AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION MONDAY, MARCH 18tb, 2013, 7:00 PM PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR CHAIRPERSON OF THE EVENING: THE HONORABLE LAWRENCE STEC

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Alan Hovis submitting his resignation from the Planning Commission.

PERSONS IN THE AUDIENCE

<u>COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:</u> 2. Communication from the Downtown Development Authority Director relative to RESTAURANT WEEK IN THE CITY OF WYANDOTTE MARCH 25TH THROUGH MARCH 30TH, 2013.

3. Communication from the Superintendent of Recreation relative to the 2013 Yack Recreation Center Class C License and 2013 Wyandotte Shores Golf Course Tavern License. 4. Communication from the Superintendent of Recreation regarding the Bishop Park Lease Agreement for 2013.

5. Communication from the Superintendent of Recreation relative to the Davey Golf; 2013-2017 Wyandotte Shores Golf Course Maintenance Proposal.

6. Communication from the City Engineer and Downtown Development Director regarding the Transient Marina at Bishop Park.

7. Communication from the City Engineer and City Assessor submitting a purchase agreement for city-owned property.

8. Communication from the City Engineer relative to File # 4604 Roof Repairs and Coating at 1100 Biddle Avenue.

9. Communication from the City Administrator regarding the Letter of Understanding-AFSCME Local # 894.

10. Communication from the City Administrator relative to the hiring of a Mechanic in the Department of Public Service.

CITIZENS PARTICIPATION:

AUTOMATIC REFERRALS:

1. Request from Knights of Columbus regarding their annual "Mentally Impaired Drive" also known as the "Tootsie Roll Drive". PERMISSION GRANTED TO SOLICIT FUNDS AT THE NORTHLINE AND BIDDLE ; OAK AND BIDDLE AND EUREKA AND FORT AND THE EUREKA TURNAROUND INTERSECTIONS. MARCH 22 THOUGH MARCH 24, 2013. PERMISSION GRANTED; PROVIDED A HOLD HARMLESS AGREEMENT IS EXECUTED AS PREPARED BY THE DEPARTMENT OF LEGAL AFFAIRS

REPORTS AND MINUTES:

Beautification Commission Meeting

February 13, 2013

From: Sent: To: Cc: Subject: Hovisa [hovisa@wyan.org] Wednesday, March 06, 2013 9:51 AM Mayor's Office Kelly Roberts; Betty Krimmel Planning Commision

Honorable Mayor Peterson,

I would like to inform you that I will have to be stepping down from my duties with the planning commission, due to an extremely busy work schedule, it is difficult for me to participate, along with a few other personal reasons. Thank you for giving me the opportunity to be involved, and I can try to make the next few meetings if you need time for my replacement. Thank you again, Alan Hovis

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18th, 2013



ITEM: Restaurant Week in Wyandotte, March 25-30th

PRESENTER: Natalie Rankine, Downtown Development Authority Director

INDIVIDUALS IN ATTENDANCE: None

BACKGROUND: The DDA is collaborating with the Wyandotte Business Association for this year's Restaurant Week, and all Wyandotte Restaurants are welcome and encouraged to participate. Participating restaurants, sweet shops and bars will be offering specials from March 25th to 30th this year. The DDA and the WBA will be hosting random giveaways throughout the week to lucky patrons of Wyandotte restaurants.

STRATEGIC PLAN/GOALS: In accordance with the Strategic Plan; quality of life.

ACTION REQUESTED: Council resolution to receive and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

<u>IMPLEMENTATION PLAN:</u> The resolutions and all necessary documents will be forwarded to the Michigan Department of Treasury for its approval prior to the May 12, 2012 deadline.

COMMISSION RECOMMENDATION: Concurs.

CITY ADMINISTRATOR'S RECOMMENDATION: Samodal

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: OF MM

LIST OF ATTACHMENTS

Restaurant Week Poster & weekly specials

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date: March 11, 2013

RESOLUTION by Councilman_

BE IT RESOLVED by the City Council that Council Concurs with the Downtown Development Authority Director in the following resolution:

A Resolution to receive and place on file the information relative to Restaurant Week in Wyandotte from March 25^{th} to 20^{th} , 2013.

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

Supported by Councilman_

| Supported by counterman_ | | | |
|--------------------------|----------|------|--|
| YEAS | COUNCIL | NAYS | |
| | Browning | | |
| | DeSana | | |
| | Fricke | | |
| | Galeski | | |
| | Sabuda | | |
| | Stec | | |
| | | | |

Restaurant WEEK in Wyandotte 25тн - 30тн 2013 Specials and giveaways all week long!

wyandotte Restaurant week specials

Participating Restaurants, March 25-30th, 2013:

ANGELINA'S MEXICAN RESTAURANT 3033 Biddle Avenue, 734-282-8200

\$1/2 off any appetizers with purchase of 2 dinner entrées

BELICOSO MARTINI CIGAR BAR 3030 Biddle Avenue, 734-282-2244 \$6 Drinks Specials: Martini, Sangria, Stoli Doli, Margarita,Bloody Mary and Long Island

BIG BOY 3366 Biddle Avenue, 734-285-8400 10% off of all seafood

COASTAL THAI 140 Sycamore, 734-282-3885 Spend \$25.00, get \$5.00 off. Dine-in only.

THE 'DOTTE PUB 116 Oak Street, 734-283-6883 \$5.00 Martinis \$3.00 Well drinks \$5.00 appetizers

ELDORADO RESTAURANT 3807 Fort Street, 734-284-6084 Buy one House Specialty dinner, get one free Dine -in only

GREGORIO'S 2356 Biddle Avenue, 734-283-3354 \$11.99 Mussel appetizer \$22.99 Seafood marinara \$19.99 Shrimp diablo

THE GRIND 3037 Biddle Avenue. 734-558-6636 10% off your total bill

JOE'S HAMBURGERS 125 Elm Street, 734-777-0910 \$16.00 for 6 original sliders, 1 fry, 1 onion ring, 2 pops

MANCINO'S 480 Eureka, 734-282-8500 Free fountain beverage with any purchase

MCDONALD'S 3421 Biddle Avenue, 734-281-1105 2 for 1 McCafe specialty drink of same size

MICHAELANGELOS ITALIAN BISTRO 152 Elm Street, 734-283-8200 Buy two dinner entrees and get a free appetizer (\$10)

NANNA'S KITCHEN 2962 Biddle Avenue, 734-281-9093 10% off entire bill between 4-8 pm 2 for \$20 dinner entrees/Mediterranian dinner items with dessert between 4-8 pm

PANCHO'S MEXICAN RESTAURANT 3860 Biddle Avenue, 734-283-8544

Buy one dinner, get one free Buy 2 dinners and receive a free mini nacho guacamale Dine-in only

RP MCMURPHYS 2922 Biddle Avenue, 734-285-4885 \$5.00 off your purchase of \$25.00 or more

SANDERS CHOCOLATE & ICE CREAM 3042 Biddle Avenue, 734-284-4800 Any size soft drink \$1 Fresh baked cookies \$1 each & 3 for \$2.50 20% off any ice cream products with a combined purchase of \$10 or more.

5MOKIES RESTAURANT 930 Biddle Avenue, 734-283-3228 50% off select appetizers w/drink purchase \$9.99 Perch dinner w/fries or coleslaw w/drink purchase

STONE PUB 32 Sycamore, 734-285-6104 \$3.00 pints of Summer Shandy

SPEED BOAT BAR & GRILLE 749 Biddle, 734-282-5750 20% off food items only. Not valid on Friday.

SPORT'S BREW PUB 166 Maple Street, 734-285-5060 \$2.75 Apple pie shots \$5.00 Appetizer sample basket (regular \$7.99) \$1.00 off burgers (except Elk & Bison)

SU5HI BAR & JAPANESE CUISINE 130 Maple Street, 734-720-9717 \$9.00 "Biddle" Roll special

SWEET NOTHING5 145 Maple Street, 734-285-2253 2 for \$1.00 cupcakes, \$1.00 brownies 4 for \$1.00 cookies

TONGUE'S COFFEE 2958 Biddle Avenue, 734-720-1897 10% off all lattes

TOTAL HEALTH JUICE BAR 2958 Biddle, 734-246-1208 \$1.00 off all smoothies

Note: Some restric<mark>tions may</mark> apply, contact individual restaurants for details.

www.wyandotte.net/restaurantweek

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18, 2013

AGENDA ITEM

ITEM: 2013 Yack Recreation Center Class C License and 2013 Wyandotte Shores Golf Course Tavern License

PRESENTER: James R. Knopp, Superintendent of Recreation

<u>INDIVIDUALS IN ATTENDANCE</u> James R. Knopp, Superintendent of Recreation and/or Justin Lanagan, Administrative Trainee

BACKGROUND: Annual renewal request

STRATEGIC PLAN/GOALS: Continued operation of the Yack Recreation Center and Wyandotte Shores Golf Course

<u>ACTION REQUESTED</u>: Adopt a resolution concurring with the Superintendent of Recreation and Recreation Commission's recommendation to have the Mayor and City Clerk sign the 2013 applications

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-756-925-780-796 and 525-750-750-780-230

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Recreation Superintendent.

<u>COMMISSION RECOMMENDATION:</u> At their March 12, 2013 meeting, the Recreation Commission approved these license renewals for 2013.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: Concur with recommendation.

LIST OF ATTACHMENTS: License Applications

OFFICIALS

William R. Griggs CITY CLERK

Andrew Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph Peterson

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

JAMES R. KNOPP, SUPERINTENDENT OF RECREATION RECREATION, LEISURE & CULTURE DEPARTMENT jknopp@wyan.org

March 13, 2013

Mayor Joseph Peterson And City Council City of Wyandotte Michigan

Dear Mayor Peterson & Council Members:

The Michigan Liquor Control Commission Class C License for the Benjamin F. Yack Recreation Center and the Tavern License for the Wyandotte Shores Golf Course expires April 30, 2013. The applications for license renewal for these two facilities have been received.

The Recreation Commission, at its meeting of March 12, 2013, approved the request for the license renewals.

It is the recommendation of the Superintendent of Recreation that the City Council approves the applications for renewal of these licenses for one year and authorizes the Mayor and City Clerk to sign said applications.

Sincerely yours, James R. Knopp

Superintendent of Recreation

JRK:tj Attachments

RESOLUTION:

Wyandotte, Michigan Date: March 18, 2013

RESOLUTION by Councilman_____

Resolved by the City Council that Council hereby approves the signing of the application for the 2013-2014 Michigan Liquor Control Commission Class C License for the Benjamin F. Yack Recreation Center and the Tavern License for the Wyandotte Shores Golf Course.

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

Supported by Councilman_____

<u>YEAS</u>

<u>COUNCIL</u> Browning DeSana Fricke Galeski Sabuda Stec

<u>NAYS</u>

| APPLICATION FOR LICENSE RENEWA NOTICE OF DEFICIENCY Michigan Department Of Licensing And Regulatory Affairs MICHIGAN LIQUOR CONTROL COMMISSION (ML 7150 Harris Drive, PO Box 30005 Lansing, Michigan 48909-75 | 20 |)13-2014 | REQUEST: 681173 LICENSE FEE TAVERN \$ 250.00 |
|---|--|---|--|
| BUSINESS ID: 148398 | LICENSE NUMB 03 TAVERN | BER: 134900-2012 | |
| MCL 436.1515(1) NON-TRANSFERABL | F | | SUNDAY SALES FEE |
| | | | |
| WYANDOTTE SHORES GOLF COURSE CITY OF WYANDOTTE | | OTC - ACT | PAY THIS AMOUNT |
| | | | \$ 250.00 LICENSE RELEASED |
| 3625 BIDDLE | D-70254 WAYNE | | |
| WYANDOTTE SHORES GOLF COURSE WYANDOTTE, MI 48192 | CURR LGU: D- 2 ORIG LGU: D- 2 | | BUSINESS EMAIL |
| PO: | | | BUSINESS PHONE NUMBER (734) 324-7270 |
| PERMIT'S. pecific purpose permit(food,golf), outdoor service | | | CONTACT PHONE NUMBER |
| | | | STATE OR FEDERAL TAX1D NUMBER 38-6004749 |
| SearchID Acct Amount 6811731295709 4004 \$250.00 Total Amount Due: \$250.00 | C | ASHIER USE ONLY | DO NOT WRITE IN THIS BOX |
| ** SEE INSTRUCTIONS ON R By signing this form, Licensee(s) certify that they have occupancy and Licensee(s) agree to abide by all provisions of the Liquor Control Code incomplete information is cause for denial of the issuance of the licens a false or fraudulent statement to the commission, orally or in writing, f of enabling or assisting a person to evade the provisions of this act is g Licensee's Signature | control over the licensed loc and any rules issued by the e and is a violation of the Liq or the purpose of inducing th | ation and/or they are the owner(s) ML CC. The Licensee(s) undertst uor Control Code. Pursuant to Mi e commussion to act or retrain fror and is punishable in the manner p | of the licensed business and the and that submitting false or CL 436.2003 a person who makes n taking action or for the purpose |
| Home Phone Number | | | |
| Licensee's Signature | Print Licensee's Name | f Icone | ee's Home Address |

Home Phone Number

INSTRUCTIONS TO ALL LICENSE APPLICANTS

Michigan Department Of Liccnsing And Regulatory Affairs MICHIGAN LIQUOR CONTROL COMMISSION 7150 Harris Drive, PO Box 30005, Lansing, Michigan 48909-7505 (517) 322-1400

NOTE: IF YOU HAVE RECEIVED AUTHORIZATION FOR INTERNET RENEWAL, THE MLCC INTERNET LINK TO THIS ADDRESS IS: <u>https://www2.dleg.state.mi.us/mlccr_SEE_FRONT_OF</u> <u>THE APPLICATION FOR PIN.</u> IF YOU HAVE RENEWED YOUR LICENSE AND PAID THE REQUIRED FEE USING THE INTERNET DO NOT RETURN THIS APPLICATION TO THE MLCC.

Do not complete the renewal application until you carefully read and understand the instructions.

This license renewal application is provided with a return envelope, for your convenience. The completed and signed original license renewal form must be received by the MLCC before April 15, with the required license fee so that your license can be sent to you by May 1. Fees received without this completed original license renewal application will not be processed.

DO NOT CHANGE ANY INFORMATION ON THE APPLICATION ITSELF. Attach any corrections to the form.

Licensees holding more than one type of license should complete only one application per location. This form indicates the fees and information on all conjunctive licenses at the same location. Please pay the total license fee found in the PAY THIS AMOUNT box on the front of this form.

All licenses expire on April 30 of each year and you must have your new license displayed on your premises by May 1 in order to continue to sell alcoholic beverages and be in compliance with Section 501 of the Liquor Control Code and Rule 436.1107. Failure to renew your license by May 1st <u>will</u> result in termination of your license. It is your responsibility to file this renewal application. Failure to receive this form DOES NOT release you from your responsibility to renew your license before its expiration date.

ALL LICENSEES MUST SIGN AND ENTER THEIR ADDRESS ON THE FRONT, INCLUDING ALL PARTNERS AND ALL GENERAL PARTNERS OF LIMITED PARTNERSHIPS. THE APPLICATION FOR RENEWAL MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER OR AN AUTHORIZED MEMBER OR MANAGER OF THE L.L.C. AND INDICATE THE OFFICE HELD. STAMPED SIGNATURES ARE NOT ACCEPTABLE. PLEASE ENCLOSE DOCUMENTATION IF OWNERSHIP HAS CHANGED.

MAKE ALL CHECKS PAYABLE TO THE STATE OF MICHIGAN.

CITY OF WYANDOTTE WYANDOTTE SHORES GOLF COURSE 3625 BIDDLE

WYANDOTTE, MI 48192

| DUE BY APRIL 1 | 15TH | DATE PRIN | TED: 02/28/2013 | REQUEST: 681189 |
|--|---|---|---|---|
| Michi MiCHIGA | ICATION FOR LICENSE RENEWAL NOTICE OF DEFICIENCY gan Department Of Licensing And Regulatory Affairs AN LIQUOR CONTROL COMMISSION (MLCC ris Drive, PO Box 30005 Lansing, Michigan 48909-7505 | , 201 | 3-2014 | LICENSE FEE CLASSC \$ 600.00 |
| BUSINESS ID: 216362 | | LICENSE NUMBER 01 CLASSC | : 185997-2012 SS | |
| MCL 436.1509 | NON-TRANSFERABLE | | | SUNDAY SALES FEE SS (PM) \$ 90.00 |
| BENJAMIN F. | YACK ARENA | | | |
| CITY OF WYA | | | OTC - ACT | PAY THIS AMOUNT \$ 690.00 |
| | | | | LICENSE RELEASED |
| | | | | I/WE CERTIFY OUR CLASS C CONTAINS [] BAR3. |
| 3131 THIRD | | D-72905 WAYNE | | CLASSC 2012 LIQUOR PURCHASES OF \$0.00 |
| WYANDOTTE, MI 48192 PO: 1 BARS PERMITS: sunday sales(PM), dance and entertainment, specific purpos | | CURR LGU: D- 241 ORIG LGU: D- 241 | | BUSINESS EMAIL |
| | | | | BUSINESS PHONE NUMBER (734) 324-7294 |
| | | PERMIT(FOOD, SPORTING EV | ENTS) | CONTACT PHONE NUMBER |
| | | | | STATE OR FEDERAL TAXID NUMBER 38-6004749 |
| Search 68118912957 | | CASH | IER USE ONLY | DO NOT WRITE IN THIS BOX |
| 68118912957 | 749 4032 \$90.00 | | | |
| Total Amo | ount Due: \$690.00 | | | |
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| 1 // | E | | | |
| Licensee(s) agree incomplete informa a false or fraudulen | ** SEE INSTRUCTIONS ON REV n, Licensee(s) certify that they have occupancy and col- to abide by all provisions of the Liquor Control Code an tition is cause for denial of the issuance of the license and at statement to the commission, orally or in writing, for the sting a person to evade the provisions of this act is guilt | ntrol over the licensed location of any rules issued by the MLC nd is a violation of the Liquor the purpose of inducing the co | and/or they are the owner(s) CC. The Licensee(s) under(s) Control Code. Pursuant to Mi mmission to act or refrain from | i of the licensed business and the and that submitting false or CL 436.2(103 a person who makes n taking action or for the purpose |
| | | | | |
| Lice | nsee's Signature Prin | it Licensee's Name | Licens | see's Home Address |

| Ноте | Phone | Number |
|------|-------|--------|
| | | |

Print Licensee's Name

Licensee's Home Address

Home Phone Number

Licensee's Signature

INSTRUCTIONS TO ALL LICENSE APPLICANTS

Michigan Department Of Licensing And Regulatory Affairs MICHIGAN LIQUOR CONTROL COMMISSION 7150 Harris Drive, PO Box 30005, Lansing, Michigan 48909-7505 (517) 322-1400

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MAKE ALL CHECKS PAYABLE TO THE STATE OF MICHIGAN.

