

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 25, 2013

AGENDA ITEM #

12

ITEM: Municipal Services- WMS Water Rate Adjustment

PRESENTER: Bill Weirich – Superintendent of Water

INDIVIDUALS CONSULTED: Rod Lesko-GM, Paul LaManes-Asst. GM, Mike Pente-Finance/Business Analyst

BACKGROUND: The Wyandotte Municipal Services Water department periodically reviews rates via cost of service studies/ internal analysis of costs and revenues and makes determinations when rate adjustments are necessary based on the varying costs and revenues to provide for a viable budget that will ensure the fiscal health of the WMS Water department. An internal rate analysis performed in conjunction with preparation of the FY14 operating and capital budget resulted in the need to adjust both the meter charge and the water charge to maintain Water Department operating and capital needs, cash reserves and suggested working capital levels. The rate change and meter charge increase of 3.5% on a typically bill for a 5/8 "meter using 6,000 gallons a month will see a monthly increase of \$0.70, while on a 2" meter with a typically usage of 225,000 gallons a month the increase will be \$14.84.

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

ACTION REQUESTED: Concur with the resolution from the Wyandotte Municipal Service Commission to authorize the General Manager to execute the requested WMS Water rate adjustments as provided for in the FY2014 WMS Water budget.

BUDGET IMPLICATIONS: Adjustments were factored into the FY2014 Water budget and noted as such in the budget assumptions. This rate adjustment will provide an additional \$ 97K and the necessary working capital to operate the plant, cover current costs and provide the financial resources that are necessary to maintain the cash reserves.

IMPLEMENTATION PLAN: Upon concurrence from Council, notify customers of the rate adjustments for water. Implement requested changes effective January 1, 2014

COMMISSION RECOMMENDATION: WMS Water Rate Adjustment Resolution #11-2013-05 was approved by the Municipal Services Commission at the November 13, 2013 Municipal Services Commission meeting.

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION - N/A

MAYOR'S RECOMMENDATION - *OK*

LIST OF ATTACHMENTS

- Historical Water Rate Summary with Proposed Rates
- FY14 Budget Revenue Requirements
- Signed resolution # 11-2013-05

MODEL RESOLUTION:

Wyandotte, Michigan

Date: November 25, 2013

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

A Resolution approving the WMS Water Department Rate Adjustment as recommended by the Department of Municipal Services- Water Department

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Stec

Subuda

Sutherby-Fricke

Schultz

Miciura Jr

City of Wyandotte, Michigan
Department of Municipal Services
Water Department

Meter Size	Historical Water Rates					Proposed Water Rates	Forecasted Water Revenue	
	FY'09	FY'10	FY'11	FY'12	FY'13	(1) FY'14	# of Meters	(1) FY'14
Meter Increase %	0.0%	0.0%	0.0%	0.0%	0.0%	3.5%		
Meter Size								
5/8"	\$ 11.40	\$ 11.40	\$ 11.40	\$ 11.40	\$ 11.40	\$ 11.80	9,600	\$ 134,754
3/4"	15.21	15.21	15.21	15.21	15.21	15.74	151	28,284
1"	19.00	19.00	19.00	19.00	19.00	19.67	331	77,449
1 1/2"	44.69	44.69	44.69	44.69	44.69	46.75	129	70,996
2"	102.68	102.68	102.68	102.68	102.68	106.27	82	103,589
3"	159.47	159.47	159.47	159.47	159.47	165.05	15	29,458
4"	282.42	282.42	282.42	282.42	282.42	292.30	19	56,082
5"	524.72	524.72	524.72	524.72	524.72	543.09	8	51,695
6" (1" x 12" x 5')	615.98	615.98	615.98	615.98	615.98	637.54	2	15,172
							Total Meter Charges	\$ 1,790,579
Usage Increase %	0.0%	0.0%	0.0%	8.5%	6.3%	3.5%		
Usage Increase \$						\$ 0.05		
Annual Usage (Mgal)	1,590,197	1,571,310	1,463,206	1,503,521	1,447,605		Fast Usage (Mgal)	1,450,000
Water Charge (\$1,000 gallons)								
All Mgal	\$ 1.07	\$ 1.17	\$ 1.17	\$ 1.27	\$ 1.35	\$ 1.40	Total Water Sales	\$ 2,008,884
							Total Sales	\$ 3,799,464

²¹¹ Effective with bills rendered on or after January 1, 2014.

**2013 - 2014 Water Budget
Revenue Requirement
September 24, 2013**

	ORIGINAL 2014 FY Budget	Revised 2013 FY Budget
<u>Expenses:</u>		
Pump & Purification (001 & 002)	862,094.00	894,121.00
Distribution (003, 005 & 011)	1,068,720.00	1,214,250.00
Meter Readers (008)	76,978.00	79,371.00
Store Room (009)	15,259.00	14,977.00
Customer Service (015)	193,201.00	99,638.00
Office (Depts 21-28)	275,702.00	348,904.00
General Administration (011)	460,882.00	463,546.00
General Insurance (033)	44,400.00	41,209.00
Contractual (034)	64,260.00	64,260.00
Building Maintenance (035)	1,550.00	1,500.00
Transportation (071)	31,500.00	30,500.00
Depreciation (091)	703,000.00	710,000.00
Total Operating Expenses	3,797,546.00	3,962,276.00
<u>Nonoperating Income:</u>		
Interest Income	(65.00)	(65.00)
Other Income - Net	(103,000.00)	(109,316.00)
Subtotal	(103,065.00)	(109,381.00)
<u>Noncash Adjustments:</u>		
Depreciation (091)	(703,000.00)	(710,000.00)
Subtotal	(703,000.00)	(710,000.00)
<u>Capital Expenditures:</u>		
Pump & Purification	180,000.00	170,000.00
Distribution	165,000.00	90,000.00
Transportation	25,000.00	70,000.00
Water Mains	350,000.00	350,000.00
1/r	24,600.00	13,600.00
Subtotal	744,600.00	693,600.00
<u>Transfers:</u>		
TIFA Capital Contribution	-	-
Subtotal	-	-
<u>Water Reserve Requirement</u>	50,000.00	50,000.00
Revenue Requirement:	3,786,081.00	3,886,495.00
Budgeted Revenues from RATES	3,799,463.00	3,919,669.00
Excess/(Shortfall) - Revenue	13,382.00	33,174.00

CITY OF WYANDOTTE – Department of Municipal Services
REQUEST FOR COMMISSION ACTION

: 11/13/2013

RESOLUTION # 11-2013-05

ITEM: WMS Water Rate Adjustment

PRESENTER: Bill Weirich – Supt. of Water

INDIVIDUALS CONSULTED: Rod Lesko-GM, Paul LaManes-Asst. GM, Mike Pente-Finance/Business Analyst

BACKGROUND: The Wyandotte Municipal Services Water department periodically reviews rates via cost of service studies/ internal analysis of costs and revenues and makes determinations when rate adjustments are necessary based on the varying costs and revenues to provide for a viable budget that will ensure the fiscal health of the WMS Water department. An internal rate analysis performed in conjunction with preparation of the FY14 operating and capital budget resulted in the need to adjust both the meter charge and the water charge to maintain Water Department operating and capital needs, cash reserves and suggested working capital levels.

STRATEGIC PLAN/GOALS: Fiscal stability for the Water Department

ACTION REQUESTED: Authorize the General Manager to execute the requested WMS Water rate adjustments as provided for in the FY2014 WMS Water budget.

BUDGET IMPLICATIONS: Adjustments were factored into the FY2014 Water budget and noted as such in the budget assumptions. This rate adjustment will provide an additional \$ 97K and the necessary working capital to operate the plant, cover current costs and provide the financial resources that are necessary to maintain the cash reserves.

IMPLEMENTATION PLAN: Notify customers of the rate adjustments for water. Implement requested changes effective January 1, 2014

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL'S RECOMMENDATION - N/A

LIST OF ATTACHMENTS

- Historical Water Rate Summary with Proposed Rates
- FY14 Budget Revenue Requirements

MODEL RESOLUTION:

WHEREAS, Wyandotte Municipal Service rates are designed to cover the cost of providing service to local customers; and

WHEREAS, Wyandotte Municipal Services completed a water utility financial and rate review in conjunction with preparation of the Fiscal 2014 budget; and

WHEREAS, based on the results of this review and financial projections, certain modifications to the water rates are recommended to keep the municipal water utility in sound financial condition; now therefore

BE IT RESOLVED, by the Wyandotte Municipal Services Commission, a majority of its members thereto concurring, that the attached water rates be and hereby are adopted, being effective with bills rendered on or after January 1, 2014; and

BE IT FURTHER RESOLVED, that a copy of this Resolution and proposed water rates be forwarded to the Honorable Mayor and Wyandotte City Council for their information.

ADOPTED this 13th day of November 2013

I move the adoption of the foregoing resolution.

MOTION by Commissioner MICHAEL SADOWSKI

Supported by Commissioner FRED DELISLE

YEAS

COMMISSIONER

NAYS

Figurski
Sadowski
Lupo
DeLisle
Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James S. Figurski
President

By:

[Signature]
Secretary

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 25, 2013

AGENDA ITEM #

13

ITEM: Approval to accept bid for roof replacements at Filter Plant Buildings

PRESENTER: William Weirich, Water Department Superintendent

INDIVIDUALS CONSULTED: Rod Lesko, General Manager, Paul LaManes, Assistant General Manager

BACKGROUND: As part of a three year program to replace all the roofs on the Filter Plant buildings this bid award is the last phase of that program. The program was started when it was discovered that the current roofing membrane material was beyond repair on several of the buildings and needed to be replaced. The roofing membrane was found to be cracking due to the surrounding environmental conditions that it is being exposed to on a daily bases. We found on most of the buildings the membrane was so bad that we had to install temporary patches in order to keep the weather out of the buildings. During this process we received costs to repair the roofs which were very high and would not be a guarantee to keep the rain out, so we put together a three year program to have each building's roof s replaced. Bids were sent out for the replacement of the three remaining roofs in conjunction with the bid for the roof replacement at 1771 6th St in March of 2013. The bid contained the specification that the awarding of the bid for the roof replacements at the filter plant site would not be awarded until after the approval of the 2014 capital budget and that all labor pricing would have to remain as bid out.

STRATEGIC PLAN/GOALS: Maintaining and improving the Water Department facilities in a fiscally responsible manner

ACTION REQUESTED: Concur with the resolution from the Wyandotte Municipal Service Commission to authorize the General Manager to execute awarding the roof replacement bid in the amount of \$84,676.00 to Molnar Roofing.

BUDGET IMPLICATIONS: Filter Plant Roof project was approved as part of the FY 2014 Capital Budget.

IMPLEMENTATION PLAN: Upon concurrence from Council, commence with notifying the lowest qualified bidder Molnar Roofing to begin scheduling of the project.

COMMISSION RECOMMENDATION: WMS Water Department Roof Replacement Project Resolution #11-2013-1 was approved by the Municipal Service Commission at the November 13, 2013 Municipal Service Commission meeting.

CITY ADMINISTRATOR REVIEW: 

LEGAL COUNSEL REVIEW: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS

- Letter to General Manager
- Signed resolution # 11-2013-01
- Study and pictures of roof repairs needed

MODEL RESOLUTION:

Wyandotte, Michigan
Date: November 25, 2013

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

A Resolution approving the WMS Water Department Roof Replacement Project as recommended by the Department of Municipal Services- Water Department

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Stec	
	Subuda	
	Sutherby-Fricke	
	Schultz	
	Miciura Jr	

CITY OF WYANDOTTE – Department of Municipal Services
REQUEST FOR COMMISSION ACTION

MEETING DATE: 11/13/2013

RESOLUTION 11-2013-01

ITEM: Approval to accept lowest qualified bid for roof replacement at Water Filter Plant Buildings

PRESENTER: William Weirich - Supt. of Water

INDIVIDUALS CONSULTED: Rod Lesko - GM, Paul LaManes – Asst. GM

BACKGROUND: As part of a three year program to replace all the roofs on the Filter Plant buildings this bid award is the last phase of that program. The program was started when it was discovered that the current roofing membrane material was beyond repair on several of the buildings and needed to be replaced. The roofing membrane was found to be cracking due to the surrounding environmental conditions that it is being exposed to on a daily basis. It was found that on most of the buildings the membrane was so bad that temporary patches had to be installed in order to keep the weather out of the buildings. During this process repair costs were quoted to repair the roofs which were very high and would not be guaranteed to keep the rain out therefore, a three year program to have each building's roof replaced was started. Bids were sent out for the replacement of the three remaining roofs in conjunction with the bid for the roof replacement at 1771 6th St in March of 2013. The bid contained the specification that the awarding of the bid for the roof replacements at the filter plant site would not be awarded until after the approval of the 2014 capital budget and that all labor pricing would have to remain as bid out. The material portion of the bids is to be purchased from Garland by the lowest qualified bidder under the US Communities Procurement Program

STRATEGIC PLAN/GOALS: Maintaining and Improving Water Distribution/Filtration facilities.

ACTION REQUESTED: Permission to accept the lowest qualified bid from Molnar in the amount of \$ 84,676 for labor and materials as recommended by WMS Management.

BUDGET IMPLICATIONS: Project was approved in the FY2014 Water Department capital budget in the amount of \$100,000.00, therefore lowest qualified bid is less than forecasted and approved budget.

IMPLEMENTATION PLAN: Award the lowest qualified bid to Molnar after approval by the Commission and concurrence by City Council. Subsequent to approval and concurrence, schedule project with Molnar.

MAYOR'S RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS:

- Summary of Bid and recommendation letter to General Manager.

RESOLUTION:

WHEREAS, the Wyandotte Municipal Service Commission requested and received bids for the Water Filter Plant Roof Replacement and,

WHEREAS, the bid award to the lowest qualified bidder will proceed so that the construction process can be added to the lowest qualified bidder, Molnar's, construction schedule and,

BE IT RESOLVED, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, with moving forward in awarding the lowest qualified bid for the Water Filter Plant building roof replacement at 2555 Van Alstyne, Wyandotte, Michigan to Molnar in the amount of \$ 84,676 as recommended by WMS Management.

I move the adoption of the foregoing resolution.

MOTION by Commissioner

FRED DELISLE

Supported by Commissioner

MIKE SADOWSKI

YEAS

COMMISSIONER

NAYS

✓

Figurski

✓

Sadowski

✓

Lupo

✓

DeLisle

✓

Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James I. Figurski
President

By:

[Signature]
Secretary

Municipal Service Commission
Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski



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Roderick J. Lesko
Acting General Manager and Secretary
3200 Biddle Avenue, P.O. Box 658
Wyandotte, MI. 48192-0658
Telephone: (734) 324-7100
Fax: (734) 324-7119

Mr. Rod Lesko
General Manager
Wyandotte Municipal Services

October 8, 2013

Dear Mr. Lesko,

As part of a three year program to replace all the roofs on the Filter Plant buildings this bid award is the last phase of that program. The program was started when it was discovered that the current roofing membrane material was beyond repair on several of the buildings and needed to be replaced. The roofing membrane was found to be cracking due to the surrounding environmental conditions that it is being exposed to on a daily bases. We found on most of the buildings the membrane was so bad that we had to install temporary patches, in order to keep the weather out of the buildings. During the process we received costs to repair the roofs which were very high and would not be guaranteed to keep the rain out, so we put together a three year program to have each building's roof replaced.

We have in the course of the last two years removed the plastic membrane roofing material and replaced it with a more traditional roofing material consisting of a two ply HPR GlasFelt and cap with a 30 year warranty on the settling basin and filter plant buildings. With this bid award the three remaining buildings, low service, high service and the Admin buildings will complete the program and should give us many years of protection before needing further work done.

