AGENDA

REGULAR SESSION
MONDAY, AUGUST 24, 2015 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

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

COMMUNICATIONS - MISCELLANEOUS

1. Communication from Gilbert Rose, President, The Chelsea Group, regarding use of City sidewalk.

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

2. Communication from Fire Chief regarding Interlocal Agreement creating the Downriver MABAS Division
3. Communication from City Engineer regarding Animal Shelter
4. Communication from City Engineer regarding hiring Electrical Inspector
5. Communication from City Engineer to purchase additional 96 gallon toters
6. Municipal Services - Year to Date Results-Period ending 6/30/15
7. Communication from Municipal Service Asst. Mgr. regarding Bond Ordinance

CITIZENS PARTICIPATION

HEARINGS

SHOW CAUSE HEARING
OPPORTUNITY TO SHOW CAUSE
WHY THE STRUCTURE AT 2136 BAUMEY
SHOULD NOT BE REMOVED
IN ACCORDANCE WITH THE CITY'S
PROPERTY MAINTENANCE ORDINANCE

FIRST AND FINAL READING OF AN ORDINANCE:

AN AMENDED AND RESTATED ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE OF CITY OF WYANDOTTE ELECTRIC SYSTEM REVENUE BONDS UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED FOR THE PURPOSES OF PAYING COSTS OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, ENLARGEMENT, EXTENSION OR REPAIR OF THE CITY OF WYANDOTTE ELECTRIC SYSTEM AND REFUNDING OUTSTANDING ELECTRIC SYSTEM REVENUE BONDS; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; AND TO PROVIDE FOR RELATED MATTERS.

FINAL READING OF ORDINANCE

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY FORMERLY KNOWN AS 600-604 POPLAR FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO ONE FAMILY RESIDENTIAL DISTRICT (RA)

REPORTS AND MINUTES

Daily Cash Receipts August 18, 2015

REGULAR MEETING

Regular session of the City Council of the City of Wyandotte, the meeting was called to order at 7pm, Honorable Joseph R. Peterson presiding.

PRESENT: Councilpersons Fricke, Galeski, Miciura, Sabuda and VanBoxell
ABSENT: Councilperson Schultz

PRESENTATION by Dr. David Wolf and Susan LaCroix RN from Henry Ford Wyandotte Hospital regarding Safe Sleep Program

PROCLAIM September as Safe Sleep Awareness Month

COMMUNICATIONS MISCELLANEOUS

*Late Item
August 17, 2015
Honorable Joseph R. Peterson and Council,

Our Lady of the Scapular is once again asking to use the lot on South East corner and the North West corner of 9th and Vinewood for Parking on Friday, August 28, Saturday, August 29, and Sunday, August 30, 2015.

As in the past, we will fence it off and clean the area after the Festival.

Please let me know if you will permit us this privilege once again this year.

Sincerely,
Rev. Mark A. Borkowski
Pastor

PERSONS IN THE AUDIENCE

Chris Calvin, 466 Sycamore addressed Mayor and Council regarding professionalism during Council meetings.

John Cook, 3551 17th St., addressed Mayor and Council regarding absentee landlords, trash and rodents. Large totes are a help. 3530 17th 1st St. is a problem.

William Jarosz, 2104 Baumy, addressed Mayor and Council regarding a fire at a house down the street.

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

REQUEST FOR COUNCIL ACTION

AGENDA ITEM #1
ITEM: Assignment and Assumption Agreement - 81 Chestnut
PRESENTER: Todd A. Drysdale, City Administrator
INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In December of 2009, the City of Wyandotte entered into an Operating Agreement with DV Historic Tax Credit Fund V, LLC ("Investor"), for the development and management of a community fine and performing arts center at the historic 1911 Masonic Temple located at 81 Chestnut. At this time, the ownership of the property was transferred to Wyandotte Art Center, LLC, an entity comprised of the aforementioned two entities. The primary purpose of this transaction was to benefit from historical tax credits which could not be realized by the City due to the fact that we do not pay income taxes. The Wyandotte Art Center, LLC, received $187,578 from the Investor as a result of this partnership.
Attached you will find notice that the Investor exercised the Put Option pursuant to Section 10.2 of the Operating Agreement. This exercise requires the City to purchase the Investor Member's interest in the Wyandotte Art Center, LLC. The Put Price to be paid by the City is $28,742 based on the Assignment and Assumption Agreement being executed on August 18, 2015. Note that the letter of exercise indicated a slightly lower Put Price based on an earlier anticipated date of execution.
STRATEGIC PLAN/GOALS: To be financially responsible and to provide the finest services and quality of life.
ACTION REQUESTED: Authorize the Mayor and City Clerk to sign the Assignment and Assumption Agreement on behalf of the City and the City Administrator to sign the same agreement on behalf of the Wyandotte Art Center, LLC.
BUDGET IMPLICATIONS & ACCOUNT NUMBER: Payment of $28,742 from the Wyandotte Art Center, LLC, whose cash balance was derived from tax credits, investor contribution, and rent paid by the Downriver Council of the Arts for 81 Chestnut.
IMPLEMENTATION PLAN: Payment will be wired to Investor on August 18, 2015.
COMMISSION RECOMMENDATION: N/A
CITY ADMINISTRATOR'S RECOMMENDATION: Concur
LEGAL COUNSEL'S RECOMMENDATION: Approved to Form (Signature on File)
MAYOR'S RECOMMENDATION:
LIST OF ATTACHMENTS:
1. Letter dated July 30, 2015 from Dudley Ventures
2. Assignment and Assumption Agreement

REQUEST FOR COUNCIL ACTION

AGENDA ITEM #2
ITEM: Sale of City Owned Property former 1170 22nd Street (22.06'x150.02')
PRESENTER: Mark A. Kowalewski, City Engineer
INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski
BACKGROUND: This property was purchased with UDAG Funds. Recommendation is to sell the 22.06 feet of the Former 1170 22nd Street to the adjacent property owners at 1162 22nd Street, for the amount of $1,103.00 which is based on $50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 66.17' x 149.95'.
STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.
ACTION REQUESTED: Approve Purchase Agreements to sell property to the adjacent property owners.
BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A
IMPLEMENTATION PLAN: Once approved a closing will be scheduled.
COMMISSION RECOMMENDATION: N/A
CITY ADMINISTRATOR'S RECOMMENDATION:
LEGAL COUNSEL'S RECOMMENDATION:
MAYOR'S RECOMMENDATION:

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

REOUEST FOR COUNCIL ACTION

AGENDA ITEM #3
ITEM: Assessing 2015 Fiscal Year Budget Amendment
PRESENTER: Thomas R. Woodruff, City Assessor
INDIVIDUALS IN ATTENDANCE:
BACKGROUND: The DCA (Downriver Consolidated Assessing) Board of Directors has agreed to purchase the services of CoStar to assist in the assessing of commercial and industrial properties. This is to be a shared expense of our three members as well as Lincoln Park, Melvindale and Woodhaven. The cost to Wyandotte is approximately $1,200 per year. Wyandotte will pay the contract fee of $574.00 per month and bill the other five Cities. We need a budget amendment to the Expenditure Account of line item 101-209-825-370 of an additional $4,000.00 to cover this expense. Also I am requesting a budget amendment to the Revenue Account showing income from the following Cities:

Amount	City	Revenue Account
$1,200.00	Riverview	101-000-630-052
$1,200.00	Southgate	101-000-630-052
$1,200.00	Woodhaven	101-000-630-052
$1,200.00	Lincoln Park	101-000-630-052
$1,200.00	Melvindale	101-000-630-052

STRATEGIC PLAN/GOALS: All commercial and industrial properties in Wyandotte will be substantiated and concise.
ACTION REOUESTED: Adopt the resolution concurring with the Assessor's recommendation of a 2015 Fiscal Year Assessing expenditure budget amendment in the amount of $4,000.00 and revenue amendment in the amount of $6,000.00.
BUDGET IMPLICATIONS & ACCOUNT NUMBER:
Expenditure Account # 101-209-825-370 for $4,000.00
Revenue Account # 101-000-630-052 for $6,000.00
IMPLEMENTATION PLAN:
COMMISSION RECOMMENDATION:
CITY ADMINISTRATOR'S RECOMMENDATION:
LEGAL COUNSEL'S RECOMMENDATION

REQUEST FOR COUNCIL ACTION

AGENDA ITEM #4
ITEM: Special Event Application - City Property Use
PRESENTER: Heather A. Thiede, Special Events Coordinator
INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Events Coordinator
BACKGROUND: Below please find the requested dates for streets/property downtown Wyandotte Businesses would like to utilize for their events or daily business. The WBA is asking permission for the following items: (see attached Special Event applications for details)
Rivers Edge Gallery

- Permission to utilize city sidewalks/property on August 21st 2015 for an artist demonstration from 5 to 10 pm

Yogurt Town

- Permission to utilize city sidewalks/property on August 21st 2015 for a tent to promote their business

- Permission to utilize city property/sidewalks from August 17th to December 31st 2015 for tables and chairs

Willow Tree and Chelsea

- Permission to utilize city property/sidewalks from August 17th to December 31st 2015 for merchandise/tents

Tongues Coffee

- Permission to utilize city property/sidewalks from August 13th to December 31st 2015 for tables and chairs

If there are any costs for any city staff/material/property for said event, the businesses will be responsible for those fees no later than 30 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the businesses. This means any glass, spills; broken items will need to be cleaned during the event. The businesses must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement provided by our City Attorney. (Please see the attached applications).

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 Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their activities held on the above dates.

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:

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Information sheet

REQUEST FOR COUNCIL ACTION

AGENDA ITEM #5

ITEM: Special Event Application - Entertainment Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contract assembled and recommended by my office for the Music in the Park Event. *For details please see the below listing.*

The Wanderers Trio - $350

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:
285.225.925.730.812 - $350
IMPLEMENTATION PLAN: Contract to be signed by Mayor Joseph R. Peterson and William Griggs, City Clerk to be returned to Heather A. Thiede for implementation.
COMMISSION RECOMMENDATION: N/A
CITY ADMINISTRATOR'S RECOMMENDATION:
LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation, signature on file.
MAYOR'S RECOMMENDATION:
LIST OF ATTACHMENTS: Contract

CITIZEN PARTICIPATION

Chris Calvin, 466 Sycamore addressed Mayor and Council regarding Agenda Item #4/Special Event Permits - City Property Use.

HEARING

SHOW CAUSE HEARING
OPPORTUNITY TO SHOW CAUSE
WHY THE FOUNDATION AT OAK AND 2ND STREETS
(S.W. CORNER) SHOULD NOT BE REMOVED
IN ACCORDANCE WITH THE CITY'S
PROPERTY MAINTENANCE ORDINANCE

Held in abeyance for two months

FIRST READING OF ORDINANCES

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY FORMERLY KNOWN AS 600-604 POPLAR FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO ONE FAMILY RESIDENTIAL DISTRICT (RA)

REPORTS AND MINUTES

Daily Cash Receipts	July 27-August 11, 2015
Zoning Board of Appeals	August 5, 2015
Planning Commission	July 16, 2015

RECESS
RECONVENE
PRESENT: Councilpersons Fricke, Galeski, Miciura, Sabuda and VanBoxell
ABSENT: Councilperson Schultz

RESOLUTIONS

By Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.
ROLL ATTACHED

By Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the Assignment and Assumption Agreement with DV Historic Tax Credit Fund V, LLC, (Investor) and
CONCURS with the recommendation to execute said agreement with acquires the membership interest of the Investor for $28,742 and
FURTHER, RESOLVED BY THE CITY COUNCIL that the Council authorizes the Mayor and City Clerk to sign the Assignment and Assumption Agreement on behalf of the City and the City Administrator to sign the same agreement on behalf of the Wyandotte Art Center, LLC.
Motion carried.
NAY: Councilperson Galeski

By Councilperson Sabuda, supported by Councilperson Fricke
BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sell 22.06 feet of the former 1170 22nd Street to the adjacent property owners at 1162 22nd Street for the amount of $1,103.00; AND
BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said documents.
Motion unanimously carried.

By Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED by City Council that Council hereby concurs with the recommendations of the City Assessor and approves the necessary 2015 Fiscal Year Budget amendments as submitted.
Motion unanimously carried.

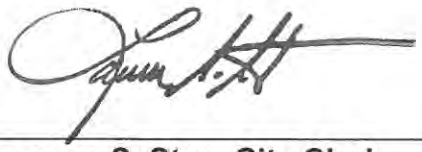
By Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED by City Council that permission is granted to Rivers Edge Gallery, Yogurt Town, Willow Tree, Tongues Coffee and Chelsea to utilize the City sidewalk for the Third Friday Event schedule for August 21, 2015 provided they submit the required Hold Harmless and provide proof of the required insurance designating the City as an additional insured party.
BE IT FURTHER RESOLVED THAT the Special Event Coordinator (with assistance of the Police and Engineer's office) notify any known businesses that may be utilizing the City property or City sidewalk without prior City approval be directed to cease said use until permission is received.
Motion unanimously carried.

By Councilperson Sabuda, supported by Councilperson Fricke
BE IT RESOLVED by the City Council that the Council concurs with the Special Event Coordinator to approve the entertainment contract for the band, The Wanderers, in the amount of $350 for the 2015 Music in the Park as outlined in the provided communication dated August 17, 2015.
BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.
Motion unanimously carried.

By Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED by the City Council that a hearing was held on June 15, 2015 where all parties were given an opportunity to appear to have their attitude expressed in support of or in opposition of the removal of foundation structures at Oak Street and 2nd Street, Wyandotte, Michigan, or why said structure should not be demolished, removed or otherwise made safe; said hearing was held in abeyance for thirty (30) days; (July 20, 2015); three weeks (August 10, 2015) AND BE IT FURTHER
RESOLVED, that said hearing be held in abeyance for one week (August 17. 2015), and
FURTHER BE IT RESOLVED, that said hearing be held in abeyance for two months (October 19, 2015).
Motion unanimously carried.

By Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED, by the City Council that the total bills and accounts of $4,092,987.50 as presented by the Mayor and City Clerk are hereby APPROVED for payment.
Motion unanimously carried.

Council Councilperson Sabuda, supported by Councilperson Fricke
RESOLVED, that the meeting be adjourned at 8:27 p.m.
Motion unanimously carried.



Lawrence S. Stec, City Clerk

CHELSEA

The Chelsea Group, L.L.C. Chelsea • Willow Tree

www.chelseamenswear.com • www.willowtreefashions.com
2944 BIDDLE AVE., WYANDOTTE, MICHIGAN 48192
734.285.7020 • 734.285.0895 (FAX)

August 20, 2015

#1

TO: Honorable Mayor and Council
City of Wyandotte
Wyandotte, MI 48192

FROM: Gilbert Rose
President, The Chelsea Group LLC

RE: Council's Position on use of City Sidewalks in CBD, and, more specifically, the use of a tent in front of the Willow Tree women's wear store at 3000 Biddle Avenue

Gentlemen:

It won't surprise you that I take strong issue with the highly restrictive position the City has taken regarding the use of City sidewalks by downtown retailers. Let me take as little of your time as possible to spell out my position:

1. About ten years ago my company spent $1500 to purchase an ingenious folding tent to use in front of the Willow Tree store. We have used it all this time without episode, and it has significantly helped us to do business and to draw traffic into the store.
2. As to the liability issue that came up at last week's Council meeting, we have signed a hold harmless agreement with the City and given the City an insurance certificate, a copy of which is attached. Consequently, there is no liability to the City.
3. As to the "blockage" issue that also came up at Council, please review the attached photo. There is more than adequate room for people to walk past this tent in complete safety, unless they happen to be texting or staring into a smart phone. In short, there is no "blockage" issue.

4. We've been doing business in Downtown Wyandotte since 1943. In 72 years we've never done anything to harm or embarrass the City or put it at risk.
5. We own our own buildings and pay about $25,000 a year in real estate taxes.
6. As to the sidewalk being a "City" sidewalk, of course it's a City sidewalk. But it's also *our* sidewalk; why else would we still be paying off a $20,000 sidewalk assessment on the Willow Tree building? Why can't we use that sidewalk responsibly to promote our business, as long as the City is protected with adequate insurance?
7. We're one of the few retailers maintaining Sunday hours in the CBD. We're open Noon until 4PM on Sunday, 52 weeks out of the year. Have you checked out Downtown Wyandotte on Sunday? It's a ghost town except for the car traffic. With the tent in place people readily knew that we were open for business. Now, who knows?

Downtown retail establishments use all sorts of devices to market their businesses. They use banners, pennants, flags, swinger signs, sidewalk cafes as well as tents. I say, allow them all, encourage them all, be supportive as long as the City is being properly indemnified.

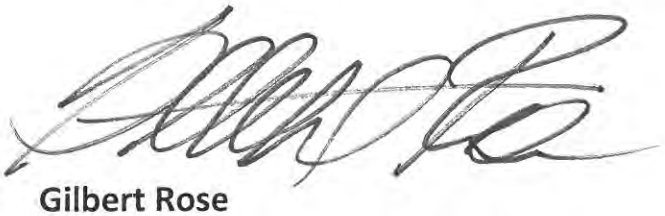
I would encourage you people, Mayor and Councilmen , to be cheerleaders for our businesses. Support them, encourage them, be business friendly. Don't pass rules that make it more difficult for us to keep our doors open.

In case you didn't know, doing retail business in downtown Wyandotte is extremely challenging. Most retail business today is done by national chains, big box stores, regional malls and on the internet. Those of us who ply our trade in a downtown community like Wyandotte are a rare breed. We love our town, like what we do and we don't generally complain, but for crying out loud, please cut us a little slack. Frankly, the message you are sending sounds as though you don't much care if we go out of business.

We're very fortunate right now in that there is more business investment going on in our CBD than at any time in my 53 years in Wyandotte. You, our City fathers, should be doing everything in your power to insure that the people

making these investments don't regret having made them in two or three years because the City was either indifferent or not appropriately supportive.

Thank you for your attention.



Gilbert Rose

Enclosures: 2

NEWTO-1 OP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2015

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 TDC Risk Management CA Lic # 0H27258 1440 Arrowhead Dr. Maumee, OH 43537 Thomas E. Hopkins, CPCU, AIC Phone: 419-891-9999 Fax: 419-794-7571	CONTACT NAME: Alyssa Emch PHONE (A/C, No, Ext): 419-794-3085 FAX (A/C, No): 419-794-7169 E-MAIL ADDRESS: aemch@tdcriskmanagement.com
INSURED Newton Investment Company, LLC 2944 Biddle Ave Wyandotte, MI 48192	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : HomeOwners Insurance — 26638 INSURER B : AutoOwners Insurance Co. — 18988 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.

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		05490794	05/17/2015	05/17/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			4949079400	05/17/2015	05/17/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

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

The City of Wyandotte is named as additional insured in regards to liability arising out of the operations of the insured on city sidewalk outside their premise at 3000 Biddle Ave.

CERTIFICATE HOLDER

City of Wyandotte

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

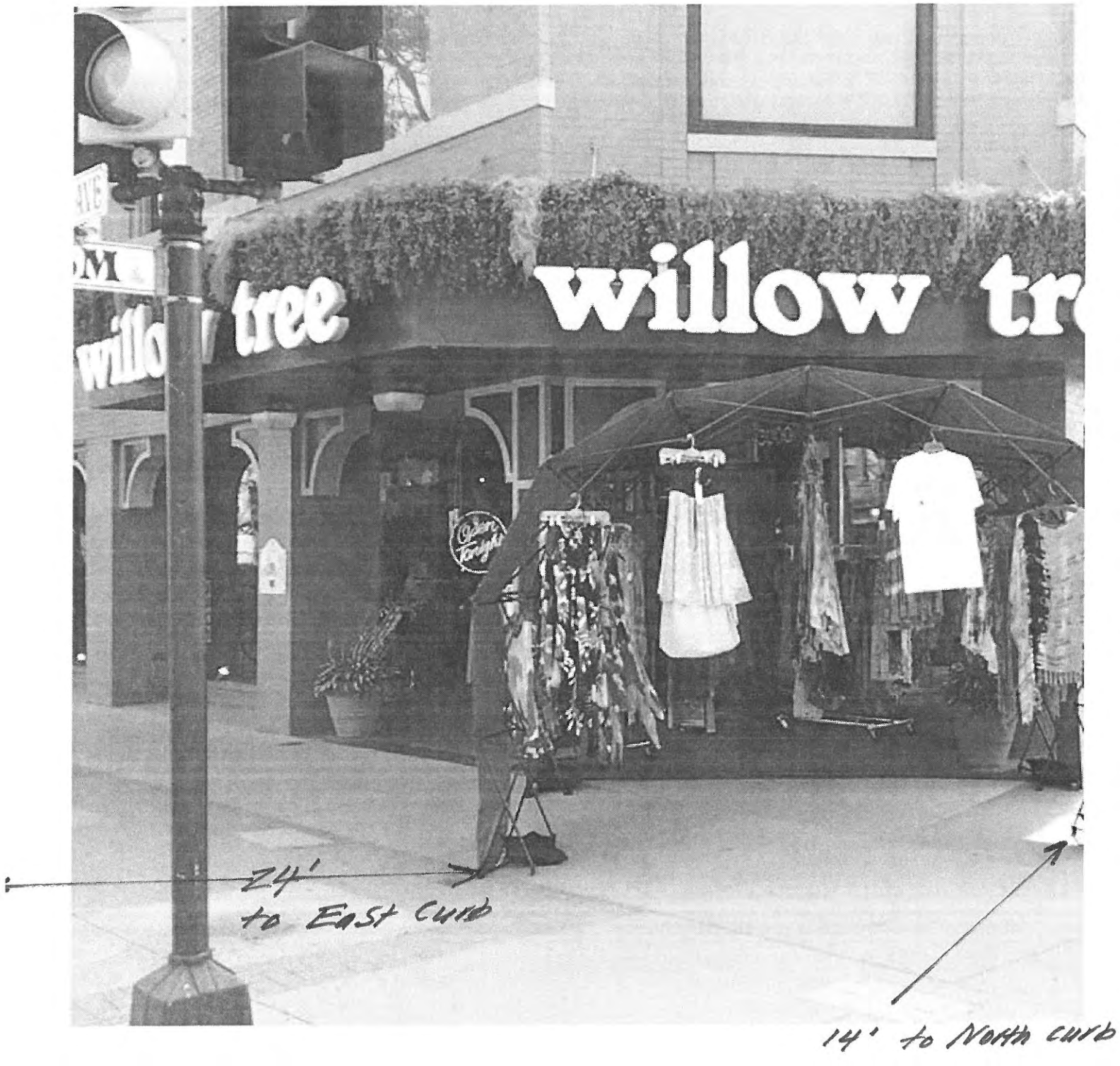
James E Edwards Jr

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Gilbert Rose

From: Janelle Rose <janelle@wyan.org>
Sent: Wednesday, August 19, 2015 2:00 PM
To: grose@wyan.org
Subject: Our tent



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 24, 2015 **AGENDA ITEM # 2**

ITEM: City of Wyandotte entering Interlocal Agreement creating the Downriver MABAS Division

PRESENTER: Jeffery Carley, Fire Chief JC

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

The Downriver Mutual Aid Fire Chief's mission has been to provide an environment whereby member fire departments can quickly and easily share manpower, resources, and training for the greater benefit of the citizens and responding personnel. The DMA recommends creating a Downriver Mutual Aid Box Alarm system (MABAS).

The purpose of the Mutual Aid Box Alarm System Plan - Michigan (MABAS) is to provide local fire chiefs with easy access to additional fire service resources that may be needed in a major fire, disaster or other major emergency. Most importantly, it is a practical approach to provide fire service resources in quantities beyond the means of any single fire department or current mutual aid agreements.

The Michigan Association of Fire Chiefs (MAFC) launched MABAS with assistance from the International Association of Fire Chiefs (IAFC), the Michigan State Police Emergency Management Homeland Security Division (MSP EMHSD), the Bureau of Fire Services, the Michigan Fireman's Association and other distinguished fire service providers to provide for the systematic mobilization, deployment, organization, and management of fire service resources to assist local agencies in a major fire, disaster or other major emergency. The local fire service agency is the first tier of defense in responding to the ravages of a disaster. No community has the resources sufficient to cope with all emergencies.

STRATEGIC PLAN/GOALS: To provide quality fire service to all citizens while remaining fiscal responsible.

ACTION REQUESTED: Adopt a resolution concurring with the City of Wyandotte Fire Chief to have the City of Wyandotte enter into the Interlocal Agreement creating the Downriver MABAS Division.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: $0.00

IMPLEMENTATION PLAN: Following the creation of the Downriver MABAS Division and training execute MABAS Intralocal agreement.

COMMISSION RECOMMENDATION: Concur with recommendation

LEGAL COUNSEL'S RECOMMENDATION: Reviewed as presented

CITY ADMINISTRATOR'S RECOMMENDATION: Dingsdale

MAYOR'S RECOMMENDATION:

Joseph R Peterson

LIST OF ATTACHMENTS

1. Mutual Aid Box Alarm System Michigan "Emergency Response Plan"
2. Michigan Mutual Aid Box Alarm System Interlocal Agreement
3. Letter from Police and Fire Commission

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 24, 2015

RESOLUTION by Councilman_____

RESOLVED by the City Council that

A RESOLUTION FOR APPROVAL OF THE CITY OF WYANDOTTE FIRE DEPARTMENT TO PARTICIPATE IN THE DOWNRIVER MUTUAL AID BOX ALARM SYSTEM DIVISION

WHEREAS, the City of Wyandotte has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, hazardous incident response, and other emergency response services ("Fire Services"); and

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents"); and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, the City of Wyandotte desires to enter into an interlocal agreement, pursuant to the Act, to further improve Fire Services; and

WHEREAS, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response; and

WHEREAS, as a result of entering into an interlocal agreement to further improve Fire Services, the Parties are creating the Downriver MABAS Division; and

WHEREAS, the City of Wyandotte has the authority to execute this Agreement pursuant to resolution of its governing body; and

WHEREAS, City of Wyandotte desires to commit personnel and equipment to another Party if deemed reasonable upon the request of another Party; and

NOW, THEREFORE BE IT RESOLVED: City of Wyandotte finds it is the best interest of its citizens from a safety and fiscal standpoint to enter into the Interlocal Agreement creating the Downriver MABAS Division, and FURTHERMORE, authorizes the Mayor and City Clerk to enter into the Michigan Mutual Aid Box Alarm System MABAS Interlocal Agreement.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen_____

Supported by Councilman_____

YEAS	COUNCIL	NAYS
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	VanBoxell	



MUTUAL AID BOX ALARM SYSTEM
MICHIGAN

"Emergency Response Plan"

August 2009
Version 8.9

Michigan Association of Fire Chiefs http://www.michiefs.org

3315 S. Pennsylvania Ave ♦ Lansing, MI 48910 ♦ Tel: 517-394-4398 ♦ Fax: 517-394-1117

TABLE OF CONTENTS

REVISIONS 3
CONCEPT AND DESIGN 4
Purpose 4
Scope 4
Key Concepts of the Plan 4
AUTHORITY 5
TRAINING COMPETENCIES/PHYSICAL REQUIREMENTS 5
STATE OF MICHIGAN EMERGENCY OPERATIONS CENTER (SEOC) 6
PLAN ADMINISTRATION/MAINTENANCE 7
Plan Revision Process 7
Organizational Structure and Responsibilities 8
MABAS – MI Organization 9
ACTIVATION OF THE PLAN 9
Request for Assistance 9
Resource Inventory 11
DEPLOYMENT OF RESOURCES 11
Time Frame for Deployment 11
Self Dispatch 11
Resource Tracking 11
DOCUMENTATION 12
Mission Book 12
Dispatch Information 12
Demobilization 13
LOGISTICAL SUPPORT 13
Self Contained 13
Communications 13
Force Protection 13
CODE OF CONDUCT 14
REIMBURSEMENT 14
Financial Assistance Availability 14
Documentation 14
Eligibility 15
Categories of Work 15
Expenses for Personnel 15
Expenses for Equipment 16
Rented Equipment 16
Processing Claims 16
Appendix "A" – MABAS - MI Emergency Response Plan DEFINITIONS 17
Appendix "B" – MABAS-MI RESOURCE DEFINITIONS 21
Appendix "C" - Code of Conduct 22
Appendix D - EXECUTIVE BOARD BY-LAWS 23

REVISIONS

DATE	REVISIONS
October 1, 2007	First Revision
	Second Revision
	Third E Revision
Jan 7, 2008	Fourth Revision
Jan 16, 2008	Fifth Revision
March 6, 2008	Sixth Revision
April 9, 2009	Seventh Revision
May 13, 2009	Eight Revision
July 15, 2009	9.8

CONCEPT AND DESIGN

Purpose

The purpose of the Mutual Aid Box Alarm System Plan - Michigan (the Plan) is to provide local fire chiefs with easy access to additional fire service resources that may be needed in a major fire, disaster or other major emergency. The Plan is based on a series of observed occurrences and shared experiences during recent disasters and major emergencies in the State of Michigan. It is also an evolution of our past experiences in dealing with the day-to-day incidents that continually challenge our resources and competencies. Most importantly, it is a practical approach to provide fire service resources in quantities beyond the means of any single fire department.

The Michigan Association of Fire Chiefs (MAFC) launched the Plan with assistance from the International Association of Fire Chiefs (IAFC), the Michigan State Police Emergency Management Homeland Security Division (MSP EMHSD), the Bureau of Fire Services, the Michigan Fireman's Association and other distinguished fire service providers to provide for the systematic mobilization, deployment, organization, and management of fire service resources to assist local agencies in a major fire, disaster or other major emergency. The local fire service agency is the first tier of defense in responding to the ravages of a disaster. No community has the resources sufficient to cope with all emergencies.

Scope

Michigan is susceptible to natural and man-made disasters, therefore accentuating the need for this level of coordination and preparation. The effective management of emergency response personnel during the incipient stage of any major incident and throughout its extended operations will have the most significant impact on life loss and the severity of injuries to the affected population. The Plan provides for the rapid activation and response of aid to a community in the event of a localized disaster. These events may include major fires, train derailments, tornadoes, hazardous materials incidents, wildland fires, domestic or foreign terrorism and other events that may overwhelm the local fire department. The Plan will serve as the mechanism to commit local fire, Emergency Medical Services (EMS), hazmat response, technical rescue, incident management and other special response resources to emergencies beyond the ability of existing local mutual aid systems.

