Customer; "Software" means ARRIS-licensed software, including any updates provided, and any other enhancements, modifications, and bug fixes provided thereto, in object code form only (unless otherwise specified), and any full or partial copies thereof. Software does not include software created or owned by third parties, including but not limited to Mediaroom Client and related supporting software (including, but not limited to operating system, conditional access, and drivers) ("Mediaroom Software") created or owned by Microsoft or its affiliates or Ericsson or its affiliates and any related future Mediaroom Software ("Ericsson Software"). Additional terms and conditions related to Ericsson Software are set forth in Section 25 below; "Statement of Work" means any document agreed to and executed by the parties, incorporated by reference, detailing the work or Services to be performed and Products to be supplied (if applicable); "Technical Services" means support services, as offered for all ARRIS Products, which include warranty repair, return and annual support contracts supporting Product software upgrades and maintenance. Annual contracts for non-warranty Technical Services ("Annual Technical Support") are not subject to the terms and conditions of this Agreement. If available, Annual Technical Support may be purchased separately subject to ARRIS' Technical Services terms and conditions which will be made available upon request to services.orders@arris.com.
3. **PURCHASE ORDER ACCEPTANCE; MODIFICATION.** ARRIS' acceptance to supply Products and/or Services, as identified in Customer's Purchase Order, shall be (i) in writing and at ARRIS' sole discretion, as evidenced by the issuance of an Order Acknowledgment (regardless if accepted elsewhere by a salesperson, selling agent or representative); and (ii) subject to the terms and conditions herein ("Acceptance of Customer's Purchase Order"). A Customer Purchase Order will not be binding until ARRIS issues a written Order Acknowledgment. Acceptance of Customer's Purchase Order shall be subject to the following minimum thresholds: subscriber terminal devices of \$20,000; addressable computer equipment of \$10,000; supplies, repair parts and subassemblies of \$250; all other products of \$5,000; and Services of \$300. Purchase Orders are binding and non-cancellable upon ARRIS' Acceptance of Customer's Purchase Order. Customer agrees that the fees and timeline provided in an SOW may be subject to change if Customer's responsibilities and assumptions as set forth in an SOW are not fulfilled. A valid modification to a Purchase Order requires ARRIS' prior written consent. A requested modification in drawings, designs, specifications, shipment completion dates or Purchase Order termination requested by Customer may result in additional cost to Customer. Any additional cost to Customer will be at ARRIS' standard rates in effect at the time of Customer's request. ARRIS' performance of Customer's request shall commence only upon the issuance of a new Purchase Order or written amendment to an existing Purchase Order authorizing the applicable charge. Customer's oral request for Services shall be binding on Customer and deemed by ARRIS as a valid Customer Purchase Order, governed by this Agreement. Customer further agrees, as a result of any request made hereunder to pay any and all charges associated with such Service request. Customer requested changes in performance of Services shall be reviewed upon ARRIS' receipt of Customer's request to determine if additional charges are applicable.
4. **PRICE OF PRODUCTS AND/OR SERVICES.** The price for Products and Services are based on ARRIS' published list prices in effect at time of ARRIS' receipt of Customer's Purchase Order unless otherwise set forth in the Order Acknowledgment, or a valid issued Quotation, Statement of Work or proposal. A Quotation, Statement of Work or proposal is valid for a period of sixty (60) days from date of issue unless a shorter period is stated. Errors or omissions in price are subject to correction by ARRIS. All published list prices (in US dollars) are subject to change by ARRIS without notice. ARRIS retains all rights to change the Products and/or Services or may discontinue any Products and/or Services at ARRIS' sole discretion.
5. **PRICES; ADJUSTMENTS.** The price of Products and Services may subsequently be adjusted to reasonably reflect the adverse cost impact to ARRIS of: (i) Customer changes or delays which are outside of the scope of Services; (ii) legal/regulatory changes which occur after the issuance of the Quotation and/or Statement of Work for the particular Services in question; or (iii) the failure of Customer to perform its obligations under Sections 6, 7, and 8 of this Agreement. ARRIS will provide a written notice and reason for an adjustment to the price within a reasonable period of time

after ARRIS becomes aware of an event under which ARRIS intends to request an adjustment. The parties will then determine, in a commercially reasonable manner, the price adjustment that is appropriate. Pending such agreement, ARRIS will continue to perform the Services specified in the Purchase Order for ten (10) business days or such other greater time that may be agreed to in writing by ARRIS, unless Customer fails to pay amounts due to ARRIS when due, an event specifically identified in the Quotation and/or Statement of Work permitting suspension or termination of the Services occurs, or Customer is otherwise in breach. In the event an adjustment to the price has not been made within the aforementioned ten (10) business days, ARRIS shall have the right to terminate this Purchase Order, in whole or in part and in addition to any other remedy available to ARRIS, Customer shall make immediate payment to ARRIS on account of all Products delivered and/or Services rendered.

6. **SCHEDULE FOR PERFORMANCE OF SERVICES.** ARRIS will perform the Services in accordance with the schedule stated in the Quotation and/or Statement of Work. ARRIS shall select the method of performance of the Services, including without limitation the right, in its sole discretion to use agents or subcontractors to perform the services to be rendered. Both parties agree to adhere to the schedule, however, each party will give due consideration to any reasonable proposal by the other party regarding changes in the schedule which, if agreed upon, will be recorded in a written modification to the applicable Purchase Order or Statement of Work. Dates for performance of Services are estimated by ARRIS in good faith but not guaranteed by ARRIS. Except as otherwise set forth in the Quotation and/or Statement of Work, ARRIS will have unrestricted access to Customer's site and any other locations at which Services are to be performed at all times (including overtime hours, Saturdays, Sundays and holidays) for the purpose of performing the Services.
7. **SITE PREPARATION AND CONDITION FOR SERVICES.** Customer will be responsible for preparation of the site, at which ARRIS will perform the Services, to the specifications and in accordance with the time schedule stated in the Quotation and/or Statement of Work. Customer warrants to ARRIS that each such site is in compliance with all applicable health and safety regulations and is free from all friable asbestos and hazardous contamination or pollutants, as further provided in Section 9 below.
8. **HAZARDOUS MATERIALS.** Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer will take any and all steps needed to assure that each site is free from all friable asbestos and hazardous contamination or pollutants. If contamination is found to be present at a site, ARRIS will have no further obligations under any Quotation and/or Statement of Work (other than with respect to any software licenses or confidentiality obligations), until such contamination is removed.
9. **PACKAGING, SHIPMENT, AND SERVICE DATES.** All Products shall be suitably packed for shipment. ARRIS may charge for packing and/or packaging including special documentation to comply with Customer requirements. Shipment terms are EXWORKS, designated location determined by ARRIS (Incoterms 2010), unless specified otherwise by an ARRIS Quotation and Customer Purchase Order confirmed by ARRIS Order Acknowledgement. Unless otherwise expressly stated, ARRIS shall have the right to make delivery of Products and data in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse ARRIS from making further deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments. ARRIS shall have the right to ship any material and data to Customer in advance of the shipping date agreed upon by the parties, and Customer agrees to accept without recourse any such shipments shipped in advance of the agreed upon shipping date. In the event of shipment delay requested by Customer or a delay caused by lack of shipping instructions, ARRIS will store all Products covered thereby at. ARRIS will invoice the Customer at the full price for the Products including an additional storage fee.
10. **TITLE, RISK OF LOSS, AND INSURANCE.** Title, risk of loss, damage, and insurance responsibilities for the Products pass from ARRIS to Customer upon delivery of Product to the shipping agent or carrier. Title to all Software shall remain with ARRIS or its licensors, but risk of loss, damage and insurance responsibilities shall pass to Customer at ARRIS' shipping location. To secure full and prompt payment hereunder, Customer hereby grants to ARRIS the right to a security interest in the Products acquired by Customer.
11. **ACCEPTANCE OR REJECTION OF PRODUCTS/SERVICES.** After the delivery of the Products or the performance of Services, Customer shall have five (5) business days in which to inspect the Products and/or Services and notify ARRIS of any nonconformity to the Purchase Order, statement of work or ARRIS quotation (as applicable) ("Acceptance Period"). Acceptance of Products and Services by Customer shall be deemed to have occurred at the expiration of the Acceptance Period (unless ARRIS is advised otherwise in writing within the Acceptance Period) or upon Customer's commercial use of the Products and/or Services. Annual Technical Support contracts are expressly excluded from this section. IF ANY PRODUCT OR SERVICE DOES NOT SUBSTANTIALLY CONFORM TO THE APPLICABLE PURCHASE ORDER, STATEMENT OF WORK OR QUOTATION (AS APPLICABLE) CUSTOMER SHALL NOTIFY ARRIS IN WRITING OF THE NONCONFORMANCE, AND FOR PRODUCTS, OBTAIN AN AUTHORIZATION FOR RETURN, AND RETURN SUCH PRODUCTS TO ARRIS FOR CORRECTION OR COMPLETION AS REQUIRED. WITH RESPECT TO SERVICES, ARRIS SHALL, AT NO ADDITIONAL CHARGE (IF DETERMINED BY ARRIS TO BE ARRIS' FAULT), TAKE PROMPT ACTION TO CORRECT SUCH UNSATISFACTORY SERVICES.
12. **PAYMENT TERMS.** All amounts due shall be payable in United States dollars unless otherwise specifically agreed upon in ARRIS' Order Acknowledgement. Customer's payment obligations, as stated on ARRIS' invoices, are thirty (30) days from the date of invoice, unless otherwise agreed in writing by both parties. ARRIS shall invoice Customer on or about delivery. Invoices for Services will be rendered in accordance with an established milestone schedule or upon completion of any Services. Late charges of one and one-half percent (1 1/2%) per month on outstanding balances, or the maximum permitted by law, whichever is less, may be charged. Customer shall also be responsible to reimburse ARRIS for all costs associated with ARRIS' attempt to collect amounts due from Customer, including reasonable attorney's fees and collection agency fees. If Customer fails to pay such sums as are due to ARRIS, in addition to any other remedies that ARRIS may have hereunder, ARRIS shall have the right to: (i) withhold shipment of Products or delivery of Professional Services; (ii) terminate any and all contracts or agreements between the parties or (iii) pursue any and all remedies available to it at law or in equity. If, in ARRIS' judgment, Customer's financial condition or payment history does not justify continuation of the existing payment terms, ARRIS may: (i) require full or partial payment of Customer's account; (ii) require payment in advance of Products shipment or for performance of any Services; (iii) change Customer's credit terms; or (iv) any combination of the above.
13. **TAXES.** In addition to the Price for Products or Services paid by Customer, Customer will pay ARRIS the amount of all taxes, excises, or other governmental charges that ARRIS may be required to pay with respect to the production, sale, license, or transportation of any Products delivered hereunder, including the performance of any Services, except taxes on or measured by ARRIS' net income. If Customer claims exemption from any taxes, Customer will provide ARRIS with documentation required by the taxing authority to support the exemption. The prices for Products and Services exclude all levies (including, but not limited to copyright levies) and duties relating to the Products and/or Services, all of which are the Customer's responsibility. Any liability to withhold sums under local taxation rules shall not affect the Customer's responsibility to make payment of the charges to ARRIS in full. If an amount is subject to a withholding, the Customer shall increase the relevant payment to ensure the amount payable to ARRIS (net of withholding) is equal to the charges which would otherwise be due to ARRIS if no such withholding had been made.

