

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, APRIL 27th, 2015 7:00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

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

PRESENTATIONS:

PRESENTATION BY MARY REED  
SENIOR WELLNESS DIRECTOR  
DOWNRIVER FAMILY YMCA  
REGARDING THEIR 38TH ANNUAL  
YMCA WYANDOTTE RIVER RUN ON  
FRIDAY, MAY 15, 2015

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PRESENTATION BY  
BOB BROWN  
SENIOR ALLIANCE REGARDING  
PROGRAMS SPONSORED BY  
THE ALLIANCE

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Henry Gumbis relative to the condition of Edcliff Court
2. Communication from Dan and Catherine Naimola regarding the purchase of property adjacent to their residence.

PERSONS IN THE AUDIENCE:

NEW BUSINESS (ELECTED OFFICIALS):

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

3. Communication from Mayor Peterson submitting an appointment to the Recreation Commission.
4. Communication from Mayor Peterson submitting a re-appointment to the Municipal Service Commission.
5. Communication from the Fire Chief relative to the hire of a Probationary Fire Fighter.
6. Communication from the Fire Chief regarding the AccMed Billing, Inc. Billing Service Agreement.
7. Communication from the Superintendent of Recreation regarding Garden Brothers Circus to be held on Wednesday, May 6, 2015 at the Yack Arena.
8. Communications from the Special Event Coordinator regarding :
  - A. Special Event Application submitted by the Wyandotte Business Association for May 16, 2015.
  - B. Special Event Application-Roll along the River -Downriver Delta CDC (cycling event) to take place Sunday, May 3, 2015.
  - C. Special Event Application -WSAF Entertainment Contract for Saturday, July 11, 2015.
9. Communication from the City Engineer responding to Councilwoman Fricke's request as it pertains to escrow accounts.

10. Communication from City Engineer awarding the Bid File # 4662-VFW Dog Park Construction at Cherry and 11th Streets.

11. Communication from the City Engineer submitting an application on behalf of Thomas Roberts for a PD Planned Development District in the City of Wyandotte

12. Communication from the City Engineer regarding the 2015 HMA Parking Lot Resurfacing Program.

13. Communication from the Deputy City Treasurer/Assistant Finance Director submitting the Quarterly Investment Report-2014-4th Quarter.

14. Communication from the Deputy City Treasurer/Assistant Finance Director regarding the City of Wyandotte Brownfield Redevelopment Authority Fund Amended Deficit Elimination Plan.

15. Communication from the Deputy City Treasurer/Assistant Finance Director submitting various 2015 Fiscal Year Budget Amendments.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO  
SPECIAL ASSESSMENT DISTRICT # 937  
FOR THE GRADING AND PAVING OF THE TWENTY (20)  
FOOT SIDE PUBLIC ALLEY WEST OF BIDDLE AVENUE  
BETWEEN MULBERRY STREET AND WALNUT STREET  
IN THE CITY OF WYANDOTTE

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HEARING RELATIVE TO  
SPECIAL ASSESSMENT DISTRICT # 940  
SIDEWALK REPAIRS  
TO PUBLIC WALKS WITHIN THE CITY OF WYANDOTTE  
15TH STREET TO FORT STREET FROM  
OAK STREET TO FORD AVENUE

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED  
AN ORDINANCE TO AMEND THE  
CITY OF WYANDOTTE ZONING ORDINANCE  
TO REZONE THE PROPERTY KNOWN AS 633-639 FORD AVENUE  
FROM NEIGHBORHOOD BUSINESS DISTRICT ( B-1)  
TO GENERAL BUSINESS DISTRICT (B-2)

AUTOMATIC REFERRAL:

1. PERMISSION GRANTED TO OUR LADY OF THE SCAPULAR PARISH TO HOLD THEIR MAY PROCESSION ON MONDAY, MAY 4, 2015. COMMENCING AT 7:00 P.M. FROM THE ELEMENTARY SCHOOL BUILDING ON 10TH STREET AND PROCEEDING TO SUPERIOR BOULEVARD (Pope John Paul II Avenue to 12th Street) AROUND THE MEDIAN AND BACK TO 10TH STREET AND INTO THE FRONT DOOR OF THE CHURCH. (COPY TO POLICE AND FIRE).

REPORTS AND MINUTES:

Retirement Commission Meeting	April 16, 2015.
Recreation Commission Meeting	April 7, 2015
March Board of Review Minutes	

# PRESENTATION - APRIL 27<sup>TH</sup>, 2015

**Maria Johnson**

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**From:** Mayor [mayor@wyan.org]  
**Sent:** Tuesday, April 21, 2015 2:30 PM  
**To:** 'Maria Johnson'  
**Subject:** FW: YMCA Wyandotte River Run  
**Attachments:** river run flyer.pdf

Hi Maria,

Please see attached for the April 27<sup>th</sup> agenda.

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**From:** Mary Reed [mailto:mreed@ymcadetroit.org]  
**Sent:** Tuesday, April 21, 2015 2:29 PM  
**To:** mayor@wyan.org  
**Subject:** YMCA Wyandotte River Run

Dear Mayor Peterson,

I would like to request to speak at the next city council meeting on Monday, April 27<sup>th</sup>. My request is to thank the City of Wyandotte and the Recreation Department for support and collaboration with the Downriver Family YMCA on our event. This year marks the 38<sup>th</sup> annual YMCA Wyandotte River Run, scheduled for Friday, May 15<sup>th</sup>, 2015, 3<sup>rd</sup> Friday. My comments will be brief and positive, just wanted to say Thanks, while promoting the River Run, inviting residents to participate and showing our continuous support of our Downriver community. All proceeds from our event will help children and families Downriver.

Attached you will find a flyer for the event.

Thank you for your time,

Mary

--

**Mary Reed**

**Senior Wellness Director**

DOWNRIVER FAMILY YMCA

16777 Northline Rd., Southgate, MI 48195

(P) 734 282 9622 ext 233 (F) 734 282 4935

(E) [mreed@ymcadetroit.org](mailto:mreed@ymcadetroit.org), [ymcadetroit.org](http://ymcadetroit.org)

**The Y: We're for youth development, healthy living and social responsibility.**

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4/21/2015

# PRESENTATION

April 27<sup>th</sup> 2015  
Page 1 of 3

**Maria Johnson**

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**From:** Jennifer Trussell [JTrussell@tsalink.org]  
**Sent:** Monday, April 13, 2015 9:03 AM  
**To:** 'clerk@wyan.org'  
**Subject:** RE: April 13th City Council Meeting - tsacleartext

I spoke with your office this morning and we moved his presentation to April 27<sup>th</sup>. I apologize for any inconvenience this may have caused your office.

Thank you,

Jennifer Trussell  
Administrative Assistant  
The Senior Alliance  
734.727.2011  
[jtrussell@tsalink.org](mailto:jtrussell@tsalink.org)



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**From:** Jennifer Trussell  
**Sent:** Monday, April 13, 2015 8:59 AM  
**To:** 'clerk@wyan.org'  
**Subject:** RE: April 13th City Council Meeting - tsacleartext

My email sent before I was able to finish. Please let me know that you received the email below.

Thank you,

Jennifer Trussell  
Administrative Assistant  
The Senior Alliance  
734.727.2011  
[jtrussell@tsalink.org](mailto:jtrussell@tsalink.org)

April 27<sup>th</sup> 2015



**Maria Johnson**

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**From:** Henry Gumbis [henrygumbis@gmail.com]

**Sent:** Thursday, April 23, 2015 3:22 PM

**To:** clerk@wyan.org

Honorable Mayor Peterson, and Distinguished Council Persons:

I reside at 219 Edcliff Court. There are only 4 houses on this court, and traffic is not really an issue. The problem is that there are several holes in the street that I was hoping the Council would consider approving for some repair. When the railroad tracks are blocked by a train, which happens almost everyday, vehicles use the court to turn around on, including truck traffic. I believe this is where the problem stems from, not to mention the trash trucks on Monday. Thank you for any and all considerations in this matter.

Sincerely

Henry Gumbis

To: The Members of the Wyandotte City Council

2

At the Wyandotte City Council meeting on April 20<sup>th</sup>, 2015 a lengthy discussion was held regarding lot sizes that could be affected by vacant property between two residences. The council resolution on April 20<sup>th</sup> sold 17 feet of vacant property not wanted by the neighbor on one side to the neighbor on the other side. The gentlemen apparently contacted the city numerous times over the past three years about purchasing this 17 feet property.

My situation is very similar to the gentlemen mentioned above although I have contacted the city numerous times over the last twenty years regarding the purchase of 9 feet of vacant city owned property west of my property line at 412 Vinewood. I have either written letters or verbally requested my intention to purchase the 9 feet of property each year for twenty years. Usually I spoke directly to with Kelly Roberts.

My wife, Catherine (a past Recreation employee), have maintained this 9 feet of property by planting grass and bushes, fertilizing and cutting and trimming the grass in the spring and summer months, raking the leaves in the fall and shoveling the sidewalk in the winter season for twenty years. . Incidentally, we have lived in this home since 1978.

The owner of the three family rental unit directly on the west side of the vacant 9 feet of city owned property has told me that she has no intention or interest what-so-ever in purchasing the property from the city.

I am ready to immediately purchase the 9 feet of city property and of course begin paying the taxes on this vacant piece of property.

Respectfully,

*Dan Naimola April 23, 2015*

Dan and Catherine Naimola

412 Vinewood

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 27, 2015

AGENDA ITEM #

3

**ITEM:** Appointment to the Recreation Commission

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Due to the resignation of Kenneth Prygoski, I am requesting that the City appoint Robert DeSana to the Recreation Commission for a five-year term to expire April 2020.

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

**ACTION REQUESTED:** Adopt a resolution to concur with the Mayor's request to appoint Robert DeSana to the Recreation Commission.

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

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Resume of Robert DeSana.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: April 27, 2015

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

RESOLVED by the City Council that Council CONCURS in the recommendation of Mayor Peterson to appoint Robert DeSana, 1253 13<sup>th</sup> St., Wyandotte, MI 48192 to the Recreation Commission. Term to expire April 2020.

I move the adoption of the foregoing resolution.

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

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

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

**OFFICIALS**

Thomas R. Woodruff  
CITY ASSESSOR

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER



**JOSEPH R. PETERSON  
MAYOR**

**COUNCIL**

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

April 27, 2015

The Honorable City Council  
City of Wyandotte  
3200 Biddle  
Wyandotte, MI 48192

Gentlemen & Madam:

I am writing to request your concurrence in the appointment of Robert DeSana, 1253 - 13<sup>th</sup>, Wyandotte, MI 48192 to the Recreation Commission.

Mr. DeSana will fill the vacancy left by Kenneth Prygoski. His term will expire April 2020. Mr. DeSana's skills and experience are highlighted on his attached resume and I believe he would make an excellent addition to the commission.

Thanking you in advance for your support of this appointment.

Respectfully,

A handwritten signature in cursive script that reads "Joseph R. Peterson".

Joseph R. Peterson  
Mayor of Wyandotte

# Robert A. DeSana

1253 13<sup>th</sup> Street – Wyandotte, MI 48182

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## WORK EXPERIENCE:

1980 – Present Insurance Sales  
1994 – Present E.W. Smith – Insurance Sales, Stockholder / Partner

## COMMUNITY INVOLVEMENT:

1985 – 1991 Elected Wyandotte City Council  
2000 Elected Wyandotte City Charter Commission

## VOLUNTEER ACTIVITIES:

2005 – 2013 Head Coach for 5<sup>th</sup> & 6<sup>th</sup> grade boys &  
Girls CYO basketball at St. Stanislaus Kosta Parish, Wyandotte  
2014 & 2015 Assistant Coach 7<sup>th</sup> grade girls softball,  
Wilson Junior High School

## EDUCATION:

1972 Gabriel Richard High School - Riverview, MI  
1972 – 1978 Ferris State College & Wayne County Community College

## MEMBERSHIPS:

Wyandotte K of C 1802  
Wyandotte PRCU 162  
North Shore Club  
Wyandotte Boat Club  
Former Member Wyandotte Jaycees

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

④

MEETING DATE: April 27, 2015

AGENDA ITEM #

**ITEM: Re-appointment to the Municipal Service Commission**

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Michael Sadowski currently serves on the Municipal Service Commission. I am recommending that he be reappointed.

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

**ACTION REQUESTED:** Concur with Mayor Peterson's recommendation to re-appoint Michael Sadowski to the Municipal Service Commission. Term to expire April 2020.

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

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** n/a

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: April 27, 2015

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

RESOLVED by the City Council that Council CONCURS in the recommendation of Mayor Peterson to reappoint Michael Sadowski, 1041 Cedar, Wyandotte, MI 48192 to the Municipal Service Commission. Term to expire April 2020.

I move the adoption of the foregoing resolution.

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

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

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

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

⑤

MEETING DATE: April 27, 2015

AGENDA ITEM # 5

**ITEM:** Wyandotte Fire Department – Hire a Probationary Fire Fighter

**PRESENTER:** Jeffery Carley, Fire Chief 

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:**

On March 14, 2014, Captain Michael Garrison retired from the Wyandotte Fire Department. The retirement of this member reduced the total fire department staffing from 28 to 27 members. The hiring of this new probationary fire fighter will return the Wyandotte Fire Department total department staffing to twenty-eight (28) members.

