1. July 16, 2019 Regular City Council Meeting Agenda
   Documents:
   JULY 16, 2019 REGULAR CITY COUNCIL MEETING AGENDA.PDF

2. July 16, 2019 Regular City Council Meeting Packet
   Documents:
   JULY 16, 2019 REGULAR CITY COUNCIL MEETING PACKET.PDF
AGENDA FOR REGULAR CITY COUNCIL MEETING
Tuesday July 16, 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. PRESENTATIONS
   A. To acknowledge and accept donations to the 2019 Sterlingfest Art & Music Fair by AT&T, Christian Financial Credit Union, FCA US LLC, and Ford Motor Company in the cumulative amount of $40,000 (Presentation - Melanie D. Davis, Community Relations Director).

7. PUBLIC HEARINGS
   A. To consider the application by HTI Cybernetics, Inc. for an Industrial Facilities Tax Exemption Certificate (IFEC) at 40033 Mitchell Drive (Presentation - Luke Bonner, Senior Economic Development Advisor).

8. ORDINANCE INTRODUCTIONS
   A. To Introduce an ordinance amending Chapter 2 of the City Code to create a Youth Advisory Board (Presentation - Donald P. DeNault, Jr., Assistant City Attorney).

9. CONSENT AGENDA
   A. Regular Meeting Minutes July 02, 2019
B. **Bill Listing**

C. **To purchase furniture for the new Community Center at unit pricing available through governmental cooperative purchasing contracts (Total cost of $155,500.24).**

D. **To award a bid for Upton House exterior renovations (Total expenditure of $160,144).**

E. **To award a bid for the new Department of Public Works Facility in the cumulative amount of $20,130,000.**

F. **To award a bid for large diameter water main valve exercising and maintenance (Estimated total cost of $76,000).**

G. **To approve a Legal Services Agreement between the City of Sterling Heights and Keller Thoma, P.C. for special legal counsel services – labor attorney (Estimated annual cost of $20,000).**

H. **To adopt a resolution authorizing issuance of 2019 Capital Improvement Bonds, Limited Tax General Obligation, in the not to exceed amount of $25,000,000 to finance a new Department of Public Works Facility at 7200 18 Mile Road.**

I. **To approve Change Order Nos. 2 and 3 under the 2019 Local Road Concrete Reconstruction Program, City Project #19-339, at a cumulative cost of $1,398,780.**

J. **To receive the lawsuit, Filja Dedvukaj v City of Sterling Heights, Macomb County Circuit Court Case No. 19-1941-NO.**

**10. CONSIDERATION**

A. **To consider nominations to City of Sterling Heights Boards and Commissions.**

B. **To consider appointments to City of Sterling Heights Boards and Commissions.**

**11. 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.

12. REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

13. UNFINISHED BUSINESS

14. NEW BUSINESS

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

16. 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 and click on City Council e-Packets.
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A. **STERLINGFEST PROMO VIDEO**

B. **NATIONAL NIGHT OUT**
   The Sterling Heights Police Department joins law enforcement agencies across the country in hosting the 35th annual “National Night Out”, **Tuesday, August 6th from 6:30-9pm at the Sterling Heights Police Department** (Dodge Park & Utica Road). Sterling Heights families are welcome to attend.

   The event will include demonstrations of public safety equipment and displays from the police and fire departments. Emergency service personnel will speak to residents about established volunteer programs like the Citizens’ Emergency Response Team (CERT), Neighborhood Watch and Citizens on Patrol (COPS) unit. Raffles, prizes and refreshments will also enhance the event.

C. **GREEN INFRASTRUCTURE DONATION – ITC HOLDINGS**

D. **DPW BUILDING UPDATE**

E. **MISCELLANEOUS**

Respectfully submitted,

Mark D. Vanderpool, City Manager
AGENDA STATEMENT

**Item Title:** To acknowledge and accept donations to the 2019 Sterlingfest Art & Music Fair by AT&T, Christian Financial Credit Union, FCA US LLC, and Ford Motor Company in the cumulative amount of $40,000 (Presentation - Melanie D. Davis, Community Relations Director).

**Submitted By:** Community Relations Department

**Contact Person/Telephone:** Melanie D. Davis, Community Relations Director - 586.446.2471

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

**Executive Summary**

Annually, the city of Sterling Heights receives generous corporate financial support for the Sterlingfest Art & Music Fair. These donations help to offset a portion of the cost of producing what has become one of the largest and best community events in Macomb County. Sterlingfest Art & Music Fair attracts more than 100,000 visitors over the three-day festival and provides great visibility for the corporate donors.

This year, the Community Relations Department received donations of $10,000 each from AT&T, Christian Financial Credit Union, FCA US LLC, and Ford Motor Company. All four of these corporate citizens have a long-term presence in and relationship with the City. Christian Financial Credit Union's new corporate headquarters is rising prominently on the northeast corner of 15 Mile Road and Van Dyke. Both FCA US and Ford Motor Company have major manufacturing facilities based in Sterling Heights. These donors provide economic stimulus in Sterling Heights through investment and job creation.

The City of Sterling Heights is extremely grateful for these generous donations and will identify all four companies on 2019 Sterlingfest Art & Music Fair signage, as well as placing the respective corporate logos on the event T-shirt, marketing materials, brochures, and placement on the City website.

In line with the City's Administrative Policy and Procedure Order for Contributions and Donations, any donation at $10,000 or above must be approved for acceptance by the City Council.

**Suggested Action:**

Resolved, to acknowledge and accept donations of $10,000 each by AT&T, Christian Financial Credit Union, FCA US LLC, and Ford Motor Company to the 2019 Sterlingfest Art and Music Fair.
AGENDA STATEMENT

Item Title: To consider the application by HTI Cybernetics, Inc. for an Industrial Facilities Tax Exemption Certificate (IFEC) at 40033 Mitchell Drive (Presentation - Luke Bonner, Senior Economic Development Advisor).

Submitted By: Office of Assessing

Contact Person/Telephone: Marcia Magyar-Smith, Assessor - 586-446-2341

Administration Approvals:

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

Executive Summary

On April 30, 2019, HTI Cybernetics, Inc., a Michigan corporation (Applicant), filed an application for an Industrial Facilities Tax Exemption Certificate (IFEC) for a proposed real property investment of $14,027,444 at 40033 Mitchell Drive. This real property investment will facilitate the construction of a new 189,500 square foot building being leased from Chalk-Spade Investments (USA), Inc. The facility will serve as Applicant’s corporate headquarters, as well as provide significant floor space for research and development and high-tech manufacturing activities. Applicant will further invest approximately $1,500,000 for personal property to support its operations. The cumulative investment of $15,527,444 will create 50 new jobs in the City, and will transfer approximately 80 existing jobs from another existing facility located within Sterling Heights. The real property is located within an Industrial Development District (IDD) established by the City Council on September 6, 2016.

This proposed real property investment will generate an estimated increase of $682,020 in new City tax revenue over the recommended twelve-year abatement term. Applicant’s creation of 50 new jobs in the City will also generate an overall positive economic impact for the regional economy of $9,000,000, annually (Multiplier Factor of 4 x Wages of $45,000/job created x 50 jobs).

Suggested Action:

Resolved, to adopt the resolution approving the application by HTI Cybernetics, Inc. for an Industrial Facilities Tax Exemption Certificate at 40033 Mitchell Drive, Parcel # 50-10-10-16-451-004, for a period of 12 years in accordance with the guidelines established by City Council, and the Mayor and City Clerk are hereby authorized to sign, as applicable, all documents required in conjunction with this approval.
Subject: Industrial Facilities Exemption Certificate
Date: July 16, 2019
Applicant: HTI Cybernetics, Inc.
Address: 40033 Mitchell Drive
Sidewell Numbers: 50-10-10-16-451-004
Submitted By: Marcia D. Magyar-Smith / Luke Bonner
Email Address: mmdsmith@sterling-heights.net

GENERAL INFORMATION
Public Act 198 was enacted in 1974 to provide property tax incentives designed to stimulate local economic growth. These incentives involve placing real property assets on an industrial facilities assessment roll with a specific tax rate that is approximately half of the tax rate associated with an ad valorem (regular) assessment roll. An application for an Industrial Facilities Tax Exemption Certificate (IFEC) requires that a written agreement is executed for performance issues and that no payment in excess of the approved fee is allowed in exchange for favorable consideration of the IFEC application.

APPLICANT INFORMATION
HTI Cybernetics, Inc., (Applicant) has been a manufacturing presence in Sterling Heights since 2001. The company provides integrated and robust manufacturing solutions for industrial applications, including customer specific automated and robotic welding systems, assembly solutions and operator ergonomic devices. Applicant’s services and capabilities include engineering, product design, fabrication, machining, assembly, cutting-edge technology in manufacturing, full turn-key integration with installation and start-up support.

PROJECT INFORMATION
Applicant is applying for an Industrial Facilities Tax Exemption Certificate for a proposed investment of $15,527,444 at 40033 Mitchell Drive, a new 189,500 square foot industrial facility being leased from Chalk Spade Investments (USA), Inc. Applicant’s real property investment of $14,027,444 will facilitate the construction of a facility that will serve as Applicant’s corporate headquarters, as well as provide significant floor space for research and development and high-tech manufacturing activities. Applicant’s $1,500,000 investment in personal property at this facility will support its operations. The cumulative investment of $15,527,444 will create 50 new jobs in the City, while retaining approximately 80 existing jobs that will be transferred from another existing facility located within Sterling Heights.

STAFF RECOMMENDATION
This new and significant investment solidifies Applicant’s long-term manufacturing presence in Sterling Heights and generates an additional 50 new manufacturing jobs. Based on these factors, and the expectation that this project will generate production activity in the high-tech industries of electronic device technology, robotics, advanced computing and product research and development, recommendation is being made to approve Applicant’s application for an IFEC term of 12 years.
IDD Establishment Date: September 6, 2016

Total Real Property Investment: $14,027,444 = 9 years

Full Time Jobs Created as a Result of Project: 50 = 3 years

High Technology Activity Credit: = 1 year

IFEC Term per City Guidelines: 13 years

Recommended IFEC Term: 12 years (Maximum allowable IFEC Term)

Full Time Jobs Created in Southeast Michigan: 50
Employment Multiplier for Manufacturing Jobs: 4
Related New Jobs Created in Southeast Michigan: 120 - 200
Average Wage of Jobs Created in Southeast Michigan: $45,000
Positive Area Impact of Jobs Created: $9.0 Million

PROPERTY TAXES ABATED (50%) & ADDITIONAL REVENUE GENERATED

<table>
<thead>
<tr>
<th></th>
<th>City Tax</th>
<th>School Tax</th>
<th>Total Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL</td>
<td>$56,835</td>
<td>$108,677</td>
<td>$186,671</td>
</tr>
<tr>
<td>Property Taxes Abated/Generated over 12-Year Term:</td>
<td>$682,020</td>
<td>$1,304,120</td>
<td>$2,240,050</td>
</tr>
<tr>
<td>CURRENT ANNUAL TAX LIABILITY ON THIS VACANT LAND</td>
<td>$12,497</td>
<td>$23,896</td>
<td>$41,045</td>
</tr>
</tbody>
</table>
Office of Assessing

IFEC Information Sheet

Date: July 16, 2019
Applicant: HTI Cybernetics, Inc.
Address: 40033 Mitchell Drive
Sidwell Number: 50-10-10-16-451-004

PROPERTY LEGAL DESCRIPTION

CHALK SPADE INVESTMENTS (USA), INC.

STERLING ENTERPRISE PARK, UNIT 4
Parcel split & combined from 10-16-401-005 & 10-16-426-021 to create 7 units (10-16-451-001 thru -007) for 2018.

ORIGINAL ACREAGE / 152.637 ACRES PRIOR TO SPLIT

PROPERTY LOCATION AERIAL VIEW
Office of Assessing

IFEC Information Sheet

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PROPERTY LOCATION MAP
Office of Assessing

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ORIGINAL ACREAGE / 152.637 ACRES PRIOR TO SPLIT

PROPERTY LOCATION MAP
Application for Industrial Facilities Tax Exemption Certificate

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit

<table>
<thead>
<tr>
<th>Signature of Clerk</th>
<th>Date Received by Local Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie D. Rysta</td>
<td>04-30-2019</td>
</tr>
</tbody>
</table>

STC Use Only

<table>
<thead>
<tr>
<th>Application Number</th>
<th>Date Received by STC</th>
</tr>
</thead>
</table>

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility)

HTI Cybernetics, Inc.

1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)

3559 Specialized Machinery

1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)

40033 Mitchell Drive Sterling Heights, MI 48313

1d. City/Township/Village (indicate which)

Sterling Heights

1e. County

Macomb County

2. Type of Approval Requested

- [ ] New (Sec. 2(5))
- [ ] Transfer
- [ ] Speculative Building (Sec. 3(8))
- [ ] Rehabilitation (Sec. 3(6))
- [ ] Research and Development (Sec. 2(10))
- [ ] Increase/Amendment

3a. School District where facility is located

Utica Community Schools

3b. School Code

50210

3c. City/Township/Village (indicate which)

Sterling Heights

3d. ZIP Code

48313

4. Amount of years requested for exemption (1-12 Years)

12 Years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Construction of a new approximately 189,500 r/s/f build-to-suit headquarters facility and accompanying parking and other infrastructure. The company will lease the facility to house its R&D and high tech manufacturing activities as well as its headquarters operations. The Company will also acquire approximately $1.5 Million in personal property for the project which will generally be plant equipment, IT equipment and infrastructure accessories, and office furnishings to support the operations.

6a. Cost of land and building improvements (excluding cost of land) $14,027,444 Construction Estimate

- Attach list of improvements and associated costs.
- Also attach a copy of building permit if project has already begun.

6b. Cost of machinery, equipment, furniture and fixtures

- Attach itemized listing with month, day and year of beginning of installation, plus total

6c. Total Project Costs

$14,027,444

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

<table>
<thead>
<tr>
<th>Begin Date (M/D/Y)</th>
<th>End Date (M/D/Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Property Improvements</td>
<td>12-11-2018</td>
</tr>
<tr>
<td>Personal Property Improvements</td>
<td>12-11-2018</td>
</tr>
</tbody>
</table>

- [ ] Owned
- [x] Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.

- [ ] Yes
- [ ] No

9. No. of existing jobs at this facility that will be retained as a result of this project

Around 80 at current facility would be transferred to new HQ

10. No. of new jobs at this facility expected to be created

Between 30 and 50 in the years 2020 and 2021

11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

- [ ] TV of Real Property (excluding land)
- [ ] TV of Personal Property (excluding inventory)
- [ ] Total TV

12a. Check the type of District the facility is located in:

- [x] Industrial Development District
- [ ] Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)

12c. Is this application for a speculative building (Sec. 3(8))?
APPICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has compiled or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

<table>
<thead>
<tr>
<th>13a. Preparer Name</th>
<th>Grant Williams</th>
</tr>
</thead>
<tbody>
<tr>
<td>13b. Telephone Number</td>
<td>248.267.3340</td>
</tr>
<tr>
<td>13c. Fax Number</td>
<td>248.879.2001</td>
</tr>
<tr>
<td>13d. E-mail Address</td>
<td><a href="mailto:williamsg@millercanfield.com">williamsg@millercanfield.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14a. Name of Contact Person</th>
<th>Grant Williams and Eric McAlexander</th>
</tr>
</thead>
<tbody>
<tr>
<td>14b. Telephone Number</td>
<td>(586) 826-8346</td>
</tr>
<tr>
<td>14c. Fax Number</td>
<td>248.879.2001</td>
</tr>
<tr>
<td>14d. E-mail Address</td>
<td><a href="mailto:emcAlexander@htcybernetics.com">emcAlexander@htcybernetics.com</a></td>
</tr>
</tbody>
</table>

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

<table>
<thead>
<tr>
<th>16. Action taken by local government unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abatement Approved for ___ Yrs Real (1-12), ___ Yrs Pers (1-12)</td>
</tr>
<tr>
<td>After Completion: Yes □ No □</td>
</tr>
<tr>
<td>Denied (Include Resolution Denying) □</td>
</tr>
</tbody>
</table>

16a. Documents Required to be on file with the Local Unit:

<table>
<thead>
<tr>
<th>Check or Indicate N/A If Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Notice to the public prior to hearing establishing a district.</td>
</tr>
<tr>
<td>2. Notice to taxing authorities of opportunity for a hearing.</td>
</tr>
<tr>
<td>3. List of taxing authorities notified for district and application action.</td>
</tr>
<tr>
<td>4. Lease Agreement showing applicants tax liability.</td>
</tr>
</tbody>
</table>

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

<table>
<thead>
<tr>
<th>Check or Indicate N/A If Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Original Application plus attachments, and one complete copy</td>
</tr>
<tr>
<td>2. Resolution establishing district</td>
</tr>
<tr>
<td>3. Resolution approving/denying application.</td>
</tr>
<tr>
<td>4. Letter of Agreement (Signed by local unit and applicant)</td>
</tr>
<tr>
<td>5. Affidavit of Fees (Signed by local unit and applicant)</td>
</tr>
<tr>
<td>6. Building Permit for real improvements if project has already begun</td>
</tr>
<tr>
<td>7. Equipment List with dates of beginning of installation</td>
</tr>
<tr>
<td>8. Form 3222 (if applicable)</td>
</tr>
<tr>
<td>9. Speculative building resolution and affidavits (if applicable)</td>
</tr>
</tbody>
</table>

16c. LUCI Code

16d. School Code

17. Name of Local Government Body

18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk

19b. Name of Clerk

19c. E-mail Address

19d. Clerk's Mailing Address (Street, City, State, ZIP Code)

19e. Telephone Number

19f. Fax Number

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY

| LUCI Code | Begin Date Real | Begin Date Personal | End Date Real | End Date Personal |
IFEC LETTER OF AGREEMENT

DATE: January 1, 2019

COMPANY NAME: HTI Cybernetics, Inc

FACILITY ADDRESS: 40033 Mitchell Drive

City Council
City of Sterling Heights
40555 Utica Road
P.O. Box 8009
Sterling Heights, MI 48311-8009

RE: Industrial Facilities Tax Exemption Certificate between:

HTI Cybernetics, Inc.

and the City of Sterling Heights

Dear Members of Council:

HTI Cybernetics, Inc. (the “Company”) has submitted the attached Application (the “Application”) to you requesting approval of an Industrial Facilities Tax Exemption Certificate (“IFEC”), pursuant to Michigan Public Act 198 of 1974, as amended, for the property located at 40033 Mitchell Drive, Sterling Heights, (the “Facility”) (Legal Description of the property where the Facility is located is attached).

To encourage approval of the IFEC and in recognition of the investments the City of Sterling Heights (the “City”) will make toward the economic growth of the Company, which will benefit the City, the Company agrees as follows:

1. **General.** (Check applicable lines consistent with the Application)

   a. The Company will make the improvements set forth in the Application within two (2) years of the effective date of the IFEC (the “Effective Date”).

   b. The Company will purchase and/or lease and install the personal property as set forth in the Application within two (2) years of the Effective Date.

   c. The Company will create 50 new full-time jobs at the Facility within two (2) years of the Effective Date.

   d. The Company will comply with the requirements imposed by the City as part of the site review prior to issuance of a Certificate of Occupancy.
2. **Compliance with Laws.** The Company agrees that it will operate the Facility in accordance with all applicable Federal, State, and local laws or regulations, including but not limited to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other environmental regulations.

3. **Continued Operation of the Facility.** The Company further agrees to continue to operate the Facility within the City for the period of the IFEC in order to retain the benefits of the IFEC.

4. **Premature Vacation of the Facility.** If the Company vacates, or intends to vacate, the Facility prior to the end of the term of the IFEC, the Company shall be responsible for the following:

   a. If the Company intends to vacate the Facility for which the IFEC has been approved and issued prior to the end of the term of this agreement, the Company agrees to notify the City Assessor in writing of such intent and the reasons for vacating not less than 60 days prior to vacating the facility.

   b. The Company agrees to make reasonable provisions satisfactory to the City and in compliance with all applicable laws, codes and ordinances to maximize the likelihood of re-occupancy or re-use of the unoccupied building for productive use within a reasonable time period after the Facility is vacated.

   c. The Company shall, if requested by the City, deposit an amount equal to the amounts anticipated to be due from the Company under this agreement as a result of the Company vacating the Facility prior to the term for which the IFEC was approved, including but not limited to any reasonable cleanup or maintenance costs, administrative fees, court costs, and attorney fees incurred.

   d. The Company shall pay any outstanding taxes and shall repay to all affected municipalities an amount equal to the total tax amount abated by the IFEC (unless recovery of a lesser amount is requested by the City or other taxing authority) within 30 days of the date of an invoice for such taxes.

   e. If the Company fails to pay the amount of the invoice for abated taxes within 30 days of the date of the City invoice, the Company shall be responsible for any additional costs incurred by the City in recovery of such taxes, including, but not limited to administrative fees, court costs, and attorney fees incurred.

5. **Notice of Completion and Final Cost Report.** The Company will submit to the City, not later than 90 days after the completion date for each property component for which an IFEC was granted a Notice of Completion and Final Cost Report in a form requested by the City which includes the actual completion date and final cost of each project component for which an IFEC was originally granted, and an explanation if the final cost of either the real or personal property listed on the Application was greater than the original estimated amount by more than 10%.

6. **Employment Status Report.** The Company will submit to the City, not later than January 31st of the second year after the effective date, and every two years after that date, an Employment Status Report in a form requested by the City, which includes the number of actual full-time jobs created as a direct result of the project for which the certificate was granted, and an explanation if the jobs created during the term of the IFEC was less than the original estimated amount.
7. **Review and Audit: Payment of Costs.** The Company understands that the City may review and audit the information provided by the Company to determine compliance with this agreement and that any costs for such services will be paid by the Company in accordance with a fee schedule approved by the City Council, which may be adjusted from time to time based upon increases in costs to the City.

8. **Remedies for Default for Failure to Satisfy Representations Made in Application.** The Company understands that the City may pass a resolution requesting that the State Tax Commission reduce the term of the IFEC or revoke the IFEC to the extent that the construction or expansion of the Facility has not been completed, expenditures made, or employment reached as represented by the Company in the application, by sending a copy of this Agreement along with a copy of the City Council resolution authorizing such action to the State Tax Commission. In addition, the Company acknowledges that the City may take into account any deficiency in job creation, or real or personal property investment made under this application in a subsequent application for an IFEC or an Exemption of New Personal Property filed by the Company.

9. **Consequences of Unsuccessful Real or Personal Property Tax Appeal.** The Company acknowledges that if during the term of this Agreement, the Company appeals any real or personal property assessment to the Michigan Tax Tribunal or other court of competent jurisdiction upon which it does not prevail, that the Company shall pay to the City all reasonable costs, expenses, and attorney fees incurred by the City in defending such appeals within thirty (30) days of the date of receipt of an invoice from the City. The Company also acknowledges that the City may consider such appeals in deciding the term of any subsequent certificates granted to the Company.

10. **Unforeseen Events.** By execution of this agreement, it is understood that the Company’s investment in the Facility and the City’s investment in the granting of the IFEC are to encourage economic growth within the City. The City acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this agreement and the terms of the Application. The City will give the Company an opportunity to explain the reasons for any variations from the representations contained in the application and will evaluate the Company’s situation prior to taking any action authorized by paragraph 4 and 8 of this agreement.

11. **Entire Agreement.** This is the entire agreement of the parties relating to the matters covered by this Agreement, and no prior or subsequent promises, representations or assurances, whether in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement or separate agreement signed following the date of this Agreement by authorized representatives of all parties to this Agreement.

12. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions thereof, which shall remain in full force and effect to govern the parties’ relationship.

13. **Reimbursement of Attorney Fees for Modification of Standard Agreement.** The Company agrees to reimburse the City within 30 days of the date of a receipt of an invoice from the City for all attorney fees incurred by the City in the negotiation or preparation of changes to the standard IFEC Letter of Agreement.
APPLICANT NAME: HTI Cybernetics, Inc.

PROPERTY ADDRESS: 40033 Mitchell Drive, Sterling Heights, MI 48313

CERTIFICATION

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the City of Sterling Heights and the applicant referenced above do hereby swear and affirm that this applicant has not made, or promised to make payment of any kind to the City of Sterling Heights as a condition to the approval of this Application for an Industrial Facilities Tax Exemption (IFT) Certificate. Whether payments be referred to as “fees,” “payments in lieu of taxes,” “donations,” or by other like terms, such payments are contrary to the legislative intent of Act 198, as amended. We do hereby swear and affirm by our signatures below that “no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of this Application for an IFT.”

PRINT NAME: Eric McAlexander

TITLE: CEO

SIGNATURE: 

DATE: 12 day of April 2019

By Eric McAlexander
(Notary Public - Michigan
Macomb County
My Commission Expires Aug 28, 2020
Acting in the County of Macomb)

CITY OF STERLING HEIGHTS

PRINT NAME: Melanie D. Ryska

TITLE: City Clerk

SIGNATURE: 

DATE: 20th day of May 2019

By ANDREA L. BARA
(Notary Public, State of MI
County of Lapeer
My Commission Expires Oct 14, 2022
Acting in County of Macomb)
ACCEPTED BY: THE COMPANY

NAME:          Eric McAlexander

TITLE:         CEO

SIGNATURE:

STATE OF MICHIGAN
COUNTY OF MACOMB

The forgoing acceptance was acknowledged this 12 day of April, 2009
by Eric McAlexander, CEO on behalf of HTI Cybernetics, Inc.

NAME:          Melanie D. Ryska

TITLE:         City Clerk

SIGNATURE:

STATE OF MICHIGAN
COUNTY OF MACOMB

The forgoing acceptance was acknowledged this ______ day of _____________
by Michael C. Taylor and Melanie D. Ryska, Mayor and City Clerk, respectively, on behalf of
the City of Sterling Heights, a Michigan municipal corporation.

Notary Public, _____________ County, MI
My Commission expires: ________________

When recorded, return to:
City Clerk
City of Sterling Heights
40555 Utica Road PO Box 8009
Sterling Heights, MI 48311-8009

Drafted by:
City of Sterling Heights
40555 Utica Road
P.O. Box 8009
Sterling Heights, MI 48311-8009
Additional Information Required:

A. **Legal Description**: Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.

**Legal Description**:
Unit 4 of the Site Condominium known as Sterling Enterprise Park dated August 28, 2017 recorded on September 1, 2017 at Lib 24919, Page 316 of the Macomb County Register of Deeds.

The apparent current Tax Parcel ID for the Sterling Enterprise Park is 10-16-451-004 though Unit 4 may have, or be assigned, its own Parcel ID.

B. **Property Description**

6a. List of improvements and associated costs
   See Attached Schedule 6a-1.
   
   Copy of Building Permit
   See Attached Schedule 6a-2

6b. List of Personal Property:
   Generally, the property will be plant equipment, IT equipment and infrastructure accessories. A more detailed list can be provided if needed, but we understand this is not needed as the property not be subject to the IFT Abatement. Anticipated Installation Date: FUTURE Est. November 1, 2019, thus no proof of installation date can be provided at this time.

C. **Date of Breaking Ground**:
   Building Permit was issued 12/11/2018. Date for breaking ground what shortly thereafter.