Key Concepts of the Plan

The Plan is designed to enhance disaster management at the local, county, and state level of government and will:

1. Provide a simple method to immediately activate large quantities of fire, EMS and specialized personnel and resources.
2. Establish the positions, roles, and responsibilities necessary to activate and maintain this plan.

3. Compliment other disaster plans and existing mutual aid agreements at the local and state and federal level.
4. Utilize the Incident Command System (ICS) and the National Incident Management System (NIMS).
5. Serve as the mechanism for the mobilization of resources in a coordinated manner with various state and local agencies.

In addition, activation of the Plan does not diminish local command and control of the incident or the initial response of MABAS-MI resources.

AUTHORITY

The Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately.

TRAINING COMPETENCIES/PHYSICAL REQUIREMENTS

All participating agencies shall be responsible for obtaining and maintaining, all licenses, permits, certificates and governmental authorizations for its participating personnel to perform all of their obligations under any response. All personnel and agencies participating in the Plan shall comply with all federal and state laws, rules, regulations and orders applicable to participation in the Plan.

Responding personnel shall meet the following minimum requirements/compliance:

1) Michigan Firefighter's Training Counsel Firefighter II certification
2) Michigan Firefighter's Training Counsel Hazardous Materials Operations certification
3) National Fire Academy Incident Command System certification
4) National Incident Management System compliance

If a request for ALS Ambulances is made within the MAFC Emergency Response Plan (ERP) there shall be at a minimum, one licensed Paramedic and one licensed Basic Emergency Medical Technician. If a request is made for EMS personnel and transportation is not necessary, responding personnel shall hold a State of Michigan EMS license in accordance with their assigned duties.

Personnel responding with Hazardous Materials or Urban Search and Rescue (USAR) teams shall have certifications and training that meet local, state and federal requirements.

All participating agencies agree that they shall only deploy responders that are in acceptable physical condition to safely perform the duties of their position (fit for duty).

STATE OF MICHIGAN EMERGENCY OPERATIONS CENTER (SEOC)

The Michigan Emergency Management Act (MCL 401 et seq.) (the Act), sets forth the guidelines for disaster/emergency response in Michigan. The State Administrative Agency for Emergency Management/Homeland Security in Michigan is the Michigan State Police (MSP).

In the event an emergency or disaster is beyond the control of local agencies, the Chief Executive Official of a City or County may request additional resources from MSP and/or request the Governor declare a state of emergency or disaster. In the event that an emergency or disaster is beyond the control of State resources, the Governor may request federal resources through FEMA, and request that the President declare a federal state of emergency or disaster.

If an event is beyond the control of local agencies, State agencies will provide resources to local government according to the functional responsibilities outlined below. These functions are referred to as Emergency Support Functions (ESF). For each function, a designated State agency will have primary responsibility and will provide resources and leadership relating to that function.

** At this time the Michigan Emergency Management Plan does not support the NSF ESF numbering system. This plan is under review and changes will be made in the near future. The following table reflects current ESF functions and responsible state agencies.*

ESF	FUNCTION	RESPONSIBLE STATE AGENCY
1	Transportation	Michigan Dept of Management and Budget Michigan Department of Transportation
2	Communications and Warning	Department of Information Technology (MDIT) and Michigan State Police Emergency Management Homeland Security Division (MSP EMHSD)
3	Public Works & Engineering	Michigan Dept of Transportation (MDOT)
4*	Fire Fighting	Michigan Department of Labor and Economic Growth (DLEG) Michigan State Fire Marshal (SFM)
5	Information & Planning	MSP EMHSD
6*	Mass Care	Michigan Department of Human Services (MDHS)
7	Resource Support	Michigan Dept of Management and Budget (MDMB)
8	Health and Medical	Michigan Department of Community Health (MDCH)
9*	Search and Rescue	MSP
10*	Hazardous Materials	Michigan Dept of Environmental Quality (MDEQ)
11	Food and Water	Michigan Dept of Agriculture /Michigan Dept of Natural Resources (MDA) and Michigan Dept of Management and Budget (MDMB)
12	Energy	Michigan Dept of Labor and Economic Growth (DLEG)
13	Military Support	Michigan Dept of Military and Veterans Affairs
14	Public Information	MSP EMHSD
15	Volunteers and Donations	Michigan Department of Human Services (MDHS)
16	Law Enforcement	Michigan State Police
17	Animal Issues	Michigan Dept of Agriculture (MDA)

* Plan provides support for these ESF's

PLAN ADMINISTRATION/MAINTENANCE

MABAS – MI Executive Board

The coordination of the Plan, including its development, revision, distribution, training and exercising, is the responsibility of the MABAS – MI Executive Board (Executive Board). The Executive Board will oversee this process. The Executive Board will be comprised of the following:

- MABAS-MI President (Chairperson)
- MABAS-MI Vice-President (Vice-Chairperson)
- MABAS – MI Secretary/Treasurer
- MABAS-MI Division representatives (one representative from each MABAS-MI division) .

In addition to the above voting members, the Executive Board will have one non-voting representative from the following organizations:

- MSP, Division of Emergency Management and Homeland Security.
- Bureau of Fire Services.
- Central Dispatch, (a representative from a designated regional dispatch center).
- EMS (Government/Association).
- Michigan Professional Fire Fighters Union.
- Michigan State Fireman's Association.
- Legal Advisor

The Executive Board composition may be revised as needed as set forth in the Bylaws.

Plan Revision Process

September: The Executive Board members shall recommend any requested revisions to the Plan by written comment to the Chair by the November meeting of the Plan Committee.

January: At the Executive Board meeting, the Executive Board Chair shall summarize the recommended revisions to the Plan. The Executive Board shall provide preliminary direction as to the scope of the proposed changes and sends it back to the Plan Committee for final draft.

January: The Plan Committee shall prepare a final draft of the proposed revisions to the Plan for distribution to the members of the Executive Board. The Executive Board will review the proposed revisions and vote on adoption of the revised Plan at the March meeting.

April: The revised Plan shall be distributed to all Executive Board members and any revisions affecting training and/or operations will be incorporated into the Plan training packages and distributed accordingly. The revised Plan shall be posted on the MAFC Web site.

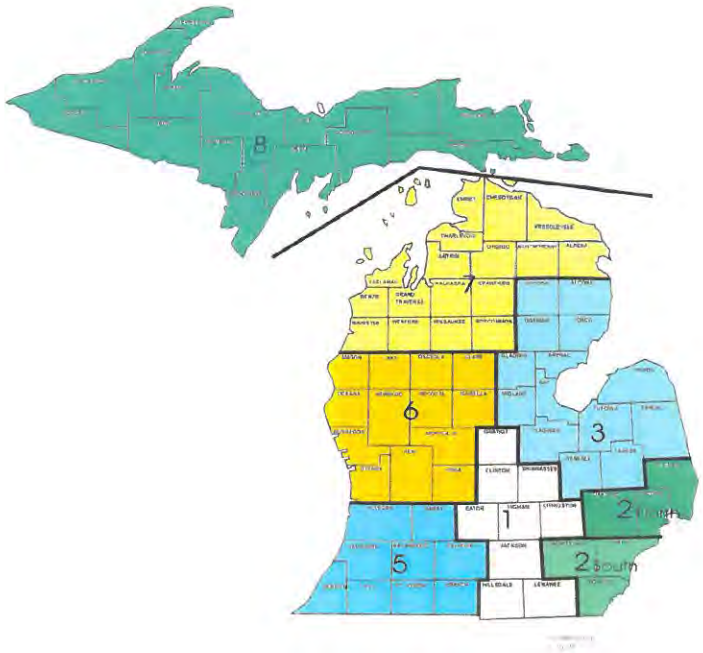
All changes to the Plan will be documented and included in a Plan Revision Log that will become a part of the Plan. Additionally, a record of those serving on each review process will be documented and included into the Plan Revision Log.

Organizational Structure and Responsibilities

The MAFC and Executive Board divided the state into seven regional response areas to match a request from MSP EMHSD for the purpose of maintaining the Plan. The regions are designated as numerals 1, 2, 3, 5, 6, 7 and 8 as shown below on Figure 1.

Within each region, a Regional Plan Coordinator shall be appointed to form a management team consisting of the Regional Plan Coordinator and the Division Plan Coordinators. Each Regional Management Team is responsible for tracking all available resources within the region. Division Coordinators shall be appointed for each division as a vital logistical link from the area. Alternates for each position should be appointed in the event that the primary person is not available during Plan activation.

The above appointments should be geographically separate from each other in the region. With the assistance of the Division Coordinators, the individual fire departments will be given the opportunity to designate resources available in support of the Plan. The combined resources of the seven regions comprise the Plan's resource network.



MABAS – MI Organization

See Appendix "D" for MABAS – MI Bylaws, Structure and Organization.

ACTIVATION OF THE PLAN

When a community is affected by an event that exceeds their capability, the Incident Commander will initially request additional assistance through their local mutual aid plan. The Plan recognizes that there are several variations of mutual aid systems throughout the State of Michigan. The Plan is not intended to replace or inhibit the development of any local or regional mutual aid system. When a local jurisdiction is no longer able to obtain additional assistance through the area mutual aid system, they may activate the MABAS-MI plan by requesting additional assistance.

Jurisdictions that have chosen not to participate in the MABAS-MI plan may still request mutual aid from the Michigan Emergency Management Assistance Compact (MEMAC) through their local Emergency Management Office. For immediate need responses, the request shall normally be made by the Incident Commander or their designee to the designated Dispatch Center.

Upon the activation of the local Emergency Operations Center (EOC), planned response requests for assistance shall be channeled from the Incident Commander to the local EOC and then the local EOC to the State Emergency Operations Center SEOC.

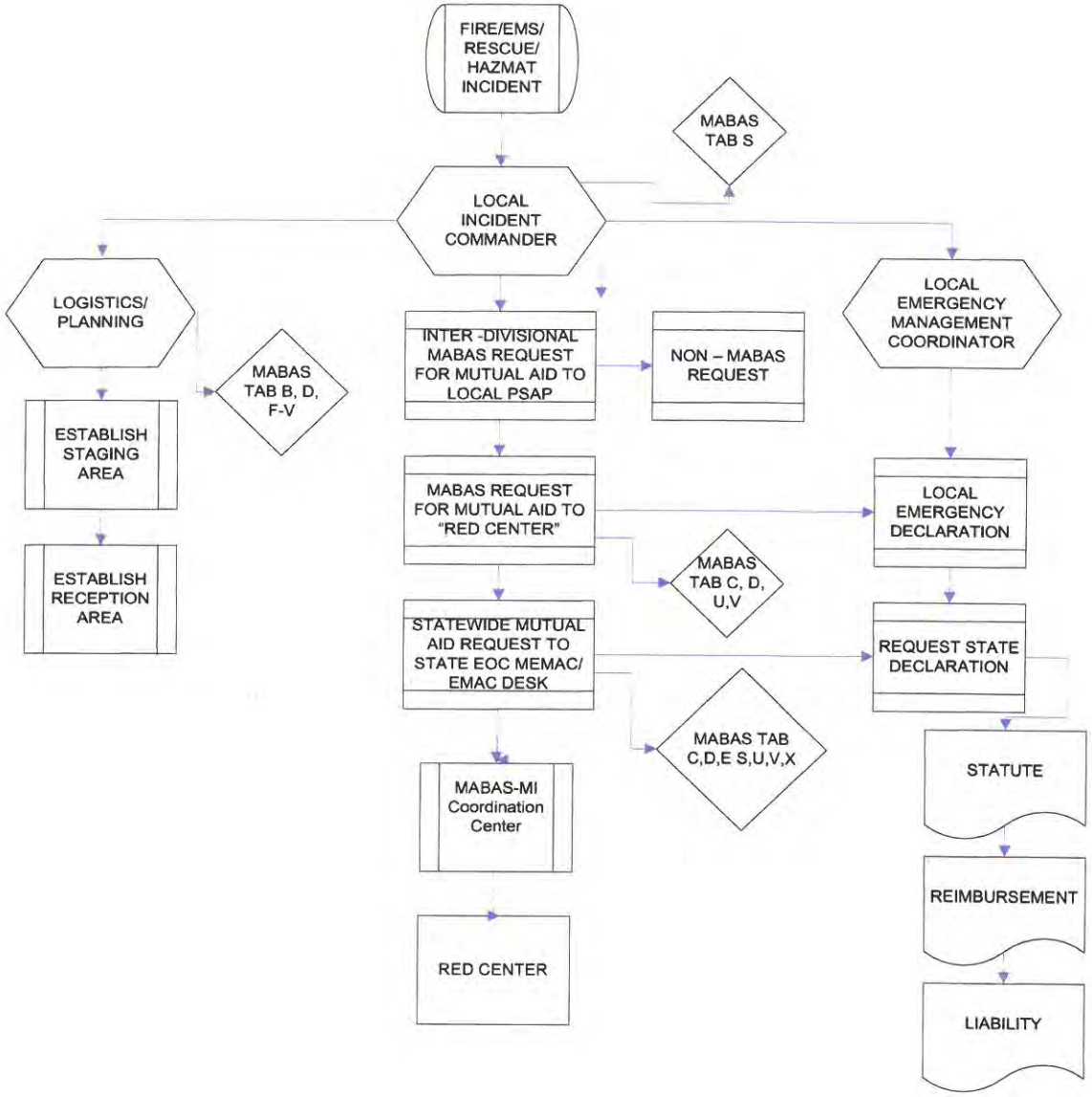
Request for Assistance

For an interdivisional activation of MABAS, requests will be handled by the Division Dispatch Center. Once interdivision resources have been overwhelmed a interegional request will be made from the Division Dispatch Center to the Regional Dispatch Center who shall then make contact to the appropriate MABAS-MI Divisional Dispatch Center.

All intraregional requests for assistance will be processed from the SEOC and the MABAS-MI Coordination Center through the designated MABAS-MI Regional Dispatch Centers. The SEOC will also contact the Executive Board and activate the MABAS-MI Coordination Center to advise of the activation and status of the response. The Coordination Center shall assist in the coordination of the response and a MABAS-MI representative shall be assigned to the local EOC of the affected jurisdiction to assist the local Emergency Manager.

Upon receiving a request for State-Wide inter-Regional assistance, the MABAS-MI Coordination Center will complete the Request for Assistance form listing exactly what resources are being requested, what Division resources have already been utilized, the anticipated duration of the mission and nature of the mission to which those resources will be assigned. The designated MABAS-MI Regional Dispatch Center will then fill the request.

MICHIGAN MABAS FLOW CHART



Page 1

Resource Inventory

Each Division will maintain an updated inventory of the equipment, vehicles and personnel which are available for response within the scope of the Plan. The participating agencies will review the resource inventory section for completion and submit to their Division Coordinator. The Division Coordinator shall gather the resource sheets and enter the information into the MABAS - MI database via E-team. A participating fire department may refuse a request if filling the request would be inappropriate within the Chief or his/her designee's sole discretion. The MABAS-MI Regional Dispatch Center and the Regional Coordinator will utilize the resource inventory as a guide to track available resources.

A method of typing resources is located in the MABAS-MI Reference Guide. The list of available resources shall be updated annually.

DEPLOYMENT OF RESOURCES

Time Frame for Deployment

Immediate Response: Time frame for deployment of these missions shall be as soon as possible but preferably within thirty (30) minutes of notice from the Division Dispatch Center. Unless otherwise stated, the anticipated duration of the deployment will be less than 24 hours. Deployed resources shall respond to the designated Staging Area.

Planned Response: Unless specified otherwise, the standard for a planned deployment shall be within three (3) hours of notice from the Division Dispatch Center. Unless otherwise stated, the anticipated duration of deployment will range from 24 hours to a maximum of 72 hours with an EMAC deployment of 72 hours to 14 days. Deployed resources shall respond to the designated Staging Area.

Self Dispatch

Responding units and/or individuals shall not self dispatch to plan activations. To ensure proper dispatch procedures and to maintain security of an incident, a codeword shall be issued to responders. The incident codeword shall remain confidential throughout the incident. Units or individuals that are unable to provide the codeword will be directed to return to their respective communities. It will be the position of the MABAS Executive Board to take aggressive action to insure that self dispatched resources are not reimbursed by any method.

Resource Tracking

Resource tracking begins at the time of dispatch and is relayed from local Emergency Management Center to the MABAS-MI Regional Dispatch. Resource tracking continues at the incident following NIMS and ICS guidelines in accordance with recommendations as outlined in the MABAS-MI Reference Guide. Resource tracking will end when the deployed resource has returned to their respective station.

DOCUMENTATION

Mission Book

Teams or vehicles responding as a part of the Plan shall be equipped with a mission book. Such books should include the following:

1. Copy of all ICS forms (multiple copies of ICS 214, Unit Log).
2. Emergency Contact Form.
3. Copy of all vehicle/apparatus registrations.
4. Copy of basic vehicle/apparatus inventory.
5. Copy of "Immediate Need" and "Planned Response" response guide sheets.
6. Access to a participating agency credit card to cover unanticipated en-route expenses.

Prior to responding, or while en-route, the officer in charge will insure completion of the ICS 214 and the Emergency Contact Form and have them available to present when arriving at Staging.

Once requested resources arrive in the designated Staging Area, it is critical that the documentation process begin. Documentation is important in order to receive funds should the incident become eligible for reimbursement at the State or Federal level. The documentation process is the responsibility of the requesting jurisdiction. The requesting jurisdiction must complete a "Disaster Team Deployment Form". The local jurisdiction will then forward such information to the MABAS-MI Regional Coordinator. The Disaster Team Deployment Form shall contain the following information on each individual that has been deployed:

- ☐ **Incident #** - to be issued by Regional Dispatch Center.
- ☐ **Staging Area Location** – as set by the requesting jurisdiction.
- ☐ **Date/Time Deployed** – available through Regional Dispatch Center and to be updated as replacement crews are deployed.
- ☐ **Date/Time Demobilized** - to be updated as the mission is completed.
- ☐ **Full Name** - as it would appear on payroll, social security, etc.
- ☐ **Agency** - sponsoring department.
- ☐ **Employee Identification Number** - as it appears on the individuals' payroll records.
- ☐ **Position -** to indicate position within strike team, task force or position filled resource request. (May also indicate fire service rank)
- ☐ **Unit Designation** - apparatus number/designation individual is assigned to.
- ☐ **Comments** - to provide additional information such special skills.
- ☐ **Emergency Contact** - the name of a family member/friend and 24-hour contact number for each team member deployed.

Dispatch Information

All requested resources will receive dispatch information prior to responding to the incident. The information will clearly identify:

- Call back telephone number of the local Dispatch Center.
- Contact name and telephone number of the jurisdiction requesting assistance.
- Staging area location in affected area.
- Directions to staging area (maps are always helpful).
- Incident codeword
- Any special instructions.

Demobilization

Demobilization from incidents will be relayed through appropriate dispatch channels to notify home units of release of their resources. All assigned resources must follow established demobilization procedures. Termination of ICS is not permissible until demobilization is complete. Demobilization checklist shall be completed for each unit.

LOGISTICAL SUPPORT

Self Contained

A tiered resource response may be necessary. Responding personnel should be self sufficient for up to 24 hours for an immediate response and 72 hours for a planned mission.

Communications

It is realistic to assume that in the wake of a major disaster, the existing communication system in the affected area will be inoperable or severely compromised. It is the responsibility of the requesting jurisdiction to make arrangements for effective communications. Plain language for all voice transmissions must be utilized. See MABAS-MI communications plan for specific communications information.

Force Protection

Protection of responders will be coordinated with ESF 16 (Law Enforcement and Security) based on the nature of the mission and extent of risk to those responders. This protection shall include but not be limited to:

- Protection of personnel and equipment while in transit
- Security at the Base of Operations
- Protection during search & rescue operations
- Protection during rescue operations

The primary mission of the force protection resources is to assess and detect hostile activity before it becomes a risk to operations. The law enforcement officer must assess, evaluate, and then advise the Leader or the senior operations officer, regarding risk associated with criminal or hostile individuals or groups. Force protection is not allowed unless authorized by the SEOC.

CODE OF CONDUCT

All personnel shall strictly adhere to the Code of Conduct as set forth in Appendix "C".

REIMBURSEMENT

Upon the activation of the plan, this Reimbursement policy will be applicable to all on-scene and responding agencies. The requesting organization will be responsible for collecting reimbursement information from each responding fire response agency and submitting such information to the responsible agency for reimbursement.

Upon receipt of reimbursement by the agency, funds will be distributed to the responding agencies that have submitted proper documentation for all deployment and operational costs including costs for personnel, use of equipment, and travel.

Agencies responding to incidents under the MABAS – MI Emergency Response Plan may or may not be reimbursed for their expenses. Reimbursement may be provided by the local entity requesting assistance or by the federal government if the incident occurs on federal land. The incident may also be paid by other statutes concerning reimbursement (e.g. MABAS - MI Fire Service Emergency Response Plan, agencies assume full responsibility for tracking their costs. Without valid documentation, no reimbursement will be made to any responding agency.

Financial Assistance Availability

STATE - The impact of major or catastrophic emergencies can exceed local financial resources. Financial aid and assistance may be requested from the State of Michigan. Financial assistance is available from a variety of sources within the state on a supplemental basis through a process of application and review. Fire departments responding under the Plan should contact the Division Coordinator and/or the Local Emergency Management Director of the impacted local jurisdiction for the appropriate source of assistance and for application procedures.

FEDERAL - When damages are so extensive that the combined local and state resources are not sufficient, the governor submits a request for an emergency or major disaster declaration to the President through FEMA. A joint FEMA, state and local team will conduct a Preliminary Damage Assessment to determine if there is a need for federal assistance. If federal assistance is justified, the President issues an emergency or major disaster declaration and various emergency or disaster programs are made available. Federal assistance is on a shared cost basis with 75% federal funds and 25% non-federal funds.

Documentation

Any reimbursement, either state or federal, is based on the supporting documentation. The same documentation procedures are applicable to both the state and federal claims. All documentation must be able to stand the test of audit. The guidance Documentation and Cost Recovery may be found at http://www.fema.gov/help/forms.shtm and will provide the guidelines

and tools needed to document and accurately determine costs. These forms are in a fill-able computerized version (forms 90-123, 90-124, 90-125, 90-125, 90-127, 90-128). Failure to properly document costs may result in part of or the entire claim being ineligible for reimbursement. It is also very important to document the request for mutual aid in addition to documenting costs.

Eligibility

To meet Federal eligibility requirements for reimbursement, an item of work must:

- Be required as the result of the emergency or disaster event.
- Have been requested by the impacted jurisdiction.
- Have been properly dispatched according to the Plan.
- Be located within a designated emergency or disaster area.
- Be the legal responsibility of the eligible applicant.

Fire service resources activated by this plan must submit reimbursement claims to the impacted jurisdiction(s) in order to be eligible for reimbursement.

Categories of Work

The work most often performed under this plan is Emergency Work. This work is performed immediately to save lives, to protect property, for public health and safety, and/or to avert or lessen the threat of a major disaster. Emergency Work contains two categories: Debris Clearance (Category A) and Protective Measures (Category B).

It is possible that certain types of claims may be made under Permanent Work categories. For example, certain damages or losses of facilities and equipment may fall into the permanent Work categories.

Expenses for Personnel

Only the actual hours worked beyond the regular duty time, either overtime or regular time hours, can be claimed for FEMA category A and B (Emergency Work). Pay rates will be in accordance with the existing Collective Bargaining Agreement (CBA), pay ordinance or plan that is enforce at the time of the Plan activation. Standby time is not eligible for reimbursement. If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established prior to the disaster (i.e. CBA). Volunteer firefighters and/or other emergency service personnel activated by this plan may submit claims to the impacted jurisdiction(s) for reimbursement at the rate of $12.00 per hour. Such personnel are identified as members of public safety agencies who receive minimal or no compensation. The claim for reimbursement of all personnel costs will be for hours actually worked in excess of a two-hour response.

In some cases, FEMA may approve reimbursement for overtime costs associated with "backfilling" (replacing personnel that were on duty in order to maintain staffing at the assigned level). To facilitate this reimbursement, the responding department must have a written policy concerning "backfilling" in existence prior to the disaster.

The information included in "Documenting Disaster Costs" details the required information and instructions for documenting the department's personnel costs (Force Account Labor). It also provides guidance for claiming Fringe Benefit costs and includes a sample rate schedule. Include the Incident # as issued by the Central Dispatch Center.

Expenses for Equipment

A department may be eligible for reimbursement for the use of its owned equipment (Force Account Equipment) when it is used in disaster work. To assist in the reimbursement process, FEMA has developed a "Schedule of Equipment Rates". The impacted jurisdiction should obtain the most recent version of the schedule available at http://www.fema.gov/government/grant/pa/eqrates.shtm prior to submitting for reimbursement. A suggested form for recording the needed information and instructions can be found in "Documenting Disaster Costs". The Incident Number as issued by Central Dispatch Center should also be included.

Equipment that is damaged and/or lost during disaster incidents may be eligible for reimbursement. The damage and/or loss must be documented along with sufficient supportive documentation such as video and/or photographs. Factors such as insurance, salvage, and age of the equipment (a Blue Book type of figure) will also be considered. If the documentation is not comprehensive, detailed and accurate, portions of the claim and possibly the entire claim may be disallowed.

Rented Equipment

It is possible that a department may use some rented equipment. These costs may also qualify for reimbursement. Refer the "Documenting Disaster Costs" for the proper documenting of these expenses.

Processing Claims

Each responding department is responsible for preparing the necessary documentation and submitting a claim for resources.. Where and how to file a claim is dependent on several factors because of the variety of possible reimbursement sources. The size of the event, the type of event and the type of emergency or disaster declaration can effect which funding sources are available. Some general guidelines are:

Time is of the essence. Coordinate reimbursement claims with the local fire department and the local Emergency Management Agency responsible for the impacted jurisdiction. The local Emergency Management Program will work with the MSP EMHSD for recommendations and guidance for reimbursement of the particular event. For a reimbursement from the State Disaster Relief Program, a letter of intent to seek reimbursement must be filed with MSP EMHSD within 14 days. The letter should have an attachment, which includes a list of sites, a brief description of damages and an estimate of costs. For a federal claim, the Request for Public Assistance form must be filed within 30 days of the designation of the local for public assistance.

Appendix "A" – MABAS - MI Emergency Response Plan DEFINITIONS

AGENCY REPRESENTATIVE - An individual assigned to an incident from an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident. In ICS, Agency Representatives report to the Incident Liaison Officer.

ALLOCATED RESOURCES - Resources dispatched to an incident.

APPROPRIATE RESPONSE - The planned strategy for action (in terms of the type, amount, and timing of resources) on an incident which most efficiently meets incident management objectives under current and expected conditions. The response may range from a strategy of prompt control to one of containment or confinement.

ASSEMBLY POINT - A designated meeting location for mobilized resources.

ASSISTING AGENCY - An agency directly contributing tactical or service resources to another agency.

AVAILABLE RESOURCES - Resources available to respond to incidents beyond their local mutual aid area for a specified extended duration of time.

BASE OF OPERATIONS (BoO) – An area where deployed personnel are located for food housing and sanitation when not active.

COORDINATION CENTER - A facility that is used for the coordination of resources in support of one or more incidents. For the purposes of the MABAS – MI Emergency Response Plan this includes the following:

- ESF 4 - Firefighting
- ESF 6- Emergency Medical Response
- ESF 9 – Search and Rescue (US&R)
- ESF 10 – Oil and Hazardous Materials Response
- MABAS Reference Guide

LOCAL DISPATCH CENTER: The facility from which local fire, emergency medical and special teams are dispatched.

DIVISIONAL DISPATCH CENTER: The facility from which the assets of a MABAS Division are dispatched. This dispatch center provides coordinated dispatch for events within the Division that exceed the capabilities of a local dispatch center when utilizing multiple fire service agencies. The Divisional Dispatch Center also serves as the point of contact

between the Regional Dispatch Center and the local dispatch center(s) within each Division.

REGIONAL EMERGENCY DISPATCH CENTER: The Regional Emergency Dispatch Center (RED), provides coordinated response of MABAS-MI fire, emergency medical and special team resources when the emergency exceeds the resources within a Division. The Regional MABAS-MI Dispatch Center receives and provides notification to MABAS-MI Divisional Dispatch Centers.

MABAS – MI Coordination Center: The MABAS-MI Coordination Center activates when interregional requests or State-Wide disasters occur. The MABAS-MI Coordination Center takes resource requests from the SEOC, reviews Box-Alarm resource availability and contacts the appropriate RED Center for resource activation.

INTERAGENCY (IA) DISPATCH CENTER: A facility from which resources are assigned to wildland fire incidents.

INCIDENT: An occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

INCIDENT COMMAND SYSTEM (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

INCIDENT COMMANDER (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

JURISDICTIONAL AGENCY - The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

LOCAL DISPATCH - Dispatch offices representing local city/county government emergency response resources. Responds to local incident requests for resources.

MOBILIZATION - The process and procedures used by all organizations (federal, state, and local) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

MOBILIZATION CENTER - A location within the Division at which emergency service personnel and equipment are assembled prior to deployment to an event or after release from an incident.

MULTI-AGENCY INCIDENT - An incident where one or more agencies assist a jurisdictional agency or agencies.

MULTI-JURISDICTIONAL INCIDENT - An incident requiring action from multiple agencies that have a statutory responsibility for incident mitigation.

MUTUAL AID AGREEMENT - Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) -- Developed by the U. S. Department of Homeland Security Secretary, NIMS establishes standardized incident management processes, protocols, and procedures that all responders -- Federal, state, tribal, and local -- use to coordinate and conduct response actions.

OPERATIONAL PERIOD - A defined time period, e.g. 0600 to 1800 hours, in which a specific set of objectives are established for managing incident activities and for which specific resources and personnel are assigned to those activities. In most cases, an operational period is defined as 12 hours.

PREPAREDNESS LEVELS - Planned levels of readiness dependent on incident activity, weather, hazard threat, and resource availability.

RESOURCE KIND - A classification of resources in the incident command system which refers to function; e.g. hand crew, helicopter, engine, and dozer.

RESOURCE ORDER NUMBER - A unique number assigned by the agency dispatching the resources to the incident. Every resource requested for an incident must have an Order Number assigned to it. The resource order number provides the legal authorization for the movement of incident requested resources and is the reference for all claims.