Bid file #4616 roof replacement at 1771 6th and roof replacement of the three remaining buildings at 2555 Van Alstyne were advertised for two weeks in March of 2013. The bids were received and opened on April 15, 2013. We received five bids, three companies bid both projects, while two others only bid on the roof replacement at 1771 6th St. The bids received for 2555 Van Alstyne were for the purpose of getting a 2014 budget number and would not be awarded until the approval of the 2014 Water Department Budget by WMS Commission.

The bids received for the Filter Plant project consisted of labor, and materials needed for the project. To save costs WMS will purchase the materials under a separate pricing received from Garland under the US Communities Procurement program.

The scope of the work at 2555 Van Alstyne is the following:

- 1). Remove the existing single ply TPO roof and insulation down to the concrete deck.
- 2). Inspect the concrete deck for deficiencies prior to installation of the new roof components and repair any deficiencies found.
- 3). Install the new HPR base sheet hot mopped to the concrete deck.
- 4). Install the insulation system and install the Insulok HR insulation adhesive.
- 5). Install a 1/2" primed fiberboard.
- 6). Install an HPR Modified System comprised of two plies of HPR GlasFelt and cap.
- 7). Install flashing of VersiPly 40 base and Stress Ply Plus Mineral.
- 8). Flashing and exposed membrane are to be coated with Garia-Brite Aluminize.
- 9). All drains are to receive a new pans and inserts along with vent pips to receive new leads.
- 10). New 24 Ga. Prefinished copings are to be installed per specifications.
- 11). Aluminize shall be applied at the specified at no less than 30 days after the roof is installed.
- 12). Manufacturer to issue the 30 year warranty.

The following is a listing of the bidders and submitted bids:

Molnar-----	Labor \$49,850.00	Materials \$34,826.00	Total \$84,676.00
Laduke-----	Labor \$56,550.00	Materials \$31,519.00	Total \$88,069.00
Schena-----	Labor \$69,952.00	Materials \$37,400.00	Total \$107,352.00

The lowest "qualified bid", was from Molnar with bid at \$84,676.00. They attended the pre-bid, they supplied a bid bond or a performance/labor bond for the proposed work, a certificate of insurance and a signed Anti-Collusion Affidavit. Obviously, the cost difference between the highest bidder and Molnar is substantial at \$22,649.00.

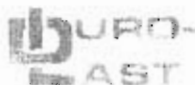
My recommendation is to utilize Molnar as they have a clear understanding of the project, were able to follow the criteria established within the bid documents and are the low bidders for the project.

This project was approved and planned for the 2014 budget year with a capital project amount of \$100,000.00 budgeted.

Should you need any additional information from me, please don't hesitate to contact me.

Sincerely,

William Weirich
Water Department Superintendent



Roofing, Inc.

15 Year Warranty

Warranty No. 218415

DURO-LAST, INC., the sole owner of the Trademark DURO-LAST, grants a limited warranty to the building Owner who had a DURO-LAST ROOFING SYSTEM installed by an Authorized Dealer/Contractor subject to the conditions and limitations contained herein.

DURO-LAST, INC.'s obligation during the 1st through the 15th years shall be to repair any leak in the roof caused by any defect in the DURO-LAST, INC. membrane materials or accessories or by the workmanship of the Authorized Dealer/Contractor. This obligation includes the repair or replacement of membrane material and accessories and the cost of or furnishing of labor to repair said roof at the contractor list price which is in effect at the time of repair, provided the following conditions are met:

1. DURO-LAST, INC. has authorized the repair and
2. An Authorized Dealer/Contractor makes the repair.

LIMITATIONS

- The Owner or his/her authorized agent shall notify the company's headquarters of DURO-LAST, INC. in writing, within 30 days of the discovery of any leak.
- This warranty does not apply to a roofing system on a porch, deck, bridge, storage shed or single family residence.
- DURO-LAST, INC. shall in no instance be held liable for any damages whatsoever arising from causes not fully within its control, including among other such causes:
 - Damage caused by fire, lightning, hurricanes, gales, hail, tornadoes, floods, and earthquakes; or
 - Damage caused by intentional acts, negligence, failure of Owner to use reasonable care, accidents, including, but not limited to, acts by Owner or third party, riots or vandalism; or
 - Damage caused by any unauthorized modification to said roof including, but not limited to, damage caused by unauthorized components used or installation or lack of or by additional equipment or structures added to or made a part of said roof or damage caused by chemicals, oil, water, or foreign matter.
 - Moss, algae, mold, mildew, rot, decay, or other damage to any part of the building structure including trim, adjacent buildings.
 - This limited agent's specifications, terms and conditions to the DURO-LAST ROOFING SYSTEM installation.
- DURO-LAST, INC. shall make under this warranty, unless:
 - Owner complies with the terms and conditions of this limited warranty, and acknowledges that Owner is releasing DURO-LAST, INC. from any liability; and
 - Owner allows DURO-LAST, INC.'s agents or Authorized Dealer/Contractor access to said roof; and
 - Owner has paid Authorized Dealer/Contractor in full for said roof and DURO-LAST, INC. has been paid in full.
- This limited warranty can be assigned with the written permission of DURO-LAST, INC.
- This limited warranty is valid only with the written acceptance of Section 5, the Owner's signature of this limited warranty.
- The interpretation of this limited warranty shall be considered that the form, extent, and credits thereof shall be controlled by the laws of the State of Michigan.
- DURO-LAST, INC. does not warrant or represent that this limited warranty fulfills all requirements of the law. No warranties, express or implied, representations, promises, or oral statements have been made by any representative of DURO-LAST, INC., and Owner is not to rely on same unless endorsed hereon in writing. Oral representations cannot be relied upon as hereby stating the representation of DURO-LAST, INC.

ANDREW GROTH

QUALITY ASSURANCE SPECIALIST

Andrew Groth 3/19/98
Authorized Duro-Last, Inc. Signature Date

John J. Kelly 3-25-98
Customer's Signature Date

Warranty Coverage No. 297

Building Name WYANDOTTE POWER
Address 2555 VAN ALSTYNE
City WYANDOTTE State MI Zip 48192
Building Designation CHURCHLINE RM
Serial Number 21866 Dt. (5-00) Rev. 12/05

ROOF SECTIONS 1-6 & 9-11: Single-Ply PVC Membranes

CONDITIONS

There have been several leaks reported within the facility, some of which have not been repaired after several attempts. The roof is a Durolast, single-ply Polyvinylchloride (PVC) roof. The roofs consists of a structurally sloped concrete deck, a vapor barrier, 1" of perlite insulation, and a 3-ply BUR asphalt based roof. The PVC roof was installed over the original roof with 1" of EPS insulation beneath it. Because there are two roof systems on the majority of the sections, tracking leaks is extremely difficult, time consuming, and expensive.

While the drainage is good as there is no evidence of ponding water, the PVC membrane is failing. Typically the single-ply roofs have a life expectancy of approximately 15 years under proper conditions. Directly adjacent to a coal processing facility, the roof systems within the facility are severely deteriorated. The amount of coal dust on the roof essentially eats away at the membrane, exposing the scrim within the membrane. This degradation allows moisture into the roof system. Additionally, the membrane becomes brittle. subject to punctures when the temperatures drop below freezing.

There are several problems with the installation details of the existing roof as well. Many of the termination details are improperly and poorly flashed, leaving large, open areas within the membrane subject to moisture exposure. In short, the roof is a poor design for this particular application.

RECOMMENDATIONS

As can be seen on the roof, the membrane is severely degraded and is no longer a viable option for long-term repairs or restorations. Because the roof is no longer functioning as a waterproof system, the only long-term solution is to replace it. Rather than a single-ply which is susceptible to punctures, seam failures, and severe degradation under the coal conditions, an HPR, multiple-ply asphalt based roof system is recommended. This system creates a redundancy in the roof itself which not only provides additional protection against the elements, but it will have a surfacing that will withstand any impact from coal and coal dust accumulation. Ultimately it will provide a longer, more durable weather-tight barrier than the single-ply. The proposed roof system will perform for 30+ years with minimal maintenance.

As opposed to a single-ply system which has a typical thickness of 45 to 60 mils and consists of one layer of waterproofing membrane, an HPR Modified system will provide several layers of waterproofing, yielding over 300 mils of protection.

Replacement Scope of Work:

- 1) Remove existing roof system including perimeter copings down to concrete deck.
- 2) Inspect the concrete deck for any deficiencies and repair if necessary at the predetermined sf cost as identified on the bid form.
- 3) Install a ½" primed recovery board utilizing an approved insulation adhesive required for proper wind loading.
- 4) Install a StressPly HPR system over the insulation system consisting of multiple plies set in an asphalt bitumen.
- 5) Flashings are to consist of a two-ply, HPR Modified system to create a monolithic, redundant system per manufacturers details.
- 6) All metal flashings at copings are to be replaced per the manufacturer's recommended details with new pre-finished sheet metal.
- 7) Apply a flood coat and gravel system to properly protect the roof membrane system from future impacts and coal dust accumulation on the roof.
- 8) Manufacturer's representative is to make site visits no less than three times a week during the construction to ensure the system is being installed correctly.
- 9) Manufacturer to issue 30 year warranty

ROOF SECTIONS 7-8 & Garage: Coal-Tar Pitch BUR**CONDITIONS**

The remaining roof systems on the smaller sections as well as the garage have never been replaced. Therefore, the systems appear to be approximately 30+ years old. The BUR system incorporates a redundancy in the waterproofing layers that holds up extremely well under the existing conditions.

The roof sections are however showing their age at this point. Much of the flood coat and gravel in the field of the roof has weathered, creating "blueberries" throughout the roof system. The blueberries are the bitumen (coal-tar pitch) seeping up through the aggregate on the roof as the roof ages. Once the blueberries are evident on the majority of the roof, the system has lost a considerable amount of its water-tight capabilities.

While the drainage appears to be sufficient in most areas, the perimeter flashings are failing. There are holes evident in many of the areas where the flashings have simply deteriorated. These areas are allowing moisture into the system. Fortunately, with concrete deck prevalent throughout the facility, leaks are minimized as the concrete has the ability to absorb a substantial amount of moisture before it becomes saturated to the point of actually leaking inside of the building.

RECOMMENDATIONS

Although the roof system has performed well over the past 30 years, the condition of the flashings as well as the field of the roof dictates that the roofs must be replaced. Unfortunately the roof is deteriorated beyond the point of a restoration and it is therefore no longer an option.

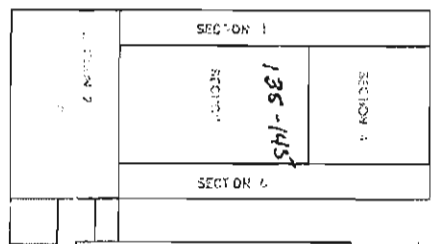
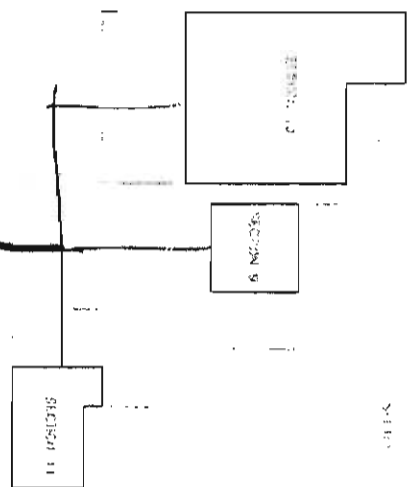
Because the existing roof has performed well for 30 years, a similar system is recommended. An HPR, multiple-ply asphalt based roof system is recommended. This system creates a redundancy in the roof itself which not only provides additional protection against the elements, but it will have a surfacing that will withstand any impact from coal and coal dust accumulation. Ultimately it will provide a longer, more durable weather-tight barrier than the single-ply. The proposed roof system will also perform for 30+ years with minimal maintenance, just as the existing roofs have.

Replacement Scope of Work:

- 1) Remove existing roof system including perimeter copings down to concrete deck.
- 2) Inspect the concrete deck for any deficiencies and repair if necessary at the predetermined sf cost as identified on the bid form.
- 3) Install a ½" primed recovery board utilizing an approved insulation adhesive required for proper wind loading.
- 4) Install a StressPly HPR system over the insulation system consisting of multiple plies set in an asphalt bitumen.
- 5) Flashings are to consist of a two-ply, HPR Modified system to create a monolithic, redundant system per manufacturers details.
- 6) All metal flashings at copings are to be replaced per the manufacturer's recommended details with new pre-finished sheet metal.
- 7) Apply a flood coat and gravel system to properly protect the roof membrane system from future impacts and coal dust accumulation on the roof.
- 8) Manufacturer's representative is to make site visits no less than three times a week during the construction to ensure the system is being installed correctly.
- 9) Manufacturer to issue 30 year warranty

As I had mentioned, once the appropriate budget is approved I will prepare the necessary bid documents including specifications, details, bid sheets, etc for local contractors to bid the project competitively. Once the project begins, I would inspect the project daily to ensure compliance with the bid documents.