D. **Lease**:
   See Schedule 4 Attached
APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A

ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE

COMPANY NAME
ADDRESS

<table>
<thead>
<tr>
<th>COST OF LAND IMPROVEMENTS</th>
<th>Installation Date</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Excavating/Grading/Underground</td>
<td>December 2018</td>
<td>$1,111,543</td>
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<tr>
<td>Pavement - Exterior</td>
<td>June 2019</td>
<td>$454,827</td>
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<tr>
<td>Footings</td>
<td>December 12, 2018</td>
<td>$540,500</td>
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<tr>
<td>Landscaping/Lawn Sprinkler System</td>
<td>July 2019</td>
<td>$205,785</td>
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<tr>
<td><strong>TOTAL COST</strong></td>
<td></td>
<td><strong>$2,312,655</strong></td>
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<tr>
<td>Permit Issued 12/11/2019 See Attached 6b</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>COST OF BUILDING</th>
<th>Installation Date</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Construction Documents (Plans), Design &amp; Engineering</td>
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<td>$264,400</td>
</tr>
<tr>
<td>Interior Concrete Floor</td>
<td>April - May 2019</td>
<td>$1,196,400</td>
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<tr>
<td>Interior Office Buildout</td>
<td>April - May 2019</td>
<td>$970,072</td>
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<tr>
<td>Shop Office Buildout</td>
<td>June 2019</td>
<td>$699,545</td>
</tr>
<tr>
<td>Exterior Glazing including Door &amp; Hardware</td>
<td>January 2019 (Pre Cast Walls)</td>
<td>$441,575</td>
</tr>
<tr>
<td>Masonry/Limestone</td>
<td>n/a</td>
<td>$1,242,980</td>
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<tr>
<td>Steel</td>
<td>January - February (office/warehouse)</td>
<td>$2,338,500</td>
</tr>
<tr>
<td>Roof</td>
<td>April 2019</td>
<td>$799,520</td>
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<tr>
<td>Siding</td>
<td>n/a</td>
<td>$256,100</td>
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<tr>
<td>Fire Suppression/Detection</td>
<td>May 2019</td>
<td>$443,800</td>
</tr>
<tr>
<td>Painting/Wallpaper</td>
<td>June 2019</td>
<td>$120,625</td>
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<tr>
<td>HVAC Heating &amp; Cooling</td>
<td>May - July 2019</td>
<td>$470,100</td>
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<tr>
<td>Electrical</td>
<td>May - July 2019</td>
<td>$722,000</td>
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<tr>
<td>Overhead &amp; Oversight</td>
<td>n/a</td>
<td>$1,749,172</td>
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<tr>
<td><strong>TOTAL COST</strong></td>
<td></td>
<td><strong>$11,714,789</strong></td>
</tr>
</tbody>
</table>

GRAND TOTAL: REAL PROPERTY - **$14,027,444.00**
Scan here to schedule an inspection for this permit on AMG

40555 Utica Road, P.O. Box 8009
Sterling Heights, Michigan 48311-8009
Phone (586) 446-2360 Fax (586) 276-4061

BUILDING COMMERCIAL PERMIT

APPLICANT
J.B. DONALDSON COMPANY
37610 HILLS TECH DRIVE
FARMINGTON MI 48331
Contact: LOUIS FRUSTAGLIO
Phone: (248) 344 9045

Job Site
40033 Mitchell Dr
Parcel: 10-10-16-451-004
Plat/Sub:
Lot: Zoning:

OWNER
CHALK SPADE INVESTMENT 39111 MITCHELL D STERLING HEIGHTS

BIOSSINESS NAME

Work Description: NEW INDUSTRIAL BUILDING

Stipulations:

<table>
<thead>
<tr>
<th>Permit Fee Item</th>
<th>Account</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
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<tbody>
<tr>
<td>01 Application Fee</td>
<td>11450040-470000</td>
<td>Application</td>
<td>1.00</td>
<td>50.00</td>
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<td>04 Plan Review - New Comm/Ind</td>
<td>11601040-636001</td>
<td>Plan Review Deposits</td>
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<td>1,155.00</td>
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<tr>
<td>07 Plan Review - Valuation $500,000</td>
<td>11450040-470000</td>
<td>Plan Review</td>
<td>183,369.00</td>
<td>29,917.90</td>
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<td>14 Bldg - Valuation $500,000 and</td>
<td>11450040-470000</td>
<td>Building Permit</td>
<td>183,369.00</td>
<td>111,122.00</td>
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<td>36 Bond Admin - Industrial</td>
<td>11601040-640001</td>
<td>Escrow Fee</td>
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<td>160.00</td>
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<tr>
<td>Com Auto Fixed Network Meter R</td>
<td>59601040-633003</td>
<td>Water/Sewer Commercial</td>
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<td>Com Sanitary - Capital Charge</td>
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<td>Com Water - Meter 4&quot; Compound</td>
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<td>Commercial/Industrial</td>
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Fee Total: $303,172.86
Amount Paid: $303,172.86
Fee Balance Due: $0.00

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<th>Bond Type</th>
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<th>Bond Number</th>
<th>Amount</th>
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<td>Industrial Bond</td>
<td>70210000-283004</td>
<td>B1180004</td>
<td>3,260.00</td>
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</table>

Total Bond Amount: $3260.00

Michael Viazanko
Building Official
## 2019 Tax Abatements Application Fees

<table>
<thead>
<tr>
<th>No.</th>
<th>Invoice Date</th>
<th>Invoice Number</th>
<th>Amount</th>
<th>Discount</th>
<th>Net Amount</th>
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<tbody>
<tr>
<td>92697</td>
<td>4/12/2019</td>
<td>092697</td>
<td>$2,200.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Fiscal Statement (to be completed by local unit)

Is this project:
Real Property? ☑ NO
Personal Property? ☐ ☑
Both Real and Personal Property - New Facility? ☑ ☑
Both Real and Personal Property - Rehabilitation Facility? ☑ ☑
Both New and Replacement Facility? ☐ ☑

Estimated Project Investment (not assessed value):

<table>
<thead>
<tr>
<th>Real Property</th>
<th>Personal Property</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,027,444.00</td>
<td></td>
<td>$14,027,444.00</td>
</tr>
</tbody>
</table>

1. A. Has the proper local authority reviewed the plan? ☑
2. Will this project require improvement of your road service? ☑
3. Will this project require improvement of your sanitary sewer services? ☑
4. Will this project require improvement of your storm sewer services? ☑
5. Will this project require improvement of your water services? ☑
6. Will this project require additional police personnel, police equipment or a need for new police building expansion? ☑
7. Will this project require the need for additional fire personnel, additional or specialized fire equipment or the need for a new fire building? ☑
8. Will this project require other costs? ☑
9. Are costs of infrastructure elements to be provided through Local Development Finance Authority or Tax Increment Finance Authority Bonds? ☑

If you answered yes to any of questions 2 through 8, the appropriate sections of the Supplement to Fiscal Statement form must be completed and accompany the IFT application. Call (517) 373-3272 to obtain that form.

LOCAL UNIT CERTIFICATION
This is to certify that the following has been provided as accurately as possible.

Signature: __________________________ Name and Title of Local Governmental Unit Official: Marcia D. Magyar-Smith, City Assessor
~ Resolution ~

A resolution of the Sterling Heights City Council establishing an Industrial Development District.

Minutes of the regular meeting of the City Council of Sterling Heights, Michigan, held on the 6th day of September, 2016, at the City Hall, 40555 Utica Road, in Sterling Heights, Michigan, at 7:30 p.m.:

PRESENT: Koski, Romano, Schmidt, Shannon, Skryzniarz, Taylor, Ziarko

ABSENT: None

The following preamble and resolution were offered by Romano and supported by Ziarko.

Resolution Establishing an Industrial Development District for Chalk Spade Investments (USA), Inc. (Applicant)

WHEREAS, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within Sterling Heights; and

WHEREAS, Applicant has petitioned this City Council to establish an Industrial Development District on its property located in Sterling Heights hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Sterling Heights Sentry newspaper and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on September 6th, 2016 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of Sterling Heights were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of Sterling Heights to establish the Industrial Development District as proposed; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of Sterling Heights that the following described parcel of land situated in Sterling Heights, Macomb County, and State of Michigan, to wit:

4.10.2014
T2N, R12E SEC 16 COMM AT SE COR SEC 16; TH N89°23'00"W 1325.88 FT TO POB; TH N89°23'00"W 1309.05 FT; TH N00°06'37"E 2598.68 FT; TH N00°00'57"E 1317.08 FT; TH S89°36'02"E 1329.40 FT; TH S00°29'29"W 1314.36 FT; TH S00°21'08"W 33.63 FT; TH S89°24'55"E 241.86 FT; TH S38°57'44"E 168.59 FT; TH N89°24'55"W 348.67 FT; TH S00°21'08"W 660.99 FT; TH S89°28'16"E 596.50 FT; TH S00°10'24"W 99.30 FT; TH S89°11'13"E 411.84 FT; TH S00°10'00"W 65.0 FT; TH S89°30'28"E 222.86 FT; TH S00°40'23"W 327.65 FT; TH N88°52'45"W 554.92 FT; TH S00°41'01"W 905.65 FT; TH N89°23'00"W 167.27 FT; TH N00°33'33"E 260.00 FT; TH S89°23'00"W 335.17 FT; TH N00°21'24"E 42.98 FT; TH S59°19'00"W 195.74 FT; TH S00°14'00"W 590.24 FT TO POB. 142.36 AC. 02-21-05: Split/Comb 10-16-476-008 & 10-16-401-004 into 10-16-476-029 & 10-16-401-005; is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended.

AYES: Romano, Ziarko, Koski, Schmidt, Shannon, Skrzyniarz, Taylor

NAYS: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Sterling Heights, County of Macomb, Michigan, at a regular meeting held the 6th day of September, 2016.

Mark Carufel, City Clerk

4.10.2014
PROPERTY LEGAL DESCRIPTION

Chalk Spade Investments (USA), Inc.
7191 Seventeen Mile Road

T2N, R12E SEC 16
COMM AT SE COR SEC 16; TH N89°23'00"W 1325.88 FT TO POB; TH N89°23'00"W 1309.05 FT;
TH N00°06'37"E 2598.68 FT; TH N00°00'57"E 1317.08 FT;
TH S89°36'02"E 1329.40 FT; TH S00°29'29"W 1314.36 FT;
TH S00°21'08"W 33.63 FT; TH S89°24'55"E 241.86 FT;
TH S38°57'44"E 168.59 FT; TH N89°24'55"W 348.67 FT;
TH S00°21'08"W 660.99 FT; TH S89°28'16"E 596.50 FT;
TH S00°10'24"W 99.30 FT; TH S89°11'13"E 411.84 FT;
TH S00°10'00"W 65.0 FT; TH S89°30'28"E 222.86 FT;
TH S00°40'23"W 327.65 FT; TH N88°52'45"W 554.92 FT;
TH S00°41'01"W 905.65 FT; TH N89°23'00"W 167.27 FT;
TH N00°33'33"E 260.00 FT; TH S89°23'00"W 335.17 FT;
TH N00°21'24"E 42.98 FT; TH S59°19'00"W 195.74 FT;
TH S00°14'00"W 590.24 FT TO POB.
142.36 AC.

02-21-05: Split/Comb 10-16-476-008 & 10-16-401-004 into
10-16-476-029 & 10-16-401-005
**Application to Establish an Industrial Development District**

**APPLICATION INFORMATION**

<table>
<thead>
<tr>
<th>APPLICATION FEE:</th>
<th>$1,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT NAME:</td>
<td>ULTRA MANUFACTURING (USA) INC.</td>
</tr>
<tr>
<td>APPLICANT ADDRESS:</td>
<td>1282 KIRTS SUITE 200, TROY, MI 48084</td>
</tr>
<tr>
<td>APPLICANT CONTACT:</td>
<td>DENNIS HAYES</td>
</tr>
<tr>
<td>CONTACT PHONE NUMBER:</td>
<td>248.321.6757</td>
</tr>
<tr>
<td>CONTACT EMAIL ADDRESS:</td>
<td><a href="mailto:DENNIS.HAYES@MITCHELLPLASTICS.COM">DENNIS.HAYES@MITCHELLPLASTICS.COM</a></td>
</tr>
</tbody>
</table>

**PROPERTY INFORMATION**

<table>
<thead>
<tr>
<th>PROPERTY OWNER(S):</th>
<th>ULTRA MANUFACTURING (USA) INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY ADDRESS:</td>
<td>7191 17 MILE ROAD (5W PARCEL, NEW)</td>
</tr>
<tr>
<td>PROPERTY ID NUMBER:</td>
<td></td>
</tr>
<tr>
<td>LEGAL DESCRIPTION:</td>
<td>Attach to Application</td>
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</tbody>
</table>

**PROJECT INFORMATION**

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION:</th>
<th>New manufacturing plant development on new development construction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL PROPERTY COSTS:</td>
<td>$4,500,000 land/building</td>
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<tr>
<td>PERSONAL PTY COSTS:</td>
<td>$9,000,000 equipment</td>
</tr>
<tr>
<td>TOTAL PROPERTY COSTS:</td>
<td>$22,500,000 projected</td>
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<tr>
<td>PROJECT STARTING DATE:</td>
<td>September 2016</td>
</tr>
<tr>
<td>JOBS TO BE CREATED:</td>
<td>122 EST.</td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I hereby certify, as an owner of the property for which this district is requested, that the foregoing is a true statement of this project, and this request for the establishment of an Industrial Development District is filed only in connection with a facility, the construction, acquisition, alteration, or installation of which has not commenced as of the date below, which is submitted as required by MCL 207.554.

<table>
<thead>
<tr>
<th>PRINT NAME:</th>
<th>DENNIS HAYES</th>
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<tbody>
<tr>
<td>TITLE:</td>
<td>DIRECTOR U.S. OPERATIONS</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>DATE:</td>
<td>7/21/16</td>
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</tbody>
</table>
**Property Transfer Affidavit**

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.

The information on this form is NOT CONFIDENTIAL.

---

<table>
<thead>
<tr>
<th>1. Street Address of Property</th>
<th>2. County</th>
<th>3. Date of Transfer (or land contract signed)</th>
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</thead>
<tbody>
<tr>
<td>7191 Seventeen Mile Road, 39639 Van Dyke Avenue</td>
<td>Macomb</td>
<td>7/1/2016</td>
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<table>
<thead>
<tr>
<th>4. Location of Real Estate (Check appropriate field and enter name in the space below)</th>
<th>5. Purchase Price of Real Estate</th>
<th>6. Seller's (Transferee) Name</th>
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<tbody>
<tr>
<td>¶ City</td>
<td>$0</td>
<td>Ultra Properties, Inc.</td>
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<td>¶ Township</td>
<td></td>
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<tr>
<td>¶ Village</td>
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<table>
<thead>
<tr>
<th>7. Property Identification Number (PIN)</th>
<th>8. Buyer's (Transferee) Name and Mailing Address</th>
<th>9. Buyer's (Transferee) Telephone Number</th>
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<tbody>
<tr>
<td>If you don't have a PIN, attach legal description.</td>
<td>Chalk Spade Investments (USA), Inc.</td>
<td>519.839.3831, ext. 265</td>
</tr>
<tr>
<td>This number ranges from 10 to 25 digits. It includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.</td>
<td>1282 Kirks Boulevard, Ste 200, Troy, MI 48084</td>
<td></td>
</tr>
<tr>
<td>10-10-16-401-005 and 10-10-18-426-021</td>
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<td></td>
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<tr>
<th>Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.</th>
<th>11. Was property purchased from a financial institution?</th>
<th>12. Is the transfer between related persons?</th>
<th>13. Amount of Down Payment</th>
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<tr>
<td></td>
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<th>14. If you financed the purchase, did you pay market rate of interest?</th>
<th>15. Amount Financed (Borrowed)</th>
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<td>No</td>
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<tr>
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<td>$0</td>
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**EXEMPTIONS**

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- [ ] Transfer from one spouse to the other spouse
- [ ] Change in ownership solely to exclude or include a spouse
- [ ] Transfer between certain family members (see page 2)
- [ ] Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- [ ] Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor (see page 2)
- [ ] Transfer to affect the foreclosure or forfeiture of real property
- [ ] Transfer by redemption from a tax sale
- [ ] Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- [ ] Transfer resulting from a court order unless the order specifies a monetary payment
- [ ] Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- [ ] Transfer to establish or release a security interest (collateral)
- [ ] Transfer of real estate through normal public trading of stock
- [ ] Transfer between entities under common control or among members of an affiliated group
- [ ] Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- [ ] Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- [ ] Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- [X] Transfer of land with qualified conservation easement (land only - not improvements)
- [ ] Other, specify: Transfer of real estate exempt from uncapping of the assessed property value

**CERTIFICATION**

I certify that the information above is true and complete to the best of my knowledge.

Printed Name: Teresa A. Quinlan

Signature: [Signature]

Name and title, if signer is other than the owner: Teresa A. Quinlan, Paralegal

Daytime Phone Number: 312.832.4577

E-mail Address: tquinlan@foley.com

Date: July 1, 2016
EXHIBIT A

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

PARCEL A: 17 Mile Road Parcel

PARCEL 1:
Part of the East 1/2 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 1,325.88 feet North 89 degrees 23 minutes 00 seconds West from the Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 1,308.85 feet (record), North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet (measure) along the South line of Section 16, also being the centerline of 17 Mile Road; thence North 00 degrees 05 minutes 00 seconds West, 1,308.85 feet (record), North 00 degrees 05 minutes 00 seconds West, 1,309.05 feet (measure), along the Eccentery line of the Conrail Right-of-Way; thence North 1,317.08 feet (record), North 00 degrees 00 minutes 57 seconds West, 1,317.08 feet (measure), along the Eccentery line of the Conrail Right-of-Way; thence South 89 degrees 37 minutes 00 seconds West, 1,314.36 feet (record), South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet (measure). to the East/West 1/4 line of Section 16; thence South 00 degrees 18 minutes 00 seconds West, 825.00 feet (record). South 00 degrees 21 minutes 24 seconds West, 42.98 feet (record and measure); thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet (record and measure) along the centerline of Moore Drain; thence South 00 degrees 14 minutes 00 seconds West, 650.24 feet (record and measure) to the Point of Beginning.

PARCEL 2:
Part of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 660.13 feet North 89 degrees 23 minutes 00 seconds West and 388.94 feet North 00 degrees 41 minutes 01 seconds East from Southeast corner of said Section 16; thence extending North 89 degrees 47 minutes 00 seconds West, 555.12 feet (record), North 88 degrees 52 minutes 46 seconds West, 554.52 feet (measure); thence South 00 degrees 01 minutes 00 seconds West, 654.08 feet (record) South 00 degrees 41 minutes 01 seconds West, 645.65 feet (measure); thence North 89 degrees 23 minutes 00 seconds West, 503.00 feet (record and measure); thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet (record and measure); thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet (record and measure) along the centerline of Moore Drain; thence South 00 degrees 14 minutes 00 seconds West, 590.24 feet (record and measure) to the Point of Beginning.

PARCEL 3:
Part of the East 1/2 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 1,325.88 feet North 89 degrees 23 minutes 00 seconds West, from the Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet along the South line of Section 16, also being the centerline of
17 Mile Road; thence North 00 degrees 06 minutes 37 seconds East, 2,596.68 feet along the Easterly line of the Conrail Right-of-Way; thence North 00 degrees 00 minutes 57 seconds East, 1,317.08 feet along the Easterly line of the Conrail Right-of-Way; thence South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet; thence South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet to the East/West 1/4 line of Section 16; thence South 00 degrees 21 minutes 08 seconds West, 33.50 feet to the Point of Beginning; thence South 89 degrees 24 minutes 55 seconds East, 241.85 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.67 feet; thence North 00 degrees 21 minutes 00 seconds East, 130.00 feet to the Point of Beginning.

**PARCEL B: Van Dyke Parcel**

Part of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Beginning at a point which is due South, 330.00 feet along the East/West line of Section 16, from the East 1/4 corner of Section 16, Town 2 North, Range 12 East; thence continuing along said East/West line of Section 16, due South 595.0 feet; thence South 89 degrees 23 minutes 00 seconds West 355.0 feet to the point of beginning; thence continuing South 89 degrees 53 minutes 56 seconds West 385.16 feet; thence North 00 degrees 24 minutes 24 seconds West 100.00 feet; thence South 89 degrees 53 minutes 56 seconds West 598.62 feet; thence North 00 degrees 10 minutes 25 seconds West, 449.00 feet; thence North 89 degrees 53 minutes 56 seconds West 355.0 feet; thence due South 595.0 feet to the Point of beginning, together with any/all benefits afforded by the following instruments: i) Permanent Access Driveway/Approach Easement Mutual Agreements recorded in Liber 7424, Page 610 and in Liber 8671, Page 780, ii) Reciprocal Easement for Maintenance Agreement recorded in Liber 7306, Page 542, iii) Permanent Sign and Graphic Easement Mutual Agreement recorded in Liber 8671, Page 788, and iv) Permanent Sanitary Sewer Easement Agreement recorded in Liber 8671, Page 792, Macomb County Records.

**Parcels A and B are together described as follows, per Survey performed by PEA, Inc., dated November 19, 2015, being Job No. 2015-088**

Part of the Southwest 1/4 of the Northeast 1/4 of Section 16, part of the West 1/2 of the Southeast 1/4 of Section 16 and part of the East 1/2 of the Southeast 1/4 of Section 16, Town 2 North, Renge 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at the Southeast corner of said Section 16; thence along said North line, parallel and 60 feet North of the South line of Section 16, North 89 degrees 23 minutes 00 seconds West, 1,309.18 feet to the East line of the Penn Central Railroad Right-of-Way Line; thence along said East railroad right-of-way line North 00 degrees 06 minutes 37 seconds East, 2,538.72 feet to the East/West 1/4 line of Section 16 as monumented; thence continuing along said East railroad right-of-way line North 00 degrees 00 minutes 57 seconds East, 1,317.04 feet (recorded as 1,317.08 feet); thence South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet (recorded as 1,329.40 feet); thence South 00 degrees 29 minutes 29 seconds West, 1,317.23 feet (recorded as 1,314.36 feet) to the aforementioned East/West 1/4 line of Section 16; thence South 00 degrees 21 minutes 08 seconds West, 30.78 feet (recorded as 33.63 feet); thence South 89 degrees 24 minutes 55 seconds East, 241.85 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.87 feet; thence South 00 degrees 21 minutes 00 seconds West, 165.00 feet; thence South 89 degrees 25 minutes 18 seconds East, 986.35 feet; thence South 00 degrees 40 minutes 21 seconds West, 594.68 feet; thence South 89 degrees 24 minutes 16 seconds East, 26.37 feet; thence South 00 degrees 10 minutes 00 seconds West, 68.57 feet (recorded as 65.00 feet); thence South 89 degrees 30 minutes 28
seconds East, 222.86 feet; thence South 00 degrees 40 minutes 23 seconds West, 327.65 feet; thence North 88 degrees 52 minutes 45 seconds West, 554.92 feet; thence South 00 degrees 41 minutes 01 seconds West, 905.65 feet; thence North 89 degrees 23 minutes 00 seconds West, 167.27 feet; thence North 00 degrees 33 minutes 33 seconds East, 260.00 feet; thence North 89 degrees 23 minutes 00 seconds West, 335.17 feet; thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet; thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet; thence South 00 degrees 14 minutes 00 seconds West, 530.23 feet to the Point of Beginning.

Commonly Known As: 7191 Seventeen Mile Road, Sterling Heights, MI 48313

Tax Parcel ID: 10-16-401-005-000 and 10-16-426-021-000
RESOLUTION

A resolution of the Sterling Heights City Council approving the application by HTI Cybernetics, Inc. for an Industrial Facilities Exemption Certificate at 40033 Mitchell Drive.

Minutes of the regular meeting of the City Council of Sterling Heights, Michigan, held on the 16th day of July, 2019, at the City Hall, 40555 Utica Road, in Sterling Heights, Michigan, at 7:00 p.m.:

PRESENT:

ABSENT:

The following preamble and resolution were offered by: _________________________ and supported by: _________________________.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 6, 2016, the City Council established by resolution an Industrial Development District (IDD) for the real property commonly known as 40033 Mitchell Drive and being more particularly described below; and,

WHEREAS, HTI Cybernetics, Inc. (Applicant) has filed an application for an Industrial Facilities Exemption Certificate with respect to a new, leased 189,500 square foot facility located at 40033 Mitchell Drive within the IDD; and,

WHEREAS, before acting on said application, the City Council of Sterling Heights held a public hearing on July 16, 2019, at 40555 Utica Road, in Sterling Heights, MI at 7:00 pm, at which hearing Applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and,

WHEREAS, construction of the new facility had not begun earlier than six (6) months before April 30, 2019, being the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and,

WHEREAS, completion of the new facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Sterling Heights; and,

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes with the City of Sterling Heights, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.
NOW, THEREFORE,

BE IT RESOLVED that:

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Sterling Heights, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Sterling Heights.

2. The application by HTI Cybernetics, Inc. for an Industrial Facilities Exemption Certificate is hereby approved with respect to the investment at and occupancy of the new facility on the following described parcel of real property situated within the Industrial Development District, to wit:

LEGAL DESCRIPTION

CHALK SPADE INVESTMENTS (USA), INC.

STERLING ENTERPRISE PARK, UNIT 4
Parcel was split & combined from 10-16-401-005 & 10-16-426-021 to create 7 units (10-16-451-001 thru -007) for 2018.
ORIGINAL ACREAGE / 152.637 ACRES PRIOR TO SPLIT

PIN: 50-10-10-16-451-004
a/k/a: 40033 Mitchell Drive

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Sterling Heights, County of Macomb, Michigan, at a regular meeting held the 16th day of July, 2019.

Melanie D. Ryska, City Clerk
# CITY OF STERLING HEIGHTS ASSESSING OFFICE  
PROPERTY TAX ABATEMENT CALCULATION  
UTICA SCHOOL DISTRICT

**DATE:** JULY 16, 2019  
**APPLICANT:** HTI CYBERNETICS, INC.  
**ADDRESS:** 40033 MITCHELL DRIVE  
**PARCEL NUMBER:** 50-10-10-16-451-004

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<th>IFT</th>
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<th>FULL AD VALOREM</th>
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<tbody>
<tr>
<td>REAL PROPERTY</td>
<td>PERSONAL PROPERTY</td>
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</tr>
<tr>
<td>UTICA SCHOOL MILLAGE RATE: 15.4949</td>
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<th>YEARS</th>
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<th>REAL PROPERTY TAXABLE VALUE</th>
<th>CITY MILLAGE RATE</th>
<th>CITY TAX</th>
<th>SCHOOL MILLAGE</th>
<th>SCHOOL TAX</th>
<th>UTICA SCH. DIST TOTAL MILLAGE</th>
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REAL PROPERTY TAXES ABATED OVER TERM (Rounded): $ 682,020  
TOTAL PROPERTY TAXES ABATED OVER TERM: $ 1,304,120  
TOTAL TAXES ABATED OVER TERM: $ 2,240,050

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<th>CITY MILLAGE RATE</th>
<th>CITY TAX</th>
<th>SCHOOL MILLAGE</th>
<th>SCHOOL TAX</th>
<th>UTICA SCH. DIST TOTAL MILLAGE</th>
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PERSONAL PROPERTY TAXES ABATED OVER TERM: $ 682,020  
TOTAL TAXES ABATED OVER TERM: $ 1,304,120  
TOTAL TAXES ABATED PER YEAR: $ 56,835  
TOTAL TAXES ABATED PER YEAR: $ 108,677  
TOTAL TAXES ABATED PER YEAR: $ 186,671
AGENDA STATEMENT

**Item Title:** To Introduce an ordinance amending Chapter 2 of the City Code to create a Youth Advisory Board (Presentation - Donald P. DeNault, Jr., Assistant City Attorney).

**Submitted By:** City Attorney

**Contact Person/Telephone:** Marc Kaszubski, City Attorney - 586.726.1000

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

**Executive Summary**

With significant challenges facing young people across the United States, there is an incentive for municipalities to engage with this segment of the population to develop mutually beneficial solutions. Young people possess the talent, ideas, and energy to enrich the local community, but need an open forum to be heard. In recent years, municipal leaders across the country have come to understand the importance of not only involving youth through volunteerism, but in inviting youths to take an active role in shaping city policies, events, and programs through the implementation of youth advisory panels that are designed to foster communication and promote the mutual exchange of ideas and experiences, to better address matters pertaining to youth-related issues.

The concept of a youth advisory panel is relatively new, and appears to have originated, at least in Michigan, through local community foundations. For example, the Community Foundation of Holland/Zeeland area’s Youth Advisory Committee is a group of 18-20 high school students who are responsible for reviewing and recommending grants for programs that benefit area youth. Since that time, many other Community Foundations formed youth advisory panels to involve youth in planning and creating various programs, reviewing grant requests, and in fundraising efforts designed to address the concerns and issues facing today’s youth. Michigan communities, by comparison, have been relatively slow to follow the model created by the local community foundations, and only a few such youth advisory panels have been established across the State, with most of these panels being created by local municipal resolution, as opposed to through adoption of an ordinance, which is more common throughout the country.

In order to prepare the most comprehensive and current ordinance that builds on the efforts in other communities throughout the country, as well as create the best possible youth advisory body for Sterling Heights, the City Attorney extended the research outside of Michigan and reviewed ordinances, resolutions, and bylaws created by communities in Arizona, California, Indiana, Maryland, Missouri, New Jersey, New York, Oregon, and Texas. Although similar in design, every community’s youth advisory panel has its own unique nuances. In addition to incorporating the best practices
nationwide, the proposed ordinance is also designed to fit the needs and goals of the City of Sterling Heights by establishing the following:

1. Creation of a Youth Advisory Board with specific goals and purposes.

2. Setting the size of the Youth Advisory Board at 15 members, appointed by the City Council each year in June.

3. Requiring that members be high school students when appointed, from a wide range of backgrounds and interests, with a minimum 3.0 GPA (or middle school equivalent for freshmen) and a school record free of serious discipline.

4. Terms would be for 1 year, and a parental release will be required prior to serving.

5. Members could be removed by the City Manager, after a hearing, for conduct that adversely impacts the Board.

6. Members may be reappointed for consecutive terms, or the City Council could appoint new members each year.

7. The City Manager and Community Relations Director will design the application process, and applicants will be interviewed and ranked based on specific criteria.

8. Meetings of the YAB will be held once per month during the school year at City Hall or another City facility so City staff can be available to assist.

9. Meetings of the YAB would not be subject to the Open Meetings Act, but the YAB will be required to hold one public meeting in March, April, or May each year to review its accomplishments and ideas, and to hear from the public.

10. A summary of the YAB’s events and accomplishments will be presented to the City Council during the summer months (when school is not in session).

11. The YAB will have specific objectives, culminating in recommendations to the City Council and City Manager on matters pertaining to youth-related issues, and in creating and maintaining a three-year action plan for City Council to consider.

**Suggested Action:**

Resolved, to introduce the ordinance amending Chapter 2 of the City Code to create a Youth Advisory Board.
AN ORDINANCE TO ADD DIVISION 13 TO ARTICLE III OF CHAPTER 2 OF THE
CITY CODE TO CREATE A YOUTH ADVISORY BOARD

THE CITY OF STERLING HEIGHTS ORDAINS:

SECTION 1. Division 13 of Article III of Chapter 2 of the City Code is created to read as follows:

2-150.46-2-150.49. RESERVED.

DIVISION 13. YOUTH ADVISORY BOARD

2-150.50 PURPOSE AND FINDINGS; CREATION.

(A) Pursuant to the City Charter, the City Council has the authority to establish advisory boards and commissions, and the City Council has determined that establishing a Youth Advisory Board for young community members who wish to become more involved in community issues and learn about local government will be beneficial to the City.

(B) The City Council desires to establish a Youth Advisory Board for the following purposes:

(1) To facilitate the involvement of young people of the community in the government process;

(2) To provide insight, feedback, advice, and recommendations from a youth perspective to City Council and City Administration on issues of interest to youth in the City;

(3) To educate the youth of the City about City government;

(4) To enable youth to participate in improving the quality of life in the community; and

(5) To facilitate community outreach.

