1. May 21, 2019 Regular City Council Meeting Agenda
   Documents:
   MAY 21, 2019 REGULAR CITY COUNCIL MEETING AGENDA.PDF

2. May 21, 2019 Regular City Council Meeting Packet
   Documents:
   MAY 21, 2019 REGULAR CITY COUNCIL MEETING PACKET.PDF
AGENDA FOR REGULAR CITY COUNCIL MEETING
Tuesday May 21, 2019
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL

4. APPROVAL OF AGENDA

5. REPORT FROM CITY MANAGER

6. PUBLIC HEARINGS

   A. To consider the application by CCF Development LLC for a mixed use Planned Unit Development on approximately ten acres of vacant property situated on the east side of Van Dyke, north of Riverland, PPCM-1207 (Presentation - Chris McLeod, City Planner).

7. CONSENT AGENDA

   A. Special Meeting Minutes April 23, 2019

   B. Regular Meeting Minutes May 07, 2019

   C. Bill Listing

   D. To purchase a PumpCon control panel and related parts for installation at the East Hampton Retention Pond (Total cost of $34,960).

   E. To purchase a pre-fabricated, vault-style, flushable restroom facility for installation at Joseph J. Delia, Jr. Major Park (Total cost of $107,465).
F. To purchase tables and carts for the Parks and Recreation Department at unit pricing available through The Interlocal Purchasing System (TIPS), contract #180305 (Total cost of $76,722).

G. To purchase Goodyear automobile and miscellaneous replacement tires at pricing available through the State of Michigan’s MiDeal cooperative purchasing program, contract #19000000369 (Estimated annual expenditure of $95,000).

H. To award a bid for elevator maintenance services (Estimated first year cost of $14,800).

I. To split an award of the bid for water service parts for a one-year period based on unit prices bid (Estimated cumulative annual expense of $115,000).

J. To accept a proposal for a fireworks display on July 25th, 2019 at the Sterlingfest Art & Music Fair (Total cost of $15,000 - 100% funded by corporate sponsorship).

K. To approve the rental and cleaning of uniforms, shop towels and floor mats at unit pricing available through a U.S. Communities Government Purchasing Alliance cooperative bid, contract #R-BB-19002 (Estimated annual expenditure of $24,618).

L. To approve Consent Special Assessment Agreements for the 2017 Sidewalk Replacement Program, City Project #17-297, Special Assessment District SW-17-01.

M. To award a bid for new heating, ventilation, air conditioning and condenser units for the 41A District Court and Fire Station #1 facilities (Total cost of $367,180).

N. To purchase ten vehicles for the Sterling Heights Police Department at pricing available through State of Michigan and Oakland County cooperative purchasing contracts (Total cost of $276,091 - 90% funded by Public Safety Forfeiture Funds).

O. To waive the competitive bidding requirements in accordance with City Code §2-217(A)(9)(a) and accept a proposal by Mando Construction, Inc. for renovations at the Kenneth J. Kosnic 41A District Court Building as mandated by the Michigan Indigent Defense Commission (Total expenditure of $30,506 100% reimbursable through the MIDC).

8. CONSIDERATION

A. To consider approval of the fiscal year 2019/2020 Community Development Block Grant One-Year Action Plan (Presentation - Chris McLeod, City Planner).
B. To consider a First Amendment to the Development Agreement for the Verandas Planned Unit Development situated on the north side of 14 Mile Road, west of Maple Lane in Section 34; Case No. PPCM-1161 (Presentation - Chris McLeod, City Planner).

C. To consider a request by Stevenson Touchdown Club, Inc., d/b/a Titan Touchdown Club, for recognition as a local nonprofit organization for the purpose of obtaining a State of Michigan charitable gaming license.

9. **COMMUNICATIONS FROM CITIZENS**

This item shall be taken up at 9:30 p.m. if the business portion of the agenda has not been concluded.

In accordance with the Sterling Heights Governing Body Rules of Procedure, under this agenda item, citizens are permitted to address the City Council on issues not on the agenda. Citizens are afforded a reasonable opportunity to be heard. Generally, no response shall be made to any communication from a citizen until all citizens have been permitted to speak.

You may be called to order by the Chair or a Council member if you:

- Attempt to engage the Council or any member in debate
- Fail to address the Council on matters germane to City business
- Use vulgarity
- Make personal attacks on persons or institutions
- Disrupt the public meeting

If you are called to order, you will be required to take your seat until the Council determines whether you will be permitted to continue.

These rules are in place and will be followed to ensure order and civility.

10. **REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL**

11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**

13. **CLOSED SESSION PERMITTED UNDER ACT 267 OF 1976 - (roll call vote required)**

14. **ADJOURN**

Clerk of the Council

The City of Sterling Heights will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 7 days notice to the Community Relations Department at 446-CITY.

The backup information for this agenda is available on the City’s website. Go to [www.sterling-heights.net](http://www.sterling-heights.net) and click on City Council e-Packets.
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CITY MANAGER’S REPORT
May 21, 2019 --- CITY COUNCIL MEETING

A. MEMORIAL DAY PARADE
   As you know, Memorial Day will be celebrated on Monday, May 27, 2019; All City Offices and the 41-A District Court Building will be closed for the entire Memorial Day. There will be no refuse collection on Monday only. Refuse collection will resume on Tuesday and will be delayed one day through the end of the week. Normal business hours will resume on Tuesday, May 28. Anyone requesting additional information may contact the Public Works Department at 586.446.2440.

MEMORIAL DAY PARADE
Sterling Heights’ 40th Annual Memorial Day festivities begin with a 9 a.m. Memorial Day Ceremony in the courtyard between City Hall (40555 Utica Road) and the Police Department. The parade theme is “Celebrating & Honoring Women in the Military.” The ceremony will feature remarks from the 2019 Grand Marshal Master Sergeant Hope Morphew, Lieutenant Governor Garlin Gilchrist, Senator Gary Peters, Mayor Michael Taylor and Art Commission Chairman Jeanne Schabath. Music from the Motor City Blend Chorus (formerly Sweet Adelines) and 1st Michigan Colonial Fife & Drum Corps will also add to the respectful patriotic tone of the event. For more information on the Memorial Day Parade or Ceremony, please contact the Sterling Heights Community Relations Department at (586) 446-2470.

B. FIREWORKS LAW REMINDER
   The State law prohibits the City from banning the use of "consumer fireworks" on the following days:
   - the Saturday and Sunday immediately preceding Memorial Day;
   - June 29 to July 4;
   - July 5, if that date is a Friday (this year) or Saturday; and
   - the Saturday and Sunday immediately preceding Labor Day.
   - Between 11:00 a.m. on December 31 until 1:00 a.m. on January 1;

   This means that everyone has the right to "use" the types of fireworks that discharge into the air on these specific days only. Except for New Year’s Eve (11:00 a.m. to 1:00 a.m.), legal fireworks can only be discharged from 11:00 a.m. to 11:45 p.m., and only on private property with permission. Spectators must be 25 feet away (50 feet for minors). Any code violations committed during the discharge of fireworks may still be enforced, including disturbing the peace, violation of a noise or nuisance ordinance, and creating or depositing litter. The City has enacted an ordinance which prohibits the use of "consumer fireworks" for the remaining days each year. Please note that the discharge of fireworks is no longer allowed on Labor Day or Memorial Day Holiday.

C. WCS ART SHOW AWARDS
   Warren Consolidated Schools students were honored at the Festival of the Arts awards ceremony on May 7 at the Sterling Heights Senior Center. Students in kindergarten through 12th grade were recognized for their two and three dimensional artwork. The event was sponsored by the WCS Arts Educators.
D.  DODGE PARK FARMERS MARKET 2019 SEASON

E.  MISCELLANEOUS

Respectfully submitted,

Mark D. Vanderpool, City Manager
Date: May 10, 2019

To: Mark Vanderpool, City Manager

From: Kyle R. Langlois, Parks and Recreation Director

Subject: 2019 Dodge Park Farmers Market Update

Per your request, I am happy to take this opportunity in order to share some information about what we believe is in store for the 2019 Dodge Park Farmers Market. I am happy to report that we will be back to a full season in year five of hosting the weekly market, beginning Thursday, June 6. Since 2018 was a record setting year for both us and the vendors, we are not planning to make any wholesale changes, but continue to build on the success that we have seen. As you will see, the most relevant items to report on are a comparison of vendors, and some minor changes to programming.

To date, we have fifty-two vendor applications submitted, with four additional verbal commitments. Unfortunately, we do not have a metric for how this compares to last year at this time, but we do know that total vendors for 2018 was sixty-seven, which included an average of 2-3 new vendors applying weekly. Expecting this growth trend to continue, it is conceivable that we will surpass last year’s total by opening day, and could eclipse eighty paid vendors by season’s end. While it is normal to lose some vendors each year, we are very pleased with the fact that we have six brand new vendor applicants, and are seeing the return of two popular vendors, Great Harvest Bread Company, and Simply Gourmet Fresh (formerly Jarhead Salsa). This tells us that word continues to spread about how successful the market has become and continues to be. On opening day last year, the Dodge Park Farmers Market hosted forty paid vendors, and as of today, we already have forty-eight paid vendors for opening day with just under a month to go! I have included a listing of the opening day vendors and their offerings for your review. Of those vendors, we have five that are considered “farmers”, which is an increase from the previous years. All in all, we expect the variety of vendors to be solid from week to week, and better than ever before.

In addition to the increase of vendors, we also expect to see some enhancements to the programming side of the market. As you know, we have operated a Kids Korner in years past, but less effort and resources were allocated due the need to focus elsewhere. In 2019, we see this area as one major section to improve, and we plan to do just that. Enhancements will include having a designated area in the market as opposed to a fairly un-marked table amidst the other vendors, introducing a craft each week, and continuing to organically bolster the POP Club, which exposes our young market patrons to new fruits, vegetables, and the importance of supporting local farmers. In addition to the Kids Korner, an emphasis on sustaining market attendance in September once Music in the Park concludes continues to be at the top of the priority list. We will once again be bringing back annual event favorites such as the Market Fit Day, Pet Parade, Touch a Truck, and cooking demonstrations, but have also planned an exciting new September event surrounding the Polish heritage. The
Polish Festival will take place on Thursday, September 5 with a variety of offerings including music, a cooking demonstration, traditional Polish heritage style activities, and a beer garten thanks to a partnership with the American Polish Century Club.

Although it is more associated with the Music in the Park concert series, we will also be introducing a new enhancement to the City Center on six concert dates in 2019, called Patios and Pints. Patios and Pints brings many partners together including the City, Sterling Heights Regional Chamber of Commerce and Industry, Sterling Heights Area Community Foundation, and more to provide a fun new way to take in a concert. Located by the Upton House, this area will enable craft beer enthusiasts to purchase locally brewed beer while still being able to enjoy the summer concerts in a less crowded setting. Each week will feature a different brewery so that patrons can enjoy personal favorites or try something new. The 2019 dates for Patios and Pints are June 20 and 27, July 11, and August 8, 15, and 22. More information on Patios and Pints, the selected breweries and their associated dates will be forthcoming in the next couple of weeks.

In closing, we are excited for what is in store for 2019, and are very proud of the Dodge Park Farmers Market and its sustainability as a community event. A special thank you goes to Recreation Supervisor Troy Nowotny, the dozens of full time and part time employees that assist in various capacities, and other City Departments like Police, Fire, Community Relations, and DPW who commit resources to making this one of the finest markets around. Thursdays in Dodge Park truly are the “place to be,” showcasing once again why Sterling Heights is a great place to live, work, and play! Please contact myself or Troy Nowotny if you have any additional questions regarding the 2019 Dodge Park Farmers Market.

Thank you!

Cc: Troy Nowotny, Recreation Supervisor
    Luke Bonner, Economic Development Advisor
    Melanie Davis, Executive Director, Sterling Heights Regional Chamber of Commerce and Industry
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Type</th>
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<tbody>
<tr>
<td>L.J Designs</td>
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<tr>
<td>Michigan Candy Inc.</td>
<td>Consumable</td>
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<tr>
<td>Divine Crystal</td>
<td>Artisan</td>
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<tr>
<td>Young Living Essential Oils</td>
<td>Oils</td>
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<tr>
<td>Let's Pop Kettle Corn &amp; Lemonade</td>
<td>Popcorn</td>
</tr>
<tr>
<td>Sanne Tea</td>
<td>Tea, Soaps, Body Care</td>
</tr>
<tr>
<td>Growing Green Gardens</td>
<td>Artisan</td>
</tr>
<tr>
<td>Hey Honey</td>
<td>Honey</td>
</tr>
<tr>
<td>R&amp;B Miller Farms Inc.</td>
<td>Produce (Fruit)</td>
</tr>
<tr>
<td>K&amp;T Cake Pops</td>
<td>Cake Pops</td>
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<tr>
<td>BlackEarth Farms</td>
<td>Produce (Organic)</td>
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<tr>
<td>The Green Cup</td>
<td>Smoothies</td>
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<tr>
<td>J. Rush Farms</td>
<td>Produce</td>
</tr>
<tr>
<td>Ruff and Ruffles</td>
<td>Artisan</td>
</tr>
<tr>
<td>Chunk Nibbles</td>
<td>Snack Items</td>
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<tr>
<td>Lost in Sound Detroit</td>
<td>T-shirts</td>
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<tr>
<td>Taylor's Bakehaus</td>
<td>Baked Goods</td>
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<tr>
<td>Fusilier Family Farms</td>
<td>Produce</td>
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<tr>
<td>Banner/ Diehl's</td>
<td>Artisan</td>
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<tr>
<td>Uncle Henry's Gourmet Meats LLC</td>
<td>Meat Sticks, Jerky</td>
</tr>
<tr>
<td>Pasta-e-Pasta</td>
<td>Pasta, Sauce, Cannoli</td>
</tr>
<tr>
<td>Gregory's Scottish Shortbread</td>
<td>Shortbread</td>
</tr>
<tr>
<td>Norwex</td>
<td>Artisan</td>
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<tr>
<td>Dedee's Bags</td>
<td>Artisan</td>
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<tr>
<td>Jakes Healthy Hounds</td>
<td>Dog Treats</td>
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<tr>
<td>Sweet Lane Fudge Factory</td>
<td>Fudge</td>
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<tr>
<td>Motor City BBQ</td>
<td>BBQ Sauce</td>
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<td>Binkley Farms</td>
<td>Produce</td>
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<td>Chaganation.com/ Kob'y's Krunch</td>
<td>Brittle</td>
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<td>Great Harvest Bread Company, Shelby Twp.</td>
<td>Bread/ Baked Goods</td>
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<tr>
<td>Aracia Accents LLC</td>
<td>Candles</td>
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<tr>
<td>Rebel Naturals, LLCf</td>
<td>Soaps, Body Care</td>
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<tr>
<td>Uncle Peter's Pasties</td>
<td>Pasties</td>
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<tr>
<td>Simply Gourmet Fresh</td>
<td>Salsa, Chips</td>
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<tr>
<td>Uncle Calvin's Sweet Potato Pies</td>
<td>Sweet Potato Pies</td>
</tr>
<tr>
<td>Friendly Fran</td>
<td>Baked Goods, Flavored Bread Loafs</td>
</tr>
</tbody>
</table>
# SCHEDULE FOR FOODTRUCKS

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Food Item</th>
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<tbody>
<tr>
<td>El Chanchito</td>
<td>Mexican Food</td>
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<tr>
<td>Fired Up Pizza</td>
<td>Pizza</td>
</tr>
<tr>
<td>GoCHeez</td>
<td>Grilled Cheese</td>
</tr>
<tr>
<td>Heavenly Hot Dogs</td>
<td>Hot Dogs/Lemonades</td>
</tr>
<tr>
<td>People’s Peirogi Collective</td>
<td>Pierogies</td>
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<tr>
<td>Shrederz Food Truck</td>
<td>Food bowls</td>
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<tr>
<td>The Little Donut Factory</td>
<td>Donuts</td>
</tr>
<tr>
<td>Howdy Doodles Ice Cream Coach</td>
<td>Ice Cream</td>
</tr>
</tbody>
</table>
AGENDA STATEMENT

Item Title: To consider the application by CCF Development LLC for a mixed use Planned Unit Development on approximately ten acres of vacant property situated on the east side of Van Dyke, north of Riverland, PPCM-1207 (Presentation - Chris McLeod, City Planner).

Submitted By: Planning

Contact Person/Telephone: Chris McLeod, City Planner - 586.446.2384

Administration Approvals:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>MR</td>
<td>City Clerk</td>
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<tr>
<td>JV</td>
<td>Finance &amp; Budget Director</td>
</tr>
<tr>
<td>MK</td>
<td>City Attorney</td>
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<tr>
<td>MV</td>
<td>City Manager</td>
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Executive Summary

CCF Development LLC, a Michigan limited liability company (Applicant) has made application for the planned unit development (PUD) of approximately ten (10) acres of vacant property situated on the east side of Van Dyke, north of Riverland Drive, in Section 3 of the City. The subject property is currently zoned C-3 (General Business District) and FP (Flood Plain Area) and is commonly known as 43700, 43720, and 43750 Van Dyke. The development would be consistent with a PUD concept plan that Applicant has prepared and subject to the terms and conditions of a PUD agreement executed between the City and Applicant. The PUD provides a streamlined process for reviewing the application in terms of zoning, uses, and potential variances.

The PUD envisions a mixed use development that includes: (a) one hundred thirty-five (135) rental units with associated accessory uses, including a community room, fitness center, and administrative offices; and, (b) approximately 9,000 square feet of new retail space. The rental units will be a combination of low and moderate income and market rate rental units. This proposed PUD will be the City’s first true mixed-use development blending retail and residential uses on the same property in a harmonious manner.

Sixty-three (63) of the apartments will be one (1) bedroom and the remaining seventy-two (72) apartments will be two (2) bedroom. The apartments will range from 616 square feet of living space to 971 square feet of living space. On-site amenities include a community room, fitness center, outdoor play area, general office space, and indoor bike storage. The PUD provides for an extensive exterior front plaza area that extends across the entire frontage of the building providing a downtown, urban feel for the development. The architecture of the building will provide for a modern architectural flare utilizing decorative brick, decorative block, along with cement siding and paneling.

Applicant’s PUD proposal concentrates the development of the property on approximately three (3) acres of Van Dyke frontage, with close proximity to the Van Dyke right-of-way, which is essential to creating the downtown look envisioned within the City’s Master Plan and Corridor Improvement
Authority guidelines. The City anticipates additional developments of this nature as underutilized properties within the Van Dyke Corridor continue to evolve and redevelop. Pushing buildings (rather than vast parking areas) closer to Van Dyke creates a much more pedestrian friendly, walkable environment along Van Dyke, while allowing the preservation of a significant amount of the existing floodplain and wetland area at the rear of the properties along the Clinton River. Applicant has been working with the Michigan Department of Environmental Quality (MDEQ) on its PUD concept for the last year and has secured the necessary preliminary approvals from the State.

Under §22.03 of Zoning Ordinance No. 278, the intent of a PUD is “…to encourage innovation and to allow more efficient use of land through the use of regulatory flexibility in the consideration of proposed land uses within the city consistent with the requirements of the city’s Master Land Use Plan. It is the further intent to replace the usual approval process involving rigid use and bulk specifications by the regulations contained in this Section and by the utilization of an approved development plan.”

In terms of the approval process for the PUD, the Planning Commission is required to review the proposal, conduct a public hearing, and make a report and recommendation to the City Council. The Planning Commission’s public hearing was held February 14th, 2019. Following the February public hearing and additional deliberation at the March 14th, 2019 regular meeting, the Planning Commission recommended approval of Applicant’s PUD. Upon receipt of the report and recommendation from the Planning Commission, the City Council is required to consider whether or not all conditions have been satisfactorily met and thereafter shall hold a public hearing to hear and consider comments to the PUD proposal. At the April 16th, 2019 regular City Council meeting, the Council established the public hearing for May 21, 2019 and appropriate notices were published and sent out.

City Administration is recommending approval of Applicant’s application for the development of the subject property under the PUD option. For additional details on the proposal, please refer to the attached Staff Report, Staff Report Addendum, and PUD Agreement.

**Suggested Action:**

Resolved, to approve the application by CCF Development LLC for a mixed use Planned Unit Development on approximately ten (10) acres of property situated on the east side of Van Dyke, north of Riverland, PPCM-1207, subject to the terms and conditions set forth in the Planned Unit Development Agreement, and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.
8.A

PPCM-1207 Chaldean Community Foundation-Sterling Heights Apartments-Planned Unit Development
43700, 43720 and 43750 Van Dyke

March 14th, 2019

Requested Action

Recommendation for Planned Unit Development Approval which if granted would allow for a mixed use development containing 135 residential units and associated supportive uses along with approximately 9,000 square feet of retail space.

Proposal

The applicant is requesting Concept Plan Approval for a planned unit development that will be a mixture of apartments units, and commercial retail space.

Location: 43700/43720/43750 Van Dyke

East side of Van Dyke, north of Riverland Drive in Section 03 of the City.

Background of Application:

This Update to the Staff Report should be considered by the Planning Commission as a supplement to the prior Staff Report, and not as a replacement. It is not intended to supersede the content of the prior Staff Report, except to the extent that it contains additional or updated information, or revised recommendations which are inconsistent with the prior Staff Report due to additional information or further evaluation since the prior Staff Report was prepared.

The applicant is requesting to construct a single four story building that will be a mixture of retail and rental/apartment units. The total height of the structure will be fifty-six (56) feet tall, with a gross floor area at 128,779 square feet. Approximately 9,000 square feet of the building will be reserved for retail with the remaining square footage for a variety of one to two bedroom apartments. As discussed at last month’s meeting, the apartments will be a mixture of market rate, and low income.

The proposal was presented to the Planning Commission at their regular meeting on February 14th, 2019. The Planning Commission voted to postpone the application, so that more information could be gathered and presented to mitigate some of the commissioners concerns regarding the site.

Updates:

Since the February 14th meeting, the Office of Planning has received some updated plans from the applicant, and correspondence regarding the issues that were brought forth at the meeting. The following items that were discussed by the Planning Commission at the past meeting have been addressed as follows:

1) Parking in the Floodplain:

   One of the main concerns brought up by the Planning Commission was the potential for the parking lot area to flood, due to its location in the area. The applicant has provided a general map to show where the flood areas would be, and the elevations of the site. Furthermore, a letter from the Office of Engineering has been submitted as well, to explain how parking is permitted in the floodplain,
and the extent to which this practice is allowed. At the meeting, the applicant mentioned that they have worked extensively with the MDEQ, and at this point, no further modifications are permitted into the floodplain to help raise the parking out of the floodplain.

2) Building Façade
The Planning Commission and the Office of Planning both discussed the potential to make improvements to the building façade in regards to building materials and architectural features. The applicant has updated the building façade along the south and north elevations. Balconies have been added to the south façade of the building, which fronts the Riverland Shopping Center. Additionally, the façade incorporates more of a brick pattern, to continue the façade treatments from the west façade of the building, which faces Van Dyke. Additionally, the applicant has added Juliet balconies to where the North elevation bumps out, to continue façade improvements.

3) Number of Parking Spaces
The Planning Commission members also discussed the lack of parking spaces on site. Due to the nature of the use, and preservation of the flood plain, the applicant is proposing a significant decrease in the number of parking spaces. Coupled with the potential for parking spaces to be in the flood plain, the Planning Commission raised a number of concerns. The applicant at the meeting stated that the leases will be restricted with the number of parking spaces available. Additionally, the applicant has stated that they will discuss the potential to utilize a portion of the parking with the neighboring Riverland Shopping Center. The applicant at the meeting should provide an update to these discussions. In addition, the applicant has also provided several other similar developments run and operated by the entity that will be managing this site and the number of vehicles per unit provided at those sites. This number is typically approximately one (1) car per unit.

4) Landscaping on Site
At the Planning Commission meeting, there was discussion regarding the landscaping on site. The applicant has provided an updated plan to show a better definition of the outdoor area, as well as a general increase of overall landscaping on site.

5) Traffic Utilization on Van Dyke
There were concerns raised by both members of the public and Planning Commission members regarding the traffic on Van Dyke. The applicant should continue to provide information regarding traffic, and how the site will not excessively impede traffic patterns within the site. The Planning Commission requested additional information on traffic on this area of Van Dyke. Based on Southeast Michigan Center of Government’s (SEMCOG) traffic counts, a total of approximately 25,000 vehicles travel along this stretch of Van Dyke. Van Dyke is a major five (5) lane thoroughfare through this part of the City. A traffic count of this nature is not out of the norm for a road configuration of this nature. In addition, the traffic generated by the proposed use will be somewhat limited by the proposal to restrict vehicles within the lease/agreement to live onsite. This multiple family development with this restriction will likely generate far less traffic than a normal/traditional multiple family development.

The applicant has addressed a majority of the issues and questions raised by the Planning Commission at the February 14th regular meeting. The Office of Planning recommends a motion for approval to recommend the application to appear before City Council. The original motion should remain the same. However, the Planning Commission should add any conditions that may be pertinent that arise from the application.

**POTENTIAL ACTION: APPROVAL**

In the case of PPCM-1207, 43700/43720/43750 Van Dyke, I move to recommend approval of the Concept Plan for the Planned Unit Development, based upon the facts and plans presented, subject to the following conditions:

1. That the development shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the Concept Plan;

2. That the petitioner include the improved landscaping, architectural features, and work with the Offices of Planning and Engineering to resolve parking, unresolved flood plain, and any other outstanding issues.

3. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the petitioner shall develop the development in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan.

4. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights shall be provided by the developer.

5. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the modifications requested as a part of the overall PUD Concept Plan be approved as they generally meet the intent of the City’s Zoning Ordinance and City’s Master Land Use Plan for general densities and specifically the Planned Unit Development Ordinance.

6. That if the Concept Plan and Planned Unit Agreement are approved by the Planning Commission, the Planned Unit Development Agreement be prepared, finalized, signed and recorded by the owner of the property and the City.
7. That with City Council approval, the overall time frame for the completion of the project be as required by Ordinance, unless the time frame is extended upon request by the applicant and approval by City Council.

8. The recommendation of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.

9. The applicant continue to work with the City and State MDEQ in regards to the wetlands towards the back of the site.

This motion is being made based on the following findings:

1. That the proposed use and overall development is consistent with and promotes the ideals of the City 2030 visioning plan to provide an array of housing types that are attractive to a multitude of demographics.

2. That the development provides something unique in terms of architecture and design and provides a true mixed-use development for the City in a “Downtown” type setting within the City’s Corridor Improvement Area (CIA).

3. That the development is located along Van Dyke, which can call for a more intensive use in regards to a mixture of uses.
5.A  
PPCM-1207 Chaldean Community Foundation - Sterling Heights Apartments - Planned Unit Development  
43700, 43720 and 43750 Van Dyke  

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Case</th>
<th>Meeting</th>
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<tbody>
<tr>
<td>5.A</td>
<td>PPCM-1207 Chaldean Community Foundation - Sterling Heights Apartments - Planned Unit Development 43700, 43720 and 43750 Van Dyke</td>
<td>February 14\textsuperscript{th}, 2019</td>
</tr>
</tbody>
</table>

**Requested Action**  
Planned Unit Development Approval  

**Proposal**  
The applicant is requesting Concept Plan approval for a planned unit development that will be a mixture of efficiency apartment units and commercial retail space.  

**Location:** 43700/43720/43750 Van Dyke  
East side of Van Dyke, north of Riverland Drive in Section 03.

**Existing Zoning**  
C-3 (General Business District), FP (Floodplain)  

**Existing Land Use**  
Vacant Property  

**Master Plan Designation**  
Local Commercial/Parks and Open Space  

<table>
<thead>
<tr>
<th>Adjacent</th>
<th>North</th>
<th>West</th>
<th>South</th>
<th>East</th>
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<tbody>
<tr>
<td>Zoning</td>
<td>C-3 (General Business District), FP (Floodplain)</td>
<td>C-3 (General Business District) (across Van Dyke)</td>
<td>C-2 (Planned Comparison District), RM-2 (Multiple Family Low Rise District)</td>
<td>FP Floodplain</td>
</tr>
<tr>
<td>Land Use</td>
<td>Henriksen’s Driving Range, Open Space</td>
<td>Four Seasons Shopping Center (variety of commercial users) (across Van Dyke)</td>
<td>Riverland Shopping Center (variety of commercial users), Riverland Woods Apartments</td>
<td>Open Space/Clinton River</td>
</tr>
</tbody>
</table>
Zoning Map of the Property and Surrounding Area

Zoning Ordinance

The current Zoning Ordinance and Zoning Map were adopted in 1989 and have been subsequently amended by numerous conventional, as well as, conditional rezonings over time. The adjacent properties are zoned as follows: to the north is zoned C-3 (General Business District) and FP (Floodplain); to the west is FP (Floodplain), to the south is zoned C-2 (Planned Comparison Business District) and RM-2 (Multiple Family Low Rise District); to the west, across Van Dyke, is zoned C-3 (General Business District).
Master Land Use Plan

At the February, 2017 Planning Commission meeting, the Planning Commission adopted the City’s Master Land Use Plan. The Master Land Use Plan designates the subject properties as Local Commercial and Parks/Open Space. The local commercial district designation intends to meet the daily retail and service needs of the residents in surrounding neighborhoods. Retail, office, and residential uses (such as townhomes or upper-story loft units) are appropriate uses to be added to existing local commercial sites throughout the city, but especially those located within a designated mixed-use development node. The parks/open space designation includes a variety of public or private land, recreation facilities, and natural resources such as floodplains, woodlands, or wetlands which should be preserved.

Based on the permitted uses outlined in the Master Land Use Plan, the proposed development can be seen as being consistent with the overall Master Land Use Plan as the site proposes a mixed-use housing and retail site, and the floodplain will be preserved at the rear of the site.
**Concept Plan Approval**

- Planning Commission reviews the proposed application (Concept Plan) and conducts a public hearing to hear and consider comments relating to the PUD proposal. If criteria for PUD approval is met and a public hearing has occurred, the Planning Commission shall make a recommendation to City Council.
- City Council shall review the report and recommendation of the Planning Commission, review the Concept Plan, and conduct an additional public hearing, and make a final determination on the PUD application and Concept Plan by approving, approving with conditions, or denying the Concept Plan and Reviewing and approving the PUD agreement.

**Site Plan Approval**

- Once a PUD Concept Plan has been approved by City Council, administrative site plan review in accordance with Article 26 of the Zoning Ordinance is required for the site or for each phase of a multi-phase development in accordance with the approved PUD Concept Plan.

**Timeframe**

- Final site plan approval must be obtained within twelve (12) months of the PUD Concept Plan Approval.
- Building permits must be obtained within eighteen (18) months of the PUD Concept Plan Approval.
- Complete site development must occur within thirty (30) months of the PUD Concept Plan approval.
- City Council may extend these time limitations.

**PUD Agreement:**

- As indicated above, as part of the approval process by City Council, the City will enter into a PUD agreement with the developer which provides the framework upon which the development of the property will take place. Once the Planning Commission makes a recommendation regarding the Concept Plan to City Council, but before the application is scheduled to be considered by City Council, the developer’s attorney and the City Attorney will prepare a draft of a PUD Agreement that is consistent with the Concept Plan that will be considered for approval by City Council. The draft PUD Agreement will need to be in a form that is acceptable to both parties and signed by the petitioner prior to it being presented to City Council.

**PLANNED UNIT DEVELOPMENT SITE PROPOSAL**

Uses permitted in a PUD.
The PUD provisions of the Zoning Ordinance allow for a wide range of potential uses because PUDs are allowable in all zoning districts. The allowable uses provision generally provides as follows:

All uses permitted as principal uses permitted, or special approval land uses and accessory uses [are] permitted in all zoning districts. Multiple uses contained in a PUD must be complementary in nature. If a PUD includes residential uses, the housing types may be clustered to preserve common open space, in a design not feasible under the underlying zoning district regulations. The PUD must provide a complementary variety of housing types and/or a complementary mixed-use plan of residential and/or non-residential uses that is harmonious with adjacent development.

Permissible Use:

The Concept Plan proposes a single four story building that will be a mixture of retail and housing/apartment units. The total height of the structure will be fifty-six (56) feet tall. The gross floor area of the building will be 128,779 square feet, with 9,000 square feet of the building being dedicated for retail, and the remaining square footage utilized for multiple family residential housing units and complementary accessory uses. There are sixty-three (63), one (1) bedroom units that range in size from 616 square feet to 686 square feet, and seventy-two (72), two (2) bedroom units, that range in size from 850 square feet to 971 square feet based on the floor plans provided. The remainder of the building will house a community room, a fitness center, and a general office space dedicated to the residential development. The monthly rental rates of the various apartment units are unknown. The applicant has been working with MSHDA and other funding sources.

The site also proposes an outdoor patio/plaza space located adjacent to the building, facing Van Dyke, and an undefined outdoor activity area space. The site also includes one hundred and eighty-five (185) parking spaces on site, which will serve both the retail and residential uses, at the rear of the site. The floodplain area, located at the rear of the site will remain as open space and be undeveloped. Some grading and floodplain modifications will occur in the area and the applicant has been working through the Michigan Department of Environmental Quality (MDEQ) to acquire the proper permits.

Further, the PUD Zoning Ordinance provisions also dictate the overall density permitted within the proposed PUD. Section 22.03 B 4 of the Zoning Ordinance specifically states the following with respect to PUD development:

Mixed Use and commercial PUDs.

a. A PUD may include residential and non-residential uses as determined by the City Council after review and recommendation of the Planning Commission. The use of creative development concepts including mixed uses should be used to create commercial nodes and gateways and facilitate renovation of existing retail centers as opposed to creating strip commercial centers along major thoroughfares.

b. Setback and other dimensional requirements of the underlying zoning district(s) shall be used as guidelines for reviewing a proposed mixed-use or commercial PUD, which requirements may be modified by the City Council to achieve the intent of the PUD after review and recommendation of the Planning Commission.

c. Permitted commercial uses shall be limited to those determined by the City Council after review and recommendation of the Planning Commission, to be suitable for the site and compatible with the surrounding area. Any uses listed as special approval land uses shall be required to comply with specific conditions relating to such uses, although no additional review process is needed, other than the PUD approval process.

d. Attached residential units may be permitted as a transitional use between commercial uses and lower density residential in a mixed-use PUD where the underlying zoning is commercial.
e. Elderly housing may be permitted in a mixed-use or commercial PUD. The permitted dwelling unit density of the elderly housing component

Permissible Density: The site as noted above is currently zoned a combination of C-3 (General Business District) and FP (Floodplain). Under each of these districts, multiple family residential is not a permissible use. The City’s PUD Ordinance indicates that the underlying zoning district should be used as a baseline for density. Since residential development is not permissible in the underlying district, a conventional means of determining density cannot be utilized. However, under the C-3 (General Business District), the coverage of the site may be up to thirty-five (35) percent of the entire site area. The applicant has provided density calculations for the site, at twenty (20) percent lot coverage. Comparing the proposed development to the coverage requirements for a commercial use, the site does comply with the requirements. However, if the site was to be analyzed as a primarily multiple family use, which would be appropriate based on the number of units and type of building proposed, under the RM-3 Multiple Family Mid and High Rise District, the site would also be in compliance with the thirty (30) percent building area. Additionally, the square footage of the units, based on efficiency calculations are also compliant with the RM-3 (Multiple Family Mid and High Rise District). Per standards, one (1) bedroom units should be a minimum of six hundred (600) square feet, and two (2) bedroom units should be a minimum of eight hundred (800) square feet. The applicant meets both of these guidelines.

General
This parcel has been underutilized for decades, partly because of its proximity to the Clinton River and the existence of a significant amount of flood plain area. The applicant is proposed a high density mixed use development for the proposed site, which the City supports. The City promotes the idea of a development of this nature, particularly in the Van Dyke corridor which is a part of the City’s Corridor Improvement Authority district. The City’s vision for this stretch of Van Dyke is a pedestrian orientated, mixed use area to help revitalize the overall corridor, and the proposal by the applicant is a significant first step in accomplishing this vision. Currently, the zoning scheme within this corridor remains unchanged and reflects the City’s traditional zoning classifications which do not necessarily support a development of this nature in terms of mixture of uses, building configuration and setback. That is why the applicant is coming forward with the proposed Planned Unit Development proposal. The City would anticipate additional developments of this nature as underutilized properties within the Van Dyke Corridor are redeveloped.

One of the main areas of concerns regarding the proposed concept plan is the number of parking spaces available. The site is proposing one hundred and ninety (190) spaces. Per City Ordinance, based upon the number of residential units and the square footage of the commercial space, approximately three hundred and forty-six (346) spaces are required. The applicant has indicated that it anticipates that many of the tenants will not have their own vehicles, although this assert is at this point unsupported by any documentation or statistics. While parking requirements can be reduced in a PUD, there are concerns with a reduction as significant as proposed. As the commercial uses for the space are not defined, this can possibly create issues with residential parking. The applicant should address how it will ensure the parking on site is adequate for all of the users. As proposed, if each residential unit is dedicated one parking space, a total of approximately fifty (50) spaces remain for the retail use and residential guests. At one and two bedroom units, it may be anticipated that each unit may have multiple vehicles. Will the number of units be limited by permit or other means? In addition, there are bus stops just north of the site and across the street. This may further reduce the need for parking at the site. Parking agreements with the shopping center to the south may also alleviate parking needs for extra vehicles. If adjacent sites are to be used, shared parking agreements will be necessary and dedicated pedestrian connections.
Per the RM-3 (Multiple Family Mid and High Rise District), the district is to have designated recreational areas or facilities. Based on the number of units, this would require 97,500 square feet of space. The open space at the rear of the site contains 362,186 square feet of greenspace. Thus the applicant does comply, based upon the amount of open space. However, the applicant should further define recreational areas, including the outdoor activity area. These areas should continue to be defined, and designed to meet the needs of those who will be occupying the living spaces. The site plan also proposed a massive front plaza along the entire frontage of the building. This area while not an active recreation area, is an amenity to the site and can be used as a more passive area for the entire development. The amenities and details of the space will need to continue to be refined.

The site proposes a significant amount of floodplain/wetland modification. The applicant has been working extensively with the Michigan Department of Environmental Quality (MDEQ) and has received tentative approval from the State for the proposed modifications. Should the PUD move forward, the applicant should continue to engineer the site to meet all required City and State requirements. However, approximately 362,186 square feet of greenspace will be maintained on site.

**Design and layout conditions**

The PUD provisions of the Zoning Ordinance set forth certain design and layout standards for the Planning Commission and City Council to consider in reviewing the PUD. They are the following:

1. Where a planned or proposed major, secondary, or collector thoroughfare is included partially or wholly within the project area of a PUD, such portion of the roadway shall be provided as a public right-of-way with the width standards as stated in the master road plan for the right-of-way. The alignment of the roadway shall be in general conformance to the proposed alignment as shown on the master plan.

   The site will have a single ingress and egress point from the Van Dyke roadway, which is considered a major thoroughfare under the master road plan. The location of the proposed drive should be
reviewed and approved by the Macomb County Department of Roads to ensure compliance with its road standards. For driveway spacing and configuration, based on existing driveways in the area, the driveway location appears logical.

2. In order to provide an orderly transition of density, where the project being proposed for use as a PUD immediately abuts a residential district, (not including districts separated by a major thoroughfare), the City may require that the area immediately abutting the district be developed with a like development or landscaped open space.

The proposed development does not directly abut residential properties either to the north or south and has significant open space, undeveloped area on the east side of the development. Towards the north, the property is currently utilized as a driving range. Should this area be redeveloped in the future, perhaps solely with a commercial use, that site would need to provide the appropriate buffer requirements. However, the City would promote an additional mixed-use development on this property. Furthermore, to the south, the site is already used for commercial purposes. There is currently landscaping proposed along the south side of the proposed development. However, the area should be intensified in terms of landscaping to create a stronger buffer for the units. Furthermore, the rear of the site will remain as floodplain, thus creating a natural buffer to the Riverside Apartments.

3. Site design standards should include frontage beautification, buffering devices, landscaping, walkway linkages, controlled vehicular access, and attractive signage.

**Architecture of buildings:** The applicant has provided architectural elevations for the entire building. The proposed building is a mix of split face block, decorative face brick, fiber cement panel, fiber cement siding and metal paneling. The Van Dyke façade includes a significant amount of brick and fiber cement paneling for a modern architectural site. The non-frontage elevations include more siding and paneling and very limited brick. It may be beneficial to include some additional brickwork on the non-frontage elevations. Furthermore, balconies have been provided for a number of the window openings along the Van Dyke frontage. This element provides a great amount of detail and architectural interest to this façade. However, the remaining facades do not have this same detail. While the number or size of the balconies may be reduced on these other facades, some balconies (even if not functional) should be provided along the remaining facades.
Overall Landscaping: The applicant should comply with the landscaping requirements outlined in City ordinance. Based on the submitted plans, the landscaping of the site is deficient in regards to the required trees and shrubs on site, in addition the enhanced landscaping feature will need to be defined. The plaza space along Van Dyke and along the rear of the building easily lend themselves for this requirement, but the amenities proposed for them need to be defined. Due to the mixed-use nature of the site, the landscaping is important to the overall PUD to link together residential and commercial spaces, and establish a sense of place through landscaping.

Walkway Linkages: The site plan proposes to provide sidewalk connections throughout the site, including the rear area adjacent to the floodplain area. Furthermore, crosswalks should be added at the site to connect the parking lot sidewalks to the main building. The applicant should consider extending a pedestrian link towards the rear of the property for any future link potential to the River area and City park system. This connection doesn't necessarily need to connect at this time, but should be anticipated should a future connection be necessary.

Controlled vehicular access: The site proposes a single access drive from Van dyke to service both the residential and commercial uses.

Attractive signage: At this time, no signage has been proposed for this site. The signage on site may be limited to the commercial uses, either via wall signage, or a monument sign located at the site. However, due to the limited front yard setback, wall signage may be sufficient for the commercial spaces, due to their close proximity to the roadway. Should the applicant wish to include signage as part of their proposal, it should submit the request to the Office of Planning for their review. Typically, signage is reviewed by the Building Department for compliance, but if any nontraditional signage is proposed, the PUD review/approval should take this into account. Consolidated signage for the
residential development and the commercial aspects of the development should be considered, since the commercial use is really accessory to the multiple family residential use of the property.

**Planned Unit Development Modifications**

The PUD provisions of the Zoning Ordinance allow City Council to modify requirements relating to development. The following modifications are proposed from the City’s conventional zoning ordinance requirements:

**Overall Density**

The applicant is proposing a total of sixty three (63) one bedroom units and seventy two (72) two bedroom units which under the RM-3 (Multiple Family Mid and High Rise District) would require a total of 205,200 square feet of land area to support that density. The applicant has approximately 150,500 square feet of upland/developable area. However, the applicant does have a significant area at the rear/east end of the site which will remain undeveloped. In addition, the site is not zoned for multiple family purposes and therefore the density requirements of the district are not truly applicable under the PUD ordinance. However, the Office of Planning did feel that the RM-3 (Multiple Family Mid and High Rise District) would be the most applicable District to the site since the primary use is multiple family high rise residential and the PUD ordinance indicates that densities should not exceed that permissible in the underlying zoning district. Even with the allowable density bonus, a total of approximately one hundred and twenty five units would be permissible if the Planning Commission and City Council found the proposal to be consistent with the intent of the PUD ordinance. Therefore, based on these assumptions, a total of one hundred and thirty five (135) units would require a variance of essentially ten (10) units. The Planning Commission and City Council do have the ability to vary the density requirements in this particular case and based on the type of development being proposed, the Office of Planning has no objections to the additional density provided the remainder of site concerns are addressed.

**Setbacks**

With the major deviation from conventional development being proposed, the typical C-3 (General Business District) setbacks are not being met. The setbacks within the C-3 (General Business District) and the proposed modified setbacks are as set forth below:

<table>
<thead>
<tr>
<th>Setback</th>
<th>C-3</th>
<th>PUD Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>72 Feet</td>
<td>8 Feet</td>
</tr>
<tr>
<td>Side</td>
<td>42/42 Feet</td>
<td>22/60 Feet</td>
</tr>
</tbody>
</table>

The front yard setback is seventy-two (72) feet based upon the increased height of the proposed structure from what is permitted in the C-3 (General Business District). As designed, a front yard setback of approximately eight (8) feet from the front property line is being provided. As designed, a variance of approximately sixty four (64) feet would be required. The applicant is looking to establish a “downtown” type feeling in this mixed-use district (which is also desired by the City), and thus has pushed the building closer to the roadway, which is logical, given the extensive amount of undevelopable flood plain property to the rear of the property. The building will be located close to the existing sidewalk, with an elevated public patio/plaza space that acts as a separation between the property line and the building. This patio, based on building requirements may need a safety rail. However, that can be determined upon building and engineering review.
The proposed side yard setbacks are required to be forty-two (42) feet on each side, based upon the building's height. The north side yard setback, is over sixty (60) feet, and thus complies with the underlying zoning requirements. The south side yard setback, towards the Riverland shopping center, however, does not comply. The setback is twenty-two (22) feet, which would require a non-use variance of twenty (20) feet.

The rear yard setback for the district would be thirty (30) feet. However, since a large portion of the rear of the site will remain floodplain, the site will meet this requirement.

Parking
As noted earlier, the parking for the site is deficient based on the City's parking requirements. Based on the uses and residential unit types proposed, a total of three hundred and forty six (346) parking spaces are required. The applicant has proposed a total of one hundred and ninety (190) parking spaces. Therefore a variance of one hundred and fifty-six (156) parking spaces is required. The nature of the building and uses does suggest that as a mixed use building a reduction in the total number of parking spaces may be warranted. However, a significant reduction as proposed is more difficult to justify without some significant means of justification. As discussed if parking for the residential portion of the development was limited to one (1) vehicle per unit or if offsite parking was secured with a means of easy access for residents to access those spaces, the more significant reduction could be more easily justified. The Office of Planning does not want to create excessive parking for the site and does promote the idea of more intense buildings with reduced parking working in conjunction ultimately, but as the first development of this type, the site will initially act as a "stand alone" site and will need to have the parking issue adequately addressed.

PUD Process Overview

The PUD process is a multiple step process that provides a thorough analysis of the proposed project at several different levels. The outline of the PUD process is as follows:

<table>
<thead>
<tr>
<th>Process Overview</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Planning Commission Planned Unit Development Review and Public Hearing</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>2 Development of Draft Planned Unit Development Agreement</td>
<td>Administrative</td>
</tr>
<tr>
<td>3 City Council Establishes Public Hearing Date</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>4 City Council Planned Unit Development Review and Public Hearing</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>Site Plan Approval (Preliminary)</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>5 Engineering Plan Review</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>6 Building Plan Review</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>7 Site Plan Approval (Final)</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>8 Construction</td>
<td>Approval/Denial</td>
</tr>
</tbody>
</table>

As a planned unit development, the Planning Commission will ultimately be making a recommendation to the City Council for either approval or denial of the proposed planned unit development.
In the case of PPCM-1207, 43700/43720/43750 Van Dyke, I move to recommend approval of the Concept Plan for the Planned Unit Development to the City Council, based upon the facts and plans presented, subject to the following conditions:

1. That the development shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the Concept Plan;

2. That the petitioner work with the Office of Planning to address outstanding comments such as landscaping, architecture, parking, and any other outstanding issues.

3. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the petitioner shall develop the development in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan, including and requirements relating to development in a floodplain area.

4. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights shall be provided by the developer.

5. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the modifications requested as a part of the overall PUD Concept Plan be approved as they generally meet the intent of the City’s Zoning Ordinance and City’s Master Land Use Plan for general densities and specifically the Planned Unit Development Ordinance.

6. That if the Concept Plan and Planned Unit Agreement are approved by the Planning Commission, the Planned Unit Development Agreement be prepared, finalized, signed and recorded by the owner of the property and the City.

7. That with City Council approval, the overall time frame for the completion of the project be as required by Ordinance, unless the time frame is extended upon request by the applicant and approval by City Council.

8. The recommendation of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.

9. The applicant continue to work with the City and State MDEQ in regards to the wetlands towards the back of the site.

This motion is being made based on the following findings:

1. That the proposed use and overall development is consistent with and promotes the ideals of the City 2030 visioning plan to provide an array of housing types that are attractive to a multitude of demographics.

2. That the development provides something unique in terms of architecture and design and provides a true mixed-use development for the City in a “Downtown” type setting within the City’s Corridor Improvement Area (CIA).

3. That the development is located along Van Dyke, which can call for a more intensive use in regards to a mixture of uses.
POTENTIAL ACTION: DENIAL

In the case of PPCM-1207, 43700/43720/43750 Van Dyke, I move to deny the Concept Plan for the Planned Unit Development, based upon the following:

1. That the Concept Plan for the development as proposed would create a deficiency of parking that could possibly negatively impact surrounding sites.
2. That this proposed PUD development is essentially an effort to rezone and develop the property with a much more dense development than would be normally permissible in the underlying zoning district, and this would essentially constitute a spot zone if it were rezoned to multiple family residential zoning.
3. That the setbacks proposed create conflict with the surrounding properties, and that the front yard setback on Van Dyke would cause possible traffic and pedestrian hazards, and impede traffic.

[Add additional reasons]

POTENTIAL ACTION: POSTPONEMENT

In the case of PPCM-1207, 43700/43720/43750 Van Dyke, I move to postpone action on the Concept Plan for the Planned Unit Development, based upon the following:

1. That the proposed development has not satisfactorily addressed the comments from the Office of Planning and that those revisions should come back before the Planning Commission.
2. The developer of the project should meet with the Office of Planning to remedy the parking situation, and address all other site concerns.
APPLICATION FOR SITE PLAN APPROVAL /
SPECIAL APPROVAL LAND USE
CITY OF STERLING HEIGHTS

This application shall be submitted with a total of six (6) copies of all required plans (as well as a pdf sent to cmcleod@sterling-heights.net) and other data as required by the City of Sterling Heights Zoning Ordinance (please refer to the City's Zoning Ordinance at www.sterling-heights.net).

PLEASE ENTER ALL OF THE FOLLOWING INFORMATION.

Project/Property Attributes:
Proposed development name: Sterling Heights Apartments

 Parcel address: 43700, 43720 and 43750 Van Dyke

Sidewell Number(s): 10-03-151-015-000/10-03-301-012-000/011-000

The property is presently zoned: C-3/FP

The total site area is 10 acres.

Portion of total site area being developed is 3 acres.

Project Description (including all uses requiring licenses and all proposed accessory uses):
The Project will be a new construction that is roughly 125,000sqft, four (4) story building. The Project will have roughly 124 apartment units, over 7,000sqft of white boxed commercial space and increase walk-ability along Van Dyke.

Documents Submitted
The following documents/plans must be submitted for all development projects within the City unless otherwise indicated by the City Planner.

□ Site Plan
□ Building Elevations
□ Floor Plans
□ Landscape Plan
□ PDF of All Submitted Materials

□ Photometric Plan
□ Tree Survey
□ Photo ID of Applicant
□ Verification of Ownership or Interest in Property
□ Copies of any required City licenses for proposed principal or accessory uses or applications filed

If a principal or accessory use of the property is added or modified that requires an additional or modified City license, a new review of the special approval land use may be required.

□ Fee: Site Plan - Inquire with Office of Planning
□ Fee: Special Approval Land Use - $604.00
### Present Land Owner:

**Name:** Dr. Tanveer H. Pirzada  
**Address:** 54640 Trumbull St,  
**City:** Shelby Twp  
**State:** MI  
**Zip:** 48317  
**Phone:** (586) 243-0130  
**Email:** Sameera btnn7@hotmail.com

### Applicant Requesting Development Approval:

**Name:** Chaldean Community Foundation  
**Address:** 3601 15 Mile Road  
**City:** Sterling Heights  
**State:** MI  
**Zip:** 48310  
**Phone:** (586) 722-7253  
**Email:** martin.manna@chaldeanfoundation.org

### Applicant's Basis of Representation:

**President**

---

**Signature of Land Owner (with printed name):**

**Signature of Applicant(s) (with printed name):**

---

### Addition or Modification of Use

As noted above, if a proposed principal use or accessory use is added or modified after the initial City approval which includes any use that requires one of the following City licenses/uses, an additional review of the special approval land use may be required by the Planning Commission. Please check each type of use/license proposed as a part of the application.

<table>
<thead>
<tr>
<th>License Type</th>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Uses</td>
<td>Massage Establishment</td>
</tr>
<tr>
<td>Amusement Devices</td>
<td>Mobile Vending</td>
</tr>
<tr>
<td>Auction Sales/Auctioneer</td>
<td>Outdoor Patio Space</td>
</tr>
<tr>
<td>Banquet and Event Facility</td>
<td>Pawnbroker</td>
</tr>
<tr>
<td>Body Art / Tattoo</td>
<td>Refuse Collection</td>
</tr>
<tr>
<td>Carnival / Festival</td>
<td>Secondhand Goods Merchant</td>
</tr>
<tr>
<td>Going Out of Business</td>
<td>Solicitor / Peddler</td>
</tr>
<tr>
<td>Hotel / Motel</td>
<td>Taxicab</td>
</tr>
<tr>
<td>Junk Yard</td>
<td>Temporary Use</td>
</tr>
<tr>
<td>Liquor License</td>
<td></td>
</tr>
</tbody>
</table>
Present land owner:
Name: David Johnson  Address: 4314 E. Winton Drive
City: Sterling Heights  State: MI  Zip: 48312
Phone: 810-894-1468  Email: davidjohnson@comcast.com

Applicant requesting development approval:
Name: __________________________  Address: __________________________
City: __________________________  State: __________ Zip: __________
Phone: __________________________  Email: __________________________

Applicant's basis of representation: __________________________

Signature of Land Owner (with printed name):

Signature of Applicant(s) (with printed name):

Addition or Modification of Use:

As noted above, if a proposed principal use or accessory use is added or modified after the initial City approval which includes any use that requires one of the following City licenses/uses, an additional review of the special approval land use may be required by the Planning Commission. Please check each type of use/license proposed as a part of the application.

- Adult Uses
- Amusement Devices
- Auction Sales/Auctioneer
- Banquet and Event Facility
- Body Art / Tattoo
- Carnival / Festival
- Going Out of Business
- Hotel / Motel
- Junk Yard
- Liquor License
- Massage Establishment
- Mobile Vending
- Outdoor Patio Space
- Pawnbroker
- Refuse Collection
- Secondhand Goods Merchant
- Solicitor / Peddler
- Taxicab
- Temporary Use
NOTES OF INTENT:

SANITARY SERVICE

All facilities within the development will be served by an improved sanitary sewer line and
disconnected to the proposed sanitary sewer. This proposed sewer line will connect to the existing sanitary sewer
approximately 90 feet south of the SW property corner.

WATER SERVICE

All facilities within the development will be served by public water service. The public water service will be
delivered to the site by a 9-inch line from the closest point of connection to the delivery point. The
connection points for the domestic and fire service will be made at the corner of the building.

A NEW WATER METER WILL BE INSTALLED FOR A Pipe Hydrant
located in the parking lot to provide adequate coverage.

A NEW HYDRANT WILL ALSO BE INSTALLED ALONG THE EAST SIDE OF
the building near the center of the building to provide
adequate fire protection coverage.

STORMWATER MANAGEMENT

All stormwater runoff generated by the facilities in this
development will be conveyed to a stormwater detention basin
located to the east of the lot. The detention basin is located
approximately 25 feet from the lot line. The proposed
detention basin is designed to hold 75% of the peak flow
of approximately 25 feet plus the 1-foot freeboard.

A NEW CONCRETE SF (2X3) STREET SWALE WILL BE INSTALLED ALONG THE EAST SIDE OF
the building near the center of the building to provide
adequate fire protection coverage.

A NEW CONCRETE SF (2X3) STREET SWALE WILL BE INSTALLED ALONG THE EAST SIDE OF
the building near the center of the building to provide
adequate fire protection coverage.

The proposed stormwater management system includes:

- Detention basin
- Street swale
- Hydrant
- Fire protection

LOCATION MAP

The proposed location of the new facility is shown on the map below. The site is located near the intersection of
Lot 26 and Lot 25.

The proposed site will include:

- A new building
- Parking area
- Stormwater management system
- Fire protection system

The location map is provided for reference and should be compared to the proposed site location on the map above.

Legend:

- Building
- Parking area
- Stormwater management system
- Fire protection system

Site Plan

Engineering and Grading

Chalfont Community
Darby, PA 19023

Conestoga, PA 19023

Date: 03/03/2023

Scale: 1" = 100'

Drawing: Site Plan

Sheet: 1 of 1

Chalfont Community
Darby, PA 19023

Site Plan

Engineering and Grading

Conestoga, PA 19023

Date: 03/03/2023

Scale: 1" = 100'
LOT 21
LOT 24

EXISTING WETLANDS

FLOODPLAIN CUT / FILL CALCULATIONS:

Total (cu. yds.) of Floodplain Fill: (Area (sft) x Ave. depth (ft)) / 27 = cu. yds.

120,108 sft x 4.3 ft = 17,276 cu. yds.

Total (cu. yds.) of Floodplain Cut: (Area (sft) x Ave. depth (ft)) / 27 = cu. yds.

159,320 sft x 3.0 ft = 17,702 cu. yds.

NOTES:
- SEE LOCATION OF WETLAND PROTECTION BERMS ON SHEET 3
- SEE GRADING SECTIONS ON SHEETS 4 AND 5
- CUT AREAS TO ELEVATION OF 610.35

RECEIVED
FEB 21, 2019

STERLING HEIGHTS BUILDING SERVICES

CHALDEAN COMMUNITY FOUNDATION
586-772-7253

OVERALL LAYOUT

MACOMB COUNTY MICHIGAN

STERLING HEIGHTS MACOMB COUNTY MICHIGAN

ISSUE:
DEQ
SUBMIT
REVISED PER DEQ

CHALDEAN COMMUNITY FOUNDATION
586-772-7253

OVERALL LAYOUT

STERLING HEIGHTS BUILDING SERVICES

CHALDEAN COMMUNITY FOUNDATION
586-772-7253

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OVERALL LAYOUT

STERLING HEIGHTS BUILDING SERVICES

CHALDEAN COMMUNITY FOUNDATION
586-772-7253
EXISTING WETLANDS

SCALE: 1" = 100'

PROTECTION BERM LAYOUT
CFF Van Dyke
Apartments
STERLING HEIGHTS
MACOMB COUNTY
MICHIGAN

RECEIVED
FEB 27, 2019
STERLING HEIGHTS
BUILDING SERVICES
Temporary wetland crossings will be established per site plans and the DEQ permit. If work is
required, temporary wetland crossings can only occur at the established temporary crossings.

To address any soil compaction issues, all newly exposed soils will be raked prior to seeding. All
soils to be raked will be covered with straw or another type of tackifier.

Native Seed Mixes from Native Connections

An inexpensive mix designed to quickly and aggressively establish on disturbed slopes prone to erosion.

While the species diversity is limited, the heavy nurse crop and relatively high native seed count ensure
successful germination and growth of the desired species.

<table>
<thead>
<tr>
<th>Custom Scrub/shrub Emergent Wetland Seed Mix</th>
<th>PL/Us/Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grasses, Sedges, Rushes, etc.</td>
<td>Common Name</td>
</tr>
<tr>
<td>Avena saliva</td>
<td>Beach Oats</td>
</tr>
<tr>
<td>Carex radiata</td>
<td>Yellow Rye</td>
</tr>
<tr>
<td>Carex stricta</td>
<td>Yellow Rye</td>
</tr>
<tr>
<td>Carex tenuis</td>
<td>Yellow Rye</td>
</tr>
<tr>
<td>Carex stricta</td>
<td>Yellow Rye</td>
</tr>
<tr>
<td>Elodea canadensis</td>
<td>Water Penny</td>
</tr>
<tr>
<td>Elodea nuttallii</td>
<td>Water Penny</td>
</tr>
</tbody>
</table>

With species that will tolerate full sun as well as shade, this mix is ideal for E

ecosystems, but also includes species that will thrive in simply saturated soils. Good for stabilizing
shores and providing aquatic habitat, this mix will reproduce period to year-round inundation. For this
project, Native Connections will add Cordyline (Zebrina pendula) and Michigan hoppy (Hydrilla verticillata).

Native Connections must be informed of these additions or contractor must reference the seed mixes listed when ordering.

<table>
<thead>
<tr>
<th>Re Established Emergent Wetland Mix</th>
<th>PL/Us/Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grasses, Sedges, Rushes, etc.</td>
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<td>Carex stricta</td>
<td>Yellow Rye</td>
</tr>
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<td>Elodea nuttallii</td>
<td>Water Penny</td>
</tr>
<tr>
<td>Elodea nuttallii</td>
<td>Water Penny</td>
</tr>
</tbody>
</table>

For information about re-establishment of emergent wetland ecosystems, contact Native Connections.

Native Connections
17D8D Hoshel Rd, Three Rivers, MI 49093 • (P) 269.273.2894 • (F) 269.273.1367

info@nativeconnections.net • www.nativeconnections.net

4.5 lbs grasses • 1.5 lbs forbs • 25 lbs native seed mix

Total Seeding Rate: 31 lbs per acre (4.5 lbs grasses• 1.5 lbs forbs • 25 lbs native seed mix)

Aspen trees and shrubs develop into a mature wooded p

while small trees and shrubs develop into a a mature wooded p

It should be noted that while the seed mix is designed to establish emergent vegetation, it may not be suitable for all sites.

For more information, contact Native Connections.

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MULTI FAMILY PARKING REQUIREMENTS IN SELECT MI CITIES

DETROIT MI –
- 2 stories or less – .75 or ¾ spaces per unit
- 3 stories or more – .50 or ½ spaces per unit

ROYAL OAK, MI – 1 per unit

WARREN, MI – 1.5 per unit

ANN ARBOR, MI – .50 or ½ per unit, except in DDA – Zero Parking Required

Three Examples from Fourmidable – Southfield...

OTHER US CITIES

Memphis, TN –
- 3 stories or under – 1 per unit
- 4 stories and above – .50 or ½ per unit

Duluth, MN – 1 per unit

Cincinnati, OH – 1 per unit, DDA – Zero parking required

Columbus, OH – 1 per unit, DDA – Zero parking required

Newport, RI – 1 per unit

Seattle – .25 or ¼ per unit

San Antonio – 1 per unit

Arlington County, Virginia has joined a regional movement toward lowering, if not eliminating, off-street parking requirements for multifamily developments that are located along its two major transit corridors, Rosslyn-Ballston and Jefferson Davis Metro. New developments that already have a low 0.8 space per market-rate unit parking requirement can now become more affordable with fewer required parking spaces when "approved by special exception," according to the County Board’s news release on Nov. 18.

"Reductions of up to 50 percent of the minimum parking ratios will be granted in exchange for elements such as transit infrastructure, expanded bike parking, bike share, and/or car-share amenities on site," according to the news release.

Should developers wish to provide "excess parking," i.e., above 1 spaces per unit in the corridor, mitigations will be required, either:

- Tandem or mechanical stacker parking configuration, or
• Mitigation contribution of $3,060 per space per year for 30 years to be used to support Arlington County programs that encourage the use of biking, walking, transit, and car sharing in project vicinity.

"'Keeping excess parking . . . has really high costs for the county,' said Katie Cristol (D), the board's vice chair, who described the change as 'not a cudgel, but a series of carrots,'" reports Patricia Sullivan for The Washington Post on Nov. 24. "We're not trying to badger anybody into a lifestyle that doesn't match their needs.

Other jurisdictions in the Washington metropolitan area lowering parking requirements

• The District of Columbia last year rezoned minimum parking requirements for multifamily residences in many areas and reduced parking minimums close to Metro or bus routes in other parts of the city to one space for every five units.
• Fairfax County, Va. limited the maximum number of parking spots at buildings within a quarter-mile of Metro stations in Tysons Corner seven years ago, and is considering lowering the minimum parking requirements near other transit stations.
• In Montgomery County, Md., multifamily buildings must provide one parking space per unit, but less parking is required for affordable units and age-restricted buildings.
• Prince George's County, Md., is working on a proposal to remove all minimum parking requirements for buildings near certain regional transit zone.
Hi John:

We just spoke to Karyn and Pat about finalizing the permit. Karyn asked us to reduce our cut to more closely match the fill number. In doing so, it decreases the cut depths surrounding wetland. Our new base cut elevation will be 610.35 vs. our proposed 610.

Joe is revising the plans to show this new base elevation, our new cut/fill numbers, and a plan sheet that highlights the berms more dramatically (something that resembles Karyn’s markup that she sent us) per Karyn’s request. We are close to getting this wrapped up.

Dana Knox  
Wetland Ecologist

ASTI ENVIRONMENTAL
Brighton, Detroit and Grand Rapids, Michigan

10448 Citation Drive, Suite 100  
Brighton, MI 48116  
P# 810.225.2800  
F# 810.225.3900  
Cell: 734.474.0190  
Web Site: www.asti-env.com  
Email: dknox@asti-env.com
TO: Mr. Chris McLeod, City Planner
Planning Department

FROM: Sam Salman
Chaldean Community Foundation, Owner’s Rep.

DATE: February 27, 2019

RE: CCF Van Dyke Apartment
Sterling Heights, Macomb County, Michigan

Please find attached the following document:

1) Six pages of Giffels Webster Site Plan dated 8/31/2018, comprises of the following plans:
   - Existing Topography
   - Overall Layout
   - Protection Berm Layout
   - Sections-Two pages
   - Notes

2) Giffels Webster Site Plan Preliminary Engineering & Grading dated 1/15/19 and revised on 2/7/19 page, and a Site Plan Preliminary Landscaping Plan dated 1/15/19 and revised on 2/21/19 page.

3) An email from Dana Knox of ASTI Environmental indicating how Karyn of DEQ requesting a the elevation of the cut/fill as well as the berm design

4) A few example of properties with similar apartment to parking spaces ratio
<table>
<thead>
<tr>
<th>Community</th>
<th>Location</th>
<th>Units</th>
<th>Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solaire I</td>
<td>Southfield</td>
<td>194</td>
<td>200</td>
</tr>
<tr>
<td>Solaire II</td>
<td>Southfield</td>
<td>190</td>
<td>200</td>
</tr>
<tr>
<td>Heritage Estates</td>
<td>Clinton Township</td>
<td>312</td>
<td>310</td>
</tr>
<tr>
<td>Lafayette Towers</td>
<td>Detroit</td>
<td>589</td>
<td>615</td>
</tr>
</tbody>
</table>
UNIT 5:
THE NFIP FLOODPLAIN MANAGEMENT REQUIREMENTS

In this unit

This unit reviews the NFIP standards for floodplain development, including:

- What maps, base flood elevations and other flood data must be used,
- When permits are required,
- Ensuring that new development does not cause increased flooding elsewhere,
- Standards to ensure that new buildings will be protected from the base flood, and
- Additional requirements for certain types of development.

Unit 6 reviews more restrictive standards that may be required or recommended for your community. Units 7 through 10 provide guidance on how to administer a program that fulfills the requirements spelled out in this unit.
NFIP regulations allow certain uses in enclosures below the BFE because they can be designed so that they are subject to minimal flood damage. Three uses are allowed:

- building access
- vehicle parking
- storage.

