

City of Wyandotte, Michigan  
Public Notice for Hybrid Meeting of the  
**Downtown Development Authority**  
In-person at Wyandotte City Hall, 3200 Biddle Avenue, Council Chambers  
And virtually via Zoom platform  
**5:30 PM on Tuesday, November 9th, 2021**

A Regular Meeting of the **Downtown Development Authority (DDA)** of the City of Wyandotte will be held in-person at Wyandotte City Hall, 3200 Biddle Avenue, Council Chamber and virtually via the “Zoom” meeting platform at 5:30 PM on Tuesday, November 9<sup>th</sup>, 2021.

The meeting is open to the public for in-person and virtual participation. The agenda and related information can be accessed on the City of Wyandotte’s website here:

[http://www.wyandotte.net/front\\_desk/agenda\\_and\\_minutes/downtown\\_development\\_authority.php](http://www.wyandotte.net/front_desk/agenda_and_minutes/downtown_development_authority.php)

**Access the electronic meeting by doing the following:**

1. To attend the meeting by phone: Call: 888-475-4499
  - Use webinar ID: 992 636 8831 (wyandotte1)
2. To attend the meeting over the Internet: <https://us02web.zoom.us/j/9926368831>
  - Passcode: 3200

Should you have any questions or would like to provide input on any business that will come before the public body at the meeting, please contact **Downtown Development Authority Director, Joe Gruber** at **(734) 324-7298** or via email [jgruber@wyandottemi.gov](mailto:jgruber@wyandottemi.gov)

ELECTRONIC DOWNTOWN DEVELOPMENT AUTHORITY MEETING PARTICIPATION

- To help meeting flow and organization, all public comment otherwise known as citizens to be heard, will be taken at the beginning of the meeting and the end of the meeting as outlined on the agenda.
  - **Phone-in audience:** To make a public comment, press “\*9” to signify your desire to speak when public comment is called for and you will be called upon in order by the DDA Director or his designee.
  - **Internet audience:** To make a public comment, select “Raise Hand” to signify your desire to speak when public comment is called for and you will be called upon in order by the City Clerk or his designee.

As required by the Americans with Disabilities Act of 1990, access to all programs, services and activities provided by the City of Wyandotte are available to individuals with disabilities with 48 hours’ notice. Individuals who believe they are in need of an accommodation should contact the **Downtown Development Authority Director, Joe Gruber** at **(734) 324-7298** or via email [jgruber@wyandottemi.gov](mailto:jgruber@wyandottemi.gov)

## OFFICIALS

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Theodore H. Galeski  
CITY ASSESSOR



## MAYOR PRO TEMPORE

Robert A. DeSana

## COUNCIL

Robert Alderman  
Chris Calvin  
Megan Maini  
Leonard T. Sabuda  
Donald Schultz Jr.

### DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL MEETING AGENDA

5:30 PM, Tuesday, November 9<sup>th</sup>, 2021

*This Meeting will be a hybrid meeting to be held in-person at  
Wyandotte City Hall, 3200 Biddle Avenue, inside Council Chambers as well as virtually via Zoom*

- CALL TO ORDER
- ROLL CALL OF MEMBERS: Mayor Robert A. DeSana, Rick DeSana, John Jarjosa, Anne Majlinger, Bryan Kozinski, Patt Slack, Leo Stevenson, Scott Jordan, Norm Walker
- OTHERS PRESENT: Joe Gruber
- PERSONS IN THE AUDIENCE, PUBLIC COMMENT
- APPROVAL OF AGENDA & MINUTES
  - DDA Special Meeting Minutes: October 29, 2021
- INFORMATION TO RECEIVE & PLACE ON FILE
- MONTHLY REVENUE/EXPENDITURE REPORT
  - Period Ending October 31<sup>st</sup>, 2021
- ONGOING PROJECTS & BUSINESS
  - Downtown Capital Improvements Project Grant Updates
- NEW PROJECTS & BUSINESS
  - Eureka Road Viaduct Maintenance Services 2022
  - America In Blom: Viaduct Grant Application
  - Downtown Maintenance Person 2022
  - Holidays in Downtown Wyandotte 2021
- NEXT REGULAR MEETING: 5:30 PM, December 14<sup>th</sup>, 2021
- ADJOURNMENT:

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to adjourn the DDA meeting at \_\_\_\_\_.