CITY OF WYANDOTTE

3131 THIRD ST

WYANDOTTE, MI 48192

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18, 2013

AGENDA ITEM

ITEM: Bishop Park Lease Agreement 2013

PRESENTER: James R. Knopp, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: James R. Knopp, Superintendent of Recreation and/or Justin Lanagan, Administrative Trainee

BACKGROUND:

STRATEGIC PLAN/GOALS: Operation of the Bishop Park Concession/Restroom Facility

<u>ACTION REQUESTED</u>: Adopt a resolution concurring with the Superintendent of Recreation and Recreation Commission's recommendation to have the Mayor and City Clerk sign the 2013 lease agreement with Mohamed Ali, 13800 Wellesley, Dearborn, MI 48126

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-651-610-030

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Recreation Commission.

<u>COMMISSION RECOMMENDATION</u>: At their March 12, 2013 meeting, the Recreation Commission approved this lease agreement for 2013.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

LEGAL COUNSEL'S RECOMMENDATION: Approved by the Department of Legal Affairs.

MAYOR'S RECOMMENDATION: Concur with recommendation.

LIST OF ATTACHMENTS: 2013 Lease Bid Proposal

OFFICIALS

William R. Griggs CITY CLERK

Andrew Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



MAYOR Joseph Peterson

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

JAMES R. KNOPP SUPERINTENDENT OF RECREATION

March 13, 2013

Honorable Mayor Joseph Peterson and City Council City of Wyandotte Michigan

Dear Mayor Peterson and Council Members:

On February 25, 2013, proposals for File #4612 Bishop Park Concession Lease Agreement were opened and read aloud. A tabulation of the bids is as follows:

| Bidders | <u>Bid Amounts</u> |
|-------------------------------------|--------------------|
| Mohamed Ali | |
| 13800 Wellesley, Dearborn, MI 48126 | \$2,625 |
| | |
| Antoine Shaw | |
| 29243 York, Inkster, MI 48141 | \$2,125* |
| *Bid withdrawn February 28, 2013 | |

These bids were discussed at the Recreation Commission meeting of March 12, 2013. A motion was made by Commissioner Prygoski and supported by Commissioner Merritt to recommend acceptance of the bid from Mohamed Ali in the amount of \$2,625 for the 2013 season.

Your approval of this contract would be greatly appreciated.

Sincerely yours, Jamés R. Knopp

Superintendent of Recreation

JRK:tj Attachments

File #4612 - Bishop Park Concession/Restroom 2013 Lease Agreement

We offer to furnish the City of Wyandotte, Wyandotte, MI 48192, the monthly lease payment listed below and more fully described in the specifications for File #4612 – Bishop Park Concession/Restroom 2013 Lease Agreement

Bids to be submitted not later than 2 pm on Monday, February 25, 2013.

Only minimum bids of \$2,000 (five payments \$400) or more will be accepted.

| Bid Amount | \$_ | 2625 | |
|--------------|-----|----------------|--|
| Five Payment | s o | f\$ <u>525</u> | |

2013 Payment Dates:

May 15, June 17, July 15, August 15, and September 16, 2013

| NAME Mohamed Ali |
|----------------------------|
| ADDRESS 13800 Wellseley St |
| CITY/ZIP Deurborn, 48126 |
| PHONE (313) 828-1009 |
| CELL PHONE (248) 767-2219 |

The City of Wyandotte reserves the right at its sole discretion to offer to the successful bidder an opportunity to continue to act as the operator of the Bishop Park Concession – Restroom Facility after the expiration of the ONE year agreement without the necessity of going out for new bids on terms that are satisfactory and agreeable to the City. This reservation of right is sole for the benefit of the City and is not intended to give any additional rights to the successful bidder.

AUTHORIZED Mahaned ali

NOTE: The affidavit set forth below MUST be executed on behalf of the bidder and furnished with every bid.

COLLUSION AFFIDAVIT

STATE OF MICHIGAN COUNTY OF WAYNE

| Muhamed | Ali | , being first duly sworn, |
|--|----------------------------|------------------------------------|
| deposes and says he/she is the | Presiden + | _ of (Name of Bidder) |
| Prime cure services | the bidder, which has | submitted, on the |
| 25 day of February | _, 2013, will submit to th | e City of Wyandotte, Michigan, a |
| proposal for Bishop Park Conce | ssion/Restroom 2013 I | Lease Agreement all as fully set |
| forth in said proposal and that exc | cept as specified below, | the aforementioned bidder |
| constitutes the only person, firm c | or corporation having any | y interest in said bid or in any |
| contract, benefit or profit which m | ay, might or could accrue | e to grow out of the acceptable in |
| whole or in part of said proposal, N/A | said exceptions (if any) l | peing as follows: |

Affiant further stated that said proposal is in all respects fair and is submitted without collusion or fraud; and that no member of the City Council, or officer or employee of said City is directly or indirectly interested in said bid.

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and County this 25 day of <u>February</u>, 2013.

| 1/ 1/ | | |
|------------------------------------|----------|--------|
| Notary Public: Time Type | NC77. | |
| | E.C.E. | mayne |
| My Commission Expires: 0 スーパー スロ15 | C - 8434 | 1,2010 |

Bishop Park Concession Stand

We would like to lease the Bishop Park Concession in order to sell hot/cold food snacks. This would be a family operated store with the intent of selling snacks at competitive pricing in order to attract customers. Fifteen years of experience working in the restaurant industry makes us an ideal candidate to lease this location. We have a proven track record of successfully running restaurants in the past.

Before moving back to Michigan we established a small restaurant called Karl's Café, selling fried food, ice cream, and smoothies although we have sold this location it is still profitably operating. This was just on example of many endeavors that we can showcase as valuable examples, like running and operating small delis. Having setup similar concession stands during the Mardi Gras Festivities in Louisiana, we already know what products will be sellable and the logistics involved in purchasing the material.

We have a built a repeatable business plan that has been a formula for success. This entails a disciplined approach of quality, affordability, and sanitation. In conclusion if given the opportunity to lease this concession stand, it will be a family run business that enjoys doing this.

Upon request we can provide further details on our business plan.

Thank You for Your Time:

Mohamed Ali

RESOLUTION:

Wyandotte, Michigan Date: March 18, 2013

RESOLUTION by Councilman_____

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the Superintendent of Recreation and Recreation Commission regarding File #4612, received on February 25, 2013 - Bishop Park Concession/Restroom 2013 Lease Agreement - to accept the bid of Mohamed Ali, 13800 Wellesley, Dearborn, MI 48126, in the amount of \$2,625 as the best bid received.

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

Supported by Councilman_____

YEAS COUNCIL NAYS Browning DeSana Fricke Galeski Sabuda Stec

AGREEMENT BETWEEN THE CITY OF WYANDOTTE & MOHAMED ALI FOR THE 2013 OPERATION OF THE BISHOP PARK CONCESSION-RESTROOM FACILITY

AGREEMENT made and entered into this 18th day of March, 2013, by and between the City of WYANDOTTE, a Municipal Corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and Mohamed Ali, hereinafter designated SECOND PARTY.

WITNESSETH:

WHEREAS, First Party owns and maintains a public municipal park commonly referred to as Bishop Park; and

WHEREAS, First Party is desirous of permitting a refreshment concession and restrooms to be operated by Second Party at said Bishop Park for the period of March 29, 2013, through October 6, 2013. Said period may be altered by the mutual agreement of both parties.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, IT IS AGREED, as follows:

1. First Party agrees to permit Second Party to operate a refreshment concession and maintain the restrooms by cleaning and monitoring said within the building provided by the City of Wyandotte in Bishop Park at such reasonable hours of business as are fixed by the Department of Recreation of the City of Wyandotte, and must comply with the health and sanitation regulations of the City of Wyandotte and/or Wayne County Health Department.

2. Second Party agrees to furnish all necessary equipment and materials to operate said concession.

3. Second Party agrees to furnish labor only for the cleaning of the restrooms and concession.

4. Second Party will furnish at his/her own expense all necessary and required City and County Licenses and will comply with all health ordinances.

5. First Party will be responsible for paying all utilities (including electricity, water, & gas) and will supply all cleaning materials as needed for the lease period.

6. It is the desire of the First Party that the prices charged for merchandise shall not be more than those prevailing for similar merchandise in this area. Price list shall be subject to the approval of the Recreation Superintendent. Approved list shall be posted in a conspicuous place.

7. The term of the lease shall be March 15, 2013, to October 15, 2013. The concession/restrooms will be operated March 29 through October 6, 2013, weather permitting, and dates to be confirmed and set by the Superintendent of Recreation.

8. Second Party promises to pay to the First Party the total sum of \$525 per month, due on the following dates: May 15, June 17, July 15, August 15, and September 16, 2013 = Total Lease Amount \$2,625.00.

9. Second Party hereby agrees to maintain the concession stand and restrooms in a sanitary condition in accordance with the regulations of the Departments of Public Service and Recreation at all times. Restrooms to be opened and operating by 9 am each day weather permitting and closed by 9 pm each day, except during special events.

10. Second Party shall not assign, transfer or sublet the above concession and shall personally operate said concession under their supervision and control, and shall be personally held responsible for the performance of all the covenants and conditions as herein setforth.

11. Second Party further agrees that any beverages sold in glass bottles shall be emptied into paper cups. No glass bottles may be used for drinking purposes. <u>Alcoholic beverages</u> shall be prohibited from sale.

12. The City reserves the right to add other concession stands for any special events.

13. Second Party agrees he/she shall forthwith procure, at their own expense, and shall maintain during the term of this lease, public liability insurance in the amount of \$1,000,000.00 Bodily Injury, \$1,000,000.00 Personal Injury and \$500/\$500,000 Property Damage, the policies of said insurance to provide ten (10) days advance written notice to the First Party prior to cancellation, termination or material change. Second Party shall furnish certificates of the aforesaid insurance coverage. The City of Wyandotte shall be named additional insured and the policies delivered to the City before opening.

14. Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officials, commissions, agents, or representatives for and from all claims, demands, payments, suits, actions, recoveries, and judgments, or every type and nature, brought or recovered against it or either/or any of them for or on account of any personal injuries or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with Second Party's occupation of said premises under this Lease.

15. The parties hereto mutually agree that this Agreement may be terminated by either party, without cause, by first giving 30 days written notice to the other party of the terminating party's intent to terminate this Agreement.

16. The parties mutually agree that the First Party may terminate this Agreement on

three days notice if the Second Party is in default of any provision of this Agreement for more than five days.

IN WITNESS WHEREOF, the parties hereto, by authority of the representative officials of the First Party and the Second Party have caused these presents to be signed and sealed the day and year set forth.

CITY OF WYANDOTTE Authorized by

Joseph Peterson, Mayor

William R. Griggs, City Clerk FIRST PARTY

Mohamed Ali SECOND PARTY

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

willin R took

Name_____William R. Look

Date _____2-11-13

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18, 2013

AGENDA ITEM (5)

ITEM: Davey Golf - 2013-2017 Wyandotte Shores Golf Course Maintenance Proposal

PRESENTER: James R. Knopp, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: James R. Knopp - Superintendent of Recreation, Justin Lanagan - Administrative Trainee and Recreation Commission

BACKGROUND: See attachment

STRATEGIC PLAN/GOALS: Assume the total maintenance of the Wyandotte Shores Golf Course as outlined in the Proposal

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation and Recreation Commission's recommendation to have the Mayor and City Clerk sign the 2013-2017 proposal agreement with Davey Golf and increase the Golf Course FY13 Budget by \$27,150.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 525-750-725-115

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Superintendent of Recreation.

<u>COMMISSION RECOMMENDATION:</u> At their March 12, 2013 meeting, the Recreation Commission approved this proposal with Davey Golf 2013-2017.

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CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.
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LEGAL COUNSEL'S RECOMMENDATION: Submitted to the Department of Legal Affairs.

MAYOR'S RECOMMENDATION: Concur with recommendation.

LIST OF ATTACHMENTS: 2013-2017 Davey Golf Proposal

RESOLUTION:

Wyandotte, Michigan Date: March 18, 2013

RESOLUTION by Councilman

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the Superintendent of Recreation and Recreation Commission to accept the proposal of Davey Golf to provide maintenance at Wyandotte Shores Golf Course per the 2013-2017 Proposal and to request an additional \$27,150 for the FY13 budget.

I move the adoption of the foregoing resolution.

MOTION by Councilmen Supported by Councilman_____

YEAS

COUNCIL Browning DeSana Fricke Galeski Sabuda Stec

<u>NAYS</u>

OFFICIALS

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

JAMES R. KNOPP SUPERINTENDENT OF RECREATION DEPARTMENT OF RECREATION, LEISURE AND CULTURE

March 14, 2013

Mayor Joseph Peterson and City Council City of Wyandotte Michigan

Dear Mayor Peterson and City Council:

Dian O'Donnell, who worked as the Greens Keeper at Wyandotte Shores Golf Course since 2003, retired and moved to Florida this past fall. Dian, while classified as a part-time seasonal employee, assumed the duties of a full-time Golf Course Superintendent and went above and beyond, in her quality and quantity of work. She helped make Wyandotte Shores the course it is today. During the FY11-12, Dian was paid \$8,496. During this same time, Wyandotte Shores had a positive cash flow of over \$60,000.

The following is a chronological list of the search for a replacement:

- Early September 2012, Roy Szyndlar, GC Superintendent at Southgate, is contacted. In late October, Mr. Szyndlar presented three proposals to the Department. After meeting numerous times with Mr. Szyndlar, a tentative proposal was to be presented to the Recreation Commission. Then, in late November, Mr. Szyndlar informed us that he had to withdraw his proposal because of staffing changes in Southgate.
- October 2012 Michigan State University was contacted regarding the possibility of a MSU Superintendent Intern coming to Wyandotte Shores in 2013.
- December 2012 Discussion with City Administrator Todd A. Drysdale regarding the possibility of the Riverview Golf Course Superintendent assuming these responsibilities at WSGC.
- January 23, 2013 Meeting with City Administrator Todd A. Drysdale, City of Riverview representative, Riverview Highlands Golf Course Superintendent, Justin Lanagan and James Knopp
- January 24 & 28 –Phone conversations with two Golf Course Superintendents interested in coming to Wyandotte Shores. They wanted an annual salary of at least \$55,000 and \$60,000 respectively plus benefits.
- Late January 2013 Riverview informed Mr. Drysdale that they are not interested.
- February 5, 2013 Meeting with representatives of Davey Golf First of many meetings/conversations with their representatives.
- February 14, 2013 MSU calls and informs us that they place their interns only at courses where a full-time Superintendent is on staff.

- February 22, 2013 Davey Golf presents WSGC proposal during a three hour meeting with Mr. Lanagan and Mr. Knopp.
- Late February/early March Mr. Lanagan and Mr. Knopp individually review the Davey Proposal
- March 4, 2013 Mr. Lanagan and Mr. Knopp meet to discuss their individual concerns with the proposal. Davey Golf was contacted to answer questions resulting from this meeting.
- March 5, 2013 Met with Mr. Drysdale to discuss Davey Golf Proposal.
- March 7, 2013 Mr. Drysdale has reviewed the proposal and had concerns.
- March 12, 2013 Davey Golf Proposal submitted to the Recreation Commission for review. Commission unanimously approved recommending proposal to the Mayor and City Council.
- March 13, 2013 Davey Golf Proposal sent to Department of Legal Affairs for approval.
- March 18, 2013 Proposal presented to Mayor and City Council

ADVANTAGES AND DISADVANTAGES OF THE DAVEY PROPOSAL

<u>ADVANTAGES</u>

- 1) We have a full-time greens keeper onsite with turf grass education/experience. Knowledgeable of fertilizers, weed control, insecticides, turf disease, and insects. Knows how to recognize potential problems.
- 2) They will supply us with a small pool of candidates for greens keeper. *We will choose* the one we feel most comfortable working with. If at any reason we have a falling out with the greens keeper, they are able to replace him/her with another one.
- 3) Consistency. The contract is for five years. If we were to hire an individual, there is no guarantee that they will be around from one year to the next.
- 4) Cost containment from year 1 to year 5 there is an increase of only 3.34%.
- 5) Contract can be terminated by either party with a 60 day notice and no financial penalty.
- 6) Thoroughness. They have a very detailed work plan that meets or surpasses the amount of work we have put into the course in the past. They will meet with us at least once a week to discuss course schedules (outings, tournaments, etc.) and to make sure the work is being done to our satisfaction.
- 7) They work for us. *They are not taking over the Course.* We are hiring them to perform the maintenance tasks that our crew has performed in the past. *They will not handle the Pro Shop end of the Course.*
- 8) They want to be here. Davey Corporation needs to do a great job because they feel there are many opportunities in the area in the future for their company. If they do poorly, it will reflect negatively on them and hurt their chances for future growth in the area.
- 9) Emergency Equipment. They can provide emergency loaners while repairs are made to equipment, eliminating the need to try and borrow equipment from neighboring courses.
- 10) They will hire our existing employees for the support staff. They plan on bringing back returning employees from the previous year and anyone that we recommend.
- 11) Professional appearance. All maintenance employees will wear Davey Golf uniforms.
- 12) They will supply an onsite mechanic who will handle all minor repairs (blade sharpening, oil changes, fixing flats, welding, etc.), instead of relying on DPS mechanics or sending it out.
- 13) They will handle all irrigation duties (start-up and winterization) and repairs under 4" (essentially everything except the pumps/motors/irrigation heads) that were previously handled by the DPS irrigation specialist.