The storage permitted in an enclosed lower area should be limited to that which is incidental and accessory to the principal use of the structure. For example, if the structure is a residence, storage should be limited to items such as lawn and garden equipment, bicycles, and snow tires which either have a low damage potential or that can be easily moved to the elevated portion of the building if there is a flood.

The floodplain regulation requirements can be easier to accept if owners and builders are encouraged to think about the enclosed lower areas as usable space. If a building has to be elevated, say, five feet above grade, the owner should be encouraged to go up eight feet. This allows the lower area to be used for parking—and provides three extra feet of flood protection.

However, if the lower area is enclosed, there is a tendency for the owner to forget about the flood hazard and convert the enclosure to a bedroom or other finished room. This must be prevented.

Since floodwaters are intended to enter the enclosure—it must be built of flood-resistant materials (see the section on flood-resistant materials do determine which are acceptable). Not allowed are finishings such as carpeting, paneling, insulation (both cellulose and fiberglass) and gypsum wallboard (also known as drywall and sheet rock).

Utilities that serve the upper level also must be protected from flood damage. Consequently, a furnace cannot be put in an enclosure unless it is located above the BFE. This is explained in more detail in Engineering Principles and Practices for Flood Damage-Resistant Building Support Utility Systems, FEMA 348, and November 1999. When the lower area enclosure is used to provide access to the upper level, a stairway can be designed that provides this access yet is resistant to flood damage. Installing an elevator is more difficult, but there are ways to design and install an elevator that will face minimal flood damage, as explained in Elevator Installation for Buildings Located in Special Flood Hazard Areas, FIA-TB-4, FEMA 1993.

**Openings**

As noted in Unit 1, solid walls can collapse from hydrostatic pressure if floodwaters get too deep outside the building. To prevent this, an enclosure must
Mr. Miller called the meeting to order at 7:03 p.m. Members present at roll call: Lori Doughty, Edward Kopp, Donald Miller, Leonard Reinowski, and Parmreet Sarau Members absent at roll call: Geoff Gariepy, Paul Jaboro, Stefano Militello, Gerald Rowe – Excused Also in attendance: Chris Mcleod, City Planner Clark Andrews, Assistant City Attorney

APPROVAL OF AGENDA

Motion by Mr. Kopp, supported by Ms. Doughty, to APPROVE the agenda.

Ayes: Kopp, Doughty, Miller, Reinowski, Sarau
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

Mr. Miller informed all in attendance there were only five board members present. He explained PPCM-1206, PPCM-1209, and PPCM-1207 would need all five votes when voting in favor of the petitioner. Cases PZ19-0001, PZ19-0002, and PSP19-004 would need three votes in favor of the petitioner. He also explained they would have the option to postpone their case.

Mr. Mcleod stated the April agenda is full. If any applicants wish to postpone, they would be heard at the May meeting unless the Planning Commission establishes an additional meeting.

PPCM-1206 – Al Cave Inc. – Coffee Shop

Request for a special approval land use which if granted would allow for an approximate 1,100 square foot restaurant/coffee shop.
Property address: 2107 Fifteen Mile Road
Location: North side of Fifteen Mile Road, east of Dequindre Road
Current Zoning: R-60 One Family Residential (Under Consent Judgement)

Mr. Miller explained the order of the meeting. Mr. Andrews also explained the public hearing process.

Mr. McLeod displayed site plans and gave an overview stating the applicant is proposing a coffee shop at the subject tenant space. The applicant previously received Special Land Use Approval for a restaurant use at the neighboring tenant space at the Planning Commission’s regular meeting on July 12th, 2018. The restaurant has not opened as of today, and is working with the Building Department to complete the interior buildout of the site. Based on provided floor plans, the prospective coffee shop will not be internally connected to the existing restaurant, although they will be located adjacent to one another. He stated the menu and the hours of operation are unclear.

Mr. Miller asked the petitioner to come forward.

Robert Piraino, attorney representing the petitioner, came to the podium. He stated the petitioner’s brother was also present. He explained the menu is not complete yet but will be
much like the petitioner’s restaurant. It will be Iraqi centralized; Iraqi tea and coffee and other middle eastern products. He explained, along with the brother of the applicant (part owner of coffee shop), the menu will be similar to the Al Cave restaurant. It is a similar concept to the Albanian coffee shop but with a different menu.

Mr. Piraino explained they would use the same garbage receptacles as the restaurant. He started the hours would be typical of a coffee shop, 6:00 a.m. to 10 p.m. Monday through Saturday, and probably an earlier closing time of 8:00 p.m. on Sunday. They are open to any adjustments recommended by the Planning Commission.

Mr. Miller asked for any questions from the Board.

Ms. Doughty asked if there will be cooked foods.

Mr. Piraino explained there will be no cooking. They will have packaged goods for immediate consumption and also things like small salads. There is no ventilation, so there will be no cooking.

Ms. Sarau asked if there is a restaurant nearby owned by the same owner.

Mr. Piraino stated yes, they have a restaurant leased immediately to the west of this location. It was approved last July, the Al Cave Restaurant.

Ms. Sarau asked if this is the restaurant Mr. McLeod was referencing in his overview of the case.

Mr. McLeod stated yes, it is immediately to the east of this location.

Ms. Sarau asked if that restaurant is functional and open.

Mr. Piraino explained that restaurant is 15 days from having the CFO and opening. There were some issues with the build-out which required more work to be done.

Ms. Sarau asked the petitioner regarding not being ready with the menu items at the coffee shop and how that will impact things.

Mr. Piraino stated they have an idea of what they want, they have to source those items first and make sure they are at reasonable prices. He explained out of the 15 things they are thinking of, they hope 10 will come back at reasonable prices.

Ms. Doughty asked how does the coffee shop differ from what is being offered at the restaurant. She also asked what the hours of operation are for the restaurant.

Mr. Piraino stated the coffee shop will offer more snack type foods and the restaurant will be a full dinner, lunch venue. He believes the hours for the restaurant are 11:00 a.m. to midnight during the week and 11:00 a.m. to 10 p.m. on Sunday.

Ms. Doughty asked she is concerned about the hours because of it being so close to residential.

Mr. McLeod explained the restaurants in the area close about 10 or 10:30 on weekdays and midnight on weekends. He stated the proposed hours would close earlier.

Mr. Miller stated there are many restaurants in the area that serve coffee and wanted to know what is going to set this coffee shop apart from those.

Mr. Piraino stated Iraqi coffee and tea is a different style. The petitioner foresees the same target audience for the restaurant will be interested in the coffee shop.

Mr. Miller asked why there are seats offered in the vestibule.
Mr. Piraino stated those seats are not to sit and consume coffee, they are more of an adornment item.

Ms. Sarau asked why they wouldn’t add this style of coffee to the restaurant menu.

Mr. Piraino stated the configuration of a coffee shop and a restaurant is very different. The coffee shop will have patrons getting a quick cup of coffee and the restaurant will be a sit-down atmosphere which will also sell alcohol. They wanted to keep those types of places separate.

Mr. Miller asked for any public participation. Being none, he asked the Board for a motion.

Ms. Doughty stated she would suggest a postponement due to the petitioner not having a full plan for the establishment.

Mr. McLeod stated if the motion is not to a date specific, they can republish the notice.

Mr. Andrews addressed a previous question and stated the hours of operation for the restaurant have a closing time of 11:00 p.m. Monday through Thursday and close at midnight on Friday and Saturday.

Motion by Ms. Doughty, supported by Mr. Kopp, that the Planning Commission POSTPONE case number PPCM-1206, Al Cave, INC, 2107 Fifteen Mile Road, to grant Special Approval Land Use for the operation of a coffee shop with sit-down seating and carry-out service to May 9, 2019 to provide the commission with additional information.

Mr. Miller asked for a roll call vote.

Ayes: Doughty, Kopp, Miller, Reinowski, Sarau
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

**PPCM-1209 – Sterling Auto Wash**
Request for a special approval land use which if granted would allow for 4,100 square foot high speed auto wash and associated improvements in a C-3 General Business Zoning District.
Property address: 34180 Van Dyke
Location: East side of Van Dyke, south of Irving Road
Current Zoning: C-3 General Business District

Mr. Miller asked Mr. McLeod for an overview.

Mr. McLeod displayed site plans and gave an overview stating the applicant is proposing to construct a 4,100 square foot building with various site improvements for a high-end, membership based, high speed automobile wash facility.

Mr. Miller asked Mr. McLeod to explain the left turn only that was mentioned.

Mr. McLeod stated there would be a left turn only out of the car wash site onto Irving so the commercial traffic would have to go to Van Dyke to protect the subdivision.

Mr. Miller asked for any additional questions from the Board. Being none, he asked the petitioner to come forward.

Alan Hall, with API architects, came to the podium. He stated they have been working with Mr. McLeod to come up with a good site plan. They are fine with using the existing curb cuts and the left hand turn onto Irving. He displayed and went over the site plan. He explained the statistics of how many cars they would need to go through the car wash and stated it would only be about
0.7 percent of cars going by on Van Dyke. They don’t feel this will have a negative impact on the nearby car wash. He also explained they are looking at a membership idea. He stated they will secure the connection from the adjoining parking lot with a gate or similar. He explained there will be minimal noise because they will have a central vacuum system. He further described the layout of the landscaping, lighting, and the building. He stated the hours of operation will be 8:00 a.m. to 8:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday.

The petitioner (owner) came to the podium. He described the car wash as new and updated, not like the typical car wash. The outer appearance will be more modern and like a retail building. They have also considered some green factors and the water will go through a recycle system. He explained with the amount of traffic that travels Van Dyke, he doesn’t think it will impact the other nearby carwash. He spoke on all the landscaping they will be adding which is not typical for a car wash. He feels this will set a new standard for car wash businesses.

Ms. Sarau asked the petitioner to explain the water conservation technique. She also asked about the membership system.

The petitioner stated they will have a storage tank underneath the car wash which will reclaim the water used, it will be filtered, treated, and reused. He stated there will be a membership and the typical drive-in and vacuums available. The membership will be a certain price per month for unlimited washes.

Mr. Miller asked Mr. Hall about the tree in the vision triangle near Irving. He also complimented API on their drawings. He questioned if it is common, within the last 10 to 15 years, for a car wash to recycle the water.

The petitioner stated the newer ones probably have a tank to catch the water but theirs is a different system that uses algae to clean the water, plus a high-powered filtration so you can preserve more water.

Ms. Doughty asked Mr. McLeod if the landscaping plan is adequate according to the city’s ordinance.

Mr. McLeod stated the plan meets the minimum requirements. He stated if the commission feels there should be additional landscaping to aid in further screening or to provide a buffer to mitigate noise, they can require it.

Ms. Doughty asked if there is enough detail in the staff report regarding the materials used on the outside of the building to know if it’s acceptable.

Mr. McLeod stated the petitioner has supplied detailed drawings of what it will look like.

The petitioner displayed a picture and explained the materials being used. He also explained their vacuum system will not add any noise to the area. You would hear the cars on Van Dyke more than the vacuum and the car wash operation.

Mr. Miller asked if there will be an employee present at all times. He also asked for the hours of operation.

The petitioner stated yes, there will be three to four employees there at all times. He also repeated the hours of operation.

Mr. Miller asked for any further questions. Being none, he asked for public participation. There was no public participation.

Mr. Miller asked for any further questions from the board or a motion.
Motion by Ms. Sarau, supported by Mr. Kopp, that the Planning Commission APPROVE case number PPCM-1209, Sterling Auto Wash, 34180 Van Dyke, to grant Special Approval Land Use for the operation of an automobile wash establishment within a C-3 (General Business District), as described in the application and shown on the proposed plans subject to the following conditions:

1. That the development and operation of the facility shall be operated as an automobile wash establishment with the scale and nature of the use as described in the proposal, at Public Hearing, and as reflected on an amended site plan provided which addresses the requirements in this Motion.
2. That the petitioner shall develop, maintain and operate the facility in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan.
3. That the use shall not in any way create any nuisance conditions to neighboring residential properties, including, but not limited to, noise, vibrations, smoke, fumes, and lighting.
4. The decision of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.
5. Sign reviews are a separate review process and all signage shall meet the requirements of the City of Sterling Heights.
6. That the hours of operation not exceed 8:00 a.m. to 8:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sundays as noted in the application.
7. That the applicant continue to work with the Office of Planning to address outstanding items relating to landscaping, lighting, site access, and architecture. As outlined in the staff comments provided to the applicant.
8. That the operation of the building shall be consistent with that described in the application.
9. That the cross connection to the east be re-established should the use ever cease, and this should be indicated in the recorded notice of special land use approval.
10. That a “no right turn” sign shall be provided at the two-way drive onto Irving Road.

This action is based on the following findings:

1. That the special approval land use has been found to comply with the specific planning standards of Section 11.02(G).
2. That the special approval land use has been found to comply with the general discretionary standards of Section 25.02.
3. The site complies with all landscaping, lighting, setback, and building requirements.

Mr. Miller asked for any discussion on the motion.

Mr. Andrews asked the Board if they wanted to add to the motion something about a no right turn onto Irving Road.

Motion by Ms. Sarau, supported by Mr. Kopp, to AMEND by adding condition #10.

Mr. Miller asked for any further discussion. Being none, he asked for a roll call vote.

Ayes: Sarau, Kopp, Doughty, Miller, Reinowski
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe

Motion carried.

PZ19-0001 – Lakeside District – Planning Commission / City Council
Proposed text amendment to Zoning Ordinance No. 278 to create a new Article 12A in Ordinance No. 278 to provide for additional land use and development processes for the area commonly referred to as Lakeside Mall, along with any other technical corrections related to Zoning Ordinance No. 278 (adopted September 13, 1989, as amended)
Mr. Miller asked Mr. McLeod for an overview.

Mr. McLeod explained the goal of the proposed zoning ordinance is to allow flexibility in uses, to encourage all forms of mixed-use development through essentially the city’s PUD (Planned Unit Development) ordinance. The ordinance promotes higher intensity/density of the site, proper on-site circulation for cars, and pedestrians, and a variety of active and passive recreation spaces.

Mr. Miller asked for any questions from the Board. Being none, he asked for public participation. Having no public participation, he asked for a motion.

Motion by Ms. Sarau, supported by Mr. Reinowski, to RECOMMEND to the Sterling Heights City Council the approval of Zoning Ordinance No. 278 as presented.

Mr. Miller asked for a roll call vote.

Ayes: Sarau, Reinowski, Doughty, Kopp, Miller
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

PZ19-0002 – Temporary Signs – Planning Commission / City Council
Proposed text amendment to Zoning Ordinance No. 278, to amend Subsection 13 of Subsection L of the Sign Table References in Article 28, Section 28.13 of Zoning Ordinance No. 278, regarding the registration of temporary signs, along with any other technical corrections related to Zoning Ordinance No. 278 (adopted September 13, 1989, as amended)

Mr. Miller asked Mr. McLeod for an overview.

Mr. McLeod gave an overview and explained there are two proposed amendments to temporary signage registration within the City provided to the Commission for their recommendation. However, only one of the proposed amendments should be recommended to Council for adoption by the Planning Commission.

Ms. Sarau asked Mr. McLeod to clarify which type of properties.

Mr. McLeod stated this only concerns non-residential and vacant properties.

Mr. Miller asked for any further questions from the Board. Being none, he asked for public participation.

Linda Godfrey came to the podium. She stated she agrees with the registration but thinks there should be a modification to it. She doesn’t think a candidate should have to put a photo/picture on each registration; the candidate should be allowed to carry the form with them to the commercial business and have them sign it directly at the time they appear. She feels it needs to be simplified.

Mr. Miller asked for any further public participation. Being none, he asked Mr. McLeod for any comments.

Mr. McLeod explained the requirement for the registration is either describe the sign in text or provide a photo or drawing. He stated a photo is not required but some type of description is.

Mr. Andrews stated the purpose of the description is not for the city to approve or disprove the sign but so code enforcement can determine which sign is yours.
Mr. McLeod explained if someone doesn’t want to use the on-line form, they can obtain a form from the city office. He also stated there is no longer a requirement for the business owner’s signature.

Ms. Doughty stated she believes the city’s temporary sign ordinance requirement should stay as is. She feels having two different sets of restrictions makes it complicated for the user.

Ms. Sarau asked where the discussion of amending ordinance originated.

Mr. McLeod stated a question was raised at a council meeting so the city council agreed to hear any recommendations from the Planning Commission.

Mr. Andrews stated the city is trying to streamline the process and it has been working efficiently.

Mr. Miller asked for any further comments. Being none, he asked for a motion.

Motion by Mr. Sarau, supported by Ms. Doughty, to RECOMMEND to the Sterling Heights City Council the approval of Zoning Ordinance No. 278 that no amendments to the City’s temporary sign registration requirements be made.

Mr. Miller asked for a roll call vote.

Ayes: Sarau, Doughty, Kopp, Miller, Reinowski
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

**PSP19-0004 – Larsa Restaurant**
Request for site plan approval which if granted would allow for the demolition of a portion of the existing building to allow for the construction of additional parking area.

Property address: 3995 Fourteen Mile Road
Location: North side of Fourteen Mile Road, west of Ryan Road
Current Zoning: C-1 Local Convenience Business District

Mr. Miller asked Mr. McLeod for an overview.

Mr. McLeod displayed site plans and gave an overview stating the applicant is proposing to demolish 9,555 square feet of an existing building, to construct 38 parking spaces for the existing use of what will become a freestanding restaurant use with ancillary banquet facility.

Mr. Miller asked the petitioner to come forward.

Imad Potres, Futuristic Engineering, came to the podium. He gave an overview explaining they are proposing to demolish one-third of the building to make space for a parking area.

Mr. Miller asked for any public participation. Being none, he asked the Board for any questions or a motion.

Motion by Ms. Doughty, supported by Mr. Reinowski, that the Planning Commission APPROVE case number PSP19-0004 Larsa Restaurant, 3995 Fourteen Mile Road, to grant Preliminary Site Plan Approval, for the demolition of a portion of the existing structure to add additional parking on site for the following reasons:

1. That the development and operation of the facility shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing, and as reflected on an amended site plan provided which addresses the requirements in this Motion;
2. That the petitioner shall develop thirty-eight (38) parking spots on site and the remaining 25,578 square foot building will remain in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan.

3. The decision of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.

4. That appropriate engineering plans and final site plans meeting all other requirements of the City of Sterling Heights be provided.

5. That the preliminary site plan approval for the proposed development on the property is valid for twelve (12) months. If construction of the site is not commenced within twelve (12) months of this approval, the site plan approval shall lapse and be deemed null and void unless extended by the Office of Planning upon request.

6. The applicant shall continue to work with the Office of Planning to resolve the outstanding issues regarding architecture, landscaping, lighting fixtures, and any other issues that may arise from the further review of the site.

7. That the applicant comply with the conditions of PZBA15-0005 and PSP17-0038 and the terms of the original Certificate of Occupancy (PB15-0633) for the Larsi Restaurant and Banquet Hall granted by the building department.

This action is based on the following findings:

1) The development/use as described within the application and by the applicant during the public hearing is for a reduction of the overall building size, to add additional parking spaces which complies with the standards for preliminary site plan approval under the Zoning Ordinance and is reasonably consistent with other commercial uses in the area and will not be of a nature that will be a detriment to abutting uses.

2) The proposed development for which preliminary site plan approval is granted will not alter the essential character of the area.

3) That with the noted changes made in response to these comments, the proposed site plan will comply with all City Ordinances and requirements.

Mr. Miller asked for a roll call vote.

Ayes: Doughty, Reinowski, Kopp, Miller, Sarau
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

Mr. Miller called for a recess. He called the meeting back to order at 8:55 p.m.

Mr. Miller suggested hearing the last case then go back to “approval of minutes”.

OLD BUSINESS

PPCM-1207 – Sterling Heights Apartments – (Chaldean Community Foundation)
Request for a planned unit development which if granted would allow for a mixed-use development containing 135 residential units and associated supportive uses along with approximately 9,000 square feet of retail space.
Property addresses: 43700, 43720 and 43750 Van Dyke
Location: East side of Van Dyke, north of Riverland
Current Zoning: C-1 Local Convenience Business District and FP Flood Plain Area

Mr. Miller asked Mr. McLeod for an overview.

Mr. McLeod explained this case was heard at the February 14th meeting, it was postponed for more information. He displayed site plans and gave an overview regarding the updated plan
which covers: parking in the floodplain, building façade, justification for number of parking spaces, landscaping on site, and traffic utilization on Van Dyke.

Mr. Miller asked the Board for any questions for Mr. McLeod. Being none, he asked the petitioner to come forward.

Martin Manna, Chaldean Community Foundation, came to the podium. He addressed the parking further by stating they provide transportation for the clients they generally serve. There will also be a shuttle on site which will reduce some of the stressors of the parking. They are also inquiring about using parking with the adjacent business.

Mr. Miller asked about the proposed shuttle on site.

Mr. Manna explained the shuttle will transport for things like shopping, medical visits, etc. He explained they provide the same service at their 15 Mile Road location and it has worked very well.

Mr. Miller asked for any additional questions from the Board.

Mr. Miller asked if there will be some kind of barrier in the back of the parking lot along the walkway.

The engineer came forward and stated yes, there will be a barrier.

Ms. Doughty expressed concern for the driving range parking lot potentially becoming overcrowded.

Mr. Miller asked for any public participation.

Wayne Wagner, representing the apartment complex (immediately to the south) came to the podium. He explained their apartment complex boarders the river and when it rains, it floods from time to time. He wants to be sure whatever is happening with the proposed site does not cause more water to come onto their site. Another concern is to maintain as many trees as possible in the back area. He stated there is a fence that goes along the property line and when trees fall and break the fence, they have been repairing or replacing it. He would like to make sure the petitioner will work with them to keep the fence maintained to provide separation and safety. He explained he wants to make sure the employees of the new businesses or tenants do not use their lot for overflow parking. Also, during the construction phase, he would like to make sure there is no debris flowing onto their property and interfere with their tenants.

Mr. Miller confirmed with Mr. Wagner where the apartment complex is located.

Ms. Doughty asked what fence he was referring to.

Mr. Wagner explained where the fence is located by going to the screen displayed. He stated it is a chain link fence.

Ms. Doughty asked if he was asking for a shared responsibility for the fence.

Mr. Wagner stated they have carried that burden for years and want to make sure the fence is retained.

Mr. Miller asked for any other public participation.

Sue Kattula, 5310 Dickson Sterling Heights, came to the podium. She supports the project.

Stacey Bahri, 5325 Vineyards Blvd. Sterling Heights, came to the podium. She is in favor of the project and explained how she feels it will enhance the city.
Tania Jarbo, 5445 Pioneers Dr. Sterling Heights, came to the podium. She is familiar with all the services the Chaldean Community Foundation provide and is in support of the project.

Jason Dowda, 3527 Yardly Court, Sterling Heights, came to the podium. He is familiar with the Chaldean Community Foundation and believes this building will be beneficial to the community and the surrounding areas.

Linda Godfrey came to the podium. She expressed disappointment with not all the Board members being present at the meeting. Her concerns are: all the properties were not owned at the time the petitioner submitted their request to appear before the Planning Commission on February 14th; the DEQ had not given a permit for approval until February 20th; boring samples should be taken from the front of the site; backup documentation is missing and needed before a decision should be made. She provided a packet to the Commission and went over additional concerns which are laid out in that packet documents previously submitted by the petitioner for a less intense use; there's not a specific form for a PUD; have all the properties been acquired now; the lack of parking; more trash receptacles needed. She informed the Commission of a statement made by Councilman Yanez regarding a concern of “paving over” flood plains (from the March 5th City Council meeting). She doesn’t believe this development is in the right place because of the flood plains and wetlands. She doesn’t want to see, where the Sterling Restaurant used to be, become storage for the construction equipment. She also thinks a trench should be dug and fenced more attention to the city’s erosion and sedimentation authority. She asked the Commission to postpone because of the issues she has addressed.

Mary Marcinak came to the podium. She stated the parking mentioned behind Zap Zone is not a parking area but more of a big alley; there is loading and unloading for stores going on back there as well as drop-offs for Rescue Treasure. She stated concerns: someone trying to use the mass transit going southbound because there is nowhere to cross Van Dyke safely; cars trying to make a left on Van Dyke from the proposed development; how many tenants would be in each apartment; the rental leases for the apartment and retail shops going to be short-term or long-term; two different names on the DEQ permit and who would be liable if something happened; she feels all reports are not getting to the Boards; wants the Board to demand an impact study.

Dave Nona, 5678 Paulos Lane, West Bloomfield, came to the podium. He is a consulting engineer and also a volunteer for the Chaldean Community Foundation. He explained the foundation had an engineering company, PEA, perform detailed geotechnical reports at the site. He summarized the reports stating the soil in the front is marginal and they will be taking all the necessary steps required to make sure the soil is good and sound for the building. There will be reports submitted to the city.

Mr. Miller asked if there is a soil report.

Mr. Nona stated yes, it is a geotechnical report and it was submitted to the city’s engineering department.

Mr. Miller asked Mr. Nona if he recalled the soil recommendations.

Mr. Nona stated there is marginal soil in the upper eight to nine feet. They will fill another four or five feet in some areas on top of that. In working with PEA, the preferred option is to stabilize the marginal soil by a special method called geopiers. He explained what geopiers are.

Mr. Doughty asked how they can mitigate increased flooding on the other apartment complex’s property.

Mr. Nona stated they have not changed the flood holding capacity of the property. He explained the process of what would be removed and replaced.

Paul Smith, a Sterling Heights resident, came to the podium. He doesn’t feel commercial properties should have variances to become residential.
Mr. Miller asked for any further public participation. Being none, he asked the Board for any further questions or comments.

Mr. Miller asked Mr. McLeod if an environmental impact study still applies.

Mr. McLeod stated the city does not have a requirement for those. With this being a PUD, the Planning Commission has the ability to request to have those studies done. He stated the environmental aspect has already been done by the MDEQ and they are already permitted. During the engineering phase when soil erosion is reviewed, the city’s engineering department will closely scrutinize the soil erosion aspects of this site. There will be soil erosion measures put in place and constantly monitored. If any enforcement is necessary, the soil erosion aspects will be taken care of. Regarding parking, the Planning Commission has the right to grant the variance or not. The applicant has provided scenarios for how the parking would be.

Mr. Miller would like to see the soil reports from PAE. He felt a postponement would be in order.

Ms. Sarau felt they should move forward because of adequate information presented at the current and previous meetings. Ms. Doughty agreed.

Mr. Miller asked for any further discussion. Being none, he asked for a motion.

Motion by Ms. Sarau, supported by Mr. Doughty, in the case of PPCM-1207, 43700/43720/43750 Van Dyke, I move to recommend approval of the Concept Plan for the Planned Unit Development, based upon the facts and plans presented, subject to the following conditions:

1. That the development shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the Concept Plan;
2. That the petitioner include the improved landscaping, architectural features, and work with the Offices of Planning and Engineering to resolve parking, unresolved flood plain, and any other outstanding issues.
3. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the petitioner shall develop the development in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan.
4. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights shall be provided by the developer.
5. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the modifications requested as a part of the overall PUD Concept Plan be approved as they generally meet the intent of the City’s Zoning Ordinance and City’s Master Land Use Plan for general densities and specifically the Planned Unit Development Ordinance.
6. That if the Concept Plan and Planned Unit Agreement are approved by the Planning Commission, the Planned Unit Development Agreement be prepared, finalized, signed and recorded by the owner of the property and the City.
7. That with City Council approval, the overall time frame for the completion of the project be as required by Ordinance, unless the time frame is extended upon request by the applicant and approval by City Council.
8. The recommendation of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.
9. The applicant will continue to work with the City and State MDEQ in regards to the wetlands towards the back of the site.

This motion is being made based on the following findings:
1. That the proposed use and overall development is consistent with and promotes the ideals of the City 2030 visioning plan to provide an array of housing types that are attractive to a multitude of demographics.
2. That the development provides something unique in terms of architecture and design and provides a true mixed-use development for the City in a “Downtown” type setting within the City’s Corridor Improvement Area (CIA).
3. That the development is located along Van Dyke, which can call for a more intensive use in regards to a mixture of uses.

Mr. Miller asked for a roll call vote.

Ayes: Sarau, Doughty, Kopp, Miller, Reinowski
Nays:  None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

APPROVAL OF MINUTES
Motion by Ms. Doughty, supported by Ms. Sarau, to APPROVE the minutes of February 14, 2019 Planning Commission Meeting.

Ayes: Doughty, Sarau, Kopp, Miller, Reinowski
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Abstain: None
Motion carried.

CORRESPONDENCE
DEQ report for permit WRP015108 in reference to the Sterling Heights Apartments case (PPCM-1207).

NEW BUSINESS
None

CITIZEN PARTICIPATION
None

MOTION TO ADJOURN
Motion by Kopp, supported by Mr. Reinowski, to ADJOURN.

Ayes: Kopp, Reinowski, Miller, Sarau, Doughty
Nays: None
Absent: Gariepy, Jaboro, Militello, Rowe
Motion carried.

The meeting adjourned at 10:30 p.m.

Respectfully submitted,

Geoffrey P. Gariepy, Secretary
Planning Commission
NOTICE OF PUBLIC HEARING

CITY OF STERLING HEIGHTS
CITY COUNCIL

NOTICE IS HEREBY GIVEN that on Tuesday, May 21, 2019 at 7:00 p.m., the City Council for the City of Sterling Heights will conduct a public hearing on the application by The Chaldean Community Foundation, for a planned unit development which if granted would allow for a mixed use development containing 135 residential units and associated supportive uses along with approximately 9,000 square feet of retail space in a C-3 General Business District and FP Flood Plain Area.

The public hearing will take place within the Council Chambers located at 40555 Utica Road, Sterling Heights, Michigan. The site of the proposed PUD is depicted and more particularly described below:

Application: PCM-1207  Applicant: The Chaldean Community Foundation

PROPERTY ADDRESSES: 43700, 43720 and 43750 Van Dyke
PARCEL IDENTIFICATION NO.: 10-03-151-015, 10-03-301-012, 10-03-301-011
LEGAL DESCRIPTION: For complete legal description of parcels, see Sterling Heights Planning Department File.
CURRENT ZONING: C-3 General Business District and FP Flood Plain Area

NOTICE IS FURTHER GIVEN that any interested person may appear and comment upon the requested PUD proposal in person, or by agent or attorney during the public hearing to be held on the date and time, and at the location set forth above. Pertinent information relating to the application may be reviewed at the Sterling Heights Office of Planning, during regular business hours. Questions regarding the application can be directed to the Office of Planning at 586-446-2360. Written comments may be submitted to the Sterling Heights Office of Planning, 40555 Utica Road, Sterling Heights, Michigan 48313, or to the City Planner at c.mcLeod@sterling-heights.net up to 4:30 p.m. of the meeting date.

The City of Sterling Heights will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting, upon seven days notice to the Community Relations Office at 586-446-2370.

PUBLISH: May 1, 2019

Chris McLeod
City Planner
PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement ("PUD Agreement") is made this ___ day of ________________, 2019 between CCF Development LLC, a Michigan limited liability company, of 3605 15 Mile Road, Sterling Heights, Michigan 48313 ("CCF"), and the City of Sterling Heights, a Michigan municipal corporation, P.O. Box 8009, 40555 Utica Road, Sterling Heights, Michigan 48311-8009 (the "City").

Recitals

A. CCF is the owner of three (3) contiguous parcels of property in Section 3 of the City of Sterling Heights, Macomb County, Michigan commonly known as 43700 Van Dyke, 43720 Van Dyke, and 43750 Van Dyke, and identified by Tax Identification Parcel Nos. 10-03-151-015-000, 10-03-301-012-000, and 10-03-301-011-000, which parcels are more particularly described on attached Exhibit A, and are collectively referred to in this PUD Agreement as the "PUD Property".

B. CCF intends to develop the PUD Property as a planned unit development ("PUD") with a mixed uses consisting of multiple family residential dwelling units and commercial retail and/or service use tenant space on the first floor of the building, under the provisions of Article 22, Section 22.03 ("PUD Ordinance") of the City of Sterling Heights Zoning Ordinance ("Zoning Ordinance"), which entire development is referred to in this Agreement as the "Proposed Development".

C. CCF submitted an application to the City to develop the PUD Property as a PUD pursuant to a concept plan for the PUD project ("Project") attached as Exhibit B (referred to as the "Concept Plan" or the "Development Plans").

D. The PUD Property is currently zoned C-3 (General Business District) under the Zoning Ordinance, which allows commercial retail and/or service uses, but which does not permit mid or high rise multiple family developments and their accessory uses.

E. The Proposed Development will incorporate a mixed use one hundred thirty-five (135) unit multiple family residential building, along with commercial retail and/or service uses on the first floor, in substantial compliance with the Proposed Development as depicted on the site plans, landscaping plans and elevation plans attached as Exhibit B, the multiple family residential component of which would not be permitted under the C-3 (General Business District) classification under the Zoning Ordinance.
F. A substantial portion of the PUD Property is located within a one hundred (100) year flood plain, which significantly limits the use of the PUD Property, and makes it much more difficult to develop.

G. The PUD Ordinance allows property owners to have greater flexibility with respect to developing their properties, and would, with City Council approval, allow the PUD Property to be developed with a higher density, mixed use multiple family residential and commercial retail and/or service uses without obtaining certain use or area and bulk variances from the Zoning Board of Appeals, or modifications to the FP (Flood Plain) requirements of the Zoning Ordinance.

H. The Sterling Heights Planning Commission (“Planning Commission”) held a public hearing, after giving due notice, as required by the Michigan Zoning Enabling Act (“Zoning Enabling Act”) and the Zoning Ordinance, which began on February 14, 2019, and was continued to March 14, 2019, at the conclusion of which the Planning Commission forwarded its report and recommendation of approval of the Conceptual Plan and the PUD to the Sterling Heights City Council (“City Council”).

I. The City Council held a public hearing on ________________, 2019, after giving due notice, as required by the Zoning Enabling Act and the Zoning Ordinance, to hear and consider comments to the PUD proposal, after which the City Council approved the Concept Plan for the Project.

J. CCF and the City wish to set forth their agreements and understandings with respect to development of the Project, including its development in phases.

Now, therefore, CCF and City agree as follows:

1. **Development of Project as PUD.** CCF’s rights to develop the PUD Property, a significant portion of which is encumbered by flood plain, with the mixed use Proposed Development as provided for in this PUD Agreement and the Concept Plan are fully vested upon the City’s execution of this PUD Agreement, with the understanding that the PUD Property may be developed and improved only in accordance with the following (collectively, the “PUD Documents”):

   a. Article 22, Section 22.03 of the Zoning Ordinance (the “PUD Ordinance”)

   b. The PUD Agreement, and any subsequent amendments mutually agreed upon by CCF, its successors and assigns and the City;

   c. The approved PUD Concept and Development Plans for the Project (attached as Exhibit B, large originals of which are on file with the City), or any applicable part of it, and any amendments;
d. All applicable City ordinances (including Ordinance No. 278 ("Zoning Ordinance"), design and layout standards, engineering standards, and conditions of site plan approval, except to the extent any of the foregoing have been varied or modified as provided in this PUD Agreement

e. All requirements of the Michigan Department of Environmental Quality ("MDEQ") applicable to the development of this flood plain property.

Except as expressly set forth in this PUD Agreement, the Project shall be developed in accordance with the Zoning Ordinance and all other applicable provisions of the City Code of Ordinances. In the event this PUD Agreement or the Development Plans are inconsistent with any City ordinance, design and layout standards or engineering standards, as modified by the PUD approval, then the terms and conditions of this PUD Agreement and the Development Plans shall control.

2. **Permitted Uses.**

   a. The following uses shall be permitted within the Project or any further consent or approval by the City, except for administrative review and approval by the City Planner of the particular use to determine substantial compliance with the Development Plans and this Agreement as determined by the City Planner:

   i. Not more than a one hundred thirty-five (135) multiple family dwelling units pursuant to Section 7.01 of the Zoning Ordinance, subject to the specific standards for each such use set forth in Section 7.01, as varied by the terms of this PUD Agreement.

   ii. Not more than nine thousand (9,000) square feet of tenant space used for commercial retail and/or service uses principally permitted under Section 13.01 of the Zoning Ordinance, subject to the specific standards for each such use set forth in Section 13.01, as varied by the terms of this PUD Agreement.

   iii. All accessory uses in the RM-3 (Multiple Family Mid and High Rise District) pursuant to Section 7.03 of the Zoning Ordinance, subject to the specific standards for each such use set forth in Section 7.03 of the Zoning Ordinance, as varied by the terms of this PUD Agreement.

   iv. All accessory uses in the C-3 (General Business District) pursuant to Section 13.03 of the Zoning Ordinance, subject to the specific standards for each such use set forth in Section 13.03 of the Zoning Ordinance, as varied by the terms of this PUD Agreement.

   v. All uses permitted in the FP (Flood Plain District) under Section 16.04 of the Zoning Ordinance with respect to those portions of the PUD Property located within the flood plain.
b. Any other use which is not permitted under Section 2a shall be permitted only after review and approval by the Planning Commission after a public hearing in accordance with the following criteria:

i. The proposed use satisfies all of the discretionary standards set forth in Sections 22.03 and 25.02, which standards shall be followed by the Planning Commission in determining whether the requested use should be approved.

ii. The proposed use will not adversely affect adjacent uses within the Project, the overall quality or character of the Project, or any properties adjacent to the Project.

iii. In approving any use otherwise not permitted under Section 2a, the Planning Commission may impose reasonable conditions as authorized by Section 25.03 D of the Zoning Ordinance.

3. Approval of Concept Plan of Project. The City Council approves the Concept Plan for the Project as proposed by CCF on the following terms and conditions:

a. CCF shall develop the PUD Property with a mixed use development comprised of (i) one hundred thirty-five (135) unit multiple family residential dwelling units, and (ii) commercial, retail and/or service use tenant space on the first floor of the building no larger than nine thousand (9,000) square feet, all of which shall be constructed in accordance with the Development Plans (and engineering plans subsequently prepared by CCF and approved by the City Engineering Department) and this PUD Agreement as more fully set forth below.

b. One (1) bedroom dwelling units shall contain between six hundred sixteen (616) and six hundred eighty-six (686) square feet of living space.

c. Two (2) bedroom dwelling units shall contain between eight hundred fifty (850) and nine hundred seventy-one (971) square feet of living space.

d. The mix of one (1) and two (2) bedroom units shall be approximately sixty-three (63) one bedroom units and approximately seventy-two (72) two bedroom units, with no more than one hundred thirty-five (135) total number of dwelling units.

e. The building shall contain a community room, a fitness center, and general office space related solely to operation and administration of the Proposed Development and its uses. Additional community accessory uses, such as a reading room, game room, party room, snack shop, beauty/nail salon, massage area, convenience shop may be added with the approval of the City Planner without approval of the Planning Commission or City Council.

f. The tenant space devoted to commercial, retail and/or service uses shall exceed nine thousand (9,000) square feet and shall be located on the first floor.
g. The Proposed Development shall contain at least one hundred eighty-five (185) parking spaces on the PUD Project Property. Only off-street parking and other outdoor uses allowed in the FP (Flood Plain District) shall be permitted on any part of the PUD Property encumbered by flood plain.

h. The lease or occupancy agreement for each multiple family residential dwelling unit shall contain a provision limiting each dwelling unit to no more than one (1) vehicle on the PUD Property (i.e. one parking space) – excluding a tenant’s guest’s vehicle (parking spaces allocated for temporary parking by tenants’ guests).

i. CCF or the operator of the commercial, retail and/or service tenant space shall set aside at least ______ (___) parking spaces (including at least ____ (__ handicapped parking spaces) adjacent to the commercial use designated and identified by signage as customer parking for the commercial use.

j. The multiple family residential use shall establish or arrange, operate, and maintain a shuttle service for use by the residential tenants and customers and employees of the commercial, retail and/or service use on the first floor of the building. The City Planner may approve alternative transportation methods to this required shuttle service, provided that the alternative means of transportation provide reasonable, reliable transportation to residential tenants without their own vehicles.

k. The architecture and construction of the building shall be substantially the same as set forth in the Development Plans, including the variety and composition of building materials, foundation plantings, balconies, awnings, and outdoor plaza area.

l. CCF shall install and maintain sidewalk connections throughout the PUD Property, including sidewalks along the Van Dyke frontage, along the sides of the building, adjacent to the commercial retail and/or service tenant space, in the rear area adjacent to the flood plain area, and from the rear of the PUD Property to the Clinton River and the City park system.

m. CCF shall identify and maintain markings on the pavement of the PUD Parcel for pedestrian crosswalks.

n. CCF shall install and maintain all required public improvements for this type of development (paved driveways, public water mains, sanitary sewers, storm sewers, and sidewalks, etc.) in accordance with all the applicable requirements of Zoning Ordinance, Subdivision Regulations, Engineering Standards, and the City Codes and Ordinances of the City of Sterling Heights.

o. CCF shall install landscaping and irrigation for the Project as set forth on the Development Plans and in accordance with the requirements of the Zoning Ordinance and the City Code.

p. CCF shall maintain the sidewalks, parking area and drainage system for the Project in first rate operating condition at all times to minimize the likelihood of accidents or hazardous conditions, such as flooding, or snow or ice accumulation.
q. Any permitted fencing shall be decorative fencing where fencing is visible from a public thoroughfare or sidewalk, consistent with Section 23.07 of the Zoning Ordinance.

r. Any exterior lighting proposed within the Proposed Development shall be decorative and must conform to the applicable provisions of the Zoning Ordinance and the City Code of Ordinances regarding exterior site lighting.

s. All signage shall be decorative; and maintained in good condition at all times.

4. **Modifications to Zoning Ordinance Requirements.** Notwithstanding anything in this PUD Agreement to the contrary, the following modifications to the requirements of the Zoning Ordinance are approved by the City without further review:

a. A variance to the maximum permitted density to allow one hundred thirty-five (135) dwelling units on property containing one hundred fifty thousand five hundred (150,500) square feet of developable land instead of the required two hundred five thousand two hundred (205,200) square feet of land;

b. A variance to the minimum required front yard setback to permit a front yard setback on Van Dyke Avenue of eight (8) feet instead of the required seventy-two (72) feet;

c. A twenty (20) foot side yard variance to the minimum required side yard setback on the south property line to permit a side yard setback of twenty-two (22) feet instead of the required forty-two (42) feet; and

d. A one hundred sixty-one (161) parking space variance to the minimum number of off-street parking spaces, to permit the Project to have one hundred eighty-five (185) off-street parking spaces instead of the required three hundred forty-six (346) parking spaces;

5. **Administrative Review Criteria.** The City agrees to provide CCF with administrative approval of site plans and any other required approvals together with all other permits and licenses necessary or appropriate to develop the Project upon receipt of required applications, payment of applicable fees, and review and approval for compliance with the PUD Documents. CCF shall submit site plans to the Planning Department for administrative review and approval by the Planning Department, and not the Planning Commission or City Council in accordance with the requirements of Article 26 of the Zoning Ordinance, unless otherwise required by the Zoning Ordinance or this PUD Agreement. The Planning Department shall use the applicable standards for approval contained in the PUD Documents for its review, including the following criteria:
a. Site design standards should include the standards for the RM-2 (Multiple Family Residential District), standards of Article 6 of the Zoning Ordinance, landscaping standards, and all other applicable development standards found in the Zoning Ordinance, Sterling Heights Engineering Standards, and City Code requirements, except as modified in this PUD Agreement or amendment to this PUD Agreement.

b. All use restrictions and area, height and bulk requirements of the zoning district in which the property is located as specified in the Zoning Ordinance, except as modified or varied by this PUD Agreement or amendment of this PUD Agreement.

c. If CCF or a subsequent owner of the PUD Property or any part of it intends to use or redevelop any part of the Project in a manner which deviates substantially from the approved Concept Plan, this PUD Agreement or the Zoning Ordinance, CCF, or the subsequent owner, as the case may be, shall be required to obtain approval of an amendment of the Concept Plan from the City Council (and not the Planning Commission) prior to proceeding with such development, and upon approval of such amendment from the City Council, any further review shall be handled administratively by the Planning Department. For purposes of making this determination, any proposed change to the Project which changes (i) the use or size of the building(s), principal uses, the composition of permitted uses (other than the mix of one (1) bedroom and two (2) bedroom dwelling units) in the Project substantially, (ii) the accessory uses in a manner inconsistent with this PUD Agreement or the Development Plans, (iii) the uses of those parts of the PUD Property encumbered by the one hundred (100) year flood plain, (iv) any of the utilities or other infrastructure improvements from those approved by the City Engineer, (v) the use of a site to a use not permitted by the PUD Agreement, (vi) the front or side yard setbacks of the building, (vii) the architectural features of the building substantially, or (vii) the landscaping or other building and site improvements of the Project substantially as determined by the City Planner, shall be considered a substantial modification to the Concept Plan which shall require approval by the City Council. Any other modification to the Concept Plan, this PUD Agreement or the Zoning Ordinance shall be deemed a minor modification, which may be reviewed and approved administratively by the Planning Department. If such minor modification is not approved by the Planning Department, CCF may appeal such denial to the City Council.

d. Upon the request of CCF, the City Council may decrease or waive or otherwise modify the current standards contained in the Zoning Ordinance including, but not limited to, use, density, intensity, setbacks, building heights, parking requirements, design standards, and landscape standards provided the modification is found to improve the quality of development above and beyond what could be developed under the applicable Zoning Ordinance or other land development standards, or results in a higher level of public benefit, and achieves the purposes of the PUD Ordinance provisions. If the City Council approves such a modification in use pursuant to this provision, rezoning of the particular parcel shall not be required.

e. All site plans, applications, submittals and requests to the City for approvals, permits or inspections shall be processed within a reasonable time after submission of all applications, plans and fees normally required for such submission.
f. The Zoning Board of Appeals shall have no variance or modification authority with respect to this Project.

6. **Completion of Required Improvements.** All improvements of the Project, including but not limited to buildings, drives, entranceways and entranceway improvements, sanitary sewer systems, water service systems, private and public storm sewers, gas and electric utilities, lighting, signage, landscaping, enhanced landscaping treatments, retaining walls, soil erosion and sedimentation controls, and any other improvements within the Project shall be completely constructed and connected to all buildings and facilities (where applicable) within or for the Project as required and as set forth in the PUD Documents, the approved site plans, any other approvals or permits granted by the City, the LEED construction standards, and all applicable ordinances, laws, standards and regulations, to the extent not inconsistent with this PUD Agreement. The following timeframes shall apply:

   a. Engineering and final site plan approval of the Development Plans within twelve (12) months of the PUD Concept Plan approval
   b. Building permits within eighteen (18) months of the PUD concept plan approval
   c. Complete site development within thirty (30) months of the PUD Concept Plan approval.

7. **Miscellaneous Provisions.**

    a. Any failure or delay by the City to enforce any provision contained in this PUD Agreement shall not be deemed, construed or relied on as a waiver or estoppel of the right to eventually do so in the future.

    b. Each provision and/or obligation contained in this PUD Agreement shall be considered an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

    c. CCF shall defend, indemnify and hold the City of Sterling Heights, its elected and appointed officials, employees, consultants, agents, contractors, and others working on behalf of the City harmless from any claims, damages, or losses, (including the payment of reasonable attorney fees) arising from the approval of this PUD Agreement and the granting of any variances or modifications from the requirements of the Zoning Ordinance, the Building Code, the City Code, the flood plan requirements, or any other requirements imposed by the City or any other governmental agency.

    d. In accordance with the provisions of the Michigan Building Code, Zoning Ordinance and the City Code, City and its employees, contractors, representatives, consultants, and agents shall be permitted and are granted access at reasonable times to enter all or any portion of the Project for the purpose of inspecting the improvements and for inspecting for compliance with and enforcing this PUD Agreement where CCF has failed to complete the improvements required by this PUD Agreement.
CCF shall defend, indemnify and hold City harmless for any injury to persons or damage to property (including the payment of reasonable attorney fees) arising in connection with the entry onto any of the PUD Property by the City or its employees, contractors, representatives, consultants or agents.

e. CCF has negotiated the terms of this PUD Agreement and the related PUD Documents with the City and this PUD Agreement and PUD Documents represent the product of the joint efforts and mutual agreements of CCF and the City. Interpretation or construction of this PUD Agreement or the PUD Documents shall not be construed against either party as a result of its contributions to the drafting or negotiation of this PUD Agreement or the PUD Documents.

f. CCF fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and CCF shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on use or development of all or any portion of its PUD Property, or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the PUD Property, provided that the City complies with its obligations hereunder. CCF acknowledges that the improvements and undertakings described in the PUD Documents are necessary and reasonably proportional to the burden imposed, and are necessary in order to (i) ensure that public services and facilities necessary for and affected by the Project will be capable of accommodating the Project on the PUD Property and the increased service and facility loads caused by the Project; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the PUD Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the PUD Property and all such improvements without exception are clearly and substantially related to City’s legitimate interests in protecting the public health, safety, and general welfare.

g. CCF’s obligations under this PUD Agreement are conditioned upon CCF determining that the PUD Project is financially feasible and economically viable, including, but not limited to, that the Project contains a satisfactory mix of affordable unit and market rate housing units, and commercial, retail and/or service uses.

h. CCF shall not divide or subdivide the PUD Property, or any part of it after it has been assembled into the PUD Property, except in accordance with provisions of the Land Division provisions of the Zoning Ordinance and the City Code or the Michigan Condominium Act, MCL 559.1101 et seq. All such conveyances and divisions shall be in accordance with state law and local ordinances. In the event all or any portion of the PUD Property changes ownership or control, the terms and conditions of this PUD Agreement shall be binding on any successor owner of all or any portion of the PUD Property owned by such owner. In the event the PUD Property, or any part thereof, is transferred so that the PUD Property, in its entirety, is owned by more than one person or entity, any breach of this PUD Agreement or violation of any applicable provision of
the City ordinances occurring on any part of the PUD Property will be the sole responsibility and liability of the person or entity who or which owns that part of the PUD Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the PUD Property or the owners of such other portions. The City acknowledges and represents that this PUD Agreement may be relied upon for the future land use and development of the PUD Property by CCF and its successors and assigns and transferees.

i. This PUD Agreement shall run with the land which constitutes the PUD Property and shall be binding on and inure to the benefit of City and its successors, and CCF, all future owners, developers, and builders of any part of the Project, and all of their respective heirs, successors, assigns, and transferees. This PUD Agreement, which incorporates by reference all of the PUD Documents, may be recorded by the City or by CCF following the execution of this Agreement.

j. This PUD Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this PUD Agreement is consistent with the intent and provisions of the Michigan and United States Constitutions and all applicable law.

k. This PUD Agreement, with the PUD Documents, constitutes the entire agreement of the parties with respect to the subject matter of this PUD Agreement and shall not be modified or amended except by a writing executed by authorized representatives of each party to the PUD Agreement. Any purported oral or verbal modifications or amendment to this PUD Agreement shall be null and void.

l. To the fullest extent permitted by law, CCF, for itself and its successors and assigns, hereby releases the City, its elected and appointed officials, board and commission members, employees and others working on behalf of the City (collectively, the “City Parties”) from any and all claims, demands, suits and losses, including all costs connected therewith, including reasonable attorney fees incurred in connection with the defense of any such claim, demand, suit or loss and for any damages which may be asserted or claimed by CCF, its successors or assigns, against any of the City Parties, by reason of the granting of the variance to the maximum density, building length, and elimination of the distant separation wall.

m. This PUD Agreement may be signed by the parties in counterparts.

n. In the event that a party believes the other party is not acting reasonably or in conformity with this PUD Agreement, then the aggrieved party may petition the Macomb County Circuit Court or the United States District Court for the Eastern District of Michigan to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds the party has not acted in good faith or in conformity with this PUD Agreement, then the prevailing party shall be entitled to recover reasonable costs and attorney fees incurred. All remedies afforded in this PUD Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.
All notices required herein shall be in writing, either hand-delivered with the receipt of delivery, or by certified mail, return receipt requested, or by nationally recognized overnight courier service as follows:

City: City of Sterling Heights
P.O. Box 8009
40555 Utica Road
Sterling Heights, Michigan 48313-8009
Attn: Mark Vanderpool, City Manager

With a copy to: O’Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, Michigan 48313
Attn: Clark A. Andrews, Esq.

CCF: CCF Development, LLC
3605 15 Mile Road
Sterling Heights, Michigan 48310
Attn: Martin Manna

With a copy to: Varnum
39500 High Pointe Boulevard, Suite 350
Novi, Michigan 48375
Attn: Michael J. Romaya, Esq.

Delivery shall be deemed to have been made upon receipt by the recipient of such notice. Any party may change its address above upon written notice to the other parties in accordance with this Section.

This PUD Agreement is executed by the parties on the dates set forth below and shall be effective on the date set forth in the introductory paragraph above.
CCF:

CCF Development LLC,
a Michigan limited liability company

By: ____________________________
    Martin Manna
    Its: Member

Acknowledgment of CCF

The foregoing Agreement was acknowledged this _____ day of _____________, 2019, by Martin Manna, Member of CCF Development LLC, a Michigan limited liability company, on behalf of the limited liability company.

______________________, Notary Public
____________________ County, ______________
Acting in the County of ______________
My Commission Expires: ______________

[Signature and Acknowledgment of City officials follow on next page]
City:

City of Sterling Heights, a Michigan municipal corporation

By: ______________________________
    Michael C. Taylor
    Its: Mayor

And

By: ______________________________
    Melanie D. Ryska
    Its: City Clerk

Acknowledgment of City

The foregoing PUD Agreement was acknowledged this ____ day of ____________, 2019, by Michael C. Taylor and Melanie D. Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

____________________, Notary Public

____________________, County, ________________
Acting in the County of ________________
My Commission Expires: ________________

Drafted by:

Clark A. Andrews, Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, Michigan 48313

When recorded, return to:

City Clerk
City of Sterling Heights
P.O. Box 8009
40555 Utica Road
Sterling Heights, Michigan 48311-8009
Exhibit A
(Legal Description of the PUD Property)

The land is situated in the City of Sterling Heights, County of Macomb, State of Michigan, as follows:

SUPERVISOR'S PLAT #4, PART OF LOT 22 DESC AS: COMM AT SW COR SEC 3, T2N, R12E; TH N02*32'50"E 1555.11 FT ALG W SEC LINE: TH N76*48'30"E 62.34 FT; TH N02*32'50"E 632.46 FT TO POB; TH CONT N02*32'50"E 51.87 FT; TH N76*01'50"E 300.0 FT; TH N02*32'50"E 300.0 FT; TH N76*01'50"E 585.56 FT; TH S54*01'35"E 89.0 FT; TH S60*03'58"E 200.0 FT: TH N86*05'13"E 100.0 FT; TH N76*06'23"E 100.0 FT; TH N75*04'43"E 82.0 FT; TH S09*08'30"W 41.0 FT; TH S57*31'23"W 81.0 FT; TH S29*26'35"W 184.64 ft: TH N77*05'50"W 712.61 FT; TH N12*54'10"W 60.0 FT; TH S77*05'50"W 536.35 FT TO POB. 8.286 ACRES

Common Address: 43700 Van Dyke

Tax ID No.: 10-10-03-151-015

And

SUPERVISORS PLAT NO 4 PART OF LOT 22 DESC AS: COMM AT NW COR LOT 23; TH S02*32'50"W 245.70 FT ALG E R/W LINE VAN DYKE TO POB TH N76*01'50"E 300.0 FT; TH S02*32'50"W 175.0 FT; TH S76*01'50"W 300.0 FT; TH N02*32'50"E 175.0 FT ALG E R/W LINE VAN DYKE TO POB. 1.155 ACRES

Common Address: 43720 Van Dyke

Tax ID No.: 10-10-03-301-012

And

SUPERVISORS PLAT NO 4 PART OF LOT 22 DESC AS COMM AT NW COR LOT 23 OF SD SUP PLAT NO 4; TH S02*32'50"W 120.70 FT ALG E R/W LINE OF VAN DYKE TO POB; TH N76*01'50"E 300.0 FT; TH S02*32'50"W 125.0 FT; TH S76*01'50"W 300.0 FT; TH N02*32'50"E 125.0 FT ALG E R/W LINE OF VAN DYKE TO POB. 0.825 ACRES

Common Address: 43750 Van Dyke

Tax ID No.: 10-10-03-301-011
Exhibit B
(Concept and Development Plans)
[To be attached]
<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Case</th>
<th>Meeting</th>
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<tbody>
<tr>
<td>Public Hearing</td>
<td>PPCM-1207 Chaldean Community Foundation-</td>
<td>May 21st, 2019</td>
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<tr>
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<td>Sterling Heights Apartments– Planned Unit</td>
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<td>Development</td>
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<td>43700, 43720 and 43750 Van Dyke</td>
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<td>Requested Action</td>
<td>Planned Unit Development Approval</td>
<td>Location: 43700/43720/43750 Van Dyke</td>
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<td>which if granted would allow for a mixed use development containing</td>
<td>East side of Van Dyke, north of</td>
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<td>135 residential units and associated supportive uses along with</td>
<td>Riverland Drive in Section 03.</td>
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<td>approximately 9,000 square feet of retail space.</td>
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<td>Proposed Action</td>
<td>The applicant is requesting Concept Plan approval for a planned</td>
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<td>unit development that will be a mixture of efficiency apartment</td>
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<td>units and commercial retail space.</td>
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<td>Existing Zoning</td>
<td>C-3 (General Business District), FP(Floodplain)</td>
<td>Existing Land Use</td>
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<td>Existing Land Use</td>
<td>Vacant Property</td>
<td>Master Plan Designation</td>
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<tr>
<td>South</td>
<td>C-2 (Planned Comparison District), RM-2 (Multiple Family Low Rise</td>
<td>Local Commercial/Parks and Open</td>
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<td>Adjacent</td>
<td>North</td>
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<td>C-3 (General Business District), FP (Floodplain)</td>
<td>Space</td>
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<td>Zoning</td>
<td>C-2 (Planned Comparison District), RM-2 (Multiple Family Low Rise</td>
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<td>District)</td>
<td>FP Floodplain</td>
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<td>Land Use</td>
<td>Henriksen’s Driving Range, Open Space</td>
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<td>Four Seasons Shopping Center (variety of commercial users)</td>
<td>Riverland Shopping</td>
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<td>(across Van Dyke)</td>
<td>Center (variety of</td>
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<td>commercial users),</td>
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<td>Riverland Woods</td>
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<td>Apartments</td>
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<td>Open Space/Clinton</td>
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<td>River</td>
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Zoning Map of the Property and Surrounding Area

Zoning Ordinance

The current Zoning Ordinance and Zoning Map were adopted in 1989 and have been subsequently amended by numerous conventional, as well as, conditional rezonings over time. The adjacent properties are zoned as follows: to the north is zoned C-3 (General Business District) and FP (Floodplain); to the west is FP (Floodplain), to the south is zoned C-2 (Planned Comparison Business District) and RM-2 (Multiple Family Low Rise District); to the west, across Van Dyke, is zoned C-3 (General Business District).
Master Plan Map of Property and Surrounding Area

**Master Land Use Plan**

At the February, 2017 Planning Commission meeting, the Planning Commission adopted the City's Master Land Use Plan. The Master Land Use Plan designates the subject properties as Local Commercial and Parks/Open Space. The local commercial district designation intends to meet the daily retail and service needs of the residents in surrounding neighborhoods. Retail, office, and residential uses (such as townhomes or upper-story loft units) are appropriate uses to be added to existing local commercial sites throughout the city, but especially those located within a designated mixed-use development node. The parks/open space designation includes a variety of public or private land, recreation facilities, and natural resources such as floodplains, woodlands, or wetlands which should be preserved.

**Master Land Use Plan Conclusion:**

Based on the permitted uses outlined in the Master Land Use Plan, the proposed development can be seen as being consistent with the overall Master Land Use Plan as the site proposes a mixed-use housing and retail site, and the floodplain will be preserved at the rear of the site.
PUD Agreement:

- As indicated above, as part of the approval process by City Council, if the project is approved, the City will enter into a PUD agreement with the developer which provides the framework upon which the development of the property will take place. Since the time the Planning Commission has made a recommendation regarding the Concept Plan to City Council, the City in conjunction with the development has drafted a PUD agreement that is consistent with the Concept Plan that will be considered for approval by City Council. The draft PUD Agreement will need to be in a form that is acceptable to both parties and signed by the petitioner prior to it being presented to City Council.
Uses permitted in a PUD.

The PUD provisions of the Zoning Ordinance allow for a wide range of potential uses because PUDs are allowable in all zoning districts. The allowable uses provision generally provides as follows:

All uses permitted as principal uses permitted, or special approval land uses and accessory uses [are] permitted in all zoning districts. Multiple uses contained in a PUD must be complementary in nature. If a PUD includes residential uses, the housing types may be clustered to preserve common open space, in a design not feasible under the underlying zoning district regulations. The PUD must provide a complementary variety of housing types and/or a complementary mixed-use plan of residential and/or non-residential uses that is harmonious with adjacent development.

Permissible Use:

The Concept Plan proposes a single four story building that will be a mixture of retail and housing/apartment units. The total height of the structure will be fifty-six (56) feet tall. The gross floor area of the building will be 128,779 square feet, with 9,000 square feet of the building being dedicated for retail, and the remaining square footage utilized for multiple family residential housing units and complementary accessory uses. There are sixty-three (63), one (1) bedroom units that range in size from 616 square feet to 686 square feet, and seventy-two (72), two (2) bedroom units, that range in size from 850 square feet to 971 square feet based on the floor plans provided. The remainder of the building will house a community room, a fitness center, and a general office space dedicated to the residential development. The monthly rental rates of the various apartment units are unknown. The applicant has been working with MSHDA and other funding sources.

The site also proposes an outdoor patio/plaza space located adjacent to the building, facing Van Dyke, and an undefined outdoor activity area space. The site also includes one hundred and eighty-five (185) parking spaces on site, which will serve both the retail and residential uses, at the rear of the site. The floodplain area, located at the rear of the site will remain as open space and be undeveloped. Some grading and floodplain modifications will occur in the area and the applicant has been working through the Michigan Department of Environmental Quality (MDEQ) to acquire the proper permits.

Further, the PUD Zoning Ordinance provisions also dictate the overall density permitted within the proposed PUD. Section 22.03 B 4 of the Zoning Ordinance specifically states the following with respect to PUD development:

Mixed Use and commercial PUDs.

a. A PUD may include residential and non-residential uses as determined by the City Council after review and recommendation of the Planning Commission. The use of creative development concepts including mixed uses should be used to create commercial nodes and gateways and facilitate renovation of existing retail centers as opposed to creating strip commercial centers along major thoroughfares.

b. Setback and other dimensional requirements of the underlying zoning district(s) shall be used as guidelines for reviewing a proposed mixed-use or commercial PUD, which requirements may be modified by the City Council to achieve the intent of the PUD after review and recommendation of the Planning Commission.

c. Permitted commercial uses shall be limited to those determined by the City Council after review and recommendation of the Planning Commission, to be suitable for the site and compatible with the surrounding area. Any uses listed as special approval land uses shall be required to comply with specific conditions relating to such uses, although no additional review process is needed, other than the PUD approval process.
d. Attached residential units may be permitted as a transitional use between commercial uses and lower density residential in a mixed-use PUD where the underlying zoning is commercial.

e. Elderly housing may be permitted in a mixed-use or commercial PUD. The permitted dwelling unit density of the elderly housing component

Permissible Density: The site as noted above is currently zoned a combination of C-3 (General Business District) and FP (Floodplain). Under each of these districts, multiple family residential is not a permissible use. The City's PUD Ordinance indicates that the underlying zoning district should be used as a baseline for density. Since residential development is not permissible in the underlying district, a conventional means of determining density cannot be utilized. However, under the C-3 (General Business District), the coverage of the site may be up to thirty-five (35) percent of the entire site area. The applicant has provided density calculations for the site, at twenty (20) percent lot coverage. Comparing the proposed development to the coverage requirements for a commercial use, the site does comply with the requirements. However, if the site was to be analyzed as a primarily multiple family use, which would be appropriate based on the number of units and type of building proposed, under the RM-3 Multiple Family Mid and High Rise District, the site would also be in compliance with the thirty (30) percent building area. Additionally, the square footage of the units, based on efficiency calculations are also compliant with the RM-3 (Multiple Family Mid and High Rise District). Per standards, one (1) bedroom units should be a minimum of six hundred (600) square feet, and two (2) bedroom units should be a minimum of eight hundred (800 square feet. The applicant meets both of these guidelines.

General
This parcel has been underutilized for decades, partly because of its proximity to the Clinton River and the existence of a significant amount of flood plain area. The applicant is proposing a high density mixed use development for the proposed site, which the City supports. The City promotes the idea of a development of this nature, particularly in the Van Dyke corridor which is a part of the City’s Corridor Improvement Authority district. The City’s vision for this stretch of Van Dyke is a pedestrian orientated, mixed use area to help revitalize the overall corridor, and the proposal by the applicant is a significant first step in accomplishing this vision. Currently, the zoning scheme within this corridor remains unchanged and reflects the City’s traditional zoning classifications which do not necessarily support a development of this nature in terms of mixture of uses, building configuration and setback. That is why the applicant is coming forward with the proposed Planned Unit Development proposal. The City would anticipate additional developments of this nature as underutilized properties within the Van Dyke Corridor are redeveloped.

One of the main areas of concerns regarding the proposed concept plan is the number of parking spaces available. The site is proposing one hundred and ninety (190) spaces. Per City Ordinance, based upon the number of residential units and the square footage of the commercial space, approximately three hundred and forty-six (346) spaces are required. The applicant has indicated that it anticipates that many of the tenants will not have their own vehicles, although this assert is at this point unsupported by any documentation or statistics. While parking requirements can be reduced in a PUD, there are concerns with a reduction as significant as proposed. As the commercial uses for the space are not defined, this can possibly create issues with residential parking. The applicant should address how it will ensure the parking on site is adequate for all of the users. As proposed, if each residential unit is dedicated one parking space, a total of approximately fifty (50) spaces remain for the retail use and residential guests. At one and two bedroom units, it may be anticipated that each unit may have multiple vehicles. Will the number of units be limited by permit or other means? In addition, there are bus stops just north of the site and across the street. This may further reduce the need for parking at the site. Parking agreements with the shopping center to the south may also alleviate parking needs for extra vehicles. If adjacent sites are to be used, shared parking agreements will be necessary and dedicated pedestrian connections.
Per the RM-3 (Multiple Family Mid and High Rise District), the district is to have designated recreational areas or facilities. Based on the number of units, this would require 97,500 square feet of space. The open space at the rear of the site contains 362,186 square feet of greenspace. Thus the applicant does comply, based upon the amount of open space. However, the applicant should further define recreational areas, including the outdoor activity area. These areas should continue to be defined, and designed to meet the needs of those who will be occupying the living spaces. The site plan also proposed a massive front plaza along the entire frontage of the building. This area while not an active recreation area, is an amenity to the site and can be used as a more passive area for the entire development. The amenities and details of the space will need to continue to be refined.

