

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, JANUARY 13, 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).

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Love Me Because c/o Hood's Do-It-Best 1844, Ford Avenue regarding the upcoming Pet Adoption Event to be held on Saturday, February 8, 2014 at Hood's 1844 Ford Avenue, Wyandotte 12:00 noon to 5:00 p.m.
  
2. Communication from Anne Abrahamson, MD regarding the 3rd Annual Benefit walk on Saturday, September 13, 2014 commencing at 10:00 a.m.

## PERSONS IN THE AUDIENCE

### COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from Mayor Peterson regarding a proposed ordinance amendment prohibiting tethering of Dogs.
4. Communication from the Chief of Police relative to the Contract/Invoice from First Call Network Inc.
5. Communication from the City Administrator regarding Worker's Compensation Service Provider-Broadspire Services, Inc.
6. Communication from the City Assessor submitting the December 2013 Board of Review Minutes.
7. Communication from the City Engineer and Superintendent of Recreation relative to the Community Development Block Grant (CDBG) Program.
8. Communication from the Superintendent of Telecommunications regarding MLB (Major League Baseball) Affiliation Agreement.
9. Communication from the Superintendent of Telecommunications submitting an Amendment of Fearnat Linear and VOD Term Sheet.

10. Communication from the Superintendent of Telecommunications regarding WMS Cable Retransmission Consent Rate Pass Thur Adjustment.

11. Communication from the City Engineer relative to 826 Goddard.

12. Communication from the City Engineer regarding Special Assessment # 935.

13. Communication from the City Engineer relative to the purchase of additional 96 Gallon Toters.

14. Communication from the City Engineer and Natalie Rankine, DDA Director regarding the status of the Sale of the old City Hall, 3131 Biddle Avenue, the Vacant Lot and City Parking Lot South of City Hall.

15. Communication from the City Engineer regarding Asbestos containing material (ACM) Removal at 96 Perry Place.

16. Communication from the City Engineer relative to File # 4442 Tree Cutting and Stump Removal.

17. Communication from the City Engineer submitting a purchase agreement to sell city-owned property known as former 554 Orange.

18. Communication from the City Engineer regarding an NEZ for the former 554 Orange now known as 556 Orange.

19. Communication from the City Engineer submitting a Sale Agreement for NSP2 Home 655 Vinewood.

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	
Municipal Service working session	December 18, 2013	
Municipal Service Commission	December 18, 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>

*\* response To \** UNFINISHED BUSINESS *(A) \**

**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 2, 2014

Mayor Joseph R. Peterson & City Councilmembers  
3200 Biddle Avenue  
Wyandotte, Michigan 48192


Dear Mayor Peterson & City Councilmembers:

Council resolution of December 16, 2013 referred to the undersigned the request for additional information relative to cost and consolidation of a special election with a previously scheduled August 5, 2014, election date.

Discussion with Mr. David Foster of the Michigan election Division, Lansing, Michigan confirms that a special election for operational millage could be held on the same date as the State wide August 5, 2014 election with no additional expense to the City of Wyandotte. Further discussion with Delphine Oden, Director of Wayne County Elections indicated that the City of Wyandotte millage question could be included with the August 5, 2014 State wide election administered by Wayne County with no additional cost other than the canvass cost by the County of Wayne that is already in place.

Should you require additional information, please advise.

Sincerely yours,

  
William R. Griggs  
City Clerk

Response to



UNFINISHED BUSINESS



\*

January 2, 2014

Mayor Joseph R. Peterson & City Councilmembers  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Mayor Peterson & City Councilmembers:

The Home Rule City Act governs the procedure for amending a City Charter. Section 21 of the Act states in part:

“If the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment.”

The term “General Election” is defined by state law as the “election required by law to be held in the month of November but do not include any primary election.” MCL 8.3s Section 21 as currently written, states the charter amendment may be submitted at 1) the next regular municipal or 2) next general state election, or 3) at a special election. It omits reference to a primary election.

At one time, Section 21 permitted a charter amendment to be submitted at a primary, regular or special election. However, that version of Section 21 was amended in 1939 to only allow charter amendments to be voted upon at a regular municipal or state election.

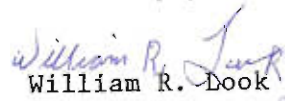

The City of Bay City in 1951 submitted a charter amendment at a city primary election and the amendment passed. However, a court proceeding challenging the result was filed and the Michigan Supreme Court in 1952 held that the submission of the charter amendment and the subsequent approval by the voters was null and void.

The Court referenced another Supreme Court decision in Oakland County Drain Commissioners vs. City of Royal Oak which stated that when the legislature amended Section 21 to remove special elections and primary elections as to when charter amendments could be submitted to the voters, that the legislature intended to preclude the vote at a primary:

“It is apparent that the amendment was intended to eliminate the submission of charter amendments at primary and special elections and to require submission at a regular city or state and county election.”

The Court also ruled a primary election is not a regular election. The current version of Section 21 of the Home Rule City Act was last amended in 1955. The legislature has amended it since the above cited cases to permit charter amendments to also be submitted at a special election (like the law did prior to the 1939 amendment) but the legislature did not include a primary election as a time when a charter amendment could be voted upon. Therefore I would recommend keeping the election in May of 2014 and not running the risk of a court challenge based upon the above cases should the millage pass.

Sincerely yours,

  
William R. Dook  
City Attorney 



# Back up 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

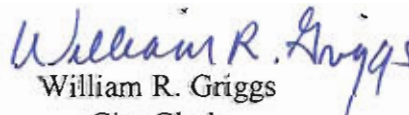
By Councilwoman Sheri M. Fricke  
Supported by Councilman Ted Miciura Jr.

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  
City Clerk

CC: Department of Legal Affairs, City Clerk

# 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)

# Backup

**Maria Johnson**

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**From:** mkowalewski mkowalewski [mkowalewski@wyandotte.net]  
**Sent:** Wednesday, January 08, 2014 4:09 PM.  
**To:** Maria Johnson  
**Cc:** Council@Wyan. Org; kroberts@wyan.org  
**Subject:** RE: Council Agenda for January 6 2014  
**Attachments:** City Recyclers in Wyandotte (23.6 KB)

Maria,

Attached is a partial response from City Recyclers regarding their request and my response to them. I would recommend this request be held in abeyance for 2 weeks until the next City Council meeting.

Thanks,

Mark A. Kowalewski, PE  
 City Engineer  
 City of Wyandotte  
 3200 Biddle,suite 200  
 Wyandotte, MI 48192  
 1-734-324-4554

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**From:** mkowalewski mkowalewski [mailto:mkowalewski@wyandotte.net]  
**Sent:** Friday, January 03, 2014 2:21 PM  
**To:** 'Maria Johnson'  
**Cc:** Council@Wyan. Org (Council@Wyan.Org)  
**Subject:** RE: Council Agenda for January 6 2014

Maria,

Regarding the unfinished business agenda item for City Recyclers please see the attached communications to them. I will be recommending this request be denied unless they provide some information to me by Monday.

Thanks,

Mark A. Kowalewski, PE  
 City Engineer  
 City of Wyandotte  
 3200 Biddle,suite 200  
 Wyandotte, MI 48192  
 1-734-324-4554

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**From:** Maria Johnson [mailto:clerk@wyan.org]  
**Sent:** Friday, January 03, 2014 1:55 PM  
**To:** 'andrew thurlow'; Bill Griggs; Bill Look; Daniel E. Galeski; 'David Fuller'; Don Schultz; James R. DeSana; 'Jason Alley'; Jessica Nunez; 'Jim Kasuba'; Joe Peterson; justin lanagan; Kelly Roberts; 'Larry Stec personal'; Lawrence S. Stec; Leonard T. Sabuda; Maria Johnson; Mark Kowalewski; Mr. Goodwin; rod lesko; Sheri Fricke; ted miciura jr; 'Todd Browning'; Todd Drysdale; tom woodruff; web-site council agenda  
**Subject:** Council Agenda for January 6 2014

1/8/2014

## Maria Johnson

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**From:** mkowalewski mkowalewski [mkowalewski@wyandotte.net]  
**Sent:** Wednesday, January 08, 2014 9:17 AM  
**To:** 'Adam Abbas'  
**Cc:** abdul@cityrecyclers.net  
**Subject:** RE: City Recyclers in Wyandotte

Adam,

Thank you for your partial response. Please provide the following information which was also requested:

- Articles of Incorporation
- Most recent audited financial statement with earnings, assets and liabilities
- Copy of current insurance
- Amount of revenue paid to each city on a monthly basis since agreements began
- Provide name of charities/location with amount of money paid to each charity in each city each month
- What charities do you plan to donate to in Wyandotte

Thanks,

Mark A. Kowalewski, PE  
City Engineer  
City of Wyandotte  
3200 Biddle,suite 200  
Wyandotte, MI 48192  
1-734-324-4554

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**From:** Adam Abbas [mailto:adam@cityrecyclers.net]  
**Sent:** Friday, January 03, 2014 4:06 PM  
**To:** 'mkowalewski mkowalewski'  
**Cc:** abdul@cityrecyclers.net  
**Subject:** RE: City Recyclers in Wyandotte

Dear Mr Kowalewski,

Merry Christmas and Happy new Year.

Please forgive my late response as I was on a for 2 weeks' Vacation leave.

- We are a small family oriented business, this corporation was established in 2011.
- We have 13 employees
- Our offices are located on 8100 joy Rd Detroit MI 48204
- We own our equipment's such as , trucks , baling machines, hydraulic dumper and a conveyer belt, crushers.
- We lease the building we operate
- We pay the cities directly for each pound we collect or the city can choose an organization to send the monthly check.
- We are in contract now with City of Westland ( 2012, 35 boxes) city of Wayne ( 2012, 11 boxes), City of River Rouge ( signed end of 2013, 10 boxes still working on designs with city requirements), City of Ecorse (10 boxes signed end of 2013, still working on designs with city requirements).
- We pick up 3 times a week and more if necessary based on production and volume

- We are flexible on the numbers of boxes in your city , we usually get recommendations from the city based on how many square mile and intersection or city municipalities.
- Size of boxes are usually 44 inch wide, 44 inch deep, 72 inch heights

Thanks a lot for your patient , looking forward to work with you, please let me know if I can provide and more info.

Thanks

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**From:** mkowalewski mkowalewski [<mailto:mkowalewski@wyandotte.net>]  
**Sent:** Friday, January 3, 2014 2:09 PM  
**To:** Adam Abbas  
**Subject:** RE: City Recyclers in Wyandotte

Adam,

You have yet to provide any response to my below request. If I do not receive any information from you by Monday, January 6,2014,I have no choice but to respond to City Council that your request be denied because of lack of response on your part. If you have any questions please contact me.

Thanks,

Mark A. Kowalewski, PE  
City Engineer  
City of Wyandotte  
3200 Biddle,suite 200  
Wyandotte, MI 48192  
1-734-324-4554

---

**From:** mkowalewski mkowalewski [<mailto:mkowalewski@wyandotte.net>]  
**Sent:** Thursday, December 12, 2013 4:23 PM  
**To:** 'Adam Abbas ([adam@cityrecyclers.net](mailto:adam@cityrecyclers.net))'  
**Subject:** City Recyclers in Wyandotte

Adam,

The City Council has referred your communication to me for review and report back to them. Therefore, please provide me information on your company. Type of company, year established, articles of incorporation, most recent audited financial statement with earnings,assets and liabilities, number of employees, type of equipment, equipment owned or leased, do you have an office, copy of current insurance ,etc.

Also, provide a list of cities you currently have an agreement with. Beginning date of agreements. Number of dumpsters at each city. Amount of revenue paid to each city on a monthly basis since agreements began. Provide name of charities/location with amount of money paid to each charity in each city each month. What charities do you plan to donate to in Wyandotte and number of times that each dumpster is picked up in each city?

Where are the 15 locations in Wyandotte that you want to place dumpsters? What is size and dimension of

1/8/2014

dumpsters?

Thank you,

Mark A. Kowalewski, PE  
City Engineer  
City of Wyandotte  
3200 Biddle, suite 200  
Wyandotte, MI 48192  
1-734-324-4554





## LOVE ME BECAUSE

c/o Hood's Do-It Best

1844 Ford Ave.,

Wyandotte, MI 48192

[LoveMeBecause.org](http://LoveMeBecause.org)

[PawsOfMichigan.com](http://PawsOfMichigan.com)



# RECEIVED

JAN 08 2014

CITY OF WYANDOTTE  
MAYOR'S OFFICE

The Honorable Mayor and Council  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192

Dear Honorable Mayor and Council,

The Love Me Because Committee and P.A.W.S. of Michigan animal rescue would like to invite you to attend the **Love Me Because -- Pet Adoption Event**. This event is based on the saying: Love me because I am older, love me because I am overweight, love me because no one taught me better, love me because I have attitude, love me because I am special, love me because I need you. This year, the adoption event will be held on Saturday, February 8, 2014 at Hood's Do-It Best at 1844 Ford Avenue in Wyandotte.

*12 P.M. - 5 P.M.*

**Love Me Because** is in its 5<sup>th</sup> year, and was created for animals that have a harder time finding a permanent home. These animals have been in a shelter or foster placement for an extended time. Some are seniors, some have a special need. For some, it's simply a matter of being black in color, which makes them harder to place. **Love Me Because** introduces pets from several local shelters and rescue groups, including P.A.W.S. of Michigan, Shelter-to-Home Rescue, Keeper Kitties rescue, Wyandotte Animal Adoption Center and River Rouge Shelter.

All of our harder-to-adopt animals are hoping to find forever homes through this adoption event. We also have a big bake sale, event t-shirts, personalized cat and dog tags and much more. Because of the generous donations from local businesses and community members we are able to have a very successful silent auction, and also have many items to raffle off.

Since our first **Love Me Because** event in 2009, we have found permanent homes for almost 60 harder-to-adopt animals and raised more than \$20,000 towards bettering the lives of homeless animals.

P.A.W.S. of Michigan operates several programs for pets in Southeast Michigan, both those with and without homes, including a foster/adoption program, a financial subsidy for low-cost spay/neuter surgeries, a program that collaborates with human service food banks to provide pet food for families with pets in need and volunteer support to local shelters. P.A.W.S. volunteers have also raised the

funds to start The PAWS Clinic, a 501(c)(3) low-cost, high-quality spay/neuter clinic that follows the Humane Alliance model. Since the clinic opened in September of 2011, they have performed more than 11,000 surgeries.

**Love Me Because** is one of P.A.W.S. of Michigan's most popular fundraising events and has brought us a great deal of local Detroit media exposure. People have driven long distances to meet and adopt **Love Me Because** cats and dogs that they saw on television, on the internet or in the newspaper.

If you have any questions or need additional information, please contact the volunteers listed below or check our website [LoveMeBecause.org](http://LoveMeBecause.org) and our Facebook page "Love Me Because Adoption Event".

Sincerely,

The Love Me Because Event Committee

Terra Muscat  
Love Me Because  
Adoption & Event Coordinator  
[terra@lovemebecause.org](mailto:terra@lovemebecause.org)  
734-558-6256

Patti Christie  
Love Me Because Event Coordinator  
Hood's Doit Best, Owner  
[patti@lovemebecause.org](mailto:patti@lovemebecause.org)  
734-507-1412

Linda Lee  
Love Me Because  
Media Coordinator  
[linda@lovemebecause.org](mailto:linda@lovemebecause.org)  
313-383-8524

P.A.W.S. of Michigan is a registered 501(c)(3) non-profit organization. All donations are tax deductible to the highest extent of the law.



2333 Biddle Avenue  
Wyandotte, MI 48192  
(734) 246-6000

HENRY FORD WYANDOTTE HOSPITAL  
WYANDOTTE CITY CLERK

2

2014 JAN - 8 A 10: 27

January 3, 2014

Wyandotte City Clerk  
3200 Biddle Ave,  
Wyandotte, MI 48192

Subject: Benefit Walk

Dear Mayor and City Council:

I am pleased to inform you that we at the Center of Rehabilitation for Henry Ford Wyandotte Hospital are planning to organize our 3<sup>rd</sup> annual benefit walk on Saturday September 13<sup>th</sup> at 10am. The route we are planning is starting at the hospital by Bishop Park going down Biddle Ave through Downtown Wyandotte to Eureka and then back to the Hospital using sidewalks which will be approximately 5K.

So we are looking forward for your and councils approval for this great cause as the funds from this walk will benefit the center's Arthritis Health and Wellness Center for our Downriver Community.

Sincerely,

Ravi Sharma, PT  
Henry Ford Wyandotte Hospital  
2333 Biddle Ave  
Wyandotte, MI 48192  
734-246-9022

On behalf of Anne Abrahamson, M.D  
Great Lakes Physical medicine & Rehabilitation P.C  
23255 Eureka Road  
Taylor, MI 48180  
734-287-3000

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

3

**MEETING DATE:** January 13, 2014

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

**ITEM:** Proposed Ordinance Amendment Prohibiting Tethering of Dogs

**PRESENTER:** Mayor Joseph R. Peterson

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:**

Surrounding communities have passed similar ordinance amendments to prohibit tethering of dogs and establish penalties for violations. The purpose of the ordinance is to prevent the possibility of strangling when a dog becomes entangled in ropes and chains or surrounding objects. The ordinance also seeks to prevent dogs from being left exposed to harsh weather conditions without access to shelter, and being unable to reach a supply of food and water.

**STRATEGIC PLAN/GOALS:** n/a

**ACTION REQUESTED:** Refer ordinance amendment language to the City Attorney for review and recommendation.

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

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

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

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

**MAYOR'S RECOMMENDATION:** *JP*

**LIST OF ATTACHMENTS:** Sample ordinances from the Cities of Woodhaven, River Rouge, Trenton and Dearborn.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: January 13, 2014

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

RESOLVED by the City Council that Council CONCURS in the recommendation of Mayor Joseph R. Peterson to amend the animal ordinance to provide a definition of tethering, prohibit tethering of dogs, and penalty; AND BE IT FURTHER RESOLVED that the City Attorney be directed to prepare the appropriate ordinance.

I move the adoption of the foregoing resolution.

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

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

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

(B-1)  
**THE SENIOR ALLIANCE**  
**FY 2013 Match Request**

Moved by Councilperson Teifer, seconded by Councilperson Baun-Crooks, to approve the payment of \$1,567.00, to The Senior Alliance for the FY 2013 match.

Carried unanimously.

(C-1)  
**ST. PAUL LUTHERAN CHURCH**  
**National Day of Prayer**

Moved by Councilperson Taylor, seconded by Councilperson Baun-Crooks, to grant permission for the National Day of Prayer gathering to be held in front of Trenton City Hall on Thursday, May 2, 2013, and the use of the City Hall Chambers in the event of inclement weather

Carried unanimously.

(D-1)  
**CITY ATTORNEY**  
**Ordinance 768, Tethering of Dogs (1<sup>st</sup> Rdg)**

**STATE OF MICHIGAN**  
**COUNTY OF WAYNE**  
**CITY OF TRENTON**

**ORDINANCE NO. 768**

**AN ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES FOR THE CITY OF TRENTON ENTITLED " ANIMALS", ARTICLE IV, ENTITLED DOGS, BY ADDING A NEW SECTION 14-120 ENTITLED "TETHERING" TO PROVIDE A DEFINITION OF TETHERING, TO RESTRICT THE USE OF TETHERING OF DOGS, AND TO ESTABLISH PENALTIES ASSOCIATED THEREWITH.**

**THE CITY OF TRENTON ORDAINS:**

**SECTION 1. Amendment of Code**

Chapter 14, Animals, Article IV, Dogs, shall be amended by adding a new section 14-120 entitled "Tethering" to restrict and regulate the practice of tethering dogs within the City of Trenton and to establish penalties associated therewith, which shall read as follows:

**Section 14-120 Tethering of Dogs**

**RECORD OF CITY COUNCIL PROCEEDINGS  
CITY OF TRENTON, MICHIGAN  
HELD ON THE 4TH DAY OF FEBRUARY 2013**

---

a) Tethering means the practice of securing a dog to a stationary object by means of a metal chain or coated steel cable for keeping a dog restrained in its movement. Tethering does not mean walking a dog on a leash, or for temporary grooming, or other professional service.

b) It shall be unlawful for a person to:

- (1) Continuously tether a dog for more than three hours per day;
- (2) Tether a dog on a tether made of anything but a coated steel cable more than (10) feet in length;
- (3) Use a tether or any assembly or attachments thereto to tether a dog that shall weigh more than ten percent (10%) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
- (4) Tether a dog on anything except a buckle-type collar or harness, or tethering on a choke chain or around the dog's neck, or tethered to training collars such as choke or pinch-style collars, or in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles; or
- (5) Tether a dog without access to shade when sunlight is likely to cause overheating, or appropriate shelter to provide insulation and protection against cold and dampness when the atmospheric temperature falls below 40 degrees Fahrenheit, or to tether a dog without securing its food and water supply so that it cannot be tipped over by the tether; or
- (6) Tether a dog in an open area where it can be teased by persons or an open area that does not provide the dog protection from attack by other animals; or
- (7) Tether a dog in an area composed entirely of bare earth subject to becoming wet and muddy in the event of precipitation, and without any dry surface area or cover for protection.
- (8) Tether a dog less than four (4) months of age.
- (9) Tether more than one dog to a single tether.
- (10) Tether a dog to a stationary object which would allow a dog to come within five feet of any property line.
- (11) Tether a dog without a swivel attached and/or equipped on both ends.

c. The animal control officer, or his/her designee, may in his/her discretion temporarily order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety or welfare of the dog.

d. Penalty. A person found responsible for violating section 14-120 shall be deemed responsible for a municipal civil infraction in the amount of \$100 per day.

Any person found liable for violating this section three or more times in a one year time span shall be guilty of a misdemeanor.

**SECTION 2. Saving Clause.**

Nothing in this Ordinance or in the code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquiring or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**SECTION 3. Severability.**

Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such work, sentence, phrase, or any portion of the Ordinance held to be so invalid shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

**SECTION 4. Repeal.**

All prior existing ordinances adopted by the City of Trenton inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

**SECTION 5. Readings.**

This Ordinance shall be given a first reading on February 4, 2013, shall be enacted on February 19, 2013, and shall be published on or before March 3, 2013, and shall be effective March 4, 2013.

Moved by Councilperson McLeod, seconded by Councilperson Baun-Crooks, to approve the first reading of Ordinance 768, Tethering of Dogs.

Carried unanimously.

(D-2)

CITY ATTORNEY

Ordinance 769, Prohibit Sunday Sales by Peddlers (1<sup>st</sup> Rdg)

CITY OF TRENTON  
ORDINANCE NO. 769

AN ORDINANCE TO AMEND CHAPTER 22 "BUSINESSES", ARTICLE VII, DIVISION 1, SECTION 22-304, ENTITLED "BUSINESS HOURS" OF THE CITY CODE TO PROHIBIT SUNDAY SALES BY PEDDLERS AND VENDORS OPERATING IN THE CITY.



action acquiring or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

### **SECTION 3. Severability.**

Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase, or any portion of the Ordinance held to be so invalid shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

### **SECTION 4. Repeal.**

All prior existing ordinances adopted by the City of Woodhaven inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

AYES: Duderstadt, Harris, Penix, Odette, Papineau, Truskowski, Bono-Beaton

NAYS: None

MOTION CARRIED.

EFFECTIVE DATE: This ordinance amendment was introduced on February 5, 2013 and adopted on February 19, 2013. The effective date of this ordinance shall be the 1<sup>st</sup> day of March 2013.

13-032 Moved by Odette, seconded by Duderstadt, to approve the following amendment to Woodhaven Code of Ordinances:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF WOODHAVEN BY THE ADDITION OF CHAPTER 10, ANIMALS, ARTICLE II, DOGS, DIVISION I, GENERALLY, SECTIONS 10-50 THROUGH 10-52 OF THE CODE OF ORDINANCES TO PROVIDE A DEFINITION OF TETHERING, PROHIBIT TETHERING OF DOGS, AND PENALTY.**

NEW  
ADDITIONAL  
LANGUAGE

### **The City of Woodhaven Ordains:**

#### **SECTION 1: Amendment of Code**

Chapter 10, Animals, Article II, Dogs, Division I, Generally, Sections 10-50 through 10-51 of the Woodhaven Code of Ordinances is adopted as follows:

#### **Section 10-50. Definition of Tethering**

Tethering means the practice of securing a dog to a stationary object by means of a metal chain or coated steel cable for keeping a dog restrained. Tethering does not mean walking a dog on a leash, or for temporary grooming, or other professional service.

#### **Section 10-51 Tethering**

(A) It shall be unlawful for a person to:

- (1) Continuously tether a dog for more than three hours per day;
- (2) Tether a dog on a tether made of anything but a coated steel cable more than (10) feet in length;
- (3) Use a tether or any assembly or attachments thereto to tether a dog that shall weigh more than ten percent (10%) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
- (4) Tether a dog on anything except a buckle-type collar or harness, or tethering on a choke chain or around the dog's neck, or tethered to training collars such as choke or pinch-style collars, or in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles; or
- (5) Tether a dog without access to shade when sunlight is likely to cause overheating, or appropriate shelter to provide insulation and protection against cold and dampness when the atmospheric temperature falls below 40 degrees Fahrenheit, or to tether a dog without securing its food and water supply so that it cannot be tipped over by the tether; or
- (6) Tether a dog in an open area where it can be teased by persons or an open area that does not provide the dog protection from attack by other animals; or
- (7) Tether a dog in an area where bare earth is present and no steps have been taken to prevent the surface from becoming wet and muddy in the event of precipitation.
- (8) Tether a dog less than four (4) months of age.
- (9) Tether more than one dog to a single tether.
- (10) Tether a dog to a stationary object which would allow a dog to come within five feet of any property line.
- (11) Tether a dog without a swivel attached and/or equipped on both ends.

(B) The animal control officer, or his/her designee, may in his/her discretion order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety or welfare of the dog.

#### **Section 10-52. Penalty.**

A person found responsible for violating section 10-50 shall be deemed responsible for a municipal civil infraction as defined in City of Woodhaven, Code of Ordinances, chapter 1, section 34; any person found liable for violating this section three or more times in a one year time span shall be guilty of a misdemeanor as defined in City of Woodhaven, Code of Ordinances, chapter 1, section 8.

#### **Section 10-53—10-70 Reserved.**

## **SECTION 2. Saving Clause.**

Nothing in this Ordinance or in the code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquiring or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

## **SECTION 3. Severability.**

Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase, or any portion of the Ordinance held to be so invalid shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

## **SECTION 4. Repeal.**

All prior existing ordinances adopted by the City of Woodhaven inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

AYES: Duderstadt, Harris, Penix, Odette, Papineau, Truskowski, Bono-Beaton

NAYS: None

MOTION CARRIED.

**EFFECTIVE DATE:** This ordinance amendment was introduced on February 5, 2013 and adopted on February 19, 2013. The effective date of this ordinance shall be the 1<sup>st</sup> day of March 2013.

13-033 Moved by Harris, seconded by Papineau, to approve the following amendment to Woodhaven Code of Ordinances:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF WOODHAVEN BY THE ADDITION OF CHAPTER 10, ANIMALS, ARTICLE I, IN GENERAL, SECTION 10-11 THROUGH 10-12 TO PROVIDE FOR KEEPING OF CHICKENS AND PENALTY.**

**The City of Woodhaven Ordains:**

### **SECTION 1: Amendment of Code**

Chapter 10, Animals, Article I, In General, Sections 10-11 through 10-51 of the Woodhaven Code of Ordinances is adopted as follows:

#### **Section 10-11. Keeping of Chickens.**

The regulation of chickens in this section applies to the keeping of up to six (6) female chickens when kept in such a manner that the following standards are complied with:

- A. The chickens must be kept on only R-1 or R-2 One Family, zoned parcel(s).

Woodhaven, Michigan, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 1 - GENERAL PROVISIONS >> ARTICLE IV. - MUNICIPAL CIVIL INFRACTIONS >>

## ARTICLE IV. - MUNICIPAL CIVIL INFRACTIONS

Sec. 1-34. - Definitions.

Sec. 1-35. - Commencement of municipal civil infraction actions.

Sec. 1-36. - Issuance and service of municipal civil infraction citations.

Sec. 1-37. - Contents of municipal civil infraction citations.

Sec. 1-38. - Municipal ordinance violations bureau.

Sec. 1-39. - Issuance and service of municipal ordinance violation notices.

Sec. 1-40. - Violations constituting municipal civil infractions.

Sec. 1-41. - Municipal civil infractions—Civil penalties.

Sec. 1-42. - Repeal and severability.

Sec. 1-43. - Savings clause, publication and effective date.

### Sec. 1-34. - Definitions.

As used in this article:

*Act* means Act 236 of the Public Acts of 1961, as amended

*Authorized city official* means a police officer or other personnel of the city authorized by this Code or any ordinance to issue municipal civil infraction citations or municipal ordinance violation notices. A police officer or other personnel of the city authorized to issue citations for violations of this Code, shall also be an authorized city official with the authority to issue municipal ordinance violation notices for any violation for which the official could otherwise issue a citation.

*Bureau* means the city municipal ordinance violations bureau, as established by this article.

*Municipal civil infraction action* means a civil action in which the defendant is alleged to be responsible for a municipal civil infraction

*Municipal civil infraction citation or citation* means a written complaint or notice prepared by an authorized city official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

*Municipal ordinance violation notice or violation notice* means a written notice, other than a citation, prepared by an authorized city official, directing a person to appear at the city municipal ordinance violations bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the city under section 1-41, as authorized under section 8396 and 8707(6) of the act.

(Ord. No. 10-146, § 2, 6-1-2010)

### Sec. 1-35. - Commencement of municipal civil infraction actions.

A municipal civil infraction action may be commenced upon the issuance by an authorized city official of:

- (1) A municipal civil infraction citation directing the alleged violator to appear in court; or
- (2) A municipal ordinance violation notice directing the alleged violator to appear at the city municipal ordinance violations bureau

(Ord. No. 10-146, § 2, 6-1-2010)

### Sec. 1-36. - Issuance and service of municipal civil infraction citations.

Municipal civil infraction citations shall be issued and served by authorized city officials as follows.

- (1) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued
- (2) The place for appearance specified in a citation shall be the district court.
- (3) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the district court. Copies of the citation shall be retained by the city and issued to the alleged violator as provided by section 8705 of the act.
- (4) A citation for a municipal civil infraction, signed by an authorized city official shall be treated as if it were made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature of the official "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief."
- (5) An authorized city official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.
- (6) An authorized city official may issue a citation to a person if
  - a Based upon the investigation, the official has reasonable cause to believe that the person is responsible for a municipal civil infraction,
  - b Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for such an infraction and if the prosecuting attorney or city attorney approved in writing the issuance of the citation.

- (7) Municipal civil infraction citations shall be served by an authorized city official as follows:
- Except as provided by section 1-36(7)(b), and except for first class mail of a citation as allowed by section 1-39(3), an authorized city official shall personally serve a copy of the citation upon the alleged violator.
  - If the municipal civil infraction action involves the use or occupancy of land, a building or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building or structure by posting the copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent by first class mail to the owner of the land, building or structure at the owner's last known address.

(Ord. No. 10-146, § 2, 6-1-2010)

#### Sec. 1-37. - Contents of municipal civil infraction citations.

- A municipal civil infraction citation shall contain the name and address of the alleged violator, the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court and the time at or by which the appearance shall be made.
- A municipal civil infraction citation shall inform the alleged violator that he or she may do one of the following:
  - Admit responsibility for the municipal civil infraction by mail, in person or by representation, at or by the time specified for appearance.
  - Admit responsibility for the municipal civil infraction with explanation by mail, by the time specified for appearance, or in person or by representation.
  - Deny responsibility for the municipal civil infraction by doing either of the following:
    - Appearing in person for an informal hearing before a judge or district court magistrate without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the city.
    - Appearing in court for a formal hearing before a judge, with the opportunity of being represented by an attorney.
- The citation shall also inform the alleged violator of all of the following:
  - If the alleged violator desires to admit responsibility with explanation in person or by representation, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance.
  - If the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time to appear for a hearing, unless a hearing date is specified on the citation.
  - A hearing shall be an informal hearing unless a formal hearing is requested by the alleged violator or the city.
  - At an informal hearing the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney.
  - At a formal hearing the alleged violator must appear in person before a judge with the opportunity of being represented by an attorney.
- The citation shall contain a notice in boldfaced type that the failure of the alleged violator to appear within the time specified in the citation or at the time scheduled for a hearing or appearance is a misdemeanor and will result in entry of a default judgment against the alleged violator on the municipal civil infraction.

(Ord. No. 10-146, § 2, 6-1-2010)

#### Sec. 1-38. - Municipal ordinance violations bureau.

- Establishment.** The city establishes a municipal ordinance violations bureau, as authorized under section 8396 of the act, to accept admissions of responsibility for municipal civil infractions in response to municipal ordinance violation notices issued and served by authorized city officials, and to collect and retain civil fines and costs as prescribed by this Code or any ordinance.
- Location, supervision, rules and regulations; employees.** The bureau shall be located at city hall and shall be under the supervision and control of the city treasurer. The treasurer, subject to the approval of the city council, may adopt rules and regulations for the operation of the bureau and appoint any necessary qualified employees to administer the bureau.
- Disposition of violations.** The bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled under section 1-41 and for which a municipal ordinance violation notice has been issued. The fact that a fine has been scheduled for a particular violation shall not entitle any person to dispose of the violation at the bureau. Nothing in this section shall prevent or restrict the city from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in a court of competent jurisdiction. No person shall be required to dispose of a municipal civil infraction violation at the bureau, and may have the violation processed before a court of appropriate jurisdiction. The unwillingness of any person to dispose of any violation at the bureau shall not prejudice the person or in any way diminish the person's rights, privileges and protection accorded by law.
- Scope of authority.** The scope of the bureau's authority shall be limited to accepting admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as a result of those admissions. The bureau shall not accept payment of a fine from any person who denies having committed the offense or who admits responsibility only with explanation, and in no event shall the bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to an alleged violation.

(Ord. No. 10-146, § 2, 6-1-2010)

#### Sec. 1-39. - Issuance and service of municipal ordinance violation notices.

- Contents.** Municipal ordinance violation notices shall be issued and served by authorized city officials under the same circumstances and upon the same persons as are provided for municipal civil infraction citations in section 1-36(7). In addition to any other information required by this Code or any other ordinance, the violation notice shall indicate the time by which the alleged violator must appear at the bureau, the methods by which an appearance may be made, the address and telephone number of the bureau, the hours during which the bureau is open, the amount of the fine scheduled for the alleged violation and the consequences for failure to appear and pay the required fine within the required time.
-

*Appearance; payment of fines and costs.* An alleged violator receiving a municipal ordinance violation notice shall appear at the bureau and pay the fine and costs specified in the schedule or schedules adopted under section 1-41 at or by the time specified for appearance in the municipal ordinance violation notice. The appearance and payment may be made by mail, in person or by representation. Upon said appearance and payment, such person shall be deemed to have admitted responsibility for the violation, to have been found responsible for the violation, and to have waived a hearing in court.

- (c) *Procedure where admission of responsibility is not made or fine is not paid.* If an authorized city official issues and serves a municipal ordinance violation notice and if an admission of responsibility is not made and the civil fine and cost, if any, prescribed by the schedule of fines for the violation are not paid at the bureau, a municipal civil infraction citation may be filed with the district court and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided by sections 8705 and 8709 of the act, but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

(Ord. No. 10-146, § 2, 6-1-2010)

#### **Sec. 1-40. - Violations constituting municipal civil infractions.**

A violation of the following chapters the Code of Ordinances of the city shall constitute a municipal civil infraction

- (1) Chapter 10, entitled "Animals," except for any ordinance now in effect or hereafter adopted prohibiting animal cruelty as a misdemeanor;
- (2) Chapter 18, entitled "Buildings and Building Regulations," except where misdemeanor offenses are expressly provided for under section 18-386
- (3) Chapter 46, entitled "Fire Prevention and Protection"
- (4) Chapter 90, entitled "Solid Waste";
- (5) Chapter 94, entitled "Streets, Sidewalks and Other Public Places"
- (6) Chapter 78, entitled "Utilities"
- (7) Chapter 106, entitled "Vegetation" and
- (8) Chapter 110, entitled "Zoning."

(Ord. No. 10-146, § 2, 6-1-2010)

#### **Sec. 1-41. - Municipal civil infractions—Civil penalties.**

- (a) A person found responsible for a municipal civil infraction shall be assessed a civil fine according to a schedule or schedules adopted from time to time by resolution of the city council or if no applicable schedule exists, a civil fine not to exceed \$500.00 as determined by the court.
- (b) In addition to such civil fine, the defendant in a civil infraction action shall be assessed the costs of such action, which are not limited to the costs taxable in ordinary civil actions and shall include all expenses, direct and indirect, and including reasonable attorney fees, to which the city has been put in connection with the municipal civil infraction, up to the entry of judgment. Costs of not less than \$10.00 not more than \$500.00 shall be ordered.
- (c) The penalty and costs shall be in addition to the abatement of the violating condition or any injunctive relief or the revocation of any permit or license.
- (d) A copy of the schedule or schedules, as amended from time to time, shall be posted at the municipal ordinance violations bureau.
- (e) A separate offense shall be deemed committed each day or on which a violation or noncompliance occurs or continues, unless otherwise provided.

(Ord. No. 10-146, § 2, 6-1-2010)

#### **Sec. 1-42. - Repeal and severability.**

- (a) All ordinances or parts of ordinances in conflict with the provisions of this article, except as herein provided, are hereby repealed only to the extent necessary to give this article full force and effect.
- (b) If any section, subsection, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

(Ord. No. 10-146, § 2, 6-1-2010)

#### **Sec. 1-43. - Savings clause, publication and effective date.**

- (a) The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this article, as amended.
- (b) The city clerk shall cause this article to be published in the manner required by law.
- (c) This article shall take full force and effect ten days after adoption by the city council unless enacted with immediate effect in accordance with the city Charter, sections 9.3 and/or 9.5.

(Ord. No. 10-146, § 2, 6-1-2010)



Woodhaven, Michigan, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 10 - ANIMALS >> ARTICLE II. - DOGS >> DIVISION 1. - GENERALLY >>

**DIVISION 1. - GENERALLY**

Sec. 10-41. - Purpose of article.

Sec. 10-42. - Running at large.

Sec. 10-43. - Barking, howling dogs.

Sec. 10-44. - Vicious dogs; dogs exposed to rabies.

Sec. 10-45. - Defecation.

Sec. 10-46. - Cleanliness of dogs and quarters used to house dogs.

Sec. 10-47. - Disposition of fees and charges.

Sec. 10-48. - Transfer of funds into general account.

Sec. 10-49. - Quarantine; authority to establish; publication; duties of owners; term.

Secs. 10-50—10-70. - Reserved.

**Sec. 10-41. - Purpose of article.**

The purpose of this article is to regulate the keeping of dogs and to provide for the protection of persons or property from dogs within the city.

(Code 1974, § 3-16)

**Sec. 10-42. - Running at large.**

It shall be unlawful for any owner of any dog to permit his dog to run at large within the city.

(Code 1974, § 3-17)

**Sec. 10-43. - Barking, howling dogs.**

No person shall own or keep a dog which, by loud, frequent or habitual whining, barking, yelping or howling, shall cause serious annoyance to the neighborhood or to the people passing upon the streets or highways in the city.

(Code 1974, § 3-18)

**Sec. 10-44. - Vicious dogs; dogs exposed to rabies.**

No person shall own or keep a fierce or vicious dog or a dog that has been bitten by any animal known to have been afflicted with rabies, or which shall have bitten any person.

(Code 1974, § 3-19)

*State law reference— Rules for control of rabies and disposition of nonhuman agents carrying disease, MCL 333.5111, MSA 14.15(5111)*

**Sec. 10-45. - Defecation.**



No person owning or keeping a dog shall allow the dog's feces to remain on any public or private property not owned by the person. This section shall not apply where the violation involves a dog which is used as a guide dog or leader dog for a blind person, a hearing dog for deaf or audibly impaired person, or a service dog for a physically limited person or any official police dog owned and maintained by the city or other law enforcement agency.

(Code 1974, § 3-20)

**Sec. 10-46. - Cleanliness of dogs and quarters used to house dogs.**

It shall be the duty of every person owning or keeping a dog to maintain the dog and its quarters in a neat and clean manner and not to permit refuse to accumulate in the dog's pen or quarters.

(Code 1974, § 3-21)

**Sec. 10-47. - Disposition of fees and charges.**

The city clerk shall keep an accurate record of all fees collected and charges made by him under this article and turn the fees and charges over to the city treasurer who shall deposit such fees and charges and keep a separate account designated as the "dog license account" to be held for payment of claims as provided in section 10-48.

(Code 1974, § 3-22)

**Sec. 10-48. - Transfer of funds into general account.**

On June 30 of each year, any monies remaining in the dog license account, after payment of all claims, shall be transferred to the general account of the city.

(Code 1974, § 3-23)

**Sec. 10-49. - Quarantine; authority to establish; publication; duties of owners; term.**

The chief of police or the city council shall, at any time he or it considers it advisable for the public health and safety, have the authority to put into effect a dog quarantine, by causing a publication entitled, "Notice of dog quarantine," to be published in a newspaper having local circulation in the city. The notice shall provide for a period during which all dogs within the city shall be confined upon the property of the owner, and, during such period, it shall be unlawful for the owner of any dog to permit such dog to cross his property line. The owner of every dog shall be charged with the responsibility of enforcing such confinement. The quarantine shall take effect 24 hours after the publication and continue during the time prescribed in the publication.

(Code 1974, § 3-24)

**Secs. 10-50—10-70. - Reserved.**

13-76

Moved by Comm. Campbell, supported by Comm. Pierce, CARRIED to approve the following:

WHEREAS, the 25<sup>th</sup> District Court Management Council has met, reviewed, discussed, approved, and now recommends the approval by this governing body of both the 25<sup>th</sup> JUDICIAL DISTRICT COURT 2 YEAR BUDGET FOR THE PERIOD COMMENCING JULY 1, 2013 AND EXPIRING MIDNIGHT, JUNE 30, 2015 and the interlocal AGREEMENT BETWEEN THE CITIES OF ECORSE, LINCOLN PARK AND RIVER ROUGE FOR THE MANAGEMENT AND OPERATION OF THE 25<sup>TH</sup> DISTRICT COURT;

Whereas, THIS DISTINGUISHED Mayor and City Council for the City of River Rouge has received and reviewed the 25<sup>th</sup> JUDICIAL DISTRICT COURT 2 YEAR BUDGET FOR THE PERIOD COMMENCING JULY 1, 2013 AND EXPIRING MIDNIGHT, JUNE 30, 2015 and the interlocal AGREEMENT BETWEEN THE CITIES OF ECORSE, LINCOLN PARK AND RIVER ROUGE FOR THE MANAGEMENT AND OPERATION OF THE 25<sup>TH</sup> DISTRICT COURT and wishes to signify its approval of same;

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND CITY COUNCIL FOR THE CITY OF RIVER ROUGE hereby approve the 25<sup>th</sup> Judicial District Court 2 year budget for the period commencing July 1, 2013 and expiring midnight, June 30, 2015 as presented and further approve entering into the interlocal Agreement Between The Cities of Ecorse, Lincoln Park and River Rouge for the management and operation of the 25<sup>th</sup> District Court.

YEAS; Campbell, Pierce, Ward, Bowdler

NAYS: None

ABSTAIN: None

13-77

Moved by Comm. Ward, supported by Mayor Bowdler, CARRIED to approve the following:

# AN ORDINANCE TO AMEND ORDINANCE 283, AS MENDED AND ORDINANCE 339 TO DEFINE AND PROHIBIT THE TETHERING OF DOGS AND PENALTIES FOR VIOLATIONS

## Section 1. Definition of Tethering

Tethering means the practice of securing a dog to a stationary object by means of a rope, a metal chain or coated steel cable for keeping a dog restrained. Tethering does not mean walking a dog on a leash, or for temporary grooming training or other professional service.

## Section 2 Tethering

(A) It shall be unlawful for a person to:

1. Continuously tether a dog for more than three hours per day;
2. Tether a dog on a tether made of anything but a coated steel cable more than (10) feet in length;
3. Use a tether or any assembly or attachments thereto to tether a dog that shall weigh more than ten percent (10%) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
4. Tether a dog on anything except a buckle-type collar or harness, or tethering on a choke chain or around the dog's neck, or tethered to training collars such as choke or pinch-style collars, or in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles; or
5. Tether a dog without access to shade when sunlight is likely to cause overheating or appropriate shelter to provide insulation and protection against cold and dampness when the atmospheric temperature falls below

April 2, 2013

- 40 degrees Fahrenheit, or to tether a dog without securing its food and water supply so that it cannot be tipped over by the tether, or
6. Tether a dog in open area where it can be teased by persons or an open area that does not provide the dog protection for attack by other animals; or
  7. Tether a dog in an area where bare earth is present and no steps have been taken to prevent the surface from becoming wet and muddy in the event of precipitation.
  8. Tether a dog less than four (4) months of age.
  9. Tether more than one dog to a single tether.
  10. Tether a dog to a stationary object which would allow a dog to come within five feet of any property line.
  11. Tether a dog without a swivel attached and/or equipped on both ends.

(B) The animal control officer, or his/her designee, may in his/her discretion order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety or welfare of the dog.

### Section 3. Penalty

A person found responsible for violating Section 2 shall be deemed responsible for a municipal civil infraction as defined in City of River Rouge code of Ordinances with a maximum fine of \$250.00. Any person found liable for violating this section three or more times in a one year time span shall be guilty of a misdemeanor as defined in City of River Rouge, Code of Ordinances, punishable by a fine of not more than \$500.00 and/or 90 days in jail.

### Section 4. Saving Clause

Nothing in this Ordinance or in the code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquiring or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character lost, impaired or affected by this Ordinance.

### Section 5 Severability

Should any word, sentence, phrase or any portion of this Ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such work, sentence, and phrase. Any portion of the Ordinance held to be invalid shall not be construed as affecting the validity of any of the remaining works, sentences, phrases or portions of the Ordinance.

### Section 6 Repeal

All prior existing ordinances adopted by the City of River Rouge inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

### Section 7 Publications, Adoption, and Effective Date

The Clerk for the City of River Rouge shall cause this ordinance to be published in the manner required by law and City Charter. This Ordinance shall take effect and be in force and from and after the date of its approval and publication.

YEAS; Campbell, Pierce, Ward, Bowdler

NAYS: None

ABSTAIN: None

13-78

Motion to adjourn at 7:55p.m.

Susan P Joseph  
City Clerk

CITY OF RIVER ROUGE, MICHIGAN  
REGULAR MEETING OF THE CITY COUNCIL  
RIVER ROUGE CITY HALL – April 2, 2013

\*\*\*\*\*

Meeting called to order at 7:37 pm

Mayor Bowdler in the Chair

Present: Campbell, Pierce, Ward

Absent: None

Excused: Kerns, Perry, Pruneau

Also Present:

Susan Joseph-City Clerk, Lisa Givens-Assessor, Dennis Luke- Legal Counsel, Mary Anne Reiman-Personnel

Jeffrey Harris-Police/Fire Chief

13-72

Moved by Comm. Campbell, supported by Comm. Ward, CARRIED to approve the minutes of the meeting held on March 19, 2013

Yeas: Campbell, Pierce, Ward, Bowdler

Nays: None

13-73

Moved by Comm. Campbell, supported by Comm. Ward,, CARRIED to approve voucher 50111 thru 50201 plus payment to ABS in the amount of 6547.78 plus payment to Blue Cross/Blue Shield in the amount of \$219,968.00 for April 2013, \$219,968.00 for May 2013 and \$219,968.00 for June 2013, plus two (2) payrolls.

Yeas: Campbell, Pierce (except 50167), Ward (except 50195), Bowdler

Nays: None

Abstain: Pierce on 50167 and Ward on 50195

13-74

Moved by Comm. Pierce, supported by Comm. Ward, CARRIED to approve business licenses for the following: H&R Block, Bi-Rite Supermarket, Brown Derby Bar, House of Auto Parts and The Tax Experts.

Yeas: Campbell, Pierce, Ward, Bowdler

Nays: None

13-75

Moved by Comm. Ward, supported by Comm. Pierce,, CARRIED to approve 3 electrical permits, 1 industrial mechanical permit, , 4 mechanical permits and 2 plumbing permits.

Yeas: Campbell, Pierce, Ward, Bowdler

Nays: None

Mayor and Council hold a moment of silence for Constable John Lawrence who passed away this past weekend.

Mayor Bowdler would like to thank everyone that helped make the Easter Egg Hunt a success.

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

4

**MEETING DATE:** January 13, 2014

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

**ITEM:** Contract/Invoice from FirstCall Network Inc.

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

**INDIVIDUALS IN ATTENDANCE:** Dan Grant

**BACKGROUND:** For the past several years, the City of Wyandotte has had a contract with FirstCall Emergency Notification network which is an internet based notification system which is used to notify Wyandotte residents and administrative staff of emergency situations via land based telephone lines, cell phone, text messages, and e-mails. We have utilized this system most recently for the snow emergencies and have in the past used it for power outages as this system allows our administrative personnel the flexibility to send messages throughout the entire city or to smaller sections by using the geo-mapping option. The annual cost for contracting the services of FirstCall is \$7,500 per year and the payment is made from funds obtained from the City of Wyandotte, the Wyandotte School District, BASF, and Henry Ford Wyandotte Hospital.

**STRATEGIC PLAN/GOALS:** This contracted service allows the City of Wyandotte to notify our residents and administrative staff in emergency situations which may affect the welfare of those we serve. The dissemination of such information is consistent with the City of Wyandotte's strategic plan.

**ACTION REQUESTED:** City Council approval for the Mayor to sign the contract with FirstCall Network, Inc. and make payment in the amount of \$7,500.00 per year for the duration of the 3-year contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The funds for this transaction will come from the Reserve-Disaster Planning Account 101-000-257-250-062 with the funds generated from the City of Wyandotte, the Wyandotte School District, BASF, and the Henry Ford Wyandotte Hospital.

**IMPLEMENTATION PLAN:** If approved by the City Council, the contract will be signed by the Mayor and payment will be made validating the 3-year contract.

**COMMISSION RECOMMENDATION:** The Police Commission has received this proposal and I am confident they will concur with approval at our scheduled meeting on January 14<sup>th</sup>.

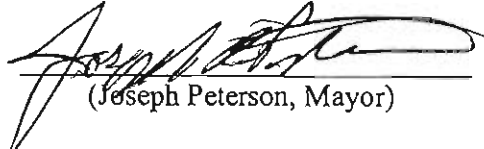
**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur with recommendation.

  
(Todd Drysdale, City Administrator)

**LEGAL COUNSEL'S RECOMMENDATION:** Concur with recommendation.

\_\_\_\_\_  
(William Look, City Attorney)

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

  
(Joseph Peterson, Mayor)

**LIST OF ATTACHMENTS:**

1. FirstCall Network Invoice #120113-03
2. FirstCall Network Contract
3. FirstCall information flyer

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: January 13, 2014

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

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to enter into a contractual agreement with FirstCall Emergency Notification Network and authorize the Mayor to sign the 3-year contract.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this expenditure will be paid from our Reserve-disaster planning account which are funds generated from the City of Wyandotte, the Wyandotte School District, BASF, and the Henry Ford Wyandotte Hospital.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

DATE	INVOICE
11/01/2013	#120113-03

## ***FirstCall Network, Inc.***

5423 Galeria Drive  
Baton Rouge, LA 70816  
225-295-8123

Federal I.D. #72-1392139

**Chief Daniel J. Grant, Police Chief  
City of Wyandotte Police Department  
2015 Biddle Avenue  
Wyandotte, MI 48192**

	<b>Acct #10169</b>	
Quantity	Description	Amount
1	<b>Annual Service Contract for geographic and fixed list emergency telephone notification services</b>  Contract period: December 01, 2013 to November 30, 2014  Includes 10,000 minutes per year with rollover of unused minutes from year to year.	<b>\$7,500.00</b>
	<b>DUE: DECEMBER 01, 2013</b> If you have any questions regarding your bill, please contact our Billing Department at (225) 295-8123, or <a href="mailto:winson@firstcall.net">winson@firstcall.net</a> .	
<b>Thank you for your business!</b>		<b>Total: \$7,500.00</b>

Please make checks payable to and mail to:

***FirstCall Network, Inc.  
5423 Galeria Drive  
Baton Rouge, LA 70816***

**EMERGENCY NOTIFICATION SERVICE  
CONTRACT  
BY AND BETWEEN  
FIRSTCALL NETWORK, INC.  
AND  
THE CITY OF WYANDOTTE, MICHIGAN**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between *First Call Network, Inc.* ("First Call Network"), a corporation duly organized and existing under the laws of the State of Louisiana with principal business offices located at 5423 Galeria Drive, Baton Rouge, Louisiana 70816 and *The City of Wyandotte*, existing under the laws of the State of Michigan with principal business offices located at: 3200 Biddle Avenue, Wyandotte, Michigan 48192.  
(hereinafter referred to as ""Subscriber")

WHEREAS, First Call Network provides a service, the purpose of which is to assist municipalities and other organizations in large scale emergency communications including telephones – land line, cellular and smartphones, SMS text messaging, and electronic mail.

WHEREAS, the Subscriber desires to engage the services of First Call Network for the purpose of coordinating a program and service within its area such that large scale emergency communications to residents and other identified contacts may be implemented;

NOW, THEREFORE, in consideration of mutual agreements, covenants, and promises herein contained, the parties agree as follows:

1. The Subscriber with the assistance of First Call Network shall identify, establish, and designate specific geographic areas within the boundaries of the Subscriber. Such geographic areas shall be indicated on First Call public maps or computer mapping programs. The Subscriber may provide required maps with a copy of any mapping software used, at no expense to First Call Network.
2. First Call Network shall provide, program, and store in First Call Network's computers, a list of commercially available residential and business telephone numbers within the municipality. First Call Network shall utilize a list provided by the Subscriber if the Subscriber so chooses. Such numbers shall be programmed to access geographic areas of the municipality by location. (If the municipality wishes to include the telephone numbers of residents who have unlisted numbers, the municipality shall collect and forward to First Call Network such names, addresses, and phone numbers. First Call Network will use its best efforts to add such names, addresses, and phone numbers to the database. First Call Network will maintain the confidentiality of all unlisted numbers.) In addition, the Subscriber may provide all telephone data or numbers and addresses for the hearing impaired and the physically challenged in an approved format.



