

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JANUARY 27, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA JR.

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from the Wyandotte Boat Club regarding the 50th Hebda Cup Rowing Regatta to take place on Saturday, April 26th, 2014 and the Wy-Hi Regatta on Saturday, May 3, 2014 in the event of bad weather both regattas will be held on the following day.
2. Communication from the Leukemia & Lymphoma Society regarding their 2014 Downriver Light The Night Walk planned for Saturday, September 27th, 2014 at Bishop Park.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

3. Communication from the Director of Information Technology regarding the purchase of Fire Station Phones.

4. Communication from the Downtown Development Authority Director regarding the Contract between Downtown Development Authority (DDA) and Wyandotte Business Association (WBA) Promotional Services.

5. Communication from the Special Event Coordinator regarding the updated Special Event Application.

6. Communication from the Special Event Coordinator relative to the vendor for the Flicks on Bricks 2014 series.

7. Communication from the Special Event Coordinator requesting road closures for the Flicks on Bricks 2014 series.

8. Communication from the Special Event Coordinator regarding the Independence Day Parade to take place on Friday, July 4, 2014.

9. Communication from the Special Event Coordinator relative to Hold Harmless agreements for the 4th of July and Christmas Parades.

10. Communication from the Special Event Coordinator relative to the 2014 Fishing Derby to be held on Saturday, June 7, 2014 at the Bishop Park fishing pier from 10:00 a.m. to 12:30 p.m.

11. Communication from the City Engineer responding to the request from City Recyclers for placement of clothing recycling boxes in the City.

12. Communication from the City Engineer regarding the purchase of a M & B Straight Blade for the Department of Public Service.

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

14. Communication from the City Engineer regarding the Grant of License for 305 Superior.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	January 15-22, 2014	\$98,023.93
Financial Services Daily Cash Receipts	January 15, 2014	\$14,683.21
Fire Commission Meeting	December 10, 2013	
Beautification Commission	November 13, 2013	
Police Commission	January 14, 2014	
Police Commission	December 10, 2013	
Beautification Commission	January 8, 2014	
Retirement Commission	January 15, 2014	
Zoning Board of Appeals & Adjustments	January 8, 2014	
Wyandotte Cultural & Historical Commission	January 9, 2014	

Wyandotte Boat Club

1 PINE STREET ~ WYANDOTTE, MICHIGAN 48192



RECEIVED

JAN 14 2014

**CITY OF WYANDOTTE
MAYOR'S OFFICE**

January 13, 2014

The Honorable Mayor Joseph Peterson
And members of the City Council
City of Wyandotte
3200 Biddle Ave
Wyandotte, MI 48192

Dear Mayor Peterson and Members of the City Council:

While we are still in the grips of winter, thoughts of warmer spring weather are not far behind.

It is my pleasure to inform you that the 50th Hebda Cup Rowing Regatta will be contested on Saturday April 26th, 2014 and the Wy-Hi Regatta will follow on Saturday May 3rd. In case of bad weather both regattas will run on the following day.

We are expecting both boys' and girls' high school rowing teams to compete from around the state of Michigan.

We ask your permission to use the BASF Waterfront Park for these dates and also ask for your support in providing assistance as has been afforded us in the past by the Division of Public Services and the Recreation Department.

We once again ask that Biddle Avenue be closed between Pine and Third Streets during the regattas to provide parking and storage for the visiting schools' busses and shell-trailers. We will work with the DPS to minimize the time that the street will be closed.

We also look forward to the Mayor and Council members presenting the City of Wyandotte's Mayor's Trophy to the overall winning crew at the end of the Wy-Hi Regatta.

We consistently receive complements every year about BASF Park and the city from the visiting crews, and are proud to play host to these dedicated high school male and female athletes.

In addition we do hear from local businesses that these events bring in extra business and dollars for our city.

Sincerely yours,
For The Wyandotte Boat Club

Fred Mekolon Jr., Regatta Chair



January 16, 2014

City of Wyandotte
Attn: Mayor Joseph Peterson
3200 Biddle Ave
Wyandotte, MI 48192

RECEIVED

JAN 22 2014

**CITY OF WYANDOTTE
MAYOR'S OFFICE**

Dear Mayor Peterson,

The Leukemia & Lymphoma Society's (LLS) 2014 Downriver Light The Night Walk is planned for Saturday, September 27th at Bishop Park. Last year's Downriver Walk raised over \$70,000 to further LLS's efforts in research, education and patient services in the state of Michigan. This year, our short 1-mile evening Walk to celebrate and commemorate the lives touched by blood cancers, has a goal to raise \$80,000 in 2014.

On behalf of The Leukemia & Lymphoma Society, we are asking for your heartfelt consideration to reduce the rental cost for the Wyandotte showmobile. Understandably, your rentals costs have increased as the city incurred more and high costs. Having our Walk located in downtown Wyandotte, and utilizing its showmobile over the past few years, has added such a wonderful element to our event, especially for the hundreds of participants present. As a non-profit, we seek to reduce our event cost of the showmobile to the same rate as your resident fee so that donations will go directly toward our mission. It would be great to have your support this year in discounting the rental fee. Please know that your support will make a great impact on the success of our event.

The Leukemia & Lymphoma Society is the world's largest health organization dedicated to finding cures for blood cancers and improving the quality of life for patients and their families. Thanks to your support, and that of the many other Light The Night participants, 85% of children with acute lymphocytic leukemia, the most common form of childhood leukemia, will survive. This is a testimonial to all who offer their assistance as we continue our search for a cure.

Again, thank you for making a difference.

Sincerely,



Stephanie Holland
Campaign Director

Federal Tax ID# 13-5644916

Michigan Chapter

1471 E. 12 Mile Rd., Madison Heights, MI 48071 | tel. 248.581.3900 | fax. 248.581.3901 | toll free 800.456.5413

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: January 27, 2014

AGENDA ITEM # _____

ITEM: Purchase Approval – Fire Station Phones

PRESENTER: David Fuller, Director of Information Technology

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The City and Municipal Service has made an investment in a modern VOIP phone system and IT has worked with our phone system vendor, Ricoh USA, Inc., to convert remaining city sites to the new system. Converting the fire stations will reduce overall costs and provide a more reliable technology infrastructure.

STRATEGIC PLAN/GOALS: “To excel technologically and to be financially responsible: to encourage and respect citizen participation and provide transparency in all city matters; to comply with and enforce all the requirements of our laws and regulations”

ACTION REQUESTED: Approve Statement of Work for both Fire Stations from Ricoh USA, Inc.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Cost of implementation will be \$4,968.56 from Fire Building & Equipment Maintenance account 101-336-825-490. **Reduction in maintenance costs and vendor charges will result in an average of \$500/month savings creating an effective return on investment of less than a year.**

IMPLEMENTATION PLAN: Upon approval, IT will work with Ricoh USA, Inc. to set an implementation date for installation.

CITY ADMINISTRATOR’S RECOMMENDATION: Concur with recommendation. *S. Oyler*

LEGAL COUNSEL’S RECOMMENDATION: N/A

MAYOR’S RECOMMENDATION: Concur with recommendation.

LIST OF ATTACHMENTS: Statements of Work for Fire Stations 1 & 2

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27, 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Director of Information Technology in the following resolution.

A Resolution approving the purchase of phone equipment and professional services from Ricoh USA, Inc. as specified in the Statement of Work.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Miciura
Schultz
Fricke
Galeski
Sabuda
Stec

Statement of Work

Created for
City of Wyandotte

Fire Station 1 Phone Installation

Chad Pitt/SWC
1/22/2014

RICOH
imagine. change.

