1. August 06, 2019 Regular City Council Meeting Agenda
   Documents:
   
   AUGUST 06, 2019 REGULAR CITY COUNCIL MEETING AGENDA.PDF

2. August 06, 2019 Regular City Council Meeting Packet
   Documents:
   
   AUGUST 06, 2019 REGULAR CITY COUNCIL MEETING PACKET.PDF
AGENDA FOR REGULAR CITY COUNCIL MEETING  
Tuesday August 06, 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. Presentation of the seventeenth recipient of a Sterling Heights Fire Department's Survival Coin (Presentation - Ed Miller, Assistant Fire Chief).

   B. Swearing-in ceremony for new Sterling Heights Firefighter/Paramedics (Presentation - Ed Miller, Assistant Fire Chief).

7. ORDINANCE ADOPTIONS
   A. To adopt an ordinance, as amended, to amend Chapter 2 of the City Code of Ordinances to create a Youth Advisory Board (Presentation - Donald P. DeNault, Jr., Assistant City Attorney).

8. CONSENT AGENDA
   A. Regular Meeting Minutes July 16, 2019

   B. Bill Listing
C. To purchase park and nature trail amenities at pricing available through a U.S. Communities Government Purchasing Alliance cooperative Request for Proposals (Estimated expenditure of $115,469).

D. To purchase two Henderson Mark-E dump truck bodies at pricing available through a Sourcewell cooperative purchasing contract (Total cost of $56,700).

E. To purchase a 2019 Chevrolet Tahoe police pursuit vehicle at pricing available through an Oakland County vehicle cooperative purchasing contract (Total expenditure of $36,776).

F. To purchase two Ford F-150 XL extended cab 4x4 pick-up trucks at pricing available through a State of Michigan MiDeal cooperative bid (Total expenditure of $58,474).

G. To accept a proposal by Integrated Design Solutions, LLC for Architectural, Engineering, and Construction Administration Services in conjunction with renovations to facilities on the Richard J. Notte City Center campus (Total expenditure of $995,891).

H. To accept a proposal by Macomb Community College for an employee training program (Total expenditure of $39,500).

I. To lease a Canon ImagePRESS C750 Digital Color Production Press at pricing available through a Michigan Intergovernmental Trade Network cooperative Request for Proposals (Estimated annual expenditure of $11,940).

J. To award a bid for paper and envelopes for a six-month period based on unit prices bid (Estimated six-month expenditure of $29,700).

K. To award a bid for the official city newspaper for the publication of legal notices and advertisements (Estimated annual expenditure of $20,000).

L. To award a bid for tree and stump removal for a two-year period at unit prices bid (Estimated annual expenditure of $97,000).

M. To award a bid for the 2019 Sidewalk Gap Completion Program, City Project #18-303 (Total estimated cost of $168,574).

N. To approve a Revocable License Agreement between the city of Sterling Heights and Gibson Drain Drainage District.

O. To approve a cost sharing agreement between the City of Sterling Heights, City of Warren, and the Macomb County Department of Roads for asphalt resurfacing
of 14 Mile Road, from Dequindre Road to Ryan Road (Estimated City Share of Project Cost - $330,000).

P. To designate Mark D. Vanderpool as the City of Sterling Heights’ voting delegate at the Michigan Municipal League Annual Convention.

Q. To receive the lawsuit, Mukheld Hana v Sterling Heights Police Department, 41A District Court Case No. S-19-2183-GZ.

9. CONSIDERATION

A. To consider approval of a memorandum of understanding between the City of Sterling Heights and MAPE Technical/Office Employees Union (Presentation – City Manager).

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

10. 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.

11. REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

12. UNFINISHED BUSINESS

13. NEW BUSINESS

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

15. 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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CITY MANAGER’S REPORT  
AUGUST 6, 2019 --- CITY COUNCIL MEETING

A. 2019 STERLINGFEST ART & MUSIC FAIR RECAP
   The 18th annual Sterlingfest Art & Music Fair successfully concluded on Saturday, July 27. As a community event, Sterlingfest is unsurpassed in bringing the Sterling Heights community together to have fun in the heart of the City. It truly is impossible to list everyone who contributed to the success of Sterlingfest without omitting someone. From council members to employees and volunteers, there is a tremendous sense of collective pride in making every Sterlingfest as a can’t-miss summer event. Again, a huge thank you to all who gave time and effort to this year’s Sterlingfest.

B. TIM HORTON’S UPDATE

C. NEIGHBORHOOD PARKS UPDATE

D. MISCELLANEOUS

Respectfully submitted,

Mark D. Vanderpool, City Manager
AGENDA STATEMENT

Item Title: Presentation of the seventeenth recipient of a Sterling Heights Fire Department’s Survival Coin (Presentation - Ed Miller, Assistant Fire Chief).

Submitted By: Fire Department

Contact Person/Telephone: Christopher Martin, Fire Chief - 586.446.2951

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

Executive Summary

The Sterling Heights Fire Department (SHFD) instituted the Survival Coin Program in 2016 as a way to bring the survivors of a cardiac event together with the first responders who worked to save their lives. Tonight, the 17th survival coin will be presented under the Program.

On May 29, 2019, Arnold Pollis, age 58, was home with his family when he experienced cardiac arrest. After calling 911, Mr. Pollis' wife Sandra began CPR while the SHFD was being dispatched to the scene.

Upon arrival of Engine Company #3 and Ambulance Squad #3, the Firefighter/Paramedics took over primary patient care of Mr. Pollis. Assistance from Rescue Company #1 arrived soon after. Over the next 14 minutes, the crews worked feverishly to stabilize Mr. Pollis’ condition, which was grave. The emergency care included the administration of cardiac medications, airway management, and three defibrillations, all while maintaining high quality CPR. After the 3rd defibrillation, Mr. Pollis’ heart began to beat on its own and he soon started to breathe with help from the attending Firefighter/Paramedics. A 12 lead EKG allowed Mr. Pollis' heart rhythms to be transmitted to the emergency room at William Beaumont Hospital - Troy for immediate, pre-arrival evaluation.

The SHFD personnel continued patient care during the ALS transport to William Beaumont Hospital - Troy where emergency room personnel took over care of Mr. Pollis. As a result of the emergency care administered by SHFD and hospital personnel, Mr. Pollis was able to recover and be released to continue his rehabilitation from home. Mr. Pollis and his family are here tonight to meet those who came to his aid and to receive the seventeenth Sterling Heights Fire Department Survival Coin.
AGENDA STATEMENT

**Item Title:** Swearing-in ceremony for new Sterling Heights Firefighter/Paramedics (Presentation - Ed Miller, Assistant Fire Chief).

**Submitted By:** Fire Department

**Contact Person/Telephone:** Christopher Martin, Fire Chief - 586.446.2951

**Administration Approvals:**

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

**Executive Summary**

Assistant Fire Chief Ed Miller will be introducing and swearing-in the following four individuals who have recently been hired to serve the City, its businesses, and residents as Firefighter /Paramedics in the Sterling Heights Fire Department:

- Jacob White
- Henry Schuchard
- Justin Segal
- Greg Smith
Item Title: To adopt an ordinance, as amended, to amend Chapter 2 of the City Code of Ordinances 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

Introduction - At the July 16th, 2019 regular meeting, the City Council introduced an ordinance amending Chapter 2 of the City Code to create a Youth Advisory Board. In the course Council deliberations, a number of amendments were suggested for incorporation into the amending ordinance. The City Attorney has reviewed Council suggestions and made the following text amendments to the ordinance that is being considered for adoption:

(a) The number of Youth Advisory Board members is increased from 15 to 20;

(b) To be eligible for appointment to the Youth Advisory Board, a student must have a cumulative grade point average of 2.5, rather than 3.0 as originally proposed;

(c) The number of Youth Advisory Board members needed to hold a meeting is reduced from one-half to one-third of the appointed members.

Background - Communities throughout the country have created advisory boards and commissions, particularly during the past decade, that are designed to provide input and recommendations from the youth in the community on local government initiatives, policies, events, and programming. Although similar in design, every community's youth advisory board has its own unique nuances.

In order to prepare the most comprehensive and modern 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 reviewed ordinances, resolutions, and bylaws created by communities in Michigan, Arizona, California, Indiana, Maryland, Missouri, New Jersey, New York, Oregon, and Texas. 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 YAB at 20 members (modified from 15 members when the ordinance was introduced at the July 16th meeting), appointed by City Council each year in June.

3. Requiring that the members be high school students when appointed, from a range of backgrounds and interests, with a minimum 2.5 GPA (modified from 3.0 as requested at the July 16th meeting).

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

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

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

7. 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.

8. Meetings of the YAB will 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.

9. 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).

10. 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 maintain a three-year action plan for City Council to consider.

11. A quorum for conducting a meeting of the YAB is one-third of the appointed members, which is a reduction from the original requirement of one-half of the members appointed.

Recommendation - City Administration is recommending that the ordinance be adopted, as amended.

**Suggested Action:**

Resolved, to adopt, as amended, 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.
2-150.51. MEMBERSHIP; APPOINTMENT; TERMS; OFFICERS.

(A) The Youth Advisory Board shall consist of fifteen-twenty (15–20) members appointed by the City Council at a meeting in June.

(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 3.25 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 majorityOne-third 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 regular meeting of the City Council of the City of Sterling Heights on the 16th day of July, 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 Michael C. Taylor called the meeting to order at 7:00 p.m.

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


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

Absent: Henry Yanez

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

Yes: All. The motion carried.

5. **REPORT FROM CITY MANAGER**
   Mr. Vanderpool reminded everyone that the Sterling Heights Police Department is hosting the law enforcement day on Tuesday August 6, 2019, from 6:30 pm to 9:00 pm, in front of the Police Department. A lot of families show up and it is fun for everyone. The event will include demonstrations of public safety equipment, displays from the Police and Fire Departments.
Emergency service personnel will speak to residents about established volunteer programs such as Citizen Emergency Response Teams (CERT), neighborhood watch and Citizens on Patrol (COPS). There will be various prizes, raffles and refreshments.

Mr. Vanderpool stated that Sterling Heights is diligently working on a reforestation program for the City. Mr. Vanderpool is pleased to announce that the city has received a significant donation from ITC to help with the sustainability. Each year ITC funds a program called Right Tree, Right Place. This is the third year in a row that the city has received funding through this program. With prior funds, trees have been replaced at the skate park, Hampton Park, as well as new trees planted at Arlingdale and Dodge Park. The new six-thousand dollars that ITC is donating will go towards tree planting at Baumgartener and strategic plantings at Meadowview Park, which is in a historically wet area. The trees help dry out those wet areas.

Mr. Vanderpool invited DPW Director, Michael Moore, to speak about an item on the Consent Agenda, to award a bid for the new DPW facility. Mr. Vanderpool also stated that the Finance and Budget Director, Jennifer Varney will also give a synopsis regarding the financing of the project.

Mr. Moore discussed several concerns about the current DPW facility such as the age of the building with no major improvements or upgrades having been done, exposure to vehicle gases throughout the building, cracked
infrastructure, sanitary structures in employee offices, and lack of space to house a staff of 85 employees.

Mr. Moore stated that Kueny Architects LLC, John Wollencamp, worked with employees to help design the building. Some items include a parking facility that is separate from the fleet garages and a large training room to accommodate the staff. The project is re-using 100 percent of the steel from the current facility. The project will be phased and there will be zero interruptions to service to the public. The tow yard and athletic storage facility will be revised. There will be covered storage areas outside that will meet with the Department of Environment, Great Lakes, and Energy (EGLE) requirements. There will also be more room to work on ambulances and ladder trucks without having to move other vehicles out of the way. The new facility will include a vehicle weigh scale, to weigh salt trucks to ensure proper safety, and to assist the Police Department with weight enforcement. Mr. Moore stated that in redesigning the building it was important for the DPW to go green. Re-using 100 percent recycled steel, 80 percent natural light to all areas, low maintenance landscaping. Several different departments reviewed the plans and gave feedback on the project.

Mr. Moore discussed the bidding process and the decision to use LaSalle Inc. He stated that LaSalle Inc. had great references from such companies such as US Army, General Motors, Walmart, Wyandotte Police Dept., etc. LaSalle is committed to supplier diversity and make an effort to work with minority,
women, disadvantaged, and veteran owned businesses. During discussions with LaSalle more than 50 percent of the labor will be conducted by a Union workforce. Mr. Moore stated that he and Building Official, Mike Vizanko, visited a LaSalle construction site and were very pleased with the safety procedures in place. Mr. Moore and Risk Management consultant, Mark Carufel, confirmed that LaSalle had no injuries or OSHA filings within the last three years. Mr. Moore stated if Council approves the award, construction will start at the end of the summer and have a completions time of 395 days. The estimated completed cost is $24,696,250. Mr. Moore expressed his appreciation and thanks to Council for considering this renovation and is seeking their approval tonight.

Finance and Budget Director, Jennifer Varney, explained the proposed financing of this building. There is a bond authorizing resolution on the agenda tonight that, if approved by Council, will authorize the City to borrow twenty-five million dollars by issuing bonds to be paid back over a twenty-year period. Due to the City’s high bond rating and a very favorable interest rate environment, a very low interest rate is expected at 2.5 percent or less for the bond sale on August 06, 2019. The bond payments will be financed with General Fund an estimate of the payment was included with the Budget that was just approved. There will be no tax increase to finance these bonds. Ms. Varney stated that the City still has a very low debt margin. With the bonds the debt margin will only be at 23.7 percent.
Mr. Vanderpool inquired if there are further questions, and noted he will be providing reports to Council and periodic updates to the public. Mr. Vanderpool stated that he is looking forward to this very exciting project. He complimented the DPW director and the entire team for working so diligently on this project for the last couple of years and that they did an excellent job.

Mr. Vanderpool introduced a video about this year’s Sterlingfest and commented that he is looking forward to seeing everyone there.

Mayor Taylor thanked Mr. Vanderpool for his report.

6. PRESENTATIONS
A. Mayor Taylor stated this item is 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. He invited City Manager, Mark Vanderpool, to conduct a presentation.

Mr. Vanderpool stated that each year the Community Relations Department reaches out to many local businesses throughout the City and region to help support Sterlingfest. The donations help to offset the cost of the entire event, and obviously, the sponsorships are a big part of that. Mr. Vanderpool is proud to say that this year Sterling Heights has cumulatively received over $117,000 so far and are on pace to exceed last year. Including four very large donations of $10,000 each from AT&T, Christian Financial Credit Union, FCA US LLC., and Ford Motor Company. The City is extremely grateful for these generous donations and will properly identify all the companies with large signage and
placement with their logos throughout the entire event. Mr. Vanderpool stated that in line with the administrative procedure and policy order regarding contributions any donation over $10,000 must be accepted by the City Council. Due to the very busy schedule of corporations over the summer months, most were not able to attend this evening except for Christian Financial Credit Union. Mr. Vanderpool invited their representative, Ashley May, to speak.

Ashley May from Christian Financial Credit Union stated that Christian Financial is excited to be sponsoring the Sterling Heights fireworks for the second year. One of the core philosophies of Christian Financial is people helping people, what a better way is there then to invest in Sterling Heights. Their new headquarters will be at 15 Mile Rd and Van Dyke and will include a walking trail, picnic areas and apple trees for the community to enjoy. Ms. May stated that they are looking forward to a continued partnership with the City of Sterling Heights for years to come.

Mayor Taylor thanked all of the sponsors, particularly Christian Financial for being present at tonight’s meeting.

Moved by Sierawski, Seconded by Taylor, 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.

Yes: All. The motion carried.

Mayor Taylor thanked all of the sponsors for their continued support of Sterlingfest. He stated that Sterlingfest was named the top summer festival in
Metro Detroit. The festival is going to be bigger and better this year. The fireworks are one of the biggest events.

7. **PUBLIC HEARINGS**
   
   A. Mayor Taylor stated this is to consider the application by HTI Cybernetics, Inc. for an Industrial Facilities Tax Exemption Certificate (IFEC) at 40033 Mitchell Drive. He invited Senior Economic Development Advisor, Luke Bonner to give a presentation.

   Mr. Bonner stated that this is an exciting new project in the city at Sterling Enterprise Park. He explained that the applicant, HTI Cybernetics, Inc. is making a 15 Million dollar investment and creating 50 new jobs to go along with the current 80 jobs. He provided a summary of the company, building and expected new employment.

   Mr. Eric McAlexander, CEO provided a brief history of their business, which started in 1983. They have been operating solely in Sterling Heights since the late 2000’s. HTI is a supplier to Tier 1 and OEM suppliers. They want to continue to expand. There is great access to highly skilled employees and resources in Sterling Heights. Mr. McAlexander stated that Sterling Heights is a perfect place to do business. He thanked Council for the opportunity to speak to Council.

   Mayor Taylor opened the public hearing and invited comments from the audience, but no one spoke.

   Mayor Taylor closed the public hearing.
Moved by Ziarko, Seconded by Schmidt, 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.

Councilwoman Ziarko stated that she is grateful for the patience that HTI Cybernetics, Inc. has shown through the hard times and asked the petitioner if there is an apprenticeship program through their company? Any skilled trade training?

Mr. McAlexander stated they would like to set up an apprenticeship program. Get young people interested in skilled trades.

Councilwoman Ziarko commented that there was an era of thinking that everyone should go to college. Now we have learned that college is not for everybody. There is a limited amount of skilled trade workers, and glad that we are starting to regenerate that workforce.

Mr. McAlexander stated that he is glad that companies are starting to take the skilled trades training back on.

Councilwoman Ziarko stated that she is appreciative of the fifty new jobs that are being created at this new facility. She asked what is to become of the two buildings that HTI Cybernetics, LLC is vacating.
Mr. McAlexander stated that both buildings were lease buildings. The lease for one building is up in March of 2020 and the other building has six years remaining and they will sub-lease that building. There are several interested parties.

Councilwoman Ziarko thanked Mr. McAlexander for his patience and investment.

Mayor Taylor thanked HTI Cybernetics, LLC. And wished them good luck at the new facility and their investment in the City.

Yes: All. The motion carried.

8. **ORDINANCE INTRODUCTIONS**

   A. Mayor Taylor explained this is to introduce an Ordinance amending Chapter 2 of the City Code to create a Youth Advisory Board. He invited Mr. Nathan Petrusak, Assistant City Attorney, to give the presentation. Mr. Petrusak explained this Ordinance amendment to create a Youth Advisory Board would help spur youth involvement in the City. Help the youth to take a more active role in shaping the cities policies, events and programs. The Ordinance being introduced tonight incorporates best practices from other local governments and specific needs and goals tailored to the City of Sterling Heights. This Board would help facilitate involvement in Local Government and providing insight, feedback and recommendations from a youth perspective to City Council. Mr. Petrusak highlighted the following items:

   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.

Mayor Taylor opened the floor for comments from the audience.

- Mrs. Jazmine Early – Youth Advisory Board participation.
- Mr. Nicholas Cavalli – Fantastic idea to get youth involved in politics.

Moved by Ziarko, Seconded by Schmidt, Resolved, to introduce the ordinance amending Chapter 2 of the City Code to create a Youth Advisory Board.

Councilwoman Schmidt questioned who is the City liaison for this Board.
Mr. Petrusak replied that liaison will be the Community Relations Director or the designee of that department.

Councilwoman Schmidt stated that she is very excited about this Board, there was a youth advisory committee in the past and unfortunately, it fizzled out. She is excited to see this come back into action. Hopefully there will be a lot of good discussions in the group, and suggestions for the City Council.

Councilwoman Koski stated that there was a teen council created several years back and it fizzled out. She offered suggestions to incorporate into the Ordinance. In the past someone would approach teachers at schools to ask for recommendations. Councilwoman Koski would like to see more than 15 youth on this board, the students are not going to be able to attend every single meeting. She also questioned if the 3.0 GPA can be lowered, some students may not be good at taking tests, but may be creative and have great ideas. They should also have the opportunity to apply for the Youth Board. Councilwoman Koski truly wants to see this program succeed. She hopes that there is good participation and the Board will get students who have great ideas for the City.

Councilman Radtke thanked Councilwoman Koski for her wonderful suggestions. Councilman Radtke sent an email to administration requesting that the GPA requirement be lowered to 2.5. Most students need a 2.0 to play sports. Some students are not good at books, but can be good at painting, or
other activities that would benefit Council. Councilman Radtke inquired if he needed to make a friendly amendment to change the GPA requirement.

City Attorney, Marc Kaszubski, replied if there is consensus to lower the GPA requirement then the Ordinance can be adjusted prior to adoption.

Councilman Radtke requested that the GPA be lowered to 2.5.

Mayor Taylor asked if there were any objections to lowering the GPA to 2.5, no one objected and Mayor Taylor stated that there was consensus. Mayor Taylor inquired if Councilwoman Koski would also like to adjust the amount from 15 to 20 students on the Board. Mayor Taylor asked if there were any objections to adjusting the number from 15 to 20, no one objected.

Councilwoman Ziarko inquired if the Youth Advisory Board was required to meet the quorum standards in order to hold a meeting.

Councilman Radtke inquired if the quorum number can be reduced, such as having a quorum of ten, with twenty members.

Mayor Taylor asked Mr. Kaszubski if that was a possibility.

Mr. Kaszubski stated that he will research the quorum and report his findings to Council.

Mayor Taylor stated that he would like to have a couple options to choose from regarding the quorum.

Councilman Radtke stated that he agreed with Councilwoman Koski’s suggestions regarding recommendations. He stated that he would like students from the High School’s, both private and public, to be able to attend.
He would like to create a pool of students to choose from, based on recommendations from teachers.

Mr. Kaszubski stated that the thought process for the Youth Advisory Board was that they would approach all the school districts and try to work with the History and Government teachers and maybe they would want to offer extra credit to those who would join and try to promote the program. Mr. Kaszubski also stated that they did not want to put a certain quota on individual High Schools or any particular type of school, because there are homeschooled children, public and private schools also. They want to get a good cross section of the entire community.

Mr. Radtke stated his goal was to get the applications into the Council.

Mr. Kaszubski stated that the idea is to seek out recommendations as part of the application process, which will be developed going forward.

Mr. Radtke stated that he was in support of this and that it will be a wonderful addition to the City.

Mayor Pro-Tem Sierawski stated that she is in favor of lowering the GPA and working with Government teachers in all the districts that would affect Sterling Heights students. Mayor Pro-Tem Sierawski stated that there be open applications for any students interested in applying for the Youth Board. She is tremendously in favor of this Advisory Board. She stated since being in this position, she has realized how little our children have been taught about government and that transcends into the adults not really understanding the
different forms of government. Mayor Pro-tem Sierawski stated that it is very important to bring in the children now so they can learn from example and hands on.

Councilwoman Ziarko questioned why the applications wouldn’t be handled the same way as other applications to Boards and Commissions. She stated that some students wouldn’t apply if they were required to get a recommendation. She thinks it is important to open it up to all interested youth in the City.

Councilwoman Koski stated that her intent was not to just take teacher recommendation, but have the teachers help recruit and encourage students to apply.

Mayor Taylor stated that nothing formal has to be done for the application process. He does not think it will be a struggle to find kids for this Youth Advisory Board, that there will probably be more applicants than they need. Mayor Taylor stated that it will be a very competitive process to be on the Youth Advisory Board with the size of the City.

Mayor Taylor stated that he is excited to attend the Conference of Mayors, which he is very involved. The conference takes place in Los Angeles, and will be hosting a Mayor’s Youth Summit. The conference is all expenses paid, including the flight, hotel and conference. They want Mayors around the country to bring two members of the youth community to come out and help shape policy. It is very important to hear those voices and get the younger
community engaged to hopefully become civic minded and understand local
government. Mayor Taylor stated that he is very excited about this opportunity
to create a model for others around the region and possibly the country.

Yes: All. The motion carried.

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

There were no comments from the audience.

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

A. To approve the minutes of the Regular Meeting Minutes July 02, 2019.
B. To approve payment of the bills as presented: General Fund - $1,183,466.19, Water & Sewer Fund - $2,905,851.78, Other Funds - $4,660,488.05, Total Checks - $8,749,806.02.
C. 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.
D. 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.
E. 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.
F. 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.
G. **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.

H. **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.

I. **Resolved**, to:
   - 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,
   - 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,
   - Authorize a budget amendment to use $1,221,132 of Major Road Fund Balance Reserves and $401,453 of Local Road Fund Balance Reserves.

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

Yes: All. The motion carried.

Mayor Taylor thanked all of the DPW employees and Mr. Moore for coming to the meeting. He stated that the new building is going to be incredible and is very much deserved. That the DPW does tremendous work and receives kudos from residents all the time.

10. **CONSIDERATION**

A. Mayor Taylor stated this is to consider nominations to the City of Sterling Heights Boards and Commissions. He opened the floor for public comments but no one from the audience spoke.

**Nomination to Board of Ordinance Appeals I:**
Moved by Schmidt, Seconded by Ziarko Resolved, to nominate James Mandl for consideration as an appointee to the Board of Ordinance Appeals I at the August 6, 2019 regular City Council meeting.

Councilwoman Schmidt stated that she happens to know Mr. Mandl and he is a very concerned resident about blight in our City and that he would be an awesome addition to this board. Mr. Mandl is eager to serve and Councilwoman Schmidt welcomes giving him the opportunity.

Yes: All. The motion carried.

**Nomination to Board of Ordinance Appeals I (Alternate):**

Moved by Radtke, Seconded by Sierawski, Resolved, to nominate Justin Smith for consideration as an appointee to the Board of Ordinance Appeals I (Alternate) at the August 6, 2019 regular City Council meeting.

Councilman Radtke stated that he spoke with Mr. Smith and that he is a teacher in Warren Consolidated Schools and just got his Master’s Degree, and is also a licensed Realtor. Mr. Smith cares a lot about how the properties appear in the City and he would like to get involved in local government.

Yes: All. The motion carried.

**Nomination to Board of Ordinance Appeals II:**

Moved by Radtke, Seconded by Taylor, Resolved, to nominate Roman Stojalowsky for consideration as an appointee to the Board of Ordinance Appeals II at the August 6, 2019 regular City Council meeting.

Yes: All. The motion carried.
Nomination to Board of Ordinance Appeals II (Alternate):

Moved by Radtke, Seconded by Taylor Resolved, to nominate Benjamin McMartin for consideration as an appointee to the Board of Ordinance Appeals II (Alternate) at the August 6, 2019 regular City Council meeting.

Councilman Radtke stated that Mr. McMartin has previously served on the Board and is willing to serve as an alternate as needed.

Yes: All. The motion carried.

B. Mayor Taylor stated this is to consider appointments to the City of Sterling Heights Boards and Commissions. He opened the floor for public comments but no one from the audience spoke.

Appoint to Historical Commission:

Moved by Radtke, Seconded by Ziarko, Resolved, to appoint Bryan Wojciechowski 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.

Councilman Radtke stated that Mr. Wojciechowski has been volunteering with the Historical Commission for some time, without being on it. Mr. Wojciechowski is very interested and Councilman Radtke would like to give him a chance to further serve.

Yes: All. The motion carried 7/0.

Appoint to Solid Waste Management Commission:
Moved by Radtke, Seconded by Sierawski, Resolved, to appoint Nathan Inks 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.

Councilman Radtke spoke with Mr. Inks and stated that he is an attorney and is very interested in getting involved with government. Mr. Inks is not only interested in solid waste management, but conservation also. Councilman Radtke stated that he thinks Mr. Inks would be a great addition to the Solid Waste Management Commission.

Yes: All. The motion carried 7/0.

10. COMMUNICATIONS FROM CITIZENS
   • Mr. Charles Jefferson – Ride Share at Sterlingfest. CarMax, Taxes.
   • Ms. Nancy Hume – Youth Advisory Board, GPA, Sterlingfest.
   • Ms. Early – Patriotic Week, Spirit of America

11. REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL
Mr. Vanderpool stated that at Sterlingfest there will be a designated ride share drop off and pick up at Stevenson High School. There will be adequate signage indicating such.

Mr. Kaszubski stated he has nothing to report this evening.

Councilman Radtke asked Mr. Vanderpool to talk about the complaints regarding the Tim Horton’s on Schoenherr Rd. He stated that he has received multiple emails regarding the construction going on there. He would like Mr. Vanderpool to provide an update to the residents. Councilman Radtke
requested that the Parks and Recreation Director appear at the next Council Meeting to give an update on the final park improvements to the residents. He has received a lot of emails and calls about kayaking and improvements to Moravian Park and other parks.

Mr. Vanderpool responded by saying that the Tim Horton’s construction was delayed for quite some time now. The company provided the City with an updated construction schedule today. He was not able to review the schedule in detail yet, however he is happy to share that updated schedule with City Council. The City does not control the dynamics of financing and funding, franchisees and franchisors, but we do know the project is moving forward and hopefully will be completed under the new time schedule. Mr. Vanderpool will provide an update at the next Council Meeting. He also agreed that it would be beneficial to have the Parks & Recreation Director give an update at the next Council Meeting on where the status of the park projects. They are in the home stretch of all of our re-creating recreation projects and we would be happy to share an update.

Mayor Pro Tem Sierawski wants to encourage everyone to come out for Sterlingfest all three days. Mayor Pro Tem Sierawski stated that on Saturday morning there will be Council Members in the dunk tank. The dunk tank is put on by the wives of Sterling Heights Police Officers and the proceeds will be given to multiple charities that they support.
Councilwoman Schmidt inquired what time Mayor Taylor will be in the dunk tank.

Mayor Taylor reminded everyone to come out to Sterlingfest, Thursday, Friday and Saturday. He appreciates all the support from the community and is looking forward to another great year.

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

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

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

    Yes: All. The motion carried.

    The meeting adjourned at 8:20 p.m.

________________________________________

MELANIE D. RYSKA, City Clerk
**EXPENDITURES FOR THE MEETING OF**  
*August 6, 2019*

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AGENDA STATEMENT

Item Title: To purchase park and nature trail amenities at pricing available through a U.S. Communities Government Purchasing Alliance cooperative Request for Proposals (Estimated expenditure of $115,469).

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

Since voter-approval of the Recreating Recreation millage in November, 2016, the Parks & Recreation Department has been working to upgrade the various park amenities at all City parks, including benches, picnic tables, bike racks, and garbage containers.

The City has previously purchased complimentary benches, picnic tables, bike racks, and trash receptacles for installation in conjunction with new GameTime play structures that were being installed throughout the municipal park system. These amenities were purchased from GameTime at pricing available through a U.S. Communities Government Purchasing Alliance cooperative Request for Proposals (RFP). Request is now being made to purchase benches, picnic tables, bike racks, bike servicing stations, and trash receptacles for installation within Baumgartner Park, Joseph J. Delia, Jr. Park, Farmstead Park, Moravian Park, Nelson Park, and on the non-motorized nature trail linking Joseph J. Delia, Jr. Park to the Nature Preserve. Most of these parks are currently under renovation.

U.S. Communities Government Purchasing Alliance issued a request for proposals to include park amenities and accepted GameTime's proposal. The resulting cooperative contract may be used by eligible communities nationwide. Sinclair Recreation, LLC, based in Holland, Michigan, is GameTime’s exclusive distributor of GameTime equipment in the states of Michigan and Indiana.

Recommendation is being made to purchase the park amenities from GameTime at unit pricing available through the U.S. Communities Government Alliance Purchasing cooperative RFP. This cooperative RFP affords the City with competitive pricing and a standardized product throughout the park system for the desired park amenities. The cumulative cost for all of the aforementioned amenities is $115,469.16.
**Suggested Action:**

Resolved, to purchase park and nature trail amenities from GameTime, 150 Playcore Drive SE, Fort Payne, Alabama 35967, at unit pricing available through a U.S. Communities Government Purchasing Alliance cooperative RFP, Contract #2017001134, in the cumulative amount of $115,469.16.
GENERAL INFORMATION:
Cooperative purchasing is an efficient way for governmental entities to utilize combined purchasing power to obtain greater discounts for needed products and services. The Parks & Recreation Department and Office of Purchasing previously researched options for the purchase of park site amenities to include benches, picnic tables, bike racks and trash receptacles. These amenities are permanently ground mounted, thereby eliminating the risk of theft or relocation in the City’s park system. Purchase of these park site amenities will be from GameTime at competitive pricing available through a U.S. Communities Government Purchasing Alliance cooperative proposal.

It is expected that the City will spend $115,469.16 for the purchase of site amenities at various city parks and the new nature trail. Funding for the purchase of all park site amenities will come from Recreating Recreation and be charged against 26775753 (Recreating Recreation Fund), 972795 (Park Improvements), and 751000 (Operating Supplies).

STAFF ANALYSIS AND FINDINGS:
The Parks & Recreation Department has elected to standardize park site amenities throughout the parks system. This approach will achieve the dual objective of presenting a uniform look throughout the park system and gaining efficiencies by having the same product and vendor to work with in case there is a need for repair or replacement.

The City of Charlotte, NC was the host community for a U.S. Communities Government Purchasing Alliance Cooperative Request for Proposals, RFP#269-2017-028. This RFP included playground structures, equipment, surfacing material, park site furnishings/amenities, and related products and installation services. The proposal by GameTime, a PlayCore company based in Alabama, was accepted in May, 2017 and generated Contract #2017001134. All members of the U.S. Communities Government Purchasing Alliance may purchase GameTime park amenities through this cooperative purchasing contract. The city of Sterling Heights is a member of U.S. Communities. This term of this cooperative extends through June 30, 2022.

GameTime, a nationwide vendor, utilizes Holland, Michigan-based Sinclair Recreation, LLC as its exclusive representative authorized to sell GameTime products in the states of Michigan and Indiana. The city of Sterling Heights has recently purchased GameTime park amenities and playground equipment through Sinclair Recreation with exceptional results. Installation of these park amenities will be completed by Sinclair Recreation.

STAFF RECOMMENDATION:
Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
GameTime c/o Sinclair Recreation
128 E. Lakewood Blvd., Suite 40
Holland, MI 49424
Matt Campanella, Sales Associate
matt@sinclair-rec.com
Date: July 2, 2019

To: Jared Beaudoin, Purchasing Manager

From: Kyle R. Langlois, Parks and Recreation Director

Subject: Site Amenity Recommendation

As you know, the residents of Sterling Heights approved the Recreating Recreation millage in November of 2016. The millage proposal included the renovation of twenty six parks throughout the City, with each park receiving different renovations pending the size, use, and existing site plan. City staff has been working with architects to help design and implement the renovation plan, and as you know, we have already made tremendous progress. Part of the plan is to install various site amenities at all of the parks including benches, picnic tables, bike racks, and garbage cans. A number of parks have already received updated amenities as we are in phase three of purchasing like amenities to provide a consistent look and durable products throughout our park system. To date, the parks that have already received these amenities are Arlingdale, Avis, Beaver Creek, Chappelle, College, Delia (partial), Dodge, Baumgartner (partial), Franklin, Hadley, Hampton, Imus, and Washington Square, as well as on all the playgrounds. Where applicable, these amenities are permanent, ground mounted site amenities, so we will be less likely to find them washed away, stolen, or taken for other internal events, thus leaving our entire park system prepared to host residents on a daily basis.

Given the background information, it is my recommendation to purchase another round of these site amenities via the Omnia Partners contract through Game Time's local sales representative (Sinclair Recreation) in the amount of $115,469.16 ($89,802.31 including freight and installation is for the parks, and $25,666.85 including installation and freight is for the nature trail). These amenities will be placed at Delia Park, Baumgartner Park, Farmstead Park's pavilion, Nelson Park's pavilion, and Moravian Park, as well as on the non-motorized trail from Delia Park to the Nature Preserve. For this sum, we will be receiving the following items based on the needs outlined in architectural drawings for the site:

Parks ($89,802.31)
- 6' Bench W/Back (4)
- 46" Surface Mounted or In Ground Single Pedestal Table (21)
- 46" ADA Surface Mounted Single Pedestal Table (4)
- Trash Receptacle W/Flat Top (16)

Nature Trail ($25,666.85)
- 6' Bench w/ Back (6)
- Trash Receptacle with Flat Top (3)
- Bike Repair Stations (3)
• Bike Racks (3)

It is important to note that all of the amenities for parks will be funded through the Recreating Recreation millage, from account 26775753 – 833000, and the nature trail amenities will be funded through account 26775753- 972795. More site amenities will be purchased next fiscal year as we continue to renovate the balance of the parks and phase out the oil drum trash cans and old wood picnic tables. Please contact me at extension 2705 if you have any questions.

Thank you!
# Tables, receptacles, and benches-Revised

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>28021</td>
<td>Game Time - P/S Food Court Table S/M</td>
<td>$2,011.00</td>
<td>$42,231.00</td>
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<tr>
<td>4</td>
<td>28022</td>
<td>Game Time - Ada Food Court Table S/M</td>
<td>$1,709.00</td>
<td>$6,836.00</td>
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<tr>
<td>16</td>
<td>28026</td>
<td>Game Time - Receptacle W/Flat Top Inground</td>
<td>$769.00</td>
<td>$12,304.00</td>
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<tr>
<td>4</td>
<td>28009</td>
<td>Game Time - 6' P/S Bench W/Back Inground</td>
<td>$663.00</td>
<td>$2,652.00</td>
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<tr>
<td>1 INSTALL</td>
<td></td>
<td>Game Time - Installation of the above tables, receptacles, and benches - Does NOT include concrete pads for the surface mount tables.</td>
<td>$24,450.00</td>
<td>$24,450.00</td>
</tr>
</tbody>
</table>

SubTotal: $88,473.00  
Discount: ($1,920.69) 
Freight: $3,250.00  
Total Amount: $89,802.31

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT GAME TIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAME TIME, C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales Tax will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Payment terms: Payment in full, net 30 days subject to approval by Game Time Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 30-45 days after Game Time's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.
Tables, receptacles, and benches-Revised

Acceptance of quotation:

Accepted By (printed): ____________________________

Signature: ______________________________________

Title: __________________________________________

Facsimile: ________________________________

Email: _________________________________________

P.O. No: _______________________________________

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _________________________________________

Phone _________________________________________

Purchase Amount: $89,802.31

REQUIRED ORDER INFORMATION:

Bill To: _________________________________________

Contact: _______________________________________

Address: _______________________________________

Address: _______________________________________

City, State, Zip: _________________________________

Tel: (For Accounts Payable) _______________________

Email: _________________________________________

Ship To: _________________________________________

Contact: _______________________________________

Address: _______________________________________

Address: _______________________________________

City, State, Zip: _________________________________

Tel: (To call before delivery) _______________________

Email: _________________________________________

COLOR SELECTIONS: ____________________________

SALES TAX EXEMPTION CERTIFICATE #: ____________

(Please provide a copy of certificate)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED.
Benches, receptacles, and bike repair-Revision Two

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part #</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>6</td>
<td>28009</td>
<td>Game Time - 6’ P/S Bench W/Back Inground</td>
<td>$663.00</td>
<td>$3,978.00</td>
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<tr>
<td>3</td>
<td>28026</td>
<td>Game Time - Receptacle W/Flat Top Inground</td>
<td>$769.00</td>
<td>$2,307.00</td>
</tr>
<tr>
<td>3</td>
<td>FIXIT-H</td>
<td>Miscellaneous Non GameTime - Surface Mount, Powder Coated Bike Repair Station</td>
<td>$732.00</td>
<td>$2,196.00</td>
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<tr>
<td>3</td>
<td>AIR KIT 3-B</td>
<td>Miscellaneous Non GameTime - Metal Pump Head, Powder Coated Bike Air Pump</td>
<td>$662.00</td>
<td>$1,986.00</td>
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<tr>
<td>2</td>
<td>F7700</td>
<td>Game Time - 9 Pos Loop Rack Flush Mount</td>
<td>$385.00</td>
<td>$770.00</td>
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<tr>
<td>1</td>
<td>F7703</td>
<td>Game Time - 5 Pos Loop Rack Flush Mount</td>
<td>$261.00</td>
<td>$261.00</td>
</tr>
<tr>
<td>1</td>
<td>INSTALL</td>
<td>Game Time - Installation of the above benches, receptacles, and bike repair stations - Includes three 8’ x 6’ concrete pads for the bike repair stations and two 10’ x 4’ concrete pads and one 6’ x 4’ concrete pad</td>
<td>$13,600.00</td>
<td>$13,600.00</td>
</tr>
</tbody>
</table>

SubTotal: $25,098.00
Discount: ($428.58)
Freight: $997.43
Total Amount: $25,666.85

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O SINCLAIR RECREATION.