RESOURCE TYPE - Refers to resource capability (FEMA 808-4 Resource Typing). A Type 1 resource provides a greater overall capability due to power, size, capacity, etc., than would be found in a Type 2 resource.

RESOURCES - Personnel and major items of equipment available or potentially available to be assigned to incidents. Resources are described in the incident command system by kind and type.

SINGLE RESOURCE - An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

STAGING AREA - Locations set up at an incident where resources can be placed while awaiting a tactical assignment.

STATE EMERGENCY OPERATIONS CENTER (SEOC) - A facility operated by the Michigan Emergency Management Agency to coordinate the overall response of state government agencies and assets in support of an incident.

STATE EMERGENCY OPERATIONS PLAN (SEOP) - The state level plan for actions to be taken by government and citizens when disaster threatens or strikes. It consists of assignment of responsibilities to state agencies, coordinating instructions, staffing, essential facilities, and general operations common to most major emergencies.

STRIKE TEAM - A set number of resources of the same kind and type that have an established minimum number of personnel. For example, a Type 1 Engine Strike Team generally consists of 5, Type 1 Engines (meeting the minimum equipment and manning standards) under the control of a Strike Team Leader.

TASK FORCE - Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader

Appendix "B" – MABAS-MI RESOURCE DEFINITIONS

Engine (Eng.), Fire (Pumper)
: A combination vehicle having a pumping capacity of 1000 gallons per minute (gpm) or greater, a water tank of at least 250 gallons and hose and equipment similar to NFPA 1901. Note: This classification also includes telesquirts when such vehicles are equipped and operated as an engine company. Minimum staffing of four (4) personnel.

Fire Truck - Aerial (Ladder or Platform)
: A vehicle with a powered aerial ladder capable of reaching a minimum height of 50 feet. This unit shall have hose and equipment similar to that recommended by NFPA 1901 and may or may not include a pump and booster tank. Note: This classification includes aerial ladders, snorkels, elevated and articulated platforms, as well as telesquirts when equipped and operated as a ladder company. Minimum staffing of four (4) personnel.

Water Tender, Firefighting (Tanker)
: A water transporting vehicle having a minimum capacity of 1500 gallons. The unit shall have hose and equipment similar to that recommended by NFPA 1901. Note: This unit shall have a quick dump capacity. Minimum staffing of two (2) person.

Adv Life Support
: An ambulance (transporting vehicle) equipped and staffed to provide paramedic advanced life support (ALS) services. Minimum staffing of 2 personnel (1 paramedic, 1 EMT minimum requirement), 3 preferred.

Basic Life Support
: An ambulance (transporting vehicle) equipped and staffed to provide basic life support (BLS) services. Minimum staffing of 2 personnel (2 EMTs), 3 preferred.

Air Tender (Supply)
: A vehicle designed and operated to provide a quantity of purified breathing air, as defined by NIOSH/OSHA. This classification includes those vehicles with mobile cascade systems having a minimum of 4 bottles of 4500 psi or greater and/or mobile units having mobile compressors. Minimum staffing of 1 person.

Special Teams
: Special Teams are organized units equipped to handle specific hazards and emergencies. Special Teams are trained and certified in accordance with accepted standards. Such hazards and emergencies may include:

- Water Rescue
  - Dive Rescue/Recovery
  - Fast and Cold Water Rescue
- Technical Rescue
  - Trench Rescue
  - Confined Space Rescue
  - Building Collapse
  - Rope Rescue
- Hazardous Materials
- Decontamination

Appendix "C" - Code of Conduct

This Code of Conduct consists of the rules and standards governing the expected demeanor of members of agencies responding as part of the Plan.

General Responsibilities

- It is the responsibility of the sponsoring agency to prepare responders before deployment regarding conduct expectations. Each deployed member is bound by their sponsoring agency's rules, regulations, policies, and procedures.
- It is the responsibility of the Michigan Association of Fire Chiefs Emergency Response Plan Committee to reinforce the Code of Conduct during all planning sessions, team meetings and briefings and to monitor compliance. Any violations must be documented with appropriate follow up action taken by the Michigan Association of Fire Chiefs Emergency Response Plan Committee and the sponsoring agency.
- It is the responsibility of each responder to abide by this Code of Conduct.

Individual Responsibilities

- As a basic guide, responders will base all actions and decisions on the ethical, moral and legal consequences of those actions. It is in this manner that positive and beneficial outcomes will prevail in all system events. Accordingly responders will conform with the following:At no time during a mission will responders take advantage of any situation and/or opportunity that arises for personal gain.
- Remain cognizant of cultural issues including race, religion, gender and nationality.
- Abide by all local law enforcement practices, including its policy regarding weapons.
- Abide by all laws and regulations regarding the handling of sensitive information.
- Follow local regulations and agency protocols regarding medical care and handling of patients and/or deceased.
- Follow prescribed direction regarding dress code and personal protective equipment.
- Not carry firearms.
- Not be in possession of non-prescribed or illegal substances.
- Will neither posses or consume alcoholic beverages while on duty or subject to call back.
- Only procure equipment through appropriate channels.
- Follow AHJ and federal regulations or restrictions regarding taking and showing pictures of victims or structures. This is to be all inclusive of any recording device, including cell phones.
- Not remove any items from an operational work site as a souvenir.
- Not deface any property.
- Transit only via approved roadways and not stray into restricted area.
- Demonstrate proper consideration for other teams' capabilities and operation practices.
- Not accept gratuities to promote cooperation.

Appendix D - EXECUTIVE BOARD BY-LAWS

Article I NAME: Mutual Aid Box Alarm System Executive Board (MABAS-MI).

MISSION: The mission of MABAS-MI is to provide emergency response and sustained capabilities statewide when lives, property or the environment is threatened by manmade, technological or environmental threats exist by deploying Fire, Emergency Medical Specialist (EMS), Hazardous Materials (Haz-Mat), Technical Rescue (Tech. Rescue) or other special operations resources as requested by the host agency and/or stricken community. MABAS also seeks to identify, coordinate and implement activities which promote inter-governmental cooperation.

Article II PURPOSE: To coordinate working relationships between all MABAS-MI Divisions and encourage new geographic areas to form divisions.

1. To coordinate the deployment of resources with various local, state, and federal agencies and/or municipalities.
2. To manage the affairs of MABAS.
3. To set MABAS-wide guidelines, standards and policy.
4. Function as an intergovernmental agency in accordance with state statues.

Article III REPRESENTATION: Ever member division retains the right to represent their member departments with one Executive Board member vote.

MABAS member divisions may select to regionalize their Executive Board representation. In this case each division within a region assigns their vote to their regional representative who has the total number of votes equal to the number of divisions they represent. A letter from each division selecting regionalization must be on file with the Executive Board declaring the name of their primary and alternate regional representative.

At any time a single MABAS Division retains the ultimate authority to represent themselves and their vote versus regional representation.

Article IV GOVERNANCE: All MABAS Divisions shall adopt by-laws which are in agreement with Executive Board By-Laws.

MABAS governance is provided through an organizational structure which includes an Executive Policy Board and functional staff. The duty of the Policy Board is to establish policy through a voting process. All Division representatives have voting authority. Tthe President, Vice President, Secretary/Treasurer shall be elected from the appointed Division Representatives. The duty of the functional staff is to execute the policy as determined by the Executive Board.

a. Executive Board members include:
   - MABAS-MI President (Chairperson).
   - MABAS-MI Vice President (Vice Chairperson)
   - MABAS-MI Secretary/Treasurer.
   - MABAS Division Representatives (one representative from each MABAS-MI Division.

In addition to the above voting members, the Executive Board also includes one non-voting member from the following organizations:

- MSP EMHSD Representative
- Michigan Fireman's Association
- Bureau of Fire Services
- Central Dispatch (one designated representative from a Regional Dispatch Center
- EMS (Government/Association)

- Michigan Professional Fire Fighter's Union
- Legal Representative

b. Functional Staff:
   - Operations Manager.
   - Plans Manager.
   - Logistics Manager.
   - Finance/Administrative Manager.
   - Executive Managers and Liaisons.

c. Committees and Task Groups – The President may establish:
   - Various Standing Committees.
   - Various Task Groups which are focused on nature but not permanent in nature.
   - Various individual assignments, consultants, project coordinators.
   - Retain professional service contracts.

d. The MABAS Executive Board shall:
   - Adopt an organizational chart which reflects the requirements of these by-laws.
   - Adopt position descriptions for each policy and functional position.
   - Execute contracts defining professional services, deliverable and compensation in accordance with purchasing processes and procedures.
   - Prepare charters for committees, task groups or individual assignments providing goals, objectives and tasks and timelines.

Article V

TERMS OF OFFICE CONDITIONS: An Executive Board member must be pre-qualified to hold a Board position through an endorsement of their member MABAS Division. An Endorsement from their Division is a pre-qualification to be nominated for an Executive Board position. The various Executive Board members' terms of office are as follows:

- Board Chair – Three year term, elected by majority vote of a quorum at the first quarterly meeting following the New Year.
- Vice President – Two year term at first election following adoption of by-laws and then a three year term staggered from the President's election cycle.
- Treasurer/Secretary – Two year term cycle.
- Regional Division Representatives – Once a region has been established and recognized as a region by a majority vote of the Executive Board. MABAS Divisions within the region may:
  - Select a regional representative through an administrative process or –
  - Elect a regional representative by majority vote of the involved MABAS Division Boards.
  - In either case, the region shall establish a term of office for the selected/elected regional representative.
- MABAS Executive Board members may be elected to successive terms.
- Chair may use various administrative processes within adopted policies, procedures and practices.
  - ✓ Select appointees to various functional staff positions, including: Operations, Plans, Logistics, Administrative/Finance, Executive board Liaisons.
  - ✓ Committee Chair and member appointments.
  - ✓ Members and Chairs of various task groups.
  - ✓ Individuals given various assignments.
  - ✓ Authority to sign various contracts, Memorandums of Understanding, acquisitions and purchase of products, engaging professional services and the like.

Article VII

DUES, COMPENSATION AND BUDGETS: The MABAS Executive Board shall:

- ✵ Adopt a dues schedule which includes a specific time duration requiring review, renewal or amendment.

- Adopt an annual budget which occurs at the first meeting following the beginning month of a new calendar year or upon adoption of amended by-laws.
- The MABAS Executive Board will adopt reimbursement procedures and associated policies.
- All forms of compensation and generalized reimbursements shall be incorporated as part of the annually approved budget.
- All revenues, expenses and funds associated with various grant sources shall only be utilized in accordance with the grant requirements and grantor approvals.
- The MABAS Executive Board shall adopt purchasing policies, procedures and practices which comply with good tracking, accounting and ethnical practices.
- The Executive Board has the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

Article VIII MEETING SCHEDULE AND AGENDA: The MABAS Executive Board shall meet at such times and dates as established by the Executive Board. In no case shall the Executive Board meet less than quarterly.

The minimal agenda for Executive Board meetings are as follows:

1. Call to Order.
2. Approval of Minutes of prior meetings.
3. Communication and Correspondence.
4. Committee Reports.
5. Old Business.
6. New Business.
7. Division Reports.
8. Adjourn.

Article IX REPRESENTATION, DISPUTES AND PROTECTIONS: A minimum of one-third (1/3) of all divisions of MABAS shall be represented at a meeting to constitute a quorum. Proxy voting and representation shall be permitted. Approval of all motions shall require an affirmative vote of a majority of the divisions represented.

MABAS Division voting rights shall be suspended should a division be more than ninety days delinquent in current dues payment from the first notice of annual invoice.

The President of MABAS Executive Board Policy may initiate a fact finding and mediation process when matters of dispute arise between or among MABAS Divisions of MABAS Departments. Such matters of dispute are limited in scope and have a direct relationship with MABAS practices, procedures and the like. The President shall not have enforcement or compliance authorities in matters of dispute between divisions or departments. The President does have the administrative authority to place local political subdivisions on written notice when a local dispute has deadlocked and mediation attempts have failed to resolve the dispute.

The mediation and fact finding process will include a President's appointment of three fire chiefs who are not involved in the dispute, who will seek resolve between the parties. Their duties shall include fact finding, mediation techniques and negotiations as needed. The three fire chiefs are responsible for a report to the MABAS Executive Board President.

Article X GUIDELINES: Executive Board shall set up procedures to be recommended to all divisions including but not limited to:

1. Use of standard box cards.

2. Use of abbreviations.
3. Use of radio frequencies and testing procedures.
4. List of definitions and standards.
5. Training exercises.
6. Incident Command, Unified Command and NIMS procedures.
7. Communication procedures.
8. Minimal staffing standards.
9. Minimal equipment inventories.
10. Minimal certification standards.
11. Statewide Response Plan procedures/requirements.
12. Special Operations Team standards.
13. On-scene safety and resource accountability requirements.
14. All coordinated responses.
15. All matters of standardization and interoperability.

Article XI INTER AND INTRASTATE MUTUAL AID: Interstate mutual aid relationships shall exist and comply with the following guidance:

- Establish independent but coordinated MABAS chapter organizations for each state to effectively administer and manage the intrastate MABAS division for each respective state.
- All-state independent MABAS Executive Boards shall adopt these by-laws and agree to sign a Memorandum of Agreement with all MABAS state chapter presidents, listing the individual compliance standards of MABAS which shall be adhered to.
- The Interstate MABAS Executive Board shall recognize and agree to adhere to the majority decisions of an Interstate MABAS Presidents' Council.
- The Presidents' Council shall meet at least twice per year and select a chairman and vice-chairman who will serve a term not to exceed three years.

Article XII MANUALS AND GUIDANCE DOCUMENTS: Various manuals and guidance documents shall be compiled by the Executive Board, containing all pertinent information needed in the start-up and continued operation of MABAS Divisions. These manuals shall be updated by the Executive Board as often as it is deemed necessary.

Article XIII AMENDMENTS: These by-laws, or any section or provision thereof, may be amended, rescinded or expanded by approval of the two-third (2/3) vote of the member Divisions of MABAS during and regular or special Executive Board meeting. Any change to the by-laws must be distributed to the member Divisions at least thirty (30) days prior to the vote. A written proxy constitutes being present at a meeting.

MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective Date: _____

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions

to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is the most desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-

possessive, either within or without quotation marks, shall be defined and interpreted as follows:

A. "Agreement" means Mutual Aid Box Alarm System Agreement.

B. "Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MABAS Members;

C. "Party" means a political subdivision which has entered into this Agreement as a signatory;

D. "Requesting Party" means any Party requesting assistance under this agreement;

E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;

F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;

G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident,

hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;

J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS;

K. "Executive Board" means the governing body of MABAS composed of Division representatives.

L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

SECTION THREE

Executive Board of MABAS

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MABAS who shall serve as the voting representative of said Division of MABAS matters, and

may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division.

A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedures established and maintained by the MABAS Association.

B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.

C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statues. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of $1,000,000 auto and $1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the MABAS Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

A. The existence of the Association commences on the Effective Date and continues until terminated in accordance with this Section.

B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the Association remains composed of at least two (2) Parties. Parties withdrawing from

the Association and subsequently requesting a mutual aid resource from an Association member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

C. This Agreement shall continue until terminated by the first to occur of the following:

(i) The Association consists of less than two (2) Parties; or,

(ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. Recitals. The Recitals shall be considered an integral part of this Agreement.

G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts,

subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.

H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

_____

Political Entity

_____

Chief Executive Official

_____

Date

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

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

JEFFERY CARLEY
FIRE CHIEF

July 24, 2015

Mayor Joseph Peterson & City Council
City of Wyandotte
3200 Biddle
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council:

The Fire Commission has concurred with the Fire Chiefs finds it is the best interest of our citizens from a safety and fiscal standpoint to enter into the Interlocal Agreement creating the Downriver MABAS (Mutual Aid Box Alarm System) Division

Sincerely,

John Harris
President Fire Commission

266 Maple • Wyandotte, Michigan 48192 • Telephone Number 734-324-7252 • Fax Number 734-288-7078

email: wfdchief@wyan.org

Equal Housing Opportunity/Equal Opportunity Employer

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 24th, 2015 **AGENDA ITEM # 3**

ITEM: Wyandotte Animal Shelter Addition

PRESENTER: Mark Kowalewski, City Engineer Mark Kowalewski - 8-20-15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: A grant was accepted for the Wyandotte Animal Shelter and it was determined to construct an addition to the Wyandotte location for the greeting of dogs and cats. Plans were reviewed by Tom Abraham who was representing the volunteers at the shelter and deemed acceptable. Bids were solicited from seven (7) contractors and three (3) bids were received. A summary of the bids is attached and the low bidder is DeClaudio Construction at $34,811.

STRATEGIC PLAN/GOALS: We are committed to maintaining and developing excellent neighborhoods by continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: The undersigned recommends awarding contract to DeClaudio Construction in the amount of $34,811.00 to construct the animal shelter addition.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Grant $21,075, existing DCACA budget $8,925. Need budget amendment for $4,811.

IMPLEMENTATION PLAN: Execute contract and renovate site.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: The City Council approved the acceptance of the grant from Two Seven OH Inc, for the expansion of the animal shelter/adoption center on June 1, 2015. The approved amount was for $30,000. As such, a budget amendment is necessary for an additional $4,811 in order for the construction bid to be accepted. The resolution should authorize the Finance Department to make the necessary budget amendment.

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: RK

LIST OF ATTACHMENTS:

1- Bid Summary Sheet
2- City Council Resolution dated June 1, 2015 – Grant Acceptance

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 24th, 2015

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte City Engineer in the following resolution;

To award the animal shelter building addition contract to DeClaudio Construction in the amount of $34,811.00, paid from the previously approved grant and existing departmental funds and

Further, authorizes the City Administrator to make the necessary budget amendment for $4,811 for the remainder of the project.

I move the adoption of the foregoing resolution.
MOTION by
Councilmen_____

Supported by Councilman_____

YEAS	COUNCIL	NAYS
	Fricke	
	Galeski	
	Miciura, Jr.	
	Sabuda	
	Schultz	
	VanBoxell	

Wyandotte Animal Shelter Greeting Rooms Addition			
Item	**Contractor**	**Address**	**Amount**
1	Declaudio Construction	3645 West Road, Trenton, Michigan, 48183	$34,111
2	Pizzo Development	3865 River Dr., Lincoln Park, Michigan, 48146	$39,160
3	Phoenix	2111 Golfside Drive, Ypsilanti, Michigan, 48197	$69,000

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

June 2, 2015

RESOLUTION

Todd A. Drysdale
City Administrator
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Donald Schultz
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator as set forth in his communication dated June 1, 2015 relative to the acceptance of the grant from Two Seven OH Inc. and the expansion of the Wyandotte Animal Shelter/Adoption Center. AND BE IT FURTHER RESOLVED that Council APPROVES the acceptance of the grant and authorizes the work to be performed at the facility at a not-to-exceed price of $30,000 which will be funded from the grant ($21,075) and the existing DCACA budget (city department 303).

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec
NAYS: None
RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 1, 2015.

William R Griggs
William R. Griggs
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 24, 2015 **AGENDA ITEM # 4**

ITEM: Hiring – Electrical Inspector Contract Employee

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 8-19-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Engineering and Building Department is in need of hiring an additional Electrical Inspector to provide electrical inspections for the City of Wyandotte. The City currently employees Walter Czarnik and Wayne Batson; Mr. Batson is currently unavailable to do inspections. Therefore, attached for your consideration is a Memorandum of Agreement with James Hill. Mr. Hill has agreed to assist the City of Wyandotte in performing electrical inspections until Mr. Batson is available or another Electrical Inspector is hired. Mr. Hill has been the Electrical Inspector for the City of Southgate for the past 16 years.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life.

ACTION REQUESTED: The undersigned recommend approval of the hiring of Mr. Hill.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-440-825-490 and 101-440-825-491

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: [signature]

LEGAL COUNSEL'S RECOMMENDATION: Agreement reviewed and approved by B. Look.

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Application and Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WYANDOTTE
AND
JAMES HILL

MEMORANDUM OF AGREEMENT made this _____ day of _____ _____, by and between the CITY OF WYANDOTTE, a Michigan Municipal Corporation, hereinafter referred to as CITY and James Hill hereinafter referred to as CONTRACTOR.

WITHNESSETH;

WHEREAS, that City of Wyandotte requires the services of an Electrical Official and Inspector to enforce the provision of the Electrical Code; and

WHEREAS, said James Hill has made known to the CITY and the Department of Engineering thereof, that he is available to service as the Electrical Official and Inspector on a contractual basis;

NOW THEREFORE, in consideration of the aforesaid and of the mutual convenience and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

1. CITY does hereby retain James Hill as independent contracting Electrical Official and Inspector on a contractual basis commencing _____, until canceled by either party as herein provided.
   A. James Hill agrees to maintain his registration as Electrical Inspector and Plan Reviewer with the Michigan Department of Labor at his own cost and time.
2. The work and duties of the Electrical Official and Inspector shall be as follows:
   A. Perform all plan review and all electrical inspections on behalf of the City of Wyandotte including work which is subject to and controlled by the Wyandotte Electrical Code.
   B. Perform all duties outlined in the Electrical Code.
   C. Answer questions pertaining to the Electrical Code.
   D. Make all inspections as required by the City Engineer including those pertaining to existing electrical installations which may be defective, obsolete or inadequate.

E. Be present at times agreed upon with the City Engineer for a period of 1 1/2 hours at least three (3) days per week in the offices of the City Engineer each week that the City Engineer's Office is open, for consultation with the City Engineer, or any of his agents and employees; with contractors, and with the general public, on matters pertaining to the duties of the Electrical Official.

F. Keep accurate and adequate records as required by the City Engineer which records are to be the property of the City of Wyandotte.

G. Any other related work as required by the City Engineer.

3. City shall pay to Contractor, for the performance of the aforementioned duties including Permit Inspections and Commercial Certificate of Conformity Inspection (including Liquor License Transfers) a base fee of twenty-two and 50/100($22.50) dollars per inspection.

4. City shall pay to Contractor for the performance of the aforementioned duties and Upon Sale/Rental Inspections the sum of twenty two dollars and 50/100 ($22.50) per initial inspection except in the case of multiple inspections at the same location, then the sum of twenty two dollars and 50/100 ($22.50) for the first unit and thirteen dollars and 50/100 ($13.50) for each additional unit at the same location up to including eight (8) units. For nine (9) units and up to and including fifteen (15) units, the sum of twenty two dollars and 50/100 ($22.50) per initial inspection for the first unit and eight ($8.00) dollars for each additional unit (for unit 9 to unit 15) at the same location. Any inspections over fifteen (15) units will be negotiated prior to inspection. The City shall pay for the performance of reinspections the sum of thirteen dollars and 50/100 ($13.50) dollars for each reinspection except in the case of multiple reinspections at the same location, then the sum of thirteen dollars and 50/100 ($13.50) dollars for the first unit and seven dollars and 50/100 ($7.50) for each additional unit at the same location up to and including eight (8) units.

For nine (9) units and up to and including fifteen (15) units, the sum of thirteen dollars and 50/100 ($13.50) for each reinspection of the first unit and six ($6.00) dollars for each additional unit at the same location. Reinspections over fifteen (15) units will be negotiated prior to reinspection. On an initial inspection or reinspection when the location to be inspected is not available to be inspected, the Contractor will receive a show up fee of five ($5.00) dollars. Payment will be made bi-weekly.

5. It is understood and agreed that no Social Security deductions will be made from Contractor's bi-weekly installments and that the City will pay no Social Security Tax in connection with the Contractor inasmuch as the employer-employee relationship does not exist between City and Contractor and that Contractor will pay his own Self-Employment Tax as a self-employed person.

6. It is understood and agreed for the same reasons set forth in Paragraph 5 above that neither the City nor Contractor will make any contributions to the City Retirement Funds in regards to any pension for Contractor.

7. Contractor shall forthwith upon undertaking the duties aforesaid, furnish the City with a certificate or certificates of insurance certifying that Contractor's automobile which he will use in the performance of the aforementioned duties is insured with public liability insurance, the limits of liability of which shall be One Hundred Thousand Dollars ($100,000.00) for injuries, including accidental death, to any one person, and subject to the same limits for each person, at least Three Hundred Thousand Dollars ($300,000.00)

for any one accident involving two or more persons, arising in whole or in part by reason of or in any way connected with or resulting from the performance of this Contract by Contractor; and that said automobile is insured for property damage insurance in the amount of Twenty-Five Thousand Dollars ($25,000.00) for any property damage, arising in whole or in part by reason of or in any way connected with or resulting from the performance of this contract by Contractor. Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the Insurance Company or Companies of any cancellation of any policy or policies required by this agreement.

8. This Contract may be canceled by either party at any time, for any reason, provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WYANDOTTE, a Michigan Municipal Corporation

_____
Joseph R. Peterson

_____
Lawrence S. Stec

_____
Department of Legal Affairs

_____
Mark A. Kowalewski, City Engineer

CONTRACTOR:

_____
James Hill

Print Form

CITY OF WYANDOTTE, MICHIGAN 48192

APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

The Civil Rights Act of 1964 prohibits discrimination in employment practice because of race, color, religion, sex or national origin. The Age Discrimination in Employment Act prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age. The laws of Michigan also prohibit all of the above types of discrimination, as well as discrimination based on height, weight, marital status or handicap.

EMPLOYMENT DESIRED

Position applied for Electrical Inspector

Have you read the description of this job? (✓) Yes ( ) No

Are you qualified to perform these duties? ( ) Yes ( ) No

Other position you would consider _____

Type of employment desired: [ ] Full-Time [X] Part-Time [X] Temporary

Date you can start _____ Wage expected $ Per Contract

PERSONAL INFORMATION

Social Security Number [redacted]

Name Hill [redacted] James [redacted] Everett
Last First Middle

Address 15556 Joan Southgate MI 48195
Street City State Zip Code

Telephone (including area code) [redacted]

Other last names used while working, if any _____

Are you a U.S. Citizen? (✓) Yes ( ) No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime? ( ) Yes (✓) No

If yes, please give specifics _____

Are there any felony charges pending against you? ( ) Yes (✓) No

If yes, please give specifics _____

Have you ever served in the U.S. Military? ○ Yes ○ No

If yes, indicate branch of military? _____

Dates of duty: From _____ To _____ Type of discharge _____
Month Day Year Month Day Year

Do you have a reliable means of transportation to enable you to get to work in timely manner? ✓ Yes ○ No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? ✓ Yes ○ No

Are you licensed to drive a motor vehicle other than an automobile? ✓ Yes ○ No

If yes, what type of license do you hold? _____

Have you ever employed by the City of Wyandotte? ○ Yes ✓ No

If so, when? _____

Have any of your relatives ever been employed by the City of Wyandotte? ○ Yes ✓ No

If yes, indicate names and dates employed _____

Are you a smoker? ○ Yes ✓ No

If yes, will you abide by the City's smoking policy? ○ Yes ✓ No

Have you used, possessed or sold any illegal drugs in the past five years? ○ Yes ✓ No

If yes, state which drugs and explain if you used, possessed or sold them

_____

Have you ever been bonded on a job? ○ Yes ✓ No

If so, where and when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name ETHEL HILL Telephone (including area code) [redacted]

Address 15556 JOHN SOUTHGATE MI 48195
Street City State Zip Code

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
ROGER ROOS	CRYSTAL GARDENS	[redacted]
JOHN ZUKOV	ZUKOV BUICK	[redacted]
BOB CASANOVA	CITY OF SOUTHGATE	[redacted]

EDUCATION

Identify any special skills, training or licenses you have which are related to the position you are applying for:

MASTER Electrician, Electrical Contractor, Electrical inspector, Building Official Plan R

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Whitley County High	Williamsburg Ky		
College	Henry Ford Community College	Dearborn Mi.		
Other				

EMPLOYMENT HISTORY (Begin with most recent and use additional sheet, if necessary)

1. Firm name City of Southgate

Employed from 11-1999 (month) ____ (year) to Present (month) ____ (year)

Type of business City

Address 1400 Schaffer (Street) Sgt (City) MC (State) 48195 (Zip Code)

Telephone Number 734-258-3027 Name of supervisor Robert Casanova

Positions Elect. Inspector Starting salary $ ____ Final salary $ ____

Duties performed Electrical Inspection / Plan Review

Reason for leaving ____

If presently employed, may we contact your supervisor? ☑ Yes ☐ No If yes, telephone 734-216-4746

2. Firm name ____

Employed from ____ (month) ____ (year) to ____ (month) ____ (year)

Type of business ____

Address ____ (Street) ____ (City) ____ (State) ____ (Zip Code)

Telephone Number ____ Name of supervisor ____

Positions ____ Starting salary $ ____ Final salary $ ____

Duties performed ____

Reason for leaving ____

Have you ever been suspended or discharged from employment? ☐ Yes ☐ No

If yes, please explain ____

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other that the above-referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated:_____ Signature: _____

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is a will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City , and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void , and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: 9-18-15 Signature: _____

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 24, 2015

RESOLUTION by Councilperson_____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the hiring of James Hill as a Contract Employee to perform Electrical Inspections with the Department of Engineering and Building; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Memorandum of Agreement between the City of Wyandotte and James Hill to perform said services.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
____	Fricke	____
____	Galeski	____
____	Miciura	____
____	Sabuda	____
____	Schultz	____
____	VanBoxell	____

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WYANDOTTE
AND
JAMES HILL

MEMORANDUM OF AGREEMENT made this _____ day of _____ _____, by and between the CITY OF WYANDOTTE, a Michigan Municipal Corporation, hereinafter referred to as CITY and James Hill hereinafter referred to as CONTRACTOR.

WITHNESSETH;

WHEREAS, that City of Wyandotte requires the services of an Electrical Official and Inspector to enforce the provision of the Electrical Code; and

WHEREAS, said James Hill has made known to the CITY and the Department of Engineering thereof, that he is available to service as the Electrical Official and Inspector on a contractual basis;

NOW THEREFORE, in consideration of the aforesaid and of the mutual convenience and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

1. CITY does hereby retain James Hill as independent contracting Electrical Official and Inspector on a contractual basis commencing _____, until canceled by either party as herein provided.
   A. James Hill agrees to maintain his registration as Electrical Inspector and Plan Reviewer with the Michigan Department of Labor at his own cost and time.
2. The work and duties of the Electrical Official and Inspector shall be as follows:
   A. Perform all plan review and all electrical inspections on behalf of the City of Wyandotte including work which is subject to and controlled by the Wyandotte Electrical Code.
   B. Perform all duties outlined in the Electrical Code.
   C. Answer questions pertaining to the Electrical Code.
   D. Make all inspections as required by the City Engineer including those pertaining to existing electrical installations which may be defective, obsolete or inadequate.