3. In addition to providing service to geographically defined areas within the contract service area, the Subscriber may provide with each contract fixed lists of public safety personnel and public safety facilities. First Call Network will maintain the confidentiality of all telephone numbers received from the Subscriber. Updates may be provided on disk, CD or via email in First Call Network approved database files. New listings and additional unlisted telephone numbers shall be incorporated into the database once each contract year quarter at no charge. Also, the Subscriber shall, whenever possible, provide 911 telephone data for inclusion in the geographically defined area at no additional expense to First Call Network.

4. The Subscriber and First Call Network shall agree upon, prior to utilizing the services of First Call Network, the administrative offices and personnel thereof who shall be authorized to access said services. A written list of these authorized users must be provided to First Call Network and signed by an authorized representative of the Subscriber. Any changes to the list of authorized users must be submitted in the same manner. The Subscriber and First Call Network shall coordinate efforts to train those personnel who are authorized to access the services of First Call Network.

5. Upon receiving a request from authorized personnel, the services of First Call Network shall be activated and all calls placed as instructed by the Subscriber. However, before a call can be activated by FirstCall Network, the authorized user shall provide the proper credentials and password to FirstCall Network.

6. For each requested activation, First Call Network shall record the amount of system usage used on behalf of the Subscriber. First Call Network shall thereafter fax and /or e-mail a report of the telephone calls made and the number of messages delivered.

7. First Call Network agrees to provide trained personnel to activate the client requested services on a twenty-four (24) hour per day, seven day a week basis, at First Call Network headquarters.

**8. The Subscriber agrees to pay First Call Network 7.0 cents per minute for incident and informational message activations. SMS Text Messages are billed at 7.0 cents per completed message. Multi-lingual messages will increase the overall costs per completed call. A translation Fee of \$25.00 will be charged to cover the costs associated with Language Line Services. Should the Subscriber choose to translate the message in-house and transmit it to FirstCall, the translation fee will not apply** First Call Network agrees to invoice the Subscriber for all usage within 10 days of the calling session, and the Subscriber agrees to compensate First Call Network for all usage within 30 days of the invoice date.

9. In the event the Subscriber fails to compensate First Call Network within 60 days of billing, First Call Network shall be under no obligations to provide the Subscriber with additional services. Interest charges of 8% per annum shall be incurred by the Subscriber on balances unpaid after 60 days from date of invoice. In addition, FirstCall Network has the right to deduct any outstanding charges from any remaining prepaid balance of the service year contract. The foregoing time limits and penalties shall not apply during any period in which the Subscriber disputes the accuracy or validity of the billing.

10. First Call Network shall not be responsible for any acts or omissions of the Subscriber or its administrative offices, their employees, agents, contractors, officers, or directors resulting in the failure of First Call Network to perform under this agreement by reason of strikes, Acts of God, breakdown of telephone lines and service, power shortages or outages, or other causes beyond the reasonable control of First Call Network.

11. The parties expressly acknowledge that First Call Network is contracted by the Subscriber only for the purposes and to the extent set forth in this agreement, and the relation of First Call Network to the Subscriber shall during the period or periods hereunder, be that of an independent contractor. First Call Network shall not be considered as having employee, subcontractor, agent, or joint venture status.

12. This agreement shall take effect on **December 1, 2013** and shall continue for a period of three (3) years ending on **November 30, 2016**. The first year's payment is due upon the completed execution of this agreement. The annual fee schedule for each year is as follows:

<b>1st Twelve Month Period</b>	<b>\$7,500.00</b>	<b>due December 1, 2013</b>
<b>2nd Twelve Month Period</b>	<b>\$7,500.00</b>	<b>due December 1, 2014</b>
<b>3rd Twelve Month Period</b>	<b>\$7,500.00</b>	<b>due December 1, 2015</b>

**Value Added Package Included**

**10,000 minutes per year with rollover of unused minutes from year to year. Access to 24/7/365 live operators, web portal access, citizen cell phone/sms text registration page, unlimited weather alerts for county personnel and citizens, option to purchase 10,000 minute blocks for \$540.00 or \$0.054/minute, and unlimited web based training.**

13. No guarantee is made of the accuracy of phone numbers provided by the client or commercial sources except to the extent that ordinary business care will be taken in the acquisition, receipt, maintenance, and extraction of data so acquired or provided. No representation is made that the person intended to receive the call will be physically present. No representation is made that First Call Network will attempt to verify physical presence or mental understanding of the delivered message.

14. This agreement sets forth the entire understanding and agreement between the parties. This agreement may be modified or changed only in writing, and such modifications and changes must be signed by both parties under the laws of the State of Michigan.

15. This agreement shall be interpreted and construed under the laws of the State of Michigan.

16. If any provision of this agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the agreement shall remain intact.

17. In the event First Call must obtain legal assistance to enforce any provision of this contract, the Subscriber agrees to pay the reasonable legal fees for said enforcement.

**FIRSTCALL NETWORK, INC.  
5423 GALERIA DRIVE  
BATON ROUGE, LOUISIANA 70816**

C. J. "Red" Delatte, CEM  
By: print/type name

Executive Vice President  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THE CITY OF WYANDOTTE, MICHIGAN  
3200 BIDDLE AVENUE  
WYANDOTTE, MICHIGAN 48192**

The Honorable Joseph R. Peterson  
Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

November 7, 2013






Chief Daniel J. Grant, Police Chief  
City of Wyandotte, Michigan - Police Department  
2015 Biddle Avenue  
Wyandotte, Michigan 48192

Dear Chief Grant:

FirstCall Network, Inc. is a (SaaS) service based, offsite, high speed community, business and industry emergency telephone-landline/wireless, SMS text, and email notification network. FirstCall is fully staffed 24-7 with trained emergency notification personnel. FirstCall provides a complete independent means of notification and warning to the general public utilizing operator assisted system activations and web-portal applications.

FirstCall has proven our services during Hurricanes Katrina, Rita, Gustav, Ike and most recently Hurricanes Isaac and Sandy. Our techs worked around the clock to activate inbound systems, in record time, to relieve congestion at 911 centers and disseminate information to the public. During these disastrous storms, FirstCall delivered over 3.5 million messages primarily to citizens and first responders within the first days of the disaster. First responders and emergency personnel functioned more efficiently for the public by not having to answer repetitive questions.

We want to provide you with an overview of our **Emergency Notification Services**. Our system immediately sends alerts via voice, text and email. We provide high-speed emergency notifications to ... Municipalities, State Agencies, Federal Agencies, Institutions of Higher Education, Schools, Industries and Corporations.

Instantly Notify Everyone by ....				
<b>Phone</b>	<b>Cell</b>	<b>SMS</b>	<b>Email</b>	<b>Info Line</b>
				
<ul style="list-style-type: none"><li>» Home, work, and cell phones</li><li>» Text messaging devices (via SMS)</li><li>» Email and TTY/TTD devices</li><li>» Community Information Line Service</li><li>» As well as by pagers, computer desktops, Windows Mobile devices</li></ul>				



Our complete suite of **Emergency Notification Services** is based on the foundation of our decade of proven technology that consistently allows **FirstCall** to be ranked as the leader in mass emergency notification. We will customize services to your needs and provide unlimited training at no additional charge.

Alerts may also be delivered using our additional Emergency Notification Suite of services:



**BlurtAlert for Desktops** - **BlurtAlert** provides real-time, visible instant popup notification of alerts on all your PC screens, Digital Signage, TVs and Windows Mobile based phones.



**Community Information Line Service** - An important tool that is an inbound toll free service for keeping communities informed about critical issues.

A live demo is available via WebEx whereby you personally can quickly initiate a test emergency alert that will appear, in real-time, on your actual cell phone as a voice message and text alert and in your personal email inbox using our **FirstCall Emergency Notification Service**, all while we are on the demo with you. Please visit us at [www.firstcall.net](http://www.firstcall.net).

Should you have any questions about our services, please feel free to give me a call.



C. J. "Red" Delatte, CEM  
Executive Vice President and Co-Founder  
FirstCall Network, Inc.  
5423 Galeria Drive  
Baton Rouge, Louisiana 70816  
Toll Free: 800.653.9232  
Email: [red@firstcall.net](mailto:red@firstcall.net) Cell: 225.921.3356



**EMERGENCY NOTIFICATION**

***In an uncertain world, few names can be trusted to provide our friends, families and communities the safe and secure lives we all deserve.***

FirstCall is the most trusted, innovative and dependable industry leader in high-speed Emergency Notification. As the industry's pioneer with over 13 years of experience, FirstCall provides interactive multi-media emergency communication solutions that are effective and efficient methods for delivering real-time alerts.

We are the most experienced emergency notification entity on the globe, defining our industries' best-practices, creating proven and successful strategies while continuing to invest in the most advanced technologies available. Beyond technology, we understand the importance of investing, training and providing one of the most experienced and credible teams in our industry. We are the only emergency mass notification company who has a director with 20 years of experience as a FEMA-IAEM Certified Emergency Manager.

Beyond our experienced team and the most advanced technology, we make a simple promise to our clients: To provide reliant assurance to clients by safeguarding communities with piece of mind advanced technology and industry leading experience. Put simply, we help save lives.

***INSTANTLY NOTIFYING EVERYONE.***

#### **Industries Served**

Municipalities  
State Agencies  
Federal Agencies  
Education  
Correctional  
Industrial  
Corporations

#### **Emergency Notification Solutions**

Phone  
Cellular  
Text Messaging(SMS)  
Email  
Info Lines  
Pagers  
TTY/TTD devices  
Computer Desktops  
Signage



**24/7 EMERGENCY NOTIFICATION**

## **INSTANTLY NOTIFYING EVERYONE.**



The system can be activated over our secure website using any Internet connection or by calling our 24 hour operators from any phone. FirstCall immediately and concurrently delivers emergency alerts to citizens, first responders and the EOC staff. All of this is done via our time tested Emergency Notification Service to phones, cell phones, SMS text messaging devices, email, pagers and TTY/TTD devices.

***Superior Emergency Notification  
Technology and Service.***



***ADVANCED / RELIABLE / EFFICIENT***

- + 24/7 Live Personnel Monitoring
- + Dependable response and monitoring time
- + Customer Service beyond reproach
- + Customized technological solutions to fit every need



***FIRSTCALL***


EMERGENCY NOTIFICATION

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

**MEETING DATE:** January 13, 2014

**AGENDA ITEM #** 5

**ITEM:** Worker's Compensation Service Provider – Broadspire Services, Inc.

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Attached you will find a proposal from Broadspire Services, Inc., the City's workers compensation service provider, to extend the existing service agreement for twenty-four (24) months. This agreement would continue to satisfy the requirements of the State of Michigan's Workers Disability Compensation Act of 1969 which requires self-insured entities to have a worker's compensation service provider.

The agreement continues to cover both the General City and the Department of Municipal Service. Based upon past service usage, the General City can expect to pay approximately seventy-five percent (75.0%) of the minimum annual fee under the terms of this service agreement. Ultimately, the General City will be billed for actual expenditures based on an audit of actual activity.

**STRATEGIC PLAN/GOALS:** To be financially responsible and to provide the finest services and quality of life.

**ACTION REQUESTED:** Grant authorization to accept the proposal from Broadspire Services, Inc., to remain the City's workers compensation service provider until December 31, 2015.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Estimated fees are projected to be \$10,980 annually. Expenses are paid based on actual claims history. Historically, the General City incurs seventy-five percent (75%) which is projected to be \$8,235 annually. Amounts budgeted in the City's Self Insurance Fund (677).

**IMPLEMENTATION PLAN:** City Administrator's Office will continue to manage the worker's compensation claims in conjunction with service provider.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

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

**MAYOR'S RECOMMENDATION:** Concur 

**LIST OF ATTACHMENTS:** 1. Proposal from Broadspire Services, Inc. for the period of 1/1/2014 – 12/31/2015.

**MODEL RESOLUTION:**

RESOLVED by the City Council that the Communication from the City Administrator relative to the City of Wyandotte's workers compensation service provider is hereby received and placed on file AND

FURTHER, the Council concurs in the recommendation to extend the existing service agreement for worker's compensation administration with Broadspire Services, Inc., until December 31, 2015.



# **CITY OF WYANDOTTE**

## **WORKERS' COMPENSATION PROGRAM**

**(01/01/2014 - 12/31/2015)**

**Presented by:**

**Joanne Cameron, Account Executive  
Broadspire Services Inc.**



This confidential quotation has been prepared with pride specifically for

## **CITY OF WYANDOTTE**

*and will remain in effect for 90 days from the date of receipt.*

### **ITEMS INCLUDED IN BROADSPIRE CLAIM SERVICE FEES (NO ADDITIONAL CHARGE)**

- ✓ Designated or dedicated (when claim volume merits) claim professionals
- ✓ Filing of the Employers First Report of Injury and other standard forms required for individual file
- ✓ Claim Acknowledgements
- ✓ File set-up
- ✓ Special Account Instructions
- ✓ Best Practices
- ✓ Q-Ops (Quality Assurance Program)
- ✓ Three-point contact (Other than Medical Only claims)
- ✓ One-point contact (Medical Only claims)
- ✓ All inside investigations
- ✓ Supervision
- ✓ Strategic Plans of Action
- ✓ Reserve Advisories
- ✓ Pre-settlement Notifications at Defined Thresholds
- ✓ Best Practices Storage of Closed Claims
- ✓ Claim File Reviews at Defined Intervals
- ✓ Banking/Billing
- ✓ Duplicate Bill Detection (MBR)
- ✓ SCHIP Reporting to CMS (or other reporting agent if not using the Broadspire/PMSI solution)

The information contained in this proposal and quote is confidential and proprietary to Broadspire. It is being provided to you strictly for the purpose of evaluating a potential business relationship with Broadspire for claim and risk management consulting.



A CRAWFORD COMPANY

Claim Administration Fees  
CITY OF WYANDOTTE

Life of Contract

Line of Business	Renewal Claims	Fees	Total Fees
Workers Compensation - New 1-1-14/15			
Medical Only	2	\$ 149	298
Other Than Med Only All Other States	4	\$ 1,058	4,232
Occ Diseases or Employer Liability All states	-	\$ 1,194	-
Record Only Claims	-	\$ 46	-
Administrative Costs			1,500
System Charges			4,800
New Claim Intake	6	\$ 25	150
Total			10,980
Workers Compensation - New 1-0-1-15/16			
Medical Only	2	\$ 149	298
Other Than Medical Only All Other States	4	\$ 1,058	4,232
Occ Diseases or Employer Liability All States	-	\$ 1,194	-
Record Only Claims	-	\$ 46	-
Administrative Costs			1,500
System Charges			4,800
New Claim Intake	6	\$ 25	150
Total			10,980

This pricing includes services on behalf of Client until termination of the Agreement. At the conclusion of the Agreement, the claims will be transferred to the Client or the Client's new ITPA at Client's expense or Broadspire will handle to conclusion of the claim at the then current rates.



## Ancillary Services

1-1-14 / 1-1-15

CITY OF WYANDOTTE

### Ancillary Services:

Subrogation Recovery - percentage of recovery after expenses or the rate in effect at the time of referral. 25%

### Second Injury Fund - New Claims Percentage of Recovery

Alaska, Arizona, Florida, Louisiana, Massachusetts, Minnesota, Nevada,  
New Hampshire, Kentucky 16.50%

Georgia, Massachusetts COLA, New York, South Carolina 11.00%

Massachusetts file re-creation - to be negotiated 33% - 55%

All other states Hourly

Takeover claims accepted by Fund - All States 4.40%

Legal services Hourly

Discontinued Services - No Benefits Obtained - not to exceed percent of expected recovery noted above or \$5,500, whichever is less. Hourly

### Hourly Rates:

Senior partner \$ 192.50

All other attorneys \$ 165

Paralegals/assistants \$ 99



## CITY OF WYANDOTTE

Medical Management Fees  
MEDICAL BILL REVIEW  
1-1-14 / 1-1-15

Medical Bill Review - Per Bill Option	\$8.50 for fee schedule or U&C reductions
All Network/Non-Network Optimization Services (including the prescription drug program)	30 % of Savings
Network / Non-network optimization services is defined as the difference in reductions between the Medical & Specialty Bill Review savings and reductions associated under the applicable network/non-network contract/agreement or savings optimization programs.	
Specialty Bill Review - includes proprietary adjudications rules and clinical edits over and above: a) the state or federal mandated fee schedule or b) the reasonable and customary charges as mandated by law in those states not governed by a mandated fee schedule. Fees are applicable to either the per bill or per line MBR fee options.	30 % of Savings
Duplicate Bill Detection	Included
MEDICAL MANAGEMENT SERVICES (*)	
Utilization Review - Standard	\$120 Flat Rate (excluding peer fees)
Utilization Review - Complex	\$100 per hour (excluding peer fees)
Telephonic Case Management	\$105 per hour, plus expenses
Mental Health	\$110 per hour, plus expenses
Senior Nurse Reviewer Program (SNR)	\$110 per hour, plus expense
Field Case Management (FCM) and Vocational Rehabilitation	\$105 per hour, plus expenses \$125 per hour, plus expenses in CA, NY, HI, MA, AK (or state mandated fee schedule rate)
Catastrophic Care Management	\$135 per hour, plus expenses \$145 per hour, plus expenses in CA, NY, HI, MA, AK (or state mandated fee schedule rate)
Critical Incident Stress Management (CISM)	\$135 per hour, plus expenses \$145 per hour, plus expenses in CA, NY, HI, MA, AK
Physician Review Services (excluding Pharmacy): Standard	\$250 flat rate
Extensive/Complex	\$375 per hour, one hour minimum, \$94 for each additional 15 minute increments over an hour
Physician Pharmacy Review:	
Non Formulary Rx	\$90 flat rate
Brief	\$375 flat rate
Standard	\$620 flat rate
Extensive/Complex	\$760 flat rate
Physician Legal Activities	\$395 one hour minimum, \$98 for each additional 15 minute increments over 1 hour.
Chronic Pain Management Review	\$950 flat rate

Broadspire offers a wide array of additional services for which we will be pleased to provide you with specific quote.

In the case of termination, expiration or non-renewal of the Agreement, any cases referred after the date of termination, expiration or non-renewal will be handled per fees in effect at the time services are rendered.

For medical management, actual drive time will be billed in the applicable hourly rate and actual mileage will be charged at current rates. For multiple cases managed on the same trip, drive time and mileage expenses will be prorated.

\* Subject to state requirements and your special handling requirements.



Claim Administration Fees  
**CITY OF WYANDOTTE**  
PAYMENT OF SERVICE FEES

**Option One:**

Total estimated annual service fees will be billed in two (2) equal installments. Each installment will be due the first of the month.

The first adjustment of the claim fee will be determined six (6) months after the ending date of the contract. Subsequent adjustments or incurred billings will follow the first adjustment in order to capture any claim changes or Incurred But Not Reported (IBNR) claims.

**LOSS FUNDING**

**Escrow Funds:**

A loss fund (escrow) deposit is required in order for Broadspire to issue claim and allocated expense payment checks drawn on the loss fund bank account. At inception of the Agreement to be signed by the parties, a loss fund will be established based on estimated funds necessary to pay claims during a specified period of time (daily, weekly, monthly or quarterly).

Large loss payments will require pre-funding by CLIENT prior to any payment being released.

Broadspire will provide current monthly loss run and loss fund activity reports at no additional charge. In addition, Broadspire will provide, if requested, a monthly data tape for our contract principal at no additional charge.



A CRAWFORD COMPANY

Claim Administration Fees

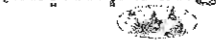
## CITY OF WYANDOTTE

### ALLOCATED CLAIM EXPENSES

All costs, expenses or fees ("Expenses") incurred in investigation or handling of claims will be paid as ALAE, described in more detail in the Claim Administration Service Section of the Agreement.

Allocated expenses may include but are not limited to:

- ✓ Accident Reconstruction
- ✓ Appraisals
- ✓ Architects/Contractors
- ✓ Attorney Fees
- ✓ Court Reporter Services
- ✓ Court Costs
- ✓ Depositions/Video Statements
- ✓ Official Documents/Transcripts
- ✓ On-site Investigations
- ✓ Subrogation (Net recovery after Expenses)
- ✓ Second Injury Fund Recoveries (% of recovery - rate varies on state by state basis)
- ✓ Independent Medical Examinations
- ✓ Witness Fees
- ✓ Special Investigation Unit
- ✓ Medical Records
- ✓ Index Bureau Reporting (if carrier or client's subscriber number is used, indexing fee will not be charged to the claim file)
- ✓ Police, Fire Reports
- ✓ Service of Process Fees
- ✓ Trial/Hearing Attendance
- ✓ Extraordinary Travel made at Client Request



A CRAWFORD COMPANY

CITY OF WYANDOTTE

Claim Administration Fee

CLAIM CLASSIFICATION DEFINITIONS

Workers Compensation - Medical Only Claims

Claims only involves medical treatment

No case management/ utilization review

No substantial loss time

No investigation

Not controverted

Not litigated

Under \$3,000 in medical payments

Workers Compensation - Indemnity Claims

All other claims not categorized

Recent Only

A claim for record keeping purposes only

Only entered into database

No file created

No investigation and no payments

Reported by CLJE/NT as a Record Only Claim

If not reported to Broadspire as a Record Only Claim, the claim will be set up as a Medical Only, Other Than Med Only Claim, Liability or whatever type of claim is appropriate based on the facts of the claim.

Physician Review Services

Physician Review Services (excluding Pharmacy): Standard Review includes review of clinical records of 25 pages or less.

Extensive/Complex includes review of clinical records exceeding 25 pages.

Physician Review Services (Pharmacy): Brief Clinical Review includes review of 3 pages or less of clinical records and 2 or fewer

drugs under review. Standard Clinical Review includes review of 25 pages or less of clinical records with 3-6 drugs under

review. Extensive/Complex Clinical Review includes review of 26+ pages of clinical records and for more than 6 drugs under review. All

levels may or may not include peer-to-peer teleconference.

Physician Review Services - Legal Activities: Includes telephone depositions; travel expenses billed at cost (if applicable).

Chronic Pain Management Review: A structured and systematic management process that reviews identified chronic musculoskeletal

based medicine guidelines. The claims are assessed by a multidisciplinary team consisting of physicians, case managers and claim

professionals to develop a comprehensive management plan that establishes goals, actions, accountabilitys and follow-up timeframes with

the goal of promoting high quality, cost-effective evaluative and therapeutic services for the chronic nontrauma pain population.

Utilization Reviews

Standard (excluding peer reviews): Standard Utilization Review includes prospective and concurrent requests for treatment types such

as Consult/Referral, Diagnostic Testing, Durable Medical Equipment, Follow-up Visit, Group Membership and Psychology.

Complex (excluding peer reviews): Complex Utilization Review includes prospective and concurrent requests for all treatment types

not included in the Standard Utilization Review. Also, Complex Utilization Review includes retrospective, appeal and reconsideration

requests for all treatment types





Claim Administration Fees  
**CITY OF WYANDOTTE**  
NOTES

Liability pricing is per claimant and feature (i.e. a bodily injury claim and a property damage claim will be billed as two separate claims).

Medical management expenses set forth above are valid through January 1 after the Agreement Effective Date and may be increased annually thereafter. In the event cases are referred for medical management following expiration of the term, such fees will be in accordance with the listed fee schedule in any renewal agreement, or as agreed to by the parties. In case of termination or non-renewal of the Agreement, any cases referred after the date of termination or non-renewal will be handled per the listed fee schedule or at a mutually-negotiated rate. For medical management, actual drive time will be billed at the hourly rate set forth and actual mileage will be charged at current rates. For multiple cases managed on the same trip, drive time and mileage expenses will be prorated.

Broadspire offers our clients services through the use of in house and preferred vendors. When using preferred vendors, please note Broadspire's fees and/or expenses not only include the cost of any access fees that Broadspire pays to third party vendors, but also an additional amount to compensate Broadspire for arranging and administering the third party vendor's service. Broadspire receives an administrative services fee for the referral of surveillance assignments to G4S; for referral of second injury fund to Insurance Recovery Group and to Insurance Recovery Legal Associates, LLC; and referral of subrogation assignments to Trover Solutions, Inc. Broadspire may from time to time enter into similar relationships with other vendors. Termination of services provided by Broadspire vendors may be subject to work in progress charges.

Outside (scene) investigation referred to Crawford & Company is handled at the Limited Assignment Menu of Services rates and such fees are posted on [www.crawfordandcompany.com](http://www.crawfordandcompany.com). Such fees are subject to change from time to time and such changes will be posted to the website. Vehicle and property appraisals referred to Crawford & Company will be billed at current fee schedules.

Adjuster attendance at pre-hearing conferences, mediation, hearings, trials, etc. will be billed at time & expense.

Broadspire provides SCHIP reporting services upon request and can provide a client summary report at no additional charge; custom adhoc reports will be billable based on our pricing schedule.

The per claimant fees shown in this Fee Schedule assume use of Broadspire's medical management services and reserve/settlement authority of \$0 and up to 2 claim reviews per year. Additional fees may apply if these assumptions are not met.

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

13

**MEETING DATE:** January 2014

**AGENDA ITEM #** 6

**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

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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COUNCIL

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

NAYS

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ABSENT \_\_\_\_\_

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2013 Dec. BOR Change Summary

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

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

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2013 Dec. BOR Change Summary

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Year	Parcel Number	Petition /Docket	Class	School	Assessed Value	Taxable Value	PRE/MBT	Transfer	Corrected	Corrected	Corrected PRE/MBT EX	Corrected Transfer
									Assessed Value	Taxable Value		
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												

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2013 Dec. BOR Change Summary

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

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

### **REAL PROPERTY 2013**

DB13-013     57 004 33 0056 000  
Clark, Janice M     721 2nd  
Original Taxable 70,200     Revised Taxable 8,600     Concur  
NEZ Certificated granted by STC Building Value moved to NEZ Roll

DB13-015     57 007 08 0028 000  
City of Wyandotte     542 Ford  
3200 Biddle, Wyandotte MI 48192  
Original SEV 41,700 Revised 0     Concur  
City Obtained through Tax Foreclosure from Wayne County

DB13-016     57 020 19 0014 002  
City of Wyandotte  
Original SEV 30,500 Revised 0     Concur  
City Obtained through Tax Foreclosure from Wayne County

DB13-014     57 010 30 0013 000  
Bell, William     11.5 Walnut  
28870 Old North River Rd, Harrison Twp, MI 48045  
Original SEV 36,700 Revised 36,700  
Original TXBL 36,700 Revised 17,482     Concur  
Erroneously Uncapped, Transferred to Trust 09/05/2012

DB13-021     57 023 14 0028 001  
City of Wyandotte     4560 Biddle  
3200 Biddle, Wyandotte MI 48192  
Original SEV 171,900 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 2013

### **SPECIAL ACTS 2013**

DB13-022     57 147 99 0119 000  
Clark, Janice M     721 2nd  
Original SEV 0     Revised 61,600     Concur  
NEZ Certificate Granted by State Tax Commission, Building value moved from AdValorem Roll

**MOTION** by Member Look, Supported by Member Browning, that we correct the values to the Neighborhood Enterprise Zone Roll for 2013

**PERSONAL PROPERTY 2013**

DB13-023     57 999 00 3993 010  
Key Equipment Finance Inc.  
PO Box 22055, Albany NY 12201  
Original SEV 1,800   Revised 1,400                      Concur  
Filed an Amended Return

DB13-025     57 999 00 4039 011  
Muzak, LLC   57 999 00 4039 011  
3318 Lakemont Blvd, Fort Mill SC 29708  
Original SEV 0           Revised 1,300                      Concur  
Filed an Amended Return

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

**MOTION** by Member Woodruff, Supported by Member Look, that we correct the values to the Personal Property Roll for 2013

4. Old Business

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

**MOTION** by Member Woodruff, Supported by Member Look, that we table this matter and forward to Assessor to proceed with the Lot split/combination in the usual manner for the 2014 assessment roll.

5. Adjournment

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

**MOTION** by Member Browning, Supported by Member Woodruff, that we adjourn the December 2013 Board of Review

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

**MEETING DATE:** January 13, 2014

**AGENDA ITEM #** 7

**ITEM:** COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

**PRESENTER:** Mark A. Kowalewski, City Engineer and Justin Lanagan, Recreation Superintendent

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski and Justin Lanagan

**BACKGROUND:** Based on Wyandotte's population the City receives Community Development Block Grant (CDBG) dollars through Wayne County. The County receives grant dollars via the Housing Urban Development (HUD). The federal requirements of the program require a public hearing describing how the City will spend the grant dollars. The Engineering Department is requesting the hearing be held on February 10, 2014. This public hearing will provide an opportunity for the public to comment on the proposed projects. After the public hearing a request will be made to Wayne County for fiscal year 2014-2015.

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

**ACTION REQUESTED:** Adopt a Resolution concurring with the City Engineer to set a public hearing for February 10, 2014.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The grant allows for reimbursement to the City monies spent as part of the CDBG Program.

**IMPLEMENTATION PLAN:** Hold public hearing on February 10, 2014 and complete application for submission to Wayne County.

**COMMISSION RECOMMENDATION:** Forthcoming after next scheduled meeting.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Support*

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

**MAYOR'S RECOMMENDATION:** *OK*

**LIST OF ATTACHMENTS:** Notice of Public Hearing

CITY OF WYANDOTTE  
NOTICE OF PUBLIC HEARING  
AND  
STATEMENT OF OBJECTIVES & PROPOSED USE OF FUNDS

A Public Hearing will be held immediately following the regular session of the Mayor and Council on Monday, February 10, 2014, at 7:00 P.M. in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan. Purpose of the Hearing is to receive suggestions or comments for the 2014-2015 Community Development Block Grant Program. The City of Wyandotte expects to receive an estimated \$125,926 in funding. In addition, the City also plans to request Housing Rehabilitation funds in the amount of \$20,000 and anticipates receiving \$20,000 for Housing Rehabilitation through revolving funds.

The primary objectives of the Community Development Program are to assist low to moderate income families directly or provide benefits in areas where 51% of the residents are low to moderate income, such as replacing the urban infrastructure of streets, improve recreational facilities and programs and assist in meeting special needs of the physically disabled.

Potential Projects and Estimated Amounts:

<u>LOCATION BY CENSUS TRACT/BLOCK GROUP</u>	<u>ACTIVITY</u>	<u>AMOUNT</u>
Streets located in "Income Qualified Areas"	<u>Street Improvements:</u> Repair inadequate portions of concrete and asphalt pavement and curbs	\$ 68,621
Pennsylvania to North Drive Biddle to Fort Street	<u>Senior Services:</u> Install new lower ceiling with lighting in Activity Room	\$ 30,000
Pennsylvania to North Drive Biddle to Fort	<u>Public Service:</u> Youth Assistance	\$ 12,712
Pennsylvania to North Drive Biddle to Fort	<u>Housing Rehabilitation</u>	\$ 20,000
	<u>Administration</u>	\$ 14,593
	<b>TOTAL:</b>	<b>\$145,926</b>

William R. Griggs, City Clerk

P.O. No. 011414  
Publish: January 22, 2014  
The News Herald

PLEASE SUPPLY US WITH AN AFFIDAVIT OF NOTICE OF PRINTING.

Posted on Community Board from 01/14/14-02/10/14



**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: January 13, 2014

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

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the City Engineer regarding Community Development Block Grant (CDBG) Funds; AND

BE IT FURTHER RESOLVED that Council has set a Public Hearing for February 10, 2014, to hear public comments on the proposed distribution of Community Development Block Grant (CDBG) Funds.

I move the adoption of the foregoing resolution.

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

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

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

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

8

MEETING DATE: January 13, 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:** *Shyda*

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

**MAYOR'S RECOMMENDATION:** *AK*

**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

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 # 12-2013-03

**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

<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
-------------	---------------------	-------------

✓	JIM FRANZONI
✓	MICHAEL SADOWSKI
✓	LESLIE LUPO
✓	FRED DELIBO
✓	JERRI COLE

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski  
President

By: Ralph H.  
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 herof, 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)

				Annualized			Annualized			Annualized
	Overall Cable Budget Original			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>	<b>Current Agreement</b>			<b>Renewal Agreement</b>					
	<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>
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%