

CITY OF DEXTER
PARKS AND RECREATION COMMISSION REGULAR MEETING
Tuesday, May 21, 2019 @ 7:00 PM
Location: Dexter Senior Center
7720 Ann Arbor St, Dexter, MI 48130

A G E N D A

- 1. CALL TO ORDER**
- 2. ROLL CALL**

Becky Murillo - Chair	Toni Henkemeyer – Vice Chair
Scott Bell – Ex Officio	Joy Gee
Joanne Wagner	Anne Marques
Ronald Miller	
- 3. APPROVAL OF THE MINUTES – April 16, 2019**
- 4. APPROVAL OF AGENDA**
- 5. CITIZENS WISHING TO ADDRESS THE COMMISSION**
- 6. REPORTS AND COMMUNICATION**
 - A. Chair
 - a. Huron Waterloo Pathways Initiative
 - B. Commissioners and Ex Officio
 - a. Tree Board
 - b. City Council
 - c. Art Selection Committee
 - d. Student Representatives
 - C. Staff Report
- 7. NEW BUSINESS**
 - A. Discussion of: April 29th All-Committee Meeting Follow-Up
 - B. Discussion of: Photography Services RFP
 - C. Discussion of: Mill Creek Park Phase 2
- 8. OLD BUSINESS**
 - A. Discussion of: Park Maintenance Requests
- 9. CITIZENS WISHING TO ADDRESS THE COMMISSION**
- 10. PROPOSED BUSINESS FOR FUTURE MEETINGS**
- 11. ADJOURNMENT**

**CITY OF DEXTER
PARKS AND RECREATION COMMISSION REGULAR MEETING
MEETING MINUTES
APRIL 16, 2019**

The regular meeting of the City of Dexter Parks and Recreation Commission was called to order at 7:00 pm at the Dexter Senior Center, 7720 Ann Arbor St.

ROLL CALL

Commissioners Present: Murillo, Henkemeyer, Bell, Gee, Marques, and Wagner

Commissioners Absent: Miller

Others Present: Justin Breyer, City Clerk and Assistant to the City Manager; Adam Hauser, Student Representative

APPROVAL OF THE MINUTES

Motion by Bell, Seconded by to approve the minutes from March 19, 2019 as presented.

Unanimous Voice Vote

Motion Adopted

APPROVAL OF AGENDA

Motion by Gee, Seconded by Marques to approve the agenda as presented.

Unanimous Voice Vote

Motion Adopted

CITIZENS WISHING TO ADDRESS THE COMMISSION

None

REPORTS AND COMMUNICATION

A. CHAIR

Huron Waterloo Pathways Initiative – None

B. COMMISSIONERS AND EX-OFFICIO

Tree Board – Joanne Wagner reported that Tree Board did not meet.

City Council – Scott Bell reported that he took no less than 3 opportunities to remind City Council that their presence is desired at the Easter Egg Hunt.

The Commission discussed reaching out to the Lions Club about additional assistance with the Easter Egg Hunt.

Art Selection Committee – Toni Henkemeyer reported that the Committee met and selected temporary artwork. She discussed the selection process. Discussion followed.

Student Representatives - None

C. STAFF REPORT

Justin Breyer submitted his report per the packet. Justin updated the Committee on the following items:

- Mill Creek Park controlled burn
- Monument Park gazebo steps and brick paver project
- Watering restrictions
- Ice rink
- Photographer request for proposals
- Lions Park plantings
- Community Park fencing and striping
- Facilities Town Hall meeting
- County Parks and Recreation Master Plan input meeting

NEW BUSINESS

A. DISCUSSION OF: INTRODUCTION OF STUDENT REPRESENTATIVES

Adam Hauser, Student Representative, introduced himself. He is a freshman at Dexter High School.

B. DISCUSSION OF: APRIL 29TH ALL-COMMITTEE MEETING

The Commission discussed items to present at the All Committee Meeting on April 29th.

C. DISCUSSION OF: 2019 EASTER EGGSTRAVAGANZA

The Commission discussed the set-up and arrangements for the Easter Eggstravaganza.