For nine (9) units and up to and including fifteen (15) units, the sum of thirteen dollars and 50/100 ($13.50) for each reinspection of the first unit and six ($6.00) dollars for each additional unit at the same location. Reinspections over fifteen (15) units will be negotiated prior to reinspection. On an initial inspection or reinspection when the location to be inspected is not available to be inspected, the Contractor will receive a show up fee of five ($5.00) dollars. Payment will be made bi-weekly.

5. It is understood and agreed that no Social Security deductions will be made from Contractor's bi-weekly installments and that the City will pay no Social Security Tax in connection with the Contractor inasmuch as the employer-employee relationship does not exist between City and Contractor and that Contractor will pay his own Self-Employment Tax as a self-employed person.

6. It is understood and agreed for the same reasons set forth in Paragraph 5 above that neither the City nor Contractor will make any contributions to the City Retirement Funds in regards to any pension for Contractor.

7. Contractor shall forthwith upon undertaking the duties aforesaid, furnish the City with a certificate or certificates of insurance certifying that Contractor's automobile which he will use in the performance of the aforementioned duties is insured with public liability insurance, the limits of liability of which shall be One Hundred Thousand Dollars ($100,000.00) for injuries, including accidental death, to any one person, and subject to the same limits for each person, at least Three Hundred Thousand Dollars ($300,000.00)

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 24, 2015 **AGENDA ITEM # 5**

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski - 8-17-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City offers residents to rent 96 gallon toters for $48 for a two (2) year term. The Department of Public Service (DPS) desires to purchase an additional 144 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of $6,730.56 (144 x $46.74) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

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

ACTION REQUESTED: Approve the DPS to purchase 144- ninety-six gallon carts at a cost of $6,730.56 from Cascade Engineering.

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

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Drysdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: August 24, 2015

RESOLUTION by Councilperson_____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 144 – Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of $6,730.56 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte's logo, imprinted serial numbers and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
____	Fricke	____
____	Galeski	____
____	Miciura	____
____	Sabuda	____
____	Schultz	____
____	VanBoxell	____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 24, 2015 **AGENDA ITEM # 6**

ITEM: Municipal Services – Year to Date Financial Results for Period Ending 6/30/2015

PRESENTER: Paul LaManes – Assistant General Manager

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Nine-month financial results for Municipal Services for the quarter ending June 30, 2015.

STRATEGIC PLAN/GOALS: Fiscally responsible operations.

ACTION REQUESTED: Receive and place on file the YTD financial results for the City of Wyandotte – Department of Municipal Services for the period ending June 30, 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

MAYOR'S RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS

- Executive Summary of Operating Results
- 6/30/2015 YTD Municipal Services Financial Results by Fund

RESOLUTION:

BE IT RESOLVED by the City Council to receive and place on file the six-month financial results for the Department of Municipal Services for the period ending June 30, 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS	COUNCIL	NAYS
	Sabuda	
	Sutherby-Fricke	
	Galeski	
	Schultz	
	Miciura Jr.	
	VanBoxell	

City of Wyandotte – Department of Municipal Service

Executive Summary – 9 Month Financial Results for the period ending June 30, 2015

Electric

- Electric operations resulted in net income YTD through June 30, 2015 of $ 194,005 compared to a net loss of $ 4.5M for the same period last year. The improvement in operating results focuses mainly on the fuel costs related to Natural Gas. In addition, coal and TdF were used significantly less than in the prior year compensated for by the increased use of purchased power. Changes in MISO transportation methods approved by the Commission have also led to a positive impact.
- As a comparison, fiscal 2013 operating results for the first nine-months ended with a net loss of approximately $ 112,000. For the entire year, fiscal 2013 ended with $ 3.1M of net income and included a mild summer with $ 2.2M of total annual net income earned in September. Hot weather during late July and early August 2015 provides reason for optimism that year-end results will be positive for fiscal 2015.

Water

- Water operations resulted in net income YTD through June 30, 2015 of approximately $ 240,000 compared to net income last year for the same period of approximately $ 315,000.
- Although the year to year comparison of net income YTD has decreased, Water has still generated positive operating results. The decrease is mainly due to the addition of the Assistant Superintendent position that was properly budgeted and approved.
- Significant capital projects for water, including the Filter Plant rehabilitation are in progress. Although operating results by nature do not reflect capital expenditures, rates are set to cover capital expenditures.

Cable/Internet/Telecommunications

- Cable operations resulted in net income YTD through June 30, 2015 of approximately $ 589,000 compared to net income last year for the same period of approximately $ 781,000. The decline in net income year to year is primarily due to programming royalty increases that have outpaced the decline in subscribers and bandwidth surcharges for internet capacity above contracted amounts. Costs attributable to retirees have also increased over the prior year due.
- Actual results for operating revenue trailed budgeted forecasts due primarily to an over forecast in the number of DTA's estimated for the all-digital project and the under forecast of premium package discounts. Note that DTA's were ordered on an as needed basis and drop shipped to customers, only a small stock is kept on hand, therefore no corresponding costs are associated with stock on hand that will not be utilized.
- One note of caution regarding the operating results for Cable is a reminder regarding the capital expenditures for the all-digital and Homes per Node projects during the current fiscal year. Annual budgets and rates are set to cover not only the results of operations but also capital expenditures. As subscribers continue to decline while programming royalties increase, fewer dollars are recovered annually to contribute to fixed cost recovery for that period, including capital. Any shortcomings in fixed cost recovery would have to be covered by accumulated working capital and fund balance, absent rate or decreased capital expenditure considerations. At the end of fiscal 2014 the unrestricted fund balance for Cable was approximately $ 3.17M. A portion of this fund balance covers capital projects budgeted and in progress in late fiscal 2014 but completed in fiscal 2015. It is anticipated that these investments will allow the Cable Fund to reverse the trend in subscriber losses allowing the department to compete on a level playing field for services with competitors and allow the department to highlight its advantages in customer service and flexible subscriber commitments.

City of Wyandotte - Department of Municipal Services
Fund 591 - Electric Utility Fund
Fiscal YTD as of: June 30, 2015

	Actual			Budget	
	YTD BALANCE 06/30/2014	YTD BALANCE 06/30/2015	YTD BALANCE DIFF 06/30/2015 06/30/2014 Fav/(Unfav)	2014-2015 Allocated YTD Budget	Budget Over/(Under)
Revenue:					
Net - Dept 000-Non-Departmental	$ 33,193,731	$ 32,976,781	$ (216,950)	$ 33,113,405	$ (136,624)
Expenditures:					
Net - Dept 001-Fuels, Chemicals, and Commodities	(11,585,664)	(6,486,849)	5,098,815	(4,831,928)	1,654,921
Net - Dept 003-General Department	(16,125,100)	(16,356,362)	(231,261)	(16,225,955)	130,406
Net - Dept 004-Boilers	(555,249)	(348,537)	206,712	(302,900)	45,637
Net - Dept 008-Meter Readers	(152,885)	(103,071)	49,814	(110,451)	(7,381)
Net - Dept 009-Store Room	(57,822)	(69,473)	(11,651)	(73,451)	(3,978)
Net - Dept 011-Transmission & Distribution Gen'l	(1,107,056)	(1,074,106)	32,950	(1,638,770)	(564,664)
Net - Dept 015-Customer Service	(139,873)	(177,151)	(37,278)	(213,480)	(36,329)
Net - Dept 017-Energy Program Costs	(428,621)	(568,758)	(140,137)	(1,569,587)	(1,000,829)
Net - Dept 021-Commission	-	-	-	(1,945)	(1,945)
Net - Dept 022-General Manager	(149,323)	(143,958)	5,365	(152,448)	(8,490)
Net - Dept 025-Informational Systems Department	(82,294)	(92,995)	(10,702)	(130,734)	(37,738)
Net - Dept 026-Customer Assistance Department	(225,008)	(211,211)	13,797	(253,051)	(41,840)
Net - Dept 031-Administration	(1,163,150)	(1,406,959)	(243,809)	(1,631,036)	(224,077)
Net - Dept 033-Liability Insurance	(406,156)	(395,913)	10,242	(386,803)	9,111
Net - Dept 034-Contractual	(9,316)	(60,915)	(51,599)	(54,985)	5,930
Net - Dept 035-Building & Grounds Rep & Maint	(3,572)	(2,502)	1,070	(4,136)	(1,634)
Net - Dept 040-Retirees	(894,909)	(843,179)	51,730	(976,383)	(133,204)
Net - Dept 071-Vehicles	(50,304)	(30,812)	19,493	(67,685)	(36,873)
Net - Dept 091-Depreciation	(3,658,500)	(3,605,194)	53,306	(3,595,099)	(10,095)
Net - Dept 000-Interest	(948,196)	(804,832)	143,364	(888,885)	84,053
Total Expenditures	(37,742,999)	(32,782,776)	4,960,222	(33,109,712)	(179,018)
Net of Revenues and Expenditures	$ (4,549,267)	$ 194,005	$ 4,743,272	$ 3,694	$ (315,642)

City of Wyandotte - Department of Municipal Services
Fund 592 - Water Utility Fund
Fiscal YTD as of: June 30, 2015

	Actual			Budget	
	YTD BALANCE 06/30/2014	YTD BALANCE 06/30/2015	YTD BALANCE DIFF 06/30/2015 06/30/2014 Fav/(Unfav)	2014-15 Allocated YTD Budget	Budget Over/(Under)
Revenue:					
Net - Dept 000-Non-Departmental	$ 2,859,207	$ 2,713,923	$ (145,284)	$ 2,965,826	$ 251,903
Expenditures:					
Net - Dept 001-Fuels, Chemicals, and Commodities	(73,560)	(68,775)	4,785	(155,250)	(86,475)
Net - Dept 002-Filter Plant	(464,294)	(444,150)	20,144	(470,924)	(26,774)
Net - Dept 003-General Department	(225,192)	(218,728)	6,465	(312,978)	(94,250)
Net - Dept 005-Water Department Maintenance	(5,725)	(11,928)	(6,202)	(13,200)	(1,272)
Net - Dept 008-Meter Readers	(43,674)	(21,870)	21,804	(31,752)	(9,882)
Net - Dept 009-Store Room	(9,586)	(11,123)	(1,537)	(11,162)	(39)
Net - Dept 011-Transmission & Distribution Gen'l	(443,666)	(368,293)	75,374	(422,531)	(54,238)
Net - Dept 015-Customer Service	(75,817)	(130,643)	(54,826)	(137,033)	(6,390)
Net - Dept 021-Commission	-	-	-	(19)	(19)
Net - Dept 022-General Manager	(22,385)	(22,253)	132	(22,818)	(565)
Net - Dept 023-Superintendent's Office	(105,245)	(154,566)	(49,321)	(169,088)	(14,522)
Net - Dept 025-Informational Systems Department	(13,660)	(10,908)	2,752	(28,748)	(17,840)
Net - Dept 026-Customer Assistance Department	(37,490)	(35,121)	2,368	(42,404)	(7,283)
Net - Dept 031-Administration	(230,732)	(233,439)	(2,707)	(251,568)	(18,129)
Net - Dept 033-Liability Insurance	(33,495)	(47,003)	(13,508)	(41,186)	5,817
Net - Dept 034-Contractual	*(1,831)*	*(12,522)*	*(10,691)*	*(53,250)*	*(40,728)*
Net - Dept 035-Building & Grounds Rep & Maint	(617)	(346)	272	(1,106)	(761)
Net - Dept 040-Retirees	(206,550)	(132,569)	73,981	(163,031)	(30,462)
Net - Dept 071-Vehicles	(22,996)	(14,166)	8,830	(24,375)	(10,209)
Net - Dept 091-Depreciation	(527,250)	(535,125)	(7,875)	(535,125)	0
Total Expenditures	(2,543,765)	(2,473,527)	70,238	(2,887,549)	(414,022)
Net of Revenues and Expenditures	$ 315,443	$ 240,396	$ (75,046)	$ 78,278	$ (162,119)

City of Wyandotte - Department of Municipal Services
Fund 594 - Cable Utility Fund
Fiscal YTD as of: June 30, 2015

	Actual			Budget	
	YTD BALANCE 06/30/2014	YTD BALANCE 06/30/2015	YTD BALANCE DIFF 06/30/2015 06/30/2014 Fav/(Unfav)	2014-15 Allocated YTD Budget	Budget Over/(Under)
Revenue:					
Net - Dept 000-Non-Departmental	$ 7,385,237	$ 7,392,606	$ 7,369	7,579,477	$ (186,871)
Expenditures:					
Net - Dept 006-Cable TV Headend	(213,471)	(152,234)	61,238	(199,715)	(47,481)
Net - Dept 007-Cable TV Studio	(87,881)	(89,463)	(1,582)	(98,225)	(8,762)
Net - Dept 009-Store Room	(28,288)	(52,132)	(23,845)	(44,818)	7,315
Net - Dept 011-Transmission & Distribution Gen'l	(498,974)	(525,174)	(26,200)	(576,501)	(51,327)
Net - Dept 015-Customer Service	(11,886)	(23,858)	(11,972)	(19,875)	3,983
Net - Dept 016-Cable TV Royalties	(3,319,662)	(3,372,592)	(52,930)	(3,536,268)	(163,676)
Net - Dept 018-Pass-thru Fees	(590,869)	(656,482)	(65,613)	(674,066)	(17,584)
Net - Dept 021-Commission	-	-	-	(38)	(38)
Net - Dept 022-General Manager	(67,155)	(66,307)	848	(69,316)	(3,009)
Net - Dept 023-Superintendent's Office	(119,036)	(114,614)	4,422	(126,011)	(11,397)
Net - Dept 025-Informational Systems Department	(41,241)	(39,989)	1,253	(37,025)	2,964
Net - Dept 026-Customer Assistance Department	(112,545)	(106,192)	6,353	(128,387)	(22,194)
Net - Dept 031-Administration	(521,639)	(583,037)	(61,399)	(622,333)	(39,296)
Net - Dept 033-Liability Insurance	(189,580)	(190,407)	(827)	(190,429)	(22)
Net - Dept 034-Contractual	(2,480)	(30,816)	(28,336)	(17,006)	13,810
Net - Dept 035-Building & Grounds Rep & Maint	(2,152)	(1,202)	951	(4,313)	(3,111)
Net - Dept 040-Retirees	(130,758)	(157,350)	(26,593)	(159,600)	(2,250)
Net - Dept 071-Vehicles	(23,673)	(18,136)	5,537	(32,625)	(14,489)
Net - Dept 091-Depreciation	(643,425)	(623,513)	19,913	(623,513)	0
Total Expenditures	(6,604,715)	(6,803,497)	(198,782)	(7,160,060)	(356,563)
Net of Revenues and Expenditures	$ 780,522	$ 589,109	$ (191,413)	$ 419,417	$ (169,692)

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 24, 2015 **AGENDA ITEM # 7**

ITEM: Amended and Restated Electric Revenue Bond Ordinance

PRESENTER: Paul LaManes – Assistant General Manager

INDIVIDUALS IN ATTENDANCE: Bill Danhof – Bond Counsel, Miller Canfield, Rod Lesko, Charlene Hudson

BACKGROUND: In conjunction with issuing Series 2015 Electric Revenue Bonds, which includes new debt and refunding of existing debt to better meet the needs of the electric system, bond counsel advised modernizing Ordinance 831, originally enacted in 1988. Electric Revenue Bonds are issued under this ordinance and six supplements have occurred to Ordinance 831 since 1988. After approval of the Amended and Restated Electric Revenue Bond Ordinance, all outstanding bonds would be refunded and the old ordinances would be retired. The Amended and Restated Ordinance includes provisions applicable to all series of Electric Revenue Bonds and specific authorization of the Series 2015 Bonds. In September 2015, the Municipal Services Commission will adopt a resolution authorizing sale of the Series 2015 Bonds. Financial benefits to the Electric System will be realized with the issuance of Series 2015 Bonds through the smoothing of existing debt service and issuing new debt to meet long-term capital needs.

STRATEGIC PLAN/GOALS: 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 and service the system in an economically responsible manner.

ACTION REQUESTED: Adoption of Amended and Restated Electric Revenue Bond Ordinance as presented and recommended by WMS management and as requested by the Wyandotte Municipal Services Commission.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The Series 2015 bonds are an integral part of the multi-year business plan for the Electric Utility that ultimately impacts each future budget year by combining new debt with smoothing the steep nature of existing debt service through refunding.

IMPLEMENTATION PLAN: Subsequent to City Council passing and adopting the ordinance, a certified copy of the resolution will be returned to bond counsel for inclusion with the documents prepared for the bond sales and closing.

MAYOR'S RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Amended and Restated Electric System Revenue Bond Ordinance and corresponding resolution were drafted by bond counsel at Miller Canfield

LIST OF ATTACHMENTS

- Amended and Restated Electric System Revenue Bond Ordinance (With Resolution)
- Resolution 08-2015-03 from the Wyandotte Municipal Services Commission requested City Council Approval of the Amended and Restated Electric System Revenue Bond Ordinance

RESOLUTION:

RESOLVED by the City of Wyandotte City Council that Council concurs with the Wyandotte Municipal Services Commission request for approval of the Amended and Restated Electric Revenue Bond Ordinance with such additions as may be required by a Rating Agency or a Bond Insurer, as follows,

City of Wyandotte
County of Wayne, State of Michigan

AMENDED AND RESTATED
ELECTRIC SYSTEM REVENUE BOND ORDINANCE

AN AMENDED AND RESTATED ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE OF CITY OF WYANDOTTE ELECTRIC SYSTEM REVENUE BONDS UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED FOR THE PURPOSES OF PAYING COSTS OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, ENLARGEMENT, EXTENSION OR REPAIR OF THE CITY OF WYANDOTTE ELECTRIC SYSTEM AND REFUNDING OUTSTANDING ELECTRIC SYSTEM REVENUE BONDS; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; AND TO PROVIDE FOR RELATED MATTERS.

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in this Ordinance, and whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "acquire," "acquiring" and "acquired" shall include acquisition by purchase, construction or any other method.

(b) "Act 34" means the revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended.

(c) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(d) "Additional Bonds" means any additional bonds of equal standing with the outstanding Senior Lien Bonds (including the Series 2015 Bonds) issued pursuant to Section 21 of this Ordinance.

(e) "Aggregate Debt Service" for any period means, as of any date of calculation by the City, the sum of the amounts of the debt service for such period with respect to all Outstanding Senior Lien Bonds. In the event that any of the Outstanding Senior Lien Bonds bear interest at a variable rate, each such series of variable rate Bonds shall, for purposes of calculating Aggregate Debt Service, be assumed by the City to be the rate established for such computation in writing by the General Manager; provided, however, that such assumed rate shall not be less than the average rate borne by such variable rate Bonds during the twelve full calendar months immediately preceding the date on which such computation is made; and provided further, however, that, to the extent such variable rate Bonds have not been Outstanding during the entirety of such twelve month period, the assumed rate shall not be less than the average rate on the SIFMA Index during such twelve month period.

(f) "Aggregate Debt Service Requirement" means for any period, and as of any date of calculation, Aggregate Debt Service for such period, less any capitalized interest to be paid from the proceeds of the Bonds.

(g) "Bond Insurer" means a municipal bond insurance provider which is insuring any Outstanding Bonds.

(h) "Bond Reserve Account" means the Bond Reserve Account of the Redemption Fund established pursuant to Section 13(B) of this Ordinance.

(i) "Bond Reserve Requirement" means the lesser of (i) the maximum annual debt service requirements on the Outstanding Bonds, (ii) 125% of the average annual debt service requirements on the Outstanding Bonds, or (iii) the total of 10% of the original aggregate face amount of each series of the Outstanding Bonds, reduced by the net original issue discount, if any; provided, however, that the Reserve Requirement shall not at any time exceed the amount allowed to be invested at an unrestricted yield pursuant to Treas. Reg. Section 1.148-2(f)(2) or any successor provision thereto as applicable to the Bonds. For purposes of the Bond Reserve Requirement annual debt service on any variable rate Bonds shall not, after the issuance of such variable rate Bonds, be adjusted because of an adjustment to the interest rate borne by such variable rate Bonds.

(j) "Bonds" means the Series 2015 Bonds, any Additional Bonds, and any Junior Lien Bonds.

(k) "City" means the City of Wyandotte, Wayne County, Michigan.

(l) "Council" or "City Council" means the City Council of the City.

(m) "Commission" means the Municipal Service Commission created and established by Chapter VII of the Charter of the City.

(n) "Consulting Engineers" means the engineer or engineering firm or firms appointed from time to time, and having a favorable reputation for skill and experience in the design and operation of municipal electric utilities at the time retained by the Commission to perform the acts and carry out the duties provided for such Consulting Engineers in this Ordinance.

(o) "Event of Default" shall refer to one of the Events of Default specified in Section 22 of this Ordinance.

(p) "General Manager" or "Assistant General Manager" means the General Manager or Assistant General Manager of the City's Department of Municipal Service.

(q) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

(r) "Government Obligations" means (i) direct obligations of (including obligations issued or held in book entry form on the books of) the United States of America or an agency or an instrumentality of the United States or obligations guaranteed by the United States or (ii) repurchase agreements that are to settle on or before the date set for payment and that are secured by obligations described in subsection (i) of this sentence.

(s) "Investment Obligations" means to the extent authorized by law, and if provided by an investment policy duly adopted by the City, one or more of the following: (i) bonds, securities and other obligations of the United States or an agency or instrumentality of the United States; (ii) certificates of deposit, savings accounts, deposit accounts, or depository receipts of a Financial Institution who is eligible to be a depository of funds belonging to the State; (iii) commercial paper rated at the time of purchase within the two highest classifications established by not less than two nationally recognized rating services and that matures not more than 270 days after the date of purchase; repurchase agreements consisting of instruments listed in subdivision (i) above; (iv) bankers' acceptances of United States banks; (v) obligations of this State or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one nationally recognized rating service; (vi) mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investments that are legal for direct investment by a public corporation; (vii) investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118; and (viii) investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

(t) "Junior Lien Bonds" means bonds, bond anticipation notes issued under Act 34, Public Acts of Michigan, 2001, as amended, or other obligations which may be issued or incurred by the City to provide funds for any lawful purpose of the System which are of junior standing and priority of lien with respect to the Net Revenues to the claim of the Senior Lien Bonds.

(u) "Municipal Obligations" means any bonds or other obligations of the State of Michigan or of any agency, instrumentality or local governmental unit of the State of Michigan (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this definition of Municipal Obligation on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in sub-clause (i) of this definition of Municipal Obligation, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of Standard & Poor's Corporation and Moody's Investors Service, Inc. or any successors thereto.

(v) "Net Revenues" means the Revenues remaining after deducting the reasonable expenses of administration, operation, and maintenance of the System.

(w) "Operation and Maintenance Fund" means the Operation and Maintenance Fund established pursuant to Section 13(A) of this Ordinance.

(x) "Ordinance" means this Ordinance and any other ordinance amendatory or supplemental hereto.

(y) "Outstanding Bonds" means Bonds issued and delivered under this Ordinance except:

(i) Bonds canceled by the Transfer Agent;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys or Government Obligations, equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Ordinance and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portion of Bonds) are to be redeemed, notice of redemption shall have been given as provided in this Ordinance or provision satisfactory to the Transfer Agent shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered; and

(iv) Bonds no longer deemed to be Outstanding Bonds as provided in Section 7 of this Ordinance.

(z) "Prior Bonds" means the outstanding portion of the (i) Electric System Revenue Bonds, Series 2005A and Series 2005B authorized by Ordinance No. 831 and No. 1225 of the City, (ii) Electric System Revenue Bonds, Series 2009A authorized by Ordinance No. 831 and No. 1308 of the City, and (iii) Electric System Revenue Bond Anticipation Notes, Series 2014 –Taxable authorized by Ordinance No. 831 and No. 1404 of the City.

(aa) "Project" means the acquisition, construction, improvement, enlargement, extension or repair of the System to be acquired and constructed pursuant to this Ordinance.

(bb) "Rebate Fund" means the Rebate Fund established pursuant to Section 14 of this Ordinance.

(cc) "Receiving Fund" means the Receiving Fund established pursuant to Section 13 of this Ordinance.

(dd) "Redemption Fund" means the Bond and Interest Redemption Fund established pursuant to Section 13(B) of this Ordinance.

(ee) "Registered Owner" means the owner of a Bond as shown by the registration records as kept by the Transfer Agent.

(ff) "Replacement Fund" means the Replacement and Improvement Fund established pursuant to Section 13(D) of this Ordinance.

(gg) "Revenues" means the income derived from the rates charged for the services, facilities, and commodities furnished by the System. Revenues shall include earnings on investment of funds and accounts of the System required to be deposited in the Receiving Fund pursuant to this Ordinance and other revenues derived from or pledged to operation of the System.

(hh) "Senior Lien Bonds" means the Series 2015 Bonds, while they remain outstanding, and any Additional Bonds.

(ii) "Series 2015 Bonds" means the Electric System Revenue and Revenue Refunding Bonds, Series 2015 authorized by Section 4 of this Ordinance. If the Series 2015 Bonds are sold in two or more series then the term "Series 2015 Bonds" shall be construed to refer to both series.

(jj) "Series 2015 Construction Fund" means the Electric System Revenue Bonds Series 2015 Construction Fund created under Section 19(B) of this Ordinance.

(kk) "Series 2015 Escrow Fund" means the Electric System Revenue Bonds Series 2015 Escrow Fund created under Section 19(A) of this Ordinance.

(ll) "Series 2015 Project" refers to improvements to the Electric Utility System, including, but not limited to, acquisition and installation of upgrades of geographic, outage management and other data control software, a second transformer and 69kV and 40kV circuit upgrades, a redundant 120kV feed and all associated transformers, breakers and related equipment, and other approved improvements including Substation #7 transformer upgrades and Substation #8 transformer double-ending, together with any appurtenances and attachments thereto and any related site improvements to be acquired and constructed as part of the System with proceeds of the Series 2015 Bonds.

(mm) "Sufficient" means with respect to (i) cash or (ii) Government Obligations or (iii) Municipal Obligations, or any combination thereof, not redeemable at the option of the issuer thereof, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts, as to be fully sufficient to pay the interest as it comes due on the Bonds or any portion thereof and the principal and redemption premium, if any, on the Bonds or any portion thereof as they come due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations or cash shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the Transfer Agent.

(nn) "System" means the complete electric utility system of the City, including all electric generating units, plants, works, instrumentalities and properties, used or useful in connection with the generation and distribution of electricity and steam or hot water produced from the boilers of the System, together with the Project and all additions, extensions and improvements existing or hereafter acquired and all facilities.

(oo) "Transfer Agent" means U.S. Bank National Association, or such other bank selected by the City for payment of the Bonds.

(pp) "Trustee" means U.S. Bank National Association, or such other bank or trust company named as Trustee by the City to serve as Trustee pursuant to this Ordinance upon occurrence of an Event of Default, or any successor Trustee appointed pursuant to Section 32 of this Ordinance.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be necessary for the public health and welfare of the City to acquire the Series 2015 Project in accordance with the plans and specifications heretofore prepared by the Consulting Engineers which plans and specifications are hereby approved, and to refund the Prior Bonds.

Section 3. Costs of Series 2015 Project; Useful Life. The aggregate cost of the Series 2015 Project is estimated to be an amount not-to-exceed Fifteen Million Dollars ($15,000,000) subject to the taking of construction bids, including the payment of incidental expenses as specified in this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Series 2015 Project is estimated to be not less than thirty (30) years.

Section 4. Series 2015 Bonds Authorized. The City shall issue the Series 2015 Bonds pursuant to the provisions of Act 94 in one or more series in the aggregate principal amount of not-to-exceed Thirty-Five Million Dollars ($35,000,000) as finally determined at the time of sale, for the purposes of paying the costs of refunding the Prior Bonds and acquiring and constructing the Series 2015 Project, including payment of legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2015 Bonds, and depositing monies to the Bond Reserve Account as necessary to meet the Bond Reserve Requirement. The Series 2015 Bonds shall not be a general obligation of the City but shall be payable solely out of the Net Revenues of the System. The Commission is hereby authorized to determine, based upon the advice of bond counsel and the Municipal Advisor, whether to sell a portion of the Series 2015 Bonds as taxable bonds.

Section 5. Series 2015 Bond Data. The Series 2015 Bonds shall be designated as the ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BONDS, SERIES 2015, with any additional designations as determined by the Commission to distinguish tax-exempt and taxable bonds. The Series 2015 Bonds shall be issued as term bonds or serial bonds as determined at the time of sale of the Series 2015 Bonds, in fully-registered form in denominations of $5,000 or integral multiples thereof, not exceeding the amount of bonds maturing on the same date such bond matures, and shall be numbered in consecutive order of authentication from 1 upwards. The Series 2015 Bonds shall be dated as of such date as may be determined at the time of sale, and shall mature on October 1 in the years 2016 to 2044, inclusive, or such other dates as shall be determined at the time of sale, provided, however, that the Series 2015 Bonds shall mature within 30 years of the date of issuance thereof.

The Series 2015 Bonds shall bear interest at the rate or rates to be determined at the time of sale of the Series 2015 Bonds, payable on April 1, 2016, or such other date as approved at the time of sale thereof, and semi-annually thereafter by check drawn on the Transfer Agent and mailed to the registered owner at the registered address, as shown on the registration books of the City maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Series 2015 Bonds shall be payable at the designated office of the Transfer Agent.

The Series 2015 Bonds may be subject to redemption prior to maturity at the times and prices finally determined at the time of sale. In the event that any of the Series 2015 Bonds shall be issued as term bonds, the mandatory redemption requirements for such term bonds shall be specified at the time of sale.

Unless waived by any registered owner of bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the bonds called for redemption are to be surrendered for payment; and that interest on the bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Series 2015 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk. The Series 2015 Bonds shall have the corporate seal of the City impressed or printed thereon. If any of the Series 2015 Bonds shall be signed by the facsimile signature of both the Mayor and the City Clerk then such bond shall not be valid until authenticated by an authorized officer of the Transfer Agent. The Series 2015 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser in accordance with instructions from the City upon payment of the purchase price therefor in accordance with the bond purchase agreement with the purchaser of the Series 2015 Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

The Series 2015 Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and any official of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Series 2015 Bonds in book-entry-only form and to make such changes in the bond form within the parameters of this Ordinance as may be required to accomplish the foregoing. If the Series 2015 Bonds are held in book-entry form by DTC, payment of principal of and interest shall be made in the manner prescribed by DTC.