Current Project



SECTION 1
2012
80-90

SECTION 1	SECTION 2
SECTION 3	SECTION 4

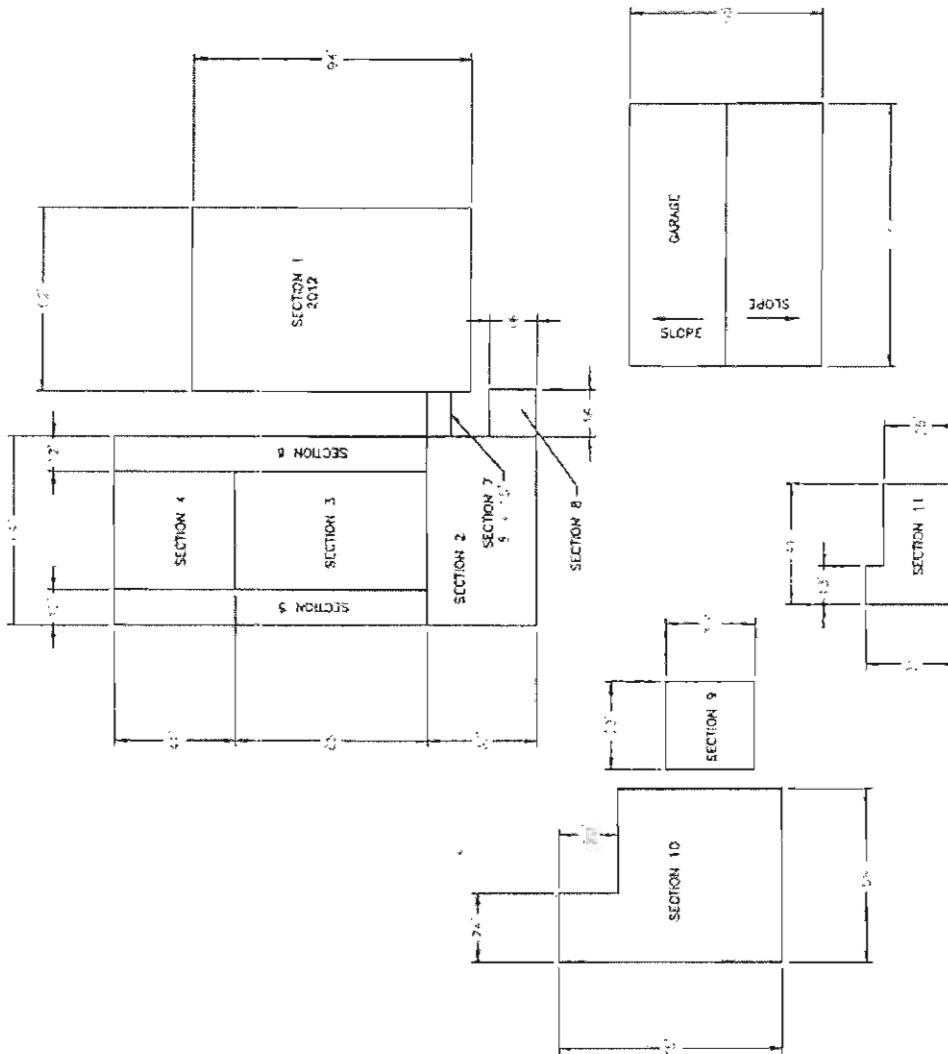
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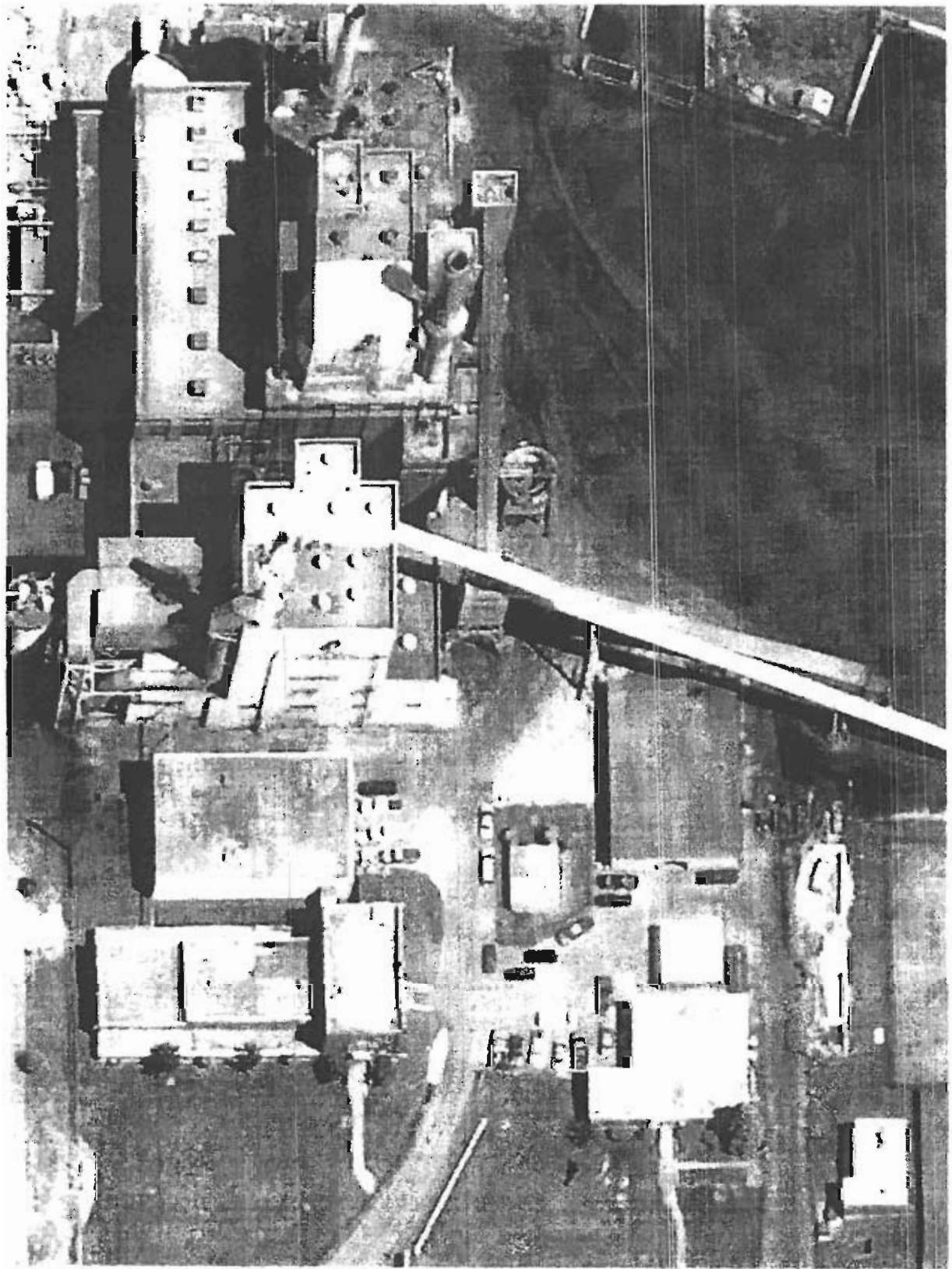
WYANDOTTE MUNICIPAL WATER

SECTION	PROFITE
SECTION 1:	5,828 SF
SECTION 2:	2,368 SF
SECTION 3:	2,800 SF
SECTION 4:	1,640 SF
SECTION 5:	1,272 SF
SECTION 6:	1,272 SF
SECTION 7:	90 SF
SECTION 8:	256 SF
SECTION 9:	900 SF
SECTION 10:	3,725 SF
SECTION 11:	3,103 SF
GARAGE:	5,785 SF

SECTIONS 1-6 & 8-11, SINGLE PLY PVC
(DURALAST)
SECTIONS 7-8 & GARAGE: COAL-TAR PITCH BUR



WYANDOTTE WATER AERIAL VIEW



CONDITION PHOTOS

Sections 1-6 and 9-11: PVC Single-Ply Roofs



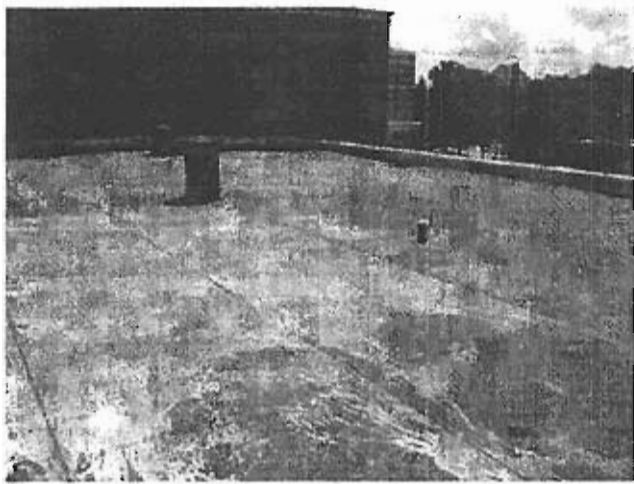
Extent of impact punctures and holes in Single-Ply membrane.



Membrane degradation caused by Coal Dust eats membrane and makes the membrane brittle and susceptible to punctures.



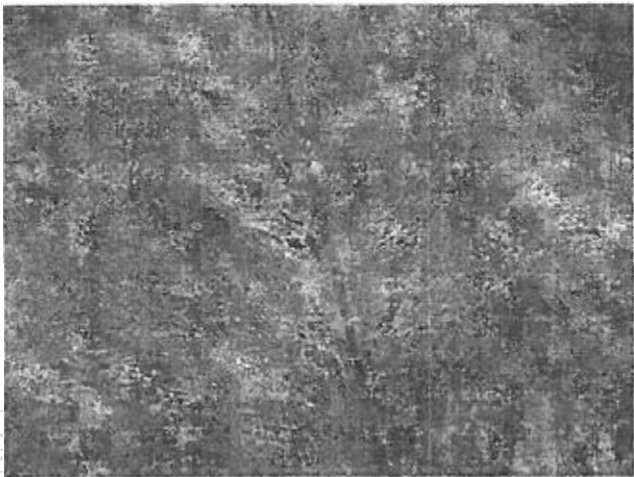
Membrane is severely deteriorated by coal dust and punctures throughout are prevalent.



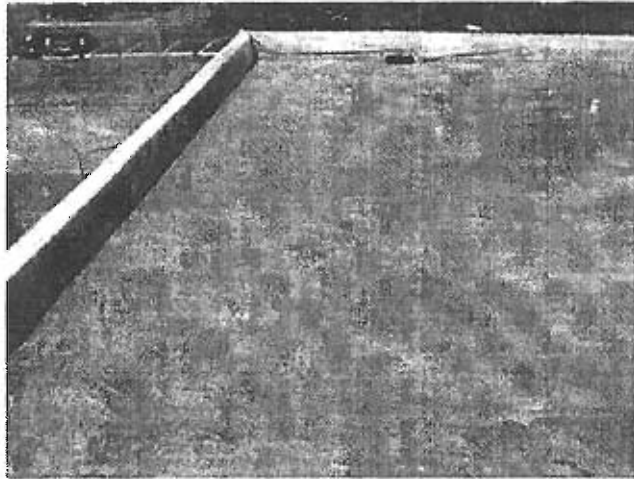
Extent of membrane deterioration is significant.



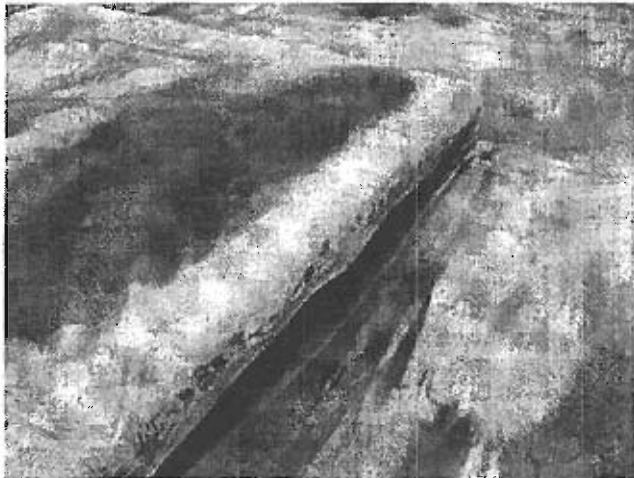
Reinforcing scrim within membrane is exposed, causing the membrane to become brittle in cold temperatures when the scrim is wet.



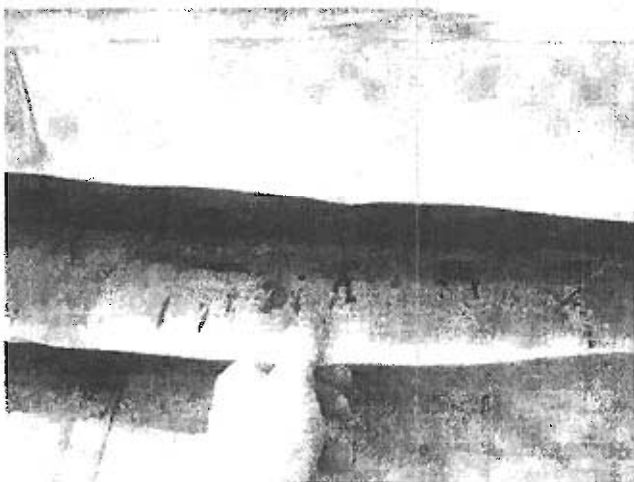
Membrane deterioration



Note the scuppers and parapets are loosely wrapped with the membrane. Poor installation practices and limited details cause this condition.



Poor installation and lack of proper termination result in a massive roof opening.



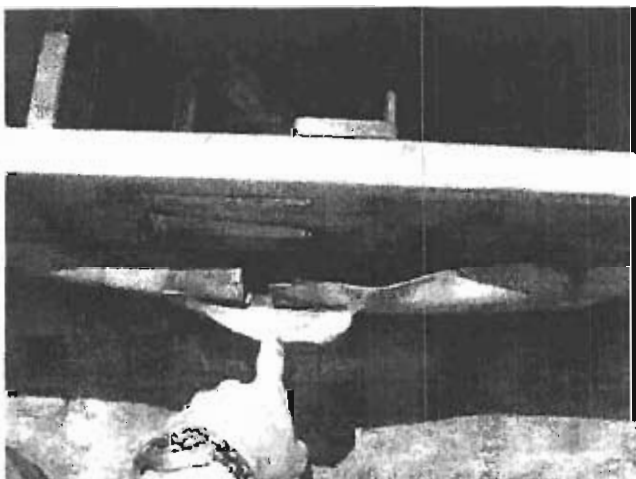
Rain and snow have no problem entering the facility.



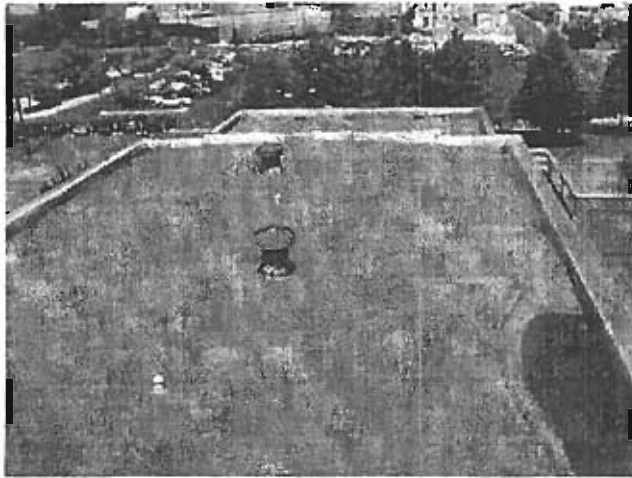
The parapets are wrapped in the single-ply, creating stress at the sharp angles. Holes and cracks are prevalent throughout the buildings.



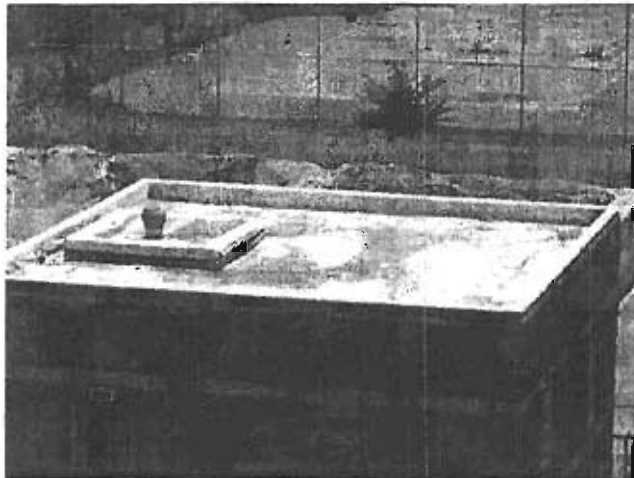
Some ponding is occurring.



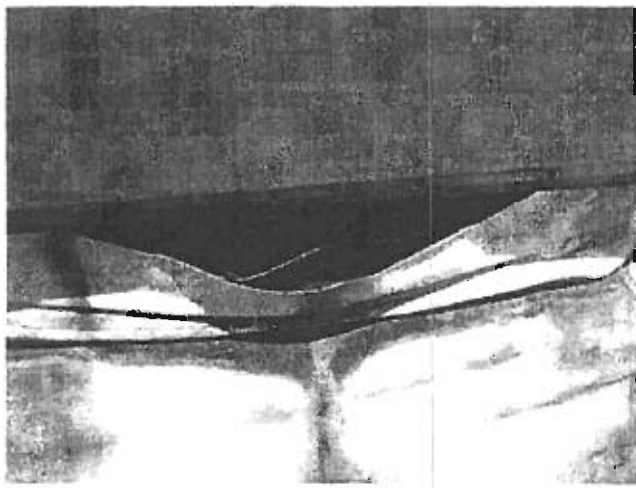
Another open hole at a termination detail. The membrane was not fastened properly during installation.



Significant amounts of coal dust eat the single-ply membrane under these conditions.

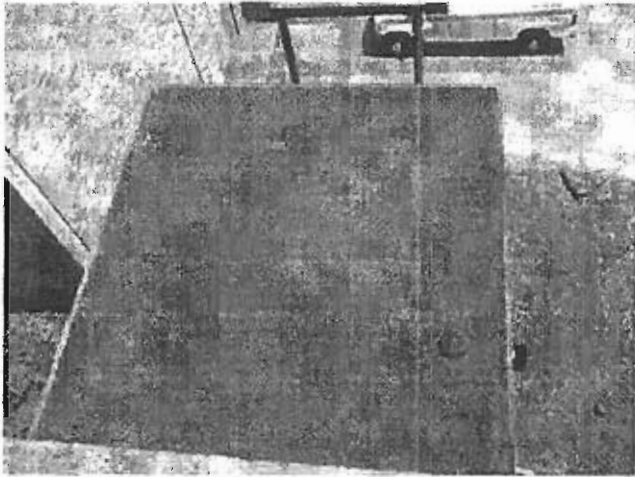


Open area around equipment removal hatch.