Ricoh
IT Services

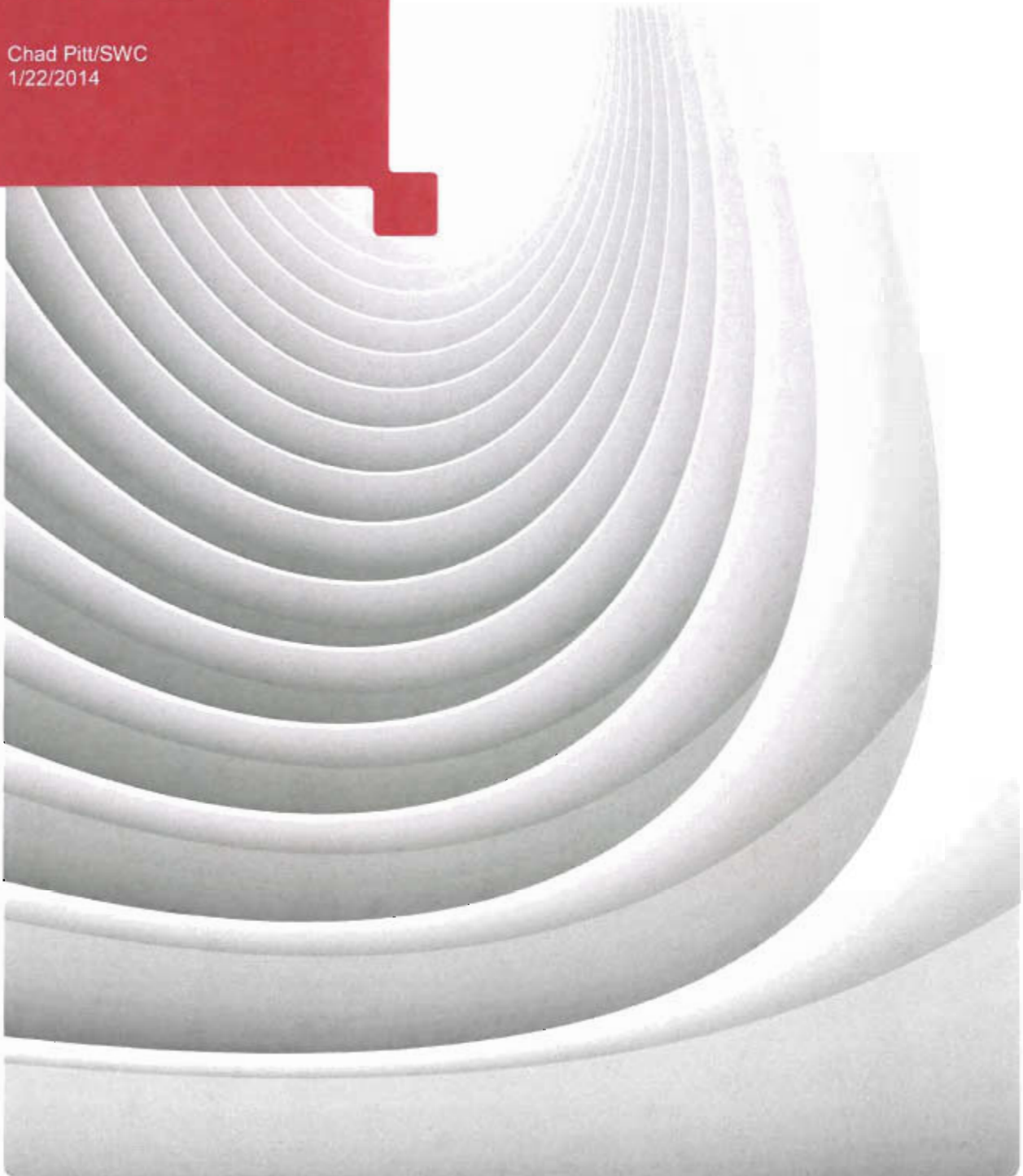


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Proprietary & Confidential Information

The enclosed materials are proprietary to Ricoh USA, INC. ("Rico"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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SOW Log Number: ITS-9066

Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the Aastra Phone Install for Fire stations 1 Project (the "Project") at: **City of Wyandotte** ("Customer").

Ricoh has outlined the Project scope and costs for the Project. The Project costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Ricoh Statement of Work

Structure of Agreement

"Customer" (as shown on the signature page below) has requested, and Ricoh has agreed to provide, certain hardware, software and/or services as specifically described in this Statement of Work ("SOW"), (the "Services"). We thank you for your business and look forward to a mutually beneficial relationship.

Please read this SOW carefully since it explains our rights and obligations and, when signed by both parties, becomes a legal contract between us. This Agreement supersedes any additional or conflicting terms contained in any purchase order or other document issued by you. Any changes or revisions to this SOW must be in writing pursuant to the Change Request provisions hereof and must be signed by both parties.

Permissions Statement

Customer acknowledges and agrees that all or a portion of the Services may be provided by a subcontractor.

Contact Information

Ricoh IT Services Contacts	Title of Position	Telephone	Email Address
John Ciaravino	Account Executive	248-596-8000	John.ciaravino@ricoh-usa.com
Chad Pitt	IT Solutions Consultant	248-596-8000	Chad.pitt@ricoh-usa.com
Judy Tluczek	IT Services Area Manager	248-596-8000	Judy.tluczek@ricoh-usa.com
	Technology Services Engineer		

Customer Contacts	Title of Position	Telephone	Email Address
David Fuller	Director of IT	734-324-7106	dfuller@wyandotte.org

Solution Overview – Installation

Upgrade/replace existing voice communication system with Aastra phones (x8) which will tie into the clients existing Fonality solution and provide the Fire Stations with a suitable solution to which they have in place today.

- Client has an existing paging/overhead system in place that the new Aastra phones will integrate with. Ricoh has already Beta Tested this solution using (1) Aastra two line business phone, 2 Cisco VoIP to analog devices, 1 softphone license @ Station 1 and worked to the clients satisfaction. Ricoh is now adding the remainder of the phones to the solution which will take place within fire station 1.

Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of the Project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

Ricoh implementers will install 8 new Aastra telephones and 4 Cisco Voip adapters along with softphone licenses which will be placed within the fire station 1 site. ***Softphone lic and Fonality main and support will be built on a separate contract and invoiced seperatly per the Citys request.*** Aastra telephones will be integrated into the clients existing overhead paging/intercom system in order to function as their current system does today.

The City of Wyandotte has an existing Fonality solution which Ricoh has provided and installed in 2012. It has been explained to the customer that the Fonality platform is not recommended to be utilized or integrated with a 911 telephone system, the Fonality VoIP platform is strictly a business modeled solution. This implementation will tie into the existing overhead intercom within each Fire station. Ricoh or Fonality will not be responsible for 911 or emergency calls.

Calls will come in over the existing telco pipe to each fire station, when calls are answered the call will be heard over the intercom speakers (which are already in place) in order for personnel to respond accordingly.

Installation Location

Ricoh will provide the hardware and software installation services in accordance with to the manufacturer recommended procedures. This Statement of Work documentation is for installation services offered at 1 site location.

**266 Maple Street
Wyandotte MI 48192**

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents.

User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period of five (5) days. The UAT time period will begin directly after the Training and Documentation phase has completed. Customer is responsible for creating the UAT plan. Ricoh IT Service will provide support to Customer during the UAT period. UAT support for any new functionality or desired enhancements outside of the Design documents will be handled with the established change control procedure.

Completion Criteria

When the Services detailed in this project based SoW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the **IT Services Delivery and Acceptance** document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SoW when any one of the following first occurs:

- Ricoh completes the Services described in this SoW.
- This SoW is terminated in accordance with Section 2 of the Terms and Conditions. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

Change Control

Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

Customer Responsibilities

The successful completion of the Services depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data; the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities hereunder. Delays, inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. Customer shall be responsible for and agrees to:

- Identify two (2) designated contacts per location. Such contacts shall be full time employees of Customer, who are assigned to make calls for support, receive responses thereto and coordinate and facilitate the Services. Ricoh reserves the right to decline Service requests from a person who has not been assigned the above described responsibilities, in which case the Customer may identify another contact.
- Designate a System Administrator who will be the focal point for the day-to-day administration of the Plan.
- Provide Ricoh with LAN access and participate in the PC workstation software configuration, if necessary.
- Perform a complete and verified backup prior to the start of any phase of the Services.
- Ricoh recommends that all Customer network infrastructure hardware shall be under current manufacturer warranty coverage, and Ricoh shall not be held responsible for replacing or repairing Customer hardware.
- Be available for training as reasonably required by Ricoh.
- Provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Provide any necessary passwords for network, domain, internet, and server access to our technical resources.
- Ensure the network is in proper working order in a stable environment.
- Have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation/server installation.
- For any matter subject to a Change Request, ensure purchase orders are issued in a timely manner, to ensure that hardware and software will be obtained before the commencement of any work.
- Ensure accuracy of data/information supplied to Ricoh.

Customer Technical Responsibilities

Customer will be responsible for supplying the necessary minimum required hardware, software, network and/or systems environment for installation and operation of the Services. Without limiting the foregoing, Customer is responsible at its sole expense for providing the following requirements:

- Providing and maintaining the appropriate environment for the system. Server room or wiring closet should be in a physically controlled area for security purposes.
- It is recommended the server room or wiring closet has proper ventilation and airflow to prevent overheating and premature system failures.
- It is recommended the server room or wiring closet has adequate lighting for Service Engineers to work.
- It is recommended the server room or wiring closet maintain clean (no observed line noise) and ample electrical supply required to properly operate computer network servers and infrastructure.
- An Administrator workstation shall at least have Windows XP (with at least SP2) or Windows OS 7, or newer for operating system. The workstation must have also have IE8, Mozilla™ Firefox or Apple™ Safari browser.
- If Customer fails to utilize an industry standard anti-virus program, Ricoh shall not be responsible for problems or failures resulting there from, or problems caused by incompatibilities between the Customers supplied anti-virus software program and Fonality VoIP System
- System shall be connected to an uninterruptible power supply with an Underwriters Laboratories' listed surge suppressor with a minimum Joules rating of 1080 and pass a power test.
- All Customers have the ultimate responsibility of maintaining as part of its corporate Policy and Procedures documentation the rules governing both Intranet and Internet safe usage policies. Ricoh USA, Inc. cannot and will not be held responsible for any employee misuse of Internet access. This includes and is not limited to; visiting known Internet sites that may cause harm to the health and integrity of the Customers LAN, downloading and installation of malicious software either intentionally or unintentionally, and disabling or modification of corporate approved anti-virus/anti-malware software.

