

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, MARCH 2, 2015 7:00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI M. FRICKE

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

COMMUNICATIONS-MISCELLANEOUS:

1. Communication from David L. Wolf, Chairman Center for Women's and Children's Health and Well Being relative to retirees of the City of Wyandotte being able to have insurance coverage-screening for mammography included in their health insurance.
2. Communication from the Knights of Columbus Council # 1802 requesting to solicit donations for their annual "Mentally impaired Drive" also know as the "Tootsie Roll Drive" on various street corners on March 27th , 28th, and 29th, 2015.
3. Communication from Second Chance Network requesting to solicit donations on Wednesday, March 25th through March 28th, 2015 and Wednesday, July 22nd through Saturday, July 25th, 2015 at various street corners.

PERSONS IN THE AUDIENCE:

NEW BUSINESS (ELECTED OFFICIALS):

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

4. Communication from the Mayor submitting an employment agreement with the Chief of Police for an additional five (5) years.

5. Communication from Councilwoman Fricke relative to a fee charged by the City of Wyandotte Assessing Department regarding access to property tax information.
- 6 . Communication from the Chief of Police regarding the purchase/installation of Panasonic mobile computers for patrol vehicles.
7. Communication from the Superintendent of CATV regarding concurrence for approval of Cable Telecommunications "Going All Digital" Phase 2.
8. Communication from the Director of Museums and Cultural Affairs regarding the Wyandotte Museums-2014 Heritage Event Series Report.
9. Communication from the Special Event Coordinator regarding the 2014 Calendar Year Special Event Report.
10. Communication from the Special Event Coordinator regarding the Wyandotte Boat Club-Blitzen the Dotte to be held on Saturday, November 21, 2015 prior to the Christmas Parade.
11. Communications from the City Attorney submitting a recommendation for discussing litigation with the Media.
12. Communication from the City Administrator regarding a Service agreement-Downriver Sewage Disposal System.
13. Communication from the City Engineer regarding Special Assessment District (SAD # 939); Sewer Service Taps on 22nd Street between Oak Street and Eureka Avenue.

14. Communication from the City Engineer submitting a Sale Agreement for Neighborhood Stabilization Program 3 (NSP3)-1749-2nd.

15. Communication from the City Engineer submitting a rezoning application for the property located at 633 Ford Avenue on behalf of the VFW requesting to rezone from a B-1 to a B-2 for a future outdoor café.

16. Communication from the City Engineer submitting an extension of a Lawn Cutting Contract for 2015 File # 4634.

17. Communication from the City Engineer submitting a Hold Harmless Agreement for 3247 Biddle Avenue.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Retirement Commission Meeting	February 19, 2015	
Daily Cash Receipts Finance	February 19, 2015	\$58,139.57
Daily Cash Receipts Finance	February 11, 2015	\$135,520.51
Beautification Commission Meeting	January 14, 2015	
Beautification Commission Meeting	February 11, 2015	
Fire Commission Meeting	January 29, 2015	
Municipal Service Commission	February 18, 2015	
Municipal Service Commission	February 18, 2015 (work session)	

Center for Women's and Children's Health and Well Being

2333 Biddle Avenue, • Wyandotte, Michigan 48192
(734) 246-9583 • Fax (734) 246-9524 • dwolf@wolfobgyn.com
www.Henryford.com/CWCHWB



Members

David L. Wolf, D.O., Chair
Mary DeSana, R.N.
Shelly Hass, R.T. (R)(M)
Susan LaCroix, R.N.
Judy Martini, R.N.
Ashley Perkins, D.O.
Charles Rossi, Ph.D.
Sharon Sears, R.N.
Susan Surducun
Angela Winton

January 26, 2015

Support Staff

Laurie Meadows
Bradley D. Wolf, C.P.A.

The Honorable Joseph Peterson
Mayor of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, Michigan 48192

Dear Mayor Peterson:

It has been brought to my attention that the retirees of the City of Wyandotte will now have included in their insurance coverage-screening mammography. I am so excited to hear this.

As you know, Yes Ma'am was prepared to offer these retirees free screening mammography. It appears because of your initiative and the council's support this money will now be able to go to others in need.

If there is anything the Center for Women's and Children's Health and Well Being can do for the citizens of the City of Wyandotte, please let me know.

I am proud of the decision you and the council made.

Sincerely,

David L. Wolf, D. O., FACOOG
Chair

Cc: Shelly Hass, Yes Ma'am Champion
Bernie Nareski, Yes Ma'am Events Coordinator





Knights of Columbus

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WYANDOTTE COUNCIL, No. 1802
3530 Biddle Avenue
Wyandotte, Michigan 48192

February 10, 2015

Honorable Mayor Joseph R. Peterson and City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and Council,

It has been the tradition of the Wyandotte Knights of Columbus Council #1802 and the Knights of Columbus Councils thru out the State of Michigan to participate in the annual "Mentally Impaired Drive" also known as the "Tootsie Roll Drive". All proceeds from this event are used to assist the mentally impaired and related organizations in our area.

This year's Drive is during our 100th Year in the City of Wyandotte (1915-2015).

The Wyandotte Knights of Columbus respectfully requests your approval to solicit donations for this drive in the traditional manner, on the streets of Wyandotte. The event dates are March 27th, 28th & 29th 2015. Solicitation will be primarily of those motorists stopped at traffic signals at the Northline and Biddle, Oak and Biddle, Eureka and Fort and the Eureka turnaround intersections. All persons soliciting will be wearing vests clearly identifying the Knights of Columbus.

The brothers of the Wyandotte Knights of Columbus Council #1802 look forward to this very successful event and greatly appreciate your support.

Thank you for your consideration.

Sincerely,

Joe Knapp

Drive Chairman

3200 Biddle Ave. Ste. 100
Wyandotte, MI
48192

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Mayor/City Council

The Second Chance Network was able to help over 50 people in need, last year. The funds collected were disbursed to provide: Shelter, food, clothing and job training/jobs. Due to cities allowing us to solicit in their intersections, these funds were raised.

We are asking for your support and permission this year, to continue helping people in need get off of the streets, receive job training/jobs and become self-sufficient.

The dates that the Second Chance Network would like to hold intersection drives in your city are: Wednesday, March 25th - Saturday, March 28th and Wednesday, July 22nd - Saturday, July 25th (weather permitting). The hours of operation are 7:30 A.M. - 7:00 P.M..

All participants will be provided the proper intersection safety training, place safety cones in work area and wear a reflective vest. In addition, they will be monitored throughout the day to ensure safety precautions are being adhered to.

The requested intersections are:

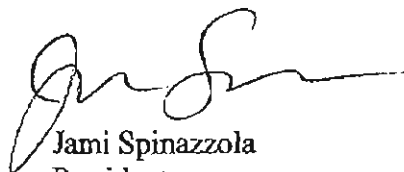
Fort & Ford	Biddle & Ford
Fort & Eureka	Biddle & Eureka
Ford Line & Eureka	

Some of the above intersections may not be utilized. It will depend on traffic & volunteers.

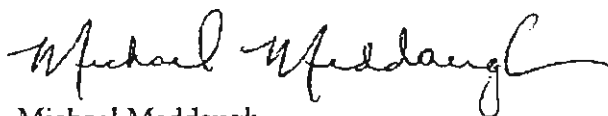
(Wyandotte borders only)

Attached is all legal documentation verifying our non-profit status.

If there are any questions/concerns, please feel free to call:



Jami Spinazzola
President
(586) 306-0250



Michael Meddaugh
Vice President
(586) 339-2597

Second Chance Network
32184 Woodward Ave.
Royal Oak, MI
48073
(248) 677-3575

SecondChanceNetwork

To whom it may concern;

The Second Chance Network is a non-profit organization that helps the homeless of Macomb and Oakland Counties with Housing, Food, Clothing, and Job Training.

Our goal is to make the recipients self-sufficient, and lead a healthy, productive life.

The requirements to live in the Second Chance Network dwellings and receive job training are:

- Random drug and alcohol testing
- Substance abusers will be required to get a sponsor, work a 12-step program, and attend a minimum of 3 meetings per week
- Individuals are required to sign up for college or technical school within 90 days
- 30 hours community service per week with us
- Sign-up for Michigan Works, Michigan Rehabilitation Services, DHS, and the United Way programs within 7 days of moving in

The Second Chance Network exists to empower individuals to lead a productive and healthy life.

[Signature]

Jami Spinazzola

~Jami Spinazzola
-President

IF YOU WOULD LIKE TO CONTACT US:

Please do so via Phone or E-Mail

- 1-586-393-1758
- SecondChanceUrgent@yahoo.com

ADDRESS

28855 Van Dyke Ave • Warren, MI • 48093 • Suite # 213

SecondChanceNetwork

Don't Turn your head any more.

<https://docs.google.com/document/d/1h4DpZsI5Qquw6JR-LHpKzAp1sNALxJG-XC5XBTak5MM/edit?pli=1>

4/28/20

[REDACTED]

SECOND CHANCE NETWORK
% JAMI SPINAZZOLA
~~2nd of 2nd of~~
ST CLAIR SHORES MI 48080

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 90-1029337. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

ANNUAL FILING REQUIREMENTS

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS **CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document

Name

JAMI SPENAZZOLA

Address

~~2200 STEPHENS~~

City

ST. CLAIR SHORES

State

MI

ZIP Code

48080

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
 If left blank, document will be returned to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

SECOND CHANCE NETWORK

ARTICLE II

The purpose or purposes for which the corporation is organized are:

SEE ATTACHED

ARTICLE III

1. The corporation is organized upon a Non-Stock basis.
 (Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

_____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

12/12/2013 4:09PM (GMT-05:00)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

SECOND CHANCE NETWORK

ID NUMBER: 71494X

received by facsimile transmission on December 12, 2013 is hereby endorsed.

Filed on December 13, 2013 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 13th day
of December, 2013.*

*Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau*

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 2ND day of DECEMBER, 2013

Jami Tucker Spingola

President

Patricia Spingola

Secretary

James Spingola

Treasurer

BY LAWS
OF
SECOND CHANCE NETWORK, INC.
A NOT-FOR-PROFIT CORPORATION
INCORPORATED UNDER THE LAWS OF
THE STATE OF MICHIGAN

BY - LAWS
of
SECOND CHANCE NETWORK, INC.

ARTICLE I - OFFICES

The principal office of the corporation shall be in the City of Warren in the County of Macomb in the State of Michigan.

The corporation may also have offices at such other places within or without this state as the board may from time to time determine or the business of the corporation may so require.

ARTICLE II - PURPOSES

The purposes for which this corporation has been organized are as stated in the Certificate of Incorporation which may be amended as required.

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Second Chance Network, Inc. has been organized in order to provide shelter, food, clothing and job training to the homeless.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or state or local government for public purpose. Any such asset not so disposed of shall be disposed of by the Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III - DIRECTORS

1. MANAGEMENT OF THE CORPORATION.

The corporation shall be managed by the board of directors which shall consist of at least three directors. Each director shall be at least eighteen years of age.

2. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of members the membership shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he was elected and until his successor has been elected and shall have qualified, or until his prior resignation or removal.

3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS.

The number of directors may be increased or decreased by a vote of a majority of all of the directors. No decrease in number of directors shall shorten the term of any incumbent director.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of the majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the other directors. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by action of the board. Directors may be removed due to nonfulfillment of duties required by board, misconduct, theft and misrepresentation of our organization all by majority vote of the board members.

6. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or any specified item of business.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS.

The board may hold its meetings at the office of the corporation or at such other places, either within or without the state, as it may from time to time determine.

10. REGULAR ANNUAL MEETING.

A regular annual meeting of the board shall be held.

11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT.

Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the president upon three days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN.

At all meetings of the board the president, or in his absence, a chairman chosen by the board shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. OFFICES, ELECTION, TERM.

Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected or appointed to hold office until the meeting of the board. Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

2. REMOVAL OR RESIGNATION.

Any officer elected or appointed by the board may be removed by the board with or without cause. In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of president and secretary.

3. PRESIDENT.

The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and of the board; he shall have the general management of the affairs of the corporation and shall see that all orders and resolutions of the board are carried into effect.

4. VICE-PRESIDENTS.

During the absence or disability of the president, the vice-president, or if there are more than one, the executive vice-president, shall have all the powers and functions of the president. Each vice-president shall perform such other duties as the board shall prescribe.

5. TREASURER.

The treasurer shall have the care and custody of all the funds and securities of the corporation, and shall deposit said funds in the name of the corporation in such bank or trust company as the directors may elect; he shall, when duly authorized by the board of directors, sign and execute all contracts in the name of the corporation, when countersigned by the president; he shall also sign all checks, drafts, notes, and orders for the payment of money, which shall be duly authorized by the board of directors and shall be countersigned by the president; he shall at all reasonable times exhibit his books and accounts to any director or member of the corporation upon application at the office of the corporation during ordinary business hours. At the end of each corporate year, he shall have an audit of the accounts of the corporation made by a committee appointed by the president, and shall present such audit in writing at the annual meeting of the board, at which time he shall also present an annual report setting forth in full the financial conditions of the corporation.

6. SECRETARY.

The secretary shall keep the minutes of the board of directors and also the minutes of the members. he shall have the custody of the seal of the corporation and shall affix and attest the same to documents when duly authorized by the board of directors. He shall attend to the giving and serving of all notices of the corporation, and shall have charge of such books and papers as the board of directors may direct; he shall attend to such correspondence as may be assigned to him, and perform all the duties incidental to his office.

7. SURETIES AND BONDS.

In case the board shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sum and with such surety or sureties as the board may direct, conditioned upon the faithful performance of his duties to the corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his hands.

ARTICLE V - CONSTRUCTION

If there be any conflict between the provisions of the certificate of incorporation and these by-laws, the provisions of the certificate of incorporation shall govern.


ARTICLE VI - AMENDMENTS

The by-laws may be adopted, amended or repealed by the board at the time they are entitled to vote in the election of directors. By-laws may also be adopted, amended or repealed by the board of directors but any by-law adopted, amended or repealed by the board may be amended by the board members entitled to vote thereon as herein before provided.

If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of all board members for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE VII - CONDUCT

Because of its strong beliefs in high moral standards based on traditional values, the organization reserves the right to expect from all of its officers and directors to maintain high moral standards and social values that do not conflict with traditional spiritual morals.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Olmstead Insurance Agency Inc.
2 Crocker Blvd Ste 302
Mt Clemens MI 48043

CONTACT NAME:
PHONE (Day, Hse, Bld): 586 465 3473
FAX (Day, Hse): 586 465 2254
EMAIL:
ADDRESS: olmstead.agency@gmail.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Burlington Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

INSURED
Second Chance Network Inc
28855 Van Dyke
Warren, MI 48092

INSURER A: Burlington Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	INSURANCE PERIOD (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> COOLAR					EXPOSURE TO TREATED MEMBERS (EA OCCURRENCE) \$ 100,000
						AMED EXP (Any one person) \$ 6,000
			APH 131597174	02/12/2014	02/12/2015	PERSONAL & ADJ INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (EA OCCURRENCE) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA/LIB					
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> RETENTIONS					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROTECTION (WHETHER EXECUTIVE OR OTHERWISE) IS EXCLUDED (Mandatory in MI)					WC STATE TOLLY LIMITS TOTAL \$
	Describe any OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Second Chance Network Inc
28855 Van Dyke
Warren, MI 48092

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RE: Olmstead

DRIVER LICENSE

ISS 12-22-2014
EXP 12-30-2018 123073

JAMI MICHELE RADKE-SPINAZZOLA
ST CLAIR SHORES, MI 48060-4301

Sex F Hgt 509 Eyes BLU
Lic Type 0 End NONE
Restrictions NONE

DD: 006050530162 Fee 01-21-2011

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

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MEETING DATE: March 2, 2015

AGENDA ITEM #

ITEM: Employment Agreement – Police Chief

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Police Chief's Employment Agreement is expiring. It is the Mayor's recommendation to execute an agreement with Daniel Grant for substantially the same terms as the previous agreement.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur with Mayor Peterson's recommendation to execute an employment agreement with Daniel Grant as Police Chief for a 5-year contract commencing on March 12, 2015 through March 11, 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Employment Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: March 2, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED

That the City Council hereby CONCURS with the recommendation of Mayor Joseph Peterson as set for in his communication dated February 25, 2015, to execute an employment agreement with Daniel Grant for the position of Police Chief;

AND BE IT FURTHER RESOLVED that the Council recognizes and APPROVES the Employment Agreement commencing on March 12, 2015 through March 11, 2020; and

AND FURTHER, Council authorizes the Mayor and City Clerk to sign said agreement.

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

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



**JOSEPH R. PETERSON
MAYOR**

COUNCIL

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

February 25, 2015

The Honorable City Council
City of Wyandotte
3200 Biddle Avenue – Ste. 300
Wyandotte MI 48192

RE: Employment Agreement – Police Chief

Gentlemen and Madam:

The Employment Agreement for the Chief of Police is set to expire. I am recommending that the City Council approve the attached employment agreement with Daniel Grant, commencing on March 12, 2015 for a 5-year period. Chief Grant's annual salary will remain at \$92,700 with an added language that he receives any general increases approved for non-union administrative employees during the term of the agreement.

Thanking you in advance for your support.

Sincerely,

Joseph R. Peterson
Mayor



EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made this ____ day of _____, 2015, between the City of Wyandotte (the "City") and Daniel J. Grant (the "Chief" or "Employee").

The City hereby desires to continue to employ the services of Daniel J. Grant as its Police Chief, and he hereby accepts such continued employment in accordance with the terms and conditions of this Agreement.

1. Term. Employee's employment under this Agreement commences on March 12, 2015 (the "Effective Date"), and shall continue through March 11, 2020, subject however to the limitations described in Section 6. Neither party shall have any obligation to renew this Agreement.

Either party shall give the other party written notice no later than ninety (90) calendar days from the expiration of the contract, whether it intends to renew the Agreement. If neither party gives such notice, this Agreement shall be extended on a month to month basis.

2. **Duties of Chief.** Employee's duties are described on the attached job description which will be assigned by the Mayor, City Council and Police and Fire Commission. The Chief agrees to devote his full time, attention and best efforts to the performance of such duties. The Chief shall also perform such additional duties assigned by the City, as are within the general realm of the Chief's position with the City. The work schedule of the Chief shall normally be 8:00 a.m. to 5:00 p.m., Monday-Friday, unless changed by mutual agreement and will include responding to police emergencies or operational issues, as necessary, and attending board or committee meetings outside normal work hours, as directed by the Mayor, City Council and Police and Fire Commission.

3. **Salary.** Commencing with the Effective Date hereof, the City agrees to pay the Chief a salary sufficient to provide the Chief annual compensation of Ninety-Two Thousand Seven Hundred Dollars (\$92,700). The Chief shall be paid in equal installments, during the City's regular payroll periods. The Chief will also receive any general increases approved for non-union, administrative employees during the term of this agreement.

4. **Fringe Benefits.** Commencing with the Effective Date hereof, the City agrees to provide the Employee the following benefits:

A. Employee may use a City owned vehicle for City-related business (and commuting to and from work) so that he may immediately respond to a police emergency.

B. Employee will be enrolled in a defined contribution 401A plan through ICMA Retirement Corporation. The City will contribute Ten Percent (10%) of the Chief's base salary to the defined contribution plan and the employee will contribute Five Percent (5%) of his base salary. Employee shall immediately be vested in his contributions and the City's contributions based on previous service with the City.

Employee may elect to participate in the City's Section 457 Deferred Compensation Plan and/or Section 125 Cafeteria Plan, at any time during his employment.

- C. Employee, his spouse, and dependents will not be eligible for health insurance benefits from the City. The Employee shall be eligible for any payment in lieu of health care coverage available to other non-union administrative employees.
- D. The City shall provide Employee with a Term Life Insurance Policy and an AD&D benefit of Forty Thousand Dollars (\$40,000). The City agrees to pay the premium of such benefit.
- E. The City shall provide Chief with long-term disability insurance at a benefit level of Fifty Percent (50%) of his base salary.
- F. The City shall provide Chief an annual clothing allowance of \$1,200.00 payable at the same time periods as the Command contract.
- G. The City shall provide Chief an annual gun allowance of \$365.00 payable at the same time periods as the Command contract.
- H. The Chief will be entitled to the same thirteen (13) paid holidays as City non-union administrative employees.

I. Except as provided in this Article, Employee shall receive the same fringe benefits as City non-union administrative employees.