D. DISCUSSION OF: FIRST STREET PARK MEETING

The Commission discussed meeting with the Dexter Ringers at First Street Park. The Commission discussed ideas for arrangement of the Park.

OLD BUSINESS

None

PARKS MAINTENANCE REQUESTS

None

CITIZENS WISHING TO ADDRESS THE COMMISSION

None

PROPOSED BUSINESS FOR FUTURE MEETINGS

- First Street Park Meeting Report
- Report about Mill Creek Park Phase 2
- P&R Master Plan Update starting in 2020

ADJOURNMENT

Motion by Murillo, Seconded by Gee to adjourn the meeting at 8:10pm.

Unanimous Voice Vote
Motion Adopted

Justin Breyer
Assistant to the City Manager / City Clerk

STAFF REPORT

To: Parks and Recreation Commission

From: Justin Breyer, Assistant to the City Manager/Clerk

Date: May 21, 2019

Monument Park Gazebo Steps and Brick Pavers

The maintenance work on the Monument Park gazebo steps began the week of April 22nd and was completed the week of May 6th. The brick re-laying work was completed the week of May 13th.

Monday, April 29th Committee Meeting

The April 29th All Committee meeting went well and was very well attended. Hopefully the Parks and Recreation Commission members in attendance found value in the meeting. Staff included a spot on the agenda to discuss any thoughts or follow-up from that meeting.

Photographer RFP

The City has received a grant from Destination Ann Arbor to hire a professional photographer to take photos throughout the year in order to build a photo library. The purpose of the project is to build a photo library that can be used for the City's new website and other marketing publications. The City released the request for proposals at the beginning of May, and proposals are due on May 28th. Staff is putting together a group to assist in the selection recommendation process. The Commission may wish to discuss selecting a representative to assist in the selection process.

Lions' Mill Creek Park Project

At the last meeting, an idea was presented to staff regarding a slide along the slope in Mill Creek Park below the Farmers Market. Staff has not yet contacted the Lions Club about this idea. Staff has also not received an update regarding the treehouse.

First Street Park

At the last meeting, the Commission discussed meeting with the Dexter Ringers regarding First Street Park. There has not been an update to this project since the last meeting.

Lions Park Plantings

As requested, the City's landscaper planted flowers and perennials around the Lions Park sign.

Facilities Town Hall

The Dexter City Council hosted a town hall meeting regarding facilities on Saturday, April 27th. The meeting was very well attended.



CITY OF DEXTER
REQUEST FOR PROPOSALS (RFP)

RFP TITLE:	CITY OF DEXTER PHOTOGRAPHY SERVICES
RFP DUE DATE:	DUE – Tuesday, May 28, 2019 at 2 p.m. City Council Approval (Tentative) – June 10, 2019

ISSUING AGENCY INFORMATION	
ISSUED BY: City of Dexter, 8123 Main Street, Dexter, MI 48130	ISSUE DATE: Friday, May 3, 2019
RETURN TO: City of Dexter Clerk and Assistant to the City Manager Justin Breyer 8123 Main Street, 2 nd Floor Dexter, MI 48130	Phone: (734) 426-8303 Fax: (734) 426-5614 Website: www.dextermi.gov

INSTRUCTIONS TO PROSPECTIVE VENDORS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR PROPOSAL AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."

Alternate Proposals: Vendors may submit alternate Proposals (a bid on services other than specified). Alternate Proposals are considered only if the vendor is the lowest responsible vendor on their primary Proposal. Proposals must be clearly identified as "Primary" and "Alternate".

PROSPECTIVE VENDORS MUST COMPLETE THE FOLLOWING

PAYMENT TERMS: NET 30 DAYS	DELIVERY DATE:
NAME/ADDRESS/CERTIFICATIONS:	AUTHORIZED SIGNATORY (print and sign in ink):
PHONE #:	FAX #:
EMAIL ADDRESS AND WEBSITE:	

IMPORTANT: SEE STANDARDS AND TERMS

**CITY OF DEXTER
STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The City reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the City. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the City, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the City's solicitation document and a vendor's response, the language contained in the City's original solicitation document will prevail.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the City of Dexter. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

E-MAIL/FACSIMILE RESPONSES: Not Accepted.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the City, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the City is allowed 30 days to pay such invoices.