(C) Therefore, the Youth Advisory Board of the City of Sterling Heights is hereby established.
**Charter reference:**

*Establishing advisory boards or commissions, Section 7.20(B).*

**2-150.51. MEMBERSHIP; APPOINTMENT; TERMS; OFFICERS.**

(A) The Youth Advisory Board shall consist of fifteen (15) members appointed by the City Council at a meeting in July.

(B) The members of the Board shall be no younger than 14 years of age and no older than 18 years of age at the time of appointment. The City Council shall appoint a diverse group of members, from a range of backgrounds and interests. Members must be maintaining, at the time of appointment, a minimum 3.0 grade point average (GPA) or middle school equivalent for incoming freshmen, and may not have any long-term suspensions or expulsions in their school records.

(C) Members shall serve without compensation. Terms for each member shall begin on July 1 and end at the conclusion of June 30 each year. Members may begin serving after providing a written and signed release form from the member’s parent(s)/guardian(s) and upon taking and subscribing to the constitutional oath of office. Each member’s service shall end, and a vacancy shall exist, upon the occurrence of any of the following:

1. Written resignation of the member, effective upon acceptance by the City Council;
2. Departure, long-term suspension (more than ten (10) days), multiple suspensions, or expulsion from high school;
3. Change of residency to a location outside of the City;
4. The member reaching the age of nineteen (19); or
5. Removal of the member by the City Manager, after a hearing conducted by the City Manager’s designated hearing officer(s), for misconduct, nonperformance of duty, and/or behavior that jeopardized/jeopardizes the safety, credibility, or integrity of, or the orderly conducting of business by, the Board or any of its members, either directly or indirectly.

Members may be reappointed to the Board for consecutive terms, or the City Council may appoint a new member after a member’s term expires.

(D) The Board shall elect at its first meeting prior to or during the school year for which the members were appointed, by a majority of its members appointed and serving, three (3) of its members to serve as chair, vice chair, and secretary, respectively. A member
may not hold the same office for two (2) consecutive years. When any officer’s appointment to the Board expires or becomes vacant, the Board shall elect a new officer for that position. The Board shall determine the duties of each officer position, except:

(1) The chair shall preside over all meetings and may appoint committees to research issues;

(2) The vice chair shall assume the duties of the chair in the chair’s absence, and shall prepare an annual report with assistance from other members and the adult advisors summarizing the activities of the Board for delivery to the City Council in May; and

(3) The secretary shall call the roll for attendance and roll call votes, prepare and receive correspondence, and assist with creation of the meeting minutes.

City staff shall publish any required notices and shall prepare the formal minutes of the meetings with assistance from the secretary. Because the Board is advisory in nature, its minutes shall include the substance of its discussions and recommendations, rather than be cursory in nature.

(E) The Community Relations Director, or designee of that department, shall serve as an advisor and staff liaison to the Board.

(F) All Youth Advisory Board members shall be selected via an open application process developed by the City Manager and Community Relations Director or their designees. Applications must be submitted through the Community Relations Department, which will establish the deadlines for submission. The Community Relations Director, City Manager, and/or their designees, as well as any sub-quorum number of designated members of the City Council, shall interview applicants wishing to serve on the Board. The applicants shall be ranked based upon the strength of the candidate’s application and letter(s) of recommendation, schedule and availability, willingness to commit the time and effort required for meaningful participation, and performance in the interview.

2-150.52. MEETINGS; QUORUM; ATTENDANCE.

(A) The Youth Advisory Board shall hold meetings a minimum of once each month throughout the school year. The time and date of each meeting shall be determined by the Youth Advisory Board. Special meetings may be called by the chair after providing written notice to each member a minimum of 48 hours in advance. Unless good cause exists for an exception, meetings shall be held at City Hall or other City facility so that City staff may assist with organizational needs, drafting resolutions and recommendations, and creating minutes. A majority of the members appointed and serving shall constitute a quorum for the transaction of business. Meetings shall be conducted in accordance with Robert’s Rules of
Order or such other rules as may be enacted or adopted by the Board, except that all votes on matters for transmittal to the City Council shall be by roll call vote.

(B) The chair of the youth advisory council is authorized to excuse any member from attendance at a meeting, provided that the member requested to be excused prior to the meeting or the chair excuses the absence after the meeting upon learning that an emergency necessitated the absence. Any member who is absent, without being excused, from three (3) regular meetings in a calendar year, or six (6) regular meetings in a school year regardless of having been excused, shall automatically forfeit the office. The chair shall promptly notify the City Council of the vacancy.

(C) The Youth Advisory Board may, from time to time, form sub-committees to study issues and make recommendations to the full Youth Advisory Board for the Youth Advisory Board’s consideration and recommendation to the City Council.

(D) The Youth Advisory Board shall prepare and maintain permanent minutes of the meetings, including actions taken, and shall submit the draft minutes to the City Council within five (5) business days. After final minutes are approved, the minutes shall be submitted to the City Clerk for retention and archiving.

(E) Because the Youth Advisory Board is solely an advisory body, with no authority to deliberate on, or make decisions on, matters of public policy, its meetings are not subject to the requirements of the Open Meetings Act. The Board may determine whether, and when, to hold meetings open to the public, as well as the format and rules for such meetings. The Board shall hold, at a minimum, one (1) public meeting in April, May, or June each school year to review its accomplishments and ideas during that school year, and shall present a summary of its events and accomplishments to the City Council in June or July. At the public meeting, members of the community shall be permitted to speak about and showcase issues pertaining to the betterment of community youth during a public comment period.

2-150.53. DUTIES AND RESPONSIBILITIES.

(A) Members of the Youth Advisory Board are expected to take their appointment seriously through display of leadership, courtesy, punctuality, and consistent attendance and participation. In addition, the Youth Advisory Board:

(1) Shall act in an advisory capacity and make recommendations to the City Council and City Manager on all matters pertaining to youth and youth-related issues, including matters referred to the Board for study as well as matters initiated by the Board of its own accord.

(2) Shall research initiatives outside of the City to determine how other communities are involving their youth in the development of the community.
(3) Shall identify, assist with, and advocate for public interest projects that the Board deems important to provide a public benefit to future generations.

(4) Shall assist City staff with the engagement of the City’s youth and offer recommendations for youth programming.

(5) Shall periodically attend City Council and other Board and Commission meetings to better understand local government operations.

(6) Shall monitor municipal programs and Board/Commission topics for their impact on youth in the City.

(7) Shall provide access for comment and input from the youth in the City.

(8) Shall, through its individual members, report to the student councils and/or student body of the member’s school at least once each quarter regarding the actions of the Board. Input from the school shall be brought to the Board for discussion.

(8) Shall develop, by the end of its first year of existence, and thereafter update and maintain a three-year plan of action that outlines specific areas for City Council study and the Board’s recommendations relating to those areas.

(9) Shall have no authority to make any expenditure on behalf of the City, or to obligate the City for the payment of any sums of money, but may request funding from the City Council for events or training.

(8) All recommendations and requests made by the Board shall be submitted in writing. All recommendations to the City Council must first be approved by a two-thirds majority of the members appointed and serving, and all requests submitted to the City Council must first be approved by a majority vote of the members appointed and serving.

2-150.54. VACANCIES.

Any vacancy in a position on the Youth Advisory Board may be filled by the City Council for the unexpired portion of the term of the member whose position becomes vacant.

2-150.55 - 2-150.59. RESERVED.

SECTION 2. All other provisions of the Code of Ordinances not specifically amended shall remain in full force and effect.
SECTION 3. This ordinance shall become effective immediately upon publication of a notice of adoption.

This ordinance was introduced at a _____________ meeting of the City Council of the City of Sterling Heights on the ____ day of _____________, 2019, and was duly adopted at a meeting of the City Council of the City of Sterling Heights on the ____ day of _____________, 2019.

_________________________________________
MICHAEL C. TAYLOR, Mayor

_________________________________________
MELANIE D. RYSKA, City Clerk

INTRODUCED: __________
ADOPTED: __________
PUBLISHED: __________
EFFECTIVE: __________
CITY OF STERLING HEIGHTS

Ordinance No: ___________

NOTICE OF ADOPTION OF ORDINANCE

The City of Sterling Heights has adopted an ordinance which amends Chapter 2 of the Code of Ordinances to create a Youth Advisory Board. The ordinance shall be effective upon publication of this Notice of Adoption. A copy of the ordinance can be inspected or obtained from the City Clerk’s office in City Hall, 40555 Utica Road, Sterling Heights, Michigan 48311-8009, during normal business hours.
1. Mayor Pro-Tem Liz Sierawski called the meeting to order at 7:00 p.m.

2. Mayor Pro-Tem Sierawski led the Pledge of Allegiance to the Flag and Melanie D. Ryska, City Clerk, gave the Invocation.


   Absent: Mayor Michael C. Taylor

   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 as presented.

   Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.

   Absent: Taylor. The motion carried.

5. **REPORT FROM CITY MANAGER**
   Mr. Vanderpool reminded that Sterlingfest will be held on Thursday, July 25 through 27, 2019, from 10 a.m. to 11 p.m. each day, including the traditional Arts and Craft show. The new component of Sterlingfest this year is the fireworks display held on Thursday evening, sponsored by Christian Financial
Credit Union, beginning after the main stage musical act, beginning around 9:30 or 10:00 p.m. The Mega 80’s will be the headliner on the main stage Thursday, Sugar Ray will be the headliner on Friday, and Vince Neil of Motley Crue will be the headliner on Saturday.

Mr. Vanderpool requested that City Council, following the last item on tonight’s agenda, convene a Closed Session pursuant to Section 8E of the Open Meetings Act for Council to consult with the City Attorney regarding a legal strategy in connection with the City’s pending litigation in Macomb County Circuit Court Case No. 201700052-AS.

Mr. Vanderpool stated that at the last City Council meeting, the Council directed Administration to hold an informational meeting regarding the Plumbrook Nature Trail. He provided a summary of that meeting, which was held from 6:30 p.m. to about 8:30 p.m. on June 25, 2019 at the Velocity Center. He informed about 50 residents attended, and they had numerous one-on-one conversations, followed up by numerous site visits and follow-up visits over the past week. He summarized some of the topics of discussion, one of which was the concern for crime expressed by a number of the residents. The Police Chief spent time at the meeting talking about the 31 parks and green spaces in Sterling Heights, and what they do to patrol them, explaining that the crime rates in those areas are no higher or lower than any other area of the City. He stressed this is an incredibly safe city, and that includes the parks and trail systems. He noted that last year, Channel 7 highlighted Sterling Heights as
being the sixth safest large city in the country. The Police Chief had assured that, in looking at numerous surveys from across the country, in no case was there any trending crime rates higher in or around parks and trail systems in any of the communities. He also explained they have twenty-plus certified police officers who participate in the City’s bike patrol, and they have four-wheeler quads that have state-of-the-art police equipment on it, and these can readily be deployed through any trail system or park. He stated they also have Citizens on Patrol, a voluntary group that serve as eyes and ears for the Police Department. They also have dedicated officers to each quadrant of the City who would take direct responsibility and command any extra patrols that might be needed. The Police Chief had reinforced that the City’s park systems and trails are incredibly safe and they are not seeing any concerning crime. He showed a photo of a similar trail at Nelson Park, which goes along houses, and stressed they have had no increase in crime in this area and no complaints of trespassing onto private property.

Mr. Vanderpool stated at their meeting, they talked about increasing screening for residents that may be closer to the trail than other residents, and he assured that is one of their clear objectives so they will continue to meet one-on-one with homeowners. They also work to minimize disturbance to animal habitats, and he pointed out they see this in their entire park system, noting deer are plentiful in Dodge Park, which is one of their heaviest-used parks. He addressed what the experts say about trails abutting private property, and the
President of the Grosse Pointe Realtors Association attended the meeting to talk about property values and his experience in those values increasing when being located in close proximity to trails. He referred to comments from a report in the 2019 publication of National Association of Realtors, specifically one article addressing the value of parks, trails and open spaces in residential areas.

Mr. Vanderpool explained details of the pathway and how it will run along the Plumbrock Drain. He showed an aerial marked with an approximate location of the ten-foot-wide path that will run as close to the drain as possible, well behind private property. He pointed out where the private property lines are in relation to the proposed pathway, and he assured there will be ample screening. He noted that, while the path will come closer to some residential property than others, it is still well off the private property line on city-owned property, but nevertheless, the City is agreeing to put in heavy screening for the homes affected. Some of the large open spaces where residents have come to enjoy for playing frisbee or just being a place where their kids can run, he indicated the screening will be positioned in such a way so that the homeowners do not have to see walkers or runners on the path but can continue to enjoy the open space. Mr. Vanderpool pointed out on the aerial places where homeowners, possibly previous owners and not necessarily the current owners, have trimmed back the city-owned area so they can enjoy more open space, thus exposing the proposed trail pathway area. He assured
the City is willing to put screening in the areas where the trail would be visible. He showed examples of the type of screening that will be provided. One homeowner expressed concern that they have been able to enjoy the view of the open space all these years, even though it is city-owned property, so the City is willing to pin the landscape screening slightly further back.

Mr. Vanderpool explained the question was raised as to why the trail would end at Troy Beaumont Hospital, and he explained that Troy Beaumont has been a community partner in this City and want individuals to have access to their facility. He pointed out they have an amazing pizza café and deli, serving stone oven-fired pizza. They also have a convenience center selling snacks and soft drinks, and restrooms are available, so this would serve as a popular respite point for hikers, bikers and walkers.

Mr. Vanderpool stated that there were some concerns expressed as to why the City did not provide more information on the project. This project has been in some form of discussion since 2015 and it has been discussed in many mediums. He showed a preliminary rendering of it that was on the website in 2016, noting the City was in the process of developing its first-ever non-motorized transportation plan. He reviewed some of the aspects of the non-motorized transportation plan, and he commented that there have been numerous public hearings over the years showcasing these trails. The ReCreating Recreation Initiative, launched in 2016, included numerous public forums and discussions with groups, as well as information about it provided in
the Fall 2016 edition of the Sterling Heights magazine, which is mailed to every resident in the City. In November 2016, 26,420 residents voted for the trail as a component of the overall ReCreating Recreation package. There were many other components and the trail was part of the larger package. He concluded his report that the City wants to continue to work with residents to make adjustments and do what is necessary before construction commences. He offered to answer questions from Council members.

There were no comments or questions from City Council.

6. **PUBLIC HEARING**

A. Mayor Pro-Tem Sierawski stated this is to consider the application by Palazzolo Family, LLC for a residential Planned Unit Development on approximately 19.5 acres situated on the east side of Ryan Road, north of 18 ½ Mile Road, PPCM-1215. She invited City Planner Chris McLeod to give a presentation.

Mr. Chris McLeod outlined the properties involved in this project. He stated this is a Planned Unit Development (PUD) for single-family site condominiums, with a total of 57 proposed. The existing zoning for the property is R-100. He explained the two phases of the development, which includes Spring Meadows on the western half of the development, comprised of 45 homes, with lot sizes of approximately 7,600 square feet and home sizes of approximately 2,000 square feet. Springbrook Estates II, which is an extension of Saddlebrook, include 12 custom-built homes with lot sizes of almost 11,000 square feet. The
Planning Commission conducted their portion of the review at a public hearing on May 9th and unanimously recommended approval of the PUD as presented. Mr. McLeod showed an aerial view of the site, noting the Master Plan indicates this area as single-family residential with lot sizes and densities consistent with what the applicant is generally proposing. He explained the steps in the Planned Unit Development process, noting that anything approved by Council locks the plan in between the developer and the City. He showed the overall plan and explained the details, pointing out that lots abutting the already-developed property to the north are slightly larger so they are consistent with that development. The lot reduction takes into consideration the open space that is provided on the site. The far eastern half of the property is an extension of Saddle Lane, and this provides the extension of a cul-de-sac that exists now. These will be larger homes on lots 90-feet wide by 130-feet deep. He stated the development on the western half will be private roads, and the extension of Saddle Lane will be a public road. He pointed out the open space area between the two developments which provides a common walkway, connecting the cul-de-sac to the development on the western side. He pointed out the large detention facility that will serve as a parklike setting, as well as a common open-space area along the Ryan Road frontage. Mr. McLeod showed the landscape plan and showed a depiction of the home styles on the western half of the development, noting they are mainly comprised of brick and stone and will measure approximately 2,000 square feet each. He stated these are
similar home styles to what they have seen proposed in the past year, which is
a very high-end 2,000 square foot home on a smaller lot, aimed at the “baby
boomers” who are looking to downsize their housing style. It is also attractive
to the younger market that may not want to be burdened by a significant
mortgage but still have the high-end type of home. There will be a minimum
of two bathrooms and two to three bedrooms in these units. He provided
details on the 12 lots proposed for the eastern half of the development. They
will be custom-built homes, although the developer is willing to commit to
architectural guidelines. The houses will be similar but larger, all with side-
entry garages. The north lots of the western half of the development will also
have side-entry garages, with the remainder of the homes in the western half
with front-loaded garages. He offered to answer questions.

Mr. Sam Palazzolo stated they are excited to present this Planned Unit
Development, which has been in the planning stages for about twenty years.
He stated the landscape architect and engineers for the site are also present
tonight to answer questions. He stated there are 57 lots, which is well below
the density requirements, and 5 acres of the 19-1/2-acre site are open space.
They will be providing walking trails from Springbrook Estates through the
open space to the cul-de-sac, with a gazebo and trails all the way to 19 Mile
Road. He showed a color depiction of the site development, noting the 90-foot
lots in dark green and the 60-foot lots in tan.

Mayor Pro-Tem Sierawski opened the floor for public comments.
• Mr. Paul Smith – opposed to the smaller lots.
• Mr. Jerry Sieja – in favor of the proposed project and glad the stables could remain around as long as possible.
• Mr. Charles Jefferson – unaffordable for young people; need more affordable housing.
• Ms. Christina Wrubel – abutting property owner in favor of the proposed development; likes the green space being left and the walking trails and landscaping throughout.
• Mr. Nick Cavalli – in favor of the proposed project and good use of the land; need residents to be able to afford what is being built in the City.
• Ms. Moira Smith – has friends living in the area and not all are in favor.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, to approve the application by Palazzolo Family, LLC for a residential Planned Unit Development on approximately nineteen and one-half (19.5) acres of property situated on the east side of Ryan Road, north of 18 ½ Mile Road, PPCM-1215, 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.

Councilwoman Schmidt questioned the price point for the homes.

Mr. Palazzolo explained that the smaller lots, including the 90-foot lots backing up to Springbrook Estates, will have homes that are the same size as those in Springbrook Estates, ranging from 1,800 to 2,600 square feet. They will start under $300,000 and go up to $450,000, with a lot of high-end amenities. He agreed with Mr. Jefferson that affordability is a major problem in housing, but not in this area. He stressed the Estate lots are some of the nicest lots they have developed in Sterling Heights. The homes in the eastern portion will start
at approximately $550,000 and up. They will have three-car garages, side entry and custom-designed.

Councilwoman Schmidt questioned whether people are looking for larger homes on smaller lots so they have less maintenance and upkeep.

Mr. Palazzolo replied that is the trend, and the big footprint lots are no longer in demand like they were in the 1990’s. They want open space but do not want the grass.

Councilwoman Schmidt appreciated the open space the developer is keeping, as well as the landscaping that is proposed.

Mr. Palazzolo felt this development has more landscaping than any other project he has worked on.

Councilwoman Schmidt stated they appreciate nature. She inquired as to whether the density of this project will be more intense than intended or, because of the open space, whether it will be a less intensive use.

Mr. McLeod explained that it is possibly a little denser than what would normally be expected, but if they look at what the Master Plan calls for regarding density, and what the PUD allows for, the developers are right in the ballpark. It is how it is calculated, but there is so much open space that it looks more compact. The Planning Department indicated, as part of their review, that as a true development, they are over density but when factors such as PUD allocation of density are examined, they meet it. He replied to further inquiry
that the street is an existing stub and is not a cul-de-sac. He replied to still further inquiry that it was an 8-0 vote, with one person absent.

Councilwoman Ziarko inquired as to the anticipated start date for the project. Mr. Palazzolo replied they hope to start demolition over the winter and would like to have their engineering plans in before winter as well. They would like to start construction in spring or summer of next year.

Councilwoman Ziarko questioned whether they anticipate having a model on site in about a year.

Mr. Palazzolo estimated it will be a little over a year before that occurs.

Councilwoman Koski stated she and the Palazzolo family go back many years, and she complimented Mr. Palazzolo on doing fantastic work. She questioned whether he can show the plan with the walking trails and gazebo. She felt it is unusual as far as a standard subdivision. She indicated he has created a walking path where residents can go on the outside around the gazebo and out to Ryan Road. She questioned whether the retention basin will have a fountain or anything in it to move the water.

The engineer for the project replied they will not want the water to be stagnant. She noted they will have a four-foot wet pond, although she was not sure they wanted to plan on having anything in the basin.

Mr. Palazzolo stated he has not given it that much thought; however, the only two lots that would see this retention basin would be two lots. He replied to
inquiry that he built two Home-A-Rama houses in 1992, and he provided some background on his previous developments.

Councilwoman Koski wished him well, stating this is a very unique layout. She was confident he will sell out quickly.

Councilman Radtke felt this is a wonderful development but requested clarification on the sidewalk plan.

Mr. McLeod replied that the overall sidewalk plan for the development is a little deviation from which the City is accustomed, although not uncommon. The eastern half of the development, which is the extension of Saddle Lane, will have full sidewalks on both sides of the road, which is a public roadway. At the end of that cul-de-sac, there will be a sidewalk that will go between the two developments toward the gazebo. The sidewalk will continue along the north side of Meadow Drive out to Ryan Road. He acknowledged there are portions of the Spring Meadow development that will not have sidewalks in front of their houses, and although there was a lot of debate on that issue during review and is something the City felt fairly strong about as far as requiring the sidewalks, he explained that the current configuration does not make it possible to provide sidewalks on both sides of the street. He stated Mr. Palazzolo came up with this configuration but provided reasons as to why this works, noting Spring Meadows is complete self-contained and there are no stub streets, so the traffic will be contained to those 45 lots. He informed that, when developing a more traditional cluster or planned subdivision, the
ordinance allows for some leeway in terms of providing an alternative pedestrian plan.

Councilman Radtke stated he talked to a resident in the south end who is paying $3,000 to the City for sidewalk replacement that has not been examined since 1996. He felt it is unreasonable to have a developer build some of the largest homes and not have sidewalks, and for that reason alone, he indicated he will be voting no on this development. He clarified that, while he loves the plan, the city is trying to fix, replace and add to the sidewalk plan, so it does not make sense to approve a plan without sidewalks on both sides of the street.

Mr. Palazzolo emphasized that he has the same amount of sidewalks because he is installing them through the open space, the gazebo and the detention area. He indicated it will be more usable and practical, noting the 25 lots on the south side of the development will have to walk across the street to get to the sidewalk. He pointed out that there will be no traffic because it is a self-contained development. He cited his other developments in the area, noting that there are no sidewalks within those subdivisions, and he felt it is more common not to have sidewalks in that quadrant of the City.

Councilman Radtke felt if they are trying to make the City more walkable, they need to start with the new developments. He commented that requiring residents to fix and replace their sidewalks, but not requiring sidewalks to be installed by developers is not fair.
Mr. Palazzolo disagreed that having sidewalks in front of the homes would be more walkable than having the sidewalks connecting residential areas through open spaces.

Mayor Pro-Tem Sierawski stated she grew up in a neighborhood similar to this, where there were no sidewalks. Because they did not have through streets and everyone was a neighbor or family member driving by, it was very safe. She stated she has sidewalks in her neighborhood and, while they are nice, she stated she would love to have not as many sidewalks. She was confident there are people who will appreciate this, and they have the opportunity to link the City with this path that runs all the way to Ryan Road. She felt it is a beautiful project and agreed the lower price points are affordable, adding that the higher-priced homes are still beautiful.

Yes: Koski, Schmidt, Sierawski, Yanez, Ziarko. No: Radtke.

Absent: Taylor. The motion carried.

7. ORDINANCE ADOPTIONS
   A. Mayor Pro-Tem Sierawski stated this item is to adopt the final amendment to the Appropriations Ordinance for the 2018/19 fiscal year. She opened the floor for public comments, but no one from the audience spoke.

   Moved by Ziarko, seconded by Schmidt, RESOLVED, to adopt the final amendment to the Appropriations Ordinance for the 2018/19 fiscal year.

   Councilwoman Ziarko stated she felt this has been explained very well to Council and the residents.
Councilwoman Schmidt agreed and had no questions or comments.

Councilman Radtke stated he liked the fact that they are able to add $50,000 to reserves.

Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.

Absent: Taylor. The motion carried.

8. CONSENT AGENDA

Mayor Pro-Tem Sierawski stated this item is consideration of the Consent Agenda, and she invited public comments.

- Mr. Jerry Sieja – Items “F”, “K”, “N” and “O” are all over $1 million; felt they should be explained in more detail.
- Mr. Paul Smith – agreed with Mr. Sieja; opposed to such high-cost items.
- Mr. Charles Jefferson – requested explanation of how consent agenda works and reasoning for it so residents understand.

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

A. To approve the minutes of the Regular Meeting of June 18, 2019.
B. To approve payment of the bills as presented: General Fund - $633,892.76, Water & Sewer Fund - $128,149.80, Other Funds - $1,535,187.05, Total Checks - $2,297,229.61.
C. RESOLVED, to purchase computer equipment from Access Interactive, L.L.C., 46665 Magellan Drive, Novi, MI 48377, through the Midwestern Higher Education Commission cooperative purchasing program, contract #MHEC-07012015, at a cumulative cost of $129,375, and authorize a budget amendment in the amount of $16,875 from General Fund Reserves.
D. RESOLVED, to purchase sixty-four (64) Dell 32GB 1x32GB Memory Modules from Access Interactive, LLC, 46665 Magellan Drive, Novi, MI 48377, at pricing available through the Oakland County G2G cooperative purchasing marketplace, contract #4561, at a total cost of $20,800.
E. RESOLVED, to purchase a Kubota utility vehicle, model RTV-X1100CWL-H, from Weingartz Supply co., 46061 Van Dyke Avenue, Utica, MI 48317,
at pricing available through a Sourcewell cooperative purchasing contract, #062117-KBA, in the amount of $29,273.

F. **RESOLVED**, to purchase eighteen (18) 2019 and 2020 Ford pick-up trucks, Ford transit utility vans, and Ford Escape SUV’s from Signature Ford – Lincoln, 1960 E. Main St., Owosso, MI 48867, at pricing available through the Macomb County cooperative vehicle purchasing program, bid nos. 21-18 and 71-15, in the cumulative amount of $473,414.

G. **RESOLVED**, to approve the purchase of a new dump body for the 2009 Vactor truck, vehicle #99-009, including cost of installation, from Jack Doheny Companies, 777 Doheny Court, Northville, MI 48167, at a total cost of $59,036.73.

H. **RESOLVED**, to approve an extension of the proposal by Issue Media Group for media/marketing services for a one-year period under the same terms and conditions at a cost of $32,000.00 and authorize the City Manager to execute all required documents on behalf of the City.

I. **RESOLVED**, to purchase eBooks and eAudiobooks through the Midwest Collaborative for Library Services OverDrive Group, One OverDrive Way, Cleveland, OH 44125, for fiscal year 2019/2020 in the amount of $15,000.

J. **RESOLVED**, to approve a service agreement between the city of Sterling Heights and Midwest Tape, LLC, P.O. Box 820, Holland, Ohio 43528, for the hoopla digital media download service and authorize the City Manager to sign the agreement on behalf of the City.

K. **RESOLVED**, to purchase 4,000 tons of ‘earlyfill’ and 4,000 tons of ‘late fill’ road salt at pricing available through the city of Farmington Hills’ cooperative bid for the 2019/2020 winter season.

L. **RESOLVED**, to waive the competitive bidding requirements in accordance with City Code §2-217(A)(9)(b) and approve the purchase of a rebuilt Caterpillar engine, including installation, quote 174226, from Michigan Cat, 12550 23 Mile Road, Shelby Township, MI 48315, at a cost of $20,315.35.

M. **RESOLVED**, to receive the report of the Purchasing Manager pursuant to City Code §2-221(B) regarding emergency work performed on a public sanitary sewer line at 15 Mile Road and Dodge Park Road by Pipetek Infrastructure Services, LLC, 12119 Levan Road, Livonia, MI 48150, in the amount of $34,500.

N. **RESOLVED**, to award the bid for the Medville Drive Water Main Replacement, City Project #19-334, to Superior Excavating, Inc., 1080 N. Opdyke Road, Auburn Hills, MI 48326, in the amount of $306,344.01 and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

O. **RESOLVED**, to:
(A) Approve the cost sharing agreement for asphalt resurfacing of Schoenherr Road, from 1,200’ north of 19 Mile Road to 800’ north of Clinton River Road, subject to approval by the Macomb County Department of Roads, and authorize the Mayor and City Clerk to execute the agreement on behalf of the city of Sterling Heights; and

(B) Authorize a budget amendment in the amount of $607,126 from major road fund reserves.

Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.

Absent: Taylor. The motion carried.

9. CONSIDERATION
   A. Mayor Pro-Tem Sierawski stated this is to consider approval of a collective bargaining agreement and memorandums of understanding between the City of Sterling Heights and the Michigan Association of Police (MAP) Police Clerical Employees Association for the period of July 1, 2019 to June 30, 2023. She invited Mr. Vanderpool to give a presentation.