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Shipment: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.
Benches, receptacles, and bike repair-Revision Two

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): ________________________________
Signature: ________________________________
Title: __________________________________________
Facsimile: ________________________________
Email: __________________________________________

P.O. No: ________________________________
Acceptance of quotation:

Date: ________________________________
Phone: ________________________________

Purchase Amount: $25,666.85

REQUIRED ORDER INFORMATION:

Bill To: ________________________________
Contact: ________________________________
Address: ________________________________
Address: ________________________________
City, State, Zip: ________________________________
Tel: (For Accounts Payable) ________________________________
Email: ________________________________

Ship To: ________________________________
Contact: ________________________________
Address: ________________________________
Address: ________________________________
City, State, Zip: ________________________________
Tel: (To call before delivery) ________________________________
Email: ________________________________

COLOR SELECTIONS: ________________________________

SALES TAX EXEMPTION CERTIFICATE #: ________________________________ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED.
The Tuffclad® benches can be designed to match your playground. A variety of color options for seats, backs and frames allow you to create a bench that blends seamlessly into your play space, and the deep seat and backrest create a comfortable seating surface for adults or children taking a break from their recreational activities. Benches are available in 6' and 8' lengths...

**Features and Benefits:**
- Galvanized pipe frame
- Punched steel seat and back with plastisol coating
- High quality, durable hardware

**Model:** 28009

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information.

Certified Installer Network - Gametime trained for Gametime playgrounds.

Complies with ASTM standards before it leaves the factory.
Features and Benefits:

- Heavy Duty 3/16" thick center support
- 4” square post with 3” square seat supports and 2” square seat braces
- ADA table includes three seats to facilitate wheelchair access
- Available inground or surface mount

Model: 28021

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information

GameTime
Single Pedestal Tuffclad Series Food Court Table

Playcore Company

D esigning award-winning playgrounds since 1969.

Certified Installer Network - GameTime trained for GameTime playgrounds.

Compatible with ASTM standards before it leaves the factory.
# Tuffclad Series ADA Picnic Table

<table>
<thead>
<tr>
<th>Features and Benefits:</th>
<th>Model: 28016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information</td>
</tr>
</tbody>
</table>

**Designing award-winning playgrounds since 1989.**

**Certified Installer Network:** GameTime trained for GameTime playgrounds.

**Complies with ASTM standards before it leaves the factory.**
GameTime's Tuffclad Litter Receptacles blend durability with attractive design to create visually appealing site solutions that are built to last. The 32 gallon refuse container is enclosed in a durable, plastisol-coated punched steel receptacle that offers a variety of color options to match your recreation space or playground. The 16 gauge steel lids are available as a dome...

**Features and Benefits:**
- Plastisol coated punched steel receptacle
- 32 gallon, plastic refuse container
- 16 gauge galvanized steel lid
- Powder coat lid finish
- High quality, durable hardware
- Available with dome or flat lid
- Available for in-ground or surface mounting

**Model:** 28026

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information.
Create a visually appealing and durable bicycle parking solution for your recreation area. Available in 3', 5' and 7' lengths, the popular u-shaped rack allows parking for between five to nine bicycles and creates attractive sightlines in your recreation space. The bright powder coating gives it a colorful shine, and the variety of color options allows you to create a rack...

Features and Benefits:
- Fabricated 2-3/8" O.D. galvanized pipe
- Bright powder coat finish
- Extends approximately 24" below ground level for in-ground mounting
- Visually appealing and durable bicycle parking solution that is ideal for high-use recreation areas.

Model: 7700

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information.
Today’s Service Station

The Fixit includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs. The tools are securely attached to the stand with stainless steel cables and tamper-proof fasteners. Hanging the bike from the hanger arms allows the pedals and wheels to spin freely while making adjustments.

Patents D680,914 S1 and US 9,498,880 B2
Hanger arms accommodate most types of bikes

QR code takes smart phone users to comprehensive bike repair web site

Large surface area for sponsorship, branding, or way-finding signage

Tools are secured with braided stainless steel aircraft cables

Add your choice of an Air Kit bike pump (sold separately) to keep your cyclists' tires topped up and ready to roll. The Air Kits feature our new Metal Head™, a sturdy cast aluminum pump head with Presta and Schrader valve compatibility.

Includes most commonly used tools for simple bike maintenance

Screwdrivers and Allen Wrenches are on swivel connectors for easier use

QR code takes smart phone users to comprehensive bike repair web site

Includes most commonly used tools for simple bike maintenance

Screwdrivers and Allen Wrenches are on swivel connectors for easier use

These public bike repair products require occasional maintenance and replacing of parts to remain serviceable.

**FINISH OPTIONS**

<table>
<thead>
<tr>
<th>Galvanized</th>
<th>Stainless</th>
<th>Powder Coat</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNH Bright Yellow</td>
<td>Orange</td>
<td>RAL 2004 RAL 1001</td>
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<tr>
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<td>Green</td>
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</tr>
<tr>
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<tr>
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</tr>
<tr>
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<td>CNH Bright Yellow</td>
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</tr>
</tbody>
</table>
GameTime Contract

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products & Services

Lead Agency:
City of Charlotte, NC

Contract Number:
2017001134

5 year initial term, July 1, 2017 - June 30, 2022 Option to renew for (2) additional (2) year periods

Contract Updates
Contract Amendment 1 added on January 4, 2018

Postings
Number of suppliers who responded to RFP: 5

Posting Information: Date Posted:
U.S. Communities: Current Solicitations Jan 25, 2017 - Mar 16, 2017
Omaha/DemandStar Jan 25, 2017 - Mar 16, 2017
City of Charlotte, NC Jan 25, 2017 - Mar 16, 2017
Canadian MERX Public Tenders Jan 25, 2017 - Mar 16, 2017
State of Hawaii and Oregon Jan 25, 2017 - Mar 16, 2017
Oregon Association of Counties Jan 25, 2017 - Mar 16, 2017
COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

RFP #269-2017-028

January 25, 2017
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS
WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the “Contracting Agent” for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency’s access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:
Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. TERM. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City’s facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. OPTIONAL PRODUCTS AND SERVICES: The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. DOCUMENTATION: the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. COMPENSATION. The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit C. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.
IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: ____________________________

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. OF SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: ____________________________

PRINT NAME: RANDY HARRINGTON

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: ____________________________

PRINT NAME: CHRISTIE GIBSON

TITLE: ASS MGR

DATE: 5/11/17
AGENDA STATEMENT

Item Title: To purchase two Henderson Mark-E dump truck bodies at pricing available through a Sourcewell cooperative purchasing contract (Total cost of $56,700).

Submitted By: Office of Purchasing

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

Administration Approvals:

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

Executive Summary

The Department of Public Works’ current vehicle fleet includes 22 dump trucks, twelve of which are tandem axles ranging in age from 3 to 25 years old. These large, heavy-duty trucks perform a variety of functions for the DPW, but are essential to snow plowing and salting operations on the City’s 349 miles of major and local roads.

In 2001, the City purchased two new Sterling dump trucks, #9211 and #99-001. In addition to snow plowing operations, these trucks perform many functions for the DPW, including, gravel road and shoulder grading and material hauling. After over 18 years of service, the dump bodies on both Sterling trucks have deteriorated and no longer are able to haul material safely and effectively.

Following an internal review of available options, the DPW is recommending removal and replacement of the existing dump bodies with two new Mark-E dump bodies manufactured by Henderson Products, Inc. The installation of these Henderson Mark-E dump bodies will extend the useful life of Sterling dump trucks, #9211 and #99-001, for the myriad of uses required by DPW operations.

The two Henderson Mark-E dump bodies, and all parts and labor required to outfit the tandem axle vehicles, will be purchased from Henderson Products’ exclusive dealer, Knapheide Truck Equipment, 1200 S. Averill Avenue, Flint, MI 48503, at competitively bid pricing available through a Sourcewell (f/k/a National Joint Powers Alliance (NJPA)) cooperative contract, no. 080114. Based on the pricing available through the Sourcewell cooperative contract, the City’s total cost is $56,700.

Suggested Action:

Resolved, to purchase two Henderson Mark-E dump bodies, including parts and labor, from Knapheide Truck Equipment, 1200 S. Averill Avenue, Flint, MI 48503, at pricing available through a Sourcewell cooperative contract, #080114, in the amount of $56,700.
CITY OF STERLING HEIGHTS
STAFF REPORT
August 6, 2019

Prepared By: Jared Beaudoin, Purchasing & Facilities Maintenance Manager Ext. No. 2741

GENERAL INFORMATION:

The Department of Public Works (DPW) is requesting approval to purchase two Henderson Mark-E dump bodies as replacement for original equipment on two 2001 Sterling dump trucks.

Funding for these items is included within the approved fiscal year 2019/20 budget in 11744553 (Fleet Maintenance) 759000 (Parts & Sublet Services) in the total amount of $56,700.

STAFF ANALYSIS AND FINDINGS:

The Henderson model Mark-E dump body is available for purchase at competitively-bid pricing through a Sourcewell (f/k/a National Joint Powers Alliance) cooperative purchasing contract, #080114. The total cost of the two Mark-E dump bodies, including parts and labor, is $56,700.

As supported by the attached correspondence from Henderson Products, Inc., Knapheide Truck Equipment is the exclusive/sole source vendor for its products in Michigan. The DPW has purchased trucks, dump bodies, and snow removal equipment from Knapheide in the past with positive results. The vendor currently provides quality service, equipment and parts on a regular basis.

Please see the attached recommendation from the DPW’s Operations Manager for further information.

STAFF RECOMMENDATION:

Please refer to the Suggested Action on the accompanying Agenda Statement.
Notification list:
Knapheide Truck Equipment
1200 S. Averill Avenue
Flint, MI 48503
Jim Fountain, Sales
jfountain@knapheide.com
Date: July 16, 2019

From: Erik Skurda, Operations Manager

To: Jared Beaudoin, Purchasing Manager

Subject: Recommendation – (2) Two Henderson Dump Box Bodies with Installation

The Department of Public Works maintains a fleet of 22 dump trucks with snow removal capabilities. Due to the age of the existing fleet (ranging from 1989 to 2019) and, in order to extend the life of these trucks, DPW must replace items such as dump bodies. The DPW will utilize these new dump bodies on (2) two 2001 Sterling dump trucks vehicle #’s 9211 and 99-001. These trucks are utilized during snow and ice removal operations, material hauling, road grading, and shoulder maintenance.

These heavy truck dump bodies with installation will be purchased through a reputable dealer at competitive pricing. Purchasing the dump boxes with installation included will maximize the vehicle’s capabilities, useable life, and effectiveness for DPW staff.

The Department of Public Works has reviewed the specifications for the Henderson Mark-E cross member-less type dump bodies through Sourcewell co-operative purchasing contract #080114-HPI. After researching and reviewing existing governmental cooperatives we recommend purchasing these dump bodies, one for 9211 a single axle truck at $28,850, and one for 99-001 a tandem axle truck at $27,850 through the Sourcewell award agreement from:

Knapheide Truck Equipment
1200 South Averill Ave
Flint MI, 48503
Attn: Jim Fountain, jimfountain@knapheide.com

This dealer offered the lowest price, meeting all specifications required. The Department of Public Works has previously purchased dump body installation services from Knapheide with great success and reliability.

The total purchase price for the (2) two dump bodies with installation is $56,700 with the funds budgeted in the Fleet-Parts and Sublet Services account - #11744553-759000.

C: Michael Moore, Public Works Director
Martin Sowa, General Supervisor
June 13, 2019

City of Sterling Heights
STERLING HEIGHTS PUBLIC WORKS
Roads Division
STERLING HEIGHTS MI 48313

Attention: Richard Waters Phone: (586) 446-2451 Fax: 

PO#: Salesman: Jim Fountain Terms: NET 30 DAYS VIN: 2FZAAWAK92AK11521
Truck Year: Make: Model: Tandem Axle C/A: TBD
Chassis Available: Delivery Promise: 90-120 days ARO FOB: CUSTOMER

QUOTATION

Pricing based on: NJPA CONTRACT #080114

Remove and dispose of existing dump body and hoist, replace with new Henderson body built to original specification, and to fit existing truck.

HENDERSON MARK-E cross-memberless type dump body.
Replacement dump body and hoist for old body:
MODEL NO. 9 X TELE X 30
SERIAL NO. MK2-11970

SIDES & HEADSHEET
New body sides, front, and tailgate to be constructed from 201 stainless steel. One-piece sides & headsheet to be 7 ga. 10 ga. boxed top rail, and bottom rub rail are all seamless and sloped outward. One-piece full depth tapered front corner posts, one-piece to floor for strength, with 2” sideboard pockets. Oak side boards provided. 7 ga. 5-3/4” x 12” full depth rear corner posts are tied to an 8” structural channel rear apron. Formed-in doghouse to extend a maximum of 12” into the body.

FLOOR
One-piece seamless 3/16” AR400 steel (200,000 psi tensile strength).

TAILGATE
7 ga. Stainless steel tailgate sheet. Full perimeter boxing with all horizontal edges sloped outward. Shall have one 10 ga. sloped horizontal brace that is flush with the perimeter boxing. Air tailgate release with spring over center latch utilizing an air brake chamber for reliability.

HOIST:
Single cylinder, front trunnion mount; Lift point must be at the bottom of the body for stability. Trunnion lift point by an oscillating collar to reduce cylinder side loading, and premature seal wear. Cylinder surface to be immersed in oil when retracted.
Tarp System:
Roll Rite automatic electric tarp system with aluminum arms, tarp bows, wind deflector, mesh tarp, and switch control in cab.

LIGHT PACKAGE:
All lighting shall be L.E.D. type including, 4 hole SS light wedge boxes at rear with STT, B/U, four amber/green rear facing, two forward facing in cab shield and two side facing in cab shield, new factory wiring harness. 1200 lumen LED spreader work light.

MISCELLANEOUS:
10 ga. 201 stainless steel cab shield.
New SS tailgate spreader mounting brackets to mount customer supplied spreader. Stainless steel tailgate latches one each side of tailgate.
New hydraulic hose for hoist operation.
New mud flaps in front of and behind rear wheels.
OSHA electric backup alarm.

PAINT PREPARATION:
201 Stainless Steel body in natural mil. Finish.
Body underside to be painted black.

NJPA CONTRACT #080114 PRICE INSTALLED: $ 28,850.00 ea.

QUOTED BY: Jim Fountain  cell # 810-620-0755 fax # 855-629-4643
Email: jfountain@knapheide.com
June 13, 2019

City of Sterling Heights
STERLING HEIGHTS PUBLIC WORKS
Roads Division
STERLING HEIGHTS MI 48313

Attention: Richard Waters      Phone: (586) 446-2451      Fax: 
PO#:            Salesman: Jim Fountain   Terms: NET 30 DAYS   VIN: 2FZHAWB02AK11520
Truck Year: Make: Model: Tandem Axle C/A: TBD*
Chassis Available: Delivery Promise: 90-120 days ARO FOB: CUSTOMER

QUOTATION
Pricing based on: NJPA CONTRACT #080114

Remove and dispose of existing dump body and hoist, replace with new Galion body built to replace original, and to fit existing truck.

Galion model 453FT-12 12 ft. dump body.
Replacement dump body and hoist for:
MODEL NO. 570F
SERIAL NO. SERIAL NO. B-18973
S.O. NO. 50B0970

SIDES & HEADSHEET
New crossmemberless body, sides, front, and tailgate to be constructed from 201 stainless steel.
One-piece sides & headsheet to be 10 ga.
10 ga. boxed top rail, and bottom rub rail are all seamless and sloped outward.
One-piece full depth tapered front corner posts, one-piece to floor for strength, with 2” sideboard pockets. Oak side boards provided.
7 ga. 5-3/4” x 12” full depth rear corner posts are tied to an 8” structural channel rear apron. Formed-in doghouse to extend a maximum of 12” into the body.

FLOOR
One-piece seamless 3/16” AR400 steel (200,000 psi tensile strength).

TAILGATE
7 ga. Stainless steel tailgate sheet.
Full perimeter boxing with all horizontal edges sloped outward. Shall have one 10 ga. sloped horizontal brace that is flush with the perimeter boxing. Air tailgate release with spring over center latch utilizing an air brake chamber for reliability.

HOIST:
Single cylinder, front trunnion mount; Lift point must be at the bottom of the body for stability. Trunnion lift point by an oscillating collar to reduce cylinder side loading, and premature seal wear. Cylinder surface to be immersed in oil when retracted.
**Tarp System:**
Roll Rite automatic electric tarp system with aluminum arms, tarp bows, wind deflector, mesh tarp, and switch control in cab.

**LIGHT PACKAGE:**
All lighting shall be L.E.D. type including, 4 hole SS light wedge boxes at rear with STT, B/U, four amber/green rear facing, two forward facing in cab shield and two side facing in cab shield, new factory wiring harness. 1200 lumen LED spreader work light.

**MISCELLANEOUS:**
201 stainless steel cab shield.
New SS tailgate spreader mounting brackets to mount customer supplied spreader.
Stainless steel tailgate latches one each side of tailgate.
New hydraulic hose for hoist operation.
New mud flaps in front of and behind rear wheels.
OSHA electric backup alarm.

**PAINT PREPARATION:**
201 Stainless Steel body in natural mil. Finish.
Body underside to be painted black.

**NJPA CONTRACT #080114 PRICE INSTALLED:** $27,850.00 ea.

QUOTED BY: Jim Fountain  cell # 810-620-0755 fax # 855-629-4643
Email: jfountain@knapheide.com
Letter of Agreement
To Extend the Contract

Between

Henderson Products, Inc.
P.O. Box 40 1085 South 3rd Street
Manchester, IA 52057

And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #080114- HPI) for the procurement of Snow and Ice Handling Equipment with Related Accessories, Services and Supplies. This Agreement has an expiration date of October 21, 2018, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell’s members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on October 21, 2019. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

Jeremy Schwartz

By: ____________________________________________, Its: Director of Cooperative Contracts & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 6/25/2018 | 4:11 PM CDT

Henderson Products, Inc.

By: ____________________________________________, Its: VP SALES

Name printed or typed: Glenn Beck

Date JUNE 28, 2018
FORM D

Contract Award
RFP #080114

Formal Offering of Proposal
(To be completed Only by Proposer)

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any subcontractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Henderson Products Inc  
Company Address: 1085 South 3rd Street  P.O. Box 40  
City: Manchester  State: IA  Zip: 52051  
Contact Person: Glenn Beck  Title: VP Sales & Marketing

Authorized Signature (ink only): Glenn Beck  
(Name printed or typed)
Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

HENDERSON PRODUCTS, INC.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 2014, and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)
NJPA Authorized signature: [Signature]
Name: Dr. Chad Collette
NJPA Executive Director
(Name printed or typed)

Awarded this 21st day of October, 2014, NJPA Contract Number #080114-HIP1

NJPA Authorized signature: [Signature]
Name: [Name]
NJPA Board Member
(Name printed or typed)

Executed this 21st day of October, 2014, NJPA Contract Number #080114-HIP1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name: Henderson Products Inc.

Vendor Authorized signature: [Signature]
Name: [Name]
(Name printed or typed)

Title: VP Sales & Marketing

Executed this 23rd day of October, 2014, NJPA Contract Number #080114-HIP1
June 30, 2016

TO: Jim Fountain
Knapheide Truck Eq.
1200 S Averill Ave.
Flint Mi. 48503

RE: Authorized Henderson Products Dealer

Dear Customer,
This correspondence is to show that Knapheide Truck Eq. is the Authorized dealer for Henderson Products in Southeastern Michigan.

Regards,

[Signature]

Ken Pasker Jr
Inside Sales Manager
Henderson Products, Inc.
PH: (800) 359-4970

cc:
Henderson
MARK E
SINGLE & TANDEM AXLE DUMP BODIES

Heavy-Duty Material Hauling Capabilities

All photos shown with optional equipment.
MARK E
SINGLE & TANDEM AXLE DUMP BODIES
The world's most customizable dump bodies. Build yours from a sampling of options and accessories including slide brushing, hoists, straight or sloped sides, materials and more.

Hoist Configuration Options:
- Stacker selecting a hoist. The hoist controls a number of factors: appearance, function, placement, capacity and mounting height.
- Underbody Hoist: A traditional fixed-frame sub-frame that stores underneath the body, providing a clean and clear head sheet.
- Telescopic Hoist:
  - Available with internal or external mounting and single (power up) or double (power up and down) acting function.
  - Our telescopic hoist packages offer the lowest possible mounting height for a lower center of gravity.
  - The external telescopic hoist allows an optional full width or extended assembly for the hydraulic reservoir and valve enclosure.

Sidewall Options:
- Sloped Sides (right)

Additional benefits include easy clean out and ideal advertising space.

Smooth Ends
- The basic style with the least weight and cost while offering excellent strength and resistance to wear. Additional benefits include easy clean out and ideal advertising space.

V-Crimp
- Designed to increase side wall strength and help maintain a cut-out appearance. Side walls may allow up to four v-crimps.

Wide-leg Horizontal Bases
- The wide-leg bases run the length of the body. Additional benefits include easy clean out and provides the ultimate side wall strength, ideal for maintaining the body's outward appearance.

Rear Tailgate Configuration Options:
- Straight Tailgate: Our most commonly selected style due to its array of flexible options. A great general purpose tailgate.
- Also available in Sloped or Asphel Style configurations.
### MARK-E SINGLE AXLE DIMENSIONS & CAPACITY CHART

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<th>BODY LENGTH</th>
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### OPTIONS

**CAR SHIELD**
- Streamlined end plates.
- Gentle curves help prevent tarp damage.
- Designed to accommodate most vertical exhaust without modification.

**SLOPING STEEL SIDEBOARD EXTENSIONS**
- Slopes front-to-rear. Top rail slopes outward the same as top rail, side braces and rub rail on body.
- Allows for improved weight distribution increasing payload.
- Streamlined, attractive appearance.
- Concept matches body design: durable and strong.

**6 & 9-PANEL TAILGATE**
- Available on 36", 44", 52" & 60" tailgates.

**12-PANEL TAILGATE**
- Available on 52" & 60" tailgates.

**EXTRA HORIZONTAL TAILGATE BRACING**

**HIGH-LIFT TAILGATE**

**GOAL CHUTE**

**BETWEEN-THE-FRAME HYDRAULIC TANK**

**SIDE LADDER, STEPS, WALKRAILS**

**VIBRATOR MOUNTS**

**TARPS**

**GOAL CHUTES**

**ASPHALT LIP**

**304SS / Z01 SS CONSTRUCTION**

**L.E.D. LIGHT KIT**

Consult your local Henderson Distributor, as CA, CT and other installation related measurements may vary. Additional accessories and options (not shown) are available.

*NTEA dump angle is 59°. Mark-E body is 48.5°.*
Many single axle and some tandem axle Mark-E's have different morning heights due to an additional sub-frame. All hoist ratings at 2000 psi.
**AGENDA STATEMENT**

**Item Title:** To purchase a 2019 Chevrolet Tahoe police pursuit vehicle at pricing available through an Oakland County vehicle cooperative purchasing contract (Total expenditure of $36,776).

**Submitted By:** Office of Purchasing

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

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

**Executive Summary**

The fiscal year 2019/2020 capital budget includes funding for the purchase of ten (10) new vehicles for the Sterling Heights Police Department (SHPD). The SHPD has identified a 2019 Chevrolet Tahoe police pursuit vehicle (PPV) that is immediately available from the inventory of Berger Chevrolet. The subject vehicle is available at competitively bid pricing through a cooperative purchasing contract (#05218) awarded Berger Chevrolet by Oakland County.

Recommendation is being made to purchase the 2019 Chevrolet Tahoe PPV from Berger Chevrolet at a cost of $36,776 in lieu of waiting for the production of the 2020 model that will subject the City to paying the higher pricing associated with the new model year. The 2019 Chevrolet Tahoe PPV will replace a 2007 Chevrolet Tahoe with 161,000 miles that is currently used by the Special Response Team to store and shuttle tactical weapons and supplies to high risk scenes.

Please see the attached staff report, police department memorandum from SHPD Captain Ken Pappas, and supporting documentation for additional information.

**Suggested Action:**

Resolved, to purchase a 2019 Chevrolet Tahoe police pursuit vehicle from Berger Chevrolet, 2525 28th Street, S.E., Grand Rapids, MI 48512, at pricing available through an Oakland County cooperative purchasing contract, #05218, in the amount of $36,776.
GENERAL INFORMATION:

The Sterling Heights Police Department is requesting approval to purchase a 2019 Chevrolet Tahoe police pursuit vehicle (PPV).

Funding for the acquisition of the police patrol vehicles is budgeted in the Fiscal Year 2019/2020 budget at 43790901 (Capital Projects Fund – Vehicles) 984315 (Vehicles – Police Operations).

STAFF ANALYSIS AND FINDINGS:
The 2019 Chevrolet Tahoe PPV (CK15706) is specifically built for use by law enforcement agencies. This model includes a 5.3L V-8 engine, 4 Wheel-Drive, automatic transmission, 4-doors, police pursuit package, with white exterior and black interior. Unique features include dual spot lamps, police rated electrical, suspension, transmission, speedometer, brakes, and tires. The additional space the Tahoe offers is critical due to the amount of technology and support equipment carried by a SRT vehicle to high risk scenes.

The 2019 Chevrolet Tahoe PPV is ready for delivery from the inventory of Berger Chevrolet in Grand Rapids, Michigan, at competitively bid pricing through an Oakland County cooperative purchasing contract.

The vehicle specifications and options included on the vehicle are detailed in the attached documentation.

STAFF RECOMMENDATION:
Please see Suggested Action on the accompanying Agenda Statement.
Notification list:

Berger Chevrolet
2525 28th Street S.E.
Grand Rapids, MI  49506
Bob Evans, Government Sales
bevans@bergerchevy.com
The Police Department was budgeted to purchase 10 Vehicles in the 2019/20 budget as part of the vehicle replacement plan from the General Fund. Pricing on these vehicles is available through the Oakland County cooperative purchasing programs. The pricing includes vehicle preparation, title transfer, and delivery to the City.

The Sterling Heights Police Department received a quote from Berger Chevrolet contract #05218 for a 2019 Chevy Tahoe at $36,776.00. This vehicle is currently on the lot, we would not have to wait for it to be built and are able to take advantage of 2019 pricing. This vehicle will replace the 2014 Chevy Tahoe (SRT1) in the patrol fleet that has in excess of 70,000 miles and SRT1 will replace the 2007 Chevy Tahoe (SRT Command) that carries the needed equipment for training and call-out situations that has 161,000 miles on it. SRT Command will then be dead lined. This vehicle was approved by DPW.

Funding for this purchase has been budgeted in 43790901 (Capital Vehicles) 984315 (Police Operations).
BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle $36,776.00

Number of units 1

Total Bid Amount $36,776.00

Vendor:
Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature

Printed Signature Robert M. Evans

Date 7/3/2019

Vehicle Description:

Year 2019
Make Chevrolet
Model Tahoe 4wd
police package
dual spot lights

Bid Prepared For:
City of Sterling Heights

Price includes title fee and delivery.
Pricing based off the Oakland County
Contact # 05218
**MODEL:** 2019 CHEVROLET TAHOE POLICE (PPV) CK 15706

**Body Style:** 4WD POLICE PACKAGE

**NOTE:** Model should include STANDARD PACKAGING, unless otherwise indicated below.

<table>
<thead>
<tr>
<th>Standard Equipment Plus</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>9C1</td>
<td></td>
</tr>
<tr>
<td>A23 40/20/40 Seating</td>
<td></td>
</tr>
<tr>
<td>5T5 Front Cloth Seat</td>
<td></td>
</tr>
<tr>
<td>Vinyl Rear Seating</td>
<td></td>
</tr>
</tbody>
</table>

**PLUS TITLE FEE**

**STANDARD COST SUBTOTAL** $33,996.00

**POSSIBLE OPTIONS:**

- **6N6** Door locks and handles, inside rear doors inoperative $55.00
- **B30** Floor covering, color-keyed carpeting $169.00
- **5HP** Key, 6 additional keys $89.00
- **6E8** Key common, complete special service vehicle fleet $25.00
- **6E2** Key common, complete vehicle fleet $25.00
- **PCW** Enhanced Driver Alert Package $617.00
- **AMF** Remote keyless entry package, includes 6 additional transmitters. INCLUDES PROGRAMING $169.00
- **UT7** Ground studs, auxiliary $79.00
- **A95** Seats, front bucket with premium cloth $220.00
- **6N5** Switches, rear window inoperative $55.00
- **UTQ** Theft-deterrent system $49.00
- **WX7** Wiring, auxiliary speaker $53.00
- **6J3** Wiring, grille lamps and siren speakers $83.00
- **6J4** Wiring, horn and siren circuit $39.00
- **6J7** Flasher system, headlamp and taillamp $429.00
- **1LR** Brake system, modified, police "City Brake Package" N/C
- **9G8** Headlamps, daytime running lamps & automatic headlamp control delete $49.00
- **V76** Recovery hooks, 2 front, frame-mounted $47.00
- **7X6** Spotlamp, left-handed $452.00
- **7X7** Spotlamps, left and right hand $769.00
- **6C7** Auxiliary dome light $151.00
- **Front push bumper** $559.50
- **Front LED grill lamps** $367.00
- **Prisoner Partition** $937.00
- **Cargo Partition** $564.30
- **Upgrade spot light to LED(pricing per spot light)** $228.00
- **Out side mirror LED lamps** $398.50
- **Dash black out switch** $179.00
- **Rear license plate kit w/2 code 3 LED lights** $389.00
- **UN9** Radio Suppression $433.00
- **Delivery** $190.00
- **Stacking Charge** $126.00

**TOTAL COST** $-

**AUTHORIZED NAME:** Robert Evans

**AUTHORIZED SIGNATURE:**

**DATE:** 10/10/2017
Standard Equipment

**Mechanical**

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)
- GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold-cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Trailer sway control
- Recovery hooks, 2 front, frame-mounted, Black
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power
- Hill Start Assist

**Exterior**

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)
- Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)
- Tire, spare P265/70R17 all-season, blackwall (STD)
- Wheel, full-size spare, 17" (43.2 cm) steel

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Data Version: 8703. Data Updated: Jul 2, 2019 9:31:00 PM PDT.
[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

**Exterior**

- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, front
- Fascia, front body-color (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes recovery hook openings, but does not include hooks.)
- Fascia, rear body-color
- Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

**Entertainment**

- Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM Radio delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Requires (UE1) OnStar. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)
- Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2016 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)
[Fleet] 2019 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

Interior

Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (6C1) Police Vehicle or (5W4) Special Service Vehicle includes lockable storage compartment.) (STD)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

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Data Version: 8703. Data Updated: Jul 2, 2019 9:51:00 PM PDT.

Jul 3, 2019
**Interior**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console.</td>
<td></td>
</tr>
<tr>
<td>Cargo management system</td>
<td></td>
</tr>
<tr>
<td>Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)</td>
<td></td>
</tr>
</tbody>
</table>

**Safety-Mechanical**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist</td>
<td></td>
</tr>
<tr>
<td>StabiliTrak, stability control system with brake assist, includes traction control</td>
<td></td>
</tr>
</tbody>
</table>

**Safety-Exterior**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime Running Lamps, with automatic exterior lamp control</td>
<td></td>
</tr>
</tbody>
</table>

**Safety-Interior**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver.</td>
<td></td>
</tr>
<tr>
<td>Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)</td>
<td></td>
</tr>
<tr>
<td>Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)</td>
<td></td>
</tr>
<tr>
<td>Door locks, rear child security</td>
<td></td>
</tr>
<tr>
<td>OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)</td>
<td></td>
</tr>
<tr>
<td>Rear Park Assist with audible warning</td>
<td></td>
</tr>
<tr>
<td>Rear Vision Camera</td>
<td></td>
</tr>
<tr>
<td>LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions</td>
<td></td>
</tr>
<tr>
<td>Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle (5W4) Special Service Vehicle does not apply to spare tire.</td>
<td></td>
</tr>
<tr>
<td>Theft-deterrent system, electrical, unauthorized entry</td>
<td></td>
</tr>
</tbody>
</table>

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Data Version: 8703. Data Updated: Jul 2, 2019 6:51:00 PM PDT.
### Warranty

<table>
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<tr>
<th></th>
<th>Basic Years: 3</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Basic Miles/km: 36,000</td>
</tr>
<tr>
<td>Drivetrain Years:</td>
<td>5</td>
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<tr>
<td>Drivetrain Miles/km:</td>
<td>60,000</td>
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<tr>
<td>Drivetrain Note:</td>
<td>Qualified Fleet Purchases: 5 Years/100,000 Miles</td>
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<tr>
<td>Corrosion Years:</td>
<td>6</td>
</tr>
<tr>
<td>Corrosion Miles/km:</td>
<td>100,000</td>
</tr>
<tr>
<td>Corrosion Note:</td>
<td>100,000</td>
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<tr>
<td>Roadside Assistance Years:</td>
<td>5</td>
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<tr>
<td>Roadside Assistance Miles/km:</td>
<td>60,000</td>
</tr>
<tr>
<td>Roadside Assistance Note:</td>
<td>Qualified Fleet Purchases: 5 Years/100,000 Miles</td>
</tr>
<tr>
<td>Maintenance Note:</td>
<td>1 Year/1 Visit</td>
</tr>
</tbody>
</table>

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Data Version: 8703. Data Updated: Jul 2, 2019 9:51:00 PM PDT.
AGENDA STATEMENT

Item Title: To purchase two Ford F-150 XL extended cab 4x4 pick-up trucks at pricing available through a State of Michigan MiDeal cooperative bid (Total expenditure of $58,474).

Submitted By: Office of Purchasing

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

Administration Approvals:

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

Executive Summary

The Parks and Recreation Department is requesting approval for the purchase of two (2) 2019 Ford F-150 XL extended cab 4x4 pick-up trucks. These vehicles are needed immediately as the existing fleet of pick-up trucks assigned to the Parks and Recreation Department has been materially depleted. Two pick-up trucks were deadlined by the Department of Public Works' Fleet Maintenance Division due to age, poor condition and high mileage. The new pick-up trucks will free up other trucks for assignment to daily field operations that address maintenance issues in the City's parks, trails, and right-of-ways.

Due to the immediate need for pick-up trucks being available for daily operations, the Parks and Recreation Department and Office of Purchasing have focused on locating standard duty 2019 Ford F-150 4WD pick-up trucks that are available from dealer inventories. Gorno Ford, located in Woodhaven, Michigan, has two 2019 Ford F-150 XL extended cab 4x4 pick-up trucks available for purchase at competitive pricing through a State of Michigan MiDeal cooperative purchasing contract, #B71B7700181. Purchasing 2019 models avoids the time delay and cost increases associated with purchasing 2020 model year vehicles. The City has previously purchased a significant number of vehicles from Gorno Ford with very positive results.

Funding for this vehicle purchase was not included in the 2019/20 fiscal year budget, so an amendment using Capital Project Fund reserves is required. Please refer to the attached supporting documents for additional information.

Suggested Action:

Resolved, to purchase two (2) 2019 Ford F-150 XL extended cab 4x4 pick-up trucks from Gorno Ford, 22025 Allen Road, Woodhaven, MI 48183, at pricing available through a State of Michigan cooperative bid, MiDeal contract #071B17700181, in the total amount of $58,474, and authorize a budget amendment from Capital Project Fund reserves in the amount of the purchase price.
GENERAL INFORMATION:

The Parks and Recreation Department is requesting approval to purchase two (2) 2019 Ford F-150 extended cab 4x4 pick-up trucks.

Funding for this purchase was not included in the 2019/2020 fiscal year budget; however, the vehicles are needed due to the loss of three vehicles due to age/condition and an accident. A budget amendment will be required in the amount of $58,474 from Capital Projects Fund Reserves to fund this purchase.

STAFF ANALYSIS AND FINDINGS:

Personnel from the Office of Purchasing and the Parks and Recreation Department have identified two (2) 2019 Ford F-150 4x4 extended cab pick-up trucks manufactured by the Ford Motor Company that are available for immediate delivery from the inventory of Gorno Ford. These vehicles are available for purchase at competitively bid pricing through the State of Michigan’s MiDeal cooperative purchasing program. The total cost of these vehicles is $58,474, inclusive of delivery, vehicle preparation, and title transfer. The specifications and options for these new vehicles are listed below:

F-150 4x4 (MiDEAL #4WDL-0075A)
- Engine: 3.3 liter V6
- Body: Pickup, extended cab, 6.5-foot box
- Transmission: Six speed auto
- Color: White
- GVWR: 6,500 #
- Options include: Air conditioning, Rear view camera, Power locks/windows/ mirrors, Trailer tow package, Automatic Transmission, Rhino Spray-in liner, Power Disc brakes w/ABS, All-weather HD rubber floor mats, Factory running boards

The combined Manufacturers’ Suggested Retail Price (MSRP) for the two vehicles is $81,970; however, the MiDeal pricing reduces the City’s cost for the two trucks to $58,474, representing a discount off MSRP of almost 29%.

The City has purchased vehicles from Gorno Ford the past and has been satisfied with the dealership’s vehicles and service.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Gorno Ford
22025 Allen Road
Woodhaven, MI 48183
Jim Agney, Government & Fleet Sales
jagney@gornoford.com
As you know, the Parks and Recreation Department has recently taken on the role of handling the park maintenance function for the city, which includes the removal of trash from bins located throughout city parks, the trails, and many areas along local roads (bus stops, etc.) During the transition, three well used vehicles were brought in to our department, and as it stands today, none remain in our fleet. Two vehicles were dead-lined and the best of the three was struck by a motorist within the past two weeks, being rendered totaled by the insurance company. With the increased efforts and focus on park maintenance, it is necessary to purchase two vehicles to fill the void in order for the Parks and Recreation Department to function. Both of the vehicles will be used throughout the department, and older trucks will be reassigned specifically for the park maintenance and trash removal related tasks. This has been a successful way to prolong the use of vehicles within the department. Given where we are at in the calendar year, we are not able to order 2019 vehicles and are not in a position to wait approximately four months to receive a truck utilizing this method, so we have identified two Ford F-150 trucks that are in the inventory of local dealers.