14. **PRODUCT AND SERVICES WARRANTY.** ARRIS warrants from the date of shipment to Customer that Products, which ARRIS manufactures and supplies, will substantially conform to ARRIS specifications in effect as of the date of shipment and will be free from substantial defects in material and workmanship under normal use (within published specifications), given proper installation and maintenance, for the specified warranty period for the Product. ARRIS further warrants to Customer that all Services performed by ARRIS for Customer will be provided in a workmanlike manner. Customer must promptly notify ARRIS of any claimed defect in the Product and/or Services. ARRIS or its agent may inspect the Product or workmanship on Customer's premises. Product returned to ARRIS under warranty must be packed securely and shall be shipped freight prepaid (with duties, taxes and brokerage fees, (if applicable), risk of loss and all other charges associated with the return of such Products being the responsibility of the Customer), together with a statement setting forth the claimed defect. EXCEPT AS AGREED TO IN A SEPARATE WRITING BETWEEN THE PARTIES, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS AND SERVICES DELIVERED TO CUSTOMER HEREUNDER, WHETHER STATUTORY, BY OPERATION OF LAW, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING OUT OF USAGE OR TRADE. THIS WARRANTY IS APPLICABLE SOLELY TO CUSTOMER AND NOT TO ANY SUCCESSOR IN INTEREST OR ANY OTHER THIRD PARTY. NO WAIVER, ALTERATION, OR MODIFICATION OF THIS WARRANTY SHALL BE BINDING AGAINST ARRIS UNLESS IN WRITING AS A SEPARATE AMENDMENT HERETO AND SIGNED BY AN ARRIS AUTHORIZED EXECUTIVE. IF A PRODUCT IS NOT LISTED IN THE BELOW TABLE, THEN ARRIS DISCLAIMS ALL WARRANTIES OF ALL TYPES. FOR ANY THIRD PARTY PRODUCTS SOLD UNDER THIS AGREEMENT, SUCH THIRD PARTY VENDOR WILL PROVIDE DIRECTLY TO CUSTOMER THE RESPECTIVE WARRANTIES, SOFTWARE LICENSE AND INDEMNIFICATION. ARRIS EXPRESSLY DISCLAIMS ALL WARRANTIES FOR ANY SOFTWARE AND/OR COMPONENTS OF THE SOFTWARE CREATED OR OWNED BY ANY THIRD PARTY INCLUDING WITHOUT LIMITATION ERICSSON SOFTWARE, AND ANY THIRD PARTY EQUIPMENT AND SOFTWARE PURCHASED AND LICENSED BY CUSTOMER DIRECTLY FROM ANY THIRD PARTY VENDOR, EVEN IF RECOMMENDED FOR USE BY ARRIS WITH THE PRODUCTS. ANY AND ALL WARRANTIES FOR SUCH THIRD PARTY EQUIPMENT AND SOFTWARE SHALL BE PROVIDED UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT(S) BETWEEN CUSTOMER AND THE THIRD PARTY VENDOR FOR SUCH THIRD PARTY EQUIPMENT AND SOFTWARE. Unless otherwise specified in ARRIS Standard Product Warranty Schedule (available at <http://www.arris.com/globalassets/resources/company-overview/standard-tscs-warranty-table.pdf>), the warranty period for ARRIS' hardware products is one (1) year from the date of shipment, and ninety (90) days for Software. The warranty period for Services is 30 days from the date the performance of such Services has been rendered. Other than as expressly stated, the ARRIS warranty shall not cover components subject to normal wear and tear, such as fuses, batteries except as otherwise provided herein, and lamps.
15. **WARRANTY LIMITATIONS.** ARRIS does not warrant (i) that the operation of the Product will be uninterrupted or error-free; (ii) that the functions of the Product will meet Customer's requirements; or (iii) that the Product will operate in combination with non-ARRIS products selected by Customer for its use. ARRIS gives no warranty for and shall have no liability with respect to any defects arising from any software (other than the Software) downloaded to or otherwise used in conjunction with the Product. In addition, ARRIS does not warrant physical damage to the surface of the Products, including cracks or scratches on the casing or damage caused by unauthorized attempts to open, repair or modify the Products, or any other cause beyond the range of the intended use. ARRIS shall be relieved of all obligations and liability under the warranty provisions set forth herein, if: (i) the Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by ARRIS; or (ii) the Hardware or Software was not purchased from ARRIS or its authorized reseller(s) or installed, operated and maintained in accordance with ARRIS' instructions and documentation; or (iii) the Hardware or Software has been repaired, altered or modified by someone other than ARRIS or approved by ARRIS; or (iv) Customer does not notify ARRIS in writing of the error or defect within the applicable warranty period with sufficient information for ARRIS to identify and reproduce such error or defect, or fail to return the defective Hardware or Software according to the terms of this Agreement; or (v) the Products have had their serial numbers or other identifying marks removed, obliterated or altered; or (vi) ARRIS demonstrates that the alleged error or defect in the Software or Hardware does not exist or was caused by Customer or any third party's misuse, neglect, improper installation or testing, or any other cause beyond the range of the intended use, or by accident, fire, lightening, terrorism or other hazard or act of God. ARRIS' entire liability and Customer's sole and exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services shall be correction of defects by repair, replacement, re-performance of Service or issuance of a credit in the amount of the net book value of the non-conforming Product, net of any applicable depreciation for use, at ARRIS' discretion. Refurbished Product may be used to repair or replace the Product. Customer shall have no claim to Product which was replaced or the components therein which were replaced. ARRIS has no liability with respect to claims relating to or arising from the use of equipment not bearing the ARRIS name or their licensed marks. Products that have been returned to ARRIS for repair, but that are not defective may be subject to ARRIS' standard examination charge in effect at the time. Products repaired or replaced under warranty are only warranted for the greater of the period of time remaining in the original warranty period or ninety (90) days. No agent, distributor, or representative is authorized to make any warranties on behalf of ARRIS or to assume for ARRIS any other liability in connection with any Product or Services.
16. **Product SupPort and Discontinued Products.** ARRIS, in its sole discretion, shall have the right to modify or discontinue ARRIS Products at any time during the term of this Agreement, including any revised or additional specifications. For discontinued product, ARRIS will give ninety (90) days prior written notice to Customer of such discontinuance. Except for Orders accepted by ARRIS prior to the date of such notice, ARRIS shall be under no obligation to continue the production of any ARRIS Product. Provided, however, ARRIS shall use reasonable commercial efforts to continue to make available for Customer to purchase spare parts and support services for any discontinued ARRIS Product (other than Category I, P, Q, R and S Products set forth in the ARRIS Standard Product Warranty Schedule) for a period of five (5) years from the date on which such Product is discontinued. For Category I, P, Q, R and S Products, ARRIS shall use reasonable commercial efforts to continue to make available spare parts and support services to Customer for a period of three (3) years from the date on which such Product is discontinued.
17. **RETURNS.** Products may not be returned to ARRIS without prior authorization. Customer must contact ARRIS to obtain an authorization number and return the Products to the location designated by ARRIS with all transportation charges paid by Customer. ARRIS may charge Customer certain fees for Products returned to ARRIS. Any Products returned to ARRIS without proper authorization will be returned to Customer at Customer expense. Risk of loss, damage and insurance responsibilities for the Products shall not pass from Customer to ARRIS until delivery of the Products to ARRIS' designated location.
18. **DISCLAIMER OF LIABILITY.** ARRIS WILL NOT BE LIABLE FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER. THIS LIMITATION APPLIES TO ALL PRODUCTS AND SERVICES PERFORMED DURING AND AFTER THE WARRANTY PERIOD. IN NO EVENT SHALL ARRIS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND ARRIS FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES. The Products are not specifically designed, tested, manufactured or intended for operation or use