## REVENUE AND EXPENDITURE REPORT FOR CITY OF WYANDOTTE

PERIOD ENDING 10/31/2021

% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 10/31/2021	ACTIVITY FOR MONTH 10/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 499 - DDA tax increment Finance Fund						
Revenues						
Dept 000 - Non-Departmental						
499-000-411-060	Taxes-TIFA Capture	610,475.00	411,390.02	411,390.02	199,084.98	67.39
499-000-411-062	TAXES-SMALL TAXPAYER LOSS	30,006.00	0.00	0.00	30,006.00	0.00
499-000-655-010	Interest Earnings	2,500.00	0.00	0.00	2,500.00	0.00
499-000-655-036	Misc Receipts-Fort Street Sign	500.00	50.00	50.00	450.00	10.00
499-000-655-040	Misc Revenue	0.00	80.00	80.00	(80.00)	100.00
Total Dept 000 - Non-Departmental		643,481.00	411,520.02	411,520.02	231,960.98	63.95
TOTAL REVENUES		643,481.00	411,520.02	411,520.02	231,960.98	63.95
Expenditures						
Dept 200 - General Government Administration						
499-200-725-110	Salary	48,527.00	3,732.80	3,732.80	44,794.20	7.69
499-200-725-115	Seasonal Salary-PT	21,241.00	246.07	246.07	20,994.93	1.16
499-200-725-140	Retirement contribution-DC	5,479.00	397.89	397.89	5,081.11	7.26
499-200-725-150	F.I.C.A.	5,337.00	248.30	248.30	5,088.70	4.65
499-200-725-160	Medical Insurance	20,493.00	1,764.11	1,764.11	18,728.89	8.61
499-200-725-165	Prescription Drug Coverage	2,580.00	0.00	0.00	2,580.00	0.00
499-200-725-166	Prescription Drug-Derived Premium	0.00	258.01	258.01	(258.01)	100.00
499-200-725-167	Retiree Health Care (RHS Plan)	1,300.00	100.00	100.00	1,200.00	7.69
499-200-725-170	Life Insurance	156.00	13.00	13.00	143.00	8.33
499-200-725-175	L.T.D.	142.00	10.34	10.34	131.66	7.28
499-200-850-517	Masonic Temple Project	15,000.00	0.00	0.00	15,000.00	0.00
499-200-850-520	Viaduct Maintenance	18,500.00	0.00	0.00	18,500.00	0.00
499-200-850-522	Christmas	41,000.00	20,500.00	20,500.00	20,500.00	50.00
499-200-850-533	Millennium Plaza	630.00	0.00	0.00	630.00	0.00
499-200-850-538	Streetscape Project	36,830.00	0.00	0.00	36,830.00	0.00
499-200-850-539	Beautification Commission	8,000.00	0.00	0.00	8,000.00	0.00
499-200-850-542	Fort St Sign/Fountain/Purple Heart	8,880.00	0.00	0.00	8,880.00	0.00
499-200-850-544	DOWNTOWN FIXTURES	16,850.00	0.00	0.00	16,850.00	0.00
499-200-925-797	3rd Friday/Downtown Event Promotions	30,000.00	12,500.00	12,500.00	17,500.00	41.67
499-200-925-801	Business Assistance Program	300,000.00	0.00	0.00	300,000.00	0.00
499-200-925-802	Farmers Market	19,000.00	1,353.84	1,353.84	17,646.16	7.13
499-200-925-804	Marketing	9,000.00	0.00	0.00	9,000.00	0.00
499-200-925-807	EXISTING BUSINESS STIMULUS	11,000.00	0.00	0.00	11,000.00	0.00
499-200-926-110	Administrative Reimbursement (101)	85,000.00	0.00	0.00	85,000.00	0.00
499-200-926-114	Operating Expenses	52,000.00	210.00	210.00	51,790.00	0.40
499-200-926-610	Streetscape Maintenance	2,000.00	0.00	0.00	2,000.00	0.00
499-200-926-790	Miscellaneous	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 200 - General Government Administration		760,945.00	41,334.36	41,334.36	719,610.64	5.43
TOTAL EXPENDITURES		760,945.00	41,334.36	41,334.36	719,610.64	5.43
Fund 499 - DDA tax increment Finance Fund:						
TOTAL REVENUES		643,481.00	411,520.02	411,520.02	231,960.98	63.95
TOTAL EXPENDITURES		760,945.00	41,334.36	41,334.36	719,610.64	5.43
NET OF REVENUES & EXPENDITURES		(117,464.00)	370,185.66	370,185.66	(487,649.66)	315.15

**Downtown Development Authority**  
**Special Meeting Minutes**  
5:30 PM, Friday, October 29<sup>th</sup>, 2021  
REGULAR MEETING  
Held Virtually via Zoom

**MEMBERS PRESENT:** Mayor Rob DeSana, Scott Jordan, Anne Majlinger, Patt Slack, Leo Stevenson, Norm Walker

**MEMBERS EXCUSED:** Rick DeSana, John Jarjosa, Bryan Kozinski

**OTHERS PRESENT:** Joe Gruber, DDA Director

**PUBLIC COMMENT:** None

**APPROVAL OF MINUTES & AGENDA:**

Minutes from October 12<sup>th</sup>, 2021 DDA Meeting and Agenda for October 29<sup>th</sup>, 2021 Special DDA Meeting.

**Motion by S. Jordan, Supported by L. Stevenson, to approve the Minutes from October 12th, 2021 DDA Meeting and Agenda for October 29th, 2021 Special DDA Meeting. All in favor, motion carried.**

**INFORMATION TO RECEIVE & PLACE ON FILE:** None

**MONTHLY REVENUE/EXPENDITURE REPORT**

**Monthly Revenue and Expenditure Reports:** None

**ONGOING PROJECTS & BUSINESS**

**1. Wyandotte Street Art Fair: Social District 2022:** Director Gruber provided a detailed overview of the revised plan and compromise made between the Special Events Office and the DDA Director regarding the Wyandotte Street Art Fair and Social District operations for 2022. He explained the various components of the plan which included all 4 days of Social District operations, with an extension until 11pm, a partial moratorium and designated refreshment area at the former theatre lot, a DDA contribution of \$15,000 to the placemaking efforts at the former theatre lot, a DDA contribution of \$5,000 to the Wyandotte Police Department for safety and security efforts during the Street Art Fair, a multitude of marketing and advertising support for the Downtown businesses and Social District. Director Gruber explained that this proposal would be presented to Wyandotte City Council the following Monday, November 1<sup>st</sup>.

**Motion by S. Jordan, Supported by S. Jordan, to concur with the recommendation of the Special Events Coordinator and DDA Director for the 2022 Wyandotte Street Art Fair**

**Social District operations plan and to authorize an allocation of \$20,000 from DDA Fund Balance and approve a budget amendment for the DDA Existing Business Stimulus Fund to support the Wyandotte Street Art Fair in 2022. Roll Call. All in favor, motion carried.**

**2. Downtown Capital Improvements Project Grant Updates:** Director Gruber provided an overview of the Southeast Michigan Council of Governments (SEMCOG) Transportation Equity Program and Planning Assistance Grant that the DDA and City of Wyandotte have received to assist in the Downtown Capital Improvements Project. Director Gruber explained that the grant would consist of \$26,192 federal funds and a local match of \$5,808 to be contributed by the DDA. Director Gruber stated that these funds would augment the \$50,000 grant received from the Community Foundation for Southeast Michigan and the Ralph Wilson Jr. Design & Access Fund that would also be used for design, engineering and financial planning. L. Stevenson suggested that, even though a contract proposal has already been approved and signed by City Council, that the DDA Director should not administer any payments until the DDA Board has vetted the contract.

**Motion by L. Stevenson Supported by P. Slack, to authorize an allocation of \$32,000 from DDA Fund Balance and approve a budget amendment for the DDA Operating Expense Fund to support the Downtown Capital Improvements Project through the SEMCOG Transportation Equity Program and Planning Assistance Grant. Roll Call. All in favor, motion carried**

**3. Downtown Art Projects: Wyandotte Industries Sculpture:** Director Gruber provided an update regarding the Wyandotte Industries Sculpture including a progress report for design, site preparation, and contracting. He noted that the DDA is currently working with a group of artists and contractors to complete a public art installation of a new modern art sculpture at the corner of Biddle Avenue and Elm Street. The project is made possible by a \$20,000 donation from the Jerry Szpondowski family of Wyandotte Industries, a longstanding business and community supporter. To date, \$3,150.00 has been spent on architecture and engineering. Director Gruber shared a budget increase and request of an additional \$8,000 based on a change to design specifications, sculpture features, material costs, labor costs and estimated contingencies needed to complete the public art project.

**Motion by S. Jordan, Supported by N. Walker, to authorize an allocation of \$8,000 from DDA Fund Balance and approve a budget amendment for the DDA Downtown Fixtures Expense Fund to support the Downtown Art Projects: Wyandotte Industries Sculpture. Roll Call. All in favor, motion carried**

## **NEW PROJECTS & BUSINESS**

**4. Grant Extension Request: District 142:** Director Gruber provided a detailed description of the Grant Extension Request made by Julie Chan for the \$75,000 Joseph R. Peterson Downtown Grant Award that was first approved in March 2021. Citing challenges from COVID-19, workforce, and planning, the redevelopment of 140-142 Maple Street has experienced delays, setbacks and major cost increases.

**Motion by L. Stevenson, Supported by P. Slack, to approve the Grant Extension Request for District 142 until September 30<sup>th</sup>, 2022. Roll Call. All in favor, motion carried**

L. Stevenson then requested that Director Gruber reach out to Jason D’Herin, developer of the W Suites & Lofts who may also be in need of an extension for similar reasons cited in Julie Chan’s letter.

**NEXT REGULAR MEETING:** 5:30 PM, November 9<sup>th</sup>, 2021

**ADJOURNMENT:** 5:50 PM

**Motion by A. Majlinger, supported by to N. Walker. All in favor, motion carried.**

Respectfully Submitted,

Joe Gruber, DDA Director



Wade Trim Associates, Inc.  
25251 Northline Road • PO Box 10 • Taylor, MI 48180  
734.947.9700 • [www.wadetrim.com](http://www.wadetrim.com)

August 12, 2021

City of Wyandotte  
Downtown Development Authority  
3200 Biddle Avenue, Suite 300  
Wyandotte, Michigan 48192

Attention: Mr. Joseph Keller Gruber, Executive Director

Re: City of Wyandotte - Downtown Development Authority  
Capital Improvement Plan (CIP) Financing Plan

Dear Mr. Keller Gruber:

Thank you for your time describing the impending plans for Downtown Wyandotte. It was very apparent during our visit and our current work on the city-wide zoning updates that Downtown is a special asset.

The preliminary DDA Capital Improvement Plan (CIP) that you shared provides a strong basis for the scope of work provided in this proposal. Our approach is unique among consulting firms, as we endeavor to provide a product that guides you in the pursuit of funding and resources to complete improvements identified in the plan. We view our role to be an extension of your organization, working with you to identify, pursue, and obtain financial resources.

Using the preliminary CIP as a basis, our scope of services will further define the project scope, sequencing, estimated costs, and potential funding sources available to complete the improvements. We will also identify opportunities for public-private partnership to complete improvements in conjunction with development and redevelopment of sites in Downtown.

This letter outlines our proposed scope of work and estimated fee to complete a CIP Financing Plan. Our approach acknowledges that the City of Wyandotte maintains a full-service engineering department, as well as operates its own municipal utility. Coordination with these departments will be key to determining the best approach to complete projects and plan for implementation. Wade Trim is also available to complement these departments, where needed, during the implementation phase.

We also understand that the DDA may be utilizing other consulting firms to assist on related capital project initiatives. Our team welcomes the opportunity to work collaboratively with the DDA to finalize a scope of services that appropriately complements the City's Engineering Department and any other consultants contributing to this effort.

### **Scope of Work**

Quality community planning documents provide leaders with tools for implementation. The most important tool in executing ambitious community projects is funding. The CIP Financing Plan will break down the overall infrastructure approach to identify sources of federal, state, private, and philanthropic funding, as well as recommend approaches to pursue and obtain funding. The CIP Financing Plan will include the key elements outlined on the following pages.



### Existing Conditions Inventory/Mapping

An inventory of existing conditions, utility locations, and adjacent land uses will provide a conceptual design basis for desired improvements, while also identifying leveraging opportunities. Initial data collection will include communication with the Wyandotte Engineering and Municipal Services departments. Information provided by the Wyandotte DDA and these departments will help expedite this task and reduce our required effort in this area.

### Stakeholder Engagement

We understand that a level of stakeholder engagement has occurred during the development of the preliminary DDA Capital Improvements Plan and the DDA is desirous to continue engagement with business owners and residents as plans progress. Our scope of work includes participation at two (2) DDA meetings or small group stakeholder sessions and one (1) larger group stakeholder session.

### Cost Estimates

Wade Trim will review the cost estimates included in the preliminary DDA Capital Improvement Plan and prepare updated estimates based on the most up-to-date information that we have available.

### Concept Plans and Renderings

Wade Trim will develop concept plans in the form plan-view diagrams and perspective renderings to illustrate key capital improvement projects. The focus of this effort will likely be related to the DDA's proposed alleyway improvements. The concept plans and perspective renderings will provide great value for use in grant applications and public engagement activities. Providing such illustrations are an excellent tool in gathering support from key citizen and business stakeholders when proposing revenue bonds or DDA levies. For the purposes of our cost estimate, we anticipate preparing up to 3 plan-view diagrams and up to 3 perspective renderings.

### Project Funding Guide

Wade Trim will develop a decision-making tool for the DDA that lists CIP projects and potential funding sources for each. The objective will be identifying State, Federal, philanthropic, and other sources of funding that may supplement DDA revenues during execution of the CIP. In addition to identifying funding sources, the guide will provide direct links to detailed program parameters and funding applications. It is recommended that the guide be updated a minimum of twice each year throughout the duration of the CIP implementation.

### Final Report Preparation/Deliverables

Wade Trim will prepare a CIP Financing Plan Report which incorporates and summarizes the key work elements noted above. We will provide a complete draft of the report for DDA review. Based on comments received, we will then prepare a final draft for adoption/acceptance by the DDA. Once adopted by the DDA, we will provide the following deliverables:

- CIP Financing Plan report in electronic format (Microsoft Word and Adobe PDF)
- Concept Plans and Renderings in image format (Jpeg or similar)
- GIS data files (shapefile/Geodatabase) for any data created by Wade Trim as part of this project, if requested by the DDA



## Schedule

We understand the DDA is desirous to move towards implementation quickly, although the full implementation will occur over a period of years. We envision our primary deliverables, as outlined above, to be completed within an approximately 5-month timeframe. We are prepared to begin work upon execution of a professional services agreement between the DDA and Wade Trim.

## Cost Estimate

We propose to complete the above-described scope of work for a **not-to-exceed fee of \$45,000**. We will invoice the DDA monthly based on actual effort spent in accordance with our current hourly rate schedule.

Please do not hesitate to contact me directly at any time at 989.529.2913 with any questions you may have. We appreciate the opportunity to help the Downtown Development Authority and the City on this CIP Financing Plan and look forward to working with your team on this project.

Very truly yours,

Wade Trim Associates, Inc.



Wayne Hofmann  
Client Funding Director



Adam Young, AICP  
Senior Project Manager

WRH:AY

2021 DDA Infrastructure Master Plan Proposal 08-12-21.docx



**Professional Services Agreement  
(Short Form)**

**Agreement**

To engage the Services of Wade Trim Associates, Inc as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled City of Wyandotte - Downtown Development Authority Capital Improvement Plan (CIP) Financing Plan between the City of Wyandotte Downtown Development Authority of , 3200 Biddle Avenue, Suite 300, Wyandotte, Michigan 48192\_\_, hereinafter called "Owner," and Wade Trim, 500 Griswold, Suite 2500, Detroit, MI 48226 hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in our August 12, 2021 Proposal Letter (attached)

B. Owner agrees to pay Professional as compensation for his services as follows:

Lump-sum fee of \$45,000 to be invoiced on a monthly basis for work completed.

C Owner agrees to establish an allowance of \$N/A for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in our August 12, 2021 Proposal Letter (attached), project start date upon contract execution.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:



By:

ROBERT DESANA  
(Print Name)

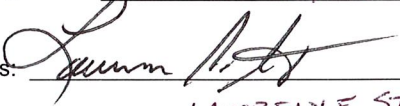
Title:

MAYOR

Date Signed:

10/18/2021

Witness:

  
LAWRENCE STEEL  
CITY CLERK

Professional:



By:

Adam Young, AICP  
(Print Name)


Title:

Senior Project Manager

Date Signed:

10/11/2021

Witness:





## General Provisions

### 1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### 8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

### 9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**Proposal For  
Economic Development  
Consulting Services  
Prospective Properties and Infrastructure  
Wyandotte, Michigan**

**FOR**

**Mr. Joe Gruber, MCD  
Executive Director  
Downtown Development Authority  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, Michigan 48192  
Office: 734-324-7298  
Cell: 734-818-9438  
[jgruber@wyandottemi.gov](mailto:jgruber@wyandottemi.gov)  
<http://wyandotte.net/>**

**November 3, 2021  
Proposal No. JDC-20211103**

## **PROPOSAL FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES**

### **INTRODUCTION**

Jamieson Development Consulting, LLC (hereinafter “JDC”) is pleased to present the **City of Wyandotte DDA** (hereinafter “the Client”) with its proposal to provide economic development consulting services for consideration for properties and infrastructure located within the DDA and the City of Wyandotte, Michigan (hereinafter “the Property”).

### **SCOPE OF WORK**

JDCs’ scope of work is intended to evaluate the likelihood of qualifying the Client to receive available community development incentives that may include, but are not limited to, Special Assessment Districts, Brownfield Tax Increment Financing (TIF) programs, in accordance with Public Act (PA) 381 of 1996, as amended, the Brownfield Redevelopment Financing Act, and Grants and Loans provided through the Michigan Economic Development Corporation (MEDC), and the Department of Environment, Great Lakes, and Energy (EGLE) to assist with the gap financing on environmental, functionally obsolete, and blighted conditions associated with the properties including but not limited to hard construction costs of installation of new infrastructure (infrastructure as defined under Act 381) and/or Grants associated with the reimbursement of Eligible Activities, as defined under Act 381.

In addition, we will work with the Client to assess or recommend any new programs or existing programs that are available for local units of governments and DDAs.

In addition, to evaluation of current conditions of the property including, but not limited to overview of environmental conditions, planning, zoning, and coordination with local units of government (LUGs). Planning and coordination with LUGs, and other consultants hired by the Client for the purposes of evaluation of the redevelopment of the properties or installation of new infrastructure.

Infrastructure is defined under Act 381 to include the following Eligible Activities and Eligible Investment:

(aa) "Infrastructure improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, transit-oriented development, transit-oriented property, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, owned or used by a public agency or functionally connected to similar or supporting property owned or used by a public agency, or designed and dedicated to use by, for the benefit of, or for the protection of the health, welfare, or safety of the public generally, whether or not used by a single business entity, provided that any road, street, or bridge shall be continuously open to public access and that other property shall be located in public easements or rights-of-way and sized to accommodate reasonably foreseeable development of eligible property in adjoining areas. Infrastructure improvements

also include 1 or more of the following whether publicly or privately owned or operated or located on public or private property:

- (i) Underground parking.
- (ii) Multilevel parking structures.
- (iii) Urban stormwater management systems.

To better serve you and provide a proper evaluation of costs and associated gaps we request that the Client provides the following information to be used, if available during the preliminary economic development incentives evaluation.

- Sources and uses of funds (DDA TIF, Bonds, Grants, etc.)
- Proforma – We can work in the DDA assumptions into the MEDC intake workbook
- Preliminary engineering and infrastructure renderings
- Preliminary project description
- Previous Environmental Reports (Phase I ESA, Phase II ESA, BEA, Due Care Plan, Lead/Asbestos Surveys, etc.)
- Alta Surveys
- Legal Description
- Ownership documentation, as necessary

### **Task 1 – Brownfield Plan**

JDC will prepare and submit a Brownfield Plan (BP) to the City of Wyandotte’s Brownfield Redevelopment Authority (WBRA) and the City of Wyandotte’s City Council (City) for approval. The purpose of the Brownfield Plan is to qualify the redevelopment project for brownfield redevelopment financial incentives available under the Brownfield financing act that include:

JDC will work with City/County Departments, your architects, engineers, and environmental consultants to finalize these *eligible activities*. These Eligible Activities are described below:

- Preparation of environmental and non-environmental work plans and a brownfield plan.
- Completion of a Phase I Environmental Site Assessment (ESA)
- Completion of a Phase II Environmental Site Investigation (ESA)
- Completion of a Baseline Environmental Assessment (BEA), Section 7a Compliance Analysis, and associated due care activities.
- Completion of additional response activities
- Demolition
- Lead and Asbestos Abatement
- Site Preparation
- Public/Private Infrastructure Improvements
- Other eligible costs identified during the planning and preparation of the brownfield plan.



Further we will have to work with the Brownfield Redevelopment Authority to set up an interlocal agreement between the DDA and the BRA. In addition, a formal public hearing will be held at the City Council, and the associated taxing jurisdictions will be noticed as part of the property tax capture.

JDC will include a Tax Increment Financing (TIF) plan in the brownfield plan, site renderings, project summary, and a detailed table of Eligible Activities. The purpose of the TIF plan is to allow the WBRA to capture the available increase in property taxes that result from the development. The captured local and school state taxes may be used to reimburse development costs incurred by the City or DDA in addition to the developer for *eligible activities*, which may include, to the extent they are eligible and include all the activities listed above.

Various attachments also accompany the Brownfield Plan, which will be prepared and created by JDC. *The Client is notified that it may take more than four months to establish the Brownfield Plan and will be done in concurrence with site plan approval.*

### **Project Planning and Meetings**

JDC will also attend all meetings with the client and local and state agencies.

### **Task 2 –Act 381 Work Plans for State Tax Capture**

Public Act 381 of 1996, as amended, requires preparation and approval of “Act 381 Work Plans” detailing the various eligible activities and their estimated cost to capture school dollars. The Act 381 Work Plan will be submitted to the WBRA and to EGLE for approval.

JDC will work with your environmental consultants, engineers, and architects to assure all the eligible costs are being included for reimbursement and that all the appropriate information is included in the details of the Act 381 Work Plans allowing for approvals. *The Client is notified that it may take more than 80 Days to receive approval for the Act 381 Work Plans from MEDC.*

### **Project Planning and Meetings**

During preparation and following submittal of the documents, JDC will engage in all necessary discussions and negotiations with the City, WBRA, and EGLE on the Client’s behalf JDC will also attend all meetings with the client and local and state agencies.

### **Task 3 – Evaluation of existing programs that will provide economic development incentives to the DDA outside of the Brownfield Plan**

Evaluate the likelihood of qualifying the Client to receive available community development incentives that may include, but are not limited to, Special Assessment Districts, Brownfield Tax Increment Financing (TIF) programs, in accordance with Public Act (PA) 381 of 1996, as amended, the Brownfield Redevelopment Financing Act, and Grants and Loans including but not limited to the Placemaking Grants and Brownfield Bridge funds provided through the Michigan Economic Development Corporation (MEDC), and the Department of Environment, Great Lakes, and Energy (EGLE) to assist with the gap

JDC, LLC – jamiesona15@gmail.com - 4495 Lynne Lane Commerce Township, MI 48382

248-762-8701

financing on environmental, functionally obsolete, and blighted conditions associated with the properties including but not limited to hard construction costs of installation of new infrastructure (infrastructure as defined under Act 381) and/or Grants associated with the reimbursement of Eligible Activities, as defined under Act 381.

### **FEES**

JDC proposes to provide the services described in this proposal on a time and materials (T&M) basis. JDC will provide a detailed hourly invoice at a rate of \$180/hour to the Client. JDC will progress bill against the project budget monthly. In addition to the Brownfield Plan and Act 381 Work Plan, this service agreement is to provide 104 hours of consulting time over a one-year period. Should additional hours be necessary JDC will notify the Client prior to incurring any additional costs.

**Please note that all fees that are associated with the Brownfield Plan and Act 381 Work Plan are 100% reimbursable as an Eligible activity through the TIF. See cost table below.**

<b>Tasks</b>	<b>Deliverables</b>	<b>Cost Estimate</b>	<b>Timeline</b>	<b>Authorization</b>
<b>1. Preparation of Brownfield Plan</b>	<p>a. Brownfield Plan/ Application for Grant/Loan funding/MEDC Grant Loan Funding application, if applicable</p> <ul style="list-style-type: none"> <li>• Table 1 – Eligible Activity Final Costs Estimates</li> <li>• TIF Table – Finalize</li> </ul> <p>b. Project Planning and Meetings assumed to in-person meetings with the DDA</p>	<p>\$3,600.00 NTE, unless additional scope is requested.</p> <p>\$2,160.00 NTE, unless additional scope is requested</p>	November 2021– March 2022	
<b>2. Preparation of Act 381 Work Plan</b>	<p>a. Act 381 Work Plan(s) –MEDC Act 381 Work Plans – review additional Attachments as required by MEDC</p> <p>b. Project Planning and Meetings with MEDC, EGLE, Environmental Consultants, WBRA</p>	<p>\$2,700.00</p> <p>\$2,160.00</p>	March 2022 – June 2022	
<b>3. Economic development and prospective infrastructure consulting services</b>	Evaluation of existing property conditions throughout the City of Wyandotte and the Wyandotte DDA, on an as needed basis	\$18,720.00 NTE, IF REQUESTED, you can also request on an hourly basis, for example... review or look into these programs for up to 10 hours.	November 2021 – November 2022	

Tasks	Deliverables	Cost Estimate	Timeline	Authorization
Total for Tasks 1 and 2 Brownfield TIF:		\$10,620.00	November 2021- June 2021	
Total for Task 3 – on-call services, as necessary:		\$18,720.00	November 2021- November 2022	

***A separate proposal will be provided for future tasks associated with any perspective incentives that may be sought.***

JDC will provide its own materials, tools, and equipment. JDC will not expect reimbursement for any out-of-pocket expenses incurred in the performance of its services except for copying, overnight delivery charges and, if necessary, out of town travel (and associated lodging and meals, with the prior written approval of Client). Photocopying expenses completed with JDC equipment shall be charged \$0.06/page for 8 ½" X 11" black and white, \$0.10/page for 11" X 17" black and white, \$0.75/page for 8 ½" X 11" color and \$1.25/page for 11" X 17" color. All outside expenses will be charged cost plus fifteen percent (15%).

### **LIMITATIONS**

JDC cannot guarantee approval of any tax incentive or component such as brownfield plans or Act 381 Work Plans, tax abatement programs, and grant/loan funding. JDC shall not be held responsible for any errors (with the exception of gross negligence) related to pre- or post-development values.

The contracting of other services necessary to perform any of the tasks described above including but not limited to architectural fees, environmental assessment fees, appraisal fees and assessor fees is the sole responsibility of the Client. The Client will be responsible for all application and processing fees required by any applicable agencies or municipalities.

This proposal and the associated cost estimate are valid for 30 days. After 30 days, have elapsed, JDC reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, JDC will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities. Non-responsiveness to requests (written or emailed) for needed information to complete a job more fully described above after 60 days of the second request (written or emailed) may, at JDC discretion, result in a termination for which JDC will not refund any retainer.