The site proposes a significant amount of floodplain/wetland modification. The applicant has been working extensively with the Michigan Department of Environmental Quality (MDEQ) and has received tentative approval from the State for the proposed modifications. Should the PUD move forward, the applicant should continue to engineer the site to meet all required City and State requirements. However, approximately 362,186 square feet of greenspace will be maintained on site.

**Design and layout conditions**

The PUD provisions of the Zoning Ordinance set forth certain design and layout standards for the Planning Commission and City Council to consider in reviewing the PUD. They are the following:

1. Where a planned or proposed major, secondary, or collector thoroughfare is included partially or wholly within the project area of a PUD, such portion of the roadway shall be provided as a public right-of-way with the width standards as stated in the master road plan for the right-of-way. The alignment of the roadway shall be in general conformance to the proposed alignment as shown on the master plan.

The site will have a single ingress and egress point from the Van Dyke roadway, which is considered a major thoroughfare under the master road plan. The location of the proposed drive should be reviewed and approved by the Macomb County Department of Roads to ensure compliance with its
road standards. For driveway spacing and configuration, based on existing driveways in the area, the driveway location appears logical.

2. In order to provide an orderly transition of density, where the project being proposed for use as a PUD immediately abuts a residential district, (not including districts separated by a major thoroughfare), the City may require that the area immediately abutting the district be developed with a like development or landscaped open space.

The proposed development does not directly abut residential properties either to the north or south and has significant open space, undeveloped area on the east side of the development. Towards the north, the property is currently utilized as a driving range. Should this area be redeveloped in the future, perhaps solely with a commercial use, that site would need to provide the appropriate buffer requirements. However, the City would promote an additional mixed-use development on this property. Furthermore, to the south, the site is already used for commercial purposes. There is currently landscaping proposed along the south side of the proposed development.

3. Site design standards should include frontage beautification, buffering devices, landscaping, walkway linkages, controlled vehicular access, and attractive signage.

**Architecture of buildings:** The applicant has provided architectural elevations for the entire building. The proposed building is a mix of split face block, decorative face brick, fiber cement panel, fiber cement siding and metal paneling. The Van Dyke façade includes a significant amount of brick and fiber cement paneling for a modern architectural site. The non-frontage elevations originally included more siding and paneling and very limited brick. Furthermore, balconies were originally provided for a number of the window openings along the Van Dyke frontage. This element provides a great amount of detail and architectural interest to this façade. However, the remaining facades originally did not have this same detail.

The Planning Commission and the Office of Planning both discussed the potential to make improvements to the building façade in regards to building materials and architectural features. The applicant has updated the building façade along the south and north elevations. Balconies have been added to the south façade of the building, which fronts the Riverland Shopping Center. Additionally, the façade incorporates more of a brick pattern, to continue the façade treatments from the west façade of the building, which faces Van Dyke. Additionally, the applicant has added Juliet balconies to where the North elevation bumps out, to continue façade improvements.

At the meeting another major discussion was the soil suitability for the development of a significant structure as the one that is proposed. The applicant has provided soil testing reports for the property and are aware of the soil conditions for the site and the impacts that the soil suitability has on the overall construction of the property. This will be further reviewed as a part of the overall building permit should the development ultimately get approved.
Overall Landscaping: The applicant should comply with the landscaping requirements outlined in City ordinance. Based on the original submitted plans, the landscaping of the site was deficient in regards to the required trees and shrubs on site, in addition the enhanced landscaping feature needed to be defined. The plaza space along Van Dyke and along the rear of the building easily lent themselves for this requirement, but the amenities proposed for them need to be defined. Due to the mixed-use nature of the site, the landscaping is important to the overall PUD to link together residential and commercial spaces, and establish a sense of place through landscaping.

At the Planning Commission meeting, there was discussion regarding the landscaping on site. The applicant has provided an updated plan to show a better definition of the outdoor area, as well as a general increase of overall landscaping on site and has satisfactorily addressed the comments.

Walkway Linkages: The site plan proposes to provide sidewalk connections throughout the site, including the rear area adjacent to the floodplain area. The applicant has provided additional pedestrian connections throughout the front portion of the site along with a stub connection to the rear portion of the site (no actual sidewalk or pathway is extended to the rear of the site).
Controlled vehicular access: The site proposes a single access drive from Van Dyke to service both the residential and commercial uses.

During the public hearing, there were concerns raised by both members of the public and Planning Commission members regarding the traffic on Van Dyke. The applicant should continue to provide information regarding traffic, and how the site will not excessively impede traffic patterns within the site. The Planning Commission requested additional information on traffic on this area of Van Dyke. Based on Southeast Michigan Center of Government’s (SEMCOG) traffic counts, a total of approximately 25,000 vehicles travel along this stretch of Van Dyke. Van Dyke is a major five (5) lane thoroughfare through this part of the City. A traffic count of this nature is not out of the norm for a road configuration of this nature. In addition, the traffic generated of the proposed use will be somewhat limited by the proposal to restrict vehicles within the lease/agreement to live onsite. This multiple family development with this restriction will likely generate far less traffic than a normal/traditional multiple family development.

One of the main concerns brought up by the Planning Commission was the potential for the parking lot area to flood, due to its location in the area. The applicant has provided a general map to show where the flood areas would be, and the elevations of the site. Furthermore, a letter from the Office of Engineering has been submitted as well, to explain how parking is permitted in the floodplain, and the extent to which this practice is allowed. At the meeting, the applicant mentioned that they have worked extensively with the MDEQ, and at this point, no further modifications are permitted into the floodplain.

Attractive signage: At this time, no signage has been proposed for this site. The signage on site may be limited to the commercial uses, either via wall signage, or a monument sign located at the site. However, due to the limited front yard setback, wall signage may be sufficient for the commercial spaces, due to their close proximity to the roadway. Should the applicant wish to include signage as part of their proposal, it should submit the request to the Office of Planning for their review. Typically, signage is reviewed by the Building Department for compliance, but if any nontraditional signage is proposed, the PUD review/approval should take this into account. Consolidated signage for the residential development and the commercial aspects of the development should be considered, since the commercial use is really accessory to the multiple family residential use of the property.

Planned Unit Development Modifications

The PUD provisions of the Zoning Ordinance allow City Council to modify requirements relating to development. The following modifications are proposed from the City’s conventional zoning ordinance requirements:

Overall Density

The applicant is proposing a total of sixty three (63) one bedroom units and seventy two (72) two bedroom units which under the RM-3 (Multiple Family Mid and High Rise District) would require a total of 205,200 square feet of land area to support that density. The applicant has approximately 150,500 square feet of upland/developable area. However, the applicant does have a significant area at the rear/east end of the site which will remain undeveloped. In addition, the site is not zoned for multiple family purposes and therefore the density requirements of the district are not truly applicable under the PUD ordinance. However, the Office of Planning did feel that the RM-3 (Multiple Family Mid and High Rise District) would be the most applicable District to the site since the primary use is multiple family high rise residential and the PUD ordinance indicates that densities should not exceed that permissible in the underlying zoning district. Even with the allowable density bonus, a total of approximately one hundred and twenty five units would be permissible if the Planning Commission and City Council found the proposal to be consistent with the intent of the PUD ordinance. Therefore, based on these assumptions, a total of one hundred
and thirty five (135) units would require a variance of essentially ten (10) units. The Planning Commission and City Council do have the ability to vary the density requirements in this particular case and based on the type of development being proposed, the Office of Planning has no objections to the additional density provided the remainder of site concerns are addressed.

Setbacks

With the major deviation from conventional development being proposed, the typical C-3 (General Business District) setbacks are not being met. The setbacks within the C-3 (General Business District) and the proposed modified setbacks are as set forth below:

<table>
<thead>
<tr>
<th>Setback</th>
<th>C-3</th>
<th>PUD Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>72 Feet</td>
<td>8 Feet</td>
</tr>
<tr>
<td>Side</td>
<td>42/42 Feet</td>
<td>22/60 Feet</td>
</tr>
</tbody>
</table>

The front yard setback is seventy-two (72) feet based upon the increased height of the proposed structure from what is permitted in the C-3 (General Business District). As designed, a front yard setback of approximately eight (8) feet from the front property line is being provided. As designed, a variance of approximately sixty four (64) feet would be required. The applicant is looking to establish a “downtown” type feeling in this mixed-use district (which is also desired by the City), and thus has pushed the building closer to the roadway, which is logical, given the extensive amount of undevelopable flood plain property to the rear of the property. The building will be located close to the existing sidewalk, with an elevated public patio/plaza space that acts as a separation between the property line and the building. This patio, based on building requirements may need a safety rail. However, that can be determined upon building and engineering review.

The proposed side yard setbacks are required to be forty-two (42) feet on each side, based upon the building’s height. The north side yard setback, is over sixty (60) feet, and thus complies with the underlying zoning requirements. The south side yard setback, towards the Riverland shopping center, however, does not comply. The setback is twenty-two (22) feet, which would require a non-use variance of twenty (20) feet.

The rear yard setback for the district would be thirty (30) feet. However, since a large portion of the rear of the site will remain floodplain, the site will meet this requirement.

Parking

As noted earlier, the parking for the site is deficient based on the City’s parking requirements. Based on the uses and residential unit types proposed, a total of three hundred and forty six (346) parking spaces are required. The applicant has proposed a total of one hundred and ninety (190) parking spaces. Therefore a variance of one hundred and fifty-six (156) parking spaces is required. The nature of the building and uses does suggest that as a mixed use building a reduction in the total number of parking spaces may be warranted. However, a significant reduction as proposed is more difficult to justify without some significant means of justification. As discussed if parking for the residential portion of the development was limited to one (1) vehicle per unit or if offsite parking was secured with a means of easy access for residents to access those spaces, the more significant reduction could be more easily justified. The Office of Planning did not want to create excessive parking for the site and does promote the idea of more intense buildings with reduced parking working in conjunction ultimately, but as the first development of this type, the site will initially act as a “stand alone” site and will need to have the parking issue adequately addressed.
The Planning Commission members at the public hearings, discussed the lack of parking spaces on site. Due to the nature of the use, and preservation of the flood plain, the applicant is proposing a significant decrease in the number of parking spaces. Coupled with the potential for parking spaces to be in the flood plain, the Planning Commission raised a number of concerns. The applicant at the meeting stated that the leases will be restricted with the number of parking spaces available. Additionally, the applicant has stated that they will discuss the potential to utilize a portion of the parking with the neighboring Riverland Shopping Center. In addition, the applicant has also provided several other similar developments run and operated by the entity that will be managing this site and the number of vehicles per unit provided at those sites. This number is typically approximately one (1) car per unit. Finally, the applicant has indicated that car parking for each residential unit will be limited to one (1) vehicle per tenant.

PUD Process Overview

The PUD process is a multiple step process that provides a thorough analysis of the proposed project at several different levels. The outline of the PUD process is as follows:

<table>
<thead>
<tr>
<th>Process Overview</th>
<th>Action</th>
</tr>
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<tbody>
<tr>
<td>1. Planning Commission Planned Unit Development Review and Public Hearing</td>
<td>Recommendation for Approval – March 14, 2019</td>
</tr>
<tr>
<td>2. Development of Draft Planned Unit Development Agreement</td>
<td>Completed</td>
</tr>
<tr>
<td>3. City Council Establishes Public Hearing Date</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td>4. City Council Planned Unit Development Review and Public Hearing</td>
<td>Approval/Denial</td>
</tr>
<tr>
<td>5. Site Plan Approval (Preliminary)</td>
<td></td>
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<td>6. Engineering Plan Review</td>
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<td>7. Building Plan Review</td>
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<td>8. Site Plan Approval (Final)</td>
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<tr>
<td>9. Construction</td>
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**SUGGESTED ACTION: APPROVAL**

In the case of PPCM-1207, 43700/43720/43750 Van Dyke, the Office Of Planning recommends approval of the Concept Plan for the Planned Unit Development, based upon the facts and plans presented, subject to the conditions originally proposed as a part of the Planning Commission recommendation.

The original conditions included the following:

1. That the development shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the Concept Plan;
2. That the petitioner work with the Office of Planning to address outstanding comments such as landscaping, architecture, parking, and any other outstanding issues.
3. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the petitioner shall develop the development in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan, including and requirements relating to development in a flood plain area.
4. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights shall be provided by the developer.

5. That if the Concept Plan and Planned Unit Agreement are approved by the City Council, the modifications requested as a part of the overall PUD Concept Plan be approved as they generally meet the intent of the City’s Zoning Ordinance and City’s Master Land Use Plan for general densities and specifically the Planned Unit Development Ordinance.

6. That if the Concept Plan and Planned Unit Agreement are approved by the Planning Commission, the Planned Unit Development Agreement be prepared, finalized, signed and recorded by the owner of the property and the City.

7. That with City Council approval, the overall time frame for the completion of the project be as required by Ordinance, unless the time frame is extended upon request by the applicant and approval by City Council.

8. The recommendation of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.

This motion is being made based on the following findings:

1. That the proposed use and overall development is consistent with and promotes the ideals of the City 2030 visioning plan to provide an array of housing types that are attractive to a multitude of demographics.

2. That the development provides something unique in terms of architecture and design and provides a true mixed-use development for the City in a “Downtown” type setting within the City’s Corridor Improvement Area (CIA).

3. That the development is located along Van Dyke, which can call for a more intensive use in regards to a mixture of uses.
1. Mayor Michael C. Taylor called the meeting to order at 6:30 p.m.

2. Mayor Taylor led the Pledge of Allegiance to the Flag and Melanie D. Ryska, City Clerk, gave the Invocation.


   Also Present: Mark Vanderpool, City Manager; Marc D. Kaszubski, City Attorney; Melanie D. Ryska, City Clerk; Carol Sobosky, Recording Secretary.

4. **APPROVAL OF AGENDA**
   Moved by Koski, seconded by Ziarko, to approve the Agenda as presented.

   Yes: All. The motion carried.

5. **BUDGET WORKSHOP DISCUSSION**
   A. Budget Overview (continued)
      Public Library
      Police Department
      Fire Department
      Public Works Department
      Parks & Recreation Department

   Mayor Taylor stated this is a Special City Council meeting, which is the second of two budget workshops. He stated there will be a number of presentations from City employees and administration.
Mr. Vanderpool stated this is a continuation of the budget hearings for the proposed fiscal year 2019/2020 proposed budget. He explained, like the first hearing, they have a number of presentations wherein department directors will highlight a number of significant initiatives in their proposed departmental budgets, and there will be plenty of time for audience members and City Council to follow up with comments and questions. He advised that, at the conclusion of the presentations, the budget amendments will need to be introduced this evening so they can make sure they are incorporated into the final Appropriations Ordinance for approval on May 7. He informed the City’s proposed budget is available online for anyone interested. He added that the departmental budgets presented this evening continue the principles outlined in the City’s Visioning 2030 plan, and he introduced Budget and Finance Director Jennifer Varney to provide a summary of the budget as scheduled for discussion this evening.

Ms. Varney stated they will continue their budget workshop, including discussion of the last four General Fund departments, the Water and Sewer Fund and the Parks & Recreation Fund. She provided an overview of the budgets being considered this evening with the use of a PowerPoint presentation. She talked about the Public Library fund, which represents 2.8% of the $105 million General Fund budget, with 13 full-time and 26 part-time employees, and the budget of $2.9 million is primarily made up of personnel costs. It increased about $33,000, or 1.2% over last year, and she outlined the
changes and proposed expenditures, including proposed capital outlays. The next department is the Police Department, which is the largest city department totaling over 33% of the General Fund budget. There are 206 total employees in four divisions, and the budget totals $35.2 million, with over 90% of the budget being attributed to personnel costs. The total budget increased $1.1 million, or 3.3%, with most of the increase due to contractual wage increase and increase to pension funding. She outlined the proposed expenditures and capital outlays. Ms. Varney reviewed the Fire Department, which makes up nearly 20% of the General Fund budget and includes 103 full-time and 2 part-time employees, totaling $20.9 million and consists of three separate divisions. The total budget represents a $1.1 million, or 5.4%, increase over last year, primarily due to personnel costs. She outlined the proposed expenditures and capital outlays. The third largest department is Public Works, which when combined with refuse, makes up about 10.4% of the General Fund budget. The department is made up of four divisions, with 48 employees along with numerous contracted services. The budget totals $11 million, including $4.5 million for refuse, which is a $59,000 increase, or 0.5%, from last year, and she outlined the proposed expenditures and capital outlays. Ms. Varney stated that concludes the overview of the General Fund, and she provided detail on the Water and Sewer Fund, which makes up nearly 23% of the total City budget and totals just under $54 million. This fund includes three divisions with 34 full-time and 13 part-time employees, and about 78%, or $42 million, of the
costs of the Water and Sewer fund are controlled by the Great Lakes Water Authority (GLWA) and Macomb County Public Works Department. Of that $42 million, over $35 million, or 85% of those costs, are fixed, which means the City incurs those costs regardless of how much water is used. She explained the breakdown of the costs, with the cost of water from the GLWA increased by 5%, sewer costs from Macomb County Public Works will increase by 2.2%, and there was no new sewer debt issued this year so that will only be a slight increase. City costs are increasing 5.2% due to wage and pension increases, as well as the addition of a temporary part-time clerk. She reviewed some of the other proposed expenditures, including capital outlay. In order to cover these costs, a 3.3% Water and Sewer rate increase and a small fixed-fee adjustment of $1.25 per quarter, will be passed on to Water and Sewer customers. She estimated this will cost the average residential user about $3 a month, which will bring the average monthly cost to $80 a month, up from $77 a month this year. She noted this is a lower increase than last year, that the lowest increase in eleven years. She explained another factor that contributes to rate increases is the decline of water usage, and she showed a chart depicting the decline in water usage over the years, not only in Sterling Heights but over the entire GLWA customer base. Lower usage reduces the City’s revenue but not their costs. She claimed the City’s water and sewer rates are still lower than most of their comparable communities, and she showed a chart comparing other similar-sized cities. She explained they will continue to build up Water and Sewer
reserves that have eroded over the past ten years, noting that is important for future infrastructure improvements and can help mitigate large rate increases.

Ms. Varney stated Parks and Recreation has its own fund in Special Revenues, which this year totals $17.8 million, with the department having 13 full-time and 4 permanent part-time positions, along with a lot of seasonal staff. The budget is mainly capital expenditures funded through the proceeds of the ReCreating Recreation bond issue two years ago. She explained the pre-existing Parks and Recreation expenses and contractual park maintenance are funded through a transfer from the General Fund, which this year totals $2.8 million. She outlined the expenditures, which have decreased due to this being the third year and most projects are nearing completion. She reminded residents that their new on-line tool, Budgeting Balancing Act, which allows the residents to view a graphical representation of the budget and provides the ability to drill down for additional information, is available on the City's website and is updated for the proposed budget. The Taxpayer Receipt tool is also updated with the millage rates in this proposed budget and offers residents an opportunity to see their estimated tax bill for next year by ending their 2019 taxable value.

Mr. Vanderpool invited Library Director Tammy Turgeon to give a presentation. Ms. Turgeon explained the library is an integral part of the community, and its major goal is to enhance the quality of life services they offer for their residents. She highlighted four areas: technology, collections, programming and
community. She outlined some of the latest technology additions, including their wi-fi hotspots, which patrons can borrow for seven days to gain unlimited internet access to help students with homework and provide those without internet access in their homes the ability to access educational and entertainment resources. She provided further information and statistics about this technology and some capital outlay items proposed for purchase, including additional wi-fi hotspots, an interactive games table for children, a simple scan station, along with a translation service, which will translate a scan into a PDF file or MP3 audio file in one of sixty languages. She gave a brief overview of their collection budget and programming, including the addition of Hoopla, which is a digital media service for eBooks and audiobooks, and the library only pays for the titles their patrons borrow. The library offers books and magazines in twenty-three different languages, and they continue to support the diverse community. Ms. Turgeon stated a major focus for the library continues to be their programming for children, and she explained many of the programs available for all ages, providing statistics on number of classes and number of attendees. She stressed they have reached many new library users through these creative new programs and are encouraged that they will become lifelong users of their programs and services. She stated the Library is all about community, noting they received over $9,000 in donations last year from individual residents in memory of or in honor of someone they love. She stated the Friends of the Library is a volunteer non-profit group
organized in 1976 dedicated to enhancing and improving library services for
the community, and they are contributing $54,000 this year to support adult
and youth programs, maintain and improve collections and provide new
technologies and capital improvements. She informed they had 132 people
volunteer 8,190 volunteer hours last year to assist their staff and work in all
areas of the library, with an estimated value of the service they provided is early
$175,000. She stressed they are truly grateful for the hard work and dedication
of all of their volunteers. She concluded her presentation by urging residents
to take part in an online survey through the month of April, which can be
accessed at www.shpl.net, or through their new app, SLC Libraries Mobile.
Mr. Vanderpool highlighted that, thanks to a strong collaborative effort
between the men and women in the Police Department, residents, businesses
and other stakeholders, Sterling Heights continues a long tradition of being
one of the safest cities in the country, and he introduced Police Chief Dale
Dwojakowski to give a presentation on a number of successful programs
outlined in the Police Department’s budget.
Chief Dwojakowski highlighted several different areas in this year’s proposed
budget. He explained they increased their social media by starting a Facebook
page this year. They now have almost 8,000 followers on Facebook, and each
month they reach over 200,000 people, and growing monthly. He added that
99% of their feedback is positive, and he talked about many of the specific
posts. Chief Dwojakowski talked about their SMART Moves Program, which
stands for Skill Mastery and Resilience Training, and they talk about drinking, smoking, vaping, drug use, and improper social media use to all sixth graders in the Utica Community Schools and all fifth graders in the Warren Consolidated Schools. It is a ten-week program, in 19 elementary schools and 1,500 children graduate each year. There are ten specially-trained officers who teach these classes. He talked about their other programs, including their Community Services Bureau, the CERT Program, Citizen’s Patrol Program, the Citizen’s Police Academy, the CORE Program, Babysitting and Home Alone Safety with Parks and Recreation, National Night Out, and other events. He thanked Council for allowing him to backfill some of the positions.

Chief Dwojakowski mentioned accreditation shows that industry-proven best practices have been met. He explained the new accreditation process, MLEAC (Michigan Law Enforcement Accreditation Commission) which is much less time-intensive than the former program and about one-third of the cost, with grants available to pay for about half of the cost. They anticipate it will take about a year-and-a-half to complete and he explained some of the details going through the process. He outlined some of the capital purchases included in the budget.

Chief Dwojakowski concluded his presentation by providing some statistics on their Safe City status, noting that this past week, SafeHome.org rated Sterling Heights, Michigan the ninth safest city in Michigan with populations over 50,000, and they were in the top 12 percent in the United States. Last year,
Sterling Heights was named the sixth safest city in the United States by Alarm.org and this was all made possible because of their Safe Streets millage passed in 2013, which allows all of these programs to continue and flourish. They not only keep all of the officers on the road, but he is proud that the City added three new police officers to the budget over the last year: a full-time police officer at Henry Ford High School; a full-time police officer at Stevenson High School and a full-time police officer as part of the County drug unit, FANTOM (Federal Anti-Narcotics Team of Macomb). He thanked Council and appreciated their support.

Mr. Vanderpool pointed out the common themes in these presentations are volunteerism, use of technology to make jobs easier and do more with less, and continuous improvement. He invited Fire Chief Chris Martin to highlight initiatives in the Fire Department.

Fire Chief Martin provided highlights in the Fire Department budget, crediting great employees and a supportive City Council and residents. He talked about the trends, providing statistics on the number of incidents. He stressed training is very important to their organization, and training hours have been on the rise in recent years due to the number of newly-hired employees; however, fire inspections have remained lower because of the number of man hours the prevention division is forced to dedicate into numerous problems they are facing across the City with a couple of establishments and in keeping up with all of the new renovations. He outlined the capital projects included in the
budget, and he showed photographs of existing conditions. He noted training initiatives and programs, one of those addressing the response to an active assailant, and the City’s Police and Fire Departments were instrumental in the development of a countywide initiative in this area. Blue Card Command training is for lieutenants and they are looking into fire department accreditation programs to determine which would be best for the department. He talked about recruitment, holding an open house and also beginning recruitment directly in the high schools.

Chief Martin talked about their transport service and some of the details of that program, noting they have responded to more incidents than anticipated, and although revenue was higher than expected, personnel costs were lower. This budget proposes the addition of a mechanic in the Department of Public Works, funded by the transport model. He noted it was discussed when they implemented the program, and although he commented they have been well taken care of by Buff Whelan, there is no doubt that using the DPW and its professional mechanics will beat any service they can get from the outside. Although it will be a tight fit at the current DPW site, it is part of the improvements for the new DPW facility. He is requesting a budget item to fund a Staffing and Efficiency Study so they can look at the system and provide a non-biased assessment to determine the best way to move forward. He concluded his presentation stating the most important thing on their horizon this year is the renewal of the Safe Streets Millage. He stressed since its
inception in 2013, it has allowed the Police and Fire to provide excellent service to the community, with lives saved and/or significantly altered for the better. He indicated if it is not passed, services will be significantly altered, and they will be forced at a minimum to close one fire station permanently and another depending upon daily staffing.

Mr. Vanderpool recognized the good work of the DPW employees removing snow at all hours of the day and night over these last several months. They also have to deal with water main breaks and when they are not responding to emergencies, they are performing critical maintenance on the City’s massive water and sewer system, installing signage, repairing roads and maintaining hundreds of vehicles and various pieces of equipment. He stated on behalf of the Mayor, City Council and himself, he thanked the DPW employees they do every day, especially in the winter. He invited DPW Director Mike Moore to highlight some of their budget initiatives.

Mr. Moore stated the highlights of this year’s budget include the new DPW building, an update on recycling and the City’s reforestation efforts. He showed the site plan and provided details on the new building and improvements to the site. Through a PowerPoint presentation, he showed artist’s renderings of the new building, including a virtual “walk-through” of the building.

Mr. Moore provided an update on the City’s recycling program, noting in 2016, the City was able to procure weekly curbside recycling collection for all residents at a reasonable annual cost of $57. The decision was made at that
time to continue to operate the three recycling centers based on the perceived popularity of that option to recycle for residents who might otherwise not be able to recycle. He explained in that time, there have been some reasons to cause the DPW to reexamine the viability of the City's three recycle centers, including China no longer accepting plastic and paper exported from foreign nations due to their anti-pollution crackdown, and contamination of recyclables by dumping of garbage and liquids into recycling bins, rendering the entire bin contaminated to the point where it has to go to the landfill. He added it was profitable at one time for the City to sell the recyclables, but the collapse of the recyclables market has driven the prices so low that the City must now pay $150,000 annually to operate the centers and have the materials collected and hauled away. He noted the reconstruction of the recycling center is estimated to cost nearly a half million dollars at the new DPW facility. The DPW is recommending that the City phase out the three recycling centers as follows: 18 Mile center to close July 1, 2019; 15 Mile center to close July 1, 2020; and Clinton River Road center to close July 1, 2021. He reviewed some of the advantages of this schedule, including the ability to reevaluate the market for recyclables and possibly develop one of the two remaining sites if market conditions and resident demand dictate a continuing need for a recycling center. He reminded that the curbside recycling is still available at $57 per year. The elimination of the recycling centers would result in a refuse millage decrease.
Mr. Moore talked about reforestation, and following their 2030 Visioning Plan, the DPW began in 2016 to apply for grant funds to plant trees back into the community. Their largest grant was awarded through the U.S. Forest Service in the amount of $100,000, which helped plant over 400 trees. He showed pictures of where those trees were planted. They also received grants from the County. He indicated that recent roadway improvements have resulted in almost 1,700 trees being planted. He advised that they are offering a $50 discount during the month of May for any resident who would like to purchase a right-of-way tree for fall planting. The true cost of the tree is $300, but it will be discounted to $250 in May, and that includes the planting of the tree and a one-year warranty. He explained they have been awarded another grant and he outlined the areas where those trees will be planted, stating their goal is to plant trees in neighborhoods where the Emerald Ash Borer made a significant impact in the loss of trees. In conjunction with ReCreating Recreation, they have planted 325 trees in neighborhood parks, Dodge Park and the Skate Park, and more will be planted with the reconstruction of Delia Park and the Community Center. He concluded his presentation by noting that, in conjunction with the Macomb County Public Works office, they used $1.2 million in grants to transform 2 miles of the 5.2-mile Sterling Relief Drain to better serve the community.

Mr. Vanderpool stated the last presentation this evening is Parks and Recreation Director Kyle Langlois, and the work completed by Mr. Langlois and
his entire team over these past two years has been transformational and has been recognized by many. Two years ago, the City Council was selected by the Michigan Parks and Recreation Association for their foresight in creating the massive ReCreating Recreation Initiative, and this past year, Mr. Langlois was recognized for his leadership in bringing the projects to life. Components of the initiative have been awarded as well, including the Skate Park.

Mr. Langlois provided an update of the first two years of the ReCreating Recreation Initiative, as well as the projects that are anticipated for this year. He added this year will likely be the most intense year of construction that will be wrapped up as they complete this third year of the program. They will be renovating five restroom buildings as well as the renovation of Delia Park, and the project is anticipated to be completed by the end of August. For each location that supports a City-sponsored activity, they will be placing portable toilets at that site to compensate for the restrooms being out of order during construction. He noted Delia Park is home to the City’s largest tennis complex, which was renovated in 2017. They will be installing LED lights on the tennis court, making it the only illuminated tennis complex in the City. Another amenity for Delia Park is the City’s first-ever dedicated cricket field, and the two-acre dog park is anticipated to be open in October. He provided details of the dog park, noting patrons will be required to purchase low-cost annual pass to access the park via an electronic key fob, adding that senior citizen discounts will be available. He provided an update on the new 98,000-square-foot
Community Center, which will be the new home to the Parks and Recreation Department and a true resource for the community. He outlined some of the programs and activities that will take place in the new center once it opens, which is anticipated to be in December of this year. He showed some construction photos of the new building and provided updates on the 3.5-mile non-motorized trail between Delia Park and the Nature Preserve, the indoor bocce ball courts at the Senior Center and the renovation of the remaining neighborhood parks. He concluded his presentation by stating he is anxious “to get to the finish line” of park improvements, and when this initiative was approved, they committed to their residents they would complete construction in three years, which seemed very aggressive at the time. He stated he is happy to report that, with the help of many City departments and the architects, they are on schedule to achieve this goal, and he is proud of the transformation that has taken place throughout the park system, adding it has brought new recreational amenities to the residents and set the standard for quality of life in Southeast Michigan and beyond. He stressed they must continue to make sound investments into their park system and increase their focus on annual maintenance.

Mr. Vanderpool stated that concludes the budget presentations. He acknowledged the managers and directors who presented, noting he is blessed to collaborate every day with the best and most skilled managers and directors in business, and he thanked them for their hard work. He extended a
special thanks to Finance & Budget Director Jennifer Varney for her hard work putting the budget together, and he recognized Budget Management Coordinator Janice Schoenrath for her hard work as well. He reminded there are three amendments for Council’s consideration this evening.

Mayor Taylor opened the floor for public comments.

- Mr. Charles Jefferson – library serving as a community center; SMART program compared to the former DARE program.

Councilman Yanez questioned why training hours in the Fire Department’s budget have been significantly reduced. He also requested a brief explanation as to what type of training the firefighters get.

Fire Chief Martin replied they are still training every day, but over the last few years, there was an influx of new employees, so they were not only doing their own training prescribed to them, but also additional training with each new person. He assured they are not slowing down but they do not have the number of new employees that had to go through the additional training. Every day, other than weekends or holidays, there is some type of EMS-related or Fire-related training, along with any of the credentials they have to maintain.

Councilman Yanez inquired as to whether the training budget is impacted by overtime in the Police Department.

Police Chief Dwojakowski replied it is not the overtime, but it is the training involved with new officers. He cited the example of Crash Investigation certification, which requires up to 13 individualized classes. The budget was increased the last few years to get the new officers trained, and they receive
money from the state for training as well. They have officers working three
different shifts, with different days off, so it is not a problem.

Councilman Yanez inquired as to recruiting efforts in both Police and Fire
Departments and questioned whether they anticipate going back to the days
of hiring untrained personnel and sending them to the academies.

Fire Chief Martin stated it may be a possibility in the distant future. He felt they
are on the right track to bring in the trained individuals. If they were to bring in
candidates and send them to the Fire Academy and paramedic classes, they
would be hiring an individual that they would not have on a fire truck for two
years, yet the City would be paying them, and they would be taking a chance
that they could ultimately pass the test after all of the training. He is hopeful
that the recruitment efforts will bring them a lot of good candidates, adding
that City is a destination for firefighters looking for a good community.

Police Chief Dwojakowski stated other communities are having difficulty
getting candidates, and the City of Warren is offering top-pay to candidates
with experience from other communities. Shelby Township is offering a signing
bonus. He stressed Sterling Heights has candidates, noting they ended up with
forty-six or forty-seven on their final list when they only needed three. If those
numbers decline, he could see where they would hire someone and send them
to the 17-week police academy; however, it costs about $7,000 and they would
be paying them for the four months they are at the academy plus the cost of
the academy.
Councilman Yanez asked DPW Director Mike Moore as to how much the City pays for yard waste disposal as opposed to trash pickup.

Mr. Moore replied he does not have that exact figure, but he recalled the budget is about $4.125 million annually. As far as the yard waste, that is only for thirty-six weeks, so he estimated that would be about 40% of the total cost.

Councilman Yanez noted they are using less water, most likely a result from conservation efforts by residential and commercial customers, but he questioned how much of a savings when broken down individually.

Ms. Varney explained they charge by the unit, so they save in the year they are not using the water, but the next year the rates have to be raised to recover what they are using.

Councilman Yanez questioned whether customers are being charged more than what they are actually saving by reducing their water usage.

Ms. Varney reminded that 85% of their costs are fixed. A big part of their rates is based on max day and peak hour usage. The GLWA picks a random day in the summer and measures what the City uses in that day, down to a certain hour, and the system has to be able to handle the capacity of what is used at that peak time. Over the three-year period of the contract, if they can get that number down, when they go to renegotiate their rates, they can be lowered. She informed that happened in the last year of their contract negotiation, and they had a decrease of over 5% from the GLWA. Using less water for a length of time can eventually reduce rates, but it does not reflect an immediate
reduction on the water bill. She pointed out they have the odd-even voluntary system in the summer as a part of trying to do this.

Councilman Yanez expressed concern about shutting down the recycling centers. He understands the situation but stressed recycling is still very popular, and he felt the recycling markets could come back. He suspected there is far more contamination in the single-stream recycling than there is at the multi-stream recycling they have at the recycling centers. He felt there is still a need for recycling of plastics such as water bottles, and also for corrugated cardboard. He suggested having a discussion at another meeting, asking GFL to attend and talk about the future of recycling. He appreciates that it cost $150,000 a year but noted this is part of a budget where there are many costs involved. He felt this helps keep neighborhoods and the City clean, and they need to look closely at this. He hoped the City Council would direct the City Manager to schedule an agenda item or a special meeting to talk about the future of recycling.

Mayor Pro-Tem Sierawski questioned the grant funds received for reforestation, specifically the $100,000 grant to pay for 400 trees, and she inquired as to whether that was a one-time grant that they are unable to apply for again. She questioned whether there are other funds available.

Mr. Moore replied that was a one-time grant through the U.S. Forest Service and those trees have since been planted. He replied to further inquiry they are trying to find them, and they were recently awarded a $15,000 grant. They are
working with the Clinton River Watershed Council, the U.S. Forest Service and the Department of Natural Resources to look for further grant opportunities, noting they are notified by these entities right away if something becomes available.

Mayor Pro-Tem Sierawski commented that, as a resident living close to Dodge Park, she has never observed the soccer field empty, and it is a wonderful asset. She indicated it is the same with the skate park. She inquired as to what type of fencing is proposed for the dog park.

Mr. Langlois replied the dog park will be completely fenced in, with two different areas in the dog park, one for larger dogs and one for smaller dogs. When patrons enter the dog park, they will enter into a common guest area and they can choose to go into one of the other areas. He indicated it will be bi-coated cyclone fencing.

Mayor Pro-Tem Sierawski thanked the presenters, adding the City has some phenomenal services for the City and she is pleased they have been able to stay within budget as much as possible. She is pleased to hear the Police and Fire Departments are getting up to full-staff, and she hoped the Safe Streets millage will be renewed. She commended Ms. Turgeon for her work in diversifying the Library and felt libraries will always have a function to lend to residents who cannot always afford their own books or other media.

Councilwoman Koski commended Ms. Turgeon for her fantastic job, especially with the children’s programming. She complimented her on the teen advisory
board. She complimented the Police Chief and those responsible for the social media, noting they are doing a fantastic job. She stated she is going to make a motion this evening to see if they can get some uniforms for the CERT and Citizen’s Patrol Program, adding that they are great volunteers. She is pleased to hear they are the sixth safest city, and she commended the work being done on the SMART Moves program. She addressed Fire Chief Martin, stating she is very pleased they have Squad 1 in service, and she felt he is doing great job on training. She liked the idea of CPR classes and hoped they will occasionally be offered to residents. She likes the idea of student recruitment in the local high schools. Councilwoman Koski addressed questions to Mr. Moore, asking whether there has been any thought to having a part-time monitor at the recycling centers to oversee what is being dropped off. She suggested it would possibly be a good job for a student, noting the problem seems to be people dumping things where they do not belong.

Mr. Moore replied they have been discussing the possibility that, if the centers are to remain open, they need to cease the 24/7 operation because those are the hours when the culprits of the dumping are coming in. He felt the right way to operate them would be to have hours of operation, with someone monitoring it at the gate and checking ID’s to confirm residency and inspecting what is being dropped off.

Councilwoman Koski inquired as to whether that could be looked into as to the cost to fence it in and have monitors on site, and request Mr. Vanderpool bring
it to City Council for further discussion. She has had feedback from residents over the years that they love the centers. She requested that the suggestions for lowering water usage, such as avoiding peak hours, could be made available to the public in the hopes they can achieve another reduction in water costs. She requested an explanation of how the water costs are determined.

Ms. Varney replied there are a lot of factors that go into determining the rates, but the big part is what they use on max day and peak hour. The GLWA picks a random day and measures how much water the cities use on that day. Within that day, they select a random hour. When the cities negotiate, they have some say, but there are penalties if they go over it. When the contracts open and they look at that number, they look at history. If they can get residents to use less water and it goes down, when they renegotiate, they could reduce that max day and peak hour, and hopefully reduce the rates. She added it also depends on what all the other communities in the GLWA do as well. If everyone reduced their max day by 20%, their rates would probably not go down, but if Sterling Heights could reduce theirs when other communities did not, they could see a decrease. Another factor is how far away they are from Detroit, which is something they cannot control. The costs they can control the most are the City’s costs. She mentioned that she and Mr. Moore may be able to work on an informational campaign.
Councilwoman Koski felt if that information could be simplified it would help the residents.

Ms. Varney stated they can work on getting that information out and reminding residents that making these efforts to reduce water usage during peak times could have a positive impact on reducing water rates in the future.

Councilwoman Koski commended Parks and Recreation and is looking forward to December, when the new Community Center is anticipated to open. She referred to a section of “General Expenditures” and one of those items is membership in the National League of Cities (NLC). She recalled the City had a membership in this organization a number of years ago, but she felt the membership in the Michigan Municipal League (MML) was a better choice because MML is closer and have the same programs but they deal with issues that affect Michigan. She would like to continue the membership with MML but not obtain a membership with NLC at this time. She inquired as to Mr. Vanderpool’s opinion on this.

Mr. Vanderpool replied the NLC is the “parent company” to the Municipal Leagues across the country. The NLC has a voice and a platform on issues that are common to municipalities across the country. He indicated when they were originally members of the NLC, although it was before his time here in Sterling Heights, he did not believe they were as active as they are now in the MML. He noted City Council participates in a lot of MML activities, and he indicated it is hard to say whether one group is more effective than another.
He stressed being active in the MML has paid dividends to the City, and there is some interest of City Council members to join the NLC at an annual cost of approximately $9,700. It is the Council’s prerogative to be as active as possible in the MML and either test or forgo membership in the NLC.

Councilwoman Koski felt being involved with MML would be a better choice. She noted Mayor Taylor is involved with the US Mayor’s Association and Mr. Vanderpool is involved with the International City/County Management Association (ICMA) so that will provide an avenue for them to determine what is going on at the federal level. She stated she would like to make a motion to delete that from the budget when they get to that point. She inquired as to whether Council training has been increased, and she felt that training could be obtained from their City attorney, such as planning, zoning, Robert’s Rules of Order, etc., which would allow all members of Council to benefit from the training, rather than only a specific council member going to a course. She would like to reduce the amount of that line item as well.

Councilwoman Schmidt expressed disappointment that the recycling centers will be closing. She inquired as to how the schedule for closing was determined.

Mr. Moore replied the decision to start with the 18 Mile location is because that is where the DPW Building is being constructed. The dates of closing the other two sites were based on usage, and he confirmed that the Clinton River Road location has more usage than the 15 Mile Road location.
Councilwoman Schmidt liked Councilwoman Koski’s suggestion of a fenced-in, gated recycling center that is locked at night. She knows there are gates at some of the parks, so she felt it would be the same rotation for locking the gates and the parks, although those may be two separate departments. She is excited to see the new DPW Building in place. She requested clarification on water rate increases, noting that the GLWA rate increased by 5%, the City costs rose by 5.2% and Macomb County Sewer and Debt Service charges increased by 3%, resulting in a 13.2% increase. She questioned that they are only passing on a 3.3% increase to residents.

Ms. Varney noted that the percent increase of each line item cannot be added together for the total increase. She indicated on page 284, the summary of the Water and Sewer Fund, so looking at the $53.9 million versus the $53.4 million, it is a total of .9%. The reason the increase is higher is because of the lower water usage. She explained spreading more cost over lower usage results in an increase of rates, which she added is unfortunate. In a fixed rate cost structure, she has to collect the same amount of money. The comparison between the local communities shows that the City is doing a good job in keeping the rates down.

Councilwoman Schmidt appreciated all she has done to keep the rates down. She inquired as to whether there has been any feedback on the new tennis court surface.
Mr. Langlois replied they have not received a lot of feedback, which he took as good news. He acknowledged there are differences of opinion and stressed the City builds their parks for recreational users. If someone has an issue, he stated they tend to be a higher-level player that may be looking for a different type of surface. He has been very pleased with very minimal damage to any of their parks updated with the SportCourt surface, and they still look brand-new with no wear and tear. They are experiencing an increase in the usage of these facilities. He added they found this surface is not as good for pickleball, so they are backing off of that surface for those courts. He replied to further inquiry that the lights on the tennis courts will be very similar to the lights at the baseball fields. The new technology allows them to set the lights to a timer, and when they are in use seven days a week, they will set the lights to go on about 15 minutes before dark and will shut off a few minutes after 10 p.m., which is when the parks close during the summer months.

Councilwoman Schmidt observed the fee schedule for the dog park indicates a $12 annual fee for residents, and $24 annual fee for non-residents. She stated she would like to see the non-resident fee a little higher. She felt out of respect for the residents, a non-resident should have to pay a little more than $24 a year. She noted that the non-resident fee for the summer program also seemed low to her at $169 for the summer. She commented that is the cheapest babysitting program anyone could ask for. She stressed it is an awesome program but non-residents paying $169 for the entire summer is “too
good of a deal.” She stated she is excited to see the five CPR machines on the ambulances, noting they are impressive and is a great tool. She questioned what happens when the high school students pass their EMT certification, and whether they can go on to the Fire Academy through one of the local colleges. Fire Chief Martin replied the EMT program at the high school is about one-quarter to one-third of the way to becoming a paramedic. The local colleges have an academy-style EMT program, with some offered through the summer through private EMS. They can then continue on and go through the paramedic program, which is about a year or more with clinicals, or they can go into the Fire Academy and come out with Firefighter I and II, and the EMT license, which can qualify them for some fire departments.

Councilwoman Schmidt was pleased to see Chief Martin at the high school and felt it is a great program. She asked Chief Dwojakowski how long applicants can stay on the active hire list.

Police Chief Dwojakowski replied it is a one-year process each year. They ask for applications in October, interviews are in November, and the list becomes certified every January. It is good for one year, and although they used to establish two-year lists, they do not do that anymore. They are at full staffing and do not see a large turnover of staff, noting the majority who will be leaving in the next round still have five more years. He anticipated in six to nine years, they will see about thirty to forty officers retiring. He replied to inquiry they are
notified where the stand on the list and are aware it expires at the end of the year, so hopefully if they are not called by October, they know to apply again.

Councilwoman Schmidt inquired as to whether they looked into the possibility of having solar speed signs rather than battery-operated signs.

Chief Dwojakowski replied the problem is the power needed to put a strobe light that runs all day, and there is no solar power that would charge that battery; however, it has generally served its purpose by being in one location for seven days, and residents have gotten the message to slow down. He replied to further inquiry that they will still be using the trailers because it is easier when they do not have a fixed sign on the side of the road. They have double the power and the flashing lights, although they are more difficult to move from location to location.

Councilman Radtke stated he was impressed with all of the presentations. He questioned when the police vehicles ordered last year are expected to be delivered.

Police Chief Dwojakowski replied the model, a Ford Explorer, was remodeled for 2020. He explained they place their order in July and generally receive them in October; however, they received no cars and were originally told they would be in by April or May. They are now anticipating October or November. They purchased a couple of Dodge Chargers and they found a couple of Ford Explorers at a dealership in Florida, so they have done some stop-gap things to
get cars out there. He replied they still need four more cars plus ten from this budget year.

Councilman Radtke inquired as to the Chief’s thought on a Deputy Chief model rather than three Captains.

Chief Dwojakowski replied they used to have four Captains and are down to three. He acknowledged a lot of departments have a Deputy Chief model, and it makes it easier because he could tell one person what to do if he is not there, and that person has full power over the Police Department. He currently has to coordinate with three separate individuals. There are some pros, but he indicated that is a budgeting item and needs to be considered by City Administration.

Councilman Radtke felt converting one of the Captain positions to a Deputy Chief would be helpful to the Chief and his department. He commended Ms. Turgeon on the changes taking place in the library, noting that memberships for the library have greatly increased, and he inquired as to what has been done differently to achieve this type of increase.

Ms. Turgeon explained over the last two years they have promoting their Virtual Library Card program through the Utica Community Schools and Warren Consolidated Schools and every student in those schools has a virtual library card so they can access all digital resources, including their online tutor program. Many of those students have brought their parents in to get full library cards so they can check out print materials, DVD’s and more.
Councilman Radtke recently attended the bi-annual volunteer luncheon and added it was great to see the amount of money they are saving through all of those volunteer hours. He noted it is documented as $175,000 in savings from 132 volunteers. He felt they deserve a lot of recognition, and he would like to submit a budget amendment to ask for $2,000 for their department so they can host the volunteer luncheon on an annual basis.

Ms. Turgeon stated they hold the bi-annual event for the Friends of the Library and all of their volunteers to recognize the Volunteer of the Year that the Board chooses, as well as a special thank-you. She noted all of those volunteers are also invited to the City’s Volunteer Dinner, which they all attend as well. She stated they are happy with how it is being done, but they are open to hosting it once a year.

Councilman Radtke felt the recycling centers should be closed and they should go to curbside recycling. He recalled GFL had submitted a proposal years ago indicating each resident would be charged $9 extra in taxes per year to bring curbside recycling to their homes. He was not on Council at the time, but they did not agree to extend it at that time. He does not know if they can still get that type of pricing, but he would like Administration to approach GFL and ask them what it would cost to add curbside recycling to every home, and further questioned how much of that cost would be offset by closing down the recycling centers, which are being contaminated. He added if it does not ultimately make sense to close them, he agreed with his colleagues that they
need to be secured and locked at night because it does not make sense to have recycling bins that are being contaminated. He also questioned the possibility of charging a stormwater run-off fee.

Mr. Moore replied they have not looked into a stormwater run-off fee, but he stated they would be willing to look into it and provide feedback.

Councilman Radtke complimented Mr. Langlois on doing a fabulous job on the parks, and residents express through feedback that they are very excited about the things the City is doing. He has received questions about the City not participating in National Little League programs like some cities do, and he questioned why they do not participate.

Mr. Langlois clarified that they do not run the Sterling Heights Baseball and Softball Association, so they have the final say. They have been an independent organization for a number of years. Recently the softball side affiliated with ASA, which is now USA Softball. When the two groups merged, they talked to them about possibly affiliating with the national organization. The issue with Little League is that a chapter has to be started, and they have boundaries. Currently Clinton Valley Little League extends into Sterling Heights, covering from Hayes to Mound and from 16 Mile to M-59, and it is not easy to get them to relinquish the City’s boundaries. They will continue to see if there is a way to expand into Little League, but he indicated it is ultimately their decision.
Councilman Radtke felt it would be great advertising for the City, and he felt this is a large enough city that should be able to have its own baseball team. He urged Mr. Langlois to look into it further. He mentioned the pathway to Moravian Park from the south and inquired as to a timeline.

Mr. Langlois replied that is in the last group of the park improvements and will be the last item that goes out to bid. They hope to start in June and finish it in October. He added Moravian Park is almost done, and a lot of the path is in good shape.

Councilman Radtke stated he is excited about the new Community Center, Music in the Park and the Farmer’s Market. He is pleased with the reforestation efforts, and added he is proposing a budget item to add more money for reforestation so they can add trees to neighborhoods that were hardest hit by the Emerald Ash Borer and Dutch Elm Disease. He has talked with residents who feel they are losing a lot of their trees with new development, and they do not feel there are enough new trees going in. He pointed out that this budget includes increased training for all department heads, so he felt cutting the Council while adding training funds for everyone else is the wrong idea. He felt the NLC fee is not too expensive, but what they get back from it is essential, so he will be voting in objection to cutting that from the budget.

Councilwoman Ziarko stated the library is one of her favorite places, and she felt the library programs are progressing with the needs of their residents and society. She indicated some of their funding is based on square footage of the
library, and she suggested investigating the possibility of opening a small branch at Lakeside Mall if it could be cost neutral and Lakeside could provide them with a good deal on one of the storefronts.

Ms. Turgeon urged residents to fill out the online survey, noting one of the questions addresses expanded locations. She is very interested in researching another location, and although they do not have the funding for a new location, they could possibly do something creative and find some funding.

Councilwoman Ziarko appreciated Ms. Turgeon’s willingness to look into her suggestion. She questioned if Ms. Turgeon was given $2,000, would she prefer to use it toward a luncheon or toward materials and programs.

Ms. Turgeon stated she would consider it special to provide the extra luncheon, plus the City also recognizes them every year at their volunteer dinner. She noted that they always have needs at the library, and she can always use more money for collections. She explained they are behind other libraries such as Troy, because they spend more money on collections; however, she stated she will leave that decision up to City Council. She did not feel their volunteers are unhappy about having a luncheon every other year.

Councilwoman Ziarko stated she is excited about the SMART Moves Program and inquired as to the similarities and differences between that program and the former DARE program.

Police Chief Dwojakowski replied that DARE was a fourteen- to sixteen-week program. It took two weeks to become a certified DARE officer, and everything
had to be purchased through their program. He stated he was a DARE officer, but the SMART Moves program is more fluid. They left 80% of the program unchanged and changed what they felt needed to be changed, making it a custom program. They have shortened it to ten weeks. He stressed it is a powerful program, with lessons learned about crime and consequences, and right from wrong. He replied to further inquiry that, regarding speed signs, they have two large trailers and two of the small portable signs. He anticipated all four will be in use all the time, although he indicated there is usually one broken down with a dead battery or other technical issue. He assured he will have all four being used as much as possible.

Councilwoman Ziarko questioned Chief Martin as to when CPR classes will be available for Council members or residents.

Chief Martin replied once they enter the new budget year, they will begin to develop schedules, noting they have to have a certain number in order to hold a class. If the Council members would like a class, they can arrange that at any time, and he indicated they also offer it to their Survival Coin recipients and their families.

Councilwoman Ziarko inquired as to what percentage of the City’s employees have gone through CPR training and are certified.

Chief Martin replied Parks & Recreation requires certification for their employees who are working with students in the various classes. He added that Police Department and Fire Department employees are also certified in it,
but as far as the rest of the City’s employees, he could not provide a percentage. He indicated they have done initiatives on “Hands Only” CPR.

Councilwoman Ziarko agreed that a new DPW building is needed. She inquired as to the impound lot.

Mr. Moore replied it operate basically the same way, but there is a building that Parks & Recreation will no longer use. The towing lot will go from their trailer to that building, and the Police Department intend to use that building as well for fatal inspections. There will be a separate entrance off of 18 Mile Road with signage and an address for the tow yard.

Councilwoman Ziarko inquired as to whether input from the employees was sought when planning the new building.

Mr. Moore replied that has been the key goal for the entire project, and he noted the architect has met with multiple people, adding the floor plan for that building came from the staff’s determination of needs and wants.

Councilwoman Ziarko inquired as to whether GFL has indicated any problems with contamination in the curbside single-stream recycling.

Mr. Moore replied that has been a topic of discussion, and it comes up often that there is a lot of contamination in curbside. He is not able to provide a percentage. He replied to further inquiry that as the curbside container is mechanically dumped into the truck, they cannot see its contents. If there is something non-recyclable in the container, such as oil or other type of liquid, that comes with the entire load. It drops the load, and there is a staff at that
center that will go through every piece of material on a conveyor belt and sort what is good and what is not.

Councilwoman Ziarko felt there are people who cannot afford the additional fee for curbside recycling but faithfully use the recycling centers. She indicated since they have to close the 18 Mile location due to the construction of the new building, possibly they could reevaluate at the end of the year to consider whether to keep the other two centers open for a while. She suggested having an extra “Shred Day” and “Hazardous Waste Day,” possibly in the fall as well as in the spring.

Mr. Moore replied they receive astronomical response to those events, and people are pleased to be able to get rid of those items. He agreed they can look at possibly hosting additional events in the fall.

Councilwoman Ziarko inquired as to the size of the right-of-way trees that are offered for discount purchase.

Mr. Moore replied they are about 2-3/4 inches to 3 inches in diameter, and range in height from 8 to 12 feet, depending upon the species.

Councilwoman Ziarko felt people do not want to replace their trees because they do not want the job of raking leaves. She is not sure she would be willing to put more money into reforestation, not because she does not like trees, but she felt the money would better be spent for retiree health care, pensions, liability costs, etc. She commented that people should be encouraged to put their trash in plastic containers rather than garbage bags that are not in
containers, although she did not feel they need to purchase them from GFL. Councilwoman Ziarko addressed the ReCreating Recreation, stating she is so pleased that the Moravian Park pathway is being paved. She liked the trail around the nature preserve, and she commended Mr. Langlois on his wonderful staff. She questioned whether Mr. Langlois compares resident and non-resident rates to those in other communities.

Mr. Langlois replied affirmatively, noting the summer playground is one of the services they often compare to other communities, as well as how much they are paying staff people versus how much they are charging. He felt they have a competitive fee structure. They want to make sure recreation in the City is more available and that is why there are no fees for a number of amenities. Residents who want to enjoy the dog park will pay about half of what residents in other communities pay for their dog parks. He noted they have found what works well in one community will often work well in this community.

Councilwoman Ziarko agreed with Councilwoman Koski’s suggestion to cut the National League of Cities membership fee from the budget. She would rather see some money used for Library programming. The City is very active in MML, the Mayor attends the national conference and the City Manager attends the ICMA Conference. She questioned whether the City has hired lobbyists in the past.

Mr. Vanderpool replied they have used federal lobbyists, noting once was the closure of the Sterling Heights Assembly Plant to help lobby for the needed
changes to help the failing automotive industry, and it also helped Chrysler reverse their decision and purchase that property out of bankruptcy. The second time was for the Innovate Mound project, where they helped secure $97 million federal grant to help construct Mound Road from I-696 to M-59.

Councilwoman Ziarko also stressed the important of renewing the Safe Streets millage and encouraged everyone to get out and vote to keep these services going. She felt volunteer hours has increased greatly over the last few years, and she noted that there is a lot of service-sharing between communities. She questioned how many of the City’s employee suggestions are implemented.

Mr. Vanderpool replied a large percentage of employee’s suggestions are implemented. He cited numerous programs throughout the years where they encouraged more formal feedback, and depending upon the ideas, employees would be rewarded with a gift card or something similar. He stated they engage with employees on a regular basis, and collaboration occurs almost daily.

Councilwoman Ziarko questioned whether they could start implementing the gift card rewards once again.

Mr. Vanderpool felt it is a great idea, but they are exploring, through their Human Resources Manager, a more robust program beyond gift cards. They may be able to allocate an actual reward program through a bonus. He added it becomes more difficult when talking about collective bargaining agreements.
Mayor Taylor thanked Mr. Vanderpool and Ms. Varney, as well as all of the City employees and directors, for their hard work with regard to the budget presentations. He agreed the public library probably the most heavily-trafficked area of the City, aside from the recreation areas at Dodge Park. He stated he is proud to be a part of this organization because of the Police and Fire Chiefs who have set the tone for those departments. He is excited about the Public Works Department and the new building that will fit how important they are to this organization. Regarding discussion of potential budget amendments, he stated he has been involved with the United States Conference of Mayors and MML, and they are both worthy. Learning from others and taking advantage of the resources they provide is invaluable and should be encouraged. He noted there are only five cities in the State of Michigan that are a comparable size to Sterling Heights, compared to about 225 comparable-sized cities across the United States. He felt it would be beneficial to have membership in the NCL. He asked Ms. Varney as to how much money comes from the federal government for roads.

Ms. Varney stated she does not have that number but noted that they are getting $98 million for Mound Road.

Mr. Vanderpool stated the match is generally 80% on the main roads, and the balance would be split with the County.

Mayor Taylor talked about opportunities that they have when being involved in federal organizations so he would not want to see that eliminated to save
what he considered a relatively minor amount of money. There was talk about consolidating training through legal counsel, and he is sure legal counsel would not mind providing some training, but each Council member has their different areas of expertise and interest, and he would not want to see a budget that eliminates those opportunities for those making the decisions for the City. He has been contemplating a Mayor’s Youth Counsel, possibly meeting with structure and bylaws once a month to advise the Mayor and City Council on issues impacting them. He felt they need to look at a Sustainability Commission, looking at such issues as water usage, energy usage, recycling, etc. He indicated it may be early to request a budget amendment for either, but he may bring it up at a future meeting to look into it further. Because of the number of comments and some conflicting comments on the recycling issued, he inquired whether Mr. Vanderpool needs direction on closing the recycling center on 18 Mile Road.

Mr. Vanderpool stated it would be helpful to have some direction. He believed he heard the Council reluctantly agreed, in light of the new DPW building that needs to be constructed on that site, to close the 18 Mile recycling center, but try to implement other monitoring procedures and measures, possible a direct oversight and limited hours at the other two facilities to keep them open as long as possible.

Mayor Taylor inquired as to whether any of the Council members object to removing the recycling center at 18 Mile Road from the budget. None of the
Council members indicated they were in objection. He understood there has been a swing in the recycling industry, and where China used to pay for recycling materials, they are now charging to take them. As a result, the recyclers are losing a lot of money on their contracts. He felt if the City went out now for a bid on universal curbside recycling, the costs would be considerably higher now than it would have been.

6. COMMUNICATIONS FROM CITIZENS
Because it is past 9:30 p.m., Mayor Taylor stated they will open the floor for citizen comments at this time.

- Mr. Charles Jefferson – inquired about ordinance for decorative lighting.

5. BUDGET WORKSHOP DISCUSSION (continued)
B. Budget Amendments

**Item #1 – CERT & Citizen Patrol Uniforms**
Moved by Koski, seconded by Ziarko, **RESOLVED**, to increase the 2019/20 General Fund Proposed Budget by $8,500 to purchase uniforms for the members of CERT and the Citizen’s Patrol.

Yes: All. The motion carried.

**Item #2 – Increase Tree Plantings**
Moved by Radtke, seconded by Taylor, **RESOLVED**, to increase the 2019/20 General Fund Proposed Budget by $100,000 for the purchase of additional trees.

Councilman Radtke noted this is the biggest issue people contact him about, and he felt it is important to add trees as they have lost so many. He replied to
inquiry that he is open to discuss a different amount of money for this. He
talked with Administration and they felt it is a fair amount, noting he would like
to budget $100,000 each year for five years for this cause.

Mr. Moore replied to inquiry that $100,000 would purchase about 350 to 400
trees. He replied to further inquiry that the increase to the tree canopy for this
number of trees is minor, adding SEMCOG did a study and to increase the tree
canopy by 1% would equate to millions of dollars of trees. They would most
likely target a local neighborhood decimated by the Emerald Ash Borer, and
that neighborhood would see a major impact with 350 to 400 trees planted on
their streets.

Mayor Taylor indicated he will be voting in favor of this. He questioned
whether this will come back as a Consideration item.

Mr. Vanderpool confirmed it would be listed as an item on a Consent Agenda
once it is bid out.

Councilwoman Ziarko looked at requests from other departments. She
inquired as to what $100,000 would buy for DPW that was not requested in
their budget.

Mr. Moore replied they could purchase equipment, vehicles or investment into
underground infrastructure. He noted his number one concern is the
underground infrastructure because it cannot be seen. Through the SAW grant,
they are already uncovering some concerns with the underground infrastructure.
Councilwoman Ziarko stressed that, although she has nothing against trees, she is not hearing people requesting trees. She felt $100,000 is a lot of money, and with liability costs, she is not in favor of it at this time. She pointed out that amount of money could buy a lot for many other departments.

Councilwoman Schmidt questioned if this is approved, they would purchase 350 to 400 homes and plant them in road rights-of-way in front of homes. She pointed out the people who paid $300 for a tree will be calling to find out why others are getting free trees. She could not see why the money for these trees would be allocated in neighborhoods. She felt spending that kind of money and not having it make a dent in the tree canopy, she is not in favor of this amendment.

Councilwoman Koski questioned whether the plan was to plant trees in Section 34, near 15 Mile and Maple.

Mr. Moore replied they received a $15,000 grant to plant some trees in the 15 Mile/Maple area.

Mr. Langlois replied to inquiry that they have been working with the Macomb County Green Initiative and there is a tree/shrub purchase event taking place this Friday and Saturday, and to date, over 20,000 trees and shrubs have been purchased through this organization. They will be planting two trees in Donovan Park. This event is geared mainly for business and private sector in all different areas. Mr. Langlois replied to further inquiry that Mr. Moore has done
a good job looking for grants, and he has done the same, noting they received close to $10,000 from ITC in grants for trees.

Councilman Yanez stated he likes trees, but the feedback he receives from the public is concern over developers cutting down large numbers of trees. While he appreciates this, it is about priorities, and he felt any of the department directors would have good use for $100,000. He felt trees are further down the list than some of the other items, so he will not be supporting this amendment.

Mayor Pro-Tem Sierawski stated she loves trees and nature, but it is about priorities, and she did not feel this is the best way to spend the taxpayer's money. She would like to see the City pursue ways to get the tree canopy improved, and although she appreciates Councilman Radtke's passion on this, she will be voting no. She suggested finding another funding source or changing the amount to a much smaller amount.

Councilman Radtke withdrew his motion.

Mayor Taylor withdrew his support.

**Item #3 – Fire Department Staffing Study**

Moved by Yanez, seconded by Ziarko, **RESOLVED**, to increase the 2019/20 General Fund Proposed Budget by $20,000 to fund a staffing analysis for the Fire Department.

Councilman Yanez felt this is needed, noting they are very busy and want to make sure they have proper staffing.

Yes: All. The motion carried.
Item #4 – Eliminate Membership in National League of Cities (NLC)

Moved by Koski, seconded by Ziarko, RESOLVED, to reduce the General Fund Proposed Budget at the cost of membership in the National League of Cities (NLC).

Councilwoman Koski pointed out the Safe Streets millage is up for renewal this fall, and she felt they need to show residents they care how their money is being spent.

Mayor Pro-Tem Sierawski inquired as to who pays for Council members to attend national events hosted through the NLC.

Mr. Vanderpool replied the City has historically covered events that are city-related and city business.

Mayor Pro-Tem Sierawski felt the events could be costly because they would be out-of-state and involve travel and extended stay, whereas MML has local state events.

Mr. Vanderpool clarified it would be Council’s prerogative whether conferences are attended. A membership does not necessarily mean a city has to be represented at the conference. The City Council makes the decision of who to send; he would be willing to collaborate with City Council on the issue. He replied to further inquiry that the membership and training element would be budgeted so it would not necessarily come back to City Council. It would go through an internal process if it is under $10,000.
Mayor Pro-Tem Sierawski agreed with Councilwoman Koski that this is a membership that could have a lot of additional costs, and although it is an educational opportunity, she felt this may not be the best time to get back into this membership.

Mr. Vanderpool replied to inquiry his estimation that the City removed itself from the NLC around 2003.

Councilwoman Schmidt commented the City has done well in the last 16 years without that membership, noting they have a good relationship with federal legislators, they have gone to Washington DC, and the Mayor and City Manager have memberships in national organizations. She felt they still have a lot of communication and this City has been discussed on a national level as far as what they do in this community. She felt the potential for the membership could be costly.

Councilman Radtke questioned City Council’s portion of the overall budget.

Ms. Varney replied it is a very small percentage of the overall budget.

Councilman Radtke stated the membership in NLC gives the City an opportunity to collaborate. He stated he is not looking to travel but felt paying the membership fee and belonging shows their support.

Mayor Taylor felt it is short-sighted to eliminate that membership from the budget and reduce training opportunities for the people who make the decisions for the City. He inquired as to how much money is budgeted for
training, conferences, involvement in organizations for Police, Fire and General employees.

Ms. Varney replied they increased their General Fund training budget by $175,000, so it is budgeted at $476,000 this year for training throughout the whole City. She replied that includes out-of-state conferences, estimating that may involve a few dozen times throughout the year.

Mayor Taylor could not understand cutting a $10,000 expenditure out of a $250 million budget and thereby eliminating the opportunity for networking with similar communities throughout the country.

Councilman Yanez noted that City Council is part-time in a City Manager form of government, and although there is a lot of good training available, he felt it cannot be compared to city employees who answer 911 calls or the employees Mr. Moore has to train to go down into manholes and make sure they are safe.

He agreed the Mayor and City Manager bring back invaluable information garnered from their conferences, but he also pointed out that the City will be asking its citizens to vote for Safe Streets millage renewal this fall. He stressed it is for the benefit of the residents, but he felt City Council should lead by example by “tightening their belts,” and if the membership is not something they currently have, he felt they should wait and look at it in the future.

Yes: Schmidt, Sierawski, Yanez, Ziarko, Koski.

No: Radtke, Taylor. The motion carried.

**Item #5 – Reduction of $20,000 in General Fund Training Budget**
Moved by Koski, seconded by Sierawski, **RESOLVED**, to reduce the 2019/20 General Fund Budget by $20,000 which is part of the increase in training for City Council.

