#### AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION MONDAY, FEBRUARY 6, 2012 7:00 PM PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON CHAIRPERSON OF THE EVENING: THE HONORABLE LEONARD SABUDA

#### ROLL CALL: BROWNING, DESANA, FRICKE, GALESKI, SABUDA, STEC

#### PERSONS IN THE AUDIENCE

#### COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from the Downtown Development Authority Director regarding the City of Wyandotte participating in the Detroit Institute of Arts Inside Out Project. (THE DIA will display large format reproductions of masterpieces from the Detroit Institute of Arts collection in the City of Wyandotte from April through June of 2012; with the formal kickoff to be on Friday, March 30, 2012.

2. Communication from the Special Event Coordinator regarding a contract with the Drumbeaters to provide additional public relations support to the Wyandotte Street Art Fair.

3. Communication from the Special Event Coordinator and Director of Museums and Cultural Affairs regarding a contract with Integrity Shows to provide sponsorship assistance for the 2012 Wyandotte Street Art Fair.

4. Communication from the Special Event Coordinator regarding the contracts for FIFTY AMP FUSE to provide entertainment at the Wyandotte Street Art Fair on July 12, and July 13, 2012.

5. Communication from the Special Event Coordinator submitting a contract for the Animal Oasis mobile Zoo for the 2012 Wyandotte Kids Expo to be held June 2, 2012 in Bishop Park.

6. Communication from the City Engineer relative to the NSP2 program.

7. Communication from the City Engineer and City Administrator relative to the Wayne County Community Development Block Grant Program and the public hearing to take place on February 13, 2012.

8. Communication from the City Engineer and City Administrator regarding the sale of 936 Ford Avenue.

9. Communication from the City Engineer and City Administrator regarding the Bishop Park Transient Marina.

CITIZENS PARTICIPATION:

#### **REPORTS AND MINUTES:**

Downtown Development Authority Minutes

January 10, 2012

#### AUTOMATIC REFERRAL:

Request for assistance with the 41ST ST. STANISLAUS KOSTKA PARISH ANNUAL FESTIVAL to be held May 25, 26, 27, 2012. PERMISSION GRANTED for all requests as outlined in their communication. REFERRED TO: (POLICE, FIRE, DEPARTMENT OF PUBLIC SERVICE, ENGINEERING, RECREATION)

William R. Griggs CITY CLERK

Andrew Swiecki TREASURER

Colleen A. Keehn CITY ASSESSOR



COUNCIL Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

MAYOR Joseph Peterson

#### DOWNTOWN DEVELOPMENT AUTHORITY

January 31, 2012

The Honorable Mayor Joseph R. Peterson and Wyandotte City Council 3131 Biddle Avenue Wyandotte, Michigan 48192

RE: DIA INSIDE OUT WYANDOTTE

Dear Mayor and Council:

Downtown Wyandotte has been selected as one of the communities to participate in the Detroit Institute of Arts Inside Out Project. DIA Inside Out brings large format reproductions of masterpieces from the Detroit Institute of Arts collection to the streets of Metro Detroit. DIA Inside Out will visit Wyandotte from April through June of 2012. We plan to formally kick off the event on Friday, March 30<sup>th</sup>. Locations for artwork were selected by the DIA representative upon a recent site visit to the district. Tentative locations of artwork and installation type for pieces in the Downtown District are:

- 1. Wyandotte Museum, 2610 Biddle Avenue: Freestanding.
- 2. Biddle Gallery, 2840 Biddle Avenue: Masonry mount, north wall.
- 3. Wyandotte Arts Center, 81 Chestnut: Freestanding or wall mount (on south wall of St. Stephens, 2803 Chestnut).
- 4. Bishop Park: Freestanding.
- 5. Merrill Lynch, 2912 Biddle Avenue: Masonry mount, north wall.
- 6. Chase Bank lawn, 3200 Biddle Avenue: Freestanding.
- 7. Willow Tree, 3000 Biddle Avenue: Masonry mount, north wall.

The DIA will incur liability for the installation, insure the artwork in the event of theft or vandalism and repair mounting holes once the installation is removed. In addition the DIA will provide printed installation maps, marketing material, social media coverage, museum docents, tours, coordinated events and offer a Free Admission Day at the DIA for residents of The City of Wyandotte from April through June.

The Downtown Development Authority is pleased to welcome this exciting project to the downtown. The Planning Commission is in support of this temporary installation and we ask that City Council consider endorsement as well. Thank you in advance for your consideration.

Sincerely,

Natalie Rankine, RA Downtown Development Authority Director



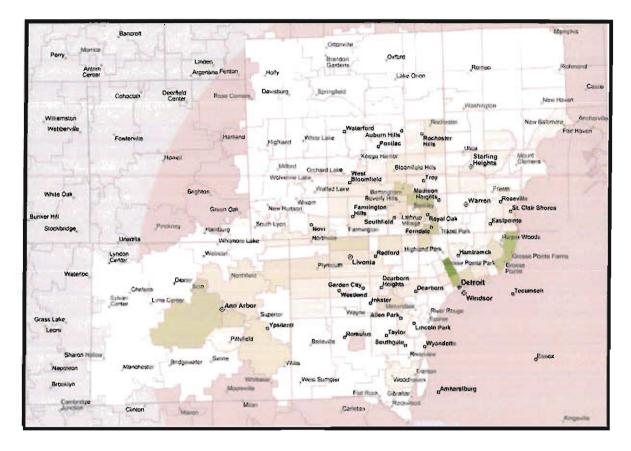
The Detroit Institute of Arts is bringing framed reproductions of eighty of its most famous works to the main streets and landmark outdoor spaces of Metro Detroit. By reimagining area cities and suburbs as a grand, open air gallery, the project aims to connect with audiences outside of traditional museum walls.



# 2011-2012 Project Scope

- 40 outdoor installations over the course of sixteen months, each consisting of five to seven framed reproductions from the DIA's collection, grouped in a one mile radius area
- Interpretive labels for each reproduction that connect the viewer to the legacy of the DIA's collection and it's role in Michigan history
- Printed installation maps onsite and interactive versions on the DIA website
- DIA social media coverage (Facebook, Flickr, Twitter), including meet-ups and geocaching events





This map shows the museum's attendance by zip code. The dark green indicates that most of our attendance is coming from Wayne County, more specifically from Detroit and Grosse Pointe. This information surprised us and made us realize that we are not as connected with our surrounding communities as most of us thought.

We hope to reconnect with our surrounding communities through this project.

# **Community Partners**

- Distribute information to prospective installation site owners, identify those willing to participate in the project
- Consult with the DIA Inside/Out site manager to review aesthetic and practical merits of installation site options
- Act as a liaison between the DIA and sites, work with owners to answer questions and secure installation agreements
- Research local government permit information, appearance review hearings, and any other steps needed to obtain any required city approval

# **Selecting Sites**

### Features to look for when selecting sites:

- Brick buildings in high-traffic pedestrian areas
- Unique buildings, brightly painted (or decayed) walls, and vintage vernacular architecture
- Sites that are significant to your community: local farmer's markets, monuments, libraries, parks and quirky, one-of-a-kind spaces
- Scenic landscapes, including scenes bordering lakes and rivers





# **Sizing Sites**

- Wall size and orientation are important. Portraits will look best on tall walls, while landscapes need enough wall space to not feel crowded
- Reproductions will come in three general sizes categories (small, medium, large) and each object package will have an assortment of sizes



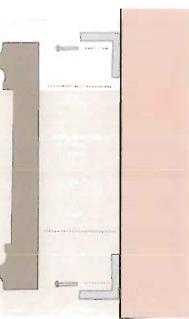


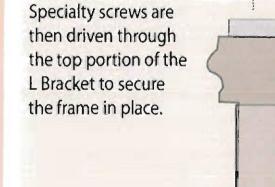


# Funding & Liability

- DIA will assume all responsibility for fabrication and installation of reproductions
- DIA will contract with a licensed signage company to install and remediate any hardware used to mount the reproductions
- DIA will provide liability coverage for installation work and for the duration of time reproduction is on display
- DIA will remove or replace any reproductions that are stolen or vandalized and will also remove reproductions at any time at owner's request

The frame will be mounted to the wall using a customized metal L Bracket and specialty screws. These screws are first driven through holes in the L Bracket into the mortar joint of the brick wall.





# Participation & Installation Agreements

- Participation Agreements are submitted by the Community Partner, indicate community commitment and preferred installation dates. Object packages and installation dates will be assigned by DIA after receipt of signed Participation Agreement
- Installation Agreements are submitted to the Community Partner and relayed to the DIA, indicate date and technical details of installation, owner contact information, object titles and statement of liability coverage



View of the Tiber in Rome with the Castel Sant'Angelo, 1743/44 Oil on canvas



Bernardo Bellotto Italian, 1722-80

Founders Society Purchase with funds from Mr. and Mrs. Edgar B. Whiteomb DIA NO 40.166

# **INSIDE OUT**

On the occasion of the 125th annoversary of the founding of the museum in 1885, the Denoit Institute of Arts, in partnership with SM/ART Editions, is hringing framed reproductions of forty of its most famous works to the main streets and landmark outdoor spaces of Wayne, Macorob, Oukland, and Washtenias counties. By reimagining metro Detroit as a grand, open air gallery, the project aims to connect with audiences outside of traditional museum walls. For more information about this artwork, the history of the DIA, or a map of all INSTIDE/OUT installation sites, visit www.alia.org. To purchase reproductions of works in the DIA's collection, visu the SM/ART Editions website at www.ArtDoneSmart.com.

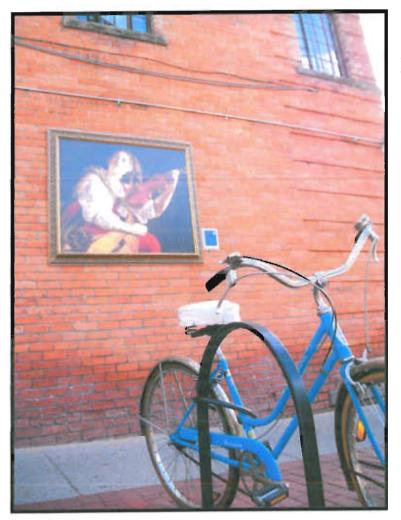




### Labels

# All reproductions will have labels that contain:

- Complete collection and donor information
- Interpretive text that engages the viewer with surprising ideas about the works of art, artists, or legacy of the DIA
- Foundation or corporate logo recognizing program underwriting



# Interpretive Programs

- Bicycle Tours
  Speakers Bureau Presentations
- Surprise Events

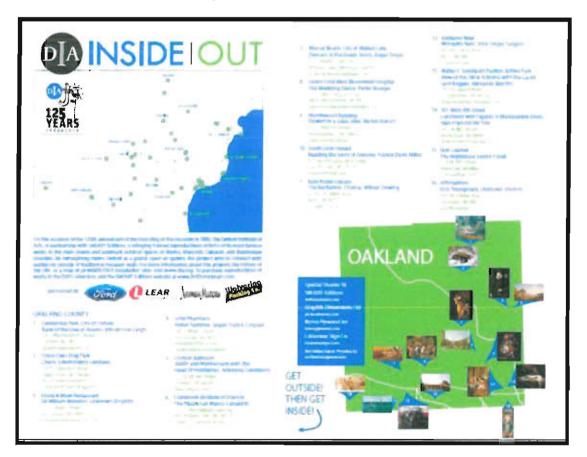
### Social Media Community

Inside/Out participants will be connected through the DIA's 25,000 member-strong Facebook, Flickr and Twitter accounts

Social media activities will include:

- Facebook and Twitter updates
- Photo sharing through Flickr
- Geocaching scavenger events
- On-site docent presentations
- Social media mixers

## Online & On-site Maps



# 2011-2012 Installation Dates

- 1st Round: Spring/Summer 2011 (June through August)
- 2nd Round: Summer/Fall 2011 (September through November)
- 3rd Round: Spring 2012 (April through June)
- 4th Round: Summer/Fall 2012 (July through September)

We will have four separate installations throughout the next 16 months. Participating communities will be asked to indicate their first and second preference for installation date.