This proposal including: descriptive material, pricing, discussion of proposed methods to be used or implemented by JDC, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to JDC. JDC is submitting this information

for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of JDC.

#### **TERMS AND CONDITIONS**

See the Terms and Conditions as outlined in Appendix A. JDC will prepare and render invoices as described above and those invoices shall be payable within thirty (30) days of receipt. The scope of work under this proposal shall be complete upon receipt of final determinations from the local and state government agencies related to the tasks listed above except as otherwise provided.

**PROPOSAL ACCEPTANCE**

**For:**

**Economic development and  
consulting services**



This proposal submitted by: \_\_\_\_\_

Anne Jamieson-Urena, Principal  
**Jamieson Development Consulting, LLC**

November 3, 2021

Retainer Amount: **waived**

Proposal Amount: **Tasks 1 and 2 – Brownfield TIF \$10,620.00; and**

**Task 3 – T&M NTE \$18,720 – On- call services - one year contract**

JDC Proposal No. JDC-20211103

Terms and Conditions: See Appendix A

**Mr. Joe Gruber, MCD  
Executive Director  
Downtown Development Authority  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, Michigan 48192**

ACCEPTANCE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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



## **JAMIESON DEVELOPMENT CONSULTING, LLC**

### **TERMS AND CONDITIONS**

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by Jamieson Development Consulting, LLC (“**Consultant**” or “**JDC**”) for you (“**Client**”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and the Terms and Conditions constitute the “Agreement”).

1. **Performance**: Consultant will provide advice, consultation and other services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant.

JDC prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail to communicate with our clients. We will communicate with you via the e-mail address on file for you. At present, JDC does not use any encryption programs for our outgoing e-mail. All written, telephone or email communication between the Client and JDC shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation**: Client agrees to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the project.

3. **Payment**: The Client agrees to pay Consultant for all services and expenses, according to the Contract, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services JDC may require a retainer (“Retainer”). JDC shall apply 50% of the Retainer on a monthly invoice basis and apply it to the final invoice from JDC to the Client (with any excess left over, immediately returned to the Client). The retainer rate may be modified upon written mutual consent of both parties. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the Client at cost plus five percent (5%). All invoices submitted to Client shall be payable within thirty (30) days of receipt. Client agrees that it shall pay Consultant at Consultant’s then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received on any invoice within thirty (30) days, Consultant reserves the right to immediately cease work and/or terminate any existing contracts and apply existing retainer to outstanding invoices without incurring any liability to Client. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after receipt, or the objection shall be deemed waived.

4. **Termination**: Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this contract may be terminated by

either party upon five (5) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for organization of files and reports and the like).

5. **Indemnification:** To the extent permitted by law, Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: (1) that arise out of, or relate in any way to Consultant's presence on the subject property or the presence of hazardous substances or contamination on, at, from, or under the property; or (2) that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from the earliest of completion of the contracted services, work ceasing due to non-payment or contract termination or they shall be forever barred.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. It is the Client's responsibility to obtain the pre-development (or "base") taxable value of all real and personal property at the subject property. To the extent permitted by law, the Client agrees to indemnify and hold harmless JDC from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of JDC or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by JDC for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of JDC under this Agreement for any claim whatsoever exceed amounts paid by Client to JDC for the particular task giving rise to such claim. Further, in the event JDC is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. JDC assumes no liability for post award actions of Client.

6. **Limitations of Liability:** Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under any insurance policies. However, in no event shall the liability of JDC under this Agreement for any claim whatsoever exceed amounts paid by Client to JDC for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or

any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Incentives, by their very nature, are a public process. The Client understands that information given to a public agency may become public information. Consultant shall retain as confidential all background information and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto to the extent possible. Except for information disclosed as part of the pursuit of incentives, such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time.

8. **Final Product:** Client acknowledges that any report or incentive package is merely a "snapshot" of the project at the time the incentive was sought and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of Development Incentives. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of JDC and shall destroy or return the source documents and all copies to JDC upon expiration of the license.

JDC ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, JDC will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act. If JDC does not have rights under the Construction Lien Act MCLA 570.1101 *et. seq.*, by authorizing this proposal the signer personally guarantees any debt owed to JDC under this contract.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this contract and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this contract. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Contract shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the incentive on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by contract or otherwise, shall be limited to the cost of the services provided by Consultant hereunder.

## **NOTICE FOR SEASONAL LABORER AT WYANDOTTE DOWNTOWN DEVELOPMENT AUTHORITY**

The City of Wyandotte: Downtown Development Authority (DDA) is accepting applications for Downtown Part-Time Seasonal Laborer. The rate of pay will be \$14.00 per hour. The employee shall be allotted 20 hours per week and 40 hours per pay period. The working hours will be Monday through Friday from 9:00 AM to 4:00 PM, with a flexible work schedule, to be determined upon hiring.

If you are interested in applying, applications are available at the City's website [www.wyandotte.net](http://www.wyandotte.net). Please complete the application and return it to Anne Goudy, Human Resources, at Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan from 8:00 a.m. to 5:00 p.m. Monday thru Friday.