   Mr. Vanderpool explained that Items A and B are identical so he summarized both of these agreements. He stated that each of the terms of the current collective bargaining agreements (CBA’s) expired on June 30, 2019, and in anticipation of that date, there have been ongoing negotiations, and they thankfully have two ratified agreements. He provided details of the agreements, noting they are each for four years, from July 1, 2019 through June 30, 2023. The union membership in both groups will receive increases of 2.5% in the current fiscal year, 2% in each of the following two years and 2.5% in the final year. He outlined the health care and prescription coverage, and the annual Health Savings Account contribution by the City of $2,400 for two
persons or family, and $1,200 for single persons. Employees will pay a 10% premium share implemented over the four years of the CBA’s, which will begin as 5% in 2022 and 10% in 2023. He added the Blue Cross Blue Shield high-deductible plan, with the 10% premium share, will be taken into retirement for those who are eligible. The annual extended service pay benefit is being increased by 10% at each level, consistent with previous CBA’s approved by City Council over the last couple of years. He addressed the changes in allocated leave time off and unused paid time off, stipend for those who earn a master’s degree, and City’s annual contribution to post-employment health care plan, noting all other monetary benefits remain at the levels provided under the expiring CBA. Mr. Vanderpool acknowledged the good faith and professionalism exhibited by both unions and their leadership teams, along with Assistant City Manager Jeff Bahorski and HR Benefits Manager Kate Baldwin.

Mayor Pro-Tem Sierawski opened the floor for public comments, but no one from the audience spoke.

Moved by Radtke, seconded by Ziarko, **RESOLVED**, to approve the collective bargaining agreement and memorandums of understanding between the City of Sterling Heights and Michigan Association of Police – Police Clerical Employees Association for the period of July 1, 2019 to June 30, 2023 and authorize the Mayor and City Clerk to sign all documents required in conjunction with this approval.
Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.

Absent: Taylor. The motion carried.

B. Mayor Pro-Tem Sierawski stated this is to consider approval of a collective bargaining agreement and memorandums of understanding between the City of Sterling Heights and the Michigan Association of Public Employees (MAPE) Professional and Technical Employees Union for the period of July 1, 2019 to June 30, 2023.

Mr. Vanderpool stated the terms of this collective bargaining agreement and memorandums of understanding are the same as the previous item.

Mayor Pro-Tem opened the floor for public comments, but no one from the audience spoke.

Moved by Schmidt, seconded by Radtke, RESOLVED, to approve the collective bargaining agreement and memorandums of understanding between the City of Sterling Heights and Michigan Association of Public Employees – Professional and Technical Employees Union for the period of July 1, 2019 to June 30, 2023 and authorize the Mayor and City Clerk to sign all documents required in conjunction with this approval.

Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.

Absent: Taylor. The motion carried.

C. Mayor Pro-Tem Sierawski stated this is to consider confirmation of the City Manager’s appointment of Melanie D. Davis as Community Relations Director. She invited Mr. Vanderpool to give a presentation.
Mr. Vanderpool explained City administration has completed the process required to fill the vacant Community Relations Director position. He is pleased to report the finalist recommended for appointment this evening is from Sterling Heights. He provided details on her education, work background, professional memberships and community service.

Mayor Pro-Tem Sierawski opened the floor for public comments.

- Mr. Jerry Sieja – questioned how many finalists; hoped the selected individual will connect with the residents.
- Mr. Harry Marchlones – is not familiar with the candidate; noted her qualifications.

Moved by Ziarko, seconded by Schmidt, **RESOLVED**, to confirm the City Manager’s appointment of Melanie D. Davis as Community Relations Director effective July 15, 2019 in accordance with the Charter of the city of Sterling Heights.

Councilwoman Ziarko stated they had an opportunity to meet Ms. Davis, and she added her background shows she is very qualified for the position. She stated her questions were answered by Ms. Davis, and she is confident Ms. Davis will work with the City’s best interest in mind. She pointed out Ms. Davis is a resident of this City, which is also a bonus.

Councilwoman Schmidt stated she met Ms. Davis, brought up some concerns to her, and was very satisfied with her responses. She pointed out they have seen her in action for a few years in the Chamber setting, and she has comingled well. She is comfortable with this candidate and looks forward to
working her, noting Ms. Davis loves this community and wants to see good things in the future.

Councilwoman Koski stated she met with Ms. Davis and added her credentials are impressive. When she asked Ms. Davis about the City’s ability to communicate with the residents, she provided good answers. She hopes Ms. Davis will be appointed tonight and added that she will have a fantastic way to communicate with their residents.

Councilman Radtke stated he talked with Ms. Davis and felt she will be an excellent Community Relations Director. He noted she intends to continue with the art program, and he added he has been impressed with Ms. Davis’ willingness to go above and beyond.

Mayor Pro-Tem Sierawski stated she has seen Ms. Davis at many different events, and she knows the City and its residents will be her job in her new position, serving as part of the team. She added she is in full support of this appointment.

Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.

Absent: Taylor. The motion carried.

Ms. Melanie Davis stated she is excited for this opportunity, although she acknowledged she has big shoes to fill. She has represented many business organizations, but one of the things that stands out is that the City has so many events for their residents. She assured that, as a resident of this City, she shares many of the same concerns, and she looks forward to engaging in dialog with
the residents and moving forward with some of the great things the City is
doing, keeping it a vibrant and exciting community. She stated she grew up in
this community and has raised her family here as well.

D. Mayor Pro-Tem Sierawski stated this is to consider appointments to the
City of Sterling Heights Boards and Commissions. She opened the floor for
public comments but no one from the audience spoke.

Appointment to Zoning Board of Appeals

Moved by Schmidt, seconded by Ziarko, RESOLVED, to appoint Eric Castiglia to
the Zoning Board of Appeals to a term ending June 30, 2022, subject to the
appointee meeting the qualifications set forth in Charter §4.03 and taking the
oath of office within two weeks.

Yes: Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko. No: None.
Absent: Taylor. The motion carried.

10. COMMUNICATIONS FROM CITIZENS
Mayor Pro-Tem Sierawski opened the floor for public comments.

- Mr. Harry Marchlones – important to have good fire and police
departments; cited example where police used his property to train
dogs.
- Mr. Nick Cavalli – felt discussion on trail is three years too late and trail
will be built.
- Mr. Jerry Sieja – requested update on Upton House; in favor of trail.
- Mr. Charles Jefferson – would like Meet the Candidates at night;
ReCreating Recreation millage vote counts; upcoming millages.
- Resident on Pondview (unidentified) – expressed concerns about
Plumbrook Nature Trail; thanked Council members who came out;
asked if there will be water fountains and trash containers along path.
• Mr. Kevin Hanson – in support of the trail; confident running community using the paths will do clean-ups; in favor of drinking fountain idea and willing to pay for the first one; voters approved the path.
• Mr. Paul Smith – concerned about sidewalk gaps along 18 Mile between Mound and Van Dyke.
• Business owner (unidentified) – opposed to trail; met many people in opposition; urged Council to delay or stop project.
• Ms. Moira Smith – opposed to trail; Fourth Amendment addresses private property rights; felt the paths result in increased crime, drinking and loitering.
• Ms. Linda Komer – appreciated City Council and administration listening to residents’ concerns; originally opposed but has changed her mind; being able to bike on a trail is safer than along the road.
• Ms. Nancy Hoffman – location of restrooms at Troy Beaumont Hospital.
• Mr. Amir Castro – opposed to trail; felt it will be a nuisance for abutting residents, including his parents and himself.
• Resident in home affected by trail (unidentified) – opposed to concerned trail will attract intruders to abutting homes.
• Ms. Anna Korkevich – opposed to trail; concerned trail is wide enough for cars; area is a wetland.
• Ms. Aleksandra Urban – welcomed Ms. Davis in her new position; thanked City administration for meeting onsite with homeowners abutting proposed trail; concerns regarding the trail.
• Mr. Manish Patel – opposed to trail; enjoys his backyard and its natural setting; not opposed to trails in parks but should not disrupt nature preserve.
• Resident (unidentified) – concerns about transformer on his property and proposed trail located only ten feet away.

11. REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL
Mr. Vanderpool addressed the questions raised by residents. He explained the Upton House was damaged due to a water main break and there was significant interior damage. They have been working through the insurance company and will be proceeding with HVAC replacement in July and other work throughout this construction season. He noted the work they will be doing inside the Upton House equates to about $150,000 in replacements and restoration. They are accelerating the exterior improvements to get everything
done this construction season, so a total of about $300,000 in improvements will be done this year, and he outlined details on the work being done.

Mr. Vanderpool addressed the question about the Consent Agenda and the fact that there were varying dollar amounts on that agenda. He explained that the Consent Agenda is for routine items to be purchased, and those have been thoroughly reviewed by City Council through their strategic planning and budgetary process. He assured the entire backup is provided, just as it is for any other agenda item. He added that items can be pulled from the Consent Agenda as well and he will generally reply to questions on that agenda during this portion of the meeting.

Mr. Vanderpool addressed the question about sidewalks along 18 Mile Road. He acknowledged there is a patchwork of sidewalk from Van Dyke to Mound, and he assured the City is concerned about it and has been working on it for some time. They have been working with Ford Motor Company to get the necessary easement across their property, which has now been obtained. They will be putting in the sidewalk in front of the DPW Building as part of that expansion and improvement project beginning this construction season. He hoped all of the gaps will be filled this construction season, including the portion in front of KBC Tools. They have been meeting with DTE Energy to make sure they can light up that entire walkway. There are some legal hurdles with regard to easement acquisition but they are working diligently on it.
Mr. Vanderpool addressed concerns about the pedestrian crossing on 19 Mile, and he assured they will be working to improve that crossing. They will have pavement markings and lighted signage, and this has been used effectively in other areas. He referred to some of the specific areas where these pedestrian signals have been used.

Mr. Vanderpool recalled a couple of residents spoke about empty beer cans found on their property adjacent to the Clinton River. He stated he will check their records to see if there was a 911 call made for trespassing or loitering. He encouraged residents who notice littering to call the City and he assured the City will dispatch someone immediately to pick it up. Any trespassing, with or without a bike trail, should be reported and 911 should be called.

Mr. Vanderpool noted there was a question about the restrooms at Troy Beaumont, and he assured he knows exactly where they are located. There was mention that some of the path is in the wetlands, and he clarified that is not accurate. While portions of the paths are in the floodplain, there are pathways throughout the City that are in the floodplain, and that is permissible by MDEQ, or EGLE (Environment, Great Lakes & Energy). He assured they have had discussions with EGLE representatives, with respect to this specific path, and their engineers know exactly what the requirements are. He assured there are no red flags or concerns with this path. He offered to answer further questions from Council.
Mayor Pro-Tem Sierawski stated if there are any questions or concerns that the residents would like Mr. Vanderpool to address, they can leave their name and phone number with Clerk Ryska.

Councilwoman Schmidt stated she was notified this week that Mike Thomas, a very active volunteer in the Sterling Heights Boy’s Baseball Club, suddenly passed away. She wanted to thank him and his family for all they have done.

Councilwoman Schmidt thanked the residents who showed up to the meeting last Tuesday regarding the trail. She indicated there were four Council members there, and she thanked the administration for organizing the meeting. She stated there were more people than she anticipated who walked away satisfied with the changes made. She added that, when walking the trail the next day with other members, she saw some of the concerns and got a better understanding of how this path will not be visible from a lot of the abutting homes. She felt the Police Chief was very upfront on whether they need to increase patrols, and Mr. Langlois assured that the City will be on top of any litter issues. She was glad to see buffers will be going in, noting there are some properties where they can put the buffer much closer to the homes, and after speaking with the residents, they opted to make that buffer further into the trail, thereby affording the residents more of a view. She acknowledged there are many deer throughout the City, and as they walked the trail, they could see the deer footprints, but she added that the wildlife adapts. She understood that no one likes change, and she is sympathetic to it. She also
acknowledged that, while the ReCreating Recreation millage did not pass by a
big margin, it still passed, and she has to respect that. She urged residents who
have concerns to contact Mr. Vanderpool, adding that he and Mr. Bahorski
have been great about going out to individual homes to meet with the
homeowners. She assured the City wants to work with the residents and would
never do anything to encourage vandalism, loitering or littering.
Councilwoman Ziarko stated she has been receiving emails, calls and messages
from residents in favor of this trail who do not want to come forward for fear of
retribution. She is glad the residents who have been opposed have attended
the meetings and expressed their concerns, and she enjoyed her walk along
the proposed trail. She is happy for the adjustments they are making so they
can preserve as much privacy as possible for the residents. She stated she was
surprised, when looking at lot lines, to see how these residents have been able
to enjoy city-owned property that was a collective investment for everyone
who lives in the City. She pointed out this property does not only belong to
the residents abutting it but it belongs to 130,000 people, yet the abutting
residents have enjoyed it as part of their own backyards. In order for the
residents to get their privacy back, the City has to put more money into it to
put in extra trees because they want the residents to be happy. She stressed
that being close to trails and parks is a factor that increases property values.
She understands fear of the unknown, but she felt this will be a good thing and
is part of what the residents in the City voted on, and she pointed out she
cannot override the items on which the people voted, regardless of the margin of the win. She stated she would be completely opposed to going into the nature preserve itself. She felt the difference between this trail and the one that was proposed to go along the drain owned by the County is because the City would not be in control of the latter. She stated the City is in control of what happens on this trail. She expressed confidence that they will do the best for the residents in the area as well as all of the voters in the City who voted in favor of this trail.

Councilman Radtke commended the City for what they did on behalf of the residents. He attended the meeting and agreed with Councilwoman Ziarko that this is good for the City. He indicated he walked the proposed trail and had concerns with about five of the homes; however, they have met with those homeowners and have made changes to allay those concerns. He recalled he opposed the skate park because he did not think it made sense, but he admitted he has been proven wrong because the crowds are massive and they receive no complaints. He urged anyone who has not visited Dodge Park or the Farmer’s Market to come and enjoy it. He stated he was concerned that the proposed trail would be “in the residents’ back yards” but it is clearly on city-owned land. He commented that residents actually cleared land that was not theirs in order to extend their own yards, and the City is offering to plant more trees and not hold property owners accountable for clearing land that they did not own. He supports this trail and going forward with it. When something is
put to a vote, the City is trusting the people will make the decision. He felt overturning their vote is undemocratic. He recommended homeowners call 911 if anyone trespasses on their property. He note the Clinton River is public, so if they are passing by private properties while on the river, that is legal and they are not in violation.

Councilwoman Koski provided some history of the nature preserve property acquisition and emphasized this property is special to her. She noted it is part of the Recreation Master Plan that is updated every ten years. The residents have spoken out, and she assured the path will not go through the nature preserve, but it will end at the hospital. She noted change happens, but if there is something residents feel is not right, they need to voice their opinion to City Council. She questioned whether Mr. Hanson would like to see the bike path connected to Utica Road, and requested Council and administration to consider whether there is extra money in ReCreating Recreation to make the connection again at the location of the former Kleino bridge by way of a walking path from Kleino to Edison Street, where Mr. Hanson’s path has an entrance. She would like Mr. Vanderpool to look into it and for Council to consider it. She raised the issue of sidewalks, and she agreed with Mr. Smith’s concerns. She has been trying to get a sidewalk to lead to Mr. Hanson’s park on the south side of Clinton River. She encouraged the Council continues to make sure there are sidewalks leading to all major parks, possibly larger on the major roads so bicycles can also use them. She requested that a phone number be
provided for those whose sidewalks have been marked for repair, so they can contact someone if they feel it is not a necessary repair.

Councilman Yanez thanked residents who attended tonight and the previous meetings with regard to the trail. He felt it is important for residents to use their voices, not only for their own issues, but for issues that affect the City as a whole. He understands the residents’ concerns about the trail but does not believe some of the concerns are as bad as they anticipate. He stated it takes a lot of work to maintain a nice park. He urged people to use SeeClickFix to report problems. He also welcomed Ms. Davis in her new position.

Councilwoman Ziarko commented that one city downriver provided free signs for combat veterans to place in their yard, asking people to be courteous when using fireworks. She would like the City to look into providing this type of sign to combat veterans, possibly next year.

Councilman Radtke supported Councilwoman Koski’s idea of a pedestrian pathway across the Kleino bridge and would like to examine the possibility of a kayak livery at that point.

Mayor Pro-Tem Sierawski thanked everyone for attending the meeting, noting how important it is for residents to voice their opinions even if they are not in agreement with City Council. She agreed with the concern about the lack of sidewalks along 18 Mile Road. She also thanked the residents who attended the meetings on the trail, adding that she had a family emergency arise that
prohibited her from attending the meeting, although she walked the path the following day.

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

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

13. **CLOSED SESSION PERMITTED UNDER ACT 267 OF 1976**
Mr. Kaszubski stated there is one item for Closed Session this evening.

14. **ADJOURN**
Moved by Ziarko, seconded by Schmidt, to adjourn the meeting.

Roll Call: Yes – Koski, Radtke, Schmidt, Sierawski, Yanez, Ziarko.

No – None. Absent – Taylor.

The meeting adjourned into Closed Session at 10:12 p.m.

________________________________________

MELANIE D. RYSKA, City Clerk
### EXPENDITURES FOR THE MEETING OF

**July 16, 2019**

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AGENDA STATEMENT

**Item Title:** To purchase furniture for the new Community Center at unit pricing available through governmental cooperative purchasing contracts (Total cost of $155,500.24).

**Submitted By:** Office of Purchasing

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

**Administration Approvals:**

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<th>City Clerk</th>
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<tr>
<td>JV</td>
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<tr>
<td>MK</td>
<td>City Attorney</td>
</tr>
<tr>
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**Executive Summary**

The new 98,000 square foot Community Center will be furnished with office, meeting room, and common area furniture for Parks & Recreation Department personnel and patron use. To evaluate the needs for furniture and ensure the appropriate types are purchased for the Community Center, the Parks and Recreation Department, with assistance from George Hartman Architects, conducted a thorough analysis of each area and selected furniture from manufacturers HON, Trendway, SitOnIt Seating, and Global Furniture.

The requested furniture is available for purchase at very competitive pricing, with savings as much as 67% off MSRP, through various contracts awarded by governmental agencies via requests for proposals (RFPs). The City can avail itself of this pricing through RFPs conducted by OMINA Partners, f/k/a National IPA, a public entity cooperative purchasing alliance, and Fairfax County Virginia. Locally, the requested furniture is sold and serviced through Office Express, located at 1280 E. Big Beaver Rd., Troy MI 48083. The total purchase price of $155,500.24 includes warranty, delivery and installation.

Recommendation is being made to purchase office, meeting room, and common area furniture from Office Express, at pricing available through cooperative purchasing contracts awarded by OMNIA Partners cooperative purchasing program and Fairfax County, Virginia.

Please refer to the attached Staff Report, departmental recommendation and supporting documentation for additional information.

**Suggested Action:**

Resolved, to purchase office, meeting room, and common area furniture from Office Express, 1280 E. Big Beaver, Troy, MI 48083, at pricing available through cooperative purchasing contracts #R142208, #R142215, and #2015000063 awarded by OMNIA Partners and #4400006273 awarded by Fairfax County, Virginia, at a cumulative cost of $155,500.24.
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 furniture requested will be utilized by staff and residents within the various office and public spaces in the new Community Center. The Parks & Recreation Department is recommending the purchase of brand furniture from Office Express in Troy Michigan at competitive pricing available through the following cooperative purchasing contracts:

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<th>Manufacturer</th>
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<td>Hon Furniture</td>
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<td>Region 4 Education Service Center / OMNIA Partners</td>
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<td>Trendway Furniture</td>
<td># R142215</td>
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<td># 2015000063</td>
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<td>Global Furniture Group</td>
<td># 4400006273</td>
<td>Fairfax County Virginia</td>
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</table>

Funding for this purchase in the amount of $155,500.24 is budgeted in accounts 26775753 (Recreating Recreation) 972351 (Community Center).

STAFF ANALYSIS AND FINDINGS:
The Parks & Recreation Department staff worked closely with the architect, George Hartman Architects, to determine the color, style and quantity of furniture required to furnish the new 98,000 sq. ft. Community Center. The proposed furniture will installed in the following rooms / areas:

- Administrative Offices
- Conference Room
- Break Room
- Teen Room
- First Floor & Second Floor Lounge Areas

Office Express in Troy, MI provided a quote for the required furniture with discounted pricing via various public entity cooperative purchasing agreements. The quoted price includes the cost of the furniture, delivery and installation. Office Express is a major office furniture retailer, authorized retailer and installer of the requested furniture, and is fully capable for fulfilling and servicing this purchase.

Please see the attached departmental recommendation from Parks & Recreation Director Kyle Langlois, detailed quote from Office Express and supporting documentation for additional information.

STAFF RECOMMENDATION:
Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Office Express
1280 E. Big Beaver
Troy, MI 48083
Steve Victory, Sales
Date: June 20, 2019

To: Jared Beaudoin, Purchasing Manager

From: Kyle R. Langlois, Parks and Recreation Director

Subject: Community Center Furniture

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 a few left to finish before the end of 2019. One of the projects that is currently being worked on is the 98,000 square foot community center in the heart of Sterling Heights. While the construction of that building is approved and well underway, the project did not include furnishings such as office furniture or seating and tables for common areas like the lobby, teen room, or waiting areas. Over the past number of months, the Parks and Recreation Department and Hartman Architects have taken part in the design process to outfit specific areas of the community center with necessary furniture. Given the process required, it was best suited to work with a design shop and purchase through a cooperative contract, in this case, three contracts through the National IPA/Omnia Partners and one from the Fairfax County extendable contracts.

Given this information, it is my recommendation to purchase the community center office and common area furniture from Office Express in the amount of $155,500.24. Office Express is a local business that represents various furniture companies, ultimately providing us an excellent variety of options that we were able to choose from. This purchase includes furniture for the following areas of the Community Center:

1. Administrative Offices
2. Conference Room
3. Break Room
4. Teen Room
5. First Floor Lobby and Waiting Areas
6. Second Floor Lounge and Waiting Areas

The furniture chosen is commercial grade and will provide a diverse mix of seating options throughout the building, making for a comfortable setting that our residents and building patrons can enjoy on a daily basis. Any furniture with upholstery is either upgraded vinyl or stain and water
repellent fabric, which will hold up to the daily use. Many of the seats and tables in this purchase will also have power to them, so patrons can charge phone, laptops, etc while visiting without having to sit on the floor by a wall outlet. It was also very well documented that the previous Recreation Center was deficient in seating capacity for daily activities, and our time at Fillmore and using the Senior Center during construction has been more of the same, although slightly better at the Senior Center. It was imperative that we created ample opportunities for people to use while they waited for programs to end, which is what was achieved with this design.

In closing, I recommend the purchase of Community Center furniture in the amount of $155,520.24 from Office Express via the National IPA/Omnia Partners (3) and Fairfax County contracts (1). Funds are available in the Recreation Recreation budget, account 26775753- 972351. Please contact me at extension 2705 if you have any questions.

Thank you!

Cc: Mark DiSanto, Recreation Superintendent
    Denise Hartman, Hartman Architects
## National IPA QUOTE

**Date:** 6/19/2019  
**Rep:** Steve Victory

**Prepared For:** City of Sterling Heights  
**Project Name:** Community Center FINAL

### 1st Floor Teen Space

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**Subtotal:** $8,596.40

**1st Fl Conference Room**

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Subtotal: $11,909.08

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<td>GLB 7726</td>
<td>RIVER, 54&quot;w x 28&quot;d x 17.5&quot;h, Inside Curve, 2 Seat Bench, Std with Metal legs, Gangin g Hardware Included (Both Sides), Electrical Option Available, GLOBAL SEATING USA</td>
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1st Fl Mgr Workstations

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Select Paint Color: $(CHOICE) PAINT: Select Choice Paint  
Select Paint: .T1 PAINT: Platinum Metallic

Select Edge Detail: .G Smooth, Flat
Select Grommet Color: .X No Grommet
Select Top Laminate Color: $(L1STD) Grd L1 Standard Laminates
Grade 1 Laminate Selection: .D LAM: Natural Maple

Select Paint Color: $(CHOICE) PAINT: Select Choice Paint  
Select Paint: .T1 PAINT: Platinum Metallic

Select Lock Option: .L Lock: Lock
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<th>Select Paint</th>
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<td>SPECIAL 36&quot; Compress Wall Mount Storage Cabinets with NO doors</td>
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1st Floor Hallway

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<td>123</td>
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<td>$120.90 $241.80</td>
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<td>124</td>
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<td>125</td>
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<td>SIT 1051FT1.US</td>
<td>Rio, Four Leg Chair, Upholstered Seat &amp; Plastic Back, Armless</td>
<td>$133.40</td>
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Frame Information
- FC2 Silver Frame

Caster/Glide Option Selection
- GL1 Standard Multi-Surface Glide

Tablet Option Selection
- ~ No Tablet Upgrade

Plastic Shell Color Selection
- SC23 Tangerine

Fabric Grade Selection
- FG2 Fabric Grade 2

Fabric Grade 2 Selection
- SLIDE Slide Standard Color Selection

Slide Color Selections
- TANGERINE Slide Tangerine

Packaging Options
- ~ Std Packaging

**Subtotal:** $1,055.42

### 2nd Fl Lounge

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Single Fabric Upholstered Selection (River)
- ~07 Grade 07

River Grade 07 Fabrics
- ~BRIA Brisa (Ultra) 

Brisa (Ultra Fabrics)
- BS93 1-Night Navy SEAT / Apple Green BACK

Leg Finish Options (Required)
- R1 F-Round Tungsten Legs [TUN]

Power/USB Module Left Side (Seated)
- ~ Power/USB Module not Required, Left Side (Seated)

Power/USB Module Right Side (Seated)
- ~ Power/USB Module not Required, Right Side (Seated)

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<td>RIVER, 77.5&quot;w x 29.5&quot;d x 32&quot;h, 3 Seat Sofa, Std 2 Arms, Std with Metal legs, Cannot Gang at Arms, Electrical Option Available, GLOBAL SEATING USA</td>
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Single Fabric Upholstered Selection (River)
- ~07 Grade 07

River Grade 07 Fabrics
- ~BRIA Brisa (Ultra) 

Brisa (Ultra Fabrics)
- BS448 1-Apple

Leg Finish Options (Required)
- R1 F-Round Tungsten Legs [TUN]

Power/USB Module Left Side (Seated)
- ~ Power/USB Module not Required, Left Side (Seated)

Power/USB Module Right Side (Seated)
- ~ Power/USB Module not Required, Right Side (Seated)

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River Laminate Options
- ~RVL River Laminate Options

River Laminate Options
- TMP 1-Tiger Maple

Leg Finish Options (Required)
- R1 F-Round Tungsten Legs [TUN]

USB Module Coffee/End Tables (Primary Location)
- J2 M-Black, Power/USB Module, Top Center (Primary Location)
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<td>RIVER, 18&quot; Dia. x 25.25&quot;h, Round Laptop Table, Top sits above Arm, Base Slides under Sofa, Electrical Option not Available, Cannot Gang, High Pressure Laminate Only, GLOBAL SEATING USA</td>
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<td>Base Finish Options (Required)</td>
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<td>GLB 7731</td>
<td>RIVER, 30&quot;w x 30&quot;d x 17&quot;h, Square Coffee Table, Electrical Option Available, Cannot Gang, High Pressure Laminate Only, GLOBAL SEATING USA</td>
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<td>Grd 13 COM</td>
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<td>Select Back Upholstery</td>
<td>$(8) Grade 8 Upholstery</td>
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Subtotal: $18,965.10

Page 24 of 28
### 2nd Fl Waiting Areas

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<td>Grove Leg Opt</td>
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<td>Select Leg Color</td>
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**Subtotal:** $16,149.90

### 2nd Floor Hallway
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<td>143</td>
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<td>GLB S7894F</td>
<td>CITI SQUARE, Fabric, 21.5&quot;d x 64.5&quot;w x 17&quot;h, 3 Seat Bench, Std with Square Metal Legs, GLOBAL SEATING USA</td>
<td>$656.10</td>
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<tr>
<td></td>
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<td></td>
<td>Single Fabric Upholstered Selection (Citi Square)</td>
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<tr>
<td></td>
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<td></td>
<td>Citi / Citi Square Grade 05 Fabrics</td>
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<tr>
<td></td>
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<td>GPMS 1-Graded In Grade 05 Fabrics</td>
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<td>Frame / Leg Options (Required)</td>
<td>S1 F-Tungsten, Frame and Square Legs [TUN]</td>
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<td></td>
<td></td>
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<td>Ultra Cell Foam Option</td>
<td>~ (STD) Foam</td>
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<tr>
<td>144</td>
<td>2</td>
<td>GLB S7894F</td>
<td>CITI SQUARE, Fabric, 21.5&quot;d x 64.5&quot;w x 17&quot;h, 3 Seat Bench, Std with Square Metal Legs, GLOBAL SEATING USA</td>
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<td>Citi / Citi Square Grade 05 Fabrics</td>
<td>~GPMS Graded In Grade 05</td>
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<td>GPMS 1-Graded In Grade 05 Fabrics</td>
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<td>Ultra Cell Foam Option</td>
<td>~ (STD) Foam</td>
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<td>146</td>
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<td>CITI SQUARE, Fabric, 21.5&quot;d x 64.5&quot;w x 17&quot;h, 3 Seat Bench, Std with Square Metal Legs, GLOBAL SEATING USA</td>
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<td></td>
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<td>Citi / Citi Square Grade 05 Fabrics</td>
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<td>Graded In Grade 05 Fabrics</td>
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<td>~ (STD) Foam</td>
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<td>147</td>
<td>2</td>
<td>GLB S7894F</td>
<td>CITI SQUARE, Fabric, 21.5&quot;d x 64.5&quot;w x 17&quot;h, 3 Seat Bench, Std with Square Metal Legs, GLOBAL SEATING USA</td>
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Page 26 of 28
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<tr>
<th>Line #</th>
<th>Qty.</th>
<th>Product</th>
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<td>TOR</td>
<td>STINSON TESSUTO MARCATO</td>
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<td>F-Tungsten, Frame and Square Legs (STD)</td>
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<td>(STD) Foam</td>
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**Subtotal:** $6,561.00

### 2nd Floor Tech Table

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<tr>
<th>148</th>
<th>1</th>
<th>TRW</th>
<th>ZEFRECT48180-</th>
<th>TRIM COLOR</th>
<th>Top Wilsonart HPL Shadow Jigsaw</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>High-Pressure Laminates</td>
<td>Outside Wilsonart HPL Shadow Jigsaw</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FS Edge Type</td>
<td>Inside Formica Graphite</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>FS Edge Type-Base</td>
<td>Edge Graphite Standard Vinyl Edgeband</td>
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<td></td>
<td></td>
<td>High-Pressure Laminates-Base</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>Unit Color</td>
<td>Grommet 2&quot; x 12.75&quot; Grommet Cutout, Center</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>Top Color</td>
<td>Grommet 2&quot; x 12.75&quot; Grommet Cutout, Right Side</td>
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</tbody>
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| 149  | 1    | TRW    | ZEFRECT48180- | HPL Laminate Upcharge | $1,000.00 |

| 150  | 3    | ECA    | COV-U | Cove Series Pwr/USB | $330.77 |


| Frame Information | FC2 | Silver Frame |
| Glide Option Selection | GL1 | Standard Multi-Surface Glide |
| Plastic Shell Color Selection | SC23 | Tangerine |
| Fabric Grade Selection | FG2 | Fabric Grade 2 |
| Fabric Grade 2 Selection | SLIDE | Slide Standard Color Selection |
| Slide Color Selection | TANGERINE | Slide Tangerine |

**Subtotal:** $7,997.82
<table>
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<tbody>
<tr>
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<td>Tariff Surcharge - Sit On It</td>
<td>$275.00 $275.00</td>
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<td></td>
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<td>Deliver + Install</td>
<td>$12,000.00 $12,000.00</td>
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<td></td>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>$155,500.24</strong></td>
</tr>
</tbody>
</table>
June 18, 2019

Kyle Langlois, CPRP
Sterling Heights Parks & Recreation
40555 Utica Road
Sterling Heights, MI 48311

Dear Kyle,

As the Business Development Manager for the HON Company, I would like to thank you for considering our office furniture for your new facility in Sterling Heights. As you may know, HON is a trusted supplier of quality furniture that is backed by a lifetime warranty.