Project Assumptions - Out Of Scope Services

This SOW is based upon the key **assumptions** set forth below. If, during the course of the Services, any of these assumptions prove to be incorrect a new SOW or Change Request will be required for any additional time and expense incurred. In addition, Customer acknowledges that the items listed below are **out of scope** for the Services under this SOW. Customer may request Ricoh's assistance with any of the out of scope matters listed below; however, a new SOW or Change Request will be required and Customer will incur additional charges. In addition, the Services described in this Statement of Work are based on "out of box" functionality and any customization will entail additional charges on a time and materials basis.

- Ricoh makes no guarantees of “Cost Savings” or “ROI – Return on Investment” for this SOW or the Aastra telephone installation
- Formal training outside of the Normal phone operation functions is excluded.
- Except as specifically provided herein, software support and updates to existing Customer network infrastructure devices such as network switches, routers/gateways are excluded and must be obtained from the manufacturer thereof.

Effective Date

If and when executed by both parties, this Statement of Work shall be effective on the date (“Effective Date”) shown above the signature lines. **If not accepted by Customer, this offer shall automatically expire sixty days from the original date of issuance.**

Term of Services

In the event this SOW is terminated by Ricoh on account of a Customer default, all prepaid Fees shall be forfeited and Customer shall remain liable for all Fees for the full Term of the SOW.

Solution Pricing

Installation pricing is based according to the number of labor service hours and applicable deliverables as defined within the documentation to fulfill the requirements of the Customers required solution and is itemized under the appropriate labor pricing section. The pricing for any deliverables whether hardware or software, including manufacturer product support plans will be so itemized under the 3rd Party Hardware/Software Fees section.

The Customer is responsible for payment of all fees for the entire Term of the Agreement. Any time for additional work or configuration outside of the scope of this SOW will be subject to a Change Request or a new Statement of Work, and will be billed at Ricoh’s then current network services hourly rate. Any out of scope services that are requested by Customer to be performed outside normal business hours (M-F 8-5), may incur overtime charges. Prices do NOT include sales tax (if applicable).

Professional IT Services Labor Fees

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total IT **Service Labor Fees** for this Project shall be **\$1,100.00** as this is a fixed labor cost Project. The IT Service Labor Fees listed in this section do not include any hardware, software, sales tax, or any additional manufacturer hardware/software technical support. Any deliverables which are to be provided and installed as described in this SOW will be listed under the section: **3rd Party Hardware/Software Fees** and will include all appropriate pricing.

Any changes to this SOW will require a Change Order executed and agreed upon by both parties. Ricoh IT Service cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

The Ricoh Service cost is based on the Services Detail stated earlier in this SOW.

Payment Schedule

100% due on completion of User Acceptance Testing and confirmed signature on **Delivery & Acceptance** document.

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

Budget Notes

- Cost shown includes all labor fees, materials and all applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

RicoH Professional IT Services – Labor Hours		
RicoH EDP Code	Description	Stated Price
(From IT Services Configurator)	Description of IT Labor Services	Total from IT Services Configurator
PS-IPL00003	Voice Over IP Installation & Implementation	\$1,100.00
Calculated Labor Cost		\$1,100.00

3rd Party Hardware, Software, Labor Fees (Non-Ricoh)

On a **Fixed Fee** engagement, the price stated for all 3rd Party Hardware, Software or Labor Services shall be **\$1,384.28**. The cost as stated is for the deliverables excludes any applicable sales taxes, shipping or miscellaneous fees. Miscellaneous fees would include any 3rd party manufactured hardware, software or hardware/software technical support. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth in the Payment Schedule section.

Payment Schedule

100% due on completion of User Acceptance Testing and confirmed signature on **Delivery & Acceptance** document.

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

Budget Notes

- All costs are exclusive of applicable taxes or shipping fees.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Ricoh IT Services – Estimated 3 rd Party HW/SW/Labor Costs		
Manufacturer Product #	Description	Extension
From manufacturer catalog or vendor quote	Detailed product description from manufacturer or provider	Extended Cost for quantity required
9120CHARCOA-DS	Aastra 2 line Business Phone (x8)	\$960.00
200826-PS1	2yr Replacment Plan on Aastra Phone (x8)	\$192.00
SPA112-DS	Cisco Small Bus. VoIP Phone Adapter (x4)	\$232.28
Estimated HW/SW/Labor Cost		\$1,384.28

[Remainder of page intentionally left blank]

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determine in Ricoh's reasonable discretion. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES,

THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses:

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Services ("Contract Property"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or Services. All licensing for Ricoh or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All Ricoh and/or third party software provided by Ricoh as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreement(s), with which Customer agrees to comply. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Services hereunder, to the extent transferable and without recourse.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained.

b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. General. This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance

with the substantive laws of the State of Delaware, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures

This Statement of Work shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and project duration estimates can only be provided after this Statement of Work has been signed by both parties. Having reviewed this SOW and intending to be legally bound, Ricoh and Customer have each obtained execution of this SOW by their authorized representatives.

The Effective Date of Agreement is: the _____ day of _____ 20_____.

1.1 RICOH INTERNAL REVIEW

Internal Review Signature – L2 Approval (Branch Management - ITSAM, MPS, ADoS)	Name and Title	Date

1.2 CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title	Date

1.3 RICOH ACCEPTANCE

Authorized Signature (MPS, ADoS or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

Statement of Work

Created for
City of Wyandotte

Fire Station 2 Phone Installation

Chad Pitt/SWC
1/22/2014

RICOH
imagine. change.

Ricoh
IT Services

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Proprietary & Confidential Information

The enclosed materials are proprietary to Ricoh USA, INC. ("Rico"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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SOW Log Number: ITS-9178

Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the Aastra Phone Install for Fire stations 2 Project (the "Project") at: City of Wyandotte ("Customer").

Ricoh has outlined the Project scope and costs for the Project. The Project costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Ricoh Statement of Work

Structure of Agreement

"Customer" (as shown on the signature page below) has requested, and Ricoh has agreed to provide, certain hardware, software and/or services as specifically described in this Statement of Work ("SOW"), (the "Services"). We thank you for your business and look forward to a mutually beneficial relationship.

Please read this SOW carefully since it explains our rights and obligations and, when signed by both parties, becomes a legal contract between us. This Agreement supersedes any additional or conflicting terms contained in any purchase order or other document issued by you. Any changes or revisions to this SOW must be in writing pursuant to the Change Request provisions hereof and must be signed by both parties.

Permissions Statement

Customer acknowledges and agrees that all or a portion of the Services may be provided by a subcontractor.

Contact Information

Ricoh IT Services Contacts	Title of Position	Telephone	Email Address
John Ciaravino	Account Executive	248-596-8000	John.ciaravino@ricoh-usa.com
Chad Pitt	IT Solutions Consultant	248-596-8000	Chad.pitt@ricoh-usa.com
Judy Tluczek	IT Services Area Manager	248-596-8000	Judy.tluczek@ricoh-usa.com
	Technology Services Engineer		

Customer Contacts	Title of Position	Telephone	Email Address
David Fuller	Director of IT	734-324-7106	dfuller@wyan.org

Solution Overview – Installation

Upgrade/replace existing voice communication system with Aastra phones (x8) which will tie into the clients existing Fonality solution and provide the Fire Stations with a suitable solution to which they have in place today.

- Client has an existing paging/overhead system in place that the new Aastra phones will integrate with. Ricoh has already Beta Tested this solution using (1) Aastra two line business phone, 2 Cisco VoIP to analog devices, 1 softphone license @ Station 1 and worked to the clients satisfaction. Ricoh is now adding the remainder of the phones to the solution which will take place within fire station 1.

Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of the Project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

Ricoh implementers will install 8 new Aastra telephones and 4 Cisco Voip adapters along with softphone licenses which will be placed within the fire station 1 site. ***Softphone lic and Fonality main and support will be built on a separate contract and invoiced seperatly per the Citys request.*** Aastra telephones will be integrated into the clients existing overhead paging/intercom system in order to function as their current system does today.

The City of Wyandotte has an existing Fonality solution which Ricoh has provided and installed in 2012. It has been explained to the customer that the Fonality platform is not recommended to be utilized or integrated with a 911 telephone system, the Fonality VoIP platform is strictly a business modeled solution. This implementation will tie into the existing overhead intercom within each Fire station. Ricoh or Fonality will not be responsible for 911 or emergency calls.

Calls will come in over the existing telco pipe to each fire station, when calls are answered the call will be heard over the intercom speakers (which are already in place) in order for personnel to respond accordingly.

Installation Location

Ricoh will provide the hardware and software installation services in accordance with to the manufacturer recommended procedures. This Statement of Work documentation is for installation services offered at 1 site location.

**1093 Ford Ave
Wyandotte MI 48192**

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents.