- in any inherently dangerous, life endangering or life support applications where any failure of the Products could lead to death, personal injury or significant physical or environmental damage (High Risk Activities). If Customer uses the Products in High Risk Activities, including but not limited to nuclear facilities or the flight, navigation or communication of aircraft, Customer agrees that neither ARRIS nor its third party licensors are liable in whole or in part, for any claims or damages arising from such use, and that Customer shall indemnify and hold ARRIS and its third party licensors harmless from any and all claims for loss, cost, damage, expense or liability arising out of or in connection with any use of the Products in High Risk Activities. IF ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE, OR IN ANY OTHER EVENT, ARRIS' AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE LESSER OF ONE MILLION US DOLLARS (US \$1,000,000) OR THE DEPRECIATED VALUE OF THE AFFECTED PRODUCT OR THE ACTUAL AMOUNT PAID TO ARRIS FOR SERVICES DURING THE 12 MONTH PERIOD immediately prior to the event (or series of events) giving rise to the liability. THIS SECTION STATES THE ENTIRE LIABILITY OF ARRIS FOR ALL CLAIMS.
19. COMPLIANCE WITH APPLICABLE LAWS AND EXPORT RESTRICTIONS. The Customer will comply with all applicable laws affecting the purchase and use of Products. Customer agrees to maintain all registrations with governmental agencies, commercial registries, chambers of commerce, or other offices which may be required under law in order to properly conduct commercial business. Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer will (i) obtain and pay for all governmental or third party consents, permits, approvals, licenses and public and private easements necessary for ARRIS' unrestricted access to any site or location needed for performance of the Services and delivery of the Products; and (ii) will notify ARRIS in advance of any requirements including all local laws, regulations, ordinances and the like to which ARRIS is or will be required to comply in the rendering of Services and in the supplying of Products hereunder. Customer understands that certain Products furnished may be subject to export control laws or regulation. Customer agrees that it will comply with all international, national, federal, state and local laws, as well as all ordinances, orders, rules, regulations and requirements relating to the export or other regulation of all Products provided to Customer, including but not limited to checking all officially posted restricted party lists, and deny access to any Products by those individuals included on any such list(s). Customer undertakes to comply with the export laws and regulations of the United States, including but not limited to the Foreign Corrupt Practices Act and the Export Administration Act, and agrees that, without obtaining the necessary license or approval from the United States government, Customer will not knowingly (i) export, directly or indirectly, any United States origin technical data or software acquired from ARRIS (including without limitation the Software), or any direct product of that technical data, to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval, or (ii) disclose any United States origin technical data or software acquired from ARRIS (including without limitation the Software) to any national of any country for which the United States government or any agency thereof requires an export license or other governmental approval. Customer indemnifies and holds ARRIS harmless from and against any and all loss, damage or liability whatsoever arising out of Customer's failure to comply with the provisions of this section.
20. CONFIDENTIAL INFORMATION. Neither party will disclose to any third party or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "Confidential Information") of the other party, or if provided orally, confirmed in writing to be confidential or proprietary within twenty (20) calendar days after its disclosure. Notwithstanding the provisions herein, if Customer receives Confidential Information it shall treat such Confidential Information as confidential, prohibit recopying and use such Confidential Information only in connection with fulfilling its obligations under Customer's Purchase Order, including Product and Services pricing, programs, methods of processing, program design and structure, and the interaction and unique programming techniques of ARRIS. Customer shall take all reasonable steps necessary to abide by the provisions of ARRIS' security programs in effect from time to time, a copy of which will be provided to Customer upon request. Customer will return all Confidential Information to ARRIS upon completion of such obligations for its use, or upon the request of ARRIS. The parties recognize and agree that the unauthorized use or disclosure of the Confidential Information would cause irreparable injury to the other party for which it would have no adequate remedy at law, and that any actual or contemplated breach of this section will entitle the other party to obtain or seek injunctive relief prohibiting such breach, in addition to any other rights and remedies available to it. The obligations herein contained will expressly survive the final payment of any/or all Customer Purchase Orders. The provisions of this Section 20 shall survive the performance, termination or cancellation of Customer's Purchase Order and shall remain in full force and effect for a period of five (5) years from the date of the Customer's Purchase Order.
21. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or Software and all parts thereof, trademarks and all other information, including Product documentation, technical or otherwise which was developed, made or supplied by or for ARRIS in the production of any Products or the performance of any Service sold, rendered or licensed hereunder ("ARRIS IPR") will be and remain the sole property of ARRIS (or its licensors, if any). Customer agrees not to modify or reverse engineer any ARRIS IPR or Products purchased hereunder.
22. INDEMNIFICATION. ARRIS will defend and hold Customer and its respective officers, directors, agents, subsidiaries, affiliates, subcontractors, assignees and employees (collectively "Customer Indemnified Parties") harmless against damages finally awarded and to the extent applicable any reasonable court costs and expenses (including reasonable attorney fees), excluding consequential and exemplary damages, finally awarded against Customer (collectively, "Damages") and will, at ARRIS' expense, defend any third party claim, suit, or proceeding ("Claim") brought against Customer insofar as such Claim is based on an allegation that a Product as provided to Customer directly infringes a valid patent or copyright. ARRIS will pay Damages as the result of the Claim provided that (i) Customer promptly notifies ARRIS of the Claim, (ii) Customer gives ARRIS all applicable evidence in Customer's possession, custody or control, and (iii) Customer gives ARRIS reasonable assistance in and sole control of the defense and all negotiations for its settlement or compromise. In no event shall ARRIS be liable to Customer or any third party and Customer shall indemnify ARRIS and ARRIS' respective officers, directors, agents, subsidiaries, affiliates, subcontractors, assignees and employees (collectively "ARRIS Indemnified Parties") against any losses, damages, liabilities, expenses, costs (including court costs and attorney's fees), claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges caused by, relating to: (i) infringement arising from (a) use of the Product in a manner other than for which it was intended; (b) use of the Product with other products or devices not furnished or approved by ARRIS; (c) addition to or modification of the Products which are not authorized by ARRIS; (d) use of a version of a Software or a Product other than the current version, if the current version would be non-infringing (e) ARRIS' compliance with Customer's specifications, in which case Customer shall defend, indemnify and hold ARRIS harmless against any claim of infringement of any copyright or patent; (ii) infringement by Products manufactured and/or supplied by third parties; (iii) any royalties payable, other than a reasonable royalty based upon revenue derived by ARRIS from Customer from sales or license of the infringing Products or associated Software; (iv) royalties payable, or intellectual property claims related to compliance with the Moving Picture Experts Group's ("MPEG") MPEG-2 specification of Generic Coding of Moving Pictures and Associated Audio: Video (ISO/IEC 13818-2) and the Transport Stream defined in the MPEG-2 Systems specification (ISO/IEC 13818-1) ("MPEG-2 Standards"), the MPEG-4 Visual and MPEG-4 Systems standards defined in ISO/IEC 14496-2 and ISO/IEC 14496-1, respectively, and the AVC/H.264 Standard, defined in ISO/IEC IS 14496-10; the MPEG HEVC standard (defined in ISO/IEC 23008-2 MPEG-H Part 2 and ITU-T H.265); or VP8 or VP9 by Google, Inc.; (v) royalties payable, or intellectual property claims related to compliance with or implementation of standards issued by other public or private standards bodies (including ITU, IEEE, ANSI, ISO/IEC,

WiFi and Cable Labs standards), as well as third party private standards such as 5C Digital Transmission Content Protection, DVB and Dolby Digital Audio; (vi) infringement by any software (other than the Software); or (vii) infringement arising from any user interface (including but not limited to KreaTVGo and/or KreaTVUI, Rovi guides (including but not limited to Rovi i-Guide, Passport Guide, and DTA guides) or PVR functionality included and/or made available in the Products, which is manufactured and/or supplied by a third party. Without limiting the foregoing, (a) ARRIS' liability under (i)(b) shall be limited to ARRIS' pro rata share of its contribution to the infringement, and (b) ARRIS shall not be liable for an infringement claim to the extent that such claim could have been avoided by Customer obtaining Content Provider Licenses (as defined herein) under patents offered to providers of audio, video or data content to end user subscribers by entities that offer licenses for such patents on reasonable and non-discriminatory bases. For purposes hereof, "Content Provider License" means a license intended solely for use by the entity that provides audio, video or data content to an end user subscriber and does not include any licenses ordinarily imposed on, or available to, manufacturers or distributors of equipment, software or middleware. In no event shall ARRIS be liable to Customer or any third party and Customer shall indemnify ARRIS and ARRIS Indemnified Parties against any losses, damages, liabilities, expenses, costs (including court costs and attorney's fees), claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges caused by, relating to or arising from: (i) it's intentional misconduct; (ii) the programming services offered by Customer or Customer's programmers which are authorized for using or which use the Products and/or Software, including any assertion that any such programming services involve tortious conduct or the infringement of any third-party rights; (iii) any disputes between Customer and any of its program distributors or other distributors or affiliates; and (iv) any disputes or claims involving the subscribers for the programming services of Customer, including, but not limited to, a subscriber altering or modifying programming content, a subscriber streaming, transmitting, downloading, storing, viewing or playing programming content to/on other devices which may be located within or outside subscriber's premises. This paragraph of Section 22 shall survive termination or expiration of Customer Purchase Order. In the event of an infringement allegation for which ARRIS is obligated to defend and hold Customer harmless, ARRIS may at its discretion satisfy its indemnification obligation by doing one of the following: (i) obtain a license that allows Customer to continue to use the accused Product, (ii) replace or modify the accused Product with changes that reasonably meet the ARRIS specification, so as to be non-infringing, or (iii) if (i) and (ii) are not commercially reasonable, repurchase ARRIS' provided Product at its depreciated value based on a three-year amortization schedule. The above shall be Customer's sole and exclusive remedy for infringement of any Product provided by ARRIS hereunder, whether direct or contributory, and is in lieu of all warranties, express, implied or statutory, including without limitation, the warranty against infringement specified in the Uniform Commercial Code. Customer shall be liable and shall indemnify ARRIS and ARRIS Indemnified Parties against any losses, damages, liabilities, expenses, costs (including court costs and attorney's fees), claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges caused by, relating to or arising from Customer's use of the Products and/or Services in contravention of this Agreement or as a result of any breach or default by Customer of this Agreement and/or any purchase order or other agreement between the ARRIS and Customer.