Any Series 2015 Bond may be transferred upon the books of the City maintained by the Transfer Agent by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Series 2015 Bond or Bonds shall be surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds of the same series for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of, or exchange any bond during a period beginning at the opening of 15 business days before the day of the mailing of a notice of redemption of bonds selected for redemption prior to maturity and ending at the close of business on the day of that mailing, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part. Notwithstanding the foregoing, if the Series 2015 Bonds are held by DTC in book-entry form, the transfer of the Series 2015 Bonds shall be made in the manner prescribed by DTC.

Section 6. Senior Lien Bond Form. The Senior Lien Bonds, including the Series 2015 Bonds, shall be in substantially the following form with such revisions, additions and deletions as may be advisable or necessary to comply with the final terms established upon sale thereof.

The Commission is hereby authorized on behalf of the City to select a bank or trust company to act as registrar and Transfer Agent for each series of Bonds authorized and issued pursuant to this Ordinance and to insert the name of such Transfer Agent in the appropriate places in the bond form.

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE

CITY OF WYANDOTTE
ELECTRIC SYSTEM REVENUE [AND REVENUE] [REFUNDING] BOND
[SERIES DESIGNATION]

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP

Registered Owner:

Principal Amount:

The CITY OF WYANDOTTE, County of Wayne, State of Michigan (the "City"), acknowledges itself to owe, and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, but only out of the hereinafter described Net Revenues, the Principal Amount specified above, in lawful money of

the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [first payment date] and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of U.S. Bank National Association, Detroit, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the Registered Owner of record not less than sixty (60) days prior to an interest payment date (the "Transfer Agent"). Interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the Registered Owner of record at the registered address. The date of determination of Registered Owner for purposes of payment of interest may be changed by the City to conform to market practice in the future. For the prompt payment of the principal of and interest on this bond, the revenues of the Electric Utility System of the City including all appurtenances, extensions and improvements thereto (the "Electric Utility System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and certain funds and accounts established by the Ordinance (defined below), are irrevocably pledged and a statutory lien thereon has been created. [This bond and the series of which it is one are of equal standing and priority of lien as to the Net Revenues of the Electric Utility System with the City's outstanding series].

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $[principal amount], issued pursuant to Ordinance No. [ordinance number] (the "Ordinance") duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended ("Act 94") for the purposes of acquiring and constructing improvements to the Electric Utility System, refunding bonds previously issued which are secured by Net Revenues[, to fund the bond reserve account for the bonds,] and to pay costs of issuance of the bonds.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance. The City has reserved the right to issue additional bonds of equal standing with the bonds of this issue on the conditions stated in the Ordinance. Copies of the Ordinance are on file at the office of the City Clerk and at the designated corporate trust office of U.S. Bank National Association, as Trustee (the "Trustee"), and reference is made to the Ordinance and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94 for a more complete description of the pledges and covenants securing the bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Ordinance, the provisions of the Ordinance or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds then outstanding.

Bonds maturing in the years [maturity dates of bonds which can't be prepaid] inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions thereof in multiples of $5,000 maturing on or after [first maturity date of bonds which can be prepaid], will be subject to redemption prior to maturity at the option of the City on any date occurring on or after [first date bonds can be prepaid], in such order as the City may determine and within any maturity by lot at par plus accrued interest to the date fixed for redemption.

[If Term Bonds are sold, language describing
mandatory sinking fund redemption of Term Bonds]

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner

a new bond of the same maturity and interest rate in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to each registered owner of bonds or portions thereof to be redeemed by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner as shown on the registration books of the City. Bonds shall be called for redemption in multiples of $5,000, and bonds of denominations of more than $5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bonds by $5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in the same aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof with the same interest rate and maturity. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bonds or portion thereof.

This bond is transferable only upon the books of the City kept for that purpose at the office of the Transfer Agent by the Registered Owner hereof in person, or by the Registered Owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly authorized in writing and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon the payment of the charges, if any, therein prescribed. The Transfer Agent shall not be required (i) to issue, register the transfer of, or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption under the Ordinance and ending at the close of business on the date of that mailing, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST SOLELY FROM THE NET REVENUES OF THE ELECTRIC UTILITY SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE ORDINANCE. THE PRINCIPAL OF AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY LIEN HEREINBEFORE DESCRIBED.

The City has covenanted and agreed in the Ordinance to fix, establish, maintain and collect at all times while any bonds payable from Net Revenues shall be outstanding, such rates, fees, and charges for the sale of the output, capacity, use or service furnished by the Electric Utility System as shall be reasonably expected to yield Net Revenues equal to at least the sum of 110% of the amount necessary to provide for payment of the interest upon and the principal of all bonds payable from the Net Revenues of the Electric Utility System as and when the same become due and payable, and in addition to maintain a bond and interest redemption fund (including a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the Electric Utility System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the Electric Utility System as are required by the Ordinance.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Wyandotte, County of Wayne, State of Michigan, by its City Council, has caused this bond to be signed in the name of said City [by] / [with the facsimile signatures of] its Mayor and its

City Clerk and the City seal or a facsimile thereof to be [manually impressed/printed], all as of the Date of Original Issue.

CITY OF WYANDOTTE

By _____[facsimile]_____
Mayor

(Seal)

Countersigned:

By ___[facsimile]_____
City Clerk

[STANDARD FORM OF AUTHENTICATION CERTIFICATE AND ASSIGNMENT]

Section 7. Payment of Bonds; Defeasance. The Bonds and the interest thereon shall be payable solely from the Net Revenues (except to the extent payable from the proceeds of bond insurance or other credit enhancement or from the proceeds of Bonds), and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien subject only to the lien rights created for the Prior Bonds by Ordinance No. 831, as amended (the "Prior Lien"). Pursuant to provisions of Act 94, the City hereby pledges to the repayment of principal of, interest on and redemption premiums, if any, on the Bonds, the funds and accounts established by this Ordinance other than the Rebate Account, and a statutory lien is hereby created on such funds and accounts. The liens and pledge provided above shall continue until payment in full of the principal of and interest on all Bonds payable from Net Revenues, or, until Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof shall have been deposited in trust for payment in full of the principal of and the interest on all Bonds to be paid or defeased to their maturity, or, if called or if irrevocable instructions have been given to call for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof, as provided in the previous sentence, the statutory lien herein created shall be terminated with respect to the Bonds to be defeased, the Registered Owners of these Bonds shall have no further rights under this Ordinance except for payment from the deposited funds and for rights of replacement, registration and transfer, and such Bonds shall no longer be considered to be Outstanding Bonds under this Ordinance.

The Prior Lien secures the payment of the principal of and interest on the Prior Bonds. Pursuant to Section 19 of this Ordinance, proceeds of the Series 2015 Bonds shall be deposited in the Series 2015 Escrow Fund in an amount sufficient (together with other monies available to the City) to refund the Prior Bonds as they come due or on such earlier redemption date as may be determined at the time of sale of the Series 2015 Bonds. Pursuant to Ordinance No. 831, as amended, to the extent there is any deficiency in the Series 2015 Escrow Fund for payment of principal of or interest on the outstanding Prior Bonds, the outstanding Prior Bonds and the claim of the Prior Bonds to the Net Revenues and the funds and accounts of the System shall be superior and prior to the claim of the Bonds to the extent of such insufficiency. The Commission is authorized on behalf of the City to segregate funds or create sub-accounts in the funds of the System to effect such priority as provided in No. 831, as amended.

Section 8. Management. The operation, repair and management of the System and the acquisition of the Project shall be under the supervision and control of the Commission subject to such rights and duties as are reserved by law to the Council.

Section 9. Charges. The rates to be charged for service furnished by the System and the methods of collection and enforcement of the collection of said rates shall be those permitted by law and established by the Commission and in effect in the City on the date of adoption of this Ordinance, which rates and methods of collection and enforcement are hereby approved by the Council.

Section 10. No Free Service. No free service shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality.

Section 11. Rate Covenant. The City will at all times fix, establish, maintain and collect rates, fees and charges for the sale of the output, capacity, use or service of the System which, together with other income, are reasonably expected to yield Net Revenues equal to at least 110% of the Aggregate Debt Service Requirement on the Senior Lien Bonds for the forthcoming twelve (12) month period plus such amount as is necessary to comply with all covenants in this Ordinance and to pay all charges and liens whatsoever payable out of Net Revenues in such period. In calculating Net Revenues under this Section 11 the City shall not include any investment earnings to be received from investment of the Bond Reserve Account.

Section 12. Operating Year. The System shall be operated on the basis of an operating year commencing on October 1 and ending on September 30. For purposes of determining the annual Aggregate Debt Service Requirements for any operating year, payments of principal and interest due on October 1 shall be considered to be part of the Aggregate Debt Service Requirements for the preceding operating year.

Section 13. Funds and Accounts; Flow of Funds. All Revenues of the System shall be set aside as collected and credited to a fund to be designated ELECTRIC UTILITY SYSTEM RECEIVING FUND. The Revenues so credited are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times hereinafter specified:

A. OPERATION AND MAINTENANCE FUND:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to a fund hereby ordered to be established, maintained and designated OPERATION AND MAINTENANCE FUND, a sum sufficient to provide for the payment of the expenses of administration and operation of the System including such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

The Commission, prior to the commencement of each operating year, shall adopt a budget covering the foregoing expenses for each year. During the course of the operating year, the total of such expenses shall not exceed the total amount specified in said budget, except by a vote of two thirds (2/3) of the members elect of the Commission. No payments shall be made to the City from monies credited to the Operation and Maintenance Fund except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION FUND:

There shall be established and maintained a separate depositary fund designated BOND AND INTEREST REDEMPTION FUND, the moneys on deposit therein from time to time to be used solely, except for required deposits to the Rebate Fund, for the purpose of paying the principal of, redemption premiums (if any) and interest on the Senior Lien Bonds.

Out of the Revenues remaining in the Receiving Fund, after provision for the credit or deposit to the Operation and Maintenance Fund, there shall next be set aside, monthly, in the Redemption Fund a sum proportionately sufficient to provide for the payment of the principal of, mandatory redemption requirements, if any, and interest on the Senior Lien Bonds as and when the same become due and payable, subject to any credit therefor as provided in this Section 13(B). If there shall be any deficiency in the amount previously required to be set aside, then the amount of such deficiency shall be added to the next succeeding month's requirements.

There is hereby established in the Redemption Fund a separate account to be known as the Bond Reserve Account. Upon the delivery of the Series 2015 Bonds all monies, funds and investments held for the credit of the reserve account for the Prior Bonds shall be deposited in the Bond Reserve Account. In addition, from the proceeds of the sale of the Series 2015 Bonds there shall be deposited an amount in the Bond Reserve Account which shall cause the amount on deposit in the Bond Reserve Account to equal the Bond Reserve Requirement. The City may meet the Bond Reserve Requirement by cash, a letter of credit, a surety bond, or an insurance policy if the provider or issuer thereof shall be rated by a nationally recognized bond rating agency as high or higher than the Senior Lien Bonds. Except as hereinafter provided, the moneys credited to the Bond Reserve Account shall be used solely for the payment of the principal of, redemption premiums (if any) and interest on the Senior Lien Bonds as to which there would otherwise be a default. If at any time it shall be necessary to use the moneys or the surety bond credited

to the Bond Reserve Account for such payment, then the moneys so used shall be replaced or repaid over a period of not more than 5 years or such other period as required by the surety bond from the Net Revenues first received thereafter which are not required for current principal and interest requirements. If at any time there is any excess in the Bond Reserve Account over the Bond Reserve Requirement, such excess may be transferred to such fund or account as the City shall direct. If Additional Bonds (except Additional Bonds used for refunding) from time to time are issued, each ordinance authorizing such Additional Bonds shall provide for additional deposits to the Redemption Fund for credit to the Bond Reserve Account from the proceeds of such Additional Bonds equal to not less than one half of the maximum annual principal and interest requirements for such Additional Bonds and make additional equal deposits for a period of five years from the dates of issuance of each issue of Additional Bonds in such an amount as will result in the total credited to the Bond Reserve Account being equal to not less than Bond Reserve Requirement.

No further payments need be made into the Redemption Fund after enough of the Senior Lien Bonds have been retired so that the amount then held in the Redemption Fund (including the Bond Reserve Account) is equal to the entire amount of principal and interest which will be payable at the time of maturity of all Outstanding Senior Lien Bonds and the monies so held shall be used solely to pay the principal of and interest on the Senior Lien Bonds including redemption premiums, if any, as the Senior Lien Bonds become due either by maturity or by redemption prior to maturity.

A redemption requirement for the Senior Lien Bonds may be satisfied by calling the Senior Lien Bonds as provided in this Ordinance or by the purchase and surrender to the Transfer Agent of Senior Lien Bonds of the same issue and maturity from moneys allocated therefor as provided herein, or purchased with other funds legally available therefor. The City shall elect the manner in which it intends to satisfy a redemption requirement not less than forty five days prior to the date of redemption.

C. JUNIOR LIEN BOND AND INTEREST REDEMPTION FUND:

If the City shall ever issue Junior Lien Bonds, there shall be established and maintained a separate depositary fund for the purpose of paying the principal, redemption premiums, if any, and interest on such Junior Lien Bonds as they come due. Revenues remaining in the Receiving Fund, after provision has been made for the requirements of the Operation and Maintenance Fund and of the Redemption Fund including the Bond Reserve Account, shall be set aside, but not more often than monthly, in a fund for the Junior Lien Bonds in accordance with the ordinance authorizing the issuance of the Junior Lien Bonds. Additionally, a separate account may also be established within such fund as a bond reserve account to be funded on a junior lien basis in accordance with the ordinance authorizing the issuance of the Junior Lien Bonds. The detail of the establishment and maintenance of such fund shall be provided in the ordinance of the Council authorizing the issuance of such Junior Lien Bonds.

D. REPLACEMENT AND IMPROVEMENT FUND:

There next shall be established and maintained a fund designated REPLACEMENT AND IMPROVEMENT FUND. Except as hereinafter provided, the money credited thereto shall be used solely for the purpose of making major repairs, replacements and improvements to the System. There shall next be set aside in or credited to the Replacement Fund, after provision is made for the requirements of the foregoing funds and accounts, a total amount of not less than Two Hundred Fifty Thousand ($250,000) Dollars. If at any time it shall be necessary to use moneys in the Replacement Fund the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Rebate Fund, Operation and Maintenance Fund, Redemption Fund (including the Bond Reserve Account), or the Junior Lien Bond and Interest Redemption Fund.

E. SURPLUS MONEYS:

Any Revenues in the Receiving Fund at the end of any quarter of any operating year after satisfying all requirements of the Operation and Maintenance Fund, the Redemption Fund (including the Bond Reserve Account), the Replacement Fund, Rebate Fund and the Junior Lien Bond and Interest Redemption Fund shall be deemed to be surplus moneys, and may, at the option of the Commission be used for any of the following purposes:

1. Transferred to the General Fund of the City as a payment in lieu of taxes. The amount so transferred to the General Fund in any operating year shall not exceed the total of the payments made by the City to the System for services furnished to the City for street and public safety lighting purposes for the prior operating year.

2. Transferred to the construction fund for the purpose of paying the costs of the Project.

3. After completion of the Project, transferred to the Replacement Fund.

4. After completion of the Project, transferred to the Redemption Fund and used for the redemption, payment, or purchase of Bonds.

If there should be any deficit in the Operation and Maintenance Fund, Redemption Fund (including the Bond Reserve Account), Junior Lien Redemption Fund, or the Replacement Fund on account of defaults in setting aside therein the amounts required herein, then transfers shall be made from the moneys remaining in the Receiving Fund at the end of any operating year to those funds in the priority and order specified herein to the extent of any deficit before any other disposition is made of said monies in the Receiving Fund at the end of any operating year.

Section 14. Rebate Fund. There shall be established and maintained a fund designated the REBATE FUND. Moneys representing investment earnings or profits shall be transferred annually from all funds and accounts established under this Ordinance and deposited in the Rebate Fund in an amount sufficient to enable the City to rebate investment earnings to the federal government, if necessary, in accordance with the requirements of the Internal Revenue Code. Funds on deposit in the Rebate Fund are not pledged as security for the Bonds. Monies shall be deposited in the Rebate Fund and shall be rebated to the federal government unless the City has received an opinion of nationally recognized bond counsel that failure to take such actions will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on such Bonds.

Section 15. Segregation of Accounts; Funds on Hand.

(a) Moneys in the several funds and accounts established pursuant to this Ordinance, except moneys in the Redemption Fund (including the Bond Reserve Account), the Junior Lien Redemption Fund, and the Rebate Fund, and moneys derived from the proceeds of sale of the Bonds, may be kept in one deposit account, in which event the moneys in said account shall be allocated on the books and records of the City or deposited to the funds and accounts herein established, in the manner and at the times provided in this Ordinance.

(b) Upon delivery of the Series 2015 Bonds, funds on hand under the ordinances authorizing the Prior Bonds shall be deposited as follows:

1. Funds in the Bond Reserve Account established under the ordinances authorizing the Prior Bonds shall be deposited, in the amounts determined by the Commission, (1) in the Series 2015 Escrow Fund established under Section 19(A) of this Ordinance and/or (2) in the Bond Reserve Account established under this Ordinance, and/or (3) in the Series 2015 Construction Fund.

2. Funds in the Replacement Fund established under the ordinances authorizing the Prior Bonds shall be deposited in the Replacement Fund established under this Ordinance.

3. Funds of the System on hand shall be deposited, in the amounts determined by the Commission, (1) in the Series 2015 Construction Fund and/or (2) in the Receiving Fund and transferred in accordance with the provisions of Section 13 of this Ordinance.

Section 16. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund, the Redemption Fund, or the Junior Lien Bond and Interest Redemption Fund, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Fund, second, to the Redemption Fund, to the extent of any deficit therein, and third, to the Junior Lien Bond and Interest Redemption Fund.

Section 17. Investments. Moneys in the funds and account established herein, and moneys derived from the proceeds of sale of the Bonds except as provided in Section 19 of this Ordinance, may be invested by the Commission on behalf of the City in Investment Obligations. Investment of moneys in the Redemption Fund being accumulated for payment on the next maturing principal or interest payment on the Bonds shall be limited to Government Obligations bearing maturity dates prior to the date of the next maturing principal or interest payment respectively on the Bonds. Investment of moneys in any other funds or account, including moneys derived from the proceeds of sale of the Bonds, shall be limited to obligations bearing maturity dates or subject to redemption, at the option of the holder thereof, not later than the time estimated by the City when the moneys from such investments will be required. In the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which such purchase was made. Earnings or profits on any investment of funds in any fund or account established in this Ordinance shall be deposited in or credited to the Rebate Fund to extent necessary as required by Section 14 of this Ordinance and any earnings or profits remaining in the Receiving Fund, Operation and Maintenance Fund, Redemption Fund and, at any time after they are fully funded, the Bond Reserve Account and the Replacement Fund, shall be deposited in or credited to the Receiving Fund provided, however, that any earning or profit on the Bond Reserve Account received prior to the completion of the Project shall be deposited in the construction fund.

The City shall value investments in the Bond Reserve Account at fair market value and marked to market at least once per year. The average duration of investments in the Bond Reserve Account may not have maturities extending beyond 5 years.

The City covenants and agrees that to the extent permitted by law, it shall take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on Bonds issued as tax-exempt bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non Arbitrage and Tax Compliance Certificate to be delivered by the City with the Bonds.

Section 18. Applicable Law. The Bonds shall be sold and the proceeds applied in accordance with the provisions of Act 94.

Section 19. Proceeds of Series 2015 Bonds. The Commission shall create funds for deposit of proceeds of sale of the Series 2015 Bonds, and shall use the proceeds of sale of the Series 2015 Bonds as provided in this section.

A. SERIES 2015 ESCROW FUND:

There shall be established and maintained a separate depositary fund designated as the ELECTRIC SYSTEM REVENUE BONDS SERIES 2015 ESCROW FUND in order to secure payment of the payment of principal of and interest on the Prior Bonds. In order to provide for the safekeeping, investment, reinvestment, administration and disposition of the Series 2015 Escrow Fund, the City shall enter into an escrow agreement with U.S. Bank National Association, which is hereby designated to serve as escrow trustee. The escrow agreement shall irrevocably direct the escrow trustee to hold the Series 2015 Escrow Fund in trust for the payment of the principal of and interest on the Prior Bonds.

There shall be deposited in the Series 2015 Escrow Fund cash and/or investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, not redeemable at the option of the issuer, and in an amount sufficient, without reinvestment, to pay principal of and interest on the Prior Bonds, provided, however, that the Commission may pay off the Electric System Revenue Bond Anticipation Notes, Series 2014 –Taxable (the "Notes") on the date of delivery of the Series 2015 Bonds without being required to deposit payment for the Notes in the Series 2015 Escrow Fund.

The Commission is hereby authorized to execute and deliver the escrow agreement and to purchase, or cause to be purchased, escrow securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Series 2015 Escrow Fund.

The Commission is hereby directed to select an independent certified public accountant to serve as verification agent to verify that the securities and cash to be deposited to the Series 2015 Escrow Fund will be sufficient to provide, at the times and in the amounts required, sufficient moneys to pay the principal of and interest on the Prior Bonds.

The Commission is hereby authorized to transfer monies from the Redemption Fund to the Series 2015 Escrow Fund to be invested as provided in the Escrow Agreement and to be used to pay principal and interest on the Prior Bonds.

B. SERIES 2015 CONSTRUCTION FUND:

There shall be established and maintained a separate depositary fund designated as the ELECTRIC SYSTEM REVENUE BONDS SERIES 2015 CONSTRUCTION FUND in a bank qualified to act as depository of the proceeds of sale of revenue bonds under the provisions of Section 15 of Act 94. If the Series 2015 Bonds are sold as both a tax exempt series and a taxable series then separate accounts shall be established within the Series 2015 Construction Fund for proceeds of each series. Monies in the Series 2015 Construction Fund shall be applied solely in payment of the cost of the Series 2015 Project and any costs of engineering, legal, bond issuance and other expenses incident thereto and to the issuance of the Series 2015 Bonds. Any unexpended balance of the proceeds of sale of the Series 2015 Bonds remaining in the Series 2015 Construction Fund after completion of the Series 2015 Project may, in the discretion of the Commission, be used for meeting requirements, if any, of the Bond Reserve Account, or for further improvements, enlargements and extension to the System. Any balance remaining after such expenditure shall be paid into the Redemption Fund.

C. PROCEEDS OF SERIES 2015 BONDS

From the proceeds of sale of the Series 2015 Bonds there first shall be immediately deposited in the Redemption Fund an amount equal to the accrued interest, if any, received on delivery of the Series 2015 Bonds, and the City may take credit for the amount so deposited against the amount required to be deposited in the Redemption Fund for payment of the next maturing interest. All or a portion of any premium received upon delivery of the Series 2015 Bonds may be deposited in either the Redemption Fund, the Series 2015 Escrow Fund or the Series 2015 Construction Fund, as determined by the Commission in consultation with bond counsel.

Next the City shall provide for payment or defeasance of principal of and interest on the Notes, either by calling the Notes for redemption on the date of delivery of the Series 2015 Bonds and paying off the Notes upon receipt of proceeds of the Series 2015 Bonds, or by defeasing the Notes through deposit to the Series 2015 Escrow Fund.

There shall next be deposited from the proceeds of sale of the Series 2015 Bonds the amount necessary, together with other funds available to the City, to fully fund the Series 2015 Escrow Fund as described in Section 19(A).

There shall next be deposited from the proceeds of sale of the Series 2015 Bonds to the Bond Reserve Account an amount, if any, designated by the Commission at the time of sale as necessary to meet the requirements of this Ordinance.

The remaining proceeds of sale of the Series 2015 Bonds shall be deposited to the Series 2015 Construction Fund, and, at the discretion of the Commission, to a costs of issuance fund to pay for costs of issuance of the Series 2015 Bonds and refunding of the Prior Bonds.

Section 20. Covenants. The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain as Outstanding Bonds and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan and this Ordinance.

(b) The Council will cause to be maintained and kept by the Commission proper books of record and account separate from all other records and accounts of the City in accordance with Act 2, Public Acts of Michigan, 1968, as amended. Either the Council or the Commission will cause an annual audit of the books of record and account of the System for the preceding operating year each year by a recognized independent certified public accountant. The audit shall be completed and so made available in accordance with Act 2, Public Acts of Michigan 1968, as amended.

(c) The City shall maintain and carry, for the benefit of the Registered Owners of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of electric utility systems. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be placed in the Redemption Fund and used for the purpose of redeeming or purchasing Bonds.

(d) The Commission will not sell, lease, mortgage or otherwise dispose of any part of the System, except for sales or exchanges of property or facilities (1) which are not useful in the operation of the System, or (2) for which the proceeds received are, or the fair market value of the subject property (as certified by the Consulting Engineers) is, less than 1% of the Revenues of the preceding fiscal year, or (3) as to which the Consulting Engineers certify that the ability of the Commission to comply with the rate covenant described in Section 11 of this Ordinance will not be impaired.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate an electric system that will compete with the System unless required or authorized by law and the City will not operate a system that will compete with the System.

(f) The City and the Commission will use their best efforts to enforce any contracts to which they are a party regarding providing of electrical service.

(g) Any bonds issued by the City payable from the Net Revenues of the System shall be issued under this Ordinance, and the City will not issue any bonds pursuant to the ordinances which authorized the Prior Bonds.

Section 21. Additional Bonds. The right is reserved, in accordance with the provisions of Act 94, to issue additional bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Senior Lien Bonds but only for the following purposes and under the following terms and conditions.

(a) To complete the Project in accordance with the plans and specifications therefor. Such Bonds shall not be authorized unless the Consulting Engineers shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the City Clerk, it shall be the duty of the Council to provide for and issue Additional Bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus in accordance with the plans and specifications plus an amount necessary to pay the cost of issuing such Bonds or to provide for part or all of such amount from other sources legally available therefor.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding a part of any Outstanding Bonds (unless such partial refunding is done in compliance with (c) below) and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the average actual or augmented Net Revenues of the System for any consecutive twelve month period out of the 16 months preceding the adoption of the ordinance authorizing the issuance of such Bonds shall be equal to at least one hundred twenty five (125%) percent of the maximum Aggregate Debt Service Requirement in any current or future fiscal year on the Outstanding Bonds and on the Additional Bonds then being issued in the opinion of or as certified by an Independent Certified Public Accountant. If the Additional Bonds are to be issued in whole or in part for the purpose of refunding Outstanding Bonds, the maximum Aggregate Debt Service shall be determined by deducting

from the principal and interest requirements for each operating year the annual Aggregate Debt Service Requirements of any Bonds to be refunded from the proceeds of the Additional Bonds.

Net Revenues may be augmented as follows for the purposes of this subsection (b):

1) If the System rates, fees or charges shall be increased at or prior to the time of authorizing the Additional Bonds, the Net Revenues may be augmented by an amount which in the opinion of the Consulting Engineers will reflect the effect of the increase had the System's billings during such time been at the increased rates.

2) The actual Net Revenues may be augmented by the estimated increase in Net Revenues which in the opinion of the Consulting Engineers will accrue (a) as a result of new customers who have been identified by an agreement to purchase service from the System who had not been serviced during the preceding 12 months or (b) as a result of any other new customer or expansion of service to any existing customers or (c) as a result of potential customers which exist in a new service area who will be serviced by the acquisition of the repairs, extensions, enlargements and improvements to said System which have been made during the preceding twelve months or which will be acquired in whole or in part from the proceeds of the Additional Bonds to be issued.

3) If the Bond Reserve Account is to be fully funded to an amount equal to the Bond Reserve Requirement funded from the proceeds of Additional Bonds then the actual Net Revenues may be augmented by an amount equal to the investment income representing interest on investments estimated to be received each operating year from the addition to the Bond Reserve Account to be funded from the proceeds of the Additional Bonds being issued.

No Additional Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in subparagraphs (b) or (d) if the City shall then be in default in making its required payments to the Operating and Maintenance Fund or the Redemption Fund.

(c) For refunding all of the Outstanding Bonds and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. For refunding a part of the Outstanding Bonds and paying costs of issuing such Additional Bonds, if after giving effect to the refunding the maximum amount of Aggregate Debt Service in each future fiscal year shall be less than the Aggregate Debt Service in each future fiscal year prior to giving effect to the refunding.

(d) Additional Bonds may be issued without meeting any of the conditions and tests set forth in subsection (b) above for any one or more of the following purposes:

(i) the cost of acquisition and construction of any repairs, replacements, betterments, improvements, major renewals or corrections of any damage or loss to the System necessary, in the opinion of the Consulting Engineers, to keep the System in good operating condition or to prevent a loss of Revenues therefrom to the extent that the cost thereof cannot reasonably be paid from the Replacement Fund or from insurance proceeds, or

(ii) the cost of decommissioning, disposal or termination of any part of the System.

Determination by the Council as to existence of conditions permitting the issuance of Additional Bonds shall be conclusive, provided this shall not eliminate any requirement for any other approval required herein.

As long as any Outstanding Bonds are insured, or any policy costs thereon are owed to a Bond Insurer, the City shall get the prior written consent of the Bond Insurer before the issuance of Additional Bonds under subsections (a) and (d) of this Section 21, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing requirements of this Section 21, the City reserves the right to issue Junior Lien Bonds payable as provided herein.

Section 22. Events of Default. Each of the following events, with respect to an issue of Bonds, is hereby declared an "Event of Default":

(a) default in the payment of the principal of or interest, or redemption premium, if any, on any Bond after the same shall become due, whether at maturity or upon call for redemption; or

(b) default by the City or the Commission in the performance or observance of any other of the covenants, agreements or conditions on its part in this Ordinance, or contained in the Bonds; provided, no such default shall constitute an Event of Default until written notice thereof shall have been given by the Registered Owners of not less than twenty percent (20%) in principal amount of the Outstanding Bonds to the City and the City shall have had sixty (60) days after receipt of such notice to correct such default or cause the same to be corrected and shall not have corrected such default or caused the same to be corrected within such period; and provided, further, that if the default be such that it cannot be corrected within such period, it shall not constitute an Event of Default if action to correct the same is instituted within such period and diligently pursued until the default is corrected.