**STRATEGIC PLAN/GOALS:** Maintain a Safe Community and Quality Service to all Citizens

**ACTION REQUESTED:** Adopt a resolution concurring with the City of Wyandotte Fire Chief to hire Mr. Brandon Allen as a probationary fire fighter.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** This position is funded in our current FY2015 budget.

**IMPLEMENTATION PLAN:** Following concurrence by the Wyandotte City Council, hire Mr. Brandon Allan as probationary Fire Fighter for the City of Wyandotte.

**COMMISSION RECOMMENDATION:** Concur with recommendation

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS**

1. Certification Letter From Civil Service Commission
2. Letter from Police and Fire Commission
3. Letter from Fire Chief successful completed all pre-employment testing
4. Application of Mr. Brandon Allen

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 27, 2014

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Fire Chief relative to the hiring of a probationary fire fighter and

Further, authorizes the hiring of Mr. Brandon Allen as probationary fire fighter.  
I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

*City of Wyandotte*  
*Michigan*

FIRE FIGHTER'S CIVIL SERVICE COMMISSION

3131 Biddle Avenue  
(734)324-4562

March 23, 2015

Joseph R. Peterson, Mayor  
3131 Biddle Avenue  
Wyandotte, Michigan 48192

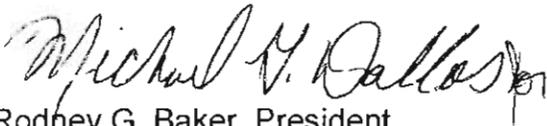
Dear Mayor Peterson:

This Commission is submitting the names listed below as the names of the next candidates eligible to be considered for hire as a Fire Fighter for the City of Wyandotte.

Justin Eilola  
Brandon Allen  
Kyle Mankiewicz  
Laura Briskey  
Santo Galati

If you have any questions please contact our recording secretary, Debby Harris at 734-324-4492.

Sincerely,



Rodney G. Baker, President  
City of Wyandotte  
Fire Fighter's Civil Service Commission

RGB:dh

cc: Chief Jeffery Carley, Fire Department

## 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

April 22, 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 Chief's recommendation to hire Mr. Brandon Allen as a probationary Fire Fighter. This position is a FY2015 budgeted position to replace a currently vacant position due to the retirement of Captain Michael Garrison on March 14, 2015.

The Fire Commission respectfully requests the hiring of Mr. Brandon Allen as probationary Fire Fighter upon successful completion of all pre-employment testing.

Sincerely,

A handwritten signature in black ink that reads "John Harris". The signature is fluid and cursive.

John Harris  
President Fire Commission

Cc: Mr. Todd Drysdale  
Jeffery Carley, Fire Chief

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JEFFERY CARLEY  
FIRE CHIEF

**MAYOR**  
Joseph R. Peterson

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

April 23, 2015

City Council and Mayor  
City of Wyandotte  
3200 Biddle  
Wyandotte, Michigan 48192

Dear City Council and Mayor:

I am able to report that probationary fire fighter candidate, Mr. Brandon Allen, has successfully completed all required pre-employment testing and back ground checks.

I am respectfully requesting the hiring of Mr. Brandon Allen as probationary fire fighter for the City of Wyandotte.

Sincerely,

  
Jeffery Carley  
Fire Chief

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 Firefighter / Paramedic

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  Part-Time  Temporary

Date you can start 2 weeks Wage expected \$ negotiable

### PERSONAL INFORMATION

Social Security Number [REDACTED]

Name Allen Brandon Matthew  
Last First Middle

Address 511 North Dr Wyandotte MI 48192  
Street City State Zip Code

Telephone (including area code) [REDACTED]

Other last names used while working, if any NA

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 See Attached sheet.

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? Chauffeur + Motorcycle

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 Nadia Allen Telephone (including area code) \_\_\_\_\_

Address 511 North D. Wyandotte MI 48192  
Street City State Zip Code

**PERSONAL REFERENCES (Not former employers or relatives)**

Name and Occupation	Address	Phone Number
Jesse Brown Firefighter Paramedic	Belleville MI 48111	_____
Steve Allen (no relation) Paramedic	Howell MI 48843	_____
Chad Alakson Purchaser	Southgate MI 48195	_____

**EDUCATION**

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

FF I&II Certificates EMT-PLicense

	NAME	CITY/STATE	DEGREE	MAJOR
High School	<u>Lincoln Park High School</u>	<u>Lincoln Park MI</u>		
College	<u>Henry Ford C.C.</u>	<u>Dearborn MI</u>		<u>Paramedic</u>
Other	<u>Schaeffert College</u>	<u>Garden City MI</u>		<u>Fire Fighter</u>

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

1. Firm name Wayne State University School of Medicine-Research  
Employed from July 2013 to currently  
month year month year  
Type of business Medical Research

Address 4201 Saint Antoine #66 Detroit MI 48201  
Street City State Zip Code

Telephone Number [REDACTED] Name of supervisor Lynnmarie Monge/Rachelle Darned  
Positions Research Assistant/Coordinator Starting salary \$ 15/hr Final salary \$ 30K/year

Duties performed Enrolling patients in clinical trials - Drug + Device studies  
Reason for leaving To pursue career as a Firefighter Paramedic

If presently employed, may we contact your supervisor?  Yes  No If yes, telephone \_\_\_\_\_

2. Firm name Detroit Fire Dept EMS Division  
Employed from Oct 2007 to May 2014  
month year month year  
Type of business Municipal Ambulance Service

Address 1301 3rd St Detroit MI 48226  
Street City State Zip Code

Telephone Number [REDACTED] Name of supervisor Sean Larkins  
Positions EMT Starting salary \$ 28K/year Final salary \$ 35K/year

Duties performed Life saving/Preserving Driving  
Reason for leaving Pay cuts

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 than 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: 10 Apr 15 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: \_\_\_\_\_ Signature: \_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

(6)

MEETING DATE: April 27, 2015

AGENDA ITEM #

**ITEM: AccMed Billing, Inc Billing Service Agreement**

**PRESENTER:** Jeffery Carley, Fire Chief



**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:**

The AccuMed Group is EMS billing specialist who provides billing services and electronic data capture. The City of Wyandotte has used AccuMed Billing, Inc. for many years the first contract dating back to 2005. This updated agreement includes EMS and Fire related billing and EMS reporting software and hardware through the ESO SOLUTION, INC.

**STRATEGIC PLAN/GOALS:** To provide the fastest quality fire service to all citizens while remaining fiscal responsible and remaining compliant with all State and Federal requirements.

**ACTION REQUESTED:** Adopt a resolution concurring with the City of Wyandotte Fire Chief to enter into a 5 year agreement for EMS billing services with AccuMed Billing, Inc.

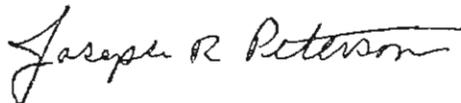
**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** \$2,283.09 per year, 101 336 825 371

**IMPLEMENTATION PLAN:** Following training with Accumed in early May.

**LEGAL COUNSEL'S RECOMMENDATION:** Reviewed as presented

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS**

1. AccuMed Billing Service Agreement
  - a. ESO Solution, Inc. Subscription Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 27, 2015

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

**RESOLVED** by the City Council, that the Fire Chief is hereby authorized and directed to enter into this agreement with AccuMed Billing, Inc.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

## BILLING SERVICE AGREEMENT

<b>AccuMed:</b>	<b>AccuMed Billing, Inc.</b> a Michigan corporation P.O. Box 2122 Riverview, MI 48192	<b>Customer:</b>	Wyandotte Fire Department 266 Maple Wyandotte, Michigan 48192
<b>Phone:</b>	(734) 479-6300	<b>Contact:</b>	Chief Jeffery Carley
<b>Facsimile:</b>	(734) 479-6319	<b>Phone:</b>	734-324-7252
		<b>Facsimile:</b>	734-324-7257
		<b>Effective Date:</b>	<b>March 1, 2015 or the 1<sup>st</sup> day of the month immediately following the date this Agreement is accepted by AccuMed, whichever is later.</b>

THIS BILLING SERVICE AGREEMENT (“Agreement”) is made by and between AccuMed and Customer.

**THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. CUSTOMER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY ACCUMED AT ITS OFFICE IN THE STATE OF MICHIGAN.**

### TERMS AND CONDITIONS

#### 1. SERVICES.

A. From the Effective Date to the date of the termination of this Agreement AccuMed agrees to perform those activities which are reasonably necessary to invoice on behalf of Customer the following services provided by Customer (check the applicable boxes):

- Emergency Medical Services (“EM Services”)
- EM Services provided by Customer prior to the Effective Date (“Old EM Services”).
- Fire Services, including insurance only billing if that box is checked in 4 A (“Fire Services”). For purposes of this Agreement the term “Fire Services” shall include services provided by Customer, excluding EM Services, which AccuMed agrees to invoice on behalf of Customer, such as, but not limited to, Haz Mat, Extrication, stand-by suppression and similar services.

Further AccuMed agrees to provide to Customer the following software solutions and hardware products (check the applicable boxes):

- Electronic Patient Care Reporting described in Schedule A (“ePCR”).
- Hardware products described in Schedule B (“Hardware”).

B. Customer acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills; (ii) AccuMed is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section 1.A.; (iii) AccuMed is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section 1.A.; (iv) Customer has reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state and local law and regulations to implement, enforce and collect the costs and/or fees for the selected services; and (v) Customer shall defend, indemnify and hold AccuMed harmless from all liabilities, costs and expenses (including actual attorney’s fees) related or arising out of the services AccuMed performs relating to the selected services identified in Section 1.A.

C. AccuMed shall begin processing all invoices for services rendered by Customer within a reasonable time following the date AccuMed receives accurate and complete information, which will permit it to perform its services identified in Section 1.A. of this Agreement, such information shall include, but not necessarily be limited to: the amount Customer charges for its services, fully completed incident reports which satisfy all signature requirements, including the then current Medicare signature and authorization requirements, demographic, procedure, charge, diagnosis and treatment related information, Advance Beneficiary Notice, Physician’s Certification Statement, copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as AccuMed shall reasonably request (collectively the "Billing Information"). AccuMed shall promptly notify Customer if AccuMed fails to process such invoices within thirty (30) days of AccuMed’s receipt of accurate and complete Billing Information. Customer agrees that AccuMed shall have no liability or responsibility for any change or changes made by Customer to any of the Billing Information, until AccuMed has accepted in writing such change or changes. Customer agrees that it must use AccuMed’s approved forms to make any change or changes to the Billing Information and that such change or changes shall only be effective as of the date AccuMed accepts such change or changes in writing.

D. Customer shall have the right to request AccuMed to direct the payment of all Customer funds and the delivery of all Customer correspondence in one of two ways (i) to AccuMed’s then current Post Office Box, or (ii) to a lock box established, controlled and paid for by Customer. Such request shall be in writing and shall be implemented by AccuMed as soon as reasonably practical following its receipt of such written request. AccuMed shall have no right to negotiate checks and funds payable to Customer. AccuMed shall instruct all prospective payers billed for the selected services identified in Section 1.A. to make all funds payable to Customer. If AccuMed receives Customer funds directly, it will deposit those Customer funds into a nationally recognized bank account designated by Customer in writing to AccuMed which has a physical location that is reasonably accessible to AccuMed. Such bank account shall be established, controlled and

paid for by Customer. AccuMed shall not co-mingle Customer funds with AccuMed funds at any time.

2. TERM. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). At the end of the Initial Term and except as otherwise provided in this Agreement, this Agreement shall continue month to month until canceled by either party, by giving to the other (30) days 'written notice.

3. CUSTOMER'S OBLIGATIONS AND AUTHORIZATION REQUIREMENTS.

A. Customer agrees that, during the term of this Agreement, all Billing Information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills for Customer. AccuMed's agreement to perform its services under this agreement at the rate or in the amount of the fees for services set forth in section 4 A. below is expressly conditioned upon Customer's agreement to deliver to AccuMed a NEMSIS compliant incident data file and named attachments to AccuMed's FTP server once each week during the term of this Agreement ("NEMSIS File Delivery Requirement"). In the event Customer fails to meet the NEMSIS File Delivery Requirement, AccuMed may, in its sole discretion, and without any additional notice to Customer increase the amount or rate of the fees established in Section 4.A. by and amount not to exceed fifteen (15%) percent for each.

B. Customer agrees to provide any and all information which AccuMed may, from time to time, request in order for it to perform its services hereunder, including, but not limited to, complete, accurate and prompt (i) Billing Information, including incident reports, which satisfy all signature requirements, including Medicare's then current signature and authorization requirements, (ii) all available insurance and demographic information to enable AccuMed to process the incident to known insurance carriers and other responsible parties (iii) notification to AccuMed of names of each person or entity who has paid an invoice billed by AccuMed on the Customer's behalf (iv) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notice, Physician's Certification Statement and a copy of the Advanced Life Support incident report when receiving intercept services. With regard to each and every payment received by Customer for fire, EMS or other Customer services and for which AccuMed has provided billing services under the terms of this Agreement, within fourteen (14) days of Customers receipt of any such payment Customer shall provide to AccuMed a written statement setting forth the name of the payee and the amount received by Customer for such (the "Direct Payment Notice"). In the event Customer fails to provide a Direct Payment Notice to AccuMed, AccuMed shall bill Customer and Customer shall pay AccuMed's fees according to AccuMed's payment calculations determined by any evidence of payment to Customer obtained by AccuMed.