23. PUBLICITY. Except for Customer's internal use of ARRIS' trademarks, Customer will not use any ARRIS trademark or trade name for any other purpose whatsoever without the express written consent of ARRIS.
24. SOFTWARE LICENSE. Unless specified in a separately negotiated agreement or if a third party license is provided with the Software, provided that the Customer has paid all applicable fees to ARRIS, and assuming that the Customer has not negotiated a separate specific agreement or been granted a third-party license with the Software, then ARRIS grants to Customer a limited, royalty-free, nonexclusive and nontransferable, non-sublicensable license limited solely to the use of the Software's application with the Hardware, if applicable, sold in conjunction with the Software for its intended purposes, which purposes preclude Customer's provision of any product or service to a third party that would alleviate any third party from the obligation or need to obtain a separate license to the Software. Use of the Software is limited to the internal business operations of Customer. Customer is responsible for its agents, contractor's outsourcers, customer's and supplier's use of the application package and their compliance with this Agreement. All rights, title to and ownership of all applicable intellectual property rights in the Software, including but not limited to patents, copyrights and trade secrets remain with ARRIS and its licensors. Customer shall not attempt to acquire any other rights or assign or transfer any intellectual property rights in the Software in contravention of ARRIS' or its licensors rights. ARRIS' rights extend to any accompanying printed materials and online or electronic documentation, and any authorized copies of the above materials. The Software as used herein includes unpublished software, trade secret and confidential or proprietary information of ARRIS or its licensors and is developed at private expense. Customer may use third-party software products or modules supplied by ARRIS solely with the Products, unless the licensing terms of the third-party software specify otherwise. The Customer agrees that its use of the Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by ARRIS regarding future functionality or features, except as mutually agreed upon in writing by the parties. Customer shall not modify, create derivative works, reverse engineer, decompile, disassemble or in any manner attempt to derive the source code from the Software (including but not limited to review of data structures or similar materials produced by Software), in whole or in part, except and only to the extent that such activity is expressly permitted by applicable law. Customer is entitled to make a single copy of the Software solely for backup or archival purposes and all title, trademark, copyright, restricted rights or any other proprietary notices shall be reproduced in such copy. Unless otherwise agreed to in writing, Customer shall not otherwise use, copy, modify, lend, share, lease, rent, assign, sub-license, provide service bureau, time-sharing, hosting, outsourcing or subscriptions services, or distribute or transfer the Software or any copies thereof, in whole or in part, or make the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly provided in this Agreement). The publication or disclosure of any results of benchmark tests run on the Software is prohibited. Customer shall not remove, obscure or alter any markings or notice of copyright, patent, trade secret, trademark or other proprietary right or disclaimer appearing in or on any Software or accompanying materials. All rights not expressly granted hereunder are reserved by ARRIS. Customer will not subject ARRIS' proprietary software or proprietary derivative works in whole or in part to any of the terms of an Excluded License. "Excluded License" means any license that requires (as a condition of use, modification and/or distribution of software) such software or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge. Loadable Kernel Modules are subject to the GPL, as derivatives of the Linux Kernel, and are considered licensed under an Excluded License. The Software may contain embedded third-party software ("Embedded Third-party Software"). The licensors of such Embedded Third-party Software shall be third party beneficiaries entitled to enforce all rights and obtain all benefits which relate to such licensors under this Agreement. The licensors of such Embedded Third-party Software shall not be liable or responsible for any of ARRIS' covenants or obligations under this Agreement, and Customer's rights or remedies with respect to any Embedded Third-party Software under this Agreement shall be against ARRIS. Customer shall not directly access or use any Embedded Third-party Software independently of the Software unless Customer obtains appropriate licenses. Under certain circumstances, ARRIS will advise that Customer needs to obtain a license for other third-party software ("Third-party Software") for use in conjunction with the Software. Customer agrees that the terms and conditions agreed to between Customer and such Third-party Software vendor, including but not limited to warranties, indemnification and support, shall be solely between Customer and the Third-party Software vendor, and ARRIS shall not have any responsibility or liability for such Third-party Software. ARRIS Products may contain Open Source Software. If Open Source

Software is used, upon written request from Customer, ARRIS will make available the appropriate Open Source Software as per the applicable Open Source Software license terms. To the extent any license to any Open Source Software requires ARRIS provide customer the rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to Customer under this Agreement, then such rights in the applicable Open Source Software license shall take precedence over the rights and restrictions granted under this Agreement, but solely with respect to such Open Source Software. Customer acknowledges that unless otherwise required by the applicable Open Source Software license, each Open Source Software license is solely between Customer and the applicable licensor of the Open Source Software. Customer shall fully comply with the terms of all applicable Open Source Software licenses, if any. Customer shall not use any Open Source Software in such a way that would cause the non-Open Source Software portions of the Software to be subject to any Open Source Software licensing terms and obligations. Customer agrees to inform ARRIS promptly if it becomes aware of any breach of the Software license and Customer agrees to enforce the terms of this Agreement against its customers and if ARRIS requires Customer to do so to protect its interest, at ARRIS' request, Customer shall assign to ARRIS or its designee the right to enforce the Agreement. Upon termination of the Software license resulting from any Customer breach of the terms and conditions of this Agreement, Customer shall discontinue use and destroy or return to ARRIS all copies of the Software and related documentation and provide ARRIS written declaration of compliance.

25. **PROVISIONS RELATING TO ERICSSON SOFTWARE.** The provisions set forth in this Section 25 are applicable only to ARRIS' Settop Box Products ("STBs") that include Ericsson Software.
- (a) **Certificate Revocation.** Customer acknowledges that Ericsson may revoke the Ericsson IPTVe CA Certificate and the associated signed ARRIS CA Certificate. Further, ARRIS shall, upon Ericsson's request, revoke a Device Certificate: (a) upon Ericsson's or ARRIS' reasonable knowledge or suspicion of a compromise of the "Private Key" (as defined herein) or a private key associated with such Certificate; or (b) if Ericsson or ARRIS determines that the Device Certificate was not properly used. Private Key means the private key generated by ARRIS that is cryptographically related to the public key contained in an OEM CA Certificate and used to sign device certificates. ARRIS shall have no liability of any kind associated with the expiration or revocation of Ericsson or ARRIS CA Certificate as set forth herein. (b) **Supplemental Code.** Customer acknowledges and agrees that Ericsson may periodically provide required or optional Supplemental Code, as defined herein, to the STBs (including bug fixes, patches and other updates), which ARRIS shall (if required) or may (if optional) incorporate into the STBs. Supplemental Code is defined as additional or replacement code of any portion of the Ericsson Software as Ericsson may provide from time to time. Any additional license rights or limitations related to the Supplemental Code provided to Customer by ARRIS will be described in a letter from ARRIS to Customer accompanying the Supplemental Code. In the event that Customers receives Supplemental Code from Ericsson without express approval from ARRIS, ARRIS shall have no liability or obligations for additional license rights, fees or obligations incurred by the Supplemental Code. The following shall apply to Supplemental Code: (i) The Supplemental Code letter or documentation accompanying the Supplemental Code may have additional or different terms and conditions than under this Agreement; (ii) If Customer does not use the Supplemental Code, these additional or different terms and conditions shall not apply to it; and, (iii) If Customer uses the Supplemental Code, then Customer shall comply with the additional or different terms and conditions as set forth in the Supplemental Code letter. (c) **Notices; Injunctions.** Customer agrees that ARRIS may provide Customer with forty-five (45) days prior written notice of Ericsson's recommendation that Customer should cease use, sale, offer for sale, importation or other disposition or promotion of one or more STBs or trademark(s) due to a claim with respect to the Ericsson Software. Customer agrees that Customer shall reimburse ARRIS for any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred resulting from Customer conducting any activities contrary to such recommendation after the effective date of such notice. Without limiting the foregoing, if in connection with a Ericsson Software claim a court enjoins Customer or ARRIS from distributing STBs in its inventory and (i) such injunction is not lifted within sixty (60) days; (ii) Ericsson has not procured a license that enables Customer or ARRIS to distribute the enjoined Ericsson Software; or (iii) Ericsson has otherwise not modified Ericsson Software to make it non-infringing within such sixty (60) day time period, then such Ericsson Software will no longer be available for incorporation into the STBs under this Agreement. ARRIS shall have no liability to Customer or any third party and shall not be in breach of this Agreement if it declines to make further shipments of STBs due to an injunction regarding the Ericsson Software. In the event of STB supply discontinuance under this Section 25, Customer shall be responsible for payment for all STBs and accessories previously ordered or forecasted for delivery for the 120 day period following the effective date of such notice.
26. **AUDIT.** ARRIS shall have the right, upon reasonable notice, to audit the Customer usage of the Software to ensure compliance with applicable terms and conditions. Audits will not occur more frequently than once per quarter. Customer shall provide reasonable assistance and access to information in the course of such audit and shall permit ARRIS to report the audit results to the applicable third party licensor. If any audit reveals any underreported, unpaid or unauthorized use of the Software, then Customer shall promptly pay to ARRIS the then current fee representing the underreported, unpaid or unauthorized use of the Software and Customer will be responsible for the costs and expenses of the inspection and audit if such inspection and audit reveals that the then current fee representing the underreported, unpaid or unauthorized use of the Software is equal to or greater than 5% of the amounts actually paid by Customer.
27. **ASSIGNMENT.** Customer may not assign its rights nor delegate its obligations under any or all of its Purchase Orders unless ARRIS' written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.
28. **INDEPENDENT CONTRACTOR STATUS.** ARRIS and Customer understand and agree that ARRIS is an independent contractor with respect to all work performed pursuant to this Agreement. ARRIS assumes no obligation of Customer under any federal, state, or local law, statute or ordinance relating to workmen's compensation, disability, old age benefit, industrial safety, or other similar matters.
29. **CANCELLATION.** ARRIS may, upon written notice to Customer, cancel any and/or all Customer Purchase Orders effective immediately if: (i) Customer makes an assignment for the benefit of creditors, is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or an insolvent debtor; files a petition seeking for itself any reorganization; or consents to or acquiesces in the appointment of a trustee, receiver or liquidator; (ii) Any proceeding seeking involuntary reorganization, or similar relief is filed against Customer which is not dismissed within one (1) month after filing, or if any trustee, receiver or liquidator of Customer or any substantial part of its business assets, or properties is appointed without ARRIS' consent or acquiescence and such appointment is not vacated within one (1) month after such appointment; (iii) Customer ceases doing business as a going concern or it or its share-holders take any action looking to its dissolution or liquidation; (iv) Customer fails to perform any material obligations and such failure is not remedied within fifteen (15) calendar days after notice has been given Customer; (v) Customer fails to pay for any Purchase Order in accordance with the invoice payment terms; or (vi) Any change occurs in the direct or indirect ownership of Customer if, in ARRIS' opinion, such change may be detrimental to ARRIS' interest hereunder. Any cancellation pursuant to this section will be in addition to and will not be exclusive of or prejudicial to any other rights or remedies at law or in equity available to ARRIS.