The City shall forward a copy of any such notice as described in this Section 22(b) to the Trustee and to any Bond Insurer which is insuring Bonds subject to an Event of Default.

The Transfer Agent shall notify the Trustee and any Bond Insurer which is insuring Bonds subject to an Event of Default if the Transfer Agent lacks sufficient funds for the payment of the principal of, or interest, or redemption premium, if any, on any Bond when the same shall become due whether at maturity or upon call for redemption.

Section 23. Accounting and Examination of Records After Default. The Commission covenants that (i) if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Commission and all other records relating to the System shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys, and (ii) if an Event of Default shall have happened and shall not have been remedied, the Commission, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under this Ordinance for such period as shall be stated in such demand.

Section 24. Application of Revenues and Other Moneys After Default. The Commission covenants that if an Event of Default shall happen and shall not have been remedied, the Commission, upon the demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the Commission in any fund or account established under this Ordinance, and (ii) all Revenues as promptly as practicable after receipt thereof. During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(a) To the payment of the reasonable and proper charges, expenses and liabilities of the Trustee, and to the payment of the amounts required for operation and maintenance expenses and for the reasonable renewals, repairs and replacements of the System necessary in the judgment of the Trustee to prevent loss of Revenues. For this purpose the books of record and accounts of the Commission relating to the System shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default; and

(b) To the payment of the interest and principal or redemption price then due on the Bonds, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates,

and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption price due on such date, to the persons entitled thereto, without any discrimination or preference.

If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the City under this Ordinance, including the principal and redemption price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the City, or provisions satisfactory to the Trustee shall be made for such payment, and all defaults under this Ordinance or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Commission, all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Ordinance to be deposited or pledged, with the Trustee), and thereupon the Commission and the Trustee shall be restored, respectively, to their former positions and rights under this Ordinance. No such payment over to the Commission by the Trustee nor such restoration of the City and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Ordinance or impair any right consequent thereon.

Section 25. Appointment of Receiver and Statutory Rights. In the event of a default in the punctual payment of principal of and interest on the Bonds when due, the Trustee shall have the right to apply in an appropriate proceeding for the appointment of a receiver of the System in accordance with the provisions of Act 94. Subject to the provisions of Section 27 of this Ordinance, the Registered Owners of Bonds representing in the aggregate not less than twenty percent (20%) of all Outstanding Bonds, may protect and enforce the statutory lien and pledge of the funds and accounts and Net Revenues created by Act 94, and enforce and compel the performance of all duties of the officials of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of Revenues, and the proper application of Revenues. In addition to the rights conferred to Registered Owners by this Ordinance, the Registered Owners shall have all the rights conferred by the Act 94; provided, however, that the Registered Owner of each Bond agrees to enforce such right subject to the provisions of Section 27. The statutory lien upon the Net Revenues, however, shall not be construed to compel the sale of the System or any part thereof.

Section 26. Proceedings Brought by Trustee. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Registered Owners of not less than 20% in principal amount of the Outstanding Bonds shall proceed, to protect and enforce its rights and the rights of the Registered Owners of the Bonds under this Ordinance forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Commission as if the Commission were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Ordinance.

All rights of action under this Ordinance may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

Subject to the provisions of Section 27, the Registered Owners of not less than twenty percent in principal amount of the Outstanding Bonds may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Registered Owners not parties to such direction.

Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Ordinance, the Trustee shall be entitled to exercise any and all rights and powers

conferred in this Ordinance and provided to be exercised by the Trustee upon the concurrence of any Event of Default.

Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Registered Owners of not less than 20% in principal amount of the Outstanding Bonds, and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Ordinance or any acts which may be unlawful or in violation of this Ordinance, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Registered Owners.

Section 27. Restriction on Registered Owner's Action. No Registered Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance, unless such Registered Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Ordinance, and the Registered Owners of at least 20% in principal amount of the Outstanding Bonds shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in this Ordinance or by Act 94 or by the laws of the State of Michigan or to institute such action, suit or proceeding in its own name, and unless such Registered Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Registered Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the liens or pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for equal benefit of all Registered Owners of the Outstanding Bonds; provided, however, nothing herein shall be construed as impairing any right granted to Registered Owners pursuant to the provisions of Act 94.

Section 28. Remedies Not Exclusive. No remedy by the terms of this Ordinance conferred upon or reserved to the Trustee or the Registered Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or existing at law or in equity or by statute on or after the date of this Ordinance.

Section 29. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Registered Owner to exercise any right or power arising upon the happening or an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee or to the Registered Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Registered Owners.

The Registered Owners of not less than 20% in principal amount of the Bonds at the time outstanding, or their attorneys in fact duly authorized, may on behalf of the Registered Owners of all of the Bonds waive any past default under this Ordinance and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 30. Notice to Trustee of Default. The Trustee shall not be obliged to take notice or be deemed to have notice or knowledge of any Event of Default hereunder, unless specifically notified in writing of such Event of Default by the Transfer Agent or by the Registered Owners of not less than twenty percent (20%) in aggregate principal amount of the Outstanding Bonds in default.

Section 31. Notice to Registered Owners of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each Registered Owner of Outstanding Bonds at the address appearing upon the books kept by the Transfer Agent for each series of Bonds.

Section 32. Acceptance by Trustee of Trust and Duties. The Trustee shall evidence its acceptance of the trusts and duties imposed upon it by this Ordinance upon the occurrence of an Event of Default by filing a written acceptance thereof with the City. The Trustee shall execute the trusts and duties imposed upon it by this Ordinance upon the occurrence of an Event of Default but only upon the terms and conditions set forth in and subject to the provisions of this Ordinance. The Trustee shall, prior to having knowledge of any Event of Default as defined in this Ordinance and after the curing of all such Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Ordinance. The Trustee shall, during the existence of any such Event of Default (which has not been cured) exercise such of the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No such provision of this Ordinance shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any such Event of Default hereunder, and after the curing of any such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Ordinance and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee, and

(2) in the absence of bad faith on its part the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it conforming to the requirements of this Ordinance; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts:

(2) the Trustee may consult with counsel (who may be counsel for any Registered Owner) and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon; and

(3) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys.

None of the provisions contained in this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Ordinance, by giving at least sixty days written notice to the City and to any Bond Insurer insuring Outstanding Bonds. The successor Trustee shall be appointed by the City and shall be a national banking association or a bank or trust company organized under the laws of the United States of America or any state of the United States of America having a reported capital and surplus aggregating at least $50,000,000, and shall be willing and able to accept the office on reasonable and customary terms, and shall be authorized by law to perform all the duties imposed on it by this Ordinance. Appointment of the successor Trustee shall be subject to approval of any Bond Insurer if required by such company.

Section 33. Amendments; Consent of Registered Owners.

(a) The City, from time to time and at any time, subject to the conditions and restrictions contained in this Ordinance, may enact one or more supplemental or amendatory ordinances or resolutions or both which thereafter shall form a part hereof, for any one or more or all of the following purposes:

(i) To issue Additional Bonds or Junior Lien Bonds;

(ii) To add to the covenants and agreements of the City contained in this Ordinance, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City (including but not limited to the right to issue Additional Bonds);

(iii) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the City may deem necessary or desirable and not inconsistent with this Ordinance and which shall not have material, adverse effect on the interests of the Registered Owners of the Bonds;

(iv) To increase the size or scope of the System; and

(v) To make such modifications in the provisions hereof as may be deemed necessary by the City to accommodate the issuance of Additional Bonds or junior lien bonds which (a) are "Capital Appreciation Bonds" or "Zero Coupon Bonds" to the extent permitted by law or (b) are variable rate bonds, but only if such modifications, in the written opinion of nationally recognized bond counsel filed with the Council, do not result in materially diminishing the security hereby granted to the Registered Owners of any Outstanding Bonds.

Any amendment or supplemental ordinance or resolution authorized by the provisions of this Section 33(a) may be enacted by the City without the consent of or notice to the Registered Owners of any of the Outstanding Bonds, notwithstanding any of the provisions of Section 33(b) below.

(b) With the consent of the Registered Owners of not less than 51% in principal amount of the Bonds then outstanding and with the written consent of any Bond Insurer insuring Outstanding Bonds, which consent shall not be unreasonably withheld, the City may from time to time and at any time adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance, provided, however, that no such supplemental ordinance shall (i) extend the fixed maturity of any Bond, change a Mandatory Redemption Requirement for any series of Bonds or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce or extend the time for payment of any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Registered Owners of the Bonds required to approve any such supplemental ordinance, or (iii) deprive the Registered Owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the Net Revenues, without the consent of the Registered Owners of all the Outstanding Bonds or, (iv) cause any modification or reduction of the lien on or pledge of the Net Revenues or the funds or accounts established hereunder. After the Bond Insurer insuring any Outstanding Bonds has granted its consent to such amendments or supplements, copies of the amendment or supplement shall be sent to Standard & Poor's Corporation.

It shall not be necessary for the consent of the Registered Owners under this Section 33(b) to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the enactment by the City of any supplemental ordinance pursuant to the provisions of this Section 33(b), the City shall cause the Transfer Agent to mail a notice by registered or certified mail to the Registered Owners of all Outstanding Bonds at their addresses shown on the bond register or at such other address

as is furnished in writing by such Registered Owner to the Transfer Agent setting forth in general terms the substance of such supplemental ordinance.

Section 34. Non-Arbitrage Covenant. For any series of bonds issued under this Ordinance on a tax-exempt basis, the City covenants and agrees that as long as any of the tax-exempt bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds thereof pursuant to the Internal Revenue Code in such a manner as to cause the tax-exempt bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on any of the tax-exempt bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the tax-exempt bonds.

Section 35. Appointment of Municipal Advisor. City hereby requests Bendzinski & Co., Registered Municipal Advisors with the Municipal Securities Rulemaking Board (the "Municipal Advisor"), to continue to act as Municipal Advisor to the City for the Series 2015 Bonds.

Section 36. Negotiated Sale of Series 2015 Bonds. In reliance upon the advice of the Municipal Advisor, the City Council hereby determines to sell the Series 2015 Bonds at a negotiated sale instead of a competitive sale for the reasons that a negotiated sale will permit the City to enter the market on short notice at a point in time which appears to be most advantageous, and thereby possibly obtain a lower rate of interest on the Series 2015 Bonds.

Section 37. Appointment of Underwriter for Series 2015 Bonds. The City hereby authorizes the General Manager or the Assistant General Manager, in consultation with the Municipal Advisor, to select an underwriter (the "Underwriter") as the senior managing Underwriter for the Series 2015 Bonds, and to name additional co-managers and develop a selling group, provided, however, that by adoption of this Ordinance the City assumes no obligations or liability to the Underwriter for any loss or damage that may result to the Underwriter from the adoption of this Ordinance, and all costs and expenses incurred by the Underwriter in preparing for sale of the Series 2015 Bonds shall be paid from the proceeds thereof, if issued, except as may be otherwise provided in an agreement to be signed by the City and the Underwriter.

Section 38. Appointment of Bond Counsel. The City requests that Miller, Canfield, Paddock and Stone, P.L.C. continue as bond counsel to the City for the Series 2015 Bonds. The City recognizes that Miller Canfield has represented from time to time, and currently represents, various financial institutions and underwriters which are potential purchasers of or underwriters for the Series 2015 Bonds in matters unrelated to the issuance of the Series 2015 Bonds.

Section 39. Application to Michigan Department of Treasury. The General Manager or Assistant General Manager of the City's Department of Municipal Service, or the City Manager, is hereby authorized to file such applications or other documents with the Michigan Department of Treasury or other parties as may be necessary or advisable to effectuate the sale and delivery of the Series 2015 Bonds, including an application to the Michigan Department of Treasury for exception from the refunding requirements of Section 611(1) of Act 34 in the event that a portion of the refunding does not produce present value savings.

Section 40. Bond Ratings; Municipal Bond Insurance. Either the General Manager or the Assistant General Manager is hereby authorized to apply for bond ratings from such municipal bond rating agencies as is deemed appropriate, in consultation with the Municipal Advisor.

If the Municipal Advisor recommends that the City consider purchase of municipal bond insurance, then the General Manager or the Assistant General Manager is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and, in consultation with the Municipal Advisor, to select a Bond Insurer and determine which bonds, if any, shall be insured. The Commission is hereby authorized to enter into an agreement with the Bond Insurer regarding notices to be provided to the Bond Insurer, filing of annual financial information to be provided to the Bond Insurer, consents or approvals to be obtained from the Bond Insurer, the

dates of receipt by the Transfer Agent of bond payments, and other requirements which the City may be obliged to meet in order to obtain municipal bond insurance on the Series 2015 Bonds. If the Municipal Advisor advises the City that the purchase of a municipal bond insurance policy for the Series 2015 Bonds would be of economic benefit to the City, then the Commission is hereby authorized to purchase a municipal bond insurance policy from the Bond Insurer for the Series 2015 Bonds.

Section 41. Official Statement. The City Council hereby authorizes either the General Manager or the Assistant General Manager to approve the circulation of a preliminary official statement describing the Series 2015 Bonds and to deem such preliminary official statement as "near final" in compliance with Securities and Exchange Commission rules. The City Council hereby authorizes the Commission to approve, execute, and deliver a final Official Statement after sale of the Series 2015 Bonds.

Section 42. Continuing Disclosure. In order to enable underwriters to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the City hereby agrees to undertake Continuing Disclosure. The City Council hereby authorizes the Commission to approve, execute, and deliver a Continuing Disclosure Undertaking in such form as it shall, in consultation with bond counsel, determine appropriate.

Section 43. Sale of Series 2015 Bonds. The Commission is hereby authorized, on behalf of the City, in consultation with the Municipal Advisor, to accept an offer to purchase the Series 2015 Bonds. The Commission is hereby authorized on behalf of the City to prepare, approve, execute, and deliver, a Bond Purchase Agreement and all other documents necessary to effect sale and delivery of the Series 2015 Bonds.

The Commission is hereby authorized on behalf of the City, subject to the provisions and limitations of this Ordinance, to determine all matters which this Ordinance provides shall be determined upon sale of the Series 2015 Bonds, including but not be limited to determination of original principal amount of the Series 2015 Bonds and the prices at which they are sold; the date of the Series 2015 Bonds; the schedule of principal maturities and whether the Series 2015 Bonds shall mature serially or as term bonds; the provisions for early redemption, if any, including mandatory redemption of term bonds, if any; the interest rates and payment dates of the Series 2015 Bonds; application of the proceeds of the Series 2015 Bonds; final preparation, approval, execution and delivery of the final Official Statement, whether the Series 2015 Bonds are to be sold on a tax-exempt basis, and all other necessary actions.

The maximum interest rate of the Series 2015 Bonds shall not exceed 8.00%. The purchase price for the Series 2015 Bonds, exclusive of any original issue discount, shall not be less than 98.00% of the principal amount of the Series 2015 Bonds, plus accrued interest. In making such determinations the Commission is authorized to rely upon data and computer runs provided by the Underwriter or the Municipal Advisor.

Approval of the matters delegated to the Commission under this Ordinance may be evidenced by execution of the bond purchase agreement or the final Official Statement.

Section 44. Necessary Actions. Any one or more of the officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale, and delivery of the Series 2015 Bonds in accordance with this Ordinance, and to pay costs of issuance including rating agency fees, bond insurance premiums, transfer agent fees, Municipal Advisor fees, bond counsel fees, printing the preliminary and final official statements, and any other costs necessary to accomplish sale and delivery of the Series 2015 Bonds.

Section 45. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Registered Owners from time to time of the Bonds; and the lien and pledge made in this Ordinance and the covenants and agreements therein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery

or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Ordinance.

Section 46. Repeal. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are repealed.

Section 47. Severability and Paragraph Headings. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 48. Publication and Recordation. This Ordinance shall be published in full in *The News-Herald*, a newspaper of general circulation in the City of Wyandotte qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 49. Effective Date. As provided in Act 94, this Ordinance shall be effective immediately upon its adoption.

Passed and adopted by the City of Wyandotte, County of Wayne, State of Michigan, on August 24, 2015.

Offered by Councilmember _____ and seconded by Councilmember _____.

YEAS: Councilmembers _____

NAYS: _____

ABSENT: Councilmember _____

Signed: _____
Joseph R. Peterson, Mayor

Signed: _____
Lawrence S. Stec, City Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance duly enacted by the City Council of the City of Wyandotte, County of Wayne, State of Michigan, at a regular meeting held on August 24, 2015, at 7:00 pm., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976. I further certify that the minutes of said meeting were kept and will he or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: Councilmembers _____ and that the following Members were absent: Councilmembers _____.

I further certify that Member _____ moved for adoption of said Ordinance and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said Ordinance: Councilmembers _____ and that the following Members voted against adoption of said Ordinance: _____

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signature of the Mayor and the City Clerk.

Signed: _____,
Lawrence S. Stec, City Clerk

BE IT RESOLVED by the City Council

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
	Sabuda	
	Sutherby-Fricke	
	Galeski	
	Schultz	
	Miciura Jr.	
	VanBoxell	

08-2015-03

Municipal Service Commission
City of Wyandotte
County of Wayne, State of Michigan

A RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF
AMENDED AND RESTATED
ELECTRIC SYSTEM REVENUE BOND ORDINANCE

I hereby certify that the following is a true and complete copy of an Resolution duly adopted by the Municipal Service Commission of the City of Wyandotte, County of Wayne, State of Michigan, at a Regular meeting held on August 19, 2015, at 5:00 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

RESOLVED that the Municipal Service Commission of the City of Wyandotte hereby approves the attached ordinance. The Commission respectfully requests that the City Council of the City of Wyandotte approve the attached ordinance with such additions as may be required by a Rating Agency or a Bond Insurer.

I further certify that the following Commission Members were present at the meeting: Lupo, Cole, Alderman, Hughes and Sadowski and that the following Commission Members were absent: NONE

I further certify that the following Commission Members voted for adoption of said Ordinance: Motion by Sadowski and Supported by Hughes to approve attached ordinance. Voted for adoption – Lupo, Cole, Alderman, Hughes and Sadowski and that the following Commission Members voted against adoption of said ordinance: NONE.

General Manager and Secretary

Show Cause

HEARING:

SHOW CAUSE HEARING
OPPORTUNITY TO SHOW CAUSE
WHY THE STRUCTURE AT 2136 BAUMEY
SHOULD NOT BE REMOVED
IN ACCORDANCE WITH THE CITY'S
PROPERTY MAINTENANCE ORDINANCE

RESOLUTION

DATE: August 24, 2015

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that a hearing was held on 20th of July 2015, where all parties were given an opportunity to show cause, if any they had, why the structure at 2136 Baumey, Wyandotte should not be demolished otherwise made safe, and

BE IT FURTHE RESOLVED that the Council considered the communication dated February 5, 2015, Show Cause Hearing Minutes from April 29, 2015, and inspection report dated February 4, 2015, and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 2136 Baumey, Wyandotte should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire; AND

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS	COUNCIL	NAYS
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	Van Boxell	

FIRST AND FINAL READING OF AN ORDINANCE:

AN AMENDED AND RESTATED ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE OF CITY OF WYANDOTTE ELECTRIC SYSTEM REVENUE BONDS UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED FOR THE PURPOSES OF PAYING COSTS OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, ENLARGEMENT, EXTENSION OR REPAIR OF THE CITY OF WYANDOTTE ELECTRIC SYSTEM AND REFUNDING OUTSTANDING ELECTRIC SYSTEM REVENUE BONDS; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; AND TO PROVIDE FOR RELATED MATTERS.

RESOLVED by the City of Wyandotte City Council that Council concurs with the Wyandotte Municipal Services Commission request for approval of the Amended and Restated Electric Revenue Bond Ordinance with such additions as may be required by a Rating Agency or a Bond Insurer, as follows,

City of Wyandotte
County of Wayne, State of Michigan

AMENDED AND RESTATED
ELECTRIC SYSTEM REVENUE BOND ORDINANCE

AN AMENDED AND RESTATED ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE OF CITY OF WYANDOTTE ELECTRIC SYSTEM REVENUE BONDS UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED FOR THE PURPOSES OF PAYING COSTS OF ACQUISITION, CONSTRUCTION, IMPROVEMENT, ENLARGEMENT, EXTENSION OR REPAIR OF THE CITY OF WYANDOTTE ELECTRIC SYSTEM AND REFUNDING OUTSTANDING ELECTRIC SYSTEM REVENUE BONDS; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; AND TO PROVIDE FOR RELATED MATTERS.

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in this Ordinance, and whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "acquire," "acquiring" and "acquired" shall include acquisition by purchase, construction or any other method.

(b) "Act 34" means the revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended.

(c) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(d) "Additional Bonds" means any additional bonds of equal standing with the outstanding Senior Lien Bonds (including the Series 2015 Bonds) issued pursuant to Section 21 of this Ordinance.

(e) "Aggregate Debt Service" for any period means, as of any date of calculation by the City, the sum of the amounts of the debt service for such period with respect to all Outstanding Senior Lien Bonds. In the event that any of the Outstanding Senior Lien Bonds bear interest at a variable rate, each such series of variable rate Bonds shall, for purposes of calculating Aggregate Debt Service, be assumed by the City to be the rate established for such computation in writing by the General Manager; provided, however, that such assumed rate shall not be less than the average rate borne by such variable rate Bonds during the twelve full calendar months immediately preceding the date on which such computation is made; and provided further, however, that, to the extent such variable rate Bonds have not been Outstanding during the entirety of such twelve month period, the assumed rate shall not be less than the average rate on the SIFMA Index during such twelve month period.

(f) "Aggregate Debt Service Requirement" means for any period, and as of any date of calculation, Aggregate Debt Service for such period, less any capitalized interest to be paid from the proceeds of the Bonds.

(g) "Bond Insurer" means a municipal bond insurance provider which is insuring any Outstanding Bonds.

(h) "Bond Reserve Account" means the Bond Reserve Account of the Redemption Fund established pursuant to Section 13(B) of this Ordinance.

(i) "Bond Reserve Requirement" means the lesser of (i) the maximum annual debt service requirements on the Outstanding Bonds, (ii) 125% of the average annual debt service requirements on the Outstanding Bonds, or (iii) the total of 10% of the original aggregate face amount of each series of the Outstanding Bonds, reduced by the net original issue discount, if any; provided, however, that the Reserve Requirement shall not at any time exceed the amount allowed to be invested at an unrestricted yield pursuant to Treas. Reg. Section 1.148-2(f)(2) or any successor provision thereto as applicable to the Bonds. For purposes of the Bond Reserve Requirement annual debt service on any variable rate Bonds shall not, after the issuance of such variable rate Bonds, be adjusted because of an adjustment to the interest rate borne by such variable rate Bonds.

(j) "Bonds" means the Series 2015 Bonds, any Additional Bonds, and any Junior Lien Bonds.

(k) "City" means the City of Wyandotte, Wayne County, Michigan.

(l) "Council" or "City Council" means the City Council of the City.

(m) "Commission" means the Municipal Service Commission created and established by Chapter VII of the Charter of the City.

(n) "Consulting Engineers" means the engineer or engineering firm or firms appointed from time to time, and having a favorable reputation for skill and experience in the design and operation of municipal electric utilities at the time retained by the Commission to perform the acts and carry out the duties provided for such Consulting Engineers in this Ordinance.

(o) "Event of Default" shall refer to one of the Events of Default specified in Section 22 of this Ordinance.

(p) "General Manager" or "Assistant General Manager" means the General Manager or Assistant General Manager of the City's Department of Municipal Service.

(q) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

(r) "Government Obligations" means (i) direct obligations of (including obligations issued or held in book entry form on the books of) the United States of America or an agency or an instrumentality of the United States or obligations guaranteed by the United States or (ii) repurchase agreements that are to settle on or before the date set for payment and that are secured by obligations described in subsection (i) of this sentence.

(s) "Investment Obligations" means to the extent authorized by law, and if provided by an investment policy duly adopted by the City, one or more of the following: (i) bonds, securities and other obligations of the United States or an agency or instrumentality of the United States; (ii) certificates of deposit, savings accounts, deposit accounts, or depository receipts of a Financial Institution who is eligible to be a depository of funds belonging to the State; (iii) commercial paper rated at the time of purchase within the two highest classifications established by not less than two nationally recognized rating services and that matures not more than 270 days after the date of purchase; repurchase agreements consisting of instruments listed in subdivision (i) above; (iv) bankers' acceptances of United States banks; (v) obligations of this State or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one nationally recognized rating service; (vi) mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investments that are legal for direct investment by a public corporation; (vii) investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118; and (viii) investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

(t) "Junior Lien Bonds" means bonds, bond anticipation notes issued under Act 34, Public Acts of Michigan, 2001, as amended, or other obligations which may be issued or incurred by the City to provide funds for any lawful purpose of the System which are of junior standing and priority of lien with respect to the Net Revenues to the claim of the Senior Lien Bonds.

(u) "Municipal Obligations" means any bonds or other obligations of the State of Michigan or of any agency, instrumentality or local governmental unit of the State of Michigan (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this definition of Municipal Obligation on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in sub-clause (i) of this definition of Municipal Obligation, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of Standard & Poor's Corporation and Moody's Investors Service, Inc. or any successors thereto.

(v) "Net Revenues" means the Revenues remaining after deducting the reasonable expenses of administration, operation, and maintenance of the System.

(w) "Operation and Maintenance Fund" means the Operation and Maintenance Fund established pursuant to Section 13(A) of this Ordinance.

(x) "Ordinance" means this Ordinance and any other ordinance amendatory or supplemental hereto.

(y) "Outstanding Bonds" means Bonds issued and delivered under this Ordinance except:

(i) Bonds canceled by the Transfer Agent;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys or Government Obligations, equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Ordinance and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portion of Bonds) are to be redeemed, notice of redemption shall have been given as provided in this Ordinance or provision satisfactory to the Transfer Agent shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered; and

(iv) Bonds no longer deemed to be Outstanding Bonds as provided in Section 7 of this Ordinance.

(z) "Prior Bonds" means the outstanding portion of the (i) Electric System Revenue Bonds, Series 2005A and Series 2005B authorized by Ordinance No. 831 and No. 1225 of the City, (ii) Electric System Revenue Bonds, Series 2009A authorized by Ordinance No. 831 and No. 1308 of the City, and (iii) Electric System Revenue Bond Anticipation Notes, Series 2014 –Taxable authorized by Ordinance No. 831 and No. 1404 of the City.

(aa) "Project" means the acquisition, construction, improvement, enlargement, extension or repair of the System to be acquired and constructed pursuant to this Ordinance.

(bb) "Rebate Fund" means the Rebate Fund established pursuant to Section 14 of this Ordinance.

(cc) "Receiving Fund" means the Receiving Fund established pursuant to Section 13 of this Ordinance.

(dd) "Redemption Fund" means the Bond and Interest Redemption Fund established pursuant to Section 13(B) of this Ordinance.

(ee) "Registered Owner" means the owner of a Bond as shown by the registration records as kept by the Transfer Agent.

(ff) "Replacement Fund" means the Replacement and Improvement Fund established pursuant to Section 13(D) of this Ordinance.

(gg) "Revenues" means the income derived from the rates charged for the services, facilities, and commodities furnished by the System. Revenues shall include earnings on investment of funds and accounts of the System required to be deposited in the Receiving Fund pursuant to this Ordinance and other revenues derived from or pledged to operation of the System.

(hh) "Senior Lien Bonds" means the Series 2015 Bonds, while they remain outstanding, and any Additional Bonds.

(ii) "Series 2015 Bonds" means the Electric System Revenue and Revenue Refunding Bonds, Series 2015 authorized by Section 4 of this Ordinance. If the Series 2015 Bonds are sold in two or more series then the term "Series 2015 Bonds" shall be construed to refer to both series.

(jj) "Series 2015 Construction Fund" means the Electric System Revenue Bonds Series 2015 Construction Fund created under Section 19(B) of this Ordinance.

(kk) "Series 2015 Escrow Fund" means the Electric System Revenue Bonds Series 2015 Escrow Fund created under Section 19(A) of this Ordinance.

(ll) "Series 2015 Project" refers to improvements to the Electric Utility System, including, but not limited to, acquisition and installation of upgrades of geographic, outage management and other data control software, a second transformer and 69kV and 40kV circuit upgrades, a redundant 120kV feed and all associated transformers, breakers and related equipment, and other approved improvements including Substation #7 transformer upgrades and Substation #8 transformer double-ending, together with any appurtenances and attachments thereto and any related site improvements to be acquired and constructed as part of the System with proceeds of the Series 2015 Bonds.

(mm) "Sufficient" means with respect to (i) cash or (ii) Government Obligations or (iii) Municipal Obligations, or any combination thereof, not redeemable at the option of the issuer thereof, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts, as to be fully sufficient to pay the interest as it comes due on the Bonds or any portion thereof and the principal and redemption premium, if any, on the Bonds or any portion thereof as they come due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations or cash shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the Transfer Agent.

(nn) "System" means the complete electric utility system of the City, including all electric generating units, plants, works, instrumentalities and properties, used or useful in connection with the generation and distribution of electricity and steam or hot water produced from the boilers of the System, together with the Project and all additions, extensions and improvements existing or hereafter acquired and all facilities.

(oo) "Transfer Agent" means U.S. Bank National Association, or such other bank selected by the City for payment of the Bonds.

(pp) "Trustee" means U.S. Bank National Association, or such other bank or trust company named as Trustee by the City to serve as Trustee pursuant to this Ordinance upon occurrence of an Event of Default, or any successor Trustee appointed pursuant to Section 32 of this Ordinance.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be necessary for the public health and welfare of the City to acquire the Series 2015 Project in accordance with the plans and specifications heretofore prepared by the Consulting Engineers which plans and specifications are hereby approved, and to refund the Prior Bonds.

Section 3. Costs of Series 2015 Project; Useful Life. The aggregate cost of the Series 2015 Project is estimated to be an amount not-to-exceed Fifteen Million Dollars ($15,000,000) subject to the taking of construction bids, including the payment of incidental expenses as specified in this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Series 2015 Project is estimated to be not less than thirty (30) years.