# 2011 Calendar

April 28 - Community Partner Reception

- May 12 Participation Agreement Due
  - Identify the On-Site Curator, how many objects community can host, and calendar installation rounds in order of preference.
- May 19 Object Packages and installation rounds are assigned

June – 1st round Installation

August – De-Installation of 1st round

September - 2nd round Installation

December - De-Installation of 2nd round

# Installation: Step-by-Step

1) Participation Agreements for 2011 need to be submitted by May 12, 2011. In this proposal, please identify the Community On-Site Curator, choose your desired timeslot (and alternate), and indicate how many artworks (up to seven) your community can exhibit

2) We will review the information and assign you an object package by May 19, 2011. Object packages have been predetermined to aid the label writing process and on site programs. Object packages will be assigned later for communities proposing 2012 installations.

3) Select your sites! DIA staff will meet with each Community Partner to view the sites and answer any questions. Each location owner will complete an Installation Agreement prior to scheduling installation.

4) Free standing locations will be reported to MISS DIG prior to installation (MISS DIG will send individual utilities to the site to inspect for post installation).

5) Installation Day - a DIA staff member will be on-site with the signage contractor the day of installation and will verify all details before work begins.

6) De-Installation Day –a DIA staff member will be on site when the contractor removes the artwork and remediates the mounting hardware.

Planning Commission Meeting January 19, 2012

WHEREAS, on January 19, 2012, the Planning Commission of the City of Wyandotte, held a Public Hearing with proper notice, in accord with the requirements of Section 2000 of the City of Wyandotte's Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, to recommend to City Council that Stage 1 Preliminary Site Plan for the project at 2070 Biddle Avenue, Wyandotte, be accepted and approved subject to the revisions, requirements and the provision of additional information recommended by the City Engineer in his communication dated January 11, 2012, which is attached and the findings of the public hearing on January 10, 2012 as described in the minutes of the meeting, prior to submittal to the Commission for Phase II Final Site Plan Approval and the following additional conditions also be included:

- Parking requirements per the Zoning Ordinance for professional offices of doctors, dentist, veterinaries or similar professions, out-patient clinics require one (1) parking space for each fifty (50) square feet of usable floor area in waiting rooms and one (1) parking spaces for each examining room, dentist chair or similar use area and one (1) parking space for each two (2) employees. (Approval by the City Engineer.)
- 2. Revised landscape plan to be approved by Mr. Leman.

YES: Duran, Hovis, Krimmel, Lupo, Parker Schultz, Tavernier NO: None ABSENT: Eberts MOTION PASSED

#### PERSONS IN THE AUDIENCE:

No persons in audience.

#### SPECIAL ORDER:

Natalie Rankine, Downtown Development Authority Director presented a communication regarding the DIA Inside Out Wyandotte and explained the program to the Commission. The DIA Inside Out is where the DIA places artwork outside on buildings in the Downtown District. The art work will be up from April through June.

A MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Lupo to support the DIA Inside Out Program in Wyandotte. MOTION PASSED.

#### BILLS AND ACCOUNT:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Schultz to: Pay Beckett & Raeder for Planning Consultant fee for January 2012 in the amount of \$700.00 Hours for Secretarial Services: 12/02/11 – 12/21/11 7 Total Hours

YES: Duran, Hovis, Krimmel, Lupo, Parker, Schultz, Tavemier NO: None ABSENT: Eberts MOTION PASSED

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William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



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MAYOR Joseph Petersou

COUNCIL Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

#### HEATHER A. THIÈDE SPECIAL EVENT COORDINATOR DEPARTMENT OF RECREATION, LEISUR – AND CULTURE

February 6th 2012

Honorable Mayor Peterson and City Council Members 3131 Biddle Avenue Wyandotte, Michigan 48192

Dear Honorable Mayor Peterson and City Council Members:

The Recreation, Leisure and Culture Department staff is currently planning our special events for 2012. As you know, public relations are integral to the success of our special events. As a result, we seek to once again contract with Drumbeaters to provide additional public relations support. Please find attached a contract with Drumbeaters to provide promotional assistance for the 2012 Wyandotte Street Art Fair. Matt Lee, owner of Drumbeaters has been doing media advance for the last 13 years. Today, his company provides services to over 100 events, such as The Detroit International Jazz Festival, The Detroit Festival of the Arts, Motor City Casino and The Mitch Albom Show.

Drumbeaters will provide the Wyandotte Street Art Fair committee/ staff with activity reports tracking his work starting in mid-June. Mr. Lee is already working with local television stations to promote our fair and has confirmed these appearances. (Please see addendum A)

Mr. Lee will receive \$3,000 for his assistance with this year's fair. This fee will be paid from the Street Art Fair Expense account and has been approved by the Wyandotte Street Art Fair Committee and our City Manager.

Working with Mr. Lee gave us the opportunity to promote our fair to television stations that we were unable to reach in the past. Matt's knowledge and experience will benefit, not only the 2012 fair, but all special events for years to come. Please consider further endorsement of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

We appreciate your continued support of special event programming in the City of Wyandotte.

Thank you very inuch,

Heather A. Thiede Special Event Coordinator

# Drumbeaters Financial Agreement



Starting date We will begin work <u>March 12<sup>th</sup> 2012</u> on behalf of The City of Wyandotte's 2012 Street Art Fair.

**Project fee** The project fee is \$3000 for approximately 30 hours of public relations counsel. The project fee covers the following services: general public relations strategy development and preparation; client contact and meetings; media relations and placement; editing of news releases; and general public relations counseling. While we will devise a public relations and communications strategy, we cannot guarantee media placements or any other tangible results. Please refer to addendum A. We will provide you with activity/work reports so you can track the results. We will bill you one-half of the project fee at the beginning of the engagement, which will be the starting date. Half of the agreed amount will be paid at the signing of this contract with the remaining fee paid at the conclusion of the project.

Modification of agreement This document is intended to be a full and complete agreement between us. This agreement may be modified only in writing signed by both parties. We are pleased to have the opportunity to work with you. If this proposal agrees with your expectations, please acknowledge this agreement by signing and returning the enclosed duplicate agreement.

# Accepted for the City of Wyandotte

Name & signature of client\_\_\_\_\_Date\_\_\_\_\_

# Accepted for Drumbeaters

Matt Lee for Drumbeaters\_\_\_\_\_Date\_\_\_\_\_

## Addendum A

The following media outlets will be solicited by contractor for coverage:

- WJBK FOX 2 Spokesperson will group 10 or 12 items.
- WXYZ Artist will do active display of his or her product. Artist will also serve as spokesperson. Gift certificate will be given to station to raffle off.
- WDIV Spokesperson will group 6 to 8 items for segment. Gift certificate.
- WJR Spokesperson will appear on The Big Story. Musical act will appear as "house band" on Mitch Albom Show
- WWJ Newsradio- Spokesperson will provide event overview
- Detroit Free Press Play Tabloid, gift certificate
- Detroit News Go Tabloid, home-style tabloid
- Metro Times Event spotlight, gift certificate (Buzz Page)
- Real Detroit Weekly Event spotlight, Stage and Canvas

Event Announcement press release will be decimated by contractor who will serve as respondent.

Contractor will be on - site to traffic media for 2 hours on a day to be determined by client and contractor.

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



3) MAYOR Joseph Peterson COUNCIL

Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

#### HEATHER A. THIEDE SPECIAL EVENT COORDINATOR DEPARTMENT OF RECREATION, LEISURE AND CULTURE

February 6, 2012

Honorable Mayor Peterson and City Council Members 3131 Biddle Avenue Wyandotte, Michigan 48192

Dear Honorable Mayor Peterson and City Council Members:

The Recreation, Leisure and Culture Department staff is currently planning our special events for 2012. As you know, corporate sponsorship is integral to the success of our special events. Continuing our momentum with Integrity shows in 2011, we seek to again contract with Integrity Shows to provide additional sponsorship support. Please find attached a contract with Integrity Shows to provide sponsorship assistance for the 2012 Wyandotte Street Art Fair. Mark Loeb, owner of Integrity Shows has been producing indoor and outdoor events across the country since 1982. Today, his company provides services to over 200 events in 48 states, such as The Detroit International Jazz Festival, Funky Ferndale and The Detroit Festival of the Arts.

Integrity Shows will receive 30% of received gross sponsorship dollars for the fair as well as \$2,500 for their assistance in creating and updating the sponsorship program. This fee will be paid from the Street Art Fair Expense account and has been approved by the Wyandotte Street Art Fair Committee and our Department of Legal Affairs.

Integrity Shows will give us the opportunity to promote our fair to larger companies that we were unable to reach in the past. Integrity Shows knowledge and experience will benefit, not only the 2012 fair, but all special events for years to come. Please consider further endorsement of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

We appreciate your continued support of special event programming in the City of Wyandotte.

Thank vou verv much!

Heather A. Thiede Special Event Coordinator

Director of Museums and Cultural Affairs



This agreement is between Integrity Shows, PO Box 1070, Ann Arbor, MI 48106 (contractor) and the City of Wyandotte, 3131 Biddle, Wyandotte, MI 48192 (city) and concerns producing the 51<sup>st</sup> annual Wyandotte Street Art Fair (fair) July 11-14, 2012.

- 1) Contractor is responsible for finding family friendly sponsors for the fair.
- 2) City will pay contractor 30% of received gross sponsorship dollars for the fair. Sponsorship commission is due within seven days after the fair.
- 3) City will provide a list of current sponsors. Contractor agrees to approach these sponsors first for renewal before offering opportunities to new prospects.
- 4) Should city choose not to work with contractor in 2013, contactor will still be due 30% commission on renewals for that year. The following long term event supporters are excluded from this requirement: Renewal By Anderson; Hansons Windows; American Laser Center and Budwieser.
- Contractor and city agree to indemnify and hold each other harmless from any and all liability, claims, demands or requirements imposed by federal or state law arising from this Agreement.
- 6) Should city accept any "inkind" or other non cash sponsorship's arranged by contractor, commission will be based on an agreed to value of the sponsorship.
- 7) Contractor will make no representation, warranties or commitments binding the fair beyond the scale of this agreement, without the city's prior consent.
- 8) Both parties covenant, warrant and represent that they will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the each other with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, compilation processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever, unless required by law.
- 9) Service of any and all documents and papers may be made by First Class Mail, addressed to either party at the addresses listed in the Agreement.
- 10) The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.
- 11) This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.