J. The Chief will be eligible for participation in the City's Retiree Health Savings (RHS) Plan. The City will contribute Two-and-a-half percent (2.5%) of the Chief's base salary to the plan and the employee will contribute Two-and-a-half percent (2.5%) of his base salary. The Chief may elect to receive this benefit in cash, less applicable taxes and deductions, in lieu of the RHS Plan.

5. **Vacation and/or Sick Time.** The Chief shall earn one (1) sick day per month worked. Vacation time shall be earned monthly in accordance with the same schedule of benefits available to other non-union administrative employees. The Chief will accrue vacation time at the specified rate for non-union administrative employees at the level determined by adding his time worked as a City employee plus the fifteen (15) years that was assumed at the commencement of his original employment agreement.

The Chief shall be eligible for three (3) personal days per calendar year. Employee shall receive any accrued, unused vacation at the end of his employment with the City, at his final salary. Employee shall not receive any accrued, unused sick time or personal days at the end of his employment with the City. Employee shall not be entitled to compensatory time off.

6. Termination without cause. The City and/or Employee may terminate this Agreement with or without cause at any time, with or without notice.

7. Severance. If the Chief's employment is terminated without cause by the City on or before December 31, 2019, the City shall pay the Chief a severance of three (3) months salary, less applicable taxes and deductions, payable bi-weekly. If the City chooses not to renew the Agreement, notice will be given to the Chief no later than ninety (90) calendar days from the expiration of the Agreement.

Employee shall not be eligible for severance if he is terminated for just cause or voluntarily resigns. "Just cause" shall be as commonly defined by labor relations arbitrators, but shall include, but not be limited to, (1) conviction of a felony or misdemeanor, (2) sexual,

racial, religious or ethnic harassment, (3) poor attendance unrelated to a disability, (4) dishonesty or embezzlement, (5) poor work performance or inattention to duties, (6) violation of Departmental Rules designated as a dischargeable offense or (7) insubordination.

8. **Performance Evaluation.** The City may conduct an evaluation of Employee's performance no less than once each calendar year. The evaluation shall be on a form approved by the City Council and Police and Fire Commission.

9. **Arbitration.** It is mutually agreed between Employee and the City (including its employees, officers and agents) that arbitration shall be the sole and exclusive remedy to redress any dispute, claim or controversy ("grievance") involving: (1) the interpretation of this Agreement, (2) the terms, conditions or termination of this Agreement, or (3) any employment-related dispute (other than unemployment compensation, workers' compensation or other charge filed with a state or federal administrative agency) based on an alleged violation of state or federal law (including any violations allegedly committed by the City's employees, officers or agents). Judgment on the arbitrator's award may be entered in any

court having jurisdiction thereof. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

- A. Any and all grievances must be submitted in writing by the aggrieved party within ninety (90) days of the alleged violation. However, in the event that state or federal law provides for a longer statute of limitations, that statute of limitations shall control.
- B. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied.
- C. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration. At the time the grievant refers the grievance to arbitration, the grievant must submit a complaint to the opposing party, stating its factual and legal allegations, consistent with the Michigan Court Rules. The arbitrator shall be chosen in

accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and, except as described below, the expense of the arbitration shall be shared equally by the City and Employee. Each party may be represented by counsel at the arbitration hearing. At the beginning of the hearing, the arbitrator must swear to hear and decide the matter fairly.

Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement or the state or federal law which is the basis for the grievance. The arbitrator shall issue a written opinion after the conclusion of the hearing and review of the parties' briefs. The written opinion shall contain findings of fact and conclusions of law. The arbitrator shall have authority to swear witnesses, subpoena witnesses and documents, permit the taking of a deposition for the use of evidence, and to permit reasonable discovery pursuant to the Michigan Court Rules. The arbitrator may award costs and

attorney's fees consistent with the state or federal statute or Michigan Court Rule providing for such an award. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judicial or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement. A court of competent jurisdiction may reform any provision of this Agreement so that it complies with applicable Michigan and federal law.

10. Notices. All notices under this Agreement shall be given in writing.

11. **Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes any prior written or oral understandings. No extrinsic or oral evidence may be used to modify, vary or construe its terms. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by Employee and the Mayor and City Clerk, upon prior authorization of the City Council. Oral statements made by any representative or employee of the City cannot alter the terms of this Agreement.

12. **Assignment.** The Chief may not assign any of his rights or delegate any of his duties under this Agreement.

13. **Severability.** The provisions of this Agreement are severable, and if any provision of this Agreement shall be, for any reason, invalid or unenforceable, the remaining provisions shall nevertheless be valid, enforceable, and carried into effect.

14. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

15. **Binding Effect.** The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and date
first above written.

WITNESS

CITY OF WYANDOTTE

Mayor

City Clerk

Daniel J. Grant

Wyandotte/policechief

5

February 26, 2015

Honorable Mayor and Councilmen,

Recently it has occurred to myself and other citizens that our Assessing department has possibly signed a contract to provide a service, that unless you are the property owner, in order to access property tax data you will have to use a credit card and pay a \$2.00 fee per individual transaction. In checking with other communities, such as the City of Trenton, the City of Riverview and our consolidation assessing community partner, the City of Southgate, these communities do not charge a fee for such an inquiry.

Property tax is defined as a tax levied on property by the government and these records should be open for public inspection and not charged to the public.

I would like to ask for your support, in requesting that our Assessing department, have these fees removed so that the information is free to the public for inspection.

Sincerely,

Councilwoman Sheri M. Sutherby-Fricke

(734) 552-6077

References:

City of Riverview, (Feb. 26, 2015)

[http://www.cityofriverview.com/departments/finance treasurer s department/property tax information is now available on-line!.php](http://www.cityofriverview.com/departments/finance_treasurer_s_department/property_tax_information_is_now_available_on-line!.php)

City of Southgate, (Feb. 26th, 2015) <http://www.southgatemi.org/index.php?idpage=65>

City of Trenton, (Feb. 26th, 2015) <https://trentoncity.is.bsasoftware.com/BSA.IS/default.aspx>

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 1, 2015

AGENDA ITEM # 6

ITEM: Purchase/installation of Panasonic mobile computers for patrol vehicles

PRESENTER: Daniel J. Grant, Chief of Police

INDIVIDUALS IN ATTENDANCE: Dan Grant 

BACKGROUND: As approved by the City Council on November 10, 2014, we are days away from taking delivery of three Chevrolet Tahoe police-package patrol vehicles. For use in the new patrol vehicles, I am requesting to purchase 3 new in-car mobile computers as the units currently being used are over 7 years old and have become obsolete and are frequently in need of repairs. The majority of agencies are now using the Panasonic Toughbook computers which are geared for law enforcement use as a result of their "ruggedized" construction and the ability to handle the extreme variance of temperatures in the patrol vehicles. We have checked into the purchase of the Panasonic Toughbook CF-195DYAXLM which can easily be switched between patrol vehicles as needed. The price quote we got from the State of Michigan through the Mi-Deal program was \$4,007.82 per unit and we found lower pricing from CDW-G at a price of \$3,126.97 per unit which includes a 3-year warranty. The total price for the three computers will be \$9,380.91 as we are not purchasing the 5-year warranty.

STRATEGIC PLAN/GOALS: Maintaining our fleet of patrol vehicles along with the emergency/communications equipment as installed enables our Police Officers to maintain patrols throughout the City of Wyandotte and effectively respond to calls for service from our residents which is consistent with the City of Wyandotte's strategic plan.

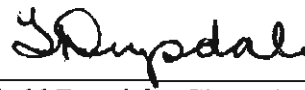
ACTION REQUESTED: City Council approval for the purchase/installation of new computers in our newly purchased Chevrolet Tahoe police package patrol vehicles.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds for this purchase as approved in the current budget are available in the "other equipment" account 101-301-850-540.

IMPLEMENTATION PLAN: If approved by the City Council, the order will be placed with CDW-G for the three new mobile computers and the equipment will be installed by Herkimer Radio Service of Monroe.

COMMISSION RECOMMENDATION: The Police Commission has approved this purchase at their regular meeting which was held on Tuesday February 17, 2015.

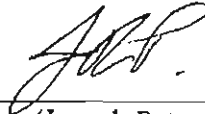
CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.



(Todd Drysdale, City Administrator)

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation.



(Joseph Peterson, Mayor)

LIST OF ATTACHMENTS:

1. Price quote for Panasonic Toughbook from Mi-Deal.
2. Price quote for Panasonic Toughbook from CDW-G.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: March 1, 2015

RESOLUTION by Councilman _____

BE IT RESOLVED BY THE CITY COUNCIL concurs with the Chief of Police to purchase three (3) Panasonic Toughbook CF19 mobile computers for the newly purchased Chevrolet Tahoe police package patrol vehicles.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this expenditure will be paid from our "other equipment" account 101-301-850-540. The total cost for this transaction will be \$9,479.58 which includes \$98.67 for shipping/freight.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FXJB549	9088589	2/13/2015

BILL TO:
WYANDOTTE POLICE
DEPARTMENT
2015 BIDDLE AVE

SHIP TO:
WYANDOTTE POLICE DEPARTMENT
2015 BIDDLE AVE

Accounts Payable
WYANDOTTE, MI 48192-4098

WYANDOTTE, MI 48192-4098
Contact: JOHN TRUITT 313.701.8930

Customer Phone #734.324.4424

Customer P.O. # TDUGHBOOK CF19
QUOTE

ACCOUNT MANAGER

SEAN BERGQUIST 877.325.3701

SHIPPING METHOD

UPS Ground (2- 3 Day)

TERMS

Request Terms

EXEMPTION CERTIFICATE

GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	3157344	PAN I5-3340M 500GB 4GB W7P Mfg#: CF-195DYAXLM Contract: MARKET	3,126.97	9,380.91
3	488805	PAN TOUGHBOOK WARRANTY PRO PLUS 5YR Mfg#: CF-SVCLTNF5Y Contract: MARKET Electronic distribution - NO MEDIA	715.56	2,146.68
SUBTOTAL				11,527.59
FREIGHT				98.67
TAX				0.00

US Currency

TOTAL 11,626.26

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8283

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Proposal and Quotation for EDS



A Quotation for

Name: Laura Allen
Email:
Phone #:
Fax #:

A Quotation by

Name: D'Arcy Schoals
Email: SoM_Quotes@HP.com
Phone #: (517) 763-4245

Date Quoted 2/23/2015

Agency Name: Wyandotte

Quote Number: 0372

Vendor Quote Number: Advanced Wireless-Wyandotte-022015

State of Michigan Commodity Price

Line Item	Vendor Source	Commodity Part Number	Commodity Description	MFR	Quantity	Unit Price	Extended Price
1	Advanced Wireless	CF-195DYAXLM	Win7 (Win8 Pro COA), Intel Core i5-3340M 2.70GHz, vPro, 10.1" XGA 5-pt Multi Touch+Digitizer, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), 56k Modem (RJ11), No Drive, Toughbook Preferred	Panasonic	3	\$4,007.82	\$12,023.46

Thank you for this opportunity to submit our quotation for your review. Please provide a copy of this quote with your purchase order.

Total: \$12,023.46

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2, 2015

AGENDA ITEM # 7

ITEM: Concurrence for Approval of Cable Telecommunications 'Going All Digital' Phase 2 Project

PRESENTER: Steve Timcoe, Superintendent - CATV

INDIVIDUALS IN ATTENDANCE: Steve Timcoe, Superintendent - CATV

BACKGROUND: Wyandotte Municipal Services has implemented Phase 1 of the Going All Digital project which allowed WMS to launch an expanded basic line up in digital format and reclaim bandwidth that has positioned WMS for transition to phase 2 of the project. The all digital/bandwidth reclamation project phase 2 will allow WMS to meet contractual obligations for channel launch, channel placement and ad insertion on channels that are required as part of a re-negotiated agreement with Comcast Spotlight that results in a 45% split vs. the previous 25% split of ad insertion revenue. Phase 2 also allows WMS to remove the remaining analog channels which comprise the Basic Lite line up (channels 2-19) and reclaim that bandwidth. In addition, Phase 2 will allow for the launch of 36 additional HD channels, 3 SD channels and Ad Insert/Splicing on 46 HD channels as well as technically position WMS for enhancement of internet services and allow for expansion of VOD offerings. Finally, Phase 2 provides the opportunity to offer other service launches to enhance the overall service.

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

ACTION REQUESTED: Concur with WMS Commission resolution 02-2015-08 as approved by the WMS Commission to authorize the General Manager to approve the HD Addition and Ad Insertion Phase 2 Proposal from Advanced Media Technologies (AMT), a sole source provider as determined through bids submitted on Phase 1, allowing WMS to proceed with Phase 2 of the "Going All Digital" Project as approved by WMS Commission for an amount not to exceed \$521,000.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This project was approved as part of the FY2015 Cable Telecommunications Capital Budget (project # 1045CA-\$376,000). The approved capital budget after consideration and inclusion of capital project budget amendment resolution # 02-2015-08 = \$521,000. The increase is due to redundancy in equipment for backup purposes and subsequent contractual obligations to carry channels in certain formats.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, have General Manager execute HD Addition and Ad Insertion-AMT Phase 2 project with AMT providing for the addition of 36 New HD Channels, 3 New SD Channels and enable ad splicing on 46 HD Channels per agreement with Comcast Spotlight.

MAYOR'S RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

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

LIST OF ATTACHMENTS

- WMS Commission Resolution 02-2015-08
- HD Addition and Ad insertion – AMT Phase 2 (ver. 1.3)(current update)
- AMT schematic drawing of digital and ad insertion flow design
- Master Channel Lineup – Current v. New (Phase 1, 2 & 3)
- Note: Phase 3 includes channels not recommended for HD and part of AMT ver.1.2
- List of Services Added/Services Inserted Upon
- HD Addition and Ad insertion – AMT Phase 2 (ver. 1.2)(complete update)
- HD Addition and Ad insertion – AMT Phase 2 (ver. 1.1)(original FY2015)

AMT – Digital Bandwidth Reclamation Project Response February 2014 (Phase 1) – Bid Response dated 2/12/2014 not attached and available on file

RESOLUTION:

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

A Resolution (02-2015-08) approving the WMS Digital Bandwidth Reclamation ‘Going All Digital’ Phase 2 project authorizing the WMS General Manager to approve the HD Addition and Ad Insertion Phase 2 proposal by AMT, a sole source bidder, allowing WMS to proceed with Phase 2 of the “Going All Digital” Project for an amount not to exceed \$ 521,000.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Stec
Sabuda
Sutherby-Fricke
Galeski
Schultz
Miciura Jr

RESOLUTION # 02-2015-08:

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO APPROVE THE HD ADDITION AND AD INSERTION - AMT PHASE 2 PROPOSAL ALLOWING WMS TO PROCEED WITH PHASE 2 OF THE "GOING ALL DIGITAL" PROJECT.

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

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

WHEREAS, Wyandotte Municipal Services has implemented phase 1 of the going all digital project and now has a full expanded basic lineup in digital format and has reclaimed bandwidth associated with the expanded basic analog line up, and

WHEREAS, the elimination of the expanded basic analog signals will allow WMS to proceed with Phase 2 of the all digital project which allows for the reclamation of the remaining analog bandwidth associated with the Basic Line analog line up (channels 2-19), the launch of 36 new HD channels, 3 SD channels and Ad Insert/Splice on 46 HD channels,

WHEREAS, project will also provide for enhancement to our internet services, expansion of our VOD offerings, and opens up the possibility of other service launches to enhance our service product offerings, and

WHEREAS, Wyandotte Municipal Services is interested in proceeding and implementing the exciting changes that all digital project phase 2 will offer,

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

SECTION 1: The General Manager is hereby authorized to approve the HD Addition and Ad Insertion - AMT Phase 2 Proposal, a sole source provider, allowing WMS to proceed with phase 2 of the "Going All Digital" Project for an amount not to exceed \$521,000.

I move the adoption of the foregoing resolution.

MOTION by Commissioner

LESLIE LUPO

Supported by Commissioner

BOB ALDERMAN

YEAS

COMMISSIONER

NAYS

Michael Sadowski

Leslie G. Lupo

Gerald P. Cole

Robert K. Alderman

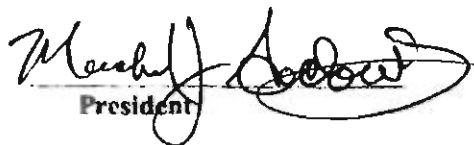
Bryan J. Hughes

ADOPTED this 18th day of February, 2015

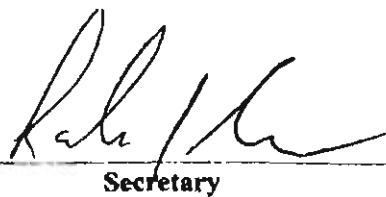
ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By.


President

By.


Secretary



3150 SW 15th Street
Deerfield Beach, FL 33442
Phone: 888-293-5856

New BOM 2-10-15
Phase 2

To: Wyandotte Municipal Reference #: HD Addition and Ad Insertion - AMT Phase 2							Version 1.3
Notes: This project represents a Bill of Materials to launch 36 new HD channels and 3 new SD Channels. The project also enables ad splicing on 46 HD Channels. The Project is broken into 3 phases with descriptions provided.							
Line	Brand	Model Number	Description	Qty	Unit	Unit Price	Extended Price
1	Phase 2A	This phase is required to deploy HD ad insertion on 46 requested channels. It will add 36 HD Channels not currently offered on the plant. These channels will be Muxed and Spliced using the existing CAP Chassis from the Simulcast Project. This phase will also provide CAP muxing of the current HITS HD Content to enable Ad splicing on services within those HITS PODs, and will include moving the HITS HDs from the SEMs to the Apex. The EIAs needed to add to the Apex for this phase for HITS Content are 95 & 109-115					
2		Note: There are 8 Existing Non-HITS HD Channels that are configured using the DM/SEM platform, this phase does NOT include moving them. Phase 2B is the project to move them.					
3	Cisco	D9859	Receiver to Add CMTHD	1	ea	\$2,799.00	\$2,799.00
4	Cisco	LIC-D9859-HD-CH	Licenses to add MTVHD and SPK HD to above receiver	2	ea	\$1,095.00	\$2,190.00
5	Cisco	D9859	Receiver to Add CMDYHD	1	ea	\$2,799.00	\$2,799.00
6	Cisco	LIC-D9859-HD-CH	Licenses to add NICKHD and VH1 HD to above receiver	2	ea	\$1,095.00	\$2,190.00
7	Cisco	D9859	Receiver to Add ESQHD	1	ea	\$2,799.00	\$2,799.00
8	Cisco	D9859	Receiver to Add AMCHD	1	ea	\$2,799.00	\$2,799.00
9	Cisco	LIC-D9859-HD-CH	License to add WE HD to above receiver	1	ea	\$1,095.00	\$1,095.00
10	Harmonic	ProView 7138	Receiver to Add HLNHD, TBSHD, TOONHD, TruHD, CNNHD	1	ea	\$13,375.00	\$13,375.00
11	Arris	DSR4440	Receiver to Add Weather HD Customer to Verily	1	ea	\$1,430.00	\$1,430.00
12	Arris	DSR4410MD	Receiver to Add HITS QHD 9&10, BravoHD, CNBCHD, MSNHC HD, ID HD, Discovery Family HD (aka HUB), OWN HD, FYI HD	1	ea	\$2,670.00	\$2,670.00
13		Note: DIY HD will be also be added but using existing HITS QHD PODs, and ESPNU HD will be added using the existing SD Receiver. FX Movie HD will be added with existing SD Receiver.					
14	Cisco	D9859	Receiver to Add GAC HD	1	ea	\$2,799.00	\$2,799.00
15	Cisco	LIC-D9859-HD-CH	License to Add Cooking Channel HD to above receiver	1	ea	\$1,095.00	\$1,095.00
16	Arris	DSR6000	Receiver to Add FXX HD	1	ea	\$2,195.00	\$2,195.00
17	Arris	DSR4410MD	Receiver to Add QVC HD Customer has in inventory	0	ea	\$2,670.00	\$0.00
18	Arris	DSR4410MD	Receiver to Add QVC Plus HD and SD Customer has in inventory	0	ea	\$2,670.00	\$0.00
19	Cisco	D9859	Receiver to Add Fusion SD and HD	1	ea	\$2,799.00	\$2,799.00
20	Cisco	D9824	Receiver to Add HSN HD	1	ea	\$3,049.00	\$3,049.00
21	Arris	DSR6000	Receiver to Add FSN Detroit Plus HD Customer to use SD Receiver	0	ea	\$2,195.00	\$0.00
22		Note: Weather Plus SD and CBC HD are on the list but we have made the assumption they will be received off-air and we have not included any equipment to receive them in this project.					\$0.00
23	Arris	DSR6401	Receiver to Add American Heroes (aka Military Channel HD)	1	ea	\$3,975.00	\$3,975.00
24	Arris	DSR6050	Receiver to Add Encore HD	1	ea	\$3,695.00	\$3,695.00
25	Arris	CAP1-SLK-RS-MP2	CAP MUX LICENSES for New HD Content	11	ea	\$4,600.00	\$50,600.00
26	Arris	CAP1-SLK-RS-MP2	CAP MUX LICENSES for HITS HD Content	10	ea	\$4,600.00	\$46,000.00
27	Arris	CAP1-SLK-AI-MP2	CAP Ad Insertion Licenses	38	ea	\$750.00	\$28,500.00