User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period of five (5) days. The UAT time period will begin directly after the Training and Documentation phase has completed. Customer is responsible for creating the UAT plan. Ricoh IT Service will provide support to Customer during the UAT period. UAT support for any new functionality or desired enhancements outside of the Design documents will be handled with the established change control procedure.

Completion Criteria

When the Services detailed in this project based SoW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the **IT Services Delivery and Acceptance** document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SoW when any one of the following first occurs:

- Ricoh completes the Services described in this SoW.
- This SoW is terminated in accordance with Section 2 of the Terms and Conditions. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

Change Control

Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

Customer Responsibilities

The successful completion of the Services depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data; the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities hereunder. Delays, inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. Customer shall be responsible for and agrees to:

- Identify two (2) designated contacts per location. Such contacts shall be full time employees of Customer, who are assigned to make calls for support, receive responses thereto and coordinate and facilitate the Services. Ricoh reserves the right to decline Service requests from a person who has not been assigned the above described responsibilities, in which case the Customer may identify another contact.
- Designate a System Administrator who will be the focal point for the day-to-day administration of the Plan.
- Provide Ricoh with LAN access and participate in the PC workstation software configuration, if necessary.
- Perform a complete and verified backup prior to the start of any phase of the Services.
- Ricoh recommends that all Customer network infrastructure hardware shall be under current manufacturer warranty coverage, and Ricoh shall not be held responsible for replacing or repairing Customer hardware.
- Be available for training as reasonably required by Ricoh.
- Provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Provide any necessary passwords for network, domain, internet, and server access to our technical resources.
- Ensure the network is in proper working order in a stable environment.
- Have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation/server installation.
- For any matter subject to a Change Request, ensure purchase orders are issued in a timely manner, to ensure that hardware and software will be obtained before the commencement of any work.
- Ensure accuracy of data/information supplied to Ricoh.

Customer Technical Responsibilities

Customer will be responsible for supplying the necessary minimum required hardware, software, network and/or systems environment for installation and operation of the Services. Without limiting the foregoing, Customer is responsible at its sole expense for providing the following requirements:

- Providing and maintaining the appropriate environment for the system. Server room or wiring closet should be in a physically controlled area for security purposes.
- It is recommended the server room or wiring closet has proper ventilation and airflow to prevent overheating and premature system failures.
- It is recommended the server room or wiring closet has adequate lighting for Service Engineers to work.
- It is recommended the server room or wiring closet maintain clean (no observed line noise) and ample electrical supply required to properly operate computer network servers and infrastructure.
- An Administrator workstation shall at least have Windows XP (with at least SP2) or Windows OS 7, or newer for operating system. The workstation must have also have IE8, Mozilla™ Firefox or Apple™ Safari browser.
- If Customer fails to utilize an industry standard anti-virus program, Ricoh shall not be responsible for problems or failures resulting there from, or problems caused by incompatibilities between the Customers supplied anti-virus software program and **Fonality VoIP System**
- System shall be connected to an uninterruptible power supply with an Underwriters Laboratories' listed surge suppressor with a minimum Joules rating of 1080 and pass a power test.
- All Customers have the ultimate responsibility of maintaining as part of its corporate Policy and Procedures documentation the rules governing both Intranet and Internet safe usage policies. Ricoh USA, Inc. cannot and will not be held responsible for any employee misuse of Internet access. This includes and is not limited to; visiting known Internet sites that may cause harm to the health and integrity of the Customers LAN, downloading and installation of malicious software either intentionally or unintentionally, and disabling or modification of corporate approved anti-virus/anti-malware software.

Project Assumptions - Out Of Scope Services

This SOW is based upon the key **assumptions** set forth below. If, during the course of the Services, any of these assumptions prove to be incorrect a new SOW or Change Request will be required for any additional time and expense incurred. In addition, Customer acknowledges that the items listed below are **out of scope** for the Services under this SOW. Customer may request Ricoh's assistance with any of the out of scope matters listed below; however, a new SOW or Change Request will be required and Customer will incur additional charges. In addition, the Services described in this Statement of Work are based on "out of box" functionality and any customization will entail additional charges on a time and materials basis.

- Ricoh makes no guarantees of “Cost Savings” or “ROI – Return on Investment” for this SOW or the Aastra telephone installation
- Formal training outside of the Normal phone operation functions is excluded.
- Except as specifically provided herein, software support and updates to existing Customer network infrastructure devices such as network switches, routers/gateways are excluded and must be obtained from the manufacturer thereof.

Effective Date

If and when executed by both parties, this Statement of Work shall be effective on the date (“Effective Date”) shown above the signature lines. **If not accepted by Customer, this offer shall automatically expire sixty days from the original date of issuance.**

Term of Services

In the event this SOW is terminated by Ricoh on account of a Customer default, all prepaid Fees shall be forfeited and Customer shall remain liable for all Fees for the full Term of the SOW.

Solution Pricing

Installation pricing is based according to the number of labor service hours and applicable deliverables as defined within the documentation to fulfill the requirements of the Customers required solution and is itemized under the appropriate labor pricing section. The pricing for any deliverables whether hardware or software, including manufacturer product support plans will be so itemized under the 3rd Party Hardware/Software Fees section.

The Customer is responsible for payment of all fees for the entire Term of the Agreement. Any time for additional work or configuration outside of the scope of this SOW will be subject to a Change Request or a new Statement of Work, and will be billed at Ricoh’s then current network services hourly rate. Any out of scope services that are requested by Customer to be performed outside normal business hours (M-F 8-5), may incur overtime charges. Prices do NOT include sales tax (if applicable).

Professional IT Services Labor Fees

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total **IT Service Labor Fees** for this Project shall be **\$1,100.00** as this is a fixed labor cost Project. The IT Service Labor Fees listed in this section do not include any hardware, software, sales tax, or any additional manufacturer hardware/software technical support. Any deliverables which are to be provided and installed as described in this SOW will be listed under the section: **3rd Party Hardware/Software Fees** and will include all appropriate pricing.

Any changes to this SOW will require a Change Order executed and agreed upon by both parties. Ricoh IT Service cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

The Ricoh Service cost is based on the Services Detail stated earlier in this SOW.

Payment Schedule

100% due on completion of User Acceptance Testing and confirmed signature on **Delivery & Acceptance** document.

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

Budget Notes

- Cost shown includes all labor fees, materials and all applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

RicoH Professional IT Services – Labor Hours		
RicoH EDP Code	Description	Stated Price
(From IT Services Configurator)	Description of IT Labor Services	Total from IT Services Configurator
PS-IPL00003	Voice Over IP Installation & Implementation	\$1,100.00
Calculated Labor Cost		\$1,100.00

3rd Party Hardware, Software, Labor Fees (Non-Ricoh)

On a **Fixed Fee** engagement, the price stated for all 3rd Party Hardware, Software or Labor Services shall be **\$1,384.28**. The cost as stated is for the deliverables excludes any applicable sales taxes, shipping or miscellaneous fees. Miscellaneous fees would include any 3rd party manufactured hardware, software or hardware/software technical support. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth in the Payment Schedule section.

Payment Schedule

100% due on completion of User Acceptance Testing and confirmed signature on Delivery & Acceptance document.

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Budget Notes

- All costs are exclusive of applicable taxes or shipping fees.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Ricoh IT Services – Estimated 3 rd Party HW/SW/Labor Costs		
Manufacturer Product #	Description	Extension
From manufacturer catalog or vendor quote	Detailed product description from manufacturer or provider	Extended Cost for quantity required
9120CHARCOA-DS	Aastra 2 line Business Phone (x8)	\$960.00
200826-PS1	2yr Replacement Plan on Aastra Phone (x8)	\$192.00
SPA112-DS	Cisco Small Bus. VoIP Phone Adapter (x4)	\$232.28
Estimated HW/SW/Labor Cost		\$1,384.28

[Remainder of page intentionally left blank]

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determine in Ricoh's reasonable discretion. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES,

THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses:

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Services ("Contract Property"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or Services. All licensing for Ricoh or third party software shall be as provided in subsection (b), below.

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with the substantive laws of the State of Delaware, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

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Signatures

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The Effective Date of Agreement is: the _____ day of _____ 20_____.

1.1 RICOH INTERNAL REVIEW

Internal Review Signature – L2 Approval (Branch Management - ITSAM, MPS, ADoS)	Name and Title	Date

1.2 CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title	Date

1.3 RICOH ACCEPTANCE

Authorized Signature (MPS, ADoS or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

4

MEETING DATE: January 27, 2014

AGENDA ITEM # _____

ITEM: Contract between Downtown Development Authority (DDA) and Wyandotte Business Association (WBA) - Promotional Services

PRESENTER: Natalie Rankine, Downtown Development Authority Director

INDIVIDUALS IN ATTENDANCE: Natalie Rankine, Downtown Development Authority Director

NDR

BACKGROUND: The Downtown Development Authority hires the WBA to perform services related to the execution of Third Friday events in the Downtown District each third Friday of the month throughout the year.

STRATEGIC PLAN/GOALS: This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to *enhancing the community's quality of life*.