C. Customer hereby authorizes AccuMed to use its provider numbers and agrees to execute any and all documentation, which may be necessary in connection therewith.

D. In the event Customer at any time uses ePCR software, Customer hereby authorizes AccuMed to access and use such information available on such ePCR

software that is reasonably necessary to assist AccuMed in performing its services under this Agreement.

E. Customer agrees that AccuMed, including but not limited to its employees, representatives, contractors and agents, shall not be required to travel to visit Customer's location(s) or for any other reason connected with Customer's business more than one (1) time in any consecutive twelve (12) month period. In the event Customer requests more than one (1) such visit within said time period, all out of pocket expenses incurred in connection therewith shall be paid by Customer upon receipt of an invoice from AccuMed.

#### 4. PAYMENT AND COLLECTION.

A. Customer agrees to pay AccuMed for all payments made on accounts billed by AccuMed in the following amounts (check the applicable boxes):

- An amount equal to 8.0% of the amount collected each month for EM Services based upon an annual billable run volume of 1,578 subject to the provisions of 4 G below.
- An amount equal to 7.0% of the amount collected each month for Fire Services.
- For ePCR software the fee payable in the amount and in the manner set forth in Schedule A hereto. In addition the name of the ePCR software supplier, a description of the software, the value of the software and the anticipated annual run volume are also set forth in Schedule A hereto. Further, Customer also agrees to pay (i) the amount of all increases charged by the ePCR software, including but not limited to increases as a result in an increase in the annual run volume; and (ii) all taxes, if any, charged by the ePCR software supplier.
- For the Hardware described in Schedule B hereto the fee payable in the amount and in the manner set forth in Schedule B.

B. AccuMed shall invoice Customer on a monthly basis for the services provided under this Agreement. Customer agrees to pay each such invoice by the 28<sup>th</sup> day of the month in which the invoice is issued. In the event AccuMed receives more than one (1) payment for its services with respect to an invoice processed by AccuMed on behalf of Customer, AccuMed agrees to refund to Customer the amount it receives that is in excess of the amount AccuMed is entitled to under the terms of this Agreement.

C. Any amounts which Customer fails to pay by the last day of the month in which the invoice is issued, shall bear interest at the rate of one and one-half (1-1/2%) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due, as specified above in 4.B. until said amount is paid in full. Further, Customer agrees to pay all costs and expenses, including actual attorney's fees, which AccuMed incurs in collecting any past due amounts from Customer.

D. If Customer refunds amounts collected or waives payment of any amount billed by AccuMed for any reason other than (i) it is a refund of a duplicate payment, or (ii) it is because of a breach by AccuMed of its obligations under this Agreement; AccuMed shall be entitled to retain the fees paid by Customer in connection therewith or in the case of a waiver Customer agrees to pay AccuMed the fee AccuMed would have been entitled but for such waiver. If AccuMed has not yet been paid its fees in connection therewith, Customer shall remain obligated to pay the fees in accordance with this Agreement.

E. Intentionally Left Blank.

F. In the event the box relating to providing ePCR software is checked in Section 4 A above and AccuMed has agreed to pay the ePCR software supplier all or a portion of the fees for the ePCR software and/or AccuMed has agreed to supply at no cost to Customer Hardware, then the provisions of this 4 F shall apply. If AccuMed agrees to supply Hardware a description of such Hardware shall appear on Schedule B hereto together with the value of the Hardware (the "Initial Value") and the fees and the manner of payment of those fees to be paid by Customer to AccuMed for the Hardware. Customer shall be owner of the Hardware and shall be fully responsible for all maintenance, repairs and replacements of the Hardware of every kind. The warranty obligations of AccuMed for the Hardware will in all respects conform and be limited to the warranty extended by the manufacturer of the Hardware, if transferable. The sole remedy available to Customer with respect to defects in the Hardware will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Customer. WHETHER OR NOT THE MANUFACTURER WARRANTY IS TRANSFERRED OR AVAILABLE TO CUSTOMER, ACCUMED MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE HARDWARE, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER IN NO EVENT WILL ACCUMED BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE HARDWARE. CUSTOMER ASSUMES FULL RESPONSIBILITY THAT THE HARDWARE SUPPLIED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF CUSTOMER, AND ACCUMED MAKES NO REPRESENTATION WITH RESPECT TO THEM. There shall be no initial charge to Customer for the Hardware. Provided, however, in the event this Agreement, the Agreement between the ePCR software provider and Customer or both is/are terminated by any party to those agreements for any reason whatsoever and whether with or without cause at any time prior to the end of the Initial Term of this Agreement set forth in Section 2 (for purposes of the ePCR Early Termination Fee a termination prior to the Initial Term or any renewal term shall apply); Customer shall pay to AccuMed within thirty (30) days from the date such termination becomes effective the Hardware Early Termination Fee together with the ePCR Early Termination Fee, whichever or both is/are applicable. The Hardware Early Termination Fee shall be determined by dividing the Initial Value by the number of months of the Initial Term set forth in Section 2 and multiplying that result by the number of months remaining in the Initial Term following the date the termination becomes effective. The ePCR Early Termination Fee shall be equal to the fees paid and/or owed by AccuMed to the ePCR software supplier for the remaining months of the Initial Term or any renewal term following the date the termination becomes

effective. In the event the termination becomes effective on a date other than the last day of a month, the month in which the termination becomes effective will be counted as a full month remaining in the term.

G. In the event that either or both of the boxes relating to EM Services is checked in Section 4 A above and there is a decrease of five (5%) percent or more in the stated annual billable run volume, or an increase in total annual run volume, which necessitates a ePCR software fee increase, then Customer agrees to negotiate in good faith with AccuMed to increase the percentage payable to AccuMed for all amounts collected for those EM Services. In the event AccuMed and Customer are unable to reach an agreement within thirty (30) days from the date AccuMed gives written notice to Customer that it desires to negotiate such increase, then AccuMed shall have the right to terminate this Agreement by giving fifteen (15) days prior written notice of termination to Customer.

H. Any other provision of this Agreement notwithstanding, in the event (i) AccuMed issues to Customer a Collection Detail Report stating that AccuMed has exhausted its efforts to collect the amount due to Customer, (ii) the account is then assigned to a third party debt collection agency and (iii) thereafter a payment is made on such account; Customer will not be obligated to pay AccuMed the fees that would otherwise be due under this Agreement for that account.

5. BUSINESS ASSOCIATE AGREEMENT. AccuMed and Customer agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto on Schedule C and as the same may from time to time be amended.

6. TERMINATION.

A. Either party has the right to terminate this Agreement on thirty (30) days' written notice of termination to the other, if (i) the other party defaults on any of its material obligations under this Agreement (excluding Customer's payment obligations, which shall be controlled by Section 6.B.) and such party has not begun to cure such default (which cure must be diligently pursued in a timely manner until completed) within fifteen (15) days after written notice of such default is delivered; (ii) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (iii) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

B. AccuMed will have the right to terminate this Agreement as provided in Section 4 G; further AccuMed will have the right to terminate this Agreement, which may in AccuMed's sole discretion be effective on any date including immediately upon delivery of notice thereof to Customer, if Customer defaults on its payment obligations under Section 4.

C. In the event this Agreement is terminated by either party whether with or without cause the ePCR Early Termination Fee and the Hardware Early Termination Fee defined in Section 4 F shall apply.

7. TERMINATION PROCEDURES.

A. In the event of termination of this Agreement under the provisions of Sections 2 or 6, AccuMed shall, on the effective date of such termination (the "Termination Date"), cease to accept new Billing Information from Customer, but may, at AccuMed's sole discretion (i) continue to perform for a period ninety (90) days following the Termination Date (the "Wind Down Period") its services relating to Billing Information received prior to the Termination Date, in which case Customer shall be obligated to pay AccuMed all amounts invoiced to Customer through the end of the Wind Down Period in accordance with the provisions of Section 4 hereof, or (ii) discontinue all services effective as of the Termination Date, in which case Customer shall be obligated to pay the amounts invoiced by AccuMed for work performed through the Termination Date in accordance with the provisions of Section 4 hereof.

B. Provided Customer has made full payment of all amounts due and owing to AccuMed and AccuMed has reasonable grounds to believe that future amounts owed to it will be paid by Customer in a timely manner (together the "Transitional Pre-Conditions"), AccuMed agrees to provide to Customer reasonable assistance following the Termination Date to transition the services formerly provided by AccuMed back to Customer or to a third party selected by Customer. Customer agrees to promptly pay AccuMed's reasonable costs and expenses incurred in connection with said transitional services. AccuMed shall have no obligation to provide any transitional assistance to Customer until the Transitional Pre-Conditions shall, in AccuMed's sole discretion, have been met to its satisfaction.

8. CUSTOMER AUDITS. Customer will have the right under this Agreement to engage, at the sole expense of Customer, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by AccuMed) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting and internal control performed and maintained by AccuMed. AccuMed will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. Prior to performing such audits, Customer will cause the Auditors and Customer to execute an agreement to maintain the confidentiality of any information they receive about AccuMed's and, if applicable, the ePCR software provider's computer programs and software it employs, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance satisfactory to AccuMed in its sole discretion. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of AccuMed's operations, and shall not be performed more than once during

any consecutive twelve (12) month period. Customer agrees to promptly pay to AccuMed all out of the ordinary costs and expenses AccuMed incurs relating to the audit.

9. OPERATING DISCLAIMER. Customer acknowledges that AccuMed has incentive to perform its services hereunder in a timely and proficient manner but that the timing and amount of collections generated by its services are subject to numerous variables beyond the control of AccuMed. THEREFORE, ACCUMED DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE TIMING AND AMOUNT OF COLLECTIONS GENERATED BY ITS SERVICES. Notwithstanding the foregoing, AccuMed agrees to perform its services hereunder in accordance with industry standards and applicable laws, rules and regulations.

10. LIMITATION OF LIABILITY. AccuMed shall exercise commercially reasonable efforts to prevent the loss or destruction of Customer's records. In the event of error or omission in the performance of its services, AccuMed will re-perform the services at no additional cost to Customer. Customer acknowledges that Customer shall be responsible for the accuracy of the codes, fees, Billing Information, and all other data provided to AccuMed for use in the provision of its services. Notwithstanding the foregoing, it is expressly understood and agreed that AccuMed's sole obligation for any breach of this Agreement or failure to meet its obligations hereunder is limited to the obligation of AccuMed to return all monies paid it by Customer relating to the bill or bills in question. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT SHALL ACCUMED BE LIABLE FOR DIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, REPRESENTATION, WARRANTY OR TORT, ARISING OUT OF THIS AGREEMENT.

11. NOTICES. Any notice required or permitted to be delivered hereunder shall be (i) delivered in person; (ii) sent by certified mail, return receipt requested, or by national overnight delivery service to the address set forth above; or (iii) by facsimile transmission to the facsimile phone number set forth above, until written notice of change of address or facsimile number has been delivered in the manner set forth herein. Such notice shall be deemed to have been received on the day it was personally delivered or sent by facsimile transmission or the date it was received in the case of mailing or overnight delivery.

12. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

13. WAIVER. The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally, but only by an instrument duly signed by the party against which enforcement of the changes, waiver or discharge is sought; provided, however, changes made in order to comply with the provisions of HIPAA shall be deemed accepted and made a part of this Agreement without said signed instrument unless the party receiving such change within thirty (30) days of its receipt thereof delivers written notice to the other party that such change is not acceptable.

15. BINDING EFFECT/ASSIGNMENT. Except as otherwise provided in this Section 15, neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, AccuMed shall have the right without obtaining Customer's consent to assign this Agreement and all rights and obligations hereunder to any successor of AccuMed due to acquisition, whether by sale of stock or assets, merger, consolidation, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assignees of the parties hereto and upon such assignment by AccuMed, AccuMed shall be released from all further obligations.

16. INDEPENDENT CONTRACTOR. The parties agree that Customer shall exercise no control over the activities or operations of AccuMed, other than to enforce the specific obligations of AccuMed under this Agreement, and further agree that their relationship is as independent contractors.

17. SEVERABILITY. If any term or provision contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be considered independent and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that, to the extent allowed by law, any such term or provision found to be invalid, illegal or unenforceable shall be reinterpreted or adapted by the parties in such a way that the intended business purpose of such term or provision is achieved to the maximum extent possible.

18. GOVERNING LAW. As to all matters, including, validity, construction and effect, this Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan without regard to its principles of conflicts of laws.

19. JURISDICTION. Customer consents and agrees that the following courts shall have personal jurisdiction over Customer and all lawsuits relating or arising out of this Agreement: (a) all courts included within the state court system of the State of Michigan; and (b) all courts of the United States of America sitting within the State of Michigan including,

but not limited to, all of the United States District Courts sitting within the State of Michigan. Customer waives any defense of lack of personal jurisdiction or inconvenient forum in these courts.

20. ADDITIONAL INSURED. AccuMed shall name Customer as an additional insured on its insurance policy, and provide evidence thereof.

20. TERMINATION OF EXISTING AGREEMENTS. Customer agrees that upon its execution of this Agreement all prior agreements between Customer and AccuMed Billing, Inc. and AccuMedWeb.Com, LLC, including but not limited to the Billing Service Agreement and AccuMedWeb.com Subscription Agreement shall terminate and be of no further force or effect.