Section 4. Series 2015 Bonds Authorized. The City shall issue the Series 2015 Bonds pursuant to the provisions of Act 94 in one or more series in the aggregate principal amount of not-to-exceed Thirty-Five Million Dollars ($35,000,000) as finally determined at the time of sale, for the purposes of paying the costs of refunding the Prior Bonds and acquiring and constructing the Series 2015 Project, including payment of legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2015 Bonds, and depositing monies to the Bond Reserve Account as necessary to meet the Bond Reserve Requirement. The Series 2015 Bonds shall not be a general obligation of the City but shall be payable solely out of the Net Revenues of the System. The Commission is hereby authorized to determine, based upon the advice of bond counsel and the Municipal Advisor, whether to sell a portion of the Series 2015 Bonds as taxable bonds.

Section 5. Series 2015 Bond Data. The Series 2015 Bonds shall be designated as the ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BONDS, SERIES 2015, with any additional designations as determined by the Commission to distinguish tax-exempt and taxable bonds. The Series 2015 Bonds shall be issued as term bonds or serial bonds as determined at the time of sale of the Series 2015 Bonds, in fully-registered form in denominations of $5,000 or integral multiples thereof, not exceeding the amount of bonds maturing on the same date such bond matures, and shall be numbered in consecutive order of authentication from 1 upwards. The Series 2015 Bonds shall be dated as of such date as may be determined at the time of sale, and shall mature on October 1 in the years 2016 to 2044, inclusive, or such other dates as shall be determined at the time of sale, provided, however, that the Series 2015 Bonds shall mature within 30 years of the date of issuance thereof.

The Series 2015 Bonds shall bear interest at the rate or rates to be determined at the time of sale of the Series 2015 Bonds, payable on April 1, 2016, or such other date as approved at the time of sale thereof, and semi-annually thereafter by check drawn on the Transfer Agent and mailed to the registered owner at the registered address, as shown on the registration books of the City maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Series 2015 Bonds shall be payable at the designated office of the Transfer Agent.

The Series 2015 Bonds may be subject to redemption prior to maturity at the times and prices finally determined at the time of sale. In the event that any of the Series 2015 Bonds shall be issued as term bonds, the mandatory redemption requirements for such term bonds shall be specified at the time of sale.

Unless waived by any registered owner of bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the bonds called for redemption are to be surrendered for payment; and that interest on the bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Series 2015 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk. The Series 2015 Bonds shall have the corporate seal of the City impressed or printed thereon. If any of the Series 2015 Bonds shall be signed by the facsimile signature of both the Mayor and the City Clerk then such bond shall not be valid until authenticated by an authorized officer of the Transfer Agent. The Series 2015 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser in accordance with instructions from the City upon payment of the purchase price therefor in accordance with the bond purchase agreement with the purchaser of the Series 2015 Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

The Series 2015 Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and any official of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Series 2015 Bonds in book-entry-only form and to make such changes in the bond form within the parameters of this Ordinance as may be required to accomplish the foregoing. If the Series 2015 Bonds are held in book-entry form by DTC, payment of principal of and interest shall be made in the manner prescribed by DTC.

Any Series 2015 Bond may be transferred upon the books of the City maintained by the Transfer Agent by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Series 2015 Bond or Bonds shall be surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds of the same series for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of, or exchange any bond during a period beginning at the opening of 15 business days before the day of the mailing of a notice of redemption of bonds selected for redemption prior to maturity and ending at the close of business on the day of that mailing, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part. Notwithstanding the foregoing, if the Series 2015 Bonds are held by DTC in book-entry form, the transfer of the Series 2015 Bonds shall be made in the manner prescribed by DTC.

Section 6. Senior Lien Bond Form. The Senior Lien Bonds, including the Series 2015 Bonds, shall be in substantially the following form with such revisions, additions and deletions as may be advisable or necessary to comply with the final terms established upon sale thereof.

The Commission is hereby authorized on behalf of the City to select a bank or trust company to act as registrar and Transfer Agent for each series of Bonds authorized and issued pursuant to this Ordinance and to insert the name of such Transfer Agent in the appropriate places in the bond form.

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE

CITY OF WYANDOTTE
ELECTRIC SYSTEM REVENUE [AND REVENUE] [REFUNDING] BOND
[SERIES DESIGNATION]

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP

Registered Owner:

Principal Amount:

The CITY OF WYANDOTTE, County of Wayne, State of Michigan (the "City"), acknowledges itself to owe, and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, but only out of the hereinafter described Net Revenues, the Principal Amount specified above, in lawful money of

the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [first payment date] and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of U.S. Bank National Association, Detroit, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the Registered Owner of record not less than sixty (60) days prior to an interest payment date (the "Transfer Agent"). Interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the Registered Owner of record at the registered address. The date of determination of Registered Owner for purposes of payment of interest may be changed by the City to conform to market practice in the future. For the prompt payment of the principal of and interest on this bond, the revenues of the Electric Utility System of the City including all appurtenances, extensions and improvements thereto (the "Electric Utility System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and certain funds and accounts established by the Ordinance (defined below), are irrevocably pledged and a statutory lien thereon has been created. [This bond and the series of which it is one are of equal standing and priority of lien as to the Net Revenues of the Electric Utility System with the City's outstanding series].

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $[principal amount], issued pursuant to Ordinance No. [ordinance number] (the "Ordinance") duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended ("Act 94") for the purposes of acquiring and constructing improvements to the Electric Utility System, refunding bonds previously issued which are secured by Net Revenues[, to fund the bond reserve account for the bonds,] and to pay costs of issuance of the bonds.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance. The City has reserved the right to issue additional bonds of equal standing with the bonds of this issue on the conditions stated in the Ordinance. Copies of the Ordinance are on file at the office of the City Clerk and at the designated corporate trust office of U.S. Bank National Association, as Trustee (the "Trustee"), and reference is made to the Ordinance and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94 for a more complete description of the pledges and covenants securing the bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Ordinance, the provisions of the Ordinance or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds then outstanding.

Bonds maturing in the years [maturity dates of bonds which can't be prepaid] inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions thereof in multiples of $5,000 maturing on or after [first maturity date of bonds which can be prepaid], will be subject to redemption prior to maturity at the option of the City on any date occurring on or after [first date bonds can be prepaid], in such order as the City may determine and within any maturity by lot at par plus accrued interest to the date fixed for redemption.

[If Term Bonds are sold, language describing
mandatory sinking fund redemption of Term Bonds]

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner

a new bond of the same maturity and interest rate in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to each registered owner of bonds or portions thereof to be redeemed by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner as shown on the registration books of the City. Bonds shall be called for redemption in multiples of $5,000, and bonds of denominations of more than $5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bonds by $5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in the same aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof with the same interest rate and maturity. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bonds or portion thereof.

This bond is transferable only upon the books of the City kept for that purpose at the office of the Transfer Agent by the Registered Owner hereof in person, or by the Registered Owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly authorized in writing and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon the payment of the charges, if any, therein prescribed. The Transfer Agent shall not be required (i) to issue, register the transfer of, or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption under the Ordinance and ending at the close of business on the date of that mailing, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST SOLELY FROM THE NET REVENUES OF THE ELECTRIC UTILITY SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE ORDINANCE. THE PRINCIPAL OF AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY LIEN HEREINBEFORE DESCRIBED.

The City has covenanted and agreed in the Ordinance to fix, establish, maintain and collect at all times while any bonds payable from Net Revenues shall be outstanding, such rates, fees, and charges for the sale of the output, capacity, use or service furnished by the Electric Utility System as shall be reasonably expected to yield Net Revenues equal to at least the sum of 110% of the amount necessary to provide for payment of the interest upon and the principal of all bonds payable from the Net Revenues of the Electric Utility System as and when the same become due and payable, and in addition to maintain a bond and interest redemption fund (including a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the Electric Utility System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the Electric Utility System as are required by the Ordinance.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Wyandotte, County of Wayne, State of Michigan, by its City Council, has caused this bond to be signed in the name of said City [by] / [with the facsimile signatures of] its Mayor and its

City Clerk and the City seal or a facsimile thereof to be [manually impressed/printed], all as of the Date of Original Issue.

CITY OF WYANDOTTE

By _____[facsimile]_____
Mayor

(Seal)

Countersigned:

By ___[facsimile]_____
City Clerk

[*STANDARD FORM OF AUTHENTICATION CERTIFICATE AND ASSIGNMENT*]

Section 7. Payment of Bonds; Defeasance. The Bonds and the interest thereon shall be payable solely from the Net Revenues (except to the extent payable from the proceeds of bond insurance or other credit enhancement or from the proceeds of Bonds), and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien subject only to the lien rights created for the Prior Bonds by Ordinance No. 831, as amended (the "Prior Lien"). Pursuant to provisions of Act 94, the City hereby pledges to the repayment of principal of, interest on and redemption premiums, if any, on the Bonds, the funds and accounts established by this Ordinance other than the Rebate Account, and a statutory lien is hereby created on such funds and accounts. The liens and pledge provided above shall continue until payment in full of the principal of and interest on all Bonds payable from Net Revenues, or, until Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof shall have been deposited in trust for payment in full of the principal of and the interest on all Bonds to be paid or defeased to their maturity, or, if called or if irrevocable instructions have been given to call for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof, as provided in the previous sentence, the statutory lien herein created shall be terminated with respect to the Bonds to be defeased, the Registered Owners of these Bonds shall have no further rights under this Ordinance except for payment from the deposited funds and for rights of replacement, registration and transfer, and such Bonds shall no longer be considered to be Outstanding Bonds under this Ordinance.

The Prior Lien secures the payment of the principal of and interest on the Prior Bonds. Pursuant to Section 19 of this Ordinance, proceeds of the Series 2015 Bonds shall be deposited in the Series 2015 Escrow Fund in an amount sufficient (together with other monies available to the City) to refund the Prior Bonds as they come due or on such earlier redemption date as may be determined at the time of sale of the Series 2015 Bonds. Pursuant to Ordinance No. 831, as amended, to the extent there is any deficiency in the Series 2015 Escrow Fund for payment of principal of or interest on the outstanding Prior Bonds, the outstanding Prior Bonds and the claim of the Prior Bonds to the Net Revenues and the funds and accounts of the System shall be superior and prior to the claim of the Bonds to the extent of such insufficiency. The Commission is authorized on behalf of the City to segregate funds or create sub-accounts in the funds of the System to effect such priority as provided in No. 831, as amended.

Section 8. Management. The operation, repair and management of the System and the acquisition of the Project shall be under the supervision and control of the Commission subject to such rights and duties as are reserved by law to the Council.

Section 9. Charges. The rates to be charged for service furnished by the System and the methods of collection and enforcement of the collection of said rates shall be those permitted by law and established by the Commission and in effect in the City on the date of adoption of this Ordinance, which rates and methods of collection and enforcement are hereby approved by the Council.

Section 10. No Free Service. No free service shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality.

Section 11. Rate Covenant. The City will at all times fix, establish, maintain and collect rates, fees and charges for the sale of the output, capacity, use or service of the System which, together with other income, are reasonably expected to yield Net Revenues equal to at least 110% of the Aggregate Debt Service Requirement on the Senior Lien Bonds for the forthcoming twelve (12) month period plus such amount as is necessary to comply with all covenants in this Ordinance and to pay all charges and liens whatsoever payable out of Net Revenues in such period. In calculating Net Revenues under this Section 11 the City shall not include any investment earnings to be received from investment of the Bond Reserve Account.

Section 12. Operating Year. The System shall be operated on the basis of an operating year commencing on October 1 and ending on September 30. For purposes of determining the annual Aggregate Debt Service Requirements for any operating year, payments of principal and interest due on October 1 shall be considered to be part of the Aggregate Debt Service Requirements for the preceding operating year.

Section 13. Funds and Accounts; Flow of Funds. All Revenues of the System shall be set aside as collected and credited to a fund to be designated ELECTRIC UTILITY SYSTEM RECEIVING FUND. The Revenues so credited are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times hereinafter specified:

A. OPERATION AND MAINTENANCE FUND:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to a fund hereby ordered to be established, maintained and designated OPERATION AND MAINTENANCE FUND, a sum sufficient to provide for the payment of the expenses of administration and operation of the System including such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

The Commission, prior to the commencement of each operating year, shall adopt a budget covering the foregoing expenses for each year. During the course of the operating year, the total of such expenses shall not exceed the total amount specified in said budget, except by a vote of two thirds (2/3) of the members elect of the Commission. No payments shall be made to the City from monies credited to the Operation and Maintenance Fund except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION FUND:

There shall be established and maintained a separate depositary fund designated BOND AND INTEREST REDEMPTION FUND, the moneys on deposit therein from time to time to be used solely, except for required deposits to the Rebate Fund, for the purpose of paying the principal of, redemption premiums (if any) and interest on the Senior Lien Bonds.

Out of the Revenues remaining in the Receiving Fund, after provision for the credit or deposit to the Operation and Maintenance Fund, there shall next be set aside, monthly, in the Redemption Fund a sum proportionately sufficient to provide for the payment of the principal of, mandatory redemption requirements, if any, and interest on the Senior Lien Bonds as and when the same become due and payable, subject to any credit therefor as provided in this Section 13(B). If there shall be any deficiency in the amount previously required to be set aside, then the amount of such deficiency shall be added to the next succeeding month's requirements.

There is hereby established in the Redemption Fund a separate account to be known as the Bond Reserve Account. Upon the delivery of the Series 2015 Bonds all monies, funds and investments held for the credit of the reserve account for the Prior Bonds shall be deposited in the Bond Reserve Account. In addition, from the proceeds of the sale of the Series 2015 Bonds there shall be deposited an amount in the Bond Reserve Account which shall cause the amount on deposit in the Bond Reserve Account to equal the Bond Reserve Requirement. The City may meet the Bond Reserve Requirement by cash, a letter of credit, a surety bond, or an insurance policy if the provider or issuer thereof shall be rated by a nationally recognized bond rating agency as high or higher than the Senior Lien Bonds. Except as hereinafter provided, the moneys credited to the Bond Reserve Account shall be used solely for the payment of the principal of, redemption premiums (if any) and interest on the Senior Lien Bonds as to which there would otherwise be a default. If at any time it shall be necessary to use the moneys or the surety bond credited

to the Bond Reserve Account for such payment, then the moneys so used shall be replaced or repaid over a period of not more than 5 years or such other period as required by the surety bond from the Net Revenues first received thereafter which are not required for current principal and interest requirements. If at any time there is any excess in the Bond Reserve Account over the Bond Reserve Requirement, such excess may be transferred to such fund or account as the City shall direct. If Additional Bonds (except Additional Bonds used for refunding) from time to time are issued, each ordinance authorizing such Additional Bonds shall provide for additional deposits to the Redemption Fund for credit to the Bond Reserve Account from the proceeds of such Additional Bonds equal to not less than one half of the maximum annual principal and interest requirements for such Additional Bonds and make additional equal deposits for a period of five years from the dates of issuance of each issue of Additional Bonds in such an amount as will result in the total credited to the Bond Reserve Account being equal to not less than Bond Reserve Requirement.

No further payments need be made into the Redemption Fund after enough of the Senior Lien Bonds have been retired so that the amount then held in the Redemption Fund (including the Bond Reserve Account) is equal to the entire amount of principal and interest which will be payable at the time of maturity of all Outstanding Senior Lien Bonds and the monies so held shall be used solely to pay the principal of and interest on the Senior Lien Bonds including redemption premiums, if any, as the Senior Lien Bonds become due either by maturity or by redemption prior to maturity.

A redemption requirement for the Senior Lien Bonds may be satisfied by calling the Senior Lien Bonds as provided in this Ordinance or by the purchase and surrender to the Transfer Agent of Senior Lien Bonds of the same issue and maturity from moneys allocated therefor as provided herein, or purchased with other funds legally available therefor. The City shall elect the manner in which it intends to satisfy a redemption requirement not less than forty five days prior to the date of redemption.

C. JUNIOR LIEN BOND AND INTEREST REDEMPTION FUND:

If the City shall ever issue Junior Lien Bonds, there shall be established and maintained a separate depositary fund for the purpose of paying the principal, redemption premiums, if any, and interest on such Junior Lien Bonds as they come due. Revenues remaining in the Receiving Fund, after provision has been made for the requirements of the Operation and Maintenance Fund and of the Redemption Fund including the Bond Reserve Account, shall be set aside, but not more often than monthly, in a fund for the Junior Lien Bonds in accordance with the ordinance authorizing the issuance of the Junior Lien Bonds. Additionally, a separate account may also be established within such fund as a bond reserve account to be funded on a junior lien basis in accordance with the ordinance authorizing the issuance of the Junior Lien Bonds. The detail of the establishment and maintenance of such fund shall be provided in the ordinance of the Council authorizing the issuance of such Junior Lien Bonds.

D. REPLACEMENT AND IMPROVEMENT FUND:

There next shall be established and maintained a fund designated REPLACEMENT AND IMPROVEMENT FUND. Except as hereinafter provided, the money credited thereto shall be used solely for the purpose of making major repairs, replacements and improvements to the System. There shall next be set aside in or credited to the Replacement Fund, after provision is made for the requirements of the foregoing funds and accounts, a total amount of not less than Two Hundred Fifty Thousand ($250,000) Dollars. If at any time it shall be necessary to use moneys in the Replacement Fund the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Rebate Fund, Operation and Maintenance Fund, Redemption Fund (including the Bond Reserve Account), or the Junior Lien Bond and Interest Redemption Fund.

E. SURPLUS MONEYS:

Any Revenues in the Receiving Fund at the end of any quarter of any operating year after satisfying all requirements of the Operation and Maintenance Fund, the Redemption Fund (including the Bond Reserve Account), the Replacement Fund, Rebate Fund and the Junior Lien Bond and Interest Redemption Fund shall be deemed to be surplus moneys, and may, at the option of the Commission be used for any of the following purposes:

1. Transferred to the General Fund of the City as a payment in lieu of taxes. The amount so transferred to the General Fund in any operating year shall not exceed the total of the payments made by the City to the System for services furnished to the City for street and public safety lighting purposes for the prior operating year.

2. Transferred to the construction fund for the purpose of paying the costs of the Project.

3. After completion of the Project, transferred to the Replacement Fund.

4. After completion of the Project, transferred to the Redemption Fund and used for the redemption, payment, or purchase of Bonds.

If there should be any deficit in the Operation and Maintenance Fund, Redemption Fund (including the Bond Reserve Account), Junior Lien Redemption Fund, or the Replacement Fund on account of defaults in setting aside therein the amounts required herein, then transfers shall be made from the moneys remaining in the Receiving Fund at the end of any operating year to those funds in the priority and order specified herein to the extent of any deficit before any other disposition is made of said monies in the Receiving Fund at the end of any operating year.

Section 14. Rebate Fund. There shall be established and maintained a fund designated the REBATE FUND. Moneys representing investment earnings or profits shall be transferred annually from all funds and accounts established under this Ordinance and deposited in the Rebate Fund in an amount sufficient to enable the City to rebate investment earnings to the federal government, if necessary, in accordance with the requirements of the Internal Revenue Code. Funds on deposit in the Rebate Fund are not pledged as security for the Bonds. Monies shall be deposited in the Rebate Fund and shall be rebated to the federal government unless the City has received an opinion of nationally recognized bond counsel that failure to take such actions will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on such Bonds.

Section 15. Segregation of Accounts; Funds on Hand.

(a) Moneys in the several funds and accounts established pursuant to this Ordinance, except moneys in the Redemption Fund (including the Bond Reserve Account), the Junior Lien Redemption Fund, and the Rebate Fund, and moneys derived from the proceeds of sale of the Bonds, may be kept in one deposit account, in which event the moneys in said account shall be allocated on the books and records of the City or deposited to the funds and accounts herein established, in the manner and at the times provided in this Ordinance.

(b) Upon delivery of the Series 2015 Bonds, funds on hand under the ordinances authorizing the Prior Bonds shall be deposited as follows:

1. Funds in the Bond Reserve Account established under the ordinances authorizing the Prior Bonds shall be deposited, in the amounts determined by the Commission, (1) in the Series 2015 Escrow Fund established under Section 19(A) of this Ordinance and/or (2) in the Bond Reserve Account established under this Ordinance, and/or (3) in the Series 2015 Construction Fund.

2. Funds in the Replacement Fund established under the ordinances authorizing the Prior Bonds shall be deposited in the Replacement Fund established under this Ordinance.

3. Funds of the System on hand shall be deposited, in the amounts determined by the Commission, (1) in the Series 2015 Construction Fund and/or (2) in the Receiving Fund and transferred in accordance with the provisions of Section 13 of this Ordinance.

Section 16. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund, the Redemption Fund, or the Junior Lien Bond and Interest Redemption Fund, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Fund, second, to the Redemption Fund, to the extent of any deficit therein, and third, to the Junior Lien Bond and Interest Redemption Fund.

Section 17. Investments. Moneys in the funds and account established herein, and moneys derived from the proceeds of sale of the Bonds except as provided in Section 19 of this Ordinance, may be invested by the Commission on behalf of the City in Investment Obligations. Investment of moneys in the Redemption Fund being accumulated for payment on the next maturing principal or interest payment on the Bonds shall be limited to Government Obligations bearing maturity dates prior to the date of the next maturing principal or interest payment respectively on the Bonds. Investment of moneys in any other funds or account, including moneys derived from the proceeds of sale of the Bonds, shall be limited to obligations bearing maturity dates or subject to redemption, at the option of the holder thereof, not later than the time estimated by the City when the moneys from such investments will be required. In the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which such purchase was made. Earnings or profits on any investment of funds in any fund or account established in this Ordinance shall be deposited in or credited to the Rebate Fund to extent necessary as required by Section 14 of this Ordinance and any earnings or profits remaining in the Receiving Fund, Operation and Maintenance Fund, Redemption Fund and, at any time after they are fully funded, the Bond Reserve Account and the Replacement Fund, shall be deposited in or credited to the Receiving Fund provided, however, that any earning or profit on the Bond Reserve Account received prior to the completion of the Project shall be deposited in the construction fund.

The City shall value investments in the Bond Reserve Account at fair market value and marked to market at least once per year. The average duration of investments in the Bond Reserve Account may not have maturities extending beyond 5 years.

The City covenants and agrees that to the extent permitted by law, it shall take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on Bonds issued as tax-exempt bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non Arbitrage and Tax Compliance Certificate to be delivered by the City with the Bonds.

Section 18. Applicable Law. The Bonds shall be sold and the proceeds applied in accordance with the provisions of Act 94.

Section 19. Proceeds of Series 2015 Bonds. The Commission shall create funds for deposit of proceeds of sale of the Series 2015 Bonds, and shall use the proceeds of sale of the Series 2015 Bonds as provided in this section.

A. SERIES 2015 ESCROW FUND:

There shall be established and maintained a separate depositary fund designated as the ELECTRIC SYSTEM REVENUE BONDS SERIES 2015 ESCROW FUND in order to secure payment of the payment of principal of and interest on the Prior Bonds. In order to provide for the safekeeping, investment, reinvestment, administration and disposition of the Series 2015 Escrow Fund, the City shall enter into an escrow agreement with U.S. Bank National Association, which is hereby designated to serve as escrow trustee. The escrow agreement shall irrevocably direct the escrow trustee to hold the Series 2015 Escrow Fund in trust for the payment of the principal of and interest on the Prior Bonds.

There shall be deposited in the Series 2015 Escrow Fund cash and/or investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, not redeemable at the option of the issuer, and in an amount sufficient, without reinvestment, to pay principal of and interest on the Prior Bonds, provided, however, that the Commission may pay off the Electric System Revenue Bond Anticipation Notes, Series 2014 –Taxable (the "Notes") on the date of delivery of the Series 2015 Bonds without being required to deposit payment for the Notes in the Series 2015 Escrow Fund.

The Commission is hereby authorized to execute and deliver the escrow agreement and to purchase, or cause to be purchased, escrow securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Series 2015 Escrow Fund.

The Commission is hereby directed to select an independent certified public accountant to serve as verification agent to verify that the securities and cash to be deposited to the Series 2015 Escrow Fund will be sufficient to provide, at the times and in the amounts required, sufficient moneys to pay the principal of and interest on the Prior Bonds.

The Commission is hereby authorized to transfer monies from the Redemption Fund to the Series 2015 Escrow Fund to be invested as provided in the Escrow Agreement and to be used to pay principal and interest on the Prior Bonds.

B. SERIES 2015 CONSTRUCTION FUND:

There shall be established and maintained a separate depositary fund designated as the ELECTRIC SYSTEM REVENUE BONDS SERIES 2015 CONSTRUCTION FUND in a bank qualified to act as depository of the proceeds of sale of revenue bonds under the provisions of Section 15 of Act 94. If the Series 2015 Bonds are sold as both a tax exempt series and a taxable series then separate accounts shall be established within the Series 2015 Construction Fund for proceeds of each series. Monies in the Series 2015 Construction Fund shall be applied solely in payment of the cost of the Series 2015 Project and any costs of engineering, legal, bond issuance and other expenses incident thereto and to the issuance of the Series 2015 Bonds. Any unexpended balance of the proceeds of sale of the Series 2015 Bonds remaining in the Series 2015 Construction Fund after completion of the Series 2015 Project may, in the discretion of the Commission, be used for meeting requirements, if any, of the Bond Reserve Account, or for further improvements, enlargements and extension to the System. Any balance remaining after such expenditure shall be paid into the Redemption Fund.

C. PROCEEDS OF SERIES 2015 BONDS

From the proceeds of sale of the Series 2015 Bonds there first shall be immediately deposited in the Redemption Fund an amount equal to the accrued interest, if any, received on delivery of the Series 2015 Bonds, and the City may take credit for the amount so deposited against the amount required to be deposited in the Redemption Fund for payment of the next maturing interest. All or a portion of any premium received upon delivery of the Series 2015 Bonds may be deposited in either the Redemption Fund, the Series 2015 Escrow Fund or the Series 2015 Construction Fund, as determined by the Commission in consultation with bond counsel.

Next the City shall provide for payment or defeasance of principal of and interest on the Notes, either by calling the Notes for redemption on the date of delivery of the Series 2015 Bonds and paying off the Notes upon receipt of proceeds of the Series 2015 Bonds, or by defeasing the Notes through deposit to the Series 2015 Escrow Fund.

There shall next be deposited from the proceeds of sale of the Series 2015 Bonds the amount necessary, together with other funds available to the City, to fully fund the Series 2015 Escrow Fund as described in Section 19(A).

There shall next be deposited from the proceeds of sale of the Series 2015 Bonds to the Bond Reserve Account an amount, if any, designated by the Commission at the time of sale as necessary to meet the requirements of this Ordinance.

The remaining proceeds of sale of the Series 2015 Bonds shall be deposited to the Series 2015 Construction Fund, and, at the discretion of the Commission, to a costs of issuance fund to pay for costs of issuance of the Series 2015 Bonds and refunding of the Prior Bonds.

Section 20. Covenants. The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain as Outstanding Bonds and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan and this Ordinance.

(b) The Council will cause to be maintained and kept by the Commission proper books of record and account separate from all other records and accounts of the City in accordance with Act 2, Public Acts of Michigan, 1968, as amended. Either the Council or the Commission will cause an annual audit of the books of record and account of the System for the preceding operating year each year by a recognized independent certified public accountant. The audit shall be completed and so made available in accordance with Act 2, Public Acts of Michigan 1968, as amended.

(c) The City shall maintain and carry, for the benefit of the Registered Owners of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of electric utility systems. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be placed in the Redemption Fund and used for the purpose of redeeming or purchasing Bonds.

(d) The Commission will not sell, lease, mortgage or otherwise dispose of any part of the System, except for sales or exchanges of property or facilities (1) which are not useful in the operation of the System, or (2) for which the proceeds received are, or the fair market value of the subject property (as certified by the Consulting Engineers) is, less than 1% of the Revenues of the preceding fiscal year, or (3) as to which the Consulting Engineers certify that the ability of the Commission to comply with the rate covenant described in Section 11 of this Ordinance will not be impaired.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate an electric system that will compete with the System unless required or authorized by law and the City will not operate a system that will compete with the System.

(f) The City and the Commission will use their best efforts to enforce any contracts to which they are a party regarding providing of electrical service.

(g) Any bonds issued by the City payable from the Net Revenues of the System shall be issued under this Ordinance, and the City will not issue any bonds pursuant to the ordinances which authorized the Prior Bonds.

Section 21. Additional Bonds. The right is reserved, in accordance with the provisions of Act 94, to issue additional bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Senior Lien Bonds but only for the following purposes and under the following terms and conditions.

(a) To complete the Project in accordance with the plans and specifications therefor. Such Bonds shall not be authorized unless the Consulting Engineers shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the City Clerk, it shall be the duty of the Council to provide for and issue Additional Bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus in accordance with the plans and specifications plus an amount necessary to pay the cost of issuing such Bonds or to provide for part or all of such amount from other sources legally available therefor.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding a part of any Outstanding Bonds (unless such partial refunding is done in compliance with (c) below) and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the average actual or augmented Net Revenues of the System for any consecutive twelve month period out of the 16 months preceding the adoption of the ordinance authorizing the issuance of such Bonds shall be equal to at least one hundred twenty five (125%) percent of the maximum Aggregate Debt Service Requirement in any current or future fiscal year on the Outstanding Bonds and on the Additional Bonds then being issued in the opinion of or as certified by an Independent Certified Public Accountant. If the Additional Bonds are to be issued in whole or in part for the purpose of refunding Outstanding Bonds, the maximum Aggregate Debt Service shall be determined by deducting

from the principal and interest requirements for each operating year the annual Aggregate Debt Service Requirements of any Bonds to be refunded from the proceeds of the Additional Bonds.

Net Revenues may be augmented as follows for the purposes of this subsection (b):

1) If the System rates, fees or charges shall be increased at or prior to the time of authorizing the Additional Bonds, the Net Revenues may be augmented by an amount which in the opinion of the Consulting Engineers will reflect the effect of the increase had the System's billings during such time been at the increased rates.

2) The actual Net Revenues may be augmented by the estimated increase in Net Revenues which in the opinion of the Consulting Engineers will accrue (a) as a result of new customers who have been identified by an agreement to purchase service from the System who had not been serviced during the preceding 12 months or (b) as a result of any other new customer or expansion of service to any existing customers or (c) as a result of potential customers which exist in a new service area who will be serviced by the acquisition of the repairs, extensions, enlargements and improvements to said System which have been made during the preceding twelve months or which will be acquired in whole or in part from the proceeds of the Additional Bonds to be issued.