After reviewing the pricing for the two F-150 trucks that was provided, it is my recommendation to purchase the two vehicles from Gorno Ford via the MiDeal cooperative contract for a total of up to $58,474. The two vehicles are equipped for the needs of the department and include running boards, spray-in bed liner and all weather mats. Gorno Ford will arrange the dealer trades required and this purchase will hinge on two vehicles being available once approved. There are only three trucks that fit our needs in the area, so it is possible that we could spend a couple hundred dollars less if the one vehicle still remains available. Since there is no guarantee, I have requested the highest amount possible based on the estimates received.

Please contact me if you have any questions.

Thank you!

Cc: Jennifer Varney, Budget and Finance Director
    Jeff Bahorski, Assistant City Manager
    Matt Sharp, Park Superintendent
    Troy Nowotny, Recreation Supervisor
    Richard Waters, Fleet Maintenance Supervisor
(OSS – Dealer Trade) # 2

DATE: 7/15/19 (F-150 Super Cab - 4x4) - 2 available as of 7/15/19

TO: KYLE LANGLOIS, STERLING HEIGHTS (PARKS & REC.)
586-738-1006 (DIRECT) klanglois@sterling-heights.net

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: MiDEAL # 4WDL-0075a 2019MY FORD F-150 XL EXT. CAB, 4x4, 6.5’ BOX,
145”WB, 3.3 L V6, 6 spd. A/T, OXFORD WHITE/GRAY VINYL, ESOF,
AM/FM/ Bluetooth w/CLOCK, TPMS, 6,500 # GVWR, A/C, TILT WHL.,
DRL’S, FRNT/SIDE AIR BAGS, ADVANCE TRACw/ROLL STAB. CNTRL.,
3.73 REG. AXLE, P265/70Rx17AT, PWR. DISC BRKS.w/ABS, TRAILER SWAY-
CNTRL., PWR. WINDOWS/LOCKS/MIRRORS, REAR VIW CAMER,
CLASS IV TRAILER TOW, TRIM PKG.w/ALUM WHLS., CHROME BUMPERS,
FOG LAMPS

F.O.B. DELIVERED TO STERLING HEIGHTS, MI ............................................... $27,949.00
(MSRP = $39,697.00)

Above quoted unit is currently available as a “Dealer Trade” for an “Out-of-Stock Sale”.
This unit would be delivered within 1 – 2 weeks.

2019MY Order Cut Off was June 30, 2020 MY production begins October 2019.

RECOMMENDED OPTION
RUNNING BOARDS ................................................................. 650.00
RHINO SPRAY-IN BED LINER .............................................. 549.00
ALL-WEATHER H.D. FLOOR MATS ....................................... 89.00

Please review, SELECT OPTIONS, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: __________________________

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Sterling Heights. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.
# CONTRACT CHANGE NOTICE

Change Notice Number 2 to Contract Number 071B7700181

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>STATE</th>
</tr>
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<tbody>
<tr>
<td>GORNO FORD INC</td>
<td>Scott Poyer SW</td>
</tr>
<tr>
<td>22025 Allen Road</td>
<td>517-284-6448 <a href="mailto:poyers@Michigan.gov">poyers@Michigan.gov</a></td>
</tr>
<tr>
<td>Woodhaven, MI 48183</td>
<td>Yvon Dufour DTMB (517) 249-0455 <a href="mailto:dufoury@michigan.gov">dufoury@michigan.gov</a></td>
</tr>
<tr>
<td>Jim Agney</td>
<td>734-671-4033</td>
</tr>
<tr>
<td><a href="mailto:jagney@gornoford.com">jagney@gornoford.com</a></td>
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## CONTRACT SUMMARY

### VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

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<thead>
<tr>
<th>INITIAL EFFECTIVE DATE</th>
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<th>INITIAL AVAILABLE OPTIONS</th>
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<td>November 30, 2022</td>
<td>1 - 2 Year</td>
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<th>PAYMENT TERMS</th>
<th>DELIVERY TIMEFRAME</th>
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<tr>
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### ALTERNATE PAYMENT OPTIONS

### EXTENDED PURCHASING

### MINIMUM DELIVERY REQUIREMENTS

### DESCRIPTION OF CHANGE NOTICE

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<th>EXTENSION</th>
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<td>November 30, 2022</td>
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<table>
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<th>CURRENT VALUE</th>
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### DESCRIPTION

Effective 2/1/2019, the following items are added to this contract, per revised Schedule D - Pricing. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.
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<tr>
<th>Spec #</th>
<th>Description</th>
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<th>Delivery per mile</th>
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<td>2020</td>
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<td>Interceptor Utility (K8A)</td>
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<td>TWO WHEEL DRIVE UTILITY VEHICLE: 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE Automatic Transmission</td>
<td>2019</td>
<td>Ford</td>
<td>Eco Sport S</td>
<td>Gorno Ford</td>
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<td>Edge SE</td>
<td>Gorno Ford</td>
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<td>TWO WHEEL DRIVE UTILITY VEHICLE: 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE – ALTERNATIVE FUEL Automatic Transmission</td>
<td>2019</td>
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<td>F150</td>
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<td>LIGHT DUTY TRUCK 4x4: PICK UP BODY ALTERNATIVE FUEL (8 Ft. Box) (Payload 1,300 lbs., min.)</td>
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<td>LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB, DIESEL (8 Foot Box) (Payload 2,350 lbs., min.)</td>
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<td>LIGHT DUTY TRUCK 4x4: PICK UP BODY, DIESEL 8 FT. Box (Payload 2,800 lbs., min.)</td>
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<td>Expedition XL</td>
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<td>Expedition XL EL</td>
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<td>CAV-0140</td>
<td>CUT-AWAY VANS: Single Rear Wheel, (G.V.W.R. 8,900 lbs., min.)</td>
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<td>Ford</td>
<td>E350 Bid with 6.8L V10 Engine</td>
<td>Gorno Ford</td>
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<td>CAV-0140</td>
<td>CUT-AWAY VANS: Single Rear Wheel, (G.V.W.R. 8,900 lbs., min.)</td>
<td>2019</td>
<td>Ford</td>
<td>E350 Bid with 6.2L V8 Engine</td>
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<tr>
<td>CAV-0141</td>
<td>CUT-AWAY VANS: DUAL REAR WHEEL, (G.V.W.R. 10,000 lbs., min.)</td>
<td>2019</td>
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<td>E350 Bid with 6.8L V10 Engine</td>
<td>Gorno Ford</td>
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<td>CAV-0141</td>
<td>CUT-AWAY VANS: DUAL REAR WHEEL, (G.V.W.R. 10,000 lbs., min.)</td>
<td>2019</td>
<td>Ford</td>
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<td>Gorno Ford</td>
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<td>HYB-0020</td>
<td>HYBRID VEHICLES: PASSENGER, MID SIZE (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)</td>
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<td>CMAX SE</td>
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LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB (8 Foot Box, Payload 1,400 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB ALTERNATE FUEL VEHICLES (8 Foot Box) (Payload 1,400 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB ALTERNATE FUEL VEHICLES (6 Foot Box) (Payload 1,400 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB (6 Foot Box) (Payload 1,400 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL, DIESEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DUAL REAR WHEEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB, SINGLE REAR WHEEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB (6' Box) (Payload 1,400 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB ALTERNATE FUEL VEHICLES (8 Foot Box) (Payload 1,400 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB (8' Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DUAL REAR WHEEL (8 Foot Box) (Payload 4,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 4,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB, DIESEL (8' Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,800 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (6 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,800 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,800 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL (8 Foot Box) (Payload 4,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL (8 Foot Box) (Payload 4,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DUAL REAR WHEELS (8 Foot Box) (Payload 5,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DUAL REAR WHEELS (8 Foot Box) (Payload 5,000 lbs., min.)

LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DUAL REAR WHEELS (8 Foot Box) (Payload 5,000 lbs., min.)

LARGE UTILITY VEHICLES: UTILITY, 4-DOOR, 5-6 PASSENGER, FULL SIZE (Payload 1,500 lbs., min.)

LARGE UTILITY VEHICLES: UTILITY VEHICLE, 6 PASSENGER, HALF TON (Payload 1,500 lbs., min.)

MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R 10,000 lbs. min., (Payload 4,700 lb. min.)

MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R 10,000 lbs. min., (Payload 4,700 lb. min.)

MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R 12,500 lbs. min., (Payload 6,675 lb. min.)

PASSENGER VEHICLES: 4-DOOR SEDAN, SUBCOMPACT (Front Wheel Drive) Automatic Transmission
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<td>PAS-0003</td>
<td>Ford Focus Sedan SE Gorno Ford</td>
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<td>PAS-0004</td>
<td>Ford Focus Hatchback SE Gorno Ford</td>
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<td>PAS-0006A</td>
<td>Ford Taurus SE Gorno Ford</td>
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<td>PAS-0008</td>
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<td>VAN-0121</td>
<td>Ford TRANSIT 150 LR VAN Gorno Ford</td>
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<td>Ford TRANSIT 150 LR VAN Gorno Ford</td>
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<td>Ford TRANSIT 150 LR WAG Gorno Ford</td>
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AGENDA STATEMENT

Item Title: To accept a proposal by Integrated Design Solutions, LLC for Architectural, Engineering, and Construction Administration Services in conjunction with renovations to facilities on the Richard J. Notte City Center campus (Total expenditure of $995,891).

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

Background - The 41A District Court, Sterling Heights Public Library, Police Department, and City Hall are municipal facilities that are essential to the delivery of core public services to residents and businesses. Due to building age and the economic downturn during the period of 2008-2013, which deferred many maintenance and improvement projects, these facilities are now in critical need of renovation. These facilities are also impacted by changes in the way public services are being delivered. Unfortunately, building infrastructure and work space configurations in these facilities have not kept pace with changes in service delivery.

The City previously engaged Integrated Design Solutions, LLC (IDS) to conduct a thorough Facility Condition Assessment (FCA) in the fall of 2017. The FCA identified and costed out the renovations and replacement items needed at each of these facilities. Based on the FCA, City Council issued capital improvement bonds to fund the facility renovations and purchase of new fixtures, furnishings, and finishes. To ensure efficiencies are realized through the renovation of work spaces, IDS also completed a workflow and efficiency study on each facility.

Based upon this preliminary work, the City is now prepared to proceed with final design of the renovations followed by bidding and construction activities. IDS will prepare detailed construction plans with input from Roncelli, Inc., the construction management (CM) firm retained by the City to manage the entire renovation project. City Administration and the Office of Purchasing researched a number of firms qualified to perform Architectural and Engineering (A&E) Services for the City Center facility renovations project. The proposal by IDS for A&E services offers the City the best end product for the most reasonable cost.

Recommendation – City Administration is recommending acceptance of the proposal from IDS for A&E services, including schematic design, design development, construction document preparation, and bidding and construction administration services. IDS’ proposal provides a continuum of professional
services started with the Facilities Condition Assessment through renovation work and completion of the project. The knowledge garnered by IDS to date cannot be matched by any other A&E firm, which should produce a better project.

The total professional fee proposed by IDS for the Architectural, Engineering, and Construction Administration Services to be rendered under this project is $995,891.

**Suggested Action:**

Resolved, to accept the proposal by Integrated Design Solutions, LLC, 1441 West Long Lake, Suite 200, Troy, MI 48098, for Architectural, Engineering, and Construction Administration Services in conjunction with renovations to facilities on the Richard J. Notte City Center campus at a cost of $995,891 and authorize the City Manager to sign all necessary documents on behalf of the City.
GENERAL INFORMATION:
City Administration and Office of Purchasing personnel have researched and interviewed a number of firms with the skills and experience to provide Architectural, Engineering, and Construction Administration services in conjunction with renovations to the 41A District Court, Sterling Heights Public Library, Police Department, and City Hall. After vetting a number of firms, recommendation is being made to accept the proposal by Integrated Design Solutions, LLC (IDS).

Funding in the amount of $995,891 is included in the fiscal year 2019/2020 annual budget, 44700700 (Capital Projects Expenditures) 975000 (Buildings & Improvements).

STAFF ANALYSIS AND FINDINGS:
City Administration committed to having a thorough and efficient evaluation, design, and construction process for the City Center Campus Renovations Project in order to ensure effective decisions are made in the allocation of funding from the sale of capital improvement bonds. Without a thorough design process, the City lacks critical information to help identify and prioritize the needs for facility upgrades to ensure long-term viability. The result is that despite best efforts, the facility upgrades will fail to meet expectations and will require repairs and alterations after the project has been completed. More problematic is there may be key systems that should be given immediate attention that are not due to the lack of information and experience.

IDS’ proposal brings a systematic approach for Architectural, Engineering, and Construction Administration Services. IDS’ proposal relies on the building data and information gained through both the Facilities Condition Assessment performed in 2017 and the work flow studies performed in 2018 to ensure all of the City’s needs are met throughout the renovation. IDS’s program will include four phases: Schematic Design, Design Development, Construction Documents, and Construction Administration. A summary of IDS’ proposal includes:

Scope of Professional Services:

Schematic Design Phase
1. Attendance at progress and user group meetings to develop the project schematic design;
2. Development of schematic design documents to include drawings and design narratives;
3. Collaboration with the CM to develop the schematic design phase cost estimate;
4. Review and reconciliation of the schematic design cost estimate with all parties.

Design Development Phase
1. Attendance at progress and final design development phase meetings;
2. Development of design development documents to include plans and specifications;
3. Collaboration with the CM to develop the design development phase cost estimate;
4. Review and reconciliation of the design development cost estimate with all parties.

Construction Documents
1. Attendance at progress and final construction documents phase meetings;
2. Development of construction documents to include plans and specifications;
3. Collaboration with the CM to develop the construction document phase cost estimate;
4. Review and reconciliation of the construction document cost estimate with all parties.

Construction Administration
1. Attendance at pre-bid conference;
2. Bid evaluation in conjunction with the CM;
3. Construction phase services:
   a. Review of all shop drawing submittals;
   b. Review of contractor Requests for Information (RFI’s);
   c. Preparation of field orders and change orders to clarify construction documents;
   d. Review of bulletin questions;
   e. Attendance at field observation and/or construction meetings;
   f. Preparation of final punch list.

IDS is an incumbent vendor with the City. IDS assisted the Office of Technology in the completion of a Five-Year Technology Plan, assisted Community Relations with the design and bidding out of upgrades to the audio / visual technology and equipment in the City Council chambers, performed the Facilities Conditions Assessment of the City Center Campus, and performed workflow and efficiency studies of City Hall, Police Station and Public Library. For all of these projects, IDS received very positive reviews by City Administrators. IDS has extensive experience in providing Architectural and Engineering Services for clients throughout Michigan and comes highly recommended by Utica Community Schools.

In accordance with City Code §2-217(A)(3), an Architectural and Engineering Services performed by architects and engineers from a professional consulting firm are exempt from competitive bidding:

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

(3) Professional and consultant services (including legal, accounting, architectural, engineering, surveying, construction management, insurance, investment, advertising, marketing, fundraising, lobbying, insurance and health care administration, and information technology and energy efficiency consulting).

STAFF RECOMMENDATION:
Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Integrated Design Solutions
1441 West Long Lake
Suite 200
Troy, MI 48098
Michael C. Nowicki, PE, Senior Vice President
mnowicki@ids-troy.com
July 1, 2019

Mr. Jared Beaudoin  
Manager  
Purchasing and Facilities Maintenance  
City of Sterling Heights  
40555 Utica Road  
Sterling Heights, Michigan 48313

Subject: Proposal for Professional Services  
City of Sterling Heights  
City Center Campus Renovations

Dear Mr. Beaudoin:

Integrated Design Solutions, LLC (IDS) is pleased to offer the services of our staff to the City of Sterling Heights for the City Center Campus Renovations project. Mr. Michael Nowicki and Mr. Michael Barden of our office discussed the project with you. The following is our understanding of the project and the services to be provided.

PROJECT DESCRIPTION

The project includes renovations to the four (4) major facilities situated on the Richard J. Notte City Center Campus. The facilities include the following:

- Sterling Heights Police Department
- Sterling Heights City Hall
- Sterling Heights Public Library
- Kenneth J. Kosnic Judicial Services Building/41A District Court

Integrated Design Solutions, LLC has completed Facility Condition Assessments and Conceptual Design Studies at each of the four (4) buildings. The results of the Assessments and Studies are the basis for the scope of work for this renovation project.

IDS will provide architecture, mechanical engineering, electrical engineering, interior design and technology design services for the project. Additionally, IDS will provide construction administration services during the project construction phase. IDS assisted the City of Sterling Heights in the Construction Manager RFP and procurement process and Roncelli, Inc. will be the project construction manager.

This proposal addresses the Schematic Design, Design Development, Construction Document and Construction Administration phases of the project.

SCOPE OF PROFESSIONAL SERVICES

Services provided by IDS will include:

Schematic Design Phase

1. Attendance at progress meetings and user group meetings to develop the project schematic design.
2. Development of schematic design documents to include drawings and design narratives.
3. Collaboration with the Construction Manager who will develop the schematic design phase cost estimate.

4. Review and reconciliation of the schematic design phase cost estimate in cooperation with the Construction Manager and the City of Sterling Heights.

**Design Development Phase**

1. Attendance at progress and final design development phase meetings with the City of Sterling Heights.

2. Development of design development documents to include plans and specifications.

3. Collaboration with the Construction Manager who will develop the design development phase cost estimate.

4. Review and reconciliation of the design development phase cost estimate in cooperation with the Construction Manager and the City of Sterling Heights.

**Construction Documents**

1. Attendance at progress and final construction document phase meetings with the City of Sterling Heights.

2. Development of construction documents to include plans and specifications as one (1) bid package.

3. Collaboration with the Construction Manager who will develop the construction document phase cost estimate.

4. Review and reconciliation of the construction document phase cost estimate in cooperation with the Construction Manager and the City of Sterling Heights.

**Construction Administration**

1. Attendance at a pre-bid conference.

2. Bid evaluation in conjunction with the Construction Manager.

3. Construction phase services, including:
   a. Review of shop drawing submittals.
   b. Review of Contractor Requests for Information (RFI’s).
   c. Preparation of field orders and change orders to clarify construction documents, if required.
   d. Review of bulletin quotations.
   e. Attendance at field observation and/or construction meetings.
   f. Preparation of a final punchlist.

**CLIENT RESPONSIBILITIES**

It is understood that the City of Sterling Heights will provide the following information and/or assistance to IDS:

1. Assignment of a single Project Manager to serve as liaison between the City of Sterling Heights and IDS.

2. Architectural, structural, mechanical and electrical detailed record drawings of existing buildings and/or systems.
3. Utility data for all meters in the building(s) where available.

4. Operational personnel to be present during IDS field investigations.

5. Engage the services of qualified personnel for evaluation of the presence of hazardous materials, testing and remediation, if required.

6. Daily on-site field observation of the construction process.

CONSULTANTS

We do not anticipate the use of consultants for any of the design aspects of this project inasmuch as the anticipated design skills fall well within the capability of our staff. If special needs arise for which it is mutually agreed that the services of outside consultants are to be employed, such special services will be discussed with the City of Sterling Heights at the appropriate time.

FEE

We propose to provide the services of our staff for a lump-sum fee of $988,891.00. Refer to the following fee breakdown for additional information.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
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<tr>
<td>Schematic Design Phase (15%)</td>
<td>$148,334.00</td>
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<tr>
<td>Design Development Phase (20%)</td>
<td>$197,778.00</td>
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<tr>
<td>Construction Document Phase (40%)</td>
<td>$395,556.00</td>
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<tr>
<td>Bidding Phase (5%)</td>
<td>$49,445.00</td>
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<tr>
<td>Construction Administration Phase (20%)</td>
<td>$197,778.00</td>
</tr>
<tr>
<td>Total IDS Fee (100%)</td>
<td>$988,891.00</td>
</tr>
</tbody>
</table>

REIMBURSABLE EXPENSES

In addition to the fee, the following reimbursable expenses will be billed at 1.0 times cost:

1. Reproduction of drawings and specifications.

We estimate a total of $7,000.00 for the above reimbursable expenses.

FEE/EXPENSE SUMMARY

The following information indicates a summary of fees and expenses associated with this phase of the project:

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>SD/DD/CD/CA Design Fee</td>
<td>$988,891.00</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>$7,000.00</td>
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<tr>
<td>Total Project Fees/Expenses</td>
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CHANGES AND ADDITIONAL WORK

For additional work or changes in scope, we will provide the services of our staff at $160.00 per hour for Principals and 2.5 times direct payroll for all others, plus reimbursable expenses.

INVOICING PROCEDURES

Invoices for our services will be submitted every four weeks. Payments against our invoices will be expected within 30 days from receipt of invoice. Invoices for reimbursable expenses will be submitted at the same time when incurred during the invoicing period.
OPTIONAL SERVICES

Our proposal includes the professional services necessary for the successful completion of your project. We can also provide any of the optional services listed below, if requested by the City of Sterling Heights. Where the City of Sterling Heights requests any of the optional services listed, our fee will be increased to become commensurate with the services requested.

1. Preparation of detailed as-built documents of existing buildings and/or systems.

2. Attendance at meetings to secure approval of agencies having jurisdiction.

DISCLAIMER

Any assessment of assets, notes or language of any kind, related to existing equipment, material, solid, liquid and/or gas included in any deliverable provided under this proposal or any subsequent request by the Owner, or other representative personnel, is based on non-destructive visual observations and are presented solely as the educated opinion of the professional making the observation. Destructive or scientifically tested results are not provided or inferred to be provided under this proposal or any other agreement, written or verbal. IDS does not identify or make any evaluation whatsoever of hazardous materials of any kind, including but not limited to asbestos, lead, mercury, mold, etc.

INSURANCE

For the protection of our clients as well as our firm, we carry insurance protection including professional liability insurance. The extent and types of insurance can be provided upon request.

TERMINATION OF AGREEMENT

In the event the project is abandoned or the agreement terminated, we request seven days written notice from the City of Sterling Heights and we are to be reimbursed for all services performed and costs incurred up to the termination date on an hourly basis at $160.00 per hour for Principals and 2.5 times payroll for all others, plus reimbursable expenses.

Integrated Design Solutions, LLC has the resources and expertise to successfully complete this project for the City of Sterling Heights. We truly appreciate this opportunity to serve you. If you have any questions regarding our proposal or wish to discuss any aspect of the project, please contact us.

Sincerely,

Integrated Design Solutions, LLC

Michael C. Nowicki, PE
Executive Vice President

Michael D. Barden, LC, Assoc. IALD
Senior Associate
ACCEPTANCE

__________________________________________
Signature

__________________________________________
Name (Please Print)

__________________________________________
Title

__________________________________________
Date

__________________________________________
Purchase Order No. (when applicable)

Terms and conditions shall be in accordance with the attached proposal from Integrated Design Solutions, LLC dated June 11, 2019. This proposal will remain in effect for a period of 90 days. After that time, IDS will review and modify the proposal as required.
**AGENDA STATEMENT**

**Item Title:** To accept a proposal by Macomb Community College for an employee training program (Total expenditure of $39,500).

**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**

As outlined in the Strategic Planning session in January, 2019, City Administration is making a substantial investment in the training and development of its personnel at all levels of the organization. This investment is critically important as the City's municipal employees are responsible for the effective and efficient delivery of core public services, most of which are essential to the overall quality of community life in Sterling Heights. From police and fire public safety services to public works water and sewer utilities, City employees touch the lives of residents 365 days/year.

There is also a financial component to employee training. The City of Sterling Heights dedicates 71%, or $75 million of the City’s annual budget to personnel costs and benefits. Ensuring that there is a productive return on this substantial investment is simply good business practice. Over the course of the past twelve months, City Administration has been vetting training opportunities that maximize employee development and enhances the efficient delivery of core public services. This process identified “Lean Six Sigma” principles as having potential for meeting the City dual objectives. Although conceived and developed in the manufacturing sector, many well-managed municipalities across the United States have incorporated Lean Six Sigma principles into their municipal operations and realized outstanding results. Buoyed by this public sector success, City Administration embarked on finding a partner that could provide Lean Six Sigma training to City employees.

Fortunately, Macomb Community College's Workforce & Continuing Education arm has the instructors and resources to develop and implement a public sector Lean Six Sigma training program. Lean Six Sigma provides an opportunity to improve the delivery of public services using a disciplined approach. It encompasses many common features of Lean Six Sigma principles, including customer satisfaction, a culture of continuous improvement, the search for root causes, and comprehensive employee involvement. Employees are empowered to optimize the value-added programs and services they are entrusted to provide and in the process, instill a culture of improvement. These outcomes are achievable through a customized Lean Six Sigma training program that will:
(a) Place 40 - 50 city employees through "White Belt" training program consisting of eight hours at Macomb Community College’s MTECH Center where employees will learn the fundamentals of Lean Six Sigma from Lean Expert, Michael Gilreath. This training session is based on the American Society of Quality Body of Knowledge. All graduates of White Belt training will receive a certificate of completion.

(b) Allow 20 - 25 city employees who complete "White Belt" training to continue with 37.5 hours of Lean Six Sigma "Green Belt" training. This group will start and manage internal Lean Six Sigma projects directly related to their job duties for the City and will be considered "experts" who can instruct and train other City employee. Employees who take the Green Belt path will receive a Certificate of Completion from MCC and will be required to test through a professional accreditation body to be formally accredited as a Green Belt-certified.

It is estimated that the full curriculum will be completed in the period of September to December, 2019 at a cost of $39,500.

Macomb Community College is very excited for this opportunity as Sterling Heights will be the first public sector organization to receive Lean Six Sigma training on such a comprehensive level. This is truly an innovative approach which will yield immediate results by the projects undertaken by the "Green Belt" participants.

Please see the attached supporting documentation for additional information.

**Suggested Action:**

Resolved, to accept the proposal by Macomb Community College for the Lean Six Sigma employee training program at a total cost of $39,500 and authorize the City Manager to execute all required documents on behalf of the City.
July 28, 2019

Mark D. Vanderpool
City Manager
City of Sterling Heights
40555 Utica Road
Sterling Heights, MI 48313

Mark,

Thank you for meeting with us to discuss in greater details the implementation of a Lean Six Sigma program specific to the City of Sterling Heights.

Lean Six Sigma provides an opportunity to improve the delivery of services using a disciplined and project based approach. It brings numerous advantages if implemented properly, but it also risks being regarded as another management fad or flavor-of-the-week.

Lean Six Sigma encompasses many common features of Lean and Six Sigma, such as an emphasis on customer satisfaction, a culture of continuous improvement, the search for root causes, and comprehensive employee involvement.

With education and training, employees are empowered to optimize the value-added programs and services they are entrusted to provide and in the process, instill a culture of continuous improvement through employee involvement and engagement.

Macomb Community College’s Workforce & Continuing Education is pleased to offer the following proposal for training for your employees. Students successfully completing this training will receive a Certificate of Completion and CEU’s for all courses.

We will start with a survey assessment to determine a baseline and benchmarks. Once that is completed, we will move on to customized training specifically to meet those needs.

1. Establish a Metric for Operational Excellence (7.5 hours)
2. Lean Six Sigma Champion Workshop (15 hours) Macomb Certificate of Completion
3. Lean Six Sigma Training (37.5 hours) Macomb Certificate of Completion
   - White Belt (7.5 hours)
   - Yellow Belt Preparation (15 hours). Certification Exam to be taken separately.
   - Green Belt Preparation (15 hours). Certification Exam to be taken separately.
4. Lean Six Sigma Coaching (75 hours)
5. Report and Next Steps – within 30 days
Total cost to the City of Sterling Heights for the 135 hours of training is $39,500.00 including class materials. We will customize the workflow and timeline with you, and anticipate all being completed in less than 120 days.

Please note that there will be additional costs for taking the Yellow Belt and Green Belt certification exams through American Society for Quality, in order to become Six Sigma Belt certified. These fees can be expected in the range of $400.00-$500.00 per person taking the exams.

Kindly review this proposal and let me know if I can be of any further assistance. I hope the information provided is helpful in determining your plans. Receipt of this signed proposal will establish our agreement and allow us to begin procedures for delivery of the proposed training.

All terms are based on current prices and will be in effect if this contract is signed within thirty days of proposal date. After thirty days, Macomb Community College has the right to renegotiate the pricing of this contract.

If you have any questions or need further clarification please feel free to contact me at 586.498.4108.

Sincerely,

Patrick Rouse
WCE Director
Engineering & Advanced Technology
Macomb Community College
7900 Tank Avenue
Warren, MI 48092
rousep933@macomb.edu

If the above terms and conditions are acceptable to you, please indicate so by signing and dating the proposal in the space provided.

__________________________________   _________________________ ____
Elizabeth Argiri                       Date                     Mark D. Vanderpool   Date
Vice President, Business
Macomb Community College
City Manager
City of Sterling Heights
City of Sterling Heights

Purpose

To learn and apply Lean Six Sigma Principles & Practices in order to increase the value to all stakeholders of the services provided by the City of Sterling Heights, MI. These services include: City Administration, City Development, Community Services, Finances & Records, Public Safety and Public Works. The training will take place during the period September through mid-December 2019 and delivered on one day per week. The City will select a group of 40-50 to complete the Lean Six Sigma White Belt training. The City will further select a group of 20-25 to complete the Lean Six Sigma Green Belt training.

Summary of Proposal

1. Establish a Metric for Operational Excellence (7.5 hours)
   a. Survey to be completed by all full/part-time employees and volunteers
   b. Survey results analyzed
   c. Baseline measurement established and reported to leadership
   d. This survey will go out to a large group internally

2. Lean Six Sigma Champion Workshop (15 hours)
   a. Develop current and future state value stream maps for key processes
   b. Identify ideal behaviors for Lean Six Sigma Champions
   c. Develop a Lean Six Sigma deployment strategy

3. Lean Six Sigma Training (37.5 hours)
   a. Utilize a tiered training program
   b. Lean Six Sigma White Belt. Participants attend a 7.5-hour training session. (day 1)
   c. Lean Six Sigma Yellow Belt. Participants attend a 22.5-hour training session, based on the American Society for Quality (ASQ) Body of Knowledge (BOK) for Certified Six Sigma Yellow Belt (CSSYB) (days 1-3)
   d. Lean Six Sigma Greenbelt. Participants attend a 37.5-hour training session, based on the ASQ BOK for a Certified Six Sigma Greenbelt (SSSGB) (days 1-5)
   e. Improvement Project’s: Selection and Planning, 5-10 projects managed by internal Six Sigma Greenbelts
4. Lean Six Sigma Coaching (75 hours)
   a. Compile /report survey results
   b. Establish A3 reporting process for improvement projects
   c. Provide support for improvement projects
   d. Facilitate 2-3 kaizen events & develop internal co-facilitator(s)
   e. Oversee certification prep for individuals preparing for certification exams
   f. Develop & implement opportunities for improvement (OFI’s) and a reward / recognition program

5. Report Out & Next Steps
   a. Review number of participants trained as Whitebelt, Yellowbelt, and Greenbelt.
   b. Review of how training content has been applied throughout the City of Sterling Heights and its impact on stakeholders
   c. Written summary for each project including the effectiveness of the process used and its outcomes
   d. Review of the use of A3 Thinking as a communication tool for problem solving, proposals and status updates
   e. Review of the results of Kaizen Events – process and outcomes
   f. Report on the number of voluntary improvement ideas submitted by employees, and update on the Reward & Recognition program, including things done well and things we can still do better
   g. Status of individuals seeking ASQ Certification
   h. Next Steps:
      i. Identify candidates for Lean Bronze Certification
      ii. Ongoing support via text, phone or email to Champions, Lean Six Sigma Project Teams
      iii. Write and submit an article to the following showcasing the application of Lean Six Sigma and its benefits to all stakeholders of the City of Sterling Heights, MI.
         1. Quality Progress (a monthly magazine sent out to every member of ASQ worldwide
         2. Quality Digest – a national publication
         3. Lean Enterprise Institute – Lean.org
         4. American Society for Quality (ASQ)
         5. Local & state newspapers
- Pursue an organization certification (i.e. Shingo Prize for Operational Excellence, Malcomb Baldridge National Quality Award, Michigan Performance Excellence Program)

**Levels of Quality Certificates and Certification**
MICHAEL GILREATH - BIO

Michael Gilreath, a senior member of the American Society for Quality, is certified as a Six Sigma Blackbelt, Quality Engineer, and Quality Systems Lead Auditor. He has provided consulting and training in all aspects of Lean, Six Sigma, and Quality & Environmental Management Systems to over 100 organizations including healthcare, education, government and manufacturing. He began his career with 20 years’ experience at General Motors learning and applying Lean through GM’s partnership with Toyota at the NUMMI plant in Freemont, CA. While at GM he was a Statistical Process Control facilitator, and Education & Training Coordinator. In 1998 he began training and consulting full time, which he continues to this day. During his time at GM, Michael also served as an adjunct faculty member for Lansing Community College teaching curriculum courses in Probability & Statistics and Problem Solving.

What sets Michael apart is his ability to engage people. His energy is contagious, and his mission is clear – teach, coach and inspire teams to greater heights of excellence.

A lifelong learner, Michael feels the best way to learn is to teach. He understands the difference between teaching and telling, and continually strives to improve the learning experience. Michael earned his BA in Management & Organizational Development from Spring Arbor University, and associates in Quality Assurance.
5 Barriers to Lean in Government
By Mark Minukas and Garrett Ulosevich (Lean.org April 21, 2015)

“There are many challenges for lean in government: the structure of the workforce, disincentives for risk-taking at all levels, complex stakeholder relationships, and the simple problem of challenging the status quo. Still, while it may be difficult to bring lean thinking to government, it’s not impossible. From our experience working on lean and lean-inspired change programs in the public sector, we’ve found that leaders in this space get easily discouraged. They shy away from lean not only due to the challenges above, but to a variety of perceived challenges we believe can be overcome with a different mindset.

Here are the top five reasons we hear lean “can’t be done” in government with some ideas about how to think about them differently:

1. “We just don’t have the time or resources to apply lean in this austere climate”

For most government agencies, the volume of work and expectations of citizens and other stakeholders have increased while the number of employees has stayed constant or decreased. Recent articles on backlogs at the Department of Veteran’s Affairs and Social Security Administration highlight this problem. Government workforces are under increasing strain to produce. Leaders worry about whether their people have the time to even get involved in lean while continuing to work through backlogs and manage other priorities.

The case for lean? First, this situation is a perfect burning platform for improvement. While political winds and policy decisions may make it easier to find more capacity for improvement, waiting for an excess of capacity to do improvement work means improvement work will never begin. It’s better just to start. Second, many improvement activities provide quick relief to a beleaguered and overworked workforce. Daily team huddles and visual boards showing where backlogs exist and who’s responsible for tracking down issues can energize workers by providing them real agency and control over their work. They help managers support their teams more effectively by providing transparent, real-time information on progress. While these practices are only small parts of a lean management system, they don’t take much time to get started and they unlock more capacity for improvement work. Removing non-value added time from processes is THE essential work that helps government agencies handles this capacity crisis. Effective leaders recognize this and devote their precious time and resources to solving the right problems.
2. “We’re not a production shop, so lean doesn’t apply to what we do”

The reality is, lean principles apply to any process, especially complex ones where waste is often hidden behind complex patchworks of rules and across widely distributed experts. These processes are made difficult and cumbersome in ways they don’t need to be. Common problems include: overly complicated instructions, an unclear view of who the customers are and what they need, and/or poor coordination across functional groups.

_The case for lean?_ First, get rid of the idea that lean offers cookie cutter solutions to complex problems; it doesn’t. It does, however, provide a set of principles and practices that will help leaders and teams discover where hidden waste resides, align diverse stakeholders on needed changes, and develop effective solutions that lead to _consistently_ better outcomes. Value stream mapping, for instance, helps experts involved in a process that could take months or even years to better understand the needs and requirements of groups upstream and downstream of themselves and learn how work can be better coordinated to eliminate bottlenecks and rework. Developing standard work for important parts of the process, rather than being restrictive and controlling, free leaders up to focus on the decisions that only they can make. Atul Gawande captures this well in _The Checklist Manifesto_ when he says “[Standard checklists for complex processes]... ensure people talk and coordinate and accept responsibility while nonetheless being left the power to manage the nuances and unpredictability’s the best they know how.”

While complex processes can never be scripted and experts will always need to exercise good judgment, smart leaders create the conditions that lead to better outcomes. Recent success stories of [lean in healthcare](https://www.lean.org/) and state and federal [environmental regulation](https://www.epa.gov/) demonstrate the promise of using lean to improve complex processes.

3. “There’s too much uncertainty over the next two years to expand a lean program”

Time is of the essence for improvement efforts in many agencies since political winds and political appointees change regularly. While it will take any complex organization years, even decades, to truly transform their management systems, government leaders wanting to pursue lean can’t wait that long! They need to show tangible results in a short period of time and build excitement so their efforts can continue two more years… then two more years, etc.

_The case for lean?_ Precisely because of this political dynamic, lean leadership is critical. New leaders will be aware of lean, have a positive view of its potential, and will ensure lean efforts continue under a new administration. Next, lean done right builds
learning through action and inclusiveness. This bias for acting fast and including a lot of people means government leaders can quickly realize progress on small problems while also building a foundation for progress on tougher problems. Focused problem solving through kaizen events are a great way for leaders to get started, but they can’t stop there. As more people are exposed lean, even in small ways, they become more likely to influence new leaders to champion and sustain group efforts. Finally, lean management practices can be used to help leaders achieve a wide variety of policy or operational goals. Even when leaders and their goals change, the management practices themselves are durable. Those are likely to last in some form. Leaders who are serious about making a difference can use lean thinking to make sure their hard work and vision continues when they’re gone.

4. “Lean won’t work because I don’t have one clear ‘customer’”

Government leaders are right to recognize that they live in a world with more complex “customer” relationships than most companies. Many organizations ask “who are our customers” and “what work are they willing to pay for” and get a pretty straightforward answer. A culture of waste identification and elimination can be built around answers to these questions. But these questions are harder to answer in government. There’s often an entire ecosystem of stakeholders who have special and potentially conflicting demands. Performance of a government agency can impact certain segments of citizens, the public at large, businesses who serve citizens, policymakers, legislators, and so on. What may seem like waste to one group may be viewed as essential by another. Anyone who has stood in line to get a driver’s license or applied for a home loan backed by the FHA can appreciate this dynamic. Government provides critical risk management functions to the public (i.e., in order to get a license or a home loan a person needs to meet certain requirements) yet these functions feel different depending on which stakeholder group you’re in.

The case for lean? This is why we apply lean broadly. Complex customer relationships mean leaders need to spend more time fostering a dialogue about the values of their organization and the needs of various stakeholders. By being clear about which outcomes matter to each stakeholder, lean leaders begin to support their teams in aggressively removing obstacles that stand in the way of achieving those outcomes. Practices such as including actual end customers (i.e. a mortgage company that uses FHA to insure their loans) and other stakeholders in kaizen events and ensuring the “voice of stakeholders” are included in decision-making during annual planning or strategy deployment sessions – these are just a couple of ways a little bit of lean thinking can go a long way. Different needs across stakeholders don’t disappear, of course. Tensions always exist. Those opportunities for tension (and coordination) will just be that much clearer with active problem solving and open dialogue. Creative solutions that can eliminate waste and be win/win/win for multiple stakeholders will present themselves that much more often.
5. **Lean doesn’t help me achieve policy objectives**

Policy almost always requires implementation through an agency process or operation. One federal agency had a policy process that was widely considered to be ineffective, long, and painful. For example, issues frequently were discovered very late in the process, after incredible amounts of wasted staff effort.