- 12) There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.
- 13) If any provision of the Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- 14) It is understood that the contractor is not soliciting for charitable donations. Funds are solicited for promotional value, presense at the event and other marketing functions.
- 15) This Agreement shall be governed by the laws of the State of Michigan.

Consented and Agreed to for Integrity Shows by Mark Loeb

DATE\_\_\_\_\_

SIGNATURE\_\_\_\_\_

Consented and Agreed to for City of Wyandotte by \_\_\_\_\_

DATE\_\_\_\_\_\_SIGNATURE\_\_\_\_\_\_

Page 2

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph Peterson

COUNCIL Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

#### HEATHER A. THIEDE SPECIAL EVENT COORDINATOR DEPARTMENT OF RECREATION, LEISURE AND CULTURE

February 6, 2012

Honorable Mayor Joseph Peterson & City Council Members 3131 Biddle Avenue Wyandotte, Michigan 48192

Dear Honorable Mayor Joseph Peterson & City Council Members -

Please find attached the contracts for Fifty Amp Fuse to provide entertainment at the Wyandotte Street Art Fair on July 12<sup>th</sup> and 13<sup>th</sup> 2012. They will perform four (4) hour sets each night with a ten piece band. Due to their local draw having the band perform at the fair last year increased our beverage sales immensely.

The Street Art Fair Committee feels that this group will once again provide excellent entertainment and will help make our downtown a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various states who are attending our Art Fair.

We appreciate your approval of this contract and support of our Department of Recreation, Leisure & Culture events.

Sincerely yours

Heather A. Thiede Special Event Coordinator

# FILME

# ENGAGEMENT CONTRACT

Agreement between Steve Trudell Entertainment LLC and purchaser <u>Dept. of Recreation</u>, <u>Leisure and Culture, City of Wyandotte</u> in exchange for <u>\$13,000.00</u>. Steve Trudell Entertainment LLC agrees to provide the services of <u>Fifty Amp Fuse-10 members</u> on <u>July 12<sup>th</sup></u> <u>and July 13<sup>th</sup>, 2012</u> between the hours of <u>4 hrs TBD each day</u> at the location of <u>Wyandotte</u>, <u>MI</u>. The event is <u>The Wyandotte Street Art Fair</u> and the entertainer(s) attire will be <u>show</u> <u>attire</u>.

1. Purchaser shall pay <u>\$6,500.00</u> by check by <u>11/25/2011</u> to Steve Trudell Entertainment LLC as a deposit. This deposit is non-refundable. Balance of <u>\$6,500.00</u> shall be paid by check or cash upon the conclusion of the engagement to Steve Trudell Entertainment LLC.

2. Purchaser agrees to pay the full amount of contract regardless of weather conditions, acts of God extent of ticket sales or cancellation by purchaser.

3. Steve Trudell Entertainment LLC does not agree to provide any promotional services for this engagement.

4. Purchaser agrees to provide entertainer(s) parking, passes, stage, and basic production needs.

5. Entertainer(s) are independent contractors and are not agents of Steve Trudell Entertainment LLC. Steve Trudell Entertainment LLC is not liable for acts of the entertainer(s) including negligence. Purchaser will not seek indemnification or contribution from Steve Trudell Entertainment LLC for any losses incurred due to accidents, injuries or deaths arising from this engagement.

6. Any disputes arising under this agreement shall be governed by the laws of the State of Michigan.

For: City of Wyandotte

For: Steve Trudell Entertainment LLC



Please return 2-signed copies to:

Steve Trudell Entertainment LLC 328 Four Seasons Drive Lake Orion, Michigan 48360-2649 PHONE: 248.393.6900

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph Peterson COUNCIL Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

#### HEATHER A. THIEDE SPECIAL EVENT COORDINATOR DEPARTMENT OF RECREATION, LEISURE AND CULTURE

February 6th 2012

Honorable Mayor Peterson and City Council Members 3131 Biddle Avenue Wyandotte, MJ. 48192

Honorable Mayor Peterson and City Council Members,

Please find the attached contract for Animal Oasis mobile zoo for the 2012 Wyandotte Kids Expo to be held June 2nd in Bishop Park. We feel that the mobile zoo will once again enhance the event and be educational for all the children who attend. Please consider authorization of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

We appreciate your consideration and support of special event programming in the City of Wyandotte.

Should you have any questions, please do not hesitate to contact me.

Thank you very much,

Heather Thiede Special Event Coordinator

Attached: Contract



Event date(s): June 2, 2012	Start time:	<u>11 pm</u>	End time:	<u>3 pm</u>
Organization/Event: City of Wyandotte Kid	<u>s Expo, 3131</u>	Thir <mark>d Str</mark> eet, <sup>y</sup>	<u>Wyandotte</u>	<u>, MI 48192</u>
Contact person: Heather Thiede				
Contact phone: (734) 324-4502		Email: hthied	e@wyan.c	org
Contact cell phone:	Fax:			
Event location address:				
Price: \$ 1000.00 x 1 days = Total	\$100	0.00		
Special provisions/notes:				
*Please note: Payment in full is due on the day	of (or final day	of) event.		
⊠Petting Farm (32′ x 40′)  ⊠ Camel Rides (30′ x 3	80') 🔲 Exotic E	xhibit (85′ x 20′)	🔀 Bird Enco	unter (20' x 30')
Event holder shall supply:	Animal Oasis	shall supply:		
<ul> <li>Electricity: Two (2) 110v minimum, 30-50 amp service</li> <li>Water: access to water at ALL times; hook up at events over 2 days</li> </ul>	<ul> <li>Knowledgeable</li> </ul>	hy, unique, well-be and courteous staf are of this business, o	f	
Engagements are rain or shine and are guaranteed to take place, to contract. A cancellation fee of 100% of the event fee will be impose Enterprises, LLC maintains valld comprehensive general liability ins be used as an endorsement of any product, service, or event, with returned within 30 days of the Animal Oasis representative signate	ed if the event is can surance. Neither Anin out its prior written c	elled within 10 busine nal Oasis nor Strobel E	ess days of the sche nterprises, LLC's na	eduled event. Strobel ame or likeness may
Please return a signed copy of this contract to: Anim	al Oasis, 11936 H	logan Highway, C	linton, MI 492	36
I have read and agree to the terms of this contract.				
Signature:	Da	te:		_
Event Representative				
Signature: Donald Strobel		Date:	1-19-2012	
Animal Oasis Representative (Strobel Enterprises, L	.L. C., by Donald	Strobel, Member)	l	
Don Strobel Clinton, Ml.				

Clinton, MI. TheAnimalOasis.com Info@TheAnimalOasis.com 734-368-1649 or 517-456-4128



Event date(s): June 2, 2012	Start time:	<u>11 pm</u>	End time:	<u>3 pm</u>
Organization/Event: City of Wyandotte	e Kids Expo, 3131	<u>. Third Street</u>	, Wyandotte,	<u>MI 48192</u>
Contact person: Heather Thied	de			
Contact phone: [734] 324-4502		Email: hthie	de@wyan.o	org
Contact cell phone:	Fax:			
Event location address:				
Price: \$ 1000.00 x 1 days =	Total: <b>\$100</b>	0.00		
Special provisions/notes:				
*Please note: Payment in full is due on th	e day of (or final da	y of) event.		
🔀 Petting Farm (32' x 40') 🛛 🔀 Camel Rides (	30' x 30') 📋 Exotic	Exhibit (85' x 20'	) 🛛 Bird Encou	unter (20' x 30')
Event holder shall supply:	Animal Oasis	shall supply:		
<ul> <li>Electricity: Two (2) 110v minimum, 30-50 amp se</li> <li>Water: access to water at ALL times; hook up at events over 2 days</li> </ul>	<ul> <li>Knowledgeabl</li> </ul>	e and courteous si	behaved exotic and raff s, animals may be s	
Engagements are rain or shine and are guaranteed to take contract. A cancellation fee of 100% of the event fee will b Enterprises, LLC maintains valid comprehensive general lia be used as an endorsement of any product, service, or eve returned within 30 days of the Animal Oasis representative	e imposed if the event is car bility insurance. Neither Ani nt, without Its prior written	ncelled within 10 bus mal Oasis nor Strobe	iness days of the sche I Enterprises, LLC's na	duled event. Strobel me or likeness may
Please return a signed copy of this contract to	: Animal Oasis, 11936	Hogan Highway,	Clinton, MI 4923	6
I have read and agree ta the terms af this contr	act.			
Signature:	Da	ite:		-
Event Representative				
Signature: Donald Strobel Animal Oasis Representative (Strobel Enterpr	ises II C by Donald		te: <u>1-19-2012</u>	
			,	
Don Strobel Clinton, Ml.				

Clinton, MI. TheAnimalOasis.com info@TheAnimalOasis.com 734-368-1649 or 517-456-4128



Event date(s): June 2, 2012	Start time:	11 pm	End time:	<u>3 pm</u>
Organization/Event: City of Wyandotte Kids	<u>s Expo, 3131</u>	<u>Third Street,</u>	<u>Wyandotte</u>	, MI 48192
Contact person: Heather Thiede				
Contact phone: [734] 324-4502		Email: hthied	e@wyan.c	org
Contact cell phone:	Fax:			
Event location address:				
Price: \$ 1000.00 x 1 days = Total:	\$100	0.00		
Special provisions/notes:				
*Please note: Payment in full is due on the day	of (or final day	of) event.		
∑Petting Farm (32′ x 40′) ∑Camel Rides (30′ x 3	0') 🗌 Exotic 8	Exhibit (85' x 20')	🔀 Bird Enco	unter (20' x 30')
Event holder shall supply:	Animal Oasis	shall supply:		
<ul> <li>Electricity: Two (2) 110v minimum, 30-50 amp service</li> <li>Water: access to water at ALL times; hook up at events over 2 days</li> </ul>	Knowledgeable	thy, unique, well-be and courteous staf ure of this business, a	f	
Engagements are rain or shine and are guaranteed to take place, be contract. A cancellation fee of 100% of the event fee will be impose Enterprises, LLC maintains valid comprehensive general liability insi be used as an endorsement of any product, service, or event, withour returned within 30 days of the Animal Oasis representative signatu	ed if the event is can urance. Neither Anio put its prior written c	celled within 10 busine nal Oasis nor Strobel E	ess days of the sche nterprises, LLC's na	eduled event. Strobel Ime or likeness may
Please return a signed copy of this contract to: Anim	al Oasis, 11936 H	logan Highway, C	linton, MI 492	36
I have read and agree to the terms of this controct.				
Signature: Event Representative	Da	te:		-
			: <u> </u>	
Animal Oasis Representative (Strobel Enterprises, L.	L. C., by Donald	Strobel, Member	)	
Don Strobel Clinton, Ml.				

TheAnimalOasis.com Info@TheAnimalOasis.com 734-368-1649 or 517-456-4128

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph R. Peterson

COUNCIL Todd M. Browning James R. DeSana

James R. DeSana Sheri Sutherby Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

MARK A. KOWALEWSKI, P.E. CITY ENGINEER

January 31, 2012

The Honorable Mayor Joseph R. Peterson And City Council City Hall Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

Enclosed please find a letter from Gary Heidel, Executive Director, Michigan State Housing Development Authority's Neighborhood Stabilization Program 2 (NSP2) indicating that the City of Wyandotte's NSP2 area has been approved to include the Census Tract #2616580100, which is made up of the area north of Ford Avenue to the south side of St. Johns and the Railroad Tracks to west side of Biddle Avenue.

Very truly yours,

Marla. Koraht

Mark A. Kowalewski City Engineer

MAK:kr

Enclosure

cc: Jay Sarnacki, Sarnacki & Associates Kelly Roberts, Engineering Department Santina Daty, Engineering Department U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON, DC 20410-7000



DEC 2 3 2011

Gary Heidel Executive Director Michigan State Housing Development Authority 735 E. Michigan Ave P.O. Box 30044 Lansing, Michigan 48909

Dear Mr. Heidel:

The Department received the Michigan State Housing Development Authority's Neighborhood Stabilization Program 2 (NSP2) amendment request dated December 12, 2011. The Michigan State Housing Development Authority was awarded a NSP2 grant of \$223,875,399 from the Department to address blight and vacancy problems across the city's target area.

The City has requested the following amendment:

1.) Add three census tracts to the target area: 26163553400, 26163553800, and 26163580100

The Neighborhood Stabilization Program, authorized by the Housing and Economic Recovery Act of 2008 (HERA), provided \$3.92 billion (NSP1) in emergency assistance for the redevelopment of abandoned and foreclosed homes allocated on a formula basis to all states and 255 local governments. The American Recovery and Reinvestment Act of 2009 (Recovery Act) authorized an additional \$1.93 billion (NSP2), which the Department allocated through a competitive process among states, units of general local government, nonprofit entities, and consortia of nonprofit entities.

NSP2 is regulated by the above statutes as well as the Notice of Funding Availability (NOFA) for NSP2 which states that: "No amendment to an approved application may be made unless HUD rates the approved application as amended and it scores high enough to have been selected for funding under the NSP2 competition." HUD convened an NSP2 Amendment Panel and reviewed the Michigan State Housing Development Authority's NSP2 amendment request and justification. The Panel discussed each of the six NSP2 rating factors and examined how a change in the area of greatest need targeted by the State would affect each rating factor.

The Panel determined that the substantial amendment to the Michigan State Housing Development Authority Consortium's NSP2 action plan would keep the grantee in the fundable range of scores, and thus the addition of three census tracts is approved.

Please contact Stanley Gimont, Director, Office of Block Grant Assistance, at (202) 708 – 3587 if you have any questions.

Sincerely,

lay

Volanda Chávez Deputy Assistant Secretary for Grant Programs

www.hud.gov

#### PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the Neighborhood Stabilization Program 2 (NSP2) is hereby received and placed on file.

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William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph R. Peterson

COUNCIL Todd M. Browning James R. DeSana Sheri Sutherby Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

MARK A. KOWALEWSKI, P.E. CITY ENGINEER

February 1, 2012

The Honorable Mayor Joseph R. Peterson And City Council City of Wyandotte

Dear Mayor Peterson and Council Members:

In order to meet the requirements of the Wayne County Community Development Block Grant Program, it will be necessary to hold a Public Hearing for proposed use of the 2012-2013 CDBG Funds. The purpose of the Public Hearing is to receive comments and suggestions on the expenditure of the 2012-2013 Community Development Block Grant Funds. These funds will be utilized from July 1, 2012 through June 30, 2013.

The Notice of Public Hearing should be scheduled for February 13, 2012, and the Statement for the possible use of CDBG Funds for the 2012-2013 Wyandotte Block Grant Program is attached.

Very truly yours,

Morta, Hourt 1

Mark A. Kowalewski City Engineer

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Todd A. Drysdale City Administrator

MAK/TAD:kr

#### CITY OF WYANDOTTE NOTICE OF PUBLIC HEARING AND STATEMENT OF OBJECTIVES & PROPOSED USE OF FUNDS

A Public Hearing will be held immediately following the regular session of the Mayor and Council on Monday, February 13, 2012, at 7:00 P.M. in the Council Chambers of the Wyandotte City Hall, 3131 Biddle Avenue, Wyandotte, Michigan. Purpose of the Hearing is to receive suggestions or comments for the 2012-2013 Community Development Block Grant Program. The City of Wyandotte expects to receive an estimated \$143,219 in funding. In addition, the City also plans to request Housing Rehabilitation funds in the amount of \$30,000 and anticipates receiving \$20,000 for Housing Rehabilitation through revolving funds.

The primary objectives of the Community Development Program are to assist low to moderate income families directly or provide benefits in areas where 51% of the residents are low to moderate income, such as replacing the urban infrastructure of streets, improve recreational facilities and programs and assist in meeting special needs of the physically disabled.

#### Potential Projects and Estimated Amounts:

LOCATION BY TRACT/BLOCK		ACTIVITY	<u> AN</u>	<u>MOUNT</u>
All streets located in "Income Qualified Areas" Census Tract 5806, Block Group 2		Street Improvements: Repair inadequate portions of concrete and asphalt pavement and curbs		26,490
Pennsylvania to Biddle to Fort	North Drive	Public Service:	\$	3,000
	Information Center	\$3,000.00		
Pennsylvania to Biddle to Fort	North Drive	Housing Rehabilitation	\$	30,000
		Administration	\$_	13,729
		TOTAL:	\$	175,690

William R. Griggs, City Clerk

P.O. No. 020212 Publish: February 10 + 12, 2012The News Herald

PLEASE SUPPLY US WITH AN AFFIDAVIT OF NOTICE OF PRINTING.

Posted on Community Board from 02/07/12-02/28/12 Run on City Wide Information Channel 02/07/12-02/28/12

#### RESOLUTION

RESOLVED by the City Council that Council hereby approves the recommendation of the City Engineer and City Administrator to set a Public Hearing for proposed uses of Community Development Block Grant funds for Monday, February 3, 2012.

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR





MAYOR Joseph R. Peterson

COUNCIL Todd M. Browning James R. DeSana Sheri Sutherby Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stee

MARK A. KOWALEWSKI, P.E. CITY ENGINEER

January 30, 2012

The Honorable Mayor Joseph R. Peterson And City Council Members City Hall Wyandotte, Michigan 48192

> Re: 936 Ford Avenue Wyandotte, Michigan 82' x 162'

Dcar Mayor Peterson and City Council Members:

This letter is to request your approval to advertise the property at 936 Ford Avenue "For Sale". This Department has had several inquiries to sell this property. A sign would be placed on the property indicating the property is being sold for \$13,120.00 (\$160 x 82). The property is zoned B-1, (Neighborhood Business District) which allows executive, administrative, professional and sales offices, medical and dental offices, banks, funeral homes, churches, municipal and public utility offices, retail businesses which supplies commodities on the premises for persons residing in adjacent residential areas, such as groceries, meats, dairy products, baked goods or other foods, drugs, dry goods and notions, or hardware, full service restaurants, but not including bars, drive-in, or drive-through restaurants, shoe repair, tailor shops, beauty parlors and barber shops.

An advertisement would be placed on the City's website, cable and a sign placed on the building.

This property will be advertised for two (2) weeks. The Land Sales Committee will review all proposals received and forward a recommendation for the best use to your Honorable Body for approval.

If you concur with this, the attached Resolution will, authorize the City Engineer to proceed with advertisement.

Very truly yours.

Mark A. Kowalewski

City Engineer

MAK:kr

Attachment cc: TIFA

Approved by Todd A. Drysdale, City Administrator Spinsolaly 3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org • www.wyandotte.net

### COMMERCIAL BUILDING FOR SALE 936 FORD AVENUE WYANDOTTE, MCIHIGAN 48192

### Lot Size:

82' x 162' - 1,672. Square foot single story concrete block building. 3,800 square feet of outside parking area that will need to be paved.

### Allowable Uses:

Executive, administrative, professional and sales offices, medical and dental offices, banks, funeral homes, churches, municipal and public utility offices, retail businesses which supplies commodities on the premises for persons residing in adjacent residential areas, such as groceries, meats, dairy products, baked goods or other foods, drugs, dry goods and notions, or hardware, full service restaurants, but not including bars, drive-in, or drive-through restaurants, shoe repair, tailor shops, beauty parlors, or barber shops.

#### Sales Price:

Minimum Sales Price is \$13,120 Cash. The City will consider terms on the sales price.

Purchaser will be responsible for paying closing cost, i.e., title insurance premium, recording fees and Wayne County Mapping fees will be due at time of closing.

## Requirements If Proposal is Accepted:

Certificate of Occupancy will be required to be completed by proposed purchaser. Cost of the Certificate of Occupancy will be \$30.00.

Once the Certificate of Occupancy is approved by the Engineering Department, a Commercial Inspection will be required along with an escrow to be placed with the Engineering Department. Escrow to be determined when inspection is completed. Cost of inspection will be \$200.

#### **Environmental Reports:**

The City of Wyandotte has performed a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment and NESHAP Asbestos and Limited Hazardous Materials Survey for this property. These reports and testing were completed by TTL Associates, Inc. and are available for viewing in the Engineering and Building Department.

	FORM TO ACQUIR	E 936 Ford Aven	ue
		Date:_	
TO:	The Honorable Mayor and City Council City Hall Wyandotte, Michigan		
RE:	File No.	DUE DATE:	Monday, February 27, 2012
THE	UNDERSIGNED HEREBY CERTIFY AS	FOLLOWS:	
	INSPECTION: Familiarity with the prese	nt condition of p	remises.
	COMPREHENSION: Understanding that Council approval prior to closing	Purchase Agreer	nent is subject to the Wyandotte Cit
	PURCHASE PRICE : \$		Dollars
	(\$		)
	DEPOSIT: One Percent (1%) of above an Make check payable to the City of Wyandotte.	nount enclosed. (	Check No
	Proposed Use of the property:		
	Attach additional pages if necessary.		
SIGNA	ATURE:		
NAME			
ADDR	Please print		
NDDK	Please print		
	Please print		
DI			
rnone	:		

## PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer dated January 30, 2012, regarding the sale of the City owned property at 936 Ford Avenue, Wyandotte for \$13,120.00 for allowable uses in a B-I Zoning District.

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William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR seph R. Peterson

COUNCIL Todd M. Browning James R. DeSana Sheri Sutherby Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

MARK A. KOWALEWSKI, P.E. CITY ENGINEER

January 25, 2012

The Honorable Mayor Joseph R. Peterson And City Council City Hall Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

The City has received a Permit from the Michigan Department of Environmental, Quality Water Resources Division to perform dredging for the Bishop Park Transient Marina.

Therefore, this communication is to request your authorization to enter into contract with Soil and Materials Engineers, Inc. (SME) to provide consulting services to support dredging of contaminated sediments from the Detroit River, offshore from Bishop Park. This will be done in two (2) phases. The first phase will include providing Brownfield Grant consulting, Brownfield administration and preparing sediment dredging bid plans and specifications. The second phase will include conducting environmental sampling to support project planning, monitoring compliance with environmental controls during dredging, monitoring contractor work progress and compliance with project plans, and preparing a final project summary report. The cost for Phase I is \$41,200.00 and the cost for Phase II \$51,800.

These costs will be paid for by a Sub-Grant Agreement with the Downriver Community Conference (DCC) Downriver Brownfield Consortium (DABC), American Recovery & Reinvestment Act (ARRA) Grant.

If you concur with this communication the attached Resolution will authorize the City Engineer to execute the Proposal from SME.

Very truly yours,

Mont a, Komh

Mark A. Kowalewski City Engineer

MAK:kr

Enclosure

Reviewed by Todd A. Drysdale, City Administrator\_Supple\_\_\_\_

cc: DDA TIFA Paul Petersen, Harbor Program Manager Dan Cassidy, SME Bernie Fekete, JJR Melanie McCoy, Municipal Service Paula Boase, DCC, DABC Michael Gifford, EPA-Region V

3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wyan.org • www.wyandottc.net



Soli and Materials Engineers, Inc. The Kramer Bullding 43980 Plymouth Oaks Blvd. Plymouth, MI 48170-2584

> le! (734) 454-9900 (ax (734) 454-0629 www.sme-usa.com

Kenneth W. Kramer, PE Founder

Mark K. Kramer, PE Timothy H. Bedenis, PE Geraid M. Belian, PE Chuck A. Gemayel, PE James M. Harless, PhD, CHMM Larry P. Jedele, PE Cheryl A. Kehros-Dletrich, CGWP Edwerd S. Lindow, PE Gerard P. Madoj, PE Timothy J. Mitchell, PE Robert C. Rabeler, PE Daniel O. Roeser, PG

Christopher R. Byrum, PhD, PE Daniel R. Cassidy, CPG Andrew J. Emmert, CPA Sheryl K. Fountain, SPHR Michael E. Gase, CWI, ASNT III Davie J. Hurlburt, PE Laurel M. Johnson, PE Jettery M. Krusinga, PE, GE Michael S. Meddock, PE Mark L. Michener, LEED GA, CDT Louis J. Northouse, PE Bradiey G. Paristo, PE Rohan W. Perera, PhD, PE Joel W. Rinkel, PE Jason A. Schwartzenberger, PE Larry W. Shook, PE Thomas H. Skotzke Michael J. Thelen, PE Keith D. Toro, PE John C. Zarzecki, CET, COT, NDE

October 26, 2011 (Revised January 30, 2012)

Mr. Mark A. Kowalewski, P.E. City Engineer City of Wyandotte 3131 Biddle Avenue Wyandotte, Michigan 48192

Transmitted via electronic mail: mkowalewski@wyan.org

RE: Proposal for Consulting Services Sediment Dredging Project Offshore at Bishop Park Wyandotte, Michigan SME Proposal No. P02820.11

Dear Mr. Kowalewski:

Soil and Materials Engineers, Inc, (SME) prepared this proposal to provide consulting services to support dredging of contaminated sediments from the Detroit River, offshore from Bishop Park in Wyandotte. SME understands the primary purpose of the dredging is to accommodate construction of a future marina for transient boaters. SME's proposed services are based on our current understanding of the project structure and requirements, gained through discussions with you, JJR, Inc. of Ann Arbor, Michigan (JJR), the Michigan Department of Environmental Quality (MDEQ), and the U.S. Environmental Protection Agency (USEPA). SME's services will consist of two phases of work. The first phase will include providing Brownfield Grant consulting and administration and preparing sediment dredging bid plans and specifications (i.e. pre-bid activities). The second phase will include conducting environmental sampling to support project planning (if necessary), monitoring compliance with environmental controls during dredging, monitoring contractor work progress and compliance with project plans, and preparing a final project summary report.

The funding source for SME's and JJR's services described in this proposal will be a subgrant from the Downriver Community Conference (DCC), funded through the DCC's American Recovery and Re-Investment Act Brownfield Revolving Loan Fund (RLF) Grant. The costs for SME's and JJR's services are eligible for reimbursement from the RLF subgrant. SME understands the total available grant funds, as of September 30, 2011, was \$560,595. SME will develop an engineer's estimate to complete the project, but the actual cost will not be known until competitive project bids are received from contractors. SME will not recommend proceeding with Phase 2 unless it can be completed within the available funds, including an appropriate contingency.

The costs included in this proposal were estimated based on the information known at the time of proposal preparation. Our detailed proposed scope of services and estimated fee are provided below.

OFFICES Indiana Michigan Ohio

consultants in the geosciences, materials, and the environment

<sup>© 2012</sup> soil and materials engineers, inc

#### SCOPE OF SERVICES

SME's scope of services for this project is divided into Phase 1 and Phase 2. Phase 1 includes pre-bid activities, including preparation of bid plans and specifications; Phase 2 includes activities once the City of Wyandotte selects a contractor and the project is awarded. Further information about SME's scope of services is presented below.

#### Phase 1 – Pre-Bid Activities

#### **Brownfield Consulting and Project Administration**

SME will continue working with the City to help ensure the response activities and costs associated with the project are expended in a cost effective manner and are appropriate for reimbursement under USEPA's RLF Grant program. SME's services will include assisting with necessary approvals from the City, MDEQ, and USEPA to use the grant funds. This assistance will include attending City Council and DCC meetings; performing grant cost tracking; and providing support for preparation of required MDEQ and USEPA brownfield grant documentation.

SME will continue communicating with and responding to MDEQ personnel to facilitate issuance of the joint MDEQ/Army Corps of Engineers dredging permit.

#### Prepare Sediment Dredging Bid Plans and Specifications

SME will prepare the sediment dredging bid plans and specifications (plans) that will be sufficient to bid the project. SME will subcontract JJR to assist with the plans and their proposal to SME is attached for reference. An opinion of cost will be provided with the plans. SME will respond to requests for input from contractors; and issue addenda as needed during bidding.

SME assumes the City will manage the bid process and select the contractor; however, SME will be available to assist in evaluating the bids with respect to contractor qualifications and overall project budget. SME will not recommend proceeding with Phase 2 unless it can be completed within the available funds, including an appropriate contingency.

#### Phase 2 - Dredging Monitoring Activities and Project Administration

#### SME Monitoring Activities

SME will conduct up to ten (10) site visits during dredging to observe and document the contractor's activities and adherence to project requirements regarding cnvironmental controls outlined in the dredging permit. It is the responsibility of the contractor to comply with project requirements, including turbidity control and monitoring, and to properly respond if results of turbidity monitoring exceed permissible limits. SME will review logged turbidity data and discuss the results with you and the contractor on a weekly basis.

As part of their subcontracted services to SME, JJR will review shop drawings during dredging and conduct up to ten (10) site visits to observe construction for compliance with the plans. Please refer to JJR's attached proposal for additional and detailed information pertaining to their Phase II proposed scope of services.



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#### Potential Sediment Sampling

If required to support project planning, SME will conduct scdiment sampling during dredging operations. SME anticipates up to six 8-hour field days, collection of up to six sediment samples, and submission of the samples to an accredited laboratory for analysis of total polychlorinated biphenyls (PCBs). SME assumes the sampling will be conducted from the contractor's barge by manually driving sampling tubes (e.g. PVC pipe or acetate liners). The target interval for each sediment sample will be the upper one foot of the final exposed dredge surface.

#### Summary Reporting and Project Administration

SME will continue to provide the Brownfield Consulting and Project Administration discussed in the scope of service for Phase 1. In addition, SME will monitor contractor work progress and compliance with project plans and review contractor applications for payment. Based on our review, SME will provide the City with recommendations for approval, denial, or approval with modification of the payment applications.

SME will prepare a summary report documenting our observations during dredging and other activities performed. SME anticipates the report will also include a summary of total dredged sediment volume, copies of sediment disposal tickets/receipts, and turbidity monitoring results. If sediment sampling is conducted, sediment sampling activities and chemical analysis results will be summarized in the report.

#### FEE ESTIMATE

The total estimated fee for Phase I is \$41,200. This Phase I fee includes \$24,200 for JJR's subcontracted services with SME's 10% markup.

The total estimated fee for Phase 2 is \$51,800. This Phase 2 fee includes \$25,300 for JJR's subcontracted services with SME's 10% markup. This fee also includes approximately \$7,000 for SME to conduct sediment sampling. If sediment sampling is not required, the Phase 2 fec is \$44,800.

The total estimated not-to-exceed project fee (Phase 1 and Phase 2) is \$93,000.

SME's project fces will be invoiced approximately monthly on a time and materials basis in accordance with SME's current fee schedule FS:0 (01/10-Bishop Park). SME's fees will include JJR's subcontracted fees, plus a 10% markup. JJR's fee schedule is included in their proposal for reference. SME's services will be provided in accordance with the terms and conditions of our General Conditions (GC: 01/09), which are an integral part of this proposal.

Please note that following completion and full payment of Phase 1 activities, the contractor's bids may exceed the available grant funds and further funding sources may be required to complete Phase 2. Payment for Phase 1 shall not be contingent upon adequate available grant funds for completion of Phase 2.

Please also note the total project fee does not include collecting information required by the Davis-Bacon Act (e.g. contractor employee interviews and review of certified payrolls). This proposal assumes the City will collect the necessary information to comply with Davis-Bacon requirements throughout the course of the project.



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SME's fee does not include obtaining disposal approval or permits for the dredge spoils. It will be the contractor's responsibility to obtain the necessary disposal permits/approvals. SME will share available chemical analysis results with the contractor as needed or as requested.

If during the course of performing the referenced scope of services, additional services are necessary, SME will notify you. Additional services will not be provided without your written authorization.

#### SCHEDULE

Phase 1 will be completed by March 15, 2012. Pending satisfactory bid acceptance and contractor schedule, dredging could begin July 1, 2012. SME will communicate project progress with you on an on-going basis through completion and closeout of the project.

#### AUTHORIZATION

Please sign the General Conditions in the space provided and return a copy for our records.

If you have any questions regarding the proposed scope of services, please contact us. SME appreciates the opportunity to be of service to you.

Sincerely,

SOIL AND MATERIALS ENGINEERS, INC.

Paul D Roberts

Senior Geologist

Daniel R. Cassidy, CP

Senior Project Ocologist

Attachments:SME Fee ScheduleFS:0 (01/10-Bishop Park)SME General ConditionsGC (1/09)JJR Proposal, dated October 26, 2011 (Revised January 10, 2012)

T:\PROP\2011\P02820.11.DOC.



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## ATTACHMENTS

## SME FEE SCHEDULE FS:0 (01/10-BISHOP PARK)

## SME GENERAL CONDITIONS GC (1/09)

## JJR PROPOSAL, DATED OCTOBER 26, 2011 (REVISED JANUARY 10, 2012)



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## FEE SCHEDULE PERSONNEL AND EXPENSES

## PERSONNEL

Technician I	Per Hour 40.00
Technician II	
Technician III	
Technician IV	
NDT Techrucian	

#### Minimum 4 Hours Per Day for Technicians

Field Engineer/Geologist	Per Hour 70.00
Staff Engineer/Geologisl, Materials Specialist, Environmental Specialist	
Senior Engineer/Geologist, Senior Materials Specialist, Senior Environmental Specialist	Per Hour 95.00
Project Engineer/Consultant, Materials Consultant	Per Hour 110.00
Senior Project Engineer/Consultant, Project Manager	Per Hour 135.00
Senior Consultant, Senior Project Manager, Certified Industrial Hygichist	Per Hour 155.00
Principal Consultant	Per Hour 185.00
Laboratory Technician	Per Hour 65.00
CAD	
Drafter	
Log Processor	Per Hour 55.00
Word Processing, Administrative Assistant	Per Hour 48.00
Communication Fee (Postage, Shipping, Faxes, Cell Phones, etc)	3% of Personnel Fees

Overtime rate (Applies to all work in excess of 8 hours per day,
before 8:00 am or after 5:00 pm Monday through Friday or
anytime Saturday, Sunday, or Holiday)Standard Rate x 1.5

#### TRANSPORTATION AND EXPENSES

Transportation Charge, SME or Private Vehicle	
Lodging, Subsistence, Out-of-town Travel	
Subcontract Expenses, Equipment Rental	At Cost + 10%
Direct Expenses (Film, Photos, Prints, Permits, Maps, etc).	At Cost + 10%
Extra Copies of Report (normal distribution is 3 copies)	Per Copy 50.00
Blueprints	-
Blueprint Sepia	Per Shcet
Other Services including Drilling, Special Equipment use, and	
Special Laboratory Testing	See Appropriate Fee Schedule

Other services not listed will be provided upon request

#### GENERAL NOTES

- 1. Hourly rates will be charged for time spent in the interest of the project, in preparation of reports, as well as travel time to and from the job site. Fees for laboratory tests include reporting of rouline results without comments, recommendations or conclusions. Discussion, interpretation, and consultation are charged at appropriate hourly rates.
- 2. SME representatives may provide observation and field-testing. The scope of services does not include job or site safety, supervision, or direction of the actual work of the contractor. The presence of SME on the job site should not be constructed to relieve the contractor in any way of his obligations and responsibilities under the construction contract.
- 3. SME General Conditions govern all the work performed.

FS:0 (01/10-Bishop Park) Page 1 of 1 Effective Date January 1, 2010 through December 31, 2010



consultants in the geosciences, materials, and the environment

## SME GENERAL CONDITIONS

- In this Agreement, the party agreeing to have the services performed is the "Client" The Client's client shall be referred to as the "Owner" Unless expressly stated otherwise, Soil and Materials Engineers, Ine., its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME."
- 2. SME will submit invoices to Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the Client and is past due 30 days from date of the invoice. Client agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants Client and Owner a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to Client, Owner or third parties for unauthorized use of it's instruments of services.
- 4. SME will retain pertinent records relating to the services performed for Client for a period of time consistent with SME's File Management Plan, a copy of which will be provided to Client upon request. During that period, the records will be made available to the Client at reasonable times At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records

## 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.

- 6 Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the project for more than 3 months. In the event of termination, Client will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with Client prior to litigation when collecting fees legally owed by Client.
- 8. If Client and SME agree no additional services gives SME other thanwritten authorization towill proceed with services after receiving SME's written proposal, without written authorization. Client agrees to accept the proposal for additional services, including these General Conditions, as the Agreement governing SME's <u>additional</u> services and the relationship between the parties.
- Such acceptance based on other than written authorization is effective except for those provisions that Client-objects to in writing within 7 days following the other than written authorization

- 9. SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide Client with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from aets of Client, its agents, staff, and other eonsultants employed by Client.
- 10. In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, Client agrees to limit all potential liability of SME to Client, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to Client, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the project, whichever is greater. The Client understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.
  - a) Client further agrees that it will require all of its contractors and eonsultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this project.
  - b) Client further agrees that it will require all of its contractors and subcontractors defend and indemnify Client and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense eaused by the sole negligence or fault of SME
- 14 Fo the fullest extent permitted by law. Client shall defend and indemnify SME from and against all claims, damages, losses and expense...meluding reasonable attorney less, arising out of the performance of SME's services or the materials of others in connection with the project regardless of whether or not such claim, damage, loss or expense is caused in part by SME, provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence of SME.
- 12 Notwithstanding any period of fimitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events (ii) the date of Client's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.
- 13 If SME provides services at the request of Client, in addition to those described in the scope of work contained in SME's proposal, Client agrees that these general conditions including the general notes on the fee schedules shall apply to all such additional services.
- 14 In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or hability between Chent and SME will survive the completion of the services and the termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party. This Agreement includes SME's Fee Schedule(s), and any notes thereon, these General Conditions and other documents incorporated herein. This Agreement constitues the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on Client's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan

PROPOSAL ACCEPTED BY	':	BILLING ADDRESS	
Signature	Date	Street	
Printed Name	Title	City / State	
Сотрану	/	Zip Code	

mak

SME General Conditions - Commercial (1/09), revised

# **SMITHGROUP JJR**

#### Attachment A - Scope of Services

#### WYANDOTTE ENVIRONMENTAL DREDGING PROJECT FOR BISHOP PARK

October 26, 2011 (Revised January 10, 2012)

#### **Basic Scope of Services**

It is understood that the City of Wyandotte (CITY) has been awarded a grant for environmental dredging needed for the proposed Bishop Park Transient Marina and has engaged SME, Inc. as its primary consultant for the project.

It is understood that JJR has been asked by SME to provide civil engineering services to support SME's contract with the CITY for environmental dredging of the Detroit River to accommodate a future marina as described as Plan B1 in JJR's Transient Marina Study dated February 4, 2009.

It is understood that that the CITY will prepare and provide the bidding and construction terms, conditions, general conditions, special provisions, etc.

It is understood that SME has performed environmental/geotechnical investigations and, from those investigations, SME will provide JJR with detailed recommendations for dredging and environmental control measures. JJR will then prepare preliminary construction plans and specifications for dredging work, including turbidity control and dredge disposal requirements. SME will then review the plans and specification to assure proper interpretation and representation of environmental requirements. When JJR receives SME's approval with or without modifications or corrections, JJR will issue final dredging plans and specifications for bid.

Based on the above JJR proposes the following basic scope of service for "Phase 1 – Construction Plans and Specifications" and "Phase 2 – Construction Administration"

#### Phase 1 – Construction Plans and Specifications

To accomplish the above goals, JJR anticipates the Construction Drawings may include the following:

- Cover Sheet
- Survey Plan, based on hydrographic survey dated January 30, 2009
- Site Preparation, including Construction Access and Staging Plan
- Dredging Plan and Cross Sections (at 50 foot stations)
- Turbidity Control Plan

And the Construction Specifications may include the following:

- Site Preparation, including Construction Access and Staging
- Dredging
- Turbidity Control

# **SMITHGROUPJJR**

ATTACHMENT A - SCOPE OF SERVICES WYANDOTTE ENVIRONMENTAL DREDGING PROJECT FOR BISHOP PARK October 26, 2011 (Revised January 10, 2012) Page 2

During the design phase JJR will attend up to two meetings with SME, the CITY or others.

JJR, with input from SME and SME selected contractors, will prepare an engineer's opinion of probable construction cost for the proposed Construction Plans and Specifications.

#### Phase 2 – Construction Administration

During Bidding JJR will respond to request for information and, if needed, will prepare an addendum to the technical requirements contained in its Plans and Specifications.

During Construction, JJR will:

- Review shop drawings and submittal for compliance with the Construction Plans and Specifications
- Respond for RFI's regarding the Construction Plans and Specifications
- Make up to ten visits to the construction site to observe construction for compliance with the Construction Plans and Specifications
- Render an opinion on Contractor applications for payment

#### Schedule

JJR is prepared to begin work upon receipt of a fully executed agreement and will complete the preparation of Construction Plans and Specifications for final issue to the C(TY of Wyandotte within five weeks.

#### **Remuneration for Basic Services**

Remuneration to JJR for the performance of the SERVICES and in accordance with the Conditions of this Agreement shall be compensated on an hourly basis per the attached Standard Fee and Reimbursement Schedule.

The total labor fee and reimbursable costs for **Phase 1 – Construction Plans and Specifications** shall not exceed **\$22,000** (twenty two thousand dollars).

The total labor fee and reimbursable costs for Phase 2 – Construction Administration shall not exceed \$23,000 (twenty three thousand dollars).

#### Extra Services

In addition to the above services, JJR would be pleased to provide Extra Services that are requested by the SME or the CITY. Labor and reimbursable expenses for services in addition to those described above, shall be compensated in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR. Attached is JJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

## SMITHGROUPJJR ATTACHMENT A - SCOPE OF SERVICES

WYANDOTTE ENVIRONMENTAL DREDGING PROJECT FOR BISHOP PARK

October 26, 2011 (Revised January 10, 2012) Page 3

- Providing services to investigate in the work of independent consultants or construction manager retained by the SME or the CITY.
- Revising drawings, specifications or other documents when the revisions are inconsistent with
  written approvals or instructions previously given; required by the enactment or revision of
  codes, laws or regulations subsequent to the preparation of such documents; and/or due to
  other causes not solely within JJR's control.
- Preparing drawings, specifications, supporting data and providing other services in connection with change orders required due to causes not solely within JJR's control.
- Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor.
- Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to JJR. Coordination of and delivery of record drawings to the SME or the CITY from the Contractor shall be a part of JJR's basic services.
- Providing services after issuance to the SME or the CITY of the final Certificate of Payment, or in the absence of a final Certificate for Payment, more than sixty days after the date of substantial completion of the work, provided the delay is not caused by JJR.

# **SMITHGROUP JJR**

Standard Fee and Reimbursement Schedule JJR, LLC Ann Arbor, Michigan July 01, 2011

#### PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4 Principal/ Level 3 Principal/Level 2 Principal/Level 1 Professional Staff/ Level 10 Professional Staff/ Level 9 Professional Staff/ Level 8 Professional Staff/ Level 7 Professional Staff/ Level 6 Professional Staff/Level 5 Professional Staff/ Level 4 Professional Staff/ Level 3 Professional Staff/ Level 2 Professional Staff/ Level 1 Technical Staff/ Level 2 Technical Staff/ Level 1

\$200.00/hour \$180.00/hour \$160.00/hour \$145.00/hour \$145.00/hour \$130.00/hour \$120.00/hour \$110.00/hour \$100.00/hour \$90.00/hour \$85.00/hour \$80.00/hour \$75.00/hour \$70.00/hour \$70.00/hour \$60.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

#### REIMBURSABLE EXPENSES

Mileage	\$0.555/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

#### INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

## PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding dredging for the Transient Marina at Bishop Park is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the City Engineer to execute the Proposal from Soil and Materials Engineers, Inc. (SME) dated October 26, 2011 revised January 11, 2012 in the amount of \$93,000.00.

Hutomatic Kepenal St. Stanislaus Kostka Parish

266 Antoine Street • Wyandotte, MI 48192 (734) 285-9509 • Fax: (734) 285-0124

January 30, 2012

Mayor Joseph Peterson & City Council Wyandotte City Hall 3131 Biddle Avenue Wyandotte, MI 48192

Dear Mayor Peterson and City Council:

This request is concerning our 41st Annual Parish Festival to be held May 25, 26 & 27, 2012. As in previous years, we are requesting the City's permission and assistance regarding the following:

- 1. The closing of **McKinley Street** (from Antoine north to Felice) to the public during the festival. Antoine Street would remain open at all times.
- 2. To make McKinley Street (from Baumey south to Felice Street), and Felice Street (from McKinley east to 2nd Street), one way traffic only.
- 3. Requesting the City's permission to use **Exchange Park** located at 2nd & Felice Streets to hold our amusement rides. (A separate letter will follow to the Recreation Department.)
- 4. Request a temporary "STOP" sign on 2nd Street at the corner of Felice Street for northbound and southbound traffic.
- 5. Request the **Department of Public Service** to furnish an additional dumpster to be placed on the parish grounds and to have the parking lots swept.
- 6. To enlist two (2) **Police Officers for Security** work at the festival (a separate letter will follow to the Chief of Police).
- 7. That the **Wyandotte Police**, Fire and Engineering Departments be notified to assist in coordinating said event.

Your assistance is greatly appreciated. If you have any questions, please do not hesitate to contact me at the above number.

Sincerely, Fr. Walter J. Ptat

Pastor



Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec

Absent: Councilperson Browning

#### COMMUNICATIONS MISCELLANEOUS

January 24, 2012

William Griggs, Clerk City of Wyandotte 3131 Biddle Avenue Wyandotte, MI 48192

Dear Mayor Peterson and Council:

Many Downriver citizens are once again preparing for a special anniversary celebration. Although this anniversary is not well known, it is gaining prominence because of your past participation. The Anniversary day is Mareh 4th or Constitution Celebration Day. The day is significant to our Republic because it was the day Congress in 1789, first convened under the Laws of the U.S. Constitution. This day, until 1936, was the day the U S President was inaugurated into office.

Last year eighteen downriver community municipalities passed proclamations declaring MARCH 4, 2011 as "Constitution Celebration Day" in their communities. I am asking for your support in issuing a proclamation declaring MARCH 4, 2012 as "Constitution Celebration Day" in your City/Twp.

A sample copy of a proclamation is enclosed or you may choose to write your own. I ask you to please call me when this matter is scheduled on the agenda, so I can arrange for a member of our eommittee to be present.

A special Constitution Day Celebration will take place on Tuesday, March 6, 2012 at 6:00 p.m. at the Epicurean House in Trenton. The Keynote speaker is Matthew Schneider, Michigan Supreme Court Chief of Staff and General Council.

If you have any questions or want additional information regarding this Constitution Celebration Day event, please call Mary Jarosz, DRGO Executive Director at (734) 479-0156.

Respectfully, Rick Jarosz, Event Chairman, Downriver Republican P O Box 727, Trenton, MI 48183 January 18, 2012

Wyandotte City Clerk 3131 Biddle Ave., Wyandotte. MI 48192

SUBJECT: Benefit Walk

Dear Mayor and City Council:

I am please to inform you that we at the Center of Rehabilitation for Henry Ford Wyandotte Hospital are planning to organize a benefit Walk on Saturday September 8th or Saturday September 15th at 10am. The route we are planning is starting at the Hospital by Bishop Park going down Biddle Ave through Downtown Wyandotte to Eureka and then back to the Hospital using the sidewalks which will be approximately 5K or if any other route the council can suggest.

So we are looking forward for your and councils approval for this great cause as the funds from this walk will benefit the center's Arthritis Health and Wellness Center for our Downriver Community.

Sincerely, Ravi Sharma, PT, 13922 Perry, Riverview, MI 48183

January 24, 2012

The Honorable Mayor Joseph Peterson and members of the City Council City of Wyandotte 3131 Biddle Avenue Wyandotte, MI 48192

Dear Mayor Peterson and Members of the City Council:

While we are still in the grips of winter, thoughts of warmer spring weather are not far behind.

It is my pleasure to inform you that the Hebda Cup Rowing Regatta will be contested on Saturday April 28th, 2012 and the Wy-Hi Regatta will follow on Saturday May 5th. In case of bad weather both regattas will run on the following day.

We are expecting both boys' and girls' high school rowing teams to compete from around the state of Michigan.

We ask your permission to use the BASF Waterfront Park for these dates and also ask for your support in providing the same type of superb assistance as has been afforded us in the past by the Division of Public Services and the Recreation Department.

We onee again ask that Biddle Avenue be closed between Pine and Third Streets during the regattas to provide parking and storage for the visiting schools' busses and shell-trailers. We will work with the DPS to minimize the time that the street will be closed.

We also look forward to the Mayor and Council members presenting the City of Wyandotte's Mayor's Trophy to the overall winning erew at the end of the Wy-Hi Regatta.

We consistently receive complements every year about BASF Park and the city from the visiting crews, and are proud to play host to these dedicated high school male and female athletes.

In addition we do hear from local businesses that these events bring in extra business and dollars for our city.

Sincerely yours, For The Wyandotte Boat Club Fred Mekolon Jr., Regatta Chair, Wyandotte Boat Club 1 Pine Street, Wyandotte, Michigan 48192

#### PERSONS IN THE AUDIENCE

Sheri Fricke, regarding Woman of the Year Award, ten nominees, February 18, 2012 event at Art Center.

#### COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

January 19, 2012

The Honorable Mayor Peterson and City Council, City Hall, Wyandotte, Michigan

RE: Demolition of 642 Ford Avenue

Dear Mayor Peterson and Council Members:

At the City Council Meeting of August 29, 2011 (see attached), the Engineering Department was directed to begin demolition of 642 Ford Avenue. The Engineering Department solicited the following bids:

	BID	
Homrich Inc., Carleton, MI	\$12,860.00	
Pro Excavation. Wyandotte, MI	\$12,900.00	
21st Century Salvage, Ypsilanti, MI	\$13,500.00	

Per Section 1.03.01b Determining the Lowest Responsible Bidder of the Contract:

When sealed bids are received by the City for purchases, supplies and construction contracts, the following shall apply:

(a) The person or business submitting the lowest responsible bid shall be deemed the lowest bidder. If, however, the lowest bidder is not a Wyandotte-based business, any Wyandotte-based business with a bid within a specified percentage (two (2%) percent) of the lowest bid that has been deemed responsive and responsible by the City may be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder within five (5) days of request by the City.

Since Pro Excavation has agreed to meet the \$12,860.00, the undersigned recommends the acceptance of the proposal from Pro Excavation, Wyandotte, Michigan in the amount of \$12,860.00. This amount along with any cost previously incurred by the City would be applied to a lien on the property, allowing the City to recoup our cost for the work completed.

Very truly yours, Mark A. Kowalewski, City Engineer

January 26, 2012

The Honorable Mayor Joseph R. Peterson And City Council City Hall, Wyandotte, Michigan

RE: Stage I Preliminary Site Plan for the Proposed Development Located at 2070 Biddle Avenue, between Ford Avenue and Spruce

Dear Mayor Peterson and City Council Members:

Attached is the Resolution duly adopted by the City of Wyandotte Planning Commission at a regular meeting held on Thursday, January 19, 2012, with regards to the Stage I Preliminary Site Plan for the proposed medical/professional building at the above captioned property.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours, Elizabeth A. Krimmel, Chairperson, PLANNING COMMISSION

#### REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	January 12-26, 2012	6,180.15	
Fire Commission Meeting	January 24, 2012		
Fire Commission Meeting	January 10, 2012		
Police Commission Meeting	January 10, 2012		
Police Commission Meeting	January 24, 2012		
Planning Commission	January 19, 2012		

#### CITIZEN PARTICIPATION

Richard Miller,  $1202 - 2^{nd}$ , regarding #5 and geo-thermal, are we seeking other builders on geo-thermal homes, etc. We provide \$2000 incentive and refer to Municipal Service.

#### RECESS

#### RECONVENING

#### ROLL CALL

Present: Councilpersons DeSana, Fricke, Galeski, Sabuda, Stec

Absent: Councilperson Browning

#### **RESOLUTIONS**

Wyandotte, Michigan January 30, 2012

#### **RESOLUTION** by Councilperson Daniel E. Galeski

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda ROLL ATTACHED

Wyandotte, Michigan January 30, 2012

#### **RESOLUTION** by Councilperson Daniel E. Galeski

RESOLVED by the City Council that WHEREAS, the preamble of the U.S. Constitution state "We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America." WHEREAS, March 4, 2012 marks the 223rd anniversary of the day our first United States Congress convened under a constitutionally limited republic; and WHEREAS, the Constitution is described as "The Supreme Law of the Land", the fulfillment of the promise made in the Declaration of Independence; and WHEREAS, the recognition of Constitution Day has given us the opportunity to recall the high ideals and devotion to liberty of the individuals who framed our Constitution; and WHEREAS, all of us need to be inspired to rededicate ourselves to our country and to the support and defense of our Constitution, and to a greater involvement in responsible citizenship. NOW, THEREFORE, BE IT RESOLVED, that in the City of Wyandotte, State of Michigan does herein proclaim as a City in these United States of America, the day March 4, 2012 as "CONSTITUTION CELEBRATION DAY" encourages the citizens to renew their dedication to the preservation of the ideas upon which this great nation was founded. Given under by hand and seal in concert with our Council and all of our Citizenry on this 30th, day of January 2012, in the year of Our Lord, Two Thousand Twelve.

I move the adoption of the foregoing resolution. MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda YEAS: Councilmembers DeSana, Frickc, Galeski, Sabuda, Stec NAYS: None

#### **RESOLUTION** by Councilperson Daniel E. Galeski

RESOLVED by the City Council that Council hereby APPROVES the request of Anne Abrahamson, M.D. Great Lakes Physical Medicine & Rehabilitation P.C. and Ravi Sharma, PT, Center of Rehabilitation for Henry Ford Wyandotte Hospital as outlined in their communication dated January 18, 2012 for the use of City of Wyandotte downtown sidewalks for a benefit Walk on Saturday, September 8, 2012 at 10:00 a.m. provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. The route will start at the Hospital near Bishop Park commencing down Biddle Avenue through Downtown Wyandotte to Eureka and returning to the Hospital utilizing the same sidewalks resulting in a 5K henefit walk. AND BE IT FURTHER RESOLVED that the Police, Fire and Department of Public Service be notified for coordination of same.