TAX EXEMPTION: The City of Dexter is tax exempt (#38-6004671).

TERMINATION OF CONTRACT: Unless otherwise stated, the City may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the City of Dexter. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the City, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Dexter, Michigan.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall procure and maintain during the life of the contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all vehicles, all non-owned vehicles, and all hired vehicles.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The City must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the City immediately, and no less than 30 days, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to require complete copies of insurance policies at all times.

Proof of Insurance Coverage: The contractor shall provide the City of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

- A. Certificate of Insurance for Worker's Compensation Insurance;
- B. Certificate of Insurance for Commercial Liability Insurance;
- C. Certificate of Insurance for Automobile Liability Insurance;
- D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
- E. If so requested, certified copies of all policies mentioned above will be furnished.

Hold Harmless: (Page HHA-1) of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

Proposal Specifications Form

COMPANY NAME AND CONTACT INFORMATION:	
LIST CONTINGENCIES/CONDITIONS/DEVIATIONS	
PROPOSAL SPECIFICATIONS	
	QUANTITY
Proposed number of print and web-ready digital images to be provided for proposed budget	
PROPOSAL SUBMISSION CHECKLIST	
	INCLUDED / NOTED
Prospective vendor has read, understands, and agrees to all terms and conditions listed in the Request for Proposals.	
Vendor Background, Point of Contact	
Portfolio of Work	
Proposed Work Plan	
References	
Hold Harmless and Ownership Transfer Agreement	
START DATE: Upon Notice of Award	END DATE: 1 Year After Issuance of Notice of Award
TERMS:	
<i>PROPOSALS MUST BE FIRM IN ACCORDANCE WITH PLANNED SCHEDULE</i>	F.O.B. CITY OF DEXTER

HOLD HARMLESS AND OWNERSHIP TRANSFER AGREEMENT

By submitting a proposal and signing below, prospective vendors agree to the following:

1. "To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Dexter, its elected and appointed officials, employees and volunteers and others working for or on behalf of the City of Dexter, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."
2. Once images are submitted to the City of Dexter by the selected vendor or their designee for the purposes of fulfilling the contract, the selected vendor agrees to the transfer of all rights of use, display, sale, lease, distribution and all other such claims over the images to the City of Dexter. In this transfer, the selected vendor forfeits the aforementioned rights.
3. The vendor agrees that all images submitted to the City of Dexter are the vendor's own work.
4. All images submitted to the City of Dexter have been taken in compliance with all federal, state, and local laws.

Signature

Date

Request for Proposals for Professional Photography Services

Issue Date: May 3, 2019

Written Questions Due: Monday, May 20, 2019

Proposals Due: Tuesday, May 28, 2019 by 2:00pm

E-mail questions to Justin Breyer at JBreyer@DexterMI.gov, or deliver to: City of Dexter, 8123 Main St., 2nd Floor, Dexter, MI 48130 Mon – Fri, 9am – 5pm.

Project Summary

The City of Dexter, Michigan has been awarded a grant through Destination Ann Arbor to hire a professional photographer to take web and print-ready images to be used for advertising, marketing, and tourism purposes. The intent of the City is to gather a significant number of “timeless” high-quality images throughout the year, capturing the “spirit of Dexter,” including unique aspects of the City of Dexter and representing all four seasons (spring, summer, fall, winter). These images should capture scenes that may be used for several years without appearing out-of-date (images of a specific business that may no longer be in business), including but are not limited to: the City’s downtown, parks, events and festivals, trails, neighborhoods, streets, and Mill Creek. These images will be used in City of Dexter publications, including the City’s new website, updates of the Dexter Visitor’s Guide, and events publications. The total contract award amount is \$10,000.