28	Methode	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	4	ea	\$76.00	\$304.00
29	Arris	DM-AI	DM Ad Insertion Licenses for existing HD Services Not necessary with Phase 2B 2C	0	ea	\$1,150.00	\$0.00
30	AMT	Prof Service	Design and Installation Services. Customer is responsible for Racking and Cabling equipment. Services Quote can be adjusted for time and materials for those tasks if requested	1	ea	\$20,600.00	\$20,600.00
31	Total Phase 2A						\$189,757.00
32	Phase 2B	This Phase is optional. It consists of moving 5 Existing DM HD Services from DM/SEMs to the existing CAP Chassis/Apex. Because these 5 services are spread across 5 DM muxes, mixed with many other non-ad insert services, this phase will also include moving all other services on those muxes to avoid a major Mux redesign. The HD services affected in this phase are: BTNHD, ESPNHD, ESPN2HD, FSDHD, GOLFHD, HALLHD, NBSHD, TNTHD					
33	Arris	CAP1-SLK-RS-MP2	CAP MUX Licenses	5	ea	\$4,600.00	\$23,000.00
34	Arris	CAP1-SLK-AI-MP2	CAP Ad Insertion Licenses	8	ea	\$760.00	\$6,080.00
36	AMT	Prof Service	Design and Installation Services	1	ea	\$10,800.00	\$10,800.00
37	Total Phase 2B						\$39,880.00
38	Phase 2C	This Phase is optional. It will remove all DMs and SEMs, moving remaining DM/SEM Muxes to a New CAP Chassis and New Apex					
39	Arris	CAP-1000-0	CAP Chassis	1	ea	\$25,000.00	\$25,000.00
40	Arris	CAP1-SLK-RS-MP2	CAP MUX Licenses	16	ea	\$4,600.00	\$73,600.00
41		Note:	When Trading in DM Hardware, Arris offers a 4 DM Mux to 5 CAP Mux 50% Trade In Credit. An Audit of the Existing DM6400 shows 16 Mux Licenses across 5 Chassis, which equates to a trade in credit of 21 CAP Muxes	21	ea	(\$2,300.00)	-\$48,300.00
42	Arris	AGB240	ASI to GIG-E Converter	1	ea	\$6,000.00	\$6,000.00
43	Arris	APEXv48	Apex 48 Chassis	1	ea	\$10,350.00	\$10,350.00
44	Methode	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	6	ea	\$76.00	\$456.00
45	Arris	VS400M	Serial Digital Passive ASI Splitter - Please Confirm the number of Active ASI Inputs to SEMs and DMs	30	ea	\$62.00	\$1,860.00
46	Juniper	0317EX3200-Pack 2	EX3200 48 PORT JUNIPER SWITCH	1	ea	\$4,100.00	\$4,100.00
47	AMT	Prof Service	Design and Installation Services	1	ea	\$32,400.00	\$32,400.00
48	Total Phase 2C						\$105,466.00

HD Project Total:

\$ 345,023.00

Total from Spares Tab

\$ 122,983.00

Grand Total

\$ 468,006.00



3150 SW 15th Street
Deerfield Beach, FL 33442
Phone: 888-293-5856


To: Wyandotte Municipal
Reference #: Simulcast, HD Addition, and Ad Insertion - Spares

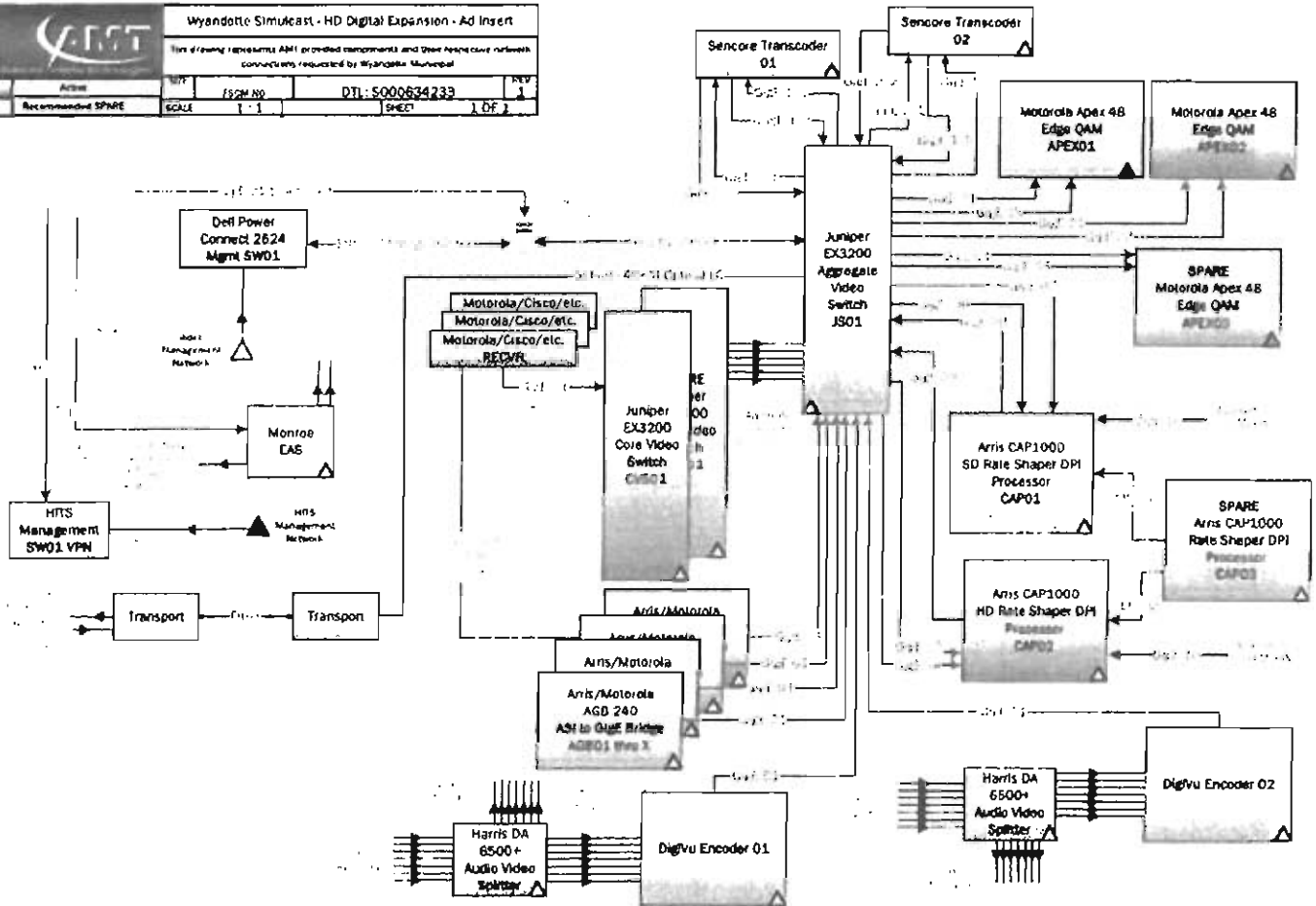
Notes: This project represents a Bill of Materials to provide a spare or redundant (where applicable) unit for each major component included in the original simulcast as well as the new HD Project.


Line	Manufacturer	Part Number	Description	Qty	Unit	Unit Price	Extended Price
1	Cisco	D9859	Spare 9859 Receiver	1	ea	\$2,799.00	\$2,799.00
2	Cisco	LIC-D9859-HD-CH	Licenses to match the most Dense 9859 Configuration in the HD Project	2	ea	\$1,095.00	\$2,190.00
3	Harmonic	ProView 7138	Spare Receiver for HLNHD, TBSHD, TOONHD, TruHD, CNNHD, TCM HD	1	ea	\$13,375.00	\$13,375.00
4	Arris	DSR4440	Spare Receiver	1	ea	\$1,430.00	\$1,430.00
5	Arris	DSR4410MD	Spare Receiver	1	ea	\$2,670.00	\$2,670.00
6	Arris	DSR6000	Spare Receiver	1	ea	\$2,195.00	\$2,195.00
7	Cisco	D9854	Spare Receiver	1	ea	\$1,995.00	\$1,995.00
8	Arris	DSR8403	Spare Receiver - Can be used to back up all 640X receivers in System	1	ea	\$8,635.00	\$8,635.00
9	Arris	DSR8100	Spare Receiver	1	ea	\$4,150.00	\$4,150.00
10	Arris	CAP-1000-0	CAP Chassis - Redundant	1	ea	\$25,000.00	\$25,000.00
11	Arris	551771-002-00	1G Copper transceiver, 1000Base-T up to 100m, 0°C to +70°C, RoHS	4	ea	\$200.00	\$800.00
12	Arris	CAP1-SLR	System Level Redundancy for Primary CAP-1000	2	ea	\$6,800.00	\$13,600.00
13	Juniper	0317EX3200-Pack 2	EX3200 48 PORT JUNIPER SWITCH	1	ea	\$4,100.00	\$4,100.00
14	Arris	APEXv48	Apex 48 Chassis	1	ea	\$10,350.00	\$10,350.00
15	Methode	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	4	ea	\$76.00	\$304.00
16	Sencore	TXS 3600	Sencore Transcoder Chassis	1	ea	\$1,000.00	\$1,000.00
17	Sencore	TXS 36080	Sencore Transcode Platform Bottom	1	ea	\$8,595.00	\$8,595.00
18	Sencore	TXS 36081	Sencore Transcode Platform Top	1	ea	\$8,595.00	\$8,595.00
19	ATX	DVT8SDAIP	ATX 8-Channel DlgVu2 Encoder	1	ea	\$5,200.00	\$5,200.00
20	Arris	AGB240	Spare AGB 240	1	ea	\$6,000.00	\$6,000.00
21	BT	AQT8-IP #6280	8 Channel (16 Program) 8VSB to IP Receiver (Recommended Replacement for the EOL LG Oat 100R)	0	ea	\$2,113.00	\$0.00
Annual Support SLAs							
	Arris	CAP SLA	This amount is based on the total Chassis and Mux count once the project is completed. This is an Annual Renewal.	1	ea	\$35,840.00	\$35,840.00
	Arris	NAS SLA	The NAS AST Agreement covers Tech Support and Firmware for the OM, ARPD, Apexes and VPN	1	ea	\$0.00	\$0.00
	Juniper	J-Care Support	Juniper Support and NBD Replacement. Annual Renewal	0	ea	\$357.00	\$0.00
	Sencore	SLA:TXS6300-63081-ESAR	1 Additional Years Extended Service Agreement, First Year Included	1	ea	\$2,362.00	\$2,362.00

Total (Excluding SLAs):

\$122,983.00

 Wyandotte Simulcast - HD Digital Expansion - Ad Insert				
<small>This drawing represents VMT provided components and their respective network connections requested by Wyandotte Municipal</small>				
<small>Author:</small> <small>Recommended SPARE</small>	<small>DATE:</small> <small>ESQWASD</small>	<small>DTL:</small> <small>S000634233</small>	<small>REV:</small> <small>1</small>	<small>SHEET:</small> <small>1 OF 1</small>



 Wyandotte Municipal Simulcast - HD Digital Expansion and Ad Insert Signal Flow Design				
<small>1 OF</small> <small>1</small>	<small>Created by:</small> <small>Oscar Bolivar</small>	<small>01/08/2014</small>	<small>APPROVED</small>	

NEW - Phase 1 , 2 & 3

Current

Channel Placement

BROADCAST BASIC

- 2 WJBK (2) Detroit Fox
- 3 WWJ (62) Detroit CBS
- 4 WDIV NBC (4) Detroit
- 5 WKBD CW 50
- 6 TWC The Weather Channel
- 7 WXYZ (7) Detroit ABC
- 8 WMYD MY20
- 9 CBET (9) Windsor
- 10 PBS WGTE (30) Toledo
- 11 TVG The TV Guide
- 12 PBS WTVS (56) Detroit
- 13 WADL (38)
- 14 ION (WPXD)
- 15 PUB/LOC Public/Local
- 16 GOV Public Service/Gov
- 17 AD/LEASE
- 18 EDU Education

EXPANDED BASIC

- 24 National Geographic
- 25 Outdoor Channel
- 26 Hallmark
- 27 Do It Yourself
- 28 Great American Country
- 29 FXMovie
- 30 Big 10 Network
- 31 ESPN
- 32 ESPN Classics Simulcast
- 33 ESPN2
- 34 Fox Sports 1
- 35 FSN-Detroit
- 36 CNN
- 37 Headline News
- 38 MSNBC
- 39 CNBC
- 40 C-Span
- 41 C-Span2 Simulcast
- 42 HGTV

Proposed

Channel Placement

BROADCAST BASIC

- 2 WJBK (2) Detroit Fox
- 3 WWJ (62) Detroit CBS
- 4 WDIV NBC (4) Detroit
- 5 WKBD CW 50
- 6 QVC changed
- 7 WXYZ (7) Detroit ABC
- 8 WMYD MY20
- 9 CBET (9) Windsor
- 10 PBS WGTE (30) Toledo
- 11 The Weather Channel changed
- 12 PBS WTVS (56) Detroit
- 13 WADL (38)
- 14 ION (WPXD)
- 15 PUB/LOC Public/Local
- 16 GOV Public Service/Gov
- 17 AD/LEASE
- 18 EDU Education
- 19 TVG The TV Guide changed

EXPANDED BASIC

- 20 Open
- 21 Open
- 22 Open
- 23 NBC Sports changed
- 24 National Geographic
- 25 Outdoor Channel
- 26 Hallmark
- 27 Hallmark Movie Channel changed
- 28 Great American Country
- 29 FXMovie
- 30 Big 10 Network
- 31 ESPN
- 32 ESPN Classics
- 33 ESPN2
- 34 Fox Sports 1
- 35 FSN-Detroit
- 36 CNN
- 37 Headline News
- 38 MSNBC
- 39 CNBC
- 40 C-Span
- 41 C-Span2
- 42 FOX News changed

43 The Learning Channel		43 The Learning Channel	
44 The Discovery Channel		44 The Discovery Channel	
45 G4	Simulcast	45	Open
46 Food Channel		46 Food Channel	
47 Animal Planet		47 Animal Planet	
48 A&E Television Network		48 A&E Television Network	
49 The Travel Channel		49 The Travel Channel	
50 The History Channel		50 The History Channel	
51 The Disney Channel		51 The Disney Channel	
52 Nickelodeon		52 Nickelodeon	
53 TV Land		53 TV Land	
54 Cartoon Network		54 Cartoon Network	
55 The Family Channel		55 The Family Channel	
56 TNT		56 TNT	
57 FX		57 FX	
58 WGN-Chicago		58 FXX	changed
59 USA Network		59 USA Network	
60 TBS Superstation		60 TBS Superstation	
61 Women's Entertainment	Simulcast	61 Women's Entertainment	
62 Lifetime		62 Lifetime	
63 AMC		63 AMC	
64 Turner Classic Movies		64 Turner Classic Movies	
65 Bravo		65 Bravo	
66 Spike TV		66 Spike TV	
67 VH-1	Simulcast	67 VH-1	
68 MTV		68 MTV	
69 E! Entertainment		69 E! Entertainment	
70 Comedy Channel		70 Comedy Channel	
71 SyFy Channel		71 SyFy Channel	
72 Trinity Broadcasting	Simulcast	72 Trinity Broadcasting	
73 Catholic Network Detroit		73 Catholic Network Detroit	
74 QVC		74 HGTV	changed
75 Home Shopping Net		75 Home Shopping Net	
76 FOX News		76 QVC plus	Phase 2
77 TRU TV		77 TRU TV	
78 Country Music TV	Simulcast	78 Country Music TV	
99	Simulcast	79 Do It Yourself	changed
		80 WGN - Chicago	changed
		81 EWTN	changed
		82	changed
		83 WXYZ Bounce	changed
		84 WJBK Movies	changed
		85 WDWQ TCT	changed
		86 WDWQ Family	changed
		87 This TV (NBC)	changed
		88 WXYZ Living Well Network	changed
		89 COZI TV	changed

90 Create 3 (PBS WTVS)	changed
91 Family 2 (PBS WTVS)	changed
92 ION QUBO (WPXD)	changed
93 ION LIFE (WPXD)	changed
94 WADL ANTEN	changed
95 Create (PBS WGTE)	changed
96 Family (PBS WGTE)	changed

DIGITAL EXPANDED CHANNELS

93 Disney Junior
95 Discovery Fit & Health
96 Hallmark Movie Channel
97 Destination America
98 Investigation Discovery
99 American Heroes Channel
100 HUB
101 Science Channel
102 OWN (Oprah Winfrey Net)
103 FXX
104 Golf
105 ESPN News
106 BBC America
107 IFC Film Channel
108 Game Show
109 MTV 2
110 MTV Jams
111 TR3s

113 VH-1CR
114 VH1 Soul
115 CMT Pure
116 MTV Hits
117 Nick Jr.
118 Teen Nick
119 Nick Toons
120 Nick 2
121 NBC SPORTS
122 Oxygen
123 Esquire Network
124 Biography
125 History International
126 Sprout
127 ESPNU
128 Cooking Channel
129 National Geographic Wild

DIGITAL EXPANDED CHANNELS

100 Weather Plus	Phase 2
101	Open
102 HUB	
103 Disney Junior	changed
104 Golf	
105 ESPN News	
106 BBC America	
107 IFC Film Channel	
108 Game Show	
109 MTV 2	
110 MTV Jams	
111 TR3s	
112	Open

113 VH-1CR
114 VH1 Soul
115 CMT Pure
116 MTV Hits
117 Nick Jr.
118 Teen Nick
119 Nick Toons
120 Nick 2
121
122 Oxygen
123 Esquire Network
124 Biography
125 History International
126 Sprout
127 ESPNU
128 Cooking Channel
129 National Geographic Wild

131 Disney XD	130	Open
132 Fox Business Network	131 Disney XD	
133 Lifetime Movies	132 Fox Business Network	
134 Chiller	133 Lifetime Movies	
135 Fox Sports 2	134 Chiller	
136 FSD+ (FOX Sports)	135 Fox Sports 2	
137 MLB Major League Baseball	136 FSD+ (FOX Sports]	
DIGITAL BROADCAST BASIC	137 MLB Major League Baseball	
94 EWTN	138 NFL Network	
138 WDWOTCT	139 SEC	
139 WDWOT Family	140 Discovery Fit & Health	changed
140 This TV (NBC)	141 Destination America	changed
141 WXYZ2 Living Well Network	142 Investigation Discovery	changed
142 COZI TV	143 American Heroes Channel	changed
143 Create 3 (PBS WTVS)	144 Science Channel	changed
144 Family 2 (PBS WTVS)	145 OWN (Oprah Winfrey Network)	changed
145 ION QUBO (WPXD)	146 Fusion	Phase 2
146 ION LIFE (WPXD)	147	Open
147 WADL ANTEN		
148 Create (PBS WGTE)		
149 Family (PBS WGTE)		
HIGH DEFINITION CHANNELS	HIGH DEFINITION CHANNELS	
150 Palladia HD	148 QVC Plus HD	Phase 2
151 Hallmark Channel HD	149 Home Shopping Network HD	Phase 2
152 Hallmark Movie Channel HD	150 Palladia HD	
153 SYFY Channel HD	151 Hallmark Channel HD	Insert
154 USA HD	152 Hallmark Movie Channel HD	
155 Disney HD	153 SYFY Channel HD	Insert
156 ABC Family HD	154 USA HD	Insert
157 FX HD	155 Disney HD	
158 PBS WGTE (30) Toledo HD	156 ABC Family HD	Insert
159 WADL (38) HD	157 FX HD	Insert
160 ION (WPXD) HD	158 PBS WGTE (30) Toledo HD	
161 FOX NEWS HD	159 WADL (38) HD	
162 WJBK (2) Detroit Fox HD	160 ION (WPXD) HD	
163 WWJ (62) Detroit CBS HD	161 QVC HD	Phase 2
164 WDIV NBC (4) Detroit HD	162 WJBK (2) Detroit Fox HD	
166 PBS WTVS (56) Detroit HD	163 WWJ (62) Detroit CBS HD	
167 WXYZ (7) Detroit ABC HD	164 WDIV NBC (4) Detroit HD	
168 WMYD MY20 HD	165 WKBD CW 50 HD	
169 Big 10 Network HD	166 PBS WTVS (56) Detroit HD	
170 ESPN HD	167 WXYZ (7) Detroit ABC HD	
171 ESPN2 HD	168 WMYD MY20 HD	
	169 Big 10 Network HD	Insert
	170 ESPN HD	Insert
	171 ESPN2 HD	Insert