ACTION REQUESTED: Adopt a resolution authorizing the approval to authorize the DDA and WBA to sign the proposed contract for the upcoming fiscal year.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This contract is in accordance with the adopted 2014 DDA budget approved by Mayor and Council. The amount reflected in this budget is \$30,000.00, payable quarterly. Account number 499-200-925-730-797.

IMPLEMENTATION PLAN: The approved contract will be forwarded to the WBA to sign.

COMMISSION RECOMMENDATION: Concur

CITY ADMINISTRATOR'S RECOMMENDATION: Concur *Shupda*

LEGAL COUNSEL'S RECOMMENDATION: Concur

MAYOR'S RECOMMENDATION: Concur

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: 01/27/2014

RESOLUTION by Councilperson _____

RESOLVED by the City Council that that the communication from Natalie Rankine, Director of the Downtown Development Authority is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council hereby CONCURS in the conditions of the contract between the Downtown Development Authority and the Wyandotte Business Association for the purchase of promotional services from the WBA. in the amount of \$30,000 to be paid in four (4) equal payments of \$7,500 quarterly. AND BE IT FURTHER RESOLVED that all conditions of said Agreement be adhered to as outlined and that the Mayor is hereby directed to execute the contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
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WYANDOTTE BUSINESS ASSOCIATION SERVICES AGREEMENT

The WYANDOTTE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) has determined that a qualified contractor to perform event and marketing promotions within the Downtown Development District boundary is needed. This agreement between the DDA and the Wyandotte Business Association (WBA) will be the authorizing document to procure the promotional services of the WBA.

NOW THEREFORE, the parties enter the following agreement made this day of Month, Date, Year, by and between the DDA, party of the first part, and the Wyandotte Business Association (WBA), party of the second part.

ARTICLE I – THE WORK

It is agreed that the WBA shall furnish all labor, materials and equipment relative to the event and marketing services procured by the DDA and outlined in **Attachment 'A'**.

In addition the WBA shall:

- a. In no manner impede current DDA District businesses from doing business during contracted events or associated with contracted services being delivered to the DDA.
- b. Provide a link to the DDA's website: www.wyandotte.net from the WBA's Third Friday page on the WBA website and add the following language: *Events are funded by the City of Wyandotte Downtown Development Authority and implemented by the Wyandotte Business Association.*
- c. Provide the DDA with a current WBA member list and business contact information of members located within the DDA District, to be submitted quarterly. This list and information is proprietary to the WBA and not to be shared with third parties including, but not limited to solicitors unless required by law under the Freedom of Information Act.
- d. Be current on any and all fees and/or payments owed to City of Wyandotte departments. All city invoices shall be mailed to the Wyandotte Business Association, PO Box 217, Wyandotte, Michigan 48192. In the event of an overlap in the billing cycle, the WBA should be given 30 days to reconcile any discrepancies.

It is also agreed that the WBA shall work to actively promote business in the City of Wyandotte through a variety of methods, including but not limited to:

- a. Obtain and supply the DDA with feedback about WBA run events and programs from DDA District businesses and attendees.

- b. Obtain and supply the DDA with demographic information and email addresses from attendance at WBA run events. This list and information is proprietary to the WBA and DDA and is not to be shared with third parties including, but not limited to solicitors unless required by law under the Freedom of Information Act.

ARTICLE II – TERM

It is agreed that the WBA shall work under this Agreement during the 2014 Fiscal Year of the DDA (October 1st, 2013 to September 30th, 2014).

ARTICLE III – MINIMUM PARTICIPATION STANDARDS

In addition to satisfying Article VI Section I of the DDA By-laws (Attachment A) the following standards shall be met:

- a. Certificate of good standing as a Non-profit for the Wyandotte Business Association shall be provided to the DDA Director and the Board of Directors.
- b. Quarterly reports of activity shall be submitted to the Director for disbursement to the DDA Board of Directors and any other information requested by the DDA according to the schedule below. Information contained in these quarterly reports shall consist of detailed expense information (receipts, contracts, etc.) as well as samples of the services provided (newspaper advertisements, press releases, etc.) for the past quarter. Quarterly Reporting Schedule:

First Quarter (October 1 – December 31): Report due the first Thursday of February

Second Quarter (January 1 – March 31): Report due the first Thursday of May

Third Quarter (April 1 – June 30): Report due the first Thursday of August

Fourth Quarter (July 1 – September 30): Report due the first Thursday of November

- c. Provide the DDA with a year-long report of demographic information relative to attendance at events, business DDA feedback, etc. Report should outline challenges and ways to improve future events. Report shall be received by DDA no later than December 31st of the following calendar year.
- d. A Third-Party CPA prepared end-of-the-year review shall be submitted by November 30th each year. Budget proposal information for the forthcoming fiscal year shall also be required to be supplied by the date outlined in yearly DDA funding requests for distribution to the DDA Board for their annual budget workshop process.

ARTICLE IV – AMENDMENTS

No amendment to the Agreement shall be effective and binding upon the parties hereto unless it expressly makes reference to this Agreement, is in writing, and is signed by duly authorized representatives of both parties.

ARTICLE V – AGREEMENT SUM

It is agreed upon that in consideration of the faithful and entire performance by the WBA of its obligations under this Agreement the DDA shall pay the WBA, at the time and manner hereinafter stipulated an amount as follows:

Net amount - \$30,000.00

It is also agreed upon that the four (4) equal payments of \$7,500.00 shall be made quarterly given the full satisfaction of aforementioned requirements identified in Article III (b) of this agreement and also according to the City of Wyandotte payment schedule. The DDA will notify the WBA when quarterly payments are ready for pickup and in order to obtain the check, a representative of the WBA board shall sign for the check.

ARTICLE VI – TERMINATION

Either party may terminate this Agreement upon providing ninety (90) days written notice to the other. The WBA shall be paid for those services rendered and costs incurred prior to the notice of termination.

IN WITNESS WHEREOF, the DDA and the WBA, by and through their duly authorized representatives, have executed this Agreement as of the year and date first above written.

WITNESS:

CITY OF WYANDOTTE DDA

By: _____

Date: _____

Date: _____

RATIFICATION:

CITY OF WYANDOTTE

WYANDOTTE BUSINESS ASSOCIATION

Date: _____

Date: 12-11-13

Date: _____

Date: 12-21-2013

ATTACHMENT 'A'

1. THIRD FRIDAY

The WBA shall perform all labor, materials, equipment and means to host twelve (12) Third Friday Events and one (1) Cinco de Mayo event centrally located in the DDA Development District. The WBA shall:

- a. Work together with the DDA to develop a comprehensive listing of proposed Third Friday event themes and tentative work plans when requesting DDA funding for the upcoming fiscal year.
- b. Provide the DDA Director with a projected layout, timeline and work plans for setup and activities for all events no later than the Monday prior to the event date.
- c. Request all road closures for procured events from City Council no later than 60 days in advance and notify the DDA of impending road closures, in writing, no later than 120 days in advance.
- d. Open all closed roadways, parking lots and parking spaces no later than 1:00 am on the night of said event.
- e. Provide all labor and means or contract the services of a third-party to clean-up after events. Clean-up must be completed no later than 1:00 am on the date of said event.
- f. Create event themes and activities that encourage foot traffic to DDA District businesses.
- g. Unforeseen circumstances that shorten or otherwise alter the above schedules must be communicated in writing to the DDA immediately upon discovery of same.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: January 27th 2014

AGENDA ITEM #

ITEM: Updated Special Event Application

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find the updated City of Wyandotte Special Event Application assembled and recommended by my office. The following items were added and/or updated to this agreement:

- Schedule of dates to guide the applicant through the special event approval process
- Information on marketing tools that the City of Wyandotte offers
- Site map of event is required
- Cost estimates for city services
- Tent requirements, waste management and recycling
- Electrical services and electrical application

By updating the application the Special Event Office is fully informed on the details of each special event and can pass along information to the necessary departments for review and approval and then seek approval from Mayor and City Council. These updates have been reviewed and approved by the City Attorney, Mr. Look.

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Dupdale

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

MAYOR'S RECOMMENDATION:

J. Look

LIST OF ATTACHMENTS:

City of Wyandotte Special Event Application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27th 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the Special Event Coordinator in the following resolution:

A resolution to APPROVE the City of Wyandotte Special Event Application as outlined in the provided communication dated January 27th 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

City of Wyandotte



Special Event Packet and Application

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
h.thiede@wyan.org www.wyandottestreetartfair.org

Hello!

This Special Event packet and application is designed to assist you in the event planning process here in the City of Wyandotte. Take a minute to read over the information and if you have any questions feel free to contact the Special Event Office at the information provided.

Dates to Remember

The following dates provide you with a schedule to guide you through the special event approval process. Please adhere to the following schedule below.