- 14) Fewer financial liabilities. They will assume all costs for the maintenance staff. We will have no insurance costs, unemployment, FICA, workman's comp, pre-employment physicals/drug screenings, legacy costs, etc.
- 15) A savings of \$8,300 in expenses incurred by DPS last year for irrigation work and approximately \$5,000 incurred by DPS for mechanic services.
- 16) A balance of \$10,000 will remain in our Course Maintenance Account.

DISADVANTAGES

- 1) Increase of \$27,150 for FY12-13 over what was budgeted.
- 2) We are responsible, as we have been, for major repairs, certain irrigation costs, course accessories and special projects.

| THE YEARLY | Y FINANCIAL COMMITMENT FOR THE 5-YEAR PROPOSAL IS AS FOLLOWS: |
|------------|---|
| | 2013 - \$164,500 |
| | 2014 - \$166,000 |
| | 2015 - \$168,000 |
| | 2016 - \$170,000 |
| | 2017 - \$170,000 |

Attached are highlights of the Davey Golf Proposal. If you would like to review the complete proposal, copies are available for review at the Recreation Office in the Yack Arena or Mr. Drysdale's Office at the Wyandotte City Hall.

The Recreation Commission at its meeting on Tuesday, March 12, 2013, unanimously accepted the recommendation of the Superintendent of Recreation to accept the proposal of Davey Golf to provide maintenance at Wyandotte Shores Golf Course per the 2013-2017 Proposal and to request an additional \$27,150 for the FY13 budget.

Sincerely yours, ames K Tong

James R. Knopp Superintendent of Recreation Justin N. Lanagan

Administrative Trainee

JRK:JNL:tj Attachments



Mark R. Jackson Personal Profile

EDUCATION

| 1972 – 1974 | Michigan State University (Associates Degree: Turfgrass Management) |
|-------------|---|
| 1974 – 1977 | Michigan State University (BS: Crop and Soil Sciences) |
| 1981 - 1984 | Ohio State University (Certificate Landscape Design) |

LICENSES & CERTIFICATES

- CGCS 1993 Certified Superintendent
- Oakland University Landscape Courses
- Certified Pesticide Applicator
- Conference Lecturer

SIGNIFICANT CAREER EVENTS

- 2011-2012 Indianwood Golf & Country Club/USGA / 2012 U.S. Senior Open
- 1996 18 hole golf course renovation
- 1994 U.S. Women's Open
- 1994 Mid-AM. Qualifier
- 1991-1992 Constructed 9-hole golf course with housing project
- 1990 Hosted P.G.A. 4 Man "Skins" game
- 1989 U.S. Women's Open
- 1988 Constructed 18-hole golf course with housing project
- 1987-1991 Michigan P.G.A. Championship Host
- 1985 U.S. Men's Open South Course Oakland Hills C.C.

WORK HISTORY

- 1999 Present Division Manager, Davey Golf, Business Development of Multiple Facilities
- 1995 1999 Superintendent, Country Club of Detroit (27-hole facility)
- 1987 1994 Project Manager/Superintendent, S.A. Industries (Indianwood Golf & CC)
- 1985 1987 Superintendent (South Course), Oakland Hills Country Club
- 1982 1985 Self-employed, landscape designer/contractor
- 1978 1982 Grounds Manager, Brookwood Development
- 1970 1978 Grounds staff, 5 different private and city facilities

A Division of The Davey Tree Expert Company 1532 Opdyke Road, Suite 800 Auburn Hills. Mt 48326



1532 N. Opdyke Road, Ste. 800 Auburn Hills, MI 48326 Phone: 248.475.9155 Fax: 248.475.9156

Jerry McVety Personal Profile

EDUCATION

| 1995 | Oakland Community Collage - A.S. Ornamental Horticulture |
|------|--|
| 1991 | Michigan State University – Certificate of Turfgrass |
| 1998 | Penn State University-bachelors work |

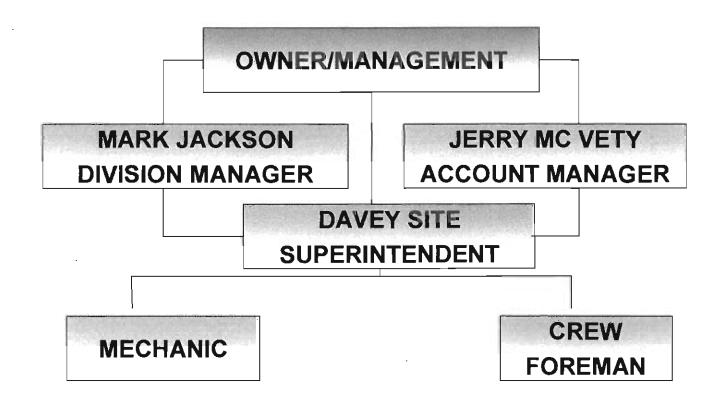
LICENSES & CERTIFICATES

- Michigan Certified Pesticide Applicator
- Multiple other continuing Education Credits in Turf, Business and Equipment
- GCSAA Class A Superintendent

SIGNIFICANT CAREER EVENTS – Work History

| • | 2007 - Present | Davey Golf Course Maintenance/A Division of The Davey Tree Expert Co. Account Manager and Regional Superintendent |
|---|----------------|---|
| • | 1999–2009 | Oakhurst Golf and Country Club – Clarkston, Michigan Golf and Grounds Superintendent |
| • | 1995 –1999 | Rochester Hills Golf Club – Rochester Hills, Michigan Golf Superintendent and Oversee Superintendent at Salt River Golf Club |
| • | 1991 – 1995 | Salt River Golf Club – New Baltimore, Michigan Golf Superintendent |
| • | 1989 –1991 | Dun Rovin Golf club, Plymouth, Michigan Golf Superintendent |
| ٠ | 1988-1989 | Pine Knob Golf Club, Clarkston, Michigan Assistant Superintendent |

WYANDOTTE SHORES GOLF COURSE







Job Description for Davey Golf Superintendent

Major Function

Davey Golf is entrusted with the maintenance; grow in operation, and management of golf courses.

- Supervising the renovation and maintenance of the golf course.
- Supervising the maintenance and reports maintenance equipment.
- Rendering professional advice, opinions, assistance, and services to the facility's board of directors or managing body as required.
- Participating in all long-range planning meeting.

The Golf Course Superintendent (as on-site supervisor) reports directly to one of the following individuals on a predetermined interval.

- General Manager
- Director of Golf/Pro-Shop
- Davey Golf Course Maintenance Account Manager

Golf Course Superintendent coordinates operation with the Club Manager and Golf Professional.

Major duties and Responsibilities

Davey assumes responsibility for managing and maintaining which include:

- Golf Course and practice areas
- Maintenance equipment
- Clubhouse grounds and landscaping
- Open spaces, wooded areas, unused acreage and areas outside on property
- Sod farm and nursery
- Renovation and/or reconstruction of such properties, whether performed by maintenance staff or outside contractors. Submit written plans and options for course renovation projects for final approval.

Working Relationships

- Communicates regularly with the organization's top management group to discuss activities, goals, plans, and customer input. Periodic reports (written) as required by club, usually monthly.
- Plays golf regularly with Owner/Board/Manager to continue communications.

Requirements

- Requires advanced knowledge or agronomy and turfgrass management practices; a working knowledge of golf facility construction principles, practices and methods; and a thorough understanding of the rules and strategies of the game of golf.
- Requires a high degree of <u>administrative</u> and executive ability, especially in terms of problem solving and decision making and communication skills. Reports are required.
- Requires current state certification or licensing as a pesticide applicator.
- Requires participation in continuing education opportunities such as seminars, workshops, correspondence courses, field days and tradeshows.

Dimensions

- Formulate annual policies established in accordance with the facility's long-range plan and defined maintenance standards.
- Interview, hire, train, direct and supervise a staff of employees for maintaining the golf course properties. Davey Golf has authority to terminate employment of subordinates.
- Plan all maintenance and project work, applying his/her agronomic and administrative expertise to achieve the facility's maintenance standards and long-range goals.
- Oversee the scheduling and routing of personnel and equipment to accomplish the work efficiently. Inspects the golf course and related areas to evaluate how well management standards are being achieved and to effect changes in management programs.
- Purchase necessary supplies to maintain facility's properties.
- Responsible for inventory control and oversees the equipment maintenance programs
- Keep an accurate and complete record on inventory, weather data, maintenance procedures, pesticide applications, labor activities, etc.



PROJECTS vs. MAINTENANCE

The following are examples of Projects that would be outside the scope of the Maintenance Specifications. Maintenance refers to maintaining what already exists.

- A. Rebuilding of bunker (redistributing existing sand after storms is maintenance).
- B. Installation of new bunker sand.
- C. Installation of "new" drainage piping (repairing existing drainage is maintenance).
- D. Installation of "new" landscaping enhancements (making a crisp line on existing beds is maintenance). Making new beds (landscape) is a project.
- E. Planting new trees.
- F. Adding a new tee or tee complex.
- G. Adding or rebuilding a green.
- H. Installation of new linear footage to cart paths requiring asphalt or slag base.
- I. Earth moving.
- J. Adding additional zones to irrigation systems or adding components.
- K. Replacing existing golf accessories example: ball washers, benches, baskets, tee marks, (flagpoles and cups are maintenance).
- L. Removing dead trees. Minor pruning of landscape and ornamental trees is considered maintenance.



MAINTENANCE MISSION

The object of this resume is to present you with a plan for a fully maintained golf course that will maximize the appearance and playability of your Golf Course. This is accomplished by providing staff that is technically strong and is experienced in the operation of golf course maintenance.

SPECIFICATION CLOSING STATEMENT

DAVEY GOLF COURSE MAINTENANCE will request no additional funds for overruns and no discounts will be given for situations where less is required and unless stated. Our intention is to perform according to the contract specifications using them as a guide. **Adjustments are made as necessary to provide the best possible playing conditions by utilizing all resources available.**





Question:

Why outsource the care of your most important asset, your golf course, to Davey Golf Course Maintenance?

<u>Answer</u>: Less worry – Great results

When it comes to golf course maintenance, Davey delivers exactly what you need:

- Superior operational efficiency
- Budget stability with known fixed costs
- Consistent, high quality playing conditions

Davey Golf Course Maintenance understands that maintaining a golf course is a *business* function as much as it is an *agronomic* function.

Partnering with Davey ensures you receive a solid return on your course maintenance investment.

Davey understands your concerns.

We can control your maintenance budget relieving you to focus on more important tasks; expanding your customer base, increasing revenue and attaining growth goals.

Operations:

Davey increases the business owner's control through our accountability. We strive to complete all operations in a seamless manner, assure effective communications with ownership and customers and to always demonstrate professional attitude and appearance. We keep the golfer's satisfaction in mind.

Labor:

Davey assumes all labor costs, burdens and taxes, relieving you of this complicated task. And, we are able to offer our employees enhanced benefit programs that are uncommon in the golf industry.

Insurance and Tax:

Davey protects you from liabilities and fluctuating insurance costs.

Purchasing:

Davey improves your cash flow by capitalizing necessary equipment purchases. Davey reduces the owner's personal property tax on equipment as well. Davey multiplies service value through our superior purchasing power.

Whether you are interested in controlling your costs, improving your operations, or both, consider joining forces with Davey.

Together we can solve your problems, ease your worry and produce great results.



Davey Golf Course Maintenance is a division of The Davey Tree Expert Company, which has U.S. and Canadian operations in more than 45 states and five provinces, and provides a variety of golf and grounds maintenance, tree care, and consulting services for the residential, commercial, utility and government markets. Founded in 1880, Davey is employee-owned.

www.davey.com/qolf * 800-445-8733, Ext. 8266



1532 Opdyke Road, Suite 800 Auburn Hills, MI 48326 Phone: (248) 475-9155 Fax: (248) 475-9156

ATTACHMENT TWO

February 21, 2013

City of Wyandotte Wyandotte Shores Golf Course Mr. Todd Drysdale, Finance Director Mr. Justin Lanagan, Park Supervisor Mr. Jim Knoop, Park Supervisor 3625 Biddle Avenue Wyandotte, MI 48195

Gentlemen:

Davey Golf Course Maintenance, a division of The Davey Tree Expert Company looks forward to partnering with you to care for **Wyandotte Shores Golf Course**. The following proposal is based on specifications submitted (Attachment One). **Wyandotte Shores Golf Course** retains all responsibility and liabilities for capital improvements and maintenance upkeep of structures, infrastructures, pump house, fence lines, property, etc.

Davey Golf Course Maintenance will supply staffing as needed to maintain the **Wyandotte Shores Golf Course**, with full use of maintenance building and equipment (see Attachment Four). **Wyandotte Shores Golf Course** is responsible for Pumphouse utilities, shop utilities, phone, and heating costs. Davey is responsible for cell phone usage for Davey Staff.

PROPOSAL - and Added Values

| <u>2013</u> | 2014 | <u>2015</u> | <u>2016</u> | <u>2017</u> |
|-------------|------------|-------------|-------------|-------------|
| \$164,500. | \$166,000. | \$168,000. | \$170,000. | \$170,000. |

Monthly payment schedule - See Attachment Three (Zero payments November - January)

Value Added: Equipment, resources and expertise.

Name

Davey Golf assumes stewardship and daily repair of course maintenance and shop equipment with the exception of catastrophic failures. **Wyandotte Shores Golf Course** is responsible for equipment replacements as needed, major component failure on all equipment and shop equipment owned by **Wyandotte Shores Golf Course**. (See Attachment One for further detail – Technical Maintenance Specifications)

Davey Golf will aid in furnishing temporary usage of equipment where applicable. **Wyandotte Shores Golf Course** is responsible for snow removal equipment and salt. **Davey Golf** supplies labor for needed repairs on equipment and irrigation system. **Wyandotte Shores Golf Course** provides repair parts for the fixed asset labeled irrigation system controls. **Davey Golf** will provide irrigation shop supplies, and pipe repairs as needed. (See Attachment One for further detail – Technical Maintenance Specifications)

We at **Davey Golf Course Maintenance** sincerely look forward to maintaining your golf course and continuing to work with you in the future.

| Sincerely, | | | |
|------------------|-----------------|---------------------|--|
| Mark R. Jackson | Jerry McVety | John Kirtland | |
| Division Manager | Account Manager | Sales and Marketing | |
| Accepted by: | | | |

cepted by: ___

Title

Date



ATTACHMENT THREE

PAYMENT SCHEDULE FOR WYANDOTTE SHORES GOLF CLUB

SAMPLE ONLY - Months and percentages can be changed

To be invoiced per month on % schedule per yearly amount of contract

COST PER MONTH

| | | | <u>%</u> | | | | |
|-----------|--------|--------------|--------------|--------------|--------------|--------------|--------------|
| | | <u>2013</u> | <u>2014/</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> |
| | | \$164,500.00 | 2017 | \$166,000.00 | \$168,000.00 | \$170,000.00 | \$170,000.00 |
| JANUARY | 0.0% | \$0.00 | 0.0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FEBRUARY | 0.0% | \$0.00 | 5.0% | \$8,300.00 | \$8,400.00 | \$8,500.00 | \$8,500.00 |
| MARCH | 5.0% | \$8,225.00 | 10.0% | \$16,600.00 | \$16,800.00 | \$17,000.00 | \$17,000.00 |
| APRIL | 15.0% | \$24,675.00 | 15.0% | \$24,900.00 | \$25,200.00 | \$25,500.00 | \$25,500.00 |
| MAY | 15.0% | \$24,675.00 | 15.0% | \$24,900.00 | \$25,200.00 | \$25,500.00 | \$25,500.00 |
| JUNE | 15.0% | \$24,675.00 | 15.0% | \$24,900.00 | \$25,200.00 | \$25,500.00 | \$25,500.00 |
| JULY | 15.0% | \$24,675.00 | 15.0% | \$24,900.00 | \$25,200.00 | \$25,500.00 | \$25,500.00 |
| AUGUST | 15.0% | \$24,675.00 | 10.0% | \$16,600.00 | \$16,800.00 | \$17,000.00 | \$17,000.00 |
| SEPTEMBER | 15.0% | \$24,675.00 | 10.0% | \$16,600.00 | \$16,800.00 | \$17,000.00 | \$17,000.00 |
| OCTOBER | 5.0% | \$8,225.00 | 5.0% | \$8,300.00 | \$8,400.00 | \$8,500.00 | \$8,500.00 |
| NOVEMBER | 0.0% | \$0.00 | 0.0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| DECEMBER | 0.0% | \$0.00 | 0.0% | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 100.0% | \$164,500.00 | 100.0% | \$166,000.00 | \$168,000.00 | \$170,000.00 | \$170,000.00 |



DAVEY GOLF CLIENT REFERENCES

DAVEY NORTH

CAPTAINS CLUB AT WOODFIELD (18) 2003

Designed by Ray Floyd/Harry Bowers (Complete Maintenance) 11020 Vassar Rd. Grand Blanc, MI 48439 Contact: Sue Overmyer/ Manager (810) 695-4653

CITY OF AUBURN HILLS

FIELDSTONE GOLF COURSE (18) 2003 Designed by Arthur Hills (Complete Maintenance) 1984 Taylor Rd. Auburn Hills, MI 48326 Contact: Gordon Marmion/Director (248) 370-9354

COLUMBIA HILLS COUNTRY CLUB (18) 2011

Designed by Harold Paddock (Complete Maintenance) 16200 E. River Road Columbia Station, OH 44028 Contact: John Bourjaily (330) 236-8277

HARBOUR CLUB (9) 2003

(Complete Maintenance) 49000 Denton Rd. Belleville, MI 48111 Contact: Michelle Herrst (734) 699-8844

HEATHERS CLUB OF BLOOMFIELD HILLS (9) 2012

Designed by William Newcomb (Complete Maintenance) 900 Upper Scotsborough Way Bloomfield Hills, MI 48304 Contact: Jeff Carley (248) 334-9770

INDIANWOOD GOLF & COUNTRY CLUB (36) 2012

Designed by Wilfred Reid (Management) Home of the 2012 U.S. MEN'S SENIOR OPEN 1081 Indianwood Road Lake Orion, MI 48362 Contact: Kevin Aldridge (248) 693-9100

PAINT CREEK GOLF CLUB (18) 2007 Designed by Don Childs

(Complete Maintenance) 2375 Stanton Road. Lake Orion, MI 48362 Contact: Steve Vickery (248) 693-4695

CITY OF WESTLAND WESTLAND GOLF COURSE (9) 2002

WESTLAND GOLF COURSE (3) 2002 Designed by Newcomb/Lipe Assoc. (Complete Maintenance) 500 South Merriman Westland, MI 48186 Contact: Brian Harnos (734)721-6660)

DAVEY SOUTH

| HAWKES BAY GOLF COURSE (9) | 2008 |
|---|--------|
| EL SANTIAGO GOLF COURSE (9) | 2008 |
| EL DIABLO GOLF COURSE (9) | 2008 |
| BELVEDERE GOLF COURSE (27) | 2010 |
| Designed by Clifton Ezell Clifton | |
| (Complete Maintenance) | |
| Village Center Community Development Distric | t |
| 1894 Laurel Manor Lane | |
| The Villages, FL 32162 | |
| Contact: Eva Rey, Director of Purchasing and Su | ipport |
| Services | |
| (352) 751-6700 | |

LAKE FAIRWAYS C.C. (18) 2010 19371 Tamiami Trail North Fort Myers, FL 33903 Contact: Ed Southerd, GM (239) 731-2900

SILVER DOLLAR RESORT (27) 2010 12515 Silver Dollar Drive Odessa, FL 33556 Contact: Ken Ross, GM (813) 920-4185

TARPON SPRINGS G.C. (18) 2010 (Complete Maintenance) 1310 S. Pinellas Ave. Tarpon Springs, FL 34689 Contact: Chuck Winship, Golf Manager City of Tarpon Springs (727) 934-5191

PINE LAKES C.C. (18) 2010 100200 Pine Lakes Blvd. North Ft. Myers, FL 33903 Contact: Ed Southerd, GM (239) 731-2900

THE HERITAGE (18) 2012 3000 Heritage Lakes Blvd.