172 FSN-Detroit HD	172 FSN-Detroit HD	Insert
173 NBC SPORTS HD	173 NBC SPORTS HD	insert
174 Golf HD	174 Golf HD	Insert
175 Fox Sports 1 HD	175 Fox Sports 1 HD	Insert
176 A&E HD	176 NFL Network HD	Phase 1 Insert
177 TNT HD	177 TNT HD	insert
178 History HD	178 History HD	
179 AXS TV HD	179 AXS TV HD	
180 HD Network Movies	180 HD Network Movies	
181 Universal HD	181 Universal HD	
182 Velocity HD	182 Velocity HD	
183 National Geographic HD	183 National Geographic HD	insert
184 HGTV HD	184 HGTV HD	Insert
185 Food Channel HD	185 Food Channel HD	Insert
186 E! Entertainment HD	186 E! Entertainment HD	
187 Outdoor Channel HD	187 Outdoor Channel HD	
188 Travel Channel HD	188 Travel Channel HD	Insert
189 National Geographic Wild HD	189 National Geographic Wild HD	
190 Lifetime HD	190 Lifetime HD	Insert
191 Lifetime Movie Network HD	191 Lifetime Movie Network HD	Insert
192 Discovery HD	192 Discovery HD	Insert
193 The Learning Channel HD	193 The Learning Channel HD	Insert
194 Animal Planet HD	194 Animal Planet HD	Insert
195 Science Channel HD	195 Science Channel HD	
196 Destination America HD	196 Destination America HD	
197 Fear Net HD	197 American Hereos HD	Phase 2
198 MLB HD	198 MLB HD	
	199 ESPNU HD	Phase 2 Insert
	200 FOX NEWS HD	changed Insert
	201 CNN HD	Phase 2 Insert
	202 MSNBC HD	Phase 2 Insert
	203 CNBC HD	Phase 2 Insert
	204 Headline News HD	Phase 2 Insert
	205 A&E HD	changed Insert
	206 HBO HD	assign ch
	207 Cinemax HD	assign ch
	208 Showtime HD	assign ch
	209 TMC HD	assign ch
	210 Starz HD	assign ch
	211 Encore HD	Phase 2
	212 AMC HD	Phase 2 Insert
	213 Bravo HD	Phase 2 Insert
	214 Comedy HD	Phase 2 Insert
	215 PUB/LOC Public/Local HD	Phase 2
	216 GOV Public Service/Gov HD	Phase 3
	217 The Weather Channel HD	Phase 2 Insert
	218 Fox Business Network HD	Phase 3

219 Esquire Network HD	Phase 2	Insert
220 E! Entertainment HD	Phase 3	
221 Family HD	Phase 2	
222 MTV HD	Phase 2	Insert
223 Nickelodeon HD	Phase 2	Insert
224 Disney XD HD	Phase 3	
225 Disney Junior HD	Phase 3	
226 Cartoon Network HD	Phase 2	Insert
227 TV Land HD	Phase 3	
228 Turner Classic Movies HD	Phase 3	
229 WGN America HD	Phase 3	
230 Spike HD	Phase 2	Insert
231 WTBS HD	Phase 2	Insert
232 Fox Sports 2	Phase 3	
233 SEC HD	Phase 3	
234 ESPN News HD	Phase 3	
235 FSD+ (Fox Sports) HD	Phase 2	
236 Tru TV HD	Phase 2	Insert
237 Womens Entertainment HD	Phase 2	Insert
238 Country Music TV HD	Phase 2	Insert
239 VH-1 HD	Phase 2	Insert
240 Great American Country HD	Phase 2	
241 FX Movie HD	Phase 2	Insert
242 FXX HD	Phase 2	
243 Do It Yourself HD	Phase 2	
244 Cooking Channel HD	Phase 2	
245 Discovery Fit & Health HD	Phase 2	
246 Investigation Discovery HD	Phase 2	
247 OWN HD	Phase 2	
248 FYI HD	Phase 2	
249 BBC America HD	Phase 3	
250 CBC HD	Phase 2	
251 C-Span HD	Phase 3	
252 C-Span 2 HD	Phase 3	

HD PREMIUM CHANNELS

290 & 200 HBO HD
291 & 220 CMX HD
292 & 240 SHOWTIME HD
293 & 255 TMC HD
294 & 286 Starz HD

DIGITAL PREMIUM CHANNELS

HBO CHANNELS

HD PREMIUM CHANNELS

290 & 300 HBO HD
291 & 320 CMX HD
292 & 340 SHOWTIME HD
293 & 355 TMC HD
294 & 386 Starz HD

DIGITAL PREMIUM CHANNELS

HBO CHANNELS

changed channels
changed channels
changed channels
changed channels
changed channels

200 HBO HD
201 HBO E
202 HBO 2E
203 HBO SG E
204 HBO Family E
205 HBO Latino E
206 HBO W
207 HBO 2W
208 HBO SW
209 HBO Family W
210 HBO Latino W
211 HBO Comedy W
212 HBO Zone W

CINEMAX CHANNELS

220 Cinemax HD
221 Cinemax E
222 More Max E
223 Action Max E
224 Cinemax W
225 More Max W
226 Action Max W
227 Thriller Max
228 Movie Max
229 MAX Latino
230 5 Star Max
231 Outer Max

SHOWTIME/TMC CHANNELS

240 Showtime HD
241 Showtime E
242 Showtime 2E
243 Showtime CE
244 Showtime Extreme E
245 Showtime Beyond E
246 Showtime W

300 HBO HD
301 HBO E
302 HBO 2E
303 HBO SG E
304 HBO Family E
305 HBO Latino E
306 HBO W
307 HBO 2W
308 HBO SW
309 HBO Family W
310 HBO Latino W
311 HBO Comedy W
312 HBO Zone W
313 HBO West HD
314 HBO 2 HD
315 HBO Signature HD
316 HBO Comedy HD
317 HBO Zone HD
318 HBO Latino HD

CINEMAX CHANNELS

320 Cinemax HD
321 Cinemax E
322 More Max E
323 Action Max E
324 Cinemax W
325 More Max W
326 Action Max W
327 Thriller Max
328 Movie Max
329 MAX Latino
330 5 Star Max
331 Outer Max
332 ActionMax HD
333 ThrilleMax HD
334 Cinemax W HD
335 5 Star Max HD
336 Outer Max HD

SHOWTIME/TMC CHANNELS

340 Showtime HD
341 Showtime E
342 Showtime 2E
343 Showtime CE
344 Showtime Extreme E
345 Showtime Beyond E
346 Showtime W

changed channels
changed channels
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Phase 3
Phase 3
Phase 3
Phase 3
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Phase 3
Phase 3
Phase 3
Phase 3
Phase 3

changed channels
changed channels
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changed channels
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changed channels
changed channels

247 Showtime 2W	347 Showtime 2W	changed channels
248 Showtime CW	348 Showtime CW	changed channels
249 Showtime Beyond W	349 Showtime Beyond W	changed channels
250 Showtime Extreme W	350 Showtime Extreme W	changed channels
252 Flix E	352 Flix E	changed channels
254 Flix W	354 Flix W	changed channels
255 The Movie Channel HD	355 The Movie Channel HD	changed channels
256 The Movie Channel E	356 The Movie Channel E	changed channels
257 The Movie Channel XE	357 The Movie Channel XE	changed channels
258 The Movie Channel W	358 The Movie Channel W	changed channels
259 The Movie Channel XW	359 The Movie Channel XW	changed channels
STARZ/ENCORE SUPER PAK	STARZ/ENCORE SUPER PAK	
260 Starz E	360 Starz E	changed channels
261 Starz Edge E	361 Starz Edge E	changed channels
262 Black Starz E	362 Black Starz E	changed channels
263 Starz Kids & Family E	363 Starz Kids & Family E	changed channels
264 Starz Cinema E	364 Starz Cinema E	changed channels
265 Starz Comedy E	365 Starz Comedy E	changed channels
266 Encore WAM E	366 Encore WAM E	changed channels
267 Encore E	367 Encore E	changed channels
268 Encore Action E	368 Encore Action E	changed channels
269 Encore Westerns E	369 Encore Westerns E	changed channels
270 Encore Black E	370 Encore Black E	changed channels
271 Encore Mystery E	371 Encore Mystery E	changed channels
272 Encore Classic E	372 Encore Classic E	changed channels
273 Starz W	373 Starz W	changed channels
274 Starz Cinema W	374 Starz Cinema W	changed channels
275 Encore W	375 Encore W	changed channels
276 Encore Action W	376 Encore Action W	changed channels
277 Encore Westerns W	377 Encore Westerns W	changed channels
278 Encore Black W	378 Encore Black W	changed channels
279 Encore Mystery W	379 Encore Mystery W	changed channels
280 Encore Classic W	380 Encore Classic W	changed channels
281 Starz Edge W	381 Starz Edge W	changed channels
282 Black Starz W	382 Black Starz W	changed channels
283 Starz Kids & Family W	383 Starz Kids & Family W	changed channels
284 Starz Comedy W	384 Starz Comedy W	changed channels
285 Starz WAM W	385 Starz WAM W	changed channels
286 Starz HD	386 Starz HD	changed channels
	387 Starz Edge HD	Phase 3
	388 Starz Kids & Family HD	Phase 3
	389 Starz Comedy HD	Phase 3
	395 Showtime 2 HD	Phase 3
	396 Showtime Showcase HD	Phase 3
	397 Showtime Extreme HD	Phase 3
	398 TMC Extra HD	Phase 3
	399 TMC HD	assign ch

PAY-PER-VIEW

301-306 InDemand

391 HCD PPV

VIDEO ON DEMAND

1 Video On Demand

DIGITAL MUSIC CHOICE

901 Hit List

902 Pop Rhythmic

903 Dance/EDM

904 MCU

905 Hip-Hop and R&B

906 Rap

907 Hip-Hop Classics

908 Throwback Jamz

909 R&B Classics

910 R & B Soul

911 Gospel

912 Reggae

913 Rock

914 Metal

915 Alternative

916 Adult Alternative

917 Rock Hits

918 Classic Rock

919 Soft Rock

920 Love Songs

921 Pop Hits

922 Party Favorites

923 Teen MC

924 Kidz Only!

925 Toddler Tunes

926 Y2K

927 '90s

928 '80s

929 '70s

930 Solid Gold Oldies

931 Pop Country

932 Today's Country

933 Country Hits

934 Classic Country

935 Contemporary Christian

936 Pop Latino

937 Musica Urbana

938 Mexicana

939 Tropicales

940 Romances

941 Sounds of the Seasons

PAY-PER-VIEW

401-406 InDemand

491 HCD PPV

VIDEO ON DEMAND

1 Video On Demand

DIGITAL MUSIC CHOICE

901 Hit List

902 Pop Rhythmic

903 Dance/EDM

904 MCU

905 Hip-Hop and R&B

906 Rap

907 Hip-Hop Classics

908 Throwback Jamz

909 R&B Classics

910 R & B Soul

911 Gospel

912 Reggae

913 Rock

914 Metal

915 Alternative

916 Adult Alternative

917 Rock Hits

918 Classic Rock

919 Soft Rock

920 Love Songs

921 Pop Hits

922 Party Favorites

923 Teen MC

924 Kidz Only!

925 Toddler Tunes

926 Y2K

927 '90s

928 '80s

929 '70s

930 Solid Gold Oldies

931 Pop Country

932 Today's Country

933 Country Hits

934 Classic Country

935 Contemporary Christian

936 Pop Latino

937 Musica Urbana

938 Mexicana

939 Tropicales

940 Romances

941 Sounds of the Seasons

942 Stage & Screen
943 Soundscapes
944 Smooth Jazz
945 Jazz
946 Blues
947 Singers & Swing
948 Easy Listening
949 Classical Masterpiece
950 Light Classical

942 Stage & Screen
943 Soundscapes
944 Smooth Jazz
945 Jazz
946 Blues
947 Singers & Swing
948 Easy Listening
949 Classical Masterpiece
950 Light Classical

Services Being Added

CMTHD
MTVH
SPKH
CMDYH
ESQH
TWCH
NICKH
VH1H
AMCHD
CNNHD
WEH
HLNH
TBSHD
TOONH
ESPUH
TRUH
ID HD
HUB HD
OWN HD
FYI HD
BRVOH
CNBCH
MSNBH
HSN HD
QVC HD
American Heros (fka Military
Channel)
Encore HD
PUB/LOC Public/Local
GOV Public Service/Gov
FSD+ (Fox Sports) HD
Great American Country HD
FX Movie HD
FXX HD
Cooking Channel HD
CBC HD
Fusion
Weather Plus
QVC Plus
QVC Plus HD

Services to be Inserted Upon

CMTHD
MTVH
SPKH
CMDYH

ESQH
TWCH
NFLHD
NICKH
VH1H
AMCHD
CNNHD
WEH
HLNH
TBSHD
TOONH
ESPUH
TRUH
AEHD
ETVH
HGTVHD
FOODHD
SCIFIHD
NGEOHD
TDCHD
USAHD
ANPLHD
THCHD
FAMHD
FS1H
FXH
FXNCH
LMNH
TRAVH
LIFEH
TLCHD
BRVOH
CNBCH
MSNBH
BTNHD
ESPN2HD
ESPNHD
FSDHD
GOLFHD
HALLH
NBSH
TNTHD



3150 SW 15th Street
Deerfield Beach, FL 33442
Phone: 888-293-5856

1-8-2015

To: Wyandotte Municipal Reference #: HD Addition and Ad Insertion - AMT Phase 2							
Version 1.2							
Notes: This project represents a Bill of Materials to launch a significant number of new HD channels and a few new SD Channels. The project also enables ad splicing on 45 HD Channels. The Project is broken into 3 phases with descriptions provided.							
Line	Brand	Model #	Description	Qty	Unit	Unit Price	Extended Price
1	Phase 2A		This phase is required to deploy HD ad insertion on 45 requested channels. It will add 57 HD Channels not currently offered on the plant as well as 4 SD Channels. These channels will be Muxed and Spliced using a new CAP Chassis and 26 new muxes. This phase will also provide CAP muxing of the current HITS HD Content to enable Ad splicing on services within those HITS PODs (included in 26 total mux count), and will include moving the HITS HDs from the SEMs to the Apex.				
2		Note:	There are 8 Existing Non-HITS HD Channels that are configured using the DM/SEM platform, this phase has been quoted as if Phase 2B will be done at the same time. If the customer decides to not move the DM and SEM content at this time, then this phase will have to be changed slightly.				
3	Cisco	D9859	Receiver to Add GMTHD	1	ea	\$2,799.00	\$2,799.00
4	Cisco	LIC-D9859-HD-CH	Licenses to add MTVHD and SPK HD to above receiver	2	ea	\$1,095.00	\$2,190.00
5	Cisco	D9859	Receiver to Add CMDYHD	1	ea	\$2,799.00	\$2,799.00
6	Cisco	LIC-D9859-HD-CH	Licenses to add NICKHD and VH1 HD to above receiver	2	ea	\$1,095.00	\$2,190.00
7	Cisco	D9859	Receiver to Add ESOHD	1	ea	\$2,799.00	\$2,799.00
8	Cisco	D9859	Receiver to Add AMCHD	1	ea	\$2,799.00	\$2,799.00
9	Cisco	LIC-D9859-HD-CH	License to add WE HD to above receiver	1	ea	\$1,095.00	\$1,095.00
10	Harmonic	ProView 7138	Receiver to Add HLNHD, TBSHD, TOONHD, TruHD, CNNHD, TCM HD	1	ea	\$13,375.00	\$13,375.00
11	Arris	DSR4440	Receiver to Add Weather HD	1	ea	\$1,430.00	\$1,430.00
12	Arris	DSR4410MD	Receiver to Add HITS QHD 9&10, BravoHD, CNBCHD, MSNBD HD, ID HD, Discovery Family HD (fka HUB), OWN HD, FYI HD	1	ea	\$2,670.00	\$2,670.00
13		Note:	ETVHD, FoodHD, ABCFAMHD, DRY HD will be also be added but using existing HITS QHD PODS, and ESPN HD will be added using the existing SD Receiver, FX Movie HD will be added with existing SD Receiver.				
14	Cisco	D9859	Receiver to Add GAC HD	1	ea	\$2,799.00	\$2,799.00
15	Cisco	LIC-D9859-HD-CH	License to Add Cooking Channel HD to above receiver	1	ea	\$1,095.00	\$1,095.00
16	Arris	DSR6000	Receiver to Add FXX HD	1	ea	\$2,195.00	\$2,195.00
17	Arris	DSR4410MD	Receiver to Add QVC HD	1	ea	\$2,670.00	\$2,670.00
18	Arris	DSR4410MD	Receiver to Add QVC Plus HD and SD	1	ea	\$2,670.00	\$2,670.00
19	Cisco	D9859	Receiver to Add Fusion SD and HD	1	ea	\$2,799.00	\$2,799.00
20	Cisco	D9854	Receiver to Add HSN HD	1	ea	\$1,995.00	\$1,995.00
21	Arris	DSR6000	Receiver to Add FSN Detroit Plus HD	1	ea	\$2,195.00	\$2,195.00
22	Arris	DSR6401	Receiver to Add American Heros (fka Military Channel HD)	1	ea	\$3,975.00	\$3,975.00
23	Arris	DSR6403	Receiver to Add HBOHD and Cinemax HD (Must use 6403, as it emulates 6300 for authorization)	1	ea	\$8,635.00	\$8,635.00
24	Arris	DSR6403	Receiver to Add Showtime HD and Starz HD (Must use 6403 as it emulates 6300 for authorization)	1	ea	\$8,635.00	\$8,635.00
25	Arris	DSR6403	Receiver to Add StarzHD and Encore HD (Must use 6403 as it emulates 6300 for authorization)	1	ea	\$8,635.00	\$8,635.00
26	Arris	DSR6000	Receiver to Add Fox Business HD	1	ea	\$2,195.00	\$2,195.00
27	Arris	DSR6100	Receiver to Add Disney Jr HD	1	ea	\$4,150.00	\$4,150.00
28	Arris	DSR6100	Receiver to Add Disney XD HD	1	ea	\$4,150.00	\$4,150.00
29	Arris	DSR6000	Receiver to Add Fox Sports 2 HD	1	ea	\$2,195.00	\$2,195.00
30	Arris	DSR6100	Receiver to Add SEC HD	1	ea	\$4,150.00	\$4,150.00
31	Arris	DSR6100	Receiver to Add ESPN News HD	1	ea	\$4,150.00	\$4,150.00