IN WITNESS WHEREOF the parties have signed this Agreement on the dates set forth below their signatures hereto.

ACCEPTANCE

ACCEPTANCE:

ACCUMED BILLING, INC.

\_\_\_\_\_  
(CUSTOMER NAME)

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

NAME:

NAME: \_\_\_\_\_  
(PRINT OR TYPE NAME AND TITLE)

DATE \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE A  
ePCR FEE, PAYMENT SCHEDULE, SUPPLIER NAME, SOFTWARE DESCRIPTION,  
VALUE AND ANTICIPATED ANNUAL RUN VOLUME

ePCR Supplier: ESO Solutions, Inc., a Texas corporation (“ESO”)

Total Anticipated Billable Annual Run Volume: 1,578

Payment Method: Annual payment of \$2,283.09 is due each March 1 during the Initial and Renewal Terms of this Agreement. DCC has funded the period of March 1, 2015 through February 28, 2016.

Description of the ePCR Product provided and the Current Cost Thereof:

Below is a description of the product being provided by ESO and the current costs being charged to AccuMed by ESO based upon the anticipated annual Run volume.

AccuMed Pay:

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 1,250 -2,500 Incidents	1.00	\$ 5,795.00	\$ 869.00	\$ 4,926.00	Annually Recurring
ePCR Mobile	4.00	\$ 695.00	\$ 2,780.00	\$ -	
Interface - Monitor	0.00	\$ 3,995.00	\$ 3,995.00	\$ -	
Billing Interface	1.00	\$ 2,995.00	\$ 2,995.00	\$ -	
Services Training	1.00	\$ 995.00	\$ 995.00	\$ -	
Services - Training Travel Costs	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	
Year 1 Fee				\$ 4,926.00	
Subsequent Initial Term Annual Fee				\$ 4,926.00	

SCHEDULE B  
DESCRIPTION OF HARDWARE, INITIAL VALUE  
AND HARDWARE FEES AND PAYMENT METHOD

Qty: (2) Panasonic CF-19's. Initial Value \$8,000.00

SCHEDULE C  
BUSINESS ASSOCIATE AGREEMENT.

A. AccuMed and Customer agree to comply with the obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended (“HIPAA”), and with the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act and related regulations, as amended (the “HITECH Act”) to protect the privacy of Personal Health Care (or Protected Health) Information (“PHI”) as delivered, collected, processed or obtained as a result of the performance of their respective responsibilities under this Agreement.

B. AccuMed and Customer agree that AccuMed may use and disclose PHI, including but not limited to manually, verbally and through electronic medium, which AccuMed obtains from Customer for the following purposes.

- (i) For the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of services provided by Customer to its patients.
- (ii) Preparation of reminder notices and documents pertaining to collections of overdue accounts.
- (iii) Submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Customer to its patients and to appeal denials of such payments.
- (iv) For the proper management and administration of AccuMed to permit AccuMed to carry out its legal responsibilities as a business associate.
- (v) For other uses or disclosures of PHI as are permitted by HIPAA provided AccuMed complies with the requirements of HIPAA and the HITECH Act.
- (vi) For such other uses or purposes as may be required by law.

C. In connection with its obligations under the HIPAA Privacy Rule, AccuMed agrees that it will:

- (i) not use or further disclose PHI except as permitted under this Agreement or required by law;
- (ii) use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

- (iii) to mitigate, to the extent practicable, any harmful effect that is known to AccuMed of a use or disclosure of PHI by AccuMed in violation of this Agreement;
- (iv) report to Customer any use or disclosure of PHI not provided for by this Agreement of which AccuMed has knowledge;
- (v) take appropriate action to assure that any agents or subcontractors to whom AccuMed provides PHI or who have access to PHI through AccuMed agree to the same restrictions and conditions that apply to AccuMed with respect to PHI;
- (vi) make PHI available to Customer or as directed by Customer to an individual who has a right of access under HIPAA in accordance with the applicable Federal regulations;
- (vii) incorporate any amendments to PHI in accordance with the applicable Federal regulations when notified to do so by Customer;
- (viii) provide an accounting of the uses or disclosures of PHI made by AccuMed in accordance with the applicable Federal regulations;
- (ix) make its internal practices, books and records relating to the use and disclosure of PHI available to Customer and/or the Secretary of the Department of Health and Human Services for HIPAA and HITECH Act compliance purposes;
- (x) at the termination of this Agreement, return or destroy all PHI created or received by AccuMed on behalf of Customer and if return is infeasible, the protection of this Agreement will extend to such PHI so long as AccuMed maintains such information;
- (xi) in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of AccuMed agree to the same restrictions, conditions, and requirements that apply to AccuMed with respect to such information; and,
- (xii) comply with the provisions of the HIPAA Privacy Rule applicable to Customer in the event AccuMed becomes obligated hereunder to carry out any portion of Customer's obligations under said Privacy Rule.

D. In connection with its obligations to comply with HIPAA and the HITECH Act, Customer agrees that:

- (i) Customer has the primary responsibility to retain all PHI that it has delivered to AccuMed and shall also be primarily responsible to respond and deliver such PHI to those entitled to it under the provisions of HIPAA;

- (ii) Customer will obtain any consent, authorization or permission that may be required by HIPAA, applicable state laws and/or regulations prior to furnishing AccuMed the PHI pertaining to an individual; and
- (iii) Customer will inform AccuMed of any PHI that is subject to any arrangements permitted or required of Customer under HIPAA that may materially impact in any manner the use and/or disclosure of PHI by AccuMed including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in HIPAA and the regulations issued pursuant thereto and/or agreed to by Customer.

E. HIPAA Security Rule.

AccuMed, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to HIPAA and the HITECH Act, regarding the security of electronic protected health information ("e-PHI") that is received as a result of any of the services provided hereunder. In conformity therewith, AccuMed agrees that it will:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the applicable Federal regulations;

(ii) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of the applicable Federal regulations;

(iii) Ensure that any agent of AccuMed, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect all protected health information including e-PHI in accordance with the applicable Federal regulations, including compliance with the same restrictions and conditions that apply throughout this Agreement to AccuMed with respect to such information; and

(iv) Report to the Customer any security incident of which it becomes aware.

F. AccuMed, in its capacity as a Business Associate, will carry out its obligations under this Agreement in compliance with the applicable provisions of the HITECH Act; provided, however, these obligations shall only directly apply to AccuMed in its capacity as a Business Associate it being agreed that AccuMed is not obligated to assume or undertake any obligations or requirements for which Customer (who is the Covered Entity) is responsible. This provision includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, AccuMed agrees that it will:

(i) Notify Customer following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than as required by the HITECH Act. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.

(ii) Secure all PHI, in any form, through the use of the technology or methodology as specified in the applicable regulations.

G. Customer, as a “creditor” and covered entity under the Identity Theft Rules found at 16 CFR Part 681 (commonly known as the “Red Flag Rules”) has a duty to exercise appropriate and effective oversight of its providers including AccuMed. AccuMed agrees to assist Customer with Customer’s obligations under the Red Flag Rules as follows

(i) Ensure that its activities for Customer are conducted in accordance with the reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing.

(ii) Ensure that any agent or third party who performs services on AccuMed’s behalf in connection with covered accounts of Customer, including a subcontractor, agrees to conduct all its activities in accordance with the reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing.

(iii) Alert Customer of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred.

H. Notwithstanding any other provisions of this Agreement, upon Customer’s reasonable determination that AccuMed has violated any material term or provision of this Business Associate Agreement section pertaining to Customer’s obligations under HIPAA, the HITECH Act, or the Red Flag Rules or if AccuMed engages in conduct which would, if committed by Customer, result in a violation of HIPAA, the HITECH Act, or the Red Flag Rules by Customer, Customer shall provide AccuMed written notice of that violation and sufficient detail to enable AccuMed to understand the specific nature of that violation and afford AccuMed a reasonable opportunity to cure the violation; provided, however, that if AccuMed fails to cure the violation within a reasonable time specified by Customer, Customer may terminate this Agreement.

I. Both parties agree as follows:

(i) To negotiate and amend this Business Associate Agreement section, from time to time, as necessary to comply with any amendment to any provision of HIPAA, the HITECH Act, or the Red Flag Rules or their implementing regulations including, but not limited to, any privacy regulation, which materially alters either parties or both parties obligations under this Business Associate Agreement section;

(ii) The terms of this Business Associate Agreement section shall be construed in light of any applicable interpretation or guidance on HIPAA and/or its implementing regulations issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time, and under the HITECH Act and/or its implementing regulations and under the Red Flag Rules; and

(iii) Nothing contained in this Agreement, including this Business Associate Agreement section, shall confer upon any person or entity other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Customer agrees to:

(i) Comply with all obligations applicable to covered entities under the HIPAA and the HITECH Act and the rules and regulations thereunder as well as the Red Flag Rules.

(ii) Provide AccuMed with the notice of privacy practices that Customer produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(iii) Provide AccuMed with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect AccuMed's permitted or required uses and disclosures.

(iv) Notify AccuMed of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 CFR § 164.522.

K. Any other provisions of this Agreement that are directly contradictory ("Contradictory Term") to one or more terms of this Business Associate Agreement section shall be superseded by the terms of this Business Associate Agreement section to the extent and only to the extent of the contradiction, only for the purpose of Customer's compliance with HIPAA or the HITECH Act (and their implementing regulations) or the Red Flag Rules and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Business Associate Agreement section.



## SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Hwy, Building II-300, Austin, Texas 78759 ("ESO"), and Wyandotte Fire Department, with its principal place of business at 266 Maple Road, Wyandotte, Michigan 48192 ("Customer") is made effective March 1, 2015 or the date ESO begins implementing Customer, whichever date is earlier (the "Effective Date").

### RECITALS:

WHEREAS, ESO is in the business of providing software services (the "Services") to businesses and municipalities;

WHEREAS, Customer desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

WHEREAS, Customer has entered into a Billing Services Agreement (the "Billing Services Agreement") with The AccuMed Group, with its principal place of business at 23521 Telegraph, Brownstown, Michigan 48134 ("Billing Agent") pursuant to which Billing Agent has also agreed to provide services to Customer; and

WHEREAS Billing Agent has entered into a Services Payment Agreement with ESO (the "Payment Agreement") effective as of the Effective Date pursuant to which Billing Agent has agreed to pay to ESO on behalf of Customer the Subscription Fees or a portion of the Subscription Fees set forth in this Agreement (the "ESO Fees").

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference hereof. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by ESO regarding future functionality or features.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate on February 28, 2020. The Agreement shall automatically renew for successive renewal terms of one year, unless one party gives the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the current Term.
3. **Subscription Fees, Invoices and Payment Terms.**
  - a. **Subscription Fees.** Customer has chosen to have Billing Agent pay all or a portion of the ESO Fees on its behalf as indicated in Exhibit A. In the event that Billing Agent does not pay its portion of the ESO Fees on behalf of Customer as provided in Exhibit A and Customer elects in writing to continue receiving Services from ESO or Customer chooses to pay for a portion of ESO Fees (collectively, hereafter "Customer's Assumption of the Payment Obligation"), then Customer shall be responsible for any outstanding fees. The ESO Fees are invoiced annually in advance. ESO may evaluate Customer's usage and adjust Customer's invoice based on changes in Customer usage as indicated in Exhibit A.
  - b. **Payment of Invoices.** In the event of Customer's Assumption of the Payment Obligation, then Customer shall pay the full amount of invoices within thirty (30) days of Customer's receipt of said invoices (the "Due Date"). Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
  - c. **Disputed Invoices.** In the event of Customer's Assumption of the Payment Obligation and Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the

undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer's claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts reasonably determined by ESO to be payable shall be due within ten (10) business days of Customer's receipt of such written determination, which shall be accompanied by written documentation: (i) explaining why ESO believes the amount it determines is correct, (ii) what the correct amount is, and (iii) written evidence supporting ESO's determination.

#### 4. **Termination.**

- a. **Termination by Customer for Cause.** If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer ("**ESO Default**"), Customer may terminate this Agreement without incurring further liability, except for the payment of all undisputed accrued but unpaid ESO Fees provided Customer's Assumption of the Payment Obligation has occurred. If ESO is unable to provide Service(s) for thirty (30) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO.
- b. **Termination by ESO for Customer Default.** ESO may terminate this Agreement with no further liability if (i) Customer's Assumption of the Payment Obligation has occurred and Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within fifteen (15) days following written notice from ESO (collectively referred to as "**Customer Default**"). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default and Customer's Assumption of the Payment Obligation has occurred, Customer shall remain liable for all undisputed accrued Subscription Fees and other charges, and in that event Customer agrees to pay ESO's reasonable expenses (including attorney and collection fees) incurred in enforcing ESO's rights in the event of a Customer Default.

5. **Delivery of Data upon Expiration or Termination of Agreement.** If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4a or b above, ESO shall deliver to Customer its data, in machine readable format, on DVD or CD, at Customer's option. Customer shall reimburse ESO for the cost of the media on which Customer's data is delivered to Customer. If Customer wants the data to be delivered in a medium other than DVD or CD, ESO shall make reasonable and good faith efforts to accommodate Customer, provided that Customer supplies the medium on which the data is to be provided and shall pay for any additional cost incurred by ESO in accommodating this request.

6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.

7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.