Open area at termination detail.

Sections 7-8 & Garage: BUR Roofs



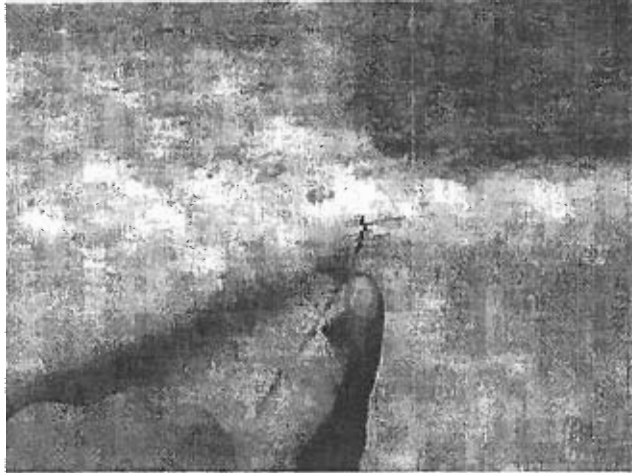
Section 8 BUR roof is over 30 years old.



Flashings are severely deteriorated and open in many areas.



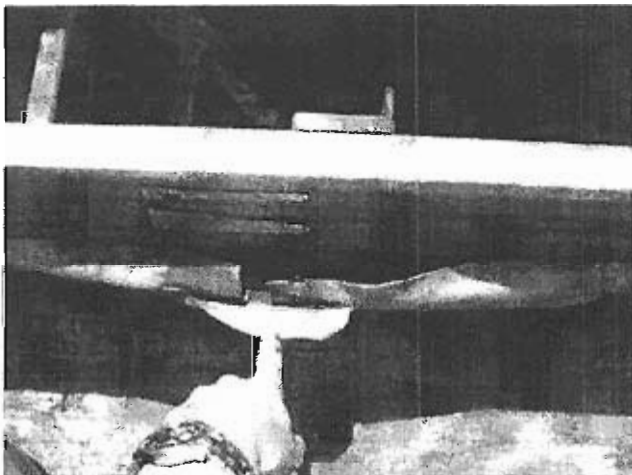
Open area at flashing transition.



The parapets are wrapped in the single-ply, creating stress at the sharp angles. Holes and cracks are prevalent throughout the buildings.



Some ponding is occurring.




Another open hole at a termination detail. The membrane was not fastened properly during installation.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 25, 2013

AGENDA ITEM # 15

ITEM: Municipal Services – GLDS BILLING SOFTWARE & LICENSE AGREEMENT

PRESENTER: Steve Timcoe, Superintendent Telecommunications 

INDIVIDUALS IN ATTENDANCE: David Fuller, Director Information Technology

BACKGROUND: The City of Wyandotte & Wyandotte Municipal Services is decommissioning the SunGard/HTE Billing System and is entering into agreement with BS&A to begin utilizing BS&A billing system to serve the City of Wyandotte & WMS system billing needs. BS&A does not have a cable billing component to their billing solution.

WMS entered into agreement with Great Lakes Data Systems (GLDS) on October 1, 2001 via the "Digital Authorization and Billing Service Agreement" which is currently in effect and which is automatically renewed every 12 months, unless cancelled in writing and which has provided WMS with complete cable converter control for provisioning, PPV, Service Level QOS, Administrative Web Portals, etc. and WMS has maintained this agreement to date having been very satisfied with the service provided. GLDS also provides for complete cable specific billing services via their GLDS WinCable billing solution which has been determined to interface seamlessly with the new BS&A billing system and is also interfaced with IBBS for modem and EMTA provisioning, QOS & billing as well as administrative and customer web portals. WMS Management has desired to migrate to the full service solution offered by GLDS which includes the WinCable cable billing system and has anticipated this action upon the replacement of the SunGard/HTE billing system. The WinCable billing solution will offer significant enhancements, versatility and flexibility to the WMS Cable Telecommunications department billing needs. It will allow for all billing functions associated with cable, internet and phone to be serviced transparently to the customer as the interface with BS&A will provide for the same bundled (one utility bill) bill that our customers are accustomed to receiving each month. These agreements will replace the existing Digital Authorization and Billing Service Agreement and has the same term(s) with a 1 year initial period with automatic 1 year renewals.

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

ACTION REQUESTED: Concur with the resolution # 11-2013-03 from the Wyandotte Municipal Service Commission to authorize the General Manager to execute the GLDS WinCable Sales Order agreement, WinCable Software License Agreement & the GLDS Supercontroller Software License Agreement as recommended by WMS Management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Projected Increase (+)/Decrease (-) Net Income = \$28,423.70. See attached Projected Expense/Revenue +/- . Non-recurring capital expense of \$143,725.00 with a projected ROI of 20.24 months. Project was approved as part of FY14 Telecommunications Capital/Operating Budget.

IMPLEMENTATION PLAN: Upon concurrence from Council, execute plans for successful migration. Ensure all necessary training is scheduled and completed and coordinate with GLDS, BS&A, IBBS, City of Wyandotte and WMS personnel to decommission the SunGard/HTE billing software and execute the installation and use of the new billing software programs.

COMMISSION RECOMMENDATION: GLDS WinCable Billing Software & License Agreement Resolution was approved by the Municipal Services Commission at the November 13, 2013 Municipal Services Commission meeting.

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved to Form – William R. Look, Attorney.
Reviewed and approved – Paul Breakman, Attorney (Duncan-Allen)

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS

- Signed Commission Resolution # 11-2013-03
- GLDS WinCable Sales Order Agreement
- WinCable Software License Agreement
- Supercontroller Software License Agreement
- GLDS Agreement Comparison

MODEL RESOLUTION:

Wyandotte, Michigan
Date: November 25, 2013

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

A Resolution approving execution of the GLDS WinCable Billing Software and License Agreements by the Department of Municipal Services – Cable Telecommunications Department.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Stec
Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL'S RECOMMENDATION - Agreements approved to form – William R. Look, Attorney. Agreements reviewed and approved – Paul Breakman, Telecom Attorney (Duncan-Allen)

LIST OF ATTACHMENTS

- GLDS WinCable Sales Order Agreement
- WinCable Software License Agreement
- Super Controller Software License Agreement
- GLDS Agreement Comparison

MODEL RESOLUTION:

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE GLDS WINCABLE SALES ORDER AGREEMENT, WINCABLE SOFTWARE LICENSE AGREEMENT & THE SUPERCONTROLLER SOFTWARE LICENSE AGREEMENT WHICH COMPRISE THE WINCABLE BILLING SOLUTION.

BE IT ORDAINED BY THE MUNICIPAL SERVICES COMMISSION OF THE CITY OF WYANDOTTE, STATE OF MICHIGAN:

WHEREAS, the City of Wyandotte, ("MUNICIPALITY") owns and operates a cable telecommunications system for the sale of cable telecommunications (cable TV, internet & phone services) for the benefit of its citizens and taxpayers; and

WHEREAS, The City of Wyandotte & Wyandotte Municipal Services is in the process of decommissioning the SunGard/HTE billing system currently in use and replacing it with a billing system solution offered by BS&A; and,

WHEREAS, Wyandotte Municipal Services is in need of a cable software billing solution as BS&A does not have a cable billing component as part of their software billing solution; and,

WHEREAS, Wyandotte Municipal Services desires to purchase a replacement billing system that will interface and work seamlessly with multiple systems including but not limited to cable converter provisioning, JBBS modem and EMTA provisioning, HITS head end equipment control functions, VOD services and the BS&A billing system; and,

WHEREAS, Wyandotte Municipal Services already has critical systems related to billing on line via an agreement with Great Lakes Data Systems; and,

WHEREAS, Great Lakes Data Systems has a comprehensive software billing solution available as part of their cable telecommunications service offerings, and,

WHEREAS, the non-recurring one-time capital cost for the WinCable software is \$143,725 with current monthly support of \$3,200/month and current annual renewal fees of \$ 16,490,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Services Commission of the Municipality of Wyandotte, Michigan, that:

SECTION 1: Wyandotte Municipal Services General Manager is hereby authorized to execute the GLDS WinCable Sales Order agreement, WinCable Software License Agreement & the GLDS Super controller Software License Agreement.

SECTION 2: That it is found and determined that all formal actions of this Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this Commission and that all deliberations of this Commission and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4: This measure shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

I move the adoption of the foregoing resolution.

MOTION by Commissioner LESLIE Lupo

Supported by Commissioner MIKE SADOWSKI

YEAS

COMMISSIONER

NAYS

✓

Figurski

✓

Sadowski

✓

Lupo

✓

DeLisle

✓

Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James A. Figurski
President

By:

[Signature]
Secretary

Wyandotte Municipal Services



GLDS WinCable®
Sales Order
October 9, 2013

SOFTWARE PRICING

Product Description	One-Time Fee	Monthly Support	Annual Renewal
<u>WinCable Enterprise</u> ® Billing/Subscriber Management Standard software for a maximum of 7,500 active subscriber records and unlimited homes passed. First year's maintenance updates included free of charge. Unlimited technical support available at listed monthly rates or on an as-needed basis at \$150/hr. Cloud (hosting) of all software platforms + backup and software upgrade services.	22,500	750 1,250	3,825
Workstation + SQL licenses 1 for server @ \$350; 5 existing from DSB + 5 user workstations @ \$495 each for a total of 10 User licenses. Add additional workstations at \$495 per SQL license. ¹	2,825		
Data Migration from DSB and data conversion/merge from HTE Sungard billed at \$150/hr. Estimated at 100 hours but actual effort will be billed at the listed rate.	15,000		
On-Site Trip-One Three days on-site WinCable project planning and due diligence, plus one day of billable travel. Four days @ \$800/day plus travel and living expenses.	3,200		
Estimated Travel Expenses	1,800		
On-Site Training Launch Support Five days of on-site WinCable training plus one day of billable travel; Five days remote Project Management & Implementation Launch services. Eleven days @ \$800/day plus travel and living expenses.	8,800		
Estimated Travel Expenses	2,400		
<u>SuperController</u> ® Addressable Control for HITS Classic ² . Includes Windows client workstation, etc. Additional interfaces available at an additional cost – each sold a-la-carte.	14,500	150	2,465
SPG Data Interface (API interface for SuperController above) for use with IBBS	7,500	150	1,275
SPG Voice Interface (API Interface for SuperController above) for use with IBBS	15,000	150	2,550
On-Site Engineering Five days Addressable Engineering to install and launch above SuperController, plus one day of billable travel; Ten days Remote Addressable Engineering. Sixteen days @ \$800/day plus travel and living expenses.	8,800		
Estimated Travel Expenses	2,400		
<u>WinVoIP</u> CDR aggregation, billing and management for WinCable for use the following vendor: IBBS	7,500	150	1,275
<u>CableAnytime</u> web-based customer self-care portal. Integrated as are-direct from customer's primary website.	7,500	150	1,275
Website customization based on an estimated 10 hours at \$150/hr.	1,500		
<u>VOD Interface</u> Real-Time VOD authorization and billing for used with the following vendor: Arris/CMC VOD In a Box	7,500	150	1,275
<u>WinForce Tech</u> brings WinCable field management functionality to any web-enabled devices for faster, more complete customer service.	15,000	300	2,550
GRAND TOTAL^{3,4}	\$143,725	\$3,200	\$16,490

Wyandotte Municipal Services



GLDS WinCable®

Sales Order

October 9, 2013

GENERAL

Customer already has, or will provide, all minimum recommended hardware as shown on this page. All multi-site, or remote site connectivity, design, hardware, software, installation and support to be provided by customer. Customer to provide any remote connectivity solutions as required.

WORKSTATION(S)

- 2 GHz CPU Computer
- 2GB RAM (*minimum, 4GB for reports workstation recommended*)
- 4 GB hard drive (*minimum*)
- 17" Monitor (*19" recommended*)
- 100/1000 Ethernet Card
- Keyboard/Mouse
- Windows 7, Vista, XP OS
- System Installation/Configuration

15 USER SERVER (Required only if you host your own system)

Windows 2008R2 Server software preinstalled; workstations & printers configured

- 2 GHz CPU Server (*minimum, faster quad core CPU recommended*)
- 8 GB RAM (*16GB recommended*)
- Storage:
 - SAS Controller
 - 3-6 146GB SAS 15K or SSD disk drives in RAID-5 or RAID-10 container
 - 1 extra drive configured as a hot standby per container(s) recommended
- Monitor
- DVD Drive
- 100/1000 Ethernet Card
- Keyboard/Mouse
- Tape Backup drive with Backup Exec (or comparable backup system)
- UPS Battery Backup with server monitoring
- Windows 2008R2 Server Software (+ extra client licenses as needed)
- pcAnywhere with broadband access from Internet recommended (Modem access – minimum)¹

COMMUNICATIONS EQUIPMENT

- pcAnywhere 12.5 or later Host/Remote software¹
- 100/1000 Mb Ethernet Network switches as needed

SYSTEM PRINTERS AND OTHER

Minimum of one Windows-compatible laser printer required

- 8 - 40 PPM Network-ready Laser Printer (reports/bill printing)
- Epson DFX8500, 1,060 cps dot matrix (or comparable), for multi-part (NCR) forms or post card bills
- Cash Drawer Bundle (with receipt printer)
- Laser Gun Bar Code Reader (optional)

¹ At least one copy of pcAnywhere and one modem required for remote support and diagnostics. All system hardware, etc., may be purchased from any vendor of your choice. A reliable, high-speed Internet connection is required for support by remote connection.

Wyandotte Municipal Services



GLDS WinCable®
Sales Order
October 9, 2013

SALES, CONVERSION, AND CONTRACT TERMS

- TRAINING:** WinCable 101 (Certification training) is available at GLDS offices in Carlsbad, CA at a substantially reduced price (\$595 per student). Pre-registration is required, and payment must be received with order. Training is mandatory for unlimited support. **Customer will be billed for all ACTUAL TRAVEL AND LIVING EXPENSES following completion of on-site training and addressable engineering.**
- MAINTENANCE:** GLDS will provide maintenance releases as often as required and/or available, but in no case less than annually. Emergency fixes, custom programming, and other maintenance services will be provided as agreed.
- SUPPORT:** Customer has access to trained technical support staff 12 hours a day, 5 days a week. Support is provided by phone, or email. Emergency support (billable at published rates) is available 24 hours a day, 365 days per year and is offered only for true emergencies.
- DOCUMENTATION:** One complete set of printed documentation is provided with each new license. All documentation is also available on CD-ROM. Additional printed manuals are available for purchase, if needed, or can be printed by customer for licensed use.
- CONVERSION:** ASCII text data is required for all conversions. Data can be captured directly from existing billing system for an additional fee. Conversion fees quoted are estimates only; **ACTUAL CONVERSION COSTS will be billed at published rates.**
- HARDWARE:** All hardware purchased from GLDS includes configuration. Manufacturers' warranties on hardware are passed directly to the customer; GLDS does not independently guarantee any hardware, regardless of original manufacturer.
- SITE PREPARATION:** Customer will, for all system proposals, provide compliant network hubs, cabling, and other site wiring or hardware as may be required, prior to arrival of GLDS trainer and/or addressable engineer. **WinCable software will be configured to install on drive letter "D" unless we receive other written instructions prior to shipment.**
- TERMS:** Terms for all purchases and licenses, unless a lease has been pre-approved, are 50% deposit and license documents with order, balance due on delivery.