Councilwoman Koski stated their training budget last year was $25,520, and this year it is $52,730. She proposed obtaining training through the City Attorney, who does the training for Boards and Commissions. She added they can contract someone from MML to come out and train, and she felt it is important that all seven members of Council receive training and that it is not limited to one member. She explained that would give everyone on Council the training everyone else has, and it would still result in an increase of approximately $8,000 in their training budget.

Councilman Radtke was felt this is short-sited and this will prevent the Council from getting further training.

Discussion took place regarding the Elected Officials Academy through the MML.

Councilwoman Schmidt questioned whether this is still increasing the Council’s training budget from last year’s budget.

Ms. Varney explained the line item in the Council budget for “Other Charges” is not entirely for training, but this year’s budget for training is $36,240 which includes going to the MML Annual Convention, the MML Capital Conference and the U.S. Conference of Mayors. She noted that $24,500 was added this year for Council to attend the professional development and training of their
choice, so reducing that budget line item by $20,000 will still result in an increase of $4,500 from last year.

Yes: Schmidt, Sierawski, Ziarko, Koski.

No: Taylor, Yanez, Radtke. The motion carried.

**Item #6 – Increase Budget to Make Library Luncheon an Annual Event**

Moved by Radtke, seconded by Taylor, to increase the 2019/20 General Fund Budget by $2,000 to make the Library Volunteer Luncheon an Annual Event.

Councilman Radtke felt the City should reward the volunteers for all the hard work they do at the Library.

Mayor Taylor requested information on the Library Volunteer Luncheon

Ms. Turgeon explained it is an event that is held every other year, and they use funding from the Suburban Library Cooperative and do not purchase a computer the year they hold the luncheon. It is a catered event held at the library for all of the library volunteers, and the cost is approximately $2,000.

Mayor Pro-Tem Sierawski noted this is a wonderful group of volunteers but they already have an annual dinner hosted by the City for all volunteers. She expressed concern that this is setting a bad precedent because the City has wonderful volunteers in many areas of the City and they are already giving them a dinner. She would prefer that $2,000 be used for the Library’s computer. The bi-annual dinner is the library supporting their own volunteers with their own money, and not the City Council singling out one group of volunteers to provide them with an additional luncheon. She stated she is not in support of this request.
Councilman Yanez stated part of the budget presentations reflected the amount of money the City has saved through volunteers who give of their time to provide services to the City. He did not feel offering uniforms or a luncheon is any different than an employee who would make a suggestion for the City to save money and receive a gift card or reward for that, adding they are all helping the City. He stated having no problem with a luncheon, adding they should be thanking the volunteers every day for the work they do.

Councilwoman Ziarko noted it is $2,000, but when she asked Ms. Turgeon earlier as to what she felt her volunteers would prefer, her reply was they would most likely rather see some type of programing.

Mayor Taylor stated he will be voting no. He supported the motion and felt it is fine to reward volunteers, but he does not want to go through each item on the budget. He stated he is comfortable with the budget as it is.

Yes: Yanez, Radtke.

No: Sierawski, Taylor, Ziarko, Koski, Schmidt. The motion failed.

7. **REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL**

   Mr. Vanderpool addressed a citizen comment, noting that holiday lights are required to be removed within sixty (60) days after a holiday, so he urged him to call the City if he notices a violation.

   Councilman Yanez felt they will need a broader discussion on Waste Management recycling.

8. **UNFINISHED BUSINESS**

   There was no unfinished business.
9. **NEW BUSINESS**
   There was no new business.

10. **CLOSED SESSION**
    Mr. Kaszubski stated there are no items for Closed Session this evening.

11. **ADJOURN**
    Moved by Ziarko, seconded by Sierawski, to adjourn the meeting.

    Yes: All. The motion carried.

    The meeting adjourned at 10:40 p.m.

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    MELANIE D. RYSKA, City Clerk
1. Mayor Michael C. Taylor called the meeting to order at 7:00 p.m.

2. Mayor Taylor led the Pledge of Allegiance to the Flag and Melanie D. Ryska, City Clerk, gave the Invocation.

   Also Present: Mark Vanderpool, City Manager; Marc D. Kaszubski, City Attorney; Melanie D. Ryska, City Clerk; Carol Sobosky, Recording Secretary.

4. APPROVAL OF AGENDA
   Moved by Koski, seconded by Ziarko, RESOLVED, to approve the Agenda with the addition of Consent Agenda Item 8-O. To set a special City Council meeting for Tuesday, May 21, 2019 at 6:00 p.m. for the purpose of recognizing 2019 recipients of scholarships awarded by the Community Foundation.
   Yes: All. The motion carried.

5. REPORT FROM CITY MANAGER
   Mr. Vanderpool reminded that the Plant Exchange Program, sponsored by the Sterling Heights Beautification Commission, will be held on May 11, 2019 from 10 a.m. to 12 p.m. at the Nature Center. It is a free event, allowing gardeners to exchange plants of various varieties. He recommended those interested in attending to call 446-CITY. The Sterling Heights Police Department Law Day ceremony will be held on Thursday, May 16, 2019 at 10:00 a.m. at the north entrance of City Hall, with the venue being changed to the council chambers in the event of inclement weather.
   Mr. Vanderpool introduced Building Official Mike Viazanko, who will showcase a program the City coordinated and sponsored this past Saturday at Home Depot, and an online permitting system he and his team developed.
Mr. Viazanko shared a short video taken at an event held last Saturday, May 4, where the City’s Building Department partnered with Home Depot to bring awareness to Building Safety Month by hosting a kid’s workshop event, with this year’s theme being “No code, no confidence.” In the video, Mr. Viazanko emphasized the importance of construction codes, how they can save lives, and he noted there are brochures available for residents to better understand the permitting process. Emphasis was placed on children’s safety.

Mr. Viazanko highlighted a few changes in the Building Department, including the incorporation of new technology. They have developed a streamlined process for people to access online permitting, which will be available 24/7. He added there is a free app that can be downloaded to a smart phone to make the process even easier. Community Relations has also added a quick link to the City’s website home page, and the links provide a lot of information. A permit application can be printed out for anyone who chooses to come in and submit their permit application in person at the Building Department. He advised that plumbing, mechanical, electrical and roofing permits can be obtained online, and for a minimal fee of $8.50, they can follow six easy steps, and he outlined those steps. Inspections can also be requested online, and results will be emailed once completed. His department continues to look for ways to be more efficient and ways to elevate the services they provide.

Mr. Vanderpool stated they look forward to advancing their ecommerce and e-government efforts, and this is one more example. He concluded his report by stating that at the conclusion of tonight’s agenda, he is requesting that Council convene a Closed Session pursuant to Section 8E and H of the Open Meetings Act to consult with the City Attorney regarding two confidential written legal opinions and to discuss legal strategy in connection with the City’s pending litigation in Macomb County Circuit Court, Case No. 2017-00052-AS.

6. PRESENTATIONS

A. Mayor Taylor stated this is a yearly presentation around this time of the year to adopt a resolution recognizing May 11, 2019 as Letter Carriers Food
Drive Day in the City of Sterling Heights and encouraging residents to donate food to this worthy cause. He invited Mr. Mike Sheridan, Food Drive Coordinator for Branch 4374, to give a presentation.

Mr. Mike Sheridan stated this is their twenty-seventh annual food drive taking place the second Saturday of May, as always, in 10,000 cities across America. He appreciated the generosity of the Sterling Heights residents and stated he would like to meet his goal of collecting one pound of food per resident, or about 127,000 pounds. A Kroger bag attached to a postcard will be in the mailboxes tomorrow. He stressed they could not do this without the volunteer effort, so he encouraged residents to show up at the back of the post office on Saturday around 10:00 a.m. to 11:00 a.m. to help sort forty tons of food. The food is loaded and transported to a food warehouse in Clinton Township for distribution to over fifty food pantries throughout Macomb County, and last year, the Macomb Food Program distributed over 2.1 million pounds of food to the hungry in Macomb County. He thanked the Teamsters of Local 299, who volunteer the trucks and the drivers volunteer their time. Over the last twenty-six years, they collected 1.67 billion pounds of food nationwide. People can leave their non-perishable food items in a bag by their mailbox, to be picked up. He appreciated the Resolution recognizing this event in Sterling Heights and thanked the Council and the residents.

There were no comments from anyone in the audience.

Moved by Sierawski, seconded by Schmidt, RESOLVED, to adopt the resolution recognizing Saturday, May 11, 2019 as Letter Carriers Food Drive Day in the City of Sterling Heights and encouraging residents to donate food to this worthy cause.

Mayor Pro-Tem Sierawski urged residents to give what they can to this worthy drive.

Yes: All. The motion carried.
7. **PUBLIC HEARINGS**

A. Mayor Tylor stated this is for the 2019/20 Budget Public Hearing and Adoption. He invited Finance & Budget Director Jennifer Varney to give a presentation.

Ms. Jennifer Varney, Finance Director, provided a summary of the budget highlights. The proposed budget was submitted to City Council on March 29, 2019, and has been available for public inspection, with budget workshops held on April 9 and April 23 to review the proposed spending plan. The proposed City budget totals $246.8 million, and she displayed a chart with the breakdown of the major funds.

Mayor Taylor opened the public hearing and invited comments from the audience.

- Mr. Charles Jefferson – suggested metal detectors in City Hall.
- Ms. Mary Marcinak – suggested designating money for fire hydrants to be painted and ensuring they work.
- Mr. Theron Sevarna – is happy with the new tennis court surface.
- Mr. Harry Marchlones – felt continuous special millages indicate City needs more money to operate their excellent departments.

Mayor Taylor closed the public hearing.

Moved by Ziarko, seconded by Sierawski, **BE IT ORDAINED, to adopt the Annual Appropriations Ordinance, as amended, for the 2019/20 fiscal year with the following property tax millage rates:** 9.4940 mills for Operations, 1.0038 mills for Refuse Collection, 2.1984 mills for Police & Fire Pension, 2.4505 mills for Safe Streets, 0.9506 mills for ReCreating Recreation and 0.01096 mills for Public Improvements (Proposal F) for a total property tax levy of 16.2069 mills.

Councilwoman Ziarko thanked everyone responsible to help them get to the point where they can approve this budget. She understood Mr. Marchlones' comments, especially about Safe Streets, but because of the Headlee Amendment, they know Safe Streets will most likely be perpetual and they will have to renew it periodically. She pointed out that it is still the decision of the residents, the Council has taken the City as far as they can go with the millage
rates, and for anything else, she felt the residents will need to approve those expenditures just like they did for Safe Streets and ReCreating Recreation.

Councilman Radtke agreed with Councilwoman Ziarko that Safe Streets is here to stay, so he recommended Council consider a ten-year renewal rather than having a vote on it every six years.

Mayor Taylor thanked all City Administration, especially Ms. Varney, in their hard work on this budget. He appreciated Ms. Varney’s leadership and stewardship of this process. He added that a year ago, the Council came forward and proposed an increase for the roads, and although it was necessary last year, he is proud of Council for keeping their word and rolling the taxes back to the rate they were at in 2017. He felt this year’s budget accurately reflects their priorities, and he is confident this is a good budget for which the residents can be proud.

Yes: All. The motion carried.

B. Mayor Taylor stated this is to consider the application by Ultimate Hydroforming, Inc. for an Industrial Facilities Tax Exemption Certificate (IFEC) at 42605 Van Dyke Avenue. He invited Senior Economic Development Advisor Luke Bonner to give a presentation.

Mr. Bonner explained the applicant, Ultimate Hydroforming, is one of the leading manufacturers and has grown considerably. They have established a multi-building campus now encompassing six buildings, and they are applying for an Industrial Facilities Tax Exemption Certificate (IFEC) for 42605 Van Dyke, which was brought before Council in 2017 as a speculative building. This project shows the need for industrial buildings in the area and the fact that speculative buildings serve a great purpose. He provided some background on Ultimate Hydroforming, a diverse manufacturing company, from military to aerospace to automotive. He informed the total investment in this project is $5.4 million. The application reflects five new jobs; however, he noted the owner has indicated they plan on greatly increasing that number, potentially this year. He explained the empty building generated about $54,000 in
property taxes each year since 2017, and as a result of this investment, there will be an additional $18,000 of city tax revenue, and about $165,000 of taxes generated over the term of the IFEC, which is recommended for nine years. He anticipated that, based on job creation numbers, they may be back in the future requesting an extension. He introduced Mr. Shane Klyn, President of Ultimate Hydroforming.

Mr. Shane Klyn provided a brief history of their business, which started in 1979 as a prototype shop. They have diversified to meet their demands and those of their customers, which have grown to the point they cannot do it without the commitment from the City of Sterling Heights. He assured they have no plans to leave the City, and he acknowledged his appreciation for what the City has done for their company. He invited City Council to visit their site to see their capabilities and how they have grown from primarily small numbers of prototypes to more of a production environment, building about 3,000 prototype vehicles. He informed they have had thirteen hires in the last three months, with another twenty-five more anticipated. They have added two programs totaling about $12 million, with opportunities to triple that number. He noted they are a small company, being a $35 million shop, but he stressed steps like this will take them to the next level. He thanked the City for their support.

Mayor Taylor opened the public hearing for public comments.

- Mr. Charles Jefferson – questioned percentage of new hires that will be Sterling Heights residents and how many will be minorities.

Mayor Taylor closed the public hearing.

Moved by Schmidt, seconded by Ziarko, RESOLVED, to adopt the resolution approving the application by Ultimate Hydroforming, Inc. for an Industrial Facilities Tax Exemption Certificate at 42605 Van Dyke Avenue, Parcel #10-10-09-200-046, for a period of 9 years in accordance with the guidelines established by City Council, and the Mayor and City Clerk are hereby
Councilwoman Schmidt appreciated Ultimate Hydroforming, Inc. expanding their business within the City. She anticipated they will have everything from entry-level positions to skilled trades to engineering, and as far as people applying for those jobs, she imagined they will be open to everyone. She is encouraged by their expansion and investment in the City, and she looks forward to their success.

Councilman Radtke appreciates Mr. Klyn’s investment in the City, and he indicated he will be voting in favor of this request. He pointed out, however, that between City and school taxes, they are abating $532,000 over nine years, and he felt the Council needs to start looking at a Community Benefits Agreement for these abatements. He noted the City goes to the residents for tax increases to pay for Safe Streets but yet abating large amounts of taxes for businesses. He is glad they can help great businesses but how those businesses can help contribute to the community a little more. He reiterated he is in support of this request.

Mayor Taylor thanked Mr. Klyn and his company for their continued investment, and he looks forward to their continued success.

Yes: All. The motion carried.

8. **CONSENT AGENDA**

Mayor Taylor stated this item is consideration of the Consent Agenda, and he invited public comments.

- Ms. Mary Marcinak – regarding Item 8-L, questioned whether this will have any negative impact on a required masonry wall.

Moved by Koski, seconded by Ziarko, **RESOLVED**, to approve the Consent Agenda as amended:

A. To approve the minutes of the Special Meeting of April 9, 2019.
B. To approve the minutes of the Regular Meeting of April 16, 2019.
C. To approve payment of the bills as presented: General Fund - $624,628.58, Water & Sewer Fund - $2,300,950.99, Other Funds - $3,278,830.68, Total Checks - $6,204,410.25.
D. **RESOLVED**, to approve the purchase of maintenance, repair, operating supplies, and library materials from Amazon Services, LLC, 325 9th Avenue N., Seattle, WA 98109, at pricing available through the U.S. Communities Government Purchasing Alliance, contract #R-TC-17006, through January 18, 2022.

E. **RESOLVED**, to:
   a) Purchase two (2) 2019 Ford Interceptor Utility Police Pursuit AWD vehicles from Bartow Ford, 2800 US Hwy North, Bartow Florida 33830, in the cumulative amount of $62,208.00; and
   b) Authorize a budget amendment of $62,208 from General Fund Reserves.

F. **RESOLVED**, to award the bid for materials and services for removal and replacement of fencing to RMD Holdings, Ltd., d/b/a Nationwide Construction Group, 69951 Lowe Plank Road, Richmond, MI 48062, at unit pricing bid for a two-year period, and authorize the City Manager to extend the bid award two additional one-year periods, upon mutual consent.

G. **RESOLVED**, to award the bid for sewer maintenance supplies to Core & Main, 6575 23 Mile Road, Shelby Township, MI 48316, at unit prices bid for a one-year period.

H. **RESOLVED**, to receive the report of the Purchasing Manager pursuant to City Code §2-221(B) regarding the emergency purchase of an 8” Flygt 35HP, 460V submersible pump from Kennedy Industries, Inc., 4925 Holtz Drive, PO Box 930079, Wixom, MI 48393, in the amount of $32,550.

I. **RESOLVED**, to receive the report of the Purchasing Manager pursuant to City Code §2-221(B) regarding the emergency purchase of a 6” Flygt 10 PH, 230 V three-phase submersible pump from Kennedy Industries, Inc., 4925 Holtz Drive, PO Box 930079, Wixom, MI 48393, in the amount of $15,765.

J. **RESOLVED**, to:
   1) Purchase 550 ReadyVote voting booths from C.R. Daniels, Inc., 3451 Ellicott Center Drive, Ellicott City, MD 21043, ad a cumulative cost of $53,364.20; and;
   2) Authorize a budget amendment of $21,364.20 from General Fund Reserves.

K. **RESOLVED**, to approve final payment to Cadillac Asphalt, LLC, 1785 Rawsonville Road, Belleville, MI 48111, in the amount of $111,691.12, plus interest on retainage, for Dodge Park Road Resurfacing, 15 Mile Road to Metropolitan Parkway, City Project #18-304, and 15 Mile Road Resurfacing, Mustang Drive to Schoenherr Road, City Project #18-314.

L. **RESOLVED**, to direct the City Attorney to prepare the necessary agreement to vacate a portion of the existing 12' water main easement for the proposed Chaldean Community Foundation building addition at 6301 15 Mile Road in Section 30; PSP18-0030, EG18-0024 and the Mayor and City Clerk are hereby authorized to sign the agreement on behalf of the City; and

**RESOLVED**, that City Council indicates no objection to the issuance of a building permit for the Chaldean Community Foundation building addition at 3601 15 Mile Road in Section 30; PSP18-0030, EG18-0024 and subject to the following:
   1) That site plans and building plans be approved by City Administration, prior to issuance of a building permit;
   2) That Applicant pay all costs incurred by the City in the preparation of the easement vacation document(s), including attorney fees; and
   3) That applicant agrees in writing to indemnify and hold the City, its officers and employees harmless from all damages to persons or property arising from construction activities in the existing easement prior to completion of the vacation process.
M. **RESOLVED**, to set a public hearing on Tuesday, June 4, 2019 at 7:00 p.m. regarding the application by Des-Claw, LLC to transfer Industrial Facilities Exemption Certificate #2016-103 held by Ric-Man Construction, Inc., 16 42600 R. Mancini Drive.

N. **RESOLVED**, to accept the proposal by LGC Global Energy FM, LLC, 7310 Woodward Avenue, Suite 500, Detroit, MI 48202, for managed janitorial services for a three-year period, with an option to extend the terms and conditions of the proposal for two (2) additional three (3)-year terms upon mutual consent, and authorize the City Manager to sign all required documentation on behalf of the City, subject to review and approval by the City Attorney.

O. **RESOLVED**, to set a special City Council meeting for Tuesday, May 21, 2019 at 6:00 p.m. for the purpose of recognizing 2019 recipients of scholarships awarded by the Community Foundation.

Yes: All. The motion carried.

9. **CONSIDERATION**

A. Mayor Taylor stated this is to consider a First Amendment to Amended and Restated Conditional Rezoning Agreement for property situated on the north side of 15 Mile Road, west of Ryan Road, in Section 30, Case No. PZ18-0002 – The Chaldean Community Foundation. He invited City Planner Chris McLeod to give a presentation.

Mr. McLeod stated at the last City Council Meeting, there was discussion at a public hearing regarding the potential waiving of the wall requirement for the Chaldean Foundation on the north side and west side of their development. At that meeting, the City Council postponed action to this meeting specifically to allow the applicant an opportunity to address concerns raised by Council and residents. He advised that the petitioner is continuing to work towards a solution that will hopefully meet the needs and goals of both City Council and the residents, and he has requested additional time to do so, so he would like a postponement to the June 4, 2019 meeting.

Mayor Taylor opened the floor for comments from the audience.

- Mr. Michael Lukasik – resident of Palmer Woods North, the abutting condominium complex, opposed to wall waiver. Submitted petitions signed by residents of the condominium complex, in opposition of the wall waiver and location of the dumpsters. He noted members from the Chaldean Foundation were soliciting signatures in favor of the wall waiver in a gated community where solicitation is not allowed, and he urged Council to vote in favor of the taxing residents.
- Ms. Vivian Remsey – opposed to wall waiver and dumpster location; felt they need to follow the ordinance. She had no objection to the use of the center but would like the wall.
Mr. David Walker – opposed to wall waiver and felt they should adhere to ordinance requirements. He felt if they could pay for the property and the development, they can pay for the required wall.

Ms. Anna Lukasik – concerned about noise and odors on their abutting residential properties. She voiced concern that the dumpsters are emptied between 5:30 a.m. and 6:00 a.m. and felt that the Council should be on the side of the taxpaying residents. She expressed concern that neighbors have witnessed rats in the area and suspected it is from the dumpster.

Ms. Jazmine Early – stressed residents want the wall, and although this is a great project, the ordinance should be followed and a wall put up.

Ms. Mary Marcinak – complained about a rat problem in the subject area and felt a wall would be safer for residents. She urged Council to deny the wall waiver or repeal the ordinance requiring walls if they are going to grant waivers.

Moved by Radtke, seconded by Ziarko, RESOLVED, to postpone consideration of the First Amendment to Amended and Restated Conditional Rezoning Agreement for property situated on the north side of 15 Mile Road, west of Ryan Road, in Section 30; Case No. PZ18-0002 to the June 4, 2019 regular meeting.

Yes: All but Yanez, who expressed opposition. The motion carried.

10. COMMUNICATIONS FROM CITIZENS
   • Ms. Ernestine (“Terri”) Boggio – Grace Christian Church sponsoring a Bikes, Cars & Guitars Show on July 20, 2019 from 9 a.m. to 4 p.m.; outlined some of the anticipated events.
   • Mr. Theron Sevarna – Haff Barn that was torn down and future development on the site; interested in purchasing city bonds.
   • Mr. Harry Marchlones – contaminated water going into rivers and lakes; stormwater retention plans should be considered by Planning Commission along with site plans.
   • Mr. Charles Jefferson – opening of Polish Market; trade skills and job fairs for the trades in Sterling Heights; metal detectors in City Hall.

11. REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL
   Mr. Vanderpool addressed a resident’s question regarding a utility line easement relocation, and he indicated that is fairly standard in developments.

He indicated it would not interfere with other structures, and if it did, those structures would have to be modified or altered accordingly to make sure the easement relocation could be accommodated. He explained that, with regard to the question from a citizen about the Haff Barn that was torn down, there is a new development going on that property. He acknowledged that, although it is a shame to see a long-standing structure come down, the property owner has the right to use his or her property to the highest and best use. Mr.
Vanderpool stated that Srodek Market is partially open, and he anticipated the other portion will be opening soon, with the final component open in the next year. With regard to the citizen’s comment about teaching job skills for the trades, Mr. Vanderpool stated that Macomb Community College, Warren Community Schools and others do an outstanding job providing trade educational opportunities and certifications through very robust programs. He encouraged anyone interested in those vocations to visit their websites. With regard to the citizen’s comment about implementation of metal detectors at City Hall, he explained Administration has reviewed that in the past, and they feel having police officers present at the City Council meetings affords the protection necessary. He added they are outstanding and are on guard to keep everyone safe. He noted that metal detectors, while they sound good, involve a number of logistical issues and costs involved.

Councilman Radtke appreciated Mr. Marchlones’ concerns about draining rainwater, especially from non-porous surfaces. He recalled at the budget hearings, he requested Ms. Varney to come back and talk about a rainwater drainage fee that could possibly be put in place for commercial businesses. He noted some other cities, including the City of Troy, have implemented these fees. He stated he is not for or against it at this point but felt it is something that should be investigated.

Councilman Yanez thanked everyone who came out for Pride and SHINE Day, noting they had a good turnout and were able to work on about thirty properties in none day. He commended Mr. Vanderpool for his hard work, and he stated he is proud of the City and its volunteers who step up to the plate every day.

13. **UNFINISHED BUSINESS**
   There was no unfinished business.

14. **NEW BUSINESS**
   There was no new business.

15. **CLOSED SESSION**
   Mr. Kaszubski stated there are three items for Closed Session this evening.
Moved by Ziarko, seconded by Schmidt, **RESOLVED**, to adjourn into Closed Session.

Yes: Taylor, Yanez, Ziarko, Koski, Radtke, Schmidt, Sierawski.

No: None. The motion carried. The meeting recessed into Closed Session at 8:18 p.m.

The meeting reconvened at 9:12 p.m.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, to authorize the City Attorney to pursue all available remedies to abate the nuisance conditions and code violations existing at 15032 Rohan Drive and 2767 Pall Mall Drive.

Yes: All. The motion carried.

16. **ADJOURN**

Moved by Ziarko, seconded by Sierawski, to adjourn the meeting.

Yes: All. The motion carried.

The meeting adjourned at 9:14 p.m.

________________________________________

MELANIE D. RYSKA, City Clerk
EXPENDITURES FOR THE MEETING OF
May 21, 2019

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AGENDA STATEMENT

Item Title: To purchase a PumpCon control panel and related parts for installation at the East Hampton Retention Pond (Total cost of $34,960).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:
- MR City Clerk
- JV Finance & Budget Director
- MK City Attorney
- MV City Manager

Executive Summary

The Department of Public Works (DPW) has determined the control panel at the East Hampton Retention Pond located on University Drive is in need of replacement after 45 years of operation. The East Hampton Retention Pond services a large residential area north of 17 Mile Road, west of Mound Road. The control panel monitors water levels and operates pumps that remove storm water from the retention pond. The proper movement of storm water into and out of the retention pond is essential to preventing flooding in residential homes in the area.

For reasons of compatibility, operating efficiencies, and familiarity of the staff, the DPW has standardized the purchase and installation of control panels using the PumpCon duplex model. This control panel is compatible with the Flygt pumps installed and in use at all City detention ponds, retention ponds, and lift stations. Standardization is efficient as DPW personnel is able to quickly source parts and supplies from one local vendor and insures continued operation of these critical storm water control facilities. PumpCon control panels are built to order and are available only through Kennedy Industries, Inc., the exclusive dealer / distributor of PumpCon and Flygt Products in Michigan. The DPW has purchased control panel parts and Flygt pumps, parts, maintenance and repair services from Kennedy Industries, Inc. with positive results.

Funding for the replacement of the East Hampton Retention Pond control panel was included in the Fiscal Year 2018/2019 budget.

Suggested Action:

Resolved, to approve the purchase of the PumpCon control panel and related parts from Kennedy Industries, Inc., 4925 Holtz Drive, Wixom, MI 48393, at a cost of $34,960.
GENERAL INFORMATION:

The Department of Public Works is seeking approval to purchase a replacement control panel for the East Hampton Drive Retention Pond located on University Drive. The requested control panel is custom made with delivery expected in 6 weeks after order placement. Installation will be handled by the City’s electrical contractor, LaBelle Electric Services, Inc. with the assistance of the DPW.

Funding for the purchase of the East Hampton Retention Pond control panel replacement was included in the Fiscal Year 2018/2019 budget, account 43700700 (Capital Projects Fund – Capital Outlay) 988000 (Construction).

STAFF ANALYSIS AND FINDINGS:

The Department of Public Works is responsible for the operation and maintenance of control panels installed at nineteen (19) locations were the City has developed retention, detention, and lift stations. Use of one brand of control panel provides the greatest degree of compatibility and allows the DPW to rapidly repair switches, relays, and controls without delay. Timing is paramount as these facilities enable the City to prevent back-ups of storm water and sewage during peak flows.

City Code §2-217(A)(5) provides:

(A) Competitive bids shall not be required with respect to the following purchases unless otherwise required by law:

(5) Sole source supplies and services.

The PumpCon control panel is custom manufactured to order by PumpCon International, Inc. located in Conway, Arkansas, and sold and serviced through a nationwide network of dealers, of which Kennedy Industries, Inc. of Wixom MI is the exclusive sole source dealer / distributor for the state of Michigan.

The DPW has repeatedly purchased control panel parts and Flygt pumps, parts and services in the past from Kennedy Industries with excellent results.

Please see the attached departmental recommendation, sole source letter, and supporting documentation for additional information.

STAFF RECOMMENDATION:

Please refer to the Suggested Action on the accompanying Agenda Statement.
Notification list:
Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393
Keith Sikaitis, Municipal Sales
ksikaitis@kennedyind.com
Date: April 30, 2019

To: Jared Beaudoin, Purchasing Manager

From: Erik Skurda, Operations Manager

Subject: Recommendation – East Hampton Retention Pond Control Panel and Related Equipment

East Hampton retention basin is located in the large residential neighborhood north of 17 Mile and west of Mound. The retention basin is designed to divert storm water from over a square mile area directly to the Moore Drain. Typically, during wet weather seasons, it is estimated this pumping station diverts hundreds of thousands gallons of water in a single rain event.

The Department of Public Works (DPW) has determined the East Hampton retention basin, located on University Drive, control panel and related equipment dating back to 1974 is in need of updating. The existing control panel that is used to operate the Flygt pumps has exceeded its useful life. Updating the panel and related equipment will allow DPW staff to diagnose and repair failures within a reasonable timeframe. The current control panel configuration has several outdated components that cause inefficient operations and make it extremely difficult to obtain the appropriate replacement parts ultimately increasing the risk of storm water flooding conditions. Updating to a new PumpCon control panel will continue DPW’s needs in creating consistent sets of equipment used to operate several retention basin pump stations.

Kennedy industries is the sole authorized representative of PumpCon panels and Flygt pumps for the state of Michigan. Utilizing this equipment combination creates uniformity and seamless operation for these valuable infrastructure assets. The DPW recommends purchasing the new panel configuration along with additional hardware designed to work in unison with the Flygt pumps. Configuring this set-up will optimize efficiency and ease of use during best maintenance practices.

The expenditure for the PumpCon control panel and related equipment is $34,960.00 and has been budgeted in the construction capital projects expenditure account: 43700700-988000.

C: Michael Moore, Public Works Director
Jon Orzel, Sewer Division Supervisor
WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

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<td>(2) GUIDE RAIL SYSTEMS (1) 10&quot; DISCHARGE BASE/ELBOW AND (1) 6&quot; DISCHARGE BASE/ELBOW, 2&quot; STAINLESS STEEL GUIDE RAILS AND 2&quot; UPPER GUIDE BRACKETS. (BASED ON 21' WETWELL DEPTH)</td>
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<td>(1) DUPLEX CONTROL PANEL IN NEMA 3R STAINLESS STEEL ENCLOSURE WITH PAINTED STEEL CONTROLS ENCLOSURE TO OPERATE (1) 10 HP PUMP AND (1) 15 HP PUMP BASED ON 3 PHASE, 230 VOLT. INCLUDES CIRCUIT BREAKERS, MOTOR STARTERS, TVSS, PHASE MONITOR, CONTROL TRANSFORMER, ELAPSED TIME METERS, GFI RECEPTACLE, H-O-A SWITCHES, RUN LIGHTS, PILOT LIGHTS, SEAL FAIL AND HIGH TEMP RELAYS AND PANEL HEATER.</td>
<td>NET PRICE INCLUDES FREIGHT, BUT NO TAXES: $19,830.00 TOTAL</td>
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<td>(2) TROY FLAP GATES CAST IRON CONSTRUCTION, EPOXY COATED - (1) 10&quot; AND (1) 6&quot;</td>
<td>NET PRICE INCLUDES FREIGHT, BUT NO TAXES: $947.00 TOTAL</td>
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WE DO NOT INCLUDE: INSTALLATION, CONDUIT, WIRING OR JUNCTION BOXES.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE OUR EQUIPMENT AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,

KEITH SIKAITIS / CINDY WOODARD
April 29, 2019

To: Keith Sikaitis- Kennedy Ind.
Ref: State Representation

From: Jamie Kissinger
E-mail: jamiek@pumpcon.com
Website: www.pumpcon.com
Phone: (501) 336-8500 EXT. 2318
Direct: (501) 499-6490

Keith,

This Letter is to certify that Kennedy Industries is the only Authorized Representative and Distributor in the State of Michigan for PumpCon Controls and Fab Systems, and Multi-Tech Solutions (MTS) Products.

Thank you.

Jamie Kissinger
Sales and Solutions
AGENDA STATEMENT

**Item Title:** To purchase a pre-fabricated, vault-style, flushable restroom facility for installation at Joseph J. Delia, Jr. Major Park (Total cost of $107,465).

**Submitted By:** Office of Purchasing

**Contact Person/TelephoneNumber:** Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

**Administration Approvals:**

- MR City Clerk
- JV Finance & Budget Director
- MK City Attorney
- MV City Manager

**Executive Summary**

On April 2, 2019, City Council awarded a bid for neighborhood parks improvements at Joseph J. Delia, Jr. Major Park. The improvements include the City's two-acre dog park, youth soccer fields, and tennis court lighting to be installed on the east side of Delia Park off Ryan Road. This location is also the site for a proposed public restroom for park patrons visiting the dog park, watching youth soccer, or playing tennis. The Parks & Recreation Department completed an exhaustive due diligence process to assess options for the new restroom facility. A traditional restroom facility was cost prohibitive due to the lack of sanitary sewer lines in close proximity to the proposed site. To install sanitary sewer at this site would drive the project cost well over $200,000 due to current construction pricing. The Parks & Recreation Department opted to vet vaulted restrooms that involve installation of an underground vault that collects the waste and is periodically pumped out. The restroom housing is prefabricated and installed over the vault creating a seal.

Green Flush Technologies is the exclusive manufacturer of a vaulted, “flushable,” prefabricated restroom structure in the United States. The prefabricated structure will house two separate unisex restrooms, one of which will be ADA compliant. Both restrooms will include a sink with hot and cold running water, low water use flushable toilet, urinal, baby changing station, and lighting. The restroom facility will be connected to City water and electrical power supply. There is no sanitary sewer connection, but the prefabricated concrete vault will be installed below the restroom facility and provide a 2,700 gallon capacity. The vault capacity will allow up to 5,000 flushes before requiring a pump out. Importantly, the restroom facility will not have the typical odor found in standard waterless vault and portable toilets. The restroom facility will receive daily cleaning and resupplying of consumables. The storage vault will need to be pumped out on an as needed basis, depending on use.

The restroom facility will be constructed in Indiana and shipped pre-fabricated to Delia Park for installation. A Green Flush Technologies representative will be on-site to assist with the install by the City’s contractor for the Delia Park Improvements, Warren Contractors & Development, Inc.
City Administration is recommending the sole source purchase of the Green Flush Technologies Durango restroom.

Please refer to the attached staff report, purchase recommendation from Parks & Recreation Director Kyle Langlois, and supporting documentation for additional information.

**Suggested Action:**

Resolved, to purchase a Durango II pre-fabricated, vault-style, flushable restroom facility, including delivery and on-site installation support, from Green Flush Technologies, LLC, 10308 SE 15th Street Vancouver, WA 98664, at a total cost of $107,465 and authorize the City Manager to sign all required documents on behalf of the City.
GENERAL INFORMATION:
The Parks & Recreation Department is seeking approval to purchase a vault style, flushable, pre-fabricated restroom from Green Flush Technologies, LLC, the exclusive vendor for this model of restrooms.

Funding for the restroom is included in the Recreating Recreation budget, account 26775753-972795.

STAFF ANALYSIS AND FINDINGS:
City Code §2-217(A)(5) provides:

(A) Competitive bids shall not be required with respect to the following purchases unless otherwise required by law:

(5) Sole source supplies and services.

Green Flush Technologies, LLC is the only manufacturer of the Durango flushable restroom facility. While other manufacturers market vaulted restroom facilities, these models do not offer flushable toilets and urinals. This option provides the best environment for patrons using Delia Park’s amenities, while keeping the project cost within budget.

The Durango restroom is designed with two separate unisex restrooms. Both restrooms will have toilets, urinals, sinks, hand dryers, mirrors, baby changing stations, lighting and skylights. One restroom with have ADA accessible fixtures.

The restroom and foundation will be pre-fabricated in Indiana and trucked to Sterling Heights. The pre-fabricated wastewater storage vault acts as the foundation and is installed below grade. The pre-fabricated restroom is placed on top of the vault foundation. Access to the restroom is at grade. Potable water and electricity will also be connected to the restroom facility. The vault is periodically pumped out to remove waste.

Please see the attached documents for additional information:
- Departmental Recommendation
- Quote from Green Flush Technologies, LLC with Sole Source Letter
- Floor Plan and Elevation, Foundation Plan
- Factory Build Specifications
- Green Flush Technologies, LLC - Terms and Conditions

STAFF RECOMMENDATION:
Please refer to the Suggested Action on the accompanying Agenda Statement.
Notification list:
Green Flush Technologies, LLC.
1420 North Columbia Ridgeway
Washougal, WA 98671
Ken Earlywine, Co-Owner
ken@greenflushrestrooms.com
Date: April 2, 2019

To: Jared Beaudoin, Purchasing Manager

From: Kyle R. Langlois, Parks and Recreation Director

Subject: Vault Style Restroom Recommendation

As you know, the residents of Sterling Heights approved the Recreating Recreation millage in November 2016, bringing a diverse mix of new recreational amenities and renovated facilities to the City. Over the past couple of years, the City and retained architects have brought a large majority of the scheduled projects to completion, with two more having been approved on April 2, 2019. The two projects included renovations to five restroom/pavilion buildings, as well as the renovation of Delia Park, which includes the long awaited installation of a dog park. Between the enhancements to the tennis courts, the addition of down-sized soccer fields, and the dog park, the park area that is accessible from Ryan Road lacks the necessary facilities to support the daily park activities. This was an item we had foreseen, which is why a restroom building was included in the plan. After doing a tremendous amount of research and fact finding, we have deemed that a vault style restroom building made the most sense for this area since there is no existing sanitary lines and the cost to build new structures is extremely high in today's construction climate. A restroom building of this kind involves placing a large vault in the ground that holds waste, similar to a portable toilet but on a much larger scale. The actual building is pre-manufactured, shipped in, and placed on top of the vault, which in turn acts as a foundation and seal. In turn, the vault needs to be pumped out on an occasional basis, once it reaches a full point. As we have found though, not all vault style restroom buildings are created equal.

Given this information, we are making a recommendation to forego the competitive bidding process and purchase a restroom building from Green Flush Technologies in the amount of $107,465. This includes the construction, delivery, and site installation support. Green Flush Technologies is the only company that we found through our research that provides a flushable vault style toilet system. What this means is that instead of the waste sitting in an open holding tank like a portable toilet, it is flushed with water and sealed off in the tank, creating an odor free atmosphere, which they guarantee (see attached documents). Green Flush Technologies also is the only vault style restroom that has the ability to bring in water for washing hands. All other vault restrooms companies that we found provide hand sanitizer only. As you see in the back-up information, these restrooms are unisex and will be fully outfitted with all of the amenities usually found in our park restrooms, including toilet, sink, mirror, baby changing station, and hand dryers. Even better is that these unisex models each have a urinal, which reduces the water use and extends the time in between vault pumping. Although Green Flush Technologies is not on a cooperative contract, their buildings/system are unique, making this a sole source vendor. I have attached a letter from the company supporting this claim. In addition, our architects, Dorchen Martin Associates, agree that they have not seen or heard of another company providing a
similar product. This system truly offers us the full restroom experience at less than half the price of a new built traditional restroom building.

In closing, I recommend the purchase of a vault style restroom building from Green Flush Technologies in the amount of $107,465. Funds are available in the Recreating Recreation budget, account 26775753-972795. Please contact me at extension 2705 if you have any questions.

Thank you!

Cc: Matthew Sharp, Park Superintendent
    Jason Castor, City Development Director
    Charlotte Keller, Dorchen Martin Associates
Quote

Client: City of Sterling Heights, MI
Project: Park Restroom
Date: 03/26/2019

Quote #SH03, valid through 05/25/19

PRODUCT DESCRIPTION

Green Flush Technology’s double unisex “Durango” model wood-frame constructed with precast concrete vault both delivered to Sterling Heights, MI ready for use after connection to electricity and pressurized potable water. Price includes metal roof, windows, tile floors with floor drains in cabins, porcelain fixtures (sinks, toilets, and urinals), electric cove heaters, water heater, interior and exterior lights, hand dryers, baby changing tables, mirrors, and hollow metal doors. Interior cabin walls are finished with FRP. Exterior walls are finished with 3’ high Country Ledgestone wainscot and painted lap siding.

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Site work and sales tax are not included
October 5th, 2018

Kyle Langlois
City of Sterling Heights, Michigan

Dear Kyle:

Green Flush Technologies LLC manufactures self-contained restroom buildings that come equipped with flush toilets and sinks. All of our restrooms are ADA compliant and are modular manufactured to meet the needs of our customers. To our knowledge, we are the only company in the United States that is making this particular product commercially available.

We have been actively selling and promoting our restrooms since we established our business in August of 2010. We have had business dealings and interactions with over a dozen companies that manufacture modular buildings. None of them produce a product like ours and all of them indicated they had never heard of anyone making self-contained flush restroom buildings available other than us. Considering our familiarity and research with the modular restroom industry, it is highly unlikely that such restrooms are being domestically manufactured at this time. There are similar products available such as restroom trailers but those are not designed to be set in ground as permanent structures.

Our unique restroom system now falls into the category of public domain and is therefore not patentable. However, we are still the only company offering the kind of restrooms that we manufacture. If you or any of your colleagues have any questions or wish to speak with me further on this issue please do not hesitate to contact me.

Sincerely,

Ken Earlywine
Co-Owner, Green Flush Technologies
NEW DURANGO RESTROOM, STERLING HEIGHTS, MI.

WASTE WATER CAP.: 2,700 GAL. / 5,600 USES.
SITE PREP. DRAWING, NEW DURANGO RESTROOM, STERLING HEIGHTS, MI.

Green Flush Technologies

N.T.S.
VAULT RESTROOM FLUSH EXPERIENCE

WHAT IS A VAULT TOILET?

Why Have This?
Green Flush Technologies has combined the advantages of flush restrooms with the self-containment feature of vault toilets. We make vault toilets that flush! Park visitors always prefer flush restrooms with sinks instead of vault toilets. They often find the portable vault toilets and the permanent concrete vault toilets offensive. Our innovation is that our flush restrooms use an astonishing 70% less water than conventional flush restrooms. Because they are flush restrooms they do not have the offensiveness of vault toilets making them the obvious choice over vault toilets. The extreme water conservation of our public bathrooms not only makes them "green" but means that on-board storage of sewage is now practical. Water, sewer, and power connections are not needed for our restrooms allowing them to easily be installed and operate virtually anywhere.

BUILDING YOU AN AFFORDABLE FLUSH RESTROOM

Making an affordable flush restroom starts with eliminating the need for running utility services to the site. These utilities can often cost more than the restroom itself. Our flush restrooms have starting prices that are close to dry vault toilets and are less than compost restrooms. Additionally, there are no tap fees or monthly service charges from utility providers. Our restroom design has a proven track record of dependability and low maintenance.
ODOR FREE GUARANTEE

Like all flush restrooms, ours are designed to never smell - not inside and not outside. Modern vault and compost toilet designs may reduce odors, but examples of these systems being highly offensive are commonplace. In contrast, we literally guarantee our buildings to be odor free.
ADA COMPLIANT FLUSHABLE VAULT TOILETS
1. **Agreement.** This Agreement consists of both the Contract and these Terms and Conditions as is between Green Flush Technologies, LLC (the “Seller”) and the City of Sterling Heights (the “Buyer”).

2. **Scope of Services.** This Contract is for the fabrication and delivery of a Durango model flush restroom building, with precast vault, as described in the Seller’s Quote #SH03, dated March 26th, 2019, (the “Product”).

3. **Purchase Price & Payment Terms.** The purchase price for the Product, shall be $107,465.00 (One hundred seven thousand, four hundred sixty-five dollars and no cents). Unless otherwise stated, all applicable duties or federal, state or local taxes that are, or may hereafter be, applicable are separate and not included in the Purchase Price. Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller’s costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office. Seller shall begin manufacturing the Product after receiving the approval of the plans and specifications by the local building department and upon receipt of payment equal to an additional 10% of the Purchase Price. Within 21 calendar days of the notice by the Seller that the Product is ready for delivery, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warrantee work is completed. Monies held for warrantee work shall not be in excess of the actual cost of the warrantee work. The purchase and payment terms herein shall be controlling over any other document. The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1.5% interest per month.

4. **Cancellation; Termination.** Buyer may cancel or modify the Contract prior to fabrication of Product upon written notice to Seller and provided that Buyer has paid Seller for all reasonable charges for expenses incurred and commitments made by the Seller up to the date of such modification or cancelation. Buyer cannot cancel or modify Contract after Seller has started fabrication of Product without Seller’s written consent and the payment by Buyer to Seller of all direct costs and economic damages incurred due to such cancelation or modification.

5. **Force Majeure.** In the event the completion of the Product under the Contract is prevented or delayed due to weather, fire, accident, natural disaster, theft, labor strikes, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, completion of work shall be delayed until a later date that is agreed to by the parties. Under no circumstances will Seller bear any liability for such act, the delay such act creates, or damages caused by such act.
6. **Delivery and Installation.** The Seller shall make reasonable accommodation to the Buyer to have access to the restroom either in person or through electronic media to inspect the restroom before shipment. However, any costs incurred by said accommodation(s) shall be borne by the Buyer. Seller will deliver the Product to Buyer's specified location. Seller shall be responsible for repairs due to any shipment or transport damage to the restroom building provided such damage is noted on the delivery documentation given to the Buyer upon arrival and prior to unloading the restroom from the delivery vehicle. Buyer shall be responsible for any damage to the buildings or vaults that occurs on-site and that is the result of Buyer's installation. Buyer shall provide traffic control at the delivery location, if needed. Buyer shall be responsible for preparing the site for installation per the drawing provided by the Seller including but not limited to excavation, leveling, and stabilization of receiving soils. Buyer shall also be responsible for all contracted on-site utility connections, backfilling, final grading, landscaping, hardscaping, walkways, and site cleanup.

7. **Intellectual Property.** Unless otherwise agreed upon in writing prior to receipt of Contract, Seller retains the right in perpetuity to use all Product images that are taken during construction and delivery and while the goods are in Seller's possession. The images may be used on Seller's website, in marketing materials, at trade shows, entered in industry related competitions or in any other manner as Seller decides to use such images.

8. **Confidential Information.** During the course of this Agreement, Buyer may gain possession of or access to Seller's confidential information including, but not limited to certain drawings or specifications with regard to the Product, proprietary methods and protocols, and any and all information and know-how (collectively, the "Confidential Information"). Buyer acknowledges and agrees that it has no claim, right, title, property or other interest of any kind in the Confidential Information. Buyer will not make copies or give originals of any documents that are indicated as being Confidential Information to any other persons or entities without the written permission of the Seller, which Seller may withhold at its sole discretion.

9. **Inspection.** Buyer will promptly inspect the Product upon delivery and installation and will notify Seller in writing of any nonconformity or defect within 10 days following actual installation date. Upon such notice, Seller will cure such defect or nonconformity within a reasonable period of time and will pay for any repair costs. However, such defect or nonconformity will not relieve Buyer of its obligation to pay Seller the remainder of the Purchase Price, delivery, installation, taxes, duties, or other costs owed, except as noted in paragraph 3 above.

10. **Express Warranty.** Seller warrants for a period of one year after date of invoice that all Products shall be free of any defects in workmanship and materials and, except as stated below, will conform to the specifications stated or referred to in the Contract. No warranties exist beyond the specifications stated or referenced in this Agreement. Seller will replace or repair any goods or component that are found to be defective or nonconforming provided that Buyer gives Seller written notice of the defect or nonconformity within the warranty period and the notice given specifies the defect or nonconformity with reasonable particularity. If practical, Buyer will return defective or nonconforming goods or components F.O.B. to Seller's manufacturing facility and accept the same as repaired or the replacement F.O.B. at Seller's installation site. Repair or replacement shall be at Seller's sole option. Notwithstanding the foregoing Seller may elect to terminate all of its obligations
and liability to Buyer, including the obligation to repair or replace, by refunding the purchase price to Buyer if Seller determines that repair or replacement cost may exceed the purchase price.

11. **WARRANTIES AND REPRESENTATIONS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF THE PRODUCT OR DELAY IN SELLER'S PERFORMANCE UNDER THIS AGREEMENT NOR SHALL SELLER BE LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE, INCLUDING TORT AND STRICT LIABILITY. ALSO, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR MALFUNCTION RESULTING FROM BUYER'S MODIFICATION OF THE PRODUCT OR FAILURE TO PROPERLY MAINTAIN THE PRODUCT IN ACCORDANCE WITH SELLER'S RECOMMENDED OPERATION, MAINTENANCE, AND SERVICE GUIDELINES.**

12. **EXCLUSION OF IMPLIED WARRANTIES. AS A MATERIAL PART OF THE BARGAIN, ALL IMPLIED WARRANTIES, (NOT INCLUDING EXPRESS WARRANTIES AS LISTED IN SECTION 10 AND INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EXCEPT IMPLIED WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, ARE EXCLUDED AND BUYER EXPRESSLY WAIVES ANY CLAIM OR REMEDY BASED THEREON.**

13. **Miscellaneous.** Any dispute between the parties shall be submitted by the complaining party to the Arbitration Service of Portland and shall be resolved in accordance with the rules of the Arbitration Service of Portland. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to affect the scope or intent of this Agreement nor the meaning of any of its provisions. This Agreement is personal to the specific parties and neither party may assign or transfer its rights, obligations, and responsibilities under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to the identity of its drafter. This Agreement sets forth the entire, integrated understanding and Agreement of the parties with respect to the independent contractor relationship between them, incorporates all of the terms, covenants and conditions agreed to by the parties, and is controlling. This Agreement can only be modified or amended in writing, signed by both parties. In the event of any legal action or proceeding initiated by either party in order to enforce the Agreement or any of its provisions, including arbitration, the non-prevailing party will pay all of the prevailing party’s reasonable attorneys’ fees and costs incurred in connection with such action or proceeding. If any part of this Agreement is determined by a court of competent jurisdiction to be unenforceable, all other parts of this Agreement will remain in full force and effect. The laws of the State of Washington will govern this Agreement, without giving effect to the principles of conflict of law thereof. The Courts of Clark County shall be the venue for any dispute related to this Agreement. In addition, each of the parties to this Agreement (a) consents to submit itself to the personal jurisdiction of Washington state courts in the event any dispute arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that
it will not bring any action relating to this Agreement in any other court. This Agreement may be executed in one or more counterparts, each of whom shall be deemed an original and all of which counterparts together will constitute one integrated agreement. Execution of this Agreement at different times and places by the Parties will not affect its validity as long as all the parties execute a counterpart of this Agreement. In the event of a breach of this Agreement, the non-breaching party may maintain an action for specific performance or file for an injunction against the party who is alleged to have breached any of the terms of the Agreement. Failure of either party to insist upon the strict performance of any of the Agreement’s terms and conditions, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations under the Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the Agreement’s terms. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Green Flush Technologies, LLC (SELLER)

Ken Earlywine co-owner
Representative’s Name and Title

(Signature)

4/29/19
Date

______________________________ (BUYER)

Representative’s Name and Title

(Signature)

Date

Attachments: Product specifications
ATTACHMENT A

INSURANCE AND INDEMNITY REQUIREMENTS
IV. INSURANCE REQUIREMENTS

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until required insurance within this contract has been obtained and shall keep such insurance in force during the entire life of this contract. All insurance coverages shall be with insurance carriers licensed and admitted to do business in the State of Michigan and acceptable to the City of Sterling Heights. The requirements below should not be interpreted to limit the liability of the Contractor. If any insurance is written with a deductible or self-insured retention, the Contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the Contractor's indemnification to the City of Sterling Heights. The Contractor is responsible to meet all MIOSHA requirements for on-the-job safety.

The Contractor shall procure and maintain during the life of this contract the following coverages:

**Workers Compensation Insurance** including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

**Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than $1,000,000.00 per occurrence and aggregate, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

1. Contractual Liability Coverage
3. Independent Contractors Coverage.
4. Broad Form General Liability Extensions.

**Automobile Liability** including Michigan No-Fault Coverages, with limits of liability of not less than $1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. This coverage can be waived if no motor vehicles are used in the performance of the contract.

**Additional Insured:** Commercial General Liability Insurance as described above shall include an Additional Insured endorsement as follows:

"The City of Sterling Heights, including all elected and appointed officials, employees and volunteers.

It is understood and agreed by naming the City of Sterling Heights as additional insured, coverage afforded is considered to be primary and any other insurance the City of Sterling Heights may have in effect shall be considered secondary and/or excess."
Cancellation Notice: Policies as described above, shall include an endorsement stating the following: It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Sterling Heights  
40555 Utica Road  
Sterling Heights, MI 48313

Proof of Insurance Coverage: The contractor shall provide the City of Sterling Heights at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

If any of the above coverages expire during the term of this Contract, the Contractor shall deliver renewal certificates, endorsements and/or policies to the City of Sterling Heights at least ten (10) days prior to the expiration date.
HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the City of Sterling Heights (City), its elected and appointed officials, employees and volunteer and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgements which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.

PLEASE PRINT:

CONTRACTOR NAME ___________________________ Green Flush Technologies, LLC

AUTHORIZED REPRESENTATIVE ___________________________ Ken Earlywine, co-owner

SIGNATURE ___________________________ Ken Earlywine

CONTRACTOR ADDRESS ___________________________ Kyle Earlywine

1420 N. Columbia Ridge Way

Washougal, WA 98671 360 718 7595

PHONE ________________

WITNESS ___________________________ Kyle Earlywine

DATE ___________________________ 4/29/19

E-MAIL ___________________________ Ken@greenflushrestrooms.com
AGENDA STATEMENT

**Item Title:** To purchase tables and carts for the Parks and Recreation Department at unit pricing available through The Interlocal Purchasing System (TIPS), contract #180305 (Total cost of $76,722).

**Submitted By:** Office of Purchasing

**Contact Person/Telephone:** Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

**Administration Approvals:**

- MR City Clerk
- JV Finance & Budget Director
- MK City Attorney
- MV City Manager

**Executive Summary**

The new 98,000 square foot Community Center will host a wide variety of programs and events that necessitate the placement of tables for use by patrons. In addition, the Senior Center's inventory of wooden tables is aging and in need of partial replacement.

The Parks and Recreation Department has identified metal tables manufactured by Southern Aluminum Manufacturing, Inc. as best suited for the new Community Center spaces and as replacement tables at the Senior Center. These metal tables are available for purchase at competitive pricing derived through a request for proposals (RFP) conducted by The Interlocal Purchasing System, contract #180305. In addition to the tables, the Parks & Recreation Department is proposing to purchase carts to facilitate the movement of the aluminum tables within and between the two municipal facilities. The pricing includes lifetime warranty, delivery, and savings of 53% below MSRP.

The Region 8 Education Service Center out of Pittsburg, Texas served as the host agency for the RFP which secured pricing for a diverse mix of furniture, furnishings, and services in April, 2018. After acceptance of its proposal, Southern Aluminum Manufacturing was awarded cooperative contract #180305 by The Interlocal Purchasing System. Eligible municipalities may purchase products from Southern Aluminum Manufacturing at pricing established by the cooperative contract through May 31, 2020.

Recommendation is being made to purchase tables and carts from Southern Aluminum at unit pricing available through a TIPS cooperative RFP.

**Suggested Action:**
Resolved, to purchase tables and carts from Southern Aluminum Manufacturing, Inc., PO BOX 884, Magnolia, AR 71754, at pricing available through The Interlocal Purchasing System (TIPS), contract #180305, at a cumulative cost of $76,722.
CITY OF STERLING HEIGHTS
STAFF REPORT
May 21, 2019

Prepared By: Jared Beaudoin, Purchasing & Facilities Maintenance Manager

GENERAL INFORMATION:

Cooperative purchasing is an efficient way for governmental entities to utilize combined purchasing power to obtain greater discounts for needed products and services. The Parks & Recreation Department and Office of Purchasing researched options for the purchase of tables and carts for the new Community Center and Senior Center. Recommendation is being made to purchase tables and carts manufactured by Southern Aluminum Manufacturing, Inc. and available for purchase at competitive pricing through a cooperative request for proposals issued by Region 8 Education Service Center, host agency for The Interlocal Purchasing System (TIPS).

Funding for this purchase in the amount of $76,722 is budgeted in accounts 26775753 (Recreating Recreation) 972351 (Community Center) & 26775753 (Recreating Recreation) 833000 (Equipment Maintenance).

STAFF ANALYSIS AND FINDINGS:

The new tables proposed tables will be utilized by staff and residents within the various public spaces in the new Community Center and Senior Center throughout the year. The proposed carts will facilitate movement of the tables within and between the Community Center and Senior Center.

Southern Aluminum’s proposal for furniture, furnishings, and services was accepted by the Region 8 Education Service Center out of Pittsburg, Texas on behalf of The Interlocal Purchasing System on May 25, 2019. All members of TIPS may purchase Southern Aluminum products at the competitive pricing available under contract #180305. The city of Sterling Heights is a member organization of TIPS.

The city of Sterling Heights has purchased tables from Southern Aluminum in the past with exceptional results.

Please see the attached departmental recommendation from Parks & Recreation Director Kyle Langlois.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
**Notification list:**
Southern Aluminum Manufacturing Inc.
PO Box 884
Magnolia, AR 71754
Stacie Brice, Sales
sbrice@southernaluminum.com
Date: April 16, 2019

To: Jared Beaudoin, Purchasing Manager

From: Kyle R. Langlois, Parks and Recreation Director

Subject: Table Recommendation

As you know, the residents of Sterling Heights approved the Recreating Recreation millage in November 2016, saying yes to a diverse mix of recreation amenities in the City. In addition to the multiple phases of park renovations, the millage also included the construction of a 98,000 square foot community center, located at 40250 Dodge Park Road. Although City Council approved the bid for Gleeson Constructors to build the community center, funds were not included for furnishings such as tables, chairs, workstations, etc. After looking at a number of options, we have chosen a variety of metal tables from Southern Aluminum in the amount of $76,722 including freight. Southern Aluminum is based out of Arkansas and produces a lightweight aluminum table. The specific tables chosen are known as linen-less tables because they are designed with a swirling pattern that is aesthetically pleasing, eliminating the need for a garment to cover a less than desirable table. The metal product also eliminates the possibility of splinters or water damage found with wood tables. In order to outfit the Community Center, this purchase includes a mixture of rectangle and circle tables of various sizes:

- 72" round tables for the community room
- 72" rectangle tables for the seminar room
- 36" round pedestal tables for city events can be used in either room
- 72" rectangle tables with adjustable legs for the tot room

In addition to the tables, the order will include table carts to properly store and transport tables when needed.

The quote also includes twenty rectangle tables for the Senior Center, as we have budgeted funds to replace a portion of plastic tables that are falling apart each year. The aluminum tables are more durable considering the constant use and the fact that they get put up and taken down almost daily. In addition, they will coordinate with the community center tables and can be brought over in the instance of a large event requiring more tables than what are located inside the new building.

The Parks and Recreation Department has purchased tables from Southern Aluminum for decades, which have withstood years of use in the Parks and Recreation setting, as well as throughout the city for various events and meetings. This purchase would be completed through The Interlocal Purchasing System (TIPS), of which Sterling Heights is a member entity.

In closing, the Parks and Recreation Department recommends purchasing tables of various sizes for the Community Center and the Senior Center from Southern Aluminum in the amount of $76,722 through the
TIPS cooperative. Funding is available for the Community Center tables in Recreation account 26775753-972351 ($69,223), and in account 26775753-833000 for the Senior Center tables ($7,499). Please contact me at extension 2705 if you have any questions.

Thank you!

Cc: Kristen Briggs, Recreation Supervisor
### Quotation

**Quotation Number:** 44876  
**Date:** 4/16/2019  
**Expires:** 7/15/2019  

**Sales Person:** Stacie Brice  
**sbrice@southernaluminum.com**

**Prepared By:** Lindy

---

**Quotation Prepared For:** COSHMI  
**Ship To:** COSHMI1

**City of Sterling Heights**  
**Kyle Langlois**  
P.O. Box 8009  
Sterling Heights MI 48311-8009  
USA  
**Phone:** 586.446.2705  
klanglois@sterling-heights.net

**City of Sterling Heights Parks and Recreation**  
40620 Utica Rd.  
Sterling Heights MI 48313

**Freight Carrier:** Best Way

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<tr>
<td>1</td>
<td>SA72RPHL-SS</td>
<td>72&quot; Banquet Round Alulite Linenless Swirl H Leg - Satin Swirl</td>
<td>48</td>
<td>$562.00</td>
<td>$26,976.00</td>
</tr>
<tr>
<td>2</td>
<td>TT606672RGHD-P</td>
<td>GHD Cart For 60&quot; x 66&quot; x 72&quot; Round</td>
<td>10</td>
<td>$672.00</td>
<td>$6,720.00</td>
</tr>
</tbody>
</table>
|      |             | **Loaded Cart Size:** 33" x 72 1/2"  
**Capacity:** 5 Tables |          |            |           |
| 3    | SA3072PR2L-SS | 30" x 72" Alulite Linenless Swirl Radius Edge Roman II Leg - Satin Swirl | 70       | $344.00    | $24,080.00 |
| 4    | TT306GHD-P | 30" x 72" GHD Table Truck | 10       | $619.00    | $6,190.00  |
|      |             | **Loaded Cart Size:** 33" x 78"  
**Capacity:** 10 Tables |          |            |           |
| 5    | SA36RP42KD-SS | 36" Round Alulite Linenless Swirl 42" Knock Down Pedestal - Satin Swirl | 6        | $360.00    | $2,160.00  |
| 6    | TT16KD-P | Large Knockdown Pedestal Table Truck | 1        | $592.00    | $592.00    |
|      |             | **Loaded Cart Size:** 32 1/2" x 96"  
**Capacity:** 16 Tables |          |            |           |
| 7    | SA3072PRHA3-BBS | 30" x 72" Alulite Linenless Swirl Radius Edge Adjustable H Leg 3 Heights - Bahama Blue Swirl | 8        | $382.00    | $3,056.00  |
| 8    | SA3072PR2L-GS | 30" x 72" Alulite Linenless Swirl Radius Edge Roman II Leg - Graphite Swirl | 20       | $344.00    | $6,880.00  |

---

**Subtotal:** $76,654.00  
**Estimated Freight:** $68.00  
**Quote Total:** $76,722.00

---

This quote is valid for 90 days. Freight estimate is valid for 30 days and is for Dock to Dock delivery. New customers are required to prepay their first order in full by check or credit card. After prepaying your first order, you may request Net 30 terms by submitting a credit application.

Southern Aluminum collects sales tax in states with a physical presence (nexus). If we do not collect sales tax from you, you may owe sales tax on your purchase.
The Interlocal Purchasing System
"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"

Vendor Profile

Southern Aluminum Mfg Inc
www.southernaluminum.com

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM >
PO MUST REFERENCE VENDOR’S TIPS CONTRACT NUMBER >
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

**PAYMENT TO**
ADDRESS 5 Hwy. 82 West
CITY Magnolia
STATE AR
ZIP 71753

**TIPS CONTACT**
NAME Meredith Barton
PHONE (866) 839-8477
FAX (866) 839-8472
EMAIL tips@tips-usa.com

**HUB** No

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE** No

Southern Aluminum revolutionized the folding table industry by introducing the Alulite lightweight folding banquet table. The lightweight table had the strength incorporated similar to stadium seating, and at the time, was the first and only true lightweight table offered in any

**SERVING STATES**
AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

**AWARDED CONTRACTS**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Commodity</th>
<th>Exp Date</th>
<th>EDGAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>180305</td>
<td>Furniture, Furnishings and Services (2)</td>
<td>05/31/2020</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**CONTACTS BY CONTRACTS**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>170302</td>
<td>Brian Smith</td>
<td>Strategic Account Manager</td>
<td>(870) 234-8660</td>
<td><a href="mailto:bsmith@southernaluminum.com">bsmith@southernaluminum.com</a></td>
</tr>
<tr>
<td></td>
<td>Stacie Brice</td>
<td>Strategic Account Director</td>
<td></td>
<td><a href="mailto:sbrice@southernaluminum.com">sbrice@southernaluminum.com</a></td>
</tr>
<tr>
<td>Contract</td>
<td>Name</td>
<td>Position</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>--------------</td>
<td>---------------------------</td>
<td>----------------------</td>
<td></td>
</tr>
<tr>
<td>180305</td>
<td>Brian Smith</td>
<td>Strategic Account Manager</td>
<td><a href="mailto:bsmith@southernaluminum.com">bsmith@southernaluminum.com</a></td>
<td></td>
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<tr>
<td></td>
<td>Stacie Brice</td>
<td>Strategic Account Director</td>
<td><a href="mailto:sbrice@southernaluminum.com">sbrice@southernaluminum.com</a></td>
<td></td>
</tr>
<tr>
<td>1102215</td>
<td>Brian Smith</td>
<td>Strategic Account Manager</td>
<td><a href="mailto:bsmith@southernaluminum.com">bsmith@southernaluminum.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stacie Brice</td>
<td>Strategic Account Director</td>
<td><a href="mailto:sbrice@southernaluminum.com">sbrice@southernaluminum.com</a></td>
<td></td>
</tr>
</tbody>
</table>
TIPS VENDOR AGREEMENT

Between __________________________ and __________________________

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180305 Furniture, Furnishings and Services (2)

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Page 1 of 12
Terms and Conditions

Freight
All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “$0” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions
All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements
All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status
A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.
Page 2 of 12
Assignments of Agreements
No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures
1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements
The Agreement with TIPS is for a two (2) year term with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement’s legal effect. Example: If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

Automatic RenewalClauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

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TIPS VENDOR AGREEMENT
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Shipments
The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices
The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating “Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments
The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing
The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees
Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the “Submission Report” section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.
Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney’s fees, arising out of, or resulting from, Vendor’s work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor’s work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney’s fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards
TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation’s specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax
By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.
Termination for Convenience
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures
Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO “Agreement Number”. Order is emailed to TIPS at tipspo@tips-usa.com.
- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement
If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor’s Agreement documents shall not become part of TIPS’s Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses
Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation
If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.
Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member’s discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

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TIPS VENDOR AGREEMENT
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Survival Clause
All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members’, the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Scope of Services
The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general

Page 8 of 12
scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures
The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects
Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements
If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation
The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000 each Occurrence/ Aggregate</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$300,000 Including owned, hired, &amp; non-owned</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory limits</td>
</tr>
<tr>
<td>Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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TIPS VENDOR AGREEMENT
Ver.10192017_rp
When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor’s responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.

- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.

- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.

- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
TIPS Vendor Agreement Signature Form

RFP 180305 Furniture, Furnishings and Services (2)

Company Name Southern Aluminum Manufacturing Acquisition, Inc.
Address 5 Hwy. 82 West
City Magnolia State AR Zip 71753
Phone 870.234.8660 Fax 870.234.2823
Email of Authorized Representative bsmith@southernaluminum.com
Name of Authorized Representative Brian Smith
Title Strategic Account Manager
Signature of Authorized Representative
Date 04/30/2018

TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature
Approved by ESC Region 8 David Wayne Fitz
Date 5/25/18
Southern Aluminum

Southern Aluminum’s expertise in design and manufacturing has always set the highest standards in our markets and we want you to be confident in our time-tested and functionally proven products. We guarantee our products under normal use and normal conditions for as long as you own them. This includes the functional and mechanical performance of each product as used in the conventional purposes and application. This warranty does not cover the normal wear and tear on tabletop surface or edges. There does not exist any known horizontal surface material or surface treatment, whether manufactured by Southern Aluminum or any competitors/manufacturers, which is completely scratch resistant. Southern Aluminum does not warranty scratches, gouges and other physical damage to the tabletop finish caused by transport, storage and use (misuse).

We provide instructions and teaching aids (dvd video, posters, hard copy instructions) regarding the care and maintenance of our products. In addition, Southern Aluminum offers specially designed and engineered heavy-duty table carts that reduce the likelihood of or eliminates the damage that conventional table carts can produce.

Some surface materials (Wilsonart, Formica and other HPL laminate products; stage carpet) are not manufactured by Southern Aluminum and are governed solely by the guarantees or warranties of these manufacturers. In addition, discoloration due to harsh cleaners, blemishes, scratches and deterioration to HPL laminates are not covered.

In the unlikely event of a warranty issue after your products are in use, we will replace or repair the product(s) at our discretion.
LUXURY MEETING & BANQUET FURNITURE

Linenless Solutions

The Linenless Table Company
800.221.0408  www.southernaluminum.com
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Successful Meetings

These beautifully crafted “two in one” tables boast the quality and style expected of luxury meeting furniture. The lightweight foundation is designed to support up to 3000 lbs., but the surface tells a captivating story of luxury and grace. Its aluminum top is cloaked in a scratch-resistant laminate that comes in many different colors and textures to coordinate with your décor. Sturdy legs have a durable powder coated finish, and the tabletop’s edge is protected by a resilient vinyl perimeter. Aside from its elegant profile and strong bones, the table’s most notable features are its drop-down modesty panel and optional integrated power supply.

FEATURES

- **TWO TABLES IN ONE**
  - Articulating modesty panel for easy transformation

- **HIDE-A-WAY POWER**
  - Hidden power source for personal electronics

- **HIGH IMPACT TABLE EDGE**
  - Conceals the appearance of scratches

- **EASY MOBILITY**
  - Specials designed table cart to store and move your tables

 DESIGN YOUR OWN TABLE

SEE T2 OPTIONS ON PAGE 24
Meetings and conferences begin with the right table. Our iDesign Tables™ combine the look of high-end residential furniture with the durability required to withstand the daily use of the hotel industry. A resilient vinyl perimeter protects the table’s edge and your choice of scratch-resistant laminate cloaks an unyielding aluminum tabletop. We incorporate contoured comfort grips for ease of lifting and carrying, and steel hinges provide extra stability for the table’s folding legs.

Sophisticated Touch

Meetings and conferences begin with the right table. Our iDesign Tables™ combine the look of high-end residential furniture with the durability required to withstand the daily use of the hotel industry. A resilient vinyl perimeter protects the table’s edge and your choice of scratch-resistant laminate cloaks an unyielding aluminum tabletop. We incorporate contoured comfort grips for ease of lifting and carrying, and steel hinges provide extra stability for the table’s folding legs.

FEATURES

- **HIDE-A-WAY POWER**
  - Hidden power source for personal electronics

- **REMOVABLE MODESTY PANEL**
  - Utilizes simple hook for quick setup

- **HIGH IMPACT TABLE EDGE**
  - Diminishes the appearance of scratches

- **EASY MOBILITY**
  - Specially designed table cart to easily and move your tables

DESIGN YOUR OWN TABLE

*See Design options on page 24*
Linenless Banquet Rounds

Our linenless iDesign Round Tables™ combine the look and feel of luxury furniture with the necessary durability required to withstand the demanding nature of banquets and events. A resilient vinyl perimeter protects the table’s edge and a scratch-resistant laminate surface elegantly conceals an underlying aluminum table top substructure. Designed to provide maximum functionality while at the same time enhancing the aesthetics of your event space, the Linenless Design Tables™ will also save you money while significantly increasing your ROI.

FEATURES
- HIGH IMPACT TABLE EDGE
  Diminishes the appearance of scratches
- CONTEMPORARY LEG STYLE
  Contemporary table legs with quiet, stable, and easier hinge design
- EASY MOBILITY
  Specially designed table cart to store and move your tables

DESIGN YOUR OWN TABLE

See iDesign options on page 24
Art of Linenless

Nothing transforms a room into a sophisticated meeting or banquet quite like our elegant, hand-etched Swirl Tables®. The seamless swirl pattern creates graceful depths of color that disguise the table’s stability and functionality. Designed to support up to 3000 lbs., these vibrant beauties are available in an array of sizes and shapes to perfectly complete your event space.

**FEATURES**

- **HANDCRAFTED ARTISTRY**: Randomly etched pattern for linenless appeal
- **SPANDEX SKIRTING**: Custom-made to complement your table
- **ELEVATE YOUR PRESENTATION**: Detachable tiers allow for added space
- **EASY MOBILITY**: Casters available for easy transport of tables

**DESIGN YOUR OWN TABLE**

See Swirl options on page 24

NEW

OVAL TABLES

800.221.0408  www.southernaluminum.com
Finish With Finesse

Effortlessly transform the look of your event with our custom-made spandex skirting. Available in an array of vibrant colors, the spandex wrap slips on easily and sculpt to the shape of the table legs.

FEATURES

- Variety of sizes
- Easy application
- Array of color choices
- Available chair spandex

SEE ALL SPANDEX COLORS on page 24

Elevate Your Presentations

Easily create dimension and add service space to your tablescape with Southern Aluminum’s Buffet Risers. Universal shapes and interchangeable heights encourage you to create dramatic arrangements that will raise your food presentation to the highest level. Available in our dynamic swivel and platinum finishes.

FEATURES

- Variety of sizes
- Height options of 3” & 5”
- Non-slip base
- Array of color choices

SEE ALL AVAILABLE COLORS on page 24
For Color Combinations

San Antonio Marriott - San Antonio, TX

800.221.0408 www.southernaluminum.com

FOR COLOR COMBINATIONS

MULTIPLE OPTIONS

Easy as 1, 2, 3...

Easy Mobility

Specially designed table cart to store and move your table.

Height options of 30”, 36”, and 42”, & base options for the perfect fit.

Easy assembly and disassembly.

The Perfect Fit

Our Knockdown Pedestal™ Tables are perfectly designed for your guests to gather around, and adjust from dining height to bar height. Their removable tabletops and classic pedestal bases are easily disassembled for storage when not in use. Available finishes include our hand-etched swirl or your choice of scratch-resistant laminate.
Infinite Possibilities
The seamless swirl design and pedestal base of our Infinity Tables offer endless arrangement possibilities. Transform your space with standalone tables or get creative with sets of multiples to create custom vignettes. These timeless pieces ensure that everyone has a seat at the table.

FEATURES
- Handcrafted artisty
- Seamless design
- Hinged locks for linking tables together
- Multi-heights

DESIGN YOUR OWN TABLE
See Design options on page 24

Impress Your Guests
It’s time to rethink event spaces and bring your design vision to light. XCube Tables™ utilize LED lighting to paint an event masterpiece. This modern collection is available in an array of table top design options including scratch-resistant laminate and seamless swirl.

FEATURES
- LED lights provide colorful lighting
- Rechargeable powered LED lighting
- Multi-size & height options
- Visit our website for more info

DESIGN YOUR OWN TABLE
See Swirl & Design options on page 24
Beautiful Buffets

Contemporary buffets call for flexible furnishings in your lobby and event spaces. Our Nesting Tables feature architectural legs that offer a high-end residential feel. With its discreet casters you can effortlessly mobilize your buffets and breakout stations. Functional yet attractive, these tables make a bold statement when used together or as stand-alone furniture pieces.

FEATURES

NESTING
Convenient nesting allows for an array of options

EASY MOBILITY
Heavy duty castelv casters that are discreetly hidden from view

PROTECTION
Leg bumpers provide protection from dings and scratches

LAMINATE OPTIONS*

LEG FINISHES*

*Prices subject to change from the catalog.
For more information on design needs, call for color samples.

800.221.0408 www.southernaluminum.com
A Legacy of **Strength**

Known as the workhorse of the industry, Alulite Tables® have been proven for over 40 years to be durable, reliable, and versatile. Perfect for indoors or out, they are crafted from aircraft-grade aluminum extrusions and are 100% recyclable.

**FEATURES**

- **20% Lighter**
- **Unmatched Quality**
- **High Strength**
- **Larger lasting and stronger than your average plastic & wood tables**

**DESIGN YOUR OWN TABLE**

See Alulite options on page 24

800.221.0408  www.southernaluminum.com
We are proud to unveil Southern Aluminum’s latest innovation, the elegant Towel Cabana. Crafted from our aircraft-grade aluminum and weather-resistant SurLast® fabric and handsome wicker basket, this is the perfect accessory to add prestige and functionality to your poolside area.

**FEATURES**

- **MOBILITY**: The Towel Cabana rolls easily on non-corrosive casters that lock in place for added stability.

- **WICKER BASKET**: Durable wicker basket is designed to safely store used towels.

- **SurLast® Fabric**: Skirt is made from an all-weather marine-grade fabric that is highly UV, mildew, mold & water resistant.

- **DURABILITY**: Durable powder coated finish is made to endure season after season.

**FABRIC OPTIONS**

- Black
- Lt. Gray
- Admiral Navy
- Teak
- Walnut
- Sand
- Spice
- Navy Weave

800.221.0408   www.southernaluminum.com
Perfect for All Seasons

Outfit your outdoor space with Southern Picnic®, a staple for communal gatherings. Built to weather any element or climate, these aircraft-grade aluminum picnic tables won’t warp, dent, or rust. Featuring a 12” wide contoured seat to provide hours of comfort while at the park, playground, or pool.

FEATURES
• 12” contoured seating for more comfort
• Variety of shapes, sizes, and accessories
• Aircraft-grade aluminum doesn’t rust
• 12” contoured seat available for children
• Visit our website for more info

Lifetime of Flawless Performance

Perform on the industry’s highest-quality portable staging, Alulite Stages®. Our aircraft-grade aluminum staging supports an astounding 250 lbs. per square foot and is available in both non-skid finish and carpet. Even after exposure to blistering sun and torrential downpours, Alulite Stages® show no signs of fading or deterioration.

FEATURES
• Tool-free assembly
• Available in non-skid finish or carpet
• Accessories available including stairs and railing
• Variety of heights and sizes
• Casters available for the perfect cart
• Visit our website for more info
Driven by Performance

Protect your investment with GHD Table Trucks. Simply stack your Southern Aluminum tables on the truck platform for safe transport to your storage space. This cart rides on heavy duty casters for ease of maneuvering and parking.

FEATURES

• Non-invasive loading process & safely contains tables
• Designed to avoid damage caused by conventional carts
• Casters swirl to create easy mobility & parking
• Ramps on round table trucks provide easy loading & unloading

TABLE FINISHES

T2/iDesign Table Finishes

Available Finishes

- Black
- Desert
- Walnut
- Salt & Pepper
- Stone
- White

Available Non-Slip Finishes

- Desert
- Walnut
- Salt & Pepper
- White

Swirl Table Finishes

Available Finishes

- Black
- Desert
- Walnut
- Salt & Pepper
- Stone
- White

Available Colors

- Black
- Desert
- Walnut
- Salt & Pepper
- Stone
- White

Spandex

Available Colors

- White
- Silver
- Bronze
- Gold
- Copper
- Graphite
- Sapphire
- Blue
- Purple
- Navy
- Beige
- Royal
- Kelly
- Dark Green
- Black

Alulite Table Options

Available Finishes

- Black
- Desert
- Walnut
- Salt & Pepper
- Mahogany

Available Colors

- Black
- Desert
- Walnut
- Salt & Pepper
- Mahogany

* We recommend using the actual product finishes. Please consult your design needs. Call for color samples.

Hillsborough Community College - Plant City, FL

800.221.0408   www.southernaluminum.com
AGENDA STATEMENT

Item Title: To purchase Goodyear automobile and miscellaneous replacement tires at pricing available through the State of Michigan’s MiDeal cooperative purchasing program, contract #19000000369 (Estimated annual expenditure of $95,000).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:
MR City Clerk  JV Finance & Budget Director  MK City Attorney  MV City Manager

Executive Summary

The Department of Public Works’ Fleet Maintenance Division replaces approximately 400-500 tires each year on the fleet of City vehicles and equipment. This fleet includes police cars, pool cars, fire trucks, street sweepers, mowers, front-end loaders, and any other wheeled equipment the City utilizes on a regular basis.

The City has been purchasing Goodyear replacement tires for more than 30 years. In April 2019, the state of Michigan cooperative purchasing program, MiDeal, extended competitively bid pricing to its members for Goodyear replacement tires under a National Association of State Procurement Officials (NASPO) bid led by the Iowa Department of Administrative Services. Through a participating addendum, MiDeal has been offering its members the favorable pricing under contract #190000000369 secured from Goodyear Tire & Rubber Company through the NASPO bid until March 31, 2024.

Rather than incur the time and expense associated with the City issuing its own invitation to bid, recommendation is being made to take advantage of the combined purchasing power of governmental agencies across the United States and purchase replacement tires from the Goodyear Tire & Rubber Company through the new MiDeal contract through March 31, 2024.

Please see the attached departmental recommendation from the Department of Public Works.

Suggested Action:

Resolved, to purchase Goodyear automobile and miscellaneous replacement tires at pricing available through the State of Michigan’s MiDeal cooperative purchasing program, contract #190000000369, through March 31, 2024.
CITY OF STERLING HEIGHTS
STAFF REPORT
May 21, 2019

Prepared By: Jared Beaudoin, Purchasing & Facilities Maintenance Manager
Ext. No. 2741

GENERAL INFORMATION:
For more than 30 years, the City of Sterling Heights has purchased replacement tires for all City vehicles and equipment through MiDeal, the State of Michigan’s cooperative purchasing program. Due to the purchasing power generated by the number of municipalities participating in these contracts, replacement tires are available at a much lower cost than would be realized through one municipality’s bid.

Tires are ordered on an as needed basis and paid for from funds budgeted in 11744553 (DPW Fleet Maintenance) 759000 (Parts & Sublet Services). It is estimated that the City will expend $95,000 annually on replacement tires.

STAFF ANALYSIS AND FINDINGS:
For the past two years, the City has purchased replacement tires for City vehicles through MiDeal contract #071B6600043, whose term has since expired. Effective April 2019, MiDeal is extending competitively bid pricing to its members for Goodyear replacement tires under a National Association of State Procurement Officials (NASPO) bid hosted by Iowa Department of Administrative Services. Through a participating addendum, MiDeal can offer its members the favorable pricing under contract #190000000369 secured from Goodyear Tire & Rubber Company through the NASPO bid. The new pricing is valid through March 31, 2024.

The Department of Public Works and Office of Purchasing have reviewed the options available for the purchase of replacement tires and are recommending that the City continue to purchase replacement tires from the Goodyear Tire & Rubber Company at pricing available through the State of Michigan MiDeal contract, #190000000369.

The replacement tires purchased from the Goodyear Tire & Rubber Company through multiple MiDeal contracts have been good quality and performed to all expectations of the Fleet Maintenance Division. The time and expense associated with the City developing and issuing its own invitation to bid and the likelihood of higher unit prices weigh in favor of continuing with purchases through the new MiDeal contract through March 31, 2024.

STAFF RECOMMENDATION:
Please see the suggested action on the accompanying agenda statement.
Notification list:
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316
Jeff Goodenow, MiDeal Primary Contact
jsgoodenow@Goodyear.com
Date: April 30, 2019

To: Jared Beaudoin, Purchasing Manager

From: Erik Skurda, Operations Manager

Subject: Recommendation to Purchase Automotive Tires through MiDeal

The Department of Public Works is responsible for the maintenance and repair of over 330 City-owned vehicles and equipment on an as-needed basis. Approximately 400-500 tires are purchased annually to provide for safe transportation.

The contract through MiDeal, #071B6600043, effective April 16, 2016 through March 31, 2019 has expired. The current MiDeal contract #190000000369 in conjunction with National Association of State Procurement Officials (NASPO) has now been extended through March 31, 2024.

Due to the purchasing power generated by the number of municipalities participating in this combined contract, replacement tires are available at a much lower cost than would be realized through one municipality's bid.

The Department of Public Works recommends the purchase of automobile and miscellaneous tires through this State of Michigan and NASPO cooperative bid through March 31, 2024.

Funds in the amount of $95,000 will be budgeted annually in the Fleet Maintenance - Parts & Sublet Services account #11744553-759000.

C: Michael Moore, Public Works Director
   Richard Waters, Fleet Maintenance Supervisor
# NOTICE OF CONTRACT

**NOTICE OF CONTRACT NO. 190000000369**

between

**THE STATE OF MICHIGAN**

and

**The Goodyear Tire & Rubber Company**

200 Innovation Way

Akron, OH 44316

Jeff Goodenow

(330) 796-4352

jsgoodenow@goodyear.com

CV0015208

## CONTRACT SUMMARY

**DESCRIPTION:** Tires & Tubes - Statewide

<table>
<thead>
<tr>
<th>INITIAL EFFECTIVE DATE</th>
<th>INITIAL EXPIRATION DATE</th>
<th>INITIAL AVAILABLE OPTIONS</th>
<th>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2019</td>
<td>March 31, 2024</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

**PAYMENT TERMS**: Net 30

**PAYMENT OPTIONS**

- ☑ P-card
- ☐ Payment Request (PRC)
- ☐ Other
- ☑ Yes
- ☐ No

**MINIMUM DELIVERY REQUIREMENTS**: 1 unit

**MISCELLANEOUS INFORMATION**: Contract is for tires, tubes, and all related installation costs.

**ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION**: $2,500,000.00
FOR THE CONTRACTOR:

The Goodyear Tire & Rubber Company
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jared Ambrosier – Director, Enterprise Sourcing
Name & Title

DTMB Procurement
Agency

Date
Master Agreement #: 19101
Contractor: THE GOODYEAR TIRE AND RUBBER COMPANY
Participating Entity: STATE OF MICHIGAN

The following products or services are included in this contract portfolio:
- Tires, Tubes & Services

Master Agreement Terms and Conditions:
1. **Scope:** This addendum covers the Tires, Tubes & Services led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Michigan. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

   **Contractor**
<table>
<thead>
<tr>
<th>Contact</th>
<th>The Goodyear Tire &amp; Rubber Company (Jeff Goodenow – Contract Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>200 Innovation Way, Akron, OH 44316</td>
</tr>
<tr>
<td>Telephone</td>
<td>(330) 796-4352</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jsgoodenow@goodyear.com">jsgoodenow@goodyear.com</a></td>
</tr>
</tbody>
</table>

   **Participating Entity**
<table>
<thead>
<tr>
<th>Name</th>
<th>State of Michigan (Yvon Dufour – Category Specialist)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>525 W. Allegan Street, Lansing, MI 48933</td>
</tr>
<tr>
<td>Telephone</td>
<td>(517) 249-0455</td>
</tr>
<tr>
<td>Fax</td>
<td>(517) 335-0046</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:dufoury@michigan.gov">dufoury@michigan.gov</a></td>
</tr>
</tbody>
</table>
4. **Participating Entity Modifications or Additions To The Master Agreement**

   These modifications or additions apply only to actions and relationships within the Participating Entity:

   Participating Entity must check one of the boxes below.

   [____] No changes to the terms and conditions of the Master Agreement are required.

   [___X___] The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. **Participating State Terms & Conditions**: The following terms and conditions are hereby incorporated into and made part of this Addendum:

   (a) **Fleet Maintenance and Management Program**. All terms, pricing, and discounts under this Contract are extended to the Participating State’s third-party Fleet Maintenance and Management Program.

   (b) **Administrative Fee and Reporting**. Contractor must pay an administrative fee of 2% on all tire payments made to Contractor for tire purchases under the Contract including transactions with the Participating State (including its departments, divisions, agencies, offices, and commissions), and MiDEAL members. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

   Department of Technology, Management and Budget
   Cashiering
   P.O. Box 30681
   Lansing, MI 48909

   Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the Participating State’s tire purchases within the quarter. The report must include, at a minimum, the date of purchase, the name of the purchasing entity, a description of each item purchased, the unit price and contract price for each item purchased, and the total dollar volume in sales for the quarter. The administrative fee and purchasing activity reports are due no later than 30 calendar days after the end of each quarter (see below).

   **Quarter 1**: October 1 through December 31 (Due by January 30)
   **Quarter 2**: January 1 through March 31 (Due by April 30)
   **Quarter 3**: April 1 through June 30 (Due by July 30)
   **Quarter 4**: July 1 through September 30 (Due by October 30)
Reports must be emailed to DTMB-Procurement at MiDeal@michigan.gov, using a MS Excel template that shall be provided by the State, or similar format.

(c) **Extended Purchasing Program.** Contractor agrees to extend all terms, pricing, and discounts under this Contract to MiDEAL members, which include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms.

Contractor’s supply point must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

(d) **Terms of Payment.** The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at [http://www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) to receive electronic fund transfer payments. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to Contractor against any amount payable by the State to Contractor under this Contract.

(e) **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](http://www.michigan.gov). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

(f) **Unfair Labor Practice.** Under MCL 423.324, the Participating State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

(g) **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

(h) **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the Participating State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

(i) **Strategic Partners.** Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.
(j) Indemnification/Hold Harmless
   (i) Indemnification/Hold Harmless as required by the Terms and Conditions in the original Request for Proposal and made part of the Contract shall be in full force and effect, except that with respect to subcontractors or volunteers of Contractor, section (j)(iii) hereof shall apply. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all reasonable costs and expenses incidental thereto, but the Participating State shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder.

   (ii) The following clause will apply only as it relates to the Indemnification/Hold Harmless issues specifically for personal injury and property damage claims: Any Contractor submitted exclusions limiting this indemnification shall not apply to any reasonably “Foreseeable Use” of the tires by the Participating State under the Contract. “Foreseeable Use” is defined as general driving that a reasonable person would identify as reasonably foreseeable for the tires and the vehicles with driving adjustments for weather conditions. In addition, Contractor’s submitted limited warranty shall apply to commercial and government use.

   (iii) Notwithstanding any of the above, to the extent there is personal property or personal injury damage incurred as a primary result of the wrongful acts or negligence of the Participating State, its agents or employees, Contractor shall not be liable for nor indemnify the Participating State for such actions or resulting damages.

   (iv) Due to constitutional prohibitions, the State will not indemnify Contractor (including any subcontractors), dealers, or resellers, or their employees or affiliates, for any reason whatsoever.

   (v) The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must demonstrate its financial ability to carry out these obligations.

   (vi) The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary in matters related to the State of Michigan’s Constitution, statutes, regulations, or the defense of State of Michigan employees. Contractor will not, without the State’s written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

   (vii) Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

5. Lease Agreements: Reserved.
6. **Subcontractors**: All contractors, dealers, and resellers authorized in the State of Michigan, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders**: Any order placed by a Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating Entity:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan</td>
<td>The Goodyear Tire &amp; Rubber Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jared Ambrosier</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director, Enterprise Sourcing</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
For questions on executing a participating addendum, please contact: NASPO ValuePoint

<table>
<thead>
<tr>
<th>Cooperative Development Coordinator:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]
FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Agency;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

1. Section 1.14.1 in the Agreement is amended as follows:

Section 1.14.1 currently states:

1.14 Shipping and Delivery
1.14.1 The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor’s until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor’s warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 1.14.1 is amended to state:

1.14 Shipping and Delivery
1.14.1 All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor’s until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor’s warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
Section 2.3 in the Agreement is amended as follows:

Section 2.3 currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor’s Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor’s knowledge of a change regarding an Approved Distributor’s ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

Section 2.3 is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor’s Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.
The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information.

3. Section 2.7 in the Agreement is amended as follows:

Section 2.7 currently states:

2.7 Shipping and Delivery
All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 2.7 is amended to state:

2.7 Shipping and Delivery
As stated in section 1.14.1.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: __________________________
Name: Maylon Carroll
Title: Channel Manager Government Sales
Date: 1/14/2019

STATE OF IOWA
IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES - CENTRAL PROCUREMENT

By: __________________________
Name: Allen Meyer
Title: Chief Operating Officer
Date: 1/14/2019
# Iowa Department of Administrative Services

## Contracts Declaration & Execution Page

<table>
<thead>
<tr>
<th>Title of Contract:</th>
<th>Bid Proposal Number</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tires, Tubes and Services – NASPO ValuePoint</td>
<td>RFP1118005083</td>
<td>19101</td>
</tr>
</tbody>
</table>

This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:

- **State Agency's Name:** Iowa Department of Administrative Services – Central Procurement Bureau
- **Contractor's Name:** The Goodyear Tire & Rubber Company

### Contract Details

<table>
<thead>
<tr>
<th>Contract to Begin:</th>
<th>Date of Expiration:</th>
<th>Annual Extensions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2019</td>
<td>March 31, 2024</td>
<td>None</td>
</tr>
</tbody>
</table>

The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:

- **Section 1 – Terms & Conditions**: Page 2
- **Section 2 – Scope of Work**: Page 26
- **Section 3 – Pricing**: Page 33
- **Section 4 – Contacts**: Page 36

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**Contractor:** Goodyear Tire & Rubber Company

**By:** Maylon Carroll, Channel Manager Government Sales

**Address:**
200 Innovation Way, Akron, OH 44316

**Date Signed:** 11/5/2018

**State of Iowa: Department of Administrative Services – Central Procurement Bureau**

**By:** Allen Meyer, COO

**Address:**
1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319

**Date Signed:** 11/5/2018
AGENDA STATEMENT

Item Title: To award a bid for elevator maintenance services (Estimated first year cost of $14,800).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:

<table>
<thead>
<tr>
<th>MR</th>
<th>City Clerk</th>
<th>JV</th>
<th>Finance &amp; Budget Director</th>
<th>MK</th>
<th>City Attorney</th>
<th>MV</th>
<th>City Manager</th>
</tr>
</thead>
</table>

Executive Summary

Ten elevators are installed at the following municipal facilities: City Hall, Sterling Heights Public Library, Police Department, Senior Center, 41A District Court and the new Community Center. The elevators receive monthly inspections and routine protective maintenance by a vendor as mandated by State of Michigan regulations. On April 30, 2019, the Office of Purchasing received four (4) bids for elevator maintenance of the City’s ten (10) traction and hydraulic elevators. The bid specifications requested pricing for a two-year period, with an option to extend the bid term for a third year.

After thoroughly reviewing the four bids received, recommendation is being made to award the bid to KONE Elevator, the low bidder for elevator maintenance services. KONE Elevator employs 65 full-time employees locally and has performed the requested elevator maintenance services for more than 20 local municipalities, including the cities of Troy, Farmington Hills, and Southfield, as well as Detroit Public Schools and Lakeside Mall. References were contacted with satisfactory results. KONE Elevator’s monthly and annual bid pricing is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>$1,200.00</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>Year Two</td>
<td>$1,232.40</td>
<td>$14,788.80</td>
</tr>
<tr>
<td>Optional: Year Three</td>
<td>$1,265.77</td>
<td>$15,189.24</td>
</tr>
</tbody>
</table>

Suggested Action:

Resolved, to award the bid for elevator maintenance services to KONE Elevator, 11864 Belden Court, Livonia, MI 48150, for a two-year period, with an option for the City Manager to extend the bid term one additional year at unit prices bid.
CITY OF STERLING HEIGHTS
STAFF REPORT
May 21, 2019

Prepared By: Jared Beaudoin, Purchasing & Facilities Maintenance Manager
Ext. No. 2741

GENERAL INFORMATION:
On April 30, 2019, bids were received for elevator maintenance services. An Invitation to Bid was advertised on SHTV, posted to the MITN website, Twitter, and published in the Sentry Newspaper. Four (4) contractors responded with qualifying bids as outlined in the attached bid tabulation. The bid specifications sought pricing for a two-year period, with an option to extend the bid term one (1) additional year. Funds are budgeted annually in 11717265 (Facilities Maintenance) 826000 (Other Contract Services).

STAFF ANALYSIS AND FINDINGS:
The City’s ten elevators, located within six facilities, require monthly inspection and periodic maintenance pursuant to State of Michigan regulations. Monthly inspections and periodic maintenance will be performed on the machine, motor, generator, controller, dispatching equipment, selector, governor, car, hoist-way, and door tracks for each elevator to ensure safe and proper operation. A pre-bid meeting and facilities tour was conducted on April 23, 2019 to afford interested contractors an opportunity to assess the elevators and become familiar with the scope of work.

The Facilities Maintenance Department and Office of Purchasing thoroughly reviewed all bids. KONE Elevators is the lowest overall bidder meeting all bid specifications. KONE Elevator has proven to be a reliable contractor for more than 20 local municipalities including Troy, Farmington Hills, Southfield, as well as Detroit Public Schools and Lakeside Mall. References were checked and found to be satisfactory.

KONE Elevator’s monthly / annual bid pricing is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One</td>
<td>$1,200.00</td>
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<tr>
<td>Year Two</td>
<td>$1,232.40</td>
<td>$14,788.80</td>
</tr>
<tr>
<td>Optional: Year Three</td>
<td>$1,265.77</td>
<td>$15,189.24</td>
</tr>
</tbody>
</table>

The City will receive a $3,000,000 Owners and Contractors Protective Liability insurance policy from KONE Elevator.

STAFF RECOMMENDATION:
Please see the Suggested Action on the accompanying Agenda Statement.
Notification list:
KONE Elevator
11864 Belden Court
Livonia, MI 48150
Nolan Whims, Service Sales
nolan.whims@kone.com
## CITY OF STERLING HEIGHTS

**BID TABULATION - APRIL 30, 2019**

**ITB-SH19-023: ELEVATOR MAINTENANCE**

### Kone Elevator

<table>
<thead>
<tr>
<th>Year</th>
<th>$14,400.00*</th>
<th>$14,788.80*</th>
<th>$15,189.24*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Grand Total, Year 1 &amp; 2</td>
<td><strong>$29,188.80</strong></td>
<td><strong>$32,800.00</strong></td>
<td><strong>$34,416.00</strong></td>
</tr>
<tr>
<td>Hourly Labor Rate</td>
<td>208.14</td>
<td>214.40</td>
<td>211.89</td>
</tr>
<tr>
<td>Overtime Portion Rate</td>
<td>145.70</td>
<td>150.44</td>
<td>155.32</td>
</tr>
</tbody>
</table>

*Adjusted by Purchasing

### Great Lakes Elevator

<table>
<thead>
<tr>
<th>Year</th>
<th>$16,000.00</th>
<th>$16,800.00</th>
<th>$17,640.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Grand Total, Year 1 &amp; 2</td>
<td><strong>$32,800.00</strong></td>
<td><strong>$41,160.00</strong></td>
<td><strong>$42,804.00</strong></td>
</tr>
<tr>
<td>Hourly Labor Rate</td>
<td>275.00</td>
<td>288.75</td>
<td>303.00</td>
</tr>
<tr>
<td>Overtime Portion Rate</td>
<td>135.00</td>
<td>142.00</td>
<td>149.00</td>
</tr>
</tbody>
</table>

### Thyssenkrupp Elevator

<table>
<thead>
<tr>
<th>Year</th>
<th>$20,280.00</th>
<th>$20,880.00</th>
<th>$21,480.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Grand Total, Year 1 &amp; 2</td>
<td><strong>$41,160.00</strong></td>
<td><strong>$42,804.00</strong></td>
<td><strong>$44,560.00</strong></td>
</tr>
<tr>
<td>Hourly Labor Rate</td>
<td>325.00</td>
<td>330.00</td>
<td>335.00</td>
</tr>
<tr>
<td>Overtime Portion Rate</td>
<td>550.00</td>
<td>550.00</td>
<td>550.00</td>
</tr>
</tbody>
</table>

### Schindler Elevator

<table>
<thead>
<tr>
<th>Year</th>
<th>$20,880.00</th>
<th>$21,924.00</th>
<th>$23,020.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Grand Total, Year 1 &amp; 2</td>
<td><strong>$42,804.00</strong></td>
<td><strong>$45,848.00</strong></td>
<td><strong>$46,040.00</strong></td>
</tr>
<tr>
<td>Hourly Labor Rate</td>
<td>250.00</td>
<td>265.00</td>
<td>278.00</td>
</tr>
<tr>
<td>Overtime Portion Rate</td>
<td>250.00</td>
<td>265.00</td>
<td>278.00</td>
</tr>
</tbody>
</table>
INVITATION TO BID

ITB-SH19-023

The City of Sterling Heights, Michigan is accepting sealed bids for ELEVATOR MAINTENANCE until TUESDAY, APRIL 30, 2019 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

There will be a Pre-Bid Meeting and walk-thru of facilities with elevators on TUESDAY APRIL 23, 2019 at 9:00 A.M. at the City Council Chambers located in City Hall, 40555 Utica Road, Sterling Heights, Michigan 48313.

Jared Beaudoin
Purchasing Manager

Office of Purchasing
586-446-2740

Official bid specifications are available only at www.mitn.info.
VI. SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids to contract traction and hydraulic elevator protective and preventative maintenance at City facilities. Specifications are as follows.

Proposal to furnish protective and preventative maintenance on the following described equipment:

<table>
<thead>
<tr>
<th>Location</th>
<th>Type</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>(1) Passenger Elevator</td>
<td>Dover</td>
</tr>
<tr>
<td>40555 Utica Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>(3) Passenger Elevators</td>
<td>Lardner</td>
</tr>
<tr>
<td>40333 Dodge Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Library</td>
<td>(1) Passenger Elevator</td>
<td>Lardner</td>
</tr>
<tr>
<td>40255 Dodge Park</td>
<td>(1) Service Elevator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Book Lift*</td>
<td></td>
</tr>
<tr>
<td>41A District Court</td>
<td>(1) Passenger Elevator</td>
<td>Otis</td>
</tr>
<tr>
<td>40111 Dodge Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Center</td>
<td>(1) Passenger Elevator</td>
<td>Schindler</td>
</tr>
<tr>
<td>40620 Utica Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Activity Center</td>
<td>(1) Passenger Elevator</td>
<td>Schindler</td>
</tr>
<tr>
<td>40200 Utica Road</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Service twice a year - spring and fall only.

Contractor shall maintain the equipment herein described on the following terms and conditions:

Contractor shall use trained personnel, directly employed and supervised by Contractor, who shall be qualified to properly adjust and maintain equipment and who will use reasonable care to maintain the equipment in proper and safe operating condition.

Contractor shall monthly and systematically examine, adjust, lubricate as required and, if conditions warrant, unless specifically excluded under the exception paragraph, repair or replace the following:

MACHINE: Worm gear, thrust bearing, drive sheave, drive sheave shaft bearings, brake coil, brake linings and components.

MOTOR: Motor windings, bearings, rotating element, commutators, brushes and brush holders.

Official bid specifications are available only at www.mitn.info.
MOTOR GENERATOR: Motor generator windings, bearings, rotating element, commutators, brushes and brush holders.

CONTROLLER: Relays, resistors, contacts, coils, leads, transformers, timing devices and solid state components.

DISPATCHING EQUIPMENT: Relays, resistors, contacts, coils, leads, transformers, timing devices and solid state components.

SELECTOR: Electrical or mechanical drive components, cams, contacts, relays, resistors, leads and transformers.

GOVERNOR: Sheave, bearings, shafts, contacts and governor jaws.

CAR: Power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, car guide shoes including roller guides and emergency lighting.

HOISTWAY: Deflector sheave, secondary sheaves, buffers, governor tension assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hanger and gibs and auxiliary closer.

ACCESSORY EQUIPMENT: All accessory elevator equipment installed prior to commencement of this contract unless excluded in the exception paragraph.

DOOR TRACKS: As part of the preventative maintenance the service personnel shall include cleaning out the elevator door tracks to allow for doors to operate properly with no interferences.

Contractor shall examine all safety devices and conduct safety tests as required by state and local laws or ordinances existing at time of execution of contract. Contractor will not be liable for any damage to the building resulting from such tests. Examinations shall be conducted on a monthly basis.

In the case of hydraulic elevators, Contractor shall systematically examine, lubricate as required, and, if conditions warrant, repair or replace: pump, motor, muffler and controller parts, valves, valve magnet coils, valve motors, packing, windings, rotating elements, and all electrical and mechanical parts not excluded in the exception paragraph below. Examinations shall be conducted on a monthly basis.

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoisting ropes, and repair or replace conductor cables.

Any leaks of the hydraulic system shall be addressed immediately to ensure the elevator remains operable and the mechanical room is free of spills. Oil pans, dry absorbents, or any other temporary corrections will not be accepted as a long term fix.

Official bid specifications are available only at www.mitn.info.
A major parts inventory of manufacturer's parts will be kept in your local and/or regional warehouses. This inventory will include such items as door operating equipment, armatures, controller switches and parts, solid state units, selector tapes and drives, door hangers, brake magnets, limit switches, rectifiers, and other spare lending and replacement parts deemed necessary for continuity of service.

Wiring diagrams will be mounted on a hardboard surface for permanent and long-term use by Contractor's examiners. City to furnish a complete set of wiring diagrams which will be left in the building upon completion of this contract.

**Performance**

Contractor shall:

1. Where possible and in keeping with safe practices maintain the original performance time including acceleration and deceleration, door opening and closing time within the limits of applicable codes.

2. Where it applies, make periodic checks of the group dispatching and supervisory system and make all necessary tests and adjustments to maintain design standards.

3. Conduct load testing as required by state and local laws or ordinances.

4. Upon being notified that service is needed, the contractor has two (2) hours to arrive on site.

5. Contractor shall NOT invoice until work has been completed. This includes quarterly preventative maintenance.

6. All invoices for service calls need to be invoiced within 30 days of work performed. This does not include preventative maintenance to be invoiced quarterly.

7. After each service call, an inspection report outlining the service performed must be furnished to the Manager of Facilities Maintenance for review. Any unusual or unfavorable conditions observed will be noted and the Contractor will complete corrective measures with the approval of the Manager of Facilities Maintenance or in his/her absence, the Building Maintenance Coordinator.

8. All State required forms and documents shall be filled out accurately and posted in each elevator mechanical room.

9. Contractor will be required to sign in and out in the Facilities Maintenance Office. Failure to do so will result in non-payment for time and/or materials.
Contractor assumes no responsibility for the following items of elevator equipment:

Electrical power switches, fuses and feeders to the controller; car enclosure, together with permanent and removable panels, door panels, car gates, fans and plenum chambers, telephones, hung ceilings, light ballasts, light tubes and bulbs, including power source, handrails, mirrors, car floor tiles and/or carpets; hoistway enclosure, together with hoistway gates, doors, frames and sills, and swing door closers; hydraulic elevator cylinders, plungers and buried piping.

Schedule of Prorated Parts

In order to provide the City with the maximum use from existing hoist, governor, and compensating cables, Contractor shall accept them in their present condition with the understanding that the City shall pay, in addition to the base amount of this agreement, an extra charge at the time these items are first repaired or replaced. The charge for these replacements will be determined by deducting from the total cost of replacing the individual items the percentage of the life of the items used after the commencement of this contract.

Exceptions

Contractor shall not be required to make other tests or install new attachments on the equipment, whether or not recommended by insurance companies or by government authorities; or make any replacements with parts of a different design; or make renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear.

It is agreed, in consideration of Contractor's performance of the service enumerated herein at the price stated, that nothing shall be construed to mean that Contractor assumes any liability on account of accidents or injury to persons or property, except those directly due to Contractor's negligent acts or omissions or those of Contractor's employees; and that the City's own responsibility for accidents or injuries to persons or property related to the subject equipment is in no way affected.

Contractor shall not be liable for any loss, damage or delay due to any cause beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, earthquake, riot, civil commotion, vandalism, war, or act of God.

The City shall:

1. Give Contractor written notice, within twenty-four hours of any accident, alteration or change affecting the equipment and of any change of ownership.

2. Discontinue immediately the equipment from service when the equipment becomes unsafe or operates in a manner which might cause injury to a user.

3. Maintain surveillance of the equipment for such purposes.
This contract shall be for a period of two (2) years with the option to extend one (1) additional year for a total of three (3) years.

All work is to be performed during the regular working hours of Contractor's regular working days, unless otherwise specified below:

These specifications include emergency call-back service during regular working hours. Emergency call-backs for this purpose are defined as affecting safe or continuous operation of equipment covered under this contract.

If overtime services are requested by the City, the Contractor shall absorb the single time rate portion of the worked hours, and the City will be charged only for the overtime portion rate over and above the regular hourly billing rate.

**Example:**

- Regular hourly rate: $75
- Overtime hourly rate: $95

The City would be responsible for $20. This is the overtime portion rate.
VII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that ELEVATOR MAINTENANCE will be furnished for the prices set forth in this bid. It is understood and agreed that all bids are F.O.B. DESTINATION, that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices will remain firm for two (2) years from date of contract with the option for the City to extend the same terms and conditions for one (1) additional year.

It is the intent of the City to purchase the services in the quantity and frequency as listed in this bid, however, the City reserves the right to reduce or eliminate this purchase without prior notice. The City reserves the right to split and/or reject all bids to realize the greatest cost savings.

Bid Grand Total, Year 1 & 2: $

If awarded this bid, would you accept the City's payment via a City Credit Card? (Your response to this question has no impact on the award of this bid.)

☐ Yes    ☐ No

How did you receive notification of this bid? (please check all that apply)

☐ MITN    ☐ City of Sterling Heights website    ☐ Text notification from City
☐ Email notification from City    ☐ Local paper    ☐ Other: ___________________________

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: ___________________________

Would you be interested in free notification from the City via text or email for ALL future solicitations? Yes ☐    No ☐
If yes: text ☐_____________    email ☐_____________    both ☐

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company _______________________________________
Address _______________________________________

Official bid specifications are available only at www.mitn.info.
VII. BID FORM (CONT'D)

City/State/Zip ________________________________
Representative/Title ____________________________
Telephone/Fax ________________________________
Terms
E-Mail Address/Website __________________________
Signature/Date _________________________________

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<td>______</td>
<td>______</td>
<td>______</td>
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<tr>
<td>Overtime Portion Rate</td>
<td>______</td>
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<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) hydraulic Lardner Elevators, one (1) Dover Elevator, one (1) Otis Elevator, two (2) Schindler Elevators, and one (1) Book lift per specifications, including parts and labor per specifications, per year.</td>
<td>______</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

Bid Grand Total, Year 1 & 2: ______
(Please carry Total forward to page 16)

Hourly Labor Rate | ______| ______| ______
Overtime Portion Rate | ______| ______| ______
AGENDA STATEMENT

Item Title: To split an award of the bid for water service parts for a one-year period based on unit prices bid (Estimated cumulative annual expense of $115,000).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:

MR City Clerk  JV Finance & Budget Director  MK City Attorney  MV City Manager

Executive Summary

The Water Division of the Department of Public Works (DPW) utilizes many water service parts in the maintenance and repair of the City’s water distribution system, as well as to expand the same system as needed for new development. Water service parts must meet very stringent specifications to match existing system parts and ensure a reliable, code compliant, and consistently constructed water distribution infrastructure.

The water service parts included in this bid award (soft copper pipe, repair clamps, brass service saddles, unions, reducers, ball corporation stops, and curb stops) allow DPW employees to install new water service and perform controlled taps to charged water mains and turn water on/off to structures being serviced. Additionally, the stop box provides secure access to the curb stop, both of which are buried underground between the water main and the structure being serviced with water. The City routinely purchases these water service parts for water service installations and for water main repairs.

Quantities are estimates based on expected use. All unit pricing for water service parts are quoted as delivered.

Based upon the bid pricing received for water service parts and to realize the greatest cost savings, the DPW and the Office of Purchasing are recommending a split bid award based on part category to Core & Main and to Ferguson Waterworks. Both vendors have previously supplied the DPW with water service parts with good results in terms of product and service.

The City anticipates expending approximately $115,000 annually for water service parts. Please see the attached Staff Report and departmental recommendation for additional information.

Suggested Action:
Resolved, to split the award of the bid for water service parts to the vendors and by part category specified below for a one-year period, at unit prices bid:

To: Core & Main, 6575 23 Mile, Shelby Township, MI 48316

- Soft Copper Pipe
- Stop Boxes
- Other: Couplings – No Lead
- Other: Flange – No Lead
- Sampling Station

To: Ferguson Waterworks, 24425 Schoenherr Rd., Warren, MI 48089

- Repair Clamps – CI
- Repair Clamps – AC
- Service Saddles
- Curbs – No Lead
- Corps – No Lead
- Other: Unions – No Lead
- Other: Reducers – No Lead
- Sampling Station – Stainless Steel
GENERAL INFORMATION:

On April 16, 2019, bids were received for the purchase of water service parts. An invitation to bid was advertised on SHTV, posted to the MITN website, Twitter, and published in the Sentry Newspaper. Four (4) vendors responded with bids as outlined in the attached bid tabulation.

The estimated annual expense for the purchase of water service parts is approximately $115,000. Funding for this purchase is budgeted in 59956556 (DPW Water Distribution) Account 772000 (Tap-In Materials – Water), 840000 (Water Main Repair) and 841000 (Distribution Line Repair).

STAFF ANALYSIS AND FINDINGS:

The Water Division of the Department of Public Works (DPW) frequently makes installations and repairs to water service connections throughout the community using water service parts. Several of the parts included in this bid award are routinely incorporated into such installations and repairs - curb boxes, curb stops and type K-Copper, all of which are buried underground during the installation/repair process. The curb boxes house and provide access to curb stops, which control the flow of water between the water main and structure being provided water service. The 1” type K-Copper is the flexible tubing used to connect corporation stop on the water main to the curb stop. This type of copper tubing differs from the type L used inside the home/structure as it is more flexible and can be unrolled from a 60’ roll as it is buried.

The brass service saddle allows a charged water main to be tapped in conjunction with the ball corporation stop, which restricts flow from the main until the installation is complete. The curb stop, which controls the flow of water between the main and structure being provided water service, is installed within the curb box five to six feet underground. Repair clamps, unions and reducers are used to affect repairs throughout the system.

Recommendation is being made to split the award of the bid to Core & Main and Ferguson Waterworks, the two low bidders in each category of water service parts. Core & Main is the incumbent vendor for water service parts and successfully supplied quality parts and service to the DPW. Ferguson Waterworks is local and has supplied products to the City in the past and is well-positioned to provide the water service parts being awarded as part of this bid.

Please see the attached memorandum from the DPW for further information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Core & Main
6575 23 Mile Road
Shelby Township, MI 48316
Dan Napier, Sales
danny.napier@coreandmain.com

Ferguson Waterworks
24425 Schoenherr Road
Warren, MI 48089
David Hobson, Sales
David.hobson@ferguson.com
Date: April 29, 2019

To: Jared Beaudoin, Purchasing Manager

From: Erik Skurda, Operations Manager

Subject: Bid Recommendation – Water Service Parts

The Department of Public Works has reviewed the bids received on April 16, 2019 for water service parts. These parts will be used during the daily installation and repair of the community water supply by the Water Division. The DPW recommends that the bid be split and awarded to the lowest bidders that meet all specifications and requirements as follows:

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<tr>
<th>Awarded Vendor</th>
<th>Item Category</th>
<th>Est. Qty</th>
<th>Unit Price</th>
<th>Total Cost</th>
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<td>Core &amp; Main</td>
<td>Soft Copper Pipe</td>
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<td></td>
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<tr>
<td></td>
<td>K-Copper Roll 3/4&quot; x 60'</td>
<td>1</td>
<td>$160.80</td>
<td>$160.80</td>
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<td>K-Copper Roll 1&quot; x 60'</td>
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<td></td>
<td>$103.63</td>
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<td></td>
<td>$518.15</td>
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</tbody>
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**Bid Grand Total** $114,969.45

Core & Main
6575 23 Mile Rd
Shelby Township, MI 48316
Attn: Dan Napier
Mail to: danny.napier@coreandmain.com

Ferguson Waterworks
24425 Schoenherr Rd
Warren, MI 48089
Attn: David Hobson
Mail to: david.hobson@ferguson.com

The DPW recommends splitting this award to realize the greatest cost savings as both vendors meet the qualifications and have provided excellent service with past contracts. Both Ferguson Waterworks and Core & Main have supplied the DPW with water service parts through multiple awarded contracts.

The DPW estimates spending $114,969.45 annually for the purchase of water service parts. Funds will be budgeted in the Water Division accounts: Water Main Repair #59956556-840000, Distribution Line Repair #59956556-841000, and Tap-In Materials - Water #59956556-772000.

C: Michael Moore, Public Works Director
Jim Nichols IV, Water Division Supervisor
<table>
<thead>
<tr>
<th>Product Description</th>
<th>Ferguson Waterworks</th>
<th>Core &amp; Main</th>
<th>ETNA Supply</th>
<th>Michigan Pipe and Valve</th>
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<td>8&quot; x 1&quot;</td>
<td>50 104.69</td>
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<td>Curb NL:</td>
<td></td>
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<tr>
<td>¾&quot;</td>
<td>10 57.76</td>
<td>10 60.07</td>
<td>10 58.65</td>
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<td>1&quot;</td>
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<td>150 79.29</td>
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<td>1 ½&quot;</td>
<td>5 184.41</td>
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<td>50 298.28</td>
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<td>¾&quot;</td>
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<td>1 ½&quot;</td>
<td>5 109.55</td>
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<td>10 13.82</td>
<td>10 14.00</td>
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<tr>
<td>1&quot; Union</td>
<td>10 22.97</td>
<td>10 24.21</td>
<td>10 24.45</td>
<td>10 32.93</td>
</tr>
<tr>
<td>1 ½&quot; Union</td>
<td>5 69.49</td>
<td>5 72.66</td>
<td>5 73.45</td>
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<tr>
<td>2&quot; Union</td>
<td>5 79.92</td>
<td>5 118.56</td>
<td>5 119.80</td>
<td>5 161.28</td>
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<td>1&quot; x ½&quot; Reducer</td>
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<td>5 20.48</td>
<td>5 20.70</td>
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<td>1 ½&quot; x 1&quot; Reducer</td>
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<tr>
<td>2&quot; x 1½&quot; Reducer</td>
<td>5 103.63</td>
<td>5 118.56</td>
<td>5 119.80</td>
<td>5 161.28</td>
</tr>
<tr>
<td>¾&quot; Coupling</td>
<td>150 8.92</td>
<td>150 7.99</td>
<td>150 11.20</td>
<td>150 18.82</td>
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<td>1&quot; Coupling</td>
<td>50 13.72</td>
<td>50 12.30</td>
<td>50 17.25</td>
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<td>1½&quot; Flange</td>
<td>20 36.34</td>
<td>20 35.58</td>
<td>20 49.80</td>
<td>20 99.60</td>
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<tr>
<td>2&quot; Flange</td>
<td>20 47.50</td>
<td>20 46.45</td>
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<tr>
<td>Sampling Station</td>
<td>5 723.17</td>
<td>5 600.00</td>
<td>5 752.00</td>
<td>5 1,050.00</td>
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<tr>
<td>Sampling Station Stainless Steel</td>
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<td>5 798.00</td>
<td>5 794.00</td>
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</table>

**Bid Grand Total:** $118,336.58* $119,788.19* $119,612.60 $152,912.38*

*Adjusted by Purchasing

**Delivery time after receipt of PO/Order:**
- Net 30
- 3-5 days
- Stock - 14 days
- 1-10 days

**Warranty:**
- Per Manufacturer's Warranty
- Per Manufacturer's Warranty

**Net 30**

**3-5 days**

**Stock - 14 days**

**1-10 days**

**Notes:**
- NB - No Bid
- *Adjusted by Purchasing
INVITATION TO BID

ITB-SH19-019

The City of Sterling Heights, Michigan is accepting sealed bids for WATER SERVICE PARTS until TUESDAY, APRIL 16, 2019 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

Jared Beaudoin
Purchasing Manager

Office of Purchasing
586-446-2740

Official bid specifications are available only at www.mtn.info.
IV. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that WATER SERVICE PARTS will be furnished for the prices set forth in this bid. It is understood and agreed that all bids are F.O.B. DESTINATION, that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices will remain firm for One (1) year from date of contract.

All quantities indicated are estimated amounts for one (1) year and may vary during the course of the contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder. It is the intent of the City to purchase the services in the quantity and frequency as listed in this bid, however, the City reserves the right to reduce or eliminate this purchase without prior notice. The City reserves the right to split and/or reject all bids to realize the greatest cost savings. ALL PRODUCTS MUST BE OF US ORIGIN.

BID GRAND TOTAL: $____________________________

Delivery Time after Receipt of PO/Order:____________________________________

Warranty:__________________________________________________________

If awarded this bid, would you accept the City’s payment via a City Credit Card? (Your response to this question has no impact on the award of this bid.)

☐ Yes  ☐ No

How did you receive notification of this bid? (please check all that apply)

☐ MITN  ☐ City of Sterling Heights website  ☐ Text notification from City

☐ Email notification from City  ☐ Local paper  ☐ Other:________________________

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: ______________________________________________________________

Would you be interested in free notification from the City via text or email for ALL future solicitations? Yes ☐ No ☐

If yes: text ☐________________________ email ☐________________________ both ☐

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company____________________________________

Official bid specifications are available only at www.mitn.info.
### IV. BID FORM (CONT'D)

Address______________________________________________________________

City/State/Zip_____________________________________________________________________

Representative/Title___________________________________________________________

Telephone/Fax________________________________________________________________________

Terms________________________________________________________________________________

E-Mail Address/Website________________________________________________________

Signature/Date________________________________________________________________________

### SOFT COPPER PIPE - MUST BE US ORIGIN

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<th>Est Qty</th>
<th>Unit Size</th>
<th>Description</th>
<th>Unit Price (per roll/length)</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>3/4&quot; x 60' rolls</td>
<td>K Copper</td>
<td>$_________________</td>
<td>$__________</td>
</tr>
<tr>
<td>100</td>
<td>1&quot; x 60' rolls</td>
<td>K Copper</td>
<td>$_________________</td>
<td>$__________</td>
</tr>
<tr>
<td>10</td>
<td>2&quot; x 20' lengths</td>
<td>K Copper</td>
<td>$_________________</td>
<td>$__________</td>
</tr>
<tr>
<td>1</td>
<td>2&quot; x 60' roll</td>
<td>K Copper</td>
<td>$_________________</td>
<td>$__________</td>
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### REPAIR CLAMPS CL - MUST BE US ORIGIN

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<th>Est Qty</th>
<th>Size</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>8&quot; x 12&quot;</td>
<td>Ford #FS1-939-125, Power Seal #3121AS8C12S, or equivalent; All Stainless, 1 Piece, Full Seal</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>15</td>
<td>8&quot; x 12&quot; x 1&quot;</td>
<td>Ford #FS1-939-125-CC4, Power Seal #3121AS8C12S1CC, or equivalent; All Stainless, 1 Piece, Full Seal</td>
<td>$__________</td>
<td>$__________</td>
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</table>

Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).
### IV. BID FORM (CONT'D)

#### REPAIR CLAMPS CI - MUST BE US ORIGIN

<table>
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<th>Total Price</th>
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<tbody>
<tr>
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<td>12&quot; x 12&quot;</td>
<td>Ford #FS1-1350-125, Power Seal #3121AS12C12S, or equivalent; All Stainless, 1 Piece, Full Seal</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>4</td>
<td>12&quot; x 12&quot; x 1&quot;</td>
<td>Ford #FS1-1350-125-CC4, Power Seal #3121AS12C12S1CC, or equivalent; All Stainless, 1 Piece, Full Seal</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>2</td>
<td>16&quot; x 15&quot; x 1&quot;</td>
<td>Ford #FS2-1790-15-CC4, Power Seal #3122AS16C16S1CC, or equivalent; All Stainless, Must be 2 Piece, Full Seal</td>
<td>$_________</td>
<td>$_________</td>
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#### REPAIR CLAMPS AC - MUST BE US ORIGIN

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<th>Total Price</th>
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<tr>
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<td>16&quot; x 15&quot; x 1&quot;</td>
<td>Ford #FS2-1925-15-CC4, Power Seal #3122AS16C160CD1CC or equivalent; All Stainless, Must be 2 Piece, Full Seal</td>
<td>$_________</td>
<td>$_________</td>
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#### SERVICE SADDLES - MUST BE US ORIGIN

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<th>Est. Qty</th>
<th>Size</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>8&quot; x 1&quot;</td>
<td>Ford #202B-962-CC4, AY McDonald #3825, or equivalent</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bronze, 2 Straps x AWWA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>8&quot; x 2&quot;</td>
<td>Ford #202B-962-CC7, AY McDonald #3825, or equivalent</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td></td>
<td></td>
<td>Bronze, 2 Straps x AWWA</td>
<td></td>
<td></td>
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</tbody>
</table>

Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).

Page 10 of 18
### IV. BID FORM (CONT'D)

#### SERVICE SADDLES - MUST BE US ORIGIN

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<th>Size</th>
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<tr>
<td></td>
<td></td>
<td>2 Straps x AWWA</td>
<td></td>
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#### CURBS NL - MUST BE US ORIGIN

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<th>Unit Price</th>
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<tbody>
<tr>
<td>10</td>
<td>¾&quot;</td>
<td>Mueller B-25154N, or AY McDonald 76104 Ball Valve, Minneapolis Style, FLxFL, Lead Free Brass</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>150</td>
<td>1&quot;</td>
<td>Mueller B-25154N, or AY McDonald 76104 Ball Valve, Minneapolis Style, FLxFL, Lead Free Brass</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>5</td>
<td>1½&quot;</td>
<td>Mueller B-25154N, or AY McDonald 76104 Ball Valve, Minneapolis Style, FLxFL, Lead Free Brass</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>50</td>
<td>2&quot;</td>
<td>Mueller B-25154N, or AY McDonald 76104 Ball Valve, Minneapolis Style, FLxFL, Lead Free Brass</td>
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#### CORPS NL - MUST BE US ORIGIN

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<td>$_________</td>
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Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).
IV. BID FORM (CONT'D)

**CORPS NL - MUST BE US ORIGIN**

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<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>5</td>
<td>1½&quot;</td>
<td>Mueller B-25000N, or AY McDonald 76701B Ball Valve, AWWA/CCxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
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<tr>
<td>50</td>
<td>2&quot;</td>
<td>Ford #FB600-4-NL, or AY McDonald 76701B Ball Valve, AWWA/CCxFL, Lead Free Brass</td>
<td>$_____</td>
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**STOP BOXES - MUST BE US ORIGIN**

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<th>Total Price</th>
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<tr>
<td>400</td>
<td>1¾&quot;</td>
<td>AY McDonald 5615WB Minneapolis Pattern, Base Tapped 2&quot;, 5'6&quot; extended length</td>
<td>$_____</td>
<td>$_____</td>
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**OTHER - MUST BE US ORIGIN**

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<th>Total Price</th>
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</thead>
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<td>10</td>
<td>¾&quot; union</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>10</td>
<td>1&quot; union</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>5</td>
<td>1½&quot; union</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
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<tr>
<td>5</td>
<td>2&quot; union</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>5</td>
<td>1&quot; - ¾&quot; reducer</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>5</td>
<td>1½&quot; x 1&quot; reducer</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
<td>$_____</td>
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<tr>
<td>5</td>
<td>2&quot; x 1½&quot; reducer</td>
<td>FLxFL, Lead Free Brass</td>
<td>$_____</td>
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Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).
## IV. BID FORM (CONT'D)

### OTHER - MUST BE US ORIGIN

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<th>Description</th>
<th>Supplier</th>
<th>Price 1</th>
<th>Price 2</th>
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<tbody>
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<td>150</td>
<td>¾&quot; Coupling AY McDonald #74620 ¾&quot; x ¾&quot; x 2½&quot;, Lead Free Brass</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>1&quot; Coupling AY McDonald #74620 1&quot; x 1&quot; x 2.63&quot;, Lead Free Brass</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1½&quot; Flange AY McDonald #7610F 1½&quot;, Lead Free Brass</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>2&quot; Flange AY McDonald #7610F 2&quot;, Lead Free Brass</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Sampling Station Kupferle Eclipse #88 Sampling Station</td>
<td>$__________</td>
<td>$__________</td>
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</tr>
<tr>
<td>5</td>
<td>Sampling Station Kupferle Eclipse #88 Sampling Station Stainless Steel</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

**BID GRAND TOTAL:**

(Please carry TOTAL forward to page 8)

$__________

This form **must** be completed and returned with your bid.

*Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).*
AGENDA STATEMENT

Item Title: To accept a proposal for a fireworks display on July 25th, 2019 at the Sterlingfest Art & Music Fair (Total cost of $15,000 - 100% funded by corporate sponsorship).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:

MR City Clerk   JV Finance & Budget Director   MK City Attorney   MV City Manager

Executive Summary

For the first time ever, the annual Sterlingfest Art & Music Fair will incorporate a fireworks display into its Thursday night programming. In order to procure the services of a licensed and insured pyrotechnic contractor for the July 25th fireworks display, the City developed a request for proposals (RFP).

On April 16, 2019, five proposals were received from qualified contractors responding to the City’s RFP. The primary scope of services includes a continuously fired program not less than 15 minutes in length and culminating with a grand finale. The RFP requested pricing for a $10,000 display and a $15,000 display on July 25th or the make-up date of July 26th.

An evaluation committee composed of Community Relations Director Bridget Kozlowski, Fire Chief Chris Martin, and Purchasing Manager Jared Beaudoin thoroughly reviewed the five proposals. All contractors submitting proposals were well qualified and experienced. The proposal from American Fireworks Company was evaluated as the best based upon the incorporation of the most firework shells into the 15 minute display. American Fireworks Company has performed fireworks shows for many local municipalities and a check of references indicated produced very positive reviews of this contractor. American Fireworks Company operates a warehouse in Richmond, Michigan.

City Administration is recommending that the proposal by American Fireworks Company for a fireworks display on July 25th at the Sterlingfest Art & Music Fair be accepted at a cost of $15,000. Corporate sponsorship for the fireworks display offset the cost incurred by the City.

Please see the attached staff report, supporting documentation and purchase recommendation from Community Relations Director Bridget Kozlowski.

Suggested Action:
Resolved, to accept the proposal by American Fireworks Company, 7041 Darrow Road, Hudson, OH 44236, for a fireworks display on July 25th, 2019 at the Sterlingfest Art & Music Fair at a cost of $15,000.
GENERAL INFORMATION:
A fireworks display will be incorporated into the Sterlingfest Art & Music Fair for the first time on Thursday July 25, 2019 at 9:30 p.m. It was determined that a Request for Proposal (RFP) would be used to procure a licensed and insured pyrotechnic contractor for the display because it allows the City to produce a program within a defined budget of $10,000 or $15,000, which amount equate to levels of sponsorship collected by the City. The Community Relations Department expects the City to receive corporate sponsorships totaling $15,000 for the July 25th fireworks display. The RFP was advertised on SHTV, posted to the MITN website, Twitter, and published in the Sentry Newspaper. On April 16, 2019, five (5) contractors responded with five (5) proposals as outlined below.

Funding for Sterlingfest expenses are included in the 2019/20 budget, Community Relations Sterlingfest Expense Account #11728292-956003.

STAFF ANALYSIS AND FINDINGS:
On April 16, 2019, the following five pyrotechnic contractors submitted proposals in response to the City’s RFP: American Fireworks Company, Great Lakes Fireworks, Melrose Pyrotechnics, Wolverine Fireworks Display, and Zambelli Fireworks. An evaluation committee composed of Community Relations Director Bridget Kozlowski, Fire Chief Chris Martin and Purchasing Manager Jared Beaudoin thoroughly reviewed all proposals. While all contractors were deemed capable of producing a quality fireworks display, the proposal by American Fireworks Company was evaluated as the most qualified.

While not the sole determining factor, American Fireworks’ proposal offers 7% more fireworks shells in the $15,000 program than any other company submitting a proposal. American Fireworks’ written proposal included a detailed show and production design, and upon negotiation, all fireworks shells will be 3 inch diameter, yielding the highest allowed launch height. This additional height provides better visibility for Sterlingfest patrons viewing from locations in and around Dodge Park.

The fireworks launch location is in the lower bowl in Dodge Park, the same location that proved successful for the fireworks display on the City’s 50th birthday celebration in 2018. The launch site and safe zone will be fenced off and patrolled by personnel from the Police and Fire Departments. The Fire Department will inspect the set-up prior to launch and will monitor the weather and site conditions to ensure public safety. Fire Chief Chris Martin has investigated American Fireworks performance in other municipalities and received very positive recommendations from the other fire departments. No issues or concerns were related to Chief Martin.

American Fireworks is based in Hudson Ohio and operates a warehouse in Richmond, Michigan. This family-owned business has operated for 117 years and the current owner, Roberto Sorgi, is the great grandson of the founder. American Fireworks has supplied a hold harmless and indemnity agreement and $10,000,000 of liability insurance in favor of the City.

STAFF RECOMMENDATION:
Please refer to the Suggested Action on the accompanying Agenda Statement.
NOTIFICATION LIST:

American Fireworks Company
P.O. BOX 1447
7041 Darrow Road,
Hudson, OH 44236
Roberto Sorgi, Owner
Roberto@americanfireworks.com
Date: May 3, 2019

To: Jared Beaudoin, Purchasing Manager

From: Bridget Kozlowski, Community Relations Director

Re: Sterlingfest 2019 Fireworks – Thursday, July 25

Sterlingfest Art & Music Fair is the largest summer festival in Macomb County and one of the largest in Metro Detroit — and continues to attract visitors from all over the region and state to Sterling Heights. With its enormous art fair, diverse food and beverage options, national headlining music acts, first-class carnival and fun for the whole family, Sterlingfest showcases the best Sterling Heights has to offer in one three-day weekend.

At this year’s event, Sterlingfest will include a public fireworks display to take place on Thursday July 25, 2019 at approximately 9:30 PM in Dodge Park. Thursday night was selected as the night for fireworks as it’s usually the most family-oriented of the three nights and a great opportunity to draw additional attendees out to the festival. Sterling Heights’ Police and Fire will work with the Community Relations Department to ensure the fun and safety of all attending this exciting night of family fun.

The full cost of the fireworks display of $15,000 will be paid by for by sponsorship donations. Christian Financial Credit Union has already committed to be the title sponsor at $10,000, and any additional costs will be offset by an increase in sponsorship revenue anticipated this year.