8. **Mobile Software.** If Customer elects to use ESO's mobile Software (the "Software"), the provisions of this Section shall apply.
- a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
  - b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.
  - c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.
9. **Support and Updates.** During the term of this Agreement, ESO shall provide to Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated hereof. ESO will also provide Updates to Customer, in accordance with Exhibit B.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, customization, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
12. **Indemnification by Customer.** Customer will defend and indemnify ESO from any and all claims brought against ESO by third parties and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
13. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA

FILES, PROGRAMS, PROCEDURE OR INFORMATION NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES.

14. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO's network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
15. **Confidential Information.** "Confidential Information" shall mean all information disclosed in writing by one party to the other party that is clearly marked "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing party as required by law.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and the documents referred to herein and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

Notwithstanding the foregoing section 15, ESO hereby acknowledges that as CUSTOMER is a public entity, CUSTOMER is subject to Act 442 of 1976, the Michigan Freedom of Information Act. It is ESO's responsibility to comply with all applicable provisions thereof relating to Confidential Information.

## 16. General Provisions.

- a. **Force Majeure.** Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected party and occurs without such party's fault or negligence.
- b. **Entire Agreement.** This Agreement, including all exhibits, addenda, documents referred to herein and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) attached as Exhibit C hereto, constitutes the entire agreement between the parties

and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is asserted.

- c. Governing Law. This Agreement shall be governed by the laws of the State of Michigan without regard to choice or conflict of law rules.
- d. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Wayne County, Michigan, and shall be resolved under the laws of the State of Michigan. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis.
- e. No Press Releases without Consent. Neither party may use the other party's name or trademarks, nor issue any publicity or public statements concerning the other party or the existence or content of this Agreement, without the other party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer's name and logo in ESO sales presentations, without Customer's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO's name and logo to identify ESO as a vendor or provider for Customer.
- f. Aggregate Data Reporting. Customer hereby grants ESO the right to collect data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information ("PHI") unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.
- g. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- h. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile or email transmission. Notices must be delivered or sent to the parties' respective addresses set forth above or the facsimile number or email address set forth below their signatures hereto.
- k. Taxes. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.
- l. Relationship of Parties. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Both ESO and Customer are independent contractors.

- a. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first written below.

**ESO SOLUTIONS, INC.**

**CUSTOMER**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** **Chris Dillie**

**Name:** \_\_\_\_\_

**Title:** **President/CEO**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Facsimile:** **(512) 687-5190**

**Facsimile:** \_\_\_\_\_

**Email:** **chris.dillie@esosolutions.com**

**Email:** \_\_\_\_\_

**EXHIBIT A**

**SOFTWARE FEE SCHEDULE  
AND DESIGNATION OF PAYMENT OBLIGATION**

Customer has selected the ESO Services listed below. Billing Agent has agreed to pay for all or a portion of the ESO Services on behalf of Customer, therefore also listed below is a designation of which ESO Services Billing Agent or Customer has agreed to pay.

AccuMed Pay:

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 1,250 -2,500 Incidents	1.00	\$ 5,795.00	\$ 869.00	\$ 4,926.00	Annually Recurring
ePCR Mobile	4.00	\$ 695.00	\$ 2,780.00	\$ -	
Interface - Monitor	0.00	\$ 3,995.00	\$ 3,995.00	\$ -	
Billing Interface	1.00	\$ 2,995.00	\$ 2,995.00	\$ -	
Services Training	1.00	\$ 995.00	\$ 995.00	\$ -	
Services - Training Travel Costs	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	
Year 1 Fee				\$ 4,926.00	
Subsequent Initial Term Annual Fee				\$ 4,926.00	

## EXHIBIT B

### SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services (“Support Services”) that ESO will provide and the service levels that ESO will meet.

#### 1. Definitions.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “Customer Service Representative” shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer’s Administrator has been unable to resolve.
- (b) “Error” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “Error Correction” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “Priority A Error” means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) “Priority B Error” means an Error that substantially degrades the performance of the Software or materially restricts Customer’s use of the Software.
- (f) “Priority C Error” means an Error that causes only a minor impact on Customer’s use of the Software.
- (g) “Update” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) “Normal Business Hours” means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

#### 2. Customer Obligations.

Customer will provide at least one administrative employee (the “Administrator” or “Administrators”) who will handle all requests for first-level support from Customer’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to Customer’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer’s employees. The Administrators will refer any Errors to ESO’s Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

#### 3. Support Services.

- (a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) *Procedure.*
  - (i) *Report of Error.* In reporting any Error, the Customer’s Administrator will describe to ESO’s Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
  - (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use

commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. ESO Server Administration.

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
  - (i) Microsoft Patch Management
  - (ii) Security patches to supported applications and related components
  - (iii) Event Log Monitoring
  - (iv) Log File Maintenance
  - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

**EXHIBIT C**  
**BUSINESS ASSOCIATES AGREEMENT**

This Agreement (this "Agreement") is made and entered into as of the contract execution date by and between **ESO Solutions Inc.**, ("Business Associate") a State of Texas corporation, and **Wyandotte Fire Department** ("Covered Entity").

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder; and

WHEREAS, Business Associate and Covered Entity are parties to an agreement (the "Service Agreement"), pursuant to which the fulfillment of the Parties' obligations thereunder necessitates the exchange of, or access to, data including individual identifiable health information,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of PHI or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party.")
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

**ARTICLE 2**  
**CONFIDENTIALITY**

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it

- becomes aware, and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity;
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI;
  - (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction;
  - (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

## 2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

## 2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under the Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to

whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### 2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if, and to the same extent, Covered Entity was the named Business Associate hereunder.

#### 2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

#### 2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

### **ARTICLE 3 SECURITY**

#### 3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees that Business Associate has not been excluded or has not been served a notice of exclusion or has not been served with a notice of proposed exclusion, or has not committed any acts which are cause for exclusion from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including, but not limited to, Medicare or Medicaid, and has not been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify

Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

### 3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

## **ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

#### 4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

#### 4.3 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions that are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require, to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage. Business Associate shall add Covered Entity as an additional insured entity on its general liability coverage.

- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.4 Confidential and Proprietary Information

- (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

### **ARTICLE 5 MISCELLANEOUS**

#### 5.1 Indemnification.

Each Party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

#### 5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; and (ii) report the violation to the Secretary.
- (c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and

disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for injunctive relief as described below.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this agreement shall be in writing and signed by both parties.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.4, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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

**MEETING DATE:** April 27th, 2015

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

7

**ITEM:** Stellar Entertainment Inc. - Garden Brothers Circus – Yack Arena Rental

**PRESENTER:** Justin N. Lanagan, Superintendent of Recreation

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** I received a phone call from Niles Garden, President of Stellar Entertainment Inc., on the evening of Friday April 17<sup>th</sup>. Mr. Garden was looking for a facility to host two circus shows on the date of May 6<sup>th</sup>. They had a location previously booked (or so they thought), but due to miscommunication there was a scheduling conflict and the circus was left without a venue. The Yack Arena is available on Wednesday May 6<sup>th</sup>.

I asked Mr. Garden about the circus show acts. He said they will have two performances, one at 430pm and the next at 730pm. The performances are mostly human based, featuring clowns, magicians, and some stunts. He also said they would have camels, horses, dogs, and zebras. General Admission tickets are \$20 for adults, but the first 100 tickets purchased online are \$9.95. Children tickets are free. There is VIP seating available at a higher charge.

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

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the Garden Brothers Circus.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-000-654-610-020. This rental will generate roughly \$1500 of revenue.

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shupdal*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved by Legal Affairs

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS:**

- 1) A copy of a Yack Arena Rental Contract
- 2) A copy of a Yack Arena Hold Harmless Agreement
- 3) Current listing of Arena rental costs

**RESOLUTION:**

Wyandotte, Michigan  
Date: April 27th, 2015

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

**RESOLVED** by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the Benjamin F. Yack Arena rental contract for the Stellar Entertainment Inc. Garden Brothers Circus in the amount of \$1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the Contract; Circus to be held at 430pm and 730pm on Wednesday May 6<sup>th</sup>. **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I move the adoption of the foregoing resolution.

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

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

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

**BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT**  
City of Wyandotte, Michigan

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to Stellar Entertainment Inc. – Garden Brothers Circus hereinafter called the "Permittee."

*Witnesseth:*

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Garden Brothers Circus, May 6, 2015

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee.  
**Security Deposit to accompany this Contract.**
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Garden Brothers Circus, May 6, 2015

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance at least 30 days in advance of the event as follows, noming the City of Wyandotte as Additional Insured:

- A. Workmen's Compensation Insurance as required by the laws of the State of Michigan;
- B. Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;
- C. Property Damage with a minlmu of \$ 1,000,000.00 for each occurrence;
- D. Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.

- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its

- authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises
- F The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner
- G The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations
- H The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
- I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
- J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
- K The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination
- L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs
- M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
- N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
- O Permittee shall not make any alterations in the premises without written approval of the Owner.
- P Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee
- Q Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.
- R Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner

- S Permitee agrees not to discriminate in its use of the premises among law-abiding members of the public
- T. The policy of the Owner is to serve the public in the best possible manner and Permitee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame proofed material and conform with requirements of the Fire Department
- V The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permitee.
- W The premises shall be accepted by Permitee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permitee.
- X. If the time of Owner's employees is required by the Permitee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permitee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permitee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permitee or its agents or employees or the patrons of the Permitee.
- AA Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permitee any payments that have been made for the period of the permit prevented or interrupted and the Permitee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permitee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB Amounts and contents of Permitee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative
- CC. The Permitee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permitee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final
- EE It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permitee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permitee may be served by mailing the same to the Permitee at the address hereinbefore set forth or by delivering a copy thereof to the Permitee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified
- ii Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account
- JJ Permitee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permitee's use of the Yack Arena
- KK Permitee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- 1) Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE:

Niles Garden – President  
Stellar Entertainment, Inc.

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Position if signing on behalf of the Permittee

OWNER:

CITY OF WYANDOTTE,  
a municipal corporation of the State of Michigan

By

\_\_\_\_\_  
Mayor Joseph Peterson

\_\_\_\_\_  
City Clerk William R. Griggs

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name

William R. Griggs  
Department of Legal Affairs

YACK ARENA HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to: Stellar Entertainment, INC. -- Garden Brothers Circus for the use of the Yack Arena on the following date/dates: Garden Brothers Circus, May 6, 2015, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for Injury (Including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the NO SMOKING POLICY during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee.

**EVENT INFORMATION - PRINT**

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

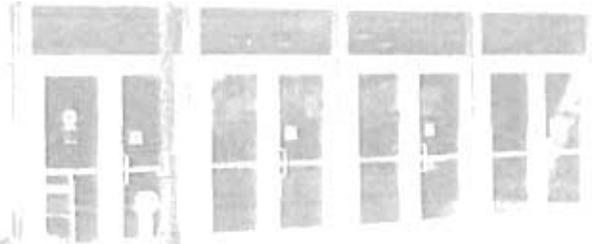
Signature \_\_\_\_\_

Title or Position \_\_\_\_\_  
if signing on behalf  
of the Permittee

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name William L. Ford  
Department of Legal Affairs

# BENJAMIN F. YACK RECREATION CENTER



## 2015 Associated Rental Cost

A **four-wall policy** will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The **Arena Rental Fee** will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday	<b>\$500 per day</b>
Additional day for set-up or take down on holiday	<b>\$1,000 per day</b>
Per hour rate for any time after 5 p.m. or on a holiday	<b>\$100 per hour</b>

### **Additional Rental Fees:**

Kitchen/Concession Area	<b>\$320 per day</b>
Trash Removal (per dumpster)	<b>\$35 per dumpster</b>
Additional Electrical 110 electric drop	<b>\$15 per drop</b>
Additional Electrical 220 electrical drop	<b>\$30 per drop</b>
Table Rental	<b>\$5 each</b>
Table Rental & set-up	<b>\$6 each</b>
Chair Rental	<b>\$1 each</b>
Chair Rental & set-up	<b>\$1.25 each</b>
Bleacher – pull out	<b>\$100</b>
Pipe and drape set-up	<b>\$3 per section</b>

**Other Services** may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

### **ELECTRONIC SIGNS:**

#### **YACK ARENA (3<sup>RD</sup> & EUREKA)**

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

#### **D.D.A. (FORT STREET & EUREKA AVENUE)**

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at **Fort Street & Eureka** before your event, please fill out an application at the Customer Assistance Department located on the lower floor of City Hall or print a form from [Wyandotte.net](http://Wyandotte.net) and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.

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

8-A

MEETING DATE: April 27<sup>th</sup> 2015

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

**ITEM:** Special Event Applications - Wyandotte Business Association

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Below please find the requested date for streets/property the Wyandotte Business Association (WBA) would like to utilize for their special event Saturday May 16<sup>th</sup> 2015. The WBA is asking permission for the following items:

May 16<sup>th</sup> 2015

- Permission to utilize city parking lot #9 (located at Maple and Second Street) from 7 am to 3 pm

If there are any costs for any city staff/material/property for said event, the WBA 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 WBA. This means any glass, spills; broken items will need to be cleaned during the event. The WBA must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (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 events held:

**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:** *J. Opsdal*

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan  
Date: April 27<sup>th</sup> 2015

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets, parking lot and property for the events held May 16<sup>th</sup> 2015.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

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

8-B

**MEETING DATE:** April 27<sup>th</sup> 2015

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

**ITEM:** Special Event Application – Roll along the River – Downriver Delta CDC

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Attached please find the Special Event Application from Downriver Delta organization requesting to hold Roll along the River, a cycling event on Sunday, May 3<sup>rd</sup> and the use of city sidewalks and streets including three parking spaces on Biddle Avenue in front of Tongues Coffee from 11 am to 1 pm. This event has been reviewed and approved by Police Chief, Fire Chief, Recreation Superintendent, and Department of Public Service. (Please see the attached application and information sheets).