Customer's signature below constitutes a valid sales order to provide the product(s) listed above. Signatures on valid GLDS software license and maintenance/support agreements will also be required prior to software delivery. Minimum deposit of 50% must accompany this signed agreement. Payment of the balance, due on delivery, indicates acceptance of the software in accordance with the terms of the software license(s). Pricing is provided on a **STRICTLY CONFIDENTIAL BASIS, and OFFER EXPIRES 30 DAYS FROM DATE OF THIS SALES ORDER.**

Agreed and Understood:

Please send signed sales order and deposit to:

Company: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

GLDS, Inc.
Attn: Tina Gaskins
5954 Priestly Drive
Carlsbad, CA 92008

Phone: (760) 602-1900 ext. 110
Fax: (760) 602-1928
Email: tina@glds.com

Great Lakes Data Systems, Inc.

CONFIDENTIAL – Page 3 of 5

Approved Form
William R. Bork

Wyandotte Municipal Services



GLDS WinCable®
Sales Order
October 9, 2013

Are you ready to move forward? Here's what to do..

1. Print and sign two copies of both the Sales Order (this document) and the WinCable and SuperController (if applicable) License Agreements.
2. Scan and email one copy of all agreements to Tina Gaskins > tina@glds.com. If you'd prefer, you may instead fax these documents to 760.602.1928.
3. Mail all originals along with a deposit check equal to approximately 50% of the initial up-front fees as specified in the License agreement. Mail these documents to:

Tina Gaskins
GLDS
5954 Priestly Drive
Carlsbad, CA 92008

4. Once all documents, and the required deposit, have been received, the project will be sent to scheduling and you should hear from an implementations team member within two business days to discuss preliminary plans.

Wyandotte Municipal Services



GLDS WinCable®
Sales Order
October 9, 2013

Endnotes

¹ All seat-based license fees are pass-through charges paid to 3rd party companies. Additional stand-alone Firebird SQL licenses are priced at \$175/seat. Hosted/Cloudified user licenses are comprised of four elements including 2 Microsoft licenses, 1 Citrix license and 1 Firebird SQL license. The cost of additional hosted licenses is \$495/seat.

² Operator is responsible for acquiring their own PPV event files and should contract for those from TSQ. GLDS Implementations can provide contact information if Operator has no current relationship with TSQ.

³ First year's updates included at no additional charge. License Renewal of 17% is due beginning in year two. Annual license renewal includes all subsequent year's software updates and enhancements. Unlimited technical support plan is optional; if desired, support can be provided on an hourly "as needed" basis. Current published rates are \$150/hour with a one hour minimum per support incident for non-support plan customers.

⁴ Unless otherwise stated in this proposal, all on-site work will be performed between the hours of 8:00AM and 5:00PM local time Monday through Friday. Additionally, all conversion programming and other professional services work will be performed between the hours of either 8:00AM and 5:00PM U.S. Central or Pacific times depending on the GLDS resource being contracted. Any services provided outside these hours or days, will be provided at GLDS' sole discretion and offered at a rate of \$1,200/day or \$195/hour whichever is less.

WinCable®
SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of _____, 2013 ("Effective Date") between Great Lakes Data Systems, Inc. ("GLDS") and Wyandotte Municipal Services ("Licensee").

1. LICENSE

1.1 Subject to the provisions of this Agreement, GLDS grants to Licensee a nonexclusive, nontransferable license to install the executable code version of the WinCable® Software at a single site for use in providing a billing and subscriber management system for Licensee's cable television business.

1.2 As designated in **Appendix A**, this is either a single-user or multi-user license. A single-user license is limited to a single workstation. A multi-user license may be utilized on a local area network or on more than one workstation. Both the single-user and the multi-user licenses are limited to the single site designated in **Appendix A**. For purposes of this Agreement, a workstation is defined as a user station that utilizes the functionality of the WinCable Software.

1.3 This license permits Licensee to maintain and bill no more than the number of active subscribers designated in **Appendix A**. At any time during the term of this License, Licensee may increase the maximum number of active subscribers. If a subscriber increase is elected by Licensee, **Appendix A** must be amended and signed, and the subscriber increase fee must be paid to GLDS. GLDS will then deliver to Licensee the subscriber increase software. The subscriber increase software will be subject to the terms and conditions of this License Agreement, and will be deemed part of the WinCable Software.

1.4 If Licensee elects to install the WinCable Software at multiple sites, then separate License Agreements are required for each site. Licensee is permitted to change from one site to one other site, but only if Licensee first provides written notice to GLDS. Failure to provide such notice automatically terminates this License Agreement.

1.5 Licensee may make back-up copies of the WinCable Software for archival and backup purposes only. Licensee shall not use, copy, publish, disclose, rent, lease, modify, or otherwise deal with the WinCable Software except as expressly provided in this Agreement.

1.6 Any software provided to Licensee by GLDS other than the WinCable Software is subject to the license agreements and warranties of the manufacturers or vendors of such third party software.

2. UPGRADES. For the fees described in Section 5 and **Appendix A**, GLDS will provide Licensee with periodic software and documentation fixes, enhancements and revisions ("upgrades"). Upgrades do not include software that is marketed and priced separately by GLDS. All upgrades will be subject to the terms and conditions of this License Agreement, and will be deemed part of the WinCable Software.

3. SUPPORT.

3.1 GLDS will provide support services to Licensee for WinCable via telephone, fax, Internet and/or modem. Licensee may elect to subscribe to the GLDS Monthly Support Plan by paying the fees described on the attached **Appendix A**. If Licensee does not elect the *Monthly Support Plan*, Licensee may obtain support under the "As Needed Support Plan." Licensee must pay for the "As Needed Support Plan" at the then prevailing standard hourly rates of GLDS. The hourly rates and the payment terms for the support plans are described in the attached **Appendix A**. To switch from the "As Needed Support Plan" to the Monthly Support Plan, Licensee must provide 30 days advance written notice to GLDS, accompanied by the first month's support fee. GLDS will have the right to withhold support if any fees are not paid timely.

3.2 GLDS will only provide support for the most recent versions of the WinCable Software. Therefore, Licensee is required to promptly install and implement all upgrades. Support will be available during GLDS' normal business hours (Monday – Friday, excluding holidays, 8:00 a.m. through 8:00 p.m. CST/CDT). Licensee must ensure that only its personnel authorized and trained by GLDS in the operation and use of the WinCable Software will utilize the GLDS support services.

3.3 All support provided outside GLDS' normal business hours, support provided on products other than WinCable, or support provided to personnel not authorized to receive support, will be billable at the As Needed support rates as outlined in **Appendix A**.

4. TERM AND CESSATION OF SOFTWARE.

4.1 The term of this Agreement begins on the Effective Date and expires one year thereafter unless renewed annually by Licensee. If Licensee elects to renew, Licensee must pay GLDS the annual renewal fees described in Section 5 below. The renewal fees must be received by GLDS no later than the annual anniversary of the Effective Date of this Agreement. Upon receipt of the renewal fee, GLDS will

deliver to Licensee the software key necessary to allow Licensee to continue to operate the WinCable Software for the next year.

4.2 If Licensee fails to timely pay all renewal fees in full, this Agreement will automatically expire, and GLDS will not deliver to Licensee the software key necessary to allow Licensee to continue to operate the WinCable Software for the next year. **IF THE RENEWAL FEES ARE NOT TIMELY PAID AND THE SOFTWARE KEY IS NOT INSTALLED, THE WINCABLE SOFTWARE WILL CEASE RUNNING ON THE ANNIVERSARY OF THE EFFECTIVE DATE.** Licensee agrees that GLDS is not responsible for any damages of any kind or nature arising from or related to such cessation of operation of the WinCable Software.

4.3 Upon expiration or other termination of this Agreement, Licensee must return to GLDS the WinCable Software and all copies thereof, as well as the dongle (hardware key) used to authorize licensed use of the WinCable software.

5. **LICENSE FEES.** Licensee shall pay GLDS the initial license fees described in Appendix A. Each year Licensee elects to renew this Agreement, Licensee must pay GLDS the annual renewal license fees described in Appendix A. All payments are to be made in accordance with the terms described in Appendix A.

6. **CONFIDENTIALITY.** Use of the WinCable Software is furnished to Licensee on a confidential basis. Licensee shall keep the WinCable Software, including any copies thereof, in strict confidence and shall not permit any unauthorized disclosure, copying or use. Without limiting the generality of the foregoing, Licensee shall ensure that its employees or agents who have access to the WinCable Software agree to comply with the provisions of this paragraph, and do, in fact, so comply.

Licensee shall not (i) reverse engineer, decompile or disassemble the Software; (ii) sell, lease, license or sublicense any Software; (iii) publish any results of benchmark tests on the Software; (iv) create, write, or develop any derivative software or product, or any other software program based on the Software including, but not limited to, attaching directly to the Software database(s) or any part of the Software not directly licensed for that purpose; (v) use the Software to provide any service to or on behalf of any third parties in a service bureau capacity; (vi) permit any other person to use the Software, whether on a time-sharing, remote job entry or other multiple user arrangement; and (vii) install the Software, Update, or Deliverable on a network or other multi-user computer system unless GLDS specifically authorizes it in writing.

7. **WARRANTIES**

7.1 The express warranties contained in Section 7.2 below shall be ineffective and void to the extent any problem is caused by the WinCable Software being: (a) installed by any person or business entity other than GLDS or an authorized representative of GLDS; (b) used in conjunction with or interfaced with hardware or software which are not recommended or approved by GLDS; (c) modified by personnel other than GLDS; (d) impaired due to accident, neglect by Licensee, acts of God, misuse or other than ordinary use; or (e) detrimentally affected by other causes not under the control of GLDS.

7.2 GLDS warrants to Licensee as follows:

a. For a period of 90 days after delivery of the WinCable Software, the disks or other media upon which the WinCable Software is furnished shall be free from defects of material and workmanship. For a period of 90 days after delivery, the WinCable Software will perform in accordance with the functional specifications set forth in the GLDS User's Manual.

b. GLDS warrants that the WinCable Software is Year 2000 Compliant. The phrase "Year 2000 Compliant" means, with respect to the WinCable Software, that it accurately processes, calculates, compares, and sequences date/time data from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations, **to the extent that other information technology, used in connection with the WinCable Software, properly exchanges date/time data with IL.**

7.3 During the warranty period, if it is reported to GLDS that the WinCable Software does not perform in accordance with the functional specifications set forth in the GLDS User's Manual, such errors will be corrected by GLDS and released to Licensee within a reasonable time, depending upon the severity of the error and its impact on the business of Licensee. If GLDS is unable to correct the error after repeated efforts, Licensee's sole and exclusive remedy shall be limited to a refund of the license fees paid under this Agreement.

7.4 ALL OTHER WARRANTIES WITH RESPECT TO THE WNCABLE SOFTWARE, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY GLDS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** Without limiting the restriction contained in Section 4.2 above, the total liability of GLDS for any claim of damage by Licensee resulting from the use or non-use of the WinCable Software or otherwise related to this Agreement, whether in contract or in tort, shall be limited to damages which shall not exceed the money actually paid by Licensee as described in Appendix A. IN NO EVENT SHALL GLDS BE LIABLE, IN CONTRACT OR IN TORT, FOR LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOST DATA, WHETHER OR NOT THEY HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS.**

9.1 Any unresolved controversies or claims related to or arising from this Agreement, whether in contract or in tort, shall be determined by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. At the time the claim to initiate arbitration is filed, the claimant must also request expedited mediation under the Commercial Mediation Rules of the American Arbitration Association. The claimant shall be responsible to pay the applicable American Arbitration Association filing fees. If the expedited mediation does not successfully resolve the dispute, then the arbitration shall be held. However, nothing contained herein shall prevent either party from obtaining temporary restraining orders, preliminary injunctions, or other provisional remedies prior to the mediation and/or arbitration. The location of any mediation and/or arbitration shall be in San Diego, California. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party's last-known business address. The prevailing party in any action or proceeding hereunder shall be entitled to reasonable attorney fees, costs, and reimbursement of arbitration and mediation fees. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND THEY HEREBY WAIVE SUCH RIGHT.

9.2 This Agreement and Appendix A represents the entire agreement between the parties hereto and supersedes all prior written or oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement. This Agreement may be amended only by a writing signed by both of the parties.

9.3 If any term, provision, condition or covenant of this Agreement is held to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Further, the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

9.4 This Agreement shall be governed by the laws of the state of California, excluding its conflict of laws provisions.

9.5 The following sections shall survive any expiration or termination of this Agreement: Sections 1.3, 1.4, 6, 7.3, 8, and 9.

9.6 No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, will not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

9.7 All notices required to be given under this Agreement must be made in writing by regularly scheduled overnight delivery or by facsimile followed immediately by first-class mail, to the last known business address, or such other address as provided in writing. Such notices will be deemed given one business day after facsimile transmission or deposit with the overnight carrier.

Great Lakes Data Systems, Inc.
5954 Priestly Drive
Carlsbad, CA 92008

LICENSEE (form must be signed by owner/officer)

Company: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

GLDS WinCable License Agreement

Page 3 of 4

APPROVED FORM
WILLIAM R. FOOTE

**Appendix A to
WinCable Software License Agreement**

License Limitations: This is Single-User License no (yes/no) Multi-User License yes (yes/no)
This license shall permit Licensee to maintain and bill up to a maximum of 7500 active subscribers.

Site: The designated installed site of the WinCable Software is: 3005 Biddle Ave, Wyandotte, MI 48192.

Initial License Fees: The Initial License Fee is \$ 52,500.00 *. The fee, or any remaining balance of the fee, is due and payable upon the signing of this Agreement. * Includes initial license for WinCable standard version. Excludes the cost of SQL/Workstation licenses, training, implementation and customer provided hardware.

Annual Renewal Fees: The first Annual Renewal Fee shall be \$ 8,925.00 (or 17% of the then-current initial license). The Annual Renewal Fees must be received by GLDS no later than the annual anniversary of the Effective Date of this Agreement. (See Section 4.2 of this Agreement for the **WARNING** regarding the cessation of the WinCable Software if this License Agreement is not timely renewed by payment).

Monthly Support Plan Fees: The Monthly Support Plan Fees shall be \$ 1,350.00 per month, *plus all applicable long-distance phone costs*. The fees will be invoiced monthly in advance, and will be due and payable within 10 days of the date of invoice. The first monthly support fee will be invoiced upon Licensee's receipt of the WinCable software. GLDS reserves the right to increase the Monthly Support Plan Fees as described below in Fee Increases. Licensee's Initials Here _____ indicate that Licensee declines the Monthly Support Plan and agrees to pay for all support at the As Needed Support Plan rates.

As Needed Support Plan Fees: The As Needed Support Fees during normal business hours are currently at the rate of \$150 per hour. Such services outside of normal business hours are currently at the rate of \$195 per hour. All support fees will be billed in quarter-hour increments, with a one hour minimum per call (support incident), *plus all phone costs*, for all billable incidents. All support services will be invoiced by GLDS to Licensee and will be due within 10 days of the date of the invoice. GLDS reserves the right to increase the Monthly Support Plan Fees as described below in Fee Increases.

On-site Training, Installation and/or Technical Assistance: GLDS will provide optional on-site training, at the rate of \$800.00 per day, or then-current rates, plus an additional \$800 within the U.S., and \$1,600 outside the U.S. to cover travel time. All daily on-site charges must be paid in advance. Additionally, Licensee will be responsible to pay for all actual travel, food and lodging expenses, which will be billed to Licensee on completion of the on-site services, and will be due 10 days after date of invoice.

Fee Increases: GLDS will have the right to increase the Renewal Fees or Monthly Support Fees, following 90 days written notice to Licensee, provided that these fees may not be increased more than the greater of 3% per annum, or the average increase of the Consumer Price Index (CPI) for the San Diego area during the preceding contract year. Fees for the addition of modules not licensed on the Effective Date of this contract, or fees for subsequently developed GLDS products, shall be quoted by GLDS at the time of such future license, if applicable.

Payment of Taxes: Licensee is required to pay any applicable sales, use, value-added, or other such taxes (other than income taxes), if any, based on the software or services provided under this Agreement.

Remittance Fees: Licensee is required to pay any applicable wire transfer fees, non-sufficient funds fees, credit card surcharges, and any other bank fees associated with, or that result from, any payments made to GLDS by Licensee. Such fees will be quoted in advance when requested and will be added to invoice totals, where applicable.

Late Payment Terms for Each of the Above: All amounts due and payable to GLDS hereunder, if not paid when due, will be subject to a late charge of 1.5% per month (18% per annum), or the highest rate permitted by applicable law, whichever is less. The late charge will accrue from the due date until paid.

Great Lakes Data Systems, Inc.
5954 Priestly Drive
Carlsbad, CA 92008

By: _____

Printed Name: _____

Title: _____

LICENSEE (form must be signed by owner/officer)

Company: _____

By: _____

Printed Name: _____

Title: _____

APPROVED FORM
WILL R. FORT

SUPERCONTROLLER® SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of _____, 2013 ("Effective Date") between Great Lakes Data Systems, Inc. ("GLDS") and Wyandotte Municipal Services _____ ("Licensee").

1. LICENSE

1.1 Subject to the provisions of this Agreement, GLDS hereby grants to Licensee a nonexclusive, nontransferable, limited license to use the executable code version of the SuperController® Software (a) at a single site and a single workstation, (b) to interface between the WinCable® billing and subscriber management system and Licensee's cable or satellite television addressable converter control system or conditional access system (CAS), and (c) with a permitted total ratio of no more than two converter/decoder/cable modem devices for each WinCable subscriber registered by Licensee with GLDS. Licensee may increase its converter/decoder/modem capacity under this license, in the 4:1 ratio, only by increasing the number of WinCable subscribers in accordance with the WinCable License Agreement.

1.2 If Licensee elects to install the SuperController Software at multiple sites, then separate License Agreements are required for each site. Licensee is permitted to change from one site to one other site; but only if Licensee first provides written notice to GLDS. Failure to provide such notice automatically terminates this License Agreement.

1.3 Licensee may make back-up copies of the SuperController Software for archival and safeguarding purposes only. Licensee shall not use, copy, publish, disclose, rent, lease, modify, or otherwise deal with the SuperController Software except as expressly provided in this Agreement.

1.4 Any software provided to Licensee by GLDS other than the SuperController Software is subject to the license agreements and warranties of the manufacturers or vendors of such third party software.

2. **UPGRADES.** For the fees described in Section 5 and Appendix A, GLDS will provide Licensee with periodic software and documentation fixes, enhancements and revisions ("upgrades"). Upgrades do not include software that is marketed and priced separately by GLDS. All upgrades will be subject to the terms and conditions of this License Agreement, and will be deemed part of the SuperController Software.

3. SUPPORT.

3.1 GLDS will provide support services to Licensee for SuperController via telephone, fax, Internet and/or modem. Licensee may elect to subscribe to the GLDS Monthly Support Plan by paying the fees described on the attached Appendix A. If Licensee does not elect the *Monthly Support Plan*, Licensee may obtain support under the "As Needed Support Plan." Licensee must pay for the "As Needed Support Plan" at the then prevailing standard hourly rates of GLDS. The hourly rates and the payment terms for the support plans are described in the attached Appendix A. To switch from the "As Needed Support Plan" to the Monthly Support Plan, Licensee must provide 30 days advance written notice to GLDS, accompanied by the first months support fee. GLDS will have the right to withhold support if any fees are not paid timely.

3.2 GLDS will only provide support for the most recent versions of the SuperController Software. Therefore, Licensee is required to promptly install and implement all upgrades. Support will be available during GLDS' normal business hours (Monday – Friday, excluding holidays, 8:00 a.m. through 8:00 p.m. CST/CDT). Licensee must ensure that only its personnel authorized and trained by GLDS in the operation and use of the SuperController Software will utilize the GLDS support services.

3.3 All support provided outside GLDS' normal business hours, support provided on products other than the GLDS SuperController, or support provided to personnel not authorized to receive support, will be billable at the As Needed support rates as outlined in **Appendix A**.

4. TERM OF AGREEMENT AND CESSATION OF SOFTWARE.

4.1 The term of this Agreement begins on the Effective Date and will expire one year thereafter unless renewed annually by Licensee. If Licensee elects to renew, Licensee must pay to GLDS the annual renewal fees described in Section 5 below. The renewal fees must be received by GLDS no later than the annual anniversary of the Effective Date of this Agreement. Upon receipt of the renewal fee, GLDS will deliver to Licensee the software key necessary to allow Licensee to continue to operate the SuperController Software for the next year.

4.2 If Licensee fails to timely pay all renewal fees in full, this Agreement will automatically expire, and the software key necessary to allow Licensee to operate the SuperController Software for another year will not be delivered to Licensee by GLDS. If the renewal fees are not timely paid and the software key is not installed, the SuperController Software will cease running on the anniversary of the Effective Date. Licensee agrees that GLDS is not responsible for any damages of any kind or nature arising from or related to such cessation of operation of the SuperController Software.

4.3 Upon expiration or other termination of this Agreement, Licensee must return to GLDS the SuperController Software and all copies thereof, as well as the dongle (hardware key) used to authorize license use of the Software.

5. **LICENSE FEES.** Licensee shall pay GLDS the initial license fees described in Appendix A. Each year Licensee elects to renew this Agreement, Licensee shall pay GLDS the annual renewal license fees described in Appendix A. All payments are to be made on the terms described in Appendix A.

6. **CONFIDENTIALITY.** Use of the WinCable Software is furnished to Licensee on a confidential basis. Licensee shall keep the WinCable Software, including any copies thereof, in strict confidence and shall not permit any unauthorized disclosure, copying or use. Without limiting the generality of the foregoing, Licensee shall ensure that its employees or agents who have access to the WinCable Software agree to comply with the provisions of this paragraph, and do, in fact, so comply.

Licensee shall not: (i) reverse engineer, decompile or disassemble the Software; (ii) sell, lease, license or sublicense any Software; (iii) publish any results of benchmark tests on the Software; (iv) create, write, or develop any derivative software or product, or any other software program based on the Software including, but not limited to, attaching directly to the Software database(s) or any part of the Software not directly licensed for that purpose; (v) use the Software to provide any service to or on behalf of any third parties in a service bureau capacity; (vi) permit any other person to use the Software, whether on a time-sharing, remote job entry or other multiple user arrangement; and (vii) install the Software, Update, or Deliverable on a network or other multi-user computer system unless GLDS specifically authorizes it in writing.

7. **LIMITED WARRANTIES**

7.1 The express warranties contained in Section 7.2 below shall be ineffective and void to the extent any problem is caused by the SuperController Software being: (a) installed by any person or business entity other than GLDS or an authorized representative of GLDS; (b) used in conjunction with or interfaced with hardware or software which are not recommended or approved by GLDS; (c) modified by personnel other than GLDS; (d) impaired due to accident, neglect by Licensee, acts of God, misuse or other than ordinary use; or (e) detrimentally affected by other causes not under the control of GLDS.

7.2 GLDS warrants that, for a period of 90 days after installation of the SuperController Software, the disks or other media upon which the SuperController Software is furnished shall be free from defects of material and workmanship. For a period of 90 days after installation of the SuperController Software, the SuperController Software will perform in accordance with the functional specifications set forth in the GLDS User's Manual.

7.3 During the warranty period, if it is reported to GLDS that the SuperController Software does not perform in accordance with the functional specifications set forth in the GLDS User's Manual, such errors will be corrected by GLDS and released to Licensee within a reasonable time, depending upon the severity of the error and its impact on the business of Licensee. If GLDS is unable to correct the error after repeated efforts, Licensee's sole and exclusive remedy shall be limited to a refund of the license fees paid under this Agreement.

7.4 ALL OTHER WARRANTIES WITH RESPECT TO THE SUPERCONTROLLER SOFTWARE, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY GLDS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** Without limiting the restriction contained in Section 4.2 above, the total liability of GLDS for any claim of damage by Licensee resulting from the use or non-use of the SuperController Software or otherwise related to this Agreement, whether in contract or in tort, shall be limited to damages which shall not exceed the money paid by Licensee for the fees described in Appendix A.

IN NO EVENT SHALL GLDS BE LIABLE, IN CONTRACT OR IN TORT, FOR LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOST DATA, WHETHER OR NOT THEY HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS.**

9.1 Any unresolved controversies or claims arising hereunder, regardless of the amount in controversy, shall be determined by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. At the time the claim to initiate arbitration is filed, the claimant must also request expedited mediation under the Commercial Mediation Rules of the American Arbitration Association. The claimant shall be responsible to pay the applicable American Arbitration Association filing fees. If the expedited mediation does not successfully resolve the dispute, then the arbitration shall be held. However, nothing contained herein shall prevent either party from obtaining temporary restraining orders, preliminary injunctions, or other provisional remedies prior to the mediation and/or arbitration. The location of any mediation and/or arbitration shall be in San Diego, California. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the party's last-known business address. The prevailing party in any action or proceeding hereunder shall be entitled to reasonable attorney fees, costs, and reimbursement of the arbitration and mediation fees. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND THEY HEREBY WAIVE SUCH RIGHT.

9.2 This Agreement and Appendix A represent the entire agreement between the parties hereto and supersedes all prior written or oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement. This Agreement may be amended only by a writing signed by both of the parties and approved in writing by GLDS.

9.3 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. Further, this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

9.4 The following provisions shall survive any expiration or termination of this Agreement: Sections 1.3, 1.4, 6, 7.1, 7.4, 8 and 9.

9.5 No waiver of any provision shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

9.6 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement unless expressly permitted in this Agreement.

9.7 All notices required to be given under this Agreement must be made in writing by regularly scheduled overnight delivery or by facsimile followed immediately by first-class mail, to the last known business address, or such other address as provided in writing. Such notices will be deemed given one business day after facsimile transmission or deposit with the overnight carrier.

Great Lakes Data Systems, Inc.
5954 Priestly Drive
Carlsbad, CA 92008

LICENSEE (form must be signed by owner/officer)

Company: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Approved form
when R for

Appendix A to
SuperController Software License Agreement

Site: The installed site of the SuperController software is: 3005 Biddle Ave, Wyandotte, MI 48192.

Initial License Fees: The Initial License Fee is \$ 44,500.00 *. The fee, or any remaining balance of the fee, is due and payable upon the signing of this Agreement. (* Includes addressable control interfaces to HITS Classic, SPG Data for use with IBBS, SPG Voice for use with IBBS and VOD with Arris/CMC VOD in a Box).

Annual Renewal Fees: The Annual Renewal Fee shall be \$ 7,565.00 **. The Annual Renewal Fees must be received by GLDS no later than the annual anniversary of the Effective Date of this Agreement. (See Section 4.2 of this Agreement for the **WARNING** regarding the cessation of the SuperController Software if this License Agreement is not timely renewed by payment). (** 17% of current initial license fee).

Monthly Support Plan Fees: The Monthly Support Plan Fees shall be \$ 600.00 * per month, *plus any long-distance phone costs*. The fees will be invoiced monthly in advance, and will be due and payable within 10 days of the date of invoice. The first monthly support fee will be invoiced upon Licensee's receipt of the WinCable software. GLDS reserves the right to increase the Monthly Support Plan Fees as described below in Fee Increases. Licensee's Initials Here _____ indicate that Licensee declines the Monthly Support Plan and agrees to pay for all support at the As Needed Support Plan rates.

As Needed Support Plan Fees: The As Needed Support Fees during normal business hours are currently at the rate of \$150 per hour. Such services outside of normal business hours are currently at the rate of \$195 per hour. All support fees will be billed in quarter-hour increments, with a one hour minimum per call (support incident), *plus all phone costs*, for all billable incidents. All support services will be invoiced by GLDS to Licensee and will be due within 10 days of the date of the Invoice. GLDS reserves the right to increase the Monthly Support Plan Fees as described below in Fee Increases.

On-site Training, Installation and/or Technical Assistance: GLDS will provide optional on-site training, installation and/or technical assistance at the rate of \$800 per day. For all on-site services provided outside the State of California, Licensee must also pay an additional \$800 to cover travel time. All daily on-site charges must be paid in advance. Additionally, Licensee will be responsible to pay for all reasonable travel, food and lodging expenses, which will be billed to Licensee on completion of the on-site services, and will be due 10 days after date of Invoice. GLDS reserves the right to increase the Monthly Support Plan Fees as described below in Fee Increases.

Fee Increases: GLDS will have the right to increase Annual Renewal Fees, Monthly Support Plan Fees, As Needed Support Plan Fees and all On-site Fees following 90 days written notice to Licensee; provided that, over the three-year period beginning the Effective Date, these fees may not be cumulatively increased more than 25% of the rates stated above.

Payment of Taxes: Licensee is required to pay any applicable sales, use, value-added, or other such taxes (other than income taxes), if any, based on the software or services provided under this Agreement.

Remittance Fees: Licensee is required to pay any applicable wire transfer fees, non-sufficient funds fees, credit card surcharges, and any other bank fees associated with, or that result from, any payments made to GLDS by Licensee. Such fees will be quoted in advance when requested and will be added to invoice totals, where applicable.

Late Payment Terms for Each of the Above: All amounts due and payable to GLDS hereunder, if not paid when due, will be subject to a late charge of 1.5% per month (18% per annum), or the highest rate permitted by applicable law, whichever is less. The late charge will accrue from the due date until paid.

Great Lakes Data Systems, Inc.
5954 Priestly Drive
Carlsbad, CA 92008

LICENSEE (form must be signed by owner/officer)

Company: _____

By _____

By _____

Printed Name: _____

Printed Name _____

Title: _____

Title _____

APPROVED FOR ME
JULIAN R. FORT

GLDS Agreement Comparison

<u>MONTH</u>	Current Agreement (Actual)		New Agreement (Projected)		
	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>
October	\$12,131.53	\$11,793.75	\$11,676.66	\$3,200.00	\$3,200.00
November	\$12,106.53	\$11,932.56	\$11,676.66	\$3,200.00	\$3,200.00
December	\$11,963.50	\$11,726.50	\$11,676.66	\$3,200.00	\$3,200.00
January	\$11,831.03	\$11,691.50	\$11,676.66	\$3,200.00	\$3,200.00
February	\$11,947.50	\$11,659.75	\$11,676.66	\$3,200.00	\$3,200.00
March	\$11,838.75	\$11,619.50	\$3,200.00	\$3,200.00	\$3,200.00
April	\$11,904.25	\$11,623.75	\$3,200.00	\$3,200.00	\$3,200.00
May	\$11,904.00	\$11,690.25	\$3,200.00	\$3,200.00	\$3,200.00
June	\$11,939.00	\$11,667.50	\$3,200.00	\$3,200.00	\$3,200.00
July	\$11,960.25	\$11,604.25	\$3,200.00	\$3,200.00	\$3,200.00
August	\$11,921.00	\$11,588.11	\$3,200.00	\$3,200.00	\$3,200.00
September	\$11,854.25	\$11,522.50	\$3,200.00	\$3,200.00	\$3,200.00
Annual Renewal	\$0.00	\$0.00	\$16,490.00	\$16,490.00	\$16,490.00
Total	\$143,301.59	\$140,119.92	\$97,273.30	\$54,890.00	\$54,890.00
Budget FY2014			\$125,697.00		
FY2014 Projected Increase(+)/Decrease(-) Net Income =			\$28,423.70		
FY2014 Capital Expense (Non-Recurring Charge)				\$143,725.00	
Projected Annual Savings (FY2013 actual vs. FY2015, FY2016 projections)				\$85,229.92	
ROI on FY2014 Capital Expense (base on Annual Savings projection)				20.24 (Months)	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 25, 2013

AGENDA ITEM #

16

ITEM: Municipal Services –WMS Cable Telecommunications Rate Adjustment

PRESENTER: Steve Timcoe, Superintendent Telecommunications

INDIVIDUALS IN ATTENDANCE: Paul LaManes, Assistant General Manager,
Michael Pente, Business Analyst

BACKGROUND: Wyandotte Municipal Services Cable Telecommunications department periodically reviews rates via cost of service study and/or internal analysis of expense/revenue and makes determinations when rate adjustments are necessary based on the varying expense/revenue to provide for a viable budget that will ensure the fiscal health of the WMS cable telecommunications department. All current service level rates for cable, internet & phone will remain in effect without change with the exception of changes requested for the rates associated with expanded basic cable (\$42.59 to \$43.99), digital basic cable (\$9.99 to \$12.99) and HBO (\$15.49 to \$16.99).

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

ACTION REQUESTED: Concur with the resolution from the Wyandotte Municipal Service Commission to authorize the General Manager to execute the requested WMS cable telecommunications rate adjustment as provided for in the FY2014 WMS cable telecommunications budget.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Adjustments were factored into the FY2014 cable telecommunications budget and noted as such in the budget assumptions.

IMPLEMENTATION PLAN: Upon concurrence from Council, notify customers of the necessary rate adjustment for the services, expanded basic, digital basic and HBO. Implement requested changes effective January 1, 2014

COMMISSION RECOMMENDATION: WMS Cable Telecommunications Rate Adjustment Resolution # 11-2013-04 was approved by the Municipal Services Commission at the November 13, 2013 Municipal Services Commission meeting.

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

OK [Signature]

LIST OF ATTACHMENTS

- Signed Commission Resolution # 11-2013-04
- Rate Adjustment Summary
- Rate Adjustment Impact “Annualized”
- Current rates vs. Proposed rates
- Gross Margin ‘before overhead’ by Product Line by Unit

MODEL RESOLUTION:

Wyandotte, Michigan
Date: November 25, 2013

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

A Resolution approving the WMS Cable Telecommunications Rate Adjustments as recommended by the Department of Municipal Services – Cable Telecommunications Department.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Stec

Sabuda

Sutherby-Fricke

Galeski

Schultz

Miciura Jr

MODEL RESOLUTION:

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE REQUESTED WMS CABLE TELECOMMUNICATION RATE ADJUSTMENT FOR THE EXPANDED BASIC, DIGITAL BASIC AND HBO LEVELS OF CABLE TELECOMMUNICATION SERVICE.

BE IT ORDAINED BY THE MUNICIPAL SERVICES COMMISSION OF THE CITY OF WYANDOTTE, STATE OF MICHIGAN:

WHEREAS, the City of Wyandotte, ("MUNICIPALITY") owns and operates a cable telecommunications system for the sale of cable telecommunications (cable TV, internet & phone services) for the benefit of its citizens and taxpayers; and

WHEREAS, Wyandotte Municipal Services has conducted a business analysis of the expense/revenue for FY2014 cable telecommunications department budget and has determined rate adjustments are necessary to ensure the fiscal health of WMS cable telecommunications department; and,

WHEREAS, Wyandotte Municipal Services analysis indicates that rate adjustments should be taken on the following levels of service: expanded basic, digital basic and HBO; and,

WHEREAS, the primary factor in the determination that rate adjustments are necessary is the year over year significant increases incurred for the cost of providing programming content; and,

WHEREAS, the requested rate adjustments were factored into the approved FY2014 cable telecommunications budget,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Services Commission of the Municipality of Wyandotte, Michigan, that:

SECTION 1: Wyandotte Municipal Services General Manager is hereby authorized to execute the rate adjustments as requested for the aforementioned levels of service: expanded basic, digital basic & HBO.

SECTION 2: That it is found and determined that all formal actions of this Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this Commission and that all deliberations of this Commission and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4 This measure shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

I move the adoption of the foregoing resolution.

MOTION by Commissioner Fred

Supported by Commissioner Mike

YEAS

COMMISSIONER

NAYS

✓
✓
✓
✓
✓

Figurski
Sadowski
Lupo
DeLisle
Cole

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James S. Figurski
President

By:

[Signature]
Secretary

Department of Municipal Services
Rate Adjustment Summary

Rate Adjustment Details

"Expanded Base" Rate Proposal from \$42.59 to \$43.99; adjustment of \$1.40. This is a 3.3% adjustment to current pricing would take effect on January 1st, 2014. FY'14 impact would be an increase in Revenue of \$34.3k with additional increased Franchise Fees of \$4.7k; Net Income favorable impact of \$89.6k. Annualized is increased Revenue of \$125.7k with increased Franchise Fees of \$6.3k and a favorable Net Income effect of \$119.4k. Current Contribution Margin, or Gross Margin before Overhead Costs, is 17.2%. Overhead costs average around 35% after Direct Purchased Costs such as Royalty Fees, Annual Fees, and other Services Fees are accounted for. This rate adjustment will improve that Contribution Margin to 19.9%. As Royalty Fees were increased over the years, the full increase of those costs were not passed thru to our customers. The proposed rate is still very competitive within the industry.

"Digital Channels" Rate Proposal from \$9.99 to \$12.99; adjustment of \$3.00. This is a 30.0% adjustment to current pricing would take effect on January 1st, 2014. FY'14 impact would be an increase in Revenue of \$34.3k with additional increased Franchise Fees of \$4.7k; Net Income favorable impact of \$89.5k. Annualized is increased Revenue of \$125.8k with increased Franchise Fees of \$6.3k and a favorable Net Income effect of \$119.5k. Current Contribution Margin, or Gross Margin before Overhead Costs, is 5.0%. Overhead costs average around 35% after Direct Purchased Costs such as Royalty Fees, Annual Fees, and other Services Fees are accounted for. This rate adjustment will improve that Contribution Margin to 27.5%. Over the years, additional Digital Channels have been provided with this package. These increased Royalty Fees were absorbed by DMS Cable without passing these Royalty Fee increases onto our customers. The proposed rate is still very competitive within the industry.

"HBO" Rate Proposal from \$15.49 to \$16.99; adjustment of \$1.50. This is a 9.7% adjustment to current pricing would take effect on January 1st, 2014. FY'14 impact would be an increase in revenue of \$11.0k with additional increased Franchise Fees of less than \$1.0k; Net Income favorable impact of \$10.5k. Annualized is increased Revenue of \$14.7k with increased Franchise Fees of less than \$1.0k and a favorable Net Income effect of \$13.9k. Current Contribution Margin, or Gross Margin before Overhead Costs, is -0.8%. Overhead costs average around 35% after Direct Purchased Costs such as Royalty Fees, Annual Fees, and other Services Fees are accounted for. This rate adjustment will improve that Contribution Margin to 8.7%. Comparison of HBO Royalty Fees and Services vs. what other Cable companies provide shows that our adjusted Rate for HBO is still very competitive.

"Overall Cable Impact" on Rate Proposals for FY'14 would be an increase in Revenue of \$199.7k; annualized at \$266.3k. These rate adjustments would correlate to an overall average increase of 4.1% for cable. Corresponding Franchise Fee costs would also increase by \$10.0k; annualized at \$13.3k with a net favorable income result of \$189.7k; annualized at \$253k.

Department of Municipal Services
Rate Adjustment Impact "Annualized"

	Current Rates	Proposed Rates	Rate Adjustment	"Annualized" Sales Impact	% Change to Total Cable Sales
Expanded Basic	\$ 42.59	\$ 43.99	\$ 1.40	\$ 125,754	1.9%
Digital Basic	\$ 9.99	\$ 12.99	\$ 3.00	\$ 125,795	1.9%
HBO	\$ 15.49	\$ 16.99	\$ 1.50	\$ 14,720	0.2%
Total:				\$ 266,269	4.1%
Total Cable "Annualized" Sales Prior to Rate Adjustment:				\$ 6,453,693	

Department of Municipal Services
Current Rates vs. Proposed Rates

	<u>"Current"</u>	<u>(Jan. 1st, 2014)</u> <u>"Proposed"</u>	<u>"Rate Adjustment"</u>	
	<u>Cable Rates</u>	<u>Cable Rates</u>	<u>Cable Rates</u>	<u>% Change</u>
<u>Basic Cable:</u>				
Broadcast Basic	\$ 17.70	\$ 17.70	\$ -	0.0%
Expanded Basic	\$ 42.59	\$ 43.99	\$ 1.40	3.3%
Seasonal Basic	\$ 5.00	\$ 5.00	\$ -	0.0%
<u>Digital:</u>				
Digital Basic	\$ 9.99	\$ 12.99	\$ 3.00	30.0%
Digital Card	\$ 8.99	\$ 8.99	\$ -	0.0%
Digital Card "Additional"	\$ 6.25	\$ 6.25	\$ -	0.0%
Digital Converter	\$ 8.99	\$ 8.99	\$ -	0.0%
Digital Converter "Additional"	\$ 6.25	\$ 6.25	\$ -	0.0%
<u>High Definition:</u>				
HD Card	\$ 13.99	\$ 13.99	\$ -	0.0%
HD Card "Additional"	\$ 7.95	\$ 7.95	\$ -	0.0%
HD Converter DVR	\$ 16.99	\$ 16.99	\$ -	0.0%
HD Converter DVR "Additional"	\$ 11.49	\$ 11.49	\$ -	0.0%
HD Converter	\$ 13.99	\$ 13.99	\$ -	0.0%
HD Converter "Additional"	\$ 7.95	\$ 7.95	\$ -	0.0%
<u>Premium:</u>				
HBO	\$ 15.49	\$ 16.99	\$ 1.50	9.7%
Cinemax	\$ 11.29	\$ 11.29	\$ -	0.0%
Cinemax 2 pay - HBO/Cinemax	\$ 11.29	\$ 11.29	\$ -	0.0%
Showtime / The Movie Ch.	\$ 13.29	\$ 13.29	\$ -	0.0%
Starz/Encore Super Pak	\$ 12.29	\$ 12.29	\$ -	0.0%
Fox Sports Detroit	\$ 87.99	\$ 87.99	\$ -	0.0%
Big Ten Network	\$ 46.99	\$ 46.99	\$ -	0.0%
<u>Internet:</u>	<u>Internet Rates</u>	<u>Internet Rates</u>	<u>Internet Rates</u>	<u>Internet Rates</u>
NT Professional	\$ 109.99	\$ 109.99	\$ -	0.0%
NT Internet Gamer	\$ 59.95	\$ 59.95	\$ -	0.0%
NT Home Office	\$ 65.99	\$ 65.99	\$ -	0.0%
NT Residential	\$ 43.99	\$ 43.99	\$ -	0.0%
NT 512KBPS	\$ 28.25	\$ 28.25	\$ -	0.0%
NT Lite +	\$ 28.25	\$ 28.25	\$ -	0.0%
Office Lite	\$ 43.99	\$ 43.99	\$ -	0.0%
NT Small Office	\$ 88.49	\$ 88.49	\$ -	0.0%
Wireless Internet	\$ 5.00	\$ 5.00	\$ -	0.0%
NT RS Seasonal	\$ 8.00	\$ 8.00	\$ -	0.0%
NT Additional Email	\$ 1.95	\$ 1.95	\$ -	0.0%
<u>Phone/VOIP:</u>	<u>Phone/VOIP Rates</u>	<u>Phone/VOIP Rates</u>	<u>Phone/VOIP Rates</u>	<u>Phone/VOIP Rates</u>
VP RS VOIP W/NT	\$ 36.99	\$ 36.99	\$ -	0.0%
VP RS VOIP NO NT	\$ 44.99	\$ 44.99	\$ -	0.0%
2 Legacy Fax Line	\$ 14.95	\$ 14.95	\$ -	0.0%
Business Phone	\$ 37.49	\$ 37.49	\$ -	0.0%
VP Non Listed Phone	\$ 1.90	\$ 1.90	\$ -	0.0%
VP Non Published Phone	\$ 1.90	\$ 1.90	\$ -	0.0%
VP CM Fax	\$ 23.29	\$ 23.29	\$ -	0.0%
2 VP CM Legacy 1-R	\$ 17.95	\$ 17.95	\$ -	0.0%
2 VP CM Legacy 9	\$ 15.95	\$ 15.95	\$ -	0.0%
2 VP Legacy CM	\$ 31.99	\$ 31.99	\$ -	0.0%
VP Seasonal VOIP	\$ 11.00	\$ 11.00	\$ -	0.0%
Additional IP	\$ 1.00	\$ 1.00	\$ -	0.0%
VP 800 Phone Number	\$ 8.00	\$ 8.00	\$ -	0.0%

Department of Municipal Services
Gross Margin "before Overhead" by Product Line by Unit

Current Rates									Proposed Rates								
Cable:	Current Cable Rates	Package Discounts	Net Cable Rate	Total Direct Cost per Unit	Direct Cost % of Sales Price by Product Line	Gross Margin per Unit "before Overhead"	Gross Margin % of Sales by Product Line		Cable Rate Adjustment	Proposed Cable Rate	Proposed Cable Rate- Net of Pkg Discount	Total Direct Cost per Unit	Direct Cost % of Sales Price by Product Line	Gross Margin per Unit "before Overhead"	Gross Margin % of Sales by Product Line		
Broadcast Basic	\$ 17.70	\$	\$ 17.70	\$ 0.49	2.75%	\$ 17.21	97.3%		\$ -	\$	\$ 17.70	\$ 0.49	2.75%	\$ 17.21	97.3%		
Expanded Basic	\$ 42.59	\$ (0.59)	\$ 42.00	\$ 34.79	82.84%	\$ 7.21	17.2%		\$ 1.40	\$ 43.99	\$ 43.40	\$ 34.79	80.17%	\$ 8.61	19.8%		
<u>Digital</u>																	
Digital Basic	\$ 9.99	\$ (0.30)	\$ 9.69	\$ 8.70	89.80%	\$ 0.99	10.2%		\$ 3.00	\$ 12.99	\$ 12.69	\$ 8.70	88.58%	\$ 3.99	31.4%		
<u>High Definition</u>																	
HD Card	\$ 13.99	\$ -	\$ 13.99	\$ 10.06	71.94%	\$ 3.93	28.1%		\$ -	\$ 13.99	\$ 10.06	\$ 10.06	71.94%	\$ 3.93	28.1%		
HD Converter DVR	\$ 16.99	\$ -	\$ 16.99	\$ 10.06	59.24%	\$ 6.93	40.8%		\$ -	\$ 16.99	\$ 10.06	\$ 10.06	59.24%	\$ 6.93	40.8%		
HD Converter	\$ 13.99	\$ -	\$ 13.99	\$ 10.06	71.94%	\$ 3.93	28.1%		\$ -	\$ 13.99	\$ 10.06	\$ 10.06	71.94%	\$ 3.93	28.1%		
<u>Premium</u>																	
HBO	\$ 15.49	\$ (0.94)	\$ 14.55	\$ 14.86	100.76%	\$ (0.11)	-0.8%		\$ 1.50	\$ 16.99	\$ 16.05	\$ 14.86	91.34%	\$ 1.38	8.7%		
Cinemax	\$ 11.29	\$ -	\$ 11.29	\$ 7.31	64.79%	\$ 3.98	35.2%		\$ -	\$ 11.29	\$ 7.31	\$ 7.31	64.79%	\$ 3.98	35.2%		
Cinemax 2 pay - HBO/Cinemax	\$ 11.29	\$ (1.71)	\$ 9.58	\$ 6.07	63.40%	\$ 3.51	36.6%		\$ -	\$ 9.58	\$ 6.07	\$ 6.07	63.40%	\$ 3.51	36.6%		
Showtime / The Movie Ch	\$ 13.29	\$ (0.09)	\$ 13.20	\$ 10.25	77.65%	\$ 2.95	22.3%		\$ -	\$ 13.20	\$ 10.25	\$ 10.25	77.65%	\$ 2.95	22.3%		
Starz Encore Super Pak	\$ 12.29	\$ -	\$ 12.29	\$ 8.08	65.74%	\$ 4.21	34.3%		\$ -	\$ 12.29	\$ 8.08	\$ 8.08	65.74%	\$ 4.21	34.3%		
Fox Sports Detroit	\$ 87.99	\$ -	\$ 87.99	\$ 37.50	42.62%	\$ 50.49	57.4%		\$ -	\$ 87.99	\$ 37.50	\$ 37.50	42.62%	\$ 50.49	57.4%		
Big Ten Network	\$ 46.99	\$ -	\$ 46.99	\$ 37.50	79.80%	\$ 9.49	20.2%		\$ -	\$ 46.99	\$ 37.50	\$ 37.50	79.80%	\$ 9.49	20.2%		

Reports
+
minutes

Wyandotte, Michigan November 18, 2013

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

Absent: None

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: November 18, 2013

AGENDA ITEM #1

ITEM: Tree Replacement for Earth Berm

PRESENTER: Mark Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: The earth berm located east of the railroad, between Plum and Orchard is intended to buffer properties from railroad noise and view. The top of the berm was originally populated with thirty-four (34) Pine trees. Since then six (6) trees on the south end of the berm have died or are diseased. TIFA has provided for tree planting on the berm this budget year. This proposal is to plant twenty-five (25) trees which will replace those six trees and fill in the bare areas.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by creating visually attractive gateways into the downtown and the city on major roads and avenues.

ACTION REQUESTED: The undersigned recommends extending the contract for Margolis Companies, Ypsilanti, Michigan in the Lump Sum amount of \$6,750.00 for Tree Replacement on the Berm.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account #492-200-850-547

IMPLEMENTATION PLAN: Execute contract and plant trees.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS: Cost Estimate

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: November 18, 2013

AGENDA ITEM #2

ITEM: Grant of License for 636 Clinton, WyandottePRESENTER: Mark Kowalewski, City EngineerINDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Council received a request from Troy Burris, 636 Clinton, Wyandotte, regarding an encroachment into the City right-of-Way. Mr. Burris is requesting to place two rocks south of the north right-of-way line of Clinton Street in front of his home. Attached please find a Grant of License and Hold Harmless Agreement to allow this encroachment.

STRATEGIC PLAN/GOALS: Continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas, and, improving our power generation and distribution facilities, both current and future, to ensure they continue to meet or exceed all state and federal regulatory and legal requirements

ACTION REQUESTED: Approve required Grant of License.BUDGET IMPLICATIONS & ACCOUNT NUMBER: NoneIMPLEMENTATION PLAN: Direct the City Attorney to record Grant of License against said property.COMMISSION RECOMMENDATION: n/aCITY ADMINISTRATOR'S RECOMMENDATION: TDrysdaleLEGAL COUNSEL'S RECOMMENDATION: Documents prepared by Legal Department. WRLMAYOR'S RECOMMENDATION: ok jrpLIST OF ATTACHMENTS: Grant of License and Hold Harmless AgreementCITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: November 18, 2013

AGENDA ITEM #3

ITEM: City Purchasing 1828 8th Street, WyandottePRESENTER: Mark Kowalewski, City EngineerINDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The TIFA budget appropriates funding to acquire and demolish eyesores in the TIFA District Area. This property is an eyesore in the neighborhood and is located in the TIFA District. The property is located on a lot that is 30' x 121' and is being purchased for \$12,000.00.

STRATEGIC PLAN/GOALS: City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Acquisition.

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

COMMISSION RECOMMENDATION: na

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WRL

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS: Acquisition Tool, Purchase Agreement and Map

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: November 18, 2013

AGENDA ITEM #4

ITEM: Sale of the former 3332 12th Street (30' x 100')

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased with TIFA Funds. Recommendation is to sell all of this property to the adjacent property owners at 3326 12th Street, Mr. and Mrs. Duran, for the amount of \$1,500.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 60' x 100'. The property owner at 3342 12th Street currently has a 60' x 100' lot.

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

ACTION REQUESTED: Approve Purchase Agreement to sell property to the adjacent property owner.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WRL

MAYOR'S RECOMMENDATION: ok jrp

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

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	November 6-8, 2013	\$104,862.53
Financial Services Daily Cash Receipts	November 11-14, 2013	\$ 5,421.40
Fire Commission Meeting	October 22, 2013	
Police Commission Meeting	November 12, 2013	
Police Commission Meeting	October 22, 2013	
Downtown Development Authority	October 8, 2013	

CITIZENS PARTICIPATION:

None

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

Absent: None

RESOLUTIONS

Wyandotte, Michigan November 18, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

ROLL ATTACHED

Wyandotte, Michigan November 18, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the City Engineer to extend the contract with Margolis Companies, Ypsilanti, Michigan for Tree Planting in the earth berm located east of the railroad, between Plum and Orchard in the amount of \$6,750.00 from account #492-200-850-547.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan November 18, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from the City Engineer regarding the request from Troy Burris is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council APPROVES Mr. Burris' placement of a rock in the City's right-of-way adjacent to his home at 636 Clinton provided that the Grant of License and Hold Harmless Agreement is executed by Mr. and Mrs. Burris and the City; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign said Grant of License and Hold Harmless Agreement; AND FURTHER that Mr. Burris is to pay the administrative fee of \$200.00 and the Department of Legal Affairs is directed to record the Grant of License.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan November 18, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to acquire the property at 1828-8th Street in the amount of \$12,000.00 to be appropriated from TIFA Area Funds; AND BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk are hereby authorized to execute the Purchase Agreement; AND that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk; AND FURTHER that the City Engineer is directed to DEMOLISH same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan November 18, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council APPROVES the Purchase Agreement to sell the former 3332-12th Street to Barbara and William Duran, in the amount of \$1,500.00; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and City Clerk are hereby authorized to sign said documents on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan November 18, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the total bills and accounts in the amount of \$546,848.58 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

ADJOURNMENT

MOTION by Councilperson Leonard Sabuda

Supported by Councilperson Daniel Galeski

That we adjourn. }

Carried unanimously

Adjourned at 7:28 PM

November 18, 2013



William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE

11-18-13

BEGINNING DATE 11-18-13

AND ENDING DATE 11-18-13

SALES RECEIPT #

453213

THRU

453215

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	15.00
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	84,142.22
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	23,901.10
WORK FORCE WYANDOTTE	101-000-650-011	M2	6,420.00
WORK FORCE RIVERVIEW	101-000-650-017	M6	1,280.00
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	3,345.00
COURT DRUG TESTING FEES	101-000-650-020	M9	2,420.00
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	4,033.00
CHEMICAL AWARENESS	101-000-650-024	AW	2,570.00
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
JAJL PROPERTIES PROMISSORY NOTE	284-000-041-015	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	732-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	732-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	
HEALTH INSURANCE REIMBURSEMENT	101-000-231-020	MZ	651.60
		MZ	

TOTAL MONIES RECEIVED

128,777.92

TODD A. DRYSDALE

DIRECTOR OF FINANCIAL SERVICES

MINUTES FOR THE RETIREMENT COMMISSION MEETING
WEDNESDAY, NOVEMBER 20, 2013, 9:00 A.M.

ROLL CALL

Present: Commissioners: Brohl, Lyon, Yoscovits

Absent: Commissioners: Browning, LaManes, Mayhew, Schultz

NO QUORUM

Also Present: William R. Look
Sam Galanis, Oppenheimer
Steven Lee, Logan Manager


PRESENTATION:

Steven Lee-Logan Manager; a large cap growth manager; managing 8.75% of our portfolio utilizing 46 different stocks gave an extensive presentation relative to the City of Wyandotte's Retirement System investments.

SPECIAL ORDER:

Sam Galanis-Oppenheimer, discussed the month ending October 31, 2013 report and the Investment Manager report for the Third Quarter.

ADJOURNMENT: 9:45 A.M.



Maria Johnson
Deputy City Clerk

WYANDOTTE CITY CLERK 01- 106
November 13, 2013

2013 NOV 19 A 9:38

A working session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Wednesday, November 13, 2013 at 4:30 P.M.

ROLL CALL: Present: Commissioner - James S. Figurski
Michael Sadowski
Gerald P. Cole
Frederick C. DeLisle
Leslie G. Lupo

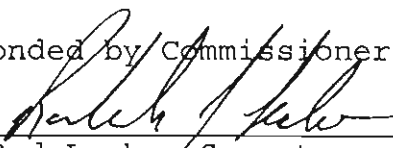
General Manager
& Secretary - Rod Lesko

Also Present - Paul LaManes
Steve Timcoe

DISCUSSION NATIONAL CABLE TV CO-OP PRECOMMITMENT MODEL

Discussion with Wyandotte Municipal Service Commission and Telecommunication Superintendent Steve Timcoe on National Cable TV Co-op precommitment model.

MOTION by Commissioner Lupo and seconded by Commissioner DeLisle to now adjourn. 4:42 P.M.


Rod Lesko, Secretary

WYANDOTTE CITY CLERK - 107
November 13, 2013
2013 NOV 19 A 9:38

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Wednesday, November 13, 2013 at 5:00 P.M.

ROLL CALL: Present: Commissioner - James S. Figurski
Michael Sadowski
Gerald P. Cole
Frederick C. DeLisle
Leslie G. Lupo

General Manager
& Secretary - Rod Lesko

Also Present - Paul LaManes
Valerie Hall
William Weirich
Charlene Hudson
Steve Timcoe
Dave Fuller
Mike Pente
CATV Volunteer

APPROVAL OF MINUTES

MOTION by Commissioner DeLisle and seconded by Commissioner Cole to approve the October 23, 2013, regular session Municipal Service Commission meeting Minutes.

HEARING OF PUBLIC CONCERNS

None

RESOLUTION 11-2013-01

Bill Weirich, giving overview on Water Filter Department Roof replacement.

MOTION by Commissioner DeLisle and seconded by Commissioner Sadowski to authorize the General Manager to accept the lowest qualified bid for roof replacement at the Water Filter Department from Molnar in the amount of \$84,676.00 for labor and materials

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 11-2013-02

MOTION by Commissioner Cole and seconded by Commissioner Lupo to authorize the General Manager to execute the Game Show Network Pre-Commitment Model ("PCM") with National Cable Television Cooperative, Inc. (NCTC) as recommended by WMS Management.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

01 - 109
November 13, 2013

RESOLUTION 11-2013-03

Steve Timcoe giving overview on GLDS WinCable Software.

MOTION by Commissioner Lupo and seconded by Commissioner Sadowski to authorize the General Manager to execute the GLDS WinCable Sales Order agreement, WinCable Software License Agreement & the GLDS Supercontroller Software License Agreement as recommended by WMS Management.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 11-2013-04

MOTION by Commissioner DeLisle and seconded by Commissioner Sadowski to authorize the General Manager to execute the requested WMS Cable Telecommunications Rate Adjustment as provided for in the FY2014 WMS Cable Telecommunications Budget.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 11-2013-05

William Weirich, giving overview on Water Rate Adjustment.

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle to authorize the General Manager to execute the requested WMS Water rate adjustment as provided for in the FY2014 WMS Water Budget.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 11-2013-06

Paul LaManes, giving overview on financing Power Plant replacement Roof.

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle to authorize the Commission approving financing under Act No. 99 Public Acts of Michigan 1933 for a replacement roof for the Wyandotte Power Plant and a Commission Resolution requesting City Council approval of Resolution approving financing under Act No. 99 not to exceed \$850,000.00 at and interest rate not to exceed 2.5% per annum.

Commissioner Figurski asked that the roll be called

YEAS: Commissioner Cole, Delisle, Figurski, Lupo, Sadowski

NAYS: None

REPORTS AND COMMUNICATIONS

MOTION BY Commissioner Sadowski and seconded by Commissioner DeLisle to receive and place reports and communications on file.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

APPROVAL OF VOUCHERS

MOTION by Commissioner DeLisle and seconded by Commissioner Sadowski that the vouchers be paid as presented.

#5200	\$	253,913.07
#5201	\$	616,105.56
#5202	\$	264,643.37
#5203	\$	682,537.98

Commissioner Figurski asked that roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

LATE ITEMS

None

COUNCIL RESOLUTIONS

RESOLVED by the City Council that the council CONCURS in the recommendation set forth by the Safety Coordinator/Planner/Scheduler of the Power Plant and the Municipal Service Commission to APPROVE the bid for the roof replacement at the City Of Wyandotte Power Plant, 2555 Van Alstyne as submitted by Molnar Roofing in the amount of \$846,322.72 as being the best bid meeting specification. AND FURTHER warranties to be included in Contract for both Labor and Materials.

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle to receive and place on file.

CLOSED SESSION TO DISCUSS LABOR NEGOTIATIONS

MOTION by Commissioner Sadowski and second by Commissioner Lupo to now go into closed session for purposes of discussing Labor Negotiations. 5:22 p.m.

RETURN FROM CLOSED SESSION 5:50 P.M.

Commissioner Figurski asked that the roll be called

Yeas: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

Nays: None

MOTION by Commissioner Sadowski that they support the General Manager with the Labor Negotiations, seconded by Commissioner DeLisle.

MOTION by Commissioner Cole and seconded by Commissioner Sadowski to now adjourn. 5:52 p.m.



Rod Lesko, Secretary

City of Wyandotte
DESIGN REVIEW COMMITTEE
Minutes of the Tuesday, November 5, 2013, Meeting

Member Kowalewski called the meeting to order at 11:30 a.m.

MEMBERS PRESENT: Mark Kowalewski, Robert Benson and Natalie Rankine

MEMBERS ABSENT: Jody Egen, Sue Pilon and Norm Walker

ALSO PRESENT: Sheila Johnson, Acting Recording Secretary
Jeffrey Meschke, Corporate Mall Services, Applicant and Owner
David Wright, Wright Signs, Applicant
Rick Bernado, Owner

APPROVAL OF AUGUST 27, 2013 MINUTES:

Member Benson approved. Member Rankine seconded.

REVIEW OF PROPOSED NEW COLOR SCHEME CHANGES FOR TRIM AND SHUTTERS AT 2502 BIDDLE:

The application as submitted by Jeffrey Meschke, Corporate Mall Services (Applicant and Owner) for the property at 2502 Biddle, Wyandotte, Michigan has been reviewed and approved by the Design Review Committee on November 5, 2013.

REVIEW OF PROPOSED NEW SIGN AT 3002-1ST:

The application as submitted by Wright Signs (Applicant) and Rick Bernado (Owner) for the property at 3002-1st, Wyandotte, Michigan has been reviewed and approved by the Design Review Committee on November 5, 2013.

OTHER BUSINESS:

2014 Meeting Dates.

MOTION TO ADJOURN:

MOTION BY MEMBER Kowalewski to adjourn the meeting at 11:55 a.m.
Member Benson seconded motion.

RESOLUTION

Wyandotte, Michigan

November 5, 2013

RESOLUTION BY MEMBER KOWALEWSKI

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF
WYANDOTTE,

The proposed new color scheme changes for trim work and shutters as submitted by Jeffrey Meschke, Corporate Mall Services Inc. (Applicant and Owner) for the property at 2502 Biddle, Wyandotte, Michigan has been reviewed and approved as submitted color scheme changes for trim work and shutters by the Design Review Committee on November 5, 2013.

I move the adoption of the foregoing resolution.

Member: Kowalewski

Supported by Member: Benson

Yeas	Members	Nays
X	Benson	
	Egen (absent)	
X	Kowalewski	
	Pilon (absent)	
X	Rankine	
	Walker (absent)	

RESOLUTION

Wyandotte, Michigan

November 5, 2013

RESOLUTION BY MEMBER KOWALEWSKI

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF
WYANDOTTE,

The proposed new wall sign as submitted by Wright Signs (Applicant) and Rick Bernado (Owner) for the property at 3002-1st Street, Wyandotte, Michigan has been reviewed and approved as submitted by the Design Review Committee on November 5, 2013.

I move the adoption of the foregoing resolution.

Member: Kowalewski

Supported by Member: Benson

	Yeas	Members	Nays
	X	Benson	
		Egen (absent)	
	X	Kowalewski	
		Pilon (absent)	
	X	Rankine	
		Walker (absent)	