Events Requiring Street Closure (s)	Events in Parks
Minimum 90 Days Before the Event the following must be returned to the Special Event Coordinator <ul style="list-style-type: none">• Special Event Application & Fees• Site Plan• Pre-planning meeting with the Special Event Coordinator	Minimum 60 Days Before the Event the following must be returned to the Special Event Coordinator <ul style="list-style-type: none">• Special Event Application & Fees• Site Plan• Pre-planning meeting with the Special Event Coordinator
Minimum 60 Days: Department Requests <ul style="list-style-type: none">• Wyandotte Police Department• Wyandotte Fire and Rescue Department• Department of Public Service• Department of Recreation• Municipal Service Department	Minimum 45 Days: Department Requests <ul style="list-style-type: none">• Wyandotte Police Department• Wyandotte Fire and Rescue Department• Department of Public Service• Department of Recreation• Municipal Service Department
Minimum 30 Days <ul style="list-style-type: none">• Insurance• Final Site Plan Approval• Payment of Estimated Costs	Minimum 30 Days <ul style="list-style-type: none">• Insurance• Final Site Plan Approval• Payment of Estimated Costs

Street Closures and Use of Right of Way

Events requiring the temporary closure of a county street must be approved by the Wayne County Department of Public Services. The Special Event Office will coordinate on behalf of the applicant with the Wyandotte Police Department for this information/permit.

Special Events

A special event is defined as any transient amusement enterprise, outdoor temporary gathering, and any similar event, including but not limited to a theatrical exhibition, musical performance, public show, entertainment, amusement or other exhibition. All city sponsored events would be excluded.

Special Event Permission

A Special Event permit/resolution is the official document authorizing the performance of an event on city property. To obtain a Special Event permit/resolution, applicants must submit a completed Special Event Application and a non-refundable application fee to the City of Wyandotte. Submission and acceptance of the Special Event application is not to be construed as an approval of the request for a permit. If any information provided in the application is false or if the application does not comply with timeframes, deadlines and requirements, the permit/resolution may be denied.

Site Map

The site map is a visual representation of all the operational event elements that you describe throughout the permit application. To properly assess the event, the site map should be submitted along with the Special Event Application and include the following items:

1. North, indicated by a directional arrow symbol
2. Name of the area (Park, Street, etc.) you intend to use including surrounding streets with on-way streets indicated.
3. The overall event area including any requested street closures, plus the location and number of feet to be reserved highlighted.
4. The location and dimensions of all physical equipment being placed, including, but not limited to, any stage(s), vendors, booths, sponsors, tents, signs, barricades, porta-potties, vehicles, shelters, etc.
5. Location of temporary alcohol sales where both sales and consumption occur, plus dimensions and type of fencing to be used.
6. Indicate 20' wide fire lane clearances in all areas and the location of all fire hydrants.
7. Include electrical plans for vendors and stages, specifying how much each site requires, in terms of amps and volts. (See attached electrical form)
8. Any other details you think are helpful in the physical description of your event.

Insurance Requirements

The applicant must procure and maintain commercial general liability insurance with a minimum of \$1,000,000 per occurrence. Proof of insurance must be submitted a minimum of 30 days prior to the first day of the event through clean up activities. The City of Wyandotte must be named as additional insured. The certificate will be reviewed and additional coverage or wording may be required by the City of Wyandotte to match the needs of the event.

Subcontractors and service providers hired by the applicant are required to meet all insurance requirements. Subcontractors and service providers must submit a copy of their insurance and sign a Hold Harmless statement in order to perform work on city property.

Additional insurance may be required including but not limited to:

- **Liquor Liability Endorsement**

All special events that involve the sale and consumption of alcoholic beverage must provide a coverage limit of no less than \$1,000,000 for each occurrence.

Cost Estimates

A cost estimate for city services will be prepared by the Special Event Office for each event based on information submitted in the Special Event Application. Upon the applicants agreement to pay all associated event costs, the event approval process will begin. A non-refundable application fee is required to submit a Special Event Application.

Denial or Rejection of a Special Event Permit Application

The Office of Special Events may reject or deny a permit application for one or more of the following reasons:

- Failure to submit an application within the time periods listed in this application packet
- The application is not executed properly or is incomplete
- The applicant owes the City of Wyandotte money from another event, services provided or damages to city property
- The Special Event Office has already received a properly filled out application and given approval for the same date and or space

Event Cancellation

The City of Wyandotte may cancel or postpone an event without prior notice for any condition affecting the public health or safety of the city or any condition that would place parks, facilities or other property at risk of damage or destruction if the event were permitted to take place.

Hold Harmless Agreement

The City of Wyandotte will issue you/your group a hold harmless agreement after your event is reviewed by the Mayor and City Council. This hold harmless must be signed and returned to the Special Event Office prior to the event date.

Wyandotte Police Department/First Aid Emergency Services

The Wyandotte Police Department and Fire Department will determine if and how many officers and/or Fire Department Staff are needed based on a number of variables including; estimated number of attendees; if alcoholic beverages will be served; event location; weather; open flame activities; outdoor cooking; time of day the event will take place; and the need for street closures or rerouting of traffic.

Tent Requirements

A tent with a square footage in excess of 100 feet (10x10) requires approval from the Fire Chief. The following must be provided when applying for a special event permit:

- A site plan showing the property lines and the location of the tent along with measurements
- A floor plan showing what is under the tent
- The dates the tent will be put up and taken down

Amplified Sound

If an event will be having a band or amplified music, the applicant will ensure compliance with all noise ordinances established by the City of Wyandotte.

Waste Management/Recycling

The applicant is responsible for cleaning the rental area, disposing of trash, and returning the area to a condition similar to that prior to use. Trash must be picked up before, during and after an event that is open to the public. It is the responsibility of the event planner to ensure that there are a sufficient number of trash cans located throughout the event grounds and that they are emptied during the event in order to prevent overflow. If the waste generated by the event exceeds the capacity of the onsite dumpsters, it is the planners responsibility to remove the excess waste from the site. This may require additional dumpsters to be secured by the event planner through our Department of Public Service Office at 734-324-4590.

Electrical Services

Any existing electrical service at a park, city property or tree boxes may be inadequate for certain special events. It is the responsibility of the applicant to ensure that there is adequate electrical capacity to hold the event and to obtain additional electrical supply if needed. You will need to list the amount of electrical hook up that you will require on the application. This will then be reviewed by the Municipal Service Department. If approved any costs associated with electrical boxes, overloading of circuits, overtime of electrical employees, etc. will be the responsibility of the applicant.

Marketing

Applicants have the option to use the Fort Street Sign as well as the Wyandotte.net community bulletin board to market their events. Both applications are located on our website www.wyandotte.net under the forms tab.

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: _____ Times: _____

Name of Applicant: _____

Name of Business or Organization: _____

Type of legal entity of your business/organization: _____

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

Address: _____

Email: _____ Cell Phone: _____

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

Site of proposed event: _____

Estimated maximum number of persons expected at the event for each day: _____

Is Alcohol going to be served or provided at this event: _____ Do you have a license: _____

Do you need water hook up for this event? _____

If you will need water hook up, please list where and what the water will be for: _____

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

WYANDOTTE MUNICIPAL SERVICE-SPECIAL EVENT ELECTRICAL APPLICATION FORM

SERVICES OFFERED:

120 Volt Standard receptacle – 3 Prong grounded only – Fuse Protected.

240 Volt Standard stove type receptacle – 3 Prong grounded only – Fuse protected. Oak St parking only.

240 Volt – 3 Prong twist lock – 50 Amp receptacle – (Female).

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

RATES:

Early turn-on's _____ \$35.00

Electrical service requiring 1 – 2 Plugs – (120 Volts) _____ \$35.00

Electrical service requiring 3 – 4 Plugs – (120 Volts) _____ \$70.00

Electrical service requiring 5 – 6 Plugs – (120 Volts) _____ \$105.00

Electrical service requiring over 6 Plugs – (120 Volts) _____ \$140.00

Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only _____ \$150.00

Electrical service requiring (240 Volts) at 50 Amps maximum – (Self Contained) _____ \$150.00

All service calls outside of normal working hours for 120 Volt Plugs (Plaster Box Receptacles) – 1st service call is free – 2nd service call is \$25 plus overtime cost – 3rd service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs – 1st service call is free – 2nd service call is \$50 plus overtime – 3rd service call is \$100 plus service cost.

EQUIPMENT TO BE USED: Please be specific!

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 27th 2014

AGENDA ITEM # 6

ITEM: 2014- Flicks on Bricks

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, Special Event Office is currently organizing the 2014 Flicks on Bricks special event series; an outdoor movie night taking place on the grounds of the old Wyandotte Theatre at Elm and First Street in Downtown Wyandotte. Featuring a variety of family friendly films, citizens will have the opportunity to bring lawn chairs and blankets to enjoy an evening of quality cinema under the stars. We would like to once again, contract with Richard Paul and Associates for the movie screen, projector, before movie cartoons and music as well as after movie music.

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

ACTION REQUESTED: We feel that Richard Paul and Associates will once again provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Flicks on Bricks –	285-225-925-730-891	\$2,700
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IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Event Coordinator.