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city property on May 3<sup>rd</sup> 2015.

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

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

**COMMISSION RECOMMENDATION:** \_\_\_\_\_ N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *D. Nydal*

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

**MAYOR'S RECOMMENDATION:**

*J. P.*

**LIST OF ATTACHMENTS**

Special Event Application

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 27<sup>th</sup> 2015

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City property for the event held on May 3<sup>rd</sup> 2015.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

# Application for Special Event

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

Date of proposed event: May 3 Times: 12-4 p

→ Name of Applicant: JEREMY

Name of Business or Organization: Quixote Delta CDC

Type of legal entity of your business/organization: NON PROFIT

Name of Individual authorized to sign documents on behalf of your business/organization: JEREMY E. HANSEN

Address: 10748 W Jefferson R.R. 48218

→ Email: JEREMY.E.HANSEN@gmail.com Cell Phone: 734-673-6890

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

Site of proposed event: Jefferson / Biddle ave.

Estimated maximum number of persons expected at the event for each day: 50-100.

Is Alcohol going to be served or provided at this event: No Do you have a license: No

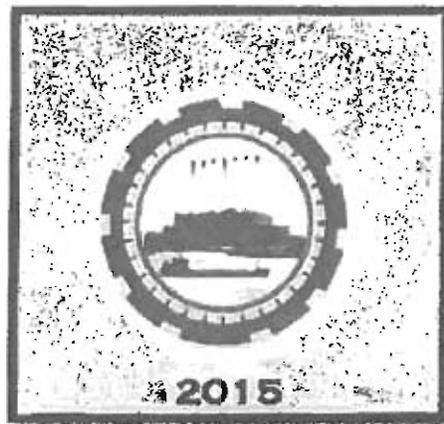
Do you need water hook up for this event? No

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

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

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

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



## **ROLL ALONG THE RIVER**

*A FREE, all-age, recreational and leisurely bicycle ride  
Taking place on Sunday, May 3<sup>rd</sup> between 12 noon and 4 p.m.  
Riders will gather at Tongue's Coffee, 2958 Biddle Avenue in  
Wyandotte at noon.*

*(Parking available across the street at Bishop Park).  
The ride will launch from Tongue's by 1 p.m. and return to Wyandotte  
and we will end up at Joe's Hamburgers, 3041 Biddle Avenue in  
Wyandotte, by 3 p.m.*

*Food and beverages will be available for sale--or you can just cook out by  
the water!*

*The total distance of the ride is approximately 12 miles.*

*To register online for this FREE EVENT, go to:*

*[http://www.eventbrite.com/e/roll-along-the-river-2015-tickets-  
16303726886](http://www.eventbrite.com/e/roll-along-the-river-2015-tickets-16303726886)*

*See our Facebook site:*

*<https://www.facebook.com/RollAlongTheRiver?ref=hl>*

*Or call: 313-928-2955*

*Roll Along the River is a Coproduction of:*



**&**



**RIVER'S EDGE  
GALLERY**  
#ArtOfNewDetroit - No Limits, No Boundaries



Downriver Delta Community Development Corporation  
10748 W. Jefferson Ave. Suite #210  
River Rouge, MI 48218

**Board of Directors:  
Officers**

**Gina C. Steward**  
President  
*Telegram Newspaper*

**Marion Bloye**  
Vice President  
*Bridging Communities  
Retired*

**Karl Laub**  
Treasurer  
*City of River Rouge*

**Board Members**

**Daryl Rush**  
*City of River Rouge*

**Dr. Paul Draus**  
*U of M Dearborn*

**Madelyn Williams**  
*DTE Energy*

**Tyrone Carter**  
*Original Citizens of  
Southwest Detroit*

**Jeremy Waechter**  
*The Guidance Center*

*To encourage regional collaboration through education of citizens,  
elected officials, businesses and other stakeholders to promote economic  
development, quality of life and social equity*

April 9, 2015

**Daniel Grant, Chief of Police**  
City of Wyandotte  
3131 Biddle  
Wyandotte, Michigan 48192

Dear Chief Grant:

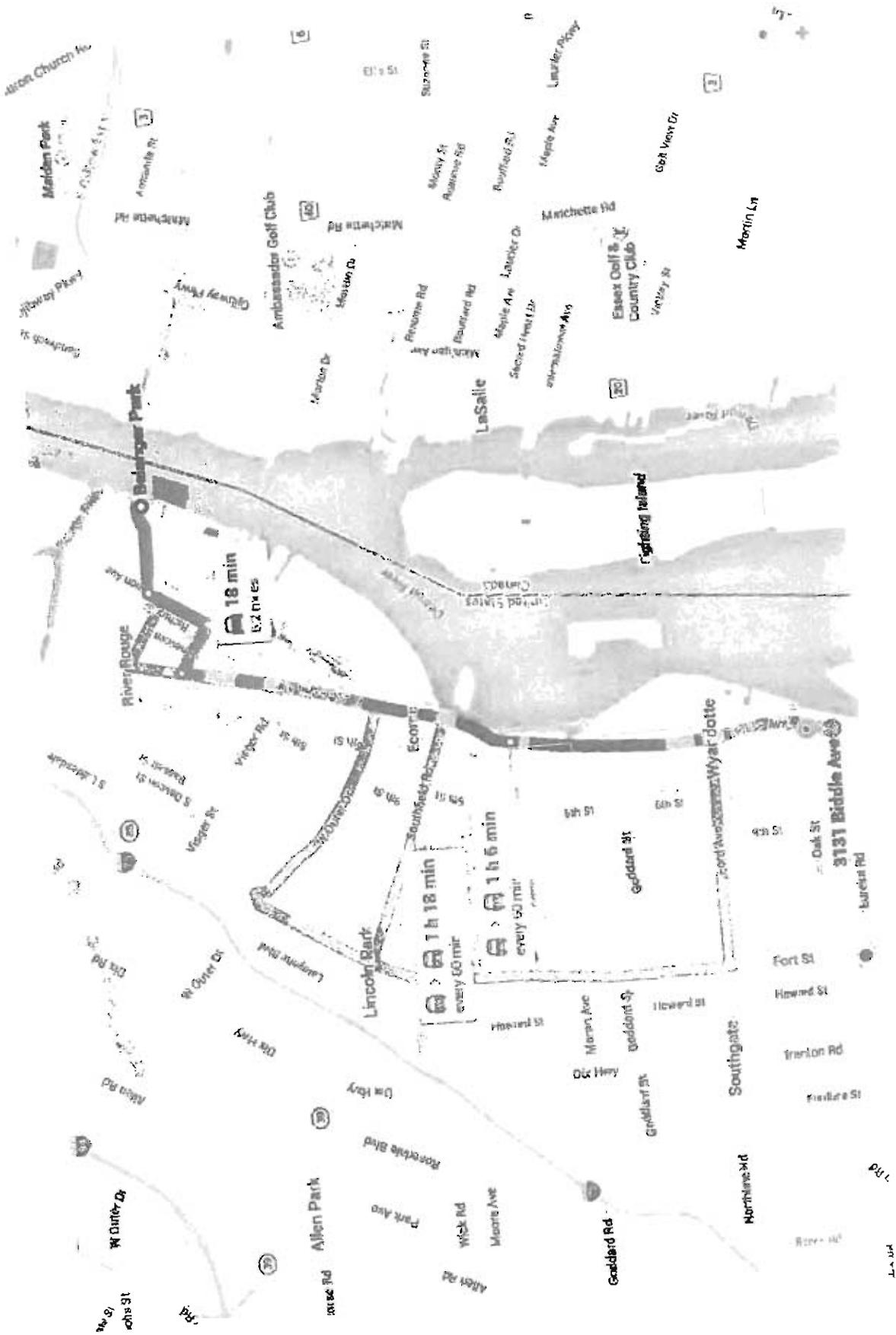
The Downriver Delta CDC in collaboration with River's Edge Gallery in Wyandotte is planning a participatory bicycle ride, called 'Roll Along the River,' starting on Biddle Avenue and continuing up W. Jefferson Avenue, to experience the Detroit River and the Communities along it: Wyandotte, Ecorse, and River Rouge. The ride will take place on Sunday May 3, 2015 between noon and 4 p.m. This area, known by all as "Downriver" is rich in history, from the time of Native American cultivation through the European settlements to its heyday as the heartbeat of industry.

The mission of the Downriver Delta CDC is to assist our downriver communities in joining with the City of Detroit in a process of revitalization through the development of green infrastructure and clean waterways. This project will introduce many who are part of the rapidly growing non motorized transportation movement to the area, its parks along the Detroit River and its fascinating history.

We are attaching a map of the route to this event showing points of interest, including parks and shopping. If you have questions please contact Jeremy E. Hansen at [jeremyehansen@gmail.com](mailto:jeremyehansen@gmail.com) or by phone at 734.613.6870. We hope that you will be available on May 3 to greet (and perhaps join) the anticipated 100-plus cyclists who will be rolling through Wyandotte, Ecorse, and River Rouge that afternoon.

Sincerely,

Gina Steward  
President



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

8-0

**MEETING DATE:** April 27<sup>th</sup> 2015

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

**ITEM: Special Event Application – WSAF 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 2015 Wyandotte Street Art Fair. *For details please see the below listing.*

Hype- \$ 1,750

**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 and William Griggs, City Clerk to sign the attached contracts.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

285.225.925.730.860 - \$1,750

**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:** *SDunsdale*

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

**MAYOR'S RECOMMENDATION:** *JRP*

**LIST OF ATTACHMENTS**

Tangerine Moon Productions Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 27<sup>th</sup> 2015

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

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2015 Wyandotte Street Art Fair as outlined in the provided communication dated April 27<sup>th</sup> 2015, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Hype

I move the adoption of the foregoing resolution.

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

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

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



# Contract

This contract/rider is between Tangerine Moon Productions' band **The Hype Syndicate**, herein after referred to as "artist" or "**Hype Syndicate**", and **City of Wyandotte** herein referred to as "purchaser".

All terms and conditions hereinafter set forth are part of the same contract. Artist agrees to furnish and purchaser agrees to accept for the engagement hereunder, an entertainment unit including services of the artist under the following terms and conditions.

Agreement Made **04.17.15** between:

**City of Wyandotte**  
c/o Heather Thiede  
2624 Biddle Avenue  
Wyandotte, MI 48192  
p: 734.324.4502 e: [hthiede@wyan.org](mailto:hthiede@wyan.org)

AND

**The Hype Syndicate** (artist)  
c/o Tangerine Moon Productions  
EIN: 56-2496072

Date(s) of Engagement: **Saturday, July 11th, 2015**

Venue: **Wyandotte Street Art Fair**  
**Wyandotte, MI 48192**

The artist will play two 70 minutes sets or 3 sets of 45 minutes.  
Artist will play from: **Time - TBD**

Wage agreed upon: **\$1,750**  
**INCLUDES:**  
**BAND**  
**(Purchaser to provide P.A.)**

**Purchaser will make payments as follows:**

Tangerine Moon Productions will accept payment by cash, check, money order, cashier's check or credit card [subject to 4% surcharge] in the amount of **\$875** as a nonrefundable security deposit. The remaining balance of **\$875** shall be paid by Monday of the event week: **July 6, 2015**.

There is a weekly late charge of **\$25** dollars per production.

**Please send contract, event sheet, and deposit to:**

(Under no circumstances is payment to be remitted to production staff (musicians, sound, multimedia))

**Tangerine Moon Productions  
240 N Rochester Rd  
Clawson MI 48017**

**ADDITIONAL PROVISIONS**

**ACCESS TO VENUE**

Purchaser shall allow artist access to venue for load in and setup at least three (3) hours prior to opening doors. Tangerine Moon Productions will advance exact times. Purchaser must also provide parking. 6 parking spaces for cars and one large U-haul truck sized vehicle for the sound company (if needed), as close to stage doors as possible. If parking is off the premises, then purchaser shall validate all parking or have passes made available for all production members. *TMP Production members will be reimbursed for parking by client should parking not be made available.*

**VENUE CHANGE**

If a change in venue occurs after the agreement has been made, purchaser may be subject to an additional \$500 fee, if it is deemed necessary for movers to be hired at said new venue. Including (but not limited to): stairs, extreme inclines, or otherwise difficult load-in scenarios.

**STAGING**

\* Purchaser shall provide an appropriate size stage, (20 X 24 recommended). Stage area MUST fit five (5) people comfortably. If performance is outdoors, the stage shall be covered, and proper indoor facilities are necessary for backup plans due to inclement weather.

**TECHNICAL**

If Tangerine Moon Productions is providing P.A., multimedia, and lighting, purchaser must provide adequate electrical power. 2-3 separate circuits if lighting is not purchased, and 4 separate circuits if lighting and multimedia packages are purchased.

**SOUND CHECK**

**Artist** needs twenty-five (25) to forty (40) minutes to sound check. Tangerine Moon Productions will advance exact times.

**SECURITY**

Purchaser shall provide security (amount appropriate to venue size) to ensure the safety of the audience as well as the artists, crew and equipment from the time we arrive until the time we leave.

**DRESSING ROOMS**

\* Purchaser shall provide a clean, quiet, well lit, **NON SMOKING** room for artist to sit six (6) people comfortably from load in to load out. This room should have multiple electrical outlets. This room shall be lockable if needed. Purchaser shall also provide access to a clean, private bathroom with soap.

**SPECIAL NOTE**

The artist shall at all times have complete supervision, direction, and control over the services or his/her personnel and reserves the right to control the manner, means, and details of the performance to ensure Tangerine Moon Productions "show quality standards".

Recording, reproduction, or transmission of artist's performance is prohibited absent written consent of the artist.

*Items marked with an \* are preferred, not necessarily required provisions.*

**Cancellation:**

The agreement that the Artist perform is subject to detention by sickness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond the artists control.

Outdoor events are also subject to cancellation resulting from specific weather conditions such as (but not limited to) precipitation (or strong chance of), adverse wet conditions due to prior weather conditions, lightning (or strong chance of), or not being provided adequate shelter from the elements.

If the circumstance should arise that the purchaser cancels the performance agreement, all deposits will be foregone and contract will be paid in full.

**Extra Time:**

Tangerine Moon Productions' bands will play up to three encore songs if requested. After that the purchaser shall be billed for one set which is equal to the purchase price divided by three. This payment is to be paid within one week after the contracted performance date.

**Late Charges:**

There is a weekly late charge of **\$25** dollars per production.

Tangerine Moon Productions is an independent contractor and assumes all responsibility for: withholding tax, social security, state tax, public liability and workmen's compensation insurance, and assumes responsibility for insurance coverage to, from and on engagement, and accident or injury to themselves and/or their equipment

**INDEMNIFICATION**

~~Purchaser agrees to indemnify and hold harmless, the Artist and Tangerine Moon Productions from, and against all claims, costs, damages, liabilities, losses or judgments arising out of, or in connection to any claim, demand or action made by any third party as sustained by direct or indirect consequence of this engagement.~~

~~All changes to this contract/rider must be in writing, and approved by both the artist and the purchaser. Unless waived, all terms and provisions herein shall be agreed to, and provided by purchaser.~~

**LEGAL STUFF**

**CHOICE OF LAW**

This Contract shall be governed by the laws of the State of Michigan.

**ATTORNEY FEES AND COSTS**

If payment due under this Contract is not timely made by Purchaser, then Tangerine Moon Productions shall be entitled to recover, in addition to the payment itself and any late fees specified in this Contract, any and all reasonable costs and attorney fees incurred in connection with the collection of the delinquent payment(s).

**ARBITRATION**

All disputes related to this Contract, to the performance or alleged breach thereof, or to non-payment or delinquency of monies due under the terms of this Contract, shall be submitted to arbitration before a single-member arbitration panel, under the Commercial Arbitration Rules of the American Arbitration Association. If an arbitrator cannot be agreed-upon within ten (10) days of the arbitration demand, then either party may seek appointment of an arbitrator under Rule 11 of the Commercial Arbitration Rules. The Arbitral Award shall require the substantially losing party in said arbitration to pay both the substantially prevailing party's reasonable costs and attorney fees, and the entire cost of arbitration. The Arbitral Award shall be subject to enforcement in any United States state or federal court of competent jurisdiction. The party enforcing the Arbitral Award shall be entitled to recover all reasonable costs and attorney fees incurred in connection with the enforcement of said Award.

**ENTIRE AGREEMENT**

This Agreement represents and contains the entire agreement and understanding between the Parties, with respect to the subject-matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject-matter of this Agreement shall be relied upon by either party except those contained in this written Agreement.

**These are key legal terms to be aware of:**

- This Contract contains an arbitration clause, requiring all disputes to be submitted to arbitration, and requiring the substantially losing party to pay the entire cost of arbitration, along with the substantially prevailing party's reasonable costs and attorney fees.
- This Contract includes an attorney fees clause, stating that Purchaser can be held liable, in the event of a delinquent payment, for reasonable costs and attorney fees incurred by Tangerine Moon Productions, collecting the delinquent debt.

**These are key contractual points to be aware of:**

- The final balance is due by Monday of the event week. Failure to do so will result in the band not being able to perform at said event.
- Payment is only to be remitted to the Tangerine Moon Office and not the Production Staff (musicians, sound engineers or multimedia technicians).
- This contract has a 14 day shelf life and will be considered null and void if not signed and returned along with the deposit within the specified time frame.
- All deposits will be foregone in the event of purchaser's cancellation, due to the commitment of the event date and potential monies lost by forfeited bookings on the same said date.

**Please sign below; contracts without signatures are not valid:**

\_\_\_\_\_  
Tangerine Moon Productions Rep / Date

\_\_\_\_\_  
City of Wyandotte Representative / Date

**Please initial below for your convenience and protection:**

\_\_\_\_\_ I have read the entirety of this agreement and am acquainted with all of the above listed terms. I acknowledge that by signing this contract, I am agreeing to those terms.

**Please sign and return. Contract is null and void if not returned along with the security deposit within 14 days of the above date of creation (04.17.15).**

**Thanks for purchasing your entertainment from Tangerine Moon Productions!**

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 27, 2015

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

9

**ITEM:** Response to Councilwoman Fricke regarding escrow account

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 4-23-15*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** This communication is in response to the inquiry by Councilwoman Fricke at the April 13, 2015, Council meeting regarding escrow funds held by the City. The March 2015, Audit Report regarding fiscal year ending September 30, 2014, indicated that the City has deposits in escrow for upon sale property inspections that could be forfeited to the City.

Q1) Have an explanation of how and why these funds accrued and why the ordinance had not been enforced.

A1) Enclosed is a copy of the ordinance section 19-5(g) regarding the forfeiture of escrow funds. This ordinance was not followed by not forfeiting the funds in a timely manner. Notices should have been sent after the six (6) year time period described in the ordinance. There is no good excuse for not enforcing the ordinance as written. In recent years, priorities were shifted towards the Neighborhood Stabilization Program 2 (NSP2), increase in attention toward vacant houses with many bank foreclosures, concentration of ordinance enforcement for rental dwellings and the remodeling of the new City Hall with subsequent move into the building.

Q2) Request from the City Engineer to provide a report on how many homes that have escrows over one year or longer and the total amount of escrow dollars of those properties of one year older or longer.

A2) There are 1,122 homes with escrows over one year. The total amount of escrow in this category is \$1,430,729.

Q3) Request that the Council be presented with a plan and provide documentation/reports of how this is currently being handled and how the ordinance will be enforced in the future through our City Engineer/Engineering & Building Department.

A3) Escrows are held after inspections are performed and the escrows can be forfeited when six (6) years has passed from the signing of the affidavit and the following procedures have been followed:

1. The City has sent notice after this six (6) year period and if a written compliance schedule is not submitted to the City within one (1) month of notice with the schedule not being greater than six (6) months or
2. Repairs are not completed within six (6) months of this notice.

The escrow amount within this category is \$364,210.00.

The plan is to dedicate 15 hours per week to this project. First, notices have already been sent to all property owners regarding the forfeiture of escrow funds that are greater than six (6) years. Second, after six (6) months escrows will be forfeited and tickets will be issued. Reports will be submitted to City Council monthly on the status of escrows.

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

**ACTION REQUESTED:** n/a

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Possible additional revenue to General Fund from forfeited funds

**IMPLEMENTATION PLAN:** Continue to send communications to property owners and update City Council monthly on progress.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shupdal*

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

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS:** Ordinance Section 19-5(g) Inspection of Residential Dwellings Prior to Sale or Transfer

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: April 27, 2015

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

BE IT RESOLVED by City Council that the communication from the City Engineer regarding escrows held by the City of Wyandotte is hereby received; AND

BE IT FURTHER RESOLVED that the City Engineer will update the City Council monthly via email on the progress of the program.

I move the adoption of the foregoing resolution.

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

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

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

estimated to correct said violations may be placed in escrow with the department of engineering and building as outlined in subsection 19-5(g). Upon re-inspection and approval of the correction of all violations, a Certificate of Approval will be issued and remain valid for a five (5) year period at which time a new inspection and certificate of approval will be required for the subsequent sale or transfer of the property provided that conditions of Sec. 19-5(c)(3) are not applicable. The five (5) year period shall commence no later than the expiration date of the inspection report or six (6) months from the date of the affidavit assuming correction of the violations, whichever is later.

(2) *New dwellings.* A residential dwelling which has never been occupied will be issued a certificate of approval upon final inspection of the new construction work. The certificate of approval shall be valid for five (5) years of issuance.

(3) Notwithstanding any other provision of this ordinance, a new inspection and a new certificate of approval shall be required for any transfer or sale if the property becomes vacant, or is the subject of foreclosure proceedings, or is the subject of a police report regarding vandalism, breaking and entering or open structure, or is determined to be a dangerous building by the engineer in accordance with the City of Wyandotte Property Maintenance Code.

(d) *Disclaimer of liability by City.* A certificate of approval is not a warranty or guarantee that there are no defects in the dwelling and the City of Wyandotte shall not be held responsible for defects not noted in the inspection report.

This inspection of the land use, exterior posture and interior accessories of the structure is limited to visual inspection only. The City of Wyandotte does not guarantee or approve by inference any latent, structural, or mechanical defects thereto, or such other items that are not apparent by such visual inspection.

The City shall not assume any liability to any person by reason of the inspections required by this section or the code adopted herein or the issuance of a certificate of approval or a certificate of occupancy.

(e) *Dangerous conditions.* Should the department of engineering and building, upon inspection, determine that there are conditions which constitute an imminent danger to health and safety, it may order the conditions to be remedied and may limit or prohibit occupancy where appropriate.

(f) *Registration and fees.* Any person that is going to transfer a dwelling must register with the department of engineering and building for the purpose of setting up an inspection of the dwelling. The fee for the registration and inspection shall be in the amount of one hundred eighty dollars (\$180.00) for a one-family dwelling and two hundred seventy dollars (\$270.00) for a two-family dwelling.

(g) *Assumption of violations.* The buyer of a residential dwelling may assume the responsibility for correcting the violations noted on the inspection checklist through

"Inspection of Residential Dwelling prior to sale or transfer" Section 19-5



Section 19-5  
Continued

the following procedure: (a) there shall be placed in escrow with the department of engineering and building an amount of money approximately equal to that required to complete the repairs; (b) the buyer shall execute a notarized affidavit, provided by the department of engineering and building, stating their intent to assume the responsibility of correcting these violations completely within six (6) months of the date of the affidavit, or on or before the inspection report expiration date, whichever is later.

The money held in escrow may not be claimed by the buyer/owner until all violations are corrected and the final inspection of the checklist is approved as complete. However, the department of engineering and building may elect to refund portions of the escrow money to the buyer upon inspections which indicate that a significant portion of the violations noted on the inspection checklist have been corrected, provided the repairs and inspections are scheduled within the specified period. If all the violations are not corrected and approved within the specified period, occupancy may be prohibited and in addition, any and all costs that the city may incur in overseeing the file for that particular property while enforcing the city ordinance concerning inspection of residential dwellings shall be deducted from the escrow amount, including but not limited to any and all costs involved in bringing legal proceedings to enforce the ordinance. An extension beyond the specified period may be granted by the city engineer in those instances when the weather conditions are such that it would be impractical (as determined by the city engineer) to bring the property into compliance. A written request for an extension must be submitted to the city prior to the expiration of the specified period setting forth what violations have been corrected to date and what items cannot be corrected due to the weather. If the city engineer determines that the party making the request has been diligent in correcting the violations and that the weather makes it impractical to complete all repairs, an extension may be granted.

Commencing January 1, 2003 (beginning with the oldest files by date and then proceeding forward), a written notice shall be sent to the last known address to the persons who provided the escrow (and to the buyer of the home if the buyer did not deposit the escrow) if the corrections have not been made within a six-year period of the date of affidavit. The notice shall require the buyer to submit to the department of engineering and building a violation correction schedule within one (1) month of notice. The schedule shall not exceed six (6) months in length and shall include the time necessary to make sure all required permits are obtained to complete the repairs and notify the city to conduct a final inspection. The notice shall contain a provision that if the buyer does not: (1) Submit a schedule within (1) month to the city setting forth the repair schedule, or (2) complete all required repairs and arrange a final inspection by the city within six (6) months of the date of the notice, all funds deposited in escrow shall be forfeited to the city. If the required schedule is not submitted or if the work is not completed within the submitted scheduled time frame, the owner of the property shall be issued a ticket. Nothing in this section prohibits the city from commencing legal proceedings against a violator of this ordinance sooner than the above stated six-year period.

(h) *Penalty.* Any person who shall fail to obtain a certificate of approval as required by this section, or who shall fail to correct any violations within the time

**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 Micura Jr.**  
**Leonard T. Sabuda**  
**Donald C. Schultz**  
**Lawrence S. Stec**

April 14, 2015

**RESOLUTION**

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

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

RESOLVED by the City Council that the communication from Councilwoman Fricke relative to escrow accounts as they pertain to temporary Certificates of Occupancy and various other issues is hereby referred to the City Engineer for a review and report back to Council in two (2) weeks; (April 27, 2015).

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 April 13, 2015.