I move the adoption of the foregoing resolution. MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda YEAS: Councilmembers DeSana, Fricke, Galeski, Sabuda, Stec NAYS: None

Wyandotte, Michigan January 30, 2012

**RESOLUTION** by Councilperson Daniel E. Galeski

RESOLVED by the City Council that Council hereby APPROVES the request of Fred Mekolon Jr. Regatta Chairman, Wyandotte Boat Club for the use of the BASF Waterfront Park for the Hebda Memorial Cup to be held on Saturday, April 28, 2012 and the Wyandotte High Schools Rowing Regatta to be held on Saturday, May 5, 2012 (in case of bad weather hoth regattas will run on the following day); subject to the execution of a Hold Harmless Agreements as prepared by the Department of Legal Affairs. AND BE IT FURTHER RESOLVED that the Department of Public Service and Recreation Department is directed to provide assistance during these events and that the Chief of Police is hereby designated and authorized to sign said street closing permit documents on behalf of the City of Wyandotte and further that the City of Wyandotte hereby holds harmless the County of Wayne for the closure of said street with responsibilities for all damage claims that may arise from said street closing to be assumed by the City of Wyandotte and further that a copy be forwarded to the Wyandotte Fire Department.

I move the adoption of the foregoing resolution. MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda YEAS: Councilmembers DeSana, Fricke, Galeski, Sabuda, Stec NAYS: NONE

Wyandotte, Michigan January 30, 2012

**RESOLUTION** by Councilperson Daniel E. Galeski

RESOLVED by the City Council that the communication from the City Engineer regarding the demolition of the structures at 642 Ford Avenue is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council accepts the proposal from Pro Excavation, Wyandotte, Michigan in the amount of \$12,860.00 from account # 492-200-850-519; AND BE IT FURTHER RESOLVED that the City Attorney is directed to file a lien against the property at 642 Ford Avenue, Wyandotte, MI. sidwell #57-006-08-0007-000 in the amount of \$12,860.00 for the demolition of said property and any previously incurred expenses hy the City of Wyandotte.

I move the adoption of the foregoing resolution. MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda YEAS: Councilmembers DeSana, Fricke, Galeski, Stec NAYS: Councilman Sabuda

#### **RESOLUTION** by Councilperson Daniel E. Galeski

RESOLVED by the City Council that the communication from the Planning Commission regarding the Stage I Preliminary Site Plan for the proposed development located at 2070 Biddle Avenue between Ford Avenue and Spruce for the construction of a medical/professional building is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council CONCURS with the recommendation of the Planning Commission as set forth in their resolution dated January 19, 2012.

I move the adoption of the foregoing resolution. MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda YEAS: Councilmembers DeSana, Frieke, Galeski, Sabuda, Stec NAYS: None

#### ADJOURNMENT

MOTION by Councilperson Daniel E. Galeski Supported by Councilperson Leonard Sabuda That we adjourn. Carried unanimously Adjourned at 7:50 PM January 30, 2012

William R. Griggs, City Clerk

William R. Griggs CITY CLERK

Andrew Swiecki TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph Peterson

COUNCIL Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

#### NATALIE RANKINE, RA DOWNTOWN DEVELOPMENT AUTHORITY

#### Meeting Minutes January 10, 2012, 5:30pm 3131 Biddle Avenue, Wyandotte, MI 48192

- 1. Members Present Norm Walker, Gerry Lucas, Gilbert Rose, Greg Gilbert, John Jarjosa, Patt Slack
- 2. Members Excused Mayor Peterson, Leo Stevenson, Dr. Patrick VanDeHey
- 3. Others Present Natalie Rankine, Sarah Schwochow
- 4. Members in the Audience Mike Debiak, Peter Rose, Jeremy Sladovnik, Dave Fuller, Steve Timcoe

#### 5. Presentations -

As neither presenter was present at the beginning of the meeting, N. Rankine asked that presentations be moved to the end of the meeting.

## Motion by G. Lucas, supported by G. Rose to move presentations to the end of the meeting. All in favor, motion carried.

#### Approval of minutes and agenda -<u>Motion by G. Lucas, supported by P. Slack to approve the agenda as amended and December Minutes. All</u> <u>in favor, motion carried.</u>

#### 7. DDA Quarterly Report -

N. Rankine reviewed the Quarterly Report with the Board. N. Rankine noted that the DDA has brought in an additional \$14,000 of revenue, in addition to the \$500,000 of projected revenue. G. Gilbert asked if the report included the property tax increase. N. Rankine responded that the revenue was estimated and that she would be able to present more accurate figures next quarter once the audit is complete. G. Gilbert asked if the Downriver Council for the Arts provided a breakdown for the 80 Chestnut. N. Rankine said that contractually we are not required to receive one and that our financial commitment runs through 2015.

## Motion by G. Lucas, supported by G. Rose to place and receive on file the DDA Quarterly Report. All in favor, motion carried.

#### 8. Ongoing Projects and Business

#### a. Wyandotte Farmers Market Manager -

The Job Description for the Market Manager is now available online until January 23<sup>rd</sup>. Natalie is working on market guidelines and vendor applications. She will bring in an update to the February DDA Meeting. N. Rankine and the new manager will be going to Farmers market training in March and N. Rankine encouraged board members to attend the training as well.

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-7298 • Fax 734-324-7283 • nrankine@wyan.org • www.wyandotte.net/dda

William R. Griggs CITY CLERK

Andrew Swiecki TREASURER

Colleen A. Keehn CITY ASSESSOR



COUNCIL Todd M. Browning James R. DeSana Sheri M. Sutherby-Fricke Daniel E. Galeski

MAYOR Joseph Peterson

Daniel E. Galeski Leonard T. Sabuda Lawrence S. Stec

#### NATALIE RANKINE, RA DOWNTOWN DEVELOPMENT AUTHORITY

#### b. DIA Inside Out -

N. Rankine said that she would be meeting with the program director of the DIA on Friday to help create programs in conjunction with the Inside Out Program.

#### c. Downtown Guidebook -

N. Rankine informed the board that she was nearly complete with distributing guidebooks. All guidebooks will be distributed to all Wyandotte Public Schools students and employees, as well as all Michigan Welcome Centers. She also plans to have them distributed to Grosse Ile residents via *The Ile Camera*. N. Rankine would like to distribute copies via *The News Herald* to Trenton and Southgate; however, another 10,000 copies would have to be printed, totaling \$5,000. The Board recommended waiting until 2013. J. Sladovnik asked if the guidebook was available electronically. N. Rankine informed him it was available as a PDF download.

#### d. Friday after 5: March 30th -

N. Rankine informed the board that she is planning on having the DIA Inside Out Grand Opening during Friday after 5.

#### e. Restaurant Week -

N. Rankine updated the board on the Restaurant Week in March.

#### f. Mural -

N. Rankine met with the Planning Commission, who is working on mural guidelines. The Planning Commission suggested the creation of guidelines for public art. Slack suggested they look into the Michigan State law for public art.

#### g. 3063 Biddle Avenue -

The Engineering Department will be meeting this week for an update on phase one development.

#### 9. New Business

#### a. WBA First Contract -

N. Rankine asked the board review the first draft of the contract and send comments after review.

#### b. DDA E-Newsletter -

N. Rankine explained that this distribution is for the general public, whereas the DDA Quarterly Newsletter is meant for businesses in the District. The E-Newsletter will contain information such as sales and specials from DDA Businesses.

#### c. DDA Grant Application -

N. Rankine and the board reviewed the four grants for the January 2012 Quarter.

Motion by G. Rose, supported by G. Lucas to award 3209 Biddle \$5,000 for façade renovation, 2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-7298 • Fax 734-324-7283 • nrankine@wyan.org • www.wyandotte.net/dda

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#### deny grants to 3221 Biddle, 100 Maple and 955 Orange. Roll called, all in favor, motion carried.

#### d. Presentation: Peter Rose, Chelsea Menswear -

P. Rose proposed that the DDA become an affiliate of AMIBA and send a representative to its national conference. AMIBA is a national organization devoted to local businesses. N. Rankine explained that she would not be able to attend, as the conference is the same time as the DIA Inside Out grand opening. P. Slack suggested that we join AMIBA and form a subcommittee. P. Rose offered to join the subcommittee and attend the conference.

# Motion by G. Gilbert, supported by G. Rose for the DDA to join AMIBA and attend national conference in March, with costs not to exceed \$2,000. to be taken from Fund Balance and placed into Marketing 499.200.925.804. Roll called, all in favor, motion carried.

#### e. Presentation: Dave Fuller, Director of Information Technology -

D. Fuller gave an update on the Downtown Wireless System, WyFi and explained that there are "dead zones" in the system that he would like to fix. D. Fuller believes that it is a hardware issue with Aruba Hardware. The board asked when the system would be fully functioning. D. Fuller explained that after the hardware is updated, the IT Department will perform a wireless survey. D. Fuller will come to the next meeting with a progress update.

#### 10. Next Regular Meeting: February 14, 2012 -

P. Slack encouraged the board to attend a fundraiser for Henry Ford Wyandotte Clinic for the Working Uninsured at Solero Café from 7:00pm to 10:00pm.

#### 11. Adjournment -

## Motion by G. Rose, supported by G. Gilbert to adjourn the meeting at 7:00pm. All in favor, motion carried.

Respectfully Submitted,

Sarah Schwochow

Sarah Schwochow DDA Assistant City of Wyandotte Department Of Public Service 4201 13<sup>th</sup> Street Wyandotte, MI 48192 734.324.4590

William R. Griggs, City Clerk:

The following report is made of monies received from the receipts issued for the date(s) of 1-30.12 which have been turned over to the City Treasurer.

Type	Total	Payment Ty	pe Amount
Dumping and Dumpster fees		• न्यून •	¢.
		, 1 L2. (	۷
Refuse Stickers		: FD:_	\$
Solid Waste Toter		: FG: <u>_</u> : FG:_	\$
Miscellaneous		: MZ:	\$ 440.15
Yard Waste Subscription		: YW:	\$
		Total fees: \$_	440.15
Gary Ellison DPS Superintendent			
		FE	\$
		FD	\$
		FG	\$
		MZ	\$440.15
		YW	\$

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City of Wyandotte Department Of Public Service 4201 13<sup>th</sup> Street Wyandotte, MI 48192 734.324.4590

William R. Griggs, City Clerk:

The following report is made of monies received from the receipts issued for the date(s) of 1-27/12 which have been turned over to the City Treasurer.

Туре	Total	Payment Ty	pe Amount
Dumping and Dumpster fees		: FE:	s <u>32100</u>
Refuse Stickers		: FD:	\$
Solid Waste Toter		: FG:	\$
Miscellaneous		: MZ:	: \$
Yard Waste Subscription		: YW	: \$
		Total fees: \$_	321-00
Gary Ellison DPS Superintendent		FE	\$ 32100
		FD	\$
		FG	\$
		MZ	\$
		YW	\$

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