



AGENDA

REGULAR SESSION

MONDAY, JUNE 11, 2018 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE MEGAN MAIANI

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Peterson, Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz

PRESENTATIONS

- The Senior Alliance – Kelly Faber, Chief Community Care Officer

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

At this time, any persons having matters of immediate importance which they were unable to place in writing prior to the agenda deadline may approach the podium to address Mayor and Council.

CONSENT AGENDA

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council member so requests, in which event the items will be removed from the Consent Agenda and added to the regular agenda in New Business.

1. Approval of Council Meeting Minutes – June 4, 2018
2. Wyandotte Street Art Fair:
 - a. Guide Book Contract – Community Publishing
 - b. Entertainment Contract – Heroes of Charlotte
 - c. Riverfront Area Production Contract – GCS Audio, LLC.
3. Annual Permit Authorizations – County Right-of-Way
4. Rezoning Application – 1539 Ford Ave.
5. Planned Development District Application – 785 Forest

NEW BUSINESS

6. Emergency Repair – Millennium Clock Tower

BILLS & ACCOUNTS

REPORTS & MINUTES

Daily Cash Receipts

June 6, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

ADJOURNMENT

PRESENTATION

The Senior Alliance – Kelly Faber, Chief Community Care Officer

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the following items on the consent agenda be approved:

1. Approval of Council Meeting Minutes – June 4, 2018
2. Wyandotte Street Art Fair:
 - o Guide Book Contract – Community Publishing
 - o Entertainment Contract – Heroes of Charlotte
 - o Riverfront Area Production Contract – GCS Audio, LLC.
3. Annual Permit Authorizations – County Right-of-Way
4. Rezoning Application – 1539 Ford Ave.
5. Planned Development District Application – 785 Forest

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, June 4, 2018, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding. The meeting began with the Pledge of Allegiance, followed by roll call.

Present: Councilpersons Robert Alderman, Christopher Calvin, Robert DeSana, Leonard Sabuda, Donald Schultz, & Mayor Joseph R. Peterson

Absent: Councilperson Megan Maiani

Also Present: Todd Browning, City Treasurer; Theodore Galeski, City Assessor; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence S. Stec, City Clerk

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2018-247 CONSENT AGENDA APPROVALS

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED that the following items on the consent agenda be approved:

1. Approval of Council Meeting Minutes – May 21, 2018
2. American Legion Post 217 – Fencing/Landscaping Request
3. Rezoning Application – 2250 Oak St.

Motion unanimously carried.

2018-248 MINUTES

By Councilperson DeSana, supported by Councilperson Schultz

RESOLVED that the minutes of the meeting held under the date of June 4, 2018, be approved as recorded, without objection.

Motion unanimously carried.

2018-249 AMERICAN LEGION POST 217 – FENCING/LANDSCAPING REQUEST

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED that the communication from Mike Huber, Commander of the Edward C. Headman American Legion Post 217, regarding the Legion's request to fence the north and south sides of the parking lot at 2817 Van Alstyne is hereby received and referred to the City Engineer for coordination.

Motion unanimously carried.

2018-250 REZONING APPLICATION – 2250 OAK ST.

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED that the application for rezoning of the property at 2250 Oak Street is hereby referred to the Planning Commission for the required public hearing.

Motion unanimously carried.

NEW BUSINESS**2018-251 CITIZEN COMM. – RHS SOFTBALL FIELD LOCATION CHANGE**

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED that the communication from Tom Wilson, 4045 23rd St., regarding baseball/softball field improvements is hereby received and placed on file.

Motion unanimously carried.

2018-252 SALE OF FORMER 1809 5TH ST.

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the communication from the City Engineer regarding the sale of Former 1809 5th Street, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Jan and Maria Del Pilar Lempicki to acquire the Former 1809 5th Street in the amount of \$1,500.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said Documents.

Motion unanimously carried.

2018-253 RENEWAL OF LICENSE AGREEMENT – DIAMOND JACK’S RIVER TOURS

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED that the Council concurs with the recommendation of the City Engineer and Superintendent of Recreation, Leisure & Culture regarding the contract extension with Blue Water Explorations, Ltd., D.B.A. Diamond Jack’s River Tours; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Renewal of License Agreement for the period of May 21, 2018 through April 15, 2019.

Motion unanimously carried.

2018-254 TRANSIENT MARINA & BOATING INFRASTRUCTURE GRANT PROGRAM

By Councilperson DeSana, supported by Councilperson Schultz

BE IT RESOLVED by the Mayor and City Council that the communication from the City Engineer with information from the Marina Committee be received and placed on file.

BE IT FURTHER RESOLVED that the City Engineer’s recommendation at the January 22, 2018, Council meeting to withdraw the City of Wyandotte’s Grant Agreement with the U.S. Fish and Wild Life Service, Boating Infrastructure Grant Program (BIGP) in the amount of \$1,170,500 to construct the Bishop Park Transient Marina is hereby approved.

BE IT FURTHER RESOLVED the City Engineer shall monitor the progress of the EPA’S Great Lakes Legacy Dredging Program and report back to the City Council when an agreement has been signed with Industry Partners to fund the required 50% matching portion of dredging project. At the time of this notification, the City Council will reconsider the marina project and may reapply for grant funds.

Motion unanimously carried.

BILLS & ACCOUNTS**2018-255 BILLS & ACCOUNTS**

By Councilperson DeSana, supported by Councilperson Schultz

RESOLVED that the total bills and accounts of \$906,060.86 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Daily Cash Receipts

May 23, 2018

Fire Commission

April 10, 2018

Municipal Services Commission

May 30, 2018

Police Commission

April 10 & May 22, 2018

Recreation Commission

May 9, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

None

ADJOURNMENT**2017-256 ADJOURNMENT**

By Councilperson DeSana, supported by Councilperson Schultz

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:16 p.m.

Motion unanimously carried.

A handwritten signature in black ink, appearing to read "Lawrence S. Stec", is written over a horizontal line.

Lawrence S. Stec, City Clerk

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of June 4, 2018, be approved as recorded, without objection.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 11th 2018

AGENDA ITEM # **2a**

ITEM: Wyandotte Street Art Fair Guide Book Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The past artwork, including the guidebook for the fair, has been professional, inviting and creative. This is vital to attracting potential artists, sponsors as well as visitors to Wyandotte. We will be contracting with Community Publishing to print the guide for this year's Wyandotte Street Art Fair. The Special Events Office will be creating the majority of the pages and supplying the information. This guide will be the July issue of Wyandotte Today.

Community Publishing creates our Welcome to Wyandotte TODAY Magazine as well as our quarterly issues of Wyandotte Today. Because of this relationship and the quality of all city publications, we recommend working with them to produce our Wyandotte Street Art Fair Magazine. We feel this will be a wonderful partnership and are looking forward to working with them again!

Although the City's Procurement Policy would require three (3) written quotes for a purchase of \$5,000, we are requesting that the City Council waive this requirement due to the continuing relationship we have with Community Publishing as described above. In our opinion, this relationship represents a Sole Source procurement situation due to the fact that this Guide Book will be included with the normally scheduled Wyandotte Today issue delivered in July.

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

ACTION REQUESTED: We feel that Community Publishing will provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

\$5,000 – Wyandotte Street Art Fair Expense Account

IMPLEMENTATION PLAN: The resolutions and all necessary documents signed by Mayor Peterson and Lawrence Stec and will be forwarded to the Special Events Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

G. Rydval

LEGAL COUNSEL'S RECOMMENDATION: Approved.

MAYOR'S RECOMMENDATION:

J.P.

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 11th 2018

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2018 WSAF Guide Book to be inserted in their July publication.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

**Community Publishing & Marketing
2018 TODAY Magazine Sponsorship
Prepared for the City of Wyandotte**

Wyandotte TODAY Art Fair Magazine 2018 Sponsorship

Our TODAY Magazines run quarterly and work in collaboration with the Cities and their intra-departments, the DDA, the school districts, the chambers and the many businesses & residents to facilitate and deliver the Community's message for free to every residence and business within their respective area.

Strategy

This marketing plan is to produce (create, design, layout, print, bind and mail) a 48-64 page full size full color Magazine that showcases the Wyandotte Art Fair to its community residences and businesses as well as a few select surrounding places and areas. It is our mission and distinct honor to work hand and hand with the City of Wyandotte, its Department of Recreation Leisure & Culture, its DDA, etc. to collaborate and formulate a production and marketing strategy that facilitates the entire production process for the Wyandotte TODAY Art Fair 2018 Magazine. CPM will also provide the entire full scale advertising effort (with the assistance of the various City Departments' help and cooperation) in order to absorb a large portion of the project before us. The City of Wyandotte will also subsidize this project to ensure at least 24-32 pages are Wyandotte 2018 Art Fair specific with a \$5,000 contribution, as well as provide additional advertising leads of businesses that would like to be a direct advertising partner with CPM within the July publication.