32	Arris	DSR6402	Receiver to Add Discovery Fit & Health HD and BBC America HD	1	ea	\$6,250.00	\$6,250.00
33	Arris	DSR6402	Receiver to Add Cspan HD and Cspan2 HD	1	ea	\$6,250.00	\$6,250.00
34	Cisco	D9859	Receiver to Add TVLand HD	1	ea	\$2,799.00	\$2,799.00
35	Cisco	D9859	Receiver to Add WGN HD	1	ea	\$2,799.00	\$2,799.00
36		Note:	Weather Plus SD, CBC HD are on the list but we have made the assumption they will be received Off-air and we have not included any equipment to receive them. Pub/Local HD and Government HD are also on the list but we have not included any equipment to receive them as well.				\$0.00
37	Arris	CAP-1000-0	CAP Chassis	1	ea	\$25,000.00	\$25,000.00
38	Arris	CAP1-SLK-RS-MP2	CAP MUX LICENSES for New HD Content	17	ea	\$4,600.00	\$78,200.00
39	Arris	CAP1-SLK-RS-MP2	CAP MUX LICENSES for HiTS HD Content	9	ea	\$4,600.00	\$41,400.00
40	Arris	CAP1-SLK-AI-MP2	CAP Ad Insertion Licenses	37	ea	\$750.00	\$27,750.00
41	Arris	551771-002-00	1G Copper transceiver, 1000Base-T up to 100m, 0°C to +70°C, RoHS	4	ea	\$200.00	\$800.00
42	Juniper	0317EX3200-Pack 2	EX3200 48 PORT JUNIPER SWITCH	1	ea	\$4,100.00	\$4,100.00
43	Arris	APEXv48	Apex 48 Chassis	1	ea	\$10,350.00	\$10,350.00
44	Methode	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	4	ea	\$76.00	\$304.00
45	Arris	DM-AI	DM Ad Insertion Licenses for existing HD Services (6 Required if Phase 2B is not purchased)	0	ea	\$1,150.00	\$0.00
46	AMT	Prof Service	Design and Installation Services. Customer is responsible for Racking and Cabling equipment. Includes 40 hours of assistance with Authorization of receivers, however, customer will still be responsible for Authorization Paperwork to Programmers.	1	ea	\$30,600.00	\$30,600.00
	AMT	Prof Service	Optional Rack/Stack/Cabling. Customer to provide Materials per their preferred setup.	1	ea	\$12,000.00	\$12,000.00
47	Total Phase 2A						\$340,636.00
48	Phase 2B	This Phase is optional. It consists of moving All DM/SEM services to the Cap/Apex. Including 8 Existing DM HD Services to enable Ad Insertion. This phase will add CAP Muxes to the Simulcast CAP Chassis.					
49	Arris	CAP1-SLK-RS-MP2	CAP MUX Licenses	25	ea	\$5,000.00	\$125,000.00
50		Note:	When Trading in DM Hardware, Arris offers a 4 DM Mux to 5 CAP Mux 50% Trade In Credit. This pricing is presented as an estimate based on the the assumption of 20 active DM Muxes in use today. Please confirm the current number of DM Muxes. The DFBN and Chassis Serial Numbers will be required in order to confirm the trade in credit.	25	ea	(\$2,500.00)	-\$62,500.00
51	Arris	551771-002-00	1G Copper transceiver, 1000Base-T up to 100m, 0°C to +70°C, RoHS	4	ea	\$200.00	\$800.00
52	Arris	CAP1-SLK-AI-MP2	CAP Ad Insertion Licenses	8	ea	\$750.00	\$6,000.00
53	Arris	AGB240	ASI to GigE Converter	1	ea	\$6,000.00	\$6,000.00
	Arris	VS400M	Serial Digital Passive ASI Splitter. Please Confirm: the number of Active ASI Inputs to SEMs and DMs	30	ea	\$62.00	\$1,860.00
54	Arris	APEXv48	Apex 48 Chassis	1	ea	\$10,350.00	\$10,350.00
55	Methode	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	4	ea	\$76.00	\$304.00
56	AMT	Prof Service	Design and Installation Services	1	ea	\$27,000.00	\$27,000.00
57	Total Phase 2B						\$114,814.00
58							

Total this Bill of Materials: \$ 466,850.00

SPARES BOM
(Excluding SLAs)

125,096.00

\$ 591,946.00



3150 SW 15th Street
 Deerfield Beach, FL 33442
 Phone 888-293-5856

To: Wyandotte Municipal							
Reference #: Simulcast, HD Addition, and Ad Insertion - Spares							
Notes: This project represents a Bill of Materials to provide a spare or redundant (where applicable) unit for each major component included in the original simulcast as well as the new HD Project.							
Line	Manufacturer	Part Number	Description	QTY	Unit	Unit Price	Extended Price
1	Cisco	D9859	Spare 9859 Receiver	1	ea	\$2,799.00	\$2,799.00
2	Cisco	LIC-D9859-HD-CH	Licenses to match the most Dense 9859 Configuration in the HD Project	2	ea	\$1,095.00	\$2,190.00
3	Harmonic	ProView 7138	Spare Receiver for HLNHD TBSHD, TOONHD, TruHD, CNNHD, TCM HD	1	ea	\$13,375.00	\$13,375.00
4	Arris	DSR4440	Spare Receiver	1	ea	\$1,430.00	\$1,430.00
5	Arris	DSR4410MD	Spare Receiver	1	ea	\$2,670.00	\$2,670.00
6	Arris	DSR6000	Spare Receiver	1	ea	\$2,195.00	\$2,195.00
7	Cisco	D9854	Spare Receiver	1	ea	\$1,995.00	\$1,995.00
8	Arris	DSR6403	Spare Receiver - Can be used to back up all 640X receivers in System	1	ea	\$8,635.00	\$8,635.00
9	Arris	DSR6100	Spare Receiver	1	ea	\$4,150.00	\$4,150.00
10	Arris	CAP-1000-0	CAP Chassis - Redundant	1	ea	\$25,000.00	\$25,000.00
11	Arris	551771-002-00	1G Copper transceiver, 1000Base-T up to 100m, 0°C to +70°C, RoHS	4	ea	\$200.00	\$800.00
12	Arris	CAP1-SLR	System Level Redundancy for Primary CAP-1000	2	ea	\$6,800.00	\$13,600.00
13	Juniper	0317EX3200-Pack 2	EX3200 48 PORT JUNIPER SWITCH	1	ea	\$4,100.00	\$4,100.00
14	Arris	APEXv48	Apex 48 Chassis	1	ea	\$10,350.00	\$10,350.00
15	Melhede	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	4	ea	\$76.00	\$304.00
16	Sencore	TXS 3800	Sencore Transcoder Chassis	1	ea	\$1,000.00	\$1,000.00
17	Sencore	TXS 36080	Sencore Transcode Platform Bottom	1	ea	\$8,595.00	\$8,595.00
18	Sencore	TXS 36081	Sencore Transcode Platform Top	1	ea	\$8,595.00	\$8,595.00
19	ATX	DVT8SDAIP	ATX 8-Channel DigiVu2 Encoder	1	ea	\$5,200.00	\$5,200.00
20	Arris	AGB240	Spare AGB 240	1	ea	\$6,000.00	\$6,000.00
21	BT	AQT8-IP #6280	8 Channel (16 Program) 8VSB to IP Receiver (Recommended Replacement for the EOL LG Oat 100R)	1	ea	\$2,113.00	\$2,113.00
Annual Support SLAs							
	Arris	CAP SLA	This amount is based on the total Chassis and Mux count once the project is completed. This is an Annual Renewal	1	ea		\$0.00
	Arris	NAS SLA	The NAS AST Agreement covers Tech Support and Firmware for the OM, ARPD, Apexes and VPN	1	ea	\$0.00	\$0.00
	Juniper	J-Care Support	Juniper Support and NBD Replacement. Annual Renewal	3	ea	\$357.00	\$1,071.00
	Sencore	SLA:TXS6300-63061-ESAR	1 Additional Years Extended Service Agreement. First Year included.	1	ea	\$2,362.00	\$2,362.00

Total (Excluding SLAs): \$125,096.00

4-2014



3150 SW 15th Street
Deerfield Beach, FL 33442
Phone: 888-293-5858

To: Wyandotte Municipal Reference #: HD Addition and Ad Insertion - AMT Phase 2							
Version 1.1							
Notes: This project represents a Bill of Materials to launch 23 new HD channels and enable ad splicing on 46 HD Channels. The Project is broken into 3 phases with descriptions provided.							
Line	Item	Model Number	Description	Qty	Unit	Unit Price	Extended Price
1	Phase 2A	This phase is required to deploy HD ad insertion on all 46 requested channels. It will add 23 HD Channels not currently offered on the plant. These channels will be Muxed and Spliced using the existing CAP Chassis from the Simulcast Project. This phase will also provide CAP muxing of the current HITS HD Content to enable Ad splicing on services within those HITS PODs, and will include moving the HITS HDs from the SEMs to the Apex. The EIAs needed to add to the Apex for this phase for HITS Content are 95 & 109-115					
2		Note: There are 8 Existing Non-HITS HD Channels that are configured using the DM/SEM platform, this phase does NOT include moving them, it assumes they will do DPI ad splicing in the existing DM Muxes. Phase 2B is the project to move them.					
3	Cisco	D9859	Receiver to Add CMTHD	1	ea	\$3,150.00	\$3,150.00
4	Cisco	LIC-D9859-HD-CH	Licenses to add MTVHD and SPK HD to above receiver (Formal Price Pending, this is an estimate)	2	ea	\$1,400.00	\$2,800.00
5	Cisco	D9859	Receiver to Add CMDYHD	1	ea	\$3,150.00	\$3,150.00
6	Cisco	LIC-D9859-HD-CH	Licenses to add NICKHD and VH1 HD to above receiver (Formal Price Pending, this is an estimate)	2	ea	\$1,400.00	\$2,800.00
7	Cisco	D9859	Receiver to Add ESQHD	1	ea	\$3,150.00	\$3,150.00
8	Cisco	D9859	Receiver to Add AMCHD	1	ea	\$3,150.00	\$3,150.00
9	Cisco	LIC-D9859-HD-CH	License to add WE HD to above receiver (Formal Price Pending, this is an estimate)	1	ea	\$1,400.00	\$1,400.00
10	Cisco	D9858	Receiver to Add NFL HD	1	ea	\$4,500.00	\$4,500.00
11	Hamonic	ProView 7138	Receiver to Add HLNHD, TBSHD, TOONHD, TruHD, CNNHD	1	ea	\$13,375.00	\$13,375.00
12	Arris	DSR4440	Receiver to Add Weather HD	1	ea	\$1,430.00	\$1,430.00
13	Arris	DSR4410MD	Receiver to Add HITS QHD 9&10, BravoHD, CNBCHD, MSNBD HD	1	ea	\$2,670.00	\$2,670.00
14		Note: ETVHD, FoodHD, ABCFAMHD will be also be added but using existing HITS QHD PODS, and ESPN HD will be added using the existing SD Receiver					
15	Arris	CAP1-SLK-RS-MP2	CAP MUX LICENSES for New HD Content	7	ea	\$5,000.00	\$35,000.00
16	Arris	CAP1-SLK-RS-MP2	CAP MUX LICENSES for HITS HD Content	8	ea	\$5,000.00	\$40,000.00
17	Arris	CAP1-SLK-AI-MP2	CAP Ad Insertion Licenses	38	ea	\$750.00	\$28,500.00
18	Methode	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1 25 Gbps, RoHS	4	ea	\$76.00	\$304.00
19	Arris	DM-AI	DM Ad Insertion Licenses for existing HD Services	8	ea	\$1,150.00	\$9,200.00
20	AMT	Prof Service	Design and Installation Services, Customer is responsible for Racking and Cabling equipment. Services Quote can be adjusted for time and materials for those tasks if requested	1	ea	\$25,600.00	\$25,600.00
21	Total Phase 2A						
22	Phase 2B	This Phase is optional. It consists of moving 8 Existing DM HD Services from DM/SEMs to the existing CAP Chassis/Apex. Because these 8 services are spread across 5 DM muxes, mixed with many other non-ad insert services, this phase will also include moving all other services on those muxes to avoid a major Mux redesign. The HD services affected in this phase are: BTNHD, ESPNHD, ESPN2HD, F8DHD, GOLFDHD, HALLHD, NBSHD, TNTHD					
23	Arris	CAP1-SLK-RS-MP2	CAP MUX Licenses	5	ea	\$5,000.00	\$25,000.00
24	Arris	CAP1-SLK-AI-MP2	CAP Ad Insertion Licenses	8	ea	\$750.00	\$6,000.00

25		Note:	If Combined with Phase 2C, up to 50% Trade in Credit available for MUX Licenses, this is included in Phase 2C Below. Operationally the trade in would be very difficult with phase 2B alone as the 5 affected Muxes are spread across 3 DM chassis				
26	AMT	Prof Service	Design and Installation Services	1	ea	\$12,800.00	\$12,800.00
27			Total Phase 2B			\$43,800.00	
28	Phase 2C		This Phase is optional. It will remove all DMs and SEMs, moving remaining DM/SEM Muxes to a New CAP Chassis and New Apex				
29	Arris	CAP-1000-0	CAP Chassis	1	ea	\$25,000.00	\$25,000.00
30	Arris	CAP1-SLK-RS-MP2	CAP MUX Licenses	20	ea	\$5,000.00	\$100,000.00
31		Note:	When Trading in DM Hardware, Arris offers a 4 DM Mux to 5 CAP Mux 50% Trade in Credit. This pricing is presented as an estimate based on the 20 active DM Muxes in use today.	25	ea	(\$2,500.00)	-\$62,500.00
32	Arris	AGB240	ASI to GbE Converter	1	ea	\$6,000.00	\$6,000.00
33	Arris	APEXv48	Apex 48 Chassis	1	ea	\$10,350.00	\$10,350.00
34	Methodo	DM7041-R-L	SFP: GIG-E, 100m RJ-45/CAT-5, 1.25 Gbps, RoHS	6	ea	\$76.00	\$456.00
35	Juniper	0317EX3200-48T	EX3200 48 PORT JUNIPER SWITCH	1	ea	\$4,400.00	\$4,400.00
36	Juniper		0317SVC-ND-EX3200-48T - J-CARE NBD SUPPORT	1	ea	\$0.00	\$0.00
37	Juniper		0317EX-UM-4SFP - EX 4200 AND EX3200 4-PORT SFP	1	ea	\$0.00	\$0.00
38	AMT	Prof Service	Design and Installation Services	1	ea	\$38,400.00	\$38,400.00
39			Total Phase 2C			\$122,106.00	

Total:

\$ 346,085.00

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2, 2015

AGENDA ITEM # 8

ITEM: WYANDOTTE MUSEUMS – 2014 HERITAGE EVENT SERIES REPORT

PRESENTER: Jody L. Egen. Director of Museums and Cultural Affairs

INDIVIDUALS IN ATTENDANCE: Jody L. Egen.

BACKGROUND: Herewith, please find an annual report on the 2014 Heritage Event Series compiled by the staff of the Wyandotte Museums. Contained therein is an overview of the Wyandotte Museum's Heritage Event Series, including all marketing initiatives, individual event summaries and analysis, application to the Museum mission statement, staff recommendations, and financial information. This report was reviewed by the Cultural and Historical Commission at their February 12th, 2015, meeting and subsequently approved for submission to City Council.

The Museums' Heritage Event Series has assisted in making Wyandotte a destination community with monthly special evening programming highlighting the history and heritage of our city. It has also allowed for freedom in taking advantage of different and exciting opportunities to expand our volunteer base and local audience. The Museum is further able to engage in cultural and tourism marketing initiatives that highlight the city and our many public event offerings, working with other city departments, commissions, and business organizations.

Museum staff as well as the Cultural and Historical Commission looks forward to continuing the Heritage Event Series, and developing new public programs that enhance the quality of life for the citizens of our city and beyond. I submit this report for your collective review. Should you have any questions, please do not hesitate to contact me.

**copy of the report is on file in the City Clerk's Office.*

*

STRATEGIC PLAN/GOALS: In accordance with the strategic plan; quality of life.

ACTION REQUESTED: Adopt a resolution to receive and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Receive and place on file.

COMMISSION RECOMMENDATION: CONCURS – Resolution on file

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dysdal*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION

ALP.

LIST OF ATTACHMENTS: 2014 Heritage Event Series Report

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: March 2, 2015

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Director of Museums and Cultural Affairs in the following resolution.

A Resolution to receive and place on file the attached 2014 Heritage Event Series annual report.

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: March 2nd 2015

AGENDA ITEM # 9

ITEM: Special Event Office- 2014 CALENDAR YEAR SPECIAL EVENT REPORT

*** Report on file in Clerk's office.**
PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find an annual report on the 2014 calendar year events compiled by the Special Events Coordinator. Contained therein is an overview of the City of Wyandotte's Special Events, including all marketing initiatives, individual event summaries and analysis, staff recommendations, a breakdown of the Wyandotte Street Art Fair and financial information.

I look forward to continuing the many special events here in the city, and developing new public programs that enhance the quality of life for the citizens of our city and beyond. I submit this report for your collective review. Should you have any questions, please do not hesitate to contact me.

**copy of the report is on file in the City Clerk's Office.*

STRATEGIC PLAN/GOALS: In accordance with the strategic plan; quality of life.

ACTION REQUESTED: Adopt a resolution to receive and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Receive and place on file.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dunsdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION *ALT*

LIST OF ATTACHMENTS: 2014 Calendar Year Special Event Report

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 2nd 2015

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 receive and place on file the attached 2014 Calendar Year Special Event annual report.

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: March 2nd 2015

AGENDA ITEM # 10

ITEM: Special Event Application - Wyandotte Boat Club - Blitzen the Dotte

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Application from the Wyandotte Boat Club to hold the Blitzen the Dotte race November 21st prior to the opening of the Wyandotte Christmas Parade. This event has been reviewed and approved by the Police and Fire Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and information sheets).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city sidewalks and property for their event held November 21st 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dysdal*

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

MAYOR'S RECOMMENDATION: *JP*

LIST OF ATTACHMENTS

Special Event Application
Event Maps

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 2nd 2015

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks and property for the event held November 21st 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

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: Nov. 21, 2015 Times: start 8:45 a.m.
Name of Applicant: Valerie Nicholson for BlitzentheDotte
Name of Business or Organization: Wyandotte Boat Club
Type of legal entity of your business/organization: Non-profit Corp.
Name of individual authorized to sign documents on behalf of your business/organization: Fred Mekolon
Address: 1 Pine Street Wyandotte, MI 48192
Email: fmeolonjr@yahoo.com 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: Downtown + through golf course
Estimated maximum number of persons expected at the event for each day: 1,000
Is Alcohol going to be served or provided at this event: no Do you have a license: _____
Do you need water hook up for this event? no
If you will need water hook up, please list where and what the water will be for: n/a

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.

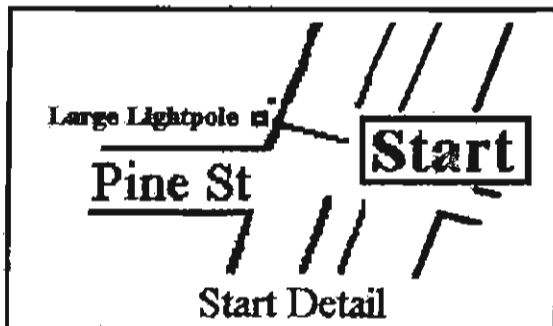
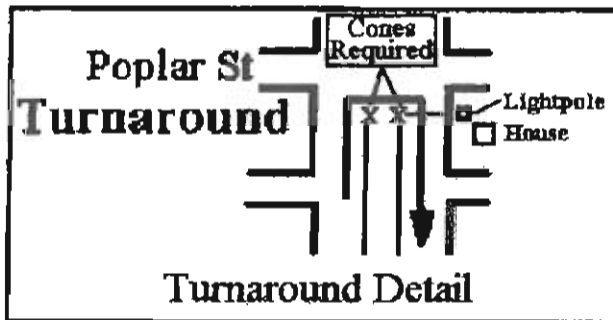
Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

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.