Scope of Work

The selected vendor will perform all necessary photography and editing work. As the project is grant-funded, the total cost of the project shall not exceed \$10,000.

The scope of work shall include the following items:

- Pre-production meeting with City of Dexter staff and/or the City’s Arts, Culture, and Heritage Committee.
- General photography services – identification of potential locations, shot selection, photography.
- Photography services at specified locations and events.
- Production of high-quality digital jpeg images suitable for web and print publication (300 dpi minimum).
- Image editing, touch-ups, and re-shoots as needed.
- Full release to the City of Dexter of all images submitted in fulfillment of the contract.
- The selected vendor will be required to provide their own production facilities and equipment.

Photographs prior to the issuance of the Notice of Bid Award may be used as long as these images meet the following criteria:

- the vendor has all necessary rights and permissions to submit these images; and
- these images shall not constitute more than 20% of delivered images; and
- these images must have been taken in the City of Dexter; and
- these images must be currently relevant (of locations and points of interest still in existence) or be of significant historical value. City of Dexter representatives will determine if an image meets this criterion; and
- the images meet all other specifications as cited in this request for proposals.

Images should be delivered in jpeg format and with quality suitable for web and print publication (300 dpi). As final edited images are delivered to the City of Dexter, they shall become the property of the City of Dexter, and the City may use the images as it sees fit.

The project and award term will be for one year, and the project may begin upon official notification of award. It is expected that delivery of images will occur in four stages, with each stage representing a “season”, i.e.

spring, summer, fall, and winter. Payment from the City to the vendor will also occur in four lump sums with ¼ of the total contract award being paid upon delivery of final images for the “season.”

The selected vendor will be held to the number of high-quality digital images indicated on their bid form, at a minimum.

Timeline

Estimated Notice of Award date anticipated for June 10, 2019

Notice of Award + 13 Weeks – First round of images due to the City of Dexter, First Payment

Notice of Award + 26 Weeks – Second round of images due to the City of Dexter, Second Payment

Notice of Award + 39 Weeks – Third round of images due to the City of Dexter, Third Payment

Notice of Award + 52 Weeks – Fourth round of images due to the City of Dexter, Fourth Payment

Proposal Requirements and Submission

One (1) physical copy of the proposal must be received in the Dexter City Office, 8123 Main, Dexter, MI 48130 by 2:00pm on Tuesday, May 28, 2019. The proposal must be in a sealed envelope with “RFP – Professional Photographer” and the vendor’s name clearly printed on the exterior of the envelope or package.

Proposals must include:

1. Introduction summarizing your company’s background, resources, and relevant experience.
2. Identify the company’s point of contact, including name, title, phone, and e-mail address.
3. Identify any possible sub-contractors and sub-consultants.
4. Portfolio of Previous Work, including samples of past projects, preferably of a similar size and scope.
5. Proposed work plan and schedule for the project, including project stages, milestones and payments.
6. References from past projects, preferably matching those projects used as examples in #2 above.
7. Proposal Specifications Form
8. Hold Harmless and Ownership Transfer Agreement.

Selection Criteria

Proposals received will be evaluated on the following selection criteria:

- Demonstrated experience in professional photography and image editing.
- Demonstrated understanding of the purpose and the scope of the project.
- Proposed work plan, including proposed timeline or milestones for work completion.
- Demonstrated ability to coordinate resources, equipment necessary for completion of work.
- Number of high-quality, print and web-ready digital images to be released to the City of Dexter based on the budget provided.

Reservations

The City of Dexter has the right, in its sole and absolute discretion, to reject any proposals. The City of Dexter has the right to modify any of the information provided with this request for proposal and the City has the right to provide the candidate firms or individuals with additional information at any time during the selection process.

The candidate firm or individual shall review this Request for Proposal and all materials provided with this RFP, and shall prepare all materials for submittal and all presentations at their sole cost and expense, and the City of Dexter shall in no event be responsible for any cost or expense incurred by the candidate firms in such reviews and preparations.