Specs:

- 22,000 magazines (approximately 16,500 mailing and balance (approx. 5,500) delivered to 1 location at the City of Wyandotte's discretion)
- 48-64 page + 4 page cover (TBD depending on advertising and editorial)
- Text: 55# c2s gloss text
- Cover: 100# c2s gloss text
- 4 color process throughout
- 8.25 x 10.75 trim (8.5 x 11 including 1/8" bleed all 4 sides)
- Saddle stitch along the 10.75 dimension (vertical pub)
- CPM will print this project with a company of its choosing (parent company Printwell)
- Entire creation, design, layout will be a collaboration with City of Wyandotte and CPM
- CPM will solicit and retain all advertising for the Wyandotte TODAY Art Fair 2018 Magazine
- CPM will be a partner/sponsor of many 2018 City of Wyandotte Special Events
- CPM will utilize the photo provided by the City as the cover of the magazine.
- CPM will produce a Digital Version of the magazine that will be accessible for both Android and Apple devices as well as on the City's and CPM's website.
- The City of Wyandotte will own all supplied information and graphics within the Wyandotte TODAY Art Fair 2018 Magazine (this is a collaborative effort with the City of Wyandotte and other than business profiles and the ads within the publication, the other material/graphics/information/text/etc. are city property).

Total amount due for project: \$5,000

50% to be paid 15 days after the Wyandotte TODAY Art Fair Magazine is distributed to the Wyandotte and Riverview households/businesses and the 5,500 additional copies delivered to a city department of choice, and the balance 50% due by August 10th.

Signature:

_____	_____
Mayor, Joseph R. Peterson	Date

_____	_____
City Clerk, Larry Stec	Date

_____	_____
Director of Publishing Mark A. Fisher, Community Publishing & Marketing	Date

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2018 WSAF Guide Book to be inserted in their July publication.

BE IT FURTHER RESOLVED that Mayor and City Clerk are authorized to execute said contract on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 11th 2018

AGENDA ITEM # **2b**

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 2018 Wyandotte Street Art Fair. This agreement states that full payment will be required even if the band does not perform due to bad weather. This is typical for entertainers and I fully recommend this agreement for this year's fair.

Trevino Entertainment/Heroes of Charlotte: \$300

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Lawrence Stec, City Clerk to sign the attached contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$300

IMPLEMENTATION PLAN: Contract to be signed by Mayor Joseph R. Peterson and Lawrence Stec, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Rysdale

LEGAL COUNSEL'S RECOMMENDATION: Approved.

MAYOR'S RECOMMENDATION:

J.R.P.

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 11th 2018

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 2018 Wyandotte Street Art Fair as outlined in the provided communication dated June 11th 2018, 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 contracts on behalf of the City of Wyandotte.

Trevino Entertainment/Heroes of Charlotte- \$300.00

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 22 day of May, 2018 between the City of

Wyandotte and Trevino Entertainment

Name of Musical Group: Heroes of Charlotte

Name of Contact Person: Monica Trevino or Pedro Trevino

Contact Address: 38 E. Charlotte Ecorse MI 48229

Phone Number: 313.282.3517

Business ID Number: n/a (sole proprietor)

List type of entity (LLC, Corporation, ☒ DBA, Partnership, etc.) and provide documentation creating entity: _____

Music Style: Rock

Number of Entertainers: 3

It is mutually agreed between the parties that Pedro Trevino Jr. (name of contact on the w-9 receiving the check) will furnish _____ entertainment _____ for the Wyandotte Street Art Fair on: Thursday, July 12th from 4-5:30 pm and Friday, July 13th from 6:30 to 8 pm

The price for this engagement is \$300

Deposit: City agrees to reserve date with a _____.

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for Heroes of Charlotte and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Monica Trevino
Signature of Entertainment Representative
Date: 5/22/18

Signature of City Representative

Signature of City Representative

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreement for Trevino Entertainment/Heroes of Charlotte to provide 3 hours of entertainment on Thursday, July 12 (4-5:30pm) and Friday, July 13 (6:30-8pm) during the 2018 Wyandotte Street Art Fair, in the amount of \$300 to be paid from account #285-225-925-730-860.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute the Wyandotte Street Art Fair Entertainment Agreement on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 11th 2018

AGENDA ITEM # **2c**

ITEM: Special Event Application - WSAF Stage, Light and Sound Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The 57th Annual Wyandotte Street Art Fair will take place July 11th through the 14th 2018. Being the second largest outdoor festival in Michigan and the largest event in the Downriver area quality is key to its success. We have contracted with a sound/stage and light company for the rental of a professional stage, sound and lighting for the Riverfront Entertainment Arena the past few years. This year, we would like to explore companies that's main focus is sound and making sure the bands and performers sound the very best they can at the event. Please see the below quotes that I have data-mined for the 2018 fair. As I am sure you are aware, this type of service is rare and so we connected with those companies who we have worked with in the years past to submit proposals. We wish to work with GCS Audio once again this year.

QUOTES

GCS Audio LLC:

- House Console

House Sound and Stage Monitor Systems

Yamaha PM5D

Main Snake w/ Drive Lines Mains

JBL 4889 Vertec Line Array Speaker Enclosures

JBL 2240 2-18" Subs

Main Amp Racks Crown XTI 6002

Sub Amp Racks Crown XTI 6002

DBX 4800 Processor

AC Distro

JBL PA Fly Bars

One Ton Chain Motors

All necessary cables to maintain a fully functional system

Monitor Console

Yamaha PM5D

Monitor System

JBL 2-12" x 2" Stage Wedges

Clair Brother's R4-III 3 way Full Range Side Fills

JBL 2240 2-18" Side Fill Subs

JBL VRX 918 powered 18" Drum Sub

Crown Monitor Amp Racks

Full Microphone Package and Mic Stand kit

Sub Snakes w/ Break Offs

All necessary microphone cables
Stage and Roof
32' x 32' Stage
16' x 16' Monitor World Wing
8' x 12' FOH Riser
8' x 8' Drum Riser
36' x 34' Roof w/ Speaker Wings to Fly Audio
Lights
RGBW LED Pars
Lighting Board
Techs to Operate System Throughout the Day
Trucking

Total \$12,000

THS Audio:

PA System:

- (1) 48 ch Midas Pro1 digital mixing console (FOH position)
- (1) 48 ch Allen & Heath GL3800 mixing Console (monitor position)
- 12) L' Acoustics Kudo line array speakers w/amps and processing
- (6) L' Acoustics SB218 sub speakers w/amps and processing
- (1) 48ch 2 way audio split
- (8) EV fm1202er monitor speakers w/amps and processing
- (1) 3 way drumfill w/sub w/amps and processing
- (1) 100amp power distro w/feeder cable
- (1) microphone and stand package
- (1) cables for all interconnections
- (2) sound technicians

Lighting System:

- (16) Blizzard lighting LED tough par V12 fixtures (RGBAW)
- (1) elation lighting console
- (1) DMX splitter
- (1) cables for all interconnections

Staging:

- (1) Stage Mobile XL hydraulic truck stage (26'w, 20'd, 4'h)
- (1) Delivery on 7/10/18, Pick up on 7/15/18

PA System 4 days: \$6,000

Lighting System 4 days: \$1,000

Staging 4 days: \$6,000

Total: \$13,000

Terms: 30% deposit with signed contract

Power Requirements: 100 amp single phase 208volts

I recommend working with GCS Audio, I believe they are the right choice for our event.

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Lawrence Stec, City Clerk to sign the attached contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$12,000

IMPLEMENTATION PLAN: Contract to be signed by Mayor Joseph R. Peterson and Lawrence Stec, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Dunsdale

LEGAL COUNSEL'S RECOMMENDATION: Approved.

MAYOR'S RECOMMENDATION:

JRP

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 11 2018

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 contract for GCS Audio LLC for the 2018 Wyandotte Street Art Fair as outlined in the provided communication dated June 11th 2018, 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 contracts on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

GCS audio LLC

13801 E 10 Mile Rd.
Warren, MI 48089

Wyandotte Street Art Fair

July 2018
QUOTE #18049

EQUIPMENT DESCRIPTION		Date Quote Made: 4/8/18
QTY	Description	Amount
	<u>House Sound and Stage Monitor Systems</u>	
	• House Console	
1	Yamaha PM5D	
1	Main Snake w/ Drive Lines	
	• <u>Mains</u>	
12	JBL 4889 Vertec Line Array Speaker Enclosures	
12	JBL 2240 2-18" Subs	
4	Main Amp Racks Crown XTI 6002	
2	Sub Amp Racks Crown XTI 6002	
1	DBX 4800 Processor	
1	AC Distro	
2	JBL PA Fly Bars	
2	One Ton Chain Motors	
	All necessary cables to maintain a fully functional system	
	• <u>Monitor Console</u>	
1	Yamaha PM5D	
	• <u>Monitor System</u>	
8	JBL 2-12" x 2" Stage Wedges	
2	Clair Brother's R4-III 3 way Full Range Side Fills	
2	JBL 2240 2-18" Side Fill Subs	
1	JBL VRX 918 powered 18" Drum Sub	
2	Crown Monitor Amp Racks	
1	Full Microphone Package and Mic Stand kit	
3	Sub Snakes w/ Break Offs	
	All necessary microphone cables	
	<u>Stage and Roof</u>	
1	32' x 32' Stage	
1	16' x 16' Monitor World Wing	
1	8' x 12' FOH Riser	
1	8' x 8' Drum Riser	
1	36' x 34' Roof w/ Speaker Wings to Fly Audio	
	<u>Lights</u>	
16	RGBW LED Pars	
1	Lighting Board	
3	<u>Techs to Operate System Throughout the Day</u>	
	<u>Trucking</u>	
	TOTAL	\$12,000.00

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the contract for services with GCS Audio LLC of Warren, Michigan, to provide the sound, lights, and stage for concerts at the Wyandotte Street Art Fair Riverfront Entertainment Area from set up on July 10th until July 14th, 2018 with funds in the amount of \$12,000 to be paid from account #285.225.925.730.860; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE:

AGENDA ITEM # 3

ITEM: Annual Permits for Maintenance, Pavement Restoration and Special Events performed in the Wayne County Right of Way

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City is required to apply annually for permits from Wayne County for the following activities in the County Right-of-Way:

1. Sanitary sewer inspection, repair, and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections.
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.
5. Perform street sweeping operations during daylight hours only.
6. Replace and repair pavement cuts due to utility repairs.
7. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity
8. Use a county road as a detour of traffic around such activity taking place on a non-county road
9. Place a temporary banner with in the county right-of-way

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan.