Blitzen The Dotte 5K

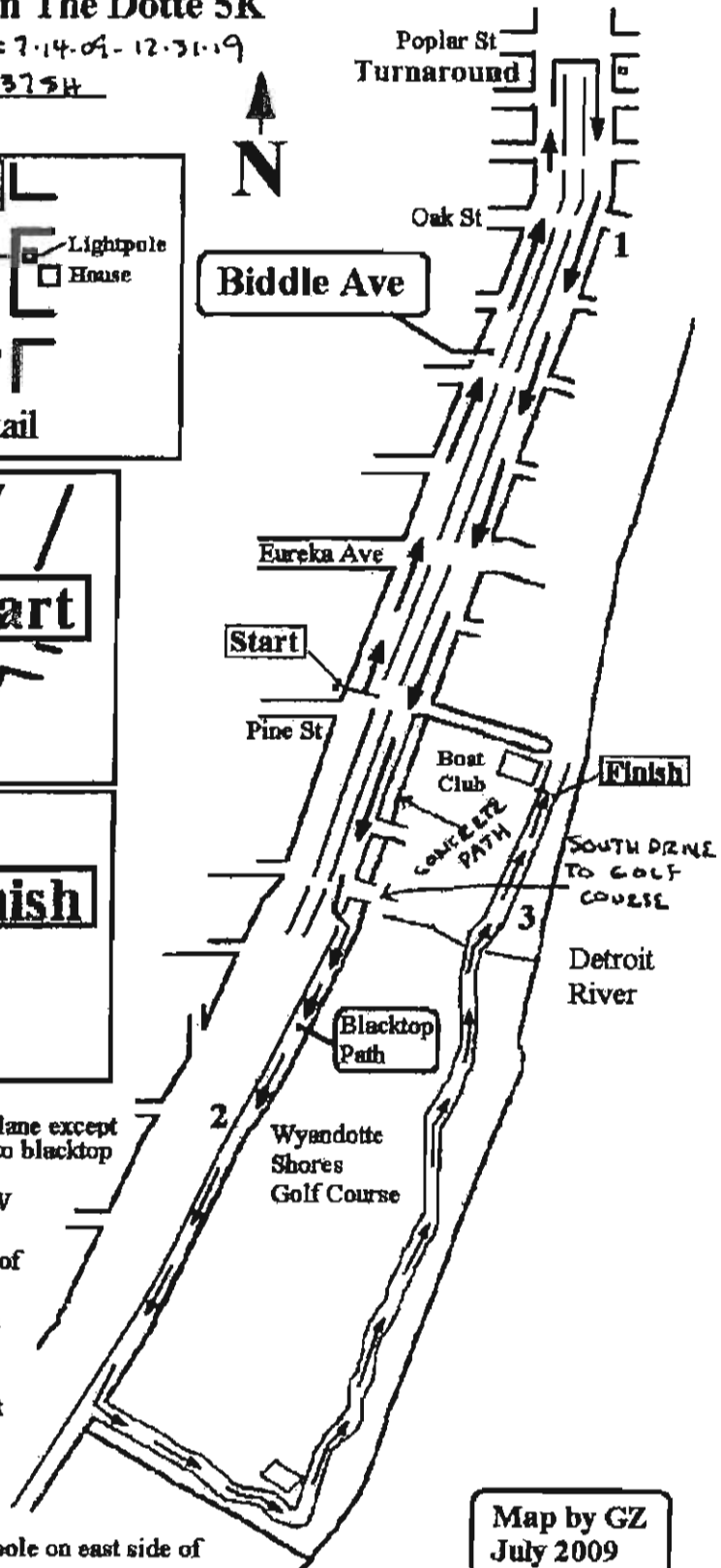
Effective Date: 7-14-09 - 12-31-09

MI090375H



Notes

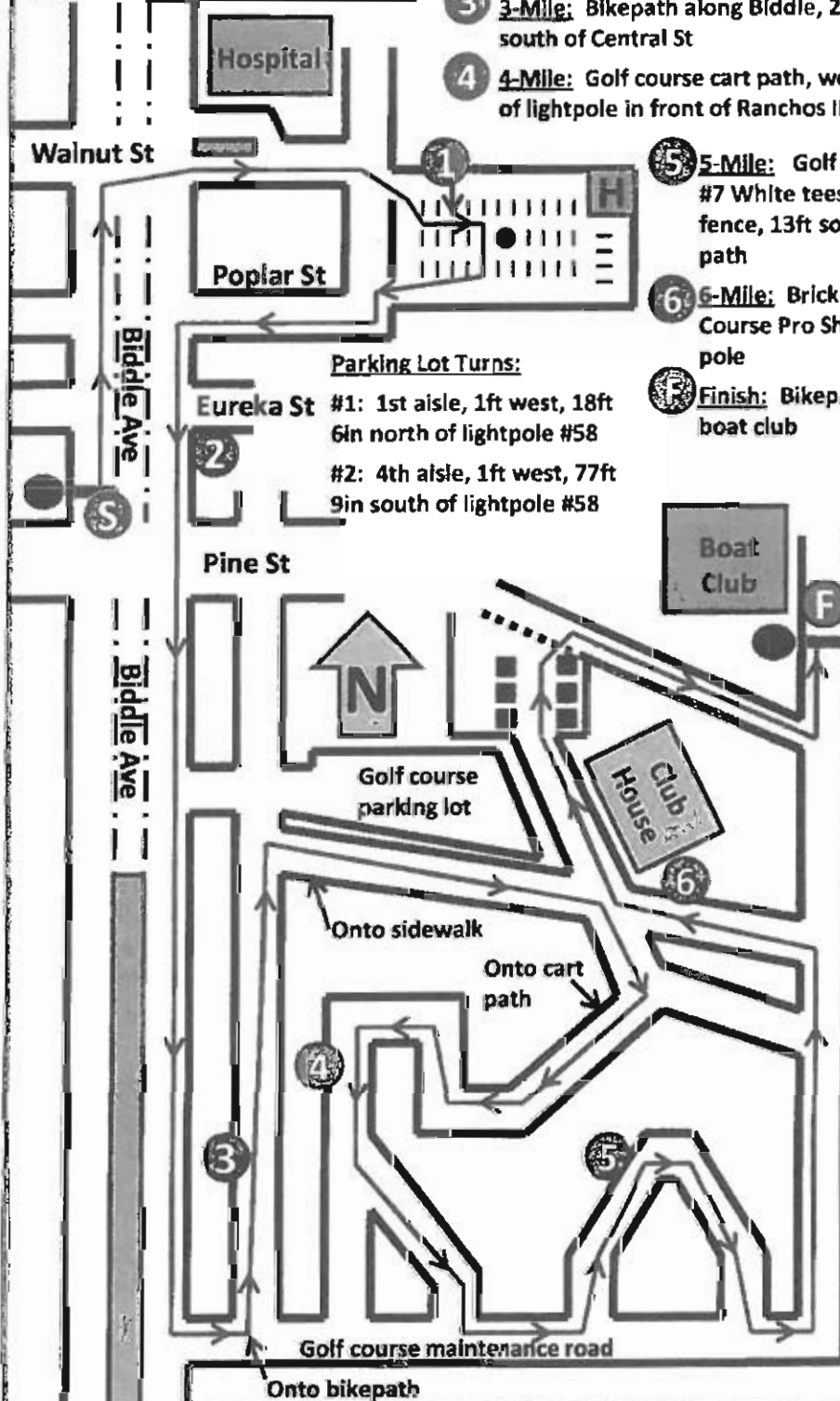
1. Runners must keep left of center turn lane except to crossover at turnaround and move to blacktop path when along the Golf Course.
2. Start Line is at Large Lightpole at NW corner of Biddle and Pine St.
3. Turnaround is at Lightpole just north of 2533 Biddle on east side of Biddle.
4. Finish Line is at the American Legion flagpole adjacent to path across from south side of Wyandotte Boat Club.
5. Mile Mark 1 is at SE corner of Oak at Biddle Ave.
6. Mile Mark 2 is on path along Golf Course across from entry door at 4120 Biddle.
7. Mile Mark 3 is across from 2nd lightpole on east side of path north of Golf Course "gate".



Blitzen The Dotte 10K Wyandotte, Michigan

USATF Certification MI12064SH

Effective 11-14-12 to 12-31-22

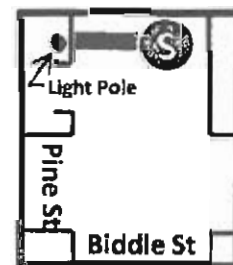


- S** Start: Biddle Ave, west side, at first lightpole north of Pine St
- 1** 1-Mile: East hospital parking lot, 2nd (w-e) aisle, 12 spots from west end (98ft west of lightpole #58)
- 2** 2-Mile: Biddle Ave, 51ft 4in south of light pole at southeast corner of Eureka
- 3** 3-Mile: Bikepath along Biddle, 20ft north of 2nd lightpole south of Central St
- 4** 4-Mile: Golf course cart path, west side of Hole #3, 54ft north of lightpole in front of Ranchos II restaurant
- 5** 5-Mile: Golf course cart path, west of Hole #7 White tees, just north of boundary fence, 13ft south of sprinkler head along path
- 6** 6-Mile: Brick path, south side of Golf Course Pro Shop entrance, 14ft east of light pole
- F** Finish: Bikepath, at flagpole, in front of boat club

Parking Lot Turns:

- Eureka St**
- #1:** 1st aisle, 1ft west, 18ft 6in north of lightpole #58
- #2:** 4th aisle, 1ft west, 77ft 9in south of lightpole #58

START LINE:



LANE

RESTRICTIONS:

- Northbound Biddle: Keep left of center turn lane.
- Southbound Biddle: Far left lane only



**MAP NOT
TO SCALE**

Course Measurement
completed by: Joe Baldwin

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(11)

MEETING DATE:

AGENDA ITEM # _____

ITEM: Recommendation for Discussing Litigation with the Media

PRESENTER: William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: I was directed to submit a proposed policy concerning discussion of pending litigation with the media.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: approve attached policy

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Shugdale*

LEGAL COUNSEL'S RECOMMENDATION: *in foot*

MAYOR'S RECOMMENDATION: *W*

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Council hereby concurs in the submitted policy concerning discussing pending litigation with the media.

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	_____

POLICY CONCERNING DISCUSSING
PENDING LITIGATION WITH THE MEDIA
BY ANY CITY OFFICIAL

The Mayor and City Administrator are designated as Public Information Officers for the City and are authorized to discuss pending litigation with the media. Prior to any discussion of litigation, they should first consult with the City Attorney or any attorney who is assigned to represent the City for said litigation.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2, 2015

AGENDA ITEM # 12

ITEM: Service Agreement - Downriver Sewage Disposal System

*entire
* Agreement on
file in the Clerk's office*

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Downriver Sewage Disposal System ("System") provides sewage treatment and conveyance for wastewater for thirteen (13) communities including the City of Wyandotte. The System has been operated by the County of Wayne under a fifty (50) year service agreement dated March 1, 1962 which expired in 2012. The communities that comprise the system have been negotiating a successor agreement with the County of Wayne since 2010. On December 18, 2014, the County approved a new Downriver Sewage Disposal System Service Agreement ("Agreement") which requires approval from all communities that comprise the system prior to being effective. Attached you will find information summarizing the changes that were negotiated and agreed upon by the County in the Agreement.

Subsequent to approval by the County Commission, the City received a notice dated February 20, 2015, indicating that the County Executive has "revoked" the "County's Offer" relative to the Agreement. At this time, it is unknown what the effect of this revocation is considering that the County Commission approved the Agreement and the authority for such an action by the County Executive is unknown.

It is recommended that the City Council approve the attached resolution approving the Agreement.

STRATEGIC PLAN/GOALS: Commitment to fiscal stability, streamlining government operations, making government more accountable and transparent to its citizens.

ACTION REQUESTED: Adopt a resolution concurring with the recommendation.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The terms of the Agreement will be effective after all communities adopt the agreement.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approved as to form.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

1. Briefing Paper
2. Recommendations from the Communities Negotiating Committee
3. Downriver Sewage Disposal System Service Agreement
4. Notice of Revocation – Warren C. Evans dated February 20, 2015

MODEL RESOLUTION:

Attached

RECOMMENDATIONS FROM THE DOWNRIVER COMMUNITIES' NEGOTIATING TEAM

January 9, 2015

This document provides recommendations from the Negotiating Team for consideration by the 13 Downriver Communities as they evaluate the new Service Agreement and decide whether to approve that Agreement so it can be placed into effect. The Negotiating Team consisted of Dearborn Heights Mayor Dan Paletko (Chair), Mayor Joseph Kuspa/Brandon Fournier (Southgate), Todd Drysdale (Wyandotte), Dick Hinshon (technical advisor) and John Day (attorney).

Recommendation 1:

Approve the new Downriver Service Agreement as adopted by the County Commission on December 18, 2014.

Rationale:

1. The new Agreement is a huge improvement over the 1962 Contract that it will replace, because it ensures that the Communities will have a major decision making role through the new JMB;
2. The Communities will gain unprecedented access to the County's internal management activity through the hiring of the Community Liason who will work alongside the County staff both at the wastewater plant and downtown to attend meetings and to observe what is going on;
3. New protections are secured for System Revenue to prohibit borrowing by the County, require that System funds be restricted and establish new controls on Chargebacks;
4. The new Agreement establishes flexibility for the Tunnel Communities during wet weather periods to allow for substantially increased peak flows over the 1962 Contract limits;
5. The new Agreement preserves the Communities' ability to contest ownership if it is decided at some future date that the Communities want to challenge that issue and initiate litigation;
6. The newly constituted JMB can, if it so chooses, move forward to implement many of the issues and concerns that were raised by the Communities' Negotiating Team, but which were omitted from the Service Agreement (e.g. establishing performance benchmarks for the System, obtaining insurance coverage, establishing a detailed list of the County's duties and responsibilities for properly operating and maintaining the facilities, etc.);
7. Adopting the new Service Agreement avoids the possibility that the County may back away from the JMC and distance itself from collaborative management efforts with the Communities;
8. There is very little likelihood that the new incoming County Administration will be inclined to accept additional changes and concessions over and above those already incorporated into the Agreement that was approved on December 18, 2014.

Recommendation 2:

Establish a procedure for selecting the 4 Community Representatives and Alternates to serve on the new JMB.

Consideration should be given to utilizing the Downriver Utility Wastewater Authority (DUWA) as the body to elect Reps and Alternates, since the DUWA Articles of Incorporation establish a process for weighted votes based on each Community's relative share of the System.

Recommendation 3:

Begin the process of selecting and hiring the new Community Liason and for establishing a mechanism for funding that position.

A job description will need to be prepared so the position can be posted for prospective applicants. A process for screening and interviewing candidates will need to be established along with procedures for overseeing the work that is performed and processing invoices.

Recommendation 4:

Begin discussions with Wayne County staff to develop a strategy for getting the Downriver System exempted from onerous procedural requirements relating to Purchasing and Procurement.

Both the Community Negotiating Team and the County Negotiating Team are in agreement that the current purchasing and procurement procedures as set forth in the County Charter and various County Ordinances are not well suited to running a major public utility like the Downriver Sewer System. Both sides will need to collaborate on a plan to re-structure these procedures as they are applied to the System so as to provide greater flexibility and faster decision making.

(Community Name)

RESOLUTION TO APPROVE THE
DOWNRIVER SEWAGE DISPOSAL SYSTEM
SERVICE AGREEMENT

RESOLUTION NO. _____

As contained in the Minutes of the Regular Meeting of the City Council/Township
Board of the City/Township of _____
County of Wayne, Michigan, held in the City/Township, on the _____ day of
_____, 2015, at _____ a.m./p.m.

PRESENT _____

ABSENT _____

On Motion of _____ ,
supported by _____ ;

WHEREAS, the Downriver Sewage Disposal System (hereinafter referred to as
“the System”) provides sewage treatment and a conveyance for wastewater generated by
this Community and twelve other Communities located in the Charter County of Wayne
(hereinafter referred to as “the County”); and

WHEREAS, by the Downriver Sewage Disposal System Contract, dated March
1, 1962 (hereinafter referred to as “the 1962 Contract”) and entered into under the

Authority of Act 185, Public Acts of 1957, as amended, “the System” it was established and designated as the “Downriver Sewage Disposal District”; and

WHEREAS, the parties to the 1962 Contract were the County of Wayne (n/k/a the Charter County of Wayne), the City of Belleville, the City of Ecorse, the City of Lincoln Park, the City of River Rouge, the City of Southgate, the City of Wyandotte, the City of Allen Park, the Township of Taylor (n/k/a the City of Taylor), the Township of Van Buren (n/k/a the Charter Township of Van Buren), the Township of Brownstown (n/k/a the Charter Township of Brownstown), the Township of Dearborn (n/k/a the City of Dearborn Heights), the Township of Romulus (n/k/a the City of Romulus) and the City of Riverview was added by amendment to the 1962 Contract on March 17, 1975; and

WHEREAS, the 1962 Contract expired by its terms on March 1, 2012; and

WHEREAS, the County, on December 18, 2014, approved a new Downriver Sewage Disposal System Service Agreement (hereinafter referred to as the “Agreement”) under the legal authority of Public Act 185, 1957 and Public Act 8 of the 1967 (see attached); and

WHEREAS, the “Agreement” provides for, among its other provisions, a structure of joint management of the System by the County and the participating Communities through the creation of a Joint Management Board; and

WHEREAS, the “Agreement” further provides that to become effective, it must be approved by the elected bodies of all thirteen participating communities.

NOW, THEREFORE, BE IT RESOLVED;

That the City/Township of _____ hereby approves and adopts the

attached DOWNRIVER WASTEWATER TREATMENT SYSTEM SERVICE

AGREEMENT, and;

BE IT FURTHER RESOLVED, the Clerk and the Mayor/Supervisor are hereby authorized to execute the "Agreement" on behalf of _____

BE IT FURTHER RESOLVED, a copy of this Resolution and the executed "Agreement's signature page, shall be filed immediately with the Clerks of each of the other twelve communities and the County of Wayne.

AYES: _____

NAYS: _____

ABSTAIN: _____

CITY/TOWNSHIP OF _____

By _____
Mayor/Supervisor

By _____
Clerk

I, _____, City/Township Clerk of the City/Township of _____
County of Wayne, Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the City Council/Township Board of

the City/Township of _____, at a Regular Meeting on
_____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, 2015.

Clerk
City/Township of _____
Wayne County, Michigan

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2, 2015

AGENDA ITEM # 13

ITEM: Special Assessment District (SAD) #939 – Sewer Service Taps on 22nd Street between Oak Street and Eureka Avenue

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 2-25-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: City Council approved a voluntary proposed SAD for replacement of sewer service taps on 22nd Street between Oak Street and Eureka Avenue. Property owners were contacted to determine if they desired to participate in the SAD. Four property owners at 2157 Oak – Oak Street Associations, 3005 22nd Street - Joe Worosz, 3021 22nd Street – Dan Courtright of the Estate of Elmer Courtright, and 3107 22nd Street - Bryon Baird have requested to participate in the SAD over a 10 year period. Pricing is \$6,000 if utilities are encountered in the excavation and a 2nd quote of \$5,000 if “no” utilities are encountered in the excavation. This cost would not include repairs to the sewer service beyond the riser to the front property line. Quint Plumbing has also provided an additional quote for work beyond the riser at \$120.00 per liner foot. Currently, there is no knowledge of repairs being required beyond the riser. Upon excavation if repair is required beyond the riser then additional work would be subject to the approval of the property owner. Any sidewalk replacement would be at the sidewalk contractor’s rate.

The work includes removal of the road and backfilling the excavation with engineered fill. The DPS would install a temporary cold patch. The restoration of the excavation area to the road will be accomplished during the repaving project of 22nd Street in the summer/fall of 2015 at the cost of the City.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community’s quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city’s historic and visual standards; and promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Set public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This proposed Special Assessment District will require a budget amendment.

IMPLEMENTATION PLAN: City Clerk to give proper notice to the four (4) property owners of the SAD hearing.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Soth*

MAYOR'S RECOMMENDATION: *Joseph R. Peterson*

LIST OF ATTACHMENTS:

- Council Resolution to create SAD dated September 23, 2014
- Quote from Quint Plumbing
- Spreadsheet of proposed SAD

Claude

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

September 23, 2014

RESOLUTION

Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke
Supported by Councilman Lawrence S. Stec


RESOLVED by the City Council that the City Engineer is authorized to contact 23 owners on 22nd Street between Oak Street and Eureka Avenue to determine their desire to be included in a Special Assessment District to repair their sewer service taps at a maximum of \$6,000.00 per tap utilizing Quint Plumbing of Wyandotte. The proposed Special Assessment District would provide an avenue for the homeowners to have their sewer taps repaired and the cost assessed to them over a 10 year period.

YEAS: Councilmembers: Fricke Schultz Stec, Mayor Peterson

NAYS: Councilmembers: Miciura Sabuda

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 September 22, 2014.


William R. Griggs
City Clerk

CC: City Assessor, City Administrator, Municipal Service

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 22nd 2014

AGENDA ITEM # _____

ITEM: Sewer Tap Repairs on 22nd Street from Oak Street to Eureka Avenue

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski, 9-10-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: The City of Wyandotte is considering repaving 22nd Street next summer from Oak Street to Eureka Avenue. The sewer main is located under 22nd Street. Upon televising of the sewer main it has been found that 24 service taps are in poor condition. This creates an opportunity to the homeowners to have their taps repaired without the additional expense of pavement repair. The City could repair the service tap and spread the owners' cost over a 10 year special assessment, if they were to choose to have repair made. The road repaving would be completed after the sewer taps are done. The City of Wyandotte has solicited bids for this work receiving a low bid of a maximum per service of \$6,000.00 from Quint Plumbing

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; and promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer to create a Special Assessment District for 22nd Street from Oak Street to Eureka Avenue to provide an opportunity for the homeowners to have their sewer taps repaired and special assessed over a 10 year period.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Future expense and revenue from Special Assessment Fund if approved.