North Fort Myers, FL 33917 Contact: Steve Shortino, GM (239) 731-2424

A Division of The Davey Tree Expert Company 1532 Opdyke Road, Suite 800 Auburn Hills, MI 48326



October 28, 2009

To Whom It May Concern:

This is a letter of recommendation for Davey Golf Course Maintenance, a division of The Davey Tree Expert Company. I have been in the golf business my entire life and over 20 years managing private and public golf facilities. Current status as the General Manager at Fieldstone Golf Club, City of Auburn Hills since grand opening in 1998.

Fieldstone is one of the top ten rated golf courses in Michigan, specifically Metropolitan Detroit out of a field of 200 daily fee facilities. Our outstanding performance is attributed to service, amenities, course design, and course conditions.

We have outsourced golf course landscape and maintenance since 1998. In 2003, after a detailed bid process, Davey Golf was selected over five other companies. We have experienced six very consistent years with our golf course maintenance program. Their expertise, local resources, and locality of their regional office have proved invaluable. In 2008, we signed a renewal contract with Davey that will run through the year 2012.

I have great confidence in the Davey team and ability to produce an exceptional product, communicate daily on golf course conditions, detail course projects, and more importantly operate within our desired budgets.

Please feel free to contact me with any questions you may have.

Sincerely,

Dring

Gordon Marmion General Manager P.G.A. Golf Professional



10200 Woodfield Drive, Grand Blanc, MI 48439 810.695.4652 - Fax 810.695.8438

July 23, 2010

Davey Golf Course Maintenance 1532 Opdyke, Suite 410 Auburn Hills, MI 48326

To Whom It May Concern:

The Captain's Club at Woodfield, a Raymond Floyd Signature golf course, has been a client of Davey Golf Course Maintenance for over seven (7) years. Since the beginning of our business relationship, Davey has done exactly what they've said they would do, and more. My initial concerns of maintaining control over the maintenance end of our business has been completely alleviated, so much so that I wish I would have made this move sooner.

Although we've been in a tough business environment, where everyone is looking to save a buck, Davey has consistently elevated our grounds conditions every year to the point where I truly feel our course has never looked better in the 15 years since we've been open. I hear the same response from our customers.

Back when we ran the maintenance end of the business, our costs were 30% greater than what they are today with Davey. Needless to say, I like the fact that our course is in the best shape ever and I'm lowering my breakpoint at the same time. In our business, it doesn't get any better than that.

If I can provide any further assistance in the choice of utilizing the services that Davey provides, please feel free to call or email.

Sincerely,

THE CAPTAIN'S CLUB AT WOODFIELD

Manzan

Brian Mansour, President

BAM/sao



July 19, 2012

Mr. Mark Jackson Golf Course Superintendent Indianwood Golf & Country Club 1081 Indinawood Road Lake Orion, MI 48361

Dear Mark:

Well, we made it! Congratulations to you and your staff on preparing and presenting Indianwood's Old Course for the 2012 U.S. Senior Open. The management of the golf course over the last 12 months to position ourselves for the successful week that we had was fantastic. There is no doubt in my mind that your previous experience at Indianwood paid tremendous dividends to our collective goals.

I commend you and your staff for making the commitment to prepare the Old Course for the championship. The long hours go unnoticed by most, but certainly not by me. I know you were pulled in many directions beyond my "inside the ropes" needs but among all your duties, you managed to keep the playability of the golf course front and center – well done!

I am personally grateful for your professional effort in making the 2012 U.S. Senior Open a success.

Best wishes for continued success.

Sincerely,

Jeffrey A. Hall Managing Director Rules of Golf, Competitions & Amateur Status

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18, 2013

ITEM: Transient Marina at Bishop Park

PRESENTER: Mark A. Kowalewski, City Engineer and Natalie Rankine, DDA Director Mark for 1. 3-13-13 INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski and Natalie Rankine

BACKGROUND: The Engineering Department has been working towards securing funding for the construction of a Transient Marina to be located in Bishop Park. Attached are two (2) grant applications to MDNR – Parks and Recreation, The Boating Infrastructure Grant Program; Application #1 Transient Marina at Bishop Park in the amount of \$2,341,000.00; Application #2 – Day Use Floating Docks at Bishop Park in the amount of \$252,000.00.

Also, attached please find the proposed Wyandotte Marina Operations and Marketing Plan.

STRATEGIC PLAN/GOALS: Committed to protect and manage our natural resources vigorously by assessing riverfront development using standards emphasizing public access to the riverfront and sensitivity to the visual and environmental impacts of proposed developments.

<u>ACTION REQUESTED:</u> Approval of applications to MDNR for grants to construct a marina. Approve the Marina Operations and Marketing Plan.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Apply for grant by April 1, 2013.

<u>COMMISSION RECOMMENDATION</u>: Construction matching money is currently being budgeted thru TIFA.

<u>CITY ADMINISTRATOR'S RECOMMENDATION</u>: Although this agenda item is requesting the authority to apply for construction grants for a transient marina, it should be noted that the Operations and Marketing Plan identifies an annual cost to operate the transient marina of over \$97,000 which could widely vary depending on the necessity of the marketing and promotional efforts employed to achieve utilization. The necessary utilization rate to avoid a City subsidy of this facility would need to be in excess of 50% of capacity. A utilization rate at that level does not appear

to be realistic based on actual activity of other transient marina facilities along the Detroit River. Thus, it appears likely that a funding source for the likelihood of an annual revenue shortfall would need to be identified. This funding source should be identified prior to the acceptance of any grant funding that would commit the City to this project.

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: 1. Grant Application

2. Marina Operations and Marketing Plan

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date: March 18, 2013

RESOLUTION by Councilperson_____

BF IT RESOLVED that the communication from the City Engineer and Downtown Development Automity regarding Transient Marina at Bishop Park is hereby received and placed on file; AND

BE IT RESOVLED that Council authorizes the City Engineer to apply for two (2) different grants from MDNR – Parks and Recreation, The Boating Infrastructure Grant Program Waterways Grant Program; Application #1 Transient Marina at Bishop Park in the amount of \$2,341,000.00; Application #2 – Day Use Floating Docks at Bishop Park in the amount of \$252,000.00; AND

BE IT RESOLVED that Council approves the Wyandotte Marina Operations and Market Plan

I move the adoption of the foregoing resolution.

MOTION by Councilperson

Supported by Councilperson

YEAS COUNCIL Browning DeSana Fricke Galeski Sabuda Stec <u>NAYS</u>



BOATING INFRASTRUCTURE GRANT PROGRAM APPLICATION



This information is required by Authority of Act 320 of 1947. GRANT APPLICATIONS <u>MUST BE RECEIVED BY 5 PM EST</u>, APRIL 1

| Applicant Name (Local | Government) | | | | Nam | e of Contact Pers | son/T | itle | | | |
|--|----------------|------------------|-------------------|-------------------|--------------------|---------------------|--------|-----------------------|-----------|--|--|
| City of Wyando | | | | | Mark A. Kowalewski | | | | | | |
| Address | | | | | Addr | | | 2/1 L | | | |
| 3200 Biddle Av | enue Suit | e 200 | | | 320 | 0 Biddle A | ven | ue Suit | e 20 | 0 | |
| City, State, ZIP | | | | | City. | State, ZIP | | | | | |
| Wyandotte, Mic | hiqan 48 | 192 | | | Wya | ndotte, MI | 4 | 8192 | | | |
| Federal Employer Ident | | | QUIRED) | | E-ma | ail Address | | | | | |
| 38-6004749 | | 1.1 | | | mkc | walewski@w | ryan | l.org | | | |
| NOTE: FEIN Numb | er of municipa | ality identified | as Applicant | t Name (<i>l</i> | Local | Government) a | abov | e MUST be | e provi | ded to receive grant funds. | |
| Applicant Telephone | | Applicant FAX | < | | Cont | act Person Telep | hone | 3 | Contac | t Person FAX | |
| (734)324-4554 | | (734)324 | -4535 | | (73 | 4)324-4554 | | - | (734 |)324-4535 | |
| Decision Lances | | No: | | County | | | | State Senate | District | State House of Representative District | |
| PROJECT LOCATION | I 🗌 Village | ⊠City | Township | Wayne | | | | 8 | | 13 | |
| PROJECT TITLE (app Transient Mari | 10.00 | | | e acronym | ns or s | cientific terms) | | | | | |
| DESCRIPTION OF PR Attach a description of lhe | | including scope | e items, estimate | ed costs, es | stimate | ed construction sch | iedule | = e, and digital s | site phot | los) and a needs assessmenL | |
| BUDGET SUMMARY | A. Estimated | d Project Cost | t (B + C): | | \$_ | 2,341,000 | | - | | | |
| | B. Requeste | ed Grant Amo | unt: | | \$ | 1,170,500 | . 00 | 2 | | | |
| | C. Applicant | 's Matching F | unds: | | \$ | 1,170,500 | .00 | - | | | |
| 1 | D. DNR/DM | B Project Ma | nagement: (.03 | 3 x A): | \$ | 35115 | .00 | - | | | |
| | E. Final Rei | nbursement / | Amount (B – C |): | \$ | 1, <u>135,385</u> | .00 | | | | |

As Designated Representative of above-named Applicant, I hereby agree to implement this project according to the materials provided with this application and to abide by the provisions of the Waterways Grant program, including compliance with all applicable Federal and State laws and regulations.

Printed Name and Title of Applicant's Designated Representative

Signature

Dale

THE APPLICATION WITH ATTACHED PROJECT DESCRIPTION MUST BE RECEIVED BY 5 PM EST, APRIL 1

Applications should be <u>mailed</u> to: WATERWAYS PLANNING UNIT PARKS AND RECREATION MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30257 LANSING MI 48909 Overnight or Express Mail Address: WATERWAYS PLANNING UNIT PARKS AND RECREATION MICHIGAN DEPARTMENT OF NATURAL RESOURCES 530 WEST ALLEGAN LANSING MI 48933

| FOR DNR USE ONLY | | | | | | | | |
|---|--------------------------------------|------|--|--|--|--|--|--|
| Facility No.: | Parks & Recreation Compliance Review | | | | | | | |
| Parks & Recreation Comments | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Parks & Recreation Program Manager (please print) | Signature | Date | | | | | | |



BOATING INFRASTRUCTURE GRANT PROGRAM APPLICATION

This information is required by Authority of Act 320 of 1947.

GRANT APPLICATIONS MUST BE RECEIVED BY 5 PM EST, APRIL 1

| Applicant Name (Local (| Government) | | Name of Contact Person/Ti | tle | | | | | |
|--|--|-----------|--------------------------------|-----------------|----------|--|--|--|--|
| City of Wyando | tte | | Mark A. Kowalewski | | | | | | |
| Address | | | Address | | | | | | |
| 3200 Biddle Av | enue Suite 200 | | 3200 Biddle Avenue Suite 200 | | | | | | |
| City, State, ZIP | | · · · · · | City, State, ZIP | | | | | | |
| Wyandotte, Mic | | | Wyandotte, Michi | gan 48 | 3192 | | | | |
| Federal Employer Identi | fication Number (FEIN) (REQUIRED) | | E-mail Address | | | | | | |
| 38-6004749 | | | mkowalewski@wyan | .org | | | | | |
| NOTE: FEIN Numb | er of municipality identified as Applicant Na | ame (L | _ocal Government) above | MUST b | e provi | ded to receive grant funds. | | | |
| Applicant Telephone | Applicant FAX | | Contact Person Telephone | | | ct Person FAX | | | |
| (734)324-4554 | (734)324-4535 | | (734)324-4554 | | (734 |)324-4535 | | | |
| | | unty | | Slate Senale | District | State House of Representative District | | | |
| PROJECT LOCATION | □Village ⊠City □Township Wa | yne | | 8 | | 13 | | | |
| | roximately 25 characters; please do not use aco na at Bíshop Park = Day Use | | | | | | | | |
| and the second s | | 1 100 | DOCKS ONLY | | | | | | |
| DESCRIPTION OF PR Attach a description of the | overall project (including scope items, estimated co | osts, es | timated construction schedule, | , and digital s | site pho | los) and a needs assessment. | | | |
| BUDGET SUMMARY | A. Estimated Project Cost (B + C): | | \$ 252,000.00 | | | | | | |
| | B. Requested Grant Amount: | | \$ 126,000.00 | | | | | | |
| | C. Applicant's Matching Funds; | | \$ 126,000.00 | | | | | | |
| } | D. DNR/DMB Project Management: (.03 x / | A): | \$3,780.00 | | | | | | |
| 1 | E. Final Reimbursement Amount (B – D): | | \$122,220.00 | | | | | | |

As Designated Representative of above-named Applicant, I hereby agree to implement this project according to the materials provided with this application and to abide by the provisions of the Waterways Grant program, including compliance with all applicable Federal and State laws and regulations.

Printed Name and Title of Applicant's Designated Representative

Signature

Date

THE APPLICATION WITH ATTACHED PROJECT DESCRIPTION MUST BE RECEIVED BY 5 PM EST, APRIL 1 Applications should be mailed to: **Overnight or Express Mail Address:** WATERWAYS PLANNING UNIT WATERWAYS PLANNING UNIT PARKS AND RECREATION PARKS AND RECREATION

MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30257 LANSING MI 48909

MICHIGAN DEPARTMENT OF NATURAL RESOURCES 530 WEST ALLEGAN LANSING MI 48933

| | FOR DNR USE ONLY No.: Parks & Recreation Compliance Review | | | | | | | |
|---|--|------|--|--|--|--|--|--|
| Facility No.: | Parks & Recreation Compliance Review | | | | | | | |
| Parks & Recreation Comments | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Parks & Recreation Program Manager (please prir | nt) Signature | Date | | | | | | |

ESTIMATED COSTS

| Timber deck/fenders | \$ 48,800.00 \$ 95,000.00 | Floating Dockage System | |
|---|------------------------------|-----------------------------|------------|
| Structural Steel | \$145,100.00 \$47,500.00 | Dockage Anchorage System | |
| Foundation Piles | \$360,400.00 \$19,200.00 | Access Gangway | |
| Spring Piles | \$ 50,700.00 | *Sub Total Floating Dockage | \$161,700. |
| Wave Attenuator Wall | \$251,400.00 | Engineering & Design Fee | \$ 15,000. |
| Misc. Attachments | \$ 17,300.00 | Construction Engineering | \$ 2,000. |
| Utility Services | \$167,900.00 | Contingency | \$ 34,000. |
| Marina Building | \$200,000.00 | **Inflation Adjustment | \$_39,300. |
| Utility Services | \$100,000.00 | TOTAL FLOATING DOCKAGE | \$252,000. |
| Site Work | \$ <u>50,000.00</u> | | |
| *Sub-Total Fixed Dock Plan B1 | \$1,391,600.00 | | |
| Contingency | \$ 280,000.00 | | |
| Engineering & Architectural Design Fee | \$ 120,000.00 | | |
| Construction Engineering Services | \$ 13,000.00 | | |
| **Inflation Adjustment | \$ 284,400.00 | | |
| Total Fixed Dock Plan B1 | \$2,089,000.00 | | |
| Votal Fixed Dock Plan B1 | \$2,089,000.00 | | |
| Day Use Floating Dock | \$ | | |
| TOTAL | \$2,341,000.00 | | |





PROPOSED TRANSIENT MARINA

Operations and Marketing



March 4, 2013

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AD HOC MARINA COMMITTEE

Dale Brennan, Recreation Commission Jim Knopp, Interim Superintendent of Recreation Mark Kowalewski, City Engineer Justin Lanagan, Administrative Trainee Gerald Lucas, Downtown Development Authority Wally Merritt, Recreation Commission Natalie Rankine, Downtown Development Authority Leonard Sabuda, City Council Member Lynn Steffensky, Wyandotte Business Association

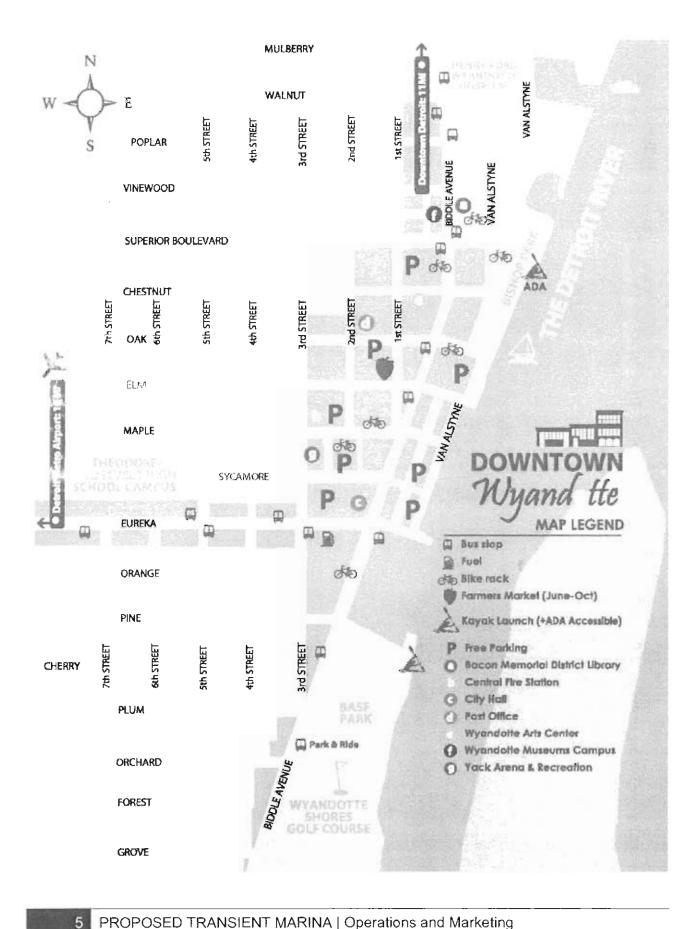
FORWARD

A waterfront community, Wyandotte is rich in history and is known for its distinctive architecture, charming downtown district, waterfront parks, golf course and variety of cultural and recreational offerings. Downtown Wyandotte is comprised of more than a dozen blocks along Biddle Avenue, and extends 5 blocks along First and Second Streets and 7 blocks to the west along the Eureka corridor. The map on the following page illustrates the various downtown amenities and attractions adjacent to the Detroit River: Wyandotte Shores Golf Course, Kayak Launch, Bacon Memorial Library, Henry Ford Wyandotte Hospital, United States Post Office, Wyandotte Arts Center, Wyandotte Museums Campus, Yack Ice Arena, BASF Park, Bishop Park, Smart Bus Stops, Smart Bus Park & Ride, Wyandotte Farmers Market, free parking, bike racks and downtown shopping and dining. The map on page 5 illustrates the location of the various amenities in relationship to the riverfront.