**The case for lean?** In the case of this particular federal agency above, the leadership group became so fed up with it that they succumbed to lean – they convened a kaizen-like event with the right mix of people with direct experience and knowledge, mapped/walked the process and reconceived it to address the root cause problems, and came up with some dramatic results. While the process continues to evolve, it is no longer considered a key challenge to achieving policy objectives. In this way, lean helps government organizations translate **policy** into efficient and effective **operations** that lead to results in the real world. Impact in the real world is the very objective of policy.

So, what’s to be done? Delivering change in government does have its special challenges, certainly more than five, whether real or perceived. Resources are often constrained. Processes as well as customer relationships are complex. Leadership and policy objectives do frequently change. But the situation is far from hopeless. Lean management is one of the most practical and effective ways for leaders to create positive change. The biggest challenge for the lean community may be to tell more stories of lean management where it really is happening – where and how it’s being applied so it’s not as easily dismissed.

If you’re a leader in a government agency, pick an area that needs improving and experiment with lean approaches. If you need help, ask for it. Start small, see if you can make a noticeable and impressive difference, and build from there.”
Lean Six Sigma Training Program

Program Details:

Lean Six Sigma (LSS) is a method professionals use to streamline processes by eliminating waste while efficiently solving problems. The LSS method relies on a collaborative team effort and combines Lean business/lean innovativeness and Six Sigma to eliminate the 8 kinds of waste which are: defects, overproduction, waiting, non-utilized talents, transportation, inventory, motion, and extra processing. LSS encompasses many common features of both Lean and Six Sigma, such as an emphasis on customer satisfaction, a culture of continuous improvement, the search for root causes, and comprehensive employee involvement. There are six levels of quality certificates and certification as shown below.

With education and training, employees are empowered to optimize the value-added programs and services they are entrusted to provide and in the process, instill a culture of continuous improvement through employee involvement and engagement.

Directors and Managers of the City of Sterling Heights will have an opportunity to nominate their employees to participate and complete one of two Lean Six Sigma paths; White Belt Certification or Green Belt Certification. The program will be facilitated through Macomb Community College's Workforce & Continuing Education Department. Employees who successfully complete this program will receive a Certificate of Completion and CEU’s from
MCC for all courses and will have an opportunity to formally test with a professional accreditation body.

**Training Paths:**

**Lean Six Sigma – White Belt:**

The White Belt Training Program is a 1-day session that will take place at Macomb Community College’s MTech Center in Warren, MI. Employees will learn the fundamentals of Lean Six Sigma from Lean Expert, Michael Gilreath. Employees will have an understanding of the structure and goals of LSS, be able to use the basic LSS vocabulary and terms, and will be a resource to employees who become Green Belt Certified. This training session is based on the American Society of Quality Body of Knowledge. Employees who take the White Belt path will receive a Certificate of Completion from MCC.

**Lean Six Sigma – Green Belt:**

The Green Belt Training Program will be a total of 37.5 hours. The sessions will take place 1 day per week over a 5-week period at Macomb Community College’s MTech Center in Warren, MI. Through the duration of the Green Belt Trainings, these employees will receive both the White Belt and Yellow Belt training. Employees will be able to start and manage internal LSS projects, will be considered as an LSS expert, and will be able to provide training to others in the organization. The training is provided by Lean expert, Michael Gilreath. The training sessions are based on the American Society of Quality Body of Knowledge. Employees who take the Green Belt path will receive a Certificate of Completion from MCC and will be required to test through a professional accreditation body to be formally accredited as a Green Belt. The additional cost of the accreditation test will be absorbed by the City.
AGENDA STATEMENT

Item Title: To lease a Canon ImagePRESS C750 Digital Color Production Press at pricing available through a Michigan Intergovernmental Trade Network cooperative Request for Proposals (Estimated annual expenditure of $11,940).

Submitted By: Office of Purchasing

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

Administration Approvals:

<table>
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<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>
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Executive Summary

The Community Relations Department’s print shop produces a wide variety of forms, flyers, booklets, calendars, business cards, and a myriad of other professional quality print material essential to City operations. The Print Shop utilizes a multi-functional device (MFD) that is capable of functioning as a printer, copier, scanner, and binder. While the current MFD has produced quality print materials, it is nearing the end of its useful life as technological advances have rendered it functionally obsolete.

The Community Relations Department and the Office of Purchasing identified the Cannon ImagePRESS C750 Digital Color Production Press as the ideal production level MFD that will meet the future demands of the Print Shop. The ImagePRESS C750 provides high speed production capacity combined with product versatility, while maintaining quality. The new MFD includes Canon’s PRISMAsync software package, which provides an intuitive single point for total production control that is configurable to adapt to the Print Shop’s needs.

For the past 4 years, the City of Sterling Heights has been leasing its current MFD from Applied Imaging under product and pricing terms available through a Michigan Intergovernmental Trade Network (MITN) cooperative Request for Proposals (RFP). Recommendation is being made to lease the Canon ImagePRESS C750 Digital Color Production Press for a five-year term at pricing available through the MITN RFP. The monthly lease payment is $995. Applied Imaging will provide maintenance and repair services, supplies, software upgrades, and training under the lease. Applied Imaging uses US Bank Equipment Finance as its financing arm for purposes of the lease. Based on past history and technological advances, leasing has proven to be more cost efficient than purchasing the MFDs. Over the past four years, Applied Imaging has delivered quality products and exceptional maintenance services to the City.

Suggested Action:
Resolved, to approve a contract with US Bank Equipment Finance, 1310 Madrid Street, Suite 101, Marshall, MN 56258, for the leasing of a Canon ImagePRESS C750 Digital Color Production Press at pricing available through a Michigan Intergovernmental Trade Network (MITN) cooperative Request for Proposals, with provision for maintenance and repair services, supplies, software, installation, and training through Applied Imaging, 46620 Ryan Court, Novi, MI 48377 for a five (5) year period commencing on September 1, 2019 and to authorize the Mayor and City Clerk to sign all documents required in conjunction with this approval.
GENERAL INFORMATION:
The Community Relations Department is requesting the lease of a Canon ImagePRESS C750 Digital Color Production Press to replace an existing multi-function device (MFD).

Funding is allocated in 945000 (Equipment Rental) accounts throughout multiple departments. Total annual expenditure will be $11,940 for the five-year lease term. At the end of the five-year lease agreement, the Canon ImagePRESS C750 Digital Color Production Press will be owned by the City.

STAFF ANALYSIS AND FINDINGS:
The Print Shop utilizes a Ricoh multi-functional device (MFD) that is capable of functioning as a printer, copier, scanner, and binder. While the Ricoh model has produced quality print materials over the past four years, it is no longer capable of producing at the production level and quality that is required of the Print Shop. The Ricoh MFD will be repurposed within City Hall for day-to-day for printer and copying operations.

Recommendation is being made to lease a new Canon ImagePRESS C750 Digital Color Production Press at pricing available through the Michigan Intergovernmental Trade Network (MITN) Request for Proposals (RFP). Advantages of the new Canon ImagePRESS C750 include:

**Cost of Operation** - With the new Applied Imaging lease, the following cost-per-copy (CPC) rates will remain constant for the entire five-year lease term:

- Black & White Copies .0055
- Color Copies .0600

MFD supplies including toner (both black and color), as well as staples, are provided at no charge under the lease terms.

**Scanning** – Color scanning is available at no cost.

**Service** – Local Applied Imaging technicians will provide periodic maintenance and respond to service call-outs for the new Canon ImagePRESS C750. Service calls can be initiated by phone, email, or website visit. Response times by a service technician will be within a two-hour time frame and the service call completed within four hours.

Applied Imaging is the City’s incumbent vendor for MFD service and support and has been providing exceptional service.

STAFF RECOMMENDATION:
Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Applied Imaging
46620 Ryan Ct.
Novi, MI 48377
Anna Stewart, Account Manager
astewart@appliedimaging.com
City of Sterling Heights
Print Center

Canon C750 w/ Prisma Controller
• 75 pages per minute
• Stapling Finisher
• 2/3 Hole Punch
• Envelope Attachment
• POD Deck Lite (13 x 19 paper)

Acquisition Options

Canon C750
Purchase $48,995
60 Month Lease $995 / month

Cost Per Page
Black/White $.0055
Color $.06
REPORT FROM THE CITY MANAGER TO CITY COUNCIL  CMR 8-17-75  
August 28, 2017

SUBJECT: AWARD OF PROPOSAL FOR COPIER AND PRINTER MANAGEMENT

ADMINISTRATIVE SUMMARY

- Sealed proposals were advertised, available on the MITN e-procurement website, publicly opened and read aloud on June 6, 2017 for copier and printer management. Request for Proposals (RFP’s) were sent to sixty-one (61) vendors with seven (7) responding. This RFP was a cooperative effort between the City & 47th DC with extension offered to MITN Cooperative members. The past awarded agreement was also extendable and was utilized by 70+ agencies throughout Michigan.

- In 2012 the City began utilizing a managed copier & printer program which eliminated dozens of desktop printers and consolidated many machines in to less expensive units that were multi-functional with faxing, scanning, printing & copying built-in. Currently the City has 19 and 47th DC has 22 such machines. In addition the City & 47th DC still utilize single-function desktop printers where security or technology requires. Currently the City has 54 and 47th DC has 38 such devices. Both the City & 47th DC continue to evaluate need & phase out units as usage allows. Historically printers & copiers are obtained on a five year lease arrangement with service and maintenance covered under a cost per copy agreement. The City spends approximately $130,000 per year on copier & printer management.

- The copier industry has been in transition over the past several years. Independent Dealers and local representation is being eliminated leaving few representatives & service agents locally to provide help when needed. The City has experienced challenges in the past, suffering poor customer service due to vendor set-up and flexibility making it difficult to keep copy equipment working efficiently. It wasn’t uncommon for a repair to take 2-4 days for a technician to arrive and weeks for replacement parts to arrive. For this reason the City made excellent customer service paramount to award and determined a best value RFP process was the best option.

- The RFP requested information regarding firm qualifications, equipment & customer service approach along with pricing. Pricing was requested for single-function devices, mono-function devices & wide-format devices from 20-pages per minute (PPM) to 80 PPM. Each PPM range contains black/white printing/copying, color printing/copying and pricing for costs per copy (CPC). Each device can be configure with options such as duplexing, faxing, stapling, hole punching, etc. In addition vendors were asked to supply pricing on their full-line catalog of goods & services to allow for flexibility in product & service selection for the City, 47DC and any extending agencies.

- City & 47th DC staff evaluated all proposals based on relevant work experience & qualifications, narrative of customer service approach & equipment offering, fees and references. Staff narrowed the field and conducted interviews with the two (2) highest point totals, (Applied Imaging & Konica) Staff determined Applied Imaging to be the best value & most qualified vendor. Their rate structure was competitive, their proposal was excellent, their knowledge of current technology was extensive, their ideas for additional printer consolidation were creative and their commitment to customer service was demonstrated by the many glowing references from Michigan agencies. Applied Imaging has been providing outstanding service for the City of Farmington Hills for the past five (5) years and City & 47th DC staff are confident in their ability.

- Funding for copy/printer devices are budgeted in department accounts on an annual basis. The recommended award allows continued equipment replacement for a five year period as approved and funded during the budget process.
QUALIFICATION FEE TABULATION

<table>
<thead>
<tr>
<th>Company</th>
<th>City/State</th>
<th>Proposal (including firm qualifications, references, customer Service approach &amp; pricing) -100 point possible</th>
<th>Interview100 Points Possible</th>
<th>Total Points</th>
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<tr>
<td>Applied Imaging &amp; Great American Financial Svcs)</td>
<td>Grand Rapids &amp; Novi, MI</td>
<td>82</td>
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<td>Ann Arbor, MI</td>
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RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to sign lease agreement and purchase orders for a five year period as budgeted to Applied Imaging with Great American Financial Services for copier and printer management.

Prepared by: Kelly Monico, Director of Central Services

Approved by: Dave Boyer, City Manager
### SPECIFICATIONS

#### MARKING ENGINE

- **Technology:** Electrophotography
- **Resolution:** Up to 2400 x 2400 dpi
- **Halftones:** 256-Level grayscale
- **Print Speed:** Simplex/Duplex
  - CB50: 65 SPM
  - C750: 50 SPM

#### Duplex Color Image Reader-K1

- **Power Source:** 208 V/15 A
- **Dimensions:** 28.4" x 38.9" x 31.1"
- **Paper Size:** 5.5" x 7.2" to 13" x 19.2"
- **Tray Capacity:** Up to 1,650 Sheets (20 lb. Bond)
- **Top Tray:** Up to 1,000 Sheets (20 lb. Bond)
- **Saddle-Stitch Tray:** Up to 30 Booklets or Limitless
- **Offset Stack Capacity:** 350 Sheets

#### POD Deck Lite-Cl

- **Paper Capacity:** Up to 3,500 Sheets (20 lb. Bond)
- **Power Source:** Single-Phase 208 V/20 A
- **Dimensions (H x W x D):** 56.1" x 76.9" x 36.8"

#### POD Deck Lite XL-A1

- **Paper Capacity:** Up to 3,500 Sheets (20 lb. Bond)
- **Power Source:** Single-Phase 208 V/20 A
- **Dimensions (H x W x D):** 22.6" x 43.5" x 27"

### INPUT ACCESSORIES

#### Multi-Drawer Paper Deck-Cl

- **Paper Capacity:** Up to 6,000 Sheets (20 lb. Bond)
- **Power Source:** 120 V/15 A
- **Dimensions (H x W x D):** 40.9" x 37.4" x 31.4"

#### POD Deck Lite-Cl

- **Paper Capacity:** Up to 3,500 Sheets (20 lb. Bond)
- **Power Source:** 120 V/15 A
- **Dimensions (H x W x D):** 22.5" x 28.2" x 27.0"

#### POD Deck Lite XL-A1

- **Paper Capacity:** Up to 3,500 Sheets (20 lb. Bond)
- **Power Source:** 120 V/15 A
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#### Duplex Color Image Reader-K1

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- **Top Tray:** Up to 1,000 Sheets (20 lb. Bond)
- **Saddle-Stitch Tray:** Up to 30 Booklets or Limitless
- **Offset Stack Capacity:** 350 Sheets

### OUTPUT ACCESSORIES

#### Multi Function Professional Puncher-A1

- **Power Source:** 120 V/15 A
- **Dimensions (H x W x D):** 40.9" x 37.4" x 31.4"

#### High-Capacity Stack-H1

- **Offset Stack Capacity:** Up to 6,000 Sheets (20 lb. Bond)
- **Top Tray Capacity:** Up to 200 Sheets (20 lb. Bond)
- **Paper Size:** 7.2" x 7.2" to 13" x 19.2"
- **Paper Weight:** Same as Main Engine
- **Max. Connectivity:** 1 Unit
- **Dimensions (H x W x D):** 44.9" x 35.4" x 31.4"
- **Power Source:** 120 V/15 A

#### Booklet Finisher-WI

- **Tray Capacity:**
  - Top Tray: Up to 1,000 Sheets (20 lb. Bond)
  - Lower Tray: Up to 4,000 Sheets (20 lb. Bond)
- **Saddle-Stitch Tray:** Up to 30 Booklets or Limitless
- **Staple Positions:** Corner Stapling, Double Stapling
- **Paper Weight:** 14 lb. Bond to 110 lb. Cover (Top tray up to 130 lb. Cover)
- **Stapling:** 8.3" x 11" to 11.7" x 17"
- **Stapling Capacity:** Up to 100 Sheets
- **Booklet Stapling Capacity:** Up to 30 Booklets
- **Output Tray Capacity:** 48.8" x 35.0" x 31.2"
- **Dimensions (H x W x D):** 48.8" x 41.7" x 31.2"
- **Power Source:** 120 V/15 A

#### Perfect Binder-E1

- **Cutting Method:** 3-Cut Side/3-Cut Side/No Cut
- **Book Thickness:** 10" to 200 Sheets (20 lb. Bond) (Up to 0.96")
- **Body Paper Weight:** 14 lb. Bond to 43 lb. Bond (525 gsm to 1,953 gsm)
- **Cover Paper Weight:** 24 lb. Bond to 110 lb. Cover (90 gsm to 300 gsm)
- **Trim Range:** Top/Bottom: 0.26" to 1.56”, Side: 0.26" to 1.95"
- **Dimensions (H x W x D):** 53.5" x 36.3" x 31.7"
- **Power Source:** 208 V/15 A

### ADDITIONAL THIRD-PARTY ACCESSORIES

#### MAX Ring Binder

- **Square Fold Booklet-Maker**
- **Square Fold Booklet-Maker With Two- Knife Trimmer**
- **Plomographic BL50/35 Professional Booklet-Maker**
- **Multifunctional BL50/35 Specialty Media Handling Guide**

#### Puncher Unit-BSI

- **Double Parallel Fold:** Legal, Letter-R
- **Z-Fold:** Legal-R, 11" x 17"
- **Support Media:** Legal-R, 11" x 17"
- **Weights:** (50 gsm to 105 gsm)
- **Power Source:** From Finisher
- **Dimensions (H x W x D):** 46.87" x 13.25" x 31.25"
- **Weight:** 157 lb. (71 kg)

#### Booklet Trimmer-F1

- **Margins:** Top: 0.8" to 1.1" Bottom: 0.8" to 1.1"
- **Dimensions (H x W x D):** 40.9" x 82.3" x 31.1"

#### Two-Knife Booklet Trimmer-A1

- **Margins:** Top: 0.08" to 0.59" Bottom: 0.08" to 0.59"
- **Dimensions (H x W x D):** 40.9" x 21.1" x 30.3"
- **Power Source:** 120 V/15 A

### USA.CANON.COM/PRODUCTIONPRINTING

The imagePRESS CB50/C750 Series contains multiple components, some of which are manufactured by third parties. Accordingly, Canon makes no representations or warranties with respect to such third-party products. For additional information on any Canon or third-party accessories, contact your Authorized Canon representative. As an ENERGY STAR Partner, Canon U.S.A., Inc. has qualified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR logo are registered trademarks of the U.S. Environmental Protection Agency. Canon imagePRESS, and the GENUINE logo are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. All screen and printer output images are simulated. Not responsible for typographical errors. Specifications and availability subject to change without notice. ©2018 Canon U.S.A., Inc. All rights reserved.

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imagePRESS C850/C750

BIG GROWTH OPPORTUNITIES IN A SMALL FOOTPRINT

PRODUCT AT-A-GLANCE

PRODUCTIVITY
• Production speeds of up to 85 ipm (color and B/W)
• Maintains rated speed on uncoated stocks up to 220 gsm (80 lb. Cover)
• 7,650-sheet feeding capacity with up to six different sources
• Wide array of in-line feeding and finishing accessories

PRINT QUALITY
• Vibrant and consistent image quality on a wide variety of media
• 2400 x 2400 dpi print resolution
• Precise, front-to-back registration
• Gloss optimization
• Variety of calibration options to help maximize color consistency

CHOICE OF WORKFLOWS
• PRISMAsync Color Print Server
• imagePRESS Server H300 V2
• imagePRESS Server G200
• imagePRESS Printer Kit

ENVIRONMENT
• Meets ENERGY STAR® standards
• Rated EPEAT Gold
• Compliant with RoHS
• Recyclable toner bottles
• No VOCs in consumables
THE CANON imagePRESS C850/C750 SERIES—
THE SUPERB FIT FOR EVERY PRINT ENVIRONMENT

IN-PLANT/CRD
The imagePRESS C850/C750 digital color production presses deliver the productivity, ease of use, and versatility your operation requires. These presses let you do more with fewer operators. Optional PRISMA software solutions and PRISMAasync provide simple, intuitive operation. Jobs are rapidly processed and can be finished in-line with minimal operator intervention. To enhance productivity, customers can submit work to the CRD via a wide variety of available software solutions, including Canon’s enterprise-wide print management leveraging uniFLOW and PRISMAdirect.

QUICK PRINT/PRINT-FOR-PAY
Finally, there’s a solution that meets the needs of the quick print market, thanks to its high quality, reliability, and versatility, delivering powerful opportunities in a small footprint. Intuitive, easy-to-use user interfaces help streamline prepress and production tasks.

Customers can expand their capabilities to handle a range of media, including long sheets up to 30 inches and envelopes in different sizes and weights. In-line finishing options facilitate the output of ring-bound presentations, trifold flyers such as sell sheets, and multipage, full-bleed brochures.

COMMERCIAL PRINT
With quality that rivals offset, these digital presses offer many advantages:

• Gloss Optimization;
• Consistent color, thanks to the stable engine platform with CV toner;
• Multi D.A.T., real-time color correction and calibration features, including G7® calibration on the PRISMAasync controller; and,
• Excellent, front-to-back registration.

The imagePRESS C850 Series is ideal for short runs and variable data printing. It’s also a cost-effective backup to your other devices. These presses support outstanding efficiency, with the ability to integrate seamlessly with existing workflow solutions. And with multiple in-line folding and binding options and the ability to output envelopes, you’ll be able to realize new business opportunities.

PRODUCT FEATURES

A SMALL FOOTPRINT
Enjoy quality results with new imaging technologies, outstanding versatility, and powerful performance—all in a small footprint. An ideal fit for a business ready for growth.

MANY MEDIA CHOICES
Please customers with the ability to print on attention-getting stocks and envelopes in a range of sizes. Expand new applications with duplex long sheet printing of up to 30 inches.

VERSATILE IN-LINE FINISHING
Produce a broad range of print products, including three-fold brochures, saddle-stitched and square-folded brochures, postcards, business cards, presentation and training materials, flyers, and perfect bound books.

GLOSS OPTIMIZATION
As with offset printing, images closely match the gloss levels of the paper stock.
ADVANCED TECHNOLOGIES

**R-VCSEL**
Images have remarkable clarity and definition with 2400 dpi x 2400 dpi print resolution. The 32-beam red VCSEL laser produces clear, crisp output at high speed.

**CV TONER**
Canon CV toner offers amazingly vibrant images on a wide variety of media with smooth particles and a low melting point.

**ADVANCED IMAGE TRANSFER BELT**
Advanced Image Transfer Belt (ITB) increases the toner transfer efficiency to help achieve high quality on even textured or embossed stocks for custom and premium applications.

OUTSTANDING STABILITY

**CALIBRATION TOOLS**
The imagePRESS C850/C750 color digital presses offer automatic, real-time calibration and provide tools to help reduce calibration time to reliably deliver high-quality, repeatable, predictable output with minimal operator intervention.

**VF DEVELOPER UNIT**
The developer unit maintains a cool temperature and efficiently uses developer to help ensure stable image quality over time.

**COMPACT REGISTRATION MODULE (CRM)**
The CRM combines digital sensors together with registration rollers to help ensure that sheets are correctly positioned during print runs for high-quality results every time.

**HUMIDITY SENSOR/AIRFLOW UNIT**
The precisely controlled internal environment and airflow help maintain consistent, high-quality images across print runs.
APPLICATION VERSATILITY

MEDIA SUPPORT
These presses offer support for various types of media, including textured paper, thin-coated paper up to 110 lb. Cover (and validated stocks up to 130 lb. Cover*), and various sizes as well as envelopes.

LONG-SHEET PRINTING
Expand your application offerings with the capability to print and auto duplex on long sheets up to 30 inches.

IN-LINE FINISHING
Achieve "white-paper-in, finished-product-out" workflows with Canon’s extensive in-line finishing options. Maintain high quality, even on half-folded spines with the in-line creasing feature of the optional Multi Function Professional Puncher.

MAXIMIZED UPTIME

LARGE MEDIA CAPACITY
A 7,650-sheet input capacity** allows for unattended production runs. And with up to six different sources, operators can load many different media types for mixed-media jobs.

PRODUCTION PRINT SPEEDS
Reach impressive production speeds of up to 85 Letter impressions per minute on a wide range of media. Without sacrificing quality, these presses can run at maximum speed on uncoated stock of up to 80 lb. Cover and can automatically duplex jobs on up to 130 lb. Cover.*

ADVANCED TWIN-BELT FUSING TECHNOLOGY
Canon’s innovative induction heating and cooling technologies use two belts that allow the press to fuse at a lower temperature, minimizing heat fluctuations while printing on different media. This helps keep the press productive on regular and mixed-media jobs while controlling gloss and image quality.

* For stocks above 110 lb. Cover only those validated heavier stocks listed in the imagePRESS C850/C750/C650/C65 Series Specialty Media Guide are supported.

** With optional Multi-Drawer Paper Deck.
**KEY FEATURES**

The imagePRESS C850/C750 color production digital presses: More versatility, more automation, and better performance—all in a lot less space.

**FINISHING OPTIONS**

1. **STAPLE** AND SADDLE FINISHER
   - Corner staple up to 100 sheets or saddle-stitch* up to 100-page booklets in paper sizes up to 13" x 19.2". An external side jogger keeps paper in neat stacks. An optional 2/3-hole puncher is also available.

2. **BOOKLET TRIMMING**
   - High productivity with large-capacity trim waste bin and on-the-fly waste removal allow for continuous run. These modules work with the Saddle Finisher to produce professional, full-bleed booklets in-line.

3. **PAPER FOLDING UNIT**
   - Offer promotional pamphlets, brochures, and more with the ability to produce Z-fold, C-fold, accordion fold, and double-parallel fold documents.

4. **HIGH-CAPACITY STACKER**
   - Realize maximum productivity with unload-while-run capability, helping to provide uninterrupted printing and virtually unlimited stacking. The integrated DFD interface lets configurations include various third-party finishing devices.

5. **PROFESSIONAL DIE PUNCH AND CREASE UNIT**
   - The Multi Function Professional Puncher handles a broad range of media sizes and weights, and it includes a creasing function that helps reduce paper or toner cracking on the spine.

6. **MAX RING BINDER**
   - Produce up to 50- or 100-sheet ring-bound booklets in-line to eliminate the handling and finishing steps between printing and binding.

7. **PERFECT BINDER**
   - Using hot glue, this module binds covers to book blocks of up to 400 pages at 20 lb. Bond and can trim on all three sides for full-bleed books or manuals.

8. **DOCUMENT INSERTION UNIT**
   - This module enables insertion of slip sheets or preprinted inserts and covers.

*Available only on Saddle Finisher.

*Not shown.

All paper capacity numbers are based on 20 lb. Bond (80 gsm).
IMAGING

8 CV TONER
Canon’s CV toner helps produce consistent, vivid, and sharp images on a wide range of media with a realistic, offset-like finish.

9 R-VCSEL LASER TECHNOLOGY
R-VCSEL technology provides clear, crisp 2400 x 2400 dpi output at high speeds.

10 ADVANCED TWIN-BELT FUSING TECHNOLOGY
This technology optimizes temperature control for outstanding productivity on media at weights as low as 52 gsm and as high as 110 lb. Cover (for validated stocks up to 130 lb. Cover*).

11 E-DRUM
The durable, reliable E-Drum is designed for excellent image transfer.

USABILITY

12 PRISMAasync USER INTERFACE**
The PRISMAasync interface expands possibilities with an intelligent server and media-driven workflow. It offers up to eight hours of advance production planning and scheduling, plus uniform workflow with other PRISMAasync-driven Canon digital presses, such as the varioPRINT DP Line, VarioPrint 6000 Series, and imagePRESS C10000VP Series.

OPERATOR ATTENTION LIGHT**
You’ll always know if your job is progressing smoothly, because this helpful light displays the status of the press at a glance and alerts staff in time for an operator to intervene and keep production running.

CANON PRESS CONSOLES****
The Canon Press Console provides easy access to operator settings, such as the media library, press stability controls, and output appearance settings.

PAPER FEEDING OPTIONS

14 MULTI-DRAWER PAPER DECK
Three paper drawers offer up to 6,000-sheet capacity and maximum size of 13” x 19.2”. All drawers accommodate all supported media weights and types except envelopes.

POD DECK LITE*
This deck’s 3,500-sheet capacity supports paper sizes up to 13” x 19.2” and envelopes in a range of sizes.

POD DECK LITE XL*
In addition to the capabilities of the POD Deck Lite, this deck holds up to 1,000 sheets of stocks up to 13” x 30” in size.

LONG-SHEET TRAY*
Along with the Stack Bypass Tray, it can feed long sheets up to 30 inches.

* For a list of validated stocks between 110 lb. Cover and 130 lb. Cover (301 gsm to 350 gsm), please consult the imagePRESS C850/C750/C65/C65 Series Specialty Media Handling Guide.
** Available only with PRISMAasync Color Print Server.
**** Available only with the imagePRESS Server H300 V2/G200 and imagePRESS Printer Kit.
* Not shown.
PRISMAasync COLOR PRINT SERVER

Flexible, cutting-edge controller that’s impressively easy to use.

A SINGLE POINT OF CONTROL
Canon’s PRISMAasync Color Print Server consolidates control of your entire production system into a single point. Whether preparing simple jobs such as scan-to-file or complex jobs such as page programming, you can easily perform a range of tasks from one user interface.

INTUITIVE OPERATION
Prepress and production tasks are intuitively clear with a highly visual user interface design. Templates, automated workflows, and hot folders allow for the loading of repetitive job settings.

CONFIGURABLE WORKFLOW SUPPORT
Whatever your workflow, the PRISMAasync Print Server can be set up to meet your precise needs with its configurable user interface. The embedded CIP4-compliant JDF/JMF workflow connector allows integration into JDF/JMF enabled workflows. And seamless integration with the PRISMA software suite offers access to easy-to-use, professional, make-ready and document management solutions.

TOTAL PRODUCTION CONTROL
Stay in control of your schedule with plan-ahead production. The Job Scheduler lets you monitor multiple jobs, receive custom notifications, and change priorities as needed. Smart, state-of-the-art features, such as Page Programming and DocBox, let operators store and manipulate jobs directly from the PRISMAasync controller interface.

PRISMAasync REMOTE MANAGER
Operators and administrators can manage queues, submit print jobs, and reroute jobs among multiple PRISMAasync-driven engines via the standard PRISMAasync Remote Manager software.

The unique, Web-based Multi-Press Scheduler provides remote monitoring from virtually any workstation or mobile device on your network.

CERTIFIED BY ADOBE FOR THEIR MERCURY RIP ARCHITECTURE
Enables digital printers to process their jobs in a fast and flexible manner, boosting RIP speed to an outstanding level.

FIRST DFE-EMBEDDED G7 CERTIFIED SYSTEM
PRISMAasync incorporates an in-RIP G7 calibration method. Without a need for third-party software or complex procedures, print professionals can quickly and easily calibrate, profile, and verify their PRISMAasync-driven imagePRESS color presses to help achieve a near-neutral print condition.

FLEXIBLE COLOR CONTROLS
PRISMAasync offers flexible color correction capabilities such as the CMYK curve editing and digital moiré reduction with immediate visual feedback via realistic pixel precise previews.
imagePRESS SERVER H300 V2/G200

Fiery® technology helps improve efficiency and performance.

WORK ACROSS PLATFORMS
The imagePRESS Servers integrate smoothly with your various prepress workflows, third-party software, and EFI™ solutions.

EFFICIENT JOB MANAGEMENT
An intuitive print management interface for Fiery servers, the Command WorkStation® centralizes and helps simplify job management. Operators can monitor and direct jobs, automate workflows, and preview and adjust documents.

SPOT-ON™ COLOR MATCHING
The powerful Spot-On utility helps remove the guesswork from color matching, offering an intuitive interface that makes it fast and easy to define or modify spot colors. It eliminates the time-consuming task of looking up CMYK values.

MEDIA LIBRARIAN*
Media Librarian is a paper management application designed for the commercial print sector that seeks to improve makeready productivity on Fiery-driven imagePRESS color digital presses. Directly from the imagePRESS Server, operators can create, edit, and organize their paper stocks from a single intuitive interface.

* Supported on imagePRESS Server H300 V2.

imagePRESS Printer Kit
Embedded controller for entry-level production.

Designed for operations that use a printer driver workflow and don’t require job or queue management tools, the imagePRESS Printer Kit is a cost-efficient choice for a genuine Adobe® PostScript® controller.
A SUPERB FIT

EXPAND YOUR OPPORTUNITIES
Highly innovative, the imagePRESS C850/C750 color digital production presses offer end-to-end solutions and outstanding day-to-day reliability that can help your operation achieve greater success in its market segment.

With a choice of advanced print controllers and scalable feeding and finishing options, this press is configured to help you surpass your goals.

The small footprint and environmentally conscious features make this press a superb fit for almost every operation.

LONG-SHEET PRINTING
Auto duplex print up to 30-inch sheets to help expand application offerings, such as dust jackets and six-page brochures.
TEAMING WITH CANON

A COMPETITIVE ADVANTAGE
We’ll help you increase productivity and improve your bottom line. Our extensive print experience translates to deep insight into industry characteristics and trends as well as customer goals and challenges. Canon’s understanding of various printing markets allows us to tailor solutions to meet your specific needs.

TOTAL SOLUTIONS
The Canon portfolio of technology offerings is among the broadest in the industry. From digital, sheet-fed, web-fed, and wide-format systems to inkjet, photo printers, and workflow solutions, Canon has a customized solution for your business.

Customers share their experiences. Visit USA.CANON.COM/PRODUCTIONPRINTING
Document Checklist

- **Tax-Exempt Installment/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.

- **Addendum to Tax-Exempt Installment/Purchase Agreement** – If required by Seller, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution. The attester will execute the signature block below the Purchaser’s signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.

- **Property Schedule** – 1) If the transaction can be designated as a “bank qualified” transaction – one where Purchaser reasonably anticipates not issuing more than $10 million in tax-exempt obligations in a calendar year – then you should initial the line under this section; 2) execute signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution.

- **Property Description** – Exhibit A – Execute signature block at the bottom of the page.

- **Amortization and Installment Payment Schedule** – Exhibit B – Execute signature block at the bottom of the page.

- **Certificate of Acceptance** – Exhibit C – 1) If billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the “ACCEPTANCE DATE” line; and 3) execute signature block at the bottom of the page.

- **Purchaser’s General and Incumbency Certificate** – Exhibit D – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.

- **Purchaser’s Counsel’s Opinion** – Exhibit E – If required by Seller, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.

- **Insurance Authorization and Verification** – To be filled out by Purchaser and returned with the executed documents.

- **Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.

- **Form 8038-GC or G** – Blank form provided to Purchaser. Please consult your local legal/bond counsel or tax consultant with questions.

- **Original Documents** – Seller will require original documents, including original 8038 form, prior to funding.

- **Validation of Board Approval** – If required by Seller, a copy of board minutes or board resolution should be provided showing approval of the contract.

- **Services and Supplies Rider** – If Purchaser has requested that Seller, as a convenience to Purchaser, invoice Purchaser for certain service and supply payments Purchaser owes to Vendor, this document must be executed by Purchaser in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
AGREEMENT: Seller hereby sells, transfers, assigns and conveys to Purchaser and Purchaser hereby purchases and accepts from Seller all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Installment Purchase Agreement together with the Property Schedule shall be defined as the “Agreement.”

TERM: The term of this Agreement (the “Term”) listed in the Property Schedule shall commence upon the commencement date of the Property Schedule and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Purchaser except as expressly provided herein. Purchaser represents and warrants that the average life of the Property does not exceed the average life of the Term.

INSTALLMENT PAYMENTS: Purchaser shall pay the purchase price to Seller for the Property in installments (the “Installment Payments”) in the amounts, and on the dates specified, in the Property Schedule.

NO OFFSET: The obligations of Purchaser to pay the Installment Payments due under the Property Schedule and to perform and observe the other Covenants and Agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation, any defects, malfunctions, breakdowns or infirmities in the Property or any accident, condemnation or unforeseen circumstances. This Provision shall not limit Purchaser’s Rights or Actions Against Any Vendor. Purchaser anticipates that the Property shall be exempt from property taxes. Notwithstanding, Purchaser shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property. The Installment Payments payable by Purchaser under this Agreement have been established to reflect the savings resulting from this exemption from taxation.

LATE CHARGES: Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Term, Purchaser shall, at Purchaser’s own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Purchaser. At all times during the Term, Purchaser shall, at Purchaser’s own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Purchaser and Seller as their respective interests may appear. All such liability insurance shall name Seller as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Seller without giving written notice thereof to Seller at least 30 days in advance of such change of status.

TERMINATION OF SELLER’S INTEREST: To secure Purchaser’s obligations hereunder, Seller is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a lien thereon. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest. If Purchaser shall have performed all of its obligations and no default shall have occurred and been continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Term with respect to any item of Property, Seller’s interest in such Property shall terminate. Unless otherwise provided by law, title to the Property shall be in the name of Purchaser, subject to Seller’s interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of issuance of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regualtions and Rulings related thereto, and if Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser’s authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Purchaser’s need for the Property is not expected to diminish during the term of the Agreement; (e) Purchaser has funds available to pay Installment Payments.
until the end of its current appropriation period, and it intends to request funds to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement; (f) the Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

RISK OF LOSS COVENANTS: Purchaser shall not be required to indemnify or hold Seller harmless against liabilities arising from the Agreement. However, as between Seller and Purchaser, and to the extent permitted by law, Purchaser shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, use or operation thereof, except that Purchaser shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Seller has surrendered possession of the Property in accordance with the terms of the Agreement to Seller or that arise directly from the gross negligence or willful misconduct of the Seller.

BINDING OBLIGATION: Seller and Purchaser understand and intend the obligation of Purchaser to pay Installment Payments under this Agreement and the Property Schedule shall constitute a binding contractual obligation of Purchaser for the full Term. Purchaser covenants to include all such Installment Payments in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor the Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder without the necessity of providing prior notice to or obtaining consent from Purchaser, provided such assignment or encumbrance or transfer of any property interest and assignment is to, in the case of an assignment, a party which has both the responsibility for administration of, and ownership interest in this Agreement; (f) the Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to, the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser; or, (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangements laws; (e) unless there are reasonable grounds to believe, after giving the applicable notice and opportunity for a hearing thereon, that the cause of the Event of Default shall have ceased, or been cured, or prevented, or the necessity of providing prior notice to or obtaining consent from Purchaser, provided such assignment or encumbrance or transfer of any property interest and assignment is to, in the case of an assignment, a party which has both the responsibility for administration of, and ownership interest in this Agreement; (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to, or by its agents, take possession from Purchaser of any or all items of Property wherever found and for this purpose enter upon Purchaser's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Purchaser and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys' fees; (c) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law in or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Purchaser's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.
This Property Schedule is entered into pursuant to the Tax-Exempt Installment/Purchase Agreement between Seller and Purchaser.

1. **Interpretation**: The terms and conditions of the Tax-Exempt Installment/Purchase Agreement (the "Agreement") are incorporated herein.

2. **Commencement Date**: The Commencement Date of this Property Schedule is the date that Seller pays Vendor for the Property.

3. **Property Description**: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

4. **Term and Payments**: The Term and Installment Payments are per the attached Exhibit B Amortization and Installment Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Installment Payments, the date of deposit of the Property Cost into the escrow by Seller shall be used. Purchaser shall have the option to prepay the Installment Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Installment Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.

5. **Certificate of Acceptance**: Attached as Exhibit C, hereto.

6. **Expiration**: Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by 10/29/2019.

7. **Property Cost**: The total principal amount under this Property Schedule for the acquisition cost of the Property is $49,675.49.