30. MATERIAL FURNISHED BY CUSTOMER. If Customer is to furnish any material or equipment to ARRIS for the purpose of performance and completion under this Agreement, Customer shall be liable to ARRIS, without any restrictions on Customer's liability, for any loss, damage, or expense resulting directly or indirectly from any delay in delivery of such material or property or any defects therein.
31. TOOLS. Unless otherwise agreed upon, all tools required for production, or engineering advances developed by ARRIS as a result of producing items in an order, are to remain the property of ARRIS to be used or sold to any person by ARRIS in its sole discretion and without restriction.
32. MANUFACTURE OF SPECIALTY ITEMS. On goods classified as specially manufactured, that is, goods fabricated to individual Customer requirements, drawings, specifications, and/or Customer design, as contrasted to standard items offered by ARRIS for general sale, ARRIS shall have the right to manufacture or fabricate the entire quantity ordered in one production run, although shipments will be made in accordance with Customer's requested schedule. Customer understands and agrees that the value of any components, subassemblies, and/or finished assemblies for specially manufactured goods shall be considered as a part of damages payable by Customer in the event of termination without proper cause.
33. INSPECTIONS AND CERTIFICATES OF CONFORMANCE. Inspections required by the Customer at the time of manufacture of goods shall be limited to the electrical tests only and Customer shall pay ARRIS a service charge for such inspection. Certificates of conformance relating to materials used in manufacture must be requested prior to shipment of the goods.
34. DATA AND INFORMATION ON FINISHED PRODUCTS. The amount and type of data and information furnished to Customer concerning items purchased hereunder shall be determined by ARRIS.
35. SEVERABILITY. If any provision of this Agreement is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, void or render unenforceable any other portion of this Agreement but rather this Agreement shall be construed as if it did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
36. SET-OFF. Customer may not set-off any amount owing from ARRIS to Customer against any amount payable by Customer to ARRIS, whether or not related to the same Customer Purchase Order.
37. FORCE MAJEURE. ARRIS is not liable for failure or delay in fulfilling its obligations due to any causes beyond its control. In the event of any such delay, the date for shipment or performance of Services will be extended correspondingly. ARRIS retains the right to determine the allocation of its inventory of Products among itself, its present and future customers and Customer. In the event ARRIS partially fills Customer's Purchase Order, Customer shall, nonetheless, continue to make payments on ARRIS' invoices during the period in which the delay is in effect for those Products and/or Services delivered. If an event of Force Majeure prevents or delays ARRIS' performance for more than six (6) months, ARRIS shall have the right to terminate the applicable Purchase Order, with immediate effect.
38. GOVERNING LANGUAGE AND CERTAIN REFERENCES. The parties hereby confirm that they have agreed that all written documents between them be prepared in the English language only and such language shall be the governing language. The headings and titles are for convenience and are not intended to affect the meaning of the text. Reference to a party means ARRIS and Customer exclusively. In the event of a conflict between Customer's Purchase Order or associated documents and this Agreement, this Agreement, including the Order Acknowledgment shall govern.
39. GOVERNING LAW/VENUE. The contract, as created by ARRIS' Order Acknowledgment, and all disputes arising hereunder shall be governed by, and interpreted in accordance with the laws of the State of Georgia, of the United States of America, excluding its conflict of laws principles and excluding the provisions of the UN Convention on Contracts for the International Sales of Goods and the Uniform Computers Information Transactions Act. The Parties hereto shall be subject to the exclusive venue of jurisdiction of the State and Federal Courts of the State of Georgia. Should any term or provision hereof be held wholly or partly invalid or unenforceable said applicable laws, the remainder of this Agreement shall not be affected. If Customer institutes any legal proceeding in any other court, the prevailing Party shall assume all costs in connection therewith, including reasonable attorney's fees.
40. NOTICE. Any notice required or permitted to be given shall be in writing, sent by express, registered or certified mail, return receipt requested, courier service or personal delivery, and shall be effective upon receipt or refusal. For the purpose of receiving notices under this Agreement, either party may change its address by giving the other party fifteen (15) days prior written notice of its new address.
- | | |
|-----------------------------------|-----------------------------|
| Notices to ARRIS must be sent to: | With a copy to: |
| ARRIS Solutions, Inc. | ARRIS Solutions, Inc. |
| 101 Tournament Drive | 3871 Lakefield Drive |
| Horsham, PA 19044 | Suwanee, GA 30024 |
| Attention: Legal Department | Attention: Legal Department |
41. WAIVER. No waiver will be valid unless in writing, signed by an authorized representative of ARRIS and no waiver granted will release Customer from subsequent strict compliance herewith.
42. SURVIVAL OF TERMS. The termination or cancellation of any Customer Purchase Order or any relationship created hereunder between the parties or the delivery of Products or performance of Services under Customer's Purchase Order shall not affect each party's obligations and rights under this Agreement, which by their nature, survive, notwithstanding such termination, cancellation, delivery or performance.



ARRIS VIDEO BACK OFFICE STATEMENT OF WORK

SOW #Wyandotte Municipal Services VOD HW Upgrade 20191202

Prepared for

Wyandotte Municipal Services

by

ARRIS Solutions, Inc.

1825 NW 167th Place

Beaverton, OR 97006

Document Classification

Confidential

Document Contact

Tracy Ayers

Phone: 503-495-9476

Email: tracy.ayers@CommScope.com



Project Information

Customer:	Wyandotte Municipal Services	Site(s):	Wyandotte, MI.
Contact Name:	John Stammersky	Quote(s):	QN-24747-0
Contact Phone:	734-324-7132	Purchase Order(s):	TBD
Contact Email:	stammersky@wyan.org	Order Date(s):	TBD
Summary:	Technical services to deploy (2) ConvergeMedia Management (CMM) application servers (ASK/7G/MED x2) & (1) 48TB storage shelf at Customer's existing VOD backoffice site. Services also include a SW upgrade to CMM 1.8.		

1. Introduction

This Statement of Work ("SOW") is governed in all respects by ARRIS standard terms of sale (available at http://www.arrisi.com/_docs/tc.pdf) ("Agreement"), and it defines the scope of the deliverables.

Capitalized terms not otherwise defined in this SOW shall have the meanings provided in the Agreement.

2. Project Scope

This SOW provides for the deployment of ARRIS software and/or services ("Deliverables") at the Customer Site(s), as further described in Appendix C, attached hereto. The project as set forth in this SOW shall commence on a date ("Project Commencement Date") to be mutually agreed to by the parties upon execution of this SOW and ARRIS' receipt of Customer purchase order, including estimated travel expenses, if any, as referenced in Section 7.

Except as otherwise specified in this SOW, in the event of a conflict between the terms of this SOW and the Agreement, the terms of the Agreement shall govern.

2.1. Project Implementation

ARRIS hardware, software and/or services will be delivered as specified in Appendix C.

ARRIS will collaborate with the Customer to produce a Project Plan ("Project Plan") which will guide the project teams. Upon ARRIS' receipt of an applicable Customer purchase order and execution of this SOW, both parties will agree to the Project Plan prior to commencement of the project. The Project Plan will be updated as the project progresses and may specify project team members, schedule and tasks.

The ARRIS project team will consist of a project manager and deployment engineer(s) who will be the points of contact for project information, technical issues and product knowledge.

Customer will appoint a project manager and subject matter experts responsible for hardware installation, network engineering, system operations, third-party applications, training and other areas as identified in the Project Plan.



ARRIS may provide the Customer with detailed requirements in the form of pre-deployment checklists, system design documents, surveys, specifications, release notes and other technical publications, which may assist in gathering the pertinent information necessary to complete the Deliverables.

Except with respect to the obligations of ARRIS described herein, it is the sole responsibility of Customer to ensure that all deployment activities (including, but not limited to those listed below) are managed, coordinated and completed in accordance with the Project Plan.

- Customer will ensure that all power, equipment rack(s), LAN/WAN equipment, cooling, network and other environmental requirements are delivered as specified in the Project Plan.
- Customer will provide all necessary system configuration information as specified in the Project Plan.
- Customer will provide ARRIS with VPN access (or other equivalent access) to Customer network(s) for remote deployment activities and technical support.
- Customer will provide physical access to Customer site and equipment while ARRIS is engaged in on-site deployment activities, if any.
- Except for issues related to interoperability or third-party integrations required to meet ARRIS product specifications, Customer is responsible for all issue resolution related to any peripheral and/or interdependent hardware and software not included in Appendix C.
- Customer is responsible for alignment of internal resources and those from all third-parties to ensure a successful deployment.
- Except for issues related to interoperability or integrations required to meet ARRIS product specifications, Customer is responsible for ensuring that all peripheral and/or interdependent system components not included in Appendix C, which are required for the Deliverables, are configured and delivered as specified in the Project Plan. These may include, but are not limited to:
 - EdgeQAM or splicer equipment and software.
 - Interfaces to encoding, transcoding and content provider systems. All content and metadata must meet ARRIS specifications.
 - Service group, channel frequency, category and ad zone design.
 - Interfaces and connectivity to management, content, streaming and interactive networks.
 - Interfaces and connectivity to digital network controllers, cue tone sources and other peripheral systems.
 - Interfaces and connectivity to subscriber management systems (SMS) and/or traffic-and-billing (TNB) systems for billing, provisioning, verification and other system operations.
 - Interfaces and connectivity to peripheral and/or interdependent servers and integrated software applications.
 - Set-top box client and interactive program guide (IPG) applications.
- Customer is responsible for any changes to its business practices and documentation resulting from the deployment of Deliverables.

3. Exclusions

All efforts, services and material products not expressly described within this SOW are considered to be out-of-scope and shall be subject to a change control process described in Section 6 or a separate statement of work, and shall be billed separately. Out-of-scope activities include, but are not limited to:

- Integration with any system or network components not specified in this SOW.
- Creation or modification of custom software, custom interfaces or any other custom work not specified in this SOW.
- Configuration of products or sites not set forth in this SOW.
- Ongoing system support, which is covered under a separate agreement.

4. Acceptance

The Project Plan will define the System Acceptance Test ("SAT"). The purpose of the SAT is to test the features and functions of the Deliverables for the purpose of Customer's acceptance of the Deliverables set forth in this SOW ("Customer Acceptance").

Customer agrees to sign the Customer Acceptance Notice (attached hereto as Appendix B) immediately following the satisfactory completion of the SAT. If the Customer has not signed the Customer Acceptance Notice or has not provided written notice of open issues within five (5) business days following the satisfactory completion of the SAT, the project is deemed accepted.

5. Restrictions

Until Customer Acceptance of the Deliverables required under this SOW, Customer shall not use Deliverable(s) in a production environment for any purpose other than for testing the system in accordance with this SOW. Prior to Customer Acceptance, ARRIS may, at its sole discretion, terminate Customer's access to Deliverables based on its assessment of testing requirements under this SOW.

Certain products may be specified in Appendix C as a pre-release product ("Pre-Release Product"). Pre-Release Product may include defects and errors. ARRIS does not represent or warrant that it will make such Pre-Release Product(s) generally available to the public, or that it will meet any target dates for general availability. FOR PRE-RELEASE PRODUCTS, ARRIS DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Unless specified in Appendix C as a Pre-release Product, ARRIS will deploy the latest model/version of ARRIS products generally made available by ARRIS as of the Project Commencement Date and as set forth in the Project Plan. Except for enhancements related to interoperability or third-party integrations required to meet ARRIS product specifications, any new version(s) of ARRIS products identified during project implementation and not specified in the Project Plan will be outside the of scope of this SOW.



If Customer has purchased training from ARRIS, the details, materials and schedule for the training will be provided by an ARRIS trainer. Delivery of training is NOT required for Customer Acceptance of the other Deliverables set forth in this SOW. Customer acceptance of the training will be evidenced solely through participant sign-in sheets completed and collected during the training course(s).

For Video-on-Demand service group additions, the Deliverables are limited to the total number of new service groups specified in the Project Plan, and no credit for unused service group implementation services will be issued for future service group additions.

6. Change Control

Any changes to this SOW must be made through the change control process using the Project Change Request ("PCR") form (attached hereto as Appendix A).

Any changes to the project due to Customer action or inaction that results in project delays requiring additional time and/or travel to complete the project will be billed to the Customer at ARRIS' then current professional services rate plus travel expenses. ARRIS conducts a detailed discovery review before the commencement of any project to understand the possible risks that may be uncovered during the deployment phase of the project. However, in the event that any unforeseen, non-routine work is required to complete the Project and results in significant additional professional services (including custom integration or code changes) and/or travel expense, ARRIS will require a separate statement of work or PCR, depending on scale, and subject to additional reasonable fees.

In the event that Customer wishes to cancel the project prior to completion, a PCR will be generated for Customer signature and the Customer shall pay for services rendered to date, as reasonably determined by ARRIS, including travel expenses.

7. Travel and Expenses

Estimated travel related expenses, if any, are quoted separately from professional services fees, and are billed and payable as incurred. ARRIS will only bill for actual travel related expenses incurred. Any expenses incurred in excess of the quoted travel expenses will require Customer approval.



8. SOW Agreement

Customer and ARRIS both agree and understand that all deliverables to be provided by ARRIS and Customer under this SOW are specified in this SOW.

No other deliverables shall be requested by Customer or delivered by ARRIS without a PCR or pursuant to a separate statement of work. No other deliverables which may have been discussed between the Customer and ARRIS and not documented in this SOW shall be construed as a deliverable.

Statement of Work #: Wyandotte Municipal Services VOD HW Upgrade 20191202

(Customer Signature)

John Stammersky

(Printed Name)

(Title)

(Date)

(ARRIS Solutions, Inc.)

Gary Picard

(Printed Name)

SVP & GM

(Title)

12/2/2019

(Date)



Appendix A - Project Change Request (PCR) Form

This PCR form is valid for (30) calendar days from the PCR date shown below.

PCR Date:		SOW #:	Wyandotte Municipal Services VOD HW Upgrade 20191202	PCR #:	
Customer:	Wyandotte Municipal Services		Customer Site(s):	Wyandotte, MI.	
Customer Contact:	John Stammersky		ARRIS Project Manager:	Tracy Ayers	
Project Summary:	Technical services to deploy (2) ConvergeMedia Management (CMM) application servers (ASK/7G/MED x2) & (1) 48TB storage shelf at Customer's existing VOD backoffice site. Services also include a SW upgrade to CMM 1.8.				
Description of Change:					
Reason for Change:					
Completed Change(s):					
Schedule & Cost Estimate of Change:					

- ☐ I approve this PCR with no changes.
- ☐ I approve this PCR with the following changes:
(detail changes required here)
- ☐ This PCR is not approved. The following changes are required:
(detail changes required here)

Customer
Name: _____ **Title:** _____

Customer
Signature: _____ **Date** _____

ARRIS
Name: _____ **Title:** _____

ARRIS
Signature: _____ **Date** _____



Appendix B - Customer Acceptance Notice

Customer Name: Wyandotte Municipal Services **Site(s):** Wyandotte, MI.

Product Line: Video-on-Demand

Deliverables: Technical services to deploy (2) ConvergMedia Management (CMM) application servers (ASK/7G/MED x2) & (1) 48TB storage shelf at Customer's existing VOD backoffice site. Services also include a SW upgrade to CMM 1.8.

SOW #: Wyandotte Municipal Services VOD HW Upgrade 20191202

Our signatures below confirm and validate that the Deliverables referenced above have been successfully delivered and completed by ARRIS Solutions, Inc. and are accepted by the Customer.

Wyandotte Municipal Services
(Customer)

(Signature)

(Print Name)

(Title)

(Acceptance Date)

ARRIS Solutions, Inc.

(Signature)

(Print Name)

(Title)

(Date)

Appendix C – ARRIS Deliverables, Requirements and Assumptions

Quote(s): QN-24747-0

Project Summary: Technical services to deploy (2) ConvergeMedia Management (CMM) application servers (ASK/7G/MED x2) & (1) 48TB storage shelf at Customer's existing VOD backoffice site. Services also include a SW upgrade to CMM 1.8.

Project Requirements and Assumptions:

- ARRIS deployment activities will be performed remotely. Specific deployment activities will be established in the Project Plan.

Project Bill of Materials:

Qty	Part Number	Description
2	ASK/7G/MED	(ASK/7G/MED) MED App Server HW
2	VOD-PROF-SVCS	(VOD-PROF-SVCS) PROFESSIONAL SERVICES to install and configure MED ASK servers and perform CMM upgrade.
1	XMS/STO/XH-48TB-RB	(XMS/STO/XH-48TB-RB) 48TB (raw) external, b-stock HDD storage chassis for XMS Flex with 24 x 2TB drives for VOD. Chassis has 90 warranty. Return and repair offered on chassis after warranty expires until December 2020.
1	VOD-SRVR-EXPANSION	(VOD-SRVR-EXPANSION) Video Server Expansions

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 8

ITEM: Miscellaneous 2020 Yack Arena Rental Contracts

PRESENTER: Justin Lanagan

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: We currently have 7 events that are interested in renting the Yack Arena next summer. These rentals are annual rentals of the Yack Arena during the Spring/Summer once the ice and hockey boards have been removed. The Lions Club Flea Market is one of the biggest fundraisers for the Lions Club and is essentially a large indoor garage sale. The NAMES Expo features steam and gasoline powered model engines and various vendors relating to model engineering. The Walk for MS is a special event to raise money for Multiple Sclerosis. The Yack Arena serves as the registration and hospitality, as well as the start and finish for their 5k walk through the city. The Spring Fling is an annual festival featuring fun for the whole family with live music, food and drink, interactive games for kids, vegas games for adults, and plenty of raffle contests. The Roosevelt and Southgate Anderson High School Graduations will be the commencements for the Class of 2020. The Vintage Market is a craft show featuring local vendors. Due to the cumulative size of all the contracts, hard copies of each will be available in the Clerk's Office. 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.

ACTION REQUESTED: Approve the rental contracts and have the Mayor and City Clerk sign the contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-654-020 Each event will generate \$1,300 per rental day plus any additional associated rental costs

IMPLEMENTATION PLAN: After each contract has been signed by the Mayor and Clerk, contracts will be mailed to each event to sign and return.

LIST OF ATTACHMENTS:

1. Yack Contract

RESOLUTION

Item Number: #8
Date: December 16, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the Benjamin F. Yack Arena rental contracts for the following events and dates:

Lions Club Flea Market	April 4-5, 2020
NAMES Expo	April 24-26.2020
Walk for MS	May 2, 2020
Spring Fling	May 8-9, 2020
Wyandotte Graduation	June 2, 2020
Southgate Graduation	June 4, 2020
Vintage Market	June 20, 2020

AND BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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 ____.

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

EVENT INFORMATION - PRINT

Contact Person _____
Address _____
City, State, Zip _____
Home Phone # _____
Cell Phone # _____
Fax # _____
Signature _____
Title or Position _____
if signing on behalf
of the Permittee

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

BENJAMIN F. YACK RECREATION CENTER

WYANDOTTE
RECREATION
DEPARTMENT

2020 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
Additional day for set-up or take down on holiday
Per hour rate for any time after 5 p.m. or on a holiday

\$500 per day
\$1,000 per day
\$100 per hour

Additional Rental Fees:

Kitchen/Concession Area
Trash Removal (per dumpster)
Additional Electrical 110 electric drop
Additional Electrical 220 electrical drop
Table Rental
Table Rental & set-up
Chair Rental
Chair Rental & set-up
Bleacher – pull out
Stage
Pipe and drape set-up

\$320 per day
\$35 per dumpster
\$15 per drop
\$30 per drop
\$5 each
\$6 each
\$1 each
\$1.25 each
\$100
\$25 per section
\$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: 12/16/2019

AGENDA ITEM # 9

ITEM: Comprehensive Zoning Ordinance Update

PRESENTER: Natalie A. Rankine, Special Projects Coordinator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Although it has been modified and amended since it was established in 1949, the City's current zoning ordinance has never been thoroughly updated. Pursuant to the Council's approval, requests for proposals were solicited and obtained for consultant services for this project.

The process is estimated to take approximately 18 months and will involve input from most city departments, the community and other stakeholders. In order to complete this task, we are also recommending that a Zoning Ordinance Steering Committee be created to oversee this process.

We recommend moving forward with the hire of SmithGroup for the zoning ordinance update. SmithGroup recently worked with us to complete the city's new Master Plan.

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 to accept the SmithGroup RFP as written and approve the members of the Zoning Ordinance Steering Committee.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$60,000 from account number 101-200-825-390 payable over multiple fiscal years.

IMPLEMENTATION PLAN: Special Projects Coordinator will work with SmithGroup to draft a contract to be approved by City Council, establish steering committee and begin information gathering process to provide information to the consultant.

LIST OF ATTACHMENTS:

1. Zoning_bid sheet
2. Zoning Ordinance_RFP_reduced
3. Zoning Steering Committee

RESOLUTION

Item Number: #9
Date: December 16, 2019

RESOLUTION by Councilperson _____

WHEREAS, the City has solicited for bids for services relative to a Comprehensive Zoning Ordinance Update;

BE IT RESOLVED, that City Council concurs with the recommendation of the Special Projects Coordinator to approve the SmithGroup Request for Proposal as written;

BE IT FURTHER RESOLVED, that City Council approves the members of the Zoning Ordinance Steering Committee.

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

**CITY OF WYANDOTTE
BID DEPOSIT LOG SHEET**

Bid #:		4764				
Bid Description:		ZONING ORD. UPDATE				
Bid Date:		11/25/2019				
	Bidder/ Business Name	Address (City, State)	Amount	Check #/ Bid Bond (Y/N)	Check Return Date	Signature
1	MCKENNA	235 E. MAIN ST NORTHVILLE MI STE 105 48167	\$86,500 SEE P. 23 OF PROPOSAL	-		
2	BELKETT + RAEDER	535 W. WILLIAM STE 101 ANN ARBOR MI 48103	SEE P. 37 OF PROPOSAL NOT TO EXCEED \$86,945			
3						
4						
5						
6						
7						
8						
9						
10						

**CITY OF WYANDOTTE
BID DEPOSIT LOG SHEET**

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Bid Description:		ZONING ORD. UPDATE				
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3						
4						
5						
6						
7						
8						
9						
10						

Zoning Ordinance Update Steering Committee

Robert K. Alderman

Christopher Calvin

Barbara Duran

Todd A. Drysdale

Gregory Mayhew

Charles L. Mix

Stanley J. Pasko

Jesus Plasencia

Natalie Rankine

Kelly Roberts

Patricia H. Slack

Lawrence Stec

Benjamin Tallerico

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 10

ITEM: Sale of City Owned Property - North 11 feet of Lot 75

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The City owns the vacant eleven (11) feet of property adjacent to, and north of, City Parking Lot #6, located on the northwest corner of Eureka and Van Alstyne. The adjacent property owners at 3218 Van Alstyne have been leasing this property from the City since 1988, and paying \$100 per year. (Paid \$3,100 over the past 31 years) .

Attached for your consideration is a Purchase Agreement to quit claim the City's interest in the north eleven (11) feet of Lot 75 to Mr. and Mrs. Belcher for the amount of \$1.00. The combination of the two (2) parcels will result in one (1) parcel measuring 36' x 120' for 3218 Van Alstyne.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods.

ACTION REQUESTED: Approve Purchase Agreement to quit claim the City's interest in the vacant north eleven (11) feet of Lot 75, adjacent to Parking Lot No. 6, to the adjacent property owner at 3218 Van Alstyne in the amount of \$1.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$1.00 in the TIFA Consolidated Fund (492-000-650-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreement and Map Sale 11 feet of Parking Lot 6

RESOLUTION

Item Number: #10
Date: December 16, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer regarding the sale of the north eleven (11) feet of Lot 75 adjacent to Parking Lot No. 6; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Carolyn and Franklin Belcher, to acquire the vacant north eleven (11) feet of Lot 75, north of Parking Lot No. 6 for the amount of \$1.00, AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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:
The north 11 feet of Lot 75 of Eureka Iron and Steel Works Resubdivision of block 32, recorded in Liber 22 of Plats, Page 49, Wayne County Records being known as Vacant property on Van Alstyne 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 (\$1.00) 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 Quit Claim Deed conveying the City's interest. 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 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 _____ months from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of <u>Zero (0%)</u> 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 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.
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>N/A</u> If the Seller occupies the property, it shall be vacated on or before _____ 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>no prorations</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. 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.
Broker's Authorization	9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

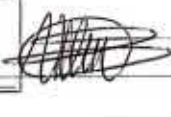
The closing of this sale shall take place at the office of _____

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

Additional conditions, if any: **1. Contingent upon City Council approval, 2. Purchaser acknowledge that Sellers will be issuing a Quit Claim Deed and not a Warranty Deed. 3. Purchaser agrees at closing, to combine this property with property currently owned by Purchaser known as 3218 Van Alstyne.**

IN PRESENCE OF:

W E MULLINS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Mar. 10, 2021
Acting in the County of Wayne



Carolyn Blecher L. S.
Carolyn Blecher Belcher Purchaser

Franklin Blecher L. S.
Franklin Blecher Belcher Purchaser

Address 3218 Van Alstyne, Wyandotte, MI 48192

Phone: _____

Dated 12/16/19

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.

City of Wyandotte:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L. S.
Joseph R. Peterson, Mayor Seller

Lawrence S. Stec, City Clerk L. S.
Lawrence S. Stec, City Clerk Seller

Address _____

Dated: _____

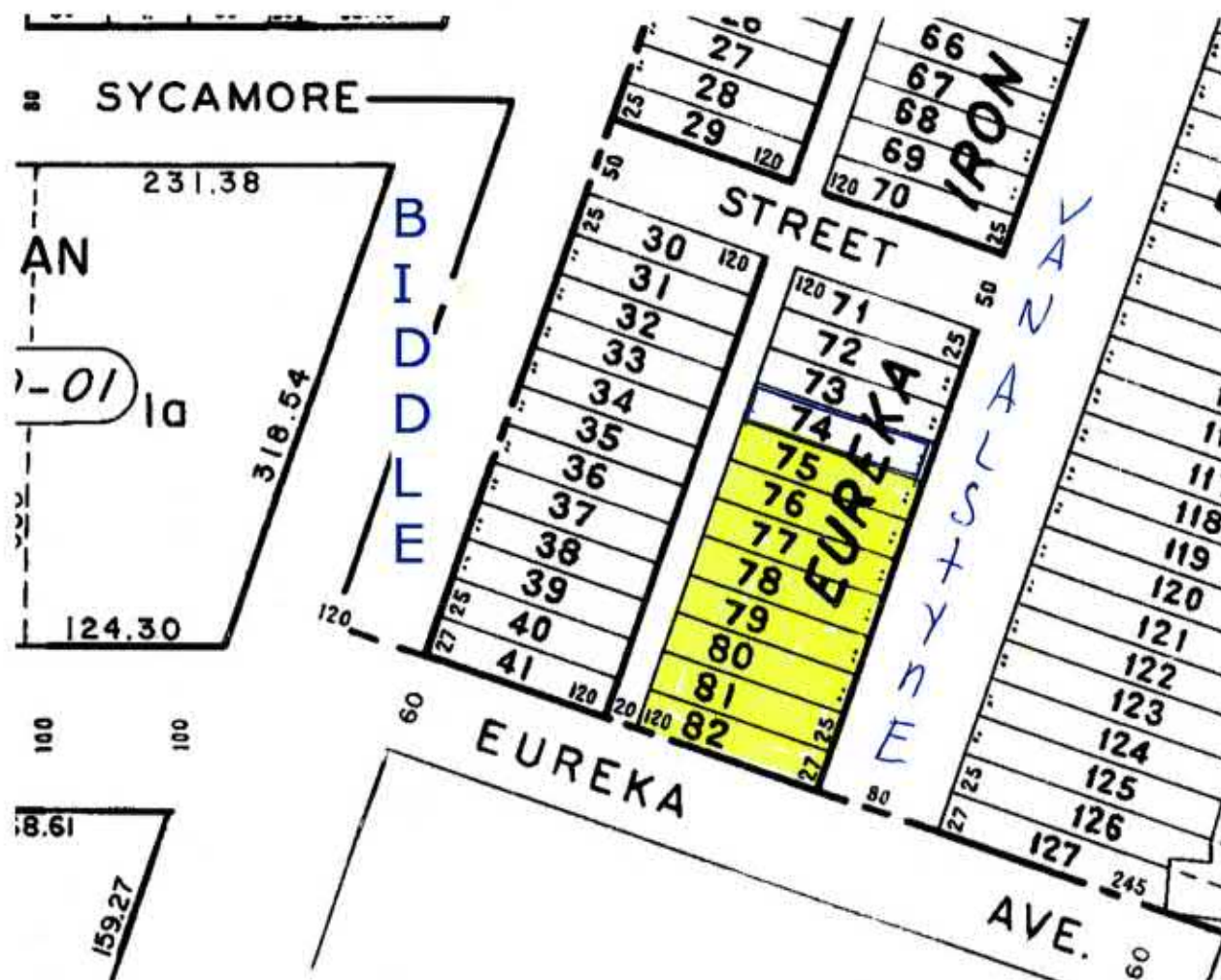
Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S.
Purchaser



3218 Van Alstyne - LOT 74 EUREKA IRON AND STEEL WORKS RE-SUB L22 P49 WCR Lot Size: 25' x 120'

Parking Lot No. 6: LOTS 75 TO 82 INCL EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 Lot Size: 202' x 120'

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/16/2019

AGENDA ITEM # 11

ITEM: First Reading #1484: Rezoning Former 124-146 Davis

PRESENTER: N/A

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: City Council approved the rezoning of the Former 124-146 Davis at the December 9th Council Meeting.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing efforts to enhancing the community's quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods; fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Hold 1st reading of the Ordinance Amendment at the December 16, 2019 Council meeting

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Hold 1st reading of the Ordinance Amendment at December 16, 2019 Council Meeting

LIST OF ATTACHMENTS:

1. Rezoning 1st Hearing

RESOLUTION

Item Number: #11
Date: December 16, 2019

RESOLUTION by Councilperson _____

Resolved by the City Council that the 1st reading to amend the Zoning Ordinance regarding the rezoning of the Former 124-146 Davis, Wyandotte (#1484) was held on December 16, 2019.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

**AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING
ORDINANCE TO REZONE THE PROPERTY KNOWN AS FORMER 124-146
DAVIS STREET FROM VEHICULAR PARKING DISTRICT (P-1) TO
MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-2)**

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 21-24 and also the South 110 feet of the North 406.05 feet of Lot A, also the vacated alley adjacent thereof, Biddle Subdivision, as recorded in Liber 17, Page 39 of Plats, Wayne County Records, also East 5.00 feet of fractional Section 20, Town 3 South, Range 11 East, lying between North and South lines of said Lot 24 extended Westerly of said Biddle Subdivision also Easterly part of Lot 1 measuring 1.87 feet on South lot line and 1.97 feet on North lot line thereof, Woodruff's Subdivision, Town 3 South, Range 11 East, as recorded in Liber 25, Page 67 of Plats, Wayne County Records.

Commonly Known As: 124-146 Davis Street, Wyandotte, MI 48192

be and is hereby rezoned from Vehicular Parking District (P-1) to Multiple Family Residential District (RM-2).

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. _____

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
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of _____, 2020.

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 _____, 2020.

Dated _____, 2020

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

RESOLUTION

Item Number: #

Date: December 16, 2019

RESOLUTION by Councilperson _____

RESOLVED that the total bills and accounts of \$1,388,855.79 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

12/11/2019

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 12/05/2019 - 12/15/2019
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 134896							
101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREI	POLICE DEF BENEFIT	P/R ENDING 12/8/19	12/11/19	586.49	134896
			Total For Check 134896			586.49	
Check 134897							
101-000-231-030	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111	P/R ENDING 12/8/19	12/11/19	122.50	134897
			Total For Check 134897			122.50	
Check 134898							
101-000-231-030	P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356	P/R ENDING 12/8/19	12/11/19	1,311.98	134898
			Total For Check 134898			1,311.98	
Check 134899							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORA	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/8/19	12/11/19	9,594.95	134899
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORA	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/8/19	12/11/19	4,797.47	134899
499-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORA	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/8/19	12/11/19	207.08	134899
499-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORA	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/8/19	12/11/19	103.54	134899
			Total For Check 134899			14,703.04	
Check 134900							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORA	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 12/8/19	12/11/19	12,459.38	134900
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORA	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 12/8/19	12/11/19	6,229.75	134900
			Total For Check 134900			18,689.13	
Check 134901							
101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL	DPS UNION DUES	P/R ENDING 12/8/19	12/11/19	253.44	134901
			Total For Check 134901			253.44	
Check 134902							
101-000-231-040	P/R Deductions-Credit Union	MICHIGAN EDUCATION SAVIN	MICHIGAN EDUCATION SAVINGS PROGRAM	P/R ENDING 12/8/19	12/11/19	250.00	134902
			Total For Check 134902			250.00	
Check 134903							
101-000-231-030	P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATIC	POLICE OFFICERS ASSOCIATION OF MI	P/R ENDING 12/8/19	12/11/19	1,047.76	134903

Total For Check 134903						<u>1,047.76</u>	
Check 134904							
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 12/8/19	12/11/19	5,715.00	134904
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 12/8/19	12/11/19	<u>65.00</u>	134904
Total For Check 134904						<u>5,780.00</u>	
Check 134905							
101-000-231-030	P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN	P/R ENDING 12/8/19	12/11/19	<u>17.00</u>	134905
Total For Check 134905						<u>17.00</u>	
Check 134906							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER A	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/8/19	12/11/19	2,100.00	134906
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER A	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/8/19	12/11/19	2,100.00	134906
499-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER A	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/8/19	12/11/19	50.00	134906
499-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER A	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/8/19	12/11/19	<u>50.00</u>	134906
Total For Check 134906						<u>4,300.00</u>	
Check 134907							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER A	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 12/8/19	12/11/19	1,454.00	134907
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER A	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 12/8/19	12/11/19	<u>1,454.00</u>	134907
Total For Check 134907						<u>2,908.00</u>	
Check 134908							
101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFESSIO	WILLIAM R LOOK	P/R ENDING 12/8/19	12/11/19	<u>3,077.00</u>	134908
Total For Check 134908						<u>3,077.00</u>	
Check 134909							
731-000-231-040	Payroll W/H-Credit Union	MICHIGAN LEGACY CREDIT UI	PENSION CREDIT UNION	PENSION 12/13/19	12/13/19	<u>975.00</u>	134909
Total For Check 134909						<u>975.00</u>	
Check 134910							
731-000-394-020	Reserve-MSC Retired Benefits	MUNICIPAL SERVICE	DMS HEALTH INS PENSION	PENSION 12/13/19	12/13/19	<u>7,710.52</u>	134910
Total For Check 134910						<u>7,710.52</u>	
Check 6081							
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/8/19	12/11/19	9,294.98	6081
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/8/19	12/11/19	19,625.44	6081
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/8/19	12/11/19	204.98	6081
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/8/19	12/11/19	47.92	6081
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/8/19	12/11/19	0.70	6081

525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/8/19	12/11/19	<u>2.92</u>	6081
			Total For Check 6081			<u>29,176.94</u>	
Check 6082							
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GR	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 12/8/19	12/11/19	3,498.09	6082
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GR	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 12/8/19	12/11/19	545.00	6082
499-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GR	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 12/8/19	12/11/19	<u>3.44</u>	6082
			Total For Check 6082			<u>4,046.53</u>	
Check 6083							
101-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASU	STATE OF MICHIGAN TREASURY	P/R ENDING 12/8/19	12/11/19	11,854.30	6083
499-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASU	STATE OF MICHIGAN TREASURY	P/R ENDING 12/8/19	12/11/19	44.13	6083
525-000-228-021	State Tax W/H-General City	STATE OF MICHIGAN TREASU	STATE OF MICHIGAN TREASURY	P/R ENDING 12/8/19	12/11/19	<u>1.00</u>	6083
			Total For Check 6083			<u>11,899.43</u>	
Check 6084							
101-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 12/8/19	12/11/19	31,003.31	6084
499-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 12/8/19	12/11/19	60.99	6084
525-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 12/8/19	12/11/19	<u>10.00</u>	6084
			Total For Check 6084			<u>31,074.30</u>	
Check 6085							
731-000-228-021	Due to State-W/H	STATE OF MICHIGAN TREASU	STATE OF MICHIGAN TREASURY	PENSION 12/13/19	12/13/19	<u>11,333.95</u>	6085
			Total For Check 6085			<u>11,333.95</u>	
Check 6086							
101-000-654-000	Receipts-Yack Concessions	STATE OF MICHIGAN TREASU	SALES TAX STATE OF MICHIGAN	NOVEMBER 2019	12/13/19	268.38	6086
525-750-925-770	Taxes	STATE OF MICHIGAN TREASU	SALES TAX STATE OF MICHIGAN	NOVEMBER 2019	12/13/19	<u>2.27</u>	6086
			Total For Check 6086			<u>270.65</u>	
Check 6087							
731-000-228-024	Due to Federal-Income Taxes	U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 12/13/19	12/13/19	<u>61,044.39</u>	6087
			Total For Check 6087			<u>61,044.39</u>	
Check 6088							
101-000-227-000	Due to Public Library	BACON MEMORIAL LIBRARY	TAX DIST LIBRARY SUMMER	SUMMER 2019	12/13/19	<u>2,947.34</u>	6088
			Total For Check 6088			<u>2,947.34</u>	
Check 6089							
101-000-223-000	Due to County	OFFICE OF THE WAYNE COUN	TAX DIST WAYNE COUNTY	SUMMER 2019	12/13/19	10,856.54	6089
101-000-224-000	Due to RESA	OFFICE OF THE WAYNE COUN	TAX DIST WAYNE COUNTY	SUMMER 2019	12/13/19	185.27	6089

101-000-224-024	Due to RESA - Enhancement Millag	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	SUMMER 2019	12/13/19	3,844.08	6089
101-000-226-000	Due to Special Education	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	SUMMER 2019	12/13/19	6,473.07	6089
101-000-228-000	Due to State (SET)	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	SUMMER 2019	12/13/19	11,532.55	6089
Total For Check 6089					32,891.51	
Check 6090						
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	19,734.16	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	18,712.24	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	64,615.93	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	4,902.47	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	4,225.79	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	19,927.50	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	1,988.61	6090
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUN TAX DIST WAYNE COUNTY	WINTER 2019	12/13/19	3,991.02	6090
Total For Check 6090					138,097.72	
Check 6091						
101-000-225-000	DUE TO WYAN SCHOOL BOARD-OF	SCHOOL DISTRICT OF THE TAX DIST SCHOOL DISTRICT	SUMMER 2019	12/13/19	8,905.05	6091
101-000-225-025	Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE TAX DIST SCHOOL DISTRICT	SUMMER 2019	12/13/19	5,766.23	6091
Total For Check 6091					14,671.28	
Check 6092						
701-000-225-000	Due to Wyandotte School Board	SCHOOL DISTRICT OF THE TAX DIST SCHOOL DISTRICT	WINTER 2019	12/13/19	107,173.40	6092
701-000-225-025	Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE TAX DIST SCHOOL DISTRICT	WINTER 2019	12/13/19	119,657.72	6092
Total For Check 6092					226,831.12	
Fund Totals:						
Fund 101 General Fund					179,235.35	
Fund 499 DDA tax increment Finance Fund					772.08	
Fund 525 Municipal Golf Course Fund					16.89	
Fund 701 Trust Fund					364,928.84	
Fund 731 Retirement System Fund					81,063.86	
Total For All Funds:					626,017.02	
Payroll 12/11/19					241,862.31	
Pension 12/13/19					520,976.46	
TOTAL					1,388,855.79	

This is to certify that the above vouchers amounting to \$1,388,855.79 have been examined, that the materials and services have been received, that the price and computations are correct, that the invoices, receiving slips, and supporting data are attached and in order and that the proper accounts have been charged. The Treasurer is hereby authorized to pay the above vouchers.

Mayor _____

City Clerk _____

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, November 12, 2019 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

Vice President Ron Adams
Secretary Wallace Merritt
Commissioner Tom DeSana
Commissioner Margaret Loya

Also Present:

Sup't of Recreation Justin N. Lanagan

Excused:

President Ed Ronco
Recreation Secretary Aimee Garbin

A motion was made by Commissioner Loya and supported by Secretary Merritt to approve the minutes of the previous meeting.

PERSONS IN THE AUDIENCE:

CORRESPONDENCE:

1. Thank you from Fall Festival of the Arts for the golf donation.
2. Thank you from Southeastern Michigan Veterinary Medical Association for the golf donation.

INTERDEPARTMENTAL:

COUNCIL RESOLUTIONS:

1. Council Resolution dated October 7, 2019 that Council approves the use of Bishop Park for the Our Lady of Fatima Rosary Rally to be held on October 12th, 2019.
2. Council Resolution dated October 21, 2019 that Council concurs in the recommendation of the Superintendent of Recreation and the Recreation Commission to hire Water's Edge Dock and Hoist to perform the necessary repairs on the handicap kayak launch in the amount of \$10,825.00.

REPORTS AND MINUTES:

Arena Report October 2019.....\$497.85 Open Skating.....\$5,565.09 Ice Rental.....\$4,305.49
Concession.....\$3,347.93 Skating Lessons.....\$152.88 Vending.....\$150.00 Summer Events
Account Breakdown Pay Period ending 10/13/2019 & 10/27/2019
Tele-care: October 2019
Senior Van Report: September 2019 & October 2019
Golf Report: October 2019.....\$18,270.59

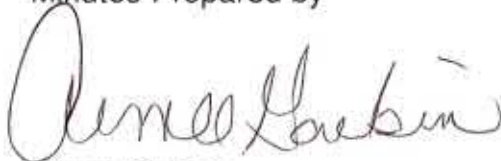
SPECIAL ORDER:

Superintendent Lanagan discussed with Commission:

- Superintendent Lanagan stated he would be out of town for the December 11th Commission meeting and discussed with Commission to reschedule the meeting for December 18th or cancel if necessary. Decision pending Commission response.
- Superintendent Lanagan discussed the 2020 Commission meetings stating December to August 2020 would be the second Wednesday at 5:30 pm and September to November would be the Second Tuesday at 7:30 pm.

There being no further business to discuss, a motion was made by Vice President Adams and supported by Commissioner Loya to adjourn the meeting at 7:47 pm.

Minutes Prepared by



Aimee Garbin
Recreation Secretary

Authorized by



Justin Lanagan
Superintendent of Recreation

2019 Wyandotte Recreation Commission Meetings @ Yack Arena

2nd Tuesday @ 7:30 pm

2nd Wednesday @ 5:30 pm
December 11, 2019