From a development standpoint, it can be challenging to attract certain types of businesses to Downtown Wyandotte. This is largely due to the fact that the district cannot draw traffic from 360 degrees. It is largely believed that a transient marina is needed to keep Wyandotte's Central Business District economically viable and draw visitors to the district from the riverfront. The marina would also serve as a safe haven for boaters during inclement weather and attract potential waterfront events, activities and recreational programming. Wyandotte's Strategic Plan, adopted on January 11th, 2010 further supports the City's desire for marina development:

Wyandotte's riverfront is its most attractive natural feature of the City. Substantial development along this riverfront has enhanced it as a dining, recreational and entertainment designation. A downtown riverfront marina provides access to the downtown area as a destination.





PLAN OBJECTIVES

- 1. To investigate the logistics and costs of promotion of the Wyandotte Marina as a destination in Southeast Michigan;
- 2. To investigate the costs of operation of proposed facilities and amenities for the marina;
- 3. To estimate the costs of events, programming and promotions that cater to marina guests with the Department of Recreation, Special Events Office, Downtown Development Authority, Wyandotte Business Association and local businesses;
- 4. To outline personnel needs and cost estimates associated with operating and maintaining the marina.

WYANDOTTE AS A BOATER'S DESTINATION

Destinations for Transient boaters are typically attraction driven. Boaters desire to dock in a location with a variety of activities, services and amenities within close proximity or walking distance to the marina. The ultimate success of a transient marina is inherently linked to the availability of attractions, activities and events located within this proximity. Downtown Wyandotte currently has 38 restaurants, bars and sweet shops within walking distance to the proposed marina location. These restaurants range from fast food and casual to fine dining. These Downtown restaurants also offer ample seasonal outdoor café seating. Downtown retail shopping offers an array of men's, women's and children's apparel, home furnishings, accessories, jewelry and several art galleries. In addition, the downtown offers a variety of service based industries: laundry, hair and nail salons, dental, medical, law, finance and banking. Downtown Wyandotte has one local Bed and Breakfast and plans are underway for a boutique hotel development. Wyandotte has no shortage of events during the boating season, as the City is host to over 80 events each year, a seasonal golf course and weekly Downtown Farmers Market.

The Downtown District also houses two popular cultural institutions; The Wyandotte Museums Campus and the Downriver Council for the Arts, and several independently owned art galleries. The Wyandotte Museums Campus located at 2610 Biddle Avenue houses important archives for the City of Wyandotte, a house-museum, and a gallery dedicated to the history of The City of Wyandotte. The Museum hosts the very successful Heritage Event Series each year. The Heritage Event Series is comprised to engage the community and raise awareness about the history of the City of Wyandotte and includes the Victorian Mad Hatter Tea Party, Historic Cemetery Walk, Historical Film Fest, World War II Victory Rally, and Pie & Ice Cream Social & Christmas Open House.

The Downriver Council for the Arts (DCA) is housed at the James R. DeSana Center for Arts and Culture located at 81 Chestnut. The James R. DeSana Center for Arts and Culture was developed by the City of Wyandotte and is owned by the Wyandotte Art Center, LLC. The Downtown Development Authority provides grant funding to assist the Downriver Council for the Arts in operating the facility. The DCA hosts art exhibits, classes, lectures, live music, performing arts, summer youth art camps and theatrical productions throughout the year.

Interviews with current marina owners indicate that boater registration has decreased and that boaters are traveling less and that transient usage is down. According to the National Marine Manufacturer's Association (NMMA) boater registration has declined by more than 20% in the state of Michigan since 2001. There are currently 90,000 registered boats in the State of Michigan and 3,200 boat wells within 30 miles of Wyandotte. Despite these facts, our location makes it ideal for a proposed transient marina and should allow Wyandotte to capture a good share of the transient boater traffic. *A list of existing local marina facilities may be found in the Transient Marina Study from February 4, 2009.*

7

PROPOSED MARINA SPECIFICS

The proposed transient marina is located in Downtown Wyandotte at the south end of Bishop Park between Oak and Elm Streets, just east of Van Alstyne Street. The specifics of the proposed transient marina are as follows:

1. Fixed Docks:

This permanent dockage system is steel frame with a wood deck supported by steel H pile framing and wave attenuator wall. This structure is located 75 feet south of the existing Bishop Park fishing pier. Specifications are as follows:

- a. 18 slips @ 30 feet each
- b. 3 slips @ 60 feet each
- c. Broadside mooring for larger cruise ships or tall ships

All slips will be served by utility pedestals with electric, water and possible cable/data hookup for boater use.

2. Floating Dock System:

8

The floating dock system would be removable and comparable to the existing Kayak Launch. This proposed dock system will be located just south of the existing Kayak Launch and west of the Bishop Park fishing pier. Specifications are as follows:

- a. 6 -10 boats broadside "day docking" mooring for smaller boats with a maximum size of 40 feet.
- 3. Each access pier will have a secured gate. The facility will either have a new building or an addition to one of the existing buildings in Bishop Park to provide restrooms, showers and laundry facilities for the marina.

Please note: Proposed Costs for Construction of the Marina and Amenities are outlined in the Transient Marina Study dated February 4, 2009.

MARINA OPERATIONS

There are two possible methods of operating the proposed transient marina: In-house operation or third party operation.

IN-HOUSE OPERATION

The marina would be operated through additional staffing of our Recreation Department. Maintenance would be provided for the facility through our Department of Public Services.

Advantages:

- 1. Wyandotte would maintain full control of and oversee all marina business and it would be easier to coordinate special events with marina operations.
- 2. Creation of additional part-time jobs within the City.

Disadvantages:

- 1. It is highly unlikely that revenue would cover the costs associated with staffing the project in the beginning, but the marina could be a source of potential revenue in the distant future.
- 2. The city is already facing financial difficulties and cutting staff where applicable. We expect this trend to continue and it may be difficult to justify hiring additional staff.
- 3. The additional need for maintenance, operations and marketing of the facility would put an additional strain on the already understaffed departments.

HOURS AND DATES OF OPERATION:

Projected costs for transient marina operation are estimated as having an April 1st opening date (to accommodate the fishing season) and a September 29th closing date. These dates are subject to change depending upon the weather each year.

Hours of operation for staffing the marina are estimated at 14 hours per day from 8:00 am to 10:00 pm, seven day a week. It is also anticipated that hours may be extended due to special events.

PROJECTED STAFFING NEEDS:

It is estimated that one dock-master and one boat handler will be scheduled at all times that the marina is in operation. These positions would both be part-time positions and, as such, filled by more than two people, with a minimum of two shifts per day. On Saturdays, Sundays and holidays one additional boat handler will be on duty.

Additional hours from DPS Employees for clean-up and maintenance of the marina and facilities would also be required to operate the marina in-house. It is estimated that an additional 15-20 hours per week will be required for these duties.

Estimated employee wages:

Dock-master will be paid \$10.00 per hour. Boat handler will be paid \$7.40 per hour.

In-house staffing costs:

26 weeks @ 7 days a week @ 14 hours per day @ 17.40 per hour = \$44,335.20

55 days @ 14 hours per day @ 7.40 per hour = \$5,698.00

Additional DPS hours: 20 hours @ 26 weeks @ 10.00 per hour = \$3,900.00

Total Salary = \$53,933.20

FICA = 7.65% x \$53,933.20= \$4,125.89

Total amount for staffing one season (based on the year 2013) = \$58,058.20

State of Michigan training is required for dock-master and boat handlers. Estimated training costs are \$500.00 to \$1000.00 per year.

YEARLY CAPITAL MAINTENANCE COSTS:

Per discussions with neighboring facilities, it was determined that some of the maintenance could be accomplished by our Department of Public Service, but that funding for routine maintenance will have to be established. All marinas interviewed indicated that it was difficult to estimate maintenance costs, as they can vary significantly from year to year. One marina that was interviewed indicated that they spent \$4,000.00 one year only to incur more than \$32,000.00 in repair costs the very next year.

An annual budget of \$18,000.00 for capital maintenance and upkeep is estimated.

If the facility is operated by the City, daily maintenance would be covered by the Department of Public Services and costs are illustrated on page 10.

THIRD PARTY OPERATION

The marina would be overseen by a third-party organization who will be responsible for day-today operations and maintenance of the marina.

Advantages:

- 1. The City would not incur the cost of hiring additional employees.
- 2. It would be advantageous for a Third-Party operator to have a vested interest in making the transient marina a for-profit initiative.
- 3. The City would not incur staffing or maintenance costs for the marina.

Disadvantages:

1. The City would not retain ultimate control over events and happenings at the marina.

Projected staffing needs:

The City would incur the initial cost of constructing the marina and facilities, but costs would not be incurred for staffing, maintenance and cleaning of the marina facilities.

Note: As a part of the investigation process, Councilman Leonard Sabuda met with The American Legion Post 217, which is located adjacent to the proposed marina location. The purpose of his meeting was to determine if the current staff of the facility would be open to operating the marina far the City. The Legion indicated that they did not have an interest in making marina operations a part of the services they offer, but did mention that the legion has great enthusiasm for the project and would provide a letter of suppart for the City.

Marketing and promotion:

The city could contract with a third-party to provide marketing for the proposed marina or elect to market the facility in-house. Projected in-house marketing and promotion costs are illustrated beginning on page 12.

MARKETING AND PROMOTION

Upon discussions with current marina owners and operators, it was discovered that proper marketing and promotion of the proposed marina is equally as important as the operation of a quality facility. The operators that were interviewed all suggested that we begin marketing the marina one full year in advance of its opening and continue to market the marina throughout the year, despite it being a seasonal destination. Additionally, the City Departments and Business Association would work with other boat and yacht clubs to obtain regional boater contact information and to cross-promote the proposed Wyandotte marina. Our primary target market would be boaters located in Michigan, Ohio and Canada. The majority of reservations would be accomplished through the DNR's Reservable Harbor's website at www.michigan.gov/dnr

Please note: A Market Feasibility Evaluation which outlines an investigation of competing facilities may be found in the Transient Marina Study dated February 4th, 2009.

In-house promotion:

If the City elects to operate the facility, it is anticipated that the marina would be jointly marketed in-house by the Recreation, Leisure and Culture Department, Special Events Office and Downtown Development Authority as our other events and programs are.

1 Promotional Print

Promotional print advertising includes: Posters, newspaper advertisements, flyers and inclusion in the City's Guidebook and Special Events calendar. Yearly costs for promotional print are estimated at \$20,100.00 per year and would include the following:

10 Full-page advertisements in a regional newspaper @ \$1,200.00 each = \$12,000.00

6 Full-page advertisements in local newspapers @ \$850.00 each = \$5,100.00

Inclusion of marina in City Guidebook: \$1,000.00

Miscellaneous print, posters & flyers: \$2,000.00

2. Regional boating shows/events

It is expected that the marina would have representation in regional boating shows and special events that promote boating in the region.

Yearly costs for attendance, representation and the cost of print media to distribute at these events are estimated at \$5,000.00 per year.

3. Television and radio marketing

Due to the high cost of television and radio marketing, the City utilizes this as a limited means of promotion, mostly for the Wyandotte Street Art Fair; therefore the likelihood of being able to fund this type of promotion is doubtful. The marina would be promoted at no cost on our local access cable, but because of the limited audience, it is doubtful that this means of advertising would be effective. Projected costs to market the Wyandotte marina through television and radio marketing are as follows:

Eight (8) 15 second radio spots @ \$2,500.00 each = \$20,000.00

Two (2) 20 second television spots @ \$5,000.00 each = \$10,000.00

4. Billboard Advertising

Promotional billboard advertising would be an effective means of advertising the proposed Wyandotte marina regionally. As with television and radio marketing, billboard advertising is very costly and has not been utilized by the City to market. Costs for billboard advertising are as follows:

Two (2) billboard advertisements for 30 days @ \$4,000.00 each = \$8,000.00

5. Web, email and social media promotion

The City of Wyandotte currently utilizes our website, email subscription list and social media to promote the City programs and events. Yearly costs to promote the marina through these means are negligible.

6. Events driven marketing campaigns:

It is anticipated that the Recreation, Culture & Leisure Department, Special Events Office, Downtown Development Authority and the Wyandotte Business Association would work together to create programming and events that would cater to and attract boaters to the area.

Two (2) to three (3) boater related events @ \$8,000.00 each = \$24,000.00

TOTAL ESTIMATED COST OF EVENTS, MARKETING AND PROMOTION: Up to \$87,000.00

This figure would vary greatly dependent upon the scope and extent of marketing and promotion the City elected to fund. This figure could also be reduced by partnering with other businesses and organizations for corporate sponsorship of events and programming

ANTICIPATED REVENUE

Based on interviews with neighboring facilities, the committee estimated per-foot daily charges for dockage as follows:

| Charge | by length of boat | Charge by length of boat | | | | |
|---------|-------------------|--------------------------|----------|--|--|--|
| 25 feet | \$ 27.00 | 52 feet | \$71.00 | | | |
| 26 feet | \$ 28.00 | 53 feet | \$72.00 | | | |
| 27 feet | \$ 29.00 | 54 feet | \$73.00 | | | |
| 28 feet | \$ 30.00 | 55 feet | \$75.00 | | | |
| 29 feet | \$ 31.00 | 56 feet | \$76.00 | | | |
| 30 feet | \$ 32.00 | 57 feet | \$78.00 | | | |
| 31 feet | \$ 36.00 | 58 feet | \$79.00 | | | |
| 32 feet | \$ 37.00 | 59 feet | \$80.00 | | | |
| 33 feet | \$ 38.00 | 60 feet | \$82.00 | | | |
| 34 feet | \$ 39.00 | 61 feet | \$89.00 | | | |
| 35 feet | \$ 41.00 | 62 feet | \$91.00 | | | |
| 36 feet | \$ 42.00 | 63 feet | \$92.00 | | | |
| 37 feet | \$ 43.00 | 64 feet | \$93.00 | | | |
| 38 feet | \$ 44.00 | 65 feet | \$95.00 | | | |
| 39 feet | \$ 49.00 | 66 feet | \$96.00 | | | |
| 40 feet | \$ 50.00 | 67 feet | \$98.00 | | | |
| 41 feet | \$ 52.00 | 68 feet | \$99.00 | | | |
| 42 feet | \$ 53.00 | 69 feet | \$101.00 | | | |
| 43 feet | \$ 54.00 | 70 feet | \$102.00 | | | |
| 44 feet | \$ 55.00 | 71 feet | \$104.00 | | | |
| 45 feet | \$ 57.00 | 72 feet | \$105.00 | | | |
| 46 feet | \$ 63.00 | 73 feet | \$107.00 | | | |
| 47 feet | \$ 64.00 | 74 feet | \$108.00 | | | |
| 48 feet | \$ 65.00 | 75 feet | \$110.00 | | | |
| 49 feet | \$ 67.00 | 76 feet | \$111.00 | | | |
| 50 feet | \$ 68.00 | 77 feet | \$112.00 | | | |
| 51 feet | \$ 69.00 | | | | | |

Based on discussions with nearby marina owners and operators, it is anticipated that our target for initial capacity will be 20%. The charts on pages 15 and 16 illustrate the marina revenue that would be generated at 20% and 38% capacity, respectively with an average charge of \$40.50.

| | [atima | to for w | | | | | | forthous | ~~ | |
|-----------------------|---------|----------|-------|---------|-------|---------|-------|------------------------|-----------------|----------------------|
| | Sun | Mon | Tues | Wed | Thurs | Fri Fri | Sat | r for the ye Weekly | ar | - |
| | Boats | Boats | Boats | Boats | Boats | Boats | Boats | Total | | |
| April | DOULS | Douts | Douts | Douts | 0000 | 00010 | 00013 | Total | Ch | arge per FT |
| week 1 | 6 | 2 | 2 | 2 | 2 | 2 | 6 | 22 | 25 | \$ 27.00 |
| week 2 | 6 | 1 | 1 | 2 | 2 | 2 | 6 | 20 | 26 | \$ 28.00 |
| week 3/ 3rd Fri | 4 | 1 | 1 | 2 | 2 | 14 | 6 | 30 | 27 | \$ 29.00 |
| week 4 | 6 | 2 | 2 | 2 | 2 | 2 | 6 | 22 | 28 | \$ 30.00 |
| May | 0 | 2 | 2 | <u></u> | 2 | 2 | U | LL | 20 | \$ 31.00 |
| week 1 | 6 | 3 | 3 | 3 | 3 | 3 | 7 | 28 | 30 | \$ 32.00 |
| week 2 | 6 | 3 | 3 | 3 | 3 | 3 | | 28 | 31 | \$ 36.00 |
| | | 3 | 3 | 3 | 3 | 14 | 8 | 40 | 32 | \$ 37.00 |
| week 3/3rd Fri | 6 | 3 | 3 | | | 3 | 6 | | | |
| week 4 | 6 | | 3 | 3 | 3 | 3 | Ö | 27 | 33 | \$ 38.00 \$ 39.00 |
| Memorial Day | 10 | 18 | | | | | | | <u>34</u> 35 | \$ 39.00 \$ 41.00 |
| June | | | | | | | 0 | 20 | | |
| Week 1 | 8 | 4 | 4 | 4 | 4 | 4 | 8 | 36 | 36 | \$ 42.00 |
| week 2 | 8 | 4 | 4 | 4 | 4 | 4 | 8 | 36 | 37 | \$ 43.00 |
| week 3/3rd Fri | 8 | 4 | 4 | 4 | 4 | 14 | 8 | 46 | 38 | \$ 44.00 |
| week 4 | 8 | 4 | 4 | 4 | 4 | 4 | 8 | 36 | 39 | \$ 49.00 |
| July | | | | | | | | | 40 | \$ 42.00 |
| week 1 | 10 | 4 | 4 | 4 | 4 | 4 | 10 | 40 | 41 | \$ 43.00 |
| 4 th of July | 12 | 12 | | | | | | 24 | 42 | \$ 44.00 |
| week 2/Art Fair | 6 | 6 | 6 | 14 | 14 | 14 | 18 | 78 | 43 | \$ 45.00 |
| week 3/3rd Fri | 6 | 3 | 3 | 3 | 3 | 14 | 6 | 38 | 44 | \$ 46.00 |
| week 4 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | \$ 810.00 |
| August | | | | | | l | | | Avg | \$ 40.50 |
| week 1 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | |
| week 2 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | |
| week <u>3/3rd Fri</u> | 6 | 3 | 3 | 3 | 3 | 14 | 6 | 38 | | |
| week 4 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | |
| September | | | | | | | | | | |
| week 1 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | |
| Labor Day | 18 | 18 | | | | | 6 | 42 | | |
| week 2 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | |
| week 3/3rd Fri | 6 | 3 | 3 | 3 | 3 | 14 | 6 | 38 | | |
| week 4 | 6 | 3 | 3 | 3 | 3 | 3 | 6 | 27 | | |
| | | | | 1- | | | Total | 857 | | |

Total estimated revenue:857 boats x \$40.50 = \$34,708.50*Total number of boats for approximate 26 week season at 100% capacity = 4550

Upon discussions with neighboring facilities, it was determined that if properly operated and marketed, the marina could expect to see a modest increase in capacity utilization. The chart below illustrates a 38% increase in occupancy, over the course of a number of years:

| | | | NKOT | CIEDI | VIARIN | A REVE | NUE | | | |
|-----------------|--------|-----------|-------------|-------|---------|--------|-------|------------|-----|-------------|
| | Estima | te for ye | · · · | | · · · · | | | for the ye | ar | 1 |
| | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Weekly | | |
| | Boats | Boats | Boats | Boats | Boats | Boats | Boats | Total | | |
| April | | | | | | | | | Ch | arge per FT |
| week 1 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | 25 | \$ 27.00 |
| week 2 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | 26 | \$ 28.00 |
| week 3/ 3rd Fri | 4 | 6 | 6 | 6 | 6 | 14 | 6 | 48 | 27 | \$ 29.00 |
| week 4 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | 28 | \$ 30.00 |
| May | | | | | | | | | 29 | \$ 31.00 |
| week L | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 43 | 30 | \$ 32.00 |
| week 2 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | 31 | \$ 36.00 |
| week 3/3rd Fri | 6 | 6 | 6 | 6 | 6 | 14 | 8 | 52 | 32 | \$ 37.00 |
| week 4 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | 33 | \$ 38.00 |
| Memorial Day | 10 | 18 | | | | | | | 34 | \$ 39.00 |
| June | | | | | | | | | 35 | \$ 41.00 |
| Week 1 | 8 | 6 | 6 | 6 | 6 | 6 | 8 | 46 | 36 | \$ 42.00 |
| week 2 | 8 | 6 | 6 | 6 | 6 | 6 | 8 | 46 | 37 | \$ 43.00 |
| week 3/3rd Fri | 6 | 6 | 6 | 6 | 6 | 14 | 6 | 54 | 38 | \$ 44.00 |
| week 4 | 8 | 6 | 6 | 6 | 6 | 6 | 8 | 46 | 39 | \$ 49.00 |
| July | | | | | | | | | 40 | \$ 42.00 |
| week 1 | 10 | 6 | 6 | 6 | 6 | 6 | 10 | 50 | 41 | \$ 43.00 |
| 4 th of July | 12 | 12 | | | | | | 24 | 42 | \$ 44.00 |
| week 2/Art Fair | 6 | 6 | 6 | 14 | 14 | 14 | 18 | 78 | 43 | \$ 45.00 |
| week 3/3rd Fri | 6 | 6 | 6 | 6 | 6 | 14 | 6 | 50 | 44 | \$ 46.00 |
| week 4 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | \$ 810.00 |
| August | | | | | | | | | Avg | \$ 40.50 |
| week 1 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | |
| week 2 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | |
| week 3/3rd Fri | 6 | 6 | 6 | 6 | 6 | 14 | 6 | 50 | | |
| week 4 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | |
| September | | | | | | | | | | |
| week 1 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | |
| Labor Day | 18 | 18 | | | | | 6 | 42 | | |
| week 2 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | |
| week 3/3rd Fri | 6 | 6 | 6 | 6 | 3 | 14 | 6 | 50 | | |
| week 4 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 42 | | |
| | | - | - | | | | Total | 1183 | | |

*Total number of boats for approximate 26 week season at 100% capacity = 4550

Yearly revenue scenarios

A 20% marina capacity would yield yearly revenue of \$34,708.50

A 38% marina capacity would yield yearly revenue of \$47,911.50

A 50% marina capacity would yield yearly revenue of \$92,137.50

Based on preliminary projections, it is evident that revenue generated from the proposed transient marina would not generate enough revenue to cover staffing, maintenance or promotion of the marina. However, the downtown and surrounding businesses would benefit from the addition of the facility. The chart below illustrates the minimum costs associated with yearly marina operations. This figure would vary greatly dependent upon the scope and extent of marketing and promotion the City elected to fund. An annual budget of \$20,000.00 is estimated, but an outline of projected marketing costs are illustrated on pages 13 and 14.

| PROJECTED YEARLY COSTS | | | | |
|----------------------------|----|-----------|--|--|
| Staff | \$ | 58,058.20 | | |
| Training | \$ | 1,000.00 | | |
| Maintenance | \$ | 18,000.00 | | |
| Marketing/Events/Promotion | \$ | 20,000.00 | | |
| | | | | |
| Total | \$ | 97,058.20 | | |

The above chart illustrates the project yearly costs associated with operating and marketing of the marina on a yearly basis. In order to recover these costs, the marina would have to maintain a capacity of more than 50% and find alternate sources of funding through the addition of user-paid services at the facility or obtainment of corporate sponsorship of events and programming.

OTHER DEVELOPMENT CONSIDERATIONS/RECOMMENDATIONS

Over the course of the committee's investigation and discussions with neighboring facilities, owners, operators and boaters, we were given the following recommendations and thoughts to consider. Although, this was not an assigned task, or considered in the Transient Marina Study from 2009, the committee felt that these were important points for the City to consider to insure the successful development of the proposed marina:

- 1. Consider implementation of rates and dockage accommodations for personal watercraft (jetskis) and larger ships/boats are unique watercraft.
- 2. Consider the addition of a pump-out station in the design of the marina facility which would be staffed and maintained by marina. Our research shows that most boaters are willing to pump their own fuel, but reluctant to pump out their own sewage. Marinas that offer this service are more attractive to boaters and this would have the potential of creating more revenue for the facility. Facilities in the area generate between \$4,500 and \$8,500.00 more revenue per year for this service.
- 3. Consider flexibility for marina operations when creating the schedule and budget for operations each year. The weather in Michigan is unpredictable and the season may need to be easily extended if the temperatures permit.
- 4. Consider multiple methods for making reservations: On-line, marine phone, landline, email. With the popularity of smartphones and e-devices on the rise, it is important that the proposed marina embrace this technology.
- 5. Form a partnership with local boat mechanics and formulate a plan or services for boats that will be at the marina for an unexpected period of time due to emergency mooring.
- 6. Establish a maximum length of stay for transient customers. Most operators recommended no longer than one week.

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18, 2013

ITEM: Purchase Agreement to sell City owned property known as former 1062-1088 Walnut

AGENDA ITEM #

PRESENTER: Mark A. Kowalewski, City Engineer and Colleen Keehn, City Assessor Markow 3-12-13

BACKGROUND: City owned lot for sale. Received offer from Trevor and Kimberly Cole. Mr. and Mrs. Cole are proposing to construct a two (2) story single family home consisting of approximately 3,000 to 3,500 square feet, 4 bedrooms, 5 baths, full basement and attached garage. The exterior will be brick with vinyl or aluminum trim.

<u>STRATEGIC PLAN/GOALS</u>: Provide the finest services and quality of life to it residents by: 1 Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.

2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Soundall

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Purchase Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan Date: March 18, 2013

RESOLUTION by Councilperson

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Assessor regarding the City owned property located at former 1062-1088 Walnut is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1062-1088 Walnut to Trevor and Kimberly Cole for the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1062-1088 Walnut, between Trevor and Kimberly Cole and the City of Wyandotte for \$10,000 as presented to Council on March 18, 2013.

I move the adoption of the foregoing resolution.

| MOTION by Councilperson | | |
|-------------------------|--|--|
| | | |

Supported by Councilperson_____

YEAS

COUNCIL Browning DeSana Fricke Galeski Sabuda Stec <u>NAYS</u>

| | | LOOK, MAKOWSKI and LOOK ATTORNEYS AND COUNSELORS AT LAW | |
|-------------------------------|--|---|--|
| | | PROFESSIONAL CORPORATION 2241 OAK STREET | |
| William F | Look | WYANDOTTE, MICHIGAN 48192-5350 (734) 285-6500 | Richard W. Look |
| | R. Makowski | FAX (734) 285-4160 | (1912-1993) |
| | TONED For the offers of the | OFFER TO PURCHASE REAL ESTATE prees to purchase the following land situated it | n the SXXXXXX of |
| Wyandotte | SOMED needy oners and ag | | Michigan, described as follows: Lot 10 |
| | d the east 12 feet of Lot 6 B. | aumler's Subdivision as recorded in Liber 21 | |
| Venetian blinds, if any, i | curtain rods, storm windows now on the premises, and to | with all improvements and appurtenances, in s and storm doors, screens, awnings, TV anter pay therefore the sum of <u>Ten Thousand and</u> easements, and zoning ordinances, if any, upo | nna, gas conversion unit and permit & 00/100 (\$10,000.00) Dollars, subject |
| to the existing of | THE SALE TO | BE CONSUMMATED BY: Paragraph A out one of the four following paragraphs, and strike the | See addendum for additional conditions |
| Cash Sale | | Warranty Deed conveying a marketable title. | |
| Cash Sale | B Delivery of the usual V | Varranty Deed conveying a marketable title. | Payment of Purchase money is to be |
| with New Mortgage | | heck. Purchaser agrees that he will immedia mortgage in the amount of \$ | tely apply for a |
| | down plus mortgage costs | , prepaid items and adjustments in cash. Pure | chaser agrees to execute the mortgage as |
| | | ication is approved, a closing date obtained f n of the property approved by the Veterans A | |
| Sale to Existing | | Varranty Deed conveying a marketable title, | |
| Mortgage | | ent of the purchase money is to be made in ca | |
| | owing upon an existing m | ortgage now on the premises, with accrued in | upon which there is unpaid |
| | the sum of approximately | <u></u> | Dollars, |
| | with interest at | per cent. which mortgage requires payment | |
| | | day of each and every month, which payme | |
| | | r has any accumulated funds held in escrow mburse the seller upon proper assignment of | |
| Sale on | | ording to the terms thereof. | same. The relevance ingrees to usedine |
| Land | D. Payment of the sum of | | Dollars, |
| Contract | in cash or certified eheck. | and the execution of a Land Contract acknow | wledging payment of that sum and |
| i | Contract in monthly paym | the remainder of the purchase money within | Dollars each, which include |
| | interest payments at the ra | te of per cent per annum; and white | |
| Sale to Existing | 1.11.11.10 | | |
| Land Contract | | aid land is evidenced by an existing by an exi antially as above ser forth and the cash paym | |
| Contract | | pay out the equity, an assignment and eonve | |
| | contract, with an agreemen | It by the undersigned to assume the balance of | owing thereon, will be accepted in lieu of |
| | | e preceding paragraph. If the Schler has any | |
| ····· | the payment of prepaid tax assignment of same. | es or insurance, the Purchaser agrees to reim | hurse the Seller upon the proper |
| Evidence | | Seller agrees to furnish Purchaser as soon as | possible, a complete Abstract of Title |
| of Title | | to a date later than the acceptance hereof. In | |
| | | the purchase price, bearing date later than the | |
| | | red for performance of this agreement, will be | |
| Time of | | nd closing cost of \$200.00 at time of closing. | |
| Closing | 3. If this offer is accept | ed by the Seller and Purchaser and if title can | be conveyed in the condition required |
| Purchaser's | | e to complete the sale upon notification that ? | |
| Default | | in accordance with paragraph B, then the clo ortgage. In the event of default by the Pureh | |
| си.) | | terms hereof or declare a forfeiture hereunde | |
| Seller's Default | damages. | | , . |
| Ĩ | In the event of defau | It by the Seller hereunder, the purchaser may, | at his option, elect to enforce the terms |
| Title | | entitled to, an immediate refund of his entire | |
| Objections | agreement. | | |
| | | e is made, based upon a written opinion of P | |
| | | performance hereunder, the Seller shall have | |
| | | fects claimed, either (1) to remedy the title, or deposit in full termination of this agreement | |
| | | ete the sale within 10 days of written notification | • |
| | remedy the title or obtain t | itle insurance within the time specified, the d | |
| Possession | termination of this agreeme | ent. | |
| | | er and the Purchaser shall accept possession | of said property, subject to rights of the |
| | following tenants: | None | |
| | From the closing to the dat | roperty, it shall be vacated on or before e of vacating property as agreed, SELLER SI | |
| | | SHALL RETAIN from the amount due Sell | |
| | as security for said occupa | ncy charge, paying to the Purchaser the amou | int due him and returning to the Seller |
| | the unused portion as deter | mined by date property is vacated and keys s | urrendered to Broker. |

THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT HELP

| Taxes | 7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be |
|----------|---|
| and | paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance |
| Prorated | with due date (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the |
| Items | municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and |
| | adjusted as of the date of closing. Due dates are August 1 and December 1. |
| | 8. In Consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is |
| | irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit |
| | shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to |
| | complete the purchase of said property within the time indicated in Paragraph 3. |
| Broker's | 9. The Broker is hereby authorized to make this offer and the deposit of \$0.00 Dollars may be |
| Author- | held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is |
| ization | consummated. |

10. APPLICABLE TO F. H. A. SALES ONLY:

of\$

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. The closing of this sale shall take place at the office of <u>the City Engineer</u>. 3131 Biddle Avenue, Wyandotte, MI

for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

| | | D |
|---|---|---|
| $\mathbf{\tilde{\mathbf{x}}}$ | | Purchaser |
| | | Purchaser |
| | Address | |
| Dared | Phone: | |
| | | |
| BROKER'S ACKN Received from the above named Purchaser the d aragraphs 8 and 9 above, or wilkbe returned forthwith afte | | |
| ddress | | |
| | | Broker |
| This is a co-operative sale on a | By: basis with | |
| e Broker for services rendered a commission of (| c set in said offer for the consummation of t the deposit, or of Seller's or Purchaser's failt that if the deposit is forfeited under the ter | per cent he sale, or if ure, inability or refusal ms of said offer, the |
| he Broker for services rendered a commission of (f the sale price), which shall be due and payable at the tim nconsummated, at the time of Seller's election to refund the perform the conditions of this offer; provided, however, eller agrees that one-half of such deposit (but not in exce etained by the Broker in full payment for services rendered | Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or |
| ne Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or |
| he Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or |
| the Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or ement. |
| the Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or ement. |
| the Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or ement. |
| he Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or ement. |
| The Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or cment. Seller L Seller L Seller |
| he Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal ms of said offer, the shall be paid to or cment. Seller L Seller L Seller |
| he Broker for services rendered a commission of (| Dollars) (| per cent he sale, or if ure, inability or refusal rns of said offer, the shall be paid to or cment. Seller Vyandotte |

ADDENDUM TO OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

- 12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
 - Approximately 3,000 to 3,500 square feet as indicated on Attachment A
 - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Baekflow Valve and Sump Pump. See Attachment B
 - Brick exterior with vinyl or aluminum trim as indicated on Attachment A
 - Attached garage not to protrude more than three (3) feet in front of house.
- 13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
- 14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
- 15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building eonstruction. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements. A Deed Restriction will be placed on the property which will include this contingency.
- 16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
- 17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mongage at time of closing. These charges will be including into the mongage.
- 18. Dirt shall be removed from the site at the Purchaser's expense.
- 19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility & r and reground conditions or environmental conditions of the property.
- 20. This Agreement is subject to the approval of the Wyandotte City Council.