8. **Purchaser's General and Incumbency Certificate**: Purchaser has provided the Purchaser’s General and Incumbency Certificate in the form attached as Exhibit D, hereto.

9. **Purchaser's Counsel's Opinion**: If required by Seller, Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.

10. **Private Activity Issue**: Purchaser understands that among other things, in order to maintain the exclusion of the interest component of Installment Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the “Measurement Period”).

Purchaser will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Purchaser or a state or local government or an agency or instrumentality of a state or a local government (an “Eligible User”) may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as “Non-Qualified Use”.

Throughout the Measurement Period, all of the Property is expected to be owned by Purchaser. Throughout the Measurement Period, Purchaser will not permit the Non-Qualified Use of the Property to exceed 10%.

11. **Bank Qualification**: Purchaser designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding $10,000,000.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives.

<table>
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<tr>
<th>U.S. Bank Equipment Finance</th>
<th>CITY OF STERLING HEIGHTS</th>
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<tr>
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<td><strong>Purchaser</strong></td>
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**DOCUMENTATION ANALYST**

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**Signature**

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**Attest By Signature**

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### Property Description

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| PROPERTY DESCRIPTION |
| --- | --- | --- |
| QUANTITY | DESCRIPTION | SERIAL NUMBER |
| 1 | CANON C750 |  |

PROPERTY LOCATION:  
40555 UTICA RD  
STERLING HEIGHTS, MI 48313

### PURCHASER ACCEPTANCE

CITY OF STERLING HEIGHTS  

**X**  

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<tr>
<th>NAME OF PURCHASER</th>
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Term: 60 months

Payment Structure: MONTHLY IN ARREARS

Interest Rate: 7.48%

If the Installment Payment Dates are not defined in this Amortization and Installment Payment Schedule, the first Installment Payment shall be due 30 days after the Commencement Date and each subsequent Installment Payment shall be due monthly thereafter.

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59,700.00  10,024.51  49,675.49

This Amortization and Installment Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

**PURCHASER ACCEPTANCE**

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<thead>
<tr>
<th>CITY OF STERLING HEIGHTS</th>
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<tr>
<td>NAME OF PURCHASER</td>
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This Certificate of Acceptance is pursuant to Tax-Exempt Installment/Purchase Agreement dated as of ________ and the related Property Schedule, between Seller and Purchaser (the "Agreement").

1. **Property Acceptance.** Purchaser hereby certifies and represents to Seller that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Purchaser will immediately begin making Installment Payments in accordance with the times and amounts specified herein. **SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER.

2. **Billing Address.** If billing address differs from the address listed on the Tax-Exempt Installment/Purchase Agreement please list below:

<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
</tr>
</thead>
</table>

IN WITNESS WHEREOF, Purchaser has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

CITY OF STERLING HEIGHTS

Purchaser

X

Signature

Print Name

Title
Purchaser’s General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of __________, between CITY OF STERLING HEIGHTS, as Purchaser ("Purchaser") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Seller.

The undersigned, being the duly elected, qualified and acting official of Purchaser holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Purchaser did, at a meeting of the governing body of the Purchaser, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Installment/Purchase Agreement (the "Agreement") by the undersigned.

2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Purchaser at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Purchaser relating to the authorization and delivery of the Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.

4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Purchaser.

5. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

CITY OF STERLING HEIGHTS

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of __________, between CITY OF STERLING HEIGHTS, as Purchaser ("Purchaser") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Seller ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk or other duly authorized official or signatory of the Purchaser does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Purchaser at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Purchaser held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Signature of Secretary, Clerk or other duly authorized official or signatory of Purchaser (Cannot be same as Person Signing Agreement)
Insurance Authorization and Verification

Re: Tax-Exempt Installment/Purchase Agreement dated as of __________, between Purchaser and Seller.

Seller: U.S. Bank Equipment Finance
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Purchaser: CITY OF STERLING HEIGHTS
40555 UTICA RD
STERLING HEIGHTS, MI 48313

TO THE PURCHASER: In connection with the above-referenced Tax-Exempt Installment/Purchase Agreement and the Property Schedule thereunder each dated: ______ (the “Agreement”), Seller requires proof in the form of this document, executed by both Purchaser* and Purchaser’s agent, that Purchaser’s insurable interest in the financed property (the “Property”) meets Seller’s requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

SELLER, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Seller. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification.

Purchaser must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Purchaser must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the ‘Insurable Value’ $49,675.49, with deductibles no more than $10,000.00.

*Purchaser: Please execute this form and return with your document package. Seller will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Purchaser’s agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371.

By signing, Purchaser authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

<table>
<thead>
<tr>
<th>NAME OF AGENCY</th>
<th>NAME OF AGENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>CITY</td>
</tr>
<tr>
<td></td>
<td>STATE ZIP</td>
</tr>
<tr>
<td>PHONE FAX E-MAIL</td>
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</tr>
</tbody>
</table>

PURCHASER ACCEPTANCE

CITY OF STERLING HEIGHTS

<table>
<thead>
<tr>
<th>NAME OF PURCHASER</th>
<th>SIGNATURE</th>
<th>TITLE</th>
<th>DATED</th>
</tr>
</thead>
</table>

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Seller at 866-405-8329. This fully endorsed form shall serve as proof that Purchaser’s insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE

<table>
<thead>
<tr>
<th>NAME OF AGENCY</th>
<th>SIGNATURE</th>
<th>PRINT NAME</th>
<th>DATED</th>
</tr>
</thead>
</table>

Insurable Value: $49,675.49

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.
This Addendum, which is entered into as of ________ between U.S. Bank Equipment Finance ("Seller") and CITY OF STERLING HEIGHTS ("Purchaser"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated as of ________ (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (a) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2) [attach computation of such test]; and (b) if Purchaser is a city, township or village, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721 [attach computation of such test].

The parties agree that the Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if Purchaser is a county), or Mich. Comp. Laws Section 123.721 (if Purchaser is a municipality).

In Witness Whereof, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<table>
<thead>
<tr>
<th>U.S. Bank Equipment Finance</th>
<th>CITY OF STERLING HEIGHTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seller</td>
<td>Purchaser</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Print Name</td>
<td>Title</td>
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<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Attest By Signature</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
</table>
AGENDA STATEMENT

Item Title: To award a bid for paper and envelopes for a six-month period based on unit prices bid (Estimated six-month expenditure of $29,700).

Submitted By: Office of Purchasing

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

Administration Approvals:

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

Executive Summary

The City purchases paper and envelopes for the production of various documents and forms by the City’s Print Shop as well as use in the City’s copiers and printers. On June 25, 2019, three bids were received for print shop paper, copy paper and envelopes to be purchased by the City for a six-month period.

This Invitation to Bid (ITB) was broken down into three sections, Bid A - Envelopes–Unprinted, Bid B - Print Shop Paper (including general, carbonless, copy and special brand name paper), and Bid C - Miscellaneous Paper.

Recommendation is being made to award the bid for the purchase of paper and envelopes to Veritiv Express, the overall low bidder, based on unit prices bid. Veritiv Express was the only bidder to bid on all paper and envelope items in the bid and able to meet all of the City’s paper and envelope needs. Veritiv Express is the incumbent vendor for these items and has been intermittently supplying paper to the City for the last nineteen (19) years. Veritiv Express' unit prices bid reflect an overall 8.8% increase from the previous bid award in 2018.

This initial bid award is for six months. Assuming pricing remains stable and the City and Veritiv Express consent to an extension, the bid period may be extended for an additional six-month period available under the bid specifications. If Veritiv Express increases pricing above price increases being passed on from the paper mills, these paper products will be re-bid by the City.

Suggested Action:

Resolved, to award the bid for paper and envelopes to Veritiv Express, 1376 Rankin, Troy, MI 48083, for the period of six months from date of bid award at the unit prices bid, and authorize the City Manager to exercise the option to extend the bid period for an additional six-month period under the same terms and conditions upon mutual consent.
GENERAL INFORMATION:

An Invitation to Bid for paper and envelopes was advertised on SHTV, posted to the MITN website and Twitter. Three (3) vendors responded as outlined in the attached bid tabulation.

All of the paper and envelopes will be initially charged to 11110000 (Current Assets) 115000 (Office Supplies Inventory), and cross-charged to the appropriate expenditure account of the user department/office/division when utilized from inventory. It is anticipated that the City will spend approximately $29,700 for the initial six-month period on paper and envelopes.

STAFF ANALYSIS AND FINDINGS:

Prices are to remain firm for six months. If prices are proposed to change following that six-month period, it must be accompanied by verification of the price change from the paper mill. An option exists to extend the award for an additional six-month period, under the same terms and conditions upon mutual consent of the City and the successful bidder. Any change is pricing beyond paper mill price variations will prompt a rebid.

The bids submitted were reviewed by the Office of Purchasing and Community Relations Department/Print Shop. Recommendation is being made to award the bid to Veritiv Express for all categories to include Bid A – Envelopes, Bid B – Print Shop Paper (Copy, General, Carbonless and Special Brand Name paper), and Bid C – Miscellaneous Paper. Although Veritiv Express is not the low bidder on Bid B – Part 2 (copy paper), the savings to be realized through a split award of the bid are more than offset by increased administrative costs (i.e. multiple purchase orders, ordering and receiving logistics, contract management, payment processing, etc.). Additionally, Veritiv uses hand trucks to deliver boxes of copy paper directly to the print shop, thereby reducing City staff time shuttling heavy boxes from the receiving dock.

Community Relations Department personnel have been pleased with the product and service provided by Veritiv Express over the past 19 years.

Please see the attached recommendation from the Community Relations Department.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Veritiv Corporation Troy MDC
1376 Rankin
Troy, MI 48083
Eric Singer, Branch Manager
eric.singer@veritivcorp.com
Interoffice Memorandum

Date: July 8, 2019

Subject: Paper and Envelopes Bid Recommendation

From: Community Relations Department

To: Jared Beaudoin, Purchasing Manager

Community Relations has reviewed the bids received on June 25, 2019 for the purchase of Paper & Envelopes for use throughout the City. Based on the overall bid pricing, and at unit prices bid, we recommend the bid be awarded to the lowest overall bidder meeting all specifications and requirements:

Veritiv Express
379 Executive Drive
Troy, MI 48083

The award of bid is recommended for a six (6) month period with one six (6) month extension upon mutual consent under the same terms and conditions. The purchases of paper and envelopes will be charged to an inventory account and cross-charged to the org/object of the requesting department when pulled from inventory for use.

Veritiv was the only bidder to bid on all paper items in the bid. Bids were also received from AVE Solutions and Staples Advantage, however their total pricing was higher at 17% and 56% respectively, without talking into consideration that they did not bid on all the paper and envelope items requested in the bid.

Although Vertiv Express is not the low bidder for each category, and savings would be lost given the administration of multiple vendors (i.e. multiple purchase orders, contract management, ordering logistics, receiving, etc.)

The City of Sterling Heights and the Community Relations Department’s Print Shop has utilized Veritiv Express for the past 19 years and we are confident in its products and service. Based on the estimated volumes, we expect to expend approximately $29,691.41 for paper and envelopes over the next 6 months.

If you have any questions, please Community Relations for clarification.
# CITY OF STERLING HEIGHTS

**BID TABULATION - JUNE 25, 2019**

**ITB-SH19-030: PAPER AND ENVELOPES**

## BID TABULATION SUMMARY

<table>
<thead>
<tr>
<th>Bid</th>
<th>Description</th>
<th>Ave Solutions</th>
<th>Veritiv Express</th>
<th>Staples Advantage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BID A</strong></td>
<td>Envelopes - Unprinted</td>
<td>$1,990.55*</td>
<td>$1,810.38</td>
<td>$3,038.35</td>
</tr>
<tr>
<td><strong>BID B</strong></td>
<td>Print Shop Paper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Part 1 - General Paper</td>
<td>5,667.35*</td>
<td>4,768.80</td>
<td>21,731.10*</td>
</tr>
<tr>
<td></td>
<td>Part 2 - Carbonless Paper</td>
<td>8,937.14</td>
<td>6,381.90</td>
<td>5,080.80</td>
</tr>
<tr>
<td></td>
<td>Part 3 - Copy Paper</td>
<td>13,222.10</td>
<td>11,537.20*</td>
<td>10,524.00</td>
</tr>
<tr>
<td></td>
<td>Part 4 - Special Brand Name Paper</td>
<td>4,693.66</td>
<td>4,817.73</td>
<td>5,764.25</td>
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<tr>
<td><strong>BID C</strong></td>
<td>Miscellaneous Paper</td>
<td>371.16</td>
<td>375.40</td>
<td>327.26</td>
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<tr>
<td><strong>GRAND TOTAL:</strong></td>
<td></td>
<td><strong>$34,881.96</strong>*</td>
<td><strong>$29,691.41</strong>*</td>
<td><strong>$46,465.76</strong>*</td>
</tr>
</tbody>
</table>

* Adjusted by Purchasing
# City of Sterling Heights
## Bid Tabulation - June 25, 2019
### ITB-SH19-030: Paper and Envelopes

## Bid "A" - Envelopes - Unprinted

<table>
<thead>
<tr>
<th>Description</th>
<th>AVE Solutions</th>
<th>Veritiv Express</th>
<th>Staples Advantage</th>
</tr>
</thead>
<tbody>
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<td>#10 Business Envelopes</td>
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<td></td>
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</tr>
<tr>
<td>24# - White</td>
<td>25,000</td>
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<td>$18.25/m</td>
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<td></td>
<td></td>
<td>$550.00</td>
<td>$456.25</td>
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<tr>
<td>#10 Window Business Envelopes</td>
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<td>24# - White</td>
<td>20,000</td>
<td>25.34/m</td>
<td>22.10/m</td>
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<td></td>
<td>506.80</td>
<td>442.00</td>
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<td>#9 Envelopes</td>
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<tr>
<td>24# White</td>
<td>2,500</td>
<td>22.00/m</td>
<td>18.25/m</td>
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<td></td>
<td></td>
<td>55.00</td>
<td>45.63</td>
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<tr>
<td>#10 Envelopes</td>
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</tr>
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<td>White - Right Hand Window</td>
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<td></td>
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<td>138.45</td>
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<td>9&quot; x 12&quot;</td>
<td>10,000</td>
<td>74.03/m</td>
<td>74.90/m</td>
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<td></td>
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<td>740.30</td>
<td>749.00</td>
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**Totals:**

<table>
<thead>
<tr>
<th>AVE Solutions</th>
<th>$1,990.55</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veritiv Express</td>
<td>$1,810.38</td>
</tr>
<tr>
<td>Staples Advantage</td>
<td>$3,083.35</td>
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<tr>
<td>DESCRIPTION</td>
<td>SHEETS</td>
</tr>
<tr>
<td>-----------------------------------------</td>
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</tr>
<tr>
<td>Offset 8½&quot; x 11&quot; - 60#</td>
<td>90,000</td>
</tr>
<tr>
<td>Vellum Finish - White - Grade 1</td>
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</tr>
<tr>
<td>Offset 8½&quot; x 11&quot; - 60#</td>
<td>50,000</td>
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<tr>
<td>Vellum Finish - Colors - Grade 1</td>
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</tr>
<tr>
<td>Offset 8½&quot; x 14&quot; - 60#</td>
<td>90,000</td>
</tr>
<tr>
<td>Vellum Finish - Colors - Grade 1</td>
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</tr>
<tr>
<td>Offset 8½&quot; x 17&quot; - 67#</td>
<td>3,500</td>
</tr>
<tr>
<td>Vellum Bristol - Colors</td>
<td>75,000</td>
</tr>
</tbody>
</table>

**TOTALS:**

$5,667.35*  $4,768.80  $21,731.10*  

* Adjusted by Purchasing
### CITY OF STERLING HEIGHTS
**BID TABULATION - JUNE 25, 2019**
**ITB-SH19-030: PAPER AND ENVELOPES**

**BID "B" - PRINT SHOP PAPER**
**PART 2 - CARBONLESS PAPER**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SHEETS</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>8½&quot; x 11&quot; - 2 Part Carbonless - Precollated</td>
<td>40,000</td>
<td>$44.28/m</td>
<td>$1,771.20</td>
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<td>$1,192.00</td>
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<td>$1,383.20</td>
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<tr>
<td>8½&quot; x 11&quot; - 3 Part Carbonless - Precollated</td>
<td>80,000</td>
<td>49.99/m</td>
<td>3,999.20</td>
<td>33.74/m</td>
<td>2,699.20</td>
<td>35.72/m</td>
<td>2,857.60</td>
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<tr>
<td>8½&quot; x 11&quot; - 4 Part Carbonless - Precollated</td>
<td>15,000</td>
<td>53.43/m</td>
<td>801.45</td>
<td>38.53/m</td>
<td>577.95</td>
<td>56.00/m</td>
<td>840.00</td>
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<tr>
<td>8½&quot; x 14&quot; - 2 Part Carbonless - Precollated</td>
<td>5,000</td>
<td>56.69/m</td>
<td>283.45</td>
<td>45.57/m</td>
<td>227.85</td>
<td>N/B</td>
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<tr>
<td>8½&quot; x 14&quot; - 3 Part Carbonless - Precollated</td>
<td>30,000</td>
<td>63.99/m</td>
<td>1,919.70</td>
<td>51.43/m</td>
<td>1,542.90</td>
<td>N/B</td>
<td>0.00</td>
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<tr>
<td>Adhesive Glue for Above Paper 1 GAL.</td>
<td>1 GAL.</td>
<td>162.14/m</td>
<td>162.14</td>
<td>142.00/m</td>
<td>142.00</td>
<td>N/B</td>
<td>0.00</td>
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<tr>
<td><strong>TOTALS:</strong></td>
<td></td>
<td></td>
<td><strong>$8,937.14</strong></td>
<td></td>
<td><strong>$6,381.90</strong></td>
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<td><strong>$5,080.80</strong></td>
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<td>UNIT</td>
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<td></td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - 20# Copy Paper</td>
<td>$7.28/m</td>
<td>$13,104.00</td>
<td>$6.35/m</td>
<td>$11,430.00</td>
<td>$5.80/m</td>
<td>$10,440.00</td>
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<tr>
<td>White</td>
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</tr>
<tr>
<td>8½&quot; x 14&quot; - 20# Copy Paper</td>
<td>11.81/m</td>
<td>118.10</td>
<td>10.72/m</td>
<td>107.20</td>
<td>8.40/m</td>
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<tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>$13,222.10</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$11,537.20</strong></td>
<td><strong>$10,524.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

* Adjusted by Purchasing
# CITY OF STERLING HEIGHTS
## BID TABULATION - JUNE 25, 2019
### ITB-SH19-030: PAPER AND ENVELOPES

#### BID "B" - PRINT SHOP PAPER
##### PART 4 - SPECIAL BRAND NAME PAPER

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AVE SOLUTIONS</th>
<th>VERITIV EXPRESS</th>
<th>STAPLES ADVANTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8½&quot; x 11&quot; - Capitol Bond - Bright White</td>
<td>30,000</td>
<td>$39.69/m</td>
<td>$31.25/m</td>
</tr>
<tr>
<td>24# - Writing - Light Cockle</td>
<td>30,000</td>
<td>$39.69/m</td>
<td>$31.25/m</td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - Label</td>
<td>4,000</td>
<td>168.13/m</td>
<td>136.25/m</td>
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<tr>
<td>60# - White</td>
<td>4,000</td>
<td>168.13/m</td>
<td>136.25/m</td>
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<tr>
<td>8½&quot; x 11&quot; - Linenweave Text - 70# - White</td>
<td>5,000</td>
<td>43.23/m</td>
<td>33.10/m</td>
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<tr>
<td>11&quot; x 17&quot; - Opus Gloss Text - 100# - White</td>
<td>20,000</td>
<td>N/B</td>
<td>39.25/m</td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - Opus Gloss Text - 100# - White</td>
<td>10,000</td>
<td>N/B</td>
<td>20.50/m</td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - Opus Gloss Text - 80# - White</td>
<td>10,000</td>
<td>N/B</td>
<td>19.62/m</td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - Crack &amp; Peel Vellum - Fluorescent Colors</td>
<td>3,000</td>
<td>299.43/m</td>
<td>198.30/m</td>
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<tr>
<td>8½&quot; x 11&quot; - Astro-Bright Vellum Offset - 60# - All Colors</td>
<td>50,000</td>
<td>25.00/m</td>
<td>19.75/m</td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - Astro-Bright Vellum Offset - 65# - Cover</td>
<td>2,500</td>
<td>49.50/m</td>
<td>38.95/m</td>
</tr>
<tr>
<td>8½&quot; x 11&quot; - Accent Opaque 60# - White</td>
<td>25,000</td>
<td>13.69/m</td>
<td>12.15/m</td>
</tr>
</tbody>
</table>

**TOTALS:**

<table>
<thead>
<tr>
<th>AVE SOLUTIONS</th>
<th>VERITIV EXPRESS</th>
<th>STAPLES ADVANTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,693.66</td>
<td>$4,817.73</td>
<td>$5,764.15</td>
</tr>
</tbody>
</table>
### CITY OF STERLING HEIGHTS
### BID TABULATION - JUNE 25, 2019
### ITB-SH19-030  PAPER AND ENVELOPES

**BID "C" - MISCELLANEOUS PAPER**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AVE SOLUTIONS</th>
<th>VERITIV EXPRESS</th>
<th>STAPLES ADVANTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>36&quot; x 50 yd - 24 lb. premium coated bond color inkjet paper</td>
<td>6 rolls $18.54/roll $111.24</td>
<td>$26.70/roll $160.20</td>
<td>$8.01/roll $48.06</td>
</tr>
<tr>
<td>24&quot; x 50 yd - 24 lb. premium coated bond color inkjet paper</td>
<td>2 rolls 11.88/roll** $48.00</td>
<td>$25.85/roll $51.70</td>
<td>$5.50/roll $11.00</td>
</tr>
<tr>
<td>36&quot; x 500 ft - 20 lb. xerographic bond</td>
<td>6 rolls 35.40/roll $212.40</td>
<td>$27.25/roll $163.50</td>
<td>$44.70/roll $268.20</td>
</tr>
<tr>
<td><strong>TOTALS</strong>:</td>
<td><strong>$371.16</strong></td>
<td><strong>$375.40</strong></td>
<td><strong>$327.26</strong></td>
</tr>
</tbody>
</table>

** Pricing for 4 Rolls
INVITATION TO BID
ITB-SH19-030

The City of Sterling Heights, Michigan is accepting sealed bids for PAPER AND ENVELOPES until TUESDAY, JUNE 25, 2019 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

Jared Beaudoin
Purchasing Manager

Office of Purchasing
586-446-2740

Official bid specifications are available only at www.mitn.info.
IV. SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids for paper and envelopes. Specifications are as follows.

Prices must be firm for a period of six (6) months. **Your bid will be rejected if pricing is not firm for six (6) months.** Bidders may submit price escalations and de-escalations after this six-month period, based on documentable evidence (e.g. letter from factory) to the City of Sterling Heights. Submittals must be made in writing to Jared Beaudoin, Purchasing Manager. The term of the bid may be extended for an additional six-month period under the same terms and conditions upon mutual consent of the City and the successful bidder(s). The quantities listed within the bid are **estimates only** and are used to aid in determining the lowest qualified bidder. Specified quantities are estimates for a six-month period. The City retains the right to alter anticipated volumes, upward or downward, without penalty to the City.

Paper is ordered on an "as needed" basis. There will be **no minimum quantities** for any item (e.g. minimum of a full case per color or type) or for each purchase by the City. **Your bid may be rejected if minimum quantities are required.**

None of the City's Buildings have a loading dock for delivery purposes. Drivers making deliveries must have the capabilities of unloading product to the ground and transfer product to a hand truck/dolly and wheel to the final destination.

All prices are to be F.O.B. Destination to the City of Sterling Heights, 40555 Utica Road, Sterling Heights, Michigan 48313, Attn: Sterling Heights Print Shop. **Inside delivery is required and shall be included in your bid.**

Paper other than those specified may be needed. Last bracket pricing will be required and used. The successful bidder(s) must provide a complete paper sampler catalog and pricing catalog to the City upon award.

If desired by the City, items bid shall be subjected to testing by individuals selected by the City to determine that the products submitted for bid conforms to the bid specifications.

The City reserves the right to split the bid to realize the greatest cost savings.
V. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that PAPER AND ENVELOPES 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 SIX MONTHS from date of contract.

All quantities indicated are estimated amounts for one (6) months and may vary during the course of the contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder. It is the intent of the City to purchase the services in the quantity and frequency as listed in this bid, however, the City reserves the right to reduce or eliminate this purchase without prior notice. The City reserves the right to split and/or reject all bids to realize the greatest cost savings.

ALL SHEETS MUST BE EXTENDED AND TOTALS INDICATED ON BID FORMS

<table>
<thead>
<tr>
<th>BID FORM</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- A - ENVELOPES – UNPRINTED</td>
<td>$__________</td>
</tr>
<tr>
<td>- B - PRINT SHOP PAPER</td>
<td>$__________</td>
</tr>
<tr>
<td>PART 1 – GENERAL PAPER</td>
<td>$__________</td>
</tr>
<tr>
<td>PART 2 – CARBONLESS PAPER</td>
<td>$__________</td>
</tr>
<tr>
<td>PART 3 – COPY PAPER</td>
<td>$__________</td>
</tr>
<tr>
<td>PART 4 – SPECIAL BRAND NAME PAPER</td>
<td>$__________</td>
</tr>
<tr>
<td>- C - MISCELLANEOUS PAPER</td>
<td>$__________</td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td>$__________</td>
</tr>
</tbody>
</table>

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: ________________________________

Company______________________________

Official bid specifications are available only at www.mitn.info.
V. BID FORM (CONT’D)

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.
### V. BID FORM "A"

## ENVELOPES - UNPRINTED

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE PER THOUSAND</th>
<th>ENVELOPES PER CARTON</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>25,000</td>
<td>#10 Business Envelopes - 24# - White</td>
<td>$_______/m</td>
<td>_____/ctn</td>
<td>$_________</td>
</tr>
<tr>
<td>20,000</td>
<td>#10 Window Business Envelopes - 24# - White</td>
<td>$_______/m</td>
<td>_____/ctn</td>
<td>$_________</td>
</tr>
<tr>
<td>2,500</td>
<td>#9 Envelopes - 24# - White</td>
<td>$_______/m</td>
<td>_____/ctn</td>
<td>$_________</td>
</tr>
<tr>
<td>5,000</td>
<td>#10 Envelopes - White - Right Hand Window</td>
<td>$_______/m</td>
<td>_____/ctn</td>
<td>$_________</td>
</tr>
<tr>
<td>10,000</td>
<td>9&quot; x 12&quot; - 28# - Brown Kraft Booklet Envelopes</td>
<td>$_______/m</td>
<td>_____/ctn</td>
<td>$_________</td>
</tr>
</tbody>
</table>

**BID "A" UNPRINTED ENVELOPES TOTAL:** $_________

**NOTE:** Envelopes to be packed in boxes
9 x 12 Kraft Envelopes: Booklet style opens on long side
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE PER THOUSAND</th>
<th>SHEETS PER CARTON</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>90,000 sheets</td>
<td>Offset 8½ x 11 - 60# Vellum Finish - White - Grade 1</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>15,000 sheets</td>
<td>Offset 8½ x 14 - 60# Vellum Finish - White - Grade 1</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>50,000 sheets</td>
<td>Offset 8½ x 11 - 60# Vellum Finish - Colors - Grade 1</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>10,000 sheets</td>
<td>Offset 8½ x 14 - 60# Vellum Finish - Colors - Grade 1</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>30,000 sheets</td>
<td>Offset 11 x 17 - 60# Vellum Finish - White - Grade 1</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>10,000 sheets</td>
<td>Offset 8½ x 11 - 67# Vellum Bristol - White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>3,500 sheets</td>
<td>Offset 8½ x 11 - 67# Vellum Bristol - Colors</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
<tr>
<td>75,000 sheets</td>
<td>Offset 11 x 17 - 70# White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
</tr>
</tbody>
</table>

**BID "B" PART 1 - GENERAL PAPER TOTAL:** $________
V. BID FORM "B" - CONT'D

PRINT SHOP PAPER
PART 2 - CARBONLESS PAPER

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE PER THOUSAND</th>
<th>SHEETS PER CARTON</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>40,000 sheets  8½ x 11</td>
<td>2 Part Carbonless - Precollated</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$__________</td>
</tr>
<tr>
<td>80,000 sheets  8½ x 11</td>
<td>3 Part Carbonless - Precollated</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$__________</td>
</tr>
<tr>
<td>15,000 sheets  8½ x 11</td>
<td>4 Part Carbonless - Precollated</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$__________</td>
</tr>
<tr>
<td>5,000 sheets  8½ x 14</td>
<td>2 Part Carbonless - Precollated</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$__________</td>
</tr>
<tr>
<td>30,000 sheets  8½ x 14</td>
<td>3 Part Carbonless - Precollated</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$__________</td>
</tr>
<tr>
<td>1 gallon</td>
<td>Adhesive Glue for Above Paper</td>
<td>$_______/Gal.</td>
<td></td>
<td>$__________</td>
</tr>
</tbody>
</table>

BID "B" PART 2 - CARBONLESS PAPER TOTAL: $__________

COMPANY NAME

Official bid specifications are available only at www.mitn.info.
## V. BID FORM "B" - CONT'D

### PRINT SHOP PAPER

**PART 3 - COPY PAPER**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE PER THOUSAND</th>
<th>SHEETS PER CARTON</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,800,000 sheets 8½ x 11</td>
<td>20# White Copy Paper</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$_______</td>
</tr>
<tr>
<td>10,000 sheets 8½ x 14</td>
<td>20# White Copy Paper</td>
<td>$_______/m</td>
<td>_______/ctn</td>
<td>$_______</td>
</tr>
</tbody>
</table>

**DELIVERY INCLUDES LIFT-GATE DELIVERY INSIDE ON PALLETS.**

**THE CITY CANNOT ACCEPT SEMI TRUCK DELIVERY.**

**DELIVERY TO INCLUDE MULTIPLE LOCATIONS**

**BID "B" PART 3 - COPY PAPER TOTAL:** $___________
V. BID FORM "B" - CONT'D

PRINT SHOP PAPER
PART 4 - SPECIAL BRAND NAME PAPER

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE PER THOUSAND</th>
<th>SHEETS PER CARTON</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>30,000 sheets 8½ x 11 Capitol Bond - Bright White-24# - Writing-Light Cockle</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>4,000 sheets 8½ x 11 White Label - 60#</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>5,000 sheets 8½ x 11 Linenweave Text - 70# - White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>20,000 sheets 11 x 17 Opus Gloss Text - 100# - White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>10,000 sheets 8½ x 11 Opus Gloss Text - 100# - White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>10,000 sheets 8½ x 11 Opus Gloss Text - 80# - White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>3,000 sheets 8½ x 11 Crack &amp; Peel - Vellum - Flourescent Colors</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>50,000 sheets 8½ x 11 Astro-Bright - Vellum Offset - 60# - All Colors</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>2,500 sheets 8½ x 11 Astro-Bright - Vellum Offset - 65# - Cover</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>25,000 sheets 8½ x 11 Accent Opaque - 60# - White</td>
<td>$________/m</td>
<td>_______/ctn</td>
<td>$________</td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL BRAND NAME PAPER - NO SUBSTITUTIONS ACCEPTED

BID "B" PART 4 - BRAND NAME PAPER TOTAL:  $________
### V. BID FORM "C"

#### MISCELLANEOUS PAPER

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE PER ROLL</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 rolls</td>
<td>36&quot; x 50 yd 24 lb. premium coated bond color inkjet paper</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>2 rolls</td>
<td>24&quot; x 50 yd 24 lb. premium coated bond color inkjet paper</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>6 rolls</td>
<td>36&quot; x 500 ft 20 lb. xerographic bond</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

*NOTE: All paper to be delivered boxed.*

**BID "C" MISCELLANEOUS PAPER TOTAL:** $________

---

**COMPANY NAME**

*Official bid specifications are available only at www.mitn.info.*
AGENDA STATEMENT

Item Title: To award a bid for the official city newspaper for the publication of legal notices and advertisements (Estimated annual expenditure of $20,000).

Submitted By: Office of Purchasing

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

Administration Approvals:

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

Executive Summary

Chapter 5, §5.13 of the City Charter states that City Council, after receiving bids, shall designate at least one newspaper of general circulation in the City that is qualified to publish legal notices under the laws of the State of Michigan as the official newspaper for the City for the next 12 months.

The Office of Purchasing developed and issued an invitation to bid (ITB) for an Official City Newspaper. The ITB included fourteen standard advertisements typically published for the City to ensure that all vendors’ bid pricing would be comparable.

Bids in response to the ITB were due on Tuesday, June 18, 2019. One vendor responded with a bid meeting all specifications, C&G Publishing, Inc., publisher of the Sterling Heights Sentry. The unit pricing bid by C&G Publishing, Inc. for ‘one full page’ and ‘column inch’ decreased $66.50 and $1.33 respectively, or 15% from 2018/19 pricing, while ‘classified help wanted’ pricing remains unchanged.

The Sentry is the only newspaper dedicated to Sterling Heights, covering local news and offering local business advertisements and circulars. The Sentry is circulated throughout the community every Wednesday by United States Postal Service delivery to residential and business addresses, with no subscription fee required. The Sentry’s weekly circulation within the City as of June 17, 2019 is 47,448 newspapers.

Recommendation is being made to award the bid to the C&G Publishing, Inc., publisher of the Sterling Heights Sentry, the sole bidder and incumbent official city newspaper. C&G Publishing’s bid pricing includes the posting of all legal notices to its website for access by all interested parties.
**Suggested Action:**

Resolved, to award the bid for the official city newspaper for the publishing of legal notices and advertisements to C&G Publishing, Inc., 13650 11 Mile Road, Warren, MI 48089 for a one-year period based on the following unit prices:

- One full page at $371.00
- Column inch at $7.42
- Classified help wanted per line at $2.00
GENERAL INFORMATION:
Chapter 5, §5.13 of the City Charter states that City Council, after receiving bids, shall designate at least one newspaper of general circulation in the City that is qualified to publish legal notices under the laws of the State of Michigan as the official newspaper for the City for the next 12 months.

Bids in response to the City’s invitation to bid (ITB) for an official City newspaper for publication of legal notices and advertisements were due on Tuesday, June 26, 2018. An Invitation to Bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry. One (1) vendor responded as detailed on the attached bid tabulation. The City will expend approximately $20,000 over the one-year period of this bid award for the publication of its public notices and advertisements. Funds are appropriated within the following 902000 (Publishing) accounts for the specified individual budgets:

11717209 - Assessing
11717216 - City Clerk
11717217 - Elections
11717220 - Civil Service
26775752/3 - Parks & Rec Fund/ReCreating Recreation
11717172 - Human Resources
11740403 - Planning Commission
11730305 - Police
11707233 - Purchasing
11717253 - Treasury
11740413 - Zoning Board
28880470 - CDBG
87700716 - LDFA

STAFF ANALYSIS AND FINDINGS:
To ensure that all vendors’ bid pricing would be comparable, bidders were required to bid unit prices for ‘full page’, ‘per column inch’ and ‘classified per line’ costs, as well as total cost for mock-up advertisements included in the ITB. Fourteen standard advertisements typically published for the City were included within the ITB for comparison purposes. The attached Bid Tabulation shows base unit pricing and pricing for 14 sample legal notices included as part of the sole bid by C&G Publishing, Inc.

Specifications also required the submission of the verification of circulation in Sterling Heights for a bidder. C&G Publishing has provided evidence of a weekly circulation of 48,431, via a report from the U.S. Postal Service, which is the method of delivery to addresses in Sterling
Heights.

Recommendation is being made to award the bid to the C&G Publishing, Inc. for one-year based on the pricing bid. The performance of C&G Publishing over the past year has met expectations.

**STAFF RECOMMENDATION:**
Please see the suggested action on the Agenda Statement.
Notification List:
C & G Newspapers
13650 11 Mile Road
Warren, MI 48089
Elaine Myers, Sales & Marketing Manager
emyers@candgnews.com
CITY OF STERLING HEIGHTS  
BID TABULATION - JUNE 18, 2019  
ITB-SH19-038: OFFICIAL CITY NEWSPAPER  
PUBLISHING OF LEGAL NOTICES

<table>
<thead>
<tr>
<th>C &amp; G Publishing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SENTRY</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column format</th>
<th>5 column</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day printed</td>
<td>Friday</td>
</tr>
<tr>
<td>Day delivered to residents</td>
<td>Wednesday</td>
</tr>
<tr>
<td>Method of delivery</td>
<td>U.S.P.S.</td>
</tr>
<tr>
<td>Day of week delivered to City Hall</td>
<td>Wednesday when Possible</td>
</tr>
<tr>
<td>Sterling Heights circulation (Certified Audit)</td>
<td>48,431</td>
</tr>
<tr>
<td>Deadline for advertisement placement</td>
<td>Thursday, 10 am</td>
</tr>
<tr>
<td>Online search service</td>
<td>available</td>
</tr>
<tr>
<td>Payment terms</td>
<td>net 30 days</td>
</tr>
<tr>
<td>Cost for full page</td>
<td>$371.00</td>
</tr>
<tr>
<td>Cost per column inch</td>
<td>$7.42</td>
</tr>
<tr>
<td>Classified help wanted per line</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

**SAMPLE MOCK - UP PRICING**

<table>
<thead>
<tr>
<th>Office</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Office of Assessing</td>
<td>$88.80</td>
</tr>
<tr>
<td>2 Office of the City Clerk</td>
<td>$125.80</td>
</tr>
<tr>
<td>3 Office of the City Clerk</td>
<td>$192.40</td>
</tr>
<tr>
<td>4 Office of the City Clerk</td>
<td>$37.00</td>
</tr>
<tr>
<td>5 Office of City Development</td>
<td>$148.00</td>
</tr>
<tr>
<td>6 Office of City Development</td>
<td>$37.00</td>
</tr>
<tr>
<td>7 Office of Engineering</td>
<td>$70.30</td>
</tr>
<tr>
<td>8 Human Resources</td>
<td>$11.10</td>
</tr>
<tr>
<td>9 Office of Planning</td>
<td>$62.90</td>
</tr>
<tr>
<td>10 Police Department</td>
<td>$81.40</td>
</tr>
<tr>
<td>11 Office of Purchasing</td>
<td>$14.80</td>
</tr>
<tr>
<td>12 Office of Treasury</td>
<td>$14.80</td>
</tr>
<tr>
<td>13 Office of Treasury</td>
<td>$51.80</td>
</tr>
<tr>
<td>14 Office of Zoning</td>
<td>$59.20</td>
</tr>
<tr>
<td><strong>GRAND TOTAL OF MOCK-UPS</strong></td>
<td><strong>$995.30</strong></td>
</tr>
</tbody>
</table>

* Full Page Size: 50"
INVITATION TO BID
ITB-SH19-038

The City of Sterling Heights, Michigan is accepting sealed bids for OFFICIAL CITY NEWSPAPER - PUBLISHING OF LEGAL NOTICES until TUESDAY, JUNE 18, 2019 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, MI 48313. Specifications are attached.

Jared Beaudoin
Purchasing Manager

Office of Purchasing
586-446-2740

Official bid specifications are available only at www.mtfn.info.
IV. SPECIFICATIONS

The City of Sterling Heights is receiving bids for publication of Legal Notices. The contract will be effective for a twelve (12) month period following approval by City Council. Based on an evaluation of the bids received, City Council shall award the bid to at least one newspaper.

Bids will be accepted only from newspapers of general circulation in the City of Sterling Heights who are qualified to publish legal notices under the laws of the State of Michigan.

All bids shall clearly state the newspaper's official circulation in the City of Sterling Heights. An original certified copy of the Audit of Circulation shall be submitted with each copy of your bid.

Bids must include the cost per page, cost per column, and column format.

Indicate the day(s) of the week that paper is printed, the day(s) of the week that it is delivered, the method of delivery, and the date delivered to City Hall. Delivery to City Hall of a minimum of 40 papers must be made on day indicated on the Bid Form.

Specify deadline for placement of legal ads, clearly stating the day(s) and time.

Copy to be published will be e-mailed by the City. In the event that electronic transmission is not possible prior to deadline, the successful vendor, upon notice from the City, will pick up copy after indicated deadline to allow for inclusion in the next edition of newspaper. There shall be no additional charge for this service.

The vendor must add "Published: (name of newspaper and date of publication)" at the bottom of each ad in fine print.

Successful vendor must make every effort to ensure that space is utilized as economically as possible and that every effort will be made to contain costs. The City reserves the right to deduct a reasonable amount from the cost of any legal ad, if in the opinion of the City, the ad could have been typeset more economically. The amount, however, to be deducted shall not exceed 50% of the original cost of the ad.

It shall be the responsibility of the successful vendor to notify the City, in writing, and to obtain the City's approval, for any business changes that affect this bid, i.e. change of delivery day(s), change of deadline for placement of newspaper copy, change in delivery policy, etc. All such notices must be directed to the Purchasing Manager. All prices bid, however, must remain firm throughout the twelve (12) month term as stated within these specifications.

The vendor shall provide a proof of every ad prior to publication. This proof shall be e-mailed as a .pdf attachment to the appropriate city employee designated to place ads for each department. The body of the e-mail shall include a telephone number that may be called as well as an email address to request changes to the ad. If a change is made, a
new proof shall be sent to the city employee for final approval. Include deadlines for placement of legal ad AND receipt of final proof.

Holiday notification – Include a schedule of all newspaper holidays along with the deadline changes resulting from those holidays.

Bid shall include and disclose ONE of the following:

1. Creation of a flash drive with .pdf images of each weekly newspaper for the term of the award. This flash drive shall be presented to the City at the end of the award.

2. Weekly transmission of the paper in an electronic format

BIDDERS MUST INCLUDE A TO-SCALE MOCK-UP OF EACH OF THE ATTACHED ADVERTISEMENTS WITH THEIR BIDS.

These mock-ups must indicate the cost and the point size of the font(s) being used for each ad.

FAILURE TO INCLUDE MOCK-UPS WILL RESULT IN YOUR BID BEING DEEMED UNRESPONSIVE.

Included Sample Mock-ups are as follows:

1. Office of Assessing – Board of Review
2. Office of the City Clerk – Agenda for regular City Council Meeting
3. Office of the City Clerk – Minutes of regular City Council Meeting
4. Office of the City Clerk – Adoption of Ordinance
5. Office of Neighborhood Services – CDBG Program
6. Office of Neighborhood Services – Citizen Advisory Committee Meeting
7. Office of Engineering – Advertisement for bid (City Projects)
8. Human Resources – Classified Help Wanted
10. Police Department – Notice of Auction
11. Office of Purchasing – Invitation to Bid or Request for Proposal
12. Office of Treasury – Taxpayers Notice
13. Office of Treasury – Taxpayers Notice for Deferment
14. Office of Planning – Zoning Board of Appeals Agenda

Specifications require online search and archiving capabilities for City and/or public access. Please include as an attachment to your bid a website address and brief instructions/directions detailing how to locate a specific ad using this functionality.
V. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined, and that OFFICIAL CITY NEWSPAPER 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.

Column Format:______________ Day of week that paper is printed:______________
Day of week that paper is delivered to residents:______________________________
Method of delivery:______________________________________________________
Day of week a minimum of 40 papers delivered to City Hall:____________________
Total circulation in the City of Sterling Heights:______________________________
Agency who certified circulation:__________________________ Date of audit:________
Deadline (to paper) for placement of legal ads (day / time):____________________
Deadline (from paper) for receipt of proof (day / time):________________________
E-mail address for placing ads:____________________________________________
Contact name/number for ad questions:____________________________________

<table>
<thead>
<tr>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for one full page</td>
</tr>
<tr>
<td>Size of full page</td>
</tr>
<tr>
<td>Cost per column inch</td>
</tr>
<tr>
<td>Classified help wanted per line</td>
</tr>
</tbody>
</table>

If awarded this bid, would you accept the City's payment via a City Credit Card?
☐ 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:__________________________________________

Company______________________________________________________________

Official bid specifications are available only at www.mitn.info.
V. BID FORM (CONT'D)

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_____________________________________

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your company have the ability to electronically display legal notices on your website that are scheduled to be published in your paper?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>Does your company have the ability to archive these published legal notices on your website on a page established exclusively for legal notices for the City of Sterling Heights?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>Would you provide permission to the City of Sterling Heights to link to your website to create easy access for users wishing to view legal notices?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>How quickly will the legal notice be added to your website archive following the actual publication of the legal notice in the Sunday paper?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>Friday, two-day prior to publishing in paper</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>Saturday, day prior to publishing in paper</td>
<td>Yes □ No □</td>
</tr>
</tbody>
</table>

Official bid specifications are available only at www.mitn.info.
### V. BID FORM (CONT'D)

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday, day of publishing in paper</td>
<td></td>
</tr>
<tr>
<td>Monday, day after publishing</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Are there incremental costs associated with the archiving of these legal</td>
<td></td>
</tr>
<tr>
<td>notices on your website?</td>
<td></td>
</tr>
<tr>
<td>If there are any additional costs, please detail those costs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all areas of the City serviced by your publication?</td>
<td></td>
</tr>
<tr>
<td>If no, which areas are not serviced and why?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you included online archiving/search instructions?</td>
<td></td>
</tr>
<tr>
<td>Have you included your holiday schedule &amp; associated deadlines?</td>
<td></td>
</tr>
<tr>
<td>Does your bid include the capability of providing the City with an</td>
<td></td>
</tr>
<tr>
<td>electronic version of your weekly paper?</td>
<td></td>
</tr>
<tr>
<td>If so, what method will be used?</td>
<td></td>
</tr>
<tr>
<td>Weekly</td>
<td></td>
</tr>
<tr>
<td>Annual</td>
<td></td>
</tr>
</tbody>
</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).*
City of Sterling Heights
Public Notice

**2014 March Board of Review**

The Board of Review of the City of Sterling Heights, County of Macomb, State of Michigan, will meet at Sterling Heights City Hall, 40555 Utica Road, Sterling Heights, beginning March 17, 2014, by appointment only, for the purposes of reviewing the assessment roll of said city and to make such adjustments and corrections as the Board of Review may deem necessary.

Those persons requesting exemption from taxes on their principal residence under Section 211.7u (the financial hardship exemption), who meet the requirements of the City of Sterling Heights 2014 Hardship Exemption Guidelines, may make application to be heard by the Board of Review.

Appointments will be taken beginning March 3, 2014 and ending with the adjournment of the March Board of Review.

<table>
<thead>
<tr>
<th>Property Class</th>
<th>Ratio to 100%</th>
<th>Tentative Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Property</td>
<td>47.59</td>
<td>1.0506</td>
</tr>
<tr>
<td>Industrial Property</td>
<td>49.68</td>
<td>1.0064</td>
</tr>
<tr>
<td>Residential Property</td>
<td>46.28</td>
<td>1.0803</td>
</tr>
<tr>
<td>Personal Property</td>
<td>50.00</td>
<td>1.0000</td>
</tr>
</tbody>
</table>

For further information, please contact the Office of Assessing at (586) 446-2340, between 8:30 A.M. and 5:00 P.M., Monday through Friday.
To be published: The week of February 16th, February 23rd and March 2nd
(THREE TIMES)

PLEASE SIZE AT 2 COLUMNS, 6 INCHES
MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

ROLL CALL

APPROVAL OF AGENDA

REPORT FROM CITY MANAGER

PRESENTATION

Nice Neighbor

1. CONSENT AGENDA

A. Approval of Minutes
   Regular Meeting of July 1, 2014

B. Approval of Bills

C. To award a bid for washing, cleaning and reconditioning of City-owned vehicles for a two-year at unit prices bid.

D. To award a bid for construction and utility castings for a two-year period at unit prices bid.

E. To award a bid for computer equipment at unit prices bid.

F. To split the award of a bid for various sign materials for a two-year period at unit prices.

G. To authorize the purchase of road salt for the 2014/15 season at pricing available through the Road Commission of Oakland County cooperative bid.

H. To accept a proposal for custodial and janitorial services.
CONSIDERATION

2. To consider nominations to City of Sterling Heights boards and commissions.

3. To consider appointments to City of Sterling Heights boards and commissions.

COMMUNICATIONS FROM CITIZENS

(a) This item shall be taken up at 10:00 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.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

UNFINISHED BUSINESS

NEW BUSINESS

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

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.
Mayor Pro-tem Michael C. Taylor called the meeting to order at 7:30 p.m.

Council Members present at roll call: Deanna Koski, Joseph V. Romano, Maria G. Schmidt, Doug Skrzyniarz, Barbara A. Ziarko. Absent: Mayor Richard J. Notte

APPROVAL OF AGENDA
Moved by Koski, seconded by Romano, RESOLVED, to approve the Agenda, moving Consent Agenda Item 2-E to Consideration Item 4. The motion carried.

1. ORDINANCE ADOPTION
Moved by Romano, seconded by Schmidt, BE IT ORDAINED, to adopt the final amendment to the Appropriations Ordinance for the 2013/14 fiscal year. The motion carried.

2. CONSENT AGENDA
Moved by Koski, seconded by Romano, RESOLVED, to approve the Consent Agenda, as amended. The motion carried.

CONSIDERATION
3. Moved by Ziarko, seconded by Romano, RESOLVED, to appoint Anthony C. Licata to the Elected Officials Compensation Commission to a term June 30, 2021, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Romano, seconded by Schmidt, RESOLVED, to appoint Sharron D. Allen, Mohammed Alomari, and Isaac Cabase to the Ethnic Community Committee to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Romano, seconded by Ziarko, RESOLVED, to postpone an appointment to the Ethnic Community Committee until the July 15, 2014 regular City Council meeting. The motion carried.

Moved by Schmidt, seconded by Romano, RESOLVED, to appoint Richard Kincaid and John Lamerato to the Local Development Finance Authority to a term ending June 30, 2018, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Romano, seconded by Ziarko, RESOLVED, to postpone an appointment to the Local Development Finance Authority until the July 15, 2014 regular City Council meeting. The motion carried.
Moved by Schmidt, seconded by Ziarko, RESOLVED, to appoint Henrietta Baczewski, Sharon Mason, and Ruth Ann Schinzing to the Beautification Commission to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Schmidt, seconded by Romano, RESOLVED, to appoint Erin Younan to the Beautification Commission to a term ending June 30, 2015, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Schmidt, seconded by Romano, RESOLVED, to appoint Kate Tuttle-Sniecinski and Paola Colombini to the Beautification Commission to a term ending June 30, 2016, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Ziarko, seconded by Schmidt, RESOLVED, to appoint Douglas J. Harvey to the Board of Code Appeals to a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Romano, seconded by Schmidt, RESOLVED, to appoint Judith Foley, Charles W. Jefferson, Paul Palmeri, Joanne L. Paraventi, Grace Pedrie, and Janet Widrig to the Citizens Advisory Committee – Community Development Block Grant to a term ending June 30, 2015, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Romano, seconded by Ziarko, RESOLVED, to postpone an appointment to the Citizens Advisory Committee – Community Development Block Grant until the July 15, 2014 regular City Council meeting. The motion carried.

Moved by Romano, seconded by Schmidt, RESOLVED, to appoint Maurice Batarseh, Margaret Frontiera, Jeanne Schabath, and John L. Stamper to the Cultural Commission to a term ending June 30, 2018, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Romano, seconded by Ziarko, RESOLVED, to postpone an appointment to the Cultural Commission until the July 15, 2014 regular City Council meeting. The motion carried.

Moved by Schmidt, seconded by Romano, RESOLVED, to appoint Ruth Ann Schinzing to the Historical Commission to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Schmidt, seconded by Romano, RESOLVED, to appoint Michael J. Lombardini to the Historical Commission to a term ending June 30, 2016, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.
Moved by Skrzyzniarz, seconded by Romano, RESOLVED, to postpone an appointment to the Housing Commission until the July 15, 2014 regular City Council meeting. The motion carried.

Moved by Ziarko, seconded by Romano, RESOLVED, to appoint Susan Biolchini and David E. Brown to the Library Board of Trustees to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Ziarko, seconded by Romano, RESOLVED, to appoint Christine E. Kesek to the Solid Waste Management Commission to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Ziarko, seconded by Romano, RESOLVED, to postpone an appointment to the Solid Waste Management until the July 15, 2014 regular City Council meeting. The motion carried.

Moved by Schmidt, seconded by Romano, RESOLVED, to appoint Isaac Cabase and Robert H. Young to the Telecommunications Commission to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks. The motion carried.

Moved by Skrzyzniarz, seconded by Taylor RESOLVED, to (A) Accept the proposal by Icon Enterprise, Inc., d/b/a CivicPlus, 317 Houston St., Suite E, Manhattan, KS, 66502, for website redesign services in the amount of $92,402.10 and site maintenance at $15,451 per year for a two year period with annual increases of 5% for year three and beyond;

(B) Authorize the City Manager to sign all documentation required in conjunction with this purchase on behalf of the City; and,

(C) Authorize an amendment to the budget using General Fund reserves in the amount of $32,402.10. The motion carried.

ADJOURN Moved: Ziarko Seconded: Romano
Moved by Ziarko, seconded by Romano, RESOLVED, to adjourn the meeting. The motion carried and the meeting was adjourned at 9:32 p.m.

THIS IS A SUMMARY OF ACTIONS TAKEN AT THE CITY COUNCIL MEETING. THE OFFICIAL MINUTES WILL BE POSTED TO THE WEBSITE, AT WWW.STERLING-HEIGHTS.NET, WHEN THEY ARE APPROVED.

Clerk of the Council

Mock-Up #3
NOTICE OF ADOPTION OF ORDINANCE

The City of Sterling Heights has adopted an ordinance that adds Article I to Chapter 25 and deletes Article II of Chapter 25 of the City Code to prohibit discrimination in housing, employment, and public accommodations. 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.

INTRODUCED: 06-03-14
ADOPTED: 06-17-14
PUBLISHED: 06-22-14
EFFECTIVE: 06-22-14
INTRODUCTION
The functions of the Consolidated Plan serve to be a planning document for the City of Sterling Heights, an application for Federal funds under the U. S. Department of Housing and Urban Development (HUD) formula for grant programs, a strategy to follow in carrying out HUD programs and an action plan. The City will receive FY-14 funds of approximately $692,850 for CDBG program and FY-14 funds of approximately $219,114 for HOME Program funds.

The City has sought to serve the needs of all segments of the community, a proposed One-Year Action Plan has been developed giving particular attention to activities, which benefit low-to-moderate income families, the elderly, and the handicapped. These activities meet the community development objectives set forth in the City's Consolidated Plan. These objectives are designed to improve quality and quantity of community services, safety and the living environment, as well as to prevent and eliminate blight and deterioration of property.

The budget for the 2014/15-program year is based on an allocation in the amount of $692,850 for the CDBG program. In addition, an estimated $45,000 in program income will be generated from and returned to the Home & Property Improvement Program. The budget for the HOME Program is based on an allocation in the amount of $219,114.

Projects proposed for the HOME funding include acquisition, rehab, and resale. The proposed projects of the One-Year Action Plan to be undertaken during the 40th year and their descriptions are stated below (* indicates a public service activity):

1. **Administration Activity** - These costs are used to pay for the general management and administrative costs associated with the CDBG program. Funding: $74,500

2. **Minor Home Repair** – This program provides assistance to income eligible seniors, handicapped, and owner occupants of mobile homes to make minor repairs to their home. Funding: $15,000

3. **Beaver Creek Park Improvements** – Improvement to an existing City owned park, will include a walking path, benches, picnic tables. Prior improvements consisted of a baseball field renovations, play structure, and magic square. Funding: $160,000

4. **Hampton Park Improvements** – Improvement to an existing City owned park, will include a walking path, Athletic courts, ball field fencing, play area, site amenities, pavilion and parking lot resurfacing. Funding: $316,423

5. **Code Enforcement** – Funds for Code Enforcement Officers in CDBG-eligible areas of the City. Funding: $20,000.
6. **Macomb Homeless Coalition** - Funds will be used to supplement the salary of a full-time Continuum of Care Coordinator who writes grants on behalf of area shelters. Funding: $3,000

7. **Special Recreation Program** - This program offers a variety of age and disability appropriate recreational activities for handicapped persons. Funding: $19,000

8. **Home Chore** - This program affords manpower assistance to very low-income senior homeowners to complete home chore tasks that include lawn-mowing services and snow removal. Funding: $20,000

9. **City Library Book Collection** - This program purchases large print library books that are delivered to the homebound and local senior residences. Funding: $6,000

10. **Single Parent/Displaced Homemaker Program** - This program provides a network of support established at Macomb Community College (MCC) to help members of eligible population groups find direction for their lives and obtain the job skills necessary to provide financial support and independence for themselves. The program pays for tuition, books, childcare, transportation expenses, and vocational costs for qualified students who are residents of Sterling Heights to attend MCC. Funding: $10,000

11. **Macomb County Rotating Emergency Shelter Team (MCREST)** - This program provides a safe, caring environment for the homeless at participating churches on a rotating basis for one week each year. Churches provide three meals per day, showers, laundry assistance and transportation. Funding: $8,500

12. **The Salvation Army Macomb's Answer to Temporary Shelter (MATTS)** - This program provides a safe, secure environment for men, women, and their families during periods of homelessness. Participants may stay for a maximum of thirty consecutive days in a calendar year. The program provides casework, advocacy, transportation, life-skills, agency referrals, recreation, clothing, rental assistance, and medical services. Funding: $8,500

13. **Turning Point** - This program provides a safe place for families fleeing violent situations. Programs include court advocacy, sexual assault services, PPO assistance, support groups, and education. Funding: $1,000

14. **Care House** - This project provides families with a coordinated investigation of child sexual and severe physical abuse. Crisis counseling, legal advocacy, parent support groups and education, children’s groups, and information and referral will be offered through this activity. Funding: $7,500

15. **Macomb County Warming Center and Ray of Hope Day Center** - Rotating “admit all” homeless shelter that operates from November through March. Funding: $8,950

16. **WW Community Connections Inc., d/b/a Hope Center of Macomb** - Is a no-cost, client-choice food pantry. Funding: $12,500
17. **Macomb Literacy Partners** – This project provides one on one tutoring to illiterate adults. Funding: $1,177

18. **Wigs 4 Kids** – This program provides custom wigs for children ages 3-18. Funding: $800

The above-stated projects will not displace any person or persons. The 2014 5 Year Consolidated Plan, and the Proposed One-Year Action Plan will be submitted to the U.S. Department of Housing and Urban Development for further processing. Furthermore, the complete Plans are available for public review at City Hall Office of City Clerk, the Sterling Heights Public Library and the Sterling Heights Senior Center.

**CITIZEN COMMENTS**

A citizen's comment record will be established upon receipt of any and all comments from interested parties. Citizens who wish to submit comments regarding the 2014 5 Year Consolidated Plan, and the 2014/15 Proposed One-Year Action Plan may do so. In your correspondence, please specify the Plan and the particular project(s) that you are commenting on. We will take comments between 8:30 a.m. and 5:00 p.m. Monday through Friday at the following location:

Office of City Clerk  
City Of Sterling Heights  
40555 Utica Road  
P.O. Box 8009  
Sterling Heights, Michigan 48311-8009

Citizens may also email comments to cityhall@sterling-heights.net.

Comments will be accepted through 5:00 p.m. on May 5, 2014
CITY OF STERLING HEIGHTS
CITIZEN ADVISORY COMMITTEE
NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN TO ANY AND ALL WHO MAY BE INTERESTED THAT
THE CITIZEN ADVISORY COMMITTEE OF THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM OF THE CITY OF STERLING HEIGHTS, COUNTY OF
MACOMB, STATE OF MICHIGAN, WILL MEET ON:

MONDAY, DECEMBER 6, 2010 at 6:00PM

In the City Center (City Council Chambers) 40555 Utica Road, Sterling Heights, Michigan for
citizen requests for projects to be included in the Statement of Community Development
Objectives and Proposed Use of Funds.

The City of Sterling Heights is preparing its 37th application for use of Federal funds under the
Housing and Community Development Act of 1974, as amended. The One Year Action Plan
and Projected Use of Funds will be submitted after citizen participation and involvement in the
selection of projects.

All interested persons attending the hearing will be given an opportunity to be heard with respect
to activities they would like included in the city's application.

BY ORDER OF THE CITY COUNCIL
OF THE CITY OF STERLING HEIGHTS
CITY OF STERLING HEIGHTS
Macomb County, Michigan

Bids Due: Tuesday, July 29, 2014 at 2:30 P.M.

The City of Sterling Heights, Macomb County, Michigan, will receive sealed bids until Tuesday, July 29, 2014, at 2:30 P.M. for the subject project at the Office of City Clerk, 40555 Utica Road, Sterling Heights, Michigan, 48313, at which time and place all bids will be publicly opened and read aloud.

The work consists of furnishing all labor, materials, and equipment necessary to install approximately 2,200 linear feet of 8-foot asphalt path and other associated work as itemized in the proposal at Beaver Creek Park in Sterling Heights, MI.

Plans and specifications will be on file on or after Monday, July 14, 2014 at the Office of the City Clerk of Sterling Heights. A fee of forty-six ($46.00) dollars in the form of a check made payable to the City of Sterling Heights will be required on the project plans and specifications.

This is a Federal Aid Project through the Community Development Block Grant. The Davis-Bacon Act is applicable and requires the Secretary of Labor to determine the minimum wage rates to be paid by the contractor and subcontractors, which rates will be given in detail in the specifications. The Contractor must comply with the Davis Bacon Act, July 2, 1964, (Title 40s 276A), The Equal Employment Opportunity Act, September 28, 1965, No. 11246, as amended by 11375, all United States Department of Labor Regulations and Standards, Title 29, 1, 3 and 5, and Title 18 U.S.C. Section 874 known as "Anti-Kickback Act," Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and the Federal Occupational Safety and Health Act of 1970.

Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color religion, sex or national origin.

Proposals submitted by Contractor who have been debarred, suspended, or made ineligible by any federal agency will be rejected.

The Contractor is encouraged to use W/MBE subcontractors on this federally funded project, if feasible.

A Cashier's check or Bid Bond payable to the City of Sterling Heights, Macomb County, Michigan, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

The successful bidder will be required to furnish satisfactory performance, labor and material, and maintenance and guarantee bonds.

The City reserves the right to reject any or all bids and to waive any irregularities in bidding. No bid may be withdrawn after the scheduled closing time for receiving bids for at least sixty (60) days.

No proposal will be received unless made on blanks furnished and delivered to the City Clerk on or before Tuesday, July 29, 2014, at 2:30 P.M.

For questions regarding the bid specifications and contract plans, contact the Office of Engineering at (586) 446-2720.

By Order of City Council

Published: July 14 - 29, 2014
- Dodge Reports
- Construction Association of Michigan
- Reed Construction Data

July 13 & 20, 2014
- Sterling Heights Source

**Mock-Up #7**
LABORER - City of Sterling Heights is accepting applications for Laborer. $27,894 with excellent fringe benefits. High school graduate/GED equivalent. CDL with air brakes endorsement. Macomb County residency and/or 20 miles from the municipal boundaries within six months of hire. Apply on-line www.sterling-heights.net. Deadline: 8-16-07. EEO M/F/D
1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Considerations

1. PPCM-1137 – Jonathan A. Anderson
   Requesting Special Approval Land Use to allow a body art facility – South side of Hall Road between Schoenherr and Hayes Road in Section 1.
   Property Address: 14600 Lakeside Circle

6. Citizen Participation
7. Approval of Minutes
   June 12, 2014 – Regular Meeting
8. Correspondence
9. Old Business
10. New Business
11. Adjourn

Benjamin Ancona, Secretary
Planning Commission

ANY INTERESTED PERSON MAY APPEAR AND COMMENT IN PERSON OR BY AGENT OR ATTORNEY UPON A SCHEDULED AGENDA ITEM DURING THE PUBLIC HEARING TO BE HELD AT THE DATE, TIME, AND LOCATION ABOVE. WRITTEN COMMENTS MAY BE SUBMITTED TO THE OFFICE OF PLANNING, 40555 UTICA ROAD, STERLING HEIGHTS, MICHIGAN 48311-8009 UP TO THE MEETING TIME.


THE CITY OF STERLING HEIGHTS WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON SEVEN DAYS NOTICE TO THE COMMUNITY RELATIONS OFFICE AT 586-446-2470.

Published: Sterling Heights Source June 22, 2014.
CITY OF STERLING HEIGHTS
POLICE AUCTION
SATURDAY, JUNE 21, 2014
10:00 AM
DEPARTMENT OF PUBLIC WORKS
7200 E. 18 MILE ROAD
STERLING HEIGHTS, MICHIGAN
(BETWEEN VAN DYKE AND MOUND ROAD)

VEHICLES

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MISCELLANEOUS
GENERATOR, CHAINSAWS, SNOW BLOWERS, LEAF BLOWER, PUSH MOWER, WEED WHIP, POWER WASHER, COMPUTERS/COMPUTER TOWERS, CAMERAS, LAWN STATUES, MISCELLANEOUS ITEMS

INSPECTION/REGISTRATION
8:00 a.m. - 10:00 a.m.

YOU MUST BE REGISTERED TO BID ON ANY ITEM. NO EXCEPTIONS.
Bidding begins promptly at 10:00 a.m.

The City of Sterling Heights reserves the right to refuse any bid and reserves the right to bid on any article put up for auction. All transactions must be completed and paid for at the time of the bid. Failure to promptly pay for, or efforts to withdraw on your legal obligation to pay for an item won at auction, will cause your name to be added to an auction blacklist, preventing you from registering and bidding at future auctions. Checks will be accepted with proper identification. We do not accept credit cards. All vehicles listed may not be available for auction if claimed on or before the start of the auction. Vehicles must be removed within three (3) calendar days from date of sale. Items other than vehicles must be removed at the completion of auction.

ALL MERCHANDISE WILL BE SOLD AS IS, WITHOUT ANY PROMISE OR GUARANTEE OF CONDITION OR VALUE.

THE AUCTION WILL BE HELD RAIN OR SHINE!!

Publish the Week of June 15, 2014
The Source Newspaper
Please:
• Try to avoid hyphenating words if possible, and never hyphenate www.mitn.info.
• Add the publish date and the name of the newspaper at the bottom of the ad in fine print.
• Include a cost with the ad mock-up.
• Ad size not to exceed 2 col x 1.125" without prior approval.

Thank you very much.

***********************************************************************************************

ADVERTISEMENT
ITB-SH14-028

The City of Sterling Heights, Michigan, is accepting sealed bids for MOTOR OILS, SOLVENTS AND ANTI-FREEZE until TUESDAY, AUGUST 5, 2014 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, MI 48313.

Specifications are available at www.mitn.info.

Office of Purchasing
586-446-2740

***********************************************************************************************

Mock-Up #11
CITY OF STERLING HEIGHTS
TAXPAYERS

THE 2014 SUMMER TAX STATEMENTS AND THE 2014 SPECIAL ASSESSMENT INSTALLMENT STATEMENTS ARE DUE AND PAYABLE JULY 1 THROUGH SEPTEMBER 2, 2014. SUMMER TAX STATEMENTS AND SPECIAL ASSESSMENT INSTALLMENT STATEMENTS PAID AFTER SEPTEMBER 2, 2014 WILL BE SUBJECT TO INTEREST CHARGES.

CITY TREASURER

PUBLISH: JUNE 29, 2014
NOTICE
CITY OF STERLING HEIGHTS
TAXPAYERS

The Michigan Income Tax Law (State Act 281) was amended to allow certain homeowners to claim a deferment of their summer taxes.

The deferment may be claimed by senior citizens, paraplegics, quadriplegics, eligible service personnel, eligible veterans, eligible widows/widowers, totally and permanently disabled or blind persons, defined below:

SENIOR CITIZEN -
An individual who has reached the age of 62; a married couple where at least one of the spouses has reached the age of 62 by the end of the tax year; surviving spouse of a person who died after reaching the age of 62.

PARAPLEGIC OR QUADRIPLEGIC-
Individual must have partial or complete loss of both legs or both arms and both legs.

ELIGIBLE SERVICE PERSONNEL, ELIGIBLE VETERAN OR ELIGIBLE WIDOW/WIDOWER-
Veteran or widow/widower of a veteran with service connected disability; veteran of wars before World War I; pensioned veteran or widow/widower of pensioned veteran; active service personnel; widow/widower of service personnel deceased in service; widow/widower of non-disabled or non-pensioned veteran.

BLIND PERSON -
Individual must meet the definition of blindness under the Federal Income Tax Code.

To be eligible, you must have a total household income of $40,000 or less in the previous taxable year, and must file an application for deferment of 2014 summer taxes with the Treasurer of the City of Sterling Heights between now and September 15, 2014 inclusive. If your deferment is approved, you may pay your 2014 summer principal residence taxes as late as March 2, 2015 without penalty or interest charges.

Applications may be obtained or questions answered at the Treasurer's Office, City of Sterling Heights, 40555 Utica Road, P.O. Box 8009, Sterling Heights, MI 48311-8009, between 8:30 a.m. and 5:00 p.m. Monday through Friday, telephone (586) 446-2780.
1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Correspondence
5. Public Hearings

1. PZBA14-0015 – Curt Loveday
   Requesting Board approval for a 13’5” front yard setback variance for a garage.
   Property Address: 38309 Plainview

6. Approval of Minutes
   June 26, 2014 – Regular Meeting

7. New Business of the Board
8. Old Business of the Board
9. Public Participation
10. Adjournment

Bruce Kremhelmer, Vice Chairman
Zoning Board of Appeals

ANY INTERESTED PERSON MAY APPEAR AND COMMENT IN PERSON OR BY AGENT OR
ATTORNEY UPON A SCHEDULED AGENDA ITEM DURING THE PUBLIC HEARING TO BE
HELD AT THE DATE, TIME, AND LOCATION ABOVE. WRITTEN COMMENTS MAY BE
SUBMITTED TO THE OFFICE OF PLANNING, 40555 UTICA ROAD, STERLING HEIGHTS,
MICHIGAN 48311-8009 UP TO THE MEETING TIME.

COPIES OF THE APPLICATION AND RELATED DOCUMENTS PERTAINING TO ANY
REQUEST ON THE AGENDA ARE AVAILABLE FOR INSPECTION AT THE OFFICE OF
PLANNING DURING REGULAR BUSINESS HOURS AND AT THE PUBLIC HEARING. ANY
QUESTIONS REGARDING THE ABOVE ITEMS SHOULD BE DIRECTED TO THE OFFICE
OF PLANNING – 586-446-2360.

THE CITY OF STERLING HEIGHTS WILL PROVIDE NECESSARY REASONABLE
AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WITH DISABILITIES AT THE MEETING
UPON SEVEN DAYS NOTICE TO THE COMMUNITY RELATIONS OFFICE AT 586-446-2470.

Published: Sterling Heights Source July 6, 2014.
AGENDA STATEMENT

**Item Title:** To award a bid for tree and stump removal for a two-year period at unit prices bid (Estimated annual expenditure of $97,000).

**Submitted By:** Office of Purchasing

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

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

**Executive Summary**

On June 25, 2019, bids were received for tree and stump removal from public right of ways, city parks, and municipal sites. The successful bidder is responsible for backfilling and grading the surface of the right-of-way affected by the tree and stump removal process. In addition, the successful bidder is responsible for the repair and/or replacement of any damage to sprinkler systems caused by removal or stump grinding operations. The bid specifications also solicited as an option, an emergency rate per hour for a 3-man crew including support equipment for storm damage clean-up.

Tree & stump removal - Recommendation is being made to award the bid to Wonsey Tree Service, Inc., the low bidder meeting City bid specifications. The recommended vendor is a large tree service company with residential, commercial, and public entity clients. Wonsey Tree Service is located in Alma, Michigan, with a staff of over 25 full-time employees. Wonsey Tree Service is the City’s incumbent tree and stump removal vendor having been awarded the initial bid in March, 2012. The Department of Public Works and the Parks & Recreation Department reviewed Wonsey Tree Service’s current equipment listing and deems it satisfactory for the continued performance of the required services.

Storm damage removal - The bid specifications also requested optional, only as-needed, pricing for emergency removal of trees and limbs damaged by inclement weather. This part of the bid solicitation is intended to pre-qualify and select one or more qualified vendors to assist with the removal of storm-damaged limbs and trees. Hourly pricing was based on a minimum 3-person crew and all support equipment necessary. After a thorough review of all bids for the optional emergency storm damage removal, the Department of Public Works recommends Wonsey Tree Service, Inc. at unit pricing bid of $170 / hr.

Please see the attached Staff Report and supporting documentation for additional information regarding this bid award recommendation.
**Suggested Action:**

Resolved, to award the bid for tree and stump removal, inclusive of the option for storm damage removal services, to Wonsey Tree Service, Inc., PO Box 1142, Alma, MI 48801, for a two-year period at unit prices bid.
GENERAL INFORMATION:
On June 25, 2019, bids were due for tree and stump removal. An Invitation to Bid was advertised on SHTV, posted to the MITN website and Twitter. Bid pricing was requested for street tree removal and stump grinding, active and non-active park area tree removal, stump grinding and stump removal, and emergency storm damage tree removal services. Three vendors responded with bids as outlined on the attached bid tabulation.

It is estimated that $97,000 will be spent annually for the removal of trees and stumps under this bid. Funds are budgeted annually in 23700700 (Local Road Fund) 895000 (Tree and Shrub Maintenance), 22700700 (Major Road Fund) 895000 (Tree and Shrub Maintenance), and 26775752 (Parks and Recreation Fund) 826000 (Other Contracted Services).

STAFF ANALYSIS AND FINDINGS:
Staff from the Department of Public Works, Parks & Recreation Department and Office of Purchasing carefully reviewed all bids. Recommendation is being made to award the bid for tree and stump removal, inclusive of the option for storm removal services, to Wonsey Tree Service, Inc., the low bidder meeting all specifications. Wonsey Tree Service’s bid pricing was 43% lower than the next lowest bidder. Wonsey Tree Service has performed tree and stump removal services for the City for the past seven years. During this time, the Department of Public Works has been satisfied with the quality of work provided, expedient response times, as well as Wonsey Tree Service’s accuracy and administrative handling of billing.

Specifications for this solicitation requested separate pricing for tree removal, stump grinding and stump removal to afford the City with the opportunity to better manage specific costs as some tree stumps may remain, such as in non-active park areas where only the tree needs to be felled. The City also requested pricing for complete stump removal for instances when stump grinding below the surface is not an option.

This bid also requested optional pricing for emergency storm damage removal. The intent of this portion of the bid was to pre-qualify and select one or more contractors to assist with the removal of limbs and trees felled or damaged by inclement weather. Hourly pricing was based on a minimum 3-person crew and all support equipment necessary. After a thorough review of all bids, the Department of Public Works and the Parks & Recreation Department are recommending an award of the bid to the lowest bidder, Wonsey Tree Service, Inc., at an emergency rate of $170/hr. Rates from other bidders were $550/hr. and $612/hr. The emergency storm damage removal will be used only on an as-needed basis.

Please see the attached memorandums from the Department of Public Works and the Parks & Recreation Department regarding this recommendation.

STAFF RECOMMENDATION:
Please see Suggested Action on the accompanying Agenda Statement.
Notification list:
Wonsey Tree Service, Inc.
PO Box 1142
Alma, MI 48801
Ronnie Wonsey, President
wonseytreeservice@hotmail.com
Interoffice Memorandum

Date: July 8, 2019

To: Jared Beaudoin, Purchasing Manager

From: Erik Skurda, Operations Manager

Subject: Recommendation – Tree and Stump Removal

The Department of Public Works has reviewed the bids received on June 25, 2019 for Tree and Stump Removal. This contract is for the removal of trees and stumps located in City right-of-ways, parks and other municipal properties. In addition to tree and stump removal, DPW staff requested tree removal contractors to provide a price for emergency tree work. Emergency contractors are utilized to assist DPW staff in removing hazardous trees and limbs after large storm events, when the service load exceeds DPW staff's service capacity.

DPW staff recommends that the contract be awarded to the lowest bidder meeting all specifications and requirements:

Wonsey Tree Service, Inc.
PO Box 1142
Alma, MI 48801
Attn: Ronnie Wonsey  wonseytreeservice@hotmail.com

Based on unit prices bid for tree removal, stump grinding, and emergency storm damage removal:

<table>
<thead>
<tr>
<th>Tree Size (Diameter Breast Height)</th>
<th>Right of Way Trees</th>
<th>Active Park Areas</th>
<th>Non-Active Park Areas</th>
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<tr>
<td></td>
<td>Tree Removal</td>
<td>Stump Grinding</td>
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<td>37&quot; and above</td>
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Emergency Storm Damage Removal (3 person crew with equipment)  $170.00/ hour
Wonsey Tree Service is the incumbent vendor for this contract and DPW staff is very satisfied with their quality of work and response time to emergencies.

Funds in the amount of $75,000 are budgeted in Local Roads, Tree and Shrub Maintenance #23700700-895000, Major Roads, Tree and Shrub Maintenance #22700700-895000.

C: Michael Moore, Public Works Director
   Ken Swartz, Street Division Supervisor
   Josh Cole, General Supervisor
Date: July 8, 2019

To: Jared Beaudoin, Purchasing Manager

From: Kyle R. Langlois, Parks and Recreation Director

Subject: Tree and Stump Removal Recommendation

As you know, the City received three bids in response to ITB-SH19-032 for tree and stump removal services on June 25, 2019. Two of the bidders were new companies, and the third was the incumbent company, Wonsey Tree Service. After reviewing the bids, it is my recommendation to award the contract to Wonsey Tree Service for a period of two years at the estimated amount of $44,000 ($22,000 annually). This number is for the sections that pertain to the Parks and Recreation Department only (Section B and C), and accounts for either stump grinding or removal. Since the prices are the same, it is redundant to account for both of them. This recommendation is based on a number of factors:

1. Wonsey Tree Service is the lowest bid of the three
2. Wonsey Tree Service has the lowest per hour rate for emergency services
3. Wonsey Tree Service has multiple crews available for storm damage
4. Wonsey Tree Service is familiar with the City landscape and boundaries
5. Wonsey Tree Service has identified solutions to issues that I have brought to their attention (see attached)

In closing, I recommend the contract for tree and stump removal be awarded to Wonsey Tree Service in the cumulative amount of $44,000 for a two year period of time as it pertains to the park sections of this contract. Funds are available in account 26775752-826000. Please contact me at extension 2705 if you have any questions.

Thank you!