  
William R. Griggs  
City Clerk

CC: City Engineer

5

Thursday, April 9, 2015

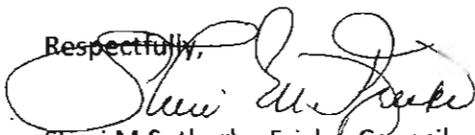
Honorable Mayor and City Council,

The audit recently presented to Council and the citizens of Wyandotte provided information that approximately over one million plus dollars are being held in a non-interest bearing account for escrows paid in order to receive a temporary Certificate of Occupancy.

I would like to request the following information be provided to Council:

- Have an explanation of how and why these funds accrued and why the ordinance had not been enforced.
- Request from the City Engineer to provide a report on how many homes that have escrows over one year or longer and the total amount of escrow dollars of those properties of one year older or longer.
- Request that the Council be presented with a plan and provide documentation/reports of how this is currently being handled and how the ordinance will be enforced in the future through our City Engineer/ Engineering & Building Department.

Respectfully,



Sheri M Sutherby-Fricke, Councilwoman, City of Wyandotte

4249 15<sup>th</sup>, Wyandotte, MI 48192 (734) 552-6077

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 27, 2015

AGENDA ITEM #

10

**ITEM:** Department of Engineering – File #4662 – VFW Dog Park Construction

**PRESENTER:** Mark A. Kowalewski, City Engineer *Mark Kowalewski, 4-23-15*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** On April 13, 2015, proposals were opened and read aloud in the Wyandotte City Hall for File #4662 – VFW Dog Park Construction. Attached is the Bid Opening Summary for the construction of Dog Park in the VFW Park at Cherry Street and 11<sup>th</sup> Street.

The undersigned recommends acceptance of the proposal from HGS Construction Group, LLC, Bloomfield Hills, Michigan, in the amount of \$64,796.10 as being the best bid received meeting specifications to construct the Dog Park.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents.

**ACTION REQUESTED:** Approve award of contract to HGS Construction Group, LLC.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The Dog Park costs will be paid from the TIFA Recreation Account #492-200-850.524.

**IMPLEMENTATION PLAN:** If approved by Council, authorize Mayor and Clerk to sign contract with HGS Construction Group, LLC.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shupdale*

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

**MAYOR'S RECOMMENDATION:**

*Joseph R. Peterson*

**LIST OF ATTACHMENTS:**

- Bid Summaries
- Dog Park Plan
- Proposed Resolution

*C*

**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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

**BID OPENING SUMMARY**

**FILE #4662 – VFW DOG PARK CONSTRUCTION**

<u>CONTRACTOR</u>	<u>AMOUNT BID</u>
HGS Construction Group, LLC Bloomfield Hills, MI	\$64,796.10
Nationwide Construction Group Chesterfield, MI	\$65,967.08
Pizzo Development Group, LLC Lincoln Park, MI	\$77,050.00
Warren Contractors and Development Shelby Twp, MI	\$78,500.00
Dave's Contracting, Inc. Dearborn, MI	\$84,010.00

Cherry St

# VFW DOG PARK PLAN

6 CHAIN LINK FENCE PER SPECIFICATIONS

1/2" WATER SUPPLY TO PET WASH STATION AND DRINKING FOUNTAIN

PARK BENCH W/6' X 10' X 4" CONCRETE SLAB, TYP 3 LOCATIONS

PET WASTE STATION

10' WIDE MAINTENANCE GATES

PARK BENCH TYP 3 LOCATIONS

PET WASH STATION AND DRINKING FOUNTAIN

1/2" X 1/2" ENTRY WAY WITH THREE 3' GATES, 4" CONCRETE SLAB

ADA PICNIC TABLE W/10' X 10' X 4" CONCRETE SLAB

5' WIDE X 4" CONCRETE SIDEWALK, TYP.

TRUNK FOR DATA AND ELECTRICAL CONDUIT

VFW PARK

60'

180'

115'

20'

RESOLUTION

Wyandotte, Michigan  
Date: April 27, 2015

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

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the City Engineer to accept the proposal from HGS Construction Group, LLC, Bloomfield Hills, Michigan, in the amount of \$64,796.10 as being the best bid received meeting specifications to perform work on File #4662 – VFW Dog Park Construction for the dog park to be located in the VFW Park at Cherry Street and 11<sup>th</sup> Street;

AND, the Dog Park construction costs shall be paid from the TIFA Recreation Account #492-200-850.524;

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents.

FURTHER RESOLVED that all bid bonds be returned to the unsuccessful bidders.

I move the adoption of the foregoing resolution.

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

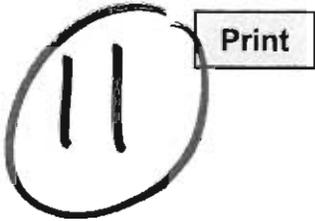
Supported by Councilperson \_\_\_\_\_

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

FEES

Preliminary PD Review \$400.00  
Final PD Review \$300.00

PD PLANNED DEVELOPMENT DISTRICT  
CITY OF WYANDOTTE  
APPLICATION FOR APPROVAL



NOTE TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Thursday before 12:00 p.m. to be placed on the Council Agenda the following Monday. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, proper site plan and required attachments are included.

The Honorable Mayor and City Council Members:

I (We), the undersigned, hereby petition the City Council to approve the Stage I Preliminary Site Plan or Final Site Plan as hereinafter required, and in support of this Application, the following facts are shown:

The property is located at 2927 4th Street between Oak St.  
(street address) (street)  
and Elm St. on the East side of the street, and is known as Lot (s) 1  
(street address) N-S-E-W  
of Wyandotte in Twp. of Ecorse, block 103 T35 R11E L1 P56 WCR, Subdivision,  
front footage of 66 feet and a depth of 50 feet.

The property is owned by: Thomas Roberts Street Address 458 Orange St.  
(Name)  
City Wyandotte State MI Zip 48192 Phone No. 734.250.4032 Fax No. \_\_\_\_\_

MASTER PLAN – ORIGINAL LAND USE:

Manufacturing of ice cream

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

Business (Architecture Office)

Attached hereto are three (3) prints of a site plan showing the lots or parcel under petition, and are drawn to scale

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

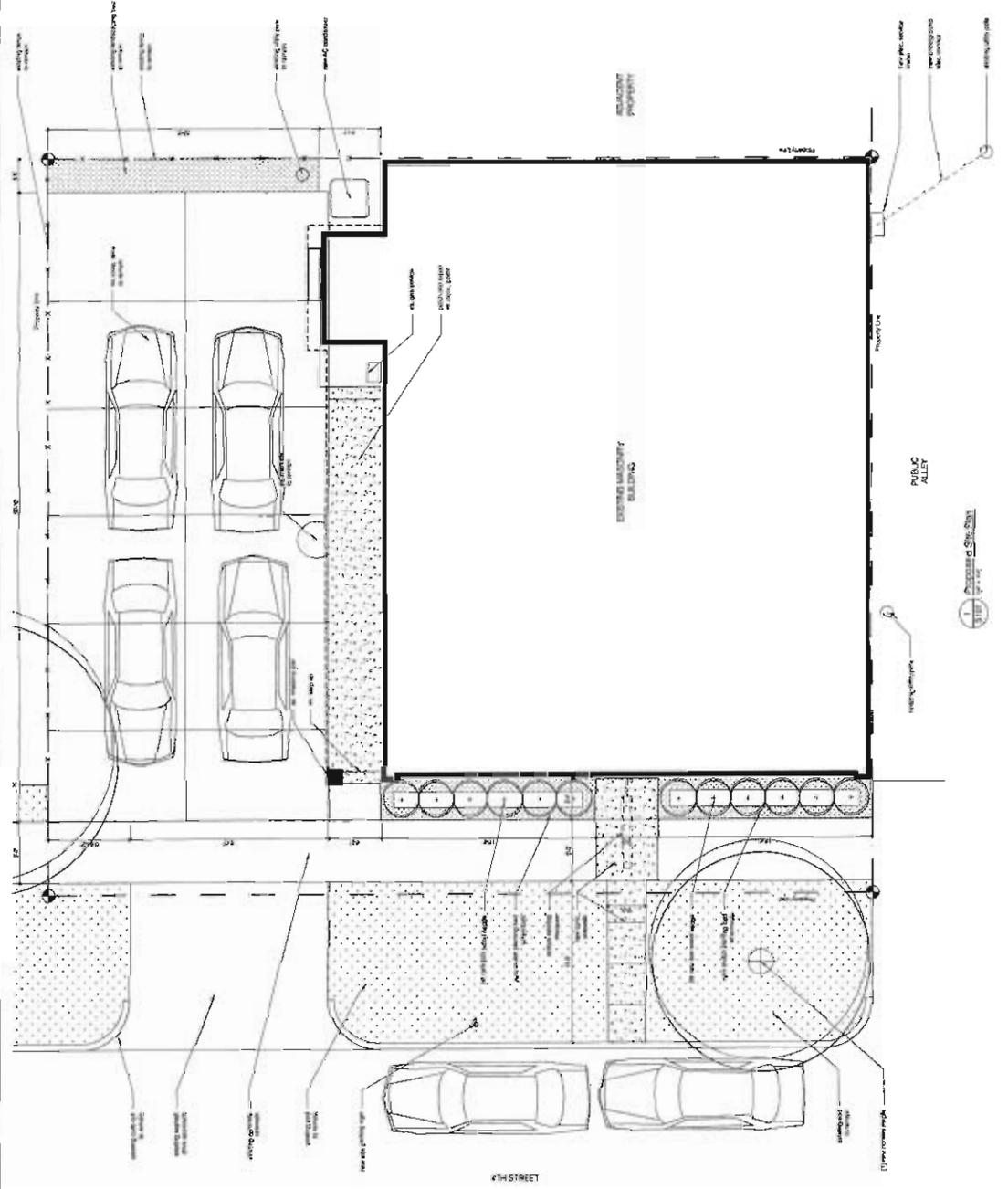
Signature of Applicant: [Signature] Print Name Thomas Roberts

Address: 458 Orange City: Wyandotte State MI Zip 48192 Phone No. 734.250.4032

\*\*\*\*\*  
Receipt No. 48730 Date Received: 4-23-15

Engineer's Signature: [Signature]  
H:PD APPLICATION  
12/28/05  
RTOP





**GENERAL SITE NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL UTILITIES ARE TO BE DEPTH TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL UTILITIES ARE TO BE DEPTH TO CENTERLINE UNLESS OTHERWISE NOTED.
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9. ALL UTILITIES ARE TO BE DEPTH TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL UTILITIES ARE TO BE DEPTH TO CENTERLINE UNLESS OTHERWISE NOTED.

**CONSTRUCTION NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
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10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).

**LEGEND:**

- EXISTING CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED LANDSCAPING
- PROPOSED LIGHT FIXTURES
- PROPOSED ASPHALT PAVING
- PROPOSED CONCRETE PAVING
- PROPOSED GRASS
- PROPOSED TREES
- PROPOSED SHRUBS
- PROPOSED FLOWERS
- PROPOSED MULCH
- PROPOSED SAND
- PROPOSED GRAVEL
- PROPOSED CURB
- PROPOSED WALKWAY
- PROPOSED DRIVEWAY
- PROPOSED DRIVE
- PROPOSED PARKING
- PROPOSED BIKEWAY
- PROPOSED BIKEWAY MARKING
- PROPOSED BIKEWAY SIGNAGE
- PROPOSED BIKEWAY LIGHTING
- PROPOSED BIKEWAY SAFETY
- PROPOSED BIKEWAY ACCESSIBILITY
- PROPOSED BIKEWAY CONNECTIVITY
- PROPOSED BIKEWAY NETWORK
- PROPOSED BIKEWAY PLANNING
- PROPOSED BIKEWAY DESIGN
- PROPOSED BIKEWAY CONSTRUCTION
- PROPOSED BIKEWAY MAINTENANCE
- PROPOSED BIKEWAY EVALUATION
- PROPOSED BIKEWAY IMPROVEMENT
- PROPOSED BIKEWAY PROMOTION
- PROPOSED BIKEWAY EDUCATION
- PROPOSED BIKEWAY RESEARCH
- PROPOSED BIKEWAY POLICY
- PROPOSED BIKEWAY LEGISLATION
- PROPOSED BIKEWAY STANDARDS
- PROPOSED BIKEWAY BEST PRACTICES
- PROPOSED BIKEWAY CASE STUDIES
- PROPOSED BIKEWAY RESEARCH REPORTS
- PROPOSED BIKEWAY POLICY STATEMENTS
- PROPOSED BIKEWAY LEGISLATION DRAFTS
- PROPOSED BIKEWAY STANDARDS MANUALS
- PROPOSED BIKEWAY BEST PRACTICES GUIDES
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TR 2015/07/20  
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 S101  
 PERMIT SET

Menhose Renovation  
 2027 4th Street  
 Wyandotte, Michigan 48192

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07/20/15
2	ISSUED FOR PERMIT	07/20/15
3	ISSUED FOR PERMIT	07/20/15
4	ISSUED FOR PERMIT	07/20/15
5	ISSUED FOR PERMIT	07/20/15
6	ISSUED FOR PERMIT	07/20/15
7	ISSUED FOR PERMIT	07/20/15
8	ISSUED FOR PERMIT	07/20/15
9	ISSUED FOR PERMIT	07/20/15
10	ISSUED FOR PERMIT	07/20/15

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