Trevor Cole Purchaser Photoly K (de Kimberk Cole

CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk 3131 Biddle Avenue Wyandotte, Michigan 48192

Dated:

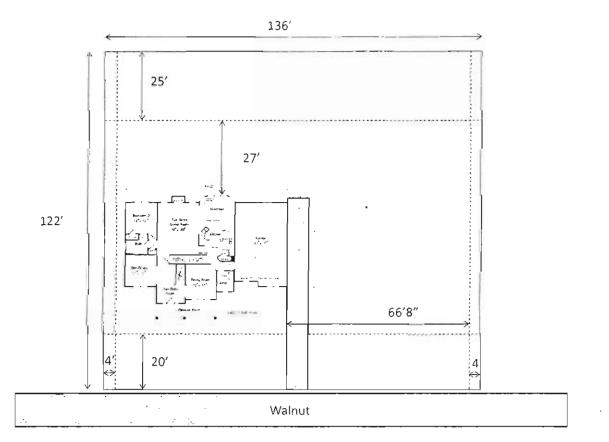
Legal Department Approval

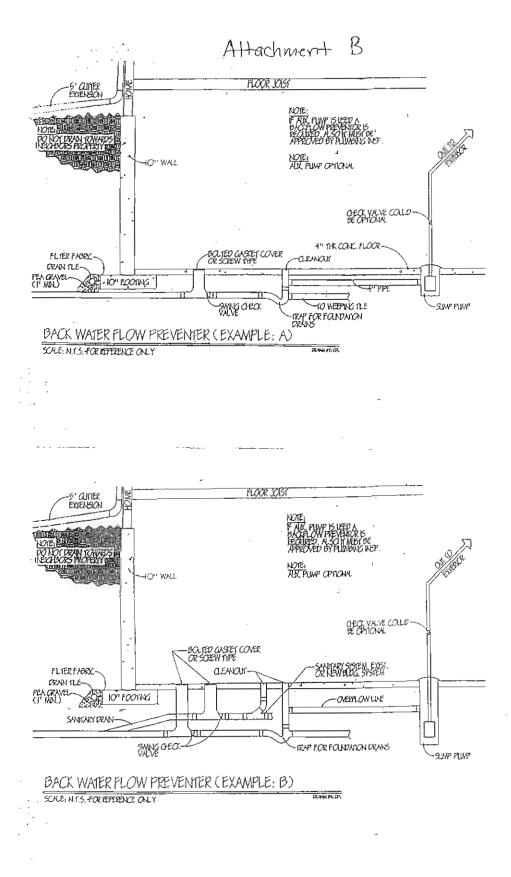
AHachment H Walnut house proposal

East 12 feet of Lot 6 and all of Lots 7 thru 10 Baumler's Subdivision. Trevor and Kimberly Cole

Brick to be on $\mathbf{1}^{st}$ level front of house. Designs to be finalized after house plans are completed.







<u>CITY OF WYANDOTTE</u> REQUEST FOR COUNCIL ACTION



MEETING DATE: March 18th 2013 AGENDA ITEM

<u>ITEM:</u> File # 4604 ROOF REPAIRS AND COATING AT 1100 BIDDLE AVENUE WYANDOTTE MICHIGAN

PRESENTER: Mark Kowalewski - City Engineer Mart Junlul. 3-12-13

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski - City Engineer

BACKGROUND: The City Building at 1100 Biddle has a barrel section of the roof that is in need of roof repairs and coating. Bids were solicited by the Engineering Department and opened on March 4, 2013. These bids were received, reviewed and Wm. Molnar Roofing lnc. was determined to be the lowest and most qualified bidder. See attached bids.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Wm. Molnar Roofing Inc. as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work from Account No. 492-200-850-**52**⁴ Fifteen thousand (\$ 15,000.00) dollars was budgeted for this project and the low bid came in at Fifteen thousand seven hundred fifty dollars (\$ 15,750.00) dollars. Request a budget amendment by relocating (\$ 750.00) dollars from TIFA fund balance.

IMPLEMENTATION PLAN: Wm.Molnar Roofing Inc. will enter into a contract and begin the work on or before May 30th 2013.

COMMISION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: OK Shupdali

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

Summary of bids.

RESOLUTION

Wyandotte, Michigan Date: March 18th 2013

RESOLUTION by Councilman

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

A Resolution authorizing the acceptance Wm. Molnar Roofing Inc. bid of \$ 15,750.00 for the Roof Repairs and Coating at 1100 Biddle from Account No. 492-200-850 and amend this account number by adding \$ 750.00 with a copy to TIFA bond.

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

Supported by Councilman_

| YEAS | COUNCIL | NAYS | |
|------|----------|------|--|
| | Browning | | |
| | DeSana | | |
| | Fricke | | |
| | Galeski | | |
| | Sabuda | | |
| | Stec | | |
| | | | |

OFFICIALS

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY TREASURER

Colleen A. Keehn CITY ASSESSOR



JOSEPH R. PETERSON MAYOR FILE #4604 ROOF REPAIRS 1100 BIDDLE MARCH 4, 2013 – 2 PM

| Wm. Molnar Roofing Inc. 12455 Hale | | |
|--|-------------------------|------------------|
| Riverview, MI 48183 | \$15,750.00 | bond |
| Schena Roofing & Sheet Metal Co., Inc. 28299 Kehrig Drive | | |
| Chesterfield, MI 48047 | \$15,900.00 | bond |
| LaDuke Roofing & Sheet Metal 10311 Capital Ave | | |
| Oak Park, MI 48237 | \$16,850.00 | bond |
| Royal Roofing Co., Inc. 2445 Brown Rd | | |
| Orion, MI 48359 | \$17,800.00 | bond |
| Holbrook's Roofing Co., Inc. 5588 W. Jefferson | | |
| Trenton, MI 48183 | \$18,075.00 | bond |
| JD Candler | | |
| 31111 Industrial Road Livonia, MI 48150 | \$18,600.00 | bond |
| T.F.Beck Company | | |
| 2222 Devondale | DD C D L D D D D | 1 1/ 1 1 |
| Rochester Hills, MI 48309 | \$26,840.00 | no bond/no check |

cc. Engineer's Office

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

L

<u>CITY OF WYANDOTTE</u> REQUEST FOR COUNCIL ACTION

MEETING DATE: March 18, 2013

AGENDA ITEM

ITEM: Letter of Understanding - AFSCME Local #894

PRESENTER: Todd A. Drysdale, City Administrator Soupedal

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City recently entered into a new collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local #894. One of the elements agreed to in the new CBA is the opportunity for members of the City's Defined Benefit Retirement System to voluntarily transfer to the City's Defined Contribution Retirement System. The attached Letter of Understanding specifies the terms of this transfer and the timeframe in which the transfer needs to be made. Note that the assumptions used are consistent with the assumptions used in our actuarial valuations and previously, the City's actuary, Gabriel, Roeder, Smith & Company, opined that these assumptions were reasonable and represent fairly the liability for each member under the system. These transfers would be made at no net cost to the City.

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: The undersigned recommends approval of Letter of Understanding.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: The City Administrator will coordinate transfer with members opting to switch retirement plans.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Letter of Understanding has been reviewed by the City's Labor Attorney in conjunction with the preparation of the new CBA .

MAYOR'S RECOMMENDATION: Concur (JRP by TD)

LIST OF ATTACHMENTS: Letter of Understanding

MODEL RESOLUTION:

RESOLVED by the City Council that the Council concurs with the recommendation of the City Administrator to approve the Letter of Understanding with the AFSCME Local #894 regarding the voluntary transfer of current Defined Benefit Plan participants to the Defined Contribution Plan and

NOW, THEREFORE BE IT RESOLVED THAT Council approves the plan outlined in the Letter of Understanding with the AFSCME bargaining unit and authorizes the Mayor and City Clerk to amend the Adoption Agreement with the ICMA Retirement Corporation to allow AFSCME members hired prior to April 1, 2000 the opportunity to make a non-revocable, voluntary transfer of the actuarial present value of accrued benefits from the City of Wyandotte Retirement System – Defined Benefit Plan to the City of Wyandotte Retirement System – Defined Contribution Plan on March 31, 2013 at which time membership in the existing Defined Benefit Plan would cease and the employee would be subject to the provisions outlined in the Defined Contribution Plan and

FURTHER extends this provision to all general city, non-union employees hired prior to October 1, 1999.

AND directs the Department of Legal Affairs to prepare the necessary change in the Retirement System Ordinance

LETTER OF UNDERSTANDING

Article XIV, Section 10 (L)

The City will allow employees who currently are members of the City of Wyandotte Employees Retirement System (Defined Benefit Plan) the option of voluntarily transferring to the City of Wyandotte Employees Retirement System-Defined Contribution Plan. These employees would have their actuarial present value of accrued benefits transferred from the Defined Benefit Plan to the Defined Contribution Plan. This amount will be determined utilizing the following assumptions:

- 1. Net investment return of 7.50%.
- 2. Assumed future salary increases of 5.00%
- 3. A blend of 50% of the male and 50% of the female valuation mortality rates for postretirement purposes only. No pre-retirement mortality.
- 4. Retirement is assumed to begin at the earliest eligibility assuming continuous employment.
- 5. The transfer amount is not reduced (or increased) due to the funded status of the plan.
- 6. The hypothetical annuity balance as of the transfer date is directly offset against the gross transfer amount calculated.

Employees will be eligible to transfer these balances on March 31, 2013. Upon transferring these amounts, the employee will be subject to the plan provisions in effect for the Defined Contribution Plan. This transfer is non-revocable and the employee's membership in the Defined Benefit Plan would cease effective March 31, 2001.

American Federation of State, County, and Municipal Employees City of Wyandotte A Michigan Municipal Corporation

Tim Calhoun, President

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

Dated:

<u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

MEETING DATE: March 18, 2013

AGENDA ITEM #

ITEM: Hiring – Mechanic (Department of Public Service)

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: A resignation of the Garage Supervisor (Mechanic) has occurred in the Department of Public Service. The City had already been staffing the mechanic function of the DPS with one (1) less employee since August 31, 2011 after the retirement of a mechanic whose position was not filled. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte. As such, the hiring of William Gibson is recommended. Mr. Gibson has previous experience as a mechanic in a municipal organization and holds the State of Michigan mechanic license desired by the City for this position.

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

ACTION REQUESTED: The undersigned recommends approval of the hiring.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Savings of approximately \$17,000 based on the difference in cost between the former Mechanic Supervisor and this position.

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur (JRP by TD)

LIST OF ATTACHMENTS:

Application for Employment – William Daniel Gibson
 Resume – William Daniel Gibson

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the Mechanic position at the Department of Public Service and

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of William Gibson as a Mechanic in the Department of Public Services contingent on the successful completion of a physical and drug screen examination

CITY OF WYANDOTTE, MICHIGAN 48192

APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

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

EMPLOYMENT DESIRED

| Position applied for Pour House - DAW | - | | | |
|---|---------------------|------------|-----------|------------------------------|
| Have you read the description of this job? | | Yes | Ø | No |
| Are you qualified to perform these duties? | Ø | Yes | \square | No |
| Other position you would consider ANY other | | | | |
| Type of employment desired: Full-Time | Dert-Time | | 🗌 Тет | porary |
| Date you can start ANY TIME | Wage expec | ted \$ | 8, ~ | |
| PERSONAL INFORMATION | Social Secu | rity Numb | er . | 117 |
| Name GUBSON WILLIAM | | DANIE | | and the second second second |
| Name <u>GUBSON</u> WILLIAM Last First | | Middle | | |
| Address 17560 BRINSON ST RI | VETVIEN | <u>Nì</u> | | 48193 |
| Street City | None of Contraction | St | ate | Zip Code |
| Telephone (including area code) | | the second | | |
| Other last names used while working, if any | | | | |
| | | | | |
| Are you a U.S. Citizen? | E Y | es | 🗋 No | |
| If no, specify type of entry document and work authorization_ | | | | |
| Have you ever been convicted of a crime? | T Ye | es . | No | |
| If yes, please give specifics | | | | |
| Are there any felony charges pending against you? | | es | Ø № | |
| If yes, please give specifics | | - | | |

| Have you ever served in the U.S. Military? | 🗌 Yes | 1 No |
|---|------------------------|--------------------------|
| If yes, indicate branch of military? | | |
| Dates of duty: From To To Ty Month Day Year Month Day Year | pe of discharge | <u>.</u> |
| Do you have a reliable means of transportation to enable you to get to work in timely | manner? | Yes 🗌 No |
| If you are applying for a position requiring the use of an automobile or other motor v a motor vehicle available for your use? | ehicle, do you hav | e a driver's license and |
| Are you licensed to drive a motor vehicle other than an automobile? | Z Yes | 🔲 No |
| If yes, what type of license do you hold? <u>COMMERCIAL</u> B | | |
| Have you ever employed by the City of Wyandotte? | Yes | 应 No |
| If so, when? | | |
| Have any of your relatives ever been employed by the City of Wyandotte? | 🗌 Yes | D No |
| If yes, indicate names and dates employed | | |
| Are you a smoker? | 🗌 Yes | 1 No |
| If yes, will you abide by the City's smoking policy? | Z Yes | 🔲 No |
| Have you used, possessed or sold any illegal drugs in the past five years? | 🗌 Yes | Z No |
| If yes, state which drugs and explain if you used, possessed or sold them | | , |
| Have you ever been bonded on a job? | 🗌 Yes | 🗹 No |
| If so, where and when? | | |
| IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY: | | |
| Name Angie gibson (wipe) Telephone (including are | a code) <u>734 · 9</u> | 115-6039 |
| Address 17560 BRINSON ST RIVERVIEW V | ni | 48 93 |
| Street City | State | Zip Code |

PERSONAL REFERENCES (Not former employers or relatives)

| Name and Occupation | Address | Phone Number |
|------------------------|---------------------|------------------|
| | 17545 BRINSON | 72.1. 20. 12.00 |
| JIM JANET CORTER | | 734 - 281 - 1889 |
| MARV & ANDREY RUSINSKI | 15731 meadows Drive | 734.281.7228 |
| MILLE AIDRIDER | 14162 Huntington | 734.934.4635 |

EDUCATION

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

| Michigan machinics Lic Nichigan machinics Lic NAME | SILILS, BIG Frucks & A | NTO, PABRICAT | INA STUPE |
|--|---|-------------------------------|----------------------|
| Michigan machinics Lic NAME | CITY/STATE | DEGREE | MAJOR |
| High School RIVERVIEW COMM | High Riverview Mi | genera | J |
| College Henry Razo | | - | |
| | | | |
| Rid - Hunda. | CALIF LA. | willdang | Celet |
| EMPLOYMENT HISTORY (Begin with most recent | and use additional sheet, if necessary) | | |
| 1. Firm name Hp Products | | - | |
| Employed from <u>JAN</u> <u>2011</u> to | Paesie.~{ | | |
| Type of business <u>Clenning</u> / Salar | Supplie | | |
| Address 8652 Haggerty RC Street | 2 Belleville | Mi 4 | 811 |
| Telephone Number $\frac{1.800}{457.0916}$ | 1 1217 | | |
| Positions Service technician | Starting salary \$_18:00 | Final salary \$ 8 8 | 40 |
| Duties performed Repair VACCUMS, R | we pière Screbbin | 4 WRADRING 20 | unionent |
| Reason for leaving | | | |
| If presently employed, may we contact your super- | visor? 🗌 Yes 💋 No If yes, t | elephone | |
| 2. Firm name CIty OF RIVERVIEW | J | | |
| | Mr. 2010 | | |
| Type of business <u>CITY</u> SURVICES | month year | | |
| Address 14100 CIVIC PARIC D Street | city | N _L 4 State Zip | 819 <u>3</u> Code |
| Telephone Number 734. 281. 4270 1 | Name of supervisor harry | huntee | |
| Positions Mechanie | | | |
| Duties performed Repaired DII Cit | Y Equipment Rive | - police - inu | N- to H.D. Equip |
| Reason for leaving LAY OF-P | | | |
| Have you ever been suspended or discharged from | | | |
| If yes, please explain | | | |

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

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

APPLICANTS FOR UNION POSITIONS

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

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

| Dated: NOV - 1 - 2012 | Signature: Willien | 10 fits | |
|-----------------------|--------------------|---------|--|
| | DAGITIONG | 9 | |

APPLICANTS FOR NON-UNION POSITIONS

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

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

| Dated: | Signature: |
|--------|------------|
| Daleu. | oignature. |

4/26/05

William D. Gibson 17560 Brinson Riverview, MI 48193-4705

OBJECTIVE: To work at a company where I can advance my skills and help contribute to the success of the company.

EMPLOYMENT:

HP Products (Jan. 21, 2011–current) <u>Service Technician:</u> Maintain, repair, and sell floor scrubbers, and vacuum cleaners.

City of Riverview–DPW (2007–June 25, 2010) <u>Mechanic</u>: Maintained all the cities vehicles (preventive maintenance/minor repair), body & mechanical, wiring for computer & electrical, operator duties, vac truck, CAT wheel loader, Bob CAT, & back hoes. Welding & fabricating special tools. Reason for Leaving: Downsizing because of economic hard times.

Wolverine Truck Sales (2003-2007)

<u>Mechanic/Technician</u>: Performed all major work on CAT, Cummins, Detroit Diesel, Mercedes engines, A to Z repairs on freightliners, Ford, and Westernstar trucks. Duties included welding, personalized customer service, quotes, repair information and ordering parts that were needed.

Reason for Leaving: Better career opportunity.

Downriver Diesel Service (2002-2003)

<u>Supervisor/Mechanic</u>: As supervisor my duties included ordering parts, directing fellow employees on jobs and helping out where needed. My mechanical duties involved a 150 point inspection, changing fluids, filters, exhaust repair, clutch adjustments, brakes, ABS repair, minor engine repair, steering and driveline repair, air conditioning recovering and recharging, troubleshoot cab and chassis wiring.

Reason for Leaving: Lack of work.

Selec Trucks of Detroit, ttc, Freightliner (2001–2002)

<u>Manager/Mechanic</u>: I would receive a truck and do a 150 point inspection and call parts in. Some repairs would involve steering components, suspension, drive train, cosmetic repairs, engine brakes, etc.