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer as the position authorized to apply.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward adopted Resolution to Wayne County

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved as to form. W. Look

MAYOR'S RECOMMENDATION: 

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-18075

ISSUE DATE

1/1/2018

EXPIRES

12/31/2018

REVIEW No.

WORK ORDER

79657

PROJECT NAME
WYANDOTTE - MAINTENANCE

LOCATION
VARIOUS ROADS ()

CITY/TWP
WYANDOTTE

PERMIT HOLDER
CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MI 48192-5915

CONTRACTOR

CONTACT
MARK KOWALEWSKI (734) 324-4551

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE.....	\$0.00		DATE PLANS APPROVED
PARK FEE.....	\$0.00		1/1/2018
OTHER FEE.....	\$0.00		
BOND.....	\$0.00		
INSPECTION DEPOSIT.....	\$0.00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS
OTHER BOND	\$0.00		GENERAL CONDITIONS
TOTAL COSTS	\$0.00		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
TOTAL CHECK AMOUNT			INDEMNITY AND INSURANCE ATTACHMENT
			SAMPLE COMMUNITY RESOLUTION
			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
			www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER	DATE		
	1/1/2018		

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Janice Clarke

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

authorized by the City which is

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the Wyandotte City Council (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the Wyandotte City Council (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
<u>Mark A. Kowalewski</u>	<u>City Engineer</u>
<u>Brian Zalewski</u>	<u>Police Chief</u>

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the City Council
(name of Community), County of Wayne, Michigan, on _____.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-18130	
ISSUE DATE 1/1/2018	EXPIRES 12/31/2018
REVIEW No.	WORK ORDER 79370

PROJECT NAME
WYANDOTTE - PAVEMENT RESTORATION

LOCATION VARIOUS	CITY/TWP WYANDOTTE
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PERMIT HOLDER CITY OF WYANDOTTE 3200 BIDDLE AVENUE WYANDOTTE, MI 48192-5915	CONTRACTOR CONTACT <BLANK>
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DESCRIPTION OF PERMITTED ACTIVIT (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND..... \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00 CASHIER _____ DATE 1/1/2018	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY PLANS APPROVED BY _____ DATE PLANS APPROVED 1/1/2018 REQUIRED ATTACHMENTS GENERAL CONDITIONS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm (PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)
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In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI PERMIT HOLDER / AUTHORIZED AGENT	DATE _____	PREPARED BY _____
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE _____	VALIDATED BY Ms. Janice Clarke DATE _____



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

authorized by the City which is

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-18160	
ISSUE DATE 1/1/2018	EXPIRES 12/31/2018
REVIEW No.	WORK ORDER

PROJECT NAME
 WYANDOTTE - SPECIAL EVENTS

LOCATION VARIOUS	CITY/TWP WYANDOTTE
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PERMIT HOLDER CITY OF WYANDOTTE 3200 BIDDLE AVENUE WYANDOTTE, MI 48192-5915	CONTRACTOR
--	------------

CONTACT MARK KOWALEWSKI (734) 324-4551	CONTACT <BLANK>
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DESCRIPTION OF PERMITTED ACTIVIT (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.

PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2018	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY PLANS APPROVED BY DATE PLANS APPROVED 1/1/2018 REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
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(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Ms. Janice Clarke DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Engineer, Police Chief, and Municipal Service General Manager are hereby designated as the representatives for the City of Wyandotte and authorized to sign permit applications which allow the City of Wyandotte to perform operations on the portion of County right-of-way in the City of Wyandotte during the 2018 calendar year.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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

CITY OF WYANDOTTE
3131 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551

APPLICATION FOR REZONING

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

The Honorable Mayor and City Council:

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

The property sought to be rezoned is located at 1539 Ford, Wyandotte, MI. between 15th. Street
STREET ADDRESS STREET
and 16th. Street on the South side of the street, and is known as lot(s) number
STREET N-S-E-W
1-4 of Mizner's Subdivision,
Lot Size 135x120

The property is owned by:

Name Ziad Nakad Street Address 24330 Ann Arbor Trail
City Dearborn Heights State MI Zip 48127
Phone # 313-670-0104

PRESENT ZONING: OS REQUESTED ZONING: B-2

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

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

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

****OPTIONAL****

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

Signature of Applicant: Nicole Ledbetter 05/31/2018 Address: 2659 21st. Street

5/31/2018 12:43:10 AM EDT

Wyandotte, MI. 48192

OFFICE USE ONLY

Receipt #

49596

Date:

5-31-18

Engineer's Signature

Mart Kowalski

**DEPARTMENT OF ENGINEERING AND BUILDING
CITY OF WYANDOTTE, MICHIGAN**

NOTIFICATION

Nonconformance of Proposed Building or Occupancy

Date: May 14, 2018

Appellant:

Nicole Ledbetter
2659 – 21st Street
Wyandotte, MI 48192

Owner:

N & E Management LLC
24330 Ann Arbor Trail
Dearborn Heights, MI 48127

RE: 1539 Ford

In accordance with Section 2600 of the Zoning Ordinance, you are hereby notified that your application, dated April 25, 2018, for a Certificate of Occupancy for massage therapy on LOTS 1 TO 4 INCL MIZNER'S SUB in an O-S zoning district does not comply with Section 1100 of the Zoning Ordinance, which requires:

SECTION 1100:

Not permitted as a principal use in an O-S Zoning District. The proposed massage therapy business does not conform to the permitted uses.



Mark A. Kowalewski
City Engineer

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the application for rezoning of the property at 1539 Ford Avenue is hereby referred to the Planning Commission for the required public hearing.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

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

PD PLANNED DEVELOPMENT DISTRICT
CITY OF WYANDOTTE
APPLICATION FOR APPROVAL

5

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 785 Forest between 7th
(street address) (street)
and 8th on the S side of the street, and is known as Lot (s) _____
(street address) N-S-E-W
_____ of _____, Subdivision,
front footage of _____ feet and a depth of _____ feet.

The property is owned by: Jesus Moreno Street Address 1742 St. Anne
(Name)
City Detroit State MI Zip 48216 Phone No. 313 319 7152 Fax No. _____

MASTER PLAN - ORIGINAL LAND USE: Elementary school/Church

It is proposed that the property will be put to the following use: Phase 2 of drawings to
move forward with 7 residential units with parking and private yard

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: Jesus Moreno Jr Print Name Jesus Moreno Jr
Address: 1742 St. Anne City: Detroit State MI Zip 48216 Phone No. 313 319-7152

Receipt No. 49579 Date Received: 5-2-18

Engineer's Signature: Muel Kromhout

St Helena Church Adaptive Reuse

Multi Family Residential



owner
JESUS MORENO
755 Forest Street
Wyandotte, Michigan 48192

architect
THOMAS ROBERTS ARCHITECT, LLC
2927 4th Street
Wyandotte, Michigan 48192
734.250.4032 (f)

Drawing Index

A001	Cover Sheet
A002	Photo Board
A003	Existing Site Plan
X101	Proposed Site Plan
X101	Existing First Floor Plan
X102	Existing Second Floor Plan
X103	Existing Roof Plan
X300	Existing Elevations
A101	Proposed First Floor Plan
A102	Proposed Second Floor Plan
A300	Proposed Elevations
A700	Site Features - Inspirational Images