A request for proposals (RFP) was developed seeking detailed proposals from qualified and experienced fireworks contractors to perform the fully sponsored public fireworks display. On April 16, five proposals were received from qualified contractors responding to the City’s RFP. The primary scope of services includes a continuously fired program no less than 15 minutes in length to include an opening volley, body of program and grand finale. Proposals were requested pricing for a $10,000 program and a $15,000 program. The proposal included a make-up date of Friday July 26, 2019 in case weather or other conditions prevent the fireworks from occurring as scheduled.

Following a review of all contractors that submitted proposals by the evaluation committee (Bridget Kozlowski, Jared Beaudoin and Chief Chris Martin), the proposal from American Fireworks Company was selected. American Fireworks Company proposed more fireworks shells than any other proposal and has performed fireworks shows for local communities. American’s references were excellent and secured our selection.

As such, I am recommending acceptance of the proposal from American Fireworks Company for the Sterlingfest 2019 Fireworks Display in the amount of $15,000. Thank you, and please reach out with any questions.
<table>
<thead>
<tr>
<th></th>
<th>Program and Shell Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Opening</td>
</tr>
<tr>
<td><strong>$10,000 PROGRAM</strong></td>
<td></td>
</tr>
<tr>
<td>American</td>
<td>168</td>
</tr>
<tr>
<td></td>
<td>1,530</td>
</tr>
<tr>
<td>Great Lakes</td>
<td>240</td>
</tr>
<tr>
<td></td>
<td>1,455</td>
</tr>
<tr>
<td></td>
<td>???</td>
</tr>
<tr>
<td>Wolverine</td>
<td>216</td>
</tr>
<tr>
<td></td>
<td>1,200</td>
</tr>
<tr>
<td>Zambelli</td>
<td>100</td>
</tr>
</tbody>
</table>

| **$15,000 PROGRAM** |          |      |        |       |      |      |   |       |
| American             | 312     | 864  | 1,224  | 2,400 |      |      |   | 2,400 |
|                      | 2,400   |      |        |       |      |      |   |       |
| Great Lakes          | 320     | 596  | 1,326  | 2,242 |      |      |   | 2,242 |
|                      | 2,242   |      |        |       |      |      |   |       |
|                      | ???     |      |        |       |      |      |   |       |
| Wolverine            | 432     | 687  | 639    | 1,758 | 366  | 1,392 | 1,758 |
|                      | 1,392   |      | 639    | 1,758 |      |      |   |       |
| Zambelli             | 200     | 1,000| 800    | 2,000 |      |      |   | 2,000 |

Melrose did not provide a listing of shells or shell size.
$15,000 PROPOSAL
CITY OF STERLING HEIGHTS 2019 FIREWORKS DISPLAY

### Opening Volley

<table>
<thead>
<tr>
<th>Number of Shells</th>
<th>Size</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>312</td>
<td>3&quot;</td>
<td>MULTI-COLOR PREMIUM STAR SHELLS</td>
<td>$2,196.48</td>
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Opening Volley Cost Total $2,196.48

### Body of Program

<table>
<thead>
<tr>
<th>Number of Shells</th>
<th>Size</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>288</td>
<td>3&quot;</td>
<td>ASSORTED COLOR PREMIUM STAR SHELLS</td>
<td>$2,027.52</td>
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<tr>
<td>288</td>
<td>3&quot;</td>
<td>ASSORTED FANCY COLOR CHANGING SHELLS</td>
<td>$2,027.52</td>
</tr>
<tr>
<td>288</td>
<td>3&quot;</td>
<td>ASSORTED SPECIAL EFFECT/PATTERN SHELLS</td>
<td>$2,027.52</td>
</tr>
</tbody>
</table>

Body of Program Cost Total $6,082.56

### Grand Finale

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<th>Number of Shells</th>
<th>Size</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,224</td>
<td>3&quot;</td>
<td>MULTI-COLOR PREMIUM STAR SHELLS</td>
<td>$8,616.96</td>
</tr>
</tbody>
</table>

Grand Finale Cost Total $8,616.96

Total Cost of $15,000 Fireworks Display $16,896.00

Company Name: **AMERICAN FIREWORKS COMPANY**

Discount Total $1,896.00

$15,000.00

Use extra proposal sheets if necessary. Attach documents showing shell height and design when exploded for public viewing. This form **must** be completed and returned with your proposal.
**Show Location:** Dodge Park – City of Sterling Heights  
40620 Dodge Park Road  
Sterling Heights, Michigan

**Show Time:** 9:30 PM approximately

**Show Duration:** 15 – 20 Minutes

**This Fireworks Display Proposal Includes:**

1. **Michigan** Licensed Pyrotechnicians and Technician Assistants necessary to set up, fire, take down, and conduct a safety inspection.

2. Delivery of all product and materials to the display site by qualified drivers as required by the U.S. Department of Transportation.

3. Professional, choreography and firing of the entire display utilizing FireOne Firing system. FireOne is the trusted system used around the world on the largest of productions.

4. All mortar racks necessary to pre-load all shells in the display. All racks are built to NFPA code specifications.

5. Public Liability and property damage insurance of $10,000,000 combined single limit. Our insurance company has an A++ rating.

6. Automobile liability insurance of $10,000,000 as required by the U.S. Department of Transportation.

7. **Michigan** Workers Compensation coverage for all pyrotechnicians and technician assistants.

8. **Michigan** Explosives License as required by the U.S. Department of Alcohol, Tobacco, and Firearms.
SHOW PRODUCTION AND DESIGN

American Fireworks will provide professional, computerized scripting of the entire fireworks display. We will utilize coordinated segments, matching like colors and effects, to create a variety of spectacular scenes for the crowd.

Show Segments and Highlights

The choreography of the aerial display will utilize several segments, including:

**Patriotic**— Five different segments utilizing red, white, and blue shells with various effects. These segments will be distributed throughout the show as detailed in the program and will be approximately 20 seconds in duration each.

**The Fast and Furious**— Will include several segments that will build in intensity throughout the show, culminating in a spectacular Finale (Pre-Finale and Grand Finale) that will be over 4 minutes in duration! An abundance of thundering, fast-breaking shells will be utilized in these segments (Crossettes, titanium salutes, tourbillions, peonies, and fish).

**Soft and Slow**— During these segments we will utilize soft-breaking, long duration shells such as arcing comets, brilliant glitters, willows, kamuros, and brocades.

**Silver and Gold**— No fireworks production would be complete without a glittering array of silver and gold effects. We will utilize coconut shells, flitter shells, and gold brocades to present curtains of brilliant golds and silvers to the crowd.

**American Specialties**— These segments will utilize specialty shells that will provide the crowd with many opportunities for “ooohs” and “aaahs.” Color changing chrysanthemums, multiple-ring shells, pattern shells, and whistles are among the favorites that will be accentuated here.
DISPLAY SHELL DETAIL

In order to simplify the information about the shells in our proposal, we have provided shell counts in three different categories of shells that we offer: **Premium Star Shells**, **Fancy Color Changing Star Shells**, and **Special Effect/Pattern Star Shells**. Below we have listed a sample of specific shells that you could expect to find in each category of shells that we have included in your proposal. This is only a sample of the extensive selection of high quality import and domestic shells which we feature in our inventory.

**Premium Star Shells**
Purple Peony, White Peony, Gold Peony, Red & Blue Peony, Half Green/Half Yellow Peony, Silver Chrysanthemum, Blue Chrysanthemum, Variegated Chrysanthemum, Purple and Spangle, Green Flashing, Gold Flash w/Blue Pistil, Glittering Chrysanthemum, Red Diadem, Silver Wave, Red and Silver Glittering, White Flashing Flower, Green Dahlia, Gold Palm Tree, Silver Surf, Red Tiger Tail, Glittering Comet, Diadem Chrysanthemum w/Palm Core, Red/White & Blue Waves, Crackling Dahlia, Aqua Chrysanthemum w/Glitter Tail.

**Fancy Color Changing Star Shells**
White Twinkling Kamuro, Purple to Crackling Flower w/Green Pistil, Rainbow Dahlia, Golden Wave to Variegated Chrysanthemum, Red/White & Blue Glitter, Red Gamboge to Blue to Silver Chrysanthemum, Purple to Green Chrysanthemum, Red to White Peony w/Crackling Pistil, Purple to White Flashing Chrysanthemum, Glittering Blue to Crackling, Green Diadem to Purple w/Silver Pistil, Golden Rippling Peony, Purple Sun w/Glitter Palm Core, Three Color Kamuro, White Twinkling Kamuro, Golden Wave to Green to Crackling.

**Special Effect/Pattern Star Shells**
Glittering Coconut, Crackling Spider w/tail, Silver Strobe to Crackling Flower, Brilliant Brocade Waterfall, Green Dahlia w/Salute, Bowtie Ring, Bee and Flower w/Strobe Tail, Brocade Kamuro, Silver Tourbillion, Crackling Willow, Red Crossette, Whistling & Crackling Fish, Dragon Eggs w/Ring, Glittering Crackling Coconut w/Rising Tail, White Flitter Crossette, Silver Ring w/Artillery Pistil, Fish and Whistle, Silver Brocade Dragon, Gold Strobe
**OPENING BARRAGE**

Our program will begin with a “mini grand finale” that will fill the sky with Red, White, and Blue colors and effects. This impressive salvo will set the mood for your spectacular, patriotic display.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>240</td>
<td>3” Multi Color Premium Star Shells</td>
</tr>
<tr>
<td>72</td>
<td>3” Gusting Titanium Salutes with Bright Gold Tails</td>
</tr>
</tbody>
</table>

**BODY OF SHOW**

The body of the program will consist of 3” aerial shells and rapid-fire cakes. The aerial shells will be fired in volleys of 2, 3, and sometimes more. We will fire the body of the show at a smooth, consistent pace with no dead spaces between firings. Rapid-fire cakes will be intermixed with the aerial shells to provide high-energy, intense segments to the show. During the firing of the cakes, we will launch aerial shells of similar colors and effects over top of the cakes to give a layering effect of pyrotechnics.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>864</td>
<td>Assorted Color Premium Star Shells</td>
</tr>
<tr>
<td></td>
<td>Assorted Fancy Color Changing Shells</td>
</tr>
<tr>
<td></td>
<td>Assorted Special Effect/Pattern Shells</td>
</tr>
<tr>
<td></td>
<td>Special Effect: Flights of 3</td>
</tr>
<tr>
<td></td>
<td>Special Effect: Flights of 2</td>
</tr>
</tbody>
</table>
GRAND FINALE

The crowd begins to applaud as they think the show has concluded. Suddenly, we unleash most memorable part of your spectacular display—our Grand Finale. This enormous, thundering, and awesome barrage will overwhelm the crowd with an amazing array of colors and shattering titanium salutes. The finale will begin with a low rumble, as titanium salutes explode every forth shell. Gradually the intensity will increase as we approach the ear shattering conclusion titanium salutes ringing out in a thunderous explosion that can only be described with one word—AWESOME!

936  3” Multi Color Premium Star Shells
288  3” Gusting Titanium Salutes with Bright Gold Tails

SHOW SHELL SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>3”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Barrage</td>
<td>312</td>
</tr>
<tr>
<td>Body of Show</td>
<td>864</td>
</tr>
<tr>
<td>Grand Finale</td>
<td>1,224</td>
</tr>
<tr>
<td>Totals</td>
<td>2,400</td>
</tr>
</tbody>
</table>
IV. SCOPE OF WORK

The City of Sterling Heights invites experienced fireworks display companies which meet the qualifications contained in this Request for Proposal ("RFP") for Sterlingfest 2019 Fireworks Display to submit sealed written proposals to provide a professional fireworks display at its annual Sterlingfest Art & Music Fair.

Fireworks Date: Thursday July 25, 2019

Fireworks Time: 9:30 PM approximately

Fireworks Location: Dodge Park – City of Sterling Heights
40620 Dodge Park Rd., Sterling Heights, MI
See map attached of proposed launch location at Dodge Park

Set-up: Display and Launch site must be set-up and ready for launch and inspection by 5 PM on the day of the event.

Make-up date: Friday July 26, 2019, 9:30 PM, if weather or other conditions prevent fireworks from occurring as scheduled. If weather conditions are not ideal on the make-up date, then the selected contractor and the City will agree on a mutually-agreed upon date. There shall be no additional cost to the City for a fireworks display on any make-up date

Shells: Shells shall not exceed 3 inches in diameter and shall be of the highest quality. No ground display fireworks are allowed. Fireworks need to be able to clear the surrounding trees and be visible by attendees on the fairgrounds in Dodge Park.

Show: The length of the show shall be no less than 15 minutes, preferable longer and shall be continuously fired without interruption. Fireworks should include the following: Opening Volley, Body of Program, and Grand Finale (see Proposal Pricing sheets for describing the shells used, and cost).

Clean-up: Contractor shall be solely responsible for controlling the immediate fireworks display launch area, including set up, tear down, clean-up and filling in any holes.

Communication: Contractor shall arrange for open wireless communication from the launch site to assigned City staff, Fire and Police at all times during set-up, display and clean-up.

Pricing: $10,000 or $15,000 The City will select one (1) contractor and one (1) display for the aforementioned fireworks show.
Payment: Payment to the selected contractor will be made on the night of the display, via check, upon submission of an invoice and performance by the contractor.

Proposal Award: All proposal prices will remain firm for ninety (90) days to allow time for the award of the contract by City Council. Once awarded, the selected contractor will be required to perform on the date listed above, no exceptions, except in the case of weather delay.

Pre-Proposal Inspection: Proposers are encouraged to visit the proposed launch location in Dodge Park prior to submission of a proposal, and consider the terrain and tree height and other variables applicable to the launch area.

Site Security and Launch Approval: The City will provide temporary fencing and site security to control the public from entry into the area near the fireworks launch location. Prior to launch, the selected contractor will be required to receive prior approval of the set-up and favorable weather conditions, from the Sterling Heights Fire Marshall, or his representative. Contractor shall work closely with the Sterling Heights Fire Department and other City departmental personnel to ensure the safety of event attendees.

Fireworks Ordinance & Fire Department Approval: Please refer to the City of Sterling Heights Fireworks Ordinance and Fire Department Application for Display Fireworks. In addition to the requirements set forth in this RFP, the selected contractor will be required to comply with the Fireworks Ordinance and apply for (application fee and policing costs waived) and receive a Display Fireworks Permit from the Sterling Heights Fire Department.

Rejection of Proposals: If the proposer omits from their proposal submission any of the requirements described within these specifications, the City will retain the right to reject the proposal as non-responsive and/or incomplete.

Errors or Omissions: Proposers are not permitted to take advantage of any errors or omissions in the specifications since full instructions will be given should they be called to the attention of the Purchasing Office on or before than the submission deadline.

Liability for Costs: The City will not be liable for any costs incurred by the proposer in the preparation and production of a proposal and/or any resulting interviews. All proposals and material submitted in conjunction with the proposals will become the property of the City.

Tour of Facility: Firms who submit a proposal may be asked for a tour of their facilities and equipment prior to award of proposal.

Assignments: The proposer agrees not to assign, transfer or subcontract this service or any part thereof without the written consent of the City of Sterling Heights, acting through the Purchasing Manager or authorized representatives.
V. PROPOSAL DELIVERABLES

As a prerequisite to any award, the contractor shall provide the following information, as a minimum standard, as part of their respective proposal to be considered a qualified proposer under this specification.

Your proposal should outline the work you are able to perform and any additional information not included in our qualification questionnaire or within this solicitation, which will assist the City with this selection.

**Numbers of Copies** – Please submit four (4) complete bound copies and one (1) electronic copy of your response to this RFP.

**Proposal Format** – Complete the contractor questionnaire and provide fireworks details and pricing at a cost of $10,000 and $15,000. No other pricing proposals are requested. Contractors submitting a proposal are encouraged to include background information about the company, staff experience and resources available, and information about the proposed fireworks displays being offered at the price points indicated.

**Proposal Content** – Qualified contractors submitting a proposal must include the following items, or the proposal may be deemed non-responsive and rejected without any further consideration.

1. A cover letter providing general information about your company to include your company name, address and contact information. Additionally, include the history of your company and other general information for use by the Evaluation Committee to formulate a decision if chosen for an interview.
   - Include any separate contract or agreement that you are proposing
   - Identify any exceptions to the specifications as part of your proposal

2. Completed and Signed Proposal Form

3. Completed detailed proposals for fireworks displays at $10,000 and $15,000

4. Completed and signed Qualification Questionnaire

5. Completed and signed Hold Harmless and Indemnity agreement

6. Completed and signed Non-Iran Linked Business Certification

7. Evidence of required liability insurance, or letter from insurance agent of ability to obtain required insurance.
VI. SELECTION PROCESS

A. Proposal Criteria: This document is a Request for Proposal. It differs from an Invitation to Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotiation meeting firm specifications for the lowest price. As such, the lowest proposed cost will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a contractor's approach meets the desired requirements and needs of the City. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals to identify those selected for interviews. A purchase order will be issued to a qualified contractor submitting the best proposal following City Council approval. The City reserves the right to select, and subsequently recommend for acceptance, the proposal which best meets its required needs, quality levels and budget constraints.

Do not assume the City has any knowledge about your organization and the services you have to offer, nor should you assume the City will conduct any preliminary research into your organization. It is the proposer's responsibility to completely and thoroughly document their proposal.

Except for the cost ($10,000 or $15,000) and the date / time proposed for the fireworks display, contractors are encouraged to be creative and consider the audience, the surrounding terrain and the purpose and spirit of the Sterlingfest Art & Music Fair when designing and presenting their proposed fireworks display to the review committee. For additional information, go to sterling-heights.net and under the Community tab at the top of the home page, click on the Sterlingfest tab for additional event information.

B. Award of Proposal: All proposals will be thoroughly reviewed. However, this is a competitive process, and only a select few proposals will receive further consideration. The City reserves the right to cancel this RFP without prior notice, reject any and all proposals, to make an award based directly on the proposals, to interview a few select proposals, or to negotiate further with one or more companies submitting proposals.

Proposers are advised that the RFP is considered to be under evaluation until award or cancellation. Contractors submitting proposals that did not receive further consideration will not receive preliminary notification of their status. The Office of Purchasing and City staff is restricted from giving any information relative to the proposals or “progress” of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. An award will be posted on the MITN site.

C. Oral Interviews: Based on the results of the preliminary evaluation, it is anticipated that a limited number of contractors will be invited to oral interviews conducted by the City for the purposes of clarifying proposal contents and to respond to questions. The City's Office of Purchasing will notify contractors of oral interview dates and times. If the Office of Purchasing did not contact you, then your proposal was not
selected for further consideration. Only after the completion of all interviews and award of a contract, if any, contractors submitting a proposal will be notified that their proposal was not accepted.

D. **Selection Criteria:** For proposals that receive further consideration, the successful contractor will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to the following:

1. **Experience/Qualifications:** Proposing on this contract shall be limited to individuals, partnerships, and corporations actively engaged in providing this public fireworks display service. Contractors shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Contractors shall provide information to the City demonstrating their ability to satisfy the requirements set forth in the specifications. The Contractor shall include any and all information pertinent to aiding the City in determining the abilities of the Contractor.

2. **Capacity:** Contractors should clearly identify all available resources within the company. Provide number of full-time/part-time employees to be used in the administration and performance of the proposed fireworks display.

3. **Methodology:** Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.

4. **References and Past Performance:** References will be checked before a final determination is made. Past performance will be a factor in the final selection of a proposal, including an investigation of references.

5. **Cost / Fees for Services Rendered:** The cost has been predetermined; the City will select from a qualified contractor to perform a $10,000 or a $15,000 fireworks display, the value and quality will be considered when evaluating the cost.
**VII. PROPOSAL FORM**

The undersigned hereby declares that he has carefully examined the instructions and specifications and will furnish **STERLINGFEST 2019 FIREWORKS DISPLAY** for the $10,000 or $15,000 prices set forth in this proposal.

It is understood and agreed that all proposals are **F.O.B. DESTINATION**, that all proposal prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award of the proposal.

If your proposal is accepted, would you accept the City’s payment via a City Credit Card?
(Your response to this question has no impact on the evaluation of your proposal.)
☐ Yes  ☐ No

How did you receive notification of this proposal? (please check all that apply)
☐ MITN  ☐ City of Sterling Heights website  ☐ Text notification from City
☐ Email notification from City  ☐ Local paper  ☐ Other: __________________________

How did you obtain the proposal specifications? If proposal documents were downloaded from a website, please list: __________________________

Would you be interested in free notification from the City via text or email for ALL future solicitations? Yes ☐ No ☐
If yes: text ☐ __________________________ email ☐ __________________________ both ☐

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

The undersigned certifies that he has downloaded all documents/addendums associated with this proposal from the MITN website.

Company______________________________________________

Authorized Representative (print name)____________________________

Signature: ___________________________ Date: __________________________

Contact Phone: ________________________ email: ________________________
<table>
<thead>
<tr>
<th>Opening Volley</th>
<th># of Shells</th>
<th>Size</th>
<th>Description</th>
<th>Cost</th>
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**Opening Volley Cost Total** $________

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<tr>
<th>Body of Program</th>
<th># of Shells</th>
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<th>Description</th>
<th>Cost</th>
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**Body of Program Cost Total** $________

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<th>Grand Finale</th>
<th># of Shells</th>
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**Grand Finale Cost Total** $________

**Total Cost of $10,000 Fireworks Display** $________

Company Name:_______________________________________

Use extra proposal sheets if necessary. Attach documents showing shell height and design when exploded. This form **must** be completed and returned with your proposal.
STERLINGFEST 2019 FIREWORKS DISPLAY
$15,000 PROPOSAL

# Opening Volley

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Opening Volley Cost Total

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# Body of Program

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Body of Program Cost Total

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# Grand Finale

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Grand Finale Cost Total

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<th>Cost</th>
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Total Cost of $15,000 Fireworks Display

<table>
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<tr>
<th>Cost</th>
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Company Name:_______________________________________

Use extra proposal sheets if necessary. Attach documents showing shell height and design when exploded. This form must be completed and returned with your proposal.

Official scope of work is available only at www.mitn.info.
AGENDA STATEMENT

Item Title: To approve the rental and cleaning of uniforms, shop towels and floor mats at unit pricing available through a U.S. Communities Government Purchasing Alliance cooperative bid, contract #R-BB-19002 (Estimated annual expenditure of $24,618).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:
- MR City Clerk
- JV Finance & Budget Director
- MK City Attorney
- MV City Manager

Executive Summary

The City of Sterling Heights furnishes uniforms (shirts and pants) for designated personnel working in the Department of Public Works, Office of Facilities Maintenance, and Community Relations’ Print Shop. In addition, the City rents shop towels and floor mats that are rotated in and out on a weekly / monthly basis for cleaning.

The Office of Purchasing has reviewed the available options and recommends that the City Council approve the rental and cleaning of uniforms, shop towels, and floor mats at unit pricing available through a U.S. Communities Government Purchasing Alliance cooperative bid. This cooperative bid affords the City with an ability to continue with the same quality of product at unit pricing paid by the City since August, 2009.

Cintas Corporation holds the U.S. Communities Government Purchasing Alliance’s contract for the rental of uniforms, mats, and towels. The term of this cooperative contract extends through October 31, 2023.

Cintas, an industry leader, has provided uniforms and shop towels to the City for the past eighteen years and floor mats since 2006. During this term, the City and its employees have been very satisfied with the quality of uniforms and mats, the cleanliness of the products, and the timeliness of deliveries. The total annual cost to the City for rental of uniforms, shop towels, and floor mats is estimated to be $24,618.24.

Suggested Action:

Resolved, to approve the rental and cleaning of uniforms, shop towels, and floor mats from Cintas Corporation, 51518 Quadrate Drive, Macomb, MI 48042, for the period May 22, 2019 through October 31, 2023 at unit pricing available through the U.S. Communities Government Purchasing Alliance.
cooperative bid, contract #R-BB-19002, and authorize the City Manager to sign all documents required in conjunction with this approval on behalf of the City.
CITY OF STERLING HEIGHTS
STAFF REPORT
May 21, 2019

Prepared By: Jared Beaudoin, Purchasing & Facilities Maintenance Manager Ext. No. 2741

GENERAL INFORMATION:

Cooperative purchasing is an efficient way for governmental entities to utilize combined purchasing power to obtain greater discounts for needed products and services. The Office of Purchasing recently researched options for rental and cleaning of uniforms, shop towels, and floor mats and determined that the product and pricing available through a U.S. Communities Government Purchasing Alliance cooperative bid best meets the City’s product and unit pricing needs.

It is expected that the City will annually spend approximately $19,936.80 for rental and cleaning of uniforms and $4,681.44 for rental and cleaning of floor mats/shop towels. Funding for uniforms is available in 715000 (Clothing Allowance) within the following operational areas:

11744444 - Street Services
11744553 - Fleet Maintenance
11717265 - Facilities Maintenance
11728292 - Community Relations
59956556 - Water Distribution
59958558 - Sewage Collection

Funding for floor mats is budgeted annually in 11717265 (Facilities Maintenance) 945000 (Other Rental) and 87700716 (LDFA – Incubator) 832000 (Building Maintenance).

STAFF ANALYSIS AND FINDINGS:

Cintas Corporation has been the vendor for uniform needs of personnel from the Department of Public Works, Office of Facilities Maintenance, and Community Relations’ Print Shop for the past eighteen years. Employees have been satisfied with the quality, cleanliness, and timeliness demonstrated by Cintas over this extended term. The unit pricing available under the U.S. Communities Government Purchasing Alliance cooperative bid allows the City to continue utilizing Cintas’ product lines at the same unit pricing paid in 2009. Cintas will periodically replace damaged and soiled employee uniforms with new shirts/pants as needed at no incremental cost to the City.

The unit pricing available under the U.S. Communities Government Purchasing Alliance cooperative bid is:
Rental/Cleaning DPW (46 employees)
65/35 Cotton/Poly Shirts: $3.05
65/35 Cotton/Poly Uniform Pants: $1.60
$4.65 / week / DPW employee

Expected DPW Uniform Yearly Cost: $11,122.80 / year

Rental/Cleaning Fleet Maintenance (12 employees)
88/12 Cotton/Nylon Fire Resistant Mechanic Shirt: $4.32
88/12 Cotton/Nylon Fire Resistant Mechanic Pant: $4.38
$8.70 / week / DPW mechanic

Expected Fleet Maintenance Uniform Yearly Cost: $5,428.80 / year

Rental/Cleaning DPW Supervisory Staff (7 employees)
65/35 Cotton /Poly Uniform Shirt: $3.05
65/35 Cotton /Poly Uniform Pant: $1.60
$4.65 / week / DPW supervisor

Expected DPW Supervisory Staff Uniform Yearly Cost: $1,692.60 / year

Rental/Cleaning Facilities Maintenance (6 employees)
65/35 Cotton /Poly Polo Shirt: $3.05
65/35 Cotton /Poly Uniform Pant: $1.60
$4.65 / week / FM employee

Expected Facilities Maintenance Uniform Yearly Cost: $1,450.80 / year

Rental/Cleaning Print Shop (1 employee)
65/35 Cotton /Poly Polo Shirt: $3.05
65/35 Cotton /Poly Uniform Pant: $1.60
$4.65 / week / Print Shop employee

Expected Print Shop Uniform Yearly Cost: $241.80 / year

Additional Rental / Cleaning items:
400 Shop Towels rental / cleaning: $24.00 / week $1,248.00 / year
85 floor mats rental / cleaning (Oct-Apr): $286.92 / month $2,008.44 / year
81 floor mats rental / cleaning (May-Sep): $285.00 / month $1,425.00 / year

Expected Shop Towel/Floor Mat Yearly Cost: $4,681.44 / year

Expected Total Yearly Cost: $24,618.24 / year

Please see the attached memo from the Department of Public Works for further information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Cintas Corporation
51518 Quadrate
Macomb, MI 48042
Daniel Torres, Service Manager
torresd@cintas.com
Date: May 1, 2019

To: Jared Beaudoin, Purchasing Manager

From: Erik Skurda, Operations Manager

Subject: Recommendation – Employee Uniforms

By union contract the City of Sterling Heights is required to furnish uniform shirts and pants for personnel of the Department of Public Works, Facilities Maintenance, and Print Shop.

The City of Sterling Heights is a member of the U.S. Communities Government Purchasing Alliance. Under this purchasing cooperative, the lead agency has undertaken and completed the bid process for uniform rental resulting in an award to Cintas Corporation. This cooperative contract allows the City the ability to retain the same level of service from Cintas while receiving no price increase for the next five years.

After reviewing all options, DPW staff recommends awarding the uniform rental contract with the following prices to:

Cintas Corporation
51518 Quadrant
Macomb, MI 48042
Attn: Daniel Torres

<table>
<thead>
<tr>
<th>Division</th>
<th>Weekly Cost Per Employee</th>
<th>Yearly Cost Per Employee</th>
<th>Number of Employees</th>
<th>Total Cost Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Maintenance</td>
<td>$4.65</td>
<td>$241.80</td>
<td>6</td>
<td>$1,450.80</td>
</tr>
<tr>
<td>Print Shop</td>
<td>$4.65</td>
<td>$241.80</td>
<td>1</td>
<td>$241.80</td>
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<tr>
<td>Street Services</td>
<td>$4.65</td>
<td>$241.80</td>
<td>20</td>
<td>$4,836.00</td>
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<tr>
<td>Water Distribution</td>
<td>$4.65</td>
<td>$241.80</td>
<td>11</td>
<td>$2,659.80</td>
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<tr>
<td>Supervisory Staff</td>
<td>$4.65</td>
<td>$241.80</td>
<td>7</td>
<td>$1,692.60</td>
</tr>
<tr>
<td>Sewer Collection</td>
<td>$4.65</td>
<td>$241.80</td>
<td>15</td>
<td>$3,627.00</td>
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<tr>
<td>Fleet Maintenance</td>
<td>$8.70</td>
<td>$452.40</td>
<td>12</td>
<td>$5,428.80</td>
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<tr>
<td><strong>Total Uniforms</strong></td>
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<td><strong>72</strong></td>
<td><strong>$19,936.80</strong></td>
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<tr>
<td>3' x 5' Floor Mat</td>
<td>$1.90/Mat</td>
<td>$98.80/Mat</td>
<td>3 Mats</td>
<td>$296.40</td>
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<tr>
<td>3' x 10' Floor Mat</td>
<td>$2.85/Mat</td>
<td>$148.20/Mat</td>
<td>6 Mats</td>
<td>$889.20</td>
</tr>
<tr>
<td>Shop Towels</td>
<td>$0.06/Towel</td>
<td>$3.12/Towel</td>
<td>400 Towels</td>
<td>$1,248.00</td>
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</table>
Included in the pricing is the rental/cleaning of shop towels for the Fleet Maintenance Division to utilize while working on vehicles and equipment. We estimate this cost to be approximately $1,248.00 per year.

For the past twenty-one years Cintas Corporation has provided uniforms for the Department of Public Works, Facilities Maintenance, and Print Shop employees. Staff has been satisfied with the uniforms, cleaning results, and prompt return of garments. Additionally, the ability to incur no price increase over the term of the contract validates the award to Cintas.

We estimate spending approximately $22,370.40 per year during the five-year award period. Funds for this are budgeted in the following clothing allowance (715000) accounts:

- Street Services 11744444-715000
- Fleet Maintenance 11744553-715000
- Facilities Maintenance 11740412-715000
- Community Relations 11728292-715000
- Water Distribution 59956556-715000
- Sewer Collection 59958558-715000

C: Michael Moore, Public Works Director
DPW Supervisors
This agreement is effective as of this date from __________ to __________, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).

- Name Emblem $ _____________ 
- Customer Emblem $ _____________
- Company Emblem $ _____________
- Embroidery $ _____________
- COD Terms $ _____________ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _________% of Inventory _____________ Ea.
- Minimum Charge $ _____________ per delivery.
- Automatic Lost Replacement Charge: Item _________% of Inventory _____________ Ea.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ _____________ per garment.
- Seasonal Sleeve Change $ _____________ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $ _____________

Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ _____________ per garment will be assessed for employee's size changed within 4 weeks of installation.

Other

FACILITY SERVICES PRODUCTS PRICING:

<table>
<thead>
<tr>
<th>Bundle*</th>
<th>Item #</th>
<th>Description</th>
<th>Rental Freq.</th>
<th>Inventory</th>
<th>Unit Price</th>
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<td>See Addendum &quot;A&quot;</td>
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*Indicated bundled items/services

- [ ] Initial and check box if Unilease. All Garments will be cleaned by customer
- [ ] Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control of customer.
- [ ] Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 354

CUSTOMER:

By: D. Torres

Title: Svc Mgr.

Accepted-GM:
1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.


Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied pursuant to this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.

7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.

12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.

13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or
terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer’s account prior to termination.
## UNIFORM PRICING:

<table>
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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>Frequency</th>
<th>UNIT PRICE</th>
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## FACILITY SERVICE PRICING:

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<td>7171</td>
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</table>
City of Sterling Heights
40555 Utica Rd.
Sterling Heights, Mi 48314

Contract# 2103722089
SIGNING LOCATION: 354
CINTAS CONTACT: Dan Torres
PHONE: 586-677-9900
E-MAIL: torresd@cin tas.com

Departments/ Divisions listed below are to be serviced under the same terms and pricing as outlined in the Master Agreement.

Public Works Dept  Parks and Rec Dept.  Streets Division
Fleet Division  Sewer Division  Water Division
Facilities Maintenance  Print Shop  Safewasher
Library  District Court  City Hall
Police Dept  Senior Center  Community Center
18 Mile Rd Velocity

Other departments may be added at any time and become subject to the same terms and pricing outlined in the Master Agreement.

CINTAS  City of Sterling Heights

SIGN  SIGN
PRINT  PRINT
DATE  DATE
Prince William County Public Schools, VA
Contract R-BB-19002, Facilities Management Products and Solutions

Initial term, December 13, 2018 to October 31, 2023
Option to renew for (2) additional (2) year periods

Lead Agency
Prince William County Public Schools, Virginia

Contract Number
R-BB-19002

Executive Summary
• Uniform Guidance

Master Agreement Documents
• Official Signed Contract

Response Evaluation
• Response Evaluation and Notice of Award
• AZ Compliance

Solicitation Process
• Original RFP Document
• RFP Amendment
• Proof of Publication
This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the “Contractor” and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the “Prince William County Public Schools”, “Purchasing Agency” or “PWCS”.

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. SCOPE OF CONTRACT: Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. CONTRACT DOCUMENTS: The contract documents shall consist of the following:
   
   2.1. This signed Contract document;
   
   2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)

3. CONTRACT TERM AND RENEWAL:

   3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

   3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

4. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. PRICING: In accordance with applicable percentage discounts and prices, per attached Contractor’s response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).

6. PAYMENT TERMS: 2% Discount Net 15, Standard terms are Net 30 days
7. **TERMINATION FOR CONVENIENCE:**

7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.

7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.

7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.

7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.

7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereeto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:** Cintas Corporation No. 2

**Purchasing Agency:**

Authorized Signature

Authorized Signature

Anthony Crosby, CPPO, CPPB

Title

Supervisor of Purchasing

Date
MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

a. PWCS’s Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
b. Contractor’s proposal dated August 13, 2018;
c. Contractor’s responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
d. Contractor’s best and Final Offer, dated October 5, 2018;
e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include “to the fullest extent permitted by applicable law”;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.
h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics (“FRC”) under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER’S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC’S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged
failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

[Signature]

[Title]

Anthony Crosby
Supervisor of Purchasing

12/21/18
AGENDA STATEMENT

Item Title: To approve Consent Special Assessment Agreements for the 2017 Sidewalk Replacement Program, City Project #17-297, Special Assessment District SW-17-01.

Submitted By: Engineering

Contact Person/Telephone: Brent Bashaw, City Engineer - 586.446.2721

Administration Approvals: MR City Clerk JV Finance & Budget Director MK City Attorney MV City Manager

Executive Summary

At the July 18, 2017 regular meeting, City Council awarded the bid for the 2017 Sidewalk Replacement Program, City Project #17-297 to Italia Construction Inc. The scope of work called for replacement of defective sidewalk located in Section 14 of the City.

In accordance with the “Streets, Sidewalks, and Right-of-Way Ordinance,” § 48.6-E, City Council also adopted a resolution requiring the owners of the properties included in the project area to reconstruct or repair the defective sidewalks adjacent to or abutting their lots or premises or be invoiced for the work completed by the City’s contractor. In the event the owners are unable to pay the invoice balance in one lump sum, the City allows for installment payments pursuant to a Consent Special Assessment.

Attached for City Council approval are 14 signed Consent Special Assessment Agreements whereby the property owners will pay the invoice balance over five years with a six percent interest charge on the unpaid balance in lieu of one lump sum. Only 1.8% of the property owners involved in the 2017 Sidewalk Replacement Program have opted to pay via the installment payment option.

Suggested Action:

Resolved, to approve the Consent Special Assessment Agreements for the 2017 Sidewalk Replacement Program, City Project #17-297, Special Assessment District SW-17-01, and authorize the Mayor and City Clerk to sign the Agreements on behalf of the City.
RE: Consent Special Assessment Agreements for the 2017 Sidewalk Replacement Program, City Project #17-297, Special Assessment District SW-17-01

Prepared By: Brent Bashaw, City Engineer (586) 446-2720

GENERAL INFORMATION: At the July 18, 2017 regular meeting, City Council awarded the bid for the 2017 Sidewalk Replacement Program, City Project #17-297 to Italia Construction Inc. The scope of work called for replacement of defective sidewalk located in Section 14 of the City.

In accordance with the "Streets, Sidewalks, and Right-of-Ways Ordinance" § 48.6-E, City Council also adopted a resolution requiring the owners of the properties included in the project area to reconstruct or repair the sidewalks adjacent to or abutting their lots or premises or be invoiced for the work completed by the City's contractor.

TECHNICAL INFORMATION: Attached is a copy of the letter sent to the individual property owners along with the invoice for the work completed by the City as part of the 2017 Sidewalk Replacement Program. As indicated in the letter, the property owners were given the option of paying the invoice in one lump sum or they could sign an attached Consent Special Assessment form agreeing to pay the invoice over five years with a six percent interest charge on the unpaid balance.

STAFF ANALYSIS AND FINDINGS: Of the 792 property owners invoiced in the 2017 Sidewalk Replacement Program, 14 (or 1.8%) have signed the Consent Special Assessment form agreeing to pay the invoice over five years at a six percent interest rate.

STAFF RECOMMENDATION: Please see the Suggested Action on the accompanying agenda statement.

Cc: Mary Jaganjac, City Treasurer
Marcia Magyar-Smith, City Assessor
Jason Castor, City Development Director
Andrew Konkle, Civil Engineer II
December 31, 2018

Re: Sidewalk Installation – City Project #17-297 2017 Sidewalk Replacement Program

Dear Property Owner:

On March 18, 1997 the City Council approved a sidewalk installation program ordinance. Under the ordinance, the property owner is responsible for installation of the sidewalks on his/her property. As the property owner, you were notified and given time to install the sidewalk. If the installation was not made, the City retained a contractor to complete the work. The costs of the installation and administration of the program are then billed to the property owner as required by the ordinance.

During 2017 a new sidewalk was installed on your property in accordance with the ordinance. Enclosed is the invoice for the work on your sidewalk. This invoice constitutes a lien on your property under the sidewalk installation program ordinance. The City must receive your payment by February 15, 2019 or a 6% late payment penalty will be added.

If you are unable to pay for the sidewalk installation in a lump sum, you have another option. The second option requires you to contact the Sterling Heights Treasury Office and request a Special Assessment Consent form. Upon receipt of the form, you must complete the required data, sign and have the form notarized, and return it to the Treasury Office prior to the due date of the invoice. The terms of the agreement allow you to make five annual payments. The interest rate that will apply to the Special Assessment agreement is 6% per year.

In summary, you have two options. Pay the amount due or request and complete a Special Assessment Consent form prior to the due date of the invoice. You must choose one of these options:

1. Enclose payment for the full amount and return it to the address below with the invoice, OR
2. Contact the Treasury Office and request a Special Assessment Consent form. Complete the form, have it notarized, and return it to the address below:

   Treasury Office
   City of Sterling Heights
   P.O. Box 8009
   Sterling Heights, MI 48311-8009

If you do not pay the entire invoice or return a completed, notarized Special Assessment Consent form by the due date, the remaining balance, along with a 17% penalty, will be included as a lien on your July 2019 tax bill. Please contact the Engineering Department at (586) 446-2720 with any questions regarding the Sidewalk Installation Program – City Project #17-297 or the charges contained on the enclosed invoice. If you have questions on the payment options outlined above, contact the Treasury Office at (586) 446-2780.

Sincerely,

Mary Jaganjac
Treasurer

MJ/rc

Enclosure
# 2017 Sidewalk Replacement Program

**SAD SW-17-01**

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SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on January 16, 2019 between Corby M. Swindle and whose address is 39700 Valiant Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-305-010 the property address of which is 39700 Valiant Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.

G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.
NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $317.44 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.

9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature of Property Owner]

[Printed Name of Property Owner]

---

**Signature of Property Owner’s Spouse**

[Printed Name of Property Owner’s Spouse]

**Dated:** Jan. 16, 2019

---

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )
COUNTY OF ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on January 16, 2019 by Cory M. Swindle and ______________________, his wife (if applicable).

[Signature of Notary Public]

DEBORAH D. DOMBROWSKI
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08/17/2022

Oakland County, Michigan
My Commission expires: 8/17/2022

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERNING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

Dated: ________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
 ) SS
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public
County, Michigan
My Commission expires: ________________

Drafted by:

Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-305-010

OWNERS ADDRESS:
SWINDLE, CORBY M.
39700 VALIANT DR
STERLING HEIGHTS, MI 48313

PROPERTY ADDRESS:
39700 Valiant Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/01/2019

2018 LEGAL DESCRIPTION:
M 88 $"CLINTON RIVER MEADOWS SUBDIVISION" LOT 88
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 15, 2019 between Hans Wisnewski and Christine Wisnewski, his wife, whose address is 39137 Chantilly Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-377-027, the property address of which is 39137 Chantilly Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

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1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $803.62 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature of Property Owner]

HANS WISNEWSKI

[Printed Name of Property Owner]

[Signature of Property Owner’s Spouse]

CHRISTINE WISNEWSKI

[Printed Name of Property Owner’s Spouse]

Dated: **FEBRUARY 15, 2019**

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN  )

COUNTY OF Macomb  ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on **February 15, 2019** by Christine Wisnewski and Hans Wisnewski, his wife (if applicable).

[Signature of Notary Public]

CAROL S. FRANCIS

Notary Public

COUNTY OF Macomb

My Commission expires: **7-20-2024**

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

Dated: ________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN  )
COUNTY OF MACOMB  ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

____________________ Notary Public
____________________ County, Michigan
My Commission expires: ________________

Drafted by:

Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-377-027

OWNERS ADDRESS:
WISNEWSKI, HANS M. & JUDITH ANN
39137 CHANTILLY DRIVE
STERLING HEIGHTS, MI 48313-5109

PROPERTY ADDRESS:
39137 Chantilly Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
$SILVER MAPLE SUBDIVISION LOT 25
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 21, 2019 between Wahid Beji and Arlene Beji, his wife, whose address is 13713 Pernell Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-13-151-022, the property address of which is 13713 Pernell Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $644.80 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

![Signature of Property Owner]

Printed Name of Property Owner

![Signature of Property Owner’s Spouse]

Printed Name of Property Owner’s Spouse

Dated: 02-21-2019

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )

COUNTY OF MACOMB ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on 21st day of February 2019 by WAHID BEJI and ARLENE BEJI, his wife (if applicable).

[Signature of Notary Public]

Macomb County, Michigan

My Commission expires: 09-15-2021

[Signatures and acknowledgment of City officials follow on next page]
ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
COUNTY OF MACOMB ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public
County, Michigan

My Commission expires: ________________

Drafted by:
Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:
Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-13-151-022

OWNERS ADDRESS:
BEJI, WAHID
13713 PERNELL DR
STERLING HEIGHTS, MI 48313-4247

PROPERTY ADDRESS:
13713 Pernell Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
ABBINGTON SUB NO 1 LOT 212
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on January 8, 2019 between John A. Kingsley and Christine E. Kingsley, his wife, whose address is 11765 Cavalier Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-354-019, the property address of which is 11765 Cavalier Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $1,674.65 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

\[Signature of Property Owner\]

\[Printed Name of Property Owner\]

\[Signature of Property Owner’s Spouse\]

\[Printed Name of Property Owner’s Spouse\]

Dated: 1/8/19

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )
COUNTY OF macomb ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on January 8, 2019 by John Kingsley and Christine Kingsley, his wife (if applicable).

\[Signature of Notary Public\]

Valerie England

Notary Public

Macomb County, Michigan

My Commission expires: Nov 1, 2022

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

__________________________
MICHAEL C. TAYLOR, Mayor

__________________________
Melanie D. Ryska, City Clerk

Dated: ______________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN     )
                      ) SS
COUNTY OF MACOMB      )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

__________________________
Notary Public

__________________________
County, Michigan

My Commission expires: ______________

Drafted by:                          When Recorded, Return to:

Clark A. Andrews                    Melanie D. Ryska, City Clerk
O'Reilly Rancilio P.C.              City of Sterling Heights
12900 Hall Rd., Ste. 350            40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48313          Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number: 10-10-14-354-019

OWNERS ADDRESS: KINGSLEY, JOHN & CHRISTINE
11765 CAVALIER DR
STERLING HEIGHTS, MI 48313-5039

PROPERTY ADDRESS: 11765 Cavalier Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION: DERBY VILLAGE SUB. LOT 44
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 5, 2019 between Khaled M. Sallomi and David K. Sallomi, his son, whose address is 4227 Angeline Drive, Sterling Heights, Michigan 48310 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-29-303-040, the property address of which is 4227 Angeline Drive, Sterling Heights, Michigan 48310 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $263.00 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature of Property Owner]

Khaled M Sallomi
Printed Name of Property Owner

[Signature of Property Owner’s Spouse]

David K Sallomi
Printed Name of Property Owner’s Spouse

Dated: 2-11-2019

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )
COUNTY OF **Macomb** )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on February 11, 2019 by Khaled Sallomi and David Sallomi, his wife (if applicable).

Valerie England
Notary Public
County, Michigan
My Commission expires: Nov 1, 2022

[Signatures and acknowledgment of City officials follow on next page]
CITY:
CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

Dated: ________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
) SS
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public
County, Michigan
My Commission expires: __________

Drafted by:
Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:
Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-29-303-040

OWNERS ADDRESS:
SALLOMI, DAVID & KHALED

4227 ANGELINE DR
STERLING HEIGHTS, MI 48310-5004

PROPERTY ADDRESS:
4227 Angeline Dr
Sterling Heights, MI 48310

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
MIRACLE HOMES SUB.
LOT 80
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 14, 2019 between Cheryl Beattie and whose address is 11658 Lancer Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-302-005, the property address of which is 11658 Lancer Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.

G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.
NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $601.15 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.

9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

![Signature of Property Owner]

Printed Name of Property Owner

![Signature of Property Owner's Spouse]

Printed Name of Property Owner's Spouse

Dated: 2-14-19

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )
SS
COUNTY OF Macomb )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on **February 14, 2019** by

Cheryl Beattie

his wife (if applicable).

Rhonda Marie Eschmann
Notary Public

Macomb County, Michigan

My Commission expires: March 28, 2019

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

M Ryska, City Clerk

Dated: __________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
) SS
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ____________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public
County, Michigan
My Commission expires: ____________

Drafted by: Clark A. Andrews
O’Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:
M Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-302-005

OWNERS ADDRESS:
BEATTIE, CHERYL

11658 LANCER DR
STERLING HEIGHTS, MI 48313-5145

PROPERTY ADDRESS:
11658 Lancer Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018  LEGAL DESCRIPTION:
M 148 "$CLINTON RIVER MEADOWS SUBDIVISION" LOT 148
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 15, 2019 between Carrie Cunningham and whose address is 39311 Carrie Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-304-041, the property address of which is 39311 Carrie Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.

G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.
NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $1,189.23 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.

9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

Signature of Property Owner

Carrie Cunningham

Printed Name of Property Owner

Signature of Property Owner's Spouse

Printed Name of Property Owner's Spouse

Dated: 2/15/19

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )

COUNTY OF Macomb ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on February 15th, 2019 by Carrie Cunningham and , his wife (if applicable).

Valerie England

Notary Public

County, Michigan

My Commission expires: Nov 1, 2022

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

________________________
MICHAEL C. TAYLOR, Mayor

________________________
Melanie D. Ryska, City Clerk

Dated: _________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN   )
COUNTY OF MACOMB    ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on _________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

________________________ Notary Public
________________________ County, Michigan
My Commission expires: _____________

Drafted by: ____________________________ When Recorded, Return to: ____________________________

Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-304-041

OWNERS ADDRESS:
CUNNINGHAM, CARRIE L.

39311 CARRIE DRIVE
STERLING HEIGHTS, MI 48313

PROPERTY ADDRESS:
39311 Carrie Dr
Sterling Heights, MI 48313

DATE PRINTED: 04/24/2019

2017 LEGAL DESCRIPTION:
DE CLERCK SUBDIVISION LOT 17
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 15, 2019 between Jackie A. Slone whose address is 39323 Edgevale Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-352-015, the property address of which is 39323 Edgevale Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.

G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.
NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $1,001.92 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.

9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

![Signature of Property Owner]

JACKIE A. STONE

Printed Name of Property Owner

![Signature of Property Owner's Spouse]

Printed Name of Property Owner's Spouse

Dated: \(2-15-2019\)

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )

COUNTY OF Macomb )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on \(February 15, 2019\) by 

[Signature of City officials follow on next page]

[Signatures and acknowledgment of City officials follow on next page]
ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
) SS
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

__________________________________________
Notary Public

__________________________ County, Michigan
My Commission expires: ________________

Drafted by:
Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:
Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-352-015

OWNERS ADDRESS:
SLONE, JACKIE & LEONA
39323 EDGEVALE DR
STERLING HEIGHTS, MI 48313-5054

PROPERTY ADDRESS:
39323 Edgevale Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
DE CLERCK SUBDIVISION NO 2 LOT 57
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 12, 2019 between Michael McGavin and Victoria McGavin, his wife, whose address is 39263 Chantilly Drive, Sterling Heights, Michigan 48313 (collectively referred to as "Property Owner") and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 ("City").

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-377-021, the property address of which is 39263 Chantilly, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A ("Property").

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the "Public Improvement").

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $2,513.28 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

Signature of Property Owner

Michael G. McGavin

Printed Name of Property Owner

N/A

Signature of Property Owner’s Spouse

Printed Name of Property Owner’s Spouse

Dated: February 15, 2019

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN  ) SS

COUNTY OF MACOMB  )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________ N/A and ________ Michael G. McGavin, his wife (if applicable).

ANDREA L. BARA

NOTARY PUBLIC, STATE OF MI

COUNTY OF LAPEER

MY COMMISSION EXPIRES Oct 4, 2022

ACTING IN COUNTY OF MACOMB

Notary Public

Lapeer County, Michigan

My Commission expires: 10-04-2022

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

Dated: ____________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

_________________________ Notary Public
_________________________ County, Michigan
My Commission expires: __________________

Drafted by:

Clark A. Andrews
O’Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-377-021

OWNERS ADDRESS:
McGAVIN, MICHAEL & VICTORIA
39263 CHANTILLY DR
STERLING HEIGHTS, MI 48313-5111

PROPERTY ADDRESS:
39263 Chantilly Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
$SILVER MAPLE SUBDIVISION LOT 19
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 9, 2019 between Corey Wait and Leann Wait, his wife, whose address is 39814 Valiant Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RE bâtALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-306-004, the property address of which is 39814 Valiant Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $777.08 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. ** Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature of Property Owner]

Corey Wait

[Printed Name of Property Owner]

Leanne Wait

[Printed Name of Property Owner's Spouse]

Dated: 2/9/19

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN  
COUNTY OF Oakland

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on 2/9/2019 by Leanne Wait, his wife (if applicable), and Corey Wait, his wife (if applicable).

MICHELLE RAETZKE  
Notary Public, State of Michigan  
County of Oakland  
My Commission expires: 03/23/2022

[Signatures and acknowledgment of City officials follow on next page]
ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public

County, Michigan

My Commission expires: ________________

Drafted by:

Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-306-004

OWNERS ADDRESS:
WAIT, COREY E. & LEANN M.
39814 VALIANT DR
STERLING HEIGHTS, MI 48313

PROPERTY ADDRESS:
39814 Valiant Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
M 24 "$CLINTON RIVER MEADOWS SUBDIVISION" LOT 24
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 11, 2019 between David Bowen and Terri Bowen, his wife, whose address is 39796 Valiant Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-14-305-001, the property address of which is 39796 Valiant Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement**. City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost**. Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost**. Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien**. Property Owner consents to the imposition of a lien against the Property in the amount of $870.52 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure**. Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect**. The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability**. In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement**. The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature of Property Owner]

[Printed Name of Property Owner]

[Signature of Property Owner's Spouse]

[Printed Name of Property Owner's Spouse]

Dated: 2-11-19

---

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )

COUNTY OF Macomb ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on February 11, 2019 by David Bowen and Terri Bowen, his wife (if applicable).

[Signature of Notary Public]

Notary Public

Macomb County, Michigan

My Commission expires: May 21, 2024

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

__________________________
Michael C. Taylor, Mayor

__________________________
Melanie D. Ryska, City Clerk

Dated: ____________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN   )
                      ) SS
COUNTY OF MACOMB    )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ____________, 2019, by Michael C. Taylor and Melanie D. Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

__________________________
Notary Public
__________________________
County, Michigan
My Commission expires: ____________

Drafted by:

Clark A. Andrews
O’Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-305-001

OWNERS ADDRESS:
BOWEN, DAVID & TERRI
39796 VALIANT DR
STERLING HEIGHTS, MI 48313-5172

PROPERTY ADDRESS:
39796 Valiant Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
M 79 $"CLINTON RIVER MEADOWS SUBDIVISION" LOT 79
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on February 11, 2019 between Daniel Marlow and Andrea Marlow, his wife, whose address is 8656 Essen Drive, Sterling Heights, Michigan 48314 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidewalk No. 10-10-03-181-004, the property address of which is 8656 Essen Drive, Sterling Heights, Michigan 48314 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $496.00 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature and printed name of property owner]

Dated: **2/11/2019**

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )
COUNTY OF **Macomb** ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on **February 11, 2019** by Daniel Marlow and Andrea Marlow, his wife (if applicable).

[Signature of notary public]

Valerie England
Notary Public
County, Michigan
My Commission expires: **Nov 1, 2022**

[Signatures and acknowledgment of City officials follow on next page]
CITY:

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

Dated: ________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN   )
COUNTY OF MACOMB   ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

_________________________  Notary Public
_________________________ County, Michigan
My Commission expires: ________________

Drafted by:

Clark A. Andrews
O’Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:

Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-03-181-004

OWNERS ADDRESS:
MARLOW, DANIEL & ANDREA

8656 ESSEN DR
STERLING HEIGHTS, MI 48314

PROPERTY ADDRESS:
8656 Essen Dr
Sterling Heights, MI 48314

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
$M 28 "HAVEN HEIGHTS SUBDIVISION" LOT 28
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on January 22, 2019 between Michael DeFillippo and Jennifer DeFillippo, his wife, whose address is 11771 Meteor Drive, Sterling Heights, Michigan 48313 (collectively referred to as “Property Owner”) and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidewell No. 10-10-14-305-018, the property address of which is 11771 Meteor Drive, Sterling Heights, Michigan 48313 as more particularly described on attached Exhibit A (“Property”).

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the “Public Improvement”).

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.
G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.

NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $928.51 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

\[
\text{Signature of Property Owner} \\
\text{Printed Name of Property Owner}
\]

\[
\text{Signature of Property Owner's Spouse} \\
\text{Printed Name of Property Owner's Spouse}
\]

Dated: 22 January 2019

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN  \\
COUNTY OF MACOMB  \\

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on January 22, 2019 by JENNIFER DE FILLIPPO and _______________, his wife (if applicable).

\[
\text{Andrea L. Bara} \\
\text{Notary Public, State of MI} \\
\text{My Commission Expires: Oct 4, 2022} \\
\text{Acting in County of Macomb}
\]

Notary Public  \\
County, Michigan  \\
My Commission expires: 10-04-2022

[Signatures and acknowledgment of City officials follow on next page]
CITY:
CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

Dated: ________________

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
COUNTY OF MACOMB )

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ________________, 2019, by Michael C. Taylor and M. Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

__________________________
Notary Public
__________________________
County, Michigan
My Commission expires: ________________

Drafted by:
Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:
Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number:
10-10-14-305-018

OWNERS ADDRESS:
DE FILIPPO, MICHAEL & JENNIFER
11771 METEOR DR
STERLING HEIGHTS, MI 48313-5152

PROPERTY ADDRESS:
11771 Meteor Dr
Sterling Heights, MI 48313

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION:
M 62 "$CLINTON RIVER MEADOWS SUBDIVISION" LOT 62
SPECIAL ASSESSMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION (INDIVIDUAL OWNERS)

SIDEWALK INSTALLATION
CITY PROJECT #17-297

This Agreement made on January 16, 2019 between MaryAnn DiMarco whose address is 35687 Electra Drive, Sterling Heights, Michigan 48312 (collectively referred to as "Property Owner") and the City of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 ("City").

RECITALS

A. Property Owner is the owner of a certain parcel of property commonly known as Sidwell No. 10-10-26-303-011, the property address of which is 35687 Electra Drive, Sterling Heights, Michigan 48312 as more particularly described on attached Exhibit A ("Property").

B. City has recently undertaken a Sidewalk Construction Program to replace defective sections of public sidewalk and to construct public sidewalks in certain areas to promote public safety as authorized by the City Charter and City Code.

C. City has determined that certain sections of the public sidewalk abutting the Property needs to be replaced or constructed (which construction is sometimes referred to as the "Public Improvement").

D. City has hired a contractor to install the Public Improvement adjacent to the Property.

E. City Council has approved a sidewalk construction policy that allows Property Owner to pay the cost of the Public Improvement which they are responsible in installments over a five (5) year period.

F. Property Owner is willing to enter into an agreement with the City to have the Property subject to special assessment for extension of the Public Improvement to serve the Property in accordance with the procedures authorized by Section 47-27 of the City Codes and the City Charter.

G. City is willing to install the Public Improvement to serve the Property, provided Property Owner enters into this Agreement for imposition and payment of a special assessment in accordance with the terms of Section 47-27 of the City Code and this Agreement.
NOW THEREFORE, for valuable consideration, Property Owner and the City agree as follows:

1. **Installation of Public Improvement.** City agrees to install the Public Improvement to serve the Property as more fully set forth on approved plans on file with the Sterling Heights Office of Engineering.

2. **Reasonableness of Installation Cost.** Property Owner acknowledges the cost of the Public Improvement is reasonable and beneficial and agrees to pay the cost of the Public Improvement.

3. **Installment Payment of Construction Cost.** Property Owner agrees to pay the cost of the Public Improvement in five (5) annual installments with interest at a rate of six percent (6%) per annum.

4. **Consent to Imposition of Lien.** Property Owner consents to the imposition of a lien against the Property in the amount of $1,184.30 and to pay off the assessment in accordance with the terms of this Agreement.

5. **Waiver of Notice: Complete Assessment Procedure.** Property Owner, for himself/herself, his/her heirs, successors and subsequent owners of the Property, waives all notice requirements in connection with the imposition of such assessment. Such assessment shall be treated in all manner exactly the same as a tax assessment including the provisions for the payment of interest, imposition of penalties, and availability of foreclosure. Property Owner covenants that this Agreement shall be considered an assessment by contract in accordance with Section 47-27 of the City Codes and City Charter, and shall operate as a complete special assessment procedure and all other requirements for special assessments imposed upon the City by statute, charter or ordinance are expressly waived by Property Owner. The method of collection provided for in this section shall be in addition to any other remedy available to the CITY and shall not be considered the exclusive means of collection.

6. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of Property Owner and the City and their respective heirs, successors, and assigns, and all transferees of the Property, provided, however, that Property Owner may not assign this Agreement without the prior written consent of the City.

7. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

8. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written instrument signed by all parties.

9. **Governing Law.** This Agreement is made in the State of Michigan and shall be governed by its laws.
9. **Governing Law.** This Agreement is made in the State of Michigan and shall be
governed by its laws.

10. **Authority by Execution.** By execution of this Agreement, the respective parties
acknowledge that each has executed the Agreement with full and complete authority to do so.

The parties have executed this Agreement on the dates set forth below.

**PROPERTY OWNER:**

[Signature of Property Owner]

[Printed Name of Property Owner]

[Signature of Property Owner’s Spouse]

[Printed Name of Property Owner’s Spouse]

Dated: 1/16/19

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF MICHIGAN )
COUNTY OF Macomb ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was
acknowledged before me on January 16, 2019 by

Mary Ann DiMarco

his wife (if applicable).

[Signatures and acknowledgment of City officials follow on next page]
CITY:
CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

MICHAEL C. TAYLOR, Mayor

Melanie D. Ryska, City Clerk

ACKNOWLEDGMENT OF CITY

STATE OF MICHIGAN )
COUNTY OF MACOMB ) SS

The foregoing Special Assessment Agreement for Sidewalk Construction was acknowledged before me on ____________, 2019, by Michael C. Taylor and M Ryska, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

_________________________ Notary Public
_________________________ County, Michigan
My Commission expires: ____________

Drafted by:
Clark A. Andrews
O’Reilly Rancilio P.C.
12900 Hall Rd., Ste. 350
Sterling Heights, MI 48313

When Recorded, Return to:
Melanie D. Ryska, City Clerk
City of Sterling Heights
40555 Utica Rd., P.O. Box 8009
Sterling Heights, MI 48311-8009
EXHIBIT A

Attached Legal Description of Property
Parcel Number: 10-10-26-303-011

OWNERS ADDRESS: DIMARCO, SANTO & MARYANN- TRUST

35687 ELECTRA DR
STERLING HEIGHTS, MI 48312-3952

PROPERTY ADDRESS: 35687 Electra Dr
Sterling Heights, MI 48312

DATE PRINTED: 05/02/2019

2018 LEGAL DESCRIPTION: M 205 "$STERLING KNOLLS SUB." LOT 205
AGENDA STATEMENT

Item Title: To award a bid for new heating, ventilation, air conditioning and condenser units for the 41A District Court and Fire Station #1 facilities (Total cost of $367,180).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals: MR City Clerk JV Finance & Budget Director MK City Attorney MV City Manager

Executive Summary

The Kenneth J. Kosnic 41A District Court Building was constructed in 1991. The original heating, ventilation, and air conditioning (HVAC) units are relied upon to provide a comfortable ambient air temperature within the Court Building. After 28 years, the HVAC units are nearing the end of their useful life. The City’s Facility Conditions Assessment identified an immediate need to replace the Court Building’s HVAC units with modern, high-efficiency, programmable units. The rooftop A/C units and interior boilers are consistently breaking down and replacement parts have become harder to obtain. The HVAC system is not controlled by digital programmable controls, which prevent Facilities Maintenance staff from identifying issues with, and monitoring the HVAC units.

The Offices of Facilities Maintenance and Purchasing prepared bid specifications for the replacement of the HVAC units at the Court Building, which included upgrades to modern high-efficiency A/C (3 rooftop units) and boiler units (2 interior units), variable air volume (VAV) boxes, and a new digital programmable control system. While the bid specifications were being completed, an A/C condenser unit at Fire Station #1 had a catastrophic failure and requires replacement. This unit provides cooling to the entire building. Due to the immediate need, the specifications for a new A/C condenser for Fire Station #1 were included in the bid specifications.

The City’s Invitation to Bid was issued on April 19, 2019 and bids were due May 7, 2019. Four qualified bids were received in response to the City’s ITB. Following a thorough review of the bids received, recommendation is being made to award the bid to R.W. Mead & Sons, Inc., the HVAC contractor submitting the lowest bid meeting all specifications.

Please see the attached Staff Report for additional information.

Suggested Action:
Resolved, to award the bid for new heating, ventilation, air conditioning and condenser units for the 41A District Court and Fire Station #1 facilities to R.W. Mead & Sons, Inc., 33795 Riviera, Fraser, MI 48026, at a cost of $367,180; and authorize a budget amendment in the amount of $15,655 from Capital Fund Reserves.
GENERAL INFORMATION:

On May 7, 2019, bids were received for the replacement of heating, ventilation, air conditioning (HVAC) and condenser units at the Kenneth J. Kosnic 41A District Court Building and Fire Station #1. An Invitation to Bid was advertised on SHTV, posted to the MITN website, Twitter, and published in the Sentry Newspaper. Four (4) vendors responded with bids as outlined on the attached tabulation.

Funding for the HVAC replacement work at the Court Building in the amount of $351,525 is budgeted in account 44700700 (Facility Improvements Bond) 975000 (Buildings & Improvements). The condenser replacement work is not budgeted and will be funded from Capital Fund Reserves in the amount of $15,655.

STAFF ANALYSIS AND FINDINGS:

The HVAC system servicing the Court Building was installed as part of original construction in 1991 and now 28 years old. The City’s Facilities Condition Assessment in fall of 2017 identified the need to replace the HVAC system, which is obsolete, energy inefficient, and nearing the end of its useful life.

While developing the specifications for this project, a 20-year old A/C condenser unit at Fire Station #1 had a catastrophic failure and requires replacement. This unit provides air conditioning throughout the entire fire station. The specifications for a replacement A/C condenser were included in the City’s Invitation to Bid for HVAC unit replacement at the Court Building.

Four bids were received on May 7, 2019 in response to the City’s ITB and were thoroughly reviewed by the personnel from the Offices of Purchasing and Facilities Maintenance. A determination was made that all contractors fully understood the scope of work required and were capable of successfully completing the project.

Recommendation is being made to award the bid for the HVAC unit replacement project to R.W. Mead & Sons, Inc., the low bidder meeting all specifications. R.W. Mead & Sons is the incumbent vendor for the City’s Heating and Cooling Systems Maintenance contract and has provided exceptional performance.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
R.W. Mead & Sons, Inc.
33795 Riviera
Fraser, MI 48026
Vaughn Bratten, Service Manager
vbratten@rwmead.com
## CITY OF STERLING HEIGHTS

**BID TABULATION - MAY 7, 2019**

**ITB-SH19-027: HVAC UNIT REPLACEMENTS**

<table>
<thead>
<tr>
<th></th>
<th>R.W Mead &amp; Sons</th>
<th>Denny's</th>
<th>Clearwater Construction</th>
<th>Ecker Mechanical</th>
</tr>
</thead>
<tbody>
<tr>
<td>41A District Court Rooftop A/C Units:</td>
<td>$191,175.00</td>
<td>$214,600.00</td>
<td>$267,889.25</td>
<td>$281,900.00</td>
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<td>41A District Court Boiler Units:</td>
<td>88,590.00</td>
<td>92,400.00</td>
<td>108,411.85</td>
<td>127,700.00</td>
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<td>41A District Court VAV Boxes:</td>
<td>40,400.00</td>
<td>47,200.00</td>
<td>54,459.15</td>
<td>Included with Controls</td>
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<td>41A District Court HVAC Control System:</td>
<td>31,360.00</td>
<td>24,900.00</td>
<td>46,250.00</td>
<td>75,700.00</td>
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<td>Fire Station #1 A/C Condenser Unit:</td>
<td>15,655.00</td>
<td>20,500.00</td>
<td>27,329.40</td>
<td>28,600.00</td>
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<tr>
<td>BID GRAND TOTAL</td>
<td>$367,180.00</td>
<td>$399,600.00</td>
<td>$504,339.65</td>
<td>$513,900.00</td>
</tr>
</tbody>
</table>
INVITATION TO BID
ITB-SH19-027

The City of Sterling Heights, Michigan is accepting sealed bids for HVAC UNIT REPLACEMENTS until TUESDAY, MAY 7, 2019 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

There will be a pre-bid meeting on TUESDAY, APRIL 30, 2019 at 9:00 A.M. in the City Hall Council Chambers, 40555 Utica Road, Sterling Heights, Michigan 48313.