Other job duties involved maintenance, ordering parts, vendor pricing, shop supervisor and also tried to turn a wrench when possible. I also would do D.O.T. inspections and logistics of some truck vendors.

Reason for Leaving: Company went out of business.

EDUCATION: 1982 Graduated from Riverview Community High School

ACCREDITATIONS:

- 1000 hours Welding Training, (Woodhaven Vocational).
- Welding Instructor Training, (J.B. Hunt Transport, New Boston, MI)
- Advanced Welding Instructor Training, (J.B. HuntTransport, New Boston, MI)
- ABS Brakes (J.B. Hunt Transport, New Boston, MI)
- HiLo Training Certificate, (J.B. Hunt Transport, New Boston, MI)
- Principles of Troubleshooting, (J.B. Hunt Transport, New Boston, MI)
- STEMCO Certified Installation Technician (J.B. Hunt Transport, New Boston, MI)
- ABEX Heavy Duty Brake (J.B. Hunt Transport, New Boston, MI)
- ASE Air conditioning recycle and recharging (J.B. Hunt Transport, New Boston, MI)
- Fire Fighter I, (City of Gibraltar, MI)
- CAT Detroit Diesel Certifications

VOLUNTEER EXPERIENCE:

Monroe County Jaycees Michigan Duck Hunters Festival Church food bank (Southpoint Christian Church) City of Riverview (Good Fellows) Church security team (Southpoint Christian Church)

LICENSES:

Michigan Mechanic License CDL Operator B License CPL License



Automatic Referred Knights of Columbus

WYANDOTTE COUNCIL, No. 1802 2430 Biddle Avenue Wyandotte, Michigan 48192

March 9, 2013

Mayor Joseph Peterson and Council City of Wyandotte 3131 Biddle Avenue Wyandotte, Michigan 48192

Dear Mayor Peterson and Council Persons,

It has been the tradition of the Wyandotte Knights of Columbus Council 1802 and the entire Knights of Columbus Councils in the state of Michigan to participate in the annual "Mentally Impaired Drive", also know as the "Tootsie Roll Drive". All proceeds from this event are used to assist the mentally impaired and related organizations in our area.

The Wyandotte Knights of Columbus implores your approval to solicit donations for this drive in the traditional manner, on the streets of Wyandotte. The event dates are March 22nd thru March 24th, 2013. Solicitation will be primarily of those motorists stopped at traffic signals at the Northline and Biddle, Oak and Biddle, Eureka and Fort and the Eureka turnaround intersections. All persons soliciting will be clearly identified and will be members of the Knights of Columbus.

The brothers of the Wyandotte Knights of Columbus 1802 look forward to this very successful event and greatly appreciate your support.

Thank you for your consideration.

Sincerely.

oe Knapp Drive Chairman

OFFICIALS

William R. Griggs CITY CLERK

Andrew A. Swiecki CITY 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

JOSEPH R. PETERSON MAYOR



•

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

ROLL CALL

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

Absent: None

COMMUNICATIONS MISCELLANEOUS

March 7, 2013

Dear Mayor and Council,

The WBA would like permission to close the below designated streets to the corresponding events and Third Friday's:

May 4 - Cinco de Mayo - Biddle /Elm - east side - to the alley, Biddle/Sycamore to Stop sign

May 17 - Mayor Peterson's Annual Ribs Throwdown - Biddle/Sycamore - west side to Stop sign, Biddle/Elm - east side - to the alley

June 21 - Motor Cycle Ride and Show - Biddle/Elm- west side - from First to Alley, First St from Oak to Elm. (leaves traffic flow off Biddle to make a left on First)

July 19 - Kid-a-palooza - Biddle/Sycamore - to Stop sign

August 16 - Wine Crawl - Eureka to Oak on Biddle, with some side streets

September 20 - Rocktoberfest - Eureka to Oak, on Biddle with some side streets

October 18 - Chili Cookoff- Biddle / Sycamore - west side to Stop sign

Thank you for your time and consideration for these requests.

Lynn A. Steffensky, Executive Director

March 7, 2013

Re: Request to block street behind Belicoso Café on Third Friday July 19th and Third Friday August 16, 2013

Dear Mayor and City Council,

I would like to request to be allowed to use First Street from Elm St. to the Clock Tower to hold two Special Events.

I will block off 100 feet of space from my back door and also 50 feet of space extending North and 50 feet extending south. This will be an event hosted by Belicoso. I will pay for all fencing, tenting and electrical needs. No other business entrances will be blocked as the parking lot is directly behind me and the two side businesses have no entrances on First. I have met with and coordinated the dates and space details with the Wyandotte Business Association and there are no conflicts.

Thank you to the Wyandotte Business Association and to the City of Wyandotte for supporting these events.

Sincerely, Mark Srour, Belicoso Café, 3030 Biddle Avenue

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

March 7, 2013

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

Gentlemen and Madam:

I am writing to request your concurrence in the following appointments to the Cultural and Historical Commission:

Wallace Hayden, 502 Mulberry, Wyandotte MI 48192, will replace Nancy Chascsa who resigned in January 2013. His term will expire December 2016.

Marshall Wymore, 2016 Oak Street, Wyandotte MI 48192, will replace Rebecca Bearden who resigned in January 2013. His term will expire December 2014.

Thanking you in advance for your support of these appointments, I remain

Sincerely,

Joseph R. Peterson, Mayor

March 7, 2013

Mayor Joseph R. Peterson & City Councilmembers 3200 Biddle Avenue Wyandotte, Michigan 48192

Dear Mayor Peterson & City Councilmembers:

Due to the resignation of Mr. Earl Smith from the Wyandotte Board of Canvassers the undersigned presents for your consideration Ms. Toni Ann Volante to fill said vacancy. Ms. Volente is a former Municipal Service employee and presently is employed with Stroh's Ice Cream and resides at 701 Emmons Blvd, Wyandotte.

Said Board is comprised of three members who are responsible for certification of Election results for School, City and Special local elections.

I am confident Ms. Volante will fulfill the duties of said Board to the best of her ability; and ask that you concur with said recommendation.

Sincerely yours,

William R. Griggs, City Clerk

AUTOMATIC REFERRALS:

1. Request from St. Joseph's and St. Patrick's Spring Fling Festival Committee for the placement of signs advertising the festival signs from April 22nd through May 13, 2013 at city-owned lots. PERMISSION GRANTED provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs and the City Engineer confirms the lots listed as city-owned and that all necessary paper work is executed in the Engineer's department for the placement of signs.

REPORTS AND MINUTES:

| Financial Services Daily Cash Receipts | February 28-March 5, 2013 | \$54,231.70 |
|--|---------------------------|-------------|
| Design Review Committee | March 5, 2013 | |
| Fire Commission Meeting | February 12, 2013 | |
| Special Fire Commission Meeting | February 21, 2013 | |
| Fire Commission Meeting | February 26, 2013 | |

CITIZENS PARTICIPATION

None

<u>RECESS</u>

RECONVENING

ROLL CALL

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

Absent: None

HEARING

SHOW CAUSE HEARING REALTIVE TO WHY THE STRUCTURE AT 2251-10th STREET WYANDOTTE HAS NOT BEEN DEMOLISHED, REMOVED OR OTHERWISE MADE SAFE IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE

No one present

Lou Parker, 518 Mulberry, Wyandotte, hearing officer, indicated that home should be demolished. Actions have been in effect for over one year to correct.

FINAL READING OF ORDINANCES:

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE BY AMENDING ARTICLE II, SECTION 201"SPECIFIC TERMS"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment to Section 201 "Specific Terms" of Article II "Definitions" by adding paragraph 70 A:

70 A. Internet Cafe (also called Cybercafe) – A retail establishment that rents computers by the hour or at a one-time fee where people can pay to use the Internet, send e-mails, etc. It may provide computers only or also sell a variety of accessories as well as provide food and drink.

Section 2. Amendment to Section 201 "Specific Terms" of Article II "Definitions" by renumbering the definitions of "Murals" from paragraph 158 to paragraph 97A:

97 A. Murals - a painting or graphic art or combination thereof which is professionally applied to a building wall that does not contain any brand name, product name, or abbreviation of the name of any product, company, profession or business or any logo, trademark, trade name or other commercial message.

Paragraph 158 is deleted.

Section 3. Amendment to Section 201 "Specific Terms" of Article II "Definitions" by renumbering the definition of "Public Art" from paragraph 159 to Paragraph 117 A:

117 A. Public Art – works of art in any media that have been planned an executed with the specific intention of being sited or staged in the physical domain, usually outside and accessible to all.

Paragraph 159 is deleted.

Section 4. Amendment to Section 201 "Specific Terms" of Article II "Definitions" by renumbering the definition of "Graffiti" from paragraph 160 to Paragraph 65A:

65 A. Graffiti – unauthorized inscribing, spraying of paint, or making symbols using chalk, dye, ink, paint, spray paint or similar materials on public or private places, structures or other surfaces.

Paragraph 160 is deleted.

Section 5. Severability

All Ordinances or parts of Ordinances in conflict herein are hereby repealed, only to the extent necessary to give this Ordinance full force and effect.

Section 6. Effective date

This Ordinance shall be published along with the notice of adoption in a newspaper generally eirculated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days after its adoption or seven (7) days after publication, whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance, and the place and time where a copy of the Ordinance may be purchased or inspected.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS: COUNCILMEN Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 11th day of March, 2013.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 11th day of March, 2013.

Dated March 11, 2013

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan March 11, 2013

RESOLUTION by Councilperson Leonard Sabuda

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

I move the adoption of the foregoing resolution.

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

Wyandotte, Michigan March 11, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council hereby APPROVES the request of Lynn A. Steffensky, Executive Director of the Wyandotte Business Association for various road closures as set forth in her communication dated March 7, 2013 to accommodate the following Third Friday events:

May 4, 2013-Cineo de Mayo May 17, 2013-Mayor Peterson's Annual Ribs Throwdown June 21, 2013-Motor Cycle Ride and Show July 19, 2013-Kid-a-palooza August 16, 2013-Wine Crawl-Eureka to Oak on BIDDLE with some side streets September 20, 2013-Rocktoberfest-Eureka to Oak, on BIDDLE with some side streets October 18, 2013-Chili Cookoff

subject to the execution of Hold Harmless Agreements as prepared by the Department of Legal Affairs. AND BE IT FURTHER RESOLVED that the Department of Public Service be 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 for the two events that involve the closure of Biddle Avenue on August 16, 2013 and September 20, 2013 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 for information.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda Supported by Councilperson Daniel Galeski YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec NAYS: None RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that the communication from Belicoso Café, 3030 Biddle Avenue relative to road closure requests for Friday, July 19th, 2013 and Friday, August 16, 2013 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council grants PERMISSION for said road closure as outlined in the communication and hereby directs the Department of Public Service to coordinate same. AND BE IT FURTHER RESOLVED that a Hold Harmless Agreement be executed by Belicoso Café as prepared by the Department of Legal Affairs and all permits and requirements from the Michigan Liquor Control and necessary insurance be placed on file in the City Clerk's Office prior to the events; AND FURTHER that the Police and Fire Departments be notified of said event.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda Supported by Councilperson Daniel Galeski YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec NAYS: None

Wyandotte, Michigan March 11, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson as set forth in his communication dated March 7, 2013 to appoint the following to the Cultural & Historical Commission:

Wallace Hayden, 502 Mulberry, Wyandotte, Michigan 48192, term to expire December 2016

Marshall Wymore 2016, Oak Street, Wyandotte, Michigan 48192, term to expire December 2014

AND BE IT FURTHER RESOLVED that Mayor and Council thank Nancy Chasca and Rebecca Bearden for their service to the Commission.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda Supported by Councilperson Daniel Galeski YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec NAYS: None

Wyandotte, Michigan Mareh 11, 2013

RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Clerk as set forth in his communication dated March 7, 2013 to appoint Toni Ann Volante, 701 Emmons, Wyandotte to the Wyandotte Board of Canvassers due to the resignation of Earl Smith. AND BE IT FURTHER RESOLVED that Mayor and Council thank Mr. Smith for his many years of dedicated service to the Board of Canvassers.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda Supported by Councilperson Daniel Galeski YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec NAYS: None RESOLUTION by Councilperson Leonard Sabuda

RESOLVED by the City Council that a hearing was held on the 11th of March 2013, where all parties were given an opportunity to show cause; if any they had, why the structure at 2251- 10th Street, Wyandotte should not be demolished, removed or otherwise made safe, and BE IT FURTHER RESOLVED that the Council considered the property maintenance letter dated February 8, 2012 and inspection report dated February 6, 2012, and reinspected on September 20, 2012, March 11, 2013, and show cause hearing minutes of May 15, 2012 and August 15, 2012, recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND BE IT FURTHER RESOLVED that the City Council hereby directs that said property located at 2251-10th Street, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien. BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution including Wayne County Tax Forfeiture Division forthwith so that they may appeal this decision to the Circuit Court within sixty (60) days of the date of this resolution if they so desire.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Leonard Sabuda Supported by Councilperson Daniel Galeski YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec NAYS: None

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ADJOURNMENT

MOTION by Councilperson Leonard Sabuda Supported by Councilperson Daniel Galeski That we adjourn. Carried unanimously Adjourned at 7:30 PM March 11, 2013

William R Augo

(Class)

William R. Griggs, City Clerk

CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES – APPROVED FEBRUARY 13, 2013

<u>Members Present</u>: John Darin, Chairperson, Brandon Calvin, Michael Bozymowski, Andrea Fuller, Noel Galeski, Linda Orta, Stephanie Pizzo, Bill Summerell, Karen Tavernier, Alice Ugljesa

Members Excused: Denise Donlon

Guests: Natalie Rankine, DDA Director

- 1. Call to Order: The meeting was called to order by John at 6:01pm.
- 2. Reading and Approval of Previous Minutes:
 - a. January 9, 2013 Regular Meeting: There was an addition to the minutes. The following was added to the Treasurer's Report. "Review of Expense Report Form Use: All Commissioners were in-serviced on the use of the Expense Report Form for all requests for purchase and for documentation of approved expenses. The original completed form is to be forwarded to Natalie Rankine for payment, with a copy to the Treasurer for their records." The minutes of the January 9, 2013 Regular Meeting of the Beautification Commission were approved as amended. The motion was made by Alice and seconded by Mike. The minutes were approved unanimously.
- 3. Chairperson's Report:
 - a. <u>Updated 2012 Meeting Attendance Log and 2013 Commissioner Contact List Review</u>: The Commission was provided with an updated Commission Contact List by John.
 - <u>Updated Listing of 2013 Elected Commission Leadership and Coordinators, 2013 Regular</u> <u>Meeting Dates, and 2013 Special Event Dates</u>: John provided the Commission with a list of Commission Officers and Coordinators, meeting dates, and Special Event Dates for the calendar year 2013.
 - c. <u>Article on Wyandotte Community Garden for BCSEM Newsletter</u>: John was asked to submit an article for the BCSEM Newsletter. The Commission agreed that it was very well written and would like to thank John for his work on the article.
 - d. <u>Request for Renewal of 2013 Annual BCSEM Dues</u>: The BCSEM sent the Commission a dues renewal request. John has already submitted the invoice to the DDA as the Commission has already budgeted and approved this expense in a previous meeting.
 - e. <u>FOIA Request Re. Commission Bylaws</u>: There was a FOIA request made seeking the Commission Bylaws. John has already complied with the request.
- 4. Treasurer's Report:
 - a. <u>FY 2012-2013 YTD Expense Report</u>: The Commission was provided with an expense report. As of this report, the starting budget was \$6,000 and the total expenses are \$1,667 leaving a remaining balance of \$4,333.
 - b. <u>FY 2012-2013 Budget Plan Report</u>: The Commission was provided with a budget plan report for this fiscal year, which was discussed and approved at the January regular Commission meeting.
- 5. Hanging Basket Update:
 - a. <u>On-Going Hanging Basket Maintenance</u>: The DPS has assured the Mayor's Office and the Beautification Commission that nothing will be removed from the hanging baskets until the DPS obtains approval from the Beautification Commission to remove and discard the basket contents.
 - b. <u>Spring Hanging Basket Order</u>: Alice submitted the quote for the Spring Hanging baskets. The cost for 7 H2O baskets was \$280 with a delivery charge of \$25 and an optional Installation fee of \$30, bringing the total to \$335. There was a motion by Alice and a second by Linda to approve the purchase the 7 baskets with the installation fee. The motion was approved unanimously.

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- 6. Announcements & Public and Media Communications:
 - a. <u>Commission Hotline, Email, and Facebook Page</u>: The hotline is still being worked on, other than that there is not much going on until the planting season.
 - b. <u>Relocation of File Cabinet and Tool Storage Locker</u>: The file cabinet has been relocated to the new City Hall building. Bill and Mike are going to investigate a new area for tool storage.
 - c. <u>BCSEM Spring Quarterly Meeting</u>: The BCSEM will hold their quarterly meeting on Thursday, March 21, 2013 at the FOP, Macomb County Lodge 112 in Chesterfield, MI. There was a motion by John and seconded by Mike to approve funding for up to 8 Commissioners to attend. The motion was approved unanimously.
- 7. New Business:
 - a. <u>Nanna's Expansion</u>: The Commission asked Natalie to let us know, as soon as she can, when Nanna's plans on starting their expansion project so that the Commission can save the plants.
 - b. <u>Dupont</u>: The City will be receiving a \$70,000 settlement from Dupont for the trees that were killed.
 - c. <u>Fort Street Corridor Landscape Project Presentation and Workshop, Natalie Rankine, DDA</u> <u>Director, Facilitator</u>: Wyandotte is receiving a grant from Wayne County to landscape the area around the electronic sign on Fort and Eureka. Natalie and the Commission discussed several different ideas and came up with a recommendation for Natalie to take to Wayne County for approval.
- 8. <u>Next Meeting</u>: The next regular meeting is scheduled for Wednesday, March 13, 2013 at 6:00pm in City Hall Council Chambers, Third Floor, 3200 Biddle Avenue.
- 9. Adjournment: The meeting was adjourned by John at 7:59pm.

Respectfully Submitted

Brandon Calvin

Recording Secretary, Wyandotte Beautification Commission