For your reference, I am writing to confirm that Office Express, located in Troy, MI is an authorized Omnia Public Sector (formerly National IPA) dealership. Please let me know if you need additional information from me.

I look forward to working with you on this large project. Thanks again for your consideration of HON office furniture.

Sincerely,

Mark Dunn
Sr. Business Development Manager
dunn@honcompany.com
OMNIA Partners, Public Sector

#R142208 - Furniture and Installation May 1, 2015 - April 30, 2020
#R180403 - Ergonomic Solutions April 1, 2018 - March 31, 2021

THE POWER OF ONE

One call. One vendor. One purchase order. That's what The HON Company and OMNIA Partners, Public Sector deliver. The HON Company designs and manufactures government, education and workplace furniture including chairs, tables, desks, workstations and storage. We are a single source for all of your workplace furniture needs, from private offices to training spaces to collaborative areas to archival storage. Headquartered in Iowa with a distribution network of trusted dealers throughout the US, HON is always around to provide the best possible experience for you and your customers.
The OMNIA Partners, Public Sector contract provides the ability to leverage the combined purchasing power of over 45,000 government agencies resulting in a savings of at least 50% on every HON order. Save time. Reduce cost. Minimize hassles. And leverage the buying power of HON and OMNIA Partners, Public Sector today!

There are no fees, minimums, or obligations to participate! To register or for more information, please visit omniapartners.com.

PLEASE CONTACT HON GOVERNMENT CUSTOMER SUPPORT WITH ANY QUESTIONS.
(Phone) 800.466.8694
(Email) hongsatemail@honcompany.com

Better Together

<table>
<thead>
<tr>
<th>Tier</th>
<th>Total Order at List</th>
<th>Systems &amp; Pedestals</th>
<th>Vertical &amp; Lateral File Storage</th>
<th>Tables, Desks, Casegoods</th>
<th>HON Branded Setting</th>
<th>HON Product Backed by Limited 5-Year Warranty</th>
<th>Education</th>
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<tbody>
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</tr>
<tr>
<td>2</td>
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<td>65.0%</td>
<td>61.0%</td>
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<td>58.0%</td>
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<td>Negotiated</td>
<td>Negotiated</td>
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*Contract #R180403 Ergonomic Solutions does not include HON product backed by Limited 5-Year Warranty.*

Visit hon.com/omniapartners to view the OMNIA Partners, Public Sector Catalog.
February 27, 2015

Mr. Derek Schmidt
Vice President, Finance
The HON Company, LLC
200 Oak Street
Muscatine, Iowa 52761

Re: Award of TCPN Contract# R142208

Dear Mr. Schmidt:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, The HON Company, LLC has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

<table>
<thead>
<tr>
<th>Commodity/Service</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture &amp; Installation</td>
<td>The HON Company, LLC</td>
</tr>
</tbody>
</table>

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142208. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and The HON Company, LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

[Signature]

Jason Wickel
President
June 19, 2019

Kyle Langlois, CPRP
Sterling Height Parks & Recreation
40555 Utica Road
Sterling Height, MI 48311

Dear Kyle:

Trendway Corporation certifies that the following Dealer is an authorized Trendway Distributor in good standing:

Office Express, Inc
1280 E. Big Beaver Rd.
Troy, MI 48083

This Dealership is authorized to design, sell, install, and remove our products.

Trendway’s Omnia Partners Public Sector (formerly National IPA) Contract #R142215 and #R180102.

Should you require additional information, please do not hesitate to contact me 616-994-5340.

Sincerely,
TRENDWAY CORPORATION

Patti J. Vander Hulst
Patti J. Vander Hulst
Administrator, Contracts Sales
Furniture and Installation
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: RFP# 14-22

RFP Issued: October 30, 2014

Pre-Proposal Date: None

Response Due Date: December 10, 2014

Proposals Received: 76

Awarded to: Trendway Corporation

The Board of Directors of Region 4 Education Service Center (ESC), with the assistance of The Cooperative Purchasing Network (TCPN), issued RFP 14-22 for Furniture and Installation on October 30, 2014, to establish a national cooperative contract for furniture and installation.

National Cooperative language was included the RFP, A. Introduction, I. Background and Region 4 Education Service Center. It states:

“Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract ("contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable”.

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.”

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Daily Journal of Commerce, OR
- The New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate - New Orleans, LA
- The Arizona Republic, AZ
- The Daily Record, NY
- The Herald News – Will County, IL
- Florence Reminder & Blade Tribune, AZ
- The Salt Lake Tribune, UT
- Region 4 Education Service Center website
- TCPN Solicitation Screen Shot
- USA Today
On December 10, 2014 proposals were received from the following offerors:

- Adden Furniture, Inc.
- Allsteel, Inc.
- American Seating Company
- AmTab Manufacturing Corporation
- Anthro International, Inc. *dba* Sitmatic
- Artecobell Corporation and Midwest Folding Products
- Artopex, Inc.
- BCI Eurobib USA
- Bretford Manufacturing, Inc.
- Brodart Co.
- Contrax Group, LLC/Contrax Furnishings, LLC
- Coyote School Furnishings
- Cramer, LLC
- D3 Inc. *dba* 9 to 5 Seating
- Demco, Inc.
- Enwork
- ERG International
- Escato Corporation
- ESI Ergonomic Solutions
- Exemplis Corporation
- Fairway Holdings *dba* Berco Furniture Solutions
- Fleetwood Group
- Groupe Lacasse, LLC
- Haskell Office, LLC
- Hertz Furniture
- High Point Furniture Industries, Inc.
- Highmark Smart, Reliable Seating, Inc.
- Indiana Furniture
- Inscape/Office Specialty
- Interior Systems, Inc.
- ISE, Inc.
- James Edwards Furniture
- Jasper Group (Jasper Seating Company, Inc.)
- Jonti-Craft, Inc.
- JSJ Furniture Corporation *dba* izzy+
- Krueger International, Inc.
- Krug, Inc.
- Lakeshore Learning Materials
- Liat, LLC
- Magnuson Group
- Mayline Company, LLC
- Metalworks Inc. *dba* Great Openings
- MJ Industries, Inc.
- Nickerson Corporation
- Norix Group, Inc.
- Nu-Idea School Supply Co., Inc.
- Office Depot, Inc.
- OFS Brands Holdings, Inc.
- Paladin Caseworks, Inc.
- Palmieri Furniture Limited
- Paoli, LLC
- Phoenix Safe International, LLC
- Rapp Productions *dba* Furniture Lab
- RT London
- Saxton Bradley, Inc.
- Scholar Craft Products, Inc.
- School Outfitters
- School Specialty, Inc.
- Sedia Systems, Inc.
- ShuttleSystem *aka* Navetta
- SICO America, Inc.
- South Texas School Furniture (a division of Lavaca County Office Supply, Inc.)
- Spectrum Industries, Inc.
- Teknion, LLC
- Tesco Industries, LP
- The Gunlocke Company, LLC
- The HON Company, LLC
- Trearc Brands *dba* EKO
- Trendway Corporation
- Trinity Furniture
- Vanerum Shelter Acquisition, LLC
- Versteel
- VIA, Inc. (Via Seating)
- VS America, Inc.
- Watson Furniture Group, Inc.
The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend awards to Allsteel, Inc., Artcobel Corporation and Midwest Folding Products, Contrax Group, LLC/Contrax Furnishings, LLC, Enwork, Exemplis Corporation, Hertz Furniture, JSJ Furniture Corporation dba izzy+, Krueger International, Inc., Mayline Company, LLC, Office Depot, Inc., OFS Brands Holding, Inc., Teknion, LLC, The Gunlocke Company, LLC, The HON Company, LLC, Trendway Corporation, and VS America, Inc. The vendors submitted comparable proposals with competitive pricing and product ranges.

On February 24, 2015 the Board of Directors of Region 4 Education Service Center (ESC) approved the multiple awards for furniture and installation. On April 14, 2016 the Board of Directors of Region 4 added approval for an award for furniture and installation to Trendway Corporation.

The Board of Directors of Region 4 Education Service Center and The Cooperative Purchasing Network (TCPN) executed the agreement with a contract effective date of May 1, 2015.

Contract Highlights:
- Complete catalog offering (open plan offices, architectural products, waiting areas, seating, conference & training rooms, creative + collaborative spaces, and private offices)
- Easy On-line Ordering
- Value Add include: On Time or On Trendway and Design Services

Pricing/Discount: Tier discount off catalog

Term:
Initial three (3) year agreement effective May 1, 2015 through April 30, 2018 with the option to renew for two (2) additional one-year periods through April 30, 2020.

National IPA - Contract #R142215

Tax ID: 38-1864337
Duns #: 04-368-3515
Commodity Code: 425-001-0099
NIGP Code: 425
Delivery: 45 days ARO
Prices are F.O.B. destination, freight prepaid, in the contiguous United States:

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<tr>
<td></td>
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<td>69%</td>
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<tr>
<td></td>
<td>$500,000 - 1,841,620</td>
<td>71%</td>
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<tr>
<td>Filing &amp; Storage</td>
<td>$1 - 250,000</td>
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<td></td>
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<td>67%</td>
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<td></td>
<td>$500,000 - 1,841,620</td>
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<tr>
<td>Trig Desking; Intrinsic Freestanding</td>
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<td>62%</td>
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<tr>
<td></td>
<td>$250,001 - 500,000</td>
<td>64%</td>
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<tr>
<td>Feek Fundamentals</td>
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Contract Manager:
Patti Vander Hulst
p VanderHulst@trendway.com

Customer Service: 800-893-8115
National IPA Website: IPA - Trendway

Download: National IPA FAQ
Download: IPA Vendor Contract Signature Form
Download: Credit Card Form
Download: Trendway National IPA Overview
TrendWall, Volo and Clear Wall

$1 - 7,500  
$7,501 - 15,000  
$15,001 - 25,000  
$25,001 - 50,000  
$50,001 - 100,000  
$100,001 - 1,667,779 

54%  
56%  
59%  
62%  
65%  
68%

NOTE: Services Available All Products: Design Services - $50.00 per Hour Installation Services - Not to Exceed $100 per Hour Project Management - $80.75 per Hour

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<td>February</td>
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<td>4/30/2020</td>
<td>Capture®</td>
<td>2018</td>
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<td>Trig Desking®</td>
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<td></td>
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<td>Intrinsic® Freestanding</td>
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<tr>
<td></td>
<td></td>
<td>Seating</td>
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<tr>
<td></td>
<td></td>
<td>Tables</td>
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<tr>
<td></td>
<td></td>
<td>Demountable/Moveable Walls</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volo® Movable Walls</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Orders are to be made out directly to Trendway Corporation - listing the Dealer of Record and Omnia Partners, Public Sector Contract #R142215, or to servicing Dealer noting contract #R142215

NOTE: For further information, please contact the contract manager listed above.
June 18, 2019

Kyle Langlois, CPRP
Sterling heights Parks & Recreation
40555 Utica Road
Sterling Heights, MI 48311

Dear Kyle,

Thank you for considering our office furniture for your new facility in Sterling Heights. SitOnIt is the leading task chair manufacturer in the country and with the addition of Symmetry, we offer a complete office solution.

For your reference, I am writing to confirm that Office Express, located in Troy, MI is an authorized SitOnIt, IDEON and Symmetry Dealer.

Please let us know if you need any additional information and we look forward to working with you.

Sincerely,

Nicholas Bramson
Exemplis Manufacturers Representative
nick@csgreps.com
Educational Furniture
Executive Summary

Lead Agency: Norfolk Public Schools
RFP Issued: October 29, 2014
Date Open: December 9, 2014

Solicitation: RFP #15006FL
Pre-Proposal Date: November 14, 2014
Proposals Received: 13

Awarded to:

The Norfolk Public Schools, VA Department of Purchasing & Supply issued RFP #15006FL on October 29, 2014 to establish a national cooperative contract for educational furniture, related equipment and services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- eVA CustomerCare@dgs.virginia.gov
- The Virginian-Pilot
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On December 9, 2014 proposals were received from the following offerors:

- Contrax
- Irwin
- The Educational Outback
- Krueger International
- American Seating
- D3, Inc. d/b/a 9 to 5 Seating
- BCI Eurobib USA
- SICO
- Sedia Systems
- Academia
- Exemplis Corp
- RT London
- Wenger

Page 1 of 2
The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee recommended interviewing the following ten (10) firms: Contrax, Irwin, D3 – 9 to 5 Seating, RT London, American Seating, Sedia Systems, Krueger International, SICO, Exemplis, and Wenger. Upon interviewing the committee requested Best and Final Offers from the top seven (7) ranked firms with the intent to award contracts to the seven (7) suppliers.


Contract include: Educational furniture lines, related equipment and services

Term:
Initial one year agreement from March 5, 2015 through March 4, 2016, with option to renew for four (4) additional one-year periods through March 4, 2020

Pricing/Discount:
Tier Range is 48% to 58% off SitOnIt Seating Price Guide at FOB Destination

Value Added Services:
Negotiated fees per project basis for System Design, Space Planning and Layout
Support contract pricing to Designer, General Contractor or Sub-Contractor for products
# National IPA (Lead Agency Norfolk Public Schools) Contract Dealer Information Sheet

**Contract No.**: 2015000063 | **Term**: March 5, 2015 – March 4, 2020

## TVR #
- **SitOnIt Seating**: 918755
- **IDEON**: 918756

## Price Guides
- **SitOnIt Seating**: November 5, 2018
- **IDEON**: November 5, 2018

## Products
- **SitOnIt Seating**: Multipurpose seating, stacking chairs, folding chairs and dollies or trucks, designed to support stacking and folding chairs
- **IDEON**: Tables and accessories / Upholstered seating

## Volume Discount

<table>
<thead>
<tr>
<th>Tiers I-V (List Price)</th>
<th>Dealer Discount</th>
<th>Delivered Tailgate EU Discount / Dealer GP</th>
<th>Inside Delivery EU Discount / Dealer GP</th>
<th>Delivered &amp; Installed EU Discount / Dealer GP</th>
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<tbody>
<tr>
<td>$1 - $15,000</td>
<td>50/20/5</td>
<td>54% / 17.4%</td>
<td>52% / 20.8%</td>
<td>50% / 24%</td>
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<td>51% / 23.3%</td>
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<td>54% / 19.1%</td>
<td>52% / 22.5%</td>
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<td>$100,001 - $250,000</td>
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<td>58% / 13.3%</td>
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<td>$250,000 and up</td>
<td>Negotiable</td>
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</tr>
</tbody>
</table>

**FOB**: Destination

## Dealer SPIFF
Standard at all tiers.

## Delivery
- **SitOnIt Seating**: Ships within 2 business days using express fabrics ARO. Ships within 5 business days using all other fabrics ARO. Ships within 10 business days using leather ARO.
- **IDEON**: Ships within 10 business days using express fabrics ARO.

Please verify fabric grades on the SitOnIt Seating or IDEON website before ordering.

## Payment Terms
Net 10 -1% Discount, Net 30

## Credit Card
Credit card will be accepted.

## Cancellation
Orders which have entered any stage of production cannot be cancelled. Requests for cancellation are not accepted until acknowledged by Exemplis. In the event cancellation is accepted by Exemplis, cancellation charges may be for the entire amount of the order.

## Purchase Order Instructions
Orders must have TVR number to receive this contract’s discounting. The name of the registered End User must appear in full (no abbreviations) on the Purchase Order.

## Return & Restocking
Authorization for return must be requested from and approved by Exemplis prior to the return of the merchandise. Returns are subject to a restocking charge equivalent to 40% of the net order plus freight. Unauthorized returns will not be accepted by Exemplis.

## Warranty
### SitOnIt Seating:
- Achieve, Amplify, Anytime, Focus Executive, Focus Side, Focus Work, Freelance, Glove, InFlex, Knack, Lumin, Movi, Novo, OnCall, Prava, ReAlign, Relay, Rio, Rowdy, Social, Sona, Torsa, TR2, Wit Side and Wit Task; 10-Year on Non-Stop Heavy Duty.

### IDEON:
- 12-Year Warranty – the entire time owned by the original purchaser for all chair components including glides, casters, frames and other structural elements.
- Tables: 12-Year Warranty – the entire time owned by the original end user.
- Fabric & foam: 5 Year Warranty on all collections. COM/COL not warranted for wear or long-term adhesion.

Normal wear and tear is the specifier’s responsibility.

## Tariff Surcharge
Starting March 6, 2019, Exemplis LLC will add a tariff surcharge to all applicable National IPA Purchase Orders. The surcharge is added as a separate line item equal to 1.6% of the total net and labeled on the invoice "Tariff Surcharge". Please note, the surcharge will apply only to SitOnIt Seating and IDEON Soft Seating Products. Symmetry Office products are exempt.
National IPA

National Intergovernmental Purchasing Alliance (National IPA) is a cooperative purchasing organization dedicated to serving public agencies and educational institutions nationwide. All cooperative agreements available through the National IPA program have been competitively solicited and publicly awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district), utilizing the best public procurement practices, processes and procedures. The lead agencies are independent of the cooperative allowing the agency to be focused on the best value for the agency. The lead-agency not only prepares the solicitation, but awards, administers and utilizes the agreement for its own needs thereby limiting the award to the supplier that provides the best value to the agency and agencies nationwide.

The National IPA team of tenured certified public procurement professionals, supply chain and cooperative purchasing experts is committed to bringing value to agencies nationwide. National IPA team members are recognized as respected leaders in the discipline and have held key public procurement positions in state government, local government and education.

There is NO FEE to participate and NO OBLIGATION. For more information go to www.nationalipa.org.

Who is eligible to use National IPA?

Fairfax County – Office Furniture & Related Products
Global Contract #4400006273
Scope: Global, GLOBALCare & Offices To Go
Pricing: Current Price Lists Apply

Global, GLOBALCare & Offices To Go Discounts:

<table>
<thead>
<tr>
<th>Delivery Fulfillment</th>
<th>Discount off List</th>
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</thead>
<tbody>
<tr>
<td>Dock Delivered</td>
<td>55%</td>
</tr>
<tr>
<td>Delivered &amp; Installed</td>
<td>48%</td>
</tr>
</tbody>
</table>

Ordering Instructions:
Purchase Orders may be submitted to the Dealer, or directly to Global in care of the Dealer of Record

Please contact your local Global Distribution Center’s Customer Service Department for assistance.

This contract includes a nationwide piggybacking and may be used by any public sector organization or schools (K-12 or higher education) in the US.

Freight:
- Small-shipment handling charges may not be applied.

Service Rates
- Design Fees: $70.00/hour
- Storage Fees: $1.50/sq. ft. per week

globalfurnituregroup.com  officestogousa.com  usa.thinkglobalcare.com

Information is as accurate as possible at the time of posting. Information is subject to change at any time without notice. Errors and omissions are subject to correction.
CONTRACT TITLE: Freestanding Office Furniture and Related Products
CONTRACT NUMBER: 4400006273
RFX: 2000001621
COMMODITY CODE: 96742
CONTRACT PERIOD: Date of award through August 31, 2020
FOB: Destination
PRICING: See Attached Pricing Schedule

CONTRACTOR: Global Industries, Inc.
17 West Stow Road
Marlton, NJ 08053
Contact: Joseph Freund
Phone: 856-596-3390
Fax: 856-552-1069
Email: jfreund@globalindustries.com
Payment Terms: Net 30 Days

SUPPLIER CODE
1000020335

ORDERING INSTRUCTIONS:
Any County department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms, and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold of $10,000 will be routed to the Department of Purchasing and Supply Management and a purchase order will be issued.

Viola Laird, CPPB
Contract Specialist

DISTRIBUTION:
Department of Finance – Accounts Payable/e
Facilities Management Department – Cathy Spaine/e
Facilities Management Department – Christine Covey/e
Facilities Management Department – Rinda Edwards/e
Facilities Management Department – Bill Robinson/e
Contract Specialist – Viola Laird
Assistant Contract Specialist – Team 2
Supplier Diversity – DPSM/e

Viola Laird, CPPB
Contract Specialist

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, TTY: 711, Fax: 703-324-3681
Prices will be discounted from the manufacturer's most current price list.

Discounts from the manufacturer's price list will be quoted on the basis of:

**Installed:** All deliveries shall be inside to include uncrating, assembly, installation (if required), and removal of all debris from the premises.

**Door Delivery:** All deliveries shall be inside door delivery only. The County expects inside-the-door delivery to office buildings and warehouse loading docks.

### Manufacturer Model/Series Offered | %Discount Installed | %Discount Door Delivery | Delivery ARO
---|---|---|---
Global - The Total Office | GLOBALcare Evolve OTG | 55% | 48% | In-stock: 1-5 days
 | | | | Non-stock: 30-45 days

### OTHER FEES:

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<thead>
<tr>
<th>Fee Type</th>
<th>Type</th>
<th>Rate</th>
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<tr>
<td>Design Fees</td>
<td>Hourly</td>
<td>$70.00</td>
</tr>
<tr>
<td>Storage Fees</td>
<td>Rate</td>
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<tr>
<td>Restocking Fee</td>
<td>Fee</td>
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<tr>
<td>Installation – Regular Hours</td>
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</tr>
<tr>
<td>Installation – After Hours</td>
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<td>$105.00</td>
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AGENDA STATEMENT

Item Title: To award a bid for Upton House exterior renovations (Total expenditure of $160,144).

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

Constructed in 1866-1867 by William and Sarah Aldrich Upton, the Upton House is the oldest residential structure in Sterling Heights and now a prominent architectural fixture on the Richard J. Notte City Center campus. The Upton House provides a 152-year link to Sterling Heights historic beginnings as Sterling Township. The Michigan Historical Commission has recognized the local historical significance of the Uptown House by approving the placement of a Michigan Historic Marker near the home situated at the intersection of Utica Road and Dodge Park Road.

Because of its age and historical significance, the City must periodically maintain and repair the Upton House. Given the scope of work and the historical significance of the Upton House, an assessment was performed by an architectural firm with experience in historical homes. This assessment provided the basis for invitations to bid issued by the Office of Purchasing in three distinct phases to be completed over a three-year period:

• Phase 1 – Roofing Repair and Replacement (completed Sumer 2018)
• Phase 2 – Exterior Repairs (To be completed in Summer 2019)
• Phase 3 – Window Restoration (To be completed in Summer 2020)

An ITB for Phase 1 - Roofing Repair and Replacement, was issued on February 2, 2018, awarded by City Council on March 19, 2018, and completed on June 15, 2018. The scope of work for the remaining projects (Phases 2 and 3) includes the replacement of damaged/rotting wood on the exterior, replacement of the wood for the porches, gables, cupola, and window restoration.

A broken pipe in February, 2019 caused significant water damage to the interior of the Upton House and its contents. The repair and restoration work associated with this insurance claim has forced the temporary closure of the Upton House. To coincide with this temporary closure, the decision was made to bid out Phases 2 and 3, and complete the entire scope of work on an expedited schedule.
On May 20, 2019 an ITB was issued and a pre-bid meeting for interested contractors was conducted on May 29, 2019. Three contractors attended the pre-bid meeting and two of the three contractors submitted bids by the June 11, 2019 deadline. Upon review and analysis of the bids received, recommendation is being made to award the bid for the scope of work in Phase 2 and 3 to Mando Construction, Inc, the lowest qualified bidder at a total cost of $160,144. Mando Construction has successfully rehabilitated historical buildings and has previously completed restoration work to the Upton House with satisfactory results.

Funding in the amount of $90,000 was approved in the fiscal year 2019/20 budget to complete Phase 2 of the project. The balance of the project cost will necessitate a budget amendment in the amount of $70,144, of which $10,144 will be reimbursed through insurance proceeds available through the claim for interior damages due to the water damage event.

**Suggested Action:**

Resolved, to award the bid for Upton House exterior renovations to Mando Construction, Inc., 75 Lafayette Street, Suite 100, Mount Clemens, MI 48043, in the amount of $160,144 and authorize a budget amendment in the amount of $70,144 from General Fund reserves.
GENERAL INFORMATION:

On June 11, 2019, bids were received for exterior renovations to the historic Upton House located at the intersection of Utica Road and Dodge Park Road. Bid specifications were developed by Hooker | De Jong, an architectural and engineering firm with extensive experience in the rehabilitation of historically significant structures.

The Invitation to Bid was advertised on SHTV, posted to the MITN website, and Twitter. A pre-bid meeting was held on May 29, 2019 with three (3) contractors in attendance. During the pre-bid meeting, the contractors were afforded an opportunity to visually inspect the Upton House. Two contractors responded to the ITB with bids as indicated on the attached bid tabulation.

Funding in the amount of $90,000 is budgeted for this project in the 2019/20 fiscal year. Approval of a budget amendment in the amount of $70,144 from General Fund reserves is requested to cover the remaining balance. Insurance proceeds in the amount of $10,144 have been secured to cover a portion of the Phase 3 (window replacement) cost. This project will be charged to 43700700 (Capital Projects) 975000 (Buildings & Improvements).

STAFF ANALYSIS AND FINDINGS: The Upton House was built in 1866/67 by a founding family in the area that would eventually be incorporated as the city of Sterling Heights. The Michigan Historical Commission has recognized the local significance of the Upton House by placement of a Michigan historical marker at its current site. Due to its architectural significance, it is important to maintain the Upton House to historical standards. Over the past budget preparation cycle, the city’s Library Director worked extensively with the Historical Commission to request and secure funding to fulfill their responsibility to maintain the historic structure. Funding in the amount of $90,000 was approved and included in the 2019/20 budget.

In 2018, the architectural firm Hooker | De Jong completed a facility assessment and produced specifications for the work necessary to repair/renovate the Upton House. The resulting bid specifications subdivided the scope of work into three distinct phases:

- Roofing repair and replacement
- Exterior repairs, and,
- Window restoration.

This phased approach was recommended due to the disparity between the amount of work required and the availability of budgeted funds. In compliance with the National Historic Preservation Act, the bid specifications were delivered to and reviewed by the State Historic Preservation Officer (SHPO). The SHPO stated that “in his opinion…that the proposed undertaking will have no adverse effect on the Upton House, which is listed in the National Register of Historic Places”.
An ITB for Phase 1 was issued on February 2, 2018, awarded by City Council on March 19, 2018, with the scope of work completed on June 15, 2018. The scope of work for the remaining Phases (2 and 3) includes the replacement of damaged/rotting wood on the porches, gables, and cupola and window restoration.

The City received two (2) qualifying bids ranging in total project cost (Phases 2 and 3) from $160,144 to $211,521 (see attached tabulation). Recommendation is being made to award the bid for Phases 2 and 3 to Mando Construction, Inc., and move forward with both Phases while the Upton House is closed for renovation due to insurance claim repairs.

Mando Construction is based in Mt. Clemens, Michigan and employs 12 full-time employees. With over 19 years of experience, Mando Construction has the requisite skill to complete the repairs and restoration to this historical landmark. Mando Construction has previously performed work on the Upton House with excellent results. Mando Construction will provide the required insurance and bonding for this project.

**STAFF RECOMMENDATION:**

Please see Suggested Action on the accompanying Agenda Statement.
Notification List:
Mando Construction, Inc.
75 Lafayette Street, Suite 100
Mt. Clemens, MI 48043
Nicholas DelGreco, President
nick@mandoinc.com
Date: June 12, 2019

To: Jared Beaudion, Purchasing Manager and Facilities Maintenance Manager

From: Tammy Turgeon, Library Director

As the staff liaison to the Sterling Heights Historical Commission, I recommend that the City of Sterling Heights contract with Mando Construction for the restoration of the exterior of the Upton House (Phase 2) at a cost of $90,444 and for the restoration of the Upton House windows (Phase 3) at a cost of $69,700.

Mando Construction restored the porch of the Upton House last year and did an excellent job. The Sterling Heights Historical Commission is committed to preserving the history of the city. Restoring the Upton House so that the city's residents can learn about its history is critical to its mission. I feel confident that the work performed will meet or exceed expectations.

Please let me know if you have any further questions.
**CITY OF STERLING HEIGHTS**  
**BID TABULATION - JUNE 11, 2019**  
**ITB-SH19-037: UPTON HOUSE EXTERIOR RENOVATIONS**

<table>
<thead>
<tr>
<th></th>
<th>FH Martin Constructors</th>
<th>Mando Construction</th>
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<tr>
<td>Phase 2 Total:</td>
<td></td>
<td></td>
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<tr>
<td>Exterior repairs</td>
<td>126,043.00</td>
<td>90,444.00</td>
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<tr>
<td>Phase 3 Total:</td>
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<tr>
<td>Window restoration</td>
<td>85,478.00</td>
<td>69,700.00</td>
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<tr>
<td><strong>Bid Grand Total:</strong></td>
<td><strong>$211,521.00</strong></td>
<td><strong>$160,144.00</strong></td>
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INVITATION TO BID

ITB-SH19-037

The City of Sterling Heights, Michigan is accepting sealed bids for UPTON HOUSE EXTERIOR RENOVATIONS until TUESDAY, JUNE 11, 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 WEDNESDAY, MAY 29, 2019 at 9:00 A.M. at the Upton House, 40433 Dodge Park 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.
VII. SPECIFICATIONS

Introduction
The City of Sterling Heights is seeking sealed bids for renovations to the Upton House exterior. The City invites responses from any contractor that is qualified and is willing to meet the minimum requirements as stated in this Invitation to Bid. These specifications and requirements will assist in the procurement of the highest quality services possible to meet the requirements and needs of the City.

Phase 1 - Upton House Roofing Repairs and Replacement was awarded and completed in 2018. Phase 2 (Upton House Exterior Repairs) & Phase 3 (Upton House Window Restoration) of this project are the subject matter for this invitation to bid.

This is NOT a prevailing wage solicitation.

Due to a water damage event at the Upton House in February 2019, the Upton House is currently empty. Phase 3 – Upton House Window Restoration will take precedent in the renovation project to take advantage of open work areas.

The project shall commence after City Council award on July 7, 2019.

The State of Michigan’s Housing Developing Authority has completed their review of the work specifications for the project and opined that the proposed undertaking will have no adverse effect on the William Upton House as listed in the National Register of Historic Places provided the following conditions are met:

- All reconstructed/repaired elements shall reproduce the profile, proportions, dimensions, jointing, strength, thermal characteristics, color and visual characteristics and, where ever possible, materials of the historic element, feature, detail or item being replaced/repaired.

- Replacement of bricks and mortar shall have the same dimensions, compressive strength, color texture and other visual characteristics of the adjacent historic masonry.

Consulting Engineers' Specifications
The consulting engineers' specifications are included with this bid and include the following attachments:

- "B - Phase 2 – Upton House Exterior Repairs"
- "C - Phase 3 – Upton House Window Restoration”.

Please see Attachments “B-C” for specifications.
VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **UPTON HOUSE EXTERIOR RENOVATIONS** will be furnished for the prices set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION** and 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 through project completion.

The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City to do so.

Phase 2 Total: $____________________
Phase 3 Total: $____________________
Bid Grand Total: $____________________

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: ____________________________________________
### VIII. BID FORM (CONT’D)

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</table>

This form **must** be completed and returned with your bid.

Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).

Page 14 of 21
AGENDA STATEMENT

Item Title: To award a bid for the new Department of Public Works Facility in the cumulative amount of $20,130,000.

Submitted By: Public Works Department

Contact Person/Telephone: Erik Skurda, Operations Manager - 586.446.2441

Administration Approvals:

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

Executive Summary

Introduction - The Ray Filipchuk Public Services Center situated at 7200 18 Mile Road serves as the base of operations for all divisions of the Department of Public Works. Constructed over forty years ago, this 68,000 square foot facility has not received significant upgrades and is now functionally obsolete for current DPW operations. Size and existing facility lay-out limitations impair both the efficiency and effectiveness of DPW operations on a daily basis. For example, at 22,050 square feet, the Fleet Maintenance area lacks the size and fixtures to properly maintain large vehicles operated by the DPW and Fire Department. The Fleet Maintenance Division work is constantly interrupted by the need to move apparatus around within a confined space. The air exchange within the existing facility is not optimal, which creates and contributes to a poor work environment. The areas dedicated to employees are dated and in need of technology upgrades. The structure itself is showing the effects of age and functional obsolescence.

With City Council support, the DPW undertook a "needs" assessment study that evaluated the type and size of a facility needed to maximize the current operations of the department. Based on the results of this initial study, the City Council accepted a proposal by Kueny Architects to prepare a new facility design, architectural plans, and invitation to bid. Kueny Architects and the City’s designated project team has finalized four of the five phases required to complete this project. The five phases for this project include:

Phase 1—Schematic Review
Phase 2—Design and Development
Phase 3—Construction Documents Preparation
Phase 4—Bidding
Phase 5—Construction Oversight

Kueny Architects' design envisions a new 176,470 square foot DPW facility constructed in two phases so as to not impair on-going operations. To address both the current and future "needs" of the DPW, the design provides for the following:
A dedicated 36,000 square foot Fleet Maintenance repair area.

A vehicle parking area comprised of 96,900 square feet to house the DPW’s fleet. All vehicles and associated equipment currently being stored outside will be moved into a controlled interior climate, which will improve operational efficiencies and extend useful life.

A large multi-purpose room that will, for the first time, afford the DPW with adequate space for hosting departmental meetings, community/public outreach events, training for staff, and an emergency operations center (EOC) with state-of-the-art communications essential in times of emergencies.

Properly equipped conference rooms for administrative meetings and workshops taught by industry leaders.

Dedicated work areas tailored to the specific functions performed by the DPW Divisions, including sewer, water, streets, and sign inventory. Additional specialized work areas are provided for pump repair and storage, water meter testing, mapping and GIS, Supervisory Control and Data Acquisition (SCADA) communications, hydrant maintenance, and traffic control device storage.

An encapsulated mezzanine storage space for items the DPW utilizes during special events held throughout the year.

Right sized restrooms, locker rooms, and fitness areas to promote fitness and healthy outcomes for DPW personnel, many of whom perform manual tasks daily in the field.

Recommendations for Bid Award – On June 18, 2019, seven base bids, with alternates, were received from general contractors in response to the ITB. After a thorough review of the bids received by City staff and the project architect, recommendation is being made to award the base bid with selected alternates to the overall low bidder, The Lasalle Group, Inc., in the amount of $20,130,000. Funding for this project is included in Account #43700700-975030.

The Lasalle Group Inc. is located in Farmington Hills, Michigan and has been incorporated for 29 years. Lasalle Group performs general contractor and construction management services on behalf of automotive, commercial, educational, governmental, healthcare, and manufacturing clients. Lasalle Group relies upon its sustained track record of successful project outcomes, but also draws upon cutting-edge innovation in materials, technologies, processes, and methods to meet 21st century construction challenges. Lasalle Group self-performs many key components of its general contractor projects, thus giving it the ability to offer clients better price, quality, and timeliness results. Lasalle Group has completed projects in over 25 states for both Fortune 100 and 500 companies and has been named by Travelers Insurance as one of the top construction firms in the United States.

Lasalle Group lists as clients, the following entities:

- Wal-Mart – General contractor for multiple Wal-Mart supercenters, completed on time and within budget.
• Detroit Diesel Corporation – General Contractor utilizing self-performing trades, Detroit Michigan.

• Mississippi Military Readiness Centers – General contractor with self-perform functions for renovations including cafeterias, fitness centers, ammunitions vaults, class rooms, and vehicle maintenance areas.

• Wyandotte Municipal Services – Construction for Wyandotte Police Department & 27th District Court, facilities include courtrooms, conference and meeting rooms, law library, training spaces, and a military grade shooting range focused around tactical weapon utilization and simulated weapons training.

• General Motors Corporation – Warren Transmission Plant Design Build – Renovation project to rework the existing facility, phased project which consisted of maintaining operations.

• Ford Motor Company Dynamometer Test Lab.

• United States Army Vehicle Support Maintenance Shop – 93,000 square foot facility located in Ohio.

The new Public Works Facility is scheduled to commence with a groundbreaking in August, 2019. A construction phase of 395 days to completion is contemplated. During this time it is anticipated that, at minimum, 50% of the project scope work will be performed by unionized labor, supplemented by Lasalle Group’s Supplier Diversity Inclusion Policy, which targets diverse suppliers, such as, minority, women, disadvantaged, small, and veteran owned (MBE/WBE/DBE/SBE/VOSB) business enterprise firms.

Bid Alternates - The ITB included eleven (11) Bid Alternates that afforded the City a measure of flexibility to balance final design and project cost at the time of bid award. After careful consideration, the City is recommending that the following Bid Alternatives be accepted and rejected as follows:

Alternates recommended for acceptance:

#3- Auto-Wash bay - will provide heavy duty truck wash capabilities - Additional cost of $160,000.

#4- Covered Material Storage Structure – Protects bulk materials and complies with state-mandated requirements for storm-water management practices - Additional cost of $573,000.

#5- Salt Storage Barn Shelters – Provide additional covered storage maximizing site capabilities and equipment protection - Additional cost of $122,000.

#6- Impound lot and storage building upgrades – Will provide office space to towing contractor and vehicle inspection space for Police Department investigations - Additional cost of $91,000.

#8- Brine Blending Building and Storage Tank area - Additional cost of $40,000.
#9- Covered Decanting Pits – State Requirement best storm-water management practices for disposal of sewage and street sweepings - Additional cost of $219,000.

#10- Builders Risk Insurance – Provides insurance coverage for casualty losses during the extended construction period - Additional cost of $50,000.

#11- Extended twenty-year / no dollar limit manufacturer roofing warranty - Additional cost of $5,000.

Alternate bids recommended to be rejected and competitively purchased directly by City to save on Michigan Sales tax:

#1-Repair bay crane

#2-Weld bay crane

#7-Vehicle repair hoists

Value engineering will be utilized throughout the project to identify further opportunities to keep this project within budget.

**Suggested Action:**

Resolved, to award the bid for the new Department of Public Works Facility, inclusive of bid alternates 3, 4, 5, 6, 8, 9, 10, and 11, to The LaSalle Group, Inc., 30375 Northwestern Highway, Farmington Hills, MI 48334, in the cumulative amount of $20,130,000, reject bid alternates 1, 2, and 7, and authorize the Mayor and City Clerk to sign all required documents on behalf of the City.
To: Michael Moore Public Works Director

From: Jon P. Wallenkamp, Kueny Architects, LLC

Subject: Bid Review

Date: 07/03/2019

Project: Public Works Facility

Dear Mr. Moore:

I have reviewed the submitted bids for the Sterling Heights Public Works Facility and Site Reconstruction project. My findings are as follows.

The new Sterling Heights Public Works Facility project was sent out for General Contract Bids on May 14, 2019. The 177,000 square feet project was bid with eleven Alternates and Base Bid. The facility has 158,000 square feet on the first floor and 18,000 square feet on a mezzanine level. The new facility construction will use load bearing insulated precast wall panels, structural steel roof system, masonry interior walls, insulated glazing and concrete floors. The project site work will include new site utilities, concrete and asphalt paving, fencing, landscape and ancillary support structures as described in the alternates.

A Pre-Bid meeting was held on May 29, 2019 at which time suppliers, sub-contractors and general contractors attended the meeting and site walk through. General Contractor’s bids for the project were received on June 18, 2019 for the Department of Public Works Facility and Site Reconstruction. A total of seven bids were received. The bids were opened in the Council Chambers and base bids and alternates read aloud.
After reviewing the bid amounts, Kueny Architects recommends awarding the contract to LaSalle Group Inc. in the amount of $20,130,000. The award amount is comprised of the Base Bid plus Bid Alternates #3, #4, #5, #6, #8, #9, #10 and #11. The Contract amount is $272,000 lower than the next lowest bidder showing the competitive bid process has generated accurate and favorable numbers.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Recommend Bid Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaSalle</td>
<td>$20,130,000</td>
</tr>
<tr>
<td>C.E. Gleeson Constructors, Inc.</td>
<td>$20,402,000</td>
</tr>
<tr>
<td>FH Martin Constructors</td>
<td>$21,860,949</td>
</tr>
<tr>
<td>DeMaria Inc.</td>
<td>$22,160,200</td>
</tr>
<tr>
<td>Colasanti Construction Service, Inc.</td>
<td>$22,184,000</td>
</tr>
<tr>
<td>Brenca CONTRACTORS Inc.</td>
<td>$22,402,511</td>
</tr>
<tr>
<td>Roncelli</td>
<td>$24,274,800</td>
</tr>
</tbody>
</table>

Based on information provided and through extensive reference checks, meetings and site visits pertaining to work of similar scope and complexity, LaSalle Group Inc. has demonstrated the ability to complete the work within the City’s schedule, and provided sufficient qualification and responsibility for this project.

The tabulation of bids is attached for your reference.

If you have any questions or wish to discuss this recommendation, please call me at your convenience.

Sincerely,

Jon P. Wallenkamp, AIA
To Whom It May Concern:

Since 2000, as the Senior Construction Manager for Walmart Inc., I have had the pleasure of working with LaSalle Construction Services on more than 22 Walmart stores across the country. Working with a trusted contractor like LaSalle was a great experience from the first project we completed early on, so much so, that we requested their expertise across the country on multiple Walmart properties.

All of Walmart’s projects must be delivered turn-key by set in stone completion dates, remain fully operational with zero disruption, and maintain comfortable HVAC conditions to ensure a pleasant customer experience for all of our patrons.

LaSalle skillfully managed their construction services during all six phases at our Ypsilanti grocery expansion that extended the front exterior and added loading docks at the rear of the building.

As one of the world’s largest companies and real estate developers, we at Walmart are very selective in our choice of construction partners that we procure, and we have the highest regard and recommendation for the work that the team at LaSalle Construction Services has provided for us on all of our projects. I assure that you will be at the table with a trusted contractor who will advocate and deliver the highest quality results and service to you and your team.

Donald Gorman

Sr. Construction Manager
Walmart Inc.
To Whom It May Concern:

On behalf of Wyandotte Municipal Services, we have enjoyed working with LaSalle as a trusted construction partner. Because of their attention to detail and ability to listen to our goals and objectives as a client, they successfully constructed the Wyandotte Police Department and 27th District Court. During construction, LaSalle was vigilant in delivering construction services in order to not interrupt our emergency system operations.

At Wyandotte Hospital, LaSalle disconnected the existing steam line headers in preparation for new steam lines to be installed for future use and they removed the existing header and assisted the mechanical trades in reinstalling new steam lines to Henry Ford Hospital System.

They have been an excellent asset not only to Wyandotte Municipal Services, but other companies that call Wyandotte “home” such as BASF. Another nod to their work, LaSalle was named BASF’s Supplier of the Year. Being a selected from a supplier market of 15,000 companies, this highly prestigious and coveted award is a testament to the work they excel and deliver on.

As a client of LaSalle Construction Services, I give my highest recommendation to them and their work. You would be in great hands with a partner who will deliver above and beyond your construction needs and goals.

Chris Brohl
Wyandotte Municipal Services
Power Plant Superintendent
Dear IT/REMAN Team,

I think this is a good moment to say Thank you to you and your team/contractor for the great job!

It seems you kept the budget and timeline with our renovation, with an even a higher quality than expected!

It looks fantastic!

Bernd and Cheryl and the whole IT team

Regards Bernd Steinborn

Detroit Diesel Corporation
ITC/PD
CIO

13400 Outer Drive, West
Detroit, MI 48239

Phone: +1 313/5925351
Mobil: +1 313/4099029

Fax: +1 313/5925344
Email: Bernd.Steinborn@daimler.com
This 93,000 square foot addition, consisting of four separate wings, to the existing facility was constructed under phase I for the Defense Supply Center of the Ohio National Guard. The facility provides training for the Guard and is also designed for heavy industrial space. It houses 13 cranes (five overhead) for vehicle and tank service, a paint booth, paint stripping, engine test cells, transmission test cells, wash systems and oil and lube systems.

The building is composed of structural steel with metal siding, ground face block and a standing seam roof. The project also included approximately nine acres of site work that consisted of a large concrete apron, expansion of an existing retention pond, site utilities and paving. This project is specified to meet LEED Silver Criteria.
LaSalle has performed numerous construction projects for Walmart Inc. Spanning nearly two decades, LaSalle and Walmart have partnered together in multiple locations throughout the country. LaSalle has constructed new facilities for Walmart in Pennsylvania, Ohio, Indiana, Tennessee, and Michigan, as well as completed extensive renovation projects in many more locations.

All new construction projects for Walmart include extensive sitework and wastewater regulations. LaSalle has met all of Walmart’s standards on stringent safety programs and strict scheduling requirements, and for those reasons, as well as others, LaSalle continues to be one of Walmart’s preferred vendors nationwide.

The Ypsilanti facility expansion and renovation was a phased occupied facilities project which required a complex schedule with multiple phases to ensure no impact to business function or customer safety. As well as the new construction of the facility expansion, the project also included a hefty amount of outlot work, excavation, grading, and site finishes. As a customer-focused commercial retail store, the project included full interior & MEP as well as numerous aesthetic finishing points.
LaSalle overhauled numerous laboratories at Continental Corporation's headquarters in Auburn Hills, Michigan. All laboratories were taken down to the studs and fully reconfigured. After a full demo, LaSalle rebuilt the laboratories, fully implementing the new layout and design, including all HVAC, electrical, ceilings, lighting, walls, flooring, as well as installing Continental’s new Thermotrons. Additionally, while on site, LaSalle upgraded many of the facilities amenities, such as sinks, bathroom stalls, ceilings in walkways, and many other site improvements. LaSalle’s ongoing relationship with Continental has proven both positive and extremely successful for both parties involved.

LaSalle’s Self Perform trades on this project included carpentry and interior demolition and concrete.
ZF AUTOMOTIVE U.S.
EXTERIOR/INTERIOR LOBBY RENOVATION

FARMINGTON HILLS, MI
$3,000,000 | 30,000 SF + EXTERIOR
GENERAL CONTRACT WITH SELF PERFORM

Working under a blanket contract and on competitive bid opportunities, LaSalle has performed numerous facility upgrades and renovations at ZF's multiple locations, both interior and exterior, completing projects with scopes that include but are not limited to site improvements, exterior & interior demolition, multiple testing lab reconfigurations, and new construction. Completed projects include finishes such as aluminum glass entrances, bathrooms, flooring, millwork, and other architectural upgrades.

The Farmington Hills, Michigan Exterior Lobby Renovation project was completed while ZF maintained normal operations throughout the facility. LaSalle was responsible for the overall management of all contractors and labor forces performing work under the contract.

All sitework, Exterior & Interior demolition, concrete & carpentry was Self Performed. LaSalle met and exceeded the project's objectives by providing cost effective and on-time delivery of the project with optimal planning, scheduling, and execution.
LaSalle was contracted to complete an extensive demolition and renovation of General Motors' Warren Transmission Plant. The objective of this project was to provide full Design/Build Services to rework the existing facility to house an entire new Transmission Line.

During completion of the project, GM needed to maintain operations. The project included demolition of existing office facilities and new construction of replacement buildings.

LaSalle rebuilt all underground plumbing, installed new piping & lighting, and all other accessories to the functionality of the newly remodeled plant, as well as self-performed all concrete, steel, form & flatwork, and carpentry involved in the project.
LaSalle completed a complete plant retool and reconfiguration for Fiat Chrysler Automobiles at their Toledo Plant. The project maintained an aggressive and ambitious 6-week schedule from beginning to end and was completed on time for FCA to complete the assembly line changeover from one vehicle to another at their original production date.

During the project, there were 31 separate work areas simultaneously under construction. All trades were Self Performed by LaSalle, logging over 21,000 man hours and no lost time or injuries. Among the specs of the project were 200 tons of rebar, 4000 cubic yards of concrete, all pit beams, wall curb angles, and embedded steel.
LaSalle removed the old steam line at Henry Ford Health System's Wyandotte Hospital and replaced it with all new line piping and header.

The site work, including all excavation and demolition, was Self Performed by LaSalle. This project was completed without interrupting the hospital's utility function.

The new 44,000 square foot Wyandotte Police Department facility also houses the 27th District Court. Contained within the building are:

- Courtrooms
- Conference and meeting rooms
- Legal library
- Training rooms
- Military grade shooting range which allows for tactical weapon utilization and simulated scenario weapons training
- Technology compatible amenities

LaSalle completed the project with uninterrupted service to the local 811 emergency system and minimal impact to the 27th District Court docket.
LaSalle demolished the existing truck docks and installed new docks at Detroit Diesel's North Campus in Detroit, Michigan. The project began with the demolition of five existing outdated loading docks and adjacent structures, dating back as early as 1938.

The new construction consists of eight new loading docks. During the project, LaSalle handled the abatement, all demolition, site work, concrete, and carpentry, as well as masonry, steel, & roofing. Detroit Diesel's facility maintained full operations for the duration of the project, and there was zero negative impact on productivity.

The project schedule was staged so as not to interrupt any business function for Detroit Diesel. In order to achieve zero impact, LaSalle scheduled noise work and demolition on nights and weekends, as well as completing project work during regular business hours.
We are a professional and full-service construction firm that proudly serves forward-thinking clients who are passionate about the performance and impact of their built environments that support and serve our communities across the country.
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<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
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<th>Alternate #2 - Weld Bay Crane</th>
<th>Alternate #3 - Auto Wash Bay Equipment</th>
<th>Alternate #4 - Material Storage Structure</th>
<th>Alternate #5 - Salt Storage Lean to</th>
<th>Alternate #6 - West Storage Lot and Building Updates</th>
<th>Alternate #7 - Lifts 14,40.0</th>
<th>Alternate #8 - Brine' Blending Building and Tank Area</th>
<th>Alternate #9 - for Covered Decanter Pits</th>
<th>Alternate #10 - Builder Risk</th>
<th>Alternate #11 - Builders Risk</th>
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<td>$11,000</td>
<td>$22,160,200</td>
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</tbody>
</table>
AGENDA STATEMENT

Item Title: To award a bid for large diameter water main valve exercising and maintenance (Estimated total cost of $76,000).

Submitted By: Office of Purchasing

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

Administration Approvals:

<table>
<thead>
<tr>
<th>Role</th>
<th>Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>City Clerk</td>
</tr>
<tr>
<td>JV</td>
<td>Finance &amp; Budget Director</td>
</tr>
<tr>
<td>MK</td>
<td>City Attorney</td>
</tr>
<tr>
<td>MV</td>
<td>City Manager</td>
</tr>
</tbody>
</table>

Executive Summary

The Water Division of the Department of Public Works (DPW) is responsible for the maintenance and repair of the City’s water supply infrastructure, including underground water mains that distribute potable drinking water to more than 40,000 residential and commercial customers throughout the City. The large diameter water mains are critical to distribution infrastructure as they receive the City’s water supply from the Great Lakes Water Authority. These water mains were installed in the 1950s and total approximately 61 miles in length and range from 16" to 36" in diameter. Water flow through these large diameter mains is controlled via eleven valves at strategic locations throughout the distribution system. It is critical that these valves be operational so flow may be shut off during system maintenance or in the event of an emergency such as a water main break. Exercising (opening and closing of the valve) and periodic maintenance are best practices to ensure the operational integrity of these valves.

On Tuesday June 11, 2019, two bids were received in response to an invitation to bid for water main valve exercising and maintenance. After reviewing the bids, recommendation is being made to award the bid to the low bidder, Pure Technologies US Inc., d/b/a Wachs Water Services. Wachs Water Services offered bid pricing 59% lower than the bid from Superior Excavating, and was the only bid received that included pricing for valve rebuilding and repair.

Wachs Water Services has extensive experience in water main valve exercising and maintenance with an 87% success rate at freeing inoperable valves without the need for additional repair. The cost for this contracted service is $44,800 for the initial evaluation and exercising of the 11 valves. Additional fees relating to valve rebuilding and repair parts, assuming only two (2) valves require rebuilding, could bring the total cost to $76,000.

Please see the attached Staff Report and departmental recommendation for additional information.
Suggested Action:

Resolved, to award the bid for large diameter water main valve exercising and maintenance to Pure Technologies US Inc., d/b/a Wachs Water Services, 8920 State Route 108, Suite D, Columbia, MD 21045, at unit pricing bid.
GENERAL INFORMATION:
The Department of Public Works (DPW) and Office of Purchasing developed an invitation to bid (ITB) for large diameter water main valve exercising and maintenance. The ITB was advertised on SHTV, and posted to the MITN website, and Twitter. On June 11, 2019, two (2) bids were received in response to the ITB, as outlined in the attached bid tabulation.

The estimated expense for this contracted service is $76,000. Funding for this purchase is in account 59956556 (DPW Water Distribution Division) 826000 (Other Contracted Services).

STAFF ANALYSIS AND FINDINGS:
The ability to open and close water main valves, when the need arises, is critically important to management of the City’s municipal water supply system. The 11 large diameter water main valves requiring exercising and maintenance include 24-inch cone valves (3), 20-inch cone valves (2), 30-inch butterfly valves (3), and 16-inch valves of unknown type (3). To properly exercise and repair these large diameter water main valves requires a contractor with the requisite personnel, equipment and in field experience. A program for periodic exercising and maintenance of these large diameter valves is an industry best practice and reduces the risk of a costly repair.

Personnel from the DPW and Office of Purchasing have reviewed the two bids submitted. Recommendation is being made to award the bid for large diameter water main valve exercising and maintenance to Pure Technologies US Inc., d/b/a Wachs Water Service, as the low bidder.

Based on Wachs Water Service’s stated 87% success rate at freeing inoperable valves, the City can assume two (2) of the eleven (11) valves may require valve rebuilding and repair, at additional cost over and above the per valve exercising and evaluation unit pricing. This possibility was included in the ITB and Wachs Water Service included bid pricing for mobilization, labor and traffic control per day, and repair parts as a percentage over contractor cost. Below is the anticipated total cost for exercising and maintenance of eleven (11) large diameter water main valves:

- Valve Exercising and Evaluation (11 valves) $44,800.00
- Repair of Two (2) valves - Estimated
  - Mobilization (one time cost) 2,500.00
  - Labor: 2 valves x 2 days x $2,800 per day 11,200.00
  - Traffic Control: 2 valves x 2 days x $1,500 per day 6,000.00
  - Parts: 2 valves x $5,000 per valve +15% $11,500.00

$76,000.00

Wachs Water Service is a national company and has successfully conducted large diameter water main valve exercising and maintenance for years. Michigan customers include the Great Lakes...
Water Authority and the City of Grand Rapids.

Please see the attached memorandum from the DPW, bid tabulation, and supporting documentation for further information.

**STAFF RECOMMENDATION:**

Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Pure Technologies US Inc. d/b/a Wach’s Water Services
8920 State Route 108, Suite D
Columbia, MD 2045
Ryan McKeon, Vice President
ryan.mckeon@xyleminc.com
Interoffice Memorandum

Date: June 18, 2019

To: Jared Beaudoin, Purchasing Manager

From: Erik Skurda, Operations Manager

Subject: Recommendation – Exercising and Evaluation of Large Diameter Water Distribution Valves

Exercising and evaluation of water distribution system control valves is critical for the maintenance of the City’s infrastructure. The City of Sterling Heights has sixty-one miles of large diameter water mains that contain eleven control valves systematically placed. This infrastructure accepts water from the Great Lakes Water Authority (GLWA), and is the source for the City’s drinking water supply. The control valves located on these water mains must be visually inspected and mechanically operated in order to develop proper condition assessments and ensure they are functional should an emergency shut down of the system occur. Emergency shut-downs are required during unexpected water main breaks.

The City of Sterling Heights Department of Public Works has, within the last five years, adopted a regimented exercising, assessment, and repair process of the City’s smaller diameter water main distribution valves. This program has proven to be effective in reducing down times should a water main break event occur. The large diameter valves, installed in the early 1950’s, when the water distribution system was originally developed, have yet to be exercised and evaluated. These critical valves have the ability to isolate specific areas of the distribution system. Isolating portions of the distribution system strategically prevents major disruption to the water supply for critical commercial industries and residential neighborhoods alike. Should these valves be inoperable in an emergency event, large parts of the community will be affected and will lead to boil water advisories, costly damages, and great loss of water. The DPW recommends awarding the exercising and assessment of large diameter water control valves to the lowest bidder meeting all qualifications:

Pure Technologies US Inc d.b.a. Wach’s Water Services
8920 State Route 108 Suite D
Columbia MD 2045
Attn: Ryan Mckeon ryan.mckeon@xyleminc.com

Wach’s Water Services has provided service and support of this specialty for major cities for over eighteen years, totaling over 1.3 million valve operations and assessments. Their high percentage rate of operating these valves without the need of repair exceeds their competition and instills peace of mind knowing their extensive experience in the field. All references checked have proven to be favorable.