CITY ADMINISTRATOR'S RECOMMENDATION: *[Signature]*

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

MAYOR'S RECOMMENDATION:

[Signature: Joseph R. Peterson]

LIST OF ATTACHMENTS:

Contracts from Richard Paul and Associates for 2014

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27th 2014

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the contract between Richard Paul and Associates to provide assistance for the 2014 Flicks on Bricks Movie Nights.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 27th 2014

AGENDA ITEM # 7

ITEM: 2014- Flicks on Bricks

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Special Event Office is currently organizing the 2014 Flicks on Bricks special event series; an outdoor movie night taking place on the grounds of the old Wyandotte Theatre at Elm and First Street in Downtown Wyandotte. Featuring a variety of family friendly films, citizens will have the opportunity to bring lawn chairs and blankets to enjoy an evening of quality cinema under the stars.

Flicks on Bricks will provide additional opportunities for sponsorship, increased foot traffic, and entertainment value for the whole family.

Flicks on Bricks will run the following dates:

- June 27th
- July 25th

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

ACTION REQUESTED: This letter is sent to request that the Department of Public Service be notified to close the following:

- Elm Street to Biddle Avenue to First Street
- Elm Street from First Street to the Alley between First and Second Street
- The parallel parking spaces on the west side of First Street between Oak and Elm Street.

The closure outlined above proved the most appropriate and convenient for event go-ers and local businesses. It permits First Street to remain open for through traffic to access to local businesses, yet maintains a safe and confined area for the event. Closure times for each of the preceding bulleted Friday dates should be approximately 5:00 PM. Parking notices should be posted on applicable areas of Elm and First Streets on the Wednesday immediately before each of the aforementioned dates.

Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department and Police Department should also be notified of this event to reroute emergency vehicles.

We appreciate your consideration and support of special event programming in the City of Wyandotte.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Flicks on Bricks Expense Account: 285-225-925-730-891 - \$3,590

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupda*

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

MAYOR'S RECOMMENDATION: *Joseph R Peterson*

LIST OF ATTACHMENTS: N/A

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: January 27th 2014

RESOLUTION by Councilman _____

- Resolved by City Council to approve the request of the Special Event Coordinator to approve of the closing of Elm Street to Biddle Avenue to First Street, Elm Street from First Street to the Alley between First and Second Street and the parallel parking spaces on the west side of First Street between Oak and Elm Street on June 27th and July 25th 2014.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 27th 2014

AGENDA ITEM # 8

ITEM: City of Wyandotte Independence Day Parade Event Approval

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you know, the Special Event staff is in the process of coordinating the 2014 City of Wyandotte Special Events. This year the 2014 4th of July Parade will be held, Friday, July 4th. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street.

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

ACTION REQUESTED: In accordance with provision of Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Public Works Department to close Biddle Avenue for the Independence Holiday Parade from 8 am to 12 noon on July 4, 2014.

The parade will necessitate closing Biddle Avenue from Ford to Plum. Traffic to be rerouted northbound Third to Ford, southbound on Fourth from Ford.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The budget for the said event is - \$7,000

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupda*

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

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27th, 2014

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure for the City of Wyandotte Independence Day Parade scheduled for Friday, July 4th 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 27th 2014

AGENDA ITEM # 9

ITEM: City of Wyandotte 4th of July Parade and Christmas Parade, Hold Harmless Agreements from BASF

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you know, the annual Independence Day Parade will be held July 4th, 2014 and the Christmas Parade shall be held November 22nd 2014. As per normal procedure, attached for your approval is the Hold Harmless Agreement with BASF relative to the use of their property on Biddle Avenue north of Ford for parade participation line up.

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

ACTION REQUESTED: Please take these agreements into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

None

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

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

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

Hold Harmless from BASF 4th of July
Hold Harmless from BASF Christmas Parade

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27th 2014

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the use of BASF Property and to sign hold harmless agreements, to line up the 4th of July Parade, July 4th 2014 and the Christmas Parade, November 22nd 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec



The Chemical Company

HOLD HARMLESS AGREEMENT

In consideration of the permission granted by BASF Corporation to utilize their property on Biddle Avenue north of Ford for parade participation lineup on July 4, 2014, the City of Wyandotte hereby assumes all risk and liability relating to the exercising of this permit and agrees to hold harmless and indemnify BASF Corporation from all liability or responsibility whatever for injury (including death) to persons and for any damage to BASF Corporation property or to the property of others arising out of or resulting from the use of BASF Corporation's aforementioned property.

The City of Wyandotte further does hereby remise, release and forever discharge said BASF Corporation, its officers, agents and employees from any and all claims, demands, actions, cause of action, damages and liabilities resulting from or arising out of, either directly or indirectly, the exercising of the permit herein granted.

Agreed to this _____ day of _____, 201__

CITY OF WYANDOTTE

By: _____

Its: _____ Mayor

By: _____

Its: _____ City Clerk



The Chemical Company

HOLD HARMLESS AGREEMENT

In consideration of the permission granted by BASF Corporation to utilize their property on Biddle Avenue north of Ford for parade participation lineup on November 22, 2014, the City of Wyandotte hereby assumes all risk and liability relating to the exercising of this permit and agrees to hold harmless and indemnify BASF Corporation from all liability or responsibility whatever for injury (including death) to persons and for any damage to BASF Corporation property or to the property of others arising out of or resulting from the use of BASF Corporation's aforementioned property.

The City of Wyandotte further does hereby remise, release and forever discharge said BASF Corporation, its officers, agents and employees from any and all claims, demands, actions, cause of action, damages and liabilities resulting from or arising out of, either directly or indirectly, the exercising of the permit herein granted.

Agreed to this _____ day of _____, 201__

CITY OF WYANDOTTE

By: _____

Its: _____ Mayor

By: _____

Its: _____ City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

10

MEETING DATE: January 27th 2014

AGENDA ITEM # _____

ITEM: Fishing Derby 2014

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: The City of Wyandotte has a strong commitment to area youth. On Saturday June 7th, 2014, we would like to have permission to continue the following popular youth event.

1. The 27th Annual Wyandotte Fishing Derby at the Bishop Park fishing pier from 10 a.m. to 12:30 p.m.

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

ACTION REQUESTED: This letter is also being sent to request the Dept. of Public Service be notified to close the Fishing Pier to the general public from 9 a.m. to 1 p.m. that day for the Fishing Derby.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:


Fishing Derby Expense Account: 285-225-925-730- \$1,375.00

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

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

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27th, 2014

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the use of the Bishop Park Fishing Pier for the Fishing Derby, to be held June 7th from 9 am to 1 pm.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 27, 2014

AGENDA ITEM # 11

ITEM: City Recyclers

PRESENTER: Mark A. Kowalewski, City Engineer

Mark A. Kowalewski 1-22-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: City Recyclers of Detroit requested placement of fifteen clothing recycling boxes in the City. Requests for additional information have been made to City Recyclers and they have not provided complete responses.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Deny City Recycler's request.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform City Recyclers of denial.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shayda*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Council Resolution, emails with City Recyclers

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27, 2014

RESOLUTION by Councilperson _____

RESOLVED BY MAYOR AND COUCIL that the Council concurs with the recommendation of the City Engineer to deny the request to place clothing recycling boxes by City Recyclers of Detroit in the City.

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	_____

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 14, 2014

RESOLUTION

City Recyclers
8100 Joy Road
Detroit, Michigan 48204

By Councilman Daniel E. Galeski
Supported by Councilman Leonard Sabuda

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 held in abeyance for an additional two (2) weeks (January 27, 2014).

MOTION UNANIMOUSLY CARRIED

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 January 13, 2014.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer

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, 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

Adam Abbas

Toll: 866-661-5300

Cell: 313-414-1846

adam@cityrecyclers.net

WWW.Cityrecyclers.net

Backup

Maria Johnson

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

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

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

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

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

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)'
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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: January 27, 2014

AGENDA ITEM # 12

ITEM: Purchase M & B Straight Blade for Department of Public Service (DPS)

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 1-21-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: During the last snow events, which included some ice packed snow, it was determined that the snow removal operations in the Central Business District (CBD) were difficult when utilizing the TORO with the broom attachment. Having a blade attachment would have enabled the work to be completed more efficiently. The DPS utilized a backhoe to perform this snow removal during the last snow removal. Therefore, attached you will find a quote from Spartan Distributors, Sparta, Michigan in the amount of \$3,210.00 for a snow removal attachment blade. Spartan Distributors is a single source provider for this equipment; therefore no other quotes were sought.

STRATEGIC PLAN/GOALS: We are committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve acceptance of quote from Spartan Distributors, Sparta, Michigan in an amount of \$3,210.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-448-850-530

IMPLEMENTATION PLAN: Utilize blade for snow removal operations with ice packed snow.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

Shupda

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Quote from Spartan Distributors

January 16, 2014

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

City of Wyandotte
Attn: Dave Rothermal
4201 – 13th
Wyandotte, MI 48192

Dear Dave:

We are pleased to provide a quote on the following equipment:

(1) M&B Straight Blade, Hydraulic Angle w/Rubber Skid Bar (#1-ADZ-0091) \$ 3,210.00

Pricing is firm for 30 days from date of quotation.