Jared Beaudoin
Purchasing Manager

Office of Purchasing
586-446-2740

Official bid specifications are available at www.mitn.info.
VII. SPECIFICATIONS

This specification herein states the minimum requirements of the HVAC unit replacement project. All submitted bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Any irregular or non-responsive bids that are not prepared and submitted in accordance with this bid and specification document, or any bids lacking sufficient technical literature to enable the City of Sterling Heights to make a reasonable determination of compliance to the specification will be rejected. It shall be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the bid to be rejected without review as non-responsive. All variances, exceptions, and/or deviations shall be fully described in a separate attachment with references to the original line number.

It is the intent of this specification to remove old units, provide and install new Trane A/C rooftop units, Trane A/C Condenser unit, Lochinvar boilers, Honeywell control systems, and upgrades to VAV boxes.

The City of Sterling Heights utilized the services of a contractor to conduct an on-site field assessment of the HVAC system to assist in the development of the specifications for this ITB and general improvement of the system. The site survey consisted of a complete review of the original building construction plans as well as an extensive review of the current HVAC system. Equipment reviewed during the field assessment included RTUs, boilers, expansion tanks, controls, reheat coils and VAV boxes.

The specifications for this equipment are included in this bid request document. The City of Sterling Heights reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

All companies submitting a bid must be a qualified company and must be able to meet all requirements as noted in the contract documents and specifications.

General Requirements
Under current Michigan and federal statues, Contractor shall provide for the evacuation and recovery of the refrigerant within the existing package/rooftop units. As required, Contractor will record the amount of refrigerant re-claimed from the existing unit per EPA policies & procedures (provide Refrigerant Report document). Reclaimed refrigerant will be returned to the City.

Contractor shall provide for the removal and subsequent disposal of the existing refrigerants and oils. Contractor will dispose of the recovered refrigerants/oils through a certified handler – thus, releasing City of Sterling Heights from all liability.

Contractor shall provide for the electrical disconnect of the line voltage (using lockout/tag-out safety procedures) and the subsequent re-connection of the power supply (handled by Contractor or supervised sub-contractor) at the new electrical/unit disconnect switch (removing the lockout/tag-out safety measures). If any electrical modifications or additional service is required it will be quoted as an additional amount.

Official bid specifications are available only at www.mitn.info.
Contractor shall provide for the demolition, removal and subsequent disposal of the old existing package/rooftop units. Contractor will provide for the disposal of the removed equipment through a certified handler – thus, releasing the City from all liability.

Contractor shall verify the weight and dimensions of new units and indicate any requirement for structural modifications. Any structural modifications are not included in this scope of work.

Contractor shall utilize the existing roof curbs in the installation of the new units.

Contractor will provide and install new gas pipe/pipe connectors (above the roof only) from the existing RTU gas valve serving RTU unit.

Contractor shall provide for the crane rental/safe rigging for the demolition/removal of the existing package/rooftop unit and the subsequent installation of the new Contractor package/rooftop unit.

Contractor shall provide for all the required mechanical service labor, sheet metal labor, electrical labor and crane/rigging labor for the installation of the project.

Contractor shall ensure proper factory start-up for the rooftop units; assure proper operation and provide system instruction to Facilities Maintenance staff (provide unit O&M manual).

Contractor will re-connect/re-wire the existing fire smoke detector/alarm.

Standard twelve (12) month manufacturer's warranty (parts only) and Contractor twelve (12) months trade workmanship warranty (labor only) shall be provided.

All work to be performed during regular business hours and coordinated with Facilities Maintenance staff.

Mechanical Permits are required and cost to be incurred by City.

Contractor shall integrate the HVAC systems into the City's existing Honeywell Niagara network.

41A District Court HVAC Replacement Project
40111 Dodge Park Road, Sterling Heights, MI 48313

Rooftop A/C Units
- Reclaim, remove, and dispose of RTU#1 Trane 30 Ton Unit
  - Model number SXHCC3060N35D4AD3A01AFGNT8R
  - Serial number J90J73094.
- Reclaim, remove, and dispose of RTU#2 Trane 25 Ton Unit
  - Model number SXHCC2560N35D3BD3A01AFNT8R
  - Serial number J90J73095.

Official bid specifications are available only at www.mitn.info.
- Reclaim, remove, and dispose of RTU#3 Trane 40 Ton Unit
  - Model number SXHCC4060N56D59D3A01AFNT8R
  - Serial number J90J73096.
- Supply and install new High Efficiency Trane Rooftop A/C units to replace existing RTUs and utilize existing roof curbs.
  - RTU#1 new 30 Ton Trane unit
  - RTU#2 new 25 Ton Trane unit
  - RTU#3 new 40 Ton Trane unit
- New Trane units will include
  - Honeywell BACNET card interface
  - DX cooling only with extended casing
  - 200-208 volt, 60 htz, 3-phase
  - 100% exhaust with modulating discharge dampers and Statatrac building pressure control
  - 0-100% economizer with dry bulb control
  - Supply/exhaust fans with extended grease lines
  - 2" spring isolators on fan assemblies
  - 2" MERV 8 pre-filters (one set)
  - MERV 14 bag filters (one set)
  - Forward curved supply fan
  - VAV Discharged Temperature Control with supply fan VFD (no bypass)
  - Standard ambient control
  - Non-fused unit disconnect switch
  - Motors with internal shaft grounding rings for VFD application
  - Hinged access doors

**Boiler Units**
- Isolate, drain, and dispose of Boiler#1 Bryan boiler
  - Model number F-850-N-G1
  - Serial number 69755
- Isolate, drain, and dispose of Boiler#2 Bryan boiler
  - Model number F-850-N-G1
  - Serial number 69754
- Supply and install two (2) new Lochinvar 850,000 BTU high efficiency boilers
- New Lochinvar boilers will include
  - 7:1 full modulation
  - CSD 1 gas train
  - Grundfos MAGNA3 high efficiency boiler pump
  - Integral SMART sequencer
  - Honeywell BACNET MSTP
- Installation of new Lochinvar boilers will include
  - Emergency stop button installed next to mechanical room door per code
  - Supply and install venting for boilers
  - Reconnect gas line and power to boilers, including lockout disconnects at the boilers per code.
  - Insulate piping
  - Provide chemical treatment at startup
  - Perform CSD 1 inspections and provide results for the State Inspector.

Official bid specifications are available only at www.mitn.info.
• Supply and install one (1) new SideStream filtration kit
  o 4"x20" Stainless filter housing, floor mount
  o Grundfos Alpha pump Boiler Mag 1.5"
  o Box of 50 micron cartridges
  o Box of 20 micron cartridges
  o Box of 10 micron cartridges

VAV Boxes
• Remove and replace actuators (39) and reheat valves (21) on all VAV boxes and provide new Honeywell room thermostats (39).

Control System
• Provide, install and program a new Honeywell front end control system that will integrate to the existing system used by the City (Honeywell Spyder/Niagara).
  o Provide controls for three (3) Trane RTUs with frequency drive control of the fans and factory installed economizers (Honeywell BACNET).
  o Provide controls for two (2) Lochinvar boilers (Honeywell BACNET) and install boiler panel and pull cable for pump control.
  o Provide control for the exhaust fans for occupied/unoccupied control.
  o Provide all wiring and power supply required for operation of the VAV actuators and controls.
  o Provide detailed graphics for the Honeywell Niagara System.
  o Provide startup, testing, and owner training.

Fire Station #1 HVAC Replacement Project
38911 Van Dyke Ave, Sterling Heights, MI 48313

A/C Condenser Unit
• Reclaim, remove, and dispose of CU#1 Trane 20 Ton A/C Condenser Unit
  o Model number TTA240B300EA
  o Serial number Z484MLYAD.
• Supply and install one (1) new Trane 20 Ton A/C Condenser unit
  o Model number TTA24043DAB-AE
• Installation of new Trane A/C condenser unit will include
  o Remove and dispose of old TXV valves and liquid line driers
  o Flush the existing refrigerant piping to remove any contaminants
  o Supply and install new sight glasses, liquid line driers, and TXV valves
  o Supply and install new manual reset freeze stat at evaporator
  o Reconnect existing piping and electrical disconnect to condenser.
  o Pressure test system for leaks
  o Evacuate and charge the system with R410A refrigerant.
  o Start and test the unit for proper operation.
VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that HVAC UNIT REPLACEMENTS for the prices set forth in this bid. It is understood and agreed that all bids are F.O.B. DESTINATION, that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that if chosen the successful vendor, the prices bid will remain firm through invoice.

Base Bids: The bid shall include the removal and replacement of the existing HVAC units as specified in the bid documents. This shall include all necessary materials in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to begin within two weeks from HVAC unit delivery.

41A District Court Rooftop A/C Units: All labor, services and equipment necessary for completion of the work outlined in the specifications.

Trane 25 Ton Unit Model Number: ____________________________

Trane 30 Ton Unit Model Number: ____________________________

Trane 40 Ton Unit Model Number: ____________________________

________________________________ DOLLARS ($___________)

41A District Court Boiler Units: All labor, services and equipment necessary for completion of the work outlined in the specifications.

Lochinvar Boiler Model Number: ____________________________

________________________________ DOLLARS ($___________)

41A District Court VAV Boxes: All labor, services and equipment necessary for completion of the work outlined in the specifications

________________________________ DOLLARS ($___________)

41A District Court HVAC Control System: All labor, services and equipment necessary for completion of the work outlined in the specifications

Honeywell System Model Number: ____________________________

________________________________ DOLLARS ($___________)

Fire Station #1 A/C Condenser Unit: All labor, services and equipment necessary for completion of the work outlined in the specifications.

Trane 20 Ton Unit Model Number: ____________________________

________________________________ DOLLARS ($___________)

BID GRAND TOTAL $______________________________

Official bid specifications are available only at www.mitn.info.
VIII. BID FORM (CONT'D)

If awarded this bid, would you accept the City's payment via a City Credit Card? (Your response to this question has no impact on the award of this bid.)
☐ Yes ☐ No

How did you receive notification of this bid? (please check all that apply)
☐ MITN ☐ City of Sterling Heights website ☐ Text notification from City
☐ Email notification from City ☐ Local paper ☐ Other: __________________________

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: __________________________

Would you be interested in free notification from the City via text or email for ALL future solicitations? Yes ☐ No ☐
If yes: text ☐ __________________________ email ☐ __________________________ both ☐

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document. 

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company __________________________
Address __________________________
City/State/Zip ________________________
Representative/Title __________________
Telephone/Fax ________________________
Terms ________________________________
E-Mail Address/Website __________________
Signature/Date _________________________

This form must be completed and returned with your bid.

Official bid specifications are available only at www.mitn.info.
AGENDA STATEMENT

Item Title: To purchase ten vehicles for the Sterling Heights Police Department at pricing available through State of Michigan and Oakland County cooperative purchasing contracts (Total cost of $276,091 - 90% funded by Public Safety Forfeiture Funds).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals:

MR City Clerk  
JV Finance & Budget Director  
MK City Attorney  
MV City Manager

Executive Summary

The Sterling Heights Police Department (SHPD) is requesting approval for the purchase of ten vehicles for use by the Detective Bureau, Crime Suppression Unit, Crime Response Unit and Police Administration. This proposed purchase addresses a critical need for new vehicles within these operational areas. Because the proposed vehicles will be used in police investigative work, the make, model and dealer information will not be disclosed publicly.

The selected vehicles are available for purchase at competitively bid pricing through State of Michigan MiDeal and Oakland County cooperative purchasing contracts. The pricing includes vehicle preparation, title transfer, and delivery to the City.

Public Safety Forfeiture and General Fund funding is included in the 2019/20 fiscal year budget for the purchase of the 10 requested vehicles.

Suggested Action:

Resolved, to approve the purchase of ten police vehicles at pricing available through State of Michigan MiDeal cooperative purchasing contract #071B7700181 and Oakland County cooperative purchasing contract #4920 at a total cost of $276,091.
GENERAL INFORMATION:

The Sterling Heights Police Department is requesting approval to purchase ten vehicles for use by its Detective Bureau, Crime Suppression Unit, Crime Response Unit and Police Administration. Since the proposed vehicles will be used in police investigative work, the make, model and dealer information will not be disclosed publicly for officer safety reasons.

Funding for this purchase has been budgeted in 27731320 (Public Safety Forfeiture Fund – Federal) 984000 (Vehicles) and 43790901 (Capital Projects – Vehicle/Equipment) 984315 (Vehicles – Police Operations).

STAFF ANALYSIS AND FINDINGS:

Personnel from the Office of Purchasing and Sterling Heights Police Department have reviewed the vehicles and related pricing available through the State of Michigan MiDeal and Oakland County cooperative purchasing contracts. The recommendation is to purchase the 10 vehicles at pricing available through these cooperative contracts. The proposed new vehicles will replace vehicles that are no longer fit for their intended covert uses, but will be repurposed within the Police Department. The proposed new vehicles will be assigned as follows: four (4) to the Crime Suppression Unit, two (2) vehicles to the Crime Response Unit, three (3) vehicles to the Detective Bureau and one (1) to Police Administration.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
AGENDA STATEMENT

Item Title: To waive the competitive bidding requirements in accordance with City Code §2-217(A)(9)(a) and accept a proposal by Mando Construction, Inc. for renovations at the Kenneth J. Kosnic 41A District Court Building as mandated by the Michigan Indigent Defense Commission (Total expenditure of $30,506 100% reimbursable through the MIDC).

Submitted By: Office of Purchasing

Contact Person/Telephone: Jared Beaudoin, Purchasing and Facilities Maintenance Manager - 586.446.2392

Administration Approvals: MR City Clerk JV Finance & Budget Director MK City Attorney MV City Manager

Executive Summary

In 2017, the Michigan Indigent Defense Commission (MIDC) established minimum standards for indigent criminal defense services that are to be phased in by the end of 2019. These standards ensure that indigent criminal defense services provide effective assistance of counsel to all indigent adults. The first four standards cover training and education of counsel, the initial client interview, use of investigation and experts, and counsel at first appearance and other critical stages. Specifically, Standard #2 states:

“All client interviews shall be conducted in a private and confidential setting to the extent reasonably possible. The indigent criminal defense system shall ensure the necessary accommodations for private discussions between counsel and clients in courthouses, lock-ups, jails, prisons, detention centers, and other places where clients must confer with counsel”.

To comply with Standard #2, physical renovations are required at the Kenneth J. Kosnic 41A District Court building (court building). Currently, the physical lay-out of the court building does not afford a private interview room for incarcerated defendants to meet and consult with indigent defense counsel. This renovation will include the removal of existing walls and the installation of block walls, epoxy flooring, separation window, secure furniture and counters, telecommunication equipment, security doors and a key fob system.

Due to some administrative delays with the MIDC, the timeline for effectuating the physical renovations has been compressed and the deadline for completion is June 30, 2019. The Office of Purchasing cannot draft and issue an invitation to bid (ITB) or request for proposals (RFP) and complete the evaluation and award process in time for the contractor to finish the renovations by June 30th. In lieu of an ITB or RFP, the Office of Facilities Maintenance secured a proposal by Mando Construction,
Inc. for completion of the physical renovations to the court building. The total cost of the renovations to the court building total $30,506, which is reimbursed 100% by the MIDC. Mando Construction has performed similar renovation work for the City since 2004 with very good results. Work will commence on Tuesday, May 28th and will be completed by June 30, 2019.

Recommendation is being made to waive the competitive bidding requirements in accordance with City Code §2-217(A)(9)(a) and accept the proposal by Mando Construction, Inc. for renovations at the court building as mandated by the Michigan Indigent Defense Commission.

**Suggested Action:**

Resolved, to waive the competitive bidding requirements in accordance with City Code §2-217(A)(9)(a) and accept a proposal by Mando Construction, Inc., 75 Lafayette Street, Suite 100, Mount Clemens, MI 48043, for renovations at the Kenneth J. Kosnic 41A District Court Building at a cost of $30,506.
CITY OF STERLING HEIGHTS
STAFF REPORT
May 21, 2019

Prepared By: Jared Beaudoin, Purchasing & Facilities Maintenance Manager
Ext. No. 2741

GENERAL INFORMATION:

To comply with new Michigan Indigent Defense Commission standards, renovations are required at the Kenneth J. Kosnic 41A District Court building to provide a private interview room for incarcerated client/counsel discussions. In lieu of an invitation to bid or request for proposals, the Office of Facilities Maintenance secured a proposal by Mando Construction, Inc., a licensed contractor, to complete the renovation work by the June 30th, 2019 deadline imposed on the City.

Funding for this purchase in the amount of $30,506 is available in account 25713136 (Indigent Defense Fund – 41A District Court) 975000 (Buildings and Improvements) and will be fully reimbursed by the MIDC after final inspection.

STAFF ANALYSIS AND FINDINGS:

City Code §2-217(A) provides in relevant part as follows:

> Competitive bids shall not be required with respect to the following purchases unless otherwise required by law:

> (9) Purchases where a 5/7 majority of the City Council has determined that one or more of the following situation exists and that competitive bids should be waived and is in the best interests of the City, applying the standards of section 2-216(B) (1 – 8):

> (a) **Time constraints do not allow for the normal bid procedures**;

City Code §2-216(B) (1 – 8) provide in relevant part as follows:

In determining the lowest responsible bidder and responsive bidder, in addition to price, the Purchasing Manager, City Manager and City Council shall consider:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service required, and the bidder’s prior performance of previous contracts or services and compliance with applicable laws and ordinances relating to similar contracts or services;

(2) Whether the bidder can perform the contract or provide the services promptly, or within the time specified, without delay or interference;

(3) Whether the bid complies in all material respects with the bid specifications;
(4) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
(5) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
(6) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
(7) The ability of the bidder to provide future maintenance and service for the use of the supplies or services which are the subject of the contract; and
(8) The number and scope of conditions attached to the bid.

It should be noted that renovations to the 41A District Court for this MIDC project was planned to be included with the District Court renovations through the Facility Improvement Bond Project, but timing would not allow for the MIDC project to be completed before June 30, 2019, as required. There is insufficient time to complete a competitive bid or request for proposals by the June 30th deadline. The Office of Facilities Maintenance solicited a proposal by Mando Construction, Inc., a building contractor fully capable of fulfilling the considerations set forth in City Code §2-216(B) (1 – 8), above.

The Offices of Facilities Maintenance and Purchasing has evaluated the proposal received from Mando Construction and has determined that the pricing is reasonable and is within budget for the project. Facilities Maintenance staff is confident by accepting the proposal from Mando Construction the project will be completed on time.

Work will commence on Tuesday, May 28th and will be completed by June 30, 2019. Mando Construction, Inc. has successfully performed building renovations and repairs for the City since 2004.

STAFF RECOMMENDATION:

Please see the Suggested Action set forth on the Agenda Statement.
Mr. Todd Macovis  
City of Sterling Heights  
Building Maintenance Coordinator

Description: Court inmate conference cell

- Provide labor and materials to construct two conference rooms inside the existing courthouse. One of which for attorney usage the other for inmate. The following are included in this proposal:
  1. Prep area for and during construction
  2. Provide CMU block walls to extend above existing drop ceiling for inmate side only
  3. All necessary framing, drywall and drop ceiling repairs to construct attorneys’ side and prep door opening to inmate area.
  4. Demo and removal of carpet, drop ceiling and framing members for that area effected.
  5. Paint all block and framed walls color chosen by owners
  6. Epoxy flooring in inmate’s area only.
  7. Provide Formica counter in attorneys area
  8. Provide and install stainless steel counter in inmates side with (2) stainless steel benches mounted to the floor
  9. Frame and drywall ceiling in inmate’s area with one layer of 5/8” drywall covering layer of ¾ “plywood underneath for ceiling lid
  10. Provide and install man door with hardware to attorney’s side with window cut in.
  11. Relocate existing glass unit to far wall of inmate’s side.
  12. Provide and install safety glass between both newly constructed rooms with two “squawk boxes” between so attorney and inmate can communicate.
  13. Provide secure steel man door complete with jamb and install – Sterling Hgts vendor to key accordingly - Door to mimic existing on holding cells
  14. Clean up daily

Not included in this estimate is the following: permits, fire suppression relocation or adjustments, electrical lighting or adjustments, re-key of inmate cell door, seating on attorneys side or anything that isn’t specifically mentioned in this proposal.

**WE ARE LICENSED & INSURED-SATISFACTION GUARANTEED**

We propose hereby to furnish material & labor. – Complete in accordance with the above specifications, for the sum of:

Thirty Thousand Five Hundred and Six dollars $30,506.00

ACCEPTANCE OF PROPOSAL – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Owner is responsible for providing permits. Mando Construction will provide permits if desired by owner for the additional cost of the permit(s) required. Payment will be made as stated below.

Net thirty

Signature: ___________________  Title: ___________________  Date: ______________
AGENDA STATEMENT

Item Title: To consider approval of the fiscal year 2019/2020 Community Development Block Grant One-Year Action Plan (Presentation - Chris McLeod, City Planner).

Submitted By: Planning

Contact Person/Telephone: Chris McLeod, City Planner - 586.446.2384

Administration Approvals:
- MR City Clerk
- JV Finance & Budget Director
- MK City Attorney
- MV City Manager

Executive Summary

Attached are detailed recommendations for the 45th year of the Community Development Block Grant (CDBG) Program. The Department of Housing and Urban Development has released the 2019/20 CDBG budget. The City’s CDBG allocation will be $790,782, which is approximately .8% lower than last year’s allocation.

A summary of the recommendations by category follows below:

I. Administrative Activity (Limited to 20% of entitlement or $159,440)
   Funding recommendation for 2019/20 = $143,385

The amount of $140,385 is recommended to offset the general management and administrative costs incurred by the City in preparing the application for funding and administering the entire CDBG program.

The amount of $3,000 is recommended to supplement the administrative cost (salary) of the Continuum of Care Coordinator for the Macomb Homeless Coalition who applies for grants on behalf of area shelters.

II. Public Services (Limited to 15% of entitlement or $118,617)
    Funding recommendation for 2019/20 = $118,617

Please see the attached material for a detailed breakdown of the public services programs being recommended for 2019/20 CDBG funding.

III. Capital Projects (Limited to balance of entitlement or $528,780)
    Funding recommendation for 2019/20 = $528,780
The CAC is recommending funding for all of City Administration's capital project requests: $30,000 for the Minor Home Repair Program, $213,280 for concrete replacement for Hamilton Drive, $275,000 for Senior Center Roof Replacement, and $10,500 for Schoenherr Tower Generator Replacement Engineering Fees.

It is recommended by the Citizens Advisory Committee and City Staff that City Council approve the FY 2019/20 CDBG Program One-Year Action Plan based upon the CDBG entitlement of $790,782.

**Suggested Action:**

Resolved, to approve the fiscal year 2019/20 Community Development Block Grant One-Year Action Plan as recommended by the Citizens Advisory Committee and City Administration based on an entitlement of $790,782 and authorize City Administration to complete the Federal application and secure the funds.
GENERAL INFORMATION:

The Citizens Advisory Committee (CAC) held a public hearing on December 3, 2018 to hear requests from private organizations and the City for public services projects and capital projects. As a condition of approval, the proposals must relate to priorities of housing, homeless, and community development needs earmarked in the Consolidated Plan.

The CAC recommends funding for the following activities and projects for FY 2019/20:

- Preparation of Application
- Minor Home Repair
- Macomb Homeless Coalition
- Hamilton Drive Improvements
- Schoenherr Towers Generator Replacement Eng. Fees
- Senior Center Roof Replacement Phase I
- Interfaith Volunteer Caregivers
- Macomb County Rotating Emergency Shelter Team (MCREST)
- Salvation Army’s Macomb’s Answer to Temporary Shelter (MATTs)
- Turning Point
- Adaptive Recreation Program
- Home Chore – senior citizen grass cutting/snow removal
- Macomb Community College Single Parent Education Program
- Purchase of library books for senior residents and the homebound
- Care House
- Macomb County Warming Center and Ray of Hope Day Center
- Wigs 4 Kids

OTHER AGENCY INPUT:

No formal action by the Planning Commission was necessary for any of the proposed 2019/20 projects.

STAFF RECOMMENDATION:
City Administration recommends that City Council approve the CAC’s recommendations for the 45th year of the Community Development Block Grant program.

1. Administrative Activity - These costs are used to pay for the general management and administrative costs associated with the CDBG program. Funding: $140,385

2. Minor Home Repair – This program provides assistance to income eligible seniors, handicapped, and owner occupants of mobile homes to make minor repairs to their home. Funding: $30,000

3. Senior Center Roof Replacement- Phase I Roof replacement. Funding $275,000

4. Hamilton Drive Improvements- Capital expenditures for removal and replacement of the existing concrete pavement. Funding $213,280

5. Schoenherr Towers Generator Specs- Engineering fees to prepare specs for generator replacement at senior residence Schoenherr Towers. Funding: $10,500

6. Macomb Homeless Coalition – Funds will be used to supplement the salary of a full-time Continuum of Care Coordinator who writes grants on behalf of area shelters. Funding: $3,000

7. Adaptive Recreation Program - This program offers a variety of age and disability appropriate recreational activities for handicapped persons. Funding: $18,912

8. Home Chore - This program affords manpower assistance to very low-income senior homeowners to complete home chore tasks that include lawn-mowing services and snow removal. Funding: $24,919

9. City Library Book Collection - This program purchases large print library books that are delivered to the homebound and local senior residences. Funding: $6,912

10. Single Parent/Displaced Homemaker Program - This program provides a network of support established at Macomb Community College (MCC) to help members of eligible population groups find direction for their lives and obtain the job skills necessary to provide financial support and independence for themselves. The program pays for tuition, books, childcare, transportation expenses, and vocational costs for qualified students who are residents of Sterling Heights to attend MCC. Funding: $11,490

11. Macomb County Rotating Emergency Shelter Team (MCREST) - This program provides a safe, caring environment for the homeless at participating churches on a rotating basis for one week each year. Churches provide three meals per day, showers, laundry assistance and transportation. Funding: $11,912
12. The Salvation Army Macomb’s Answer to Temporary Shelter (MATS) - This program provides a safe, secure environment for men, women, and their families during periods of homelessness. Participants may stay for a maximum of thirty consecutive days in a calendar year. The program provides casework, advocacy, transportation, life-skills, agency referrals, recreation, clothing, rental assistance, and medical services. Funding: $9,912

13. Turning Point - This program provides a safe place for families fleeing violent situations. Programs include court advocacy, sexual assault services, PPO assistance, support groups, and education. Funding: $7,912

14. Care House - This project provides families with a coordinated investigation of child sexual and severe physical abuse. Crisis counseling, legal advocacy, parent support groups and education, children’s groups, and information and referral will be offered through this activity. Funding - $11,912

15. Macomb County Warming Center and Ray of Hope Day Center – Rotating “admit all” homeless shelter that operates from November through March. Funding: $10,912

16. Wigs 4 Kids – This program provides custom wigs for children ages 3-18. Funding: $1,912

17. Interfaith Care Givers – The SAFE at HOME program assists seniors and physically challenged adults with indoor and outdoor chores, by using trained caring local volunteers. Funding: $1,912
Chairperson Janet Bartello called the meeting to order at 6:08 p.m.

**Members present at roll call:** Eric Castiglia, Joanne Paraventi, Grace Pedrie, Jeanne Schabath, Janet Bartello,

**Members absent:** Kozeta Elzhenni (Excused), Judith Foley

**Also in attendance:** Teresa Jarzab, HUD Program Coordinator

**Approval of Agenda**

Moved by Castiglia, supported by Paraventi, to approve the agenda as presented.

Ayes: All
Nays: None
Motion Carried

**Approval of Minutes**

Moved by Pedrie, supported by Castiglia, to approve the minutes of the Regular Meeting of December 3, 2018 as presented.

Ayes: All
Nays: None
Motion Carried

**New Business**

**Selection of Projects**

The committee opened discussion for the selection of projects.

Ms. Jarzab informed the committee that the allocation funding has not been announced by HUD, and that the current numbers presented in the agenda packet are estimates. The Administration budget, Hamilton Drive, and Senior Center Roof Replacement were discussed.

Motion by Paraventi, supported by Castigilia, to appropriate to appropriate; $140,385 for Preparation of Application; $30,000 for Minor Home Repair; $3,000 for the Macomb Homeless Coalition; $275,000 for Senior Center Roof Replacement; $218,740 for Hamilton Drive; and $10,500 for Schoenherr Towers Generator Engineering services.

Ayes: All
Nays: None
Motion carried
Allocation for Public Services was discussed. Several suggested funding amounts were compared to prior year funding. Applications were discussed.

The committee members held a general discussion regarding the Single Parent Education Program MCC. Allocation reductions were discussed based on the low number of students enrolled in the program.

The committee members held a general discussion regarding Macomb Warming Center, MCREST, MATTS.

The committee members held a general discussion regarding Turning Point.

The committee members held a general discussion regarding the Adaptive Recreation Program.

The committee members held a general discussion regarding the remaining public service activities.

Motion by Pedrie, supported by Schabath to allocate $2,000 for Interfaith Volunteer Care Givers; $12,000 for MCREST; $10,000 for MATTS; $8,000 for Turning Point; $19,000 for Adaptive Recreation; $25,000 Home Chore; $11,578 for the Single Parent Education Program at MCC; $7,000 for the Library’s Homebound Book Delivery Program; $12,000 for Care House; $11,000 for Macomb County Warming Center and $2,000 for Wigs 4 Kids.

Ayes: All
Nays: Paraventi
Motion Carried.

Motion by Schabath, supported by Paraventi, if funding is less than the estimated budget, allow program staff to reduce the funding for Hamilton Drive under capital projects and reduce the difference of the estimated budget and actual budget for public equally to each funded activity except for the Single Parent Education Program at MCC. The 15% public service cap must be maintained.

Ayes: All
Nays: None
Motion Carried.

Motion by Castiglia, supported by Schabath, if funding is more than the estimated budget, allow program staff to increase the funding for Hamilton Drive under capital projects and increase the difference of the estimated budget and actual budget for public services equally to each funded activity. The 15% public service cap must be maintained.

Ayes: All
Nays: None
Motion Carried.

Ms. Jarzab discussed the 2019-2023 Consolidated Plan

Old Business

None
Board Members Report
None

Public Comment
None

Adjournment
Move to adjourn by Pedrie, supported by Castiglia.
Ayes: All
Nays: None
Motion carried.

Meeting adjourned 7:13 p.m.

Respectfully submitted,

Joanne Paraventi, Recording Secretary

TJ
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<td>Macomb Literacy Partners*</td>
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<td>$</td>
<td>0</td>
</tr>
<tr>
<td>Care House*</td>
<td>$9,084</td>
<td>$10,704</td>
<td>$11,912</td>
</tr>
<tr>
<td>Macomb County Warming Center &amp; Ray of Hope*</td>
<td>$9,084</td>
<td>$10,984</td>
<td>$10,912</td>
</tr>
<tr>
<td>Wigs 4 Kids*</td>
<td>$1,000</td>
<td>$2,204</td>
<td>$1,912</td>
</tr>
</tbody>
</table>

**TOTAL**                                           | $716,925 | $797,203 | $790,782 |

**Total of Grant Available for Public Services Activities (15%)**

* = Public Service Activity
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2017/18</th>
<th>2018/19</th>
<th>2019/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Application</td>
<td>$140,385.00</td>
<td>$140,385.00</td>
<td>$140,385.00</td>
</tr>
<tr>
<td>Minor Home Repair</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Macomb County Community Services Agency/Macomb Homeless Coalition</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Upton House Rehabilitation</td>
<td>$52,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Roads -Fairway/Barnum Dr.</td>
<td>$349,002.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Roads- Ascot Dr.</td>
<td>-</td>
<td>$213,280.00</td>
<td>-</td>
</tr>
<tr>
<td>Senior Center- Roofing part 1</td>
<td>-</td>
<td>$275,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Senior Center- Roofing part 2</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Senior Center- Lighting Upgrades</td>
<td>$25,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Schoenherr Towers</td>
<td>-</td>
<td>-</td>
<td>10,500.00</td>
</tr>
<tr>
<td>Senior Center Parking Lot Expansion</td>
<td>-</td>
<td>275,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Senior Center Fitness Room Carpet</td>
<td>-</td>
<td>9,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Roads- Newell Drive</td>
<td>-</td>
<td>210,240.00</td>
<td>-</td>
</tr>
<tr>
<td>Interfaith Care Givers</td>
<td>$1,800.00</td>
<td>-</td>
<td>$1,912.00</td>
</tr>
<tr>
<td>MCREST*</td>
<td>$9,084.00</td>
<td>$11,204.00</td>
<td>$11,912.00</td>
</tr>
<tr>
<td>MATTIS*</td>
<td>$9,084.00</td>
<td>$11,204.00</td>
<td>$9,912.00</td>
</tr>
<tr>
<td>Turning Point*</td>
<td>$4,000.00</td>
<td>$6,204.00</td>
<td>$7,912.00</td>
</tr>
<tr>
<td>Adaptive Recreation Program*</td>
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<td>$20,204.00</td>
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<tr>
<td>Home Chore*</td>
<td>$24,402.00</td>
<td>$26,462.00</td>
<td>$24,919.00</td>
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<tr>
<td>Single Parent Education Program - MCC*</td>
<td>$13,000.00</td>
<td>$12,462.00</td>
<td>$11,490.00</td>
</tr>
<tr>
<td>City Library Books (Seniors/Disadvantaged)*</td>
<td>$7,000.00</td>
<td>$8,204.00</td>
<td>$6,912.00</td>
</tr>
<tr>
<td>Macomb Literacy Partners*</td>
<td>$1,000.00</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td>Care House*</td>
<td>$9,084.00</td>
<td>$10,704.00</td>
<td>$11,912.00</td>
</tr>
<tr>
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<td>$9,084.00</td>
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</tr>
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<td>Wigs 4 Kids*</td>
<td>$1,000.00</td>
<td>$2,204.00</td>
<td>$1,912.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$716,925.00</td>
<td>$797,203.00</td>
<td>$790,782.00</td>
</tr>
<tr>
<td>Total of Grant Available for Public Services Activities (15%)</td>
<td>$107,538.00</td>
<td>$119,578.00</td>
<td>$118,617.00</td>
</tr>
</tbody>
</table>

* = Public Service Activity
AGENDA STATEMENT

Item Title: To consider a First Amendment to the Development Agreement for the Verandas Planned Unit Development situated on the north side of 14 Mile Road, west of Maple Lane in Section 34; Case No. PPCM-1161 (Presentation - Chris McLeod, City Planner).

Submitted By: Planning

Contact Person/Telephone: Chris McLeod, City Planner - 586.446.2384

Administration Approvals:

MR City Clerk  JV Finance & Budget Director  MK City Attorney  MV City Manager

Executive Summary

Maple Lane Holdings LLC, a Michigan limited liability company (Applicant), acquired the Maple Lane Golf Club situated on 14 Mile Road, west of Maple Lane Road, in 2015. Since acquisition, Applicant has continued to operate the 54-hole golf course with much success and has made numerous operational and aesthetic improvements.

Applicant's long-term plan for Maple Lane Golf Course was presented to the City Council in 2016 as part of a Planned Unit Development proposal, PPCM-1161, referred to as the Verandas. The Verandas is described as: ...ideal and convenient living for those 55 AND BOLDER. With 807 homes, on 288 acres, the Verandas will include cottages, townhouses, duets, and ranch homes, two and three-bedroom apartments and a senior living community. Features of the planned Verandas community include: The Veranda – the epicenter of the Verandas community. Located at the entry of the development, and beautifully appointed with state-of-the-art fitness and wellness center, indoor and outdoor pools, classrooms, a pro shop and full-service restaurant, Maple Lane at Verandas – the new Maple Lane Golf Club will include a redesigned golfing experience by noted designer Ray Hearn. The new lay-out will feature an 18-hole championship course and an illuminated 9-hole illuminated Par 3 course for daytime and evening golf, and the residential component of the Verandas that will include:

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Residential</td>
<td>277 units</td>
</tr>
<tr>
<td>Duplexes (Duets)</td>
<td>116 units</td>
</tr>
<tr>
<td>Fourplexes</td>
<td>110 units</td>
</tr>
<tr>
<td>Townhomes</td>
<td>144 units</td>
</tr>
<tr>
<td>Senior Housing Units</td>
<td>160 units</td>
</tr>
<tr>
<td>Total Units</td>
<td>807 units</td>
</tr>
</tbody>
</table>

As a part of the Verandas planned community, redevelopment of the existing 54 hole golf course will require the following (i) the closing of parts of the 54 hole golf course for a substantial period, (ii) the redesign and realignment of part of the existing 18 hole golf course, and (iii) complete reseeding of
the rough and fairway areas of the area of the Property where the new 18 hole golf course will be
developed.

In conjunction with this redevelopment, Applicant originally requested that the City grant a one-time
 equitable adjustment to the sewer charges to be paid while the new 18 hole golf course was being
reconfigured and the fairways and roughs redeveloped for a temporary time period commencing
January 1, 2019 and ending no later than December 31, 2021, which the City agreed to do as part of
the original PUD Development Agreement. Due to market and golf industry circumstances, Applicant
has delayed construction of the Verandas, thereby delaying the reconfiguration of the golf course.
Construction is now expected to begin after the 2020 golf season. The delay in redevelopment has
impacted the aforementioned time period agreed upon for the equitable adjustment of sewer
charges. To re-set the time period to coincide with the new redevelopment period, Applicant has
requested that the original terms of the PUD agreement be amended to read as follows:

"allow a two year period commencing when Developer has begun reseeding the reconfigured 18 hole
golf course, the date of which shall be established by the Developer providing written notice of such
reseeding to the City Manager, or on January 1, 2025, whichever occurs first, and ending two years
from the date or notice or December 31, 2026, whichever occurs first."

This request qualifies as unique as this is likely the final time the City will consider the development of
a new golf course or the redevelopment of an existing golf course that will be retained in this manner.
In addition, this request is specific to golf course irrigation and does not apply to any water usage that
occurs in the club house or within any of the proposed residential construction. It bears repeating that
the suspension of sewer charges for water usage associated with irrigation of the new golf course areas
is limited in duration to the time period being re-set per the proposed First Amendment. Once the two
(2) year adjustment is over, normal fees for water and sewer usage will be reinstated.

This amendment does not modify the scope or length of the adjustment for sewer rates; rather, it
simply re-sets the starting date so it is synchronized with the actual start of Verandas development.
All other aspects of the original PUD agreement and associated plans remain unchanged. City
Administration is recommending approval of the proposed First Amendment to the Development
Agreement for the Verandas Planned Unit Development.

**Suggested Action:**

Resolved, to approve the First Amendment to the Development Agreement between the City of
Sterling Heights and Maple Lane Holdings LLC for the Verandas Planned Unit Development; Case No.
PPCM-1161, and authorize the Mayor and City Clerk to sign the First Amendment on behalf of the City.
FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR VERANDAS PLANNED UNIT DEVELOPMENT

This First Amendment to Development Agreement For Verandas Planned Unit Development ("First Amendment") is made on May ___, 2019, between MAPLE LANE HOLDINGS LLC, a Michigan limited liability company, whose address is 3005 University Drive, Auburn Hills, Michigan 48326 ("Developer"), and the CITY OF STERING HEIGHTS, a Michigan municipal corporation, whose address is 40555 Utica Road, Sterling Heights, Michigan 48313 ("City"), to amend certain terms relating to the development and use of certain property which is the subject of a Development Agreement between the Developer and the City.

RECITALS

A. Developer is the owner of all legal and equitable title to certain property located in Sections 34 and 35 of the City of Sterling Heights, Macomb County, Michigan, more particularly described on attached Exhibit A, and referred to in this First Amendment as the "Property.

B. On November 15, 2016, Developer and the City entered into a Development Agreement for Verandas Planned Unit Development (the "Agreement") for the development of the Property as a planned unit development referred to in the Agreement as the as "Verandas Planned Unit Development", "PUD," the "Verandas PUD", the "Verandas Community" and the "PUD Development.", which Agreement was recorded in Liber ____, Page ___, Macomb County Records.

C. Under the terms of the Agreement, Developer agreed to redevelop the Property which currently contains a 54 hole golf course, a 9 hole executive golf course, and a clubhouse/banquet facility, with an 800 unit mixed use development, which will include single family residential, multiple family residential, an 18 hole golf course, a 9 hole executive golf course, and a redeveloped clubhouse and banquet facility.

D. Redevelopment of the existing 54 hole golf course into the mixed use residential development and redeveloped 18 hole golf course will require (i) the closing of parts of the 54 hole golf course for a substantial period, (ii) the redesign and realignment of part of the existing 18 hole golf course, and complete reseeding of the rough and fairway areas of the area of the Property where the new 18 hole golf course will be developed.
E. In conjunction with Developer redeveloping a reconfigured 18 hole golf course as part of its PUD Development, Developer requested that the City grant Developer a one-time equitable adjustment to the sewer charges to be paid while the new 18 hole golf course is being reconfigured and the fairways and roughs redeveloped for a temporary time period commencing January 1, 2019 and ending no later than December 31, 2021, which the City agreed to do as part of the Agreement.

F. Developer has been delayed in the start of construction of the PUD Development, which will delay the reconfiguration, redesign, reseeding of fairway and rough areas, and the reopening of the redeveloped 18 hole golf course.

G. Developer has requested that the timeframe for implementing the equitable adjustment period for sewer charges set forth in Paragraph E above be amended to a two year period commencing when Developer has begun reseeding the reconfigured 18 hole golf course, the date of which shall be established by the Developer providing written notice of such reseeding to the City Manager, or on January 1, 2025, whichever occurs first, and ending two years from the date or notice or December 31, 2026, whichever occurs first.

H. Under the Agreement, City granted Developer a one-time equitable adjustment for a two year period regarding sewer charges. Specifically, the City agreed to suspend application of sewer charges imposed as a result of watering the golf course fairways, roughs, greens, tees, and other grass covered areas (and the necessary filling of ponds used for such irrigation purposes) for the temporary time period between January 1, 2019 and December 31, 2021.

I. Developer has requested that the timeframe for implementing the equitable adjustment period for sewer charges set forth in Paragraph E above be amended to a temporary time period commencing when Developer begins reseeding the reconfigured 18 hole golf course as evidenced by written notice from the Developer to the City’s City Engineer (to be given within five (5) days after such reseeding has begun), or January 1, 2025, whichever occurs first, and ending no later than two years from the date of the commencement of reseeding as evidenced by the notice or December 31, 2026, whichever occurs first.

J. The parties wish to enter into this First Amendment to the Development Agreement to set forth their understandings and agreements with respect to the development of the Verandas PUD on the Property.

NOW THEREFORE, Developer and City agree as follows:

1. Modification of Timeframes for Implementing Equitable Adjustments Regarding Utility Fees and Charges. City and Developer agree that Paragraph 18(b) of the Agreement shall be amended to read as follows:

   (b) City acknowledges that the redevelopment of this 288 acre parcel of property in a manner which includes two public golf courses (a proposed 18 hole regulation golf course and a proposed 9 hole lighted Par 3 executive golf course) is highly advantageous to the City and its residents by offering public recreation
opportunities and preserving large areas of green open space. The parties acknowledge that this redevelopment of the Property will require extensive reseeding and watering of the new or reconfigured fairway and green areas, particularly during the initial stages of redevelopment, which is not economically feasible without a temporary equitable sewer usage rate adjustment. In consideration of Developer’s commitments set forth in this PUD Agreement, the City agrees to make a one time limited equitable adjustment by suspending application of the sewer usage rates applicable only to that portion of the Verandas sewer charges imposed as a result of watering the golf course fairways, roughs, greens, tees and other grass covered areas (and the necessary filling of ponds used for such irrigation purposes) for the temporary time period commencing when Developer has begun reseeding the reconfigured 18 hole golf course, as evidenced by a written notice thereof from Developer to the Sterling Heights City Manager which shall be given within five (5) days of the date such reseeding begins, or January 1, 2025, whichever comes first, and ending two (2) years from the date of the notice or December 31, 2026, whichever comes first. This equitable adjustment shall not apply to (i) any water usage charges, (ii) any water meter charges, (iii) any sewer charges related to use, operation, or redevelopment of the Property, including the residential and assisted living uses developed upon it, or the operation of the Verandas clubhouse and banquet facility, or (iv) the small periodic standard fixed sewer charge, except as specifically set forth above.

2. **Continuing Binding Effect of Terms and Conditions of Agreement.** All of the terms, conditions, and agreements of Developer and the City set forth in the Agreement dated November 15, 2016 shall remain in full force and effect except as specifically amended by this First Amendment.

Developer and City have executed this First Amendment on the dates set forth below.

[Signatures and Acknowledgments of Developer and City officials follow on succeeding pages]
WITNESS: __________________________

MAPLE LANE HOLDINGS LLC, a Michigan limited liability company

____________________________________
Dominic J. Moceri, Manager

________________________

WITNESS: __________________________

CITY OF STERLING HEIGHTS, a Michigan municipal corporation

____________________________________
Michael C. Taylor, Mayor

________________________

And

____________________________________
Melanie D. Ryska, City Clerk

STATE OF MICHIGAN ) ) ss
COUNTY OF ) )

The foregoing instrument was acknowledged before me this _____ day of __________, 2019, by Dominic J. Moceri, Manager of Maple Lane Holdings LLC, a Michigan limited liability company, on behalf of the company.

______________________, Notary Public,
_________ County, Michigan

Acting in the County of __________________________
My Commission Expires:________________________

[Acknowledgment of City officials follows on next page]
STATE OF MICHIGAN       )
COUNTY OF MACOMB        ) ss

The foregoing instrument was acknowledged before me this _____ day of __________,
2019, by Michael C. Taylor and Melanie D. Ryska, Mayor and City Clerk, respectively, of the
City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipality.

______________________, Notary Public,
_________ County, Michigan
Acting in the County of ________________
My Commission Expires:________________

DRAFTED BY:                    WHEN RECORDED RETURN TO:

Clark A. Andrews               City Clerk
O'Reilly Rancilio P.C.         City of Sterling Heights
12900 Hall Road, Suite 350    P.O. Box 8009
Sterling Heights, MI 48313    40555 Utica Road
Sterling Heights, MI 48311-8009

5
EXHIBIT A

MAPLE LANE GOLF COURSE
TITLE DESCRIPTION
TITLE COMMITMENT 31426-50

SITUATED IN THE CITY OF STERLING HEIGHTS, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

SECTIONS 34 AND 35, TOWN 2 NORTH, RANGE 12 EAST, THE SOUTH 10.0 ACRES OF THE EAST 40.0 ACRES OF THE NORTHEAST ¼ OF SECTION 34;

ALSO THE SOUTHEAST ¼ OF SECTION 34 EXCEPT: COMMENCING AT THE SOUTH ¼ POST OF SECTION 34; THENCE EAST 514.40 FEET ALONG SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 10 MINUTES EAST 333.30 FEET; THENCE EAST 1307.84 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES WEST 333.30 FEET; THENCE WEST 1315.70 FEET ALONG SOUTH SECTION LINE TO THE POINT OF BEGINNING;

ALSO BEGINNING AT THE WEST ¼ POST OF SECTION 35; THENCE NORTH 1312.20 FEE; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1141.85 FEET; THENCE SOUTH 875.50 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES WEST 133.81 FEET; THENCE SOUTH 290.60 FEET; THENCE SOUTHWEST ½ OF THE SOUTHWEST ¼ OF SECTION 35 EXCEPT BEGINNING AT THE INTERSECTION OF THE WEST LINE OF MAPLE LANE ROAD (66 FEET WIDE) AND THE NORTH LINE OF 14 MILE ROAD (66 FEET WIDE); THENCE SOUTH 88 DEGREES 15 MINUTES 30 SECONDS WEST 4.43 FEET ALONG RED RUN DRAIN EASEMENT; THENCE NORTH 88 DEGREES 15 MINUTES 30 SECONDS EAST 215.64 FEET; THENCE NORTH 44 DEGREES 04 MINUTES EAST 34.43 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 30 SECONDS EAST 27.21 FEET ALONG THE WEST LINE OF MAPLE LANE ROAD TO THE POINT OF BEGINNING;

ALSO EXCEPT COMMENCING AT THE SOUTH 1/4 POST OF SECTION 35; THENCE WEST 1329.30 FEET ALONG THE SOUTH SECTION LINE; THENCE NORTH 0 DEGREES 44 MINUTES 29 SECONDS WEST 180.0 FEET ALONG THE CENTERLINE OF MAPLE LANE ROAD TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 44 MINUTES 29 SECONDS WEST 375.0 FEET ALONG
SAID CENTERLINE; THENCE SOUTH 89 DEGREES 15 MINUTES 31 SECONDS WEST 37.0 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 29 SECONDS EAST 375.0 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 31 SECONDS EAST 37.0 FEET TO THE POINT OF BEGINNING.

SURVEYED DESCRIPTION
MAPLE LANE GOLF COURSE

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 35 OF TOWNSHIP 2 NORTH, RANGE 12 EAST, CITY OF STERLING HEIGHTS, MACOMB COUNTY, MICHIGAN, BEING DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34; THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST 1141.07 FEET ALONG THE SOUTH LINE OF SECTION 34; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST 333.10 FEET (RECORD NORTH 00 DEGREES 49 MINUTES EAST 333.30 FEET); THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST (RECORD WEST) 1307.84 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 13 SECONDS WEST (RECORD SOUTH 02 DEGREES 10 MINUTES WEST) 333.30 FEET TO THE SOUTH LINE OF SECTION 34; THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST (RECORD WEST) 514.09 FEET (RECORD WEST 514.40 FEET) ALONG THE SOUTH LINE OF SECTION 34 TO THE SOUTH QUARTER POST OF SECTION 34, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF MOCERI SPIZIZEN ESTATES SUB’N NO. 2 AS RECORDED IN LIBER 55 OF PLATS, PAGE 19, MACOMB COUNTY RECORDS; THENCE NORTH 02 DEGREES 13 MINUTES 47 SECONDS EAST 2658.43 FEET (RECORD NORTH 01 DEGREES 43 MINUTES EAST 2658.07 FEET) ALONG THE EASTERLY LINE OF MOCERI SPIZIZEN ESTATES SUB’N NO. 2 AND THE NORTH AND SOUTH QUARTER LINE OF SECTION 34 TO THE CENTERPOST OF SECTION 34 AND THE SOUTH LINE OF SEVILLE GARDENS SUB, AS RECORDED IN LIBER 56 OF PLATS PAGE 34, MACOMB COUNTY RECORDS; THENCE ALONG THE SOUTH AND EAST LINES OF SEVILLE GARDENS SUB THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 89 DEGREES 35 MINUTES 16 SECONDS EAST 2100.03 FEET (RECORD 2100.72 FEET), NORTH 00 DEGREES 00 MINUTES 24 SECONDS EAST 639.68 FEET (RECORD NORTH 00 DEGREES 03 MINUTES 12 SECONDS EAST 639.42 FEET), NORTH 89 DEGREES 25 MINUTES 52 SECONDS EAST 678.41 FEET (RECORD 677.98 FEET), NORTH 00 DEGREES 17 MINUTES 27 SECONDS WEST 672.43 FEET (RECORD NORTH 00 DEGREES 14 MINUTES 42 SECOND WEST 672.55 FEET) AND NORTH 89 DEGREES 19 MINUTES 19 SECONDS EAST 338.37 FEET (RECORD NORTH 89 DEGREES 21 MINUTES EAST 338.23 FEET); THENCE NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST 802.93 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 43 SECONDS EAST 877.69 FEET (RECORD SOUTH 875.50 FEET); THENCE SOUTH 89 DEGREES 09 MINUTES 16
SECONDS WEST 133.90 FEET (RECORD SOUTH 89 DEGREES 25 MINUTES WEST 133.81 FEET); THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST (RECORD SOUTH) 110.00 FEET; THENCE SOUTH 63 DEGREES 43 MINUTES 41 SECONDS EAST (RECORD SOUTH 63 DEGREES 28 MINUTES EAST) 65.81 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 291.47 FEET (RECORD SOUTH 290.60 FEET); THENCE NORTH 89 DEGREES 12 MINUTES 18 SECONDS EAST 289.32 FEET TO THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS EAST 2077.03 FEET ALONG THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 88 DEGREES 55 MINUTES 43 SECONDS WEST 37.00 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS EAST 375.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 43 SECONDS EAST 37.00 FEET TO THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS EAST 180.00 FEET ALONG THE CENTERLINE OF MAPLE LANE DRIVE TO THE INTERSECTION OF THE CENTERLINE OF MAPLE LANE DRIVE AND THE SOUTH LINE OF SECTION 35; THENCE SOUTH 89 DEGREES 21 MINUTES 03 SECONDS WEST 1318.27 FEET ALONG THE SOUTH LINE OF SECTION 35 TO THE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST 1285.27 FEET ALONG THE SOUTH LINE OF SECTION 35; THENCE NORTH 1 DEGREES 04 MINUTES 17 SECONDS WEST 33.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 14 MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 21 MINUTES 03 SECONDS WEST 243.59 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF 14 MILE ROAD; THENCE NORTH 46 DEGREES 44 MINUTES 50 SECONDS EAST 4.43 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST 215.64 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 30 SECONDS EAST 34.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAPLE LANE DRIVE; THENCE SOUTH 1 DEGREES 04 MINUTES 17 SECONDS EAST 26.81 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF MAPLE LANE DRIVE TO THE POINT OF BEGINNING.

CONTAINING 288.18 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.
DEVELOPMENT AGREEMENT FOR
VERANDAS PLANNED UNIT DEVELOPMENT

THIS DEVELOPMENT AGREEMENT FOR VERANDAS PLANNED UNIT DEVELOPMENT ("Development Agreement"), dated this 15th day of November, 2016, by and between MAPLE LANE HOLDINGS LLC, a Michigan limited liability company, whose address is 3005 University Drive, Auburn Hills, Michigan 48326 ("Developer"), and the CITY OF STERLING HEIGHTS, a Michigan municipal corporation, whose address is 40555 Utica Road, Sterling Heights, Michigan 48313 ("City"), to confirm certain rights and obligations relating to development and use of an approximately 288.2 acre development located in the City of Sterling Heights, more particularly described on the attached and incorporated Exhibit A (the "Property").

RECITALS

A. Developer is the owner of all legal and equitable title to the Property and is the developer and proprietor of a proposed planned unit development encompassing the Property to be known as "Verandas Planned Unit Development", which development is sometimes also referred to herein as the "PUD," the "Verandas PUD", the "Verandas Community" and the "PUD Development." The Property is currently zoned R-80 One Family Residential District except for one eight acre parcel which is zoned O-2 Planned Office District zoning. The current zoning permits 808 single family homes or 994 single family homes under the Planned Subdivision Option and the One Family Cluster Option designed to preserve open space.
B. Developer, representing and providing evidence to the City that it has the full power and authority to bind the Property, has applied for approval of the Verandas PUD pursuant to Section 22.03 of the City of Sterling Heights Zoning Ordinance ("Zoning Ordinance") and Code of Ordinances (collectively referred to as the "City Ordinances").

C. At its meeting on October 13, 2016, the Sterling Heights Planning Commission ("Planning Commission") held a public hearing and after doing so, recommended approval of the concept plan for the Verandas PUD as defined in Recital F below ("Concept Development Plan"), subject to certain conditions as further set forth herein.

D. At its meeting on November 15, 2016, the City Council of the City of Sterling Heights ("City Council") conducted another public hearing on the Concept Plan and Verandas PUD, subject to certain conditions as set forth herein.

E. The Planning Commission and City Council found that approval of the Verandas PUD would encourage innovation and allow more efficient use of the Property through regulatory efficiency by establishing a comprehensive physical development plan describing functional use areas, density patterns, vehicular and pedestrian circulation and preserving natural vegetation and open space.

F. As part of its application for approval of the PUD, Developer has submitted an overall site layout ("Site Layout") showing the layout of the proposed PUD Development. The Site Layout is included in a book of documents entitled "Verandas Active Luxe Villages" ("Concept Plan Book"), which has been supplemented by Developer with additional information and commitments developed after the initial printing of the Concept Plan Book and contained in this Development Agreement and shown on Exhibit B attached hereto which is subsequently referred to in this Development Agreement as the "Final Concept Plan Book". The Site Layout and Final Concept Plan Book, when taken together, cover the entire
Property, describe Developer's proposed development and commitments to the City and the community, and are, collectively, referred to in this Development Agreement as the "Concept Development Plan." The approved Concept Development Plan initialed by the authorized member on behalf of Developer and by the Mayor and City Clerk on behalf of the City is on file with City and available for public inspection, and a second initialed copy is in the possession of the Developer. An original copy of this Development Agreement will be recorded in the records of the Macomb County Register of Deeds after execution by authorized representatives of Developer and the City.

G. Developer has agreed to construct certain improvements, and to proceed with other undertakings set forth in this Development Agreement (as defined in Section 1 below), all of which Developer and the City have agreed are necessary and roughly proportional to the burdens imposed, in order to protect the natural environment and conserve natural resources, to provide recreational appurtenances and environments for the people of the City, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally and economically desirable manner, to make a variety of housing opportunities available to the City's growing senior population, and to achieve other legitimate objectives authorized under the Zoning Ordinance and Michigan Zoning Enabling Act ("Zoning Enabling Act"), as amended from time to time (being MCL 125.3101 et seq.).

H. The parties wish to enter into this Development Agreement to set forth their understandings and agreements with respect to the development of the Verandas PUD on the Property.

NOW, THEREFORE, as an integral part of the approval of the Concept Development Plan, and in consideration of the mutual covenants contained herein, IT IS AGREED:
1. **Development as PUD.** The Property shall be developed only in accordance with: (a) this Development Agreement; (b) the Concept Development Plan; (c) such modifications to the Concept Development Plan and this Development Agreement as authorized by this Development Agreement, (d) all applicable City Ordinances, except as otherwise modified or varied in Sections 8 and 21 of this Development Agreement. All of the foregoing documents, plans, ordinances, and approvals are together referred to in this Development Agreement collectively as the “PUD Documents.”

2. **Development Summary.** The Verandas PUD shall consist of ten (10) distinct interconnected areas referred to as “Community Areas” in which different types of development shall be permitted as described more fully in the Concept Development Plan. In summary, the Community Areas consist of the following:

<table>
<thead>
<tr>
<th>NAME OF AREA</th>
<th>NUMBER OF UNITS</th>
<th>AREA IN ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOLF COURSE</td>
<td>N/A</td>
<td>157.6</td>
</tr>
<tr>
<td>OPEN SPACE</td>
<td>N/A</td>
<td>10.0</td>
</tr>
<tr>
<td>CLUBHOUSE</td>
<td>N/A</td>
<td>8.0</td>
</tr>
<tr>
<td>BLOSSOM LANE</td>
<td>160 ROOMS**</td>
<td>6.6</td>
</tr>
<tr>
<td>BARS</td>
<td>N/A</td>
<td>4.0</td>
</tr>
<tr>
<td>COTTAGES</td>
<td>72 SINGLE FAMILY HOMES</td>
<td>14.8</td>
</tr>
<tr>
<td>GROVES</td>
<td>205 SINGLE FAMILY HOMES/20 DUETS</td>
<td>42.0</td>
</tr>
<tr>
<td>TERRACES</td>
<td>108 STACKED FLATS/36 TOWNHOMES</td>
<td>13.2</td>
</tr>
<tr>
<td>FAIRWAYS</td>
<td>96 DUETS</td>
<td>17.2</td>
</tr>
<tr>
<td>GABLES</td>
<td>110 QUADS</td>
<td>14.8</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>807 UNITS</strong></td>
<td><strong>288.2 ACRES</strong></td>
</tr>
</tbody>
</table>

**119 INDEPENDENT LIVING WITH ENHANCED SERVICES + 41 ASSISTED LIVING**
The following agreements, terms and conditions, and plans developed after the initial preparation of the Concept Plan Book shall be incorporated and made a part of the Concept Development Plan which is the foundation of this PUD Development Agreement:

(a) As part of development of the PUD Community, Developer shall install at its sole expense a five foot (5') wide concrete sidewalk (as determined by the City) meeting the standards of the City Subdivision Regulations, City Zoning Ordinance, City Code and City Engineering Standards within the public right of way of Maple Lane Road on the west side of Maple Lane Road from the north curb line of Verandas Boulevard (where it intersects Maple Lane Road) to the northerly property line of the PUD Development at Maple Lane Road.

(b) In addition, Developer shall deposit with the City an amount equal to the estimated cost of construction of a five foot (5') wide concrete sidewalk within the public right of way of Maple Lane Road on the west side of Maple Lane Road from the southerly curb of Verandas Boulevard where it intersects Maple Lane Road to the northerly curb of 14 Mile Road (excepting the estimated cost of any improvements associated with bridge retaining wall modifications required for such installation, including special foundations, guardrails, abutments and grade beams, which costs shall be borne solely by the City). This deposit shall be made contemporaneously with the delivery or escrowing of the Maple Lane Road right-of-way in subsection (c) below.

(c) Developer agrees to voluntarily donate by means of a Warranty Deed, in form and substance satisfactory to the City Engineer and City Attorney, land for right-of-way for Maple Lane Road as shown on the Master Road Plan [sixty feet (60') wide right-of-way measured from the center line of Maple Lane Road] for the full Maple Lane frontage of the Property. Developer agrees to make this voluntary donation by either (i) establishing an escrow of the Warranty Deed with the City Attorney on or before the date
the first building permit for any model residence is issued to be released upon issuance of the first certificate of occupancy for any model, using an escrow agreement approved by the City Attorney, or (ii) delivering the Warranty Deed to the City prior to issuance of any certificate of occupancy. The City will make reasonable efforts to preserve any landmark trees within the donated right-of-way area.

3. **Effect of Approval.** By approving the Concept Development Plan, the City (a) has conferred upon Developer approval of the Concept Development Plan, for the term of this Development Agreement, as may be extended as provided in Section 22, from the effective date of this Development Agreement, and (b) has determined that the approved Concept Development Plan complies with the requirements for approval of a concept plan under the terms of Section 22.03 of the Zoning Ordinance. The approval of the Concept Development Plan shall have a duration of twelve years, subject to extension as provided in Section 22 hereof. As provided in Section 22.03 of the Zoning Ordinance, the parties agree that such duration is appropriate in relation to the size of the Property and scope of the PUD Development, considering the anticipated time for development and marketing and the potential effect of any changes in the law or City Ordinances which could subsequently occur which would adversely affect the development of the PUD Development in accordance with this Development Agreement. The approval of the Concept Development Plan does not by itself confer upon Developer the right to construct improvements on or use the Property; however, Developer shall have the right to submit applications for Final Development Plan Approvals for the various Community Areas in accordance with Article 26 of the City Ordinances. Approval of the Final Development Plans for any Community Area will not be unreasonably withheld or unreasonably delayed if the Final Development Plans are materially consistent with the Concept Development Plan and comply with the City Ordinances, as modified by this Development Agreement. No construction of any improvements on any Community Area of the Property shall
commence until approval for the Final Development Plan has been granted for such Community Area or for phase of such Community Area for which such improvement is a component, and until such construction is otherwise permitted pursuant to the City Ordinances governing the issuance of construction permits following an approval of the final engineering and/or architectural plans, final site plans and/or final preliminary subdivision plats, or final condominium subdivision plans and master deed (referred to as Condominium Documents”). The foregoing prohibition of construction shall not prohibit Developer’s maintenance, repairs, replacements and enhancements of the existing golf courses and related facilities.

4. Final Site Plan Approval. The Community Areas may be constructed in any order or simultaneously. Irrespective of the order of development of the Community Areas, the construction of the Verandas PUD shall commence with the construction of Verandas Boulevard, which shall be completed before any building permits are issued for construction of buildings. However, notwithstanding the foregoing, Developer may be granted permits for the construction of up to three (3) model homes and one portable sales office for each Community Area prior to completion of the roads servicing such Community Area at the time construction of such Community Area or sub-phase is undertaken provided satisfactory access for emergency vehicles is available at all times. Recognizing that Developer’s ability to develop and market the Verandas Community as shown in the Concept Development Plan may require simultaneous sales of different product types, each phase or sub-phase shall not be required to be adjacent to a previously approved portion of the PUD Development; provided the PUD Development shall be phased in an orderly manner so as to assure that if subsequent phases are not developed for any reason, there are no isolated and undeveloped parcels which are not capable of being reasonably used or accessed by completed roads in the parcel(s)” then current state in conformance with all City Ordinances.
5. **Water and Sanitary Sewer Systems.** Developer shall design, construct and install a public water distribution system and a sanitary sewer system which shall service and meet the demands of the Verandas PUD. Such water and sanitary sewer service facilities shall be designed and constructed in accordance with all applicable City, State and Macomb County standards. Such water and sanitary sewer service facilities and easements therefor, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be completed, approved and conveyed to the City (or to the applicable governing agency) by Developer within and for each phase or sub-phase of the development of the Property so as to fully service all residential units and lots or in such phase or sub-phase prior to issuance of any building permits for any building and residential dwelling in such phase or sub-phase. Developer may obtain building permits for the construction of model homes and the clubhouse without posting a performance guarantee, but Developer shall not allow occupancy or any other use of any model home or the clubhouse until the City issues a certificate of occupancy for such building.