Funding for these services is budgeted in the Water Distribution—Other Contracted Services, account #59956556-826000.

C: Michael Moore, Public Works Director
   Jim Nichols IV, Water Division Supervisor
## CITY OF STERLING HEIGHTS
### BID TABULATION - JUNE 11, 2019
### ITB-SH19-035: WATER MAIN VALVE EXERCISING AND MAINTENANCE

### 1. Exercise & Evaluate Valve

<table>
<thead>
<tr>
<th>Item #</th>
<th>Traffic Control Included in Pricing</th>
<th>Unit Price</th>
<th># Days</th>
<th>Total</th>
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<td>B.</td>
<td>24&quot; Cone Valve</td>
<td>2,800</td>
<td>2</td>
<td>5,600</td>
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<tr>
<td>C.</td>
<td>24&quot; Cone Valve</td>
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<td>2</td>
<td>5,600</td>
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<tr>
<td>D.</td>
<td>20&quot; Cone Valve</td>
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<td>2</td>
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<tr>
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<td>30&quot; Butterfly Valve</td>
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<tr>
<td>G.</td>
<td>30&quot; Butterfly Valve</td>
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<td>H.</td>
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<tr>
<td>J.</td>
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<td>K.</td>
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**Total:** $44,800

### 2. Valve Rebuilding & Repair Parts Pricing

- **Mob/ De-Mobilization:** $2500. per occurrence
- **Daily Labor Rate:** $2800. per day
- **Traffic Control:** $1500. per day
- **Prepaid Parts Cost:** 15% over contractor cost

**Superior Excavating**

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</table>

**Total:** $110,250
ADDENDUM #1
POSTED: May 31, 2019

BID: ITB-SH19-035: WATER MAIN VALVE EXERCISING & MAINTENANCE
DUE DATE: TUESDAY, JUNE 11, 2019 AT 2:30 P.M.

During the pre-bid meeting conducted on May 29, 2019, clarification of Section 2 on the Bid Form was requested.

Bid Pricing, 2. Valve Rebuilding and Repair Parts Pricing requires the bidder to attach to their completed bid form a listing of hourly / daily rates for labor, traffic control, repair parts costs as a % over contractor cost, etc. This attachment to the Bid Form (Revised) will become a part of the pricing bid by the bidder.

At the point that valve rebuilding and repair is required and falls outside the scope of the work and bid pricing under section 1. Exercise and Evaluate Valve - Traffic Control Included in Pricing, the selected contractor will be asked to provide a written quote for this additional rebuilding and repair. The quote will need to be based upon the pricing supplied by the contractor under Bid Pricing, 2. Valve Rebuilding and Repair Parts Pricing.

City is requesting pricing, via an attachment to the Bid Form (Revised) submitted by the bidder, for labor, traffic control, repair parts, etc. In instances when non-labor items are supplied by a sub-contractor or material / parts supplier, the mark-up % the contractor will be charging the City over the contractors invoice cost is based upon the % listed in the contractors bid. If there is no % mark-up charged, then the bidder needs to indicate 0% or None as contractors mark-up in the referenced attachment.

The Bid Form (Revised) is now updated and attached to this Addendum #1. Please use this Bid Form (Revised) to submit your bid.

No other changes have been made to the solicitation. For further assistance, please contact me at (586) 446-2741.

Jared Beaudoin
Purchasing & Facilities Maintenance Manager

I have reviewed and understand the bidding implications of Addendum #1, attest to this understanding by signing below and shall submit this page along with my bid documents.

_____________________________  ______________________________
Name                                      Company

Official bid specifications are available only at www.mitn.info or call the Office of Purchasing at 586-446-2740.
VIII. BID FORM (Revised)

The undersigned hereby declares that the instructions and specifications have been carefully examined and that WATER MAIN EXERCISING & 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 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.

**Bid Pricing**

1. Exercise and Evaluate Valve - Traffic Control Included in Pricing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Bid Item</th>
<th>Unit Price per Day</th>
<th># of Days</th>
<th>Total</th>
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<td>A.</td>
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</tr>
<tr>
<td>B.</td>
<td>24” Cone Valve</td>
<td>$_________________</td>
<td>__________</td>
<td>$_________</td>
</tr>
<tr>
<td>C.</td>
<td>24” Cone Valve</td>
<td>$_________________</td>
<td>__________</td>
<td>$_________</td>
</tr>
<tr>
<td>D.</td>
<td>20” Cone Valve</td>
<td>$_________________</td>
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<tr>
<td>E.</td>
<td>20” Cone Valve</td>
<td>$_________________</td>
<td>__________</td>
<td>$_________</td>
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<tr>
<td>F.</td>
<td>30” Butterfly Valve</td>
<td>$_________________</td>
<td>__________</td>
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<td>30” Butterfly Valve</td>
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<tr>
<td>H.</td>
<td>30” Butterfly Valve</td>
<td>$_________________</td>
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<td>$_________</td>
</tr>
<tr>
<td>I.</td>
<td>16” Unknown Type</td>
<td>$_________________</td>
<td>__________</td>
<td>$_________</td>
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</table>
VIII. BID FORM (Revised) (CONT’D)

J. 16” Unknown Type $____________ $____________ $____________
K. 16” Unknown Type $____________ $____________ $____________

Bid Grand Total $____________

2. Valve Rebuilding and Repair Parts Pricing

Please attach to this bid form a listing of hourly / daily rates for labor, traffic control, repair parts cost as a % over contractor cost, etc.

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.
INVITATION TO BID

ITB-SH19-035

The City of Sterling Heights, Michigan is accepting sealed bids for WATER MAIN VALVE EXERCISING & MAINTENANCE until TUESDAY, JUNE 11, 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 WEDNESDAY MAY 29, 2019 at 10:00 A.M. in the City of Sterling Heights City Council Chambers, 40555 Utica Road, Sterling Heights, MI 48313.

Jared Beaudoin
Purchasing Manager

Office of Purchasing
586-446-2740

Official bid specifications are available only at www.mtn.info.
VII. SPECIFICATIONS

General Description of Work:
The contractor shall be an experienced professional, providing all labor, supervision, equipment, materials, supplies, traffic control, insurance and all other items necessary to perform the services required to repair, recondition, and exercise large diameter control valves related to the water distribution system located on City owned water mains located within the City of Sterling Heights. The intention of this contract is to maintain the drinking water distribution system such that isolation valves are fully operational and can be successfully utilized should an emergency “shut-down” event occur. The City reserves the right to award all, a portion, or none of the items listed on the bid form.

Valve exercising under this Contract shall be defined as operating valve from open position to close and back open three times (at a minimum) or until the valve operating torque characteristics cannot be improved any further. Each fully operated/ cycled valve should thereafter operate at a lower torque. Minor valve repairs, cleaning, vacuuming and pumping valve wells/vaults shall be incidental to valve exercising.

The contractor shall gauge the pressure in the main, both upstream and downstream of each valve before, during and after exercising it.

All valves found in the closed position shall be reported to Sterling Heights by the Contractor during the period of this Contract. The Contractor shall inform the City designate and other designated Sterling Heights staff to establish the required correct position of all such valves. If the Contractor completes the exercising of a particular valve before the Sterling Heights and/or relevant City staff determine the correct position of the valve, the Contractor shall return the valve to its original position. The established correct positions of these valves shall then be communicated by the Contractor to Sterling Heights. Contractor shall cycle these valves to the correct established positions at the conclusion of the valve exercising for each valve. These operational changes shall be included in the Contractor’s final report.

The Contractor shall provide, as part of his final report to Sterling Heights, a matrix showing the Number of Valves Exercised, Valve Size, Valve Manufacturer and Date if noted on the Valve, Valve Type, Valve Location (i.e. GPS Location), required Number of Turns, Open Direction, Depth to Valve Nut, Valve Head Type, and Date Valve Exercised. The Contractor shall also provide a Valve Report for each valve with Torque Charts.

Examination of Sites:
Each bidder shall carefully examine the specifications, visit the sites of work, fully informing themselves of all conditions and understanding any difficulties which would in any way affect the work or the cost thereof, to include all labor, traffic control operations, materials, and equipment to perform all work for the prices set forth in this bid.

The City has water distribution plans on file for review. The plans show proposed locations
of isolation valves and size. The actual type of isolation valve shall be field verified. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

Traffic Control Devices:

Permits:
It is the Contractor's responsibility to obtain all necessary working permits within the city, county, and state right-of-ways. The Contractor shall observe all regulations relative to work performance in these roadways. Adequate safety precautions and devices shall be utilized in accordance with requirements of the agency having jurisdiction of the road in which installation is to be made.

Equipment:
The contractor shall use his own equipment to complete all work. The contractor shall have all equipment necessary to complete all work associated with this contract.

The Contractor's equipment list must include confined space equipment (tripod, self-retracting lifeline, harness, and four gas monitoring equipment) to comply with MIOSHA Construction Safety Standard Part 35: Confined Space in Construction.

Dress Code:
Contractor's employees shall maintain a neat and clean appearance at all times. Employees must and shall wear safety equipment necessary to perform the task at hand. Shirt or jackets cannot have any other writing or slogan other than company name.

All work shall be performed in a professional, courteous workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards.

Valve Exercising and Evaluation Requirement:

Locate
Sterling Heights shall provide water maps, and GIS data to the Contractor and/or provide access to electronic copies of these. These reference materials are intended to aid the Contractor in locating the valves in the field.

The Contractor shall employ all necessary efforts, including but not limited to magnetic locator, radio tracer, probing rods, and other tools to locate each valve covered under this contract, and this cost shall be part of the unit price.
**Identify Valve and Clean Out Access Valve Well**

The Contractor shall vacuum out debris or pump out water from the valve well/box/vault in order to allow access to the well to inspect and exercise the valve. In every case, the valve assembly including the operating nut must be exposed and clearly visible (not under water or debris) when the valve is inspected and exercised. In order to access gate wells in roadways, the Contractor shall provide the required traffic control devices in accordance with the requirements of the jurisdictional authority. The cost for all such traffic control devices shall be solely borne by the Contractor.

Each valve shall be identified by its corresponding identification number. In the cases where Asset IDs are not available for transmission main valves, the Contractor shall create a temporary asset identification number. The contractor shall also provide a GPS location for all such valves.

Each valve well shall be accessed and inspected by the Contractor. If the cover to a well is determined to be stuck after reasonable attempts by the Contractor to remove the cover, the Contractor shall notify Sterling Heights. Sterling Heights shall provide the Contractor direction on how to proceed including but not limited to breaking the stuck cover. In the case that a well cover is broken, Sterling Heights shall provide a replacement cover.

**Well and Valve Inspection**

The Contractor shall perform a visual inspection of the well structure and any valves including bypass valves in well/vaults. The Contractor may perform an initial visual inspection of each well and valve to document readily visible well and valve discrepancies. However, the Contractor shall conduct a thorough inspection of the wells and valves by means of manned entry into the wells and document the physical condition of both the wells and valves, both operable and inoperable. The Contractor shall produce an inspection report for each well and valve, cataloging all discrepancies/potential failures identified, along with the required solutions for each discrepancy/potential failure.

Well inspection shall cover at a minimum the following:

- Measured size: L, W, H, Dia., etc.
- Any debris or contaminants found in the well
- Depth of water upon initial inspection, if any
- Intrusion of soil or other subsurface material
- Any air found unacceptable for safe entry
- Well structural deterioration, cracks, etc.
- Evidence of undermining near the well
- Take outside photo of access point and inside photo of well and valve condition upon completion of work

Valve inspection shall include data on each valve and will include but not be limited to the following:

---

*Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).*
ID number, valve size and number, type of valve, valve manufacturer and date if noted on the valve, use of valve, valve structure, depth of valve, photo of valve and vault, valve discrepancies (by category and details), required repairs and replacements, box/vault discrepancies (by category and details), additional physical information as necessary.

2. Location Data

Mapping grade (sub-foot) GPS coordinate data parameters noted in the GPS mapping section.

3. Operational Data

Numbers of turns, torque, close direction, torque chart for larger valves and valves that are initially difficult to turn, specific operational discrepancies, additional operational comments as necessary.

4. Discrepancies

The report shall include details on general discrepancies and failures/potential failures. The Contractor shall perform all required repair and replacements identified that are part of the scope of this Contract as directed by Sterling Heights.

**Valve Exercising**

Each valve exercising task shall consists of locating valves, inspecting valves and wells, if present, ensuring the bypass valves' positions to open, maintaining detailed valve record, exercising of water transmission main valves, preparing valve and valve well report, minor repairs of valves and valve parts as required.

The Contractor shall exercise each valve based on a plan to be submitted for each valve size and type encountered in accordance with the Contract. Valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve.

All valves will be exercised a minimum of three (3) cycles, defined as operating the valve from fully open to fully closed and back to open for three complete cycles. Specific valve exercising guidelines are to be provided by the Contractor for each type and size of Sterling Heights valves as part of the bid process.

The exercising guideline should include but not be limited to the following:

1. Specific operating procedures including timing and torque limits.
2. Specific valve exercising equipment by type and manufacturer to be used on each size and type of valve.
3. Detailed, written valve exercising processes that will be used by Contractor's operating crews including torque limits for every valve type and size in the scope/description of the Contract.
4. Notification procedures for any valves found closed or any unsafe operational conditions that are observed.

5. Specific Procedures if a bypass valve is in place.

**Stuck - Inoperable Valves**

The Contractor shall submit, as part of his bid, operating guidelines for each size and type of valve, to include procedures for safely operating and rehabilitating stuck - inoperable valves. The Contractor shall also, indicate in his bid how many stuck - inoperable valves the firm has repaired along with success rate in affecting this type of repair. The Contractor shall employ all reasonable effort to rehabilitate and operate stuck - inoperable valves.

**Minor Valve Repairs**

The Contractor will complete minor repairs as they are encountered throughout this Contract. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. All repairs are to be approved by Sterling Heights prior to the Contractor starting such repairs.

Minor Repairs Unit Price established in the Bid shall be payment in full for completing one or more of the following items:

1. Tighten existing bolts.
2. Replace bonnet bolts (one at a time).
3. Replace "O" ring seals and gasket.
4. Replace operating nut.
5. Replace packing gland

**Gate Wells**

The Contractor shall be responsible for furnishing all material to adjust/repair or rebuild gate wells damaged or destroyed due to the inspecting, cleaning, repairing and exercising valves. This work shall include but is not limited to brick replacement with new brick, re-mortaring joints, and adjusting to grade of existing frames and covers. New frames and covers if required will be furnished as determined by Sterling Heights.

All work will be done in a manner that complies with OSHA safety protection for workers and in accordance with MDEQ and EPA requirements for reporting and disposal of any emissions or material generated from completing this work.

**Valve Rebuild Requirement:**

A complete and separate detailed quotation shall be provided by the contractor and must correlate directly to the repairs recommended through the Valve Inspection Form (contractor to submit example form in bid packet) and shall be assessed and approved.

*Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).*
by the City of Sterling Heights prior to any disassembly/repair work commencing.

A list of any fluids or lubricants including Safety Data Sheets (SDS) recommended to assist in the repair shall be submitted along with the evaluation form and listed on the detailed quotation and approved by the City of Sterling Heights prior to repair commencing.

Once approved, contractor shall begin repairs within a time period not to exceed 30 days from approval pending availability of replacement parts. Once repairs have been completed, contractor shall be required to submit one invoice per valve repaired specifically detailing date/dates of work, valve size and type repaired, location, all materials used including part origin, part numbers, part descriptions, and contractor cost of said parts.

If part is unavailable and must be fabricated, facility used to fabricate said parts shall be approved by the City of Sterling Heights prior to part fabrication. Invoice for fabricated part must accompany contractors final invoice and be charged at section 3 Item A of the bid form.

Should additional time and materials exceed the original amount quoted for repair of the specific valve, it shall be the contractor's responsibility to notify in writing to the City designate to request approval for additional funding. Should the contractor disregard prior notification in writing of additional time and materials, the contractor shall not be compensated at any rate in excess of the original quoted price for said repair of valve.

**Valve Replacement Parts to Be Used For Repair**
All replacement or repair parts must be of Original Equipment by Manufacturer (O.E.M.) or of an approved equal. Invoice is subject to approval if replacement parts are deemed to be non-conforming of origin.

**Penalty Clause**
Should the City determine that the Contractor has not performed required services in a manner or time frame acceptable to the City, a City representative will notify the Contractor giving them from the date/time delivered:

A. 24 hours to contact the City and discuss problem(s).

B. 48 hours to correct the situation, unless otherwise agreed to by the City.

Should the contractor fail to make correction to City's satisfaction and/or in the required time frame, City crews or another contractor will correct the situation, and continue corrections until Contractor resumes his responsibilities or the contract is terminated. Invoiced amounts due Contractor will be reduced at a rate of:

C. If completed by City Crews:
   Cost for labor, equipment (based on MDOT schedule C), and a 50% administration charge

Official bid specifications are available only at www.mtni.info.
D. If completed by another contractor:
Invoiced amount plus 50%

Should there be insufficient invoiced amounts to cover penalties, Contractor will be billed. Should the contractor fail to pay the penalties the City will seek appropriate action for reimbursement, including forfeiture of contractor's surety.

Each deficiency will be reviewed for possible termination of contract. The City of Sterling Heights reserves the right to terminate the contract upon 30 days written notice due to poor performance or for any reason deemed in its best interest.

**Hours of Operation and Work Schedule:**

Work shall be done during minimum distribution usage hours as indicated by Great Lakes Water Authority Wholesale Automated Meter Reading (WAMR) system. The City of Sterling Heights or specified designate must provide written permission for work outside stated hours.

The Contractor will be responsible for providing a work schedule in writing to the City within 30 days of award of bid. The City will advise the Contractor of any variations to the schedule thereafter. Additionally, Contractor shall submit a schedule of the locations of the Contractor's crew at least 48 hours prior to each crew mobilizing to each site/location.

In case of inclement weather and the Contractor cannot perform any of their responsibilities during that week, they are to revise schedule to perform work necessary to complete projects.

**General Conditions:**

Bids not conforming to these specifications will be rejected and it will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

The City of Sterling Heights reserves the right to add or delete any area if deemed in the best interest of the City.

All work outlined in the specification will be subject to periodic field inspections by a representative of the City of Sterling Heights and the Contractor's presence may be requested during inspections at any or all of the locations specified.

Contractor guarantees the reimbursement, repair or replacement and restoration of any damage caused by careless or accidental use of equipment or machinery outside the immediate area of work by the contractor. Contractor agrees to repair or replace any turf area (with sod and topsoil), fences, signs, poles, irrigation lines and heads, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract. Review the penalty clause for work completed by City crews or another contractor if the awarded contractor fails to repair damages. Restoration around work performed shall be included in the cost submitted for
Contractor must submit numbered invoices on a monthly basis specifying:

1. Dates of service
2. Work performed
3. Total dollar amount for each category
4. Specific applicable rates

The City shall remit to the Contractor for services rendered normally within (30) thirty days after receipt of itemized billing and verification of work completed, for the previous month’s work.

Contractor shall not be permitted to assign or transfer this Contract to another party, company, partnership, or corporation or sublet any part of the work embraced by it without specific consent and approval in writing from the City of Sterling Heights.

The successful bidder must be readily available to carry out terms of the Contract, have available equipment, and the experience to perform the project properly. Failure to comply with standards specified by the City constitutes a breach of the Contract.

The Contract shall be firm and binding for a period from the date of award by City Council for a period of one (1) year. Contractor shall guarantee all work for a period of two (2) years from the date of completion and acceptance of the work.

It will be the Contractor’s obligation to notify the City immediately of any vandalism or other unusual conditions noticed while performing work.

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all OSHA and MIOSHA safety standards. Failure to conform to standards specified by the City shall be considered a breach of the Contract.

The Contractor shall designate a supervisor who shall be available at all times to accommodate the City. The supervisor shall have the power to initiate immediate action to resolve disputes and/or complaints and is required to speak English.

The City reserves the right to correct or complete any work that the Contractor fails to perform in accordance with the specification and deduct the cost of this work from money owed to the Contractor.

All bids are to be submitted on the attached forms.
Location and Description of Valves to be Serviced

A. 24" Cone Valve

A. VanDyke Median @ 15 Mile Rd, South of Intersection
B. 24" Cone Valve

B. Van Dyke Median @ 16 Mile Rd, North of Intersection

Official bid specifications are available only at www.mitn.info.
C. 24" Cone Valve

C. VanDyke Center Lane, 540' N of 14 Mile Rd

January 31, 2019

Official bid specifications are available only at www.mitn.info.
D. 20" Cone Valve

D. Van Dyke South Bound at 16 Mile

Official bid specifications are available only at www.mitn.info.
E. 20" Cone Valve

Metro Parkway Service Drive East of Post Office

Official bid specifications are available only at www.mitn.info.
F. 30" Butterfly Valve

Henry Ford II High School Varsity Diamond Left Field Warning Track
G.30" Butterfly Valve

11847 19 Mile Rd

Official bid specifications are available only at www.mitn.info.
H. 30" Butterfly Valve

H. 16 Mile Rd Median @ Dodge Park West of Intersection

January 22, 2019

Official bid specifications are available only at www.miltn.info.
I - J. 24” Water Main – Two (2) Unknown Valves – Potentially 16” Butterfly

I - J. Center of Mound Rd Median North of 16 Mile Rd

Official bid specifications are available only at www.mitn.info.
K. 24" Water Main – One (1) Unknown Valve – Potentially 16" Butterfly

K. Mound Rd Median N. of First Crossover North of 17 Mile Rd

Official bid specifications are available only at www.miln.info.
VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **WATER MAIN EXERCISING & 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 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.

**Bid Pricing**

1. **Exercise and Evaluate Valve - Traffic Control Included in Pricing**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Bid Item</th>
<th>Unit Price per Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>24” Cone Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>B.</td>
<td>24” Cone Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>C.</td>
<td>24” Cone Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>D.</td>
<td>20” Cone Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>E.</td>
<td>20” Cone Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>F.</td>
<td>30” Butterfly Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>G.</td>
<td>30” Butterfly Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>H.</td>
<td>30” Butterfly Valve</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>I.</td>
<td>16” Unknown Type</td>
<td>$___________</td>
<td></td>
<td>$___________</td>
</tr>
</tbody>
</table>

Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).
VIII. BID FORM (CONT'D)

2. Valve Rebuilding and Repair Parts Pricing

J. 16" Unknown Type $__________ $__________ $__________
K. 16" Unknown Type $__________ $__________ $__________

Bid Grand Total $__________

Please attach to this bid form a listing of hourly / daily rates for labor, traffic control, repair parts cost as a % over contractor cost, etc.

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 approve a Legal Services Agreement between the City of Sterling Heights and Keller Thoma, P.C. for special legal counsel services – labor attorney (Estimated annual cost of $20,000).

Submitted By: Human Resources Division

Contact Person/Telephone: Kate Baldwin, Human Resources and Benefits Manager - 586.446.2316

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

Executive Summary

Commencing in fiscal year 2010/11, the City has retained Keller Thoma, P.C. as special legal counsel for labor law under a Legal Services Agreement. Over the course of the past 9 years, Keller Thoma, P.C. has represented the City in a variety of labor matters, including a 312 binding arbitration, a MERC fact-finding, labor litigation, and multiple arbitrations.

City Administration is recommending renewal of a Legal Services Agreement with Keller Thoma, P.C. for the period July 1, 2019 through June 30, 2021, with an option for the City Manager to extend the term one additional year on the same terms and conditions. There is a $5.00 per hour increase in the attorney hourly rates proposed under the Legal Services Agreement. This represents a 3% increase from the hourly attorney fees under the expiring Agreement. The City may terminate the Agreement at any time during its term upon thirty days’ notice. In accordance with Charter §7.07(F), the City Attorney is recommending the appointment of special legal counsel for labor matters.

Suggested Action:

Resolved, to approve the Legal Services Agreement between the city of Sterling Heights and Keller Thoma, P.C. and authorize the Mayor and City Clerk to sign it on behalf of the City.
LEGAL SERVICES AGREEMENT

between

CITY OF STERLING HEIGHTS

and

Keller Thoma, PC

Effective July 1, 2019 – June 30, 2021
LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2019 through June 30, 2021, by and between the City of Sterling Heights, a Michigan municipal corporation, hereinafter called the "City", and Keller Thoma, PC, located at 26555 Evergreen Road, Suite 1240, Southfield, MI 48076, hereinafter called the "Law Firm";

A. At the July 16, 2019 regular meeting, the City Council resolved to approve this Legal Services Agreement (Agreement) between the City and the Law Firm for a period of two years, with an option for the City Manager to extend the term of the Agreement one additional year on the same terms and conditions; and,

C. By this Agreement, the City and the Law Firm agree to the following terms and conditions for the provision of special legal counsel services for labor matters;

NOW, THEREFORE, the parties hereto agree as follows:

1. Legal Services. The Law Firm shall perform legal services in connection with the negotiation and, as applicable, arbitration of collective bargaining agreements with the City's eleven bargaining units and such other labor law matters as may be assigned by the City Council and/or the City Manager.

2. Fees and Costs. In consideration of the legal services rendered to the City, the Law Firm will be paid fees and costs as follows:

   (a) Hourly Rates –
       Principal / Lead Attorney: $175/hr.
       Associate Attorneys: $155/hr.
       Paralegals: $100/hr.
       Law Clerks: $100/hr.

   (b) Billing Policy – The Law Firm shall submit a detailed monthly billing statement to the City for payment of legal services rendered. The hourly rates will be billed in decimal increments with a minimum of 0.25/hr. per entry. Travel time from the Law Firm’s offices to a destination where legal services will be rendered on behalf of the City will be charged as follows: Actual travel time during normal business hours, one-half of actual travel time after normal business hours.

   (c) Payment or Reimbursement of Costs – The monthly statement will also detail the following costs for which the City will pay or reimburse the Law Firm:
       i. Overnight Mail Charges – Actual Cost
       ii. Transportation Expenses – $0 - No Charge
       iii. Copies - $0.20 per page
       iv. Telephone - Actual Cost
v. Court or administrative filing fees - Actual Cost
vi. Postage – Actual Cost

3. **Term of Legal Services Agreement.** Subject to termination pursuant to Section 4, the term of this Agreement shall be from July 1, 2019 to June 30, 2021; provided, however, that the City Manager may extend the term of the Agreement one additional year through June 30, 2022 on the same terms and conditions with the consent of the Law Firm.

4. **Termination.** This Agreement is subject to termination by either party upon 30 days written notice. The Law Firm shall be compensated for legal services rendered through the date of termination.

5. **Limitation on Authority to Retain Special Legal Counsel.** The Law Firm shall not hire, retain, or assign special legal counsel to handle any labor law matter assigned to it by the City without disclosure to and approval by the City Counsel.

6. **Incorporation of Proposal by Reference.** The Law Firm’s 2010 Proposal [as amended] submitted to the City in response to its Request for Proposals is incorporated herein by reference. To the extent of any inconsistency between this Agreement and the Proposal, the terms and conditions of this Agreement shall control.

7. **Miscellaneous.** Any amendments to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF,** and intending to be legally bound, the City and Law Firm have executed this Agreement.

City of Sterling Heights

Date: _____________________  By: ___________________________

Michael C. Taylor, Mayor

Date: _____________________  By: ___________________________

Melanie Ryska, City Clerk

Keller Thoma, PC

Date: __7/9/19__  By: ___________________________

Steve H. Schwartz
July 8, 2019

City Council
City of Sterling Heights
40555 Utica Road
Post Office 8009
Sterling Heights, MI 48311-8009

Re: Appointment of Special Legal Counsel - Labor Matters

Dear Members of the Council:

Please accept this correspondence as the recommendation by the City Attorney pursuant to city charter § 7.07(F) to retain the law firm of Keller Thoma, P.C. as special legal counsel for labor matters. Keller Thoma has demonstrated that it is well qualified to render labor law services on behalf of the City.

If you have any concerns or questions about this recommendation preceding the July 16, 2019 regular meeting, please do not hesitate to contact me.

Very truly yours,

Marc D. Kaszubski

MDK/at

cc: Mark D. Vanderpool, City Manager
    Mark Carufel, City Clerk
AGENDA STATEMENT

Item Title: To adopt a resolution authorizing issuance of 2019 Capital Improvement Bonds, Limited Tax General Obligation, in the not to exceed amount of $25,000,000 to finance a new Department of Public Works Facility at 7200 18 Mile Road.

Submitted By: Finance and Budget Division

Contact Person/Telephone: Nick Makie, Controller - 586.446.2321

Administration Approvals:

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

Executive Summary

- City Administration is seeking authorization to issue 2019 Capital Improvement Bonds, Limited Tax General Obligation, to finance the design, construction, and equipping of a new Department of Public Works (DPW) facility at 7200 18 Mile Road and a new storage building at the former DPW facility at 12260 Clinton River Road. The new DPW facility will replace the existing 68,000 square foot, functionally obsolete facility constructed forty years ago. The DPW has conducted a thorough needs assessment to ensure that the new facility will be optimally sized and designed to maximize the efficiency of all divisions housed at 7200 18 Mile Road. The needs assessment, together with input from all DPW personnel and key City administrators, has been incorporated into the facility design by Kueny Architects, a national firm with extensive experience in DPW facilities.

- To finance the cost of the capital improvements within the targeted three-year period, the City will be issuing capital improvement bonds, not to exceed $25,000,000, that will be repaid from the General Fund over a 20-year period. The City’s intent is to issue the bonds in one series. There is NO increase in millage rates associated with the repayment of the proposed capital improvement bonds.

- These bond proceeds and the related project expenditures will be budgeted and accounted for in the Capital Projects Fund.