Cc: Matthew Sharp, Park Superintendent
### SECTION A. - STREET TREES/STUMPS

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<th>Size</th>
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<th>Stump Grinding</th>
<th>Tree Removal</th>
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Section A Total: $115,925

### SECTION B. - NON-ACTIVE PARK AREA TREES/STUMPS

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Section B Total: $48,250

### SECTION C. - ACTIVE PARK AREA TREES/STUMPS

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<th>Stump Grinding</th>
<th>Tree Removal</th>
<th>Stump Grinding</th>
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Section C Total: $143,000

### Totals

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<th>Section B - Non-Active Park Area Trees / Stumps</th>
<th>Section C - Active Park Area Trees / Stumps</th>
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INVITATION TO BID
ITB-SH19-032

The City of Sterling Heights, Michigan is accepting sealed bids for TREE AND STUMP REMOVAL until TUESDAY, JUNE 25, 2019 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

There will be a pre-bid meeting on TUESDAY, JUNE 18, 2019 at 9:00 A.M. in the City Hall Council Chambers, 40555 Utica Rd., 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

Estimated Quantities
All quantities are estimated and may vary substantially during the course of the Contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder. Measurements for tree removal are taken at diameter breast height (DBH). Diameter measurements for stump grinding are taken at ground level. The measurements will be rounded to the nearest full inch.

Term of Contract
The contract period shall be two years from date of award by City Council. 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 Council of the City of Sterling Heights.

Qualification of Contractors
A. Tree contractors shall be limited to individuals, partnerships and corporations actively engaged in the field of arboriculture. Contractors shall demonstrate competence, experience and financial capability to carry out the terms of these specifications. The City may require proof of these qualifications.

B. All contractors must have in their possession trucks, log loaders, chippers, stump grinders, hand tools, aerial and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

C. 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.

Safety Standards
A. All equipment to be used and all work to be performed must be in full compliance with the most current revision of American National Standards Institute Standard, A.N.S.I. A300 Part 1-2017 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining and Removing Trees and for Cutting Brush). These standards are made part of this contract by this reference.

B. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

C. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor and shall meet all State, County and Local highway construction codes.
**Discontinuance of Work**
Any practice that is determined hazardous by the City shall be immediately discontinued by the Contractor or upon receipt of either written or oral notice to discontinue such practice.

**Observance of Laws, Ordinances and Regulations**
The Contractor, at all times, shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of court's competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate with hiring, wages and any other applicable conditions of employment.

**Clean-Up**
A. All debris from tree removal and stumping operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of tree removal operations.

B. It shall be the responsibility of the Contractor to remove and dispose, in a proper and acceptable manner, all logs, brush, and debris resulting from the tree maintenance operations. A "chip-dump" site is not available for use.

C. The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract.

D. The City does not provide equipment storage facilities for contractor's equipment.

**Sprinkler Damage**
Sprinkler damage determined by the City as a result of tree and stump removal shall be the responsibility of the Contractor to repair. Sprinkler repairs must be completed within 72 hours of notification during the growing season. Sprinklers damaged in the winter must be repaired by April 15th the following spring.

**Working Hours**
The Contractor will schedule work between the hours of 7:00 AM and 6:00 PM, Monday through Friday, unless authorized by the City to do otherwise.
Work Crew Supervision
The Contractor shall provide qualified supervision of each crew at all times while working under these specifications. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City.

Contractor shall provide at least one employee in each crew that can effectively speak, write and communicate in the English language. Contractor employees may be approached by property owners/residents and are expected to courteously respond as necessary.

Tree and Stump Removal Specifications
Trees and stumps shall be removed in accordance with accepted industry standards and procedures and in accordance with the following minimum requirements. The Contractor shall remove trees and stumps within two weeks of notification by the City.

A. Extreme care shall be taken so as to prevent limbs, branches, and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets and other property, both public and private.

B. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.

C. Stumps shall not be left higher than three (3) inches above ground level.

D. Debris, logs or stump shall not be left on the public right-of-way overnight. The entire tree will be removed before end of the work day. Only a ground level flush cut stump shall be permitted to remain overnight. It shall be the responsibility of the Contractor to remove and dispose, in a proper and acceptable manner all logs, brush and debris resulting from the tree removal operation unless otherwise directed by the City.

E. Areas where trees have been removed and stump ground shall be backfilled with topsoil and seeded immediately in order to prevent accidental injury. If this cannot be completed the contractor shall immediately notify the appropriate City designate who ordered the work to be completed.

F. Final payment will not be made until all areas disturbed are restored with topsoil and seed, and areas are free from debris.

G. The property owner will be responsible for watering all seeded areas.

Topsoil and seed are further defined as follows:

Topsoil: Topsoil shall be screened and free of all rocks, roots, and foreign debris and shall meet the following requirements:
• Shall be fertile, friable, and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, subsoil, weeds, or other foreign matter.
• Shall not be contaminated, excessively acidic or excessively alkaline
• Shall not contain natural underlying soils, sub base materials, or other deleterious material
• Shall consist of natural loam, sandy loam, or clay loam humus-bearing soils adapted to sustain plant life
• Shall be of mineral origin, exclusive of peat or muck

Seed: All seed shall be supplied by the contractor and must consist of:

<table>
<thead>
<tr>
<th>Name</th>
<th>Proportion</th>
<th>Purity</th>
<th>Germination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baron Bluegrass</td>
<td>35%</td>
<td>95%</td>
<td>80%</td>
</tr>
<tr>
<td>Pennlawn Fescue</td>
<td>40%</td>
<td>97%</td>
<td>80%</td>
</tr>
<tr>
<td>Perennial Rye</td>
<td>25%</td>
<td>97%</td>
<td>90%</td>
</tr>
</tbody>
</table>

All areas to receive seed shall be smooth, uniform and free of surface irregularities. All foreign matter shall be removed. Seed shall be sown at the rate of 6 pounds per thousand square feet.

Sow seeds by means of hydro seeding or broadcasting. Lightly compact or rake areas sown to incorporate the seed into the top ½” of the topsoil. Do not broadcast/hydro seed during windy conditions or conditions that would prevent seed placement as required.

**Stump Grinding Specification**
Prior to any stump grinding the contractor shall request a MISS DIG inspection. The Contractor shall grind stumps a minimum of eighteen (18) inches below grade. All protuberant surface and subsurface roots beyond the stump area, noticeable from visible inspection, shall be removed to a depth of twelve inches below grade. The result shall be a uniformly graded generally “flat” area matching existing condition where no evidence of a stump shall remain other than backfilled topsoil. Chip residual shall be removed to a twelve-inch depth. Following stump grinding, all holes shall be backfilled with screened topsoil and tamped level with existing grade and seeded according to above specifications under tree removal. The Contractor shall remove all excess material and debris from the work site.

**Stump Removal Specification**
Clearing and grubbing consists of removing all objectionable material, and material as designated in these Specifications, from within the work site or other areas as designated by City staff. Removal of existing trees includes removal of tree stumps and tree roots 2” or larger in diameter to a minimum depth of eighteen inches below the grading plane. Removed trees, stumps and roots are the property of the Contractor and must be removed from the project site. All debris resulting from tree removal work, including broken branches, fallen leaves, wood chips, and sawdust produced from stump and root removal work, must be promptly removed from the work site. If the tree to be removed is within the drip line of another tree that is to remain, the tree removal work must be done under the direction of a Certified Arborist. Clearing and grubbing

*Official bid specifications are available only at www.mitn.info.*
operations must not cause more than minimal damage to public and private property and improvements, including existing trees, shrubbery and lawns, outside of the work site, or other areas shown or specified in the Contract.
All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to assure the public safety. All holes must be backfilled within twenty-four (24) hours of debris removal. The Contractor shall supply their own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. Grindings (chips) and debris must not be used as backfill material.

Park Tree Removal Specification
The Contractor may be required to remove trees in City Parks that pose a potential hazard to adjacent residential properties and parkgoers in common park areas. This item will involve felling, limbing, and bucking specified trees. Trees to be removed will be determined by the Director of Parks and Recreation or his designee. In non-active areas of the park, the Contractor will be required to fell, limb, and buck requested tree and leave the stump to be flush cut with grade. The Contractor will be responsible to buck the tree into four-foot sections. In non-active areas all bucked and limbed trees shall remain in place and out of interference with any public path. In active areas, felled trees are required to be removed and stump to be flush cut with grade. All necessary measures shall be taken to fell trees safely and without damaging surrounding areas or trees. A representative from the City will distinguish between active and non-active areas in City Parks and shall inspect tree removal area prior to payment for approval of payment. The contractor will be responsible for all damages to public or private property determined to be the result of his work. Trees damaged, not scheduled to be removed, shall be subtracted from the payment due to the contractor per occurrence. This will be assessed as a tree damage fee of $150.00. The Director of Parks and Recreation or his designee will determine whether or not the tree will survive damages or shall be removed. Damaged trees requiring removal shall be felled per applicable area at no additional cost to the City and tree damage fee assessed.

Workmanship
The specifications herein set forth are intended to cover the prominent phases of tree and stump removal to ensure first-class workmanship. To safeguard the interests of the City, the Contractor will take all measures not specifically enumerated herein, but which conform to good practice to secure an acceptable result. To further guard the City, all essentials of good practice in hiring, working and protecting the work, and the protection of individuals and property, enumerated herein or not, shall be followed.

All work shall be performed in accordance with the best modern practice and workmanship of highest quality. Failure to conform to standards specified by the City shall be considered a breach of 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.

**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.

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 or cash performance bond.

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.

**Invoice and Basis of Payment**

The Contractor shall submit invoices to the appropriate department no more than semi-monthly. Invoices shall include but not limited to a list of each tree, the address of each individual tree, the species and the DBH measurement.

The City shall pay and Contractor receive the prices bid in the proposal, or agreed upon, less any deduction based upon final inspection by the City. Partial payments of invoices may occur based on final inspection and determination of deficiencies.

The City shall notify the Contractor of any deficiencies prior to processing invoices. The contractor shall re-invoice on future semi-monthly cycles for items rejected for payment once those items are corrected.
**Storm Damage Removal Services Optional Bid**

Contractors are being asked to separately provide pricing for storm damage removal services on an emergency basis.

Contractors shall provide pricing per hour as noted on the attached Optional Bid Form - Storm Damage Removal Services.

It is the intent of the City to review contractors' bids for storm damage removal services and designate up to three contractors to be selected for this service. If the City accepts one or more bids for this service, the first call will be to the lowest bidder, if a contractor is unable to respond, the City will proceed to the next lowest bidder. Prices bid shall remain firm for a period of two (2) years.

Contractor crew(s) must be on-site within 4 hours of call-out by the City. Hourly fee shall be based on a minimum of a three (3) worker crew that includes an aerial device sufficient to handle street trees within the City, chipper with a minimum capacity of six inches (6"), and all saws, rigging, and other related equipment including signage and safety equipment to outfit said crew for storm damage removal services on an emergency basis. Hourly fee bid shall include any and all additional equipment to support the work of the crew(s), including dump trucks, skid steers, end loaders, etc. No additional payment will be provided if additional equipment is needed to perform the necessary work.

Storm damage removal services shall include, but not be limited to, removal of damaged limbs and trees. Tree stumps shall be cut to within three inches (3") of ground level; however services will not involve stump grinding.

Stump grinding or removal shall be coordinated by the City Designate and the Contractor at a later date to include prices bid under normal stump removal conditions.

Legal disposal of storm related debris will be the responsibility of the selected contractor(s).

The City at any time may request the contractor to terminate work. There are no guaranteed minimum hours of work.

Contractors selected for this service are required to supply a Performance Bond, and also will be required to maintain evidence of insurance as outlined in bid specifications.

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

The undersigned hereby declares that he has carefully examined the instructions and specifications and will furnish all equipment, labor and such other incidentals as are necessary to satisfactorily perform **Tree and Stump Removal** 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 for two (2) years 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.

Section A. Total: $________________
Section B. Total: $________________
Section C. Total: $________________
BID GRAND TOTAL: $________________

How did you receive notification of this bid? (please check all that apply)
□ MITN  □ City of Sterling Heights website  □ Text notification from City
□ Email notification from City  □ Local paper  □ Other: ________________________________

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: ____________________________________________

Would you be interested in free notification from the City via text or email for ALL future solicitations? Yes □ No □
If yes: text □________________________ email □________________________ both □

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company ____________________________________________

*Official bid specifications are available only at [www.mitn.info](http://www.mitn.info).*
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<th>Telephone/Fax</th>
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#### A. Street Trees

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<table>
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Section A. Total: $_________
### VIII. BID FORM (CONT’D)

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**Section B. Total:** $_________

#### C. Active Park Area

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<td>$_________</td>
<td>$_________</td>
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<table>
<thead>
<tr>
<th>Stump Grinding Diameter at Ground Level</th>
<th>Estimated Qty</th>
<th>Unit Price</th>
<th>Extended Total</th>
</tr>
</thead>
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## VIII. BID FORM (CONT'D)

### C. Active Park Area

<table>
<thead>
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<th>Stump Removal</th>
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<th>Unit Price</th>
<th>Extended Total</th>
</tr>
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<td>$_________</td>
</tr>
<tr>
<td>31&quot; - 36&quot;</td>
<td>5</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>37&quot; and above</td>
<td>5</td>
<td>$_________</td>
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</tr>
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**Section C. Total:** $_________

<table>
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<tr>
<th>Section A.</th>
<th>Section B.</th>
<th>Section C.</th>
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<tbody>
<tr>
<td>TREE REMOVAL</td>
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<td>$_________</td>
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<tr>
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<td>$_________</td>
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<td><strong>Sub-Total:</strong></td>
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<tr>
<td><strong>Sub-Total x 2 years</strong></td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td><strong>GRAND TOTAL:</strong></td>
<td>$_________</td>
<td>$_________</td>
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</tbody>
</table>

(Carry totals forward to pg. 19)

**OPTIONAL – Storm Damage Removal**

3 Person Crew with Necessary Equipment Per Specs  $_________/hr

Number of 3 man crews available for Storm Damage Removal  

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

**Item Title:** To award a bid for the 2019 Sidewalk Gap Completion Program, City Project #18-303 (Total estimated cost of $168,574).

**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**

In 1996, at the direction of City Council, a survey was performed of the existing public sidewalk system along major roads to identify locations where gaps existed. Based on the results of the survey, a policy was implemented whereby the identified gaps in the sidewalk system would be eliminated through a periodic sidewalk construction program. Since the initiation of the program in 1996, the City has made substantial progress in eliminating the gaps along major roads through the periodic sidewalk gap completion program.

The 2019 Sidewalk Gap Completion Program, designated as City Project #18-303, consists of two distinct sections. Section I, entitled "Miscellaneous Sidewalk," includes the construction of sidewalk along the following major roads: Dequindre Road, Clinton River Road, Saal Road, Van Dyke Avenue, and Irving Drive. Section II, entitled "18 Mile Road Sidewalk," encompasses the completion of the sidewalk gaps on the south side of 18 Mile Road, between Van Dyke Avenue and Mound Road.

Bids for City Project #18-303 were due July 16th, 2019. The sole bid received was submitted by Audia Concrete Construction, Inc., 2985 Childs Lake, Milford, MI 48381 in the cumulative amount of $468,314.50. After a comprehensive review of the bid, recommendation is being made by the Office of Engineering to award Section II - 18 Mile Road Sidewalk, only, to Audia Concrete Construction, Inc. in the amount of $168,574 and reject the bid for Section I. The miscellaneous gaps that were included in Section I of the bid are largely adjacent to residential homes and the Office of Engineering believes that the unit costs for installation could be reduced through a re-bid.

In accordance with the "Streets, Sidewalks, and Rights-of-Way Ordinance," City Code §48-6(E), it would also be appropriate for City Council to adopt a resolution requiring the owners of the properties included in the project area to install sidewalks adjacent to or abutting their lots or premises or be invoiced for the work completed by the City's contractor.
**Suggested Action No 1:**

Resolved, to award the bid for Section II of the 2019 Sidewalk Gap Completion Program, City Project #18-303, to Audia Concrete Construction, Inc, 2985 Childs Lake, Milford, MI 48381 in the amount of $168,574.00, reject the bid for Section I, and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

**Suggested Action No 2:**

Resolved, to adopt the resolution as required by §48-6(E) of the City Code for the 2019 Sidewalk Gap Completion Program for those properties included in the Section II project area.
RE: Award of bid for the 2019 Sidewalk Gap Completion Program, City Project #18-303

Prepared By: Brent Bashaw, City Engineer (586) 446-2720

GENERAL INFORMATION: The "Streets, Sidewalks and Rights-of-Way Ordinance" provides the authority for the City Council to order the installation, replacement, or repair of sidewalks in any area of the City.

Under current policy, the City enters into a contract with a concrete sidewalk contractor for the construction, reconstruction, or repair of public sidewalks. The property owner is typically given 30 to 45 days to install the sidewalk on their own. Based upon past experience, the Office of Engineering typically recommends a 45-day notice period. If the property owner does not install the sidewalk within the prescribed period, the City's contractor performs the work and the property owner is invoiced by the City once the work is completed. A five-year payment plan is offered through a Consent Special Assessment. Information is provided to the property owner via the attached sample letter.

Over the past year, the City has targeted areas for the elimination of sidewalk gaps along a number of city major roads. These target areas were included in the proposed 2019 Sidewalk Gap Completion Project solicited for bids. The contract for City Project #18-303 was broken out into two sections. Section I of the contract includes the construction of sidewalk along the following major roads: Dequindre Road, Clinton River Road, Saal Road, Van Dyke Avenue, and Irving Drive. Section II of the contract encompasses the completion of the sidewalk gaps on the south side of 18 Mile Road, between Van Dyke Avenue and Mound Road.

TECHNICAL INFORMATION: Further information of the areas in Section I of the contract is noted below:

Dequindre Road, between 17 Mile Road and 18 Mile Road: 20 parcels are in the program, which would complete all sidewalk gaps in the mile stretch. Additionally, completion of these gaps would complete Dequindre Road sidewalk from 14 Mile Road to M-59.

Clinton River Road, between Saal Road and Hayes Road: Nine parcels are in the program, which would complete all sidewalk gaps on the south side of the road over this stretch of road. Additionally, the parcel on the northwest corner of Hayes Road and Clinton River Road are in the 2019 Sidewalk Gap Completion Program.

Saal Road, from Clinton River Road to 19 Mile Road: Seven parcels are in the program, which would complete all sidewalk gaps on the east side of the road. Additionally, the two gaps on the west side of the road at the cemeteries between 19 Mile Road and Graebner Elementary
School are in the program.

Van Dyke, 18½ Mile Road to M-59: Three parcels are in the program and would complete the sidewalk and provide continuous sidewalk on both sides of the road over this 1.5-mile stretch of roadway.

Irving Drive, east of Van Dyke Avenue: One parcel is in the program to complete the sidewalk on the north side of the road.

Section II of the contract contains sidewalk gap construction on the south side of 18 Mile Road, between Mound Road and Van Dyke Avenue. In the fall of 2018 and winter of 2019, the City received multiple communications from motorists worried about pedestrians in the area walking on the shoulder of the road in darkness. The Police Department completed an analysis and found the situation to be as dangerous as presented through the communications received. The Police Department handed out reflective vests to these pedestrians to use as a temporary measure. In interviewing the pedestrians, it was found they were walking to and from their places of work from the bus stop(s) on Van Dyke Avenue. This sidewalk gap installation will provide a safe walking route for these pedestrians.

There are multiple steps needed to complete the sidewalk gap along 18 Mile Road. Award of a construction contract is one step. Other steps include easement acquisition, installation of a pedestrian crossing over CONRAIL tracks, and modification of the bridge over the Plumbrook Drain. Easements are in the process of being acquired to allow for the entire sidewalk to be constructed. The easement acquisition, once finalized, will be brought before City Council for approval. An agreement is needed with CONRAIL for them to install a pedestrian crossing over the train rails. The agreement is in process. Additionally, a separate contract will be presented at a later date for sidewalk improvements on the 18 Mile Road bridge over the Plumbrook Drain.

**STAFF ANALYSIS AND FINDINGS:** Bids for the subject project were due Tuesday, July 16, 2019 at 2:30 p.m. One bid was received in the amount of $468,314.50.

The sole bid was submitted by Audia Concrete Construction, Inc. Since only one bid was received, a thorough review and analysis of the bid was performed. The project was posted on MITN for bids and advertised in accordance with Office of Engineering standards. Twenty-nine companies downloaded bid documents, of which at least 14 were concrete contractors that could bid the project as prime contractors. The plan holders are viewable by all bidders so it is believed Audia Concrete Construction, Inc. was making a competitive bid in anticipation of multiple bidders. It has been seen in the current market for construction a low amount of bidders due to the volume of work currently out. This could explain the lack of bids despite the high number of bid document downloads.

A review of Audia’s bid pricing has been completed. The bid was compared to the 2019 Sidewalk Replacement low bid opened on May 15, 2019 for City Project #19-350. The removal
and replacement cost per square foot of 4” sidewalk for City Project #19-350 was $5.50. The new 4” sidewalk installation cost including excavation for this program was bid at $7.00 per square foot. This cost is 27% higher but somewhat comparable based on the difference in quantity and economies of scale (147,400 square feet for City Project #19-350, 26,375 square feet for this program), geographic location differences (City Project #19-350 is compacted work and allows for higher production), and excess cost of dirt removal, grading, and forming needed for sidewalk gap work that is included within the unit price of the sidewalk. The difference in cost of 6” concrete sidewalk is small. The cost per square foot for City Project #19-350 is $7.00 and the cost per square foot for this contract is $7.50.

Audia Concrete Construction, Inc. has submitted a list of references and listing of current work. The Office of Engineering completed a reference check which proved satisfactory. In addition, the Office of Engineering is familiar with Audia Concrete Construction, Inc. as they have performed sidewalk work for the City in past.

This project is adequately funded within the current City budget.

STAFF RECOMMENDATION:

The Office of Engineering recommends awarding only Section II of the contract due to the urgency to provide a safe route for 18 Mile Road pedestrians. It is recommended that Section I of the project scope be re-bid in the future at a time that can provide a more favorable bidding climate and where multiple bids can be received to reduce costs for both the City and the 40 property owners whose parcels are predominately residential. The cost of proceeding with Section I will result in substantial costs to these residents.

The Office of Engineering recommends the project award to Audia Concrete Construction, Inc.

Also, the Office of Engineering recommends that City Council adopt the resolution as required by §48-6(E) of the City Code.

Please refer the Suggested Actions on the accompanying Agenda Statement.

Cc: Jason Castor, City Development Director
    Mary Jaganjac, City Treasurer
    Adam LaClair, Construction Coordinator
    Jing Lin, Civil Engineer I
NOTIFICATION LIST

Audia Concrete Construction, Inc.
2985 Childs Lake
Milford, MI 48381
raudia@audiaconstructioninc.com
2019 SIDEWALK GAP COMPLETION PROGRAM
PROJECT LOCATION - SECTION II

SECTION II OF CONTRACT

16

MILE ROAD

6070, 6170, 6222, 6300, 6600,
6750, 6950, 7200 18 MILE

NINETEEN MILE ROAD

SEVENTEEN MILE RD.
RESOLUTION

Resolution made and adopted at a _____________ meeting of the Council of the City of Sterling Heights, Macomb County, Michigan, held at the City Offices on the __________ day of ________________, 2019.

Members Present: ____________________________________________________________

____________________________________________________________________________

Members Absent: ______________________________________________________________

The following preamble and resolution was offered by Member ________________ and supported by Member ________________:

WHEREAS, the City of Sterling Heights desires to provide for the construction, reconstruction, or repair of public sidewalks at those locations identified on the attached "Exhibit A" in accordance with the current City of Sterling Heights "Sidewalk Policy" if such improvements are not completed by the property owners within the time frame specified by ordinance or otherwise established by resolution of the City Council; and,

WHEREAS, §48.6 – (E) of the "Street, Sidewalks, and Rights-of-Way Ordinance" allows the City to require such improvements and invoice the cost of such improvements to the property owners if such improvements are not completed by the property owners within the time frame specified by ordinance or otherwise established by resolution of the City Council.

NOW, THEREFORE, be it resolved that:

1. The Council of the City of Sterling Heights resolves to require the property owner(s) of the lot and premises identified on "Exhibit A" to construct, reconstruct, or repair sidewalks adjacent to or abutting upon such lot and premises.
2. City Council directs the City Engineer to cause a notice of same to be sent by first class mail to the property owner(s) of the lot and premises identified on "Exhibit A," as determined from the tax rolls of the City, requiring such property owner(s) to construct, reconstruct or repair in accordance with City specifications, such sidewalk as is required by this resolution, within forty-five (45) days of the date of the notice. It shall be within the discretion of the City Engineer as to the date for serving the required notice.

3. The notice shall also state that if the property owner(s) shall fail to comply with such order within the specified time, then the City shall construct, reconstruct, or repair such sidewalk and charge the expense thereof to the lot and premises and the property owner(s) thereof, together with an administrative charge not to exceed the amount established by ordinance to cover administrative, bidding, engineering, and collection expenses.

AYES:______________________________________________
NAYS:______________________________________________
ABSTAINED:________________________________________
ABSENT:____________________________________________

Resolution declared and adopted.

CERTIFICATION

I hereby certify that the above Resolution is a true and correct copy of a resolution entered in the Minutes of the Sterling Heights City Council, held at a meeting of said Council on the __________ day of ________________, 2019.

________________________________________
Melanie Ryska, City Clerk
EXHIBIT A
2019 SIDEWALK GAP COMPLETION PROGRAM CP18-303

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<td>101016200010</td>
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City $25,376.00 w/o 20%
City $30,451.20 w/ 20%
Resident $87,486.00
Total $117,937.20 w/20%
August 7, 2019

«Mst_OwnerName1»
«Mst_OwnerStreetAddress»

RE: Sidewalk Installation, Sidwell No. «Par_ParcelNumber» - «Mst_PropAddressNumber»
«Mst_PropAddressStreet»

Dear Property Owner:

On August 6, 2019 the City Council of the City of Sterling Heights adopted a resolution requiring the installation of a public sidewalk across frontage of the above-referenced property. According to City Code Chapter 48, Section 48-6, this letter shall serve as notice to construct a 5-foot wide concrete sidewalk within forty-five (45) days of the date of this letter.

The owner of the property abutting the sidewalk to be constructed, reconstructed or repaired shall have fifteen (15) days from the date of the notice to appeal to the City of Sterling Heights Ordinance Board of Appeals the determination that the sidewalk should be constructed, reconstructed or repaired at the location indicated on the engineering drawings. If the Ordinance Board of Appeals, upon appeal, determines that the construction, reconstruction or repair at the location indicated on the engineering drawings is unnecessary or not within the interest of public safety of the City, the sidewalk need not be constructed, reconstructed or repaired at that time at the location indicated on the engineering drawings. Contact Jing Lin at (586) 446-2735 if you have any questions pertaining to the Ordinance Board of Appeals.

Failure to construct this sidewalk within the thirty (30) days specified will result in the City constructing the sidewalk and charging the expense of such to the premises and the owner thereof. Should you elect to have the City construct the sidewalk the approximate cost to construct the sidewalk across your frontage is «Amount». Actual costs will be determined once construction is complete. This amount includes as bid construction costs plus an administrative charge of twenty percent (20%) to cover administrative, bidding, engineering, and inspection expenses. Upon completion of the sidewalk installation, you will be billed for the actual costs incurred.

You will have the option of paying the invoice for the total cost of the improvement or joining a Special Assessment District, whereby you would be billed in equal installments on an annual basis for five (5) years at an interest rate of 6% per year by signing a Special Assessment Agreement. This is not an invoice. Invoices and Special Assessment Agreement forms will be sent in the summer of 2020 and after the project is complete and exact costs are determined.

Should you pursue the installation of the sidewalk on your own, the requirements on the attached “Sidewalk Gap Completion Program by Property Owner” letter must be met.
Should you have any questions or wish to discuss this matter in further detail, please contact this office at (586) 446-2720.

Very truly yours,

Brent Bashaw, P.E.
City Engineer

BB/ks

Enclosures:  City Ordinance 48-6
              Sidewalk Gap By Owner Requirements

cc:  Mark Vanderpool, City Manager
     Jeff Bahorski, Assistant City Manager
     Melanie Ryska, City Clerk
     Michael Moore, Public Works Director
     Adam LaClair, Construction Coordinator
48-6. SIDEWALKS.

(A) It shall be unlawful to install, construct, repair or reconstruct any sidewalk within the right-of-way without first having secured the permission of the city and having secured a permit as required under this article or any other applicable ordinance.

(B) All sidewalks shall conform with the applicable provisions of Chapter 11, Article X of the City Code, the zoning ordinance (Appendix A to the City Code), and the subdivision regulations (Appendix B of the City Code).

(C) The City Council may order the construction, reconstruction or repair of sidewalks in any designated area within the city if it is in the interest of the health, safety and welfare of the city or perform or have performed on its behalf the construction, reconstruction or repair.

(D) The City Council shall determine whether the sidewalks to be constructed, reconstructed or repaired shall be paid for by invoice to the abutting property owners or by special assessment to the abutting property owners.

(E) The City Council may, by resolution, require the owners of lots and premises to construct, reconstruct or repair sidewalks adjacent to or abutting upon such lots and premises. When any such resolution is adopted, it shall be the duty of the City Engineer to cause a notice of same to be sent by first class mail to all owners of lots affected as determined from the tax rolls of the city to the owner or owners of the lots and premises in front of or adjacent to which the sidewalk is to be constructed, reconstructed or repaired requiring such owner or owners to construct, reconstruct or repair in accordance with city specifications such sidewalk as is required by such resolution within 30 days of the date of the notice, unless a different time is specified in the resolution of the City Council. A notice shall also state that if any owner shall fail to comply within the specified time, then the city shall construct, reconstruct or repair such sidewalk and charge the expense thereof to the premises and the owner thereof, together with an administrative charge established by the annual appropriations ordinance to cover administrative, bidding, engineering and collection expenses.

(F) The owner of the property abutting the sidewalk to be constructed, reconstructed or repaired shall have 15 days from the date of the notice to appeal the determination that the sidewalk should be constructed, reconstructed or repaired. If the Ordinance Board of Appeals, upon appeal, determines that the construction, reconstruction or repair is unnecessary or not within the interest of public safety of the city, the sidewalk need not be constructed, reconstructed or repaired at that time.

(G) If the owner of any property fails to construct, reconstruct or repair in accordance with the city specifications any particular sidewalk described in the notice and within the time period and in the manner required thereby, the City Engineer is authorized and required, immediately after the expiration of the time period provided for the construction, reconstruction or repair by the owner, to cause such sidewalk to be constructed, reconstructed or repaired with the expense thereof to be charged to such property and the owner thereof, together with the administrative charge hereinbefore provided. The charge shall constitute a lien against the property abutting the sidewalk and shall be collected as a special assessment.

(H) The City Council may provide that the payment for the sidewalks to be constructed, reconstructed or repaired shall be by special assessment. If the City Council decides to pay for such sidewalk by special assessments, the procedures set forth in Chapter 47 of this Code shall be followed.

(I) All sidewalks within the city shall be kept and maintained in good repair by the owner of the property adjacent to and abutting upon the same. Whenever the City Engineer determines that a sidewalk is unsafe, he or she shall cause written notice thereof to be given by first class mail to the owner of abutting property as determined from the tax rolls. If any owner shall neglect to keep and maintain in good repair the sidewalk adjacent and abutting upon his or her property, then the owner shall be liable to the city for any damages recovered against the city sustained by any person by reason of the sidewalk being unsafe and in a state of disrepair.

SIDEWALK GAP COMPLETION PROGRAM BY PROPERTY OWNER

For those individuals wishing to install their own sidewalk under the Sidewalk Gap Completion Program, applicant must submit to the Office of Engineering the following information:

1. Right-of-Way Permit Application, fees (including inspection deposit) and insurance.
2. Survey prepared by a registered land surveyor.
3. Proposed location for the sidewalk (one foot off ultimate property line) on a survey provided by a registered land surveyor.
4. Existing and proposed elevations of the sidewalk (sidewalks will generally be aligned and match sidewalks on adjoining properties. If no sidewalks exist on adjoining property, proposed sidewalk should be above the curb if one exists. You may need to regrade or install swales and/or culverts to provide for proper drainage.)
5. Location of any structures, trees, landscaping, driveway approaches, hydrants, culverts, stop boxes, etc.
6. Where the sidewalk crosses an existing drive approach, the sidewalk elevation must meet that of the drive approach. Where an asphalt drive approach exists, the asphalt must be removed and replaced with concrete sidewalk (6” thick for residential, 8” thick for commercial, 9” thick if in County right-of-way).
7. The plans will be reviewed and approved by the Office of Engineering before a permit will be issued and construction can begin.
8. Property owner must obtain permits from the County Road Commission or Michigan Department of Transportation (MDOT) whenever the sidewalk is located in a County or MDOT right-of-way.
9. Applicant must have a registered surveyor stake the property lines and sidewalk location. Owner will call the Office of Engineering to schedule full-time inspection 48 hours prior to start of construction.
10. Upon completion of all work, including restoration, applicant shall obtain a Certificate of Completion.

NOTES:

1. All sidewalks must be completed by the expiration date noted in Engineering’s notification letter or the City will complete the installation of the walks.
2. Waivers for going around trees, landscaping, stones or other objects must be approved by the Ordinance Board of Appeals. (Application available at the Office of Building Services.)
3. Where fire hydrants, utility poles and/or guy wires are in the way, the property owner must relocate the fire hydrant at his own expense and coordinate relocation of other obstacles with the appropriate utility company.
4. Corner lots must provide handicap ramps in accordance with the Engineering Design Standards.
SIDEWALK POLICY

LOCATION

Public sidewalks are required in residential and commercial areas, and in industrial areas where deemed necessary by the Office of Planning.

SPECIFICATIONS

Sidewalks shall be 5.0 feet wide, 4.0 inches thick, (6.0-8.0 inches at driveways) concrete on compacted sand backfill and located 1.0 foot from the ultimate right-of-way limit. The sidewalk and one foot clear zone on either side of the sidewalk shall be pitched at the rate of $\frac{1}{4}$ inch/foot toward the street and shall be a minimum of 0.5 feet above the ultimate top of curb location. Public right-of-way must be acquired for all public sidewalk installations if the right-of-way does not exist. The sidewalk may not be meandered if a tree exists in the proposed alignment. The tree must be removed or a variance granted from the Ordinance Board of Appeals. Permanent objects shall be a minimum of 1.0 foot away from the edge of the sidewalk to include fire hydrants, power poles, trees, sign posts. The design of sidewalks, including horizontal and vertical alignment, shall be in accordance with "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" by the American Association of State Highway and Transportation Officials and "AMERICANS WITH DISABILITY ACT ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES" (ADAAG).

MAINTENANCE RESPONSIBILITY

The property owner is responsible to maintain all sidewalks adjacent to their property to include frontage, sideage and major road frontage to include the removal of snow, ice, grass, debris and other obstructions. Property owners shall notify the Office of Public Works of any defects as soon as discovered.

REPLACEMENT/REPAIR

Any sidewalk that is in disrepair at the judgment of the City Engineer or his designee shall be removed and replaced.

Sidewalk slabs that are lifted $\frac{3}{4}$ inch or greater shall be patched within 48 hours of notification by the Office of Public Works. An asphalt patch is considered to be a temporary measure only.

Homeowners filling vertical displacements or cracks by "ramping" with mortar or other material is not considered a permanent repair.

"Mud jacking" of sidewalk slabs will not be performed by the City but may be done by the homeowners.

Revised May 2019
SIDEWALK POLICY

A property owner will be given forty-five (45) days to replace the sidewalk after served notice by the city. A permit must be obtained from the Building Office if the property owner is to do the actual sidewalk replacement himself or the property owner may elect to have a private contractor perform the work. All private contractors must have a valid Michigan Builders License. Property owners and private contractors must obtain a sidewalk permit at a cost of $121.00.

REPLACEMENT CRITERIA GUIDELINES

Sidewalk should not be required to be replaced on the basis of appearance only. The basis of the type and severity of the hazard presented needs to be considered.

Sidewalk should be replaced on the basis of an existing hazard and not on the basis of what may happen to the sidewalk in the future.

A combination of small defects that, when considered individually might not cause an area to be replaced, should cause replacement when occurring together.

If a concrete sidewalk does not exist through an asphalt driveway, new sidewalk shall be installed if the asphalt driveway exhibits any of the following conditions:

CONDITIONS WHICH MAY REQUIRE SIDEWALK REPLACEMENT

1. Asphalt patch
2. Surface deterioration
3. Tree root damage
4. Horizontal separation of approximately ½" or vertical lift/depression/separation of approximately ¾"
5. Deterioration of sidewalk joints resulting in crumbling
6. Single crack - any crack being approximately ¼" or more in width
7. Multiple cracks - 3 or more cracks of any width in one flag
8. Puddling - if the surface of the walk contains a "dished" area causing a potential water puddle of approximately ½" in depth or more, and the "dished" area being approximately one square foot or more.
9. Scoring - if the walk surface contains any score, or gouge, being approximately ½" deep or more and if the surface presents inscriptions of any type regardless of the depth or size of the inscription (except required seal of contractor).
10. Pop-outs - if the surface of the flag presents a void underneath.
11. Pitch - if any walk varies from the required ¼" per foot transverse (1" per foot longitudinal) or if the walk is not pitched toward the street.
12. Any sidewalk that due to the surrounding circumstances can be reasonably considered unsafe. This is a judgment call by the City.
SIDEWALK POLICY

HOMEOWNER COSTS
The property owner is required to pay for all costs associated with the removal and replacement of defective sidewalk. This shall include inspections, contractor costs, and administration (percentage as established by ordinance). Repairs performed by the Office of Public Works will not be charged to the property owner. Homeowners shall pay for 100% across frontage, 60% of the first 150 feet of sideyard, 100% of over 150 feet of sideyard, and 0% of reyard. If the homeowner elects to replace sidewalk within the first 150 feet of sideyard on his own, the City will not reimburse the homeowner.

If the sidewalk is damaged from the roots from a tree/shrub/bush on private or public property, the homeowner shall pay for 100% of the costs.

Any objects to include trees, shrubs, fences, poles, rocks, landscaping timbers within 1.0 foot of the existing or proposed sidewalk shall be removed at the City's discretion at the sole cost to the homeowner.

The homeowner shall have two options for payment for sidewalk installed by the City's contractor:

1) Pay the amount due upon receipt of invoice,
2) Enter into a Special Assessment agreement. This option allows the homeowner to make five annual payments with an interest rate of 6% per year.

If neither the invoice is paid nor the Special Assessment option taken, the unpaid balance will be included as a lien on the following years tax bill.

Property owners may appeal the decision of the City to the Ordinance Board of Appeals within 15 days of notice to replace if undue hardship or practical difficulty may result from strict compliance with specific provisions or requirements.

CITY COSTS
The City shall pay for all expenses associated with the patching, removal and replacement of sidewalk ramps. In addition, the City shall pay 100% for sidewalks that need to be replaced that are directly damaged as a result of the location of a water gate valve or manhole, 40% of all sidewalks along a sideyard that are less than 150 feet in length, and 100% of all reyard sidewalk replacements. The City will invoice other public utility companies if their structures resulted in the sidewalk needing to be replaced. General Fund or Act 51 funds may be utilized for all City costs.
SIDEWALK POLICY

ADMINISTRATIVE PROCEDURE

The Office of Engineering shall prepare a list of those sidewalk locations that can reasonably be replaced in one year for review by the Public Development Director. City Council shall determine whether a special assessment district (SAD) or bill by invoice procedure will be established.