DELIVERY: As Arranged

TERMS: Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Michael Brannigan

Michael Brannigan
Commercial Sales

MB/jgm

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding acceptance of the quote from Spartan Distributors, Sparta, Michigan, in the amount of \$3,210.00 from account 101-448-850-530 for purchase of M & B Straight Blade is hereby approved.

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

MEETING DATE: January 27, 2014

AGENDA ITEM #

13

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 1-22-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. On February 1, 2014, the City's new ordinance regarding the use of a metal, durable plastic, or an approved container of equal material to be used for the collection of solid waste will be effective. Therefore, the demand for leasing toters has increased. The Department of Public Service (DPS) desires to purchase an additional 432 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. Cascade Engineering's price of \$46.74 per cart pricing is an increase of \$1.32 per container. This increase is due to the increase in resin cost to produce this product. This is the 1st price increase since the City has purchased toters from this company. The cost of \$20,191.68 (432 x \$46.74) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

STRATEGIC PLAN/GOALS: The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve the DPS to purchase 432 carts at a cost of \$20,191.68 from Cascade Engineering.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 290-448-850-770-540

IMPLEMENTATION PLAN: Place order with Cascade Engineering of Grand Rapids, Michigan

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Price increase information from Cascade Engineering.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 432 – 96 gallon carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$20,191.68 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte's logo, imprinted serial numbers and include a standard ten (10) year warranty.

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

MEETING DATE: January 27, 2013

AGENDA ITEM #

14

ITEM: Grant of License for 305 Superior, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 1-22-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Engineering Department received a request from Deborah Jayne Fudge, 305 Superior, Wyandotte, to encroach onto the City property at 313-315 Superior. Ms. Fudge is requesting to place their electrical service underground which will encroach 5 feet on the adjacent City owned property. Attached please find a Grant of License and Hold Harmless Agreement to allow this encroachment.

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

ACTION REQUESTED: Approve required Grant of License.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None.

IMPLEMENTATION PLAN: Direct the City Attorney to record Grant of License against said property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Durpals*

LEGAL COUNSEL'S RECOMMENDATION: Documents prepared by Legal Department.

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Grant of License and Hold Harmless Agreement

cc: Wyandotte Community Alliance

GRANT OF LICENSE

CITY OF WYANDOTTE, a Michigan Municipal corporation of 3200 Biddle Avenue, Wyandotte, Michigan, and its successors, hereinafter called the GRANTOR, and Deborah Jayne Fudge of 305 Superior, Wyandotte, Michigan, and successors, hereinafter called the LICENSEE, enter into this Agreement on the _____ day of _____ 20____, subject to the following conditions:

1. The LICENSEE owns the real estate at 305 Superior, located in the City of Wyandotte, County of Wayne, State of Michigan more particularly described as the north 85 feet of Lot 7, Block 101 Plat of Wyandotte as recorded in Liber 2, Page 36 Wayne County Records.
2. The GRANTOR owns the real estate at 313-315 Superior, located in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described as the Lot 6, Block 101 Part of Wyandotte as recorded in Liber 2 Page 36 Wayne County Records.
3. The GRANTOR grants to the LICENSEE, its successors and assigns, the right to construct and maintain an underground electrical service along the eastern portion of 313-315 Superior, Wyandotte and the LICENSEE is required to maintain and keep in good repair said underground electrical service. The LICENSEE shall use methods to maintain the underground electrical service that will cause the least possible amount of damage to the premises.
4. The LICENSEE underground electrical service will occupy the following described premises situated in the City of **WYANDOTTE**, County of **WAYNE** and State of Michigan, the east 5 feet of the south 75 feet of Lot 6, Block 101 Part of Wyandotte as recorded in Liber 2 Page 36 Wayne County Records. 57-015-02-0006-000.
5. In consideration of the GRANTOR providing their Grant of License, the LICENSEE agrees to execute a Hold Harmless Agreement indemnifying the GRANTOR from all liability arising out of their Grant of License.
6. If the GRANTOR directs LICENSEE to revoke any modifications to the above described premises to insure the premises will be reasonably safe and convenient for public travel, LICENSEE agrees to make modifications at its own cost immediately, and if Licensee fails to do so, the License shall terminate immediately and LICENSEE shall remove the underground electrical services at no cost to the GRANTOR and restore the condition of the premises to their original condition at no cost to the GRANTOR within ten (10) days of said termination.
7. This Grant of License may not be assigned by the LICENSEE without prior written approval of the GRANTOR.

[Signatures on next page]

This LICENSE is revocable at will by the GRANTOR giving sixty (60) days notice to the LICENSEE of such revocation. If license is revoked, then LICENSEE shall remove underground electrical services at no cost to GRANTOR and restore the condition of the premises to their original condition within ten (10) days of the revocation of this Agreement at no cost to the GRANTOR. If legal proceedings are commenced to enforce any provisions of this Agreement, LICENSEE shall be responsible and agrees to pay GRANTOR'S reasonable attorney fees.

Witnesses:

GRANTOR: CITY OF WYANDOTTE

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

Subscribed and sworn to me this _____ day of _____, 20____, by Joseph R. Peterson and William R. Griggs who are the Mayor and City Clerk of the City of Wyandotte who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

Witnesses:

LICENSEE:

Deborah Jayne Fudge
Deborah Jayne Fudge

Subscribed and sworn to me this 9 day of January, 2014, by Deborah Jayne Fudge who duly executed said LICENSE with full authority.

William R. Look
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: 2/13/19

Drafted by: William R. Look

When recorded, return to: William Look
2241 Oak St., Wyandotte, MI 48192

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to construct underground electrical service at 305 Superior and said electrical service will occupy the east 5 feet of the south 75 feet of Lot 6. The undersigned Deborah Jayne Fudge, hereby assumes all risk and liability relating to the construction, maintenance and use of said underground electrical service and agree to hold harmless and indemnify the City of Wyandotte and all City officials, employees, volunteers and agents from all liability or responsibility whatsoever for injury (including death) to persons and for any damage to any City property or to the property of others arising out of, or resulting either directly or indirectly, from the construction, maintenance and/or use of said underground electrical service as described above and in the Grant of License.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the construction, maintenance and/or use of said underground electrical service at said above described location.

The undersigned represents personally that he/she is authorized to execute this Agreement on behalf of the undersigned.

Agreed to this ___ day of _____, 2014.

By: Deborah Jayne Fudge
Deborah Jayne Fudge

By: _____

Address: 305 Superior Wyandotte Michigan 48192
Street City State Zip

Telephone: 734 676 3657

WYANDOTTETTE

MUNICIPAL SERVICES

ELECTRIC SERVICE PLANNING

Service Planning (734) 324-7153

Meter Equipment (734) 324-7157

PROPERTY BUSINESS NAME (IF APPLICABLE)			ELECTRICIAN BUSINESS NAME		
STREET ADDRESS 305 & 313 Superior			CONTACT NAME		
TYPE <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground	PHASE <input checked="" type="checkbox"/> Single Phase <input type="checkbox"/> Network <input type="checkbox"/> Three Phase	TERMINATION <input checked="" type="checkbox"/> Meter Socket <input type="checkbox"/> Tap Box <input type="checkbox"/> CT Cabinet	STREET ADDRESS		
			CITY	STATE	ZIP CODE
VOLTAGE <input checked="" type="checkbox"/> 120/240 <input type="checkbox"/> 240/120 MT <input type="checkbox"/> 208Y/120 <input type="checkbox"/> 480Y/277		SERVICE CAPACITY <input type="checkbox"/> 100 Amp <input type="checkbox"/> 400 Amp <input checked="" type="checkbox"/> 200 Amp <input type="checkbox"/> Other	TELEPHONE		MOBILE PHONE
<p>SKETCH</p>					
<p>Note: See Attached sheet for specs, rules, and regulations.</p> <p style="text-align: center;">Superior N↓</p> <p style="text-align: right;">POLE QUADRENT FOR UNDERGROUND SWEEP</p>					
PREPARED BY <i>[Signature]</i>		DATE PLAN SESSION 1-13-14		DATE ROUGH INSPECT	
DATE COMPLETION		RECEIPT OF METERING EQUIPMENT			
RECEIPT OF SERVICE PLANNING DOCUMENT		RECEIPT OF METERING EQUIPMENT			
PRINTED NAME LEONARD E. GUERRERO	SIGNATURE <i>[Signature]</i>	DATE 1-13-14	PRINTED NAME	SIGNATURE	DATE

INFORMATION CONTAINED ON THIS FORM DOES NOT SUPERCEDE RULES & REGULATIONS FOR ELECTRIC SERVICE.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: January 27, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that the communication from the City Engineer regarding the underground electrical at 305 Superior is hereby received and placed on file; AND

BE IT RESOVLED that Council approves the Grant of License between Ms. Fudge and the City for the placement of their underground electrical at 305 Superior provided that the Grant of License and Hold Harmless Agreement is executed by Ms. Fudge and the City; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign said Grant of License and Hold Harmless Agreement; AND

RESOLVED FURTHER that Ms. Fudge to pay the administrative fee of \$200 and the Department of Legal Affairs record the Grant of License.

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	_____