3) If the Bond Reserve Account is to be fully funded to an amount equal to the Bond Reserve Requirement funded from the proceeds of Additional Bonds then the actual Net Revenues may be augmented by an amount equal to the investment income representing interest on investments estimated to be received each operating year from the addition to the Bond Reserve Account to be funded from the proceeds of the Additional Bonds being issued.

No Additional Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in subparagraphs (b) or (d) if the City shall then be in default in making its required payments to the Operating and Maintenance Fund or the Redemption Fund.

(c) For refunding all of the Outstanding Bonds and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. For refunding a part of the Outstanding Bonds and paying costs of issuing such Additional Bonds, if after giving effect to the refunding the maximum amount of Aggregate Debt Service in each future fiscal year shall be less than the Aggregate Debt Service in each future fiscal year prior to giving effect to the refunding.

(d) Additional Bonds may be issued without meeting any of the conditions and tests set forth in subsection (b) above for any one or more of the following purposes:

(i) the cost of acquisition and construction of any repairs, replacements, betterments, improvements, major renewals or corrections of any damage or loss to the System necessary, in the opinion of the Consulting Engineers, to keep the System in good operating condition or to prevent a loss of Revenues therefrom to the extent that the cost thereof cannot reasonably be paid from the Replacement Fund or from insurance proceeds, or

(ii) the cost of decommissioning, disposal or termination of any part of the System.

Determination by the Council as to existence of conditions permitting the issuance of Additional Bonds shall be conclusive, provided this shall not eliminate any requirement for any other approval required herein.

As long as any Outstanding Bonds are insured, or any policy costs thereon are owed to a Bond Insurer, the City shall get the prior written consent of the Bond Insurer before the issuance of Additional Bonds under subsections (a) and (d) of this Section 21, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing requirements of this Section 21, the City reserves the right to issue Junior Lien Bonds payable as provided herein.

Section 22. Events of Default. Each of the following events, with respect to an issue of Bonds, is hereby declared an "Event of Default":

(a) default in the payment of the principal of or interest, or redemption premium, if any, on any Bond after the same shall become due, whether at maturity or upon call for redemption; or

(b) default by the City or the Commission in the performance or observance of any other of the covenants, agreements or conditions on its part in this Ordinance, or contained in the Bonds; provided, no such default shall constitute an Event of Default until written notice thereof shall have been given by the Registered Owners of not less than twenty percent (20%) in principal amount of the Outstanding Bonds to the City and the City shall have had sixty (60) days after receipt of such notice to correct such default or cause the same to be corrected and shall not have corrected such default or caused the same to be corrected within such period; and provided, further, that if the default be such that it cannot be corrected within such period, it shall not constitute an Event of Default if action to correct the same is instituted within such period and diligently pursued until the default is corrected.

The City shall forward a copy of any such notice as described in this Section 22(b) to the Trustee and to any Bond Insurer which is insuring Bonds subject to an Event of Default.

The Transfer Agent shall notify the Trustee and any Bond Insurer which is insuring Bonds subject to an Event of Default if the Transfer Agent lacks sufficient funds for the payment of the principal of, or interest, or redemption premium, if any, on any Bond when the same shall become due whether at maturity or upon call for redemption.

Section 23. Accounting and Examination of Records After Default. The Commission covenants that (i) if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Commission and all other records relating to the System shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys, and (ii) if an Event of Default shall have happened and shall not have been remedied, the Commission, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under this Ordinance for such period as shall be stated in such demand.

Section 24. Application of Revenues and Other Moneys After Default. The Commission covenants that if an Event of Default shall happen and shall not have been remedied, the Commission, upon the demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the Commission in any fund or account established under this Ordinance, and (ii) all Revenues as promptly as practicable after receipt thereof. During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(a) To the payment of the reasonable and proper charges, expenses and liabilities of the Trustee, and to the payment of the amounts required for operation and maintenance expenses and for the reasonable renewals, repairs and replacements of the System necessary in the judgment of the Trustee to prevent loss of Revenues. For this purpose the books of record and accounts of the Commission relating to the System shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default; and

(b) To the payment of the interest and principal or redemption price then due on the Bonds, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates,

and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption price due on such date, to the persons entitled thereto, without any discrimination or preference.

If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the City under this Ordinance, including the principal and redemption price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the City, or provisions satisfactory to the Trustee shall be made for such payment, and all defaults under this Ordinance or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Commission, all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Ordinance to be deposited or pledged, with the Trustee), and thereupon the Commission and the Trustee shall be restored, respectively, to their former positions and rights under this Ordinance. No such payment over to the Commission by the Trustee nor such restoration of the City and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Ordinance or impair any right consequent thereon.

Section 25. Appointment of Receiver and Statutory Rights. In the event of a default in the punctual payment of principal of and interest on the Bonds when due, the Trustee shall have the right to apply in an appropriate proceeding for the appointment of a receiver of the System in accordance with the provisions of Act 94. Subject to the provisions of Section 27 of this Ordinance, the Registered Owners of Bonds representing in the aggregate not less than twenty percent (20%) of all Outstanding Bonds, may protect and enforce the statutory lien and pledge of the funds and accounts and Net Revenues created by Act 94, and enforce and compel the performance of all duties of the officials of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of Revenues, and the proper application of Revenues. In addition to the rights conferred to Registered Owners by this Ordinance, the Registered Owners shall have all the rights conferred by the Act 94; provided, however, that the Registered Owner of each Bond agrees to enforce such right subject to the provisions of Section 27. The statutory lien upon the Net Revenues, however, shall not be construed to compel the sale of the System or any part thereof.

Section 26. Proceedings Brought by Trustee. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Registered Owners of not less than 20% in principal amount of the Outstanding Bonds shall proceed, to protect and enforce its rights and the rights of the Registered Owners of the Bonds under this Ordinance forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Commission as if the Commission were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Ordinance.

All rights of action under this Ordinance may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

Subject to the provisions of Section 27, the Registered Owners of not less than twenty percent in principal amount of the Outstanding Bonds may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Registered Owners not parties to such direction.

Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Ordinance, the Trustee shall be entitled to exercise any and all rights and powers

conferred in this Ordinance and provided to be exercised by the Trustee upon the concurrence of any Event of Default.

Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Registered Owners of not less than 20% in principal amount of the Outstanding Bonds, and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Ordinance or any acts which may be unlawful or in violation of this Ordinance, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Registered Owners.

Section 27. Restriction on Registered Owner's Action. No Registered Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance, unless such Registered Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Ordinance, and the Registered Owners of at least 20% in principal amount of the Outstanding Bonds shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in this Ordinance or by Act 94 or by the laws of the State of Michigan or to institute such action, suit or proceeding in its own name, and unless such Registered Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Registered Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the liens or pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for equal benefit of all Registered Owners of the Outstanding Bonds; provided, however, nothing herein shall be construed as impairing any right granted to Registered Owners pursuant to the provisions of Act 94.

Section 28. Remedies Not Exclusive. No remedy by the terms of this Ordinance conferred upon or reserved to the Trustee or the Registered Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or existing at law or in equity or by statute on or after the date of this Ordinance.

Section 29. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Registered Owner to exercise any right or power arising upon the happening or an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee or to the Registered Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Registered Owners.

The Registered Owners of not less than 20% in principal amount of the Bonds at the time outstanding, or their attorneys in fact duly authorized, may on behalf of the Registered Owners of all of the Bonds waive any past default under this Ordinance and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 30. Notice to Trustee of Default. The Trustee shall not be obliged to take notice or be deemed to have notice or knowledge of any Event of Default hereunder, unless specifically notified in writing of such Event of Default by the Transfer Agent or by the Registered Owners of not less than twenty percent (20%) in aggregate principal amount of the Outstanding Bonds in default.

Section 31. Notice to Registered Owners of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each Registered Owner of Outstanding Bonds at the address appearing upon the books kept by the Transfer Agent for each series of Bonds.

Section 32. Acceptance by Trustee of Trust and Duties. The Trustee shall evidence its acceptance of the trusts and duties imposed upon it by this Ordinance upon the occurrence of an Event of Default by filing a written acceptance thereof with the City. The Trustee shall execute the trusts and duties imposed upon it by this Ordinance upon the occurrence of an Event of Default but only upon the terms and conditions set forth in and subject to the provisions of this Ordinance. The Trustee shall, prior to having knowledge of any Event of Default as defined in this Ordinance and after the curing of all such Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Ordinance. The Trustee shall, during the existence of any such Event of Default (which has not been cured) exercise such of the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No such provision of this Ordinance shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any such Event of Default hereunder, and after the curing of any such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Ordinance and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee, and

(2) in the absence of bad faith on its part the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it conforming to the requirements of this Ordinance; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts:

(2) the Trustee may consult with counsel (who may be counsel for any Registered Owner) and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon; and

(3) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys.

None of the provisions contained in this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Ordinance, by giving at least sixty days written notice to the City and to any Bond Insurer insuring Outstanding Bonds. The successor Trustee shall be appointed by the City and shall be a national banking association or a bank or trust company organized under the laws of the United States of America or any state of the United States of America having a reported capital and surplus aggregating at least $50,000,000, and shall be willing and able to accept the office on reasonable and customary terms, and shall be authorized by law to perform all the duties imposed on it by this Ordinance. Appointment of the successor Trustee shall be subject to approval of any Bond Insurer if required by such company.

Section 33. Amendments; Consent of Registered Owners.

(a) The City, from time to time and at any time, subject to the conditions and restrictions contained in this Ordinance, may enact one or more supplemental or amendatory ordinances or resolutions or both which thereafter shall form a part hereof, for any one or more or all of the following purposes:

(i) To issue Additional Bonds or Junior Lien Bonds;

(ii) To add to the covenants and agreements of the City contained in this Ordinance, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City (including but not limited to the right to issue Additional Bonds);

(iii) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the City may deem necessary or desirable and not inconsistent with this Ordinance and which shall not have material, adverse effect on the interests of the Registered Owners of the Bonds;

(iv) To increase the size or scope of the System; and

(v) To make such modifications in the provisions hereof as may be deemed necessary by the City to accommodate the issuance of Additional Bonds or junior lien bonds which (a) are "Capital Appreciation Bonds" or "Zero Coupon Bonds" to the extent permitted by law or (b) are variable rate bonds, but only if such modifications, in the written opinion of nationally recognized bond counsel filed with the Council, do not result in materially diminishing the security hereby granted to the Registered Owners of any Outstanding Bonds.

Any amendment or supplemental ordinance or resolution authorized by the provisions of this Section 33(a) may be enacted by the City without the consent of or notice to the Registered Owners of any of the Outstanding Bonds, notwithstanding any of the provisions of Section 33(b) below.

(b) With the consent of the Registered Owners of not less than 51% in principal amount of the Bonds then outstanding and with the written consent of any Bond Insurer insuring Outstanding Bonds, which consent shall not be unreasonably withheld, the City may from time to time and at any time adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance, provided, however, that no such supplemental ordinance shall (i) extend the fixed maturity of any Bond, change a Mandatory Redemption Requirement for any series of Bonds or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce or extend the time for payment of any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Registered Owners of the Bonds required to approve any such supplemental ordinance, or (iii) deprive the Registered Owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the Net Revenues, without the consent of the Registered Owners of all the Outstanding Bonds or, (iv) cause any modification or reduction of the lien on or pledge of the Net Revenues or the funds or accounts established hereunder. After the Bond Insurer insuring any Outstanding Bonds has granted its consent to such amendments or supplements, copies of the amendment or supplement shall be sent to Standard & Poor's Corporation.

It shall not be necessary for the consent of the Registered Owners under this Section 33(b) to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the enactment by the City of any supplemental ordinance pursuant to the provisions of this Section 33(b), the City shall cause the Transfer Agent to mail a notice by registered or certified mail to the Registered Owners of all Outstanding Bonds at their addresses shown on the bond register or at such other address

as is furnished in writing by such Registered Owner to the Transfer Agent setting forth in general terms the substance of such supplemental ordinance.

Section 34. Non-Arbitrage Covenant. For any series of bonds issued under this Ordinance on a tax-exempt basis, the City covenants and agrees that as long as any of the tax-exempt bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds thereof pursuant to the Internal Revenue Code in such a manner as to cause the tax-exempt bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on any of the tax-exempt bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the tax-exempt bonds.

Section 35. Appointment of Municipal Advisor. City hereby requests Bendzinski & Co., Registered Municipal Advisors with the Municipal Securities Rulemaking Board (the "Municipal Advisor"), to continue to act as Municipal Advisor to the City for the Series 2015 Bonds.

Section 36. Negotiated Sale of Series 2015 Bonds. In reliance upon the advice of the Municipal Advisor, the City Council hereby determines to sell the Series 2015 Bonds at a negotiated sale instead of a competitive sale for the reasons that a negotiated sale will permit the City to enter the market on short notice at a point in time which appears to be most advantageous, and thereby possibly obtain a lower rate of interest on the Series 2015 Bonds.

Section 37. Appointment of Underwriter for Series 2015 Bonds. The City hereby authorizes the General Manager or the Assistant General Manager, in consultation with the Municipal Advisor, to select an underwriter (the "Underwriter") as the senior managing Underwriter for the Series 2015 Bonds, and to name additional co-managers and develop a selling group, provided, however, that by adoption of this Ordinance the City assumes no obligations or liability to the Underwriter for any loss or damage that may result to the Underwriter from the adoption of this Ordinance, and all costs and expenses incurred by the Underwriter in preparing for sale of the Series 2015 Bonds shall be paid from the proceeds thereof, if issued, except as may be otherwise provided in an agreement to be signed by the City and the Underwriter.

Section 38. Appointment of Bond Counsel. The City requests that Miller, Canfield, Paddock and Stone, P.L.C. continue as bond counsel to the City for the Series 2015 Bonds. The City recognizes that Miller Canfield has represented from time to time, and currently represents, various financial institutions and underwriters which are potential purchasers of or underwriters for the Series 2015 Bonds in matters unrelated to the issuance of the Series 2015 Bonds.

Section 39. Application to Michigan Department of Treasury. The General Manager or Assistant General Manager of the City's Department of Municipal Service, or the City Manager, is hereby authorized to file such applications or other documents with the Michigan Department of Treasury or other parties as may be necessary or advisable to effectuate the sale and delivery of the Series 2015 Bonds, including an application to the Michigan Department of Treasury for exception from the refunding requirements of Section 611(1) of Act 34 in the event that a portion of the refunding does not produce present value savings.

Section 40. Bond Ratings; Municipal Bond Insurance. Either the General Manager or the Assistant General Manager is hereby authorized to apply for bond ratings from such municipal bond rating agencies as is deemed appropriate, in consultation with the Municipal Advisor.

If the Municipal Advisor recommends that the City consider purchase of municipal bond insurance, then the General Manager or the Assistant General Manager is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and, in consultation with the Municipal Advisor, to select a Bond Insurer and determine which bonds, if any, shall be insured. The Commission is hereby authorized to enter into an agreement with the Bond Insurer regarding notices to be provided to the Bond Insurer, filing of annual financial information to be provided to the Bond Insurer, consents or approvals to be obtained from the Bond Insurer, the

dates of receipt by the Transfer Agent of bond payments, and other requirements which the City may be obliged to meet in order to obtain municipal bond insurance on the Series 2015 Bonds. If the Municipal Advisor advises the City that the purchase of a municipal bond insurance policy for the Series 2015 Bonds would be of economic benefit to the City, then the Commission is hereby authorized to purchase a municipal bond insurance policy from the Bond Insurer for the Series 2015 Bonds.

Section 41. Official Statement. The City Council hereby authorizes either the General Manager or the Assistant General Manager to approve the circulation of a preliminary official statement describing the Series 2015 Bonds and to deem such preliminary official statement as "near final" in compliance with Securities and Exchange Commission rules. The City Council hereby authorizes the Commission to approve, execute, and deliver a final Official Statement after sale of the Series 2015 Bonds.

Section 42. Continuing Disclosure. In order to enable underwriters to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the City hereby agrees to undertake Continuing Disclosure. The City Council hereby authorizes the Commission to approve, execute, and deliver a Continuing Disclosure Undertaking in such form as it shall, in consultation with bond counsel, determine appropriate.

Section 43. Sale of Series 2015 Bonds. The Commission is hereby authorized, on behalf of the City, in consultation with the Municipal Advisor, to accept an offer to purchase the Series 2015 Bonds. The Commission is hereby authorized on behalf of the City to prepare, approve, execute, and deliver, a Bond Purchase Agreement and all other documents necessary to effect sale and delivery of the Series 2015 Bonds.

The Commission is hereby authorized on behalf of the City, subject to the provisions and limitations of this Ordinance, to determine all matters which this Ordinance provides shall be determined upon sale of the Series 2015 Bonds, including but not be limited to determination of original principal amount of the Series 2015 Bonds and the prices at which they are sold; the date of the Series 2015 Bonds; the schedule of principal maturities and whether the Series 2015 Bonds shall mature serially or as term bonds; the provisions for early redemption, if any, including mandatory redemption of term bonds, if any; the interest rates and payment dates of the Series 2015 Bonds; application of the proceeds of the Series 2015 Bonds; final preparation, approval, execution and delivery of the final Official Statement, whether the Series 2015 Bonds are to be sold on a tax-exempt basis, and all other necessary actions.

The maximum interest rate of the Series 2015 Bonds shall not exceed 8.00%. The purchase price for the Series 2015 Bonds, exclusive of any original issue discount, shall not be less than 98.00% of the principal amount of the Series 2015 Bonds, plus accrued interest. In making such determinations the Commission is authorized to rely upon data and computer runs provided by the Underwriter or the Municipal Advisor.

Approval of the matters delegated to the Commission under this Ordinance may be evidenced by execution of the bond purchase agreement or the final Official Statement.

Section 44. Necessary Actions. Any one or more of the officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale, and delivery of the Series 2015 Bonds in accordance with this Ordinance, and to pay costs of issuance including rating agency fees, bond insurance premiums, transfer agent fees, Municipal Advisor fees, bond counsel fees, printing the preliminary and final official statements, and any other costs necessary to accomplish sale and delivery of the Series 2015 Bonds.

Section 45. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Registered Owners from time to time of the Bonds; and the lien and pledge made in this Ordinance and the covenants and agreements therein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery

or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Ordinance.

Section 46. Repeal. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are repealed.

Section 47. Severability and Paragraph Headings. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 48. Publication and Recordation. This Ordinance shall be published in full in *The News-Herald*, a newspaper of general circulation in the City of Wyandotte qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 49. Effective Date. As provided in Act 94, this Ordinance shall be effective immediately upon its adoption.

Passed and adopted by the City of Wyandotte, County of Wayne, State of Michigan, on August 24, 2015.

Offered by Councilmember _____ and seconded by Councilmember _____.

YEAS: Councilmembers _____

NAYS: _____

ABSENT: Councilmember _____

Signed: _____
Joseph R. Peterson, Mayor

Signed: _____
Lawrence S. Stec, City Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance duly enacted by the City Council of the City of Wyandotte, County of Wayne, State of Michigan, at a regular meeting held on August 24, 2015, at 7:00 pm., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976. I further certify that the minutes of said meeting were kept and will he or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: Councilmembers _____ and that the following Members were absent: Councilmembers _____.

I further certify that Member _____ moved for adoption of said Ordinance and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said Ordinance: Councilmembers _____ and that the following Members voted against adoption of said Ordinance: _____

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signature of the Mayor and the City Clerk.

Signed: _____,
Lawrence S. Stec, City Clerk

BE IT RESOLVED by the City Council

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
	Sabuda	
	Sutherby-Fricke	
	Galeski	
	Schultz	
	Miciura Jr.	
	VanBoxell	

FINAL READING OF ORDINANCE

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY FORMERLY KNOWN AS 600-604 POPLAR FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO ONE FAMILY RESIDENTIAL DISTRICT (RA)

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY FORMERLY KNOWN AS 600-604 POPLAR FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO ONE FAMILY RESIDENTIAL DISTRICT (RA)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

The following described property located in the City of Wyandotte, County of Wayne, State of Michigan, and described as follows:

West 15 feet of Lot 6 Wyandotte Land Co. Subdivision, as recorded in Liber 37, Page 38 Wayne County Records

Known as: Former 600-604 Poplar, Wyandotte, Michigan

be and is hereby rezoned from Two Family Residential District (RT) to One Family Residential District (RA).

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 285

Section 3. Severability.

All Ordinances or parts of Ordinances in conflict herein are hereby repealed, only to the extent to give this Ordinance full force and effect.

Section 4. Effective Date.

This ordinance shall be published along with the notice of adoption in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days after its adoption or seven (7) days after publication whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance, and the place and time where a copy of the Ordinance may be purchased or inspected.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of August, 2015.

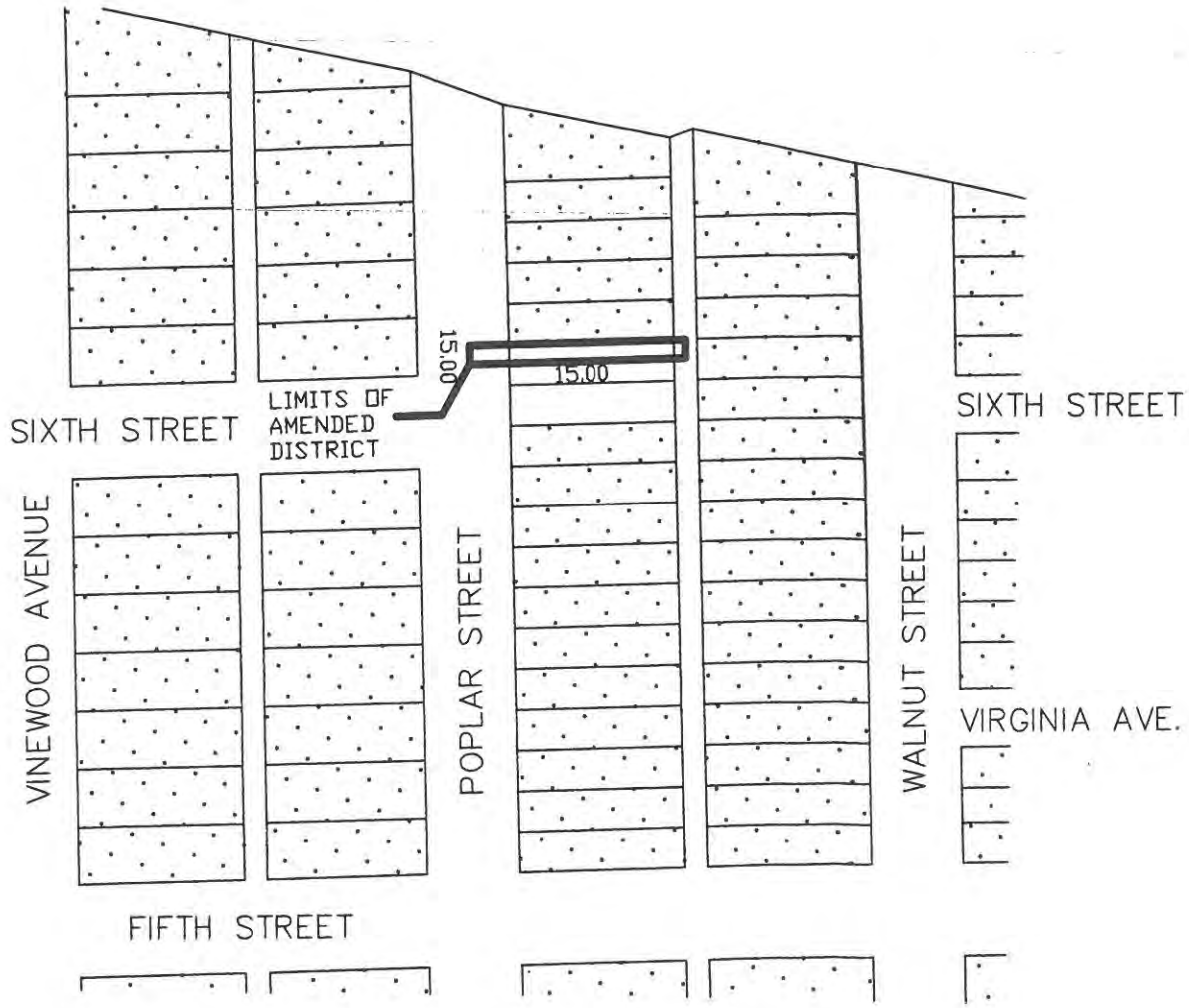
CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the ____ day of August, 2015.

Dated August _____, 2015

_____
JOSEPH R. PETERSON, Mayor

_____
LAWRENCE S. STEC, City Clerk



RA ONE FAMILY RESIDENTIAL DISTRICT

RT TWO FAMILY RESIDENTIAL DISTRICT

NORTH

NOT TO SCALE

CITY OF WYANDOTTE, MICHIGAN
AMENDED ZONING MAP NO. 285

ORDINANCE NO.
DATED

MAYOR: _____
JOSEPH R. PETERSON

CLERK: _____
Lawrence S. Stec

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Post Date from 08/18/2015 - 08/18/2015 Open Receipts

Receipt # / Description	Date	Cashier / Wkstn	Received Of / Distribution		Amount	
O 313787	08/18/2015	ktrudell F2	CITY OF WYANDOTTE			
EP		731-000-001-000	731-000-392-040	PD EMPLOYEE PENSION CONTR	1,167.91	CITY CHECK 119550
POLICE DEFINED BENEFIT						
REC#557908						
O 313788	08/18/2015	ktrudell F2	ERIC SIMONS			
RE		101-000-001-000	101-000-655-040	RECEIPTS-MISCELLANEOUS	10.00	CITY CHECK 3228
FIRE REPORT #15-356						
REC# 557909						
O 313789	08/18/2015	ktrudell F2	CORELOGIC SOLUTIONS			
RE		101-000-001-000	101-000-655-040	RECEIPTS-MISCELLANEOUS	1,198.30	CITY CHECK 6965608
2015 TAX REPORT						
REC# 557910						
O 313790	08/18/2015	ktrudell F2	27TH DIST COURT			
M1		101-000-001-000	101-000-650-010	FINES DIST COURT WYAN	69,233.84	
M3		101-000-001-000	101-000-650-012	DIST CT RIVERVIEW CASES	29,679.00	
M2		101-000-001-000	101-000-650-011	WORK FORCE-WYANDOTTE	6,820.00	
M6		101-000-001-000	101-000-650-017	WORK FORCE-RIVERVIEW	3,133.00	
M7		101-000-001-000	101-000-650-018	COURT TECHNOLOGY WYANDOTT	2,775.00	
M9		101-000-001-000	101-000-650-020	COURT DRUG TESTING FEES	2,982.00	
AS		101-000-001-000	101-000-650-021	COURT SCREENING ASSESSMEN	5,089.97	
AW		101-000-001-000	101-000-650-024	CHEMICAL AWARENESS	1,770.00	
					121,482.81	CITY CHECK 8304
JULY 2015						
REC# 557911						
O 313791	08/18/2015	ktrudell F2	WAYNE COUNTY TREAS			
MZ		202-000-001-000	202-000-202-000		6,199.02	CITY CHECK 2316698
TRAFFIC SIGNAL ENERGY CREDIT						
APRIL - JUNE 2015						
REC#557912						
			Total of 5 Receipts		130,058.04	

Receipt # / Description	Date	Cashier	Wkstn	Received Of / Distribution		Amount
*** TOTAL OF CREDIT ACCOUNTS ***						
101-000-650-010 FINES DIST COURT WYAN						69,233.84
101-000-650-011 WORK FORCE-WYANDOTTE						6,820.00
101-000-650-012 DIST CT RIVERVIEW CASES						29,679.00
101-000-650-017 WORK FORCE-RIVERVIEW						3,133.00
101-000-650-018 COURT TECHNOLOGY WYANDOTT						2,775.00
101-000-650-020 COURT DRUG TESTING FEES						2,982.00
101-000-650-021 COURT SCREENING ASSESSMEN						5,089.97
101-000-650-024 CHEMICAL AWARENESS						1,770.00
101-000-655-040 RECEIPTS-MISCELLANEOUS						1,208.30
202-000-202-000						6,199.02
731-000-392-040 PD EMPLOYEE PENSION CONTR						1,167.91
				TOTAL - ALL CREDIT ACCOUNT		130,058.04
*** TOTAL OF DEBIT ACCOUNTS ***						
101-000-001-000 Cash						122,691.11
202-000-001-000 Cash						6,199.02
731-000-001-000 Cash						1,167.91
				TOTAL - ALL DEBIT ACCOUNTS		130,058.04
*** TOTAL BY FUND ***						
101 General Fund						122,691.11
202 Major Street Fund						6,199.02
731 Retirement System Fund						1,167.91
				TOTAL - ALL FUNDS:		130,058.04
*** TOTAL BY BANK ***				Tender Code/Desc.		
GEN GENERAL OPERATING FUND				(CCK) CITY CHECK		122,691.11
				TOTAL:		122,691.11
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM				(CCK) CITY CHECK		1,167.91
				TOTAL:		1,167.91
SPEC SPECIAL REVENUE FUNDS				(CCK) CITY CHECK		6,199.02
				TOTAL:		6,199.02
				TOTAL - ALL BANKS:		130,058.04
*** TOTAL OF ITEMS TENDERED ***				Tender Code/Desc.		
				(CCK) CITY CHECK		130,058.04
				TOTAL:		130,058.04
*** TOTAL BY RECEIPT ITEMS ***						
(1) AS: COURT SCREENING ASSESSMEN						5,089.97
(1) AW: CHEMICAL AWARENESS						1,770.00
(1) EP: PD EMPLOYEE PENSION CONTR						1,167.91
(1) M1: FINES DIST COURT WYAN						69,233.84
(1) M2: WORK FORCE-WYANDOTTE						6,820.00
(1) M3: DIST CT RIVERVIEW CASES						29,679.00
(1) M6: WORK FORCE-RIVERVIEW						3,133.00
(1) M7: COURT TECHNOLOGY WYANDOTT						2,775.00
(1) M9: COURT DRUG TESTING FEES						2,982.00
(1) MZ: MISC CASH/VARIOUS						6,199.02
(2) RE: RECEIPTS-MISCELLANEOUS						1,208.30

RECEIPT REGISTER FOR CITY OF WYANDOTTE
Post Date from 08/18/2015 - 08/18/2015 Open Receipts

Receipt # / Description	Date	Cashier	Wkstn	Received Of / Distribution	Amount

TOTAL - ALL RECEIPT ITEMS: 130,058.04