If you have any questions please contact Anne Goudy, Human Resources, at 734-324-4543, or by email at [cityjobs@wyandottemi.gov](mailto:cityjobs@wyandottemi.gov), or Joe Gruber, DDA Director at 734-324-7298, or by email at [jgruber@wyandottemi.gov](mailto:jgruber@wyandottemi.gov)

Supervision: Employee will be under the direction of the DDA Director

General Statement of Duties: Employees in this class work under close supervision of a department head to be knowledgeable about the facets of work which may include simple manual labor, operation of certain equipment and perform related duties.

Examples of Duties Which May Be Performed:

Gardening with the use of hand equipment.

Watering of grass and trees.

Cutting grass with the use of hand mowers.

Cleaning and maintenance of Downtown Wyandotte

Pickup of litter in public areas.

Maintenance and removal of trash and Downtown Street barrels/trash cans

Power washing and cleaning of Downtown sidewalks, alleyways, dumpsters and enclosures etc.

Painting of fences, buildings, etc.

Maintenance of public facilities in parks.

Assist, in a training capacity, in street patching, such as raking and shoveling concrete or asphalt cold patch, use of air hose, removal of cement and use of jackhammer.

Assist, in a training capacity, in minor building repair work.

Assist, in a training capacity, in the maintenance and installation of traffic and street signs.

Manual Laborers may be asked to operate/drive the following stated equipment: Dump trucks, tractors, cars, vans, pick-up and sign trucks. NOTE: Other equipment may be included if agreed upon by the Supervisor and employee.

Qualifications:

Physical condition adequate to perform work.

Ability to follow simple oral and written instructions.

Valid driver's license.



# Creeping Phlox

These hardy, native, perennial flowers are perfect for creeping down slopes, under trees and around rock gardens. Pollinator plants that attract bees and butterflies, these easy to grow ground cover is great for erosion control in an alpine setting.

*Full Sun: 4"- 6" tall | 12" – 24" wide: Bloom mid-late Spring : Zones 3-9*

Use: Line Sections A & G, north and south running length of sidewalks

Sect: G North: 485' = 5,820"

Sect: G South: 430' = 5,160"

Sect: A North: 300' = 3,600"

Sect: A South: 300' = 3,600"

TOTAL: 1,515' = 18,180" length

divided by 20" spacing = 909 plants TOTAL

Tray of 32 plants = \$175.00 - \$225.00

**TOTAL: 30 trays = \$5,250.00 - \$6,750.00**



Chattahoochee  
Woodland



Scarlet Flame



Emerald Pink



Candy Stripe



Red Wing



Amazing Grace



Snowflake



Purple Beauty



# Trees

A combination of maples, pines, spruces, redwoods and larch trees will offer a good variety of seasonal colors and canopy diversity. Trees are all native to Michigan and will thrive in Michigan's temperate climate.

Use: Upper tiered areas of Sections A, B, C, E, F & G, north and south			
Dawn Redwood:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
Tricolor Beech:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
Ginkgo:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
Northern White Cedar:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
Sugar Maple:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
Northern Red Oak:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
Black Spruce:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
American Chestnut:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
American Sycamore:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL
American Elm:	Size	___ ft. = \$ ___	x Qty. ___ = \$ ___ TOTAL



Dawn Redwood



Tricolor Beech



Ginkgo



Northern White Cedar



Sugar Maple



Northern Red Oak



Black Spruce



American Chestnut

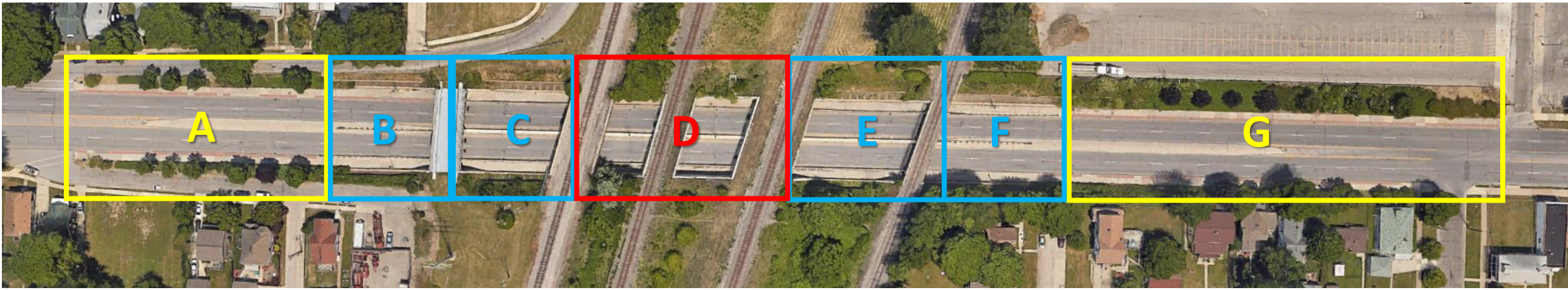


American Sycamore



American Elm





The America In Bloom – Eureka Road Viaduct Plantings will occur along Eureka Road, between 7<sup>th</sup> Street to the East and 9<sup>th</sup> Street to the West, in the City of Wyandotte.

The primary focus areas for the America In Bloom – Eureka Road Viaduct Plantings shall occur in Sections A and G.

The secondary focus areas for the America in Bloom – Eureka Road Viaduct Plantings shall occur in the upper level Sections B, C, E and F contain large planter beds that already consist of native, perennial plantings and large rock boulders.

Section D is comprised entirely of railroad right-of-way and is almost entirely inaccessible to contractors and landscape companies.