INSPECTION

The City Inspector shall visually inspect all sidewalk areas within the proposed area and mark an "X" on each flag to be repaired.

SIDEWALK REPAIR PROGRAM WARRANTY POLICY

The city's contractor shall provide, for a period of four (4) years from the date of approval of the Final Estimate, to repair any defect in all the work done under the contract, either by them, their subcontractors, or their material suppliers, that may develop due to improper materials, defective equipment or workmanship. Any defects that are identified after two years will be evaluated. If a defective sidewalk is identified or confirmed, the defective walk will be replaced at no cost to the homeowner. The defective walk warranty will expire after four (4) years unless the defect is caused by tree roots.

Flags of sidewalk which have previously been replaced as part of the City's Sidewalk Replacement Program due to street tree root damage are warranted for a 10-year period. Should tree roots from the city street tree raise the sidewalk again within 10 years, those flags of sidewalk will be replaced at no charge to the homeowner. The determination as to if the sidewalk requires replacement will be made on the basis of the existing sidewalk replacement criteria.
# Bid Tabulation

**City of Sterling Heights**  
**BID TABULATION**  
Bid Opening Date: July 16, 2019 at 2:30 p.m.

## 2019 Sidewalk Gap Completion Program  
City Project #18-303

<table>
<thead>
<tr>
<th>ITEM/DESCRIPTION</th>
<th>CONTRACT</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section I: Miscellaneous Sidewalk</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. 4&quot; Concrete Sidewalk</td>
<td>26,375 SFT</td>
<td>7.00</td>
<td>184,625.00</td>
</tr>
<tr>
<td>2. 6&quot; Concrete Sidewalk</td>
<td>1,315 SFT</td>
<td>7.50</td>
<td>9,862.50</td>
</tr>
<tr>
<td>3. Sidewalk Removal</td>
<td>935 SFT</td>
<td>5.00</td>
<td>4,675.00</td>
</tr>
<tr>
<td>4. ADA Detectable Warning Strip</td>
<td>54 LF</td>
<td>150.00</td>
<td>8,100.00</td>
</tr>
<tr>
<td>5. Fill &amp; Grade</td>
<td>5 CY</td>
<td>70.00</td>
<td>350.00</td>
</tr>
<tr>
<td>6. Adjust Structure</td>
<td>2 EA</td>
<td>700.00</td>
<td>1,400.00</td>
</tr>
<tr>
<td>7. 2' I.D. Inlet w/ EJIW #1170 'N' frame and cover</td>
<td>3 EA</td>
<td>2,000.00</td>
<td>6,000.00</td>
</tr>
<tr>
<td>8. Tree Trimming</td>
<td>2 EA</td>
<td>500.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>9. Concrete Drive Removal</td>
<td>148 SFT</td>
<td>5.00</td>
<td>740.00</td>
</tr>
<tr>
<td>10. Sprinkler, Rotary Head</td>
<td>10 EA</td>
<td>200.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>11. Sprinkler, Spray Head</td>
<td>10 EA</td>
<td>150.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td>12. Sprinkler Pipe, 3/4&quot; Poly Pipe</td>
<td>50 LF</td>
<td>15.00</td>
<td>750.00</td>
</tr>
<tr>
<td>13. Sprinkler Pipe, 1&quot; Poly Pipe</td>
<td>50 LF</td>
<td>16.00</td>
<td>800.00</td>
</tr>
<tr>
<td>14. Inlet Filter</td>
<td>4 EA</td>
<td>170.00</td>
<td>680.00</td>
</tr>
<tr>
<td>15. Storm Sewer Tap, 8&quot;</td>
<td>1 EA</td>
<td>700.00</td>
<td>700.00</td>
</tr>
<tr>
<td>16. Install Swale &amp; Regrade</td>
<td>77 LF</td>
<td>30.00</td>
<td>2,310.00</td>
</tr>
<tr>
<td>17. 6&quot; Schedule 40 PVC</td>
<td>21 LF</td>
<td>60.00</td>
<td>1,260.00</td>
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<td>18. 8&quot; Schedule 40 PVC</td>
<td>154 LF</td>
<td>70.00</td>
<td>10,780.00</td>
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<tr>
<td>19. Color Audio-Video Recording of Project Area</td>
<td>1 LS</td>
<td>3200</td>
<td>3,200.00</td>
</tr>
<tr>
<td>20. Restoration, 4&quot; Topsoil, Fertilizer, Seed &amp; Hydroseeding</td>
<td>1,696 SFT</td>
<td>2.00</td>
<td>3,392.00</td>
</tr>
<tr>
<td>21. Restoration, 3&quot; Topsoil &amp; Class A Sod</td>
<td>100 SFT</td>
<td>4.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

*Audia Concrete Construction  
2985 Childs Lake  
Milford, MI 48381*
## CITY OF STERLING HEIGHTS

### BID TABULATION

**Bid Opening Date:** July 16, 2019 at 2:30 p.m.

### 2019 Sidewalk Gap Completion Program

City Project #18-303

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### Audia Concrete Construction

2985 Childs Lake

Milford, MI 48381

---

**ITEM/DESCRIPTION** | **CONTRACT UNIT AMOUNT** | **UNIT QUANTITY** | **PRICE** | **AMOUNT**
--- | --- | --- | --- | ---
22. Concrete Curb and Gutter Removal | 48 LF | 15.00 | 720.00
---
23. Concrete Curb and Gutter | 48 LF | 52.00 | 2,496.00
---
24. Traffic Control | 1 LS | 38,000.00 | 38,000.00
---
25. Soil Erosion and Sedimentation Control and Clean-up | 1 LS | 12,000.00 | 12,000.00
---
26. MCDoR Permit Allowance | 1 LS | 1,000.00 | 1,000.00
---
27. OCRC Permit Allowance | 1 LS | 1,000.00 | 1,000.00
---

**SUBTOTAL - SECTION I**

299,740.50

---

### Section II: 18 Mile Road Sidewalk

1. 4" Concrete Sidewalk | 13,955 SFT | 7.00 | 97,685.00
---
2. 6" Concrete Sidewalk | 486 SFT | 7.50 | 3,645.00*
---
3. Sidewalk Removal | 100 SFT | 5.00 | 500.00
---
4. ADA Detectable Warning Strip | 16 LF | 150.00 | 2,400.00
---
5. Fill & Grade | 60 CY | 38.00 | 2,280.00
---
6. Adjust Structure | 1 EA | 700.00 | 700.00
---
7. Rebuild Structure | 2 LF | 1,000.00 | 2,000.00
---
8. End Section with Bar Screen | 1 EA | 800.00 | 800.00
---
9. Proposed Tree, 2" Cal Autumn Brilliance Service Berry | 5 EA | 800.00 | 4,000.00
---
10. Tree Trimming | 1 EA | 500.00 | 500.00
---
11. Tree Removal (6" - 12") | 7 EA | 800.00 | 5,600.00
---
12. Sprinkler, Rotary Head | 10 EA | 200.00 | 2,000.00
---
13. Sprinkler, Spray Head | 10 EA | 150.00 | 1,500.00
---

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Page 2
## CITY OF STERLING HEIGHTS

### BID TABULATION

2019 Sidewalk Gap Completion Program  
City Project #18-303

Bid Opening Date: July 16, 2019 at 2:30 p.m.

---

### 2019 Sidewalk Gap Completion Program  
City Project #18-303

**Audia Concrete Construction**  
2985 Childs Lake  
Milford, MI 48381

<table>
<thead>
<tr>
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<td></td>
<td>QUANTITY</td>
<td>PRICE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Sprinkler Pipe, 3/4&quot; Poly Pipe</td>
<td>50 LF</td>
<td>16.00</td>
<td>800.00</td>
</tr>
<tr>
<td>15. Sprinkler Pipe, 1&quot; Poly Pipe</td>
<td>50 LF</td>
<td>17.00</td>
<td>850.00</td>
</tr>
<tr>
<td>16. Install Swale &amp; Regrade</td>
<td>135 LF</td>
<td>30.00</td>
<td>4,050.00</td>
</tr>
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<td>60.00</td>
<td>840.00</td>
</tr>
<tr>
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<td>1 LS</td>
<td>1,200.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>19. Restoration, 4&quot; Topsoil, Fertilizer, Seed &amp; Hydroseeding</td>
<td>2,500 SFT</td>
<td>2.00</td>
<td>5,000.00*</td>
</tr>
<tr>
<td>20. Restoration, 3&quot; Topsoil &amp; Class A Sod</td>
<td>100 SFT</td>
<td>4.00</td>
<td>400.00</td>
</tr>
<tr>
<td>21. Concrete Curb and Gutter Removal</td>
<td>72 LF</td>
<td>15.00</td>
<td>1,080.00</td>
</tr>
<tr>
<td>22. Concrete Curb and Gutter</td>
<td>72 LF</td>
<td>52.00</td>
<td>3,744.00</td>
</tr>
<tr>
<td>23. Traffic Control</td>
<td>1 LS</td>
<td>19,000.00</td>
<td>19,000.00</td>
</tr>
<tr>
<td>24. Soil Erosion and Sedimentation Control and Clean-up</td>
<td>1 LS</td>
<td>7,000.00</td>
<td>7,000.00</td>
</tr>
<tr>
<td>25. MCDoR Permit Allowance</td>
<td>1 LS</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL - SECTION II**  
168,574.00*

**TOTAL - SECTION I & SECTION II**  
468,314.50*

* Adjusted by Office of Engineering
AGENDA STATEMENT

Item Title: To approve a Revocable License Agreement between the city of Sterling Heights and Gibson Drain Drainage District.

Submitted By: City Development Department

Contact Person/Telephone: Jason Castor, City Development Director - 586.446.2731

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

Executive Summary

At the June 4th, 2019 regular meeting, the City Council awarded a bid for the construction of a 2.0 mile nature trail between Joseph J. Delia, Jr. Major Park and the Sterling Heights Nature Preserve. The proposed trail route follows the course of two drains, the Gibson Drain and the Plumbrook Drain. In the course of planning for the construction of the trail, the City’s architectural firm, through its engineer Nowak & Fraus Engineers, reached out to the Macomb County Public Works Office (MCPWO) to inquire as to any permitting or approval requirements. The initial response was that no permits or approvals would be needed.

Subsequently, the City Development Department received notice from the MCPWO that a license would be needed from the Gibson Drain Drainage District to place any part of the nature trail within a very old fifty foot (50’) drainage easement that encumbered the City’s property in Joseph J. Delia, Jr. Park. Although only a small portion of the nature trail in Joseph J. Delia, Jr. Park will be located within the drainage easement for the Gibson Drain, the MCPWO is requiring a license. A license is not an interest in property; rather, it is a right of access and/or use granted by the licensor exclusively for the benefit of the licensee.

Although the proposed Revocable License to Use Drainage Easement has no fee associated with it, a duty to indemnify the Gibson Drain Drainage District, Macomb County, and the MCPWO is provided for by the license’s terms and conditions. Consistent with past practice, any agreement imposing a duty to indemnify requires City Council approval. The City Attorney has reviewed the Revocable License to Use Drainage Easement and has no objection to its approval. Because the City has insurance for any claims arising from the proposed use within the drainage easement, there is no greater exposure to liability.

Similar to the Gibson Drain, the MCPWO has indicated that there is no recorded drainage easement for the Plumbrook Drain that runs south from the Nature Preserve to Joseph J. Delia, Jr. Park. However, in the event that such an easement should exist, and a license is needed from the MCPWO in connection with nature trail installation along the route of the Plumbrook Drain, request is being made
to authorize the City Manager to sign said license on behalf of the City provided the terms and conditions are materially the same as the license being approved for the Gibson Drain easement and the City Attorney approves it.

**Suggested Action:**

Resolved, to approve the Revocable License Agreement between the city of Sterling Heights and Gibson Drain Drainage District and authorize the City Manager to sign it and any future license agreement in conjunction with the installation of the nature trail along the Plumbrook Drain, upon approval by the City Attorney.
REVOCABLE LICENSE TO USE DRAIN EASEMENT

This Revocable License to Use Drain Easement is made this _____ day of July, 2019, by and between the GIBSON DRAIN DRAINAGE DISTRICT1, whose address is 21777 Dunham Road, Clinton Township, Michigan, 28036 (hereinafter referred to as the “DISTRICT”) and the city of Sterling Heights, a Michigan municipal corporation, whose address is 40555 Utica Road, Post Office Box 8009, Sterling Heights, Michigan 48311-8009 (hereinafter referred to as “LICENSEE”).

WHEREAS, LICENSEE is the owner of land located in Sterling Heights, Michigan, identified as Parcel Nos. 10-10-07-400-002 and 10-10-07-400-016, and legally described, as:

10-10-07-400-002: T2N, R12E SEC 7 E 60 ACRES OF W 100 ACRES OF SE 1/4 SEC 7 60 A.

10-10-07-400-016: T2N, R12E, SEC 7, COMM AT SE COR SEC 7, TH N0*50'E 1368.7 FT TO PT OF BEG; TH N89*10'W 814.86 FT; TH N0*57'E 1271.75 FT; TH N89*29'E 812.5 FT; TH S0*50'W 1290.85 FT TO PT OF BEG. 23.94 A

WHEREAS, the DISTRICT possesses and controls within in its jurisdiction a 50 foot wide permanent drain easement for the GIBSON DRAIN, which traverses a portion of LICENSEE’S property.

WHEREAS, LICENSEE desires to use portions of the DISTRICT’s easement to place a crushed stone gravel pathway, trees and landscaping for public pedestrian foot and bike travel (“Encroachment”) in the location described and depicted in Exhibits A, B and C (“License Area”).

WHEREAS, the DISTRICT is willing to license and permit the LICENSEE a revocable license to install the Encroachment within the License Area.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the DISTRICT hereby authorizes and grants the LICENSEE a revocable license to maintain the Encroachment within the License Area, subject to the following terms and conditions:

1 a special purpose public corporation organized and existing pursuant to Act 40 of Michigan Public Acts of 1956, as amended, the Drain Code, Michigan Compiled Laws 280.1 et seq.,
1. It is the intention of the DISTRICT by granting this License to give only a personal privilege to install and maintain said Encroachment within the License Area which may be revoked at any time at the discretion of the DISTRICT. It is not the DISTRICT’S intention to create or grant any permanent easement or covenant right or interest in the drain easement for the benefit of the LICENSEE.

2. LICENSEE recognizes and agrees that is licensed to utilize the DISTRICT’S drain easement in the License Area only for the installation, maintenance, and use of the Encroachment, and that this license is subservient to the priority easement rights of the DISTRICT.

3. LICENSEE shall provide for the installation and maintenance of the Encroachment. LICENSEE agrees to maintain the Encroachment in a neat and clean condition at all times and to keep the property free of debris, noxious materials or conditions.

4. LICENSEE shall comply with all governmental laws, ordinances and regulations in making use of the License Area.

5. LICENSEE shall indemnify, defend and hold the DISTRICT, Macomb County, the Macomb County Public Works Office, and their respective officers, contractors, agents, and employees harmless from any and all liability, damages and/or costs arising from the use of the License Area and the DISTRICT’S easement by LICENSEE, and its officers, agents, employees, assigns, guests or others upon the easement at the LICENSEE’S invitation, permission or otherwise.

6. LICENSEE shall not use the easement in any manner that could interfere with the operation of the drain or increase the cost to the DISTRICT of performing any work on the drain. If it becomes necessary, in the sole discretion of DISTRICT, to use the subject drain easement for its intended purposes, including, but limited to maintaining, repairing, cleaning, enlarging, extending or improving the drain and its facilities, LICENSEE shall within sixty (60) days after receiving written notice from DISTRICT, cease such maintenance of the Encroachment and remove the Encroachment within the License Area no cost to the DISTRICT. LICENSEE shall bear all costs of removal of the Encroachment and restoration of the License Area.

7. The License shall immediately terminate upon non-compliance with the terms and conditions set forth. If LICENSEE fails to remove the Encroachment or if the DISTRICT, in its sole discretion determines that immediate removal of the Encroachment is justified, it shall have the right to enter LICENSEE’S property on its own initiative and without notice or further notice and remove the Encroachment at LICENSEE’S expense. If LICENSEE fails to reimburse the DISTRICT for removal of the Encroachment and restoration of the License Area within 60 days after receiving a written invoice and demand for the removal and
restoration from the DISTRICT, the DISTRICT shall have the right to place a lien on LICENSEE’S property for the cost of removal and restoration and the DISTRICT may also seek to any other right or remedy to which the DISTRICT may be entitled under the law.

8. The License is personal to LICENSEE and it does not run with the land. If LICENSEE sells or leases the property on which the easement traverses, this License shall become voidable and unenforceable in the discretion of the DISTRICT, unless it is assigned to the new owner or tenant with the written consent of the DISTRICT, which shall be in the DISTRICT’S sole discretion. The assignment or termination of this License shall no operate to release the LICENSEE herein from its obligations to indemnify, defend and hold the DISTRICT harmless.

9. The parties by mutual agreement or by thirty (30) days’ written notice to the other, may terminate the License for any reason or no reason at all, and LICENSEE upon giving or receipt of notice shall, within thirty (30) days, remove the Encroachments and restore the Licensed Area and DISTRICT’S easement so disturbed to the original condition existing prior to the commencement of the use, or as nearly as possible.

10. The LICENSEE understands and agrees that this License is subject to the rights of any utility which may now or in the future occupy the Licenses Area, and LICENSEE agrees to pay for, at its sole expense any and all utility relocation that may be required due to this Encroachment.

11. Certificate of Insurance or Self-Insurance. Within ten (10) days from the execution of this Agreement, LICENSEE shall provide a Certificate of Insurance (or Self-Insurance), acceptable to the DISTRICT, demonstrating that general liability coverage is available for any and all claims for public liability, bodily injury, or property damage arising out of, or in connection with, LICENSEE’S use of the License Area in the amount of One Million ($1,000,000) Dollars Comprehensive Single Limit. The DISTRICT shall be named as Additional Insured on the Certificate of Insurance required under this License. The following wording shall be used within the Certificate of Insurance:

   a. It is understood and agreed that the following shall be additional insureds: The District, Macomb County, the Macomb County Public Works Office, and their respective officers, contractors, agents, and employees. The coverage shall be primary to the Additional Insureds, and not contributing with other insurance or similar protection available to the Additional Insureds, or that said other available coverage be primary, contributing or excess.”
12. The License shall be recorded by the DISTRICT with the Macomb County Register of Deeds at the expense of the LICENSEE.

13. This License contains the entire agreement between the parties hereto, and the terms of this License are contractual and not a mere recital. The License incorporates all prior agreements and promises between the parties, whether written or oral.

14. There are no intended third-party beneficiaries to this Agreement. This Agreement shall not be read as a waiver of a party’s right to assert governmental immunity with respect to any claims made by third parties arising out of this Agreement.

15. If any provision of this License is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this License shall nonetheless remain in full force and effect.

16. This License cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

17. This License shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Macomb County, Michigan.

18. Any notice pursuant to this License shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) email with read receipt or facsimile transmission (provided that the receipt of such email or facsimiles transmission is confirmed), sent to the intended addressee at the address set forth on page 1 of this License, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Section, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section, or, in the case of email or facsimile transmission, upon read receipt.

[SIGNATURES ON PAGE TO FOLLOW]
IN WITNESS WHEREOF, the above parties have executed this License on behalf of the GIBSON DRAIN DRAINAGE DISTRICT and LICENSEE, respectively, by their duly authorized representatives and individually the date and year first above written.

LICENSEE:

City of Sterling Heights, a Michigan municipal corporation,

Sign:________________________________________ Date:________________________
Print Mark D. Vanderpool, City Manager

STATE OF MICHIGAN
COUNTY OF

On this ____ day of ________, 2019, before me, a Notary Public in and for said County, personally appeared __________________________________________________________

______________________________________________________________
To me known to be the same person described herein and who executed this instrument, who acknowledged the same to be their free act and deed

____________________________________ Notary Public

County of __________________________
Acting in the County of _________
My commission expires:___________
GIBSON DRAIN DRAINAGE DISTRICT

By: ___________________________________ Date: ________________
    Brian Baker
    Chief Deputy Macomb County
    Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF

On this ____ day of ________, 2019, before me, a Notary Public in and for Macomb County, personally appeared Brian Baker, Chief Deputy Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036, to me known to be the same person described herein and who executed this instrument, who acknowledged the same to be his free act and deed.

__________________________
Tamara Keskeny, Notary Public
Macomb County, Michigan
Acting in the County of Macomb
My commission expires: December 2, 2020

DRAFTED BY AND RETURN TO:

Office of the Macomb County Public Works Commissioner
  c/o Tamara Keskeny
  21777 Dunham Road
  Clinton Township, MI 48036
Date

Dear Licensee,

In addition to signing the attached License to Use, you must also sign below confirming that you understand and agree to the conditions related to the use of the drain easement encroachment.

LICENSEE:

City of Sterling Heights, a Michigan municipal corporation

Sign:________________________________________    Date:__________________
Print   Mark D. Vanderpool, City Manager
AGENDA STATEMENT

Item Title: To approve a cost sharing agreement between the City of Sterling Heights, City of Warren, and the Macomb County Department of Roads for asphalt resurfacing of 14 Mile Road, from Dequindre Road to Ryan Road (Estimated City Share of Project Cost - $330,000).

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

The Macomb County Department of Roads (MCDR) is proposing a cost sharing agreement (Agreement) for the asphalt resurfacing of 14 Mile Road, from Dequindre Road to Ryan Road. Since the project limits encompasses both eastbound and westbound lanes of traffic, the City of Warren is also participating in this Agreement. The estimated construction cost of the project, which includes construction cost, preliminary and construction engineering, and administrative charges is $3,520,000. It is anticipated that this project will be partially funded by Federal road funding in the amount of $2,200,000. The balance of the project cost, $1,320,000, will be prorated between the MCDR (50%), Sterling Heights (25%), and Warren (25%). The City’s estimated cost share is $330,000 ($3,520,000 total project cost less $2,200,000 Federal funds ($1,320,000) x 25% = $330,000).

The MCDR requires an advance deposit from the City upon approval of the Agreement. Funding in the amount of $500,000 is included in the 2018/2019 Road Bond Construction Fund budget to complete this project. It is anticipated that this project will commence in September, 2019 and be completed this fall.

Suggested Action:

Resolved, to approve the cost sharing agreement for the asphalt resurfacing of 14 Mile Road, from Dequindre Road to Ryan Road, subject to approval by the Macomb County Department of Roads and the City of Warren, and authorize the Mayor and City Clerk to execute the agreement on behalf of the city of Sterling Heights.
AGREEMENT

This Agreement entered into this ____ day of ____________, 2019, by and between the Macomb County Department of Roads, hereinafter referred to as "COUNTY"; the City of Sterling Heights, hereinafter referred to as "STERLING" and the City of Warren, hereinafter referred to as "WARREN".

WHEREAS, COUNTY initiated a road project to rehabilitate 14 Mile Road within the CITY, and

WHEREAS, COUNTY has adopted policies relating to STERLING's and WARREN's participation in primary road projects, and

WHEREAS, COUNTY has agreed with STERLING and WARREN to have the project engineered, constructed, inspected and placed in service, and

NOW, THEREFORE, in order to save public funds and expedite the project, COUNTY, STERLING and WARREN agree to carry out the project under a single contract according to the following terms and conditions:

1. The project termini are:
   - 14 Mile Road from Dequindre Road to Ryan Road

2. The total project shall be defined as, but not necessarily include:
   - Required material
   - Contract cost
   - Survey, engineering plans, testing and field staking
   - Labor and equipment rental charges
   - Overhead and fringe benefits
   - Right of way acquisition
   - Preliminary and construction engineering
   - Signing and pavement marking
   - Other labor, materials, etc. to provide a complete project

3. The following cost sharing proportions have been agreed to (Exhibit A):
   - STERLING share: Twenty-five percent (25%) of all project costs after federal funds are applied
   - WARREN share: Twenty-five percent (25%) of all project costs after federal funds are applied
   - COUNTY share: Fifty percent (50%) of all project costs after federal funds are applied

4. Funds provided by STERLING and WARREN shall be paid in full to COUNTY prior to the start of the design engineering work for the project.
5. COUNTY, upon completion of said project, will furnish STERLING and WARREN with a statement of actual costs of the project and will remit all collected monies exceeding the total cost of the project including overhead and fringe benefits or collect any additional monies necessary to meet the total cost of the project.

6. Overhead and fringe benefits applied shall be at a rate as determined on an annual basis. This rate is subject to change annually based upon actual costs incurred from the prior year and shall be applied to those costs incurred for that particular period.

7. STERLING, WARREN, COUNTY, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insureds on the Contractor’s insurance policy for general liability, automobile liability, excess coverage and worker’s compensation.

8. COUNTY agrees to obtain authorization for additional expenditures beyond the limits of the Construction Contract from STERLING and WARREN prior to committal of same.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESS

MACOMB COUNTY

__________________________________________
John Paul Rea, AICP, Deputy County Executive

WITNESS

CITY OF STERLING HEIGHTS

__________________________________________
Michael C. Taylor, Mayor

__________________________________________
Melanie D. Ryska, Clerk
James R. Fouts, Mayor

Sonja Buffa, City Clerk
## EXHIBIT A
### ESTIMATED COST - 14 MILE ROAD

<table>
<thead>
<tr>
<th>WORK ORDER SUFFIX</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>COST SHARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Preliminary Engineering -</td>
<td>$275,000</td>
<td>25% WARREN; 25% STERLING; 50% COUNTY</td>
</tr>
<tr>
<td></td>
<td>Survey &amp; Design (10%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Construction Engineering &amp; Inspection</td>
<td>412,500</td>
<td>25% WARREN; 25% STERLING; 50% COUNTY</td>
</tr>
<tr>
<td></td>
<td>(15%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Construction Estimate</td>
<td>2,750,000</td>
<td>25% WARREN; 25% STERLING; 50% COUNTY</td>
</tr>
<tr>
<td>E</td>
<td>Administration Fee (3%)</td>
<td>82,500</td>
<td>25% WARREN; 25% STERLING; 50% COUNTY</td>
</tr>
</tbody>
</table>

Total Cost $3,520,000
Federal Funds Expected 2,200,000
Total Cost To Be Shared $1,320,000

## BREAKDOWN OF PARTICIPANT TOTALS

- City of Sterling Heights $330,000
- City of Warren $330,000
- Macomb County Department of Roads $660,000

*Please note that Macomb County Department of Roads will require full payment of your cost share to be submitted to our Finance Department at the time of approval of this agreement prior to the start of construction. Again, this is just an estimate and you will be responsible for your share of the actual costs incurred.*
PROJECT LOCATION MAP
FOURTEEN MILE ROAD
FROM DEQUINDRE ROAD TO RYAN ROAD

DEQUINDRE ROAD
WASHINGTON PLAZA
STERLING HEIGHTS
APTS.
VICEROY DR
FOURTEEN MILE ROAD
BRECKENRIDGE DR
RICHARD O DR
RYAN ROAD
CITY OF WARREN
CITY OF STERLING HEIGHTS
AGENDA STATEMENT

**Item Title:** To designate Mark D. Vanderpool as the City of Sterling Heights’ voting delegate at the Michigan Municipal League Annual Convention.

**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**

The Annual Convention of the Michigan Municipal League (MML) will be held September 25-27, 2019 in Detroit, Michigan. As a participating member, the City of Sterling Heights is authorized to designate a voting delegate to participate in the Annual Business Meeting to be convened at 4:15 p.m. on Wednesday, September 25, 2019. City Manager Mark D. Vanderpool will be attending the Annual Convention and is available to represent the City at the Business Meeting.

**Suggested Action:**

Resolved, to designate Mark D. Vanderpool as the voting delegate for the City of Sterling Heights at the Annual Convention of the Michigan Municipal League to be held September 25-27, 2019.
AGENDA STATEMENT

Item Title: To receive the lawsuit, Mukheld Hana v Sterling Heights Police Department, 41A District Court Case No. S-19-2183-GZ.

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, Mukheld Hana v Sterling Heights Police Department, 41A District Court Case No. S-19-2183-GZ.
AGENDA STATEMENT

Item Title: To consider approval of a memorandum of understanding between the City of Sterling Heights and MAPE Technical/Office Employees Union (Presentation – City Manager).

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

Background – The fiscal year 2019/2020 annual budget as adopted May 7th, 2019 contemplates the creation of a new job classification within the Office of Assessing known as the "Assessing Coordinator." This new job classification was proposed within the budget for the following reasons:

(A) Succession Planning.
The creation of the Assessing Coordinator job classification will facilitate an orderly and effective succession plan that is needed to accommodate the retirements of three key employees in the Office of Assessing within the next four years. It is anticipated this new job classification will be filled internally and allow for promotional opportunities for existing personnel. This movement of personnel into more complex and challenging job classifications will prepare them for future leadership roles within the Office of Assessing. In addition, the new Assessing Coordinator will be assuming a "second in command" role which has not heretofore been established. The Assessing Coordinator will have more clearly defined supervisory oversight of staff and can perform the duties of the City Assessor in her absence.

(B) Compliance.
Since 2012, the State Tax Commission (STC) has required that all Assessing personnel be certified at the appropriate level for the type of work they are performing. These STC guidelines are set forth in the Audit of Minimum Assessing Requirements, or AMAR. With the creation of the new Assessing Coordinator job classification, the job duties within the Office of Assessing will be realigned to ensure there is conformity with AMAR. In addition, the realignment of personnel will direct more resources to departmental activities that translate to revenue generation for the City. The realignment will have 8 full-time positions dedicated to ensuring that the City's assessments are accurate and up-to-date. There will be more manpower hours available to work in the field performing appraisals and making sure that taxable value is not being missed. A copy of the new organizational chart is attached for reference.
Essential job functions for the Assessing Coordinator include, but are not limited to:

- Assist the City Assessor in planning, coordinating, and directing the appraisal and assessment of real and personal property.
- Evaluate the work of subordinate employees regarding the appraisal of commercial, residential and personal property.
- Process all real property exemption applications. Determine the true cash value of all exempt property. Defend exempt property appeals before the State Tax Commission and the Michigan Tax Tribunal.
- Determine the true cash value and establish assessments for all industrial property.
- Assist the City Assessor with the defense of commercial and industrial property valuation appeals before the Michigan Tax Tribunal.
- Coordinate with vendors for the printing and mailing of property assessment notices and personal property statements.
- Maintain the asset inventory records for the office.
- Assist the City Assessor with the coordination and preparation for the Board of Review meetings.
- Supervise subordinates in the City Assessor’s absence.

Please see enclosed the job description for a more complete recitation of job duties.

Memorandums of Understanding – In order to create the Assessing Coordinator job classification within the current collective bargaining agreement, the City is required to negotiate with the MAPE Technical/Office Employees Union. These negotiations produced the attached Memorandum of Understanding, with attached job description, which have been approved by the bargaining unit. If approved by the City Council, it is expected that the new Assessing Coordinator job classification will be filled in September, 2019.

Recommendation – For the reasons set forth above, City Administration is recommending approval of the Memorandum of Understanding.

**Suggested Action:**

Resolved, to approve the memorandum of understanding between the City of Sterling Heights and MAPE Technical/Office Employees Union creating the Assessing Coordinator job classification and authorize the Mayor and City Clerk to sign it on behalf of the City.
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF STERLING HEIGHTS (City)
AND
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES – TECHNICAL/OFFICE UNION (Union)

It is hereby agreed and understood by the City and Union, that the 2018 - 2022 collective bargaining agreement (CBA) between the parties shall be amended to incorporate the following terms and conditions:

1. A new bargaining unit position is created with the job title of Assessing Coordinator. The job description for Assessing Coordinator is attached.

2. It is further agreed and understood that the wages payable to the Assessing Coordinator shall be in accordance with the following schedule effective as of July 1, 2019 and thereafter follow the wage increases provided for under the CBA effective July 1, 2020 and July 1, 2021:

<table>
<thead>
<tr>
<th>Full Time (Hired Before July 1, 2012)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
</tr>
<tr>
<td>74,508</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full Time (Hired After July 1, 2012)</th>
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</thead>
<tbody>
<tr>
<td>A</td>
</tr>
<tr>
<td>67,057</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part-Time (Hourly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
</tr>
<tr>
<td>30.5676</td>
</tr>
</tbody>
</table>
All other benefits accruing to the position of Assessing Coordinator shall be determined in accordance with the CBA.

3. It is further understood that his memorandum of understanding does not establish any past practices or precedence for any future relation situation for either party, nor shall it be used as evidence in any grievance arbitration, interest arbitration, or other proceeding.

4. Except as modified by this MOU, the terms and conditions of the CBA remain in full force and effect.

FOR THE CITY

______________________________
Michael C. Taylor
Mayor

______________________________
Melanie Ryska
City Clerk

______________________________
Date

FOR THE UNION

______________________________
By: Joseph O'Connor
Its: Labor Relations Specialist

______________________________
By: Gordon Felczak
Its: Chief Steward

______________________________
7-12-19
Date
Assessing

Office of City Management, City Manager

Finance & Budget Director

Office of Assessing, City Assessor

Board of Review

Residential Property Appraisals

Appraiser III

Appraiser II

Appraiser I

Appraiser Aide

Clerk Typist (P.T.)

Commercial/Industrial Appraisals

Personal Property

Appraiser III

Appraiser II

STAFFING SUMMARY

<table>
<thead>
<tr>
<th>Position</th>
<th>Budget 2016/17</th>
<th>Budget 2017/18</th>
<th>Budget 2018/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Assessor</td>
<td>1</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Appraiser III</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Appraiser II</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Appraiser I</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Appraiser Aide</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Clerk Typist (P.T.)</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8</strong></td>
<td><strong>9</strong></td>
<td><strong>8</strong></td>
</tr>
</tbody>
</table>
Assessing

Office of City Management, City Manager

Office of City Management, Finance & Budget Director

Office of Assessing, City Assessor

Assessing Coordinator

Board of Review

Residential Property Appraisals

Appraiser III

Appraiser II

Appraiser I

Appraiser Aide

Commercial/Industrial Appraisals Personal Property

Appraiser III

Appraiser II

STAFFING SUMMARY

<table>
<thead>
<tr>
<th>Position</th>
<th>Budget 2017/18</th>
<th>Budget 2018/19</th>
<th>Budget 2019/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Assessor</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Assessing Coordinator</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Appraiser III</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Appraiser II</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Appraiser I</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Appraiser Aide</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Clerk Typist (P.T)</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>9</td>
<td>8</td>
<td>8</td>
</tr>
</tbody>
</table>
General Summary

Under the supervision of the City Assessor, the Assessing Coordinator assists in planning, coordinating and directing the appraisal and assessment of real and personal property. Employees in this classification exercise authority over the work of subordinate employees and are responsible for the more complex appraisals and property evaluations for both real and personal property.

Essential Functions

- Assists the City Assessor in planning, coordinating and directing the appraisal and assessment of real and personal property.
- Evaluates the work of subordinate employees regarding the appraisal of commercial, residential and personal property.
- Processes all real property exemption requests and applications. Determines the true cash value of all exempt property. Defends exempt property appeals before the State Tax Commission and the Michigan Tax Tribunal.
- Determines the true cash value and establishes the assessments for all industrial property.
- Assists the City Assessor with the defense of commercial and industrial property valuation appeals before the Michigan Tax Tribunal.
- Coordinates with supply vendors for the printing and mailing of property assessment notices and personal property statements.
- Prepares the payroll documents for department employees.
- Maintains the asset inventory records for the department.
- Assists the City Assessor with the coordination and preparation for the Board of Review meetings.
- Holds authority over the department employees in the City Assessor's absence. Must coordinate their own days off with those of the City Assessor to maintain supervisory coverage for the department at all times.

Non-Essential Functions

- Develops and recommends reassessment projects involving large scale assessment changes, practices, methods, rates or valuations.
- Performs related work as assigned.

Required Knowledge, Skills, and Abilities

- Thorough knowledge and understanding of the principles, methods, techniques and practices of appraising the value of real and personal property.
- Thorough knowledge of bookkeeping and routine auditing principles, methods and practices.
- Thorough knowledge of the laws, rules and regulations governing real and personal property assessments in the State of Michigan.
- Considerable ability to analyze factors which tend to influence the value of property and to exercise good judgment in the determination of property values.
- Experience in conducting investigations and making reports.
- Ability to understand and follow oral and written directions.
- Ability to establish and maintain satisfactory working relationships with the public and other employees.
- Valid, unrestricted Driver's License from the State of Michigan with a good driving record.
**Required Experience and Training**

- Michigan Advanced Assessing Officer (MAAO) professional designation from the Michigan State Tax Commission.
- Michigan Certified Personal Property Examiner (MCPPE) professional designation from the Michigan State Tax Commission.

**Acceptable Experience and Training**

- High school or GED equivalent.
- Five years' experience in the appraisal of real and/or personal property.

**Desirable Qualifications**

- Associates Degree or Bachelor's Degree with major course work in business, finance, building construction and/or architecture, or related field.

The above statements are intended to describe essential job functions, the general supplemental functions, and the essential requirements for the performance of this job. It is not an exhaustive list of all duties, responsibilities, and requirements of a person so classified. Other functions may be assigned and management retains the right to add or change the duties at any time.
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 July 16, 2019 regular meeting, City Council initiated the two-step process applicable to certain boards and commissions by nominating persons who made application to be considered for appointment or were seeking reappointment. The City Council will consider appointment (step 2) of those persons nominated at the July 16th meeting.

The attached staff report identifies individuals nominated under the two-step (nomination / appointment) process.

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.
CITY OF STERLING HEIGHTS
STAFF REPORT
AUGUST 6, 2019

**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:**

**Appointment of Nominees (2-Step Process) –** 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.

At the July 16, 2019 regular meeting, City Council made numerous nominations (Step 1) for consideration for appointment (Step 2). City Council has been provided with information on the nominee’s qualifications for appointment and afforded time to contact the nominee for additional information. The following information is provided for the purpose of making appointments to these Boards and Commissions:

<table>
<thead>
<tr>
<th>Board / Commission</th>
<th>Nominated</th>
<th>Power of Appointment</th>
<th>Term Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Ordinance Appeals I</td>
<td>James Mandl</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Board of Ordinance Appeals I (Alternate)</td>
<td>Justin Smith</td>
<td>City Council</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Board of Ordinance Appeals II (partial-term)</td>
<td>Roman Stojalowsky</td>
<td>City Council</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Board of Ordinance Appeals II (Alternate)</td>
<td>Benjamin McMartin</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 (Appointments to Board of Ordinance Appeals I):**

1. RESOLVED, to appoint **James Mandl** to the Board of Ordinance Appeals I 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.
2. RESOLVED, to appoint Justin Smith to the Board of Ordinance Appeals I - Alternate 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 (Appointments to Board of Ordinance Appeals II):

1. RESOLVED, to appoint Roman Stojalowsky to the Board of Ordinance Appeals II to a term ending June 30, 2020, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

2. RESOLVED, to appoint Benjamin McMartin to the Board of Ordinance Appeals II - Alternate 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.