IMPLEMENTATION PLAN: A letter would be sent to the homeowners including a picture indicating the condition of their tap from video taken by the televising of the main line by the City of Wyandotte's Televising and Sewer Cleaning contractor. The homeowner would then have an opportunity to make a decision if they would want this work to be done and 60 days to make a final decision. Those requesting the work to be completed would be included in a special assessment district with appropriate hearings at a future Council meeting.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Shirleydale*

LEGAL COUNSEL'S RECOMMENDATION:

W. Losh

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS Summary of bids; List of affected homes on 22nd Street between Oak Street and Eureka Avenue

PROPOSALS RECEIVED
SEWER LEAD REPLACEMENT
22nd STREET

Quint Plumbing& Heating	\$5,000.00 per lead with no utilities in excavation \$6,000.00 per lead when other utilities in excavation
Proexcavation	\$6,800.00 per lead
G.V. Cement Contracting Company	\$8,800.00 per lead

**SEWER TAP REPAIRS ADDRESSES
22ND STREET FROM OAK TO EUREKA**

Tax ID Number	Address	Property Owner	Mailing Address				No of Taps
57 017 05 0388 000	2941 22ND	PRESELY, BEVERLY	2941 22ND	WYANDOTTE	MI	48192	1
57 017 05 04 03 000	2976 22ND	HOLTON, HELEN	2976 22ND	WYANDOTTE	MI	48192	1
57 017 05 0346 305	2983 22ND	TAYLOR, SANDRA	2983 22ND	WYANDOTTE	MI	48192	1
57 017 05 0404 000	2984 22ND	LUDWICK, PAMELA	2984 22ND	WYANDOTTE	MI	48192	1
57 017 05 0346 306	3001 22ND	SOMMER, DENISE	3001 22ND	WYANDOTTE	MI	48192	*2
* 57 017 05 0347 003	3005 22ND	WOROSZ, JOSEPH	3005 22ND	WYANDOTTE	MI	48192	1
57 017 05 0407 000	3012 22ND	BYRNE, JENNIFER	3012 22ND	WYANDOTTE	MI	48192	1
* 57 017 05 0347 001	3021 22ND	COURTRIGHT, ELMER - ESTATE OF	51 FORDCROSS	GROSSE POINTE	MI	48236	1
* 57 017 05 0382 000	3107 22ND	BAIRD, LINDA/BRIAN	3107 22ND	WYANDOTTE	MI	48192	2
57 017 05 0411 000	3116 22ND	SNYDER, RONALD/AGNES	3116 22ND	WYANDOTTE	MI	48192	1
57 017 05 0380 000	3125 22ND	CLARK, JOSEPH/LISA	3125 22ND	WYANDOTTE	MI	48192	1
57 017 05 0379 000	3131 22ND	JOHNSON, JEANETTE	3812 OLDBURY ST	LAMBERTVILLE	MI	18144-9716	1
57 017 05 0413 000	3136 22ND	JOHNSON, CHARLENE	24203 CHARLEVOIX	BROWNSTOWN	MI	48134	*1
57 017 11 0025 300	3156 22ND	MIGOSKI, TIMOTHY	3156 22ND	WYANDOTTE	MI	48192	1
57 017 11 0024 000	3164 22ND	KLOP, ANTHONY	3164 22ND	WYANDOTTE	MI	48192	1
57 017 05 0374 000	3167 22ND	HOWARD, REBECCA/STEVEN	3167 22ND	WYANDOTTE	MI	48192	1
57 017 11 0022 000	3178 22ND	CHARRON, LEO	3178 22ND	WYANDOTTE	MI	48192	1
57 017 11 0021 000	3182 22ND	HOWICK, DAVID/DEBORAH	8736 ZIEGLER	TAYLOR	MI	48180	1
57 017 11 0019 000	3196 22ND	HUSSEY, ERIC/ERICA	29721 KING	ROMULUS	MI	48174	1
57 017 11 0017 000	3210 22ND	WISE, MATTHEW	3210 22ND	WYANDOTTE	MI	48192	1
57 017 05 0360 001	3233 22ND	NOLEN, JEFFREY	3233 22ND	WYANDOTTE	MI	48192	1
57 017 11 0014 000	3234 22ND	RUNIONS, LISA	3234 22ND	WYANDOTTE	MI	48192	1
* 57 017 05 0339 301	2157 Oak	OAK STREET ASSOCIATION	2157 OAK	WYANDOTTE	MI	48192	1

*Dye testing to be performed first

Notices will be sent out by M. Johnson on March 3, 2014

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 22nd 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council concurs with the City Engineer in the following.

The City Engineer is authorized to contact 23 owners on 22nd Street between Oak Street and Eureka Avenue to determine their desire to be included in a Special Assessment District to repair their sewer service taps at a maximum of \$6,000.00 dollars per tap utilizing Quint Plumbing of Wyandotte. The proposed Special Assessment District would provide an avenue for the homeowners to have their sewer taps repaired and the cost assessed over a 10 year period.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Miciura
Shultz
Fricke
Galeski
Sabuda
Stec

Quint Plumbing & Heating, Inc.
4144 Sixth Street
Wyandotte, Michigan 48192
(734) 281-1153

August 8, 2014

City of Wyandotte
3200 Biddle 2nd Floor
Wyandotte, MI 48192

Dear Claude:

We are pleased to offer the following quotes to remove the road, dog down, repair the tap and rise, haul away dirt and bring in stone for each repair on 22nd Street between Oak and Vinewood:

Quote #1 - \$6,000.00 with utilities in the hole for each one

Quote #2 - \$5,000.00 with no utilities in the hole for each one

If you should have any further questions, please feel free to give me a call.

Sincerely,

Quint Plumbing & Heating, Inc.

Michael Quint
Owner

MQ/dl

Quint Plumbing & Heating, Inc.
4144 Sixth Street
Wyandotte, Michigan 48192
(734) 281-1153

January 15, 2015

City of Wyandotte
Building Department
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Claude:

We are pleased to offer the following quote for any additional six inch (6") PVC pipe that may be needed at 22nd Street:

Quote - \$120.00 a foot and includes lawn restoration costs

Quote – Sidewalk to be priced @ \$200.00 for each slab

If you should have any further questions, please feel free to give me a call.

Sincerely,

Quint Plumbing & Heating, Inc.

Michael Quint
Owner

MQ/dl

RESOLUTION FOR RECONSTRUCTION OF SEWER TAP AND RISER OF
A PRIVATE SEWER LINE IN A
PUBLIC RIGHT-OF-WAY AND FOR THE CREATION OF A
SPECIAL ASSESSMENT DISTRICT AND THE SETTING OF A PUBLIC HEARING

SAD #939

Wyandotte, Michigan
March 2, 2015

RESOLUTION By Councilperson _____

At a regular session of the City Council of the City of Wyandotte, RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE

That the City Council of the City of Wyandotte deems it advisable and necessary for the public health, safety and welfare of said City and it's inhabitants and it is a necessary public improvement and beneficial to the City of Wyandotte, and it's inhabitants, to reconstruct a sewer tap and riser of a private sewer service in the public right-of-way from the sewer main to the riser pipe at the location along the east curb line out west to the sewer main of 22nd Street, south of Oak Street under the eastern portion of 22nd Street pavement, more particularly described as:

The approximately four (4) separate locations of excavation where the removal of a fifteen (15) foot by fifteen (15) foot area including curb and HMA surfaced concrete street each from the east curb line of 22nd Street to the public sewer main in the 22nd Street right-of-way, abutting:

2157 Oak Street - LOT 339; ALSO LOTS 390 TO 392 INCL ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3005 22nd Street - S 45 FT OF THE N 70 FT OF THE W 140.32 FT LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3021 22nd Street - S 55 FT OF THE W 140.32 FT OF LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3107 22nd Street - LOTS 382 AND 383 ALSO W 10 FT ADJ VAC ALLEY ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

RESOLVED FURTHER that the City Engineer, having prepared estimates of the cost and expenses, plats and diagrams of said improvement and of the locality to be improved, the same shall be deposited with the City Clerk for public examination: and

RESOLVED FURTHER that there is hereby tentatively designated a special assessment district against which the cost and expenses of said improvements are to be assessed, consisting of lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

2157 Oak Street - LOT 339; ALSO LOTS 390 TO 392 INCL ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3005 22nd Street - S 45 FT OF THE N 70 FT OF THE W 140.32 FT LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3021 22nd Street - S 55 FT OF THE W 140.32 FT OF LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3107 22nd Street - LOTS 382 AND 383 ALSO W 10 FT ADJ VAC ALLEY ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

RESOLUTION FOR RECONSTRUCTION OF A SEWER TAP AND RISER OF A PRIVATE SEWER LINE
IN A PUBLIC RIGHT-OF-WAY AND FOR THE CREATION OF A SPECIAL ASSESSMENT DISTRICT
AND THE SETTING OF A PUBLIC HEARING

Page 2 of 2

RESOLVED FURTHER that the cost and expenses of reconstructing the sewer tap and riser in the public right-of-way from the east curb line of 22nd Street, south of Oak Street, to the public sewer main under the eastern portion of the 22nd Street pavement shall be defrayed by special assessment upon the lots, parts of lots and parcels of land abutting and adjoining said improvement, as well as benefiting there from.

RESOLVED FURTHER, that said estimates, plats and diagrams of said improvement and of the right-of-way to be improved having been so deposited with the City Clerk for public examination, said City Clerk shall give notice, according to the City Charter, of the proposed district to be specially assessed for said improvement and of the time and place when this Council will meet to consider said detailed estimate, plats and diagrams, and to hear objections thereto, and notice shall be given by said City Clerk, in writing, of the proposed district to be specially assessed for said improvements and of the time and place when this Council will meet to consider said detailed estimates, plats and diagrams, and to hear objections thereto, to each owner of, or party of interest in, property to be assessed, whose name appears upon the last local tax assessment records, by mailing by first class mail addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of such hearing. The public hearing is scheduled for Monday March 16th, 2015, at 7:00 p.m. in the Council Chambers of the Wyandotte City Hall.

I move the adoption of the foregoing Resolution.

Councilperson _____

Supported by Councilperson _____

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

NOTICE OF HEARING OF OBJECTIONS TO THE PROPOSED
RECONSTRUCTION OF SEWER TAP AND RISER OF A
PRIVATE SEWER LINE IN A
PUBLIC RIGHT-OF-WAY
IN THE CITY OF WYANDOTTE AND THE PROPOSED CREATION
OF A SPECIAL ASSESSMENT DISTRICT *SAD #939*

NOTICE IS HEREBY GIVEN That the City Council of the City of Wyandotte deems it advisable and necessary for the public health, safety and welfare of said City and it's inhabitants and it is a necessary public improvement and beneficial to the City of Wyandotte, and it's inhabitants, to reconstruct a sewer tap and riser of a private sewer service in the public right-of-way from the sewer main to the riser pipe at the location along the east curb line out west to the sewer main of 22nd Street, south of Oak Street under the eastern portion of 22nd Street pavement, in the City of Wyandotte, Wayne County, Michigan, more particularly described as approximately four (4) separate locations of excavation where the removal of a fifteen (15) foot by fifteen (15) foot area including curb and HMA surfaced concrete street each from the east curb line of 22nd Street to the public sewer main in the 22nd Street right-of-way, abutting

public right-of-way is abutting and adjoining as well as benefiting the respective lots, parts of lots, and parcels of land hereinafter described, and has heretofore caused estimates, plats and diagrams of the improvement of the proposed district to be assessed for said improvement to be prepared by the City Engineer, and that said estimates, plats and diagrams of the improvements and of the proposed district to be assessed therefore, have been prepared by the City Engineer and deposited in the office of the City Clerk of the City of Wyandotte, for public examination; and

That said Council will meet on Monday, March 16th 2015, at seven P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to said improvement and to the said plats, estimates and diagrams, and to the proposed district to be assessed for said improvements, which shall consist of the lots, parts of lots and parcels of land in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

2157 Oak Street - LOT 339; ALSO LOTS 390 TO 392 INCL ASSESSOR'S WYANDOTTE PLAT NO. 12
T3S R11E L69 P65 WCR

3005 22nd Street - S 45 FT OF THE N 70 FT OF THE W 140.32 FT LOT 347 ASSESSOR'S WYANDOTTE
PLAT NO. 12 T3S R11E L69 P65 WCR

3021 22nd Street - S 55 FT OF THE W 140.32 FT OF LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12
T3S R11E L69 P65 WCR

3107 22nd Street - LOTS 382 AND 383 ALSO W 10 FT ADJ VAC ALLEY ASSESSOR'S WYANDOTTE
PLAT NO. 12 T3S R11E L69 P65 WCR

Appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the state tax tribunal. An owner or party in interest, or his or her agent, may appear in person at the hearing, at the time and date set forth herein, to protest the special assessment, or may file his or her protest by letter, submitted prior to or at the specified time and date of the hearing, which shall be read aloud and made part of the hearing and his or her personal appearance at the hearing will not be required. The Council will maintain a record of parties who appear to protest at the hearing or who submit a written protest to be read aloud at the hearing. If the hearing is terminated or adjourned for the day before a party is provided the opportunity to be heard, the party whose appearance or written protest was recorded is considered to have protested the special assessment in person.

It is the intention that the cost and expense of said improvement shall be defrayed by special assessment upon the above-described lots, parts of lots, and parcels of land abutting and adjoining said improvement, as well as benefiting there from.

Dated at Wyandotte, Michigan, this 3rd day of March, 2015.

WILLIAM R. GRIGGS
City Clerk
City of Wyandotte

RESOLUTION

Wyandotte, Michigan
March 16, 2015

RESOLUTION BY COUNCILPERSON _____

RESOLVED BY THE CITY COUNCIL THAT

WHEREAS, it has been determined by this Council to be advisable and necessary to reconstruct a sewer tap and riser of a private sewer service in the public right-of-way from the sewer main to the riser pipe at the location along the east curb line out west to the sewer main of 22nd Street, south of Oak Street under the eastern portion of 22nd street pavement, and to pay all or a part of the cost thereof by special assessment on the lots, parts of lots, and parcels of land abutting thereon as well as benefiting there from; and

WHEREAS, the time and place having been fixed for the hearing of objections to the proposed reconstruction of the private sewer in the public right-of-way in the City of Wyandotte, and to pay part of the cost thereof, to-wit:

The approximately four (4) separate (areas) of excavation where we will be removing a fifteen (15) foot width of curb and HMA surfaced concrete street from the east curb line of 22nd Street to the public sewer main in the 22nd Street right-of-way, abutting:

2157 Oak Street - LOT 339; ALSO LOTS 390 TO 392 INCL ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3005 22nd Street - S 45 FT OF THE N 70 FT OF THE W 140.32 FT LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3021 22nd Street - S 55 FT OF THE W 140.32 FT OF LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3107 22nd Street - LOTS 382 AND 383 ALSO W 10 FT ADJ VAC ALLEY ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

WHEREAS, due notice of said hearing having been given by first class mail in accordance with the statute in such case made and provided; and said hearing having taken place in accordance with said notice as mailed, and _____ objections having been brought to the attention of this Council; and

WHEREAS, after such hearing this Council, still being of the opinion that said improvement is advisable and necessary, and that it is still deemed advisable and necessary to proceed with said reconstruction of the private sewer in the public right-of-way,

NOW, THEREFORE, BE IT RESOLVED, that the maps, plans and diagrams of said right-of-way improvement and of the special assessment district as hereinafter described to pay the cost thereof as evidenced by the Engineer's estimate for such construction accepted by this Council, be approved and confirmed and the improvement constructed accordingly;

2157 Oak Street - LOT 339; ALSO LOTS 390 TO 392 INCL ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

3005 22nd Street - S 45 FT OF THE N 70 FT OF THE W 140.32 FT LOT 347 ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

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3107 22nd Street - LOTS 382 AND 383 ALSO W 10 FT ADJ VAC ALLEY ASSESSOR'S WYANDOTTE PLAT NO. 12 T3S R11E L69 P65 WCR

RESOLVED FURTHER that said district be and hereby is designated as follows:

Special Assessment District Number #939

RESOLVED FURTHER, that the City Assessor is directed to prepare an assessment roll pursuant to the City Charter requirements.

I move the adoption of the foregoing Resolution.

Motion by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCILPERSON

NAYS

Fricke

Galeski

Miciura

Sabuda

Schultz

Stec

Absent _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2, 2015

AGENDA ITEM #

14

ITEM: Sale Agreement for Neighborhood Stabilization Program 3 (NSP3) - 1749 2nd Street

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 2-18-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City received NSP3 Funds from Wayne County to rehab the home at 1749 2nd Street. Council approved the listing price of this property in October, 2013, and had four (4) price reductions since then. Therefore, the following offer has been received:

Mark McGuire, 25759 Hanover, Brownstown, Michigan 48124 in the amount of \$78,666.00. Mr. McGuire is between 50% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$13,766.55 (which will be a lien with Wayne County). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage is in the amount of \$64,899.45.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods

ACTION REQUESTED: Approval of sale agreement between Mark McGuire and the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Shirley Dahl

LEGAL COUNSEL'S RECOMMENDATION:

*Reviewed agreement
in Feb*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Sale Agreement

cc: Jerry Miller, Wyandotte Realty
Jeff Henze, Wayne County
Ann Leen, Wayne County
Mark McGuire

LOTTERY FORM TO ACQUIRE NSP3 HOME

Date: 2/1/15

TO: The Honorable Mayor and City Council
City Hall
Wyandotte, Michigan

RE: 1749 2nd

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- ☒ NSP3 SINGLE - FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- ☒ INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- ☒ COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- ☒ PURCHASE PRICE : Seventy Eight Thousand Six Hundred Sixty Six Dollars
(\$ 78,666.00)
- ☒ DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 0000185068.
Make check payable to the Minnesota Title Agency
- ☒ Enclosed Purchase Agreement *****ONE HOME MUST BE SOLD TO 50% OR BELOW AMI*****
- ☒ Enclosed Housing counseling Certificate ☒ 50% or Below of Area Median Income
- ☒ Enclosed Pre-Qualified Mortgage Letter ☐
- ☒ Purchaser understands the sale is subject to approval of Wayne County Home Program.

I/We hereby certify that income for the household has not changed since receiving the Certificate of completion of 8 hours of housing counseling.

SIGNATURE: [Signature]

NAME: Mark McGuire

ADDRESS: 25759 Hanover

Brownstown mi 48124

Phone: 734 558-5142

Appendix B

CITY OF WYANDOTTE
 3131 Biddle Avenue
 Wyandotte, Michigan 48192
 Telephone: (734) 324-4551
 Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City of
Wyandotte, Wayne County, Michigan, described as follows:
North 4' of Lot 35 all of Lot 36 and all of Lot 37 Except the North 10' Fordneys Sub L21p26WCR Lot size 53x100
 and being known as 1749 2nd Street, together with all improvements and appurtenances, including all lighting fixtures, shades,
 Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit,
 ALL APPLIANCES if any, now on the premises, and to pay therefore the sum of Seventy Eight Thousand Six Hundred Sixty
Six (\$78,666.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon
 the following conditions;

THE SALE TO BE CONSUMMATED BY:

(Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a FHA mortgage in the amount of \$ 64,899.45, and pay ONE PERCENT (1%) down including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage.
Purchaser's Default	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Seller's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

<i>Title Objections</i>	6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.

<i>Taxes and Prorated Items</i>	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with Due Date basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<i>Acceptance</i>	9. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. The Seller is hereby authorized to accept this offer and the deposit of _____ (\$786.00) Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ 18666 which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ 1.00.

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

12. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. **THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT HELP.**

13. The closing of this sale shall take place at the office of the ^{3400 91}City Engineer, 3431 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

14. THE PURCHASER MUST CLOSE THIS TRANSACTION WITHIN 90 DAYS OF THE EXECUTION OF THIS PURCHASE AGREEMENT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THIS PURCHASE AGREEMENT BECOMING AUTOMATICALLY NULL AND VOID AND FORFEITURE OF DEPOSIT.