- The City’s Bond Counsel, Miller Canfield Paddock and Stone, P.L.C., has drafted the attached resolution in consultation with the City’s financial advisor, Hutchinson, Shockey, Erley & Co. The resolution sets forth the material terms and conditions for the LTGO capital improvement bonds, the form of the bonds, and provides for a competitive public sale of the bonds. It is anticipated that the bonds would be competitively sold in August, 2019.
The City has historically maintained levels of debt that are substantially below the debt limits allowed under the City Charter. These low levels of debt, in conjunction with a history of conservative budgeting, adequate financial reserves, and financial flexibility have contributed to the City receiving a very favorable credit rating from national credit rating agencies. This rating allows the City to borrow funds at low interest rates which save the City money in debt service payments over the life of a borrowing. The anticipated annual interest rate of the 2019 LTGO Capital Improvement Bonds is below 3.0%.

**Suggested Action:**

Resolved, to adopt the resolution authorizing issuance of 2019 Capital Improvement Bonds, Limited Tax General Obligation, in the not to exceed amount of $25,000,000.
RESOLUTION AUTHORIZING
2019 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

City of Sterling Heights
County of Macomb, State of Michigan

Minutes of a regular meeting of the City Council of the City of Sterling Heights, County of Macomb, State of Michigan (the “City”), held on July 16, 2019, at 7:00 o’clock p.m., Eastern Time.

PRESENT: Members: _____________________________________________

ABSENT: Members: _____________________________________________

The following preamble and resolution were offered by Member ______________ and supported by Member ________________:

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the cost to acquire, construct, furnish and equip a new public works facility and a new storage facility, including demolition, site improvements and all related appurtenances and attachments (the “Project”); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed Twenty-Five Million Dollars ($25,000,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), to pay the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds (a “Referendum Petition”) is filed with the City Clerk within a period of Forty-Five (45) days from the date of publication and no Referendum Petition has been filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2019 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Twenty-Five Million Dollars ($25,000,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of $5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered
consecutively in order of registration, dated as of the date of delivery or such other date as determined by any of the City Manager, Finance and Budget Director, or Controller (each an “Authorized Officer”) at the time of sale. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at a price not less than 99.25% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the “Transfer Agent”).

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York (“DTC”) and Authorized Officers are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates;
interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. **Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds.** The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depositary account with a bank or trust company designated by the City Council, to be designated 2019 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the “Debt Retirement Fund”), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. **Construction Fund; Proceeds of Bond Sale.** The Treasurer is authorized and directed to open a separate depositary account with a bank or trust company designated by the City Council, to be designated 2019 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) CONSTRUCTION FUND (the “Construction Fund”) and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. **Bond Form.** The Bonds shall be in substantially the following form subject to such changes as may be determined necessary by Bond Counsel to the City:
The City of Sterling Heights, County of Macomb, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on April 1, 2020 and semiannually thereafter. Principal of this bond is payable at the designated office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of $____________, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2020 to 2027, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of $5,000 maturing in the year 2028 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2027, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the
Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner’s attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner’s attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent’s Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Sterling Heights, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF STERLING HEIGHTS  
County of Macomb  
State of Michigan  

By:  

(SEAL)

By:  

Its: Mayor

Its: City Clerk
DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

THE HUNTINGTON NATIONAL BANK
Grand Rapids, Michigan
Transfer Agent

By: ________________________________
    Authorized Signatory

[Bond printer to insert form of assignment]
7. **Notice of Sale.** The Authorized Officers are each authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:
OFFICIAL NOTICE OF SALE

$25,000,000*
CITY OF STERLING HEIGHTS
COUNTY OF MACOMB, STATE OF MICHIGAN
2019 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)
*Subject to adjustment as set forth in this Notice of Sale

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the offices of the City Clerk located at 40555 Utica Road, Sterling Heights, Michigan 48311-8009 on Tuesday, the 6th day of August, 2018 until 1:00 p.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read.

SEALED BIDS will also be received in the alternative on the same date and until the same time at the offices of the Municipal Advisory Council of Michigan (the “MAC”), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, when, simultaneously, the bids will be opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the City at fax number (586) 276-4075, Attention: City Clerk or to the MAC at (313) 963-0943, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of $5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on April 1, 2020, and semiannually thereafter.

The bonds will mature on the 1st day of April in each of the years, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$1,020,000</td>
<td>2030</td>
<td>$1,235,000</td>
</tr>
<tr>
<td>2021</td>
<td>1,065,000</td>
<td>2031</td>
<td>1,260,000</td>
</tr>
<tr>
<td>2022</td>
<td>1,080,000</td>
<td>2032</td>
<td>1,290,000</td>
</tr>
<tr>
<td>2023</td>
<td>1,095,000</td>
<td>2033</td>
<td>1,320,000</td>
</tr>
</tbody>
</table>
2024 1,115,000 2034 1,355,000
2025 1,130,000 2035 1,390,000
2026 1,150,000 2036 1,425,000
2027 1,165,000 2037 1,460,000
2028 1,190,000 2038 1,500,000
2029 1,210,000 2039 1,545,000

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of $5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter’s discount and original issue discount/premium, if any, but will not change the per-bond underwriter’s discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding six percent (6.0%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three percent (3.0%) per annum. No proposal for the purchase of less than all of the bonds or at a price less than 99.25% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2020 to 2027 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year 2028 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2027, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.
**TERM BOND OPTION:** The initial purchaser of the bonds may designate any one or more maturities from April 1, 2028 through the final maturity as term bonds and the consecutive maturities on or after the year 2028 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on April 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

**BOOK-ENTRY ONLY:** The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

**TRANSFER AGENT AND REGISTRATION:** Principal shall be payable at the principal corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

**PURPOSE AND SECURITY:** The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

**GOOD FAITH:** A good faith deposit in the form of a certified or cashier’s check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $250,000 payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

**AWARD OF BONDS:** The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be
the single interest rate (compounded on April 1, 2020 and semi-annually thereafter) necessary to
discount the debt service payments from their respective payment date to August 27, 2019, in an
amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true
interest cost to the City, computed in the manner specified above.

**TAX MATTERS:** In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond
counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is
excludable from gross income for federal income tax purposes as described in the opinion, and the
bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing
authority within the State of Michigan except inheritance and estate taxes and taxes on gains
realized from the sale, payment or other disposition thereof.

**ISSUE PRICE:** The winning bidder shall assist the City in establishing the issue price of
the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate
setting forth the reasonably expected initial offering price to the public or the sales price or prices
of the bonds, together with the supporting pricing wires or equivalent communications,
substantially in the form attached either as Appendix G or Appendix H of the preliminary Official
Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment
of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i)
(defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply
to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

a. the City is disseminating this Notice of Sale to potential underwriters in a manner that
   is reasonably designed to reach potential underwriters;

b. all bidders shall have an equal opportunity to bid;

c. the City anticipates receiving bids from at least three underwriters of municipal bonds
   who have established industry reputations for underwriting new issuances of municipal
   bonds; and

d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm
   offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of
   Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the
purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall
so advise the winning bidder. The City will not require bidders to comply with the “hold-the-
offering price rule,” and therefore does not intend to use the initial offering price to the public as
of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning
bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as
described below). Bids will not be subject to cancellation in the event the Competitive Sale
Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule”
(as described below), bidders should prepare their bids on the assumption that all of the maturities
of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify
the City of its intention to apply either the “hold-the-price rule” or the 10% Test at or prior to the
time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to
determine the issue price of the bonds, the following two paragraphs shall apply:

a. The City shall treat the first price at which 10% of a maturity of the bonds (the “10%
Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-
maturity basis. The winning bidder shall advise the City if any maturity of the Bonds
satisfies the 10% Test as of the date and time of the award of the bonds; and

b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning
bidder agrees to promptly report to the City the prices at which the unsold bonds of that
maturity have been sold to the public. That reporting obligation shall continue, whether
or not the closing date has occurred, until the 10% Test has been satisfied as to the
bonds of that maturity or until all bonds of that maturity have been sold.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine
the issue price of the bonds, then following three paragraphs shall apply:

a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant
to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the
public as the issue price of that maturity and/or (ii) the initial offering price to the public
as of the sale date of any maturity of the bonds as the issue price of that maturity (the
“hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis.
The winning bidder shall advise the City if any maturity of the bonds satisfies the 10%
Test as of the date and time of the award of the bonds. The winning bidder shall
promptly advise the City, at or before the time of award of the bonds, which maturities
of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering
price rule or both.

b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have
offered or will offer the bonds to the public on or before the date of the award at the
offering price or prices (the “initial offering price”), or at the corresponding yield or
yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-
offering-price rule applies, agree, on behalf of the underwriters participating in the
purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of
any maturity to which the hold-the-offering-price rule shall apply to any person at a
price that is higher than the initial offering price to the public during the period starting
on the sale date and ending on the earlier of the following:
a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that:

a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and

b. any agreement among underwriters relating to the initial sale of the bonds to the public,
together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

a. “public” means any person other than an underwriter or a related party,

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public);

c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date that the bonds are awarded by the City to the winning bidder.

**NOT QUALIFIED TAX EXEMPT OBLIGATIONS:** The City has not designated the bonds as “Qualified Tax Exempt Obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any
financial documents, statements or materials that have been or may be furnished in connection
with the authorization, issuance or marketing of the bonds, and accordingly will not express any
opinion with respect to the accuracy or completeness of any such financial documents, statements
or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City
by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o’clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Hutchinson, Shockey, Erley & Co., financial advisors to the City, at the address and telephone listed under REGISTERED MUNICIPAL ADVISOR below. Hutchinson, Shockey, Erley & Co., will provide the winning bidder with 100 final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Hutchinson, Shockey, Erley & Co., upon request and agreement by the purchaser to Hutchinson, Shockey, Erley & Co., within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER’S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE
PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended June 30, 2019, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT “IRAN-LINKED BUSINESS” By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISORS: Hutchinson, Shockey, Erley & Co. (the “Municipal Advisor”) is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Municipal Advisor has been retained by the City to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor’s duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Mr. Michael T. Gormely, Senior Vice President or Mr. Bill Roche, Senior Vice President, 100 Maple Park Boulevard, Suite 142, St. Clair Shores, Michigan 49684. Telephone (586) 782-7059 or (586) 782-7059; e-mail mgormely@hsemuni.com or wroche@hsemuni.com.

ENVELOPES containing the bids should be plainly marked “Proposal for 2019 Capital Improvement Bonds (Limited Tax General Obligation).”

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Melanie D. Ryska
City Clerk
City of Sterling Heights
8. **Useful Life of Project.** The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. **Tax Covenant.** The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

10. **Official Statement; Insurance; Ratings.** The Authorized Officers each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Financial Advisor to the City, the acquisition of such insurance would be of economic benefit to the City; and to obtain ratings on the Bonds.

11. **Continuing Disclosure.** The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. **Authorization of Other Actions.** The Authorized Officers are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. **Award of Sale of Bonds.** The Authorized Officers are each hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. **Bond Counsel.** The City hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel with respect to the Bonds, notwithstanding Miller Canfield’s periodic representation in unrelated matters of potential parties to the Bonds.

15. **Financial Advisor.** The City hereby appoints Hutchinson, Shockey, Erley & Co. to act as financial advisor with respect to the Bonds.
16. **Rescission.** All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

**AYES:** Members:  

**NAYS:** Members:  

RESOLUTION DECLARED ADOPTED.

_________________________________
Melanie D. Ryska  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Sterling Heights, County of Macomb, State of Michigan, at a regular meeting held on July 16, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_________________________________
Melanie D. Ryska  
City Clerk
### City of Sterling Heights DPW Facility

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Estimated Cost 7/1/19</th>
</tr>
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<tr>
<td>Main Facility</td>
<td>Bid</td>
<td>176,470</td>
<td>$18,970,000</td>
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<tr>
<td>General Contractors Alternates 3,4,5,6,8,9,10 and 11</td>
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<td><em>Bid Award</em></td>
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<td>$20,130,000</td>
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<tr>
<td>Furnishings and Permit Fees</td>
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<td></td>
<td>$420,000</td>
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<tr>
<td>Project Estimate Subtotal</td>
<td>Estimate</td>
<td></td>
<td>$20,550,000</td>
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<tr>
<td>Contingency 9.5%</td>
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<td>$1,952,250</td>
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<tr>
<td>Repair Bay Crane - Owner Purchase Direct</td>
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<td>$136,000</td>
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<td>Weld Bay Crane - Owner Purchase Direct</td>
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<tr>
<td>Lifts - Owner Purchase Direct</td>
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<td>AE Fee</td>
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<tr>
<td>Project Estimate Subtotal</td>
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<td>$24,696,250</td>
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**Project Estimate** $24,696,250

*Note: In addition to the above project, interest Income on bond proceeds of approximately $350,000 will be used to construct a new storage building at the Clinton River Road site.*
AGENDA STATEMENT

Item Title: To approve Change Order Nos. 2 and 3 under the 2019 Local Road Concrete Reconstruction Program, City Project #19-339, at a cumulative cost of $1,398,780.

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

On April 16, 2019, City Council awarded the bid for the 2019 Local Road Concrete Reconstruction Program, City Project #19-339, to DiLisio Contracting Inc. The scope of City Project #19-339 encompasses the concrete reconstruction of twelve (12) local (neighborhood) streets in the City. DiLisio Contracting is currently progressing with the original scope of work under City Project #19-339.

Maas Drive, between Metro Parkway and Greendale Street, is a local street that carries a high vehicle count and is rated in poor condition. Fox Hill Drive, between Mound Road and Carpathia Boulevard, is a heavily traveled major road that also is in poor condition. Because the unit pricing bid under City Project #19-339 is very favorable and there is road funding available, the Office of Engineering is recommending that the City Council approve Change Order Nos. 2 and No. 3 to effectuate the reconstruction of Maas Drive and Fox Hill, respectively, during this construction season. The cumulative construction cost for Change Order No. 2 and Change Order No. 3 is $1,398,780.

The project area for the proposed Change Order work is depicted on the attached location maps.

The cumulative construction cost associated with Change Order No. 2 (Maas Drive) is $346,080. A budget amendment to use Local Road Fund Balance is required to pay for Change Order Nos. 2. The cumulative amount of the budget amendment is $401,453, representing the base cost of Change Order No. 2 ($346,080), plus 16% ($55,373) for contract administration, design, inspection, and material testing.

The cumulative construction cost associated with Change Order No. 3 (Fox Hill) is $1,052,700. A budget amendment to use Major Road Fund Balance is required to pay for Change Order No. 3. The cumulative amount of the budget amendment is $1,221,132, representing the base cost of Change Order No. 2 ($1,052,700), plus 16% ($168,432) for contract administration, design, inspection, and material testing.
Suggested Action:

Resolved, to:

(A) To approve Change Order No. 2 under the 2019 Local Road Concrete Reconstruction Program, City Project #19-339, to complete the reconstruction of Maas Drive, between Metro Parkway and Greendale Street, at a cumulative cost of $346,080; and,

(B) To approve Change Order No. 3 under the 2019 Local Road Concrete Reconstruction Program, City Project #19-339, to complete the reconstruction of Fox Hill Drive, between Mound Road and Carpathia Boulevard, at a cumulative cost of 1,052,700; and,

(C) Authorize a budget amendment to use $1,221,132 of Major Road Fund Balance Reserves and $401,453 of Local Road Fund Balance Reserves
This Change Order, when approved, will constitute authorization for the following changes:

<table>
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<tr>
<th>Description of Work and Reason</th>
<th>Unit</th>
<th>Estimated Quantities</th>
<th>Unit</th>
<th>Amount Increase</th>
<th>Amount Decrease</th>
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<td>Mill/Remove Existing Asphalt 3&quot; +/-</td>
<td>SYD</td>
<td>13,400</td>
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<td>Remove Concrete Pavement &amp; Replace 9&quot; Concrete Pavement</td>
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<tr>
<td>Undercut</td>
<td>CYD</td>
<td>250</td>
<td>$45.00</td>
<td>$11,250.00</td>
<td></td>
</tr>
<tr>
<td>Fill, 21AA Crushed Concrete Aggregate - C.I.P</td>
<td>CYD</td>
<td>250</td>
<td>$22.00</td>
<td>$5,500.00</td>
<td></td>
</tr>
<tr>
<td>Remove &amp; Replace 6&quot; Concrete Pavement (Drive Approaches)</td>
<td>SYD</td>
<td>100</td>
<td>$52.00</td>
<td>$5,200.00</td>
<td></td>
</tr>
<tr>
<td>Remove Existing Sidewalk</td>
<td>SFT</td>
<td>1,900</td>
<td>$0.50</td>
<td>$950.00</td>
<td></td>
</tr>
<tr>
<td>4&quot; Concrete Sidewalk</td>
<td>SFT</td>
<td>950</td>
<td>$4.00</td>
<td>$3,800.00</td>
<td></td>
</tr>
<tr>
<td>6&quot; Concrete Sidewalk Ramp</td>
<td>SFT</td>
<td>950</td>
<td>$5.00</td>
<td>$4,750.00</td>
<td></td>
</tr>
<tr>
<td>Detectable Warning Surface</td>
<td>FT</td>
<td>228</td>
<td>$25.00</td>
<td>$5,700.00</td>
<td></td>
</tr>
<tr>
<td>Reconstruct Drainage Structure</td>
<td>FT</td>
<td>54</td>
<td>$100.00</td>
<td>$5,400.00</td>
<td></td>
</tr>
<tr>
<td>6&quot; Edge Drain (w/ Pea Stone Backfill)</td>
<td>FT</td>
<td>7,300</td>
<td>$10.00</td>
<td>$73,000.00</td>
<td></td>
</tr>
<tr>
<td>Replace Existing Catch Basin Frame</td>
<td>EA</td>
<td>22</td>
<td>$450.00</td>
<td>$12,150.00</td>
<td></td>
</tr>
<tr>
<td>Restoration - 3&quot; Topsoil, Fertilizer, Seed, &amp; Hydroseeding</td>
<td>SYD</td>
<td>2,440</td>
<td>$1.00</td>
<td>$2,440.00</td>
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</tr>
<tr>
<td>Inlet Filter</td>
<td>EA</td>
<td>27</td>
<td>$75.00</td>
<td>$2,025.00</td>
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</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,052,700.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>NET INCREASE</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,052,700.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Description: This work is added to the contract to reconstruct Fox Hill Drive East of Carpathia Blvd to Mound Road. All work to be completed in accordance with work outlined in CP339 specifications. Contract completion extended to Friday, October 4, 2019.

Recommended by: Andrew Konkle, Civil Engineer II

Accepted by: DiLisio Contracting Inc.

Approved by: City of Sterling Heights

Date: 7/3/19

Date: 7-8-19

Date: ________
2019 LOCAL ROAD CONCRETE RECONSTRUCTION PROGRAM
PHASE DIAGRAM
FOX HILL DRIVE

CITY PROJECT NO. 19-339
CITY OF STERLING HEIGHTS - OFFICE OF ENGINEERING  
40555 Utica Road, P.O. Box 8009  
Sterling Heights, Michigan 48311-8009  
(586) 446-2720

AUTHORIZATION FOR CHANGE IN WORK

Name of Project:  
2019 Local Road Concrete Reconstruction Program

Contractor:  
Dilisio Contracting Inc.  
23525 Lakepointe  
Clinton Twp., MI 48036

This Change Order, when approved, will constitute authorization for the following changes:

<table>
<thead>
<tr>
<th>Description of Work and Reason</th>
<th>Unit</th>
<th>Estimated Quantities</th>
<th>Unit Price</th>
<th>Amount Increase</th>
<th>Amount Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove Concrete Pavement &amp; Replace 7&quot; Concrete Pavement</td>
<td>SYD</td>
<td>5555</td>
<td>$48.00</td>
<td>$266,640.00</td>
<td></td>
</tr>
<tr>
<td>Mill/Remove Existing Asphalt 3&quot; +/-</td>
<td>SYD</td>
<td>5300</td>
<td>$5.00</td>
<td>$26,500.00</td>
<td></td>
</tr>
<tr>
<td>Undercut</td>
<td>CYD</td>
<td>50</td>
<td>$45.00</td>
<td>$2,250.00</td>
<td></td>
</tr>
<tr>
<td>Fill, 21AA Crushed Concrete Aggregate - C.I.P</td>
<td>CYD</td>
<td>50</td>
<td>$22.00</td>
<td>$1,100.00</td>
<td></td>
</tr>
<tr>
<td>Pavement (Drive Approaches) Remove &amp; Replace 6&quot; Concrete</td>
<td>SYD</td>
<td>100</td>
<td>$52.00</td>
<td>$5,200.00</td>
<td></td>
</tr>
<tr>
<td>Remove Existing Sidewalk</td>
<td>SFT</td>
<td>1500</td>
<td>$0.50</td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>4&quot; Concrete Sidewalk</td>
<td>SFT</td>
<td>250</td>
<td>$4.00</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6&quot; Concrete Sidewalk Ramp</td>
<td>SFT</td>
<td>1250</td>
<td>$5.00</td>
<td></td>
<td>$6,250.00</td>
</tr>
<tr>
<td>Detectable Warning Surface</td>
<td>FT</td>
<td>120</td>
<td>$25.00</td>
<td></td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Reconstruct Drainage Structure</td>
<td>FT</td>
<td>54</td>
<td>$100.00</td>
<td></td>
<td>$5,400.00</td>
</tr>
<tr>
<td>6&quot; Edge Drain (w/ Pea Stone Backfill)</td>
<td>FT</td>
<td>2360</td>
<td>$10.00</td>
<td></td>
<td>$23,600.00</td>
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<tr>
<td>Replace Existing Catch Basin Frame &amp; Cover w/ New EJW 5105 Frame &amp; Cover</td>
<td>EA</td>
<td>8</td>
<td>$450.00</td>
<td></td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Restoration - 3&quot; Topsoil, Fertilizer, Seed, &amp; Hydrosedding</td>
<td>SYD</td>
<td>790</td>
<td>$1.00</td>
<td></td>
<td>$790.00</td>
</tr>
<tr>
<td>Inlet Filter</td>
<td>EA</td>
<td>8</td>
<td>$75.00</td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

**TOTALS**: $346,080.00  
**NET INCREASE**: $346,080.00

Description: This work is added to the contract to reconstruct Maas Drive between Metro Parkway and Greendale St Including the Greendale St. Intersection. All work to be completed in accordance with work outlined in CP339 specifications. Contract completion extended to Friday, October 4, 2019.

Recommended by:  
Andrew Konkle, Civil Engineer II

Accepted by: Dilisio Contracting Inc.  
By: Giuseppe Lia

Approved by: City of Sterling Heights  
By: Brent Bashaw, P.E., City Engineer

Date: 7/8/19  
Date: 7-8-19  
Date: 

Page 1
2019 LOCAL ROAD CONCRETE RECONSTRUCTION PROGRAM
PHASE DIAGRAM

METROPOLITAN PARKWAY

ALPER DRIVE, ASCOT DRIVE, DAVISON STREET, ELDORADO DRIVE,
GINA DRIVE, MUSTANG DRIVE, PLUMRIDGE DRIVE,
SHELLEY LYNNE DRIVE, STURBRIDGE DRIVE, TARRAGON DRIVE,
VALUSEK DRIVE, VERONICA DRIVE

CITY PROJECT NO. 19-339
NOTIFICATION LIST

DiLisio Contracting Inc.,
23525 Lakepointe Drive
Clinton Township, MI 48036
joe@dilisiocontracting.com
AGENDA STATEMENT

Item Title: To receive the lawsuit, Filja Dedvukaj v City of Sterling Heights, Macomb County Circuit Court Case No. 19-1941-NO.

Submitted By: Human Resources Division

Contact Person/Telephone: Hannah Tadros, Risk Management Coordinator - 586.446.2335

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

Executive Summary

The City Attorney will be reviewing the lawsuit and preparing a response. Please see the attached Privileged and Confidential Attorney-Client Communication prepared by the City Attorney for further details.

Suggested Action:

Resolved, to receive the lawsuit, Filja Dedvukaj v City of Sterling Heights, Macomb County Circuit Court Case No. 19-1941-NO.
AGENDA STATEMENT

Item Title: To consider nominations to City of Sterling Heights Boards and Commissions.

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

Terms for many City of Sterling Heights’ Board and Commission members expired on June 30th. City Council Governing Body Rule of Procedure 23 provides in relevant part as follows:

Prior to an appointment to the Planning Commission, Zoning Board of Appeals, Board of Ordinance Appeals, Board of Review, Police and Fire Pension Board, and General Employees Retirement System Board, an appointee shall be nominated, as applicable, by the Mayor or City Council at a prior regular meeting.

The boards and commissions requiring the two-step (nomination / appointment) process that have expired terms as of June 30, 2019 are listed on the attached Staff Report. The City Council will be considering nominations (Step 1) that were postponed from the June 18, 2019 regular meeting.

Applications of the residents interested in serving on boards and commissions have been provided to City Council. Spreadsheets indicating the applicants’ preferences for appointment for the respective boards and commissions and attendance records are also included in the backup material.

Suggested Action:

Resolved, to nominate ________________ for consideration as an appointee to the ________________ at the August 6, 2019 regular City Council meeting.
Item Title: To consider nominations to City of Sterling Heights Boards and Commissions.

Submitted By: Office of the City Clerk

Contact Person/Telephone: Melanie D. Ryska, City Clerk – 586.446.2421

GENERAL INFORMATION:

At the June 18, 2019 regular meeting, City Council postponed consideration of nominations to the July 16, 2019 regular meeting. The following chart reflects nominations for City Council consideration that require the two-step (nomination / appointment) process and term expirations. Additionally, due to a recent resignation there is a vacancy on the Board of Ordinance Appeals II. Those names placed into nomination will be considered for appointment at the August 6, 2019 regular City Council meeting.

<table>
<thead>
<tr>
<th>Board / Commission</th>
<th>Request Reappointment</th>
<th>Power of Appointment</th>
<th>Term Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Ordinance Appeals I</td>
<td>OPEN</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Board of Ordinance Appeals I (Alternate)</td>
<td>OPEN</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Board of Ordinance Appeals II (partial-term)</td>
<td>OPEN</td>
<td>City Council</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Board of Ordinance Appeals II (Alternate)</td>
<td>OPEN</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
</tbody>
</table>

Applications of the residents interested in serving on boards and commissions have been provided to City Council. Spreadsheets indicating the applicants’ preferences for appointment for the respective boards and commissions and attendance records are also included in the backup material.

Suggested Action (Nomination to Board of Ordinance Appeals I):

1. RESOLVED, to nominate ____________________ for consideration as an appointee to the Board of Ordinance Appeals I at the August 6, 2019 regular City Council meeting.

Suggested Action (Nomination to Board of Ordinance Appeals I (Alternate)):

1. RESOLVED, to nominate ____________________ for consideration as an appointee to the Board of Ordinance Appeals I (Alternate) at the August 6, 2019 regular City Council meeting.
Suggested Action (Nomination to Board of Ordinance Appeals II):

1. RESOLVED, to nominate ____________________ for consideration as an appointee to the Board of Ordinance Appeals II at the August 6, 2019 regular City Council meeting.

Suggested Action (Nomination to Board of Ordinance Appeals II (Alternate)):

1. RESOLVED, to nominate ____________________ for consideration as an appointee to the Board of Ordinance Appeals II (Alternate) at the August 6, 2019 regular City Council meeting.

Alternative Suggested Action (To Postpone):

RESOLVED, to postpone the nomination to the _________________ to the August 6, 2019 regular City Council meeting.
AGENDA STATEMENT

Item Title: To consider appointments to City of Sterling Heights Boards and Commissions.

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

Terms for many of the City of Sterling Heights’ Board and Commission members expired on June 30th. At the June 18, 2019 regular meeting, City Council postponed appointments to the Historical Commission and Solid Waste Commission to the July 16, 2019 regular meeting.

The attached staff report identifies the appointments that were postponed. Please note that these appointments do not require the two-step process provided for under Rule 23 of the City Council's Governing Body Rules of Procedure.

Applications of the residents interested in serving on boards and commissions have been provided to City Council. Spreadsheets indicating the applicants’ preferences for appointment for the respective boards and commissions and attendance records are also included in the backup material.

Suggested Action:

Resolved, to appoint ________________________ to the ________________________ to a term ending June 30, ____, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.
Item Title: To consider appointments to City of Sterling Heights Boards and Commissions.

Submitted By: Office of the City Clerk

Contact Person/Telephone: Melanie D. Ryska, City Clerk – 586.446.2421

GENERAL INFORMATION:

At the June 18, 2019 regular meeting, City Council postponed consideration of the following appointments. The following boards and commissions with vacancies as of June 30th are not subject to the two-step nomination / appointment process mandated under Governing Body Rule of Procedure 23:

<table>
<thead>
<tr>
<th>Board / Commission</th>
<th>Request Reappointment</th>
<th>Power of Appointment</th>
<th>Term Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historical Commission</td>
<td>OPEN</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Solid Waste Management Commission</td>
<td>OPEN</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
</tbody>
</table>

Applications of the residents interested in serving on boards and commissions have been provided to City Council. Spreadsheets indicating the applicants’ preferences for appointment for the respective boards and commissions and attendance records are also included in the backup material.

Suggested Action (Appoint to Historical Commission):

1. RESOLVED, to appoint ________________________ to the Historical Commission to a term ending June 30, 2022, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Suggested Action (Appoint to Solid Waste Management Commission):

1. RESOLVED, to appoint ________________________ to the Solid Waste Management Commission to a term ending June 30, 2022, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Alternative Suggested Action (To Postpone):

RESOLVED, to postpone the appointment(s) to the ________________ to the August 6, 2019 regular City Council meeting.