

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, JANUARY 6, 2014 7: 00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, STEC

UNFINISHED BUSINESS:

RESOLVED by the City Council that WHEREAS the Special Election scheduled for May 6, 2014 for 3 mills for five years would cost the City of Wyandotte approximately \$15,000 and WHEREAS the City of Wyandotte could attach this ballot proposal to the scheduled August 5, 2014 Election for no additional costs; THEREFORE BE IT FURTHER RESOLVED that said issue is hereby referred to the City Attorney and City Clerk for a review and report back in three (3) weeks. (January 6, 2014).

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RESOLVED by the City Council that the communication from City Recyclers, 8100 Joy Road Detroit, Michigan 48204 relative to their request to place Recycling boxes in the City of Wyandotte at designated locations to collect clothing and shoes is hereby referred to the City Engineer for a review and report back in four (4) weeks (January 6, 2014).

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from the City Assessor submitting the December 2013 Board of Review Minutes.

2. Communication from the Superintendent of Telecommunications regarding MLB (Major League Baseball) Affiliation Agreement.
3. Communication from the Superintendent of Telecommunications submitting an Amendment of Fearnest Linear and VOD Term Sheet.
4. Communication from the Superintendent of Telecommunications regarding WMS Cable Retransmission Consent Rate Pass Through Adjustment.

CITIZENS PARTICIPATION:

HEARING:

HEARING RELATIVE TO  
A COMMERCIAL REDEVELOPMENT DISTRICT  
3131-49 Biddle Avenue & Adjoining Property  
WYANDOTTE, MICHIGAN 48192

\*\*\*\*\*

HEARING RELATIVE TO  
A SHOW CAUSE HEARING TO SHOW CAUSE  
IF ANY WHY THE DWELLING AT 3525-17TH STREET  
WYANDOTTE SHOULD NOT BE DEMOLISHED,  
REMOVED OR OTHERWISE MADE SAFE

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	December 16-26, 2013	\$16,693.35
Downtown Development Authority	November 12, 2013	
Wyandotte Recreation Commission	December 10, 2013	
Retirement Commission	December 18, 2013	
Cultural & Historical Commission	November 14, 2013	
Cultural & Historical Commission	December 12, 2013	
Zoning Board of Appeals & Adjustments	December 4, 2013	

FYI

**Upper Trenton Channel Project Community Meeting**

**Wyandotte Boat Club, 1 Pine St. in Wyandotte**

**Wednesday, January 15, 2014**

**6:00 – 7:30 pm**

**Free and open to the public**

On January 15, the U.S. Environmental Protection Agency (EPA) will host a free public meeting to discuss environmental work regarding the Upper Trenton Channel. This work is being performed under the Great Lakes Legacy Act, a voluntary program that partners with states, local groups, and industries to study and clean up contaminated sediment.

We hope you can join us at this meeting to learn the latest information about the project. We will share results from the 2011 sediment sampling in the Trenton Channel and talk about the different options we have looked at to clean up the sediment. An option has been chosen for further development and will be presented at the meeting. We are looking for input on the cleanup plan. Members of the project team will also be on hand to answer questions or discuss any concerns.

You're welcome to attend any portion of the meeting. Please forward this meeting invitation to others who might be interested. For more information on this project, visit:

<http://www.epa.gov/greatlakes/sediment/legacy/trenton/index.html>

# Unfinished Business

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JOSEPH PETERSON  
MAYOR

## COUNCIL

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

December 17, 2013

## RESOLUTION

Councilwoman Sheri M. Fricke  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke  
Supported by Councilman Ted Miciura Jr.

RESOLVED by the City Council that WHEREAS the Special Election scheduled for May 6, 2014 for 3 mills for five years would cost the City of Wyandotte approximately \$15,000 and WHEREAS the City of Wyandotte could attach this ballot proposal to the scheduled August 5, 2014 Election for no additional cost; THEREFORE BE IT FURTHER RESOLVED that said issue is hereby referred to the City Attorney and City Clerk for a review and report back in three (3) weeks.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda

NAYS: Councilmembers Schultz Stec

## RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 16, 2013.

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

CC: Department of Legal Affairs, City Clerk

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**JOSEPH PETERSON**  
MAYOR

**COUNCIL**

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

JANUARY 3, 2014

THE RESPONSE FROM THE CITY CLERK AND CITY ATTORNEY  
RELATIVE TO THE SPECIAL ELECTION SHALL BE FORTHCOMING.

# Unfinished Business

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JOSEPH PETERSON  
MAYOR

## COUNCIL

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

December 10, 2013

## RESOLUTION

City Recyclers  
8100 Joy Road  
Detroit, Michigan 48204  
Attn: Adam Abbas

By Councilman Lawrence Stec  
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that the communication from City Recyclers, 8100 Joy Road, Detroit, Michigan 48204 relative to their request to place Recycling boxes in the City of Wyandotte at designated locations to collect clothing and shoes is hereby referred to the City Engineer for a review and report back in four (4) weeks.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec  
NAYS: None

## RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 9, 2013.

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

CC: City Engineer



8100 Joy Rd  
Detroit Mi 48204

*MAYOR & City Council members*  
City of Wyandotte

December 04 2013

**Re: Clothing Recycling**

Mr. William Griggs  
3200 Biddle Ave.  
Wyandotte, MI 48192

I would like to introduce "City Recyclers", a Michigan based business that collects and recycles clothing.

According to the statistics presented on [www.eartheasy.com](http://www.eartheasy.com), 12 million tons of textile waste is generated each year in North America amounting to approximately 68 pounds of textile waste per household per year! An astounding 5% of all landfill production is textile waste. So, what can we do as individuals to help reduce this environmental impact? The Council for Textile Recycling also reports that the clothing recycling industry prevents **2.5 billion pounds of post-consumer textile waste** from entering our landfills and waste stream each year. On a national basis, this industry recycles approximately 10 pounds per capita or 1,250,000 tons of post-consumer textile waste annually. However, these 10 pounds represent less than 25% of the total post-consumer textile waste that is generated.

"City Recyclers" would like the opportunity to partnership with the City of Wyandotte and have Recycling boxes in the City at designated locations to collect clothing and shoes to keep them away from landfills and increase funds for the City.

By allowing "City Recyclers" to place clothing bins at municipal and other locations Limited to 15 Locations, the City would receive a new revenue stream of approximately \$29,895.52/year. The math works as follows:

$$68 \text{ lbs} \times 10991 \text{ households} = 747,388 \text{ lb/year}$$

$$747,388 \text{ lb} \times .04 \text{ c/lb} = \$29,895.52 \text{ per year}$$





8100 Joy Rd  
Detroit Mi 48204

“City Recyclers” understands the importance of the image to the City, so “City Recyclers” will submit the design of the boxes and shape to be approved by the City of Wyandotte as well as the art work.

“City Recyclers” understands the importance of the City's image therefore, “City Recyclers” will assure pick up on a daily basis to keep area clean.

“City Recyclers” would expect the City of Wyandotte will spread news for residents to drop their clothing and shoes in boxes listed, attached with box locations.

If at any time, the City wanted to terminate this relationship, a 90 day written notice would be all that is necessary.

*Adam Abbas*

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Adam Abbas  
Toll: 866-661-5300  
Cell: 313-414-1846  
[adam@cityrecyclers.net](mailto:adam@cityrecyclers.net)  
[WWW.Cityrecyclers.net](http://WWW.Cityrecyclers.net)

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

**MEETING DATE:** January 6, 2014

**AGENDA ITEM #** 1

**ITEM:** December Board of Review Minutes

**PRESENTER:** Thomas R. Woodruff, City Assessor/Board of Review Chairperson

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Special Board of Review meeting may be convened by assessing officer to correct qualified errors (Tuesday after the second Monday in Dec.). MCL 211.53b. The governing body of the city or township may authorize, by adoption of an ordinance or resolution, 1 or more of the following alternative meeting dates for the purposes of this section: An alternative meeting date during the week of the second Monday in December. MCL 211.53b(7). An owner of property that is a "Principal Residence" on May 1 may appeal to the December Board of Review in the year for which an exemption was claimed or in the immediate succeeding 3 years if the exemption was not on the tax roll. An owner cannot appeal to the December Board of Review if property was owned and occupied as a principal residence some time from May 2 to November 1 but form 2368 was not timely filed. MCL 211.7cc(19). An owner of property that is Qualified Agricultural Property on May 1 may appeal to the December Board of Review for the current year and the immediately preceding year if the exemption was not on the tax roll. MCL 211.7ee(6). December Board of Review to hear appeals for current year poverty exemptions only, but not poverty exemptions denied by the March Board of Review. MCL 211.7u, page 12 of STC Bulletin No. 12 of 1997.

**STRATEGIC PLAN/GOALS:** Commitment to fair and equitable taxation. December Board of Review allows for correction to the assessed, capped and taxable values or to the Principal Residence Exemption as clerical errors or mutual mistakes of fact.

**ACTION REQUESTED:** Approve the attached resolution accepting and filing December Board of Review Minutes, Summary and Department of Treasury Forms with a copy sent to the City Treasurer.

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

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Scott A. Drysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

*Joseph R. Peterson*

**LIST OF ATTACHMENTS:**

1. Summary of December Board of Review Minutes
2. Michigan Department of Treasury Forms 4031
3. December Board of Review Minutes.

**MODEL RESOLUTION:**

Receive and place on file the December Board of Review Minutes along with Michigan Department of Treasury Forms 4031 and the original minutes to be held in with the Assessing Officer and a copy sent to the City Treasurer.

Wyandotte, Michigan

\_\_\_\_\_, 2014

RESOLUTION by Councilmember \_\_\_\_\_

RESOLVED BY THE CITY COUNCIL THAT:

I move the adoption of the foregoing resolution.

MOTION by Councilmember \_\_\_\_\_

SUPPORTED by Councilmember \_\_\_\_\_

YEAS

COUNCIL

NAYS

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

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

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

ABSENT \_\_\_\_\_

12/11/2013  
04:34 PM

2013 Dec. BOR Change Summary

Page: 1/4  
DB: Wyandotte City 2014

Year	Parcel Number	Petition			Assessed	Taxable			Corrected	Corrected		
Owner/Prop.	Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Assessed Value	Taxable Value	Corrected PRE/MBT	Corrected EX Transfer
2013 57 001 04 0292 301		DB13-026	401	WYD77	30,100	30,100	100.000	0.000	0	0	100.000	0.000
HOLEZKI, KENNETH												
318 KINGS HWY WYANDOTTE, MI	48192											
2013 57 001 04 0322 000		DB13-007	401	WYD77	34,400	34,400	0.000	0.000	34,400	34,400	100.000	0.000
CADARETTE, LOUIS												
347 KINGS HWY WYANDOTTE, MI	48192											
2013 57 001 04 0420 000		DB13-027	401	WYD77	56,200	56,200	100.000	0.000	0	0	100.000	0.000
KOWALCZIK, JOHN/JANET												
442 HIGHLAND WYANDOTTE, MI	48192											
2013 57 003 01 0237 000		DB13-028	401	WYD77	45,300	45,300	100.000	0.000	0	0	100.000	0.000
ZIEMINSKI, JAMES												
1482 17TH WYANDOTTE, MI	48192											
2013 57 003 08 0152 002		DB13-000	401	WYD77	63,400	63,400	100.000	0.000	35,100	35,100	100.000	0.000
KARAFOTIS, NICK/DEBORAH												
1629 22ND WYANDOTTE, MI	48192											
2013 57 004 06 0368 000		DB13-001	401	WYD77	58,800	58,800	100.000	0.000	5,700	5,700	100.000	0.000
BLACK, SUSAN												
641 GARFIELD WYANDOTTE, MI	48192											
2013 57 004 23 0095 000		DB13-029	401	WYD77	40,200	40,200	100.000	0.000	0	0	100.000	0.000
BROWN, JAMES M/BETTY L - REVOC LIV												
847 7TH WYANDOTTE, MI	48192											
2013 57 004 24 0042 000		DB13-030	401	WYD77	57,900	57,900	100.000	0.000	0	0	100.000	0.000
MACEK, JAMES/PHYLLIS												
1049 6TH WYANDOTTE, MI	48192											
2013 57 004 33 0056 000		DB13-013	401	WYD77	70,200	70,200	100.000	100.000	8,600	8,600	100.000	100.000
CLARK, JANICE M.												
721 2ND WYANDOTTE, MI	48192											
2013 57 006 01 0084 000		DB13-031	401	WYD77	44,400	44,400	100.000	0.000	0	0	100.000	0.000
LOPENSKI, ALLEN												
1236 6TH WYANDOTTE, MI	48192											
2013 57 006 07 0031 300		DB13-032	401	WYD77	73,900	73,900	100.000	0.000	0	0	100.000	0.000
BROWN, CURTIS RAY/KIM												
1536 8TH WYANDOTTE, MI	48192											

Year	Parcel Number	Petition		Assessed	Taxable			Corrected	Corrected		
Owner/Prop. Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Assessed	Taxable	Corrected	Corrected
								Value	Value	PRE/MBT EX	Transfer
2013 57 006 08 0201 000 GEIGER, DAVID L. 1815 7TH WYANDOTTE, MI 48192	DB13-002	401	WYD77	31,500	31,500	100.000	0.000	5,600	5,600	100.000	0.000
2013 57 007 10 0001 000 2012 57 007 10 0001 000 2011 57 007 10 0001 000 CITY OF WYANDOTTE 542 FORD WYANDOTTE, MI 48192	DB13-015 DB13-017 DB13-018	201 201 201	WYD77 WYD77 WYD77	41,700 40,100 40,100	41,062 40,100 40,100	0.000 0.000 0.000	0.000 0.000 100.000	0 0 0	0 0 0	0.000 0.000 0.000	0.000 0.000 100.000
2013 57 010 30 0013 000 BELL, WILLIAM 11.5 WALNUT WYANDOTTE, MI 48192	DB13-014	401	WYD77	36,700	36,700	0.000	100.000	36,700	17,482	0.000	0.000
2013 57 011 16 0008 000 2012 57 011 16 0008 000 OVERLY, AARON 2826 VAN ALSTYNE WYANDOTTE, MI 48192	DB13-009 DB13-008	401 401	WYD77 WYD77	54,700 56,400	54,700 56,400	0.000 0.000	100.000 0.000	54,700 56,400	54,700 56,400	100.000 100.000*	100.000 0.000
2013 57 012 04 0008 000 MAYNARD, MARY RUTH 323 FORD WYANDOTTE, MI 48192	DB13-003	401	WYD77	34,500	34,500	100.000	0.000	34,500	34,500	100.000	0.000
2013 57 012 04 0016 001 HILL, THOMAS/ANDREA 316 SPRUCE WYANDOTTE, MI 48192	DB13-041	401	WYD77	29,100	29,100	0.000	100.000	29,100	29,100	100.000	100.000
2013 57 013 04 0072 002 POLCZYNSKI, DAVID 2078 10TH WYANDOTTE, MI 48192	DB13-033	401	WYD77	47,400	47,400	100.000	0.000	0	0	100.000	0.000
2013 57 014 27 0003 002 THORNTON, RICK/BONNIE 1145 ELM WYANDOTTE, MI 48192	DB13-040	401	WYD77	33,300	33,300	100.000	0.000	0	0	100.000	0.000
2013 57 015 06 0014 002 PETERSON, JOSEPH 533 VINEWOOD WYANDOTTE, MI 48192	DB13-034	401	WYD77	28,100	28,100	100.000	0.000	0	0	100.000	0.000
2013 57 015 25 0014 000 MEHLHOSE, EMERSON 2941 4TH WYANDOTTE, MI 48192	DB13-004	401	WYD77	49,900	49,900	100.000	0.000	28,500	28,500	100.000	0.000

Year	Parcel Number	Petition			Assessed	Taxable			Corrected	Corrected		
Owner/Prop.	Addr.	/Docket	Class	School	Value	Value	PRE/MBT	Transfer	Assessed	Taxable	Corrected	Corrected
									Value	Value	PRE/MBT EX	Transfer
2013	57 016 01 0142 000	DB13-039	401	WYD77	38,500	38,500	100.000	0.000	0	0	100.000	0.000
WILSON, JOHN												
2242 15TH WYANDOTTE, MI 48192												
2013	57 018 09 0053 002	DB13-010	401	WYD77	30,800	30,800	0.000	0.000	30,800	30,800	100.000	0.000
WYDO, CHRISTOPHER A.												
3850 22ND WYANDOTTE, MI 48192												
2013	57 018 09 0060 002	DB13-035	401	WYD77	31,900	31,900	100.000	0.000	0	0	100.000	0.000
MACINTOSH, KELLY J.												
3812 22ND WYANDOTTE, MI 48192												
2013	57 019 13 0079 000	DB13-006	401	WYD77	31,200	31,200	0.000	100.000	31,200	31,200	100.000*	100.000
CHESNEY-MERCER, JAQUELINE												
4293 16TH WYANDOTTE, MI 48192												
2013	57 019 15 0038 000	DB13-036	401	WYD77	23,200	23,200	100.000	0.000	0	0	100.000	0.000
PRESTON, DONALD												
4516 17TH WYANDOTTE, MI 48192												
2013	57 019 16 0096 000	DB13-011	401	WYD77	35,300	35,300	0.000	100.000	35,300	35,300	100.000*	100.000
SIMON, ROGER A												
4461 18TH WYANDOTTE, MI 48192												
2013	57 019 29 0022 000	DB13-005	401	WYD77	27,800	27,800	100.000	0.000	27,800	27,800	100.000	0.000
HAAS, BETTY												
4616 16TH WYANDOTTE, MI 48192												
2013	57 020 07 0009 303	DB13-037	401	WYD77	35,500	35,500	100.000	0.000	0	0	100.000	0.000
TAYLOR, BERNERD												
416 CHERRY WYANDOTTE, MI 48192												
2013	57 020 07 0013 000	DB13-038	401	WYD77	58,600	58,600	100.000	0.000	0	0	100.000	0.000
BRANHAM, DAVID/VERONA, KATHRYN												
454 CHERRY WYANDOTTE, MI 48192												
2013	57 020 08 0014 305	DB13-012	401	WYD77	35,200	35,200	0.000	100.000	35,200	35,200	100.000	100.000
DAWSON, CLIFFORD/WILMA												
568 ORANGE WYANDOTTE, MI 48192												

Year	Parcel Number	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected Assessed Value	Corrected Taxable Value	Corrected PRE/MBT EX	Corrected Transfer
2013	57 020 19 0014 002	DB13-016	401	WYD77	30,500	30,500	0.000	0.000	0	0	0.000	0.000
2012	57 020 19 0014 002	DB13-019	401	WYD77	31,900	31,900	0.000	100.000	0	0	0.000	100.000
CITY OF WYANDOTTE 3635 6TH WYANDOTTE, MI 48192												
2013	57 023 14 0028 001	DB13-021	201	WYD77	171,900	169,267	0.000	0.000	0	0	0.000	0.000
2012	57 023 14 0028 001	DB13-020	201	WYD77	165,300	165,300	0.000	100.000	0	0	0.000	100.000
CITY OF WYANDOTTE 4560 BIDDLE WYANDOTTE, MI 48192												
2013	57 147 99 0119 000	DB13-022	447	WYD77	0	0	0.000	0.000	61,600	61,600	0.000	0.000
CLARK, JANICE 721 2ND WYANDOTTE, MI 48192												
2013	57 999 00 3993 010	DB13-023	251	WYD77	1,800	1,800	100.000	0.000	1,400	1,400	100.000	0.000
KEY EQUIPMENT FINANCE INC. 1925 FORD Wyandotte, MI 48192												
2013	57 999 00 4039 011	DB13-025	251	WYD77	0	0	100.000	0.000	1,300	1,300	100.000	0.000
MUZAK LLC VARIOUS LOCATIONS WYANDOTTE, MI 48192												
2013	57 999 00 4173 013	DB13-024	251	WYD77	0	0	100.000	0.000	2,200	2,200	100.000	0.000
CIT FINANCE LLC VARIOUS LOCATIONS WYANDOTTE, MI 48192												
									556,100	536,882		

\*Winter PRE Change

THE BOARD OF REVIEW OF CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN HEREBY AFFIRMS THAT THE  
ABOVE INFORMATION IS CORRECT TO THE BEST OF OUR KNOWLEDGE

Signatures of Board of Review Members

Member Thomas R. Woodruff Member William R. Losh Member [Signature] Member William R. Losh Member [Signature]

Dated \_\_\_\_\_

**December 10, 2013**  
**BOARD OF REVIEW MEETING**  
**AGENDA**

1. Call to order
  - a. Chairperson Woodruff called December Board of Review to order at 3:00 pm, on December 10, 2013 Council Chambers, 3200 Biddle, Wyandotte
2. Roll Call
  - a. Todd M. Browning \_X\_ William R. Griggs \_X\_ William R. Look \_X\_  
  
Joseph R. Peterson \_\_\_ Thomas R. Woodruff \_X\_
  - b. Absent/Excused Joseph R. Peterson
  - c. Also Present Susan L. Walker
3. New Business
  - a. Approval of December Board of Review of December 13, 2012 Minutes.

**Motion** by Member Look, Supported by Griggs, that we receive and place on file the minutes of the December 13, 2012, meeting of the Board of Review as recorded.

- b. Communications and Miscellaneous

**Corrections to the AdValorem Roll**

**2012 Primary Residence Exemption**

DB13 - 008	57 011 16 0008 000		
Overly, Aaron	2826 Van Alstyne		
Winter Only Occupied 06/28/2012	0% to 100%		Granted

**2013 Primary Residence Exemption**

DB13-007	57 001 04 0322 000		
Cadarette, Louis	347 Kings Hwy		
Occupied 11/14/2011	0% to 100%		Granted

DB13-009	57 011 16 0008 000		
Overly, Aaron	2826 Van Alstyne		
Occupied 06/28/2012	0% to 100%		Granted



DB13-041	57 012 04 0016 001	Hill, Thomas/Andrea	316 Spruce		
		Occupied 03/03/2013	0% to 100%	Granted	
DB13-010	57 018 09 0053 002	Wydo, Christopher A	3850 22nd		
		Occupied 03/01/2012	0% to 100%	Granted	
DB13-006	57 019 13 0079 000	Chesney-Mercer, Jacqueline	4293 16th		
		Occupied 10/30/13			
		WINTER Only	0% to 100%	Granted	
DB13-011	57 019 16 0096 000	Simon, Roger	4461 18th		
		Occupied 10/20/2013			
		WINTER Only	0% to 100%	Granted	
DB13-012	57 020 08 0014 305	Dawson, Clifford/Wilma	568 Orange		
		Occupied 05/07/13	0% to 100%	Granted	

**MOTION** by Member Look, Supported by Member Browning, to correct the 2012 and 2013 Exemptions as presented above.

### **POVERTY EXEMPTIONS**

DB13-000	57 003 08 0152 002	Karafotis, Nick/Deborah	1629 22nd	
	2013 SEV 63,400	Reduce by 28,300		
DB13-001	57 004 06 0368 000	Black, Susan	641 Garfield	
	2013 SEV 58,800	Reduce by 53,100		
DB13-002	57 06 08 0201 000	Geiger, David L	1815 7th	
	2013 SEV 31,500	Reduce by 25,900		
DB13-003	57 012 04 0008 000	Maynard, Mary Ruth	323 Ford	
	2013 SEV 34,500	Reduce by 0		

DB13-004            57 015 25 0014 000  
Mehlhose, Emerson            2941 4th  
2013 SEV 49,900            Reduce by 21,400

DB13-005            57 019 29 0022 000  
Haas, Betty            4616 16th  
2013 SEV 27,800            Reduce by 0

**MOTION** by Member Browning, Supported by Member Look to grant hardship relief to the above mentioned individuals for one year.

**REAL PROPERTY 2011**

DB13-018    57 007 10 0001 000  
City of Wyandotte    542 Ford Ave  
3200 Biddle, Wyandotte MI 48192  
Original SEV 40,100            Revised 0            Concur  
City Obtained through Tax Foreclosure from Wayne County

**MOTION** by Member Woodruff, Supported by Member Look, that we correct the values to the AdValorem Roll for 2011

**REAL PROPERTY 2012**

DB13-017    57 007 10 0001 000  
City of Wyandotte    542 Ford Ave  
3200 Biddle, Wyandotte MI 48192  
Original SEV 40,100            Revised 0            Concur  
City Obtained through Tax Foreclosure from Wayne County

DB13-019    57 020 19 0014 002  
City of Wyandotte    3635 6<sup>th</sup>  
3200 Biddle, Wyandotte MI 48192  
Original SEV 31,900            Revised 0            Concur  
City Obtained through Tax Foreclosure from Wayne County

DB13-020    57 023 14 0028 001  
City of Wyandotte    4560 Biddle  
Original SEV 165,300            Revised 0            Concur  
City Obtained through Tax Foreclosure from Wayne County

**MOTION** by Member Look, Supported by Member Browning, that we correct the values to the AdValorem Roll for 2012

**VETERAN'S PROPERTY EXEMPTION 2013**

DB13-026	57 001 04 0292 301		
	Holezki, Kenneth	318 Kings Hwy	
	Original SEV 30,100	Revised 0	Concur
	90% Disabled; 100% Unemployable		
DB13-027	57 001 04 0420 000		
	Kowalczyk, John/Janet	442 Highland	
	Original SEV 56,200	Revised 0	Concur
	100% Disabled		
DB13-028	57 003 01 0237 000		
	Zieminski, James	1482 17 <sup>th</sup>	
	Original SEV 45,300	Revised 0	Concur
	100% Disabled		
DB13-029	57 004 23 0095 000		
	Brown, James M/Betty	847 7 <sup>th</sup>	
	Original SEV 40,200	Revised 0	Concur
	70% Disabled; 100% Unemployable		
DB13-030	57 004 24 0042 000		
	Macek, James/Phillis	1049 16 <sup>th</sup>	
	Original SEV 57,900	Revised 0	Concur
	70% Disabled; 100% Unemployable		
DB13-031	57 006 01 0084 000		
	Lopinski, Allen	1236 6 <sup>th</sup>	
	Original SEV 44,400	Revised 0	Concur
	100% Disabled		
DB13-032	57 006 07 0031 300		
	Brown, Curtis Ray/Kim	1536 8 <sup>th</sup>	
	Original SEV 73,900	Revised 0	Concur
	80% Disabled; 100% Unemployable		
DB13-033	57 013 04 0072 002		
	Polczynski, David	2078 10 <sup>th</sup>	
	Original SEV 47,400	Revised 0	Concur
	100% Disabled		

DB13-040	57 014 27 0003 002	Thornton, Rick/Bonnie	1145 Elm		
		Original SEV 33,300	Revised 0		Concur
		100 % Disabled			
DB13-034	57 015 06 0014 002	Peterson, Joseph R	533 Vinewood		
		Original SEV 28,100	Revised 0		Concur
		100% Disabled			
DB13-039	57 016 01 0143 000	Wilson, John	2242 15 <sup>th</sup>		
		Original SEV 38,500	Revised 0		Concur
		100% Disabled			
DB13-035	57 018 09 0060 002	MacIntosh, Kelly J	3812 22 <sup>nd</sup>		
		Original SEV 31,900	Revised 0		Concur
		100% Disabled			
DB13-036	57 019 15 0038 000	Preston, Donald	4516 17 <sup>th</sup>		
		Original SEV 23,200	Revised 0		Concur
		90% Disabled; 100% Unemployable			
DB13-037	57 020 07 0009 303	Taylor, Bernerd	416 Cherry		
		Original SEV 35,500	Revised 0		Concur
		80% Disabled; 100% Unemployable			
DB13-038	57 020 07 0013 000	Branham, David/Verona, Kathryn H/W	454 Cherry		
		Original SEV 58,600	Revised 0		Concur
		100% Disabled			

**MOTION** by Member Browning, Supported by Member Woodruff, that we correct the values to the Veteran's Exemption PA 161 of 2013 for 2013

## DB13-013 57 004 33 00

NEZ Certificated granted by STC Building Value moved to NEZ Roll

City Obtained through Tax Foreclosure from Wayne County

City Obtained through Tax Foreclosure from Wayne County

Erroneously Uncapped, Transferred to Trust 09/05/2012

City Obtained through Tax Foreclosure from Wayne County

**SPECIAL ACTS 2013**

### AdValorem Roll

**PERSONAL PROPERTY 2013**

DB13-024 57 999 00 4173 013  
CIT Finance LLC  
PO Box 460709, Houston TX 77056  
Original SEV 0 Revised 2,200  
New Filing/Late

JB13-001      57 001 01 0115 001      Held in Abeyance  
Burrell, Bryan      226 Biddle Vacant  
Original SEV 0      Revised      0      Concur  
City Sold on 02/08/2012 adjacent vacant east 20ft of the south 20.50 ft of lot 115  
River Park Gardens Sub. Lot split/combination pending 2014

a. The board adjourned at 3:41 pm, on December 10, 2013

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

2

**MEETING DATE:** January 6, 2014

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

**ITEM:** MLB Network (Major League Baseball) Affiliation Agreement

**PRESENTER:** Steve Timcoe, Superintendent Telecommunications

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko, General Manager

**BACKGROUND:** Wyandotte Municipal Services entered into agreement with The MLB Network, LLC., for carriage of MLB Network programming, effective March 4, 2011 which expires on December 31, 2013 extended to January 10, 2014. An Affiliation Agreement currently available with The MLB Network, LLC., would allow WMS continued carriage of MLB Network programming and is available with reasonable terms and conditions extending the agreement to July 1, 2019. MLB Network offers coverage of a host of Major League Baseball games and other baseball related content not available on other networks. MLB Network also carries exclusive coverage of some Major League Baseball Playoff Games. The last two seasons MLB Network has carried exclusive coverage of select Detroit Tiger Playoff baseball games.

**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 MLB Network Affiliation Agreement as recommended by WMS Management.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Projected Increase/(Decrease) in net income = \$(1,493.60). The projected annual programming royalty expense is \$14,043.60.

**IMPLEMENTATION PLAN:** Execute 'Affiliation Agreement' with The MLB Network, LLC. Obtain confirmation of execution from The MLB Network, LLC, print and place on file as record of officially executed document.

**COMMISSION RECOMMENDATION:** MLB Network Affiliation Agreement through July 1, 2019 was approved by the Municipal Services Commission at the December 18, 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

- WMS Resolution 12-2013-03 MLB Network Affiliation Agreement
- Affiliation Agreement The MLB Network, LLC.
- Projected Expense and impact on net income.
- Historical and Prospective Rate Comparison

### MODEL RESOLUTION:

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

A Resolution approving the MLB Network Affiliation Agreement as recommended by the Department of Municipal Services – Cable Telecommunications Department to authorize the WMS General Manager to execute the MLB Network, LLC. Affiliation Agreement as recommended by WMS Management for increases in programming royalties per subscriber as follows:

- 1/1/14 - \$ 0.37/subscriber
- 1/1/15 - \$ 0.39/subscriber
- 1/1/16 - \$ 0.42/subscriber
- 1/1/17 - \$ 0.44/subscriber
- 1/1/18 - \$ 0.47/subscriber
- 1/1/19 - \$ 0.50/subscriber

Forecasted impact on FY14 budget, decrease in income of approximately \$ 1,494.

I move the adoption of the foregoing resolution.

MOTION by

Councilinen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr



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

MEETING DATE: 12/18/2013

RESOLUTION # 12-2013-03

**ITEM:** MLB Network (Major League Baseball) Affiliation Agreement

**PRESENTER:** Steve Timcoe 

**INDIVIDUALS CONSULTED:** Rod Lesko, Paul LaManes 

**BACKGROUND:** Wyandotte Municipal Services entered into agreement with The MLB Network, LLC., for carriage of MLB Network programming, effective March 4, 2011 which expires on December 31, 2013. An Affiliation Agreement currently available with The MLB Network, LLC., would allow WMS continued carriage of MLB Network programming and is available with reasonable terms and conditions extending the agreement to July 1, 2019. MLB Network offers coverage of a host of Major League Baseball games and other baseball related content not available on other networks. MLB Network also carries exclusive coverage of some Major League Baseball Playoff Games. The last two seasons MLB Network has carried exclusive coverage of select Detroit Tiger Playoff baseball games.

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

**ACTION REQUESTED:** Authorize the General Manager to execute the The MLB Network, LLC. Affiliation Agreement as recommended by WMS Management.

**BUDGET IMPLICATIONS:** Projected Increase(+)/Decrease(-) Net Income = \$(1,493.60). See attached Projected Expense/Revenue +/-.

**IMPLEMENTATION PLAN:** Execute 'Affiliation Agreement' with The MLB Network, LLC. Obtain confirmation of execution from The MLB Network, LLC, print and place on file as record of officially executed document.

**MAYOR'S RECOMMENDATION:**

**CITY ADMINISTRATOR REVIEW:**

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

**LIST OF ATTACHMENTS**

- Affiliation Agreement The MLB Network, LLC.
- Projected Expense/Revenue +/-
- Rate Comparison

**MODEL RESOLUTION:**

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CABLE TELEVISION SYSTEM 'AFFILIATION AGREEMENT' WITH THE MLB NETWORK, LLC., FOR CONTINUED ACCESS TO MLB NETWORK PROGRAMMING CONTENT OFFERED BY THE MLB NETWORK, LLC.

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 currently carries MLB Network programming, and

WHEREAS, Wyandotte Municipal Services desires to continue carrying MLB Network programming; and

WHEREAS, Wyandotte Municipal Services is interested in entering into the 'Affiliation Agreement' with The MLB Network, LLC., for continued access to MLB Network programming content and is agreeable to the terms and conditions offered by The MLB Network, LLC, per the following rate schedule and terms,

<u>Time Period</u>	<u>Monthly Per Service Subscriber License Fee</u>
2014:	\$0.37**
2015:	\$0.39**
2016:	\$0.42**
2017:	\$0.44**
2018:	\$0.47**
2019:	\$0.50**

\*\* If Programmer obtains the right to distribute (i) MLB Jewel Events (e.g., Home Run Derby exhibitions, All-Star Game exhibitions), (ii) any post-season MLB game(s), including, without limitation any so-called "Play-In" games, or (iii) on an exclusive basis, any regular season MLB games (as applicable, the "**Additional Programming**"), then Programmer may offer to Affiliate, on a surcharge basis (the "**Offer**"), the right to distribute any such Additional Programming. The Offer will set forth the Additional Programming to be offered and the related increase in the License Fee (the "**Surcharge**"). Affiliate may elect to either accept or reject such Offer, by written notice to Programmer within thirty (30) days after receipt of such Offer. If Affiliate does not, within thirty (30) days after receipt of such Offer, provide Programmer with written notice of its acceptance of such Offer, Affiliate will be deemed to have rejected such Offer. If Affiliate accepts such Offer, Affiliate will carry the Additional Programming that was the subject of such Offer as part of the Service, and the License Fee will be increased by the Surcharge commencing as of the date of Programmer's Offer and continuing throughout the Term hereof. If Affiliate does not accept such Offer, Affiliate will distribute substitute programming provided by Programmer (at Programmer's expense) in lieu of the Additional Programming and without the Surcharge. For clarification, the monthly License Fees shall be

payable to Programmer for all Service Subscribers irrespective of whether Affiliate actually collects and/or receives payment for each Service Subscriber. Any amounts that are not subject to a bona fide dispute by Affiliate and not paid by Affiliate after (i) the date payment is due pursuant to the first sentence of Section 2.1 and (ii) ten (10) days after Affiliate's receipt of written notice from Programmer of such failure by Affiliate, shall accrue interest at the rate of twelve percent (12%) per annum or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid. Affiliate shall be liable for all reasonable out-of-pocket costs and expenses incurred by Programmer in collecting any past due payments not subject to a bona fide dispute by Affiliate (including, without limitation, reasonable out-of-pocket court costs, attorneys' fees and collection agency costs); provided that such costs shall not exceed the amount of the principal.

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

SECTION 1: The General Manager is hereby authorized to enter into the 'Affiliation Agreement' between The MLB Network, LLC and Municipality to enable Municipality to obtain continued access to MLB Network cable programming content via this agreement.

I move the adoption of the foregoing resolution.

MOTION by Commissioner

JERRI COLE

Supported by Commissioner

LESLIE LUPO

YEAS

COMMISSIONER

NAYS

✓

JIM FRANZKE

✓

MIKE SADOWSKI

✓

LESLIE LUPO

✓

FRED DELANEY

✓

JERRI COLE

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James S. Figurelli  
President

By:

[Signature]  
Secretary

## AFFILIATION AGREEMENT

AGREEMENT, made as of November 20, 2013, by and between THE MLB NETWORK, LLC, a Delaware limited liability company ("**Programmer**"), and WYANDOTTE MUNICIPAL SERVICES ("**Affiliate**").

**WHEREAS**, Affiliate has one or more cable television systems in North America and desires to obtain the rights to distribute the Service (as defined in Section 1.3.1 below) via the Affiliate Systems (as defined in Section 1.2.2 below) in the fifty (50) United States and the District of Columbia (the "**Territory**").

**NOW, THEREFORE**, PROGRAMMER AND AFFILIATE, INTENDING TO BE LEGALLY BOUND, MUTUALLY AGREE AS FOLLOWS:

1. Term; Grant of Rights.

1.1.1 Term; Effective Date. The term of this Agreement shall be for the period commencing on January 1, 2014 (the "**Effective Date**") and ending on July 1, 2019 (the "**Term**").

1.1.2 Initial Distribution Agreement. Reference is hereby made to that certain Affiliation Agreement between Affiliate and Programmer, dated as of March 4, 2011, for the distribution of the MLB Network (the "**Initial Distribution Agreement**"). For the avoidance of doubt, any and all terms, conditions and obligations set forth in the Initial Distribution Agreement shall remain in effect up to and including December 31, 2013, except for those terms, conditions and obligations that survive the Term (as defined in the Initial Distribution Agreement) thereof including, without limitation, Affiliate's payment obligations to Programmer thereunder which shall remain in effect until fully satisfied by Affiliate.

1.2 Distribution; Certain Definitions.

1.2.1 Distribution Rights. Subject to the terms and conditions contained herein, Programmer hereby grants to Affiliate the non-exclusive right and obligation to distribute (and Affiliate hereby agrees to such right and obligation to distribute) the Service on a full time basis in the Territory via each Affiliate System(s) to Affiliate Subscribers (as defined in Section 1.2.2 below) during the Term hereof in accordance with all of the terms and conditions set forth herein including, without limitation, Section 4.1 below.

1.2.2 Certain Definitions. The term "**Affiliate Systems**" shall mean the facilities-based distribution systems currently and/or subsequently utilized by Affiliate (or any Affiliated Company (as defined below) of Affiliate) to deliver its most highly penetrated level of digital and/or analog multiple channel video programming services (and such other levels of digital and/or analog multiple channel video programming services as are necessary to meet the Distribution Commitment (as defined in Section 4.1 below)) to Affiliate Subscribers via cable television service to the extent such services are used to transmit multiple linear channels of video on a continuous basis to subscribers, but specifically excluding DBS, the Internet and other Interactive Media. Affiliate agrees that, at any point in time, in order to qualify as an Affiliate System under this Agreement at such time, such system must meet the following qualifications: (A) Affiliate or any Affiliated Company of Affiliate manages and/or makes programming decisions for such system and (B) Affiliate or any Affiliated Company, directly or indirectly, owns at least twenty-five percent (25%) of the equity in such system. "**Affiliate Subscribers**" shall mean those customers (both residential and non-residential) authorized by Affiliate to receive television service via the Affiliate Systems. "**Interactive Media**" shall mean the Internet, and any Network or medium of electronic communication now known or hereafter devised to the extent that the Network or medium uses Network Communications Protocol; provided that, Interactive Media shall not

include (i) over-the-air television broadcasts and (ii) one-way transmission of television via any medium other than the Internet. “**Internet**” shall mean the “Internet” as currently defined in the Communications Act of 1934, as amended, or any other network(s) commonly referred to as the “Internet”, including the World Wide Web. “**Network**” shall mean a group of computers and/or other electronic devices that are connected together. A Network can involve permanent connections, such as cables (e.g., wire and fiber-optic connections), or temporary connections such as those made through telephone and wireless (e.g., radio, cellular, infrared, and optical), or other communications links, whether now known or later developed. A Network can be as small as a local area network consisting of a few computers, printers, and other devices in a home or small business, or it can consist of many small and large computers distributed over a vast geographic area. Networks may also consist of data enabled cellular telephones and other handheld devices. “**Network Communications Protocol**” shall mean Internet Protocol, Wireless Application Protocol, Open Systems Interconnection protocol, and Systems Network Architecture protocol and any sets of rules or standards, now known or hereafter developed, designed to enable computers and other electronic devices to connect with one another and to exchange information through a Network and whose principal purpose is to provide access to customers or fans of the MLB Entities (other than MLB Entities’ employees or vendors). “**MLB Entities**” means, collectively, the Office of the Commissioner of Baseball (“**MLB**”), the Major League Baseball Clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., MLB Media Holdings, L.P., MLB Media Holdings, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, The MLB Network, Inc., MLB Network Holdings, LLC, The MLB Network International, LLC and each of their respective present and future affiliates, successors and assigns. As used herein, “**Affiliated Company(ies)**” shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity (and, in the case of Programmer, the term “Affiliated Companies” shall include the MLB clubs and other MLB Entities).

1.2.3 After Acquired Systems. If Affiliate or an Affiliated Company of Affiliate acquires an interest in (or acquires one or more systems of) another MVPD within the Territory at any time during the Term and such MVPD systems would qualify to be Affiliate Systems pursuant to the terms of Section 1.2.2, or if any such MVPD (or acquired MVPD system(s)) meets the following qualifications: (A) Affiliate or any Affiliated Company of Affiliate manages and/or makes programming decisions for such system or (B) Affiliate or any Affiliated Company, directly or indirectly, owns at least twenty-five percent (25%) of the equity in such system, then, at the request of Programmer, such MVPD (or acquired MVPD systems) shall, from and after the consummation of such acquisition, be included in the calculation of the carriage commitments for the Service pursuant to the terms of this Agreement, whether or not such other MVPD (or acquired systems) had an affiliation agreement with Programmer in effect prior to such acquisition, and, for the avoidance of doubt, (i) such MVPD’s distribution systems shall thereafter constitute Affiliate Systems and (ii) all television subscribers to such systems shall thereafter be deemed Affiliate Subscribers for purposes hereof (including without limitation for purposes of the provisions of Section 4.1 below) for so long as such systems qualify as Affiliate Systems. “**MVPD**” means any entity that transmits complete and continuous signals of multiple linear television networks and/or stations to consumers who pay a periodic fee to receive such network and station signals (e.g., not a per program, per minute or similar usage fee), including, but not limited to, cable operators, multichannel multipoint distribution services, direct broadcast satellite services, television receive-only satellite program distributors and telephone company fiber line television services, but excluding standard over-the-air broadcast television stations (analog or digital).

### 1.3 The Service.

1.3.1 The “**Service**” shall mean and consist of the national feed (based on the East coast time zone) of the programming service currently known as “The MLB Network” (or such other name as may be designated by Programmer from time to time) and shall also mean and consist of (x) any

Additional Feeds that are distributed hereunder, and (y) the HD Feed distributed in accordance with and subject to Section 4.2 below. The primary focus of the Service shall be programming related to Major League Baseball (including Major League Baseball games, history, teams, players, coaches and other personalities) and other baseball- or softball-related events and programming. The Service programming shall primarily consist of a combination of (i) live shows, entertainment and MLB library programming, shoulder programming and other news, information and event programming relating primarily to baseball (including Major League Baseball) and/or other sports, (ii) to the extent that Programmer obtains rights thereto and in Programmer's sole discretion, coverage of MLB games, and other baseball and/or softball games and events, (iii) to the extent Programmer obtains rights thereto, entertainment programming, scripted and unscripted, related to baseball and/or other sports, (iv) lifestyle programming related to baseball and/or other sports, (v) other sports-themed programming (e.g., sports trivia game shows, sports skills competition, sports-related home shopping programming, etc.), (vi) other programming consistent with the types of programming set forth above and/or (vii) "infomercials" and other paid programming (including, without limitation, non-sports home shopping programs and long form direct response advertising), provided that such paid programming shall not comprise more than six hours of programming on the Service per day up to a maximum of forty-two (42) hours of paid programming on the Service per calendar week, all presented on a 24-hour per day, 7 days a week schedule (and for clarity, the parties acknowledge that home shopping programs relating solely to sports (e.g., memorabilia) and in which the direct response aspect of the program is not the primary focus of the program, shall not be deemed to be "infomercials" or paid programming and accordingly shall not be subject to the scheduling restrictions set forth above). In addition, Programmer may (but is not under any obligation to) provide to Affiliate the following additional feeds (the "**Additional Feeds**"): (i) multiple feeds of the Service for different time zones and (ii) limited regional feeds in connection with the carriage of certain live, professional baseball games (e.g., MLB games, minor league games and Arizona Fall League games) (the "**Professional Baseball Games**") solely in certain portions of the Territory, which Professional Baseball Games shall be blacked out by Affiliate as set forth in Section 1.3.3 below. Subject to the final sentence of Section 1.7 below, Affiliate shall procure, at Affiliate's sole cost and expense, all Programmer approved customary equipment (e.g., receivers/decoders) necessary for each Affiliate System to receive the SD Feed and HD Feed of the Service hereunder and to effectuate the blackouts required herein, and Affiliate shall use customary reasonable care in maintaining any and all such equipment.

1.3.2 All rights and title in and to the entire contents of the Service, including, but not limited to, films and recordings thereof, title or titles, names, copyrights, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein shall, as between Programmer and Affiliate, remain vested in Programmer.

1.3.3 Affiliate acknowledges and agrees that (i) MLB games and events which are included in the Service programming may be subject to blackouts in such areas as Programmer may specify in accordance with Programmer's rights, as applied to Affiliate in a nondiscriminatory manner either (x) in the entire (or portions of the) home television territories of one or both of the participating MLB clubs, or (y) throughout the Territory other than in the home television territories of one or both of the participating MLB clubs (which may constitute the entire portion of the Territory in which Affiliate distributes the Service), and (ii) other non-MLB Professional Baseball Games and other non-MLB programming and events which are included in the Service programming may be subject to blackouts in such areas as Programmer may specify. Upon written notice from Programmer, Affiliate will cause such games, events and/or other programming to be made unavailable to Service Subscribers in the applicable areas specified by Programmer in writing. Programmer shall provide Affiliate with written notice of any such blackout (or the removal of any such blackout) not less than seventy-two (72) hours prior to the applicable game, event and/or program designating the applicable areas subject to the blackout (or its removal); provided that, in the event that Programmer provides less than seventy-two (72) hours prior notice of a blackout (or removal), Affiliate's sole obligation shall be to use commercially reasonable efforts to comply with such request (at no additional material out-of-pocket cost to Affiliate within and

subject to the technical limitations of the Affiliate System).

1.4 VBI. Affiliate shall pass through to all Service Subscribers the following material that may be contained in the bandwidth of the Service: (i) one (1) SAP for the programming being transmitted, (ii) NAB V-chip program content advisory materials for the programming being transmitted (iii) closed captioning, (iv) video descriptioning, (v) content/copy control data/information and watermarks, and (vi) all other data or information that the FCC requires Programmer to transmit at any time or that Programmer is otherwise required by Law (as defined in Section 5.1.1 below) to transmit at any time that is provided to Affiliate or Service Subscribers at no additional charge. Affiliate shall also pass through to all Service Subscribers Nielsen (or other audience measurement) ratings information, but only to the extent such ratings information is passed through by the Affiliate System; it being understood that Programmer shall be treated in a non-discriminatory manner relative to other advertiser-supported programming services distributed via the Affiliate Systems. Programmer retains and reserves any and all rights in and to all signal distribution capacity contained within the bandwidth of any signal of the Service, including, without limitation, the vertical blanking interval and/or its digital equivalent (the "VBI"), audio subcarriers, and all other distribution capacity contained within the bandwidth of any signal of the Service between Programmer's uplink facilities and the Affiliate Systems or Affiliate's other first downlink facilities.

1.5 League and Programming Restrictions. Affiliate acknowledges and agrees that this Agreement, and the rights granted by Programmer to Affiliate under this Agreement, are limited by, and subject to, all League Restrictions and all Programming Restrictions. As used herein, (i) "**League Restrictions**" means all limitations, covenants, standards and restrictions arising under (x) the constitution, bylaws, rules, regulations, policies, directives, agreements and restrictions of any applicable league, conference, association or individual athletic team, college or school (collectively, a "**League**") as any of the same may be amended, supplemented, restated, interpreted, enacted or entered into or enforced from time to time, (y) the terms and conditions of any existing or future contracts between Programmer and any League and/or (z) any action taken by the commissioner or other governing officer of any League, or any other person having authority delegated by the commissioner or other governing officer of any League (or by members, owners or governing regulations of a League) pursuant to any document, rules, regulations, policies, directives, agreements, restrictions or contracts referenced in clause (x) or (y) of this definition, and (ii) "**Programming Restrictions**" means all rights, programming, scheduling or other restrictions or limitations contained in agreements between Programmer and any entity which produces, provides or otherwise licenses programming which appears on the Service.

1.6 Reservation of Rights. All rights not expressly granted to Affiliate herein are hereby reserved by and to Programmer.

1.7 Feeds. Programmer shall have no obligation to deliver a standard definition feed ("SD Feed") of the Service if it does not produce an SD Feed. If Programmer does not deliver an SD Feed, Affiliate will have the right and obligation to "downconvert" the HD Feed (as defined below) to standard definition in a manner that does not result in a material degradation in the average viewer's perception thereof.

## 2. Reports and Payments.

2.1 Reports; Payments; Audit Rights. Within forty-five (45) days after the end of each month during the Term, Affiliate shall furnish Programmer a statement and an electronic copy containing the number of "**Service Subscribers**" (defined as Affiliate Subscribers authorized by Affiliate to receive the Service), as calculated by Affiliate as the average of the total number of Service Subscribers on the first and last day of the applicable month (the "**Monthly Subscriber Level**") together with payment of the License Fees in respect of such Service Subscribers, calculated pursuant to Section 2.2. Affiliate shall include the relevant information in respect of the calculation of any amounts due to

Programmer pursuant to this Agreement in the License Fee statements that it provides to Programmer hereunder (which shall include, without limitation, total Affiliate Subscribers, total Service Subscribers, total residential Affiliate Subscribers, total residential digital Affiliate Subscribers, total residential Service Subscribers, total residential digital Service Subscribers, the Distribution Commitment calculation (as set forth below), total Affiliate Subscribers receiving the HD Feed, and total high definition capable Service Subscribers not receiving the HD Feed). Affiliate acknowledges that provision of any and all information as set forth in the immediately preceding sentence is a material obligation to Programmer and failure to perform Affiliates obligation would be considered a material breach of this Agreement for which, among other remedies, Programmer would have a right to seek specific performance as set forth in Section 14 hereof. At Programmer's request, Affiliate shall permit Programmer's independent representatives to review, during the Term (no more than once each calendar year) and for one (1) year and on a one-time basis after the end of the Term, such Affiliate Subscriber records as required for the sole purpose of verifying such statements at reasonable times, upon reasonable advance written notice and during normal business hours at Affiliate's offices. Such review shall be at Programmer's sole cost and expense, unless such review reveals an underpayment of more than five percent (5%) of License Fees due during the audited period, in which case, Affiliate shall reimburse Programmer the reasonable cost of such audit and shall promptly make payment of any fees due and owing, provided Affiliate does not have a bona fide dispute with the audit findings. Affiliate shall keep accurate and complete reports and records of billings, carriage levels, interruptions or other failure(s) in the delivery of the Service and all other records for each Affiliate System substantiating the information to be reported to Programmer hereunder. Programmer or its agent may extract and/or make copies of all such reports and records and all accounting systems with respect thereto.

2.2 License Fees. As full and complete compensation for Affiliate's right to distribute the Service, Affiliate shall pay to Programmer, on a monthly basis, for each Service Subscriber receiving the Service from Affiliate for such month, a "License Fee" determined pursuant to Programmer's rate card for the Service set forth in Exhibit A attached hereto.

3. Avails. Programmer shall make two (2) minutes per hour available in the schedule of the Service (such available time defined as "**Avails**") for commercial or other announcements to be used by Affiliate or by third parties identified by Affiliate, and shall provide Affiliate with reasonable advance notice thereof. The Avail time shall be provided in one-minute increments and approximately evenly distributed throughout each hour, provided that the foregoing restriction shall not apply to infomercials and other paid programming aired by Programmer. Affiliate shall insert its authorized commercial or other announcements only in the positions and at the times which Programmer designates via cue tones and without interruption of any program of the Service. Affiliate shall be solely responsible for all materials inserted by Affiliate within the Service, and, subject to Section 8, shall fully indemnify and hold the Programmer Indemnitees (as defined in Section 8.2) harmless from and against any and all claims and costs arising out of or related to the content of Affiliate's Avails pursuant to this Section 3. Affiliate agrees that it shall not provide any commercial or other announcements which do not comply with (i) applicable Law or governmental codes or (ii) Programmer's reasonable policies and practices (including, without limitation, the MLB Advertising Guidelines provided to Affiliate by Programmer from time to time, which Advertising Guidelines may include (x) provisions relating to prohibitions against advertising in certain categories (e.g., gambling and other "sin" brands), and (y) a reasonably limited number of exclusive categories of which Affiliate is provided reasonable notice). Affiliate further agrees that it shall not insert any commercials, promotions, advertising or messages on the Service that (i) target another distributor's subscribers by expressly referencing such other distributor, or (ii) explicitly solicits any other distributor's subscribers (as opposed to DBS or telco subscribers more generally) to switch to an Affiliate System (or another system affiliated with Affiliate).



4. Packaging; HD Feed; Channel Placement.

4.1 Packaging and Distribution. As of the Effective Date, and continuously thereafter throughout the Term, Affiliate shall maintain distribution of the standard definition feed of the Service (a) on Affiliate's "digital basic" level of service (i.e., Affiliate's most highly penetrated level of digital service(s) in all Affiliate Systems) which, as of the Effective Date, Affiliate confirms is the "Digital Basic" level of service in all Affiliate Systems, and (b) in any event (i) to at least ninety percent (90%) of Affiliate's residential digital subscribers in the Territory (i.e., any residential subscriber with a digital set-top box) and (ii) to at least forty-two percent (42%) of all Affiliate Subscribers in the Territory (including to at least forty-two percent (42%) of all residential Affiliate Subscribers in the Territory) ((a) and (b) are collectively referred to herein as the "**Distribution Commitment**"). Affiliate shall not, except for good faith business reasons not specific to the Service, eliminate or materially reconfigure the "Digital Basic" level of service in an Affiliate System. If Affiliate, for good faith business reasons not specific to the Service, eliminates the "Digital Basic" package or materially reconfigures the "Digital Basic" package in an Affiliate System, then for purposes of the Distribution Commitment, the "Digital Basic" package shall be the tier or tiers (or level or levels) of service that most closely approximates the "Digital Basic" package prior to Affiliate's elimination or reconfiguration in such Affiliate System provided that in all events the Service shall be carried on Affiliate's most highly penetrated level of digital service(s) in all Affiliate Systems. Affiliate shall not discontinue carriage of the Service on any Affiliate System once launched on such Affiliate System in accordance with the terms of this Agreement, and Affiliate shall not reposition the Service to any less widely penetrated level or tier of video programming services on any Affiliate System. Affiliate acknowledges that the Distribution Commitment is a material inducement to Programmer entering into this Agreement and failure to meet and maintain such Distribution Commitment would be considered a material breach of this Agreement for which, among other remedies, Programmer would have a right to seek specific performance as set forth in Section 14 hereof. Affiliate shall distribute the Service as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any intentional and willful editing, delays, alterations, interruptions, deletions or additions. Affiliate shall not superimpose any material onto the signal of the Service or otherwise override or interrupt any Service programming, including any "shrinking" or "squeezeback" of any Service programming so as to juxtapose video, audio or textual material of any kind. Affiliate shall not transmit any material that is intended to be viewed contemporaneously with any Service programming.

4.2 High Definition Feed. As of the Effective Date, and continuously thereafter throughout the Term, Affiliate shall distribute Programmer's 24/7 high definition format ("**HD**") feed of the Service (such feed (which may include both standard definition and high definition programming), the "**HD Feed**") on a separate 24/7 dedicated channel to each of the subscribers that (x) have the equipment necessary to receive programming from Affiliate in a high definition format and (y) receive the standard definition feed of the Service (and, without limiting the terms of Section 4.3 below, Affiliate shall meaningfully consult with Programmer as to the location of such channel). Any reference herein to the Distribution Commitment shall be deemed to include Affiliate's required distribution of the HD Feed as provided in this Section 4.2.

4.3 Channel Placement. Affiliate shall exhibit (a) the Service on a channel that is in the neighborhood (i.e., within five channels) of the primary ESPN channels (i.e., ESPN and ESPN2) that are carried by Affiliate and (b) the HD Feed on a channel that is in the neighborhood (i.e., within five channels) of the primary ESPN high definition channels (i.e., ESPNHD and ESPN2HD) that are carried by Affiliate. Affiliate may change the position of the Service and the HD Feed during the Term if it undertakes a reconfiguration of its channel lineup, provided that the Service remains in the neighborhood of the primary ESPN channels that are carried by Affiliate and the HD Feed remains in the neighborhood of the primary ESPN high definition channels.

5. Representations, Warranties and Covenants.

5.1 By Affiliate. Affiliate warrants, represents and covenants to Programmer that it:

5.1.1 is in compliance with and will comply with all material Laws (as defined below) with respect to its rights and obligations under this Agreement, including, without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto. As used herein, "**Law**" shall mean any FCC and any other governmental (whether international, federal, state, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court order;

5.1.2 has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and, once executed, this Agreement shall constitute a legal, valid and binding obligation of Affiliate enforceable in accordance with its terms;

5.1.3 shall distribute the Service in the Territory (and only in the Territory) in accordance with and subject to the terms and conditions set forth in this Agreement;

5.1.4 shall not, without Programmer's prior written consent, knowingly authorize or cause or knowingly permit any portion of the Service to be recorded, duplicated, cablecast, exhibited or otherwise used (except on a home or personal device for private, noncommercial use) for any purpose other than for distribution by Affiliate at the time the same is made available; and shall use commercially reasonable efforts to employ adequate security systems to prevent theft and/or unauthorized exhibition of the Service;

5.1.5 shall not, without Programmer's prior written consent, use the names, marks, titles or logos of the Service or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof ("**Programmer Property**"), for any purpose, except that use of the name, mark or logo for "The MLB Network" (or such other channel name as may be designated by Programmer) in routine promotional materials such as program guides, program listings and bill stuffers shall be deemed approved unless Programmer specifically notifies Affiliate to the contrary (and, in the event of such notification by Programmer, Affiliate shall immediately cease the applicable use of name, mark or logo for "The MLB Network" (or such other channel name as may be designated by Programmer)), and provided that such name, mark or logo is portrayed consistent with guidelines from time to time provided by Programmer. Affiliate acknowledges it will not obtain any rights or interests in the Programmer Property by any use thereof. All use of the Programmer Property shall be accompanied by the appropriate trademark notice ((R) or TM). Absolutely no rights for contests or sweepstakes involving MLB games or other MLB-related consumer or sales promotions, with or without the use of any Programmer Property, are conveyed by this Agreement to Affiliate and Affiliate shall not engage in any such commercial activities without the prior written approval of Programmer. Upon expiration or termination of this Agreement, Affiliate shall cease using the Programmer Property. No rights for the use of Programmer Property via Interactive Media are granted pursuant to this Agreement, except with respect to uses of the Programmer Property in program listings on Affiliate's primary website;

5.1.6 has obtained, and shall maintain in full force during the Term hereof, such international, federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement; and

5.1.7 shall, subject to the terms and conditions hereof, promote and market the Service among Affiliate Subscribers and potential subscribers with efforts comparable (in both quantity and quality) to Affiliate's promotion and marketing of other single sport or League-branded networks

(taking into account any consideration provided by such other networks).

5.2 By Programmer. Programmer warrants, represents and covenants to Affiliate that:

5.2.1 it is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as such Law may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto;

5.2.2 it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

5.2.3 it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement; and

5.2.4 it shall not, without Affiliate's prior written approval, use Affiliate's name or logo or any other works owned or controlled by Affiliate (and its Affiliated Companies), except that use of Affiliate's name, marks or logos in compliance with Affiliate's guidelines in routine promotional materials identifying Affiliate as a distributor of the Service shall be deemed approved unless Affiliate specifically notifies Programmer to the contrary and, in the event of such notification by Affiliate, Programmer shall immediately cease the applicable use of the applicable name, mark and/or logo.

## 6. Termination.

6.1 Termination for Breach, Bankruptcy, Discontinuance of Business. Without limiting any other rights or remedies available to the applicable party under this Agreement, in equity, at law or otherwise, this Agreement may be terminated by either party (the "**Affected Party**"), in its discretion, at any time after any of the following occurrences with respect to the other party (the "**Other Party**"): (a) any breach of any representation, warranty or covenant made herein or, subject to Force Majeure, the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party; (b) the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or (c) if Affiliate discontinues operation of all Affiliate Systems, or Programmer discontinues operation and distribution of the Service.

6.2 Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, as the case may be, to transmit or distribute the Service or perform its obligations hereunder if such failure is due to any failure or degradation in performance of Programmer's delivery source or any direct broadcast satellite(s) or transponders on such satellites (as applicable) or of the Affiliate Systems (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate,

any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a “**Force Majeure**”), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance; provided, however, that (x) subject to clause (y) below, the party affected by such Force Majeure event shall begin or resume performance as soon as reasonably practicable after such event has abated, and (y) if Affiliate determines in its sole but reasonable discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to Affiliate’s transmission facilities and so notifies Programmer, then either party may terminate this Agreement effective upon written notice to the other party.

6.3 Survival. Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including, without limitation, those set forth in Sections 2.1, 2.2, 5, 8, 9, 11 and 13, which shall have accrued (or in the case of Section 8, relate to an event that occurred) on or prior to the date of such termination.

7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

#### 8. Indemnification.

8.1 By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), and the directors, officers, contractors, distributors, employees and agents of Affiliate and such Affiliated Companies (collectively, the “**Affiliate Indemnitees**”) from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ and experts’ fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of (i) Programmer’s breach of any provision of this Agreement, (ii) Service programming supplied by Programmer pursuant to (and distributed by Affiliate in compliance with) this Agreement and (iii) the distribution by Affiliate in compliance with this Agreement of any programming on the Service (excluding Affiliate’s insertion of commercial or other announcements pursuant to Section 3 hereof) that violates or requires payment for use or performance of any copyright, right of privacy or literary, music performance, dramatic or other intellectual property right.

8.2 By Affiliate. Affiliate shall indemnify, defend and hold harmless each of Programmer, its Affiliated Companies, Programmer’s contractors, subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the “**Programmer Indemnitees**”) from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ and experts’ fees) incurred in connection with any claim against the Programmer Indemnitees arising out of (i) Affiliate’s breach (or alleged breach solely with respect to third party claims) of any provision of this Agreement, (ii) the distribution by Affiliate of the Service, including the insertion of commercial or other announcements pursuant to Section 3 hereof (except with respect to claims relating to the content of the Service for which Programmer is solely responsible pursuant to Section 8.1(ii)) and (iii) any other data or materials, including advertising or promotional copy, supplied or used by Affiliate (except with respect to materials supplied by Programmer and distributed by Affiliate in accordance with this Agreement). In addition, Affiliate shall pay and hold Programmer harmless from any federal, state or local taxes or fees, including any fees payable to local

franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

8.3 Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder with respect to claims that arise or events that occur prior to the expiration or termination of the Term of this Agreement.

9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, postage prepaid and return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth below or as otherwise designated by written notice.

Notice to Programmer shall be provided as follows:

The MLB Network, LLC  
One MLB Network Plaza  
40 Hartz Way, Suite 10  
Secaucus, NJ 07094  
Attention: Executive Vice President  
cc: Vice President, Affiliate Distribution, Sales & Marketing  
Fax: (201) 601-4736

Notice to Affiliate shall be provided as follows:

Wyandotte Municipal Services  
3005 Biddle Avenue  
Wyandotte, MI 48192  
Attention: Melanie McCoy, General Manager  
Fax: (734) 324-7119  
E-mail: \_\_\_\_\_

Notice given by hand shall be considered to have been given on the date delivered or, if delivery is refused, as of the date presented. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified mail (return receipt requested). Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

10. Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, except that it may not be assigned by transfer, by operation of law or otherwise, without the prior written consent of the non-transferring party, which shall not be unreasonably withheld; provided, however, that Programmer may assign this Agreement to any MLB Entities.

11. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed therein, except to the extent that the parties' respective rights and obligations are subject to mandatory local, state and federal laws or regulations. The parties hereby agree that the jurisdiction of, and the venue of, any action brought by either party shall be in a state or federal district court sitting in New York, New York and both parties hereby agree to waive any right to contest such jurisdiction and venue.

12. Entire Agreement. This Agreement, of which the Exhibits attached hereto form an integral part, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter

hereof. This Agreement shall not be modified other than in a writing, signed by each of the parties hereto.

13. Confidentiality. The parties agree that they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files or any proprietary or subscriber information provided by one party to the other party (the "**Confidential Information**"), and that they have not and will not reveal the same to any persons not employed by the other party except: (A) at the written direction of the other party; (B) to the extent necessary to comply with the law or the order of a court of competent jurisdiction or in connection with any arbitration proceeding, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information; (C) in order to enforce any of its rights pursuant to this Agreement; (D) to investors or potential investors, insurers, financing entities; (E) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party; or (F) in the case of Programmer, (i) to the extent necessary to allow Programmer to comply with any provision contained in other affiliation and content distribution agreements, (ii) to the MLB Clubs and/or the Major League Baseball Players Association, or (iii) with respect to subscriber information only, for legitimate business purposes in the ordinary course of business (including, without limitation, marketing and demographics).

14. Waiver; Severability; Injunctive Relief. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. Programmer and Affiliate hereby acknowledge and agree that their rights under this Agreement are special and unique, and that the other party would not be adequately compensated by the payment of money damages in the event of a failure to comply with any of such requirements. Programmer and Affiliate further agree and stipulate that, if either party fails to comply with any of the requirements imposed hereunder, the other party shall be entitled to commence an action seeking injunctive relief as a remedy for such breach, without the necessity of having to post a bond; and notwithstanding the foregoing, neither party waives any of its rights or remedies available at law or in equity including, without limitation, the right to seek specific performance as a remedy for breach of this Agreement.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing or other electronic delivery by each party of a signed signature page thereof to the other party. If such faxing occurs, the parties agree that they will each also promptly post, via express courier, a fully executed original counterpart of the Agreement to the other party.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**WYANDOTTE MUNICIPAL SERVICES**

By: \_\_\_\_\_  
Name: Rod Lesko  
Title: General Manager

**THE MLB NETWORK, LLC**

By: \_\_\_\_\_  
Name: Brent Fisher  
Title: Vice President, Affiliate Distribution, Sales & Marketing

*Approved - Form  
William R. Fook*

## EXHIBIT A

### PROGRAMMER'S RATE CARD

<u>Time Period</u>	<u>Monthly Per Service Subscriber License Fee</u>
2014:	\$0.37**
2015:	\$0.39**
2016:	\$0.42**
2017:	\$0.44**
2018:	\$0.47**
2019:	\$0.50**

\*\* If Programmer obtains the right to distribute (i) MLB Jewel Events (e.g., Home Run Derby exhibitions, All-Star Game exhibitions), (ii) any post-season MLB game(s), including, without limitation any so-called "Play-In" games, or (iii) on an exclusive basis, any regular season MLB games (as applicable, the "**Additional Programming**"), then Programmer may offer to Affiliate, on a surcharge basis (the "**Offer**"), the right to distribute any such Additional Programming. The Offer will set forth the Additional Programming to be offered and the related increase in the License Fee (the "**Surcharge**"). Affiliate may elect to either accept or reject such Offer, by written notice to Programmer within thirty (30) days after receipt of such Offer. If Affiliate does not, within thirty (30) days after receipt of such Offer, provide Programmer with written notice of its acceptance of such Offer, Affiliate will be deemed to have rejected such Offer. If Affiliate accepts such Offer, Affiliate will carry the Additional Programming that was the subject of such Offer as part of the Service, and the License Fee will be increased by the Surcharge commencing as of the date of Programmer's Offer and continuing throughout the Term hereof. If Affiliate does not accept such Offer, Affiliate will distribute substitute programming provided by Programmer (at Programmer's expense) in lieu of the Additional Programming and without the Surcharge. For clarification, the monthly License Fees shall be payable to Programmer for all Service Subscribers irrespective of whether Affiliate actually collects and/or receives payment for each Service Subscriber. Any amounts that are not subject to a bona fide dispute by Affiliate and not paid by Affiliate after (i) the date payment is due pursuant to the first sentence of Section 2.1 and (ii) ten (10) days after Affiliate's receipt of written notice from Programmer of such failure by Affiliate, shall accrue interest at the rate of twelve percent (12%) per annum or at the highest lawful rate, whichever shall be the lesser, from the date such amounts were due until they are paid. Affiliate shall be liable for all reasonable out-of-pocket costs and expenses incurred by Programmer in collecting any past due payments not subject to a bona fide dispute by Affiliate (including, without limitation, reasonable out-of-pocket court costs, attorneys' fees and collection agency costs); provided that such costs shall not exceed the amount of the principal.



	Budgeted Subscribers	Current Projected Subscribers	Old Rate	New Rate	MLB Royalty 1st 3 Months FY	MLB Royalty Last 9 Months FY	Projected 2014 FY Expenses
MLB Network	3320	3320	0.300000	0.370000	2,988.00	11,055.60	14,043.60

Total Projected 2014 FY Expenses 14,043.60

Budgeted 2014 FY Expenses as approved 12,550.00

Increased(+)/Decreased (-) Expenses - 2014 FY 1,493.60

Increased(+)/Decreased (-) Revenue - 2014 FY -

Projected Increase(+)/Decrease(-) Net Income (1,493.60)

	Overall Cable Budget Original		Annualized MLB Network		Annualized Per Sub	Lost Subs	Annualized Lost Rev	
FY14 Budgeted Digital Sales	\$	487,641.60	100%	\$ 17,647.19	\$	5.32	0	\$ -
FY14 Budgeted Digital Royalties	\$	346,791.94	71%	12,550.00	\$	3.78		
FY14 Budgeted Digital Margin	\$	140,849.66	29%	\$ 5,097.19	29%	\$ 1.54	29%	

**MLB Network Agreement  
Programming Agreement Renewal Rate Comparison**

<u>NETWORK</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
	<b>Current Agreement</b>			<b>Renewal Agreement</b>					
MLB Network	\$0.27000	\$0.29000	\$0.30000	\$0.37000	\$0.39000	\$0.42000	\$0.44000	\$0.47000	\$0.50000
% CHANGE		7.41%	3.45%	23.33%	5.41%	7.69%	4.76%	6.82%	6.38%

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

MEETING DATE: January 6, 2014

AGENDA ITEM #

3

**ITEM:** AMENDMENT OF *FEARnet* LINEAR AND VOD TERM SHEET

**PRESENTER:** Steve Timcoe, Superintendent Telecommunications

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko, General Manager

**BACKGROUND:** Wyandotte Municipal Services entered into agreement with Horror Entertainment, LLC, for carriage of FEARnet cable linear and VOD programming, effective March 1, 2011 which expires on December 31, 2013 temporarily extended through January 31, 2014. An amendment to this agreement would allow WMS continued carriage of FEARnet linear and VOD programming and is available with reasonable terms and conditions extending the agreement to December 31, 2016.

**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 Amendment of FEARnet Linear and VOD Term Sheet as recommended by WMS Management.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Projected Increase/(Decrease) in net income = \$124.41. The projected annual programming royalty expense is \$8,079.24.

**IMPLEMENTATION PLAN:** Execute 'Amendment of FEARnet Linear and VOD Term Sheet'. Obtain confirmation of execution from Horror Entertainment, LLC, print and place on file as record of officially executed document.

**COMMISSION RECOMMENDATION:** Amendment of FEARnet Linear and VOD Term Sheet was approved by the Municipal Services Commission at the December 18, 2013 Municipal Services Commission meeting.

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** Approved to Form – William R. Look, Attorney.

**MAYOR'S RECOMMENDATION:**

### LIST OF ATTACHMENTS

- WMS Resolution 12-2013-02 Amendment of FEARnet Linear and VOD Term Sheet
- Amendment of FEARnet Linear and VOD Term Sheet.
- Projected Expense and impact on net income
- Historical and Prospective Rate Comparison

### MODEL RESOLUTION:

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

A Resolution approving the Amendment of FEARnet Linear and VOD Term Sheet as recommended by the Department of Municipal Services – Cable Telecommunications Department to authorize the WMS General Manager to execute the Amendment of FEARnet and VOD Term Sheet as recommended by WMS Management for increases in programming royalties per subscriber as follows:

- 1/1/14 - \$ 0.2222/subscriber
- 1/1/15 - \$ + CPI increase /subscriber\*
- 1/1/16 - \$ + CPI increase /subscriber\*

\* “CPI Increase” means, with respect to any calendar year, one plus the positive percentage increase, if any, in the Consumer Price Index (Urban, U.S. City Average of “All Items,” as published by the Bureau of Labor Statistics of the United States Department of Labor) over the 12-month period ending with October of the immediately preceding calendar year.

Forecasted impact on FY14 budget, increase in income of approximately \$124.

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

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

MEETING DATE: 12/4/2013

RESOLUTION # 12-2013-02

**ITEM: AMENDMENT OF FEARnet LINEAR AND VOD TERM SHEET**

**PRESENTER:** Steve Timcoe 

**INDIVIDUALS CONSULTED:** Rod Lesko, Paul LaManes 

**BACKGROUND:** Wyandotte Municipal Services entered into agreement with Horror Entertainment, LLC, for carriage of FEARnet cable linear and VOD programming, effective March 1, 2011 which expires on December 31, 2013. An amendment to this agreement that would allow WMS continued carriage of FEARnet linear and VOD programming and is available with reasonable terms and conditions extending the agreement to December 31, 2016.

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

**ACTION REQUESTED:** Authorize the General Manager to execute the Amendment of the FEARnet Linear and VOD Term Sheet as recommended by WMS Management that extends the programming agreement through December 31, 2016 at a per subscriber rate beginning at \$ 0.22 and increased annually beginning at January 1, 2014 by the CPI-All Items increase. The forecasted annual royalties for this service for FY14 are \$ 8,079.24 based on an estimated HD subscriber base of 3,005.

**BUDGET IMPLICATIONS:** Projected Increase(+)/Decrease(-) Net Income = \$124.41. See attached Projected Expense/Revenue +/-.

**IMPLEMENTATION PLAN:** Execute 'Amendment of FEARnet Linear and VOD Term Sheet'. Obtain confirmation of execution from Horror Entertainment, LLC, print and place on file as record of officially executed document.

**MAYOR'S RECOMMENDATION:** 

**CITY ADMINISTRATOR REVIEW:** 

**LEGAL COUNSEL REVIEW:** Completed, signature on pg. 2 of "Amendment of FEARnet Linear and VOD Term Sheet".

**LIST OF ATTACHMENTS**

- Amendment of FEARnet Linear and VOD Term Sheet
- Projected Expense/Revenue +/-
- Rate Comparison

**MODEL RESOLUTION:**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CABLE TELEVISION SYSTEM 'AMENDMENT OF FEARNET LINEAR AND VOD TERM SHEET' FOR CONTINUED ACCESS TO LINEAR AND VOD PROGRAMMING CONTENT OFFERED BY FEARNET.**

**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 currently carries FEARNET linear and VOD programming, and**

**WHEREAS, Wyandotte Municipal Services desires to continue carrying FEARNET linear and VOD programming; and**

**WHEREAS, Wyandotte Municipal Services is interested in entering into the 'Amendment of FEARNET Linear and VOD Term Sheet' for continued access to FEARNET linear and VOD programming content and is agreeable to the terms and conditions offered by Horror Entertainment, LLC,**

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

**SECTION 1: The General Manager is hereby authorized to enter into the 'Amendment of FEARNET Linear and VOD Term Sheet' between Horror Entertainment, LLC and Municipality to enable Municipality to obtain continued access to FEARNET linear and VOD cable programming content via this amendment.**

**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 DELISLE

Supported by Commissioner

JERRI COLE

YEAS

COMMISSIONER

NAYS

✓

JIM FIGUREL

AME SADOWSKI

✓

LESLIE LUPD

✓

FRED DELISLE

✓

JERRI COLE

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James A. Figueroa  
President

By:

[Signature]  
Secretary

**VIA FEDERAL EXPRESS AND FACSIMILE**

September 4, 2013

Wyandotte Municipal Services  
3005 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Steve Timcoe  
Fax Number: (734) 324-7119

Re: **Amendment of *FEARnet* Linear and VOD Term Sheet**

Dear Steve:

Reference is made to that certain Linear and VOD Term Sheet effective March 1, 2011 (the "Agreement") by and among **Wyandotte Municipal Services** ("Affiliate") and **Horror Entertainment, LLC**, ("Network") for the distribution of the Service (i.e., the *FEARnet* Linear Service and VOD Service) on Affiliate's Systems. All capitalized terms used in this extension letter, but not otherwise defined herein, shall have the meanings assigned to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended, effective as of January 1, 2014, as follows:

1. The Term of the Agreement shall be extended through December 31, 2016.
2. The License Fees per Service Subscriber per month shall be \$0.22 through December 31, 2013, which amount shall be increased beginning on January 1, 2014 and each January 1 thereafter throughout the Term by multiplying the License Fee per Service Subscriber from the prior calendar year by the CPI Increase. "CPI Increase" means, with respect to any calendar year, one plus the positive percentage increase, if any, in the Consumer Price Index (Urban, U.S. City Average of "All Items," as published by the Bureau of Labor Statistics of the United States Department of Labor) over the 12-month period ending with October of the immediately preceding calendar year.
3. If, at any time during the Term, Network enters into an agreement with The National Cable Television Cooperative (the "NCTC", and such agreement an "NCTC Agreement") and the NCTC Agreement expressly permits qualifying NCTC members to elect to be governed by the terms of the NCTC Agreement and, if applicable, terminate any existing agreement(s) between Network and such member upon such member's election to opt-in to such NCTC Agreement, then, upon Affiliate's 60-day advance written notice to Network of Affiliate's intent to opt-in to the NCTC Agreement (the "Affiliate Election Notice"), this Agreement shall be deemed terminated as of the effective date of Affiliate's opt-in to the NCTC Agreement (the "Opt-In Date"). As of such Opt-In Date, Affiliate shall continue distributing the Service under such NCTC Agreement; provided that Affiliate shall remain liable for License Fees pursuant to this Agreement for the period ending on such Opt-In Date.

CC: General Counsel



4. Except as otherwise set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

Please indicate your agreement to the foregoing by signing in the space indicated below and returning the counter-signed letter to me.

Sincerely,

**HORROR ENTERTAINMENT, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**WYANDOTTE MUNICIPAL SERVICES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Approved AS TO FORM  
William A. Lee*

Total Projected 2014 FY Expenses	8,025.47
Budgeted 2014 FY Expenses as approved	8,203.65
Increased(+)/Decreased (-) Expenses - 2014 FY	(178.18)
Increased(+)/Decreased (-) Revenue - 2014 FY	
Projected Increase(+)/Decrease(-) Net Income	178.18

FY14 Budgeted HD Sales  
FY14 Budgeted HD Royalties  
FY14 Budgeted HD Margin

**FEARnet Agreement**  
**Programming Agreement Renewal Rate Comparison**

	<b>Current Agreement</b>			<b>Renewal Agreement</b>		
<u>NETWORK</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>*2014</u>	<u>*2015</u>	<u>*2016</u>

FEARnet	\$0.20000	\$0.21000	\$0.22000		\$0.22540	\$0.23100	\$0.23670
% CHANGE		5.00%	4.76%		*2.47%	*2.47%	*2.47%

\* Note: 2014, 2015 & 2016 are CPI increases each January 1st as detailed and calculated in the amendment  
 Estimated increase based on 10yr CPI average = 2.47%

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

4

**MEETING DATE:** January 6, 2014

**AGENDA ITEM #**

**ITEM:** WMS Cable Retransmission Consent Rate Pass Thru Adjustment

**PRESENTER:** Steve Tinoco, Superintendent Telecommunications

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko, General Manager  
Paul LaManes, Assistant General Manager

**BACKGROUND:** In August 2011 a Cost of Service update & Telecommunications Utility Long Term Financial Projection was produced which contained a recommendation to itemize the Retransmission Consent Fees on utility bills and pass thru the actual costs incurred. As part of a rate adjustment resolution, this was approved by the WMS Commission. The intent is to pass thru the actual expense paid directly to local broadcast stations for the rights to retransmit their signals on our cable telecommunications system. The cost of retransmission fees will adjust on January 1, 2014 and as budgeted for in the FY2014 Cable Telecommunications budget this cost should be adjusted and passed thru. These stations include CBS, CW50, FOX, NBC, ABC & MY20(WMYD).

**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 implement the Retransmission Consent Rate Pass Thru Adjustment as recommended by WMS Management.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Projected Increase/(Decrease) Net Income = \$0.00. Adjustments were factored into FY2014 cable telecommunications budget resulting in net \$0.00 budget implication. The existing rate for 2013 was total \$3.37 per sub/per month. The rate for 2014 is total \$3.63 per sub/per month which results in a net increase of \$0.26 per sub/per month.

**IMPLEMENTATION PLAN:** Implement recommended changes effective January 1, 2014.

**COMMISSION RECOMMENDATION:** WMS Cable Telecommunications Retransmission Consent Rate Pass Thru Adjustment was approved by the Municipal Services Commission at the December 18, 2013 Municipal Services Commission meeting.

**CITY ADMINISTRATOR'S RECOMMENDATION:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS**

- WMS Resolution 12-2013-04 Retransmission Consent Rate Pass Thru Adjustment
- Historical and Prospective Rate Comparison

**MODEL RESOLUTION:**

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 Retransmission Consent Rate Pass Thru Adjustment as recommended by the Department of Municipal Services – Cable Telecommunications Department to authorize the WMS General Manager to implement the Retransmission Consent Rate Pass Thru Adjustment as recommended by WMS Management for increases in programming royalties per subscriber as follows:

<u>Station</u>	<u>Rate</u>
CBS / CW50	\$1.09
FOX	\$1.30
NBC	\$0.56
ABC	\$0.54
WMYD(MY20)	\$0.14

Forecasted impact on FY14 budget is net \$0.00 as adjustment was factored into the FY2014 Cable Telecommunications Budget.

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


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

MEETING DATE: 12/18/2013

RESOLUTION # 12-2013-04

**ITEM:** WMS Cable Retransmission Consent Rate Pass Thru Adjustment

**PRESENTER:** Steve Timcoe 

**INDIVIDUALS CONSULTED:** Rod Lesko, Paul LaManes, Mike Pente 

**BACKGROUND:** In August 2011 a Cost of Service update & Telecommunications Utility Long Term Financial Projection was produced which contained a recommendation to itemize the Retransmission Consent Fees on utility bills and pass thru the actual costs incurred. As part of a rate adjustment resolution, this was approved by the WMS Commission. The intent is to pass thru the actual expense paid directly to local broadcast stations for the rights to retransmit their signals on our cable telecommunications system. The cost of retransmission fees will adjust on January 1, 2014 and as budgeted for in the FY2014 Cable Telecommunications budget this cost should be adjusted and passed thru. These stations include CBS, CW50, FOX, NBC, ABC & MY20(WMYD).

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

**ACTION REQUESTED:** Authorize the General Manager to allow for the adjustment of the Retransmission Consent Fees on the utility bill to reflect actual expenses incurred for retransmitting local broadcast television signals.

**BUDGET IMPLICATIONS:** None

**IMPLEMENTATION PLAN:** Notify customers of the adjustment to the Retransmission Consent Fees and pass through the actual costs incurred and paid directly to the local television broadcast providers.

**MAYOR'S RECOMMENDATION**

**CITY ADMINISTRATOR REVIEW**

**LEGAL COUNSEL REVIEW:** N/A

**LIST OF ATTACHMENTS**

- Historical Retransmission Consent Summary

**MODEL RESOLUTION:**

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ALLOW FOR THE ADJUSTMENT OF THE RETRANSMISSION CONSENT FEES ON THE UTILITY BILL TO REFLECT ACTUAL EXPENSES INCURRED FOR RETRANSMITTING LOCAL BROADCAST TELEVISION SIGNALS.

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 retransmission consent fee adjustments are necessary to ensure the fiscal health of WMS cable telecommunications department; and,

WHEREAS, Wyandotte Municipal Services management has recommended that the Retransmission Consent Fee expenses be passed thru via the Wyandotte Municipal Services-Telecommunications Utility Long Term Financial Projection-2012,

WHEREAS, the requested retransmission consent fee 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 allow for the adjustment of the Retransmission Consent Fees on the utility bill to reflect actual expenses incurred for retransmitting local broadcast television signals as follows for the following broadcast stations, per month, per subscriber, effective 1/1/2014.

<u>Station</u>	<u>Rate</u>
CBS / CW50	\$1.09
FOX	\$1.30
NBC	\$0.56
ABC	\$0.54
WMYD(MY20)	\$0.14

I move the adoption of the foregoing resolution.

MOTION by Commissioner

JERRY COLE

Supported by Commissioner

LESLIE LUPO

YEAS

COMMISSIONER

NAYS

✓

JIM FIAROSKI

MIKE SADAUSKI

✓

LESLIE LUPO

✓

FRED DELISLE

ADOPTED this

ATTEST:

✓

JERRY COLE

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

James S. Figueroa  
President

By:

[Signature]  
Secretary



### Historical Retransmission Consent Fee Comparisons & Totals

<u>NETWORK</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
CBS/CW50	\$0.00000	\$0.00000	\$0.00000	\$0.87000	\$0.98000	\$1.09000
% CHANGE					12.64%	11.22%
FOX	\$0.00000	\$0.00000	\$0.00000	\$1.15000	\$1.25000	\$1.30000
% CHANGE					8.70%	4.00%
NBC	\$0.15000	\$0.20000	\$0.25000	\$0.48000	\$0.51000	\$0.56000
% CHANGE		33.33%	25.00%	92.00%	6.25%	9.80%
ABC	\$0.19000	\$0.21000	\$0.23000	\$0.46000	\$0.50000	\$0.54000
% CHANGE		10.53%	9.52%	100.00%	8.70%	8.00%
WMYD (MY20)	\$0.10000	\$0.10000	\$0.10000	\$0.12000	\$0.13000	\$0.14000
% CHANGE		0.00%	0.00%	20.00%	8.33%	7.69%
<b>Total</b>	<b>\$0.44000</b>	<b>\$0.51000</b>	<b>\$0.58000</b>	<b>\$3.08000</b>	<b>\$3.37000</b>	<b>\$3.63000</b>

Note: The FCC Communications Act requires that a television station give its consent to a cable system to retransmit its signals. It also allows for compensation to be requested and negotiated for. The retrans agreements and compenstion requirements have directly caused the price of Basic Cable Television to have risen significantly.

# HEARING

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: January 6, 2014

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

**ITEM:** Commercial Redevelopment District – 3131-49 Biddle Avenue & Adjoining Property

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

### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, and a resolution adopted by the Mayor and Council on December 16, 2013, a public hearing has been scheduled on January 6, 2014, to consider establishing a Commercial Redevelopment District for the property at 3131-49 Biddle Avenue and the adjoining property to the south. The Act requires that the property owner initiate said action, so the Mayor and Council, on behalf of the City as the current property owner, is initiating the action requested by the prospective property owner, MJC Construction Management (see attachment).

For a “new construction project” as proposed for the site, the Act allows for a reduction in new Real property taxes (of approximately 45%-50%) for a period not to exceed 12 years to encourage redeveloping commercial property in a qualified downtown revitalization district. Land and personal property cannot be abated under the Act.

Establishing the District is the first step in the process. The next step, if the City and the Developer move forward with the project, involves the prospective property owner filing an application for a commercial facilities exemption certificate (CFEC), which is subject to approval by the Mayor and City Council. The application would include detailed information on the proposed use, construction activities, estimated costs, a construction time schedule, and economic advantages expected from the project.

**STRATEGIC PLAN/GOALS:** This action is consistent with the Goals and Objectives identified in the City of Wyandotte’s Strategic Plan 2010-2015 that identifies a commitment to: (1) downtown revitalization and an economic development strategy that emphasizes commercial expansion in the area; and (2) fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.

**ACTION REQUESTED:** Approve the attached resolution establishing the Commercial Redevelopment District as proposed.

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

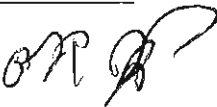
**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

A handwritten signature in black ink, appearing to be 'M. R.', is written over the Mayor's Recommendation line.

**LIST OF ATTACHMENTS:**

1. Proposed Resolution
2. Request from proposed property owner for City to establish Commercial Redevelopment District
3. Commercial Redevelopment Act – MEDC Summary
4. Notice of Hearing
5. List of Commercial Redevelopment Districts and CFECs approved by the City

**RESOLUTION:**

RESOLUTION ESTABLISHING A COMMERCIAL REDEVELOPMENT DISTRICT FOR 3131-49  
BIDDLE AVENUE AND ADJOINING PROPERTY TO THE SOUTH PURSUANT TO AND IN  
ACCORDANCE WITH THE PROVISIONS OF THE COMMERCIAL REDEVELOPMENT ACT,  
ACT 255 OF 1978, AS AMENDED

Wyandotte, Michigan

\_\_\_\_\_, 2014

RESOLUTION by Councilmember \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

WHEREAS, pursuant to the Commercial Redevelopment Act, Act 255 of 1978, as amended (Act 255), the City of Wyandotte has the authority to establish "Commercial Redevelopment Districts" within the City of Wyandotte on its own initiative or upon a request filed by the owners of 75% of the state equalized value of the commercial property located within a proposed district; and

WHEREAS, the Mayor and City Council, on its own initiative, is requesting the establishment of a Commercial Redevelopment District for property at 3131-49 Biddle Avenue and the adjoining property to the south located in the City of Wyandotte hereinafter described; and

WHEREAS, the Mayor and City Council is requesting the establishment of a Commercial Redevelopment District to encourage the redevelopment of property within the District to increase commercial activity, create employment, and assist with revitalizing an urban area; and

WHEREAS, the Mayor and City Council finds that property within the District is obsolete commercial property (due to changes in design, construction, technology and/or general neglect) which is part of an existing, developed commercial zone which has been zoned commercial for 3 years before June 21, 1978, and the area is or was characterized by obsolete commercial property and a decline in commercial activity, and hereby determines that the District meets the requirements set forth in Section 5(1)(a) of Act 255; and

WHEREAS, the Mayor and City Council has provided for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the District, as required in Section 4(2)(b)(iii)(B) of Act 255; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed District as required by Section 5(3) of Act 255; and

WHEREAS, on January \_\_\_\_\_, 2014, a public hearing was held and all residents and taxpayers of the City of Wyandotte were afforded an opportunity to be heard thereon; and

WHEREAS, the Mayor and City Council deems it to be in the public interest of the City of Wyandotte to establish the Commercial Redevelopment District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wyandotte that pursuant to the provisions of Act 255, Commercial Redevelopment District No. 13 is hereby established for the property at 3131-49 Biddle Avenue and the adjoining property to the south, said property more fully described as:

The following described parcel(s) of land situated in the City of Wyandotte, Wayne County, and State of Michigan, to wit:

3131 Biddle Avenue (former Wyandotte City Hall). Legal Description: All of Lots 18 through 21 and the north 2 feet of Lot 22, Eureka Iron and Steel Works Re-sub T3S R11E L22 P49 WCR. Lot size is 102' x 120'. Parcel Number: 82-57-011-15-0018-000

3149 Biddle Avenue (vacant parcel of land currently used as a gravel parking lot; former Fogel Furniture). Legal Description: South 23 feet of Lot 22 and all of Lots 23 and 24, Eureka Iron and Steel Works Re-sub T3S R11E L22 P49 WCR. Lot size is 73' x 120'. Parcel Number: 82-57-011-15-0022-002

Adjoining Property to the South (currently a paved public parking lot). Legal Description: Lots 25 to 27 Eureka Iron and Steel Works Re-sub T3S R11E L22 P49 WCR. Lot size is 75' x 120'. Parcel Number: 82-57-011-15-0025-000

I move the adoption of the foregoing resolution.

MOTION by Councilmember \_\_\_\_\_

SUPPORTED by Councilmember \_\_\_\_\_

YEAS

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COUNCIL

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

NAYS

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ABSENT \_\_\_\_\_



DEDICATION • INTEGRITY • EXPERIENCE

December 3, 2013

The Honorable Mayor Joseph R. Peterson  
and City Council  
3200 Biddle Avenue  
Wyandotte, MI 48192

Re: Request to Establish a Commercial Redevelopment District for Property at  
3131-49 Biddle Avenue and the Adjoining Property to the South (former  
Wyandotte City Hall Redevelopment Site)

Dear Mayor and Members of Council:

To facilitate the redevelopment of the City-owned property referenced above, we're requesting that the City initiate action to establish a Commercial Redevelopment District ("CRD"). Only the City can initiate said action because the Commercial Redevelopment Act, Act 255 of 1978, as amended, requires that either the property owner initiate the action, or that the City may initiate the action on its own.

Establishing the District is one of the steps identified in MJC's "Schedule of Work Activities" submitted to the Mayor and Council in August 2013. The purpose of establishing the District is to complete as much work as possible by the Michigan State Housing Development Authority's ("MSHDA") funding application deadline so that a competitive application may be submitted. Generally, MSHDA's goal is to fund projects that meet their requirements and are supported and approved at the local level and as "shovel-ready for construction" as possible. Establishing a CRD indicates the City's support for the project and obtains one of the approvals necessary prior to construction.

If the District is established and the City and MJC decide to move forward with the project, an application for a Commercial Facilities Exemption Certificate for a new construction project will be filed with the City at a later date. Additional information about the proposed project will be submitted along with the application.

Thank you for your consideration of this request. If you have any questions or would like any additional information, please contact Anthony LoDuca, Associate Builder with MJC at 734-250-3768 or [aloduca@buildtechsolutions.com](mailto:aloduca@buildtechsolutions.com).

Sincerely,

Scot J. Mocer  
Chief Financial Officer

Anthony J. LoDuca  
Associate Builder

cc: Michael A. Chirco, Managing Member, MJC  
Rosolino (Russ) LoDuca, Member, MJC  
Todd A. Drysdale, Wyandotte City Administrator

## COMMERCIAL REDEVELOPMENT ACT

Public Act 255 of 1978 encourages the replacement, restoration and new construction of commercial property by abating the property taxes generated from new investment for a period up to 12 years. As defined, commercial property means land improvements whether completed or in the process of construction, the primary purpose and use of which is the operation of a commercial business enterprise, including office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities. Land and personal property are not eligible for abatement under this act.

### WHO IS ELIGIBLE?

"Local governmental unit" means a city or village.

### WHAT IS A REPLACEMENT, NEW AND RESTORED FACILITY?

"Replacement facility" means commercial property to be acquired, constructed, altered, or installed for the purpose of being substituted for obsolete commercial property. Property impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect shall be considered obsolete. All other new commercial property is considered a "new facility." For purposes of granting the tax abatement, the replacement or new facility must meet all of the following conditions:

1. Is located on property that is zoned to allow for mixed use, including high-density residential.
2. Is located in a qualified downtown revitalization district as defined in section two of the *Neighborhood Enterprise Zone Act* (PA 147 of 1992). This requires either being located in a *Downtown Development Authority* (PA 197 of 1975), a *Principal Shopping District* or *Business Improvement District* (PA 120 of 1961) or an area that is zoned and primarily used for business as determined by the local government unit.
3. The city or village establishes and implements an expedited local permitting and inspection process in the Commercial Redevelopment District. In addition, by resolution provides for the walkable

non-motorized interconnections, including sidewalks and streetscapes throughout the Commercial Redevelopment District.

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

### WHAT IS THE PROCESS?

Before the Commercial Redevelopment Exemption Certificate (i.e. property tax abatement) can be granted for the Facility, the city or village, by resolution of its legislative body, must establish a Commercial Redevelopment District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 75 percent of state equalized value of the property in the proposed district. At the time of the resolution's adoption, property within the district must meet one of the following:

1. Obsolete commercial property or cleared or vacant land and part of an existing developed commercial or industrial zone. The property must have been zoned commercial or industrial before June 21, 1975, and characterized by obsolete commercial property and a decline in commercial activity.
2. Land cleared as a result of fire damage, or cleared as blighted area under *Blighted Area Rehabilitation Act* (PA 344 of 1945).
3. Cleared or vacant land included in a redevelopment plan adopted by the Downtown Development Authority (PA 197 of 1975) or Principal Shopping District or a Business Improvement District (PA 120 of 1961).

## COMMERCIAL REDEVELOPMENT ACT

To establish the Commercial Redevelopment District, the city or village must first hold a hearing to establish a Commercial Rehabilitation District and determine in the resolution the district meets the requirements of the Act.

Once the district is established, the property owners may file an application with the local clerk for a Commercial Facilities Exemption Certificate. Applications are available from the Michigan Department of Treasury. Before acting on the application, the city or village shall hold a public hearing on the application and not more than 60 days after receipt of the application either approved or disapproved by resolution. The local clerk shall provide written notification of the application hearing to the assessor of the local unit of government and each taxing jurisdiction that levies ad valorem property taxes. If approved, the application and resolution must be sent to the State Tax Commission for filing purposes.

### COMMERCIAL FACILITIES EXEMPTION CERTIFICATE

The property owner must pay a Commercial Facilities Tax rather than the normal property tax. The certificate must be issued for a period of at least one year, but cannot exceed 12 years. Certificates initially issued for less than 12 years may be extended based upon factors placed in writing at the time the certificate is approved, but shall not exceed 12 years.

### DETERMINING COMMERCIAL FACILITIES TAX RATE

**For a restored facility:** The Commercial Facilities Tax freezes the taxable value of the building at its value prior to restoration, therefore exempting the new investment from local taxes for a period not to exceed 12 years. The school operating tax and the State Education Tax (SET) are also frozen. Land and personal property cannot be abated under this act.

**For a new or replacement facility:** The Commercial Facilities Tax provides a 50 percent reduction in the number of mills levied as ad valorem taxes, excluding only the State Education Tax (SET). Land and personal property cannot be abated under this act.

Within 60 days after the granting of a new Commercial Facilities Exemption Certificate, the State Treasurer may exempt 50 percent of the SET mills for a period not to exceed six years. The State Treasurer will not grant more than 25 of these SET exclusions each year.

### SUPPORTING STATUTES

PA 255 of 1978 - Commercial Redevelopment Act

### CONTACT INFORMATION

For more information contact the MEDC Customer Assistance Center at 517.373.9808, or visit our website at [www.michiganadvantage.org](http://www.michiganadvantage.org).



NOTICE OF HEARING  
TO ESTABLISH A COMMERCIAL REDEVELOPMENT DISTRICT  
IN THE CITY OF WYANDOTTE

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte will meet on Monday, January 6, 2014, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to conduct a public hearing for the purpose of reviewing and hearing comments on the following:

Establishment of a Commercial Redevelopment District, in accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, as amended

The City of Wyandotte, as the current property owner, is initiating action to establish said District, with the boundaries encompassing the property at 3131-49 Biddle Avenue and the adjoining property to the south, said property more particularly described as:

3131 Biddle Avenue (former Wyandotte City Hall). Legal Description: All of Lots 18 through 21 and the north 2 feet of Lot 22, Eureka Iron and Steel Works Re-sub T3S R11E L22 P49 WCR. Lot size is 102' x 120'. Parcel Number: 82-57-011-15-0018-000

3149 Biddle Avenue (vacant parcel of land currently used as a gravel parking lot; former Fogel Furniture). Legal Description: South 23 feet of Lot 22 and all of Lots 23 and 24, Eureka Iron and Steel Works Re-sub T3S R11E L22 P49 WCR. Lot size is 73' x 120'. Parcel Number: 82-57-011-15-0022-002

Adjoining Property to the South (currently a paved public parking lot). Legal Description: Lots 25 to 27 Eureka Iron and Steel Works Re-sub T3S R11E L22 P49 WCR. Lot size is 75' x 120'. Parcel Number: 82-57-011-15-0025-000

Copies of all relevant documents have been deposited in the office of the City Clerk of the City of Wyandotte, for public examination. The City Clerk's office may be reached at 734-324-4562. Written comments submitted prior to or at the specified time and date of the hearing will also be considered and should be forwarded to the City Clerk at the above referenced address.

WILLIAM R. GRIGGS  
City Clerk  
City of Wyandotte

----- Mailing and Publication Instructions to City Clerk -----

Hearing date scheduled for: **Monday, January 6, 2014**

Send notice **via Certified Mail** to the following property owner(s) no later than: **December 19, 2013** (not less than 10 days nor more than 30 days before the date of the hearing)

1. Todd A. Drysdale, City Administrator, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192
2. Anthony J. LoDuca, MJC Companies, 46600 Romeo Plank, Suite 5, Macomb MI 48044

Publish in News Herald: **One time on either Sunday, December 22 or Wednesday, December 25, 2013** (not less than 10 days nor more than 30 days before the date of the hearing)

**City of Wyandotte, Michigan**

**Commercial Redevelopment Act (CRA): Districts Established and Commercial Facility Exemption Certificates (CFECs) Issued**

Commercial Redevelopment Act, Act 255 of 1978, as amended

Web link to State of Michigan Information:

[http://www.michigan.gov/taxes/0,1607,7-238-43535\\_53197-222387--,00.html](http://www.michigan.gov/taxes/0,1607,7-238-43535_53197-222387--,00.html)

District No.	Address	Project Name	Date District Established	Date Certificate Approved (by City)	Number of Years for Certificate	Type of Project	Notes
1	3106 Biddle	Neisner Building	1979	1979	12	Restoration	-
2	2915 Biddle & 2910 Van Alstyne	Domestic Furniture	1979	1980	12 + 2	Restoration	Project Canceled & Cert. Revoked
3	3351 Biddle	D-M Company	1979	1979	12 + 2	New	-
4	3455 Biddle	Harbour Dev. Comp. (Portofino Restaurant)	1979	1979	12 + 2	New	-
5	1503 Eureka	Royal Brand Meats	1981	1981	12 + 2	Restoration	-
6	4624 - 13th Street	Wyandotte Tobacco & Candy (Schiller)	1981	1981	12 + 2	Restoration	-
7	132 Elm/2958-2960 1st Street	Urban Lanes - Theater & Retail Stores	1981	1981	12 + 2	Restoration	-
8	1722 Biddle	Bar - John C. Kaufman	1983	1983	12 + 2	Replacement	Project Canceled & Cert. Revoked
9	3450 Biddle	Social Security Building	2010	2010	12	New	-
10	122, 126 and 128 Oak Street	Rickles Properties LLC	2013	2013	12	Restoration	-
11	3061-63 Biddle	Hotel Sterling (former Sears Building)	2013	2013	12 + 2	Restoration	-
12	3249 Biddle	Great Lakes Physical Medicine & Rehabilitation, P.C. - Medical Office & 5 Apartments	Pending	-	-	New	-
13	3131-49 Biddle & Adjoining Property to the South	MJC Construction Management (redevelopment of former Wyandotte City Hall)	Pending	-	-	New	-

Last revised: December 10, 2013

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IN THE CITY OF WYANDOTTE

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WILLIAM R. GRIGGS  
City Clerk  
City of Wyandotte

# Show cause Hearing

## PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 6<sup>th</sup> day of January 2014, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 3525 17<sup>th</sup> Street, Wyandotte should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered all reports and recommendations previously received by the City Council from the City Engineering's Office and all other facts and considerations were brought to their attention at said hearing and at previously held Council meetings; AND

BE IT RESOLVED that the City Council hereby directs that said dwelling located at 3525 17<sup>th</sup> Street, Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.