Forest Street Wyandotte MI 48192



Map 1 of 1



1



Planning Commission Final Site Plan Approval



West Elevation Looking East

1 Existing Site Photo
A001



West Elevation Looking Northeast

2 Existing Site Photo
A001



Parking Area Along Eighth Street Looking North

3 Existing Site Photo
A001



South Elevation Looking North

4 Existing Site Photo
A001



South Elevation Looking Northwest

5 Existing Site Photo
A001



East Elevation Looking Northwest

6 Existing Site Photo
A001



Northeast Corner Looking West

7 Existing Site Photo
A001



North Elevation Looking Southeast

8 Existing Site Photo
A001

THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250-4032

02-17-18	Planning Commission / Site		
05-01-18	Final Site Plan Approval		

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

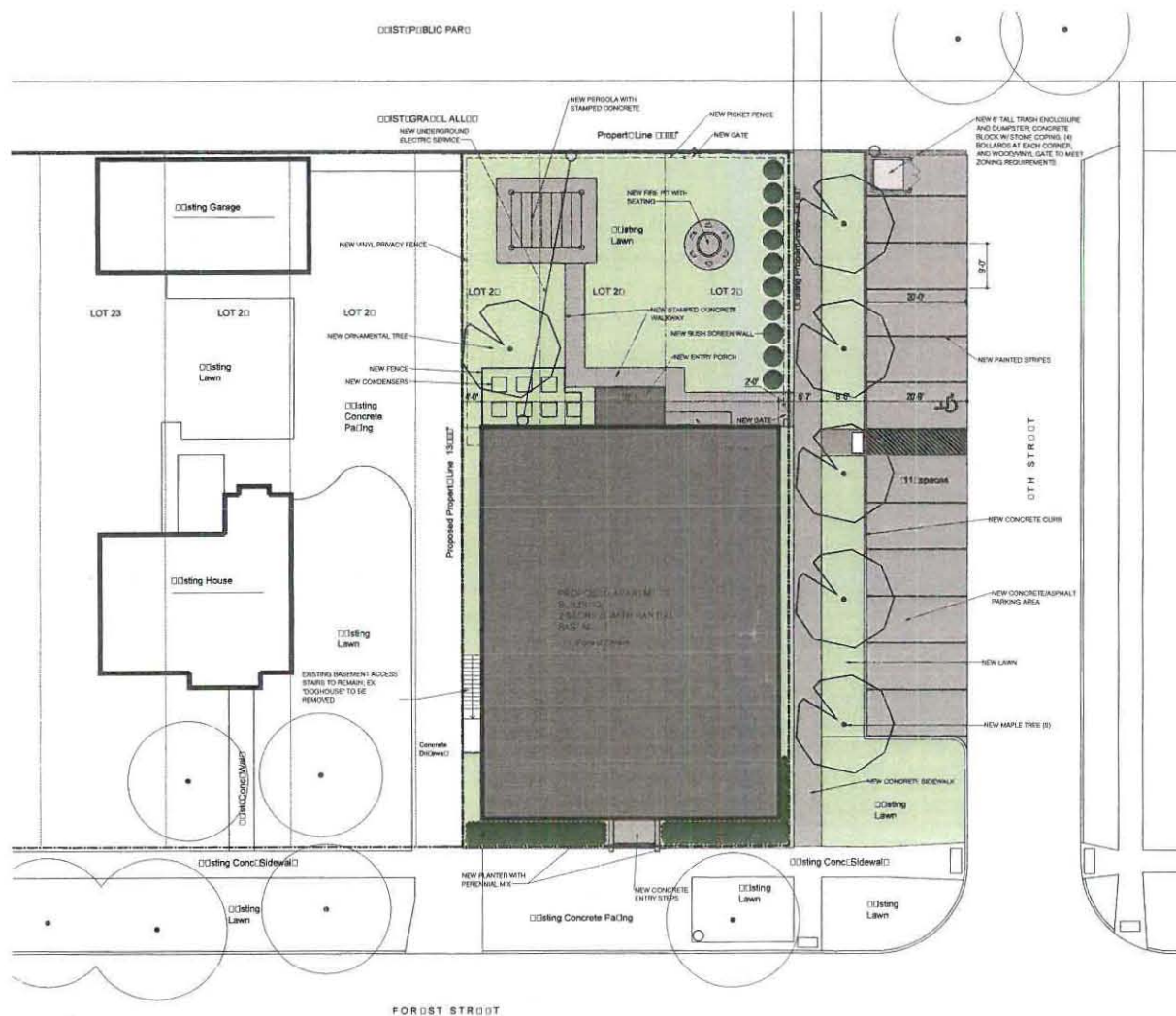
print date: 05.01.2018

TR
principal in charge
WD
project manager
WD
project architect
RP
intern

02/17/18
date
17046
job number

A001

sheet number



FOREST STREET

Proposed Site Plan
A003

N

THOMAS
ROBERTS
ARCHITECT, LLC
2327 4th Street
Wyandotte, MI 48192
(734) 250-4032

02-17-18
05-01-18

Planning Commission / Site
First Site Plan Approval

St. Helena Church
785 Forest Street
Wyandotte, Michigan

TR
principal in charge
WD
project manager
WD
project architect
RP
(drawn)

05/01/18

17045

A003

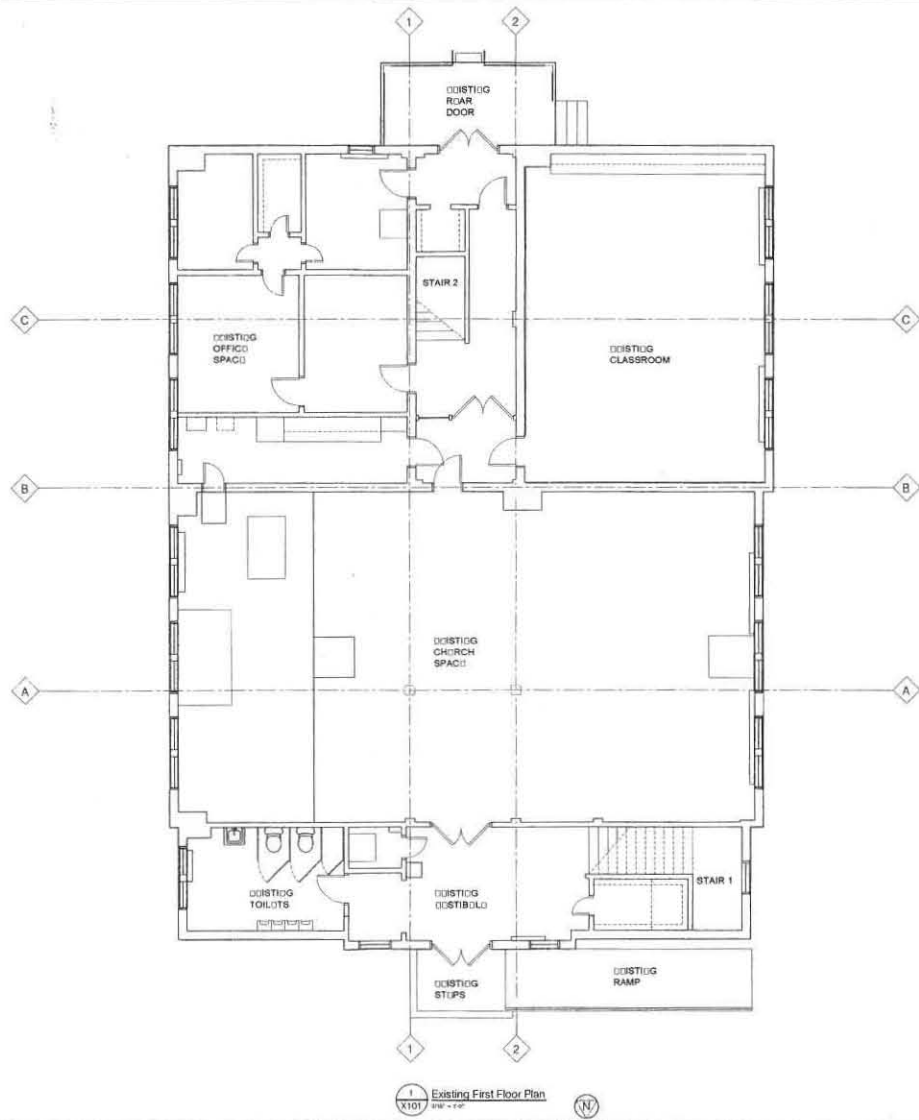
sheet number

ISSUANCES

REVISIONS

Seal

print date: 05.01.2018



THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250-4032

02-17-18	Planning Commission / Site
05-01-18	Final Site Plan Approval

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

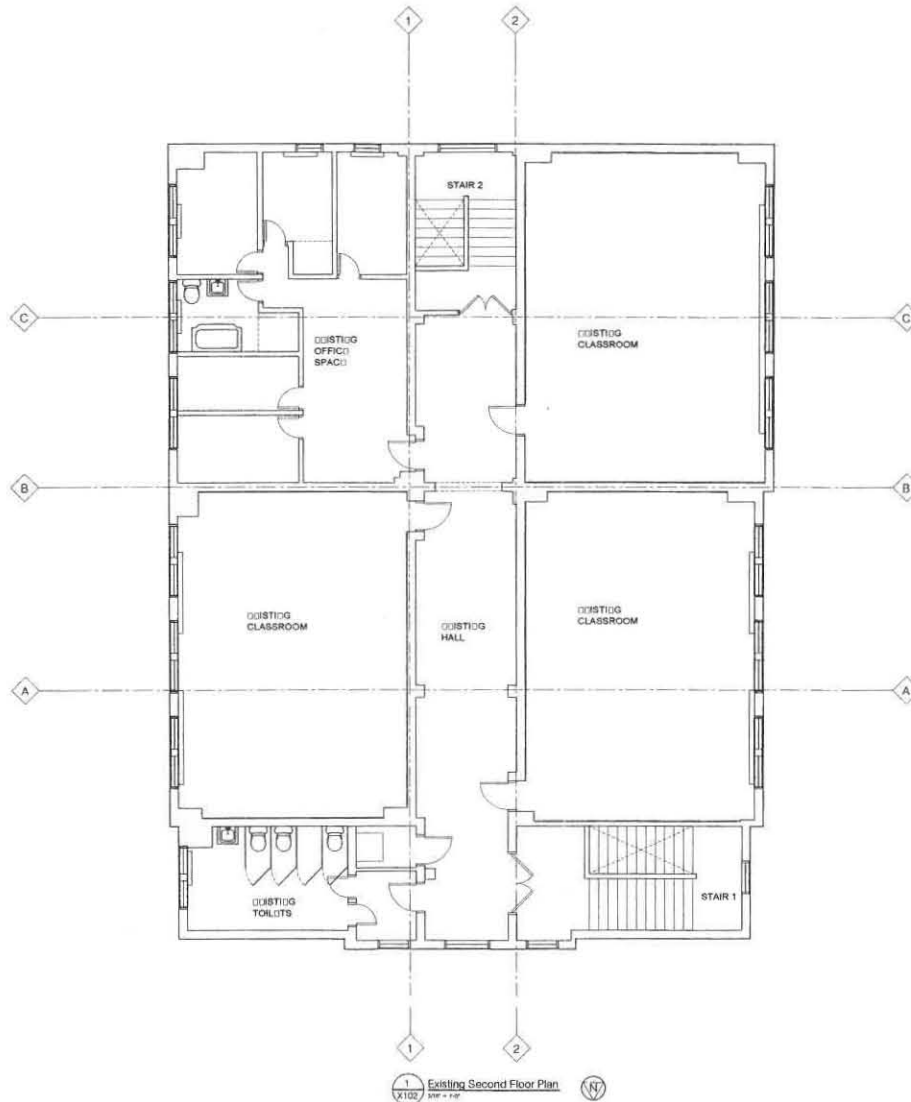
print date: 05.01.2018

TR
principal in charge
WD
product manager
WD
project architect
RP
drawn

05/01/18
date
17046
job number

X101

sheet number



1 Existing Second Floor Plan
1/8" = 1'-0"

THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250-4032

02-17-18	Planning Commission / Site
05-01-18	Final Site Plan Approval

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

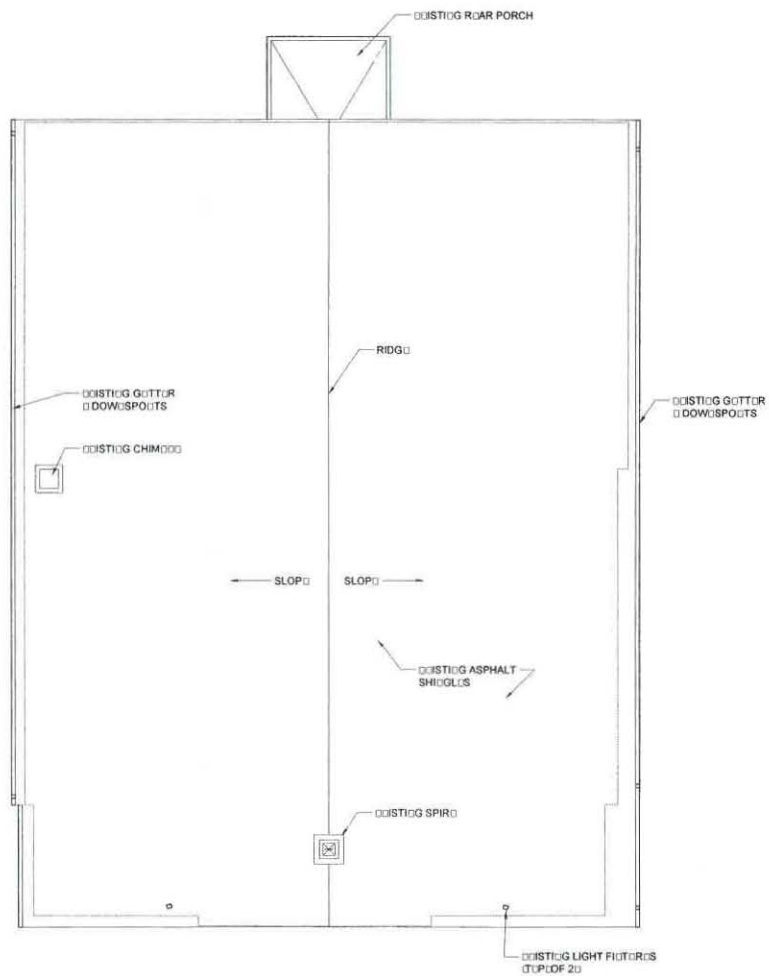
print date: 05.01.2018

TR
principal in charge
WD
project manager
WD
project architect
RP
intern

05/01/18
date
17046
job number

X102

sheet number



1 Existing Roof Plan
X103



THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250-4032

02-17-18	Planning Commission / Site		
05-01-18	Final Site Plan Approval		

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

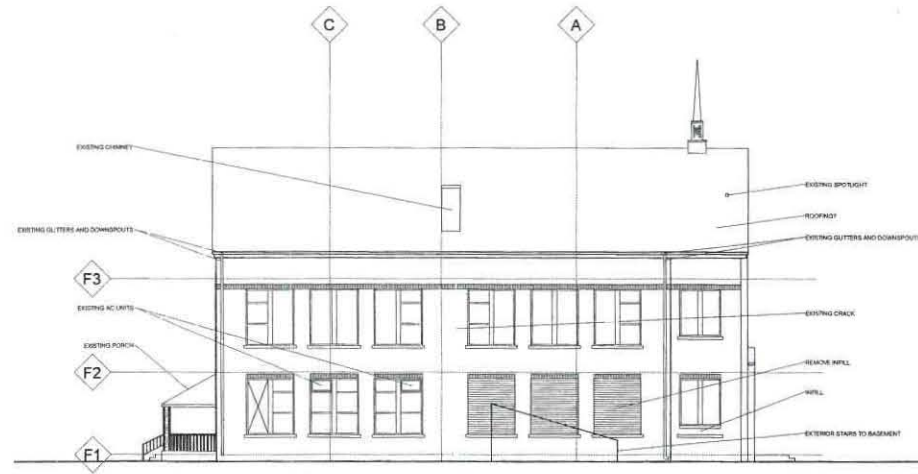
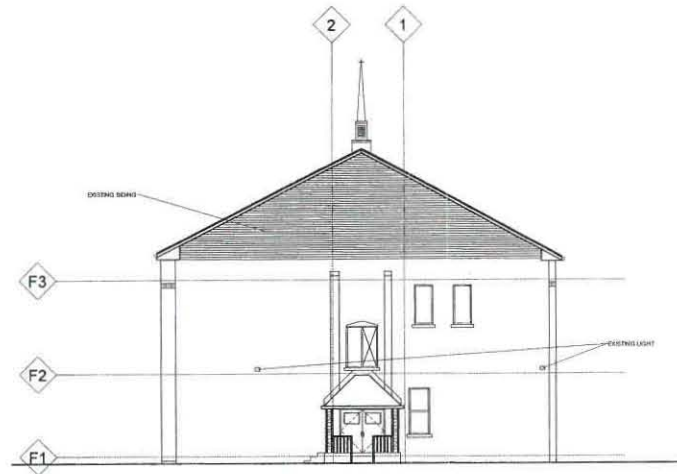
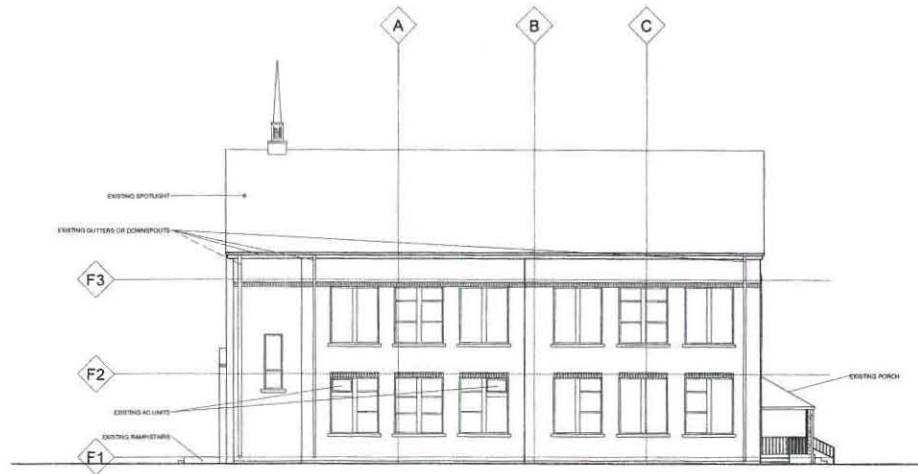
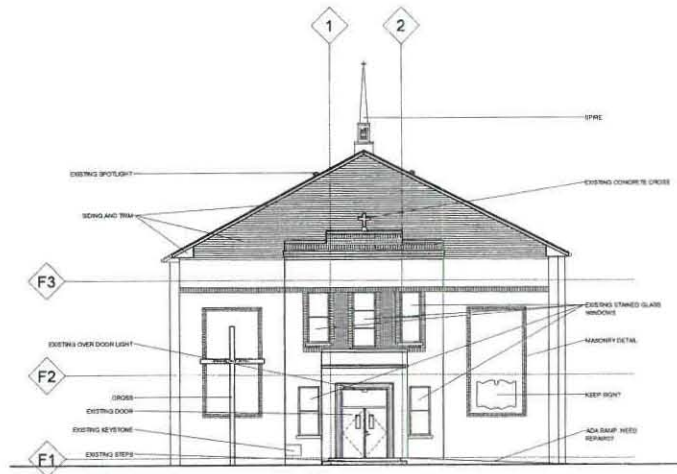
print date: 05.01.2018

TR
principal in charge
WD
project manager
WD
project architect
RP
draftsman

05/01/18
date
17046
job number

X103

sheet number



THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250-4032

02-17-18	Planning Commission / Site		
05-01-18	Final Site Plan Approval		

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

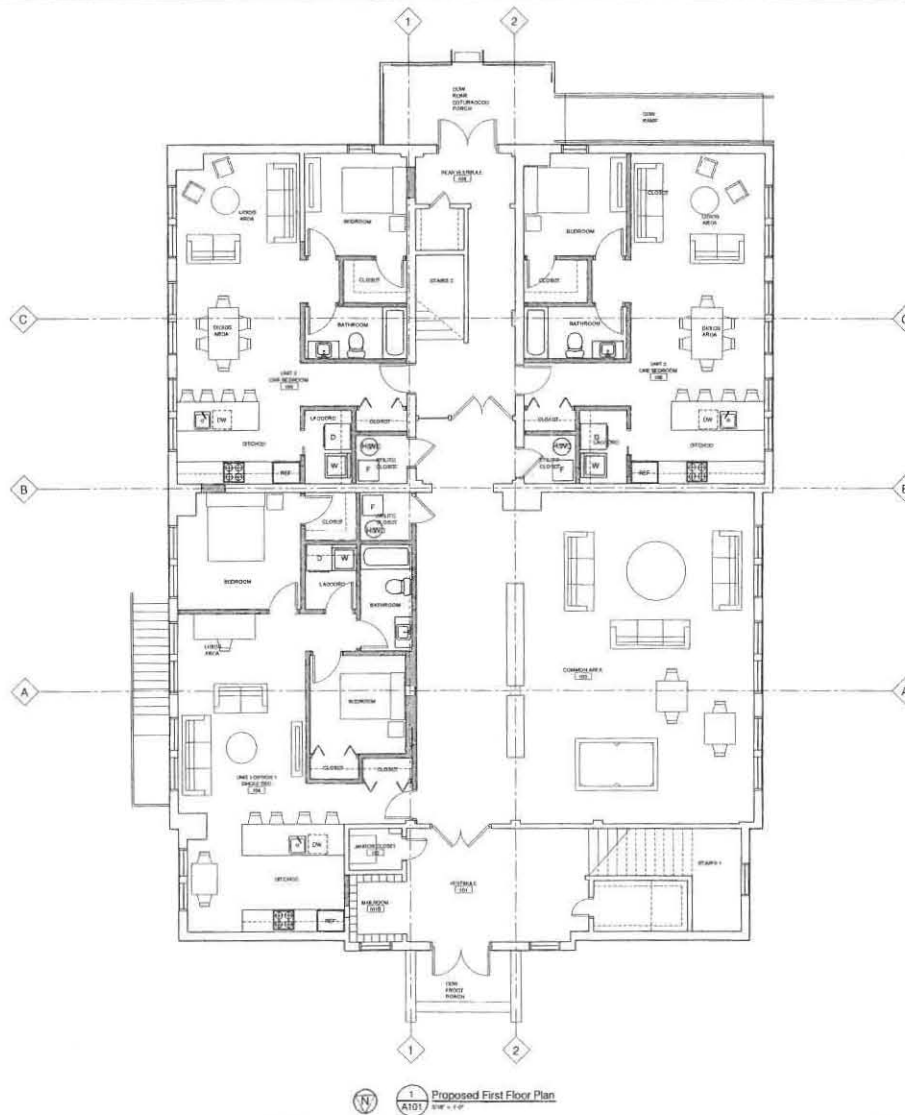
print date: 05.01.2018

TR
principal in charge
WD
project manager
WD
project architect
RP
draftsman

05/01/18
site
17046
job number

X300

sheet number



THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250 4032

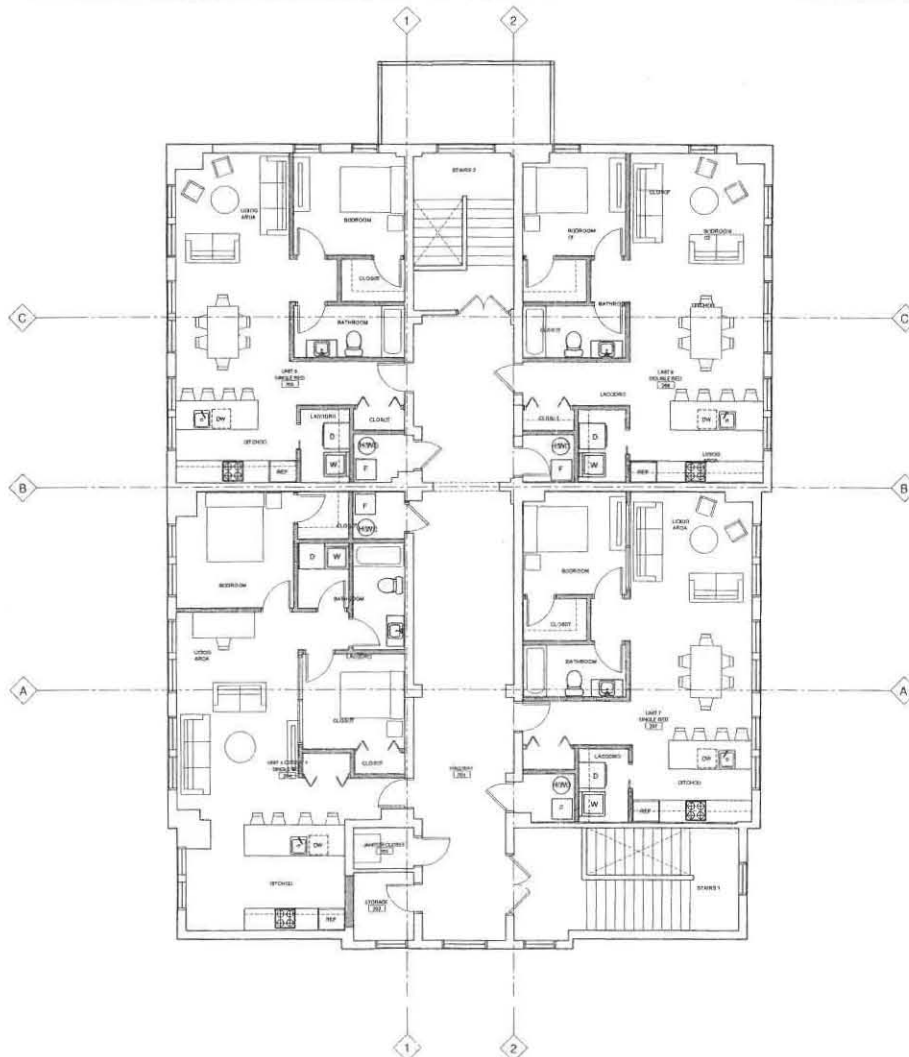
ISSUANCES	REVISIONS	Seal
02-17-18 05-01-18	Planning Commission / Site Final Site Plan Approval	

St. Helena Church
785 Forest Street
Wyandotte, Michigan

TR
principal in charge
WD
project manager
WD
project architect
RP
drafter

05/01/18
Date
17046
Job Number
A101
Sheet Number

print date: 05.01.2018



1
A102 Proposed Second Floor Plan
1/8" = 1'-0"

THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(734) 250-4032

ISSUANCES	REVISIONS	Seal
02-17-18 05-01-18	Planning Commission / Site Final Site Plan Approval	

St. Helena Church
785 Forest Street
Wyandotte, Michigan

TR
prepared in charge
WD
project manager
WD
project architect
RP
drafter

05/01/18
17046
job number

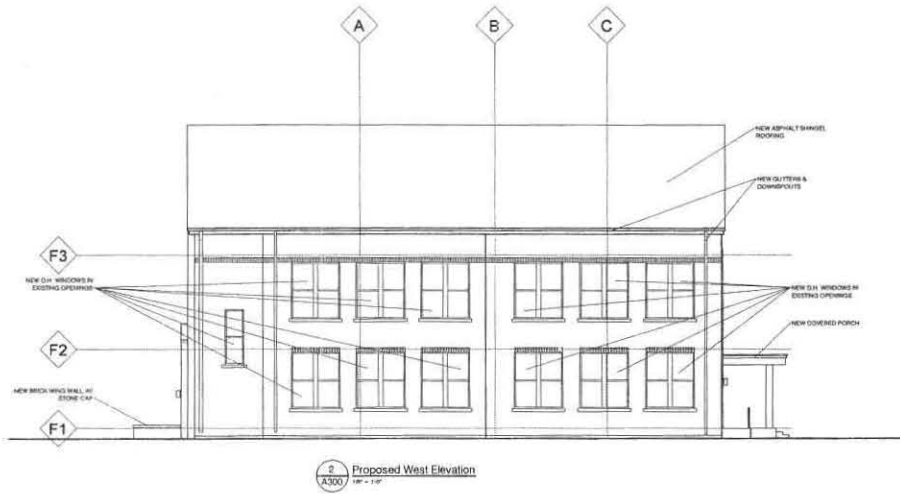
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sheet number

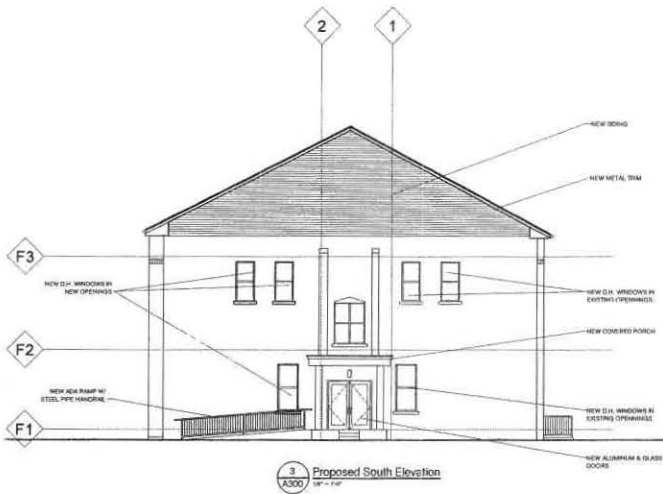
print date: 05.01.2018



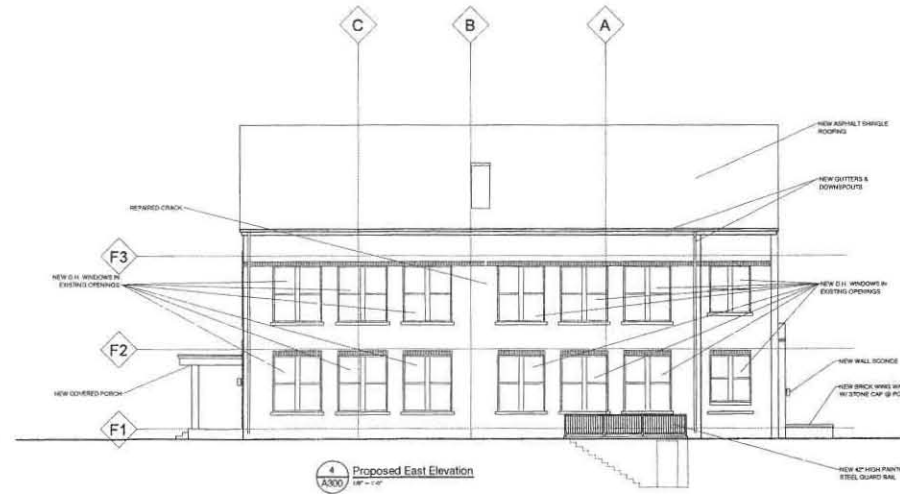
1 Proposed North Elevation
1/8\"/>



2 Proposed West Elevation
1/8\"/>



3 Proposed South Elevation
1/8\"/>



4 Proposed East Elevation
1/8\"/>

THOMAS
ROBERTS
ARCHITECT, LLC
2927 4th Street
Wyandotte, MI 48192
(313) 253-4032

02-17-18	Planning Commission / Site		
05-01-18	Final Site Plan Approval		

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

print date: 05.01.2018

TR
prepared in charge
WD
project manager
WD
project architect
RP
owner

05/01/18
date
17046
job number
A300
sheet number



OUTDOOR PERGOLA



STAMPED CONCRETE



DOUBLE HUNG WINDOWS



ALUMINUM PATIO DOORS



ALUMINUM FENCE



OUTDOOR BENCH



OUTDOOR PATIO ADD FIREPIT



PRIVACY FENCE

SITE FEATURES & INSPIRATIONAL IMAGES

THOMAS
ROBERTS
ARCHITECT, LLC
2527 4th Street
Wyandotte, MI 48192
(313) 250-4032

02-17-18	Planning Commission / Site		
03-01-18	Final Site Plan Approval		

ISSUANCES

REVISIONS

Seal

St. Helena Church
785 Forest Street
Wyandotte, Michigan

print date: 05.01.2018

TR
principal in charge
WD
project manager
WD
project architect
RP
designer

05/01/18
date

17046
job number

A700

sheet number

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Planned Development District Application submitted by Jesus Moreno for 785 Forest is hereby referred to the Planning Commission for review and recommendations.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 11, 2018

AGENDA ITEM # 6

ITEM: Emergency Repair – Millennium Clock Tower

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Millennium Clock Tower located in the Central Business District is currently not operational. Temporary fixes have been implemented over the past few years which did not provide a lasting solution to the mechanical problems. Moreover, the control component, which is currently located in the Old City Hall Building, needs to be relocated in anticipation of future development of 3200 Biddle. The clock tower was installed in 2000 in celebration of the turn of the century and thus is almost twenty (20) years old.

Attached for your consideration is a 2018 Combination Order Form from The Verdin Company to update the clock components, update the lighting to LED, and provide wireless remote control for the cost of \$32,202.00. This price also includes an extended ten (10) year warranty and a three (3) year maintenance agreement which includes an annual preventative maintenance visit. Verdin was the original manufacturer of the components within the clock tower and thus allows for an efficient process to update the clock tower. The City Council can waive the requirements of competitive bidding when a material feature or characteristic of the item being purchased is unique in nature. Thus, the competitive bidding requirement is being requested to be waived due to the aforementioned facts.

This project will be funded by the DDA and the DDA has approved the purchase at their meeting held on June 4, 2018.

STRATEGIC PLAN/GOALS: To establish a unique, historic, cultural and visual identity for the City and to promote the finest design, amenities, and associated infrastructure.

ACTION REQUESTED: Approve the 2018 Combination Order with The Verdin Company.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Cost of \$32,202 to be funded by the DDA-TIF Fund. A budget amendment will be processed in the future transferring funds currently appropriated for the DDA Director to an account used for infrastructure improvement which would include the clock tower.

IMPLEMENTATION PLAN: Inform Verdin Company of acceptance and start project.

COMMISSION RECOMMENDATION: Approved by the DDA on June 4, 2018.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approve to Form *W. Fook*

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: 2018 Combination Order Form

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND COUNCIL that the Council accepts the proposal from The Verdin Company to update the Verdin Singing Clock Tower in the amount of \$32,202.00 as presented to City Council on June 11, 2018 and

Further, instructs the City Administrator to present the necessary budget amendments transferring funds from the vacant DDA Director payroll accounts to the appropriate general ledger account to fund this repair.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



THE VERDIN COMPANY
 444 READING ROAD - CINCINNATI, OHIO - 45202
 PHONE: (513) 241-4010 FAX: (513) 241-1855 TOLL FREE: 1-800-543-0488
 www.VERDIN.COM

DATE: May 24, 2018

SOLD TO: City of Wyandotte
 CONTACT: Pat Flack
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
 TELEPHONE: _____ FAX: _____

INSTALL AT: City of Wyandotte
 CONTACT: Pat Flack
 ADDRESS: 3131 Biddle Avenue
 CITY: Wyandotte
 STATE: MI ZIP: 48192
 TELEPHONE: 734-246-9880 FAX: _____

VER CLOCKS	Tower Clock Parts and Accessories	QTY.	NOTES
L STYLE			INCLUDES 10 YEAR LIMITED WARRANTY
ARK	EURO CLASSIC		Utilize Existing Clock Dials
ARK BOLD	VENUS		
ARK DOUBLE	SATURN		
JARTET	ROMAN MINUTE		
. QUATRO	TRADITIONAL		
AMERICAN MODERN			
L SIZE			
3 FT.	7 FT.		
4 FT.	8 FT.		
5 FT.	OTHER		
6 FT.			
STOM CLOCK			

CESSORIES/OPTIONS		QTY.	NOTES
IGHTING SYSTEM	Back Light Kit	4	Bright, White LED's
LOCK CONTROLLER	Verdin Master Clock Controller	1	Interfaces with Adagio II Carillon
DIVIDUAL TIMEPIECE w/HANDS	Minute Impulse Movement	4	
MEPIECE SHAFT EXTENSION			
(for walls more than 3" thick - \$225 per inch per clock)			

ECTRONIC CARILLONS		QTY.	NOTES
DEL	Verdin Adagio II Digital Carillon System	1	INCLUDES 10 YEAR LIMITED WARRANTY
MPUTER/LAN INTERFACE		Included	
PLIFIER	240 Watt	1	
ANDARD SPEAKERS	Projection Horns with Compression Drivers	4	
HER SPEAKERS			
IVERS			
EAKER FRAME			
SIC			
SIC CARD TYPE	Adagio Music Program	1	Civic / Secular
STOM MUSIC			
HER OPTIONS/EQUIPMENT			
NOTE CONTROL	Full Function Wireless Remote Control	1	
IRA TRANSMITTER			
LL/CLOCK CONTROL INTERFACE		Included	
VA ENCLOSURE			
HER EQUIPMENT			

TALLATION	Installation by Verdin		Read Additional Terms and Conditions, Item 5, to Understand Customer's Installation Responsibilities, such as Electrical Wiring, Scaffolding, Lifts/Cranes, etc., that are not a Part of Verdin's Scope of Work.
IGHT	Included - FOB Verdin Cincinnati Factory		
ROXIMATE DELIVERY DATE	60-90 Days After Order, Deposits, & Approved Submittals		
All delivery dates subject to final acceptance by The Verdin Co.		"X" Below	Quotation Includes 3 Year, 1 Call per Year PMA

tion #1	Upgrade LED's to RGB WIFI Color Selecting System with Tablet App Control (Price is an Add On to Subtotal)		\$7,180.00		SUBTOTAL (excluding tax)*	\$32,202.00
tion #2	Upgrade PMA to 2 Visits per Year During First 3 Years After Installation (Price is an Add On to Subtotal)		\$1,440.00		% Sales Tax (if applicable)	
tion #3					Deposit (50% w.Order)*	\$16,101.00
tion #4					Interim Payment (If Required)*	
Specify Other Payment Terms Below					BALANCE DUE UPON SHIPMENT*	\$16,101.00
*Add cost of accepted options to total purchase price and deposit. PURCHASER RESPONSIBLE FOR PAYING ALL TAXES.						

Purchaser _____ Sales Representative Pat Dochenetz

Authorized Signature _____ Authorized Signature _____
 By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order. Order not binding until signed by authorized Verdin representative.

2018 COMBINATION ORDER FORM

- 1. PURCHASE PRICE AND PAYMENT TERMS.** The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment by Purchaser to Verdin for the Products specified on the Order Form (the Products) shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% down with Order, with the balance due upon delivery or installation in the event that Verdin is responsible for installation. In no event shall Verdin be required to begin performance of its responsibilities under this Agreement until it has received the deposit.
- 2. CHANGE ORDERS.** Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.
- 3. FREIGHT.** Unless otherwise specified on the Order Form, the Purchase Price is F.O.B Verdin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.
- 4. DELIVERY AND STORAGE OF PRODUCTS.** Verdin shall not be liable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood, fire, strikes, labor disputes, or other items beyond the control of Verdin. If the Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee of \$250.00 per month for storing the Products.
- 5. VERDIN INSTALLATION.** If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the Job Site; (ii) sufficient access (exterior or interior) to the area in which the Products will be installed, including safe ladders or lift equipment; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) design, engineering, and construction of a concrete foundation required for a tower, including provision of mounting bolts according to Verdin's specifications; (v) any cranes, lifts, or hoists required to move or install the Products; (vi) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vii) any permits, licenses, or stamps of engineering approval, and (viii) any necessary civil, structural, or electrical engineering services.
- 6. VERDIN-SUPERVISED INSTALLATION.** If Purchaser elects to have Verdin supervise the installation of the Products, Verdin shall be responsible for providing the following items and services required to perform the installation: (i) general supervision and direction at the job site by one Verdin service technician; (ii) programming for all electronic control Products supplied by Verdin; and (iii) final check-off of all Products to confirm proper working order. Purchaser shall be responsible for providing at its own expense the following items and services required to perform the installation: (i) all items specified in Section 5(i)-(viii) above; (ii) all necessary labor, tools, and equipment to perform the installation; and (iii) all preparatory and clean-up work at the job site.
- 7. ADDITIONAL INSTALLATION FEES.** If any of the Products cannot be installed on the Installation Date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, storage costs, or mobilization costs at the Job Site. If the delay in installation is such that Verdin's service technician(s) is required to return to the Job Site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee prior to performing the installation. Purchaser shall also be charged additional installation fees to the extent Verdin is required to provide any of the items or services specified above in Section 5(i)-(viii).
- 8. LIMITED WARRANTY.** Verdin warrants each Product to be free from defects in materials and workmanship for ten years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. NO LIABILITY FOR DAMAGES.** VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. TAXES.** The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.
- 11. LATE FEE.** Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are not paid within thirty (30) days of their due date under this Agreement.
- 12. ACCEPTANCE.** This Contract is subject to the approval and acceptance of an authorized representative of the home office of THE VERDIN COMPANY unless otherwise specified.
- 13. GOVERNING LAW.** The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.
- 14. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.
- 15. COUNTERPARTS.** This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council accepts the proposal from The Verdin Company to update the Verdin Singing Clock Tower in the amount of \$32,202.00 as presented to City Council on June 11, 2018 and

Further, instructs the City Administrator to present the necessary budget amendments transferring funds from the vacant DDA Director payroll accounts to the appropriate general ledger account to fund this repair.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

RESOLUTION

DATE: June 11, 2018

RESOLUTION by Councilperson _____

RESOLVED that the total bills and accounts of \$_____ as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

REPORTS & MINUTES

06/06/2018 12:48 PM

User: ktrudell

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

DB: Wyandotte

Post Date from 06/06/2018 - 06/06/2018 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O TS	657155	06/06/2018	ktrudell F2	WAYNE COUNTY TREAS 101-000-001-000	1,012.48 CITY CHECK 2550449
MONTHLY DEL TAX SETTLEMENT APRIL 2018 REC# 456210					
O M4	657156	06/06/2018	ktrudell F2	STATE OF MICHIGAN 101-000-650-013	16,528.86 CITY CHECK 100768427
DRUNK DRIVING CASE FLOW 2017 REC# 456211					
O M4	657157	06/06/2018	ktrudell F2	STATE OF MICHIGAN 101-000-650-013	1,095.49 CITY CHECK 100774482
DRUG DRIVING CASE FLOW 2017 REC# 456212					
O MZ	657158	06/06/2018	ktrudell F2	AAA CLAIM SERVICES 101-000-202-000	9,000.00 CITY CHECK 0001423720
VIET NAM VET MEMORIAL LIABILITY PYT REC# 456213					
O MZ	657159	06/06/2018	ktrudell F2	LOCAL COMMUNITY STABILIZATION AUTHOR 202-000-600-065	83,022.52 CITY CHECK 122036
METRO ACT FEE SHARING PYT 2018 REC# 456214					
O EP	657161	06/06/2018	ktrudell F2	CITY OF WYANDOTTE 731-000-392-040	586.78 CITY CHECK 130193
POLICE DEFINED BENEFIT P/R ENDING 5/27/18 REC# 456215					
O COBRA	657163	06/06/2018	ktrudell F2	ITEDIUM INC 732-000-231-020	95.19 CITY CHECK 082701
COBRAGUARD PECK, CARPENTER REC# 456216					
Total of 7 Receipts					111,341.32

User: ktrudell

Post Date from 06/06/2018 - 06/06/2018 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

*** TOTAL OF CREDIT ACCOUNTS ***

101-000-202-000 A/P-Accrued	9,000.00
101-000-411-085 COUNTY DEL TAX SETTLEMENT	1,012.48
101-000-650-013 DRUNK DRIVING/DRUG CASE	17,624.35
202-000-600-065 Revenue-METRO Act	83,022.52
731-000-392-040 Res. Police & Fire Employee Contrib	586.78
732-000-231-020 Payroll W/H-Hospital Insurance	95.19
TOTAL - ALL CREDIT ACCOUNT	111,341.32

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash	27,636.83
202-000-001-000 Cash	83,022.52
731-000-001-000 Cash	586.78
732-000-001-000 Cash	95.19
TOTAL - ALL DEBIT ACCOUNTS	111,341.32

*** TOTAL BY FUND ***

101 General Fund	27,636.83
202 Major Street Fund	83,022.52
731 Retirement System Fund	586.78
732 Retiree Health Care Fund	95.19
TOTAL - ALL FUNDS:	111,341.32

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND	<u>Tender Code/Desc.</u>
	(CCK) CITY CHECK 27,636.83
TOTAL:	27,636.83

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK	681.97
TOTAL:	681.97

SPEC SPECIAL REVENUE FUNDS

(CCK) CITY CHECK	83,022.52
TOTAL:	83,022.52

TOTAL - ALL BANKS:	111,341.32
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*** TOTAL OF ITEMS TENDERED ***

<u>Tender Code/Desc.</u>	
(CCK) CITY CHECK	111,341.32
TOTAL:	111,341.32

*** TOTAL BY RECEIPT ITEMS ***

(1) EP: PD EMPLOYEE PENSION CONTR	586.78
(2) M4: DRUNK DRIVING/DRUG CASE	17,624.35
(2) MZ: MISC CASH/VARIOUS	92,022.52
(1) TS: COUNTY DEL TAX SETTLEMENT	1,012.48
(1) COBRA: COBRA GUARD (ITEDIUM)	95.19
TOTAL - ALL RECEIPT ITEMS:	111,341.32