Additional conditions, if any: See Addendum attached hereto and incorporate herein for additional Paragraphs

Witness:

Dated: _____, 2015

Charles E. Shivel

Charles E Shivel Agent

EVA Realty 313-304-6234

Dated: 1-23, 2015

SELLER: City of Wyandotte

By: _____
Its: _____
By: _____
Its: _____

PURCHASER:

Mark McGuire

Mark McGuire

1-23-15

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L. S
Purchaser

ADDENDUM TO PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 1749 2nd
Wyandotte, Michigan

- MM 15. The Purchaser acknowledges that The City of Wyandotte (Seller) has provided the Purchaser a "Fair Housing and Equal Opportunity for All" pamphlet issued by the U.S. Department of Housing and Urban Development (HUD).
- MM 16. The Purchaser does hereby grant permission to the City of Wyandotte to use his/her photo and name in any lawful publication for the promotion of the City's Neighborhood Stabilization Program or any other approved City programs by signing photo release labeled Attachment A."
- MM 17. Household includes all persons residing at the current residence or persons living at the current residence during the past twelve (12) months. Purchaser acknowledges that the number of household members or income has not changed since his/her submission of NSP3 application.
- MM 18. Any proposal submissions exceeding one (1) per household will be disqualified. Purchaser acknowledges that they will have not submitted any other proposals for the same NSP2 home.
- MM 19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.
- MM 20. This Agreement is contingent upon the approval of the Wyandotte City Council, National Faith and Wayne County and approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.
- MM 21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.
- MM 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.
- MM 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.

Charles E. Shivel
Charles E Shivel Agent
EVA Realty 313-304-6234
Dated: 1-28-15

PURCHASER:

Mark McGuire 1-28-15
Mark McGuire Dated

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Attachment "A"

Photo Release Form

I hereby grant the City of Wyandotte, its successors and those acting under its authority permission to use the likeness and name of my family and myself in a photograph in any and all of its publications, including website entries, without payment or any other consideration.

I understand and agree that these materials will become the property of the City of Wyandotte and will not be returned.

I hereby irrevocably authorize City of Wyandotte to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the City of Wyandotte's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein likeness of my family or myself appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge the City of Wyandotte, its successors and those acting under its authority from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to contract in my own name and in the names of my family members which are not competent. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Mark McGuire 1-28-15
(Applicant's Signature) Mark McGuire (Date))

(Printed Name) (Date)

(Co-Applicant's Signature) (Date)

(Printed Name) (Date)

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:
I hereby certify that I am the parent or guardian of _____, named above,
and do hereby give my consent without reservation to the foregoing on behalf of this person.

(Parent/Guardian's Signature) (Date)

(Parent/Guardian's Printed Name)



LIGHTHOUSE EMERGENCY SERVICES HOMEBUYER EDUCATION PROGRAM

Certificate of Completion

Mark McGuire

January 17, 2015

*Has completed the Lighthouse Emergency Services **Eight Hour** Homebuyer Education Training*

*** Certificate is valid for one year from date ***


Sheila E. Lincoln
☒ NeighborWorks Certified Counselor
☒ MSHDA Certified Counselor



NeighborWorks®
CHARTERED MEMBER





Date: 1/27/2015

Loan Number: 1064193

Mark McGuire

25759 Hanover
Brownstown, MI, 48134

Dear Mark McGuire,

I am pleased to inform you that you have been **conditionally approved** for the following mortgage loan based on the information you have provided during your initial application and preliminary credit review.

- Loan Amount: \$68,732.00
- Purchase Price: \$70,000.00
- Loan Type: FHA
- Subject Property Address: To Be Determined

This letter does not guarantee that we will fully approve your mortgage loan application. Our decision is based upon the information you have initially provided to us, and our final loan decision remains subject to additional conditions that must be timely met, including, but not limited to the following:

- Verification of the total monthly income you provided in your initial loan application
- Verification of the total liquid assets you provided in your initial application
- A property with a sales price of no more than \$70,000.00
- Any other items we deem necessary to underwrite and/or secure your loan

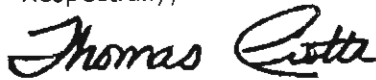
To complete your mortgage loan application, you will be asked to furnish income and asset information for verification of the income and asset amounts stated on your initial application, including paystubs, IRS Form W-2's, your two most recent federal tax returns, business tax returns if applicable, bank statements, investment statements, and other documentation.

We need to receive this information within 90 days of the date of this letter. If we do not receive it by then, we will regrettably be unable to give further consideration to your credit request and will close your file. ***This is not a rate lock commitment.***

Please feel free to contact me with any questions. Thank you for your business - I look forward to working with you.

Loan Number: 1064193

Respectfully,

A handwritten signature in black ink that reads "Thomas Ciotti". The signature is fluid and cursive, with the first name "Thomas" and last name "Ciotti" clearly legible.

Thomas Lawrence Ciotti
NMLS ID: 153571
MB Financial Bank, N.A.
Phone: 734-287-4700
Fax:
Email: tcciuti@MBMortgage.com

NOTICE:

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.



Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent -- limited service agreement
- ☒ Buyer's agent
- ☐ Buyer's agent -- limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Charles Shivel
 Licensee **Charles Shivel**

1-28-15
 Date

 Licensee

 Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

Mark McGuire
 Potential ☒ Buyer ☐ Seller (check one) **MARK McGuire**

1-28-15
 Date

 Potential ☐ Buyer ☐ Seller (check one)

 Date

Disclaimer This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

RELEASE

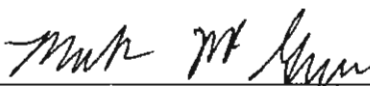
WHEREAS, MARK MCGUIRE, purchased an NSP3 home at 1749 2nd Street, Wyandotte from the City of Wyandotte, and

WHEREAS, the warranty for said home construction has expired, and

NOW THEREFORE, the undersigned completely releases the City of Wyandotte and all its employees and agents ("City"), DMC Construction all its employees and agents ("DMC"), and Wayne County and all its employees and agents ("County") from any and all claims that the undersigned may have against City, DMC, and County concerning the construction and sale of 1749 2nd Street, Wyandotte, Michigan to the undersigned.

The undersigned further acknowledges that items indicated on Exhibit A attached to the Purchase Agreement have been completed and accepted by Mr. McGuire.

Dated: 2-16-2015



Mark McGuire

ADDENDUM "A" TO PURCHASE AGREEMENT

FOR

1749 2ND ST. WYANDOTTE, MI. 48192

THE PURCHASER CONDUCTED A WALK THRU ON THE HOME LOCATED AT 1749 2ND ON 2/16/15 AND THE REQUESTS THAT THE CITY ADDRESS THE FOLLOWING:

1. WATER WAS FOUND STANDING ON THE BASEMENT FLOOR IN THE ROOM UNDER THE BACK PORCH. WOULD LIKE CLEANED UP AND REPAIR SOURCE OF WATER.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: March 2, 2015

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP3 home at 1749 2nd Street; AND

BE IT RESOLVED that Council hereby accepts the offer for 1749 2nd Street from Mark McGuire, Brownstown, Michigan in the amount of \$78,666.00. Mark McGuire is between 50% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$13,766.55 (which will be a lien with Wayne County). If the home is maintained as owner occupied for ten (10) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$64,899.45; AND

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

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	_____

Residential: \$300.00
Commercial: \$600.00
Plan Development \$1,000.00

CITY OF WYANDOTTE
3131 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551

15

APPLICATION FOR REZONING

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at 633 Ford Ave. (#639) between 7th Stet.
STREET ADDRESS STREET
and R.R. Tracks on the S side of the street, and is known as lot(s) number
STREET N-S-E-W
of see attached Subdivision,

Lot Size _____

The property is owned by:

Name CITY OF WYANDOTTE Post #1136
VETERANS OF FOREIGN WARS OF THE U.S.

Street Address 633 Ford Ave. (#639)

City Wyandotte

State Mich.

Zip 48192

Phone # 734-283-0813
734-282-2008

PRESENT ZONING: B-1

REQUESTED ZONING: B-2

It is proposed that the property will be put to the following use: Future outdoor
cafe

****REQUIRED FOR P-1 or RM-1A****

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

****OPTIONAL****

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: James Macek commander Address: 633-Ford Ave

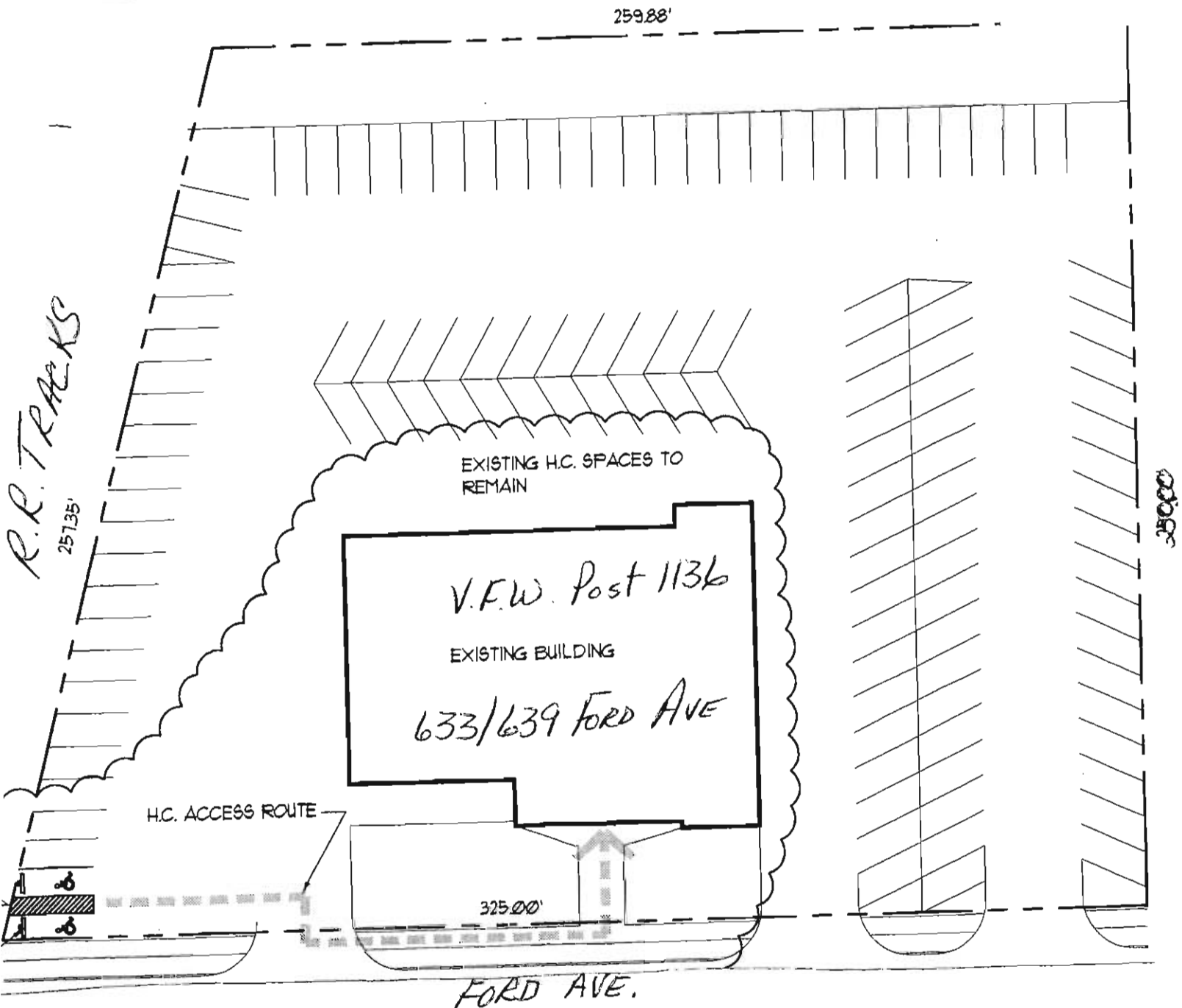
OFFICE USE ONLY

Receipt # 118686 Date: 2-24-15

Engineer's Signature Matt Bonin

LEGAL DESCRIPTION:

THAT PART OF BLOCK 6 LYING WEST OF THE RAILROAD AND EAST OF TTH S. (FORMERLY FIFTH AVE) EXCEPT A 60 FOOT STRIP OFF EAST SIDE OF SAID LAND TAKEN FOR RAILROAD, J.M. WELCH'S SUB. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF NORTH LINE OF BLOCK 6, J.M. WELCH'S SUB. OF PART OF EUREKA IRON AND STEEL WORKS SUB OF PART OF SECTION 29, TOWN 3 SOUTH, RANGE 11 EAST, WEST OF D.M. AND T. R.R., ECORSE, WAYNE COUNTY, MICHIGAN AS REPORTED IN LIBER 21, PAGE 46 OF PLATS, W.C.R. AND THE WESTERLY LINE OF A STRIP OF PROPERTY, 60 FEET IN WIDTH LYING NEXT WEST OF AND ADJOINING THE RIGHT OF WAY LINE OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY, THENCE NORTH 89 DEG. 6 MIN. WEST, A DISTANCE OF 232 FEET TO A POINT: THENCE DUE SOUTH 250 FEET TO A POINT: THENCE SOUTH 89 DEG. 6 MIN. EAST, A DISTANCE OF 166.88 FEET TO A POINT ON SAID WESTERLY LINE OF A STRIP OF PROPERTY 60 FEET IN WIDTH LYING NEXT WEST OF AND ADJOINING RIGHT OF WAY LINE OF LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY: THENCE NORTHERLY ALONG THE SAID LINE 257.12 FEET TO POINT OF BEGINNING.



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2, 2015

AGENDA ITEM # 16

ITEM: File #4634 – LAWN CUTTING SERVICES 2015

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski 2-25-15

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: The City of Wyandotte has vacant Tax Increment Finance Authority (TIFA) lots and Memorial Park that require grass cutting. U.S. Lawns is willing to maintain their current unit rates from last year's Contract. The contract provides for extension of this contract with approval of the City Council. See attached contract extension and certificate of insurance.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer to extend U.S. Lawns contract for next year.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work from Account No. 492-200-850-520 \$25,931.00 for the City lots, Account No. 101-448-825-480 \$9,480.00 for Memorial Park and \$1,589.00 from the 2016 budget.

IMPLEMENTATION PLAN: The resolution and all necessary documents will be forwarded to U.S. Lawns informing them of the decision of the City to extend his contract for one more year.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Sanjiv*

LEGAL COUNSEL'S RECOMMENDATION: *W. Jock - Review contract*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS:

Contract Amendment

Certificate of Insurance

Unit Rate for Grass Cutting

C

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: March 2, 2015

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council concurs with the City Engineer and hereby extends US Lawns contract in an amount of \$37,000.00 for the Lawn Cutting services from Account No. 492-200-850-520 \$25,931.00, Account No. 101-448-825-4801 \$9,480.00 and \$1,589.00 from the 2016 budget; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign all the required documentation.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

AMENDMENT TO CONTRACT
FILE 4634 LAWN CUTTING SERVICES – CITY OF WYANDOTTE

ARTICLES OF AGREEMENT, made and entered into this 3rd day of January 2015,
by and between the CITY OF WYANDOTTE, party of the first part, and U.S. Lawns,
Southgate, County of Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added the 2015 Grass Cutting Program.
2. This contract shall be increased by the estimated amount of \$37,000.00
3. Completion date for this additional work shall be November 30, 2015.
4. The unit prices and contract conditions will remain the same as in the original contract.
5. Insurance Policies and Certificates will be submitted by the party of the second part to cover the extended period of time.

IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

Joseph Peterson, Mayor

William R. Griggs, City Clerk

PARTY OF THE SECOND PART

U.S. Lawns

Carl Howe
WITNESS

[Signature]
WITNESS

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regency Insurance Group 1690 Watertower Pl East Lansing MI 48823		CONTACT NAME: Nadine Dockstader PHONE (A/C, No, Ext): 517-664-2770 FAX (A/C, No): 517-664-2787 E-MAIL ADDRESS: NDockstader@regency-group.com	
INSURED USLAW-3 US Lawns of Livonia & Cutting Edge Creations RFC LLC DBA: 15040 Dumay Street Southgate MI 48195		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance, A Mutual Co. NAIC # 22543 INSURER B: MHI SIWCF INSURER C: Midwest Employers Casualty 23612 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 876886016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	TC3164353	5/1/2014	5/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	A3164354	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CU3164355	5/1/2014	5/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	Y	N/A	USLAW2H USLAW2H	7/1/2014 7/1/2014	6/30/2015 6/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****NOTE-THE GENERAL LIABILITY POLICY PROVIDES ADDITIONAL INSURED COVERAGE PER WRITTEN CONTRACT, PER POLICY PROVISIONS.**** The City of Wyandotte is included as additional insured on all policies, except Workers Compensation policy. Waiver of Subrogation applies on all policies in favor of the City of Wyandotte, its employees and agents, arising from this contract. See attached ILE 0550 for cancellation notice.

CERTIFICATE HOLDER

CANCELLATION

CITY OF WYANDOTTE
3200 BIDDLE AVE
WYANDOTTE MI 48192

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nadine Dockstader

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

City of Wyandotte
3200 Biddle Ave
Wyandotte, MI 48192

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 2 2015

AGENDA ITEM #

17

ITEM: Hold harmless agreement for 3247 Biddle Avenue, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 2-24-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Engineering Department received a request from DiClaudio Construction 3247 Biddle, Wyandotte, to utilize the City owned parking lot as a construction lay down area as per the attached drawing. Attached please find a Hold Harmless Agreement to allow them to occupy this area for construction materials and equipment.

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 Hold Harmless agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None.

IMPLEMENTATION PLAN: Concurrences of approval by City Council regarding Hold Harmless agreement. .

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

Shirley Dale

LEGAL COUNSEL'S RECOMMENDATION:

W. Fark

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Hold Harmless Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 2, 2015

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that the communication from the City Engineer regarding the Hold Harmless agreement for the allowance of a construction lay down area in the parking lot behind 3247 Biddle is hereby received and placed on file; AND

BE IT RESOVLED that Council approves the Hold Harmless agreement between DiClaudio Construction and the City for the placement of their construction lay down area behind 3247 Biddle Avenue in the City owned parking lot provided that the Hold Harmless Agreement is executed by DiClaudio Construction.

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	_____

HOLD HARMLESS AGREEMENT
and RELEASE

In consideration of the City of Wyandotte granting permission to DiClaudio Construction, President, to utilize the City owned parking lot behind 3247 Biddle as a construction lay down area as per the attached drawing, the undersigned hereby assumes all risk and liability relating to the aforementioned activity, and the undersigned agrees to hold harmless and indemnify the City of Wyandotte and all city officials, employees, volunteers and agents from all liability or responsibility whatever for injury (including death) to persons, or for any damage to any City of Wyandotte property, or to the property of others arising out of or resulting from the aforementioned use.

The undersigned further does hereby remise, release and forever discharge said City of Wyandotte, its officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of either directly or indirectly, from the aforementioned use.

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

Agreed to this day of _____, 2015

DiClaudio Construction

By: Nick DiClaudio, President

Address: _____

Phone: (H) _____ (C) _____

E-mail: _____

February 17, 2015

City of Wyandotte
Honorable Mayor Peterson
3200 Biddle Avenue
Wyandotte, MI 48195

RE: Abrahamson Building – 3247 Biddle Avenue

Dear Mr. Mayor and Council Members,

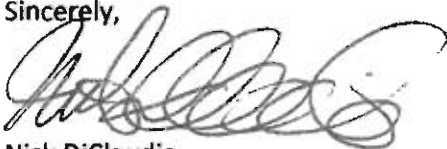
It recently has come to our attention that the previous builder for the Abrahamson Building applied for, and then withdrew, a request to use a portion of the municipal parking lot directly behind the building site as a "Construction lay down area". The Owners, as well as the Building Department, believed to have had City permission for this use during the construction process, only to find out that the request was withdrawn prior to making it to the City Council for consideration.

I respectfully request the use of the municipal parking area located off Eureka Road behind the "Abrahamson" project on the corner of Biddle Avenue for material staging and equipment storage during the course of construction. I have including a sketch of the temporary fenced parking area that is affected and agreeable with the Engineering Department.

I am requesting this agreement with The City of Wyandotte for a limited time. The project is progressing nicely; however, the harsh winter conditions have slowed the project slightly. As of this date, we have scheduled the project to be completed early summer of 2015.

Thank you for your consideration in this matter. If I can provide you with any additional information, please feel free to contact me at your earliest convenience.

Sincerely,



Nick DiClaudio
DiClaudio Construction Co., Inc.