If Developer commences construction of any model homes or other authorized buildings before the water and sewer systems are completed and dedicated, Developer shall assume the risks of the unavailability of water and/or sanitary sewer service to serve the homes and/or other structures within the PUD, including without limitation, an unavailable or inadequate water supply for domestic use and/or fire protection, and shall release, indemnify and hold harmless the City, in form and substance reasonably satisfactory to the City Attorney, from and for any claims arising by reason of any such unavailability. No certificate of occupancy for any home or building shall be issued before the water and sewer systems are constructed, inspected, and approved by the City.
6. **Storm Water Drainage System.** Developer, at its sole expense, agrees to design, engineer, construct and maintain the storm water drainage system throughout the PUD Development, in accordance with all PUD Documents, any and all Final Development Plan approvals and engineering approvals, and all applicable City, Macomb County, Oakland County standards with respect to matters affecting the Red Run Drain, and State ordinances, laws and regulations. Developer shall design, construct and maintain the storm water drainage system to ensure that storm water is released in a manner which is not detrimental to the wetlands, watercourses, drainage courses, watershed, wildlife and other environmental features in the surrounding areas. All temporary and permanent storm water management, components, and other improvements, and storm water discharge flows and rates, shall comply with all City, Macomb County and State requirements and approvals for same in terms of final design, engineering, construction and maintenance, and shall be subject to review by the City engineer and approval by the City as part of the Final Development Plans to be submitted. Notwithstanding the foregoing, as provided in the storm water management plan included in the Development Concept Plan, it is agreed that (i) storm water drainage from buildings facing the golf course may drain from the golf course side of the residential units by way of surface and subsurface drains into the 18 hole regulation golf course, and (ii) the Property's storm water runoff need not be retained or detained, but may flow directly into the Red Run Drain, provided such storm water drainage and runoff without detention is approved by the City and/or Macomb County Public Works Office and the Oakland County Water Resources Commission.

The storm water drainage system located within the PUD Development shall be privately owned and maintained by Developer, its successors and assigns, excepting only the discharge location provided at the existing Red Run Drain as shown in the Concept Development Plans or otherwise determined based on the final engineering plans and mutually acceptable to Developer and the City.
It shall be the responsibility and obligation of Developer, or the master community association, of the Verandas Community (Master Community Association") to regularly inspect, maintain and repair such portions of the storm water drainage system using Best Management Practices and to ensure that it continually operates and functions as intended and designed and in compliance with applicable City, County, State, Federal codes, laws and regulations. If Developer or the Master Community Association fails to do so, the City shall have the remedies set forth in Section 17 below. Construction of the storm water drainage system shall be completed and approved, in accordance with this Section 6, for each Community Area (or permitted sub-phase) of the PUD to the extent necessary to fully service such Community Area (or permitted sub-phase) and in compliance with applicable City, County, State, Federal codes, laws and regulations prior to issuance of any certificates of occupancy for any residential dwelling in such phase (or permitted sub-phase).

7. **Density and Land Use.** The permitted types and locations of land uses, permitted accessory uses and structures, amenities, acreage and minimum amount of open space within the Verandas PUD, as a whole, and within each phase of the Verandas PUD shall be as described in the Concept Development Plan. The maximum number of permitted dwelling units for each of the respective residential components of the Verandas PUD shall be as described in the Concept Development Plan; provided, however, Developer may submit and receive Final Approval from the City of plans which increase the number of single family detached homes and reduce other housing types, and/or which increase the number of duet homes and reduce the number of homes in buildings of more than two (2) units. An example of such a change to which the parties agree is shown in Exhibit B. In no event shall the total number of housing units exceed 807. Nor shall there be any increase in the number of homes in buildings of more than two (2) units, or the number of housing units in the Blossom Lane
independent and assisted living building. No fences and no accessory buildings shall be permitted on any residential lots.

8. **Area, Setbacks, Building Height and Other Regulations.**

   (a) Minimum and/or maximum lot/unit sizes, minimum lot/unit widths, building sizes, minimum building setbacks, maximum building heights and other dimensional regulations applicable to Verandas PUD shall be as described in the Concept Development Plan. Final engineering and other matters may impact the configuration and size of lots/units as shown in the Concept Development Plan.

   (b) No sheds or fences shall be permitted in the residential Community Areas, except perimeter screening fences as shown in the Concept Development Plan.

   (c) At the request of Developer, the City will consider proposed changes to the Concept Development Plan and/or Final Development Plan in the manner provided under Section 22.03 of the Zoning Ordinance. Minor changes to the Final Development Plan which do not change the use of land in a manner that is contrary to the Concept Development Plan or this Agreement or substantially change the location, size or configuration of the Community Areas or the landscaping or screening of adjacent uses may be approved by the City Planner administratively. All other substantial changes shall require approval of the City Council.

9. **Accessory Structures and Uses.**

   (a) The recreational structures and uses, site amenities, and other accessory structures and uses on the Property shall include and not be less than those that are depicted and described in the PUD Documents. Unless approved by the City, such structures shall be used only for educational, cultural and recreational activities, (including a clubhouse restaurant) and, where indicated, shall be open to shared use by owners within the various Community Areas and/or by the public. Developer and
assigns will from time to time schedule integrated recreational and/or educational programs available to its residents and to residents of the City of Sterling Heights who qualify for senior citizen services under the City's ordinances and practices.

(b) The owner of the golf courses shall at all times be the owner of the clubhouse, subject to the Master Community Association's ownership of a leasehold or condominium interest or license in part of the clubhouse. Such leasehold or condominium or license interest shall constitute an amenity serving the residents of the Property only.

(c) The golf courses (Par 3 Executive Course and 18 Hole Course, and the golf course portion of the clubhouse shall be open to the public for a fee. Developer may in its discretion reserve certain tee times during which the golf courses will be open only to the residents of the Verandas Community and may provide favorable pricing to them.

10. **Signage and Lighting.** Each Community Area may display one (1) temporary marketing sign and one (1) permanent identification sign. Developer may also install temporary signs identifying the location of models, which shall be removed once a particular Community Area has been fully developed. All signage and lighting on the Property shall comply with the requirements and specifications set forth in the approved PUD Documents, and the Final Development Plans to be submitted and approved pursuant to Article 25 of the City Ordinances.

11. **Completion of Improvements; Financial Assurances.** All on-site and off-site infrastructure improvements of the PUD, including without limitation all roads, the public sanitary sewer service system, the public water service system, the storm water drainage systems, the detention and retention facilities, gas and electric utilities, landscaping, safety paths, walkways, bridges, soil erosion and sedimentation controls, paved passing lanes, entranceways and acceleration and deceleration lanes shall be completely constructed as required and set forth in
the Approved Final Development Plan, and any other approvals or permits granted by the City, and all applicable ordinances, laws, standards and regulations. If Developer proceeds with the development of any Community Area, the Developer shall be obligated to design and completely construct all such infrastructure improvements as provided for in the Final Development Plan for such Community Area. Upon completion, each Community Area or sub-phase, in conjunction with other completed and approved phases, shall be capable of standing on its own in terms of the presence of infrastructure, services, facilities and open space, and shall contain the necessary components to ensure protection of natural resources and the health, safety and welfare of the users of the PUD and the residents of the surrounding area, even in the event one or more other Community Area or subsequent phases are not completed for any reason. All improvements shall be constructed at the sole expense of Developer.

12. Roads, Entranceways, Passing Lanes, and Acceleration and Deceleration Lanes; Model Homes.

(a) Any roads and entranceways in the Verandas PUD and any required bypass lane, acceleration and deceleration lanes serving the PUD shall be designed and constructed to the standards of the City of Sterling Heights Office of Engineering or the Macomb County Department of Roads, whichever jurisdiction is applicable, and all requirements and applicable ordinances of the City. All internal roads within the Verandas PUD shall be private roads. Any portion of the Property on which bypass lanes, acceleration or deceleration lanes and entranceways are constructed shall be conveyed and dedicated to the County of Macomb. The Master Declaration and all Master Deeds pertaining to any Community Areas developed as part of the Verandas PUD, and any recorded maintenance agreements shall cause such improvements to be privately maintained at all times, at the expense of the owners of the respective
Community Areas of the Verandas PUD in such shares as may be set forth in the Master Declaration. All roads, entranceways, acceleration and deceleration lanes, and bypass lanes within or adjacent to each phase, respectively, shall be completed inspected, approved, and accepted by the governing agency prior to issuance of building permits for the construction of any building or structure within such phase, and in all events prior to the issuance of building permits, for the construction of any building or structure other than any water well building to be served thereby or benefit therefrom. However, Developer shall be entitled to furnish a performance guarantee in the form of cash, or an irrevocable letter of credit approved by the City and issued by a banking institution, acceptable to the City, doing business in Macomb County, in an amount equal to one hundred twenty percent (120%) of the estimated cost of construction as specified in a bona fide contract for construction of all such improvements, approved by the City Engineer, together with a performance guarantee agreement with the City, approved by the City Attorney, authorizing the City to, at its option, install the entranceways, roads, acceleration, deceleration and bypass lanes, and perform the paving of the public roadways in question if Developer has failed to do so within the time specified therein. If the performance guarantee is provided, model building permits for buildings and structures within such phase and/or to be served thereby or benefited therefrom shall be issued subject to installation and maintenance of an adequate gravel or asphalt subsurface base for all entranceways and internal roads to provide access for construction traffic, City personnel, emergency and fire fighting equipment and personnel. The aforementioned performance guarantee agreement for completion shall provide that the paving of all such areas shall be completed and approved (except for the final topcoat) prior to issuance of any certificate of occupancy, but in any event within twelve (12) months of issuance of the first building permit for a residential dwelling, or
other building in the phase or to be served thereby; and any purchase agreement or lease agreement for any such residential dwelling, or other building shall provide that a certificate of occupancy will not be issued until the paving improvements have been completed. The aforementioned agreement for completion shall also provide that all entranceways, roadways, acceleration, deceleration and bypass lanes designed to serve, directly or indirectly, any residential unit, or other building shall in all events be top coated prior to issuance of certificates of occupancy for any residential dwelling, retail or commercial building after ninety-five percent (95%) of the certificates of occupancy have been issued for any given residential neighborhood component or mixed use component.

(b) Following Final Development Plan approval and subject to City review and approval of plans and specifications, Developer shall be permitted to construct up to three (3) buildings of model homes in each Community Area and one (1) portable home sales center in each Community Area prior to completion of the roads and water and sewer facilities for an entire phase, provided, however, that (i) access, parking, water and sewer facilities shall be provided to such structures in a manner otherwise deemed acceptable to the City in its sole discretion; (ii) emergency access for emergency personnel and fire fighting equipment and personnel is maintained at all times; (iii) the sales center and model home site improvements and structures are in all other ways in compliance with all applicable PUD Documents and City Ordinances; and (iv) Developer having provided the City with satisfactory assurances as to maintenance and other matters as may be requested by the City. No model home or sales center shall be conveyed to a customer for owner-occupancy until the infrastructure improvements (roads, water and sanitary sewer, storm water improvements) for the relevant phase are entirely completed.
13. **Open Space; Golf Course; Golf Course Water Use; Trees.**

(a) For the purpose of ensuring long-term preservation of open space and natural features within the PUD Development, all open space areas, as depicted and set forth in the PUD Documents, shall be perpetually preserved as open space. The open space shall be subject to various passive or active uses as shown in the Concept Development Plan. However, it is recognized that the legal descriptions of these open space areas may need minor adjustments, provided, however, that the total amount of open space shall not be materially decreased (except for required road rights of way) or the density of the PUD Community increased as the development proceeds through the Final Development Plan and final engineering stages. The precise legal description of the areas shall be finally determined as final engineering plans are approved for each phase or sub-phase. In connection with the Final Site Plan Approval of each Community Area, Developer and the City will enter into a written Open Space Development Agreement consistent with Section 22.03(D)(3) of the City Ordinances describing the open space to be included in the Community Area being granted Final Site Plan Approval (or such provisions may be incorporated into a Declaration for the Master Community of the Verandas Community, which may not be amended or revoked without the City's written approval).

(b) Developer's use of the golf course and clubhouse designated Community Areas shall be limited to a newly designed eighteen (18) hole regulation golf course, a newly designed nine (9) hole executive Par 3 course, and the clubhouse and related recreational amenities. The golf course shall be perpetually reserved as open space for recreational purposes and no buildings shall be erected thereon except as depicted on the Site Plan, including the clubhouse, buildings for the purpose of maintenance of the golf course, irrigation pump houses, restrooms, storm shelter sheds and golf starter
guardhouse. The golf courses significantly expand the open space and recreation areas compared to those of a standard housing development with the density permitted under the current R-80 zoning. The owner of the golf courses will maintain the golf courses and their amenities in accordance with the standards of the Golf Course Superintendents Association. Nothing contained herein shall require Developer to construct a golf course or to continue its operations after it is built, but in no event shall the land shown as golf course" as described and configured in the Final Plans be used for any purpose other than a golf course or as open space. If and so long as the land designated golf course" is not used as a golf course, its owner shall maintain the land in an orderly manner.

(c) The parties acknowledge that the Property is exempt from the City Tree Ordinance under Section 51-38.

14. **Wetlands and Watercourses.** City represents to Developer that it does not have any separate City Ordinance provisions regulating wetlands that would be applicable to the Verandas PUD. However, the foregoing shall not affect the Developer's obligations to comply with applicable State or federal laws and regulations pertaining to same. The Red Run Drain is managed under the authority of the Oakland County Drain Commission.

15. **Entrance Signage, Landscaping and Entrance Improvements.** The entrance signage, landscaping and entranceway improvements shall be installed and maintained substantially in accordance with the Landscape Plan in the Concept Development Plan and the Final Development Plan. The Final Landscape Plan will be submitted and approved with Final Site Plan. All other signage in the PUD Development shall be submitted for approval as part of the Final Development Plan Approval of each Community Area on which it is proposed to be situated. Review and approval by the City of such signage shall involve the size, appearance, location and character of each sign for conformance with applicable ordinances and consistency with the character of the overall Verandas PUD. As part of its submission for Final
Development Plan approval for the first phase of the Verandas PUD, Developer may propose the installation of marketing signs for each phase of the Development and signs indicating the locations of models, and the size, location and duration of such signs shall be subject to reasonable approval of the City Planner.

16. **Emergency Vehicles.** Developer will construct the emergency vehicle access road shown in the Concept Development Plan simultaneously with the development of the Groves Community Area. There shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency or company, a perpetual easement for use by municipal and/or emergency vehicles on, over and across all roads in the PUD for the purposes of ingress and egress to provide, without limitation, fire and police protection, utility services, ambulance or emergency medical services and rescue services and other lawful governmental or private emergency services to the PUD Property and the owners or residents thereof. Developer and any homeowners association established for any Community Area within the PUD shall, at all times, ensure that adequate emergency access to the PUD Development will be continually available to any and all emergency vehicles, equipment and personnel. All of the provisions reflected in this paragraph shall be included in the master deed(s), subdivision restrictions or Development Agreement for any residential neighborhood or independent living, assisted living or other residential development.

17. **Master Association, Condominium Master Deeds and Subdivision Deed Restrictions; City Enforcement.**

   (a) The Developer will record a Declaration of Easements, Covenants Conditions and Restrictions (the "Master Declaration") binding upon all the Community Areas of the Verandas Development. Pursuant to the Declaration, Developer will form a Michigan nonprofit corporation to act as a master community association for the Verandas Development ("Master Community Association"). Each owner of a phase will
have ownership and voting rights in the Master Community Association through its respective homeowner's association. The term "owner of a phase" will include the co-owners of any condominium acting through the homeowners association formed pursuant to the condominium documents of such condominium. The Master Community Association will own and/or manage the components of the PUD Development used in common by the owners of the various Community Areas, including the private roads and private storm sewers and detention ponds, walking paths, private sidewalks, entrance ways and the landscaping and lawns which are a common area of the Verandas PUD and not solely part of the a single phase Verandas Community. The Declaration will include the manner in which each Community Area's share of the costs of the Master Community Association will be determined and will establish the means and remedy by which the Master Community Association shall enforce its rights against any Community areas not in compliance.

(b) Developer shall submit to the City the Declaration and the master deeds for the condominium components of the Verandas PUD and subdivision restrictions for any residential subdivision, which shall be subject to review and approval by the City Planner, City Engineer and City Attorney. The Declaration shall be recorded prior to the issuance of building permits for the first Community Area to be developed.

(c) In all events, as part of the Master Community Declaration and master deed or subdivision restrictions for any Community Area, there shall be provisions obligating Developer, and all other and future successor owners of property within the PUD Property, to maintain, repair and preserve the storm water drainage, detention and retention facilities servicing the Property, the internal private roads constructed on the Property, and all safety paths, walkways, private sidewalks, entranceways, bridges, gates, signs, lighting, water courses, scenic easements, open spaces, common areas
and amenities, signage of entrance way improvements, and common area landscaping on the Property, and such provisions shall further provide that, in the event Developer or successor association or owners at any time fails to carry out the aforementioned responsibilities and obligations pertaining to any such areas, structures, or facilities, the Declaration, the master deeds or subdivision restrictions (as the case may be) shall give the City the right, but not the obligation, to serve written notice upon Developer and/or the Master Community Association, Condominium Association of any Community Area developed as a condominium or subdivision association of any Community Area developed as a subdivision, or successor owners setting forth the deficiencies in maintenance, repairs, and/or preservation, which notice shall also set forth a demand that the deficiencies be cured within a stated time period, and the date, time, and place of hearing before the City Council, or other such board, body or official designated to conduct the hearing; and shall further provide that, upon determination by the City Council, or other such designated board, body or official, that the maintenance, repairs, and/or preservation has/have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repairs, and/or preservation as reasonably found by the City to be appropriate and/or necessary; and that the cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in accordance with the appropriations ordinance adopted by the City Council, shall be paid by Developer and/or the applicable Community Association, Condominium Association or Subdivision Association and/or successor owners, as applicable, and such amount shall constitute liens on the Property and/or units in the applicable affected Community
Area, and shall accrue interest and penalties, and reasonable attorney fees and costs of collection, and shall be collected as, and shall be deemed to be, delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. Notwithstanding anything contained herein to the contrary, the Developer shall not be personally liable for any of the foregoing costs, and, in the event of default, the City shall look solely to its lien rights for recovery. Any claim for such costs imposed upon the owners of the Property shall be allocated among them in proportion to the assessed values of their respective properties/lots/units in the PUD Development. In addition to the foregoing remedies, the City may seek and obtain an injunction or other similar relief against any breach of this Development Agreement or other unlawful conduct by Developer, its successor and assigns.

18. **Credits and Equitable Adjustments Regarding Utility Fees and Charges.**

   (a) Developer has proposed to install a 16" diameter water main from 14 Mile Road and Verandas Boulevard north and east along Verandas Boulevard to Maple Lane Road, even though the minimum City engineering standards would permit installation of (i) a 12" diameter water main along Verandas Boulevard to Maple Lane Road, and (ii) a 16" diameter water main along 14 Mile Road due east from Verandas Boulevard to Maple Lane Road. The City accepts Developer’s proposed upsized water main installation as it makes City maintenance of the water main easier due to the water main not being located in the vicinity of the Red Run Drain or within the flood plain. Therefore, the City agrees to reimburse Developer the sum of Sixty Thousand Two Hundred Forty Eight and 12/100 Dollars ($60,248.12) by check or by a credit against future water bills for the Verandas Community for the additional costs associated with the upsized installation.
(b) City acknowledges that the redevelopment of this 288 acre parcel of property in a manner which includes two public golf courses (a proposed 18 hole regulation golf course and a proposed 9 hole lighted Par 3 executive golf course) is highly advantageous to the City and its residents by offering public recreation opportunities and preserving large areas of green open space. The parties acknowledge that this redevelopment of the Property will require extensive reseeding and watering of the new or reconfigured fairway and green areas, particularly during the initial stages of redevelopment, which is not economically feasible without a temporary equitable sewer usage rate adjustment. In consideration of Developer's commitments set forth in this PUD Agreement, the City agrees to make a one time limited equitable adjustment by suspending application of the sewer usage rates applicable only to that portion of the Verandas sewer charges imposed as a result of watering the golf course fairways, roughs, greens, tees and other grass covered areas (and the necessary filling of ponds used for such irrigation purposes) for the temporary time period between January 1, 2019 and December 31, 2021. This equitable adjustment shall not apply to (i) any water usage charges, (ii) any water meter charges, (iii) any sewer charges related to use, operation, or redevelopment of the Property, including the residential and assisted living uses developed upon it, or the operation of the Verandas clubhouse and banquet facility, or (iv) the small periodic standard fixed sewer charge, except as specifically set forth above.

19. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the PUD Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance
may have been amended, which shall be applicable provided such determination is not inconsistent with the nature and intent of the Concept Development Plan. In the event there is an inconsistency or conflict between the Concept Development Plan Documents and applicable future City ordinances or future amendments to existing City ordinances, the Concept Development Plan and this Development Agreement shall control.

20. **Access to Property.** In all instances in which the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and throughout the period of development and construction of any part of the Verandas PUD, the City, and its contractors and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for purposes of inspecting for compliance with and enforcing the PUD Documents.

21. **Amendments.**
   
   (a) The updated Concept Plan Book contains an amendment to the Concept Development Plan regarding the installation of sidewalks.

   (b) The City and Developer agree that the Concept Development Plan is not based on fully measured and accurate engineering plans and may change in immaterial ways as the Final Plans are approved. If the approved Final Plans vary from the Concept Development Plan, the Final Plans shall govern without further action by the City. Final engineering plans may require changes in the location of buildings and in the configuration of open spaces. Material shortages, engineering and architectural requirements, and market demands may require changes in the specific appearance of buildings but, in all cases, the quality of buildings and materials shall not be materially reduced. Developer may reduce the number of units in any Community Area. As shown by way of example in Exhibit B attached hereto, the Developer may change the plans for
multifamily buildings to substitute single family units. The foregoing may be approved administratively by the City Building Department and Planning Department. In any case where the number of units in a Community Area is increased or where the amount of open space (including the golf course) is materially reduced, the approval of the City Council shall be required.

22. **Duration.**

   (a) This Development Agreement and the conceptual approval given herein shall continue for twelve (12) years from and after the date hereof.

   (b) Upon written request of Developer, this Development Agreement and the conceptual approval given herein may be extended three (3) times for three (3) consecutive periods of three (3) years each unless, in response to a requested extension, the City in writing describes a material change in the circumstances of the City and areas surrounding the Property which makes extension of this Development Agreement and the conceptual approval adverse to the public's health, safety and welfare.

   (c) Each approval of Final Plans for a Community Area or sub-phase shall continue in effect for five (5) years after such approval is given, but shall be renewed at the request of the Developer for additional periods of one (1) year each until this Development Agreement and the approval given herein, as extended, has expired as long as the Verandas Community is being diligently marketed and developed consistent with the then current conditions.

   (d) If Developer commences construction of the development in a Community Area or sub-phase of the Verandas PUD and proceeds diligently to
ompletion thereafter, such Community Area or sub-phase shall be deemed vested and its approval shall not thereafter expire or be withdrawn.

23. **Single Ownership and/or Control of the PUD Property.** Developer has represented, and hereby reasserts and acknowledges to the City that "sole control" of the Property has been and is vested in Developer and that Developer is fully authorized and empowered by any and all other parties having ownership interest or control over the Property, or any portion thereof, to develop the Property in accordance with and pursuant to the PUD Documents, and that Developer is fully authorized and empowered to enter into this Development Agreement and all other agreements, dedications, and recordings applicable to the Verandas PUD as approved by the City. This provision may be relied upon and enforced by the City.

24. **Interpretation.** Developer has negotiated with the City the terms of the PUD Documents, including without limitation this Development Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents has resulted in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements, cost participation and other undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the PUD will be capable of accommodating the development on the Property and the increased service and facility loads caused by the PUD; (ii) protect the natural environment, conserve natural resources, and preserve important historical resources; (iii)
ensure compatibility with adjacent uses of land; (iv) promote use of Property in a socially, environmentally and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Zoning Ordinance, and, and the Zoning Enabling Act, MCL 125.3101 et seq, as amended from time to time. It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, cost participation and other undertakings are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements, cost participation and other undertakings, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

25. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of (i) all contract sellers of and those having an existing ownership interest in the Property or any portion thereof, and (ii) all future heirs, successors, assigns and transferees. The Development Agreement shall be interpreted and construed in accordance with Michigan Law, and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

**THIS AGREEMENT** was executed by the respective parties on the date specified with the notarization with their names.

**WITNESS:**

[Signature]

**MAPLE LANE HOLDINGS LLC, a Michigan limited liability company**

By: [Signature]

Dominic J. Moceri, Manager
STATE OF MICHIGAN   
COUNTY OF   

The foregoing instrument was acknowledged before me this 15th day of November, 2016, by Dominic J. Moceri, Manager of Maple Lane Holdings LLC, a Michigan limited liability company, on behalf of the company.

STATE OF MICHIGAN   
COUNTY OF MACOMB   

The foregoing instrument was acknowledged before me this 15th day of November, 2016, by Michael C. Taylor and Mark Carufel, who are the Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipality.

MEGHAN E. AHEARN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES: 01/20/2020

MEGHAN E. AHEARN  
NOTARY PUBLIC,  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES: 08/24/2020
EXHIBIT A

MAPLE LANE GOLF COURSE

TITLE DESCRIPTION

TITLE COMMITMENT 31426-50

SITUATED IN THE CITY OF STERLING HEIGHTS, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

SECTIONS 34 AND 35, TOWN 2 NORTH, RANGE 12 EAST, THE SOUTH 10.0 ACRES OF THE EAST 40.0 ACRES OF THE NORTHEAST ¼ OF SECTION 34;

ALSO THE SOUTHEAST ¼ OF SECTION 34 EXCEPT: COMMENCING AT THE SOUTH ¼ POST OF SECTION 34; THENCE EAST 514.40 FEET ALONG SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 10 MINUTES EAST 333.30 FEET; THENCE EAST 1307.84 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES WEST 333.30 FEET; THENCE WEST 1315.70 FEET ALONG SOUTH SECTION LINE TO THE POINT OF BEGINNING;

ALSO BEGINNING AT THE WEST ¼ POST OF SECTION 35; THENCE NORTH 1312.20 FEET; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1141.85 FEET; THENCE SOUTH 875.50 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES WEST 133.81 FEET; THENCE SOUTH 110.00 FEET; THENCE SOUTH 63 DEGREES 28 MINUTES EAST 65.81 FEET; THENCE SOUTH 290.60 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES WEST 1066.52 FEET ALONG EAST AND WEST X LINE OF SECTION 35 TO THE POINT OF BEGINNING;

ALSO BEGINNING AT THE WEST ¼ POST OF SECTION 35; THENCE NORTH 1312.20 FEET; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1141.07 FEET ALONG THE SOUTH LINE OF SECTION 34; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST 333.10 FEET (RECORD NORTH 00 DEGREES 49 MINUTES EAST 333.30 FEET); THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST (RECORD WEST 1307.84 FEET); THENCE SOUTH 01 DEGREES 13 MINUTES 13 SECONDS WEST (RECORD SOUTH 02 DEGREES 10 MINUTES WEST) 333.30 FEET TO THE SOUTH LINE OF SECTION 34; THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST 514.09 FEET (RECORD WEST 514.40 FEET) ALONG THE SOUTH LINE OF SECTION 34 TO THE SOUTH QUARTER POST OF SECTION 34, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF MOCERI SPIZIZEN ESTATES SUB'N NO. 2, AS RECORDED IN LIBER 55 OF PLATS, PAGE 19, MACOMB COUNTY RECORDS; THENCE NORTH 02 DEGREES 13 MINUTES 47 SECONDS EAST 2658.43 FEET (RECORD NORTH 01 DEGREES 43 MINUTES EAST 2658.07 FEET) ALONG THE EASTERN LINE OF MOCERI SPIZIZEN ESTATES SUB'N NO. 2 AND THE NORTH AND SOUTH QUARTER LINE OF SECTION 34 TO THE CENTERPOST OF SECTION 34 AND THE SOUTH LINE OF SEVILLE GARDENS SUB, AS RECORDED IN LIBER 56 OF PLATS PAGE 34, MACOMB COUNTY RECORDS; THENCE ALONG THE SOUTH AND EAST LINES OF SEVILLE GARDENS SUB THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 89 DEGREES 35 MINUTES 16 SECONDS EAST 2100.03 FEET (RECORD 2100.72 FEET), NORTH 00 DEGREES 00 MINUTES 24 SECONDS EAST 639.68 FEET (RECORD...
NORTH 00 DEGREES 03 MINUTES 12 SECONDS EAST 639.42 FEET; NORTH 89 DEGREES 25 MINUTES 52 SECONDS EAST 678.41 FEET (RECORD 677.98 FEET); NORTH 00 DEGREES 17 MINUTES 27 SECONDS WEST 672.43 FEET (RECORD NORTH 00 DEGREES 14 MINUTES 42 SECOND WEST 672.55 FEET) AND NORTH 89 DEGREES 19 MINUTES 19 SECONDS EAST 338.37 FEET (RECORD NORTH 89 DEGREES 21 MINUTES EAST 338.23 FEET); THENCE NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST 802.93 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 43 SECONDS EAST 877.69 FEET (RECORD SOUTH 876.50 FEET); THENCE SOUTH 89 DEGREES 09 MINUTES 16 SECONDS WEST 133.90 FEET (RECORD SOUTH 89 DEGREES 25 MINUTES WEST 133.81 FEET); THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST (RECORD SOUTH 110.00 FEET; THENCE SOUTH 63 DEGREES 43 MINUTES 41 SECONDS EAST (RECORD SOUTH 63 DEGREES 28 MINUTES EAST) 65.81 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 291.47 FEET (RECORD SOUTH 290.60 FEET); THENCE NORTH 89 DEGREES 12 MINUTES 18 SECONDS EAST 289.32 FEET TO THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 00 DEGREES 13 MINUTES 43 SECONDS EAST 2077.03 FEET ALONG THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 89 DEGREES 09 MINUTES 43 SECONDS WEST 37.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 375.00 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 43 SECONDS EAST 37.00 FEET TO THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 180.00 FEET ALONG THE CENTERLINE OF MAPLE LANE DRIVE TO THE INTERSECTION OF THE CENTERLINE OF MAPLE LANE DRIVE AND THE SOUTH LINE OF SECTION 35; THENCE SOUTH 89 DEGREES 21 MINUTES 03 SECONDS WEST 1318.27 FEET ALONG THE SOUTH LINE OF SECTION 35 TO THE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST 1285.27 FEET ALONG THE SOUTH LINE OF SECTION 35; THENCE NORTH 1 DEGREES 04 MINUTES 17 SECONDS WEST 33.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 14 MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 21 MINUTES 03 SECONDS WEST 243.59 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF 14 MILE ROAD; THENCE NORTH 46 DEGREES 44 MINUTES 50 SECONDS EAST 4.43 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST 215.64 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 30 SECONDS EAST 34.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAPLE LANE DRIVE; THENCE SOUTH 1 DEGREES 04 MINUTES 17 SECONDS EAST 26.81 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF MAPLE LANE DRIVE TO THE POINT OF BEGINNING.

CONTAINING 2.88.18 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.
AGENDA STATEMENT

**Item Title:** To consider a request by Stevenson Touchdown Club, Inc., d/b/a Titan Touchdown Club, for recognition as a local nonprofit organization for the purpose of obtaining a State of Michigan charitable gaming license.

**Submitted By:** Office of the City Clerk

**Contact Person/Telephone:** Melanie D. Ryska, City Clerk – 586.446.2421

**Administration Approvals:**
- MR City Clerk
- JV Finance & Budget Director
- MK City Attorney
- MV City Manager

**Executive Summary**

Stevenson Touchdown Club, Inc., d/b/a Titan Touchdown Club (Applicant) is an IRC 501(c)(3) nonprofit organization seeking to obtain a charitable gaming license through the State of Michigan. A charitable gaming license will allow Applicant to hold a series of raffles at fundraising events. Applicant's stated purpose is to financial support the high school football program by providing services, facilities, and equipment which are not otherwise provided by the school district.

In order to obtain a charitable gaming license to perform fundraising activities, the Charitable Gaming Division of the State of Michigan requires a resolution adopted by a local governing body recognizing the Applicant as a “local nonprofit group operating in the community.” The attached resolution, if adopted, will recognize Applicant as a local nonprofit group operating in the community.

Included with the agenda statement backup are Applicant's Qualification Information, By-laws, Articles of Incorporation, IRS notification of IRC 501(c)(3) status, financial documents, and other pertinent information.

**Suggested Action:**

Resolved, that the request from Stevenson Touchdown Club, Inc., d/b/a Titan Touchdown Club, of Sterling Heights, County of Macomb, asking that they be recognized as a local nonprofit organization for the purpose of obtaining a State of Michigan charitable gaming license be considered for approval; provided, however, that this action is not an endorsement of the organization and the City of Sterling Heights should not be listed on any promotional materials associated with their charitable gaming activities.
QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

Please allow 8 weeks for the qualification process.

1. ORGANIZATION INFORMATION

Organization Name
Stevenson Touchdown Club, Inc.

Organization Physical Street Address
39701 Dodge Park Rd.

City
Sterling Heights

State
MI

Zip Code
48313

County
Macomb

Organization Mailing Address

City

State

Zip Code

County

Organization Telephone Number
586-917-0115

2. ORGANIZATION PURPOSE

To support the high school football program at Adlai E. Stevenson High School by promotingparent/student involvement, providing services, facilities, and equipment which are not provided by the school.

3. LICENSE APPLICATION

Enclosed is a completed application and fee for a □ Bingo □ Raffle □ Charity Game Ticket license

Make checks payable to STATE OF MICHIGAN.

4. AUTHORIZED CONTACT PERSON

First Name
Vickie

Last Name
Imms

Position/Role with Organization
President

Mailing Address

City

State

Zip Code

Telephone Number (Day)

Telephone Number (Evening)

By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.

Authorized Contact Person Signature

Print Authorized Contact Name and Title

Vickie Imms

5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.
**RAFFLE LICENSE APPLICATION**

**PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.**

<table>
<thead>
<tr>
<th>1. Organization Name</th>
<th>2. Organization ID Number or Last License Number Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stevenson Touchdown Club, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Organization Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>39701 Dodge Park Rd.</td>
<td>Sterling Heights</td>
<td>MI</td>
<td>48313</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>39701 Dodge Park Rd.</td>
<td>Sterling Heights</td>
<td>MI</td>
<td>48313</td>
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</table>

<table>
<thead>
<tr>
<th>4. Has your organization ever received a license such as bingo, raffle or charity games ticket?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes - Complete application and submit with the appropriate fee.</td>
</tr>
<tr>
<td>☑ No - You must submit the documentation requested on the Qualification Requirements sheet and become qualified before any licenses can be issued. The Qualification Requirements sheet can be obtained from our website at <a href="http://www.michigan.gov/cg">www.michigan.gov/cg</a> or by calling our office at (517) 335-5780.</td>
</tr>
</tbody>
</table>

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<tr>
<th>5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 369 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes ☑ No</td>
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<thead>
<tr>
<th>6. Has your organization received contributions or made expenditures of $500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes ☑ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer: NOTE: Executive director signature not acceptable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Principal Officer</td>
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<tr>
<td>Title</td>
</tr>
<tr>
<td>Signature of Principal Officer</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>Vice President or Equivalent</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Signature of Vice President or Equivalent</td>
</tr>
<tr>
<td>Other Officer</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Signature of Other Officer</td>
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</tbody>
</table>

By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I CERTIFY that ALL chairpersons associated with this raffle will read and understand the duties and responsibilities of a Raffle Chairperson as described in the Raffle Guide and Raffle Rules before performing any duties as a chairperson. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.

**COMPLETE THE ENTIRE APPLICATION AND MAKE A COPY FOR YOUR RECORDS**
Please fill out the application for the following details:

- **Contact Person:** Maurice Winsfield
- **Raffle Location:** (Runkel Field)
- **Street Address:** 39701 Dodge Park Dr.
- **City:** Sterling Heights
- **State:** MI
- **ZIP Code:** 48313
- **County:** Macomb
- **Telephone Numbers:**
  - Day:
  - Evening:

**9. Raffle Chairperson Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maurice W.</td>
<td>39701 Dodge Park Dr.</td>
<td>Sterling Heights</td>
<td>MI</td>
<td>48313</td>
</tr>
</tbody>
</table>

**10. List name, home address, and telephone numbers of the raffle chairperson(s). Must be a member for 6 months. If your organization does not have general membership, chairperson must be a board member for 6 months. Playing card progressive raffles require at least 2 chairpersons.**

Attach additional list if necessary.

**Raffle Chairperson Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Street, City, State, ZIP Code</th>
<th>Day</th>
<th>Evening</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maurice W.</td>
<td>39701 Dodge Park Dr. Sterl</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**11. Dates when total value of all prizes awarded in one day is $500 or LESS.**

- **Drawing Date(s) and Time(s):**
  - 4/21/19 7:00 pm to 9:00 pm
  - 10/11/19 7:00 pm to 9:00 pm
  - 6/5/19 7:00 pm to 9:00 pm

**12. License Fee**

- **Small Raffle Drawings:**
  - $15 for 1, 2, or 3 dates plus $5 for each additional drawing date.
  - Large Raffle Drawings: $50 for each drawing date.
  - a. 1, 2, or 3 small drawing dates
  - b. Additional small drawing dates: 0 x $5 = $0.00
  - c. Large drawing dates: 4 x $50 = $200.00

**13. If you are conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the event, there is no need to complete the raffle ticket below.**

**14. If you are preselling tickets before the event, complete the boxes below in ink; ensure the ticket is printed with all of the required items according to Raffle Rule 506.**

- **Indicate any additional information that will appear on the actual tickets:**

**RAFFLE**

**Ticket Information**

- **Name of Licensee**
- **Purchaser's Name**
- **Purchaser's Address**
- **Purchaser's Phone #**

**Ticket Price**

**Raffle Location**

* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of $500 (Indicate dollar amount) awarded."

**Make checks payable to: STATE OF MICHIGAN**

Submit completed application, supporting documents, and license fee to:
Charitable Gaming Division, Box 30023, Lansing, MI 48909

**OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933**
15. If you will be using an Electronic Management System, provide the following information:

- **Supplier Name**
- **Supplier License Number**
- Submit a sample of the raffle ticket that will be used. Raffle tickets must contain all information shown on the right.

**NOTE:** The licensee must appear as the sole sponsor of the raffle. No other business or group name may appear on the raffle ticket as a sponsor.

### RAFFLE

- **Name of Licensee**
- **Ticket Number(s)**
- **Drawing Date**
- **Drawing Time**
- **Raffle Location**
- **Top Prize to be Awarded**
- **Where Winning Numbers will be Publicly Posted**
- **Ticket Price**
- **License Number**
  
  *(to be added when issued)*

16. **Approved Methods:** If you will be using an alternative method that has been approved through a bureau directive, you must ensure the raffle complies with the directive. 

17. **Request Approval:** If you intend to use an alternative method that has not been approved through a bureau directive, you must submit a detailed description of the proposed raffle with the application. Please explain how the raffle will be conducted including the random selection method that will be used, how a tie will be handled (if applicable), and your record keeping procedures. *(NOTE: THE BUREAU DOES NOT APPROVE GAMES OF SKILL)*

### ADDITIONAL DRAWING

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### ADDITIONAL DRAWING DATES WHEN PRIZES AWARDED ARE MORE THAN $500

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>9/13/19</td>
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<tr>
<td>10/12/19</td>
<td></td>
</tr>
</tbody>
</table>

**Mailed on 3/19/19**

- **$245.00**

**License of**
ARTICLE I

Purpose, Principle offices and Fiscal Year

Section 1. NAME:
The name of the Organization is the Stevenson Touchdown Club, Inc., dba Titan Touchdown Club.

Section 2. PURPOSE:
The Organization is organized exclusively to promote parent/student involvement; coordinate all supporting activities, including feeder programs; encourage attendance at football-related functions; provide services, facilities and equipment which are not provided by the school; ensure recognition for the football program and its athletes and increase the enjoyment of the fans at all football activities at Adlai E. Stevenson High School. Additionally, conduct related activities which qualify this Organization for exemption from taxation under Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or hereafter amended, and to expand or apply the assets of the Organization for such purposes.

Section 3. LEGAL ORGANIZATION:
The club operates within the definition of United States Internal Revenue Code Section 501 (c)(3) as in a determination letter issued April 2018, Tax ID # 82-5060646 and is registered as a Michigan Nonprofit Corporation.

Section 4. FISCAL YEAR:
The fiscal year of the Titan Touchdown Club shall begin on July 1st unless otherwise determined by the Board of Directors.

ARTICLE II

Membership

Section 1. VOTING MEMBERSHIP:
A voting membership entitles each parent or guardian of all current football players to one (1) vote on those matters which members shall be called upon to vote, to hold office and all other rights and responsibilities of membership in the Titan Touchdown Club.

Section 2. GENERAL MEMBERSHIP:
Membership of the organization shall not be limited. Parents/guardians of pupils in the Football Program are automatically considered members. Alumni, businesses and members of the community interested in the progress and development of the football program at Stevenson High School who agree to abide by the bylaws of the organization. The Titan Touchdown Club is a service organization and members are encouraged to volunteer time in both fundraising and football support activities. There shall be no dues.
Section 3. GOVERNING BODY.

The affairs of the organization shall be managed and directed by the Executive Board. Officers shall be elected for a term of two years. The Executive Board shall consist of the following officers:

Head Football Coach (Ex-officio)
President
Vice President
Secretary
Treasurer
Co-Treasurer
Member at Large
Member at Large

ARTICLE III
Executive Board Officers

Section 1. EXECUTIVE BOARD

- The Executive Board shall be composed of the officers of the organization. Officers shall serve without compensation for their service. The Head Coach shall serve as an Ex-Officio member.
- The Executive Board shall have general supervision of the affairs of the organization.
- The Executive Board shall meet at the discretion of the President.
- In the event a vacancy occurs on the Executive Board within the fiscal year, the other members of the Executive Board will appoint a member to serve in that capacity to complete the fiscal year.
- A majority of the members of the Executive Board shall constitute a quorum.
- Shall approve goals and budget targets annually;
- Shall review monthly financial reports, annual budget and monthly financial statements issued by the bank utilized to manage the funds of the Organization
- The Executive Board shall approve the expenditure of all general funds up to $7,000 per request. Any expenditure of the general funds above $7,000 shall require an advance approval vote by the Executive Board and then be presented at a General Membership meeting for approval.

Section 2. ELECTIONS

- Nominations accepted up to and including the January General Membership meeting for each available Executive Board position. A member may only run for one office per election.
All members are eligible to nominate another member for an office. Nominations may be submitted to the Executive Board, usually at the January General Membership meeting. The Head Coach maintains the exclusive right to veto any nomination for an officer position.

To be eligible for office, a nominee must accept, either verbally or in writing, the nomination prior to the closing of the nomination period.

The elected Executive Board members must have a child enrolled in the football program for the term of office. If the child leaves the program, the officer may complete the term of office for that fiscal year.

The date of the election shall coincide with the date of a General Membership meeting, usually in January. New officers are expected to attend Executive Board and General Membership meetings following their election to shadow the current officer. Outgoing officers are encouraged to be available for consultation by the current board for the following year.

If a nominee is unopposed at the closing nominations, an election for that office is waived and the nominee will become the officer-elect.

The election of officers shall be made a plurality vote of those present at the General Membership meeting.

A majority vote of the members shall constitute an election.

Should an Executive Board position be vacated early, nominations and a special election shall be held prior to the end of the school year to fill the second term.

After nominations are closed, each candidate may speak or allow another member to do so on their behalf. The candidates shall be excused while a vote is taken by a show of hands. A majority vote is required for election.

Section 3. INSTALLATION
In the inaugural year of the Titan Touchdown Club, Executive Board Officers shall be appointed by the Head Coach and approved at a General Membership meeting with a 51% vote.

Section 4. RESIGNATION
Any officer may resign at any time in writing to the President, Vice President or Secretary on the Executive Board, unless otherwise requested. The resignation shall be effective when tendered.

Section 5. REMOVAL
Any officer may be removed upon recommendation from the Executive Board or by a majority vote at a General Membership meeting.

Section 6. REPLACEMENTS
The Head Coach shall appoint, with the approval of the Executive Board, individuals to complete vacant or unexpired terms of office.
Section 7. TERMS OF OFFICE
The term of office for all Board members shall be two (2) years beginning in January and ending in December to coincide with the fiscal year. An exception to the inaugural year of the Titan Touchdown Club shall be the officers will serve for 18 months ending in December of the second year.

Section 8. NUMBER AND RESPONSIBILITIES
The officers of the Executive Board shall be as follows:

A. Head Coach (Ex-Officio)
   Shall direct the priorities of the organization to ensure it is functioning in the best interest of the Stevenson High School Football Program. If requested, shall be provided a debit card, linked to the Titan Touchdown Club bank account, to be used for purchasing items in support of the organization. The Head Coach shall provide the Treasurer a valid itemized receipt that clearly shows the purchased item(s), amount, and date of purchase within seven (7) business days of each purchase. The Head Coach may direct an Executive Board member, to make purchases on behalf of the organization. Shall be permitted to make purchases on behalf of the organization. To receive reimbursement, purchases must have a valid itemized receipt that clearly shows the purchased item(s), amount, and date of purchase that is provided to the Treasurer within seven business days.

B. President
   The President shall have general supervision and management of all current affairs of this Organization; He/she shall preside at all meetings of the Organization, or designate a representative from the Executive Board to preside on their behalf. Shall set and regulate the agenda for each meeting of the organization and provide an agenda to the General Membership at meetings. He/she shall report on any matters that may be of importance to this Organization. He/she shall carry out the decisions of the Executive Board and shall appoint any special committee not otherwise provided for herein. He/she shall serve as an ex officio member of all committees. Shall ensure that the organization complies with all State and Federal regulations to the operation of the organization and maintain and be responsible for corporation papers such as the original 501 (c)(3) IRS determination letter, State of Michigan non-profit incorporation registration, insurance and bonding policies, and these bylaws. Shall be permitted, or direct other members of the organization, to make purchases on behalf of the organization following the direction of the Head Coach. To receive reimbursement, purchases must have a valid itemized receipt that clearly shows the purchased item(s), amount, and date of purchase that is provided to the Treasurer within seven business days.
C. **Vice President**

The Vice President shall perform the duties of the President in his/her absence and shall undertake any duties assigned by the President and the Executive Board. Shall be the leader of the Audit Team and direct, at a minimum, one Audit Team: In addition to the Vice President, the audit team shall also consist of the President and Treasurer, and if appointed, the Co-Treasurer. The Vice President may also invite a non-Executive Board member, provided they are not related to any other Audit Team member, to participate in any audits. Audits are to include the reconciliation of financial accounts and selecting a sample of cash receipt/disbursement transactions to verify procedures are being followed. The result of the audit is to be documented with a report to the Executive Board that includes any procedures not being followed and/or any other recommendations.

C. **Secretary**

Shall record, report and maintain minutes of all meetings of the General Membership and Executive Board. Shall coordinate all correspondence and provide direction to Standing or special committees including agenda items. Shall appoint an assistant who will assume all secretarial duties in their absence.

E. **Treasurer**

- Shall be responsible to maintain the ledger of all transactions of the organization.
- Shall document the organization's income and expenses
- Shall actively monitor the organization’s bank and online financial institution accounts to help quickly identify any questionable or fraudulent activity
- Make regular reports to the Executive Board and General Membership regarding the organization’s bank account balance(s), income, and expenses.
- The Executive Board approved third party shall provide to the State of Michigan and Internal Revenue Service all necessary reports at the end of each fiscal year.
- Shall be responsible to ensure all funds due the organization are received and deposited in a timely manner in a local bank account that is legally owned by the Stevenson Touchdown Club Inc., dba Titan Touchdown Club.
• All checks and money orders received shall be immediately restrictively endorsed to the Titan Touchdown Club. A restrictive endorsement does not allow further transfer of a check. It will read “For Deposit Only”, the bank name, and account number.

• Deposit slips shall be reconciled to receipts on a monthly basis.

• The Treasurer and Co-Treasurer shall be the legal signees for the organization’s checks and share access to the organization’s online financial institutions that are used to pay the financial obligations.

• The Treasurer or Co-Treasurer may reimburse expenses to members of the organization made on behalf of the organization provided the purchases were in support of the organization and with the guidance of either the Head Coach and/or another Executive Board Member. A valid itemized receipt is presented within seven business days that clearly shows the purchased item(s), amount, and date of purchase.

• Checks shall be written in numerical order (voids shall be kept to account for sequence of checks).

• It is not permissible to sign a blank check.

• The Treasurer may, as necessary, provide the Head Coach and/or a General Member with a “pre-paid debit or gift card” (card) after receiving a written request by same, which includes the purpose, usage, and an estimated amount of funds needed to sufficiently support the organization’s Purpose and Mission. Purchases must have a valid itemized receipt that clearly shows the purchased item(s), amount, and date of purchase that is provided to the Treasurer. Itemized receipts must be submitted within seven (7) business days following each use of the card. The card must be surrendered/returned to the Treasurer within seven (7) business days following its use. Should there be remaining funds available on the card, the Treasurer, with input from the Executive Board as needed, will be responsible for deciding how those funds will be returned to the General Fund, including the flexibility to determine if remaining funds should/can be used to pay and/or reimburse another expense, until all funds placed on the card are extinguished. Each issuance of a card is intended to serve a sole function and/or event and cannot be reloaded without Executive Board approval by an affirmative vote of 3 or more members.

• Shall be responsible to ensure all payments due from the organization to external vendors are processed in a timely manner.
STEVENSON TOUCHDOWN CLUB, INC
dba TITAN TOUCHDOWN CLUB
CONSTITUTION AND BYLAWS

• Bank accounts shall be reconciled at the end of each statement period (usually monthly). All expenses, whether paid by check or an electronic/on-line method, must have a receipt that is printed and included in a paper file that shall be maintained by the Treasurer for audit purposes. All discrepancies shall be immediately investigated and records shall be adjusted accordingly.

• Shall turn all records over to a newly elected Treasurer or to the President if vacating office before term expiration. Records should be kept for a period of 7 years for audit purposes.

• Shall also perform other duties as assigned by the Executive Board or the President.

• Shall be permitted to make purchases on behalf of the organization following the direction of the Head Coach. To receive reimbursement, purchases must have a valid itemized receipt that clearly shows the purchased item(s), amount, and date of purchase.

• Should either the Treasurer or Co-Treasurer be unable to fulfill their duties as officers, another Executive Board member shall be added as a legal signee for checks and be given access to the organization’s online financial institutions for the purpose of ensuring the Club’s financial obligations are being met.

F. Co-Treasurer
The Co-Treasurer shall perform the duties of the Treasurer in his/her absence and shall undertake any duties assigned by the President or the Executive Board.

G. (2) Member at Large Positions
Serves as a member of the Executive Board. Attends all Executive Board meetings. Attends all General Membership meetings of the organization. Shares ideas, guidance, and expertise with the Executive Committee.

ARTICLE IV
Meetings

Section 1. EXECUTIVE BOARD MEETINGS
Shall be held prior to, subsequent to or concurrent with General Membership meetings. Special meetings may be called by the President, or at request of the Head Football Coach.
Section 2. GENERAL MEETINGS
General meetings shall be held each month at a place and time to be determined.

Section 3. SPECIAL MEETINGS
Special meetings may be called by the Executive Board with one week's notification for the members. Said notification may be given orally, electronically or by written notification.

Section 4. QUORUM
A quorum of no less than three (3) officers, one of which must be President or Vice President, and five (5) regular members must be present for any General Membership meeting to be called to order.

Section 5. PRESIDING AND RECORDING OFFICERS
In the event of the absence of the President and the Vice President, the Executive Board shall elect a temporary presiding Chairman. In the event of the absence of the Secretary, the presiding Chairman shall appoint a temporary recording officer.

ARTICLE V
Executive Board and Standing Committees

Section 1. EXECUTIVE BOARD
Executive Board shall be responsible for prioritizing proposed projects, recommending policies and presenting budget proposals to the General Membership.

Section 2. COMMITTEES
Committees are created and disbanded on an as-needed basis under the direction of the Executive Board. Each committee will have a Chairperson and, if necessary, one or more members.

ARTICLE VI
By-Laws

Section 1. BY-LAWS
The By-Laws of the Titan Touchdown Club may be exclusively amended by a majority vote of the General Membership in attendance at a duly announced meeting, providing the following conditions have been met:
A. Notice of the proposed amendment(s) is given to the President or the Secretary of the Board, thereby constituting notice to the Executive Board at least two (2) weeks prior to the meeting at which the intended vote is to be taken. Said notice shall contain the existing article to be modified, the proposed modifications and the meeting details at which the vote is to be taken.

ARTICLE VII
Grievances

Section 1. GRIEVANCES
Grievances concerning Committee member’s activities shall be directed to the Executive Board. The Executive Board shall act as arbitrator and shall call a meeting of the involved parties to seek a solution.

Section 2. FOLLOW-UP
In the event that the griever is not satisfied by the results of said arbitration meeting, the next step will be to file formal charges, in writing with the Executive Board. The President shall be the recipient of such charges, call a Board meeting, to act as a grievance committee, or he shall appoint a grievance committee and chairman for such meeting. The meeting shall be called within 7 days following of an officially scheduled Executive Board meeting after receipt of such charges. In the event the President is a party to a grievance, the Vice President shall act in the same manner as stated above.

ARTICLE VIII
Interpretation, Conflicts and Dissolution

Section 1. INTERPRETATION
In the event there shall be two interpretations of any part of these By-Laws, one that would be illegal or invalid, and another, which would be legal or valid, then the interpretation, which would be legal or valid, shall be used. In any legitimate controversy to the interpretation of any part of these By-Laws, the decision of the Executive Board to the proper interpretation of those parts in controversy shall be final and binding.

Section 2. CONFLICTS
In the event that any part of these By-Laws shall conflict with other parts of these By-Laws, then the conflicting provision containing the strictest provision shall be valid, in the event that part of these By-Laws shall conflict with the purposes of the Organization, then the conflict shall be resolved in favor of the interpretation carrying forth the purposes of the Organization. In the event that any part of these By-Laws might disqualify the Organization from maintaining the status as an organization described in Section 501(c)(3) of the Internal Revenue Code, then such part shall be null, void and of no force and effect to the extent necessary, so that the Organization will be an organization described in Section 501(c)(3).
Section 3. DISSOLUTION
If at any time the need to disband and dissolve the Titan Touchdown Club arises, the Head Coach and Executive Board shall meet and formally dissolve the organization. At the time of the dissolution any and all assets of the Titan Football Club shall become the property of Utica Community Schools for the use of the Stevenson High School Football program. Should there be a dissolution, the executive board will have 30 days from the date of that decision to reconcile and turn over all bank account information, documentation kept and recorded by the board and any and all information related to Titan Touchdown Club to the Head Football Coach and Principal of Stevenson High School.

I certify that I am the ex-officio of the Titan Touchdown Club and these Bylaws constitute the organization's Bylaws. The Bylaws were revised at a meeting of the Executive Board held on April 17, 2019.

Ex-officio of Titan Touchdown Club Signature: ____________________________

Dated: __4/17/19__
ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**
The name of the corporation is:

STEVENSON TOUCHDOWN CLUB, INC.

**ARTICLE II**
The purpose or purposes for which the corporation is formed are:
The purpose of the organization is to support the student athletes, parents, staff, and coaches of the Stevenson Touchdown Team by recruiting volunteers, raising funds, and conducting volunteers.

**ARTICLE III**
The Corporation is formed upon [Non Stock] basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

Fundraising

The Corporation is formed on a [Membership] basis.

**ARTICLE IV**
The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JUSTIN NEWCOMB
2. Street Address: 46658 OAK POINT
   Apt/Suite/Other: 1
   City: MACOMB
   State: MI
   Zip Code: 48042

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 3554 W. ORANGE COUNTRY CLUB DR.
   Apt/Suite/Other: 46658 OAK POINT
   City: MACOMB
   State: MI
   Zip Code: 48042
**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Residence or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUSTIN NEWCOMB</td>
<td>46658 OAK POINT MACOMB, MI 48042 USA</td>
</tr>
</tbody>
</table>

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

**PLEASE ADD THE FOLLOWING LANGUAGE AS ADDITIONAL ARTICLE VI**

**THIS ORGANIZATION IS ORGANIZED AND OPERATED EXCLUSIVELY FOR CHARITABLE AND EDUCATIONAL PURPOSES WITHIN THE MEANING OF 501(C)(3) OF THE INTERNAL REVENUE CODE.**

**UPON DISSOLUTION OF THIS ORGANIZATION, ITS ASSETS SHALL BE DISPOSED OF EXCLUSIVELY FOR THE PURPOSES OF THE CORPORATION OR DISTRIBUTED TO SUCH ORGANIZATIONS ORGANIZED AND OPERATED EXCLUSIVELY FOR CHARITABLE PURPOSES WHICH SHALL, AT THE TIME, QUALIFY AS EXEMPT ORGANIZATION UNDER SECTION 501(C)(3), OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE.**

**NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTED TO ANY DIRECTOR, EMPLOYEE OR OTHER INDIVIDUAL, PARTNERSHIP, ESTATE, TRUST OR CORPORATION HAVING A PERSONAL OR PRIVATE INTEREST IN THE CORPORATION.**

**COMPENSATION FOR SERVICES ACTUALLY RENDERED AND REIMBURSEMENT FOR EXPENSES ACTUALLY INCURRED IN ATTENDING TO THE AFFAIRS OF THIS ORGANIZATION SHALL BE LIMITED TO REASONABLE AMOUNTS.**

**NO SUBSTANTIAL AMOUNT OF THE ACTIVITIES OF THE ORGANIZATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION AND THIS ORGANIZATION SHALL NOT INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTING OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE.**

Signed this 29th Day of March, 2018 by the incorporator(s).

<table>
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<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if “Other” was selected</th>
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<tbody>
<tr>
<td>Justin Newcomb</td>
<td>Incorporator</td>
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By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

- [ ] Decline  - [ ] Accept
Form 990-N
Department of the Treasury
Internal Revenue Service

Electronic Notice (e-Postcard)

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

For Tax-Exempt Organization not Required to File Form 990 or 990-EZ

A For the 2017 Calendar year, or tax year beginning 2017-05-01 and ending 2018-04-30

B Check if available
☐ Terminated for Business
✓ Gross receipts are normally $50,000 or less

C Name of Organization: PARENT BOOSTER USA INC
39701 Dodge Park Rd,
Sterling Heights, MI, US,
48313

D Employee Identification Number: 82-5000646

E Website:

F Name of Principal Officer: Justin Newcomb
39701 Dodge Park Rd,
Sterling Heights, MI, US,
48313

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us this information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.
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</tr>
<tr>
<td>Apparel Sales Profit (Team Sports)</td>
<td>660.00</td>
<td>-</td>
<td>660.00</td>
<td>√</td>
</tr>
<tr>
<td>Uniform Expenses</td>
<td>368.00</td>
<td>5,955.00</td>
<td>(5,587.00)</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td>13,301.99</td>
<td>(13,301.99)</td>
<td></td>
</tr>
<tr>
<td>Misc. Expenses</td>
<td></td>
<td>2,456.00</td>
<td>(2,456.00)</td>
<td></td>
</tr>
<tr>
<td>Bank Fees</td>
<td>0.80</td>
<td>50.35</td>
<td>(49.55)</td>
<td></td>
</tr>
<tr>
<td>Admin supplies</td>
<td>159.32</td>
<td>(159.32)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training/Coaches</td>
<td>6,435.80</td>
<td>(6,435.80)</td>
<td></td>
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</tr>
<tr>
<td>BUDGETED ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AVAILABLE FUNDS</td>
<td></td>
<td></td>
<td></td>
<td>4,960.12</td>
</tr>
</tbody>
</table>
### Uniform Expenses

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/28/2018</td>
<td>Team Sports (jerseys)</td>
<td>5,530.00</td>
</tr>
<tr>
<td>9/19/2018</td>
<td>Team Sports (socks)</td>
<td>300.00</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>Purple socks for all teams</td>
<td>125.00</td>
</tr>
<tr>
<td>3/19/2019</td>
<td>3 senior jerseys (payment)</td>
<td>(276.00)</td>
</tr>
<tr>
<td>3/12/2019</td>
<td>senior jersey (payment)</td>
<td>(92.00)</td>
</tr>
</tbody>
</table>

**Total: $5,587.00**

### Equipment Expenses

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/28/2018</td>
<td>Hudl Plus</td>
<td>1,272.00</td>
</tr>
<tr>
<td>8/28/2018</td>
<td>Coach Comm-Headsets</td>
<td>5,579.99</td>
</tr>
<tr>
<td>9/17/2018</td>
<td>End zone camera</td>
<td>6,450.00</td>
</tr>
</tbody>
</table>

**Total: $13,301.99**

### Misc Expenses

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8/2018</td>
<td>Champine Funeral (Jimmy Johns)</td>
<td>73.01</td>
</tr>
<tr>
<td>8/17/2018</td>
<td>Wix - Website</td>
<td>264.00</td>
</tr>
<tr>
<td>9/5/2018</td>
<td>Glow Sticks-Neon theme game</td>
<td>70.99</td>
</tr>
<tr>
<td>9/14/2018</td>
<td>Subway for Varsity pre-game dinner</td>
<td>130.00</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>Footballs for senior parents</td>
<td>120.00</td>
</tr>
<tr>
<td>9/30/2018</td>
<td>Pizza for senior night</td>
<td>130.00</td>
</tr>
<tr>
<td>10/25/2018</td>
<td>Parent Boosters USA - membership renewal</td>
<td>270.00</td>
</tr>
<tr>
<td>11/19/2018</td>
<td>Food for 8th grade meeting</td>
<td>352.00</td>
</tr>
<tr>
<td>1/14/2019</td>
<td>BWB gift card for Platoon challenge winner</td>
<td>250.00</td>
</tr>
<tr>
<td>2/25/2019</td>
<td>J.Newcomb (reimb for PBUSA start-up)</td>
<td>551.00</td>
</tr>
<tr>
<td>3/4/2019</td>
<td>State of MI - raffle lic fee</td>
<td>245.00</td>
</tr>
</tbody>
</table>

**Total: $2,456.00**

### Bank Fees

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/29/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>7/31/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>8/16/2018</td>
<td>Bank overdeposit of .80 (Boyce check)</td>
<td>(0.80)</td>
</tr>
<tr>
<td>8/31/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>8/31/2018</td>
<td>Deposits over 5,000</td>
<td>29.55</td>
</tr>
<tr>
<td>9/21/2018</td>
<td>Bank corrected their error</td>
<td>0.80</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>10/31/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>11/30/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>12/31/2018</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>1/31/2019</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>2/28/2019</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
<tr>
<td>3/29/2019</td>
<td>Paper Statements</td>
<td>2.00</td>
</tr>
</tbody>
</table>

**Total: $49.55**

### Admin Expenses

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/18/2018</td>
<td>Check order &amp; admin supplies</td>
<td>89.85</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>Stamps &amp; cash receipt book</td>
<td>14.02</td>
</tr>
<tr>
<td>12/17/2018</td>
<td>Cards, Stamps &amp; cash rpt bks (carbonless)</td>
<td>55.45</td>
</tr>
</tbody>
</table>

**Total: $159.32**

### Training/Coaches

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/2019</td>
<td>Stephen Senters</td>
<td>2,700.00</td>
</tr>
<tr>
<td>12/6/2018</td>
<td>Checks for coaches at banquet</td>
<td>1,600.00</td>
</tr>
<tr>
<td>12/13/2018</td>
<td>Glacier Football Clinins</td>
<td>499.00</td>
</tr>
<tr>
<td>12/13/2018</td>
<td>Performance 80 training (Chris Huff)</td>
<td>500.00</td>
</tr>
<tr>
<td>12/17/2018</td>
<td>Gift cards for coaches</td>
<td>386.80</td>
</tr>
<tr>
<td>2/12/2019</td>
<td>Performance 80 training (Chris Huff)</td>
<td>750.00</td>
</tr>
</tbody>
</table>

**Total: $6,435.80**

**Total: $27,989.66**
This document certifies that
Stevenson Touchdown Club, Inc.
EIN: 82-5060646 · Fiscal year end: April
is a subordinate member in good standing of Parent Booster USA, Inc. through December 31, 2019
and as a result is recognized by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code.

Information about federal tax-exempt status under section 501(c)(3) of the Internal Revenue Code.
Membership in Parent Booster USA must be renewed annually to maintain tax-exempt status. To renew membership, visit: parentbooster.org/renew.

Parent Booster USA, Inc. is a North Carolina nonprofit corporation recognized by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Parent Booster USA, Inc. has also been issued a group exemption letter by the IRS that recognizes Parent Booster USA’s subordinate organization members as tax-exempt under section 501(c)(3). Parent Booster USA quarterly provides the IRS with an updated list of its subordinate organizations in good standing. Subordinate organizations in good standing are provided with this certificate to confirm their federal tax-exempt status.

Confirming Parent Booster USA’s tax-exempt status.
Parent Booster USA’s federal tax-exempt status and group exemption letter may be confirmed on the IRS website as follows:
1. Go to www.irs.gov or visit apps.irs.gov/app/eos and skip to step 5
2. At the top the page under Search, or under Menu on mobile, click Charities & Non-profits
3. Click the link for the Tax Exempt Organization Search
4. Down the page, click the blue button for the Tax Exempt Organization Search
5. Enter Parent Booster USA’s EIN: 30-0281785
6. Click Search

Under Deductibility Status, it says GROUP. If you click on GROUP, an explanation regarding the group letter ruling that exempts PBUSA’s subordinates appears.

ParentBoosterUSA
We Know Booster Clubs

3554 West Orange Country Club Drive, Suite 140, Winter Garden, Fl. 34787
Phone: 407-347-0063 Fax: 407-459-7546 Email: info@parentbooster.org
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-5060646. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn’t a full twelve months, you’re still responsible for submitting a return for that year. If you didn’t legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.
This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

STEVENSON TOUCHDOWN CLUB, INC.

ID Number: 802175404

to transact business under the assumed name of

TITAN TOUCHDOWN CLUB

received by electronic transmission on May 29, 2018, is hereby endorsed.

Filed on May 29, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2023

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29th day of May, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
CERTIFICATE OF ASSUMED NAME
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned execute the following Certificate:

1. The identification number assigned by the Bureau is: 802175404
2. The name of the nonprofit corporation is: STEVENSON TOUCHDOWN CLUB, INC.
3. The assumed name under which business is to be transacted is: TITAN TOUCHDOWN CLUB

This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 29th Day of May, 2018 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Newcomb</td>
<td>Authorized Agent</td>
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</tr>
</tbody>
</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Accept

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(k)(ii))

At a ________________ meeting of the TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
REGULAR OR SPECIAL
called to order by ________________________________ on ________________
at ________________ a.m./p.m. the following resolution was offered:

Moved by ________________________________ and supported by ________________________________
that the request from ________________________________ of ________________________________,
NAME OF ORGANIZATION CITY
county of ________________________________, asking that they be recognized as a nonprofit
COUNTY
organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for ________________________________,
APPROVAL/DISAPPROVAL

APPROVAL: Yeas: ________________ DISAPPROVAL: Yeas: ________________
Nays: ________________ Nays: ________________
Absent: ________________ Absent: ________________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the ________________________________ at a TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
REGULAR OR SPECIAL
meeting held on ________________.

DATE

SIGNED: ________________________________
TOWNSHIP, CITY, OR VILLAGE CLERK
PRINTED NAME AND TITLE
ADDRESS

Organization Information:
ORGANIZATION’S MAILING ADDRESS, STREET, CITY, ZIP ( )
ORGANIZATION’S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER