

1. June 7, 2016 City Council Agenda

Documents: [COUNCIL AGENDA - 06-07-16.PDF](#)

2. June 7, 2016 City Council Packet

Documents: [COUNCIL PACKET - 06-07-16.PDF](#)

**MAYOR
Michael C. Taylor**

COUNCIL MEMBERS

**Joseph V. Romano, Mayor Pro Tem
Deanna Koski
Maria G. Schmidt**

**Nate Shannon
Doug Skrzyniarz
Barbara A. Ziarko**

CITY OF STERLING HEIGHTS

AGENDA FOR REGULAR CITY COUNCIL MEETING

TUESDAY, JUNE 7, 2016

7:30 P.M.

**LOCATION: CITY COUNCIL CHAMBERS, CITY HALL, 40555 UTICA ROAD, PHONE (586) 446-CITY
(MINUTES OF COUNCIL MEETINGS ARE FILED IN THE CITY CLERK'S OFFICE)**

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

ROLL CALL

APPROVAL OF AGENDA

REPORT FROM CITY MANAGER

PUBLIC HEARING

- 1. To consider the application by J. G. Kern Enterprises, Inc. for an Industrial Facilities Tax Exemption Certificate at 44044 Merrill Road (Presentation – City Assessor).**
- 2. To consider the application by Beta Steel Corporation for an Industrial Facilities Tax Exemption Certificate at 6300 Hughes Drive (Presentation – City Assessor).**

ORDINANCE INTRODUCTION

- 3. To consider introduction of an ordinance amending Section 8-9 of Chapter 8 of the City Code and approval of an Agreement for Animal Control Services between the city of Sterling Heights and County of Macomb. (Presentation John Berg, Chief of Police).**

4. CONSENT AGENDA

- A. Approval of Minutes
Regular Meeting of May 17, 2016**
- B. Approval of Bills**
- C. To award a bid for the replacement of electrical service panels at City Hall (Total expenditure of \$74,000).**
- D. To award a bid for rental of tents, tables, chairs, and accessories for city events (Estimated annual expenditure of \$16,112.50)**
- E. To award a bid for the sale of surplus city-owned property commonly known as 37504, 37520 and 37536 Dundee Street.**
- F. To set a public hearing date to consider the request by Ric-Man Construction, Inc. to establish an Industrial Development District (IDD) at 42600 R Mancini Drive.**
- G. To set a public hearing date to consider the request by SDE Mancini Holdings, LLC to establish an Industrial Development District (IDD) at vacant land located on Mound Road and 18 ½ Mile Road.**
- H. To set a public hearing date to consider the request by Metro Industrial Properties, LLC to establish a Commercial Redevelopment District at 42373 and 42501 Van Dyke.**
- I. To receive the lawsuit, *Angela Eljiza vs. City of Sterling Heights*; Macomb County Circuit Court Case No. 16-1468-NO.**
- J. To purchase library books through the Suburban Library Cooperative for fiscal year 2016/2017 (Total expenditure of \$95,000).**
- K. To purchase a 200' portable push camera system through an Oakland County cooperative bid (Total expense of \$11,933.02).**
- L. To authorize the purchase of road salt at pricing available through a city of Farmington Hills' cooperative bid (Estimated expenditure of \$639,450).**
- M. To approve the application by Funfest Productions, Inc. for a Fireworks Display Permit on July 3, 2016 at Freedom Hill County Park, 15000 Metropolitan Parkway.**

- N. To approve a Publications Contract between the City of Sterling Heights and J Kraemer Designs, LLC for Parks and Recreation Department publications for a two-year period (Average annual cost of \$10,175.00).**
- O. To approve a maintenance agreement between the city of Sterling Heights and AT&T for telecommunications equipment (Total annual expenditure of \$21,330).**
- P. To approve a Legal Services Agreement between the city of Sterling Heights and Keller Thoma, P.C. for special legal counsel services – labor attorney (Estimated expenditure in fiscal year 2016/17 of \$20,000).**
- Q. To approve a five-year extension of the master service agreement between the city of Sterling Heights and Comlink, LLC for “dark” fiber optic network connections to remote City facilities. (First-year expenditure of \$55,746.87).**

CONSIDERATION

- 5. To consider adoption of a resolution to place on the ballot for the November 8, 2016 election an amendment to the City Charter for the purpose of authorizing a levy of a special, dedicated millage to acquire, construct, furnish, equip and operate parks and recreation improvements. (Presentation – Kyle Langlois, Parks and Recreation Director).**
- 6. To consider the appointment of Marc D. Kaszubski as City Attorney and approval of a Legal Services Agreement between the City of Sterling Heights and Marc D. Kaszubski, on behalf of O’Reilly Rancilio P.C.**
- 7. To consider the appointment of Geoffey P. Gariepy to the City of Sterling Heights Planning Commission.**
- 8. To consider appointments to City of Sterling Heights Boards and Commissions.**
- 9. To consider nominations to City of Sterling Heights Boards and Commissions.**

COMMUNICATIONS FROM CITIZENS

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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.

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CITY MANAGER'S REPORT

June 7, 2016 --- CITY COUNCIL MEETING

A. 2016 MUSIC IN THE PARK

The Sterling Heights Parks & Recreation Department is proud to present the **2016 Music in the Park** concert series, which kicked off last Thursday. This series has always offered the best musical entertainment the area has to offer. These *free* concerts are performed **at 7 pm at the Dodge Park Band Shell**. Entertainment for kids varies each week and includes face painting, airbrush tattoos and a balloon twister. The music schedule is as follows:

♫ Thursday	June 9	The Phoenix Theory (Rock/Dance)
♫ Thursday	June 16	Dale Vaughn Band (Country Rock)
♫ Thursday	June 23	Crush...The Best of Bon Jovi
♫ Thursday	June 30	Under Pressure (Party Band)
♫ Thursday	July 7	Magic Bus (Woodstock Era) <i>with Cool Car Rally</i>
♫ Thursday	July 14	Air Margaritaville (<i>Jimmy Buffett-style</i>)
♫ Thursday	July 21	Eddy & the Breakers (Variety)
♫ Thursday	August 4	Steve King & the Dittlies (Oldies)
♫ Thursday	August 11	Mega 80's (80's Pop/Rock) <i>Co-sponsored by St. Blasé Church</i>
♫ Thursday	August 18	Cadillac West (Country Rock) <i>Cheeseburger cook-off & Wild West Party</i>
♫ Thursday	August 25	Denise Davis & the Motor City Sensations (Party Band)

B. VOLUNTARY ODD/EVEN WATERING POLICY

In an effort to reduce instances of low water pressure and help control future water rate increases from the City of Detroit, Sterling Heights is continuing voluntary outdoor water use restrictions through Labor Day (September 1). Residents are asked to voluntarily limit outdoor water use to odd/even days, based on the last number in their address. Homeowners with addresses ending in odd numbers should water lawns, fill swimming pools, or wash cars on odd numbered calendar dates. Likewise, residents with even number addresses should follow the same procedure on even numbered dates. In addition, all residents should limit outdoor water use between 5-9 am and 6-9 pm when water consumption is at its peak. Homeowners are urged to water lawns between 11 pm and 5 am, when water use is down and water pressure is up. We also recommend that residents take their lawn sprinkler systems off of automatic settings and only water their lawns based on the odd/even schedules.

C. SENIOR CENTER PARKING LOT CONSTRUCTION

The reconstruction of the Senior Center parking lot commenced last week. The existing asphalt pavement will be completely replaced with new 4" asphalt pavement. All concrete sidewalk and the concrete drive will be removed and replaced with new concrete. Green infrastructure improvements will be installed in addition to the asphalt parking lots and sidewalk repairs. The work will be completed in stages. Stage 1 is expected to last approximately 3-4 weeks. The project will be substantially completed by mid-July. Limited onsite parking and bus access will be maintained throughout construction. The front circle drive will not be accessible for a portion of time at the beginning of the project. Please contact Engineering at 446.2720 if you have any questions.

D. MISCELLANEOUS

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark D. Vanderpool", written over a horizontal line.

Mark D. Vanderpool, City Manager

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider the application by J. G. Kern Enterprises, Inc. for an Industrial Facilities Tax Exemption Certificate at 44044 Merrill Road (Presentation – City Assessor).

Submitted By: Office of Assessing

Contact Person/Telephone: Dwayne G. McLachlan, City Assessor (586) 446-2341



Administration (initial as applicable)

Attachments

<u>MC</u> City Clerk	___	Resolution	___	Minutes
<u>AB</u> Finance & Budget Director	___	Ordinance	<u>X</u>	Plan/Map
<u>JB</u> City Attorney (as to legal form)	___	Contract	<u>X</u>	Other
<u>MW</u> City Manager				

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary

J.G. Kern Enterprises, Inc., a Michigan corporation (Applicant), has conducted manufacturing operations in Sterling Heights since 1990. Applicant supplies engine and drive train components to Ford Motor Company and General Motors. Applicant is applying for a **fifty percent tax abatement** for a proposed real property investment of \$2,900,000 at its manufacturing facility located at 44044 Merrill Road. This investment will add 41,368 square feet of manufacturing space that will increase both production capacity and employment at this facility.

This proposed real property investment will generate an estimated increase of \$110,100 in new City tax revenue over the recommended ten-year abatement term. This new tax revenue is in addition to the current real property city taxes, which over the same ten-year period will equate to approximately \$967,300. Applicant's real property investment will create 55 new jobs in the City, which will generate an overall positive economic impact for the regional economy of \$4,400,000 annually through the multiplier effect (Multiplier Factor of 4 x Wages of \$20,000/job created x 55 jobs).

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, that the application for an Industrial Facilities Tax Exemption Certificate by J.G. Kern Enterprises, Inc. at 44044 Merrill Road is hereby approved for a period of ten 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.



Office of Assessing Staff Report

Subject: Industrial Facilities Tax Exemption Certificate Application
Date: 6/07/16
Applicant: J.G. Kern Enterprises, Inc.
Address: 44044 Merrill Road
Sidwell Number: 50-10-04-176-020-000
Submitted By: Dwayne McLachlan, City Assessor
Direct Dial: (586) 446-2341
Email Address: dmclachlan@sterling-heights.net

GENERAL INFORMATION

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

APPLICANT INFORMATION

J. G. Kern Enterprises Inc. (Applicant) manufactures engine blocks, cylinder heads, power train, and drive train components for domestic automobile manufacturers, including the Ford Motor Company and the General Motors Corporation.

Applicant has been in business since 1967, with operations at its 148,747 square foot Sterling Heights facility commencing in 1990. There are presently 175 full-time employees employed at this existing manufacturing facility. Applicant's lease term for 44044 Merrill Road has been extended through an amendment to September 30, 2036. This property is located in an Industrial Development District established on May 1, 1990.

PROJECT INFORMATION

The subject property is located in an Industrial Development District established on May 1, 1990.

Applicant is proposing a real property investment of \$2,900,000 to expand its manufacturing facility by means of a 41,368 foot addition. The larger manufacturing footprint will facilitate additional production capacity for automotive parts, as well as housing new equipment. Because of recently passed legislation exempting eligible manufacturing equipment, no abatement on new equipment investment (personal property) is required at the local level.

Please refer to the back-up material that details the scope of work and cost estimates.

Applicant's real property investment will also support the creation of 55 new jobs in Sterling Heights.

STAFF RECOMMENDATION

Listed below is a summary of Applicant's real property investment directly relating to this proposed project. Based on these factors, and the fact that this Applicant is in compliance with all local codes and ordinances, the City's established guidelines dictate that Applicant qualifies for a *recommended* tax abatement term of ten years.

Real Property Investment:	\$2,900,000 =	6 Years	
Current Full Time Employees:	175		
Full Time Jobs Created:	52 =	<u>4 Years</u>	
Recommended IFEC Term:			10 Years

Full Time Jobs Created in Southeast Michigan:		55	
Employment Multiplier for Manufacturing Jobs:		4	
Related New Jobs Created in Southeast Michigan:			220
Average Wage of Jobs Created in Southeast Michigan:	\$20,000		
Positive Area Impact of Jobs Created:	\$4,400,000		

PROPERTY TAXES ABATED (50%) & ADDITIONAL REVENUE GENERATED

	<u>City Tax</u>	<u>School Tax</u>	<u>Total Tax</u>
Property Taxes Abated over 10-Year Term:	\$110,100	\$185,6500	\$392,100

TAX ANALYSIS

Applicant's annual pre-project City tax liability: \$96,730

Additional annual City taxes generated by investment: \$11,010



OFFICE OF ASSESSING

CITY COUNCIL BACKUP
INFORMATION

Subject: Industrial Facilities Tax Exemption Certificate Application
Date: June 7, 2016
Applicant: J.G. KERN ENTERPRISES INC
Address: 44044 Merrill Road
Sidwell Number: 50-10-04-176-020-000
Submitted by: Dwayne McLachlan, City Assessor
Direct Dial: 586-446-2341
Email Address: dmclachlan@sterling-heights.net

PAGES BACKUP CONTENT

- 12 Industrial Facilities Exemption Certificate (IFEC) Application
- 2 IFEC Property Information Sheets
- 1 IFEC Building Information Sheets
- 1 IFEC Property Tax Abatement Calculation

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

RECEIVED
CITY CLERK

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

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <i>JG KERN ENTERPRISES INC</i>	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <i>INDUSTRIAL IMPROVED 301</i>
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <i>44044 MEDULL RD. STERLING HETS, MI. 48314</i>	1d. City/Township/Village (indicate which) <i>STERLING HETS.</i>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	1e. County <i>MACOMB</i> 3a. School District where facility is located <i>UTICA</i> 3b. School Code <i>50210</i> 4. Amount of years requested for exemption (1-12 Years) <i>16</i>

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

CONSTRUCT A 41,368 SQ. FT. ADDITION TO THE EXISTING PLANT TO BE USED IN THE MANUFACTURING OF AUTOMOTIVE PARTS AND PURCHASE ADDITION EQUIPMENT

6a. Cost of land and building improvements (excluding cost of land)	▶ <u>2,900,000</u> Real Property Costs
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures	▶ <u>3,500,000</u> Personal Property Costs
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs	▶ <u>6,400,000</u> Total of Real & Personal Costs
* Round Costs to Nearest Dollar	

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

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ <u>Nov. 1, 2015</u>	▶ <u>JUNE 1, 2017</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ _____	▶ _____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. <i>175</i>	10. No. of new jobs at this facility expected to create within 2 years of completion. <i>230</i>
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) <i>MAY 1, 1990</i>	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name JOSEPH KERN	13b. Telephone Number 586-531-9487	13c. Fax Number 586-726-1892	13d. E-mail Address JOE@KERN2.COM
14a. Name of Contact Person BRIAN KERN	14b. Telephone Number 586-531-9485	14c. Fax Number 586-726-1892	14d. E-mail Address BRIAN@KERN2.COM
▶ 15a. Name of Company Officer (No Authorized Agents) BRIAN KERN			
15b. Signature of Company Officer (No Authorized Agents) <i>Brian Kern</i>		15c. Fax Number 586-726-1892	15d. Date 10/7/15
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 44044 MERRILL RD. STEELWY HILLS, MI 48384		15f. Telephone Number 586-726-1040 x120	15g. E-mail Address BRIAN@KERN2.COM

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

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

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

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

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

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

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

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

SEVENTH ADDENDUM

Seventh Addendum to lease dated the 1st of June, 1991 by and between Donna Kern and Joseph Kern, hereinafter referred to as Landlord, and J.G. Kern Enterprises Inc., hereinafter referred to as Tenant for the property located at 44044 Merrill Road, Sterling Heights, Michigan.

Ammended as follows:

The terms of the lease shall be extended for and additional 16 years beginning October 1, 2020 and expiring on September 30, 2036 for the sum of \$11,712,000.00, paid in monthly installments of \$61,000.00 per month. This is to cover the length of the mortgage.

Agreed and Accepted this
1st day of May 2016

Agreed and Accepted this
1st day of May 2016

TENANT:

J.G.KERN ENTERPRISES INC.

BY:



Brian Kern, President

LANDLORD:

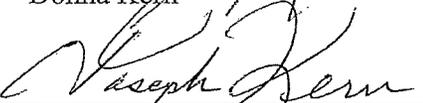
DONNA KERN and JOSEPH KERN

BY:



Donna Kern

BY:



Joseph Kern



Office of Assessing

IDD Information Sheet

IDD Applicant: J. G. Kern Enterprises, Inc.
Establishment Date: May 1, 1990

PROPERTY LEGAL DESCRIPTION

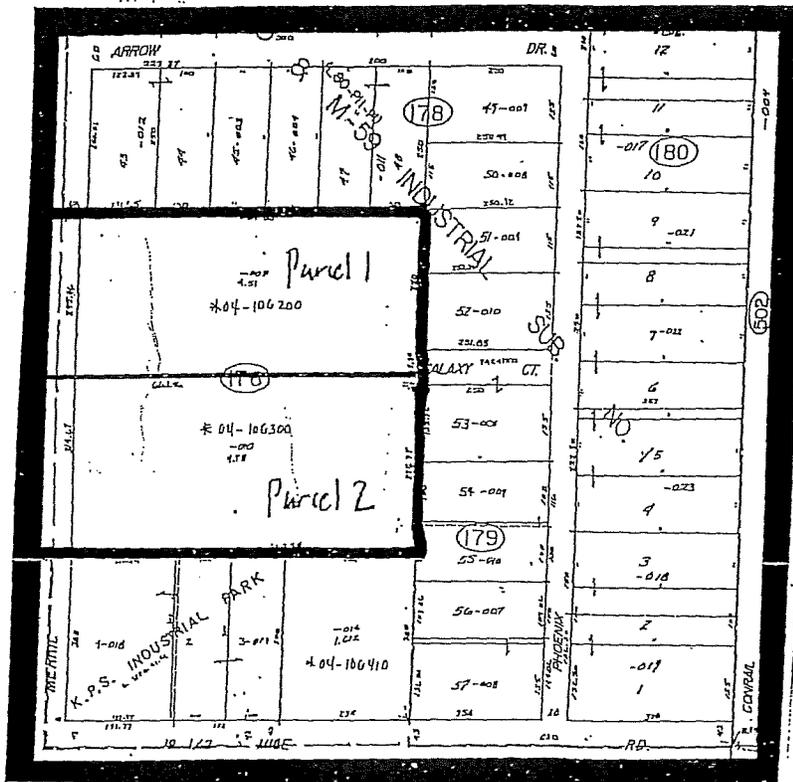
LEGAL DESCRIPTION: PARCEL 1

Part of the N.W. 1/4 of Section 4, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the W. 1/4 corner of said Section 4; thence S. 88° 45' 40" E., 1355.74 feet to a point on the centerline of Merrill Road (86 feet wide); thence N. 00° 59' 50" E., 657.67 feet along said centerline of Merrill Road; thence S. 88° 56' 05" E., 43.00 feet to the point of beginning on the East right-of-way line of said Merrill Road; thence continuing along said right-of-way line, N. 00° 59' 50" E., 297.13 feet; thence S. 88° 29' 30" E., 621.65 feet; thence S. 01° 30' 30" W., 250.00 feet; thence S. 00° 26' 28" E., 42.34 feet; thence N. 88° 56' 05" W., 620.46 feet to the point of beginning. Contains 182,855 square feet or 4.198 acres and subject to easements and restrictions of record.

LEGAL DESCRIPTION: PARCEL 2

Part of the N.W. 1/4 of Section 4, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the W. 1/4 corner of said Section 4; thence S. 88° 45' 40" E., 1355.74 feet to a point on the centerline of Merrill Road (86 feet wide); thence N. 00° 59' 50" E., 657.67 feet along said centerline of Merrill Road; thence S. 88° 56' 05" E., 43.00 feet to the point of beginning on the East right-of-way line of said Merrill Road; thence S. 88° 56' 05" E., 620.46 feet; thence S. 01° 17' 56" W., 17.71 feet; thence S. 01° 17' 56" W., 296.97 feet; thence N. 88° 56' 05" W., 619.34 feet to the point of beginning. Contains 195,144 square feet or 4.480 acres and subject to easements and restrictions of record.

PROPERTY LOCATION MAP



**CITY OF STERLING HEIGHTS
NOTICE OF PUBLIC HEARING
REGARDING ESTABLISHMENT OF AN
INDUSTRIAL DEVELOPMENT DISTRICT**

The City Council of the City of Sterling Heights, will hold a public hearing on Tuesday, May 1, 1990 at 8:00 P.M., in the Council Chambers, 40555 Utica Road, Sterling Heights, MI concerning the establishment of an Industrial Development District for the following: J. G. Kern Enterprises, Inc.

LEGAL DESCRIPTION: PARCEL 1

Part of the N.W. ¼ of Section 4, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the W. ¼ corner of said Section 4; thence S. 88° 45' 40" E., 1355.74 feet to a point on the centerline of Merrill Road (86 feet wide); thence N. 00° 59' 50" E., 657.67 feet along said centerline of Merrill Road; thence S. 88° 56' 05" E., 43.00 feet to the point of beginning on the East right-of-way line of said Merrill Road; thence continuing along said right-of-way line, N. 00° 59' 50" E., 297.13 feet; thence S. 88° 29' 30" E., 621.65 feet; thence S. 01° 30' 30" W., 250.00 feet; thence S. 00° 26' 28" E., 42.34 feet; thence N. 88° 56' 05" W., 620.46 feet to the point of beginning. Contains 182,855 square feet or 4.198 acres and subject to easements and restrictions of record.

LEGAL DESCRIPTION: PARCEL 2

Part of the N.W. ¼ of Section 4, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the W. ¼ corner of said Section 4; thence S. 88° 45' 40" E., 1355.74 feet to a point on the centerline of Merrill Road (86 feet wide); thence N. 00° 59' 50" E., 657.67 feet along said centerline of Merrill Road; thence S. 88° 56' 05" E., 43.00 feet to the point of beginning on the East right-of-way line of said Merrill Road; thence S. 88° 56' 05" E., 620.46 feet; thence S. 01° 17' 56" W., 17.71 feet; thence S. 01° 17' 56" W., 296.97 feet; thence N. 88° 56' 05" W., 619.34 feet to the point of beginning. Contains 195,144 square feet or 4.480 acres and subject to easements and restrictions of record.

At such hearings any of the owners of property within the proposed industrial development district or any other resident or taxpayer of the City of Sterling Heights shall have a right to appear and be heard concerning establishment of an Industrial Development District.

BY ORDER OF CITY COUNCIL

Publish the Week of April 9, 1990
Advisor/Source

PROOFREAD By:	<u>CM</u>
DATE:	<u>04-11-90</u>
REMARKS:	

CITY OF STERLING HEIGHTS
RESOLUTION

WHEREAS, J. G. Kern Enterprises, Inc. has petitioned the City Council to establish an Industrial Development District at the following location:

Parcel 1 - part of the NW 1/4 of Section 4, T2N, R12E, City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the W 1/4 corner of said Section 4; thence S88°45'40"E, 1355.74 feet to a point on the centerline of Merrill Road (86 ft. wide); thence N00°59'50"E 657.67 feet along said centerline of Merrill Road; thence S88°56'05"E, 43.00 feet to the point of beginning on the East right-of-way line of said Merrill Road; thence continuing along said right-of-way line, N00°59'50"E, 297.18 feet; thence S 88°29'30"E, 621.65 feet; thence S01°30'30"W, 250.00 feet; thence S00°26'28"E, 42.34 feet; thence N88°56'05"W, 620.46 feet to the point of beginning; containing 182,855 sq. ft. or 4.198 acres and subject to easements and restrictions of record.

Parcel 2 - Part of the NW 1/4 of Section 4, T2N, R12E, City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the W 1/4 corner of said Section 4; thence S88°45'40"E, 1355.74 feet to a point on the centerline of Merrill Road (86 feet wide); thence N00°59'50"E, 657.67 feet along said centerline of Merrill Road; thence S88°56'05"E, 43.00 feet to the point of beginning on the East right-of-way line of said Merrill Road; thence S88°56'05"E, 620.46 feet; thence S01°17'56"W, 17.71 feet; thence S01°17'56"W, 296.97 feet; thence N88°56'05"E, 619.34 feet to the point of beginning; containing 195,144 sq. ft. or 4.480 acres and subject to easements and restrictions of record.

and

WHEREAS, The City Council has held a public hearing on this petition and there were no objections, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sterling Heights does hereby establish an Industrial Development District for J. G. Kern Enterprises, Inc., 44044 Merrill Street.

Dated this 1st day of May, 1990.

AYES: Rice, Notte, Zettel, Burkhardt, Grot, Gush, Koski

NAYS: None

ABSENT: None




Mary J. Zander, CMC/AEE
City Clerk



IFEC Application Affidavit of Fees

APPLICANT NAME: JG KERN ENTERPRISES INC.

PROPERTY ADDRESS: 44044 MERRILL RD.

CERTIFICATION

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

IFT APPLICANT

PRINT NAME: BRIAN KERN
TITLE: PRESIDENT
SIGNATURE: [Signature]
DATE: 10/7/15

The forgoing certification was acknowledged this 7 day of OCTOBER

By ALAN KERN, VP on behalf of JG KERN ENTERPRISES
(Name) (Title) (Company Name)

ALAN B. KERN
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 4, 2017
ACTING IN COUNTY OF

Alan B Kern
Notary Public, MACOMB County, MI

CITY OF STERLING HEIGHTS

PRINT NAME: Mark Carufel
TITLE: City Clerk
SIGNATURE: _____
DATE: _____

The forgoing certification was acknowledged this _____ day of _____

By _____, _____ on behalf of _____
(Name) (Title) (Company Name)

Notary Public, _____ County, MI

IFEC LETTER OF AGREEMENT

DATE:

10/7/15

COMPANY NAME:

JG KERN ENTERPRISES INC

FACILITY ADDRESS:

44044 MERRILL RD.

City Council

City of Sterling Heights

40555 Utica Road

P.O. Box 8009

Sterling Heights, MI 48311-8009

RE: **Industrial Facilities Tax Exemption Certificate** between:

JG KERN ENTERPRISES INC.

and the City of Sterling Heights

Dear Members of Council:

JG KERN ENTERPRISES INC. (the "Company") has submitted the attached Application (the "Application") to you requesting approval of an Industrial Facilities Tax Exemption Certificate ("IFEC"), pursuant to Michigan Public Act 198 of 1974, as amended, for the property located at 44044 MERRILL RD., Sterling Heights, (the "Facility") (Legal Description of the property where the Facility is located is attached).

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

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

- a. The Company will make the improvements set forth in the Application within two (2) years of the effective date of the IFEC (the "Effective Date").
- b. The Company will purchase and/or lease and install the personal property as set forth in the Application within two (2) years of the Effective Date.
- c. The Company will create 55 new full-time jobs at the Facility within two (2) years of the Effective Date.
- d. The Company will comply with the requirements imposed by the City as part of the site review prior to issuance of a Certificate of Occupancy.

2. **Compliance with Laws.** The Company agrees that it will operate the Facility in accordance with all applicable Federal, State, and local laws or regulations, including but not limited to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other environmental regulations.
3. **Continued Operation of the Facility.** The Company further agrees to continue to operate the Facility within the City for the period of the IFEC in order to retain the benefits of the IFEC.
4. **Premature Vacation of the Facility.** If the Company vacates, or intends to vacate, the Facility prior to the end of the term of the IFEC, the Company shall be responsible for the following:
 - a. If the Company intends to vacate the Facility for which the IFEC has been approved and issued prior to the end of the term of this agreement, the Company agrees to notify the City Assessor in writing of such intent and the reasons for vacating not less than 60 days prior to vacating the facility.
 - b. The Company agrees to make reasonable provisions satisfactory to the City and in compliance with all applicable laws, codes and ordinances to maximize the likelihood of re-occupancy or re-use of the unoccupied building for productive use within a reasonable time period after the Facility is vacated.
 - c. The Company shall, if requested by the City, deposit an amount equal to the amounts anticipated to be due from the Company under this agreement as a result of the Company vacating the Facility prior to the term for which the IFEC was approved, including but not limited to any reasonable cleanup or maintenance costs, administrative fees, court costs, and attorney fees incurred.
 - d. The Company shall pay any outstanding taxes and shall repay to all affected municipalities an amount equal to the total tax amount abated by the IFEC (unless recovery of a lesser amount is requested by the City or other taxing authority) within 30 days of the date of an invoice for such taxes.
 - e. If the Company fails to pay the amount of the invoice for abated taxes within 30 days of the date of the City invoice, the Company shall be responsible for any additional costs incurred by the City in recovery of such taxes, including, but not limited to administrative fees, court costs, and attorney fees incurred.
5. **Notice of Completion and Final Cost Report.** The Company will submit to the City, not later than 90 days after the completion date for each property component for which an IFEC was granted a Notice of Completion and Final Cost Report in a form requested by the City which includes the actual completion date and final cost of each project component for which an IFEC was originally granted, and an explanation if the final cost of either the real or personal property listed on the Application was greater than the original estimated amount by more than 10%.
6. **Employment Status Report.** The Company will submit to the City, not later than January 31st of the second year after the effective date, and every two years after that date, an Employment Status Report in a form requested by the City, which includes the number of actual full-time jobs created as a direct result of the project for which the certificate was granted, and an explanation if the jobs created during the term of the IFEC was less than the original estimated amount.

7. **Review and Audit: Payment of Costs.** The Company understands that the City may review and audit the information provided by the Company to determine compliance with this agreement and that any costs for such services will be paid by the Company in accordance with a fee schedule approved by the City Council, which may be adjusted from time to time based upon increases in costs to the City.
8. **Remedies for Default for Failure to Satisfy Representations Made in Application.** The Company understands that the City may pass a resolution requesting that the State Tax Commission reduce the term of the IFEC or revoke the IFEC to the extent that the construction or expansion of the Facility has not been completed, expenditures made, or employment reached as represented by the Company in the application, by sending a copy of this Agreement along with a copy of the City Council resolution authorizing such action to the State Tax Commission. In addition, the Company acknowledges that the City may take into account any deficiency in job creation, or real or personal property investment made under this application in a subsequent application for an IFEC or an Exemption of New Personal Property filed by the Company.
9. **Consequences of Unsuccessful Real or Personal Property Tax Appeal.** The Company acknowledges that if during the term of this Agreement, the Company appeals any real or personal property assessment to the Michigan Tax Tribunal or other court of competent jurisdiction upon which it does not prevail, that the Company shall pay to the City all reasonable costs, expenses, and attorney fees incurred by the City in defending such appeals within thirty (30) days of the date of receipt of an invoice from the City. The Company also acknowledges that the City may consider such appeals in deciding the term of any subsequent certificates granted to the Company.
10. **Unforeseen Events.** By execution of this agreement, it is understood that the Company's investment in the Facility and the City's investment in the granting of the IFEC are to encourage economic growth within the City. The City acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this agreement and the terms of the Application. The City will give the Company an opportunity to explain the reasons for any variations from the representations contained in the application and will evaluate the Company's situation prior to taking any action authorized by paragraph 4 and 8 of this agreement.
11. **Entire Agreement.** This is the entire agreement of the parties relating to the matters covered by this Agreement, and no prior or subsequent promises, representations or assurances, whether in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement or separate agreement signed following the date of this Agreement by authorized representatives of all parties to this Agreement.
12. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions thereof, which shall remain in full force and effect to govern the parties' relationship.
13. **Reimbursement of Attorney Fees for Modification of Standard Agreement.** The Company agrees to reimburse the City within 30 days of the date of a receipt of an invoice from the City for all attorney fees incurred by the City in the negotiation or preparation of changes to the standard IFEC Letter of Agreement.

ACCEPTED BY: THE COMPANY

NAME: BRIAN KERN
TITLE: PRESIDENT
SIGNATURE: *Brian Kern*

STATE OF MICHIGAN
COUNTY OF MACOMB

The forgoing acceptance was acknowledged this 7 day of OCTOBER
by ALAN KERN, VP on behalf of JG KERN ENTERPRISE
(Name) (Title) (Company Name)

ALAN B. KERN
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 4, 2017
ACTING IN COUNTY OF

Alan B. Kern
Notary Public, MACOMB County, MI
My Commission expires: 5-4-2017

**ACCEPTED BY: CITY OF STERLING HEIGHTS
A MUNICIPAL CORPORATION**

NAME: Michael C. Taylor NAME: Mark Carufel
TITLE: Mayor TITLE: City Clerk
SIGNATURE: _____ SIGNATURE: _____

STATE OF MICHIGAN
COUNTY OF MACOMB

The forgoing acceptance was acknowledged this _____ day of _____
by Michael C. Taylor and Mark Carufel, Mayor and City Clerk, respectively, on behalf of
the City of Sterling Heights, a Michigan municipal corporation.

Notary Public, _____ County, MI
My Commission expires: _____

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

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

LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in and being a part of the N.W. 1/4 of Section 4, T.2 N., R.12 E., City of Sterling Heights, Macomb County, Michigan and being more particularly described as follows:

Commencing at a point 1355.74 ft. S.88°-45'-40"E. and 343.0 ft. N.0°-59'-50"E. from the West 1/4 corner of said Section 4 and thence extending N.0°-59'-50"E. 314.67 ft. along the Centerline of Merrill Rd. (1/2=43 ft. wd.) thence S.88°-56'-05"E. 663.46 ft., thence S.0°-26'-28"E. 17.71 ft., thence S.01°-17'-56"W. 296.97 ft., thence N.88°-56'-05"W. 662.34 ft. to the Point of Beginning reserving the Westerly 43 ft. for road purposes also reserving easements of record.



CITY OF
**Sterling
Heights**

InnovatingLiving

Interoffice Memorandum

Date: October 8, 2015

To: Don Mende, Mike Viazanko, Jennifer Varney, Brent Bashaw, Mike Moore, Denice Gerstenberg

From:

A handwritten signature in black ink, appearing to read "M Carufel".

Mark Carufel, City Clerk/Risk Manager

Subject: **J. G. Kern Enterprises, Inc.**

This office has received an application from J. G. Kern Enterprises, Inc. requesting an Industrial Facilities Tax Exemption Certificate at the following location:

44044 Merrill Drive

Prior to submission of the Application and Agreement to the City Council for consideration, the City reviews any existing site for which an Industrial Facilities Tax Exemption Certificate has been requested to determine whether there are any unpaid charges (taxes, special assessments, etc.), and whether the premises comply with applicable codes, ordinances and standards (i.e., upkeep and maintenance – upgrading of landscaping, removal of non-conforming structures, satisfaction of current public utility requirements, fence repairs, etc.)

Please forward a copy of your findings to Meghan Ahearn for the location listed above by October 19, 2015.

If you have any questions, please do not hesitate to call on extension 2421.

cc: Assessor



Office of Assessing

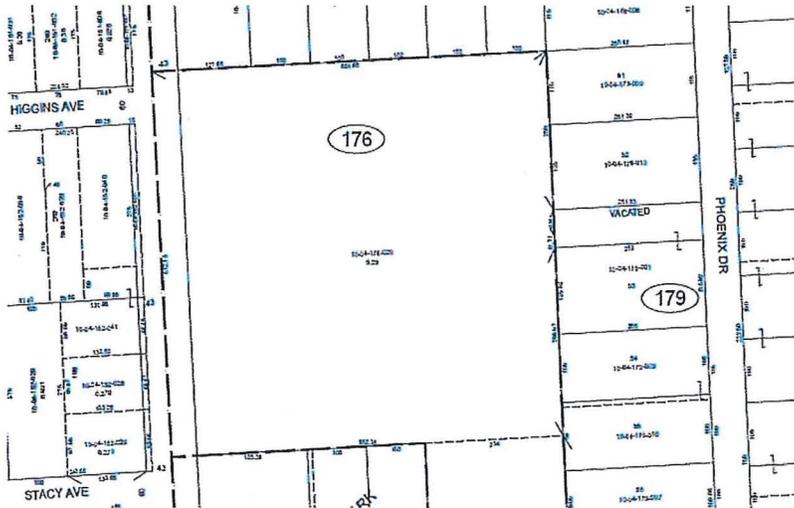
IFEC Information Sheet

Date: 6/7/16
Applicant: J.G. KERN ENTERPRISES INC
Address: 44044 MERRILL ROAD
Sidwell Number: 50-10-04-176-020-000

PROPERTY LEGAL DESCRIPTION

T2N, R12E SEC 4; COMM AT W 1/4 COR SEC 4; TH S88*45'40"E 1355.74 FT; TH N00*59'50"E 343.00 FT TO POB; TH N00*59'50"E 612.13 FT; TH S88*29'30"E 664.65 FT; TH S01*30'30"W 250.00 FT; TH S00*26'28"E 60.05 FT; TH S01*17'56"W 296.97 FT; TH N88*56'05"W 662.34 FT; TO POB. 9.28 AC. COMB FROM -009 & -010 FOR 1999.

PROPERTY LOCATION MAP



Office of Assessing

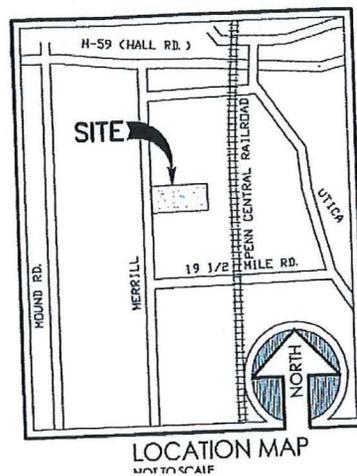
IFEC Information Sheet

Date: 6/7/16
 Applicant: J.G. KERN ENTERPRISES INC
 Address: 44044 MERRILL ROAD
 Sidwell Number: 50-10-04-176-020-000

PROPERTY LEGAL DESCRIPTION

T2N, R12E SEC 4; COMM AT W 1/4 COR SEC 4; TH S88*45'40"E 1355.74 FT; TH N00*59'50"E 343.00 FT TO POB; TH N00*59'50"E 612.13 FT; TH S88*29'30"E 664.65 FT; TH S01*30'30"W 250.00 FT; TH S00*26'28"E 60.05 FT; TH S01*17'56"W 296.97 FT; TH N88*56'05"W 662.34 FT; TO POB. 9.28 AC. COMB FROM -009 & -010 FOR 1999.

PROPERTY LOCATION MAP

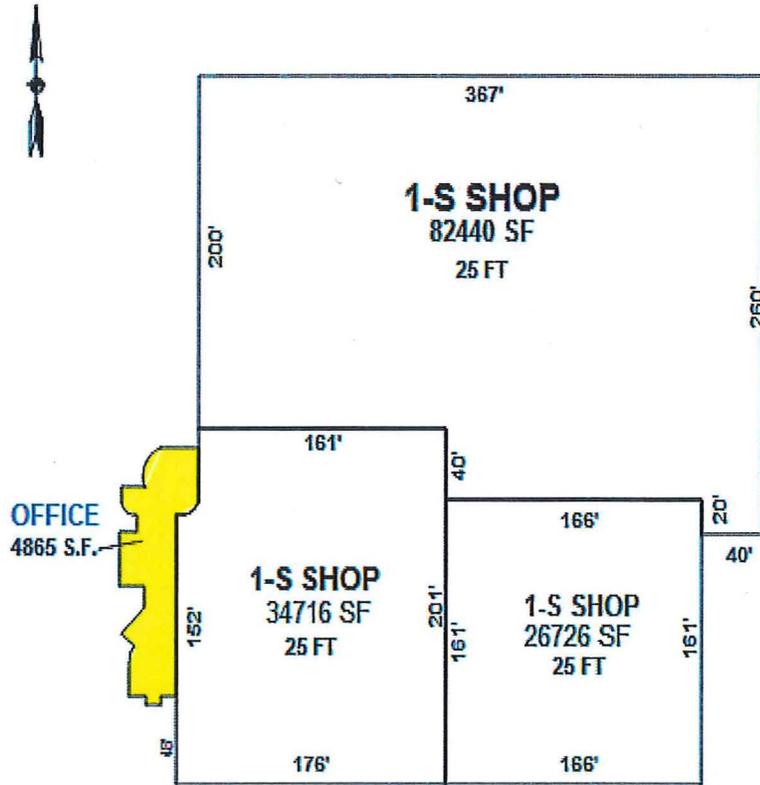


Office of Assessing

IFEC Building Sheet

Date: 6/7/16
Applicant: J.G. KERN ENTERPRISES INC
Address: 44044 MERRILL ROAD
Sidwell Number: 50-10-04-176-020-000

BUILDING SKETCHES





DATE: JUNE 7, 2016

APPLICANT: J G KERN

ADDRESS: 44044 MERRILL

PARCEL NUMBER: 10-04-176-020-000

	IFT REAL PROPERTY	IFT PERSONAL PROPERTY	FULL AD VALOREM REAL PROPERTY	FULL AD VALOREM PERSONAL PROPERTY
CITY MILLAGE RATE:	7.5929	0.0000	15.1858	
UTICA SCHOOL MILLAGE RATE:	12.8041	0.0000	25.6082	
UTICA TOT MILLAGE RATE:	27.0404	0.0000	54.0808	

YEAR	REAL PROPERTY T.C.V.	DEP	REAL PROPERTY TAXABLE VALUE	CITY MILLAGE RATE	CITY TAX	SCHOOL MILLAGE	SCHOOL TAX	W.C.S. DIST TOTAL MILLAGE	TOTAL TAX
10	\$ 2,900,000	1.00	\$ 1,450,000	0.0075929	\$ 11,010	0.0128041	\$ 18,566	0.0270404	\$ 39,209
REAL PROPERTY TAXES ABATED OVER TERM:					\$ 110,100		\$ 185,650		\$ 392,100

YEAR	PERSONAL PROPERTY T.C.V.	DEP	PERSONAL PROPERTY TAXABLE VALUE	CITY MILLAGE RATE	CITY TAX	SCHOOL MILLAGE	SCHOOL TAX	W.C.S. DIST TOTAL MILLAGE	TOTAL TAX
1	\$ -	0.89	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
2	\$ -	0.76	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
3	\$ -	0.67	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
4	\$ -	0.60	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
5	\$ -	0.54	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
6	\$ -	0.49	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
7	\$ -	0.45	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
8	\$ -	0.42	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
9	\$ -	0.38	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
10	\$ -	0.36	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
11	\$ -	0.33	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
12	\$ -	0.31	\$ -	0.0075929	\$ -	0.0000000	\$ -	-	\$ -
PERSONAL PROPERTY TAXES ABATED OVER TERM:					\$ -		\$ -		\$ -

TOTAL TAXES ABATED OVER TERM:

TOTAL TAXES ABATED PER YEAR:

\$ 110,100	\$ 185,650	\$ 392,100
\$ 11,010	\$ 18,565	\$ 39,210



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use

Item No: 2
Meeting: 6/7/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider the application by Beta Steel Corporation for an Industrial Facilities Tax Exemption Certificate at 6300 Hughes Drive (Presentation - City Assessor).

Submitted By: Office of Assessing

Contact Person/Telephone: Dwayne G. McLachlan, City Assessor (586) 446-2341

Handwritten signature in blue ink

Administration (initial as applicable)

Attachments

Table with 4 columns: Initial, Title, Attachment type, and Attachment status. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager.

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary

Beta Steel Corporation (Applicant) commenced operations in 2014 at 6300 Hughes Drive. Applicant is a full service logistics, steel rod, and wire producer. Applicant acquired the obsolete manufacturing facility in 2014 and is in the process of upgrading and modernizing it. Applicant is applying for a fifty percent tax abatement for a proposed real property investment of \$1,566,860.

This proposed real property investment will generate an estimated increase of \$59,500 in new City tax revenue over the recommended ten-year abatement term. This new tax revenue is in addition to the current real property city taxes, which over the same ten-year period will equate to approximately \$863,000. Applicant's real property investment will create 52 new jobs in the City, which will generate an overall positive economic impact for the regional economy of \$4,160,000 annually through the multiplier effect (Multiplier Factor of 4 x Wages of \$20,000/job created x 52 jobs).

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, that the application for an Industrial Facilities Tax Exemption Certificate by Beta Steel Corporation at 6300 Hughes Drive is hereby approved for a period of ten 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.



Office of Assessing Staff Report

Subject: Industrial Facilities Tax Exemption Certificate Application
Date: 6/07/16
Applicant: Beta Steel Corporation
Address: 6300 Hughes Drive
Sidwell Number: 50-10-28-301-016-000
Submitted By: Dwayne McLachlan, City Assessor
Direct Dial: (586) 446-2341
Email Address: dmclachlan@sterling-heights.net

GENERAL INFORMATION

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

APPLICANT INFORMATION

Beta Steel Corporation (Applicant) is a full service logistics steel supply group with distributing, warehousing, and manufacturing capabilities. Applicant processes bar, rod, and wire for the cold heading, cold forming, and industrial wire industries. Beta Steel specializes in stocking programs, just-in-time shipping, and quick turnaround delivery response on short lead time requirements. Utilizing global sourcing of steel rod and wire brings quality, value, and continuous improvement to its product line.

PROJECT INFORMATION

The subject property is located in an Industrial Development District established on May 18, 1982.

Applicant proposes to build out and modernize the interior space of its manufacturing facility at a cost of \$1,586,860. This investment will greatly enhance the manufacturing facility which is dated and has obsolete features. Please refer to the back-up material that details the scope of work and cost estimates.

Applicant's real property investment will also support the creation of 52 new jobs in Sterling Heights.

STAFF RECOMMENDATION

Listed below is a summary of Applicant's real property investment directly relating to this proposed project. Based on these factors, and the fact that this Applicant is in compliance with all local codes and ordinances, the City's established guidelines dictate that Applicant qualifies for a *recommended* tax abatement term of **ten years**.

Real Property Investment:	\$1,566,860	=	6 Years
Current Full Time Employees:	0		
Full Time Jobs Created:	52	=	<u>4 Years</u>
Recommended IFEC Term:			10 Years

Full Time Jobs Created in Southeast Michigan:	52
Employment Multiplier for Manufacturing Jobs:	4
Related New Jobs Created in Southeast Michigan:	208
Average Wage of Jobs Created in Southeast Michigan:	\$20,000
Positive Area Impact of Jobs Created:	\$4,160,000

PROPERTY TAXES ABATED (50%) &

ADDITIONAL REVENUE GENERATED

<u>City Tax</u>	<u>School Tax</u>	<u>Total Tax</u>
-----------------	-------------------	------------------

Property Taxes Abated over 10-Year Term:	\$ 59,500	\$146,850	\$212,500
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TAX ANALYSIS

Applicant's annual pre-project City tax liability:	\$86,300
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Additional annual City taxes generated by investment:	\$5,950
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OFFICE OF ASSESSING

CITY COUNCIL BACKUP INFORMATION

Subject: Industrial Facilities Tax Exemption Certificate Application
Date: June 7, 2016
Applicant: BETA STEEL
Address: 6300 Hughes DR
Sidwell Number: 50-10-28-301-016-000
Submitted by: Dwayne McLachlan, City Assessor
Direct Dial: 586-446-2341
Email Address: dmclachlan@sterling-heights.net

<u>PAGES</u>	<u>BACKUP CONTENT</u>
--------------	-----------------------

12	Industrial Facilities Exemption Certificate (IFEC) Application
2	IFEC Property Information Sheets
1	IFEC Building Information Sheets
1	IFEC Property Tax Abatement Calculation

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

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

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Beta Steel Corporation		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 423500	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6300 Hughes Dr., Sterling Heights, MI 48312		1d. City/Township/Village (indicate which) City of Sterling Heights	1e. County Macomb
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Warren Consolidated	3b. School Code 50230
		4. Amount of years requested for exemption (1-12 Years) 12	

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

Buildout of Interior Space (\$1,066,860), Office Furniture (\$80,000), Replacement of Concrete (\$500,000), 2 Drawblocks, auxiliary equipment & infrastructure (\$250,000).

6a. Cost of land and building improvements (excluding cost of land)	▶ 1,566,860
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures	▶ _____
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs	▶ 1,566,860
* Round Costs to Nearest Dollar	
Total of Real & Personal Costs	

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

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	5/11/2015	5/10/2017	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 0	10. No. of new jobs at this facility expected to create within 2 years of completion. 52
--	---

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

a. TV of Real Property (excluding land)	n/a
b. TV of Personal Property (excluding inventory)	n/a
c. Total TV	n/a

12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 5/18/1982	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Laurel A Dailey	13b. Telephone Number 586-698-9191	13c. Fax Number 586-698-0139	13d. E-mail Address laurie.dailey@betasteel.com
14a. Name of Contact Person Scott W Bernstein	14b. Telephone Number 586-698-9190	14c. Fax Number 586-698-0139	14d. E-mail Address scott.bernstein@betasteel.com
▶ 15a. Name of Company Officer (No Authorized Agents) Scott W Bernstein - President			
15b. Signature of Company Officer (No Authorized Agents) <i>[Signature]</i>		15c. Fax Number 586-698-0139	15d. Date 11/6/15
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 6300 Hughes Drive, Sterling Heights, MI 48312		15f. Telephone Number 586-698-9190	15g. E-mail Address scott.bernstein@betasteel.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

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

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

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

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

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

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

STC USE ONLY:				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A

ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE

Beta Steel Corporation
6300 Hughes Dr.
Sterling Heights, MI 48312

<u>COST OF LAND IMPROVEMENTS</u>	<u>Estimated</u>	<u>Cost</u>
Concrete, inc. Sitework		\$500,000
TOTAL COST		\$500,000

<u>COST OF BUILDING</u>	<u>Estimated</u>	<u>Cost</u>
Masonry, inc. Facing		\$29,930
Steel, Structural		\$33,955
Carpentry, Rough and Finish inc. demo		\$168,351
Roof		\$65,747
Doors, inc. Frames Hdw & accessories		\$77,495
Window, inc. Treatments		\$70,655
Painting (Exterior and Interior)		\$26,011
Flooring (Carpet, tile, VCT) inc. patch		\$80,782
Plumbing (Water/Sewage, Gas, Air)		\$99,820
Fire Protection		\$29,055
HVAC		\$181,044
Electrical Work		\$204,015
TOTAL COST		\$1,066,860

GRAND TOTAL: REAL PROPERTY - \$1,566,860

Beta Steel Corporation

LEGAL DESCRIPTION

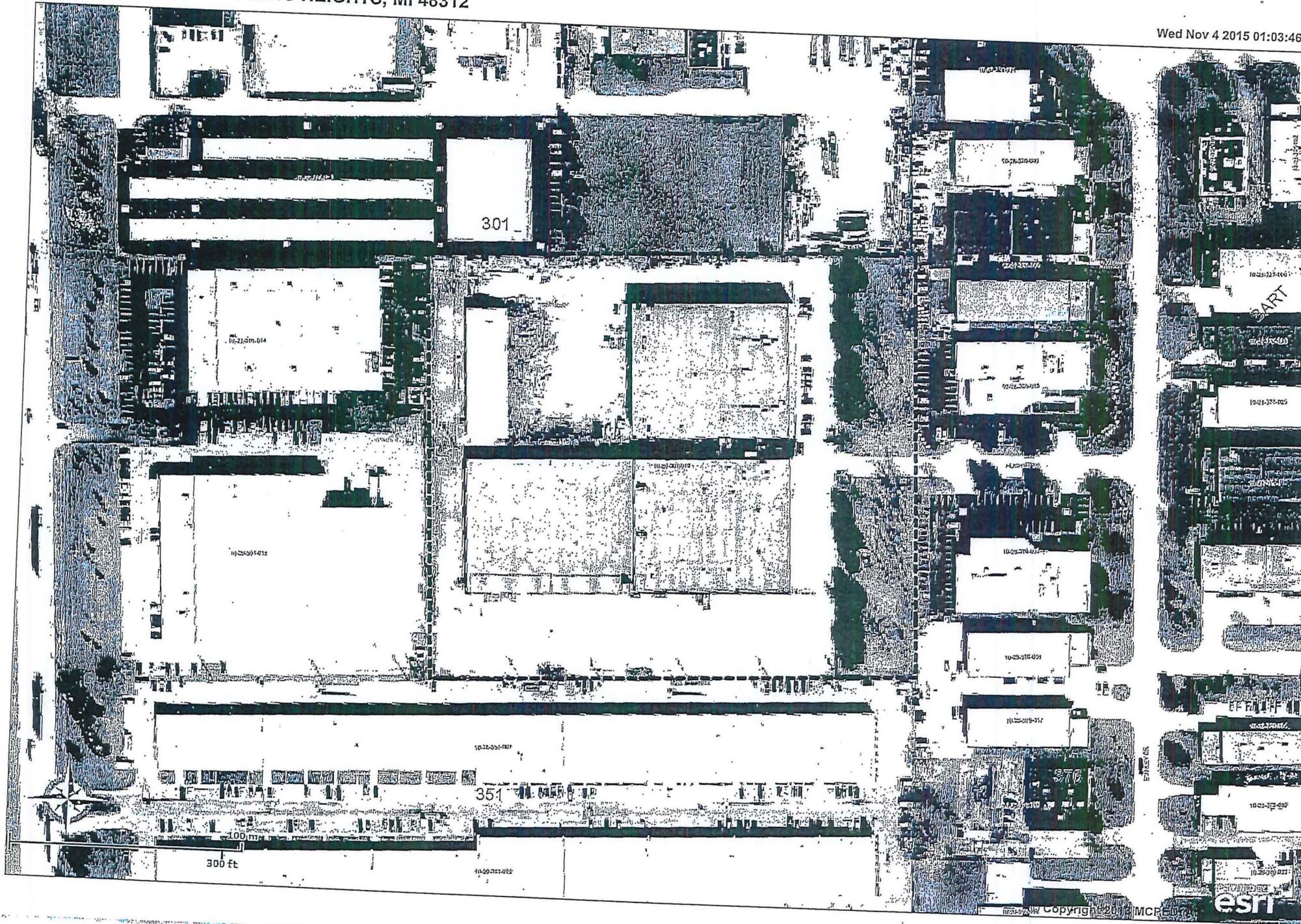
6300 Hughes Dr.
Sterling Heights, MI 48312

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 10-28-301-016-000

Legal Description:

T2N, R12E SEC 28 COMM AT W 1/4 SEC 28; TH S00°10'00"W 660.35 FT; TH S89°23'38"E 618.59 FT TO POB; TH S89°23'38"E 692.0 FT; TH S00°47'42"W 627.90 FT; TH N89°32'10"W 692.01 FT; TH N00°47'42"E 629.59 FT TO POB. 10.0 AC. SPLIT & COMB FROM -005 & -006 FOR 2000.



301

351

300 ft

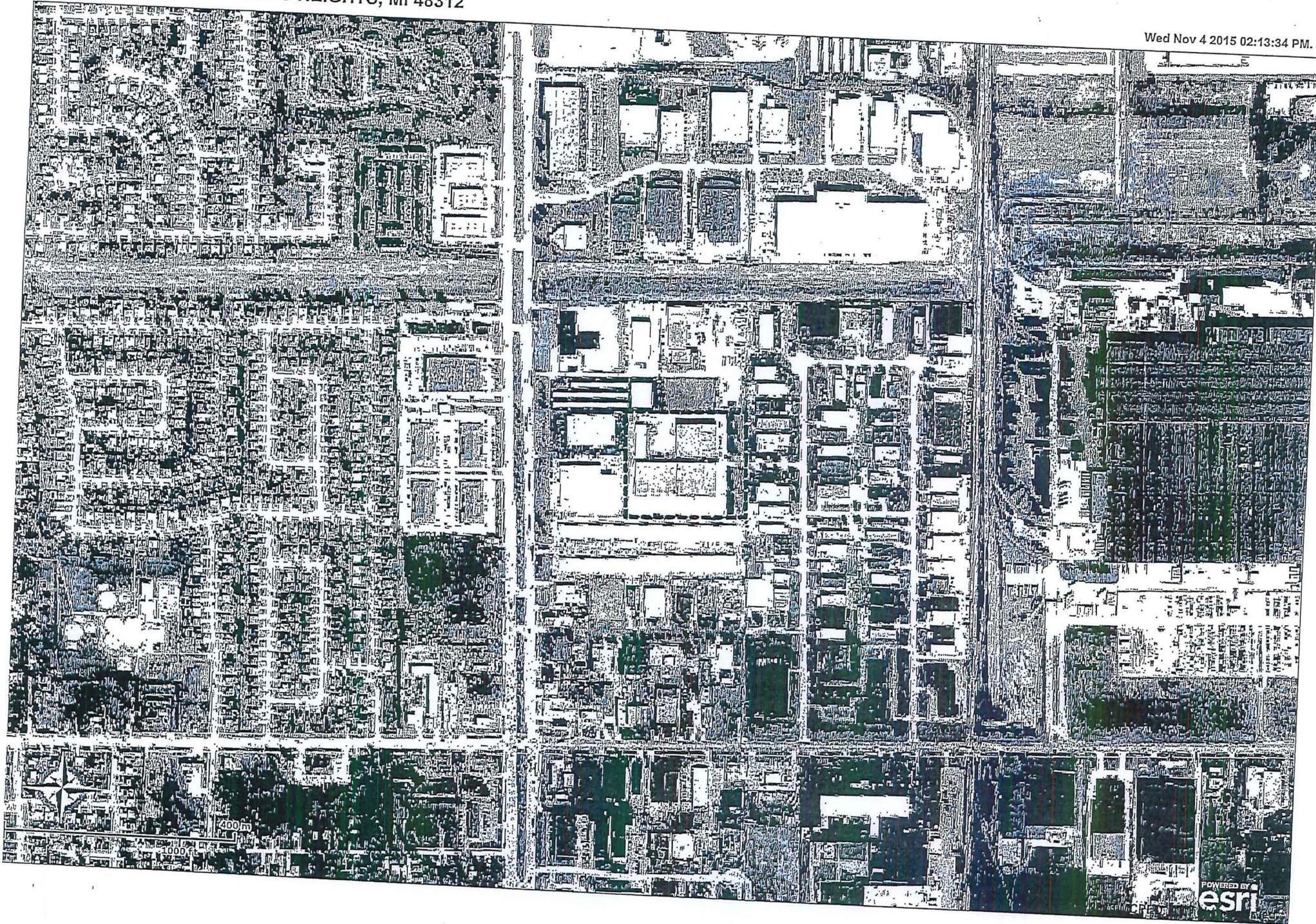
100 ft

esri

Copyright © 2014 MCR

Beta Steel Corporation
6300 HUGHES DR. STERLING HEIGHTS, MI 48312

Wed Nov 4 2015 02:13:34 PM.



400m

1000ft

POWERED BY
esri



IFEC Application Affidavit of Fees

APPLICANT NAME: Beta Steel Corporation

PROPERTY ADDRESS: 6300 Hughes Dr. Sterling Heights, MI 48312

CERTIFICATION

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

IFT APPLICANT

PRINT NAME: Scott Bernstein

TITLE: President

SIGNATURE: *SB*

DATE: 11/6/15

The forgoing certification was acknowledged this 6 day of November

By Scott Bernstein, President on behalf of Beta Steel Corporation

(Name) (Title)

(Company Name)

DONNA WAEGENAERE
Notary Public, State of Michigan
County of Lapeer
My Commission Expires 11-01-2020
Acting in the County of Macomb

Donna Waegenaere
Notary Public, Lapeer County, MI

CITY OF STERLING HEIGHTS

PRINT NAME: Mark Carufel

TITLE: City Clerk

SIGNATURE: _____

DATE: _____

The forgoing certification was acknowledged this _____ day of _____

By _____ on behalf of _____
(Name) (Title) (Company Name)

Notary Public, _____ County, MI



IFEC LETTER OF AGREEMENT

DATE: 11/6/15
COMPANY NAME: Beta Steel Corporation
FACILITY ADDRESS: 6300 Hughes Dr. Sterling Heights, MI 48312

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

RE: Industrial Facilities Tax Exemption Certificate between:
Beta Steel Corporation and the City of Sterling Heights

Dear Members of Council:

Beta Steel Corporation (the "Company") has submitted the attached Application (the "Application") to you requesting approval of an Industrial Facilities Tax Exemption Certificate ("IFEC"), pursuant to Michigan Public Act 198 of 1974, as amended, for the property located at 6300 Hughes Dr., Sterling Heights, MI 48312 (the "Facility") (Legal Description of the property where the Facility is located is attached).

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

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

- a. The Company will make the improvements set forth in the Application within two (2) years of the effective date of the IFEC (the "Effective Date").
- b. The Company will purchase and/or lease and install the personal property as set forth in the Application within two (2) years of the Effective Date.
- c. The Company will create 52 new full-time jobs at the Facility within two (2) years of the Effective Date.
- d. The Company will comply with the requirements imposed by the City as part of the site review prior to issuance of a Certificate of Occupancy.

2. **Compliance with Laws.** The Company agrees that it will operate the Facility in accordance with all applicable Federal, State, and local laws or regulations, including but not limited to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other Environmental regulations.
3. **Continued Operation of the Facility.** The Company further agrees to continue to operate the Facility within the City for the period of the IFEC in order to retain the benefits of the IFEC.
4. **Premature Vacation of the Facility.** If the Company vacates, or intends to vacate, the Facility prior to the end of the term of the IFEC, the Company shall be responsible for the following:
 - a. If the Company intends to vacate the Facility for which the IFEC has been approved and issued prior to the end of the term of this agreement, the Company agrees to notify the City Assessor in writing of such intent and the reasons for vacating not less than 60 days prior to vacating the facility.
 - b. The Company agrees to make reasonable provisions satisfactory to the City and in compliance with all applicable laws, codes and ordinances to maximize the likelihood of re-occupancy or re-use of the unoccupied building for productive use within a reasonable time period after the Facility is vacated.
 - c. The Company shall, if requested by the City, deposit an amount equal to the amounts anticipated to be due from the Company under this agreement as a result of the Company vacating the Facility prior to the term for which the IFEC was approved, including but not limited to any reasonable cleanup or maintenance costs, administrative fees, court costs, and attorney fees incurred.
 - d. The Company shall pay any outstanding taxes and shall repay to all affected municipalities an amount equal to the total tax amount abated by the IFEC (unless recovery of a lesser amount is requested by the City or other taxing authority) within 30 days of the date of an invoice for such taxes.
 - e. If the Company fails to pay the amount of the invoice for abated taxes within 30 days of the date of the City invoice, the Company shall be responsible for any additional costs incurred by the City in recovery of such taxes, including, but not limited to administrative fees, court costs, and attorney fees incurred.
5. **Notice of Completion and Final Cost Report.** The Company will submit to the City, not later than 90 days after the completion date for each property component for which an IFEC was granted a Notice of Completion and Final Cost Report in a form requested by the City which includes the actual completion date and final cost of each project component for which an IFEC was originally granted, and an explanation if the final cost of either the real or personal property listed on the Application was greater than the original estimated amount by more than 10%.
6. **Employment Status Report.** The Company will submit to the City, not later than January 31st of the second year after the effective date, and every two years after that date, an Employment Status Report in a form requested by the City, which includes the number of actual full-time jobs created as a direct result of the project for which the certificate was granted, and an explanation if the jobs created during the term of the IFEC was less than the original estimated amount.

7. **Review and Audit: Payment of Costs.** The Company understands that the City may review and audit the information provided by the Company to determine compliance with this agreement and that any costs for such services will be paid by the Company in accordance with a fee schedule approved by the City Council, which may be adjusted from time to time based upon increases in costs to the City.
8. **Remedies for Default for Failure to Satisfy Representations Made in Application.** The Company understands that the City may pass a resolution requesting that the State Tax Commission reduce the term of the IFEC or revoke the IFEC to the extent that the construction or expansion of the Facility has not been completed, expenditures made, or employment reached as represented by the Company in the application, by sending a copy of this Agreement along with a copy of the City Council resolution authorizing such action to the State Tax Commission. In addition, the Company acknowledges that the City may take into account any deficiency in job creation, or real or personal property investment made under this application in a subsequent application for an IFEC filed by the Company.
9. **Consequences of Unsuccessful Real or Personal Property Tax Appeal.** The Company acknowledges that if during the term of this Agreement, the Company appeals any real or personal property assessment to the Michigan Tax Tribunal or other court of competent jurisdiction upon which it does not prevail, that the Company shall pay to the City all reasonable costs, expenses, and attorney fees incurred by the City in defending such appeals within thirty (30) days of the date of receipt of an invoice from the City. The Company also acknowledges that the City may consider such appeals in deciding the term of any subsequent certificates granted to the Company.
10. **Unforeseen Events.** By execution of this agreement, it is understood that the Company's investment in the Facility and the City's investment in the granting of the IFEC are to encourage economic growth within the City. The City acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this agreement and the terms of the Application. The City will give the Company an opportunity to explain the reasons for any variations from the representations contained in the application and will evaluate the Company's situation prior to taking any action authorized by paragraph 4 and 8 of this agreement.
11. **Entire Agreement.** This is the entire agreement of the parties relating to the matters covered by this Agreement, and no prior or subsequent promises, representations or assurances, whether in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement or separate agreement signed following the date of this Agreement by authorized representatives of all parties to this Agreement.
12. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions thereof, which shall remain in full force and effect to govern the parties' relationship.
13. **Reimbursement of Attorney Fees for Modification of Standard Agreement.** The Company agrees to reimburse the City within 30 days of the date of a receipt of an invoice from the City for all attorney fees incurred by the City in the negotiation or preparation of changes to the standard IFEC Letter of Agreement.

ACCEPTED BY: THE COMPANY

NAME: Scott Bernstein
TITLE: President
SIGNATURE: *SB*

STATE OF MICHIGAN
COUNTY OF MACOMB

The forgoing acceptance was acknowledged this 6 day of November
by Scott Bernstein, President on behalf of Beta Steel Corporation.
(Name) (Title) (Company Name)

DONNA WAEGENAERE
Notary Public, State of Michigan
County of Lapeer
My Commission Expires 11-01-2020
Acting in the County of macomb

Donna Waegenare
Notary Public, Lapeer County, MI
My Commission expires: 11-01-2020

**ACCEPTED BY: CITY OF STERLING HEIGHTS
A MUNICIPAL CORPORATION**

NAME: Michael Taylor NAME: Mark Carufel
TITLE: Mayor TITLE: City Clerk
SIGNATURE: _____ SIGNATURE: _____

STATE OF MICHIGAN
COUNTY OF MACOMB

The forgoing acceptance was acknowledged this _____ day of _____
By Michael Taylor and Mark Carufel, Mayor and City Clerk, respectively, on behalf of
the City of Sterling Heights, a Michigan municipal corporation.

Notary Public, _____ County, MI
My Commission expires: _____

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

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



Office of Assessing

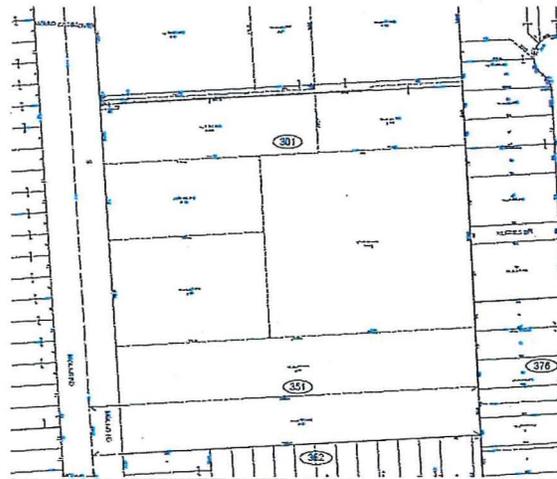
IFEC Information Sheet

Date: June 7, 2016
Applicant: BETA STEEL
Address: 6300 HUGES DR
Sidwell Number: 50-10-28-301-016-000

PROPERTY LEGAL DESCRIPTION

T2N, R12E SEC 28 COMM AT W 1/4 SEC 28; TH S00°10'00"W 660.35 FT; TH S89°23'38"E 618.59 FT TO POB; TH S89°23'38"E 692.0 FT; TH S00°47'42"W 627.90 FT; TH N89°32'10"W 692.01 FT; TH N00°47'42"E 629.59 FT TO POB. 10.0 AC. SPLIT & COMB FROM -005 & -006 FOR 2000.

PROPERTY LOCATION MAP



Office of Assessing

IFEC Information Sheet

Date: June 7, 2016
Applicant: BETA STEEL
Address: 6300 HUGES DR
Sidwell Number: 50-10-28-301-016-000

PROPERTY LEGAL DESCRIPTION

T2N, R12E SEC 28 COMM AT W 1/4 SEC 28; TH S00*10'00"W 660.35 FT; TH S89*23'38"E 618.59 FT TO POB; TH S89*23'38"E 692.0 FT; TH S00*47'42"W 627.90 FT; TH N89*32'10"W 692.01 FT; TH N00*47'42"E 629.59 FT TO POB. 10.0 AC. SPLIT & COMB FROM -005 & -006 FOR 2000.

PROPERTY LOCATION MAP

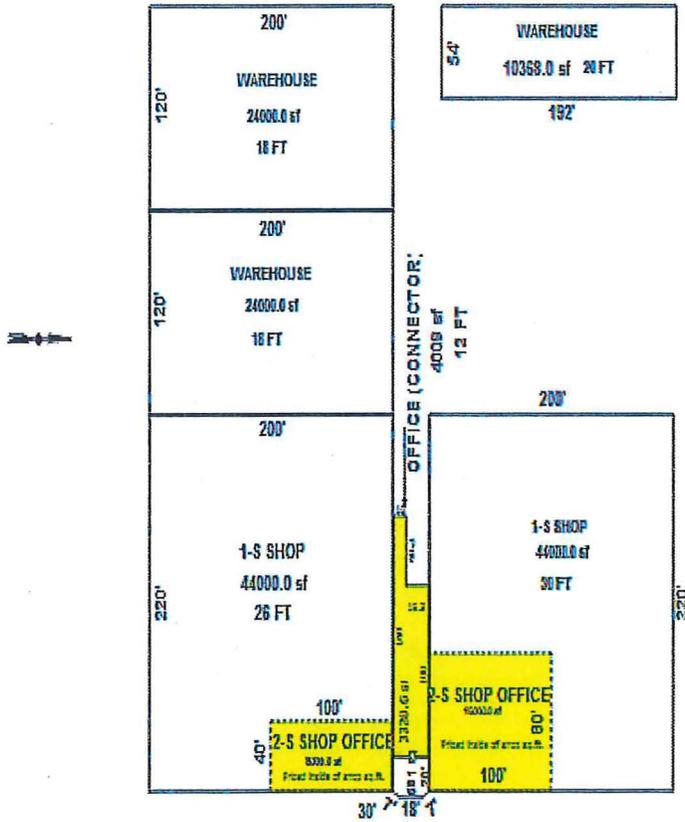


Office of Assessing

IFEC Building Sheet

Date: June 7, 2016
 Applicant: BETA STEEL
 Address: 6300 HUGHES DR
 Sidwell Number: 50-10-28-301-016

BUILDING SKETCHES





DATE: JUNE 7,2016
 APPLICANT: BETA STEEL
 ADDRESS: 6300 HUGHES
 PARCEL NUMBER: 10-28-301-016-000

	IFT REAL PROPERTY	IFT PERSONAL PROPERTY	FULL AD VALOREM REAL PROPERTY	FULL AD VALOREM PERSONAL PROPERTY
CITY MILLAGE RATE:	7.5929	7.5929	15.1858	15.1858
WARREN SCHOOL MILLAGE RATE:	18.7416	10.0438	37.4832	20.0875
WARREN CON TOT MILLAGE RATE:	27.1221	18.4243	54.2442	36.8485

YEAR	REAL PROPERTY T.C.V.	DEP	REAL PROPERTY TAXABLE VALUE	CITY MILLAGE RATE	CITY TAX	SCHOOL MILLAGE	SCHOOL TAX	W.C.S. DIST TOTAL MILLAGE	TOTAL TAX
10	\$ 1,566,860	1.00	\$ 783,430	0.0075929	\$ 5,949	0.0187416	\$ 14,683	0.0271221	\$ 21,248
REAL PROPERTY TAXES ABATED OVER TERM:					\$ 59,500		\$ 146,850		\$ 212,500

YEAR	PERSONAL PROPERTY T.C.V.	DEP	PERSONAL PROPERTY TAXABLE VALUE	CITY MILLAGE RATE	CITY TAX	SCHOOL MILLAGE	SCHOOL TAX	W.C.S. DIST TOTAL MILLAGE	TOTAL TAX
1	\$ -	0.89	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
2	\$ -	0.76	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
3	\$ -	0.67	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
4	\$ -	0.60	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
5	\$ -	0.54	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
6	\$ -	0.49	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
7	\$ -	0.45	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
8	\$ -	0.42	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
9	\$ -	0.38	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
10	\$ -	0.36	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
11	\$ -	0.33	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -
12	\$ -	0.31	\$ -	0.0075929	\$ -	0.0100438	\$ -	0.0184243	\$ -

PERSONAL PROPERTY TAXES ABATED OVER TERM:					\$ -		\$ -		\$ -
TOTAL TAXES ABATED OVER TERM:					\$ 59,500		\$ 146,850		\$ 212,500
TOTAL TAXES ABATED PER YEAR:					\$ 5,950		\$ 14,685		\$ 21,250



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use

Item No: 3

Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider introduction of an ordinance amending Section 8-9 of Chapter 8 of the City Code and approval of an Agreement for Animal Control Services between the city of Sterling Heights and County of Macomb. (Presentation John Berg, Chief of Police)

Submitted By: Sterling Heights Police Department

Contact Person/Telephone: John Berg, Chief of Police/446-2811

Administration (initial as applicable)

Attachments

Table with 4 columns: Initial, Title, Attachment, and Other. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager.

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary

Introduction

The City of Sterling Heights has been presented with an Agreement for Animal Control Services by Macomb County Animal Control. This Agreement, if approved will provide the City's Animal Control Services with a myriad of animal control services, including sheltering, quarantine, care, maintenance, treatment, testing for rabies, neutering, tranquilizing, veterinary services, and feeding of the pet or animal, livestock and exotic animals.

Historically, the City has utilized the services of Macomb County Animal Control. These services were contracted for through an agreement approved annually. In 2011, the City opted to not contract with Macomb County Animal Control and instead entered into an intergovernmental agreement with Eastpointe, Warren, St. Clair Shores, and Roseville for the provision of sheltering services through a Sterling Heights-based veterinarian who operated a licensed kennel facility.

The City studied whether it could open and operate its own shelter. The start-up and operational costs of this option proved prohibitive. The City has struggled to find suitable shelters for the animals taken into custody by the Police Department's animal control officers. Due to volume and locality, only the County has the consistent capacity to assist with the City's animal sheltering needs.

Return Program (SNR) for feral cats. SNR is a humane, systematic approach to control the population of feral cats. A cat turned over under this program that is determined to be feral receives treatment, is neutered, and returned to the area where it was taken into custody. All municipalities currently contracting with Macomb County Animal Control participate in SNR.

Historically, the number of feral cats taken into custody by Animal Control is low, approximately five to thirty cats per year. In the absence of SNR, many of these feral cats will be euthanized should a suitable rescue facility not be available.

Proposed Ordinance

In order to participate in SNR, Chapter 8 of the City Code, entitled Animals, needs to be amended. Specifically, Section 8-9, which governs the Control of Animals, needs to reflect that under SNR, the feral cats will be released back into the community following treatment. This will be accomplished with a minor amendment which exempts agreements between the City and other governmental agencies for animal control services from the prohibition of allowing a dog or cat to run at large. Please refer to the attached ordinance.

Agreement for Macomb County Animal Control Services

The proposed Agreement will facilitate the use of Macomb County Animal Shelter for sheltering of animals taken into the custody of the Police Department's animal control officers. Returning to Macomb County Animal Control for these services is the most cost-effective and operationally efficient option. In addition, Macomb County Animal Control will provide the City with a number of specialized services under the terms and conditions of the Agreement.

The Police Department is recommending approval of the proposed Agreement as well as adoption of the ordinance amending Chapter 8, Section 8-9 of the City Code.

Suggested Action No. 1 (To introduce ordinance):

MOVED BY:

SECONDED BY:

RESOLVED, to introduce the ordinance amending Chapter 8, Section 8-9 of the City Code to facilitate the shelter, neuter, and release program in Sterling Heights.

Suggested Action No. 2 (To approve Agreement for Macomb County Animal Control Services):

MOVED BY:

SECONDED BY:

RESOLVED, to approve the Agreement for Macomb County Animal Control Services between the city of Sterling Heights and County of Macomb and authorize the Mayor and City Clerk to sign it on behalf of the City.

CITY OF STERLING HEIGHTS

MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 8-9 OF CHAPTER 8 OF THE CITY CODE TO FACILITATE THE CITY ENTERING INTO ANIMAL CONTROL SERVICE AGREEMENTS WITH GOVERNMENTAL AGENCIES THAT INCLUDE SHELTER, NEUTER, AND RELEASE PROGRAMS IN STERLING HEIGHTS.

THE CITY OF STERLING HEIGHTS ORDAINS:

SECTION 1. Section 8-9 of Division 1 of Article II of Chapter 8 of the Code of Ordinances shall be amended to read as follows:

8-9. CONTROL OF ANIMALS; RUNNING AT LARGE; CLEANUP.

(A) All animals shall be kept under restraint. It shall be unlawful for any person to cause or permit any animal owned, kept, possessed, or harbored by such person, or under his or her control, to run at large or unattended, upon the public streets, walks, alleys, parks, public places within the city, or upon the premises of another, without express permission of the owner or occupant of the private premises. All female dogs in heat shall be kept inside a building or within a fence or other enclosure which limits the dog to a particular confined area so that the dog cannot come into contact with a male dog except for planned breeding. When allowed outdoors to relieve itself, a dog in heat shall be under restraint and under the observation of its owner.

(B) If an animal trained or used for fighting or an animal that is the first or second generation offspring of a dog trained or used for fighting goes beyond the property limits of its owner without being securely restrained, or is not securely enclosed or restrained on the owner's property, the owner is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not less than \$50 nor more than \$500, or both.

(C) Subsection (B) does not apply to the following:

(1) A dog trained or used for fighting, or the first or second generation offspring of a dog trained or used for fighting, that is used by a law enforcement agency of the state or county, city, village, or township;

(2) A certified leader dog recognized and trained by a national guide dog association for the blind or for persons with disabilities; or

(3) A corporation licensed under the Private Security Guard Act of 1968, being M.C.L. §§ 338.1051 to 338.1085, when a dog trained or used for fighting, or the first or second generation offspring of a dog trained or used for fighting, is used in accordance with the Private Security Guard Act of 1968.

(D) An animal that is involved in a violation of subsection (B) shall be confiscated as contraband by a law enforcement officer and shall not be returned to the owner, trainer, or possessor of the animal. The animal shall be taken to a local humane society or other animal welfare agency. If an animal owner, trainer, or possessor is convicted under subsection (B), the court shall award the animal involved in the violation to the local humane society or other animal welfare agency at the expense of the animal's owner, trainer, or possessor.

(E) This section does not apply to conduct that is permitted by and is in compliance with any of the following:

(1) Part 401 of the Natural Resources and Environmental Protection Act being, M.C.L. §§ 324.40101 to 324.40119;

(2) Part 435 of the Natural Resources and Environmental Protection Act, being M.C.L. §§ 324.43501 to 324.44106;

(3) Part 427 of the Natural Resources and Environmental Protection Act, being M.C.L. §§ 324.42701 to 324.42714;

(4) Part 417 of the Natural Resources and Environmental Protection Act, being M.C.L. §§ 324.41701 to 324.4712.

(5) An agreement between the city and any other governmental agency for the humane treatment and release of stray or feral cats to the area in which they were taken into custody.

(F) This section does not prohibit a person from being charged with, convicted of, or punished for any other violation of law that is committed by that person while violating this section.

(G) A person who sustains any loss of, or damage to, property by an animal running at large may demand reasonable compensation from the owner of the animal as reparation for the loss or damage as ordered by the court. The demand for compensation shall be in writing and include:

(1) A statement of when, where, what, and how much damage was done.

(2) The identity or description of the animal and, if known, the identity of the owner of the animal.

(3) The demand for compensation shall be verified by the claimant and submitted to the law enforcement agency which has the animal in its custody or possession.

(H) If the owner of an animal that is previously adjudicated to be a dangerous animal allows the animal to run at large, the owner is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, a fine of not less than \$250 nor more than \$500, or community service work for not less than 240 hours, or any combination of these penalties. The court may order a person convicted under this subsection to pay the costs of the prosecution.

(I) Any person who owns, keeps, possesses, or harbors an animal shall be responsible to ensure that the animal does not defecate on property other than that person's property, or, if the animal does so, to promptly clean up any fecal matter deposited by the animal.

(J) Animals found trespassing on school grounds, whether under restraint or otherwise, shall constitute a nuisance per se, punishable as provided in this chapter.

(K) This section may be construed to permit the use of technological restraints, which include, but are not limited to, invisible fences which emit signals or sounds to discourage an animal from exiting the property; provided, that such technological restraints must be properly installed, set up, operational, and advertised by signage as required by this chapter, and provided the technological restraint keeps the restrained animals at least three feet away from any public ways or property lines. The permission granted by this section to utilize technological restraints for a particular animal shall be automatically revoked upon a second violation by that animal of the restraint requirements of this chapter. In no event shall the use of technological restraints immunize an owner from the criminal and civil responsibilities set forth in this chapter for failure to keep an animal under restraint.

SECTION 3. All other provisions of the Code of Ordinances not specifically amended shall remain in full force and effect.

SECTION 4. This ordinance shall become effective immediately upon publication of a notice of adoption.

This ordinance was introduced at a _____ meeting of the City Council of the City of Sterling Heights on the _____ day of _____, 2016, and was duly adopted at a _____ meeting of the City Council of the City of Sterling Heights on the _____ day of _____, 2016.

MICHAEL C. TAYLOR, Mayor

MARK CARUFEL, 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 that amends Section 8-9 of Chapter 8 of the City Code to facilitate the City entering into animal control service agreements with governmental agencies that include shelter, neuter, and release programs in Sterling Heights. 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.

AGREEMENT FOR MACOMB COUNTY ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into the _____ day of _____, between Macomb County Animal Control, an agency of the County of Macomb, and the City of Sterling Heights, ("City"). This agreement will hold these terms expiring on December 31, 2016.

WHEREAS, the City is desirous of transporting, transferring custody of and impounding pets and/or animals from time to time to Macomb County Animal Control ("Animal Control"), and

WHEREAS, it is the mutual intent of the parties that if the City transfers custody of and/or impounds pets or animals to Animal Control, and if Animal Control agrees to accept the pets or animals, that the parties establish policies and procedures as well as a valuable consideration to be paid to Animal Control for keeping, care, maintenance, feeding and/or disposal of the pets and/or animals;

THEREFORE, it is agreed between the parties as follows:

PURSUANT TO MICHIGAN STATE LAW

1. Holding Times: Stray dogs and cats without identification noting the owner's address or without some type of identification that leads to an owner's address will be held for four business days (not including the day the animal is acquired). Animals with identification noting the owner's address or identification that leads to an owner's address (e.g., collar, microchip, tattoo, dog license), will be held for seven business days from the date the required written notice is sent to the owner alerting the owner the animal is at Macomb County Animal Control.

FOR BILLING PURPOSES: The "City" is financially responsible for every "Day" the animal is in the custody and care of Macomb County Animal Control awaiting its legal stray hold,

in accordance with Michigan State Law.

Day: shall mean a calendar day regardless of the days the shelter is actually open and includes holidays and weekends. As an example, If an animal with NO ID was admitted into Macomb County Animal Control by your "City" on a Tuesday, that animal will be held until the following Tuesday, incurring six days of board fees. Owner surrendered animals, or animals which are ill or injured to the extent that holding the animals would result in undue suffering, are not subject to the same holding time. Animal Control will not accept owner surrenders unless all paperwork is completed in full, including but not limited to address, phone number, and driver license number.

2. The City shall pay to Animal Control within 45 days of billing the following sums of money for the following services rendered by Animal Control to the City, any discrepancies with billing must be brought to the attention of Macomb County Animal Control within the 45 day billing cycle.

a. For each dead pet or animal turned over to Animal Control, the City shall pay the sum of Ten (\$10.00) Dollars.

b. For each give up pet or animal turned over to Animal Control, the City shall pay the sum of Thirty-one (\$31.00) Dollars. For any animal surrendered for the purpose of euthanasia, the "City" shall pay the sum of Seventy-five (\$75.00) Dollars.

c. For each pet or animal requiring 10-day quarantine, the City shall pay the sum of Two-hundred and Twenty-five Dollars (\$225.00). Beyond the 10-day quarantine, the daily rate shall apply.

d. For each stray pet or animal turned over to Animal Control, the City shall pay the sum of Twenty-One (\$21.00) Dollars per day per pet or animal for the keeping of, care, maintenance, and/or feeding of the pet or animal. One day

shall be construed to mean any period of time up to 24 hours. Any time over and above 24 hours (but less than 48 hours) shall be construed to be an additional day.

Each additional 24 hour period shall be charged at Twenty-One (\$21.00) Dollars, per day. Additional expenses incurred by Macomb County Animal Control for care of livestock and/or exotics shall be reimbursed by the City.

e. For any treatment rendered to a pet or animal turned over to Animal Control, the City shall pay to Animal Control the reasonable cost of the treatment.

f. The City shall reimburse Animal Control for overtime paid to an Animal Control employee by the County of Macomb per the rate established by the collective bargaining agreement governing the employee for impound processing requiring an Animal Control employee to be called in during hours other than normal working hours or staying past the end of the employee's shift.

g. The City agrees to reimburse Animal Control the sum of Sixty-seven (\$67.00) Dollars for the transportation, cost and preparation of suspected rabies specimens.

h. For each call requiring the use of tranquilizer equipment, the City shall pay the sum of One Hundred and Fifty-three (\$153.00) Dollars.

3. No animal with injuries requiring immediate veterinary care, e.g. animals with taser prongs attached or animals injured by a motor vehicle, will be accepted by Animal Control. It is the responsibility of the City to obtain veterinary treatment before bringing the animal to Animal Control.

4. The City shall promptly report all animal bites and communicable diseases to Animal Control and the Macomb County Health Department on forms provided by Animal

Control. Further, the City shall conduct all animal bite follow-up activities and report the results to Animal Control and the Health Department as soon as the information is available.

5. The City shall pay to Animal Control the monies as set forth above for the services, whether such services are requested by the City's elected officials, appointed or hired officials, police officers, code enforcement officers, deputies, representatives, agents or any City employee acting with actual or apparent authority on behalf of the City.

6. The City shall pay Animal Control the monies as set forth above for every day the pets or animals are kept or treated at Animal Control, regardless of the reason that the pet or animals are brought to Animal Control. These reasons include, but are not limited to:

- Stray pets or animals picked up by the City.
- Pets or animals turned over to Animal Control as a result of a Court order.
- Pets or animals turned over to Animal Control resulting from a criminal investigation.
- Pets or animals turned over to Animal Control which have been removed from a home and/or owner due to animal cruelty, abandonment, or any reason for which the City has removed them and turned them over Animal Control.
- Pets or animals being held as evidence in a criminal case, or possible criminal case, whether such case is pending or not and/or whether such case is being prosecuted locally or by the County Prosecutor's Office.

7. Unless otherwise provided by law, as of January 1, 2014, Animal Control will not accept healthy, stray or feral cats from the City unless the City participates in Animal Control's shelter, neuter, and return program.

8. The City agrees that its employees, including but not limited to, animal control officers, code enforcement officers, police officers, or other representative or agents of the City shall not interfere with the internal operations of Animal Control. The City's employees shall follow all rules regarding the internal practices of Animal Control, including, but not limited to, not accessing areas of Animal Control that are restricted to Macomb County employees only. If a City employee interferes with the operations of Animal Control, this contract may, at the discretion of the Director of Animal Control, be terminated upon 30 days' written notice. It is further agreed that Animal Control shall not supply to the City supplies.

9. Notwithstanding any other provision of this Agreement, it is agreed by the parties, that Animal Control has the right to deny and has no obligation to accept any pets or animals brought to Animal Control for care, maintenance, feeding and/or treatment. The purpose of this Agreement is to set service fees to be paid by the City to Animal Control and not to establish an obligation on the part of the City to bring a certain number of pets or animals to Animal Control or for Animal Control to be obligated to accept the pets or animals.

10. The County of Macomb, at its discretion, has the right to adjust the service fees to be paid by the City; provided, however, that any change in the fees shall not take effect until thirty (30) days after the mailing or delivery of written notice to the City. Thereafter, the City shall be bound by the adjusted rate for any pets or animals which are thereafter brought to Animal Control or which are at Animal Control when the adjusted rate becomes effective.

11. All liability to third parties arising out of activities to be performed by a party under the terms of this agreement shall be the responsibility of that party if the liability is caused by, or arises out of, the action, or failure to act, on the part of the party or anyone directly or indirectly employed by the party.

In the event that liability to third parties arises as a result of activities conducted

jointly by the City and Animal Control in fulfillment to their responsibilities under this Agreement, such liability shall be borne by the City and Animal Control in relation to each party's responsibilities under these joint activities.

Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity by Macomb County, Macomb County Animal Control, the City, their agencies or employees as provided by statute or court decisions.

IN WITNESS WHEREOF, the parties have set their hands the day and date aforementioned.

CITY OF

COUNTY OF MACOMB

By: _____

By:  _____

Mark F. Deldin,
Deputy Macomb County Executive



**Business of the City Council
Sterling Heights, Michigan**

Delivered JUN 2, 2016

City Clerk's Use
Item No: 4 A-Q
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Consent Agenda

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, 446-2421

Administration (initial as applicable)

Attachments

- | | | |
|---|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Resolution | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Finance & Budget Director | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Plan/Map |
| <input type="checkbox"/> City Attorney (as to legal form) | <input type="checkbox"/> Contract | <input type="checkbox"/> Other |
| <input type="checkbox"/> City Manager | | |

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Suggested Action:

MOVED BY:

SECONDED BY:

4. CONSENT AGENDA

- A. Approval of Minutes
Regular Meeting of May 17, 2016**
- B. Approval of Bills**
- C. To award a bid for the replacement of electrical service panels at City Hall (Total expenditure of \$74,000).**
- D. To award a bid for rental of tents, tables, chairs, and accessories for city events (Estimated annual expenditure of \$16,112.50).**
- E. To award a bid for the sale of surplus city-owned property commonly known as 37504, 37520 and 37536 Dundee Street.**
- F. To set a public hearing date to consider the request by Ric-Man Construction, Inc. to establish an Industrial Development District (IDD) at 42600 R Mancini Drive.**

Consent Agenda

May 17, 2016

Page 2

- G. To set a public hearing date to consider the request by SDE Mancini Holdings, LLC to establish an Industrial Development District (IDD) at vacant land located on Mound Road and 18 ½ Mile Road.**
- H. To set a public hearing date to consider the request by Metro Industrial Properties, LLC to establish a Commercial Redevelopment District at 42373 and 42501 Van Dyke.**
- I. To receive the lawsuit, *Angela Eljiza vs. City of Sterling Heights*; Macomb County Circuit Court Case No. 16-1468-NO.**
- J. To purchase library books through the Suburban Library Cooperative for fiscal year 2016/2017 (Total expenditure of \$95,000).**
- K. To purchase a 200' portable push camera system through an Oakland County cooperative bid (Total expense of \$11,933.02).**
- L. To authorize the purchase of road salt at pricing available through a city of Farmington Hills' cooperative bid (Estimated expenditure of \$639,450).**
- M. To approve the application by Funfest Productions, Inc. for a Fireworks Display Permit on July 3, 2016 at Freedom Hill County Park, 15000 Metropolitan Parkway.**
- N. To approve a Publications Contract between the City of Sterling Heights and J Kraemer Designs, LLC for Parks and Recreation Department publications for a two-year period (Average annual cost of \$10,175.00).**
- O. To approve a maintenance agreement between the city of Sterling Heights and AT&T for telecommunications equipment (Total annual expenditure of \$21,330).**
- P. To approve a Legal Services Agreement between the city of Sterling Heights and Keller Thoma, P.C. for special legal counsel services – labor attorney (Estimated expenditure in fiscal year 2016/17 of \$20,000).**
- Q. To approve a five-year extension of the master service agreement between the city of Sterling Heights and Comlink, LLC for “dark” fiber optic network connections to remote City facilities. (First-year expenditure of \$55,746.87).**

*Delivered June 2, 2016
Agenda Item 4-A
Meeting: 06/07/16*

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, MAY 17, 2016

IN CITY HALL

Mayor Michael C. Taylor called the meeting to order at 7:30 p.m.

Mayor Taylor led the Pledge of Allegiance to the Flag and Mark Carufel, City Clerk, gave the Invocation.

Council Members present at roll call: Deanna Koski, Joseph V. Romano, Maria G. Schmidt, Nate Shannon, Michael C. Taylor, and Barbara A. Ziarko.

Council Member absent: Doug Skrzyniarz.

Also Present: Mark D. Vanderpool, City Manager; Jeffrey Bahorski, City Attorney; Mark Carufel, City Clerk; Carol Sobosky, Recording Secretary.

APPROVAL OF AGENDA

Moved by Koski, seconded by Romano, to approve the Agenda as presented.

Yes: Koski, Romano, Schmidt, Shannon, Taylor, Ziarko.

Absent: Skrzyniarz. The motion carried.

REPORT FROM CITY MANAGER

Mr. Vanderpool reported on a couple of important dates coming up, including Sterling Heights Police Law Day Ceremony taking place on Thursday, May 19th, 2016 at 10 a.m. at the north entrance to City Hall, or in the Council chambers in the event of inclement weather. This ceremony proudly honors the fallen officers who have served the City of Sterling Heights, including Officer Leroy Imus, Capt. Norman Stolzenfeld and Officer Mark Sawyers. He announced the Sterling Heights Memorial Day activities starting on Monday, May 30th at 9am in the courtyard between the City Hall and the Police Department, with a ceremony to honor military personnel who served our country, and the parade immediately following the ceremony. He advised that there is more information on the City's website.

Mr. Vanderpool announced that the City offices, including 41A District Court, will be closed the entire holiday weekend, including Friday, May 27th for in-service training day. Refuse collection will not be picked up on Monday. It will start on Tuesday and will be delayed one day throughout the week, ending on Saturday.

Mr. Vanderpool reviewed the regulations on fireworks, noting that the State law allows the use of consumer-grade fireworks on the day before, the day of and the day after a national holiday, which includes New Year's Day, Martin Luther King Jr.'s birthday, George Washington's birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. On these designated days, he advised that fireworks can only be discharged

between 7 a.m. and midnight, with spectators required to remain a minimum distance of 25 feet away, and 50 feet away if they are minors. He advised that the City enforces this ordinance to the best of its ability, so anyone in violation risks the chance of getting issued a citation from the City if fireworks are discharged outside of those days and hours. There is more information available on the City's website, and he added that anyone who hears fireworks in their neighborhoods on a day or time they are not allowed is welcome to contact the Police Department.

Mr. Vanderpool informed the Farmer's Market will begin on June 2nd, and will run from 3 p.m. to 8 p.m. every Thursday through the end of September, with the exception of the Sterling Fest week. More information is available on the website and regular updates can be provided by going through the "Notify Me" link.

Mr. Vanderpool announced that June 3rd, 2016 will be Sterling Heights Day at the new Jimmy John's Field located north of M-59 near Dobry, with the Eastside Diamond Hoppers versing the Utica Unicorns. Tickets for this event are available to Sterling Heights residents for \$14.50 each, which includes a grandstand ticket to the game, a hot dog and a soft drink, and the tickets can be purchased by going to www.uspbl.com/events/2016-05 and choosing the June 3rd game, using the promo code "Sterling 2016" and the special rate will be available.

Mr. Vanderpool provided an update on Sterling Pride and Shine. He reminded that every Saturday during the month of May, items not generally picked up during regular curbside pickup can be dropped off at the DPW facility. These

items can include paint, tires, chemicals, propane tanks to name a few. The first Saturday in May, 245 vehicles came through DPW to dispose of various goods, and the staff filled three 40-yard dumpsters with yard waste and various other items, 8 pallets of chemicals and over 1,000 cans of paint. This past Saturday, 233 cars dropped off the same items and again filled three 40-yard dumpsters. He noted there are two Saturdays remaining for this service and he urged residents to take advantage of it.

Mr. Vanderpool reported on the very active Code Enforcement Division. So far this year they have cleaned up 41 properties, with 19 cases scheduled during May to be adjudicated by the Ordinance Board of Appeals. Pride and Shine Clean-Up Day, held on May 7th, was attended by approximately 75 volunteers who cleaned up 26 homes. He stated the City, along with the homeowners who received the services, were very grateful for the work done, and there will be another opportunity to volunteer in the fall. He commented that the City's contractor responsible for mowing properties that are in violation of the City's 6-inch rule tagged 191 properties and mowed 60 properties in the first week alone. This program will continue throughout the summer, and is a rather unique program to Sterling Heights that works very well. Anyone who observes a violation in their neighborhood is urged to contact the City and they will make sure it is mowed within a couple of days. The City contractor's and DPW personnel will continue to mow the rights-of-way and medians weekly throughout the growing season.

Mr. Vanderpool closed his announcements by showing a slide of a “Welcome to Sterling Heights” sign, informing that approximately 40 of these signs are being put up along the City’s borders. He added that the old faded, and sometimes rusted, signs are being replaced.

PRESENTATION

Police Chief Berg introduced the newest member of the Sterling Heights Police Department, Mr. Donovan Leonard. He is from the City of Wyandotte, attended Oakland Community College and Wayne State University, graduating with a degree in Criminal Justice, and a few weeks ago, graduated from the Wayne County Regional Police Academy.

The Swearing-In Ceremony took place for Mr. Leonard.

Mr. Leonard thanked the City of Sterling Heights for giving him the opportunity to work for them. He stated he is recently out of the academy and this is his first choice of where he would like to be employed, so he is happy to be here.

Mayor Taylor congratulated Mr. Leonard and added they are looking forward to having him as part of the City’s Police Department, noting that this Department is one of the best in the State of Michigan.

Ms. Bridget Doyle, Community Relations Director, was proud and honored to present Sterling Heights with a flag and certificate announcing that their city has been named a commemorative partner with the United States of America Vietnam War 50th Commemoration. She advised that, as part of the program, Sterling Heights will host two events per year from 2016 to 2018 to honor Vietnam

Veterans and she reviewed some of the upcoming plans. She thanked Councilman Shannon for bringing this important program to their attention and supporting their process moving forward, and she called attention to the new banners along Utica Road, "Honoring Our Heroes". Ms. Doyle assured that in 2017 and 2018, they will be working with the local VFW and American Legion, as well as other city departments, to make sure they are adequately supporting their duties as a commemorative partner. She thanked the City Manager and City Council for continued support of their efforts

Moved by Shannon, seconded by Ziarko, **RESOLVED**, to receive the commemorative flag and certificate from the United States Department of Defense in honor of Sterling Heights becoming a "Vietnam War Commemorative Partner."

Councilman Shannon stated he was made aware of this commemoration about eight months ago and he felt the City should be part of this program. He contacted Ms. Doyle, she went through the process of getting the application approved, and he thanked her for her leadership. He felt it is important to recognize and honor the sacrifices of the Vietnam veterans and that the City has not forgotten their service to the Country. He looked forward to participating in the commemorative events in the future, and he urged veterans to contact either himself or the City if they have any ideas for events that would be appropriate for the 50 Year Commemoration. Councilman Shannon informed that he did some research to find out if there were any names from Sterling Heights on the Vietnam

Veterans Memorial Wall in Washington, D.C., and there is one name, Sgt. Gary Keith Moore, from Sterling Heights, Michigan. He recognized him specifically, and requested of Ms. Doyle that, possibly for future commemorative activities, they could include Sgt. Moore's name into those commemorations. He suggested that Mr. Lombardini, a member of the Historical Commission, could possibly assist by doing some research Sgt. Moore and gather more information about him.

Yes: Shannon, Ziarko, Koski, Romano, Schmidt, Taylor.

Absent: Skrzyniarz. The motion carried.

CONSENT AGENDA

1. Moved by Koski, seconded by Romano, **RESOLVED**, to approve the Consent Agenda:
 - A. To approve the minutes of the Special Meeting of April 26, 2016, the Special Meeting of May 4, 2016 and the Regular Meeting of May 4, 2016, as presented.
 - B. To approve payment of the bills as presented: General Fund - \$713,578.47, Water & Sewer Fund - \$1,490,000.54, Other Funds - \$953,127.81, Total Checks - \$3,156,706.82.
 - C. **RESOLVED**, to set a public hearing on Tuesday, June 7, 2016 at 7:30 p.m. regarding the application by J. G. Kern Enterprises, Inc. for an Industrial Facilities Tax Exemption Certificate at 44044 Merrill Road.

- D. **RESOLVED**, to set a public hearing on Tuesday, June 7, 2016 at 7:30 p.m. regarding the application by Beta Steel Corporation for an Industrial Facilities Tax Exemption Certificate at 6300 Hughes Drive.
- E. **RESOLVED**, to award the bid for red infield conditioner to Phoenix Stone Co., 74 Floral Avenue, Mt. Clemens, Michigan 48043, for the period May 18, 2016 through January 1, 2017 at unit prices bid.
- F. **RESOLVED**, to purchase Goodyear automobile and miscellaneous replacement tires at pricing available through the State of Michigan MiDeal contract, #071B6600043, through March 31, 2017.
- G. **RESOLVED**, to :
- (A) Accept the proposal by North Star Mechanical, Inc., 50650 Corporate Drive, Suite A, Shelby Township, Michigan 48315, as the primary contractor for heating and cooling maintenance and repair services for a two-year period, with an option for the City Manager to extend pricing, terms and conditions of the proposal an additional one-year period upon vendor's consent; and
- (B) Designate Arctic Air, Inc., 4918 Fernlee Avenue, Royal Oak, Michigan 48073, as the secondary contractor providing competitive estimates for repair or replacement of heating and cooling equipment in excess of \$1,000.
- H. **RESOLVED**, to approve final payment to Michigan Joint Sealing, Inc., 28830 W. Eight Mile, Suite 103, Farmington Hills, Michigan 48336, in the

amount of \$31,476.52, plus interest on retainage for the 2015 Joint Sealing Program, City Project #15-272.

- I. **RESOLVED**, to approve the Cost Sharing Agreement for 14 Mile Road Resurfacing from Ryan Road to Mound Road, subject to approval by the Macomb County Department of Roads, and direct the Mayor and City Clerk to execute the Agreement on behalf of the City of Sterling Heights.
- J. **RESOLVED**, to approve the Bypass Lane and Shoulder Easement and Storm Sewer, Catch Basin, and Manhole Easement for the installation of public improvements for the Hannebauer Estates Site Condominiums, PSP14-0028, and authorize the Mayor and City Clerk to execute all documents required in conjunction with this approval.
- K. **RESOLVED**, to:
 - (A) Waive the competitive bidding requirement in accordance with City Code §2-217(A)(9)(b) and approve a contract for the 2016 Local Road Concrete Reconstruction Program, City Project #16-283 and City Center Court Parking Lots Reconstruction, City Project #16-287, between the City of Sterling Heights and Galui Construction, Inc., 33805 Harper Avenue, Clinton Township, Michigan 48035, in the cumulative amount of \$2,669,000 and authorize the Mayor and City Clerk to sign all documentation required in conjunction with this approval; and
 - (B) Authorize a budget amendment in the amount of \$496,000 from General Fund Reserves.

L. **RESOLVED**, to approve the Administrative Services Contract with Blue Cross Blue Shield of Michigan for the period July 1, 2016 through June 30, 2017, with monthly fees of \$56.04 per employee/retiree contract for administration, \$1.61 per employee/retiree contract for Total Care Management, and \$49.70 per employee/retiree contract for specific stop loss insurance at a \$250,000 self-insured retention, and authorize the Mayor and City Clerk to sign all documents required in conjunction with this approval, upon review and approval by the City Attorney.

M. **RESOLVED**, to accept a proposal by Reliance Standard Life Insurance Company for life, accidental death and dismemberment, and long-term disability insurance for the period July 1, 2016 to July 1, 2018 at the following monthly rates:

Employee and Retiree Life Insurance \$0.12 per \$1,000 of coverage

Employee Accidental Death &
Dismemberment Insurance \$0.02 per \$1,000 of coverage

Employee Long-Term Disability
Insurance \$0.23 per \$100 of covered payroll

N. **RESOLVED**, to approve the agreement with Cornerstone Municipal Advisory Group, LLC, 50 W. Big Beaver, Suite 220, Troy, Michigan 48084, for healthcare and benefits consulting services at a cost of \$75,000 annually, for the period July 1, 2016 through June 30, 2019, and authority the City Manager to sign all documents required in conjunction with this approval.

Yes: Koski, Romano, Schmidt, Shannon, Taylor, Ziarko.

Absent: Skrzyniarz. The motion carried.

CONSIDERATION

2. Ms. Jazmine Early questioned the qualifications needed to be appointed to the Planning Commission. She indicated there is a long list of applicants interested in that appointment.

Mr. Charles Jefferson commented that the Planning Commission has an important function in Sterling Heights, and he questioned the nomination process. He was concerned because people do not know this is a volunteer position, and not much information is provided about the candidate prior to the appointment. He felt the public should have a chance to vet the candidate.

Mr. Joel Thomas commented that the gentleman being considered for the appointment is well-qualified for the job, but he suggested there needs to be more transparency in the appointment process because Planning Commissioners have an important job.

Mayor Taylor explained this is a mayoral nomination, and he will be nominating Mr. Geoff Gariepy as an appointee to the Planning Commission.

Moved by Romano, seconded by Schmidt, **RESOLVED**, to nominate Mr. Geoffrey Gariepy for consideration as an appointee to the Planning Commission at the June 7, 2016 regular City Council meeting.

Councilman Romano reminded that all Commissioners serve at the pleasure of the Council. Mr. Gariepy is a nominee at this point and hopefully will be appointed

at the next meeting after they have an opportunity to “check him out”. Councilman Romano stated that Mr. Gariepy has been a political activist in Sterling Heights for a number of years, he has voted in every type of election and has been very involved in the political process. He felt Mr. Gariepy is a good candidate. He addressed the question raised about how these candidates are selected, and he pointed out that they are constantly advertising for volunteers to serve on these committees, and will even ask people to serve in this capacity if they feel that individual would be a good candidate, although he acknowledged many do not want to accept the commitment. He agreed with Mayor Taylor in his recommendation.

Mayor Taylor addressed Mr. Jefferson’s concern about the public not having a chance to vet a candidate, and he noted that is why he changed the process several years ago. The nomination takes place, with a two-week interim period where the candidate can be vetted publically, and then appointed at the next meeting following plenty of time for public comments. He stated this is not done for every committee but only for what they consider to be the six most important committees for appointments. Mayor Taylor explained he had requested Mr. Gariepy submit an application because he felt he would be one of the most, if not the most, qualified candidates in the City for this position, adding he is very deliberate, very well spoken and an excellent communicator. He felt Mr. Gariepy will be an excellent addition to that Commission, adding that he is a devoted family man, very interested in seeing the City flourish, and he takes particular

interest in planning issues. He assured that this nomination is not knocking any of the other applicants on the list, and he acknowledged that many of them are highly qualified and would also do a great job.

Yes: Romano, Schmidt, Koski, Shannon, Taylor, Ziarko.

Absent: Skrzyniarz. The motion carried.

COMMUNICATIONS FROM CITIZENS

Mr. Michael Lombardini – spoke very highly of Mayor Taylor’s candidate for the Planning Commission.

Mr. Charles Jefferson – concerned about bicyclists and pedestrians being safe and aware of traffic around them. Suggested a net be put up at the ball diamonds on 18-1/2 Mile between Van Dyke and Mound to keep baseballs from being hit onto the roadway. Requested clarification on instructions for SeeClickFix app for the cell phone.

Mr. Geoff Gariepy – humbled by his nomination for Planning Commission and looking forward to being successfully appointed. Clarified he will still be able to continue with his blog site, and expressed concern over dangerous traffic situation on 15 Mile Road near Ryan.

Mr. Dennis White – concerned about the sound of lawnmowers from morning until night.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool responded to the question about hours that lawnmowers can operate, stating he believes it is similar to construction activity, which can begin

at 7 a.m. until 9 p.m. He appreciated Mr. White's concern but felt it will ease up after the next few weeks. He offered to look into what other cities might be doing to address that concern.

Mr. Vanderpool provided an update on the succession plan to address the significant turnover that they have seen throughout the entire labor force, including at the manager and director level. City Council recently approved two transition positions, one being Deputy Clerk and the other being Deputy HR position. He informed the Deputy Clerk position has been filled and they are working on the Deputy HR position. He commented that the succession plan is working very well, and allows about a one-year overlap so the person can work side-by-side and make sure there is no disruption in service through the turnover. He was pleased to announce that the City Attorney, Mr. Jeff Bahorski, has been hired by the City of Sterling Heights as Assistant City Manager starting June 1st, 2016, and will assume the duties of Human Resource Director in June 2017. He has been employed by the Sterling Heights law firm of O'Reilly Rancillio for the past 16 years, and during the last 12 years, he has continuously represented the City as City Attorney. He reviewed his activities and involvement with the City in many facets, and added that many of his contributions were recognized in 2014 when he was named "Administrator of the Year". Mr. Vanderpool stated Mr. Bahorski has excellent legal skills, but is also creative, has an entrepreneurial spirit and is very passionate about the continued success of the City. He felt this appointment fits perfectly with the City's succession planning model and he was

pleased to have Mr. Bahorski join the City's outstanding leadership team. The City Council will consider the appointment of a new city attorney from the O'Reilly Rancillio firm next month.

Mr. Bahorski thanked Mr. Vanderpool and the City Council, and stated he has been evolving into this role almost daily for the last five years. He loves this city and has raised his family here, being a resident in this city since 1988. He stated he is very excited to join this team.

Mayor Pro-Tem Romano was excited to have Mr. Bahorski join the City but felt he has always been a part of the City. He is confident that the new legal representation from O'Reilly Rancillio will continue to do a good job for them as well.

Councilwoman Schmidt echoed Mayor Pro-Tem Romano's sentiments, and thanked Mr. Bahorski for all he has done for the City, counseling them in the best interest of the City. She felt he has always been someone she can trust, and the new position seems like a perfect fit for him because he has been so involved in the union negotiations over the years, and is well-liked and trusted. She was confident that whoever comes on board from O'Reilly Rancillio as Mr. Bahorski's replacement will stand up to the challenge, and she looks forward to that as well.

Councilwoman Koski stated the City is fortunate to have Mr. Bahorski as part of the Sterling Heights family. She stated she has enjoyed working with him and

will miss him. She hoped he will select a good replacement from O'Reilly Rancillio to serve as their legal counsel.

Councilman Shannon congratulated Mr. Bahorski on this new venture. He agreed with Councilwoman Schmidt's use of the word "trust" to describe Mr. Bahorski's character. He was happy with the larger role Mr. Bahorski has accepted and wished him luck.

Councilwoman Ziarko knew the Bahorski family prior to meeting Jeff. She commended him on being honest and trustworthy, and she was impressed with his vision for and love of the City. She felt he is the perfect fit for this department, and was confident they will once again have another very capable attorney from the O'Reilly Rancillio firm.

Mayor Taylor clarified that Mr. Bahorski will be leaving the O'Reilly Rancillio firm so he will not be working for O'Reilly and the City of Sterling Heights. O'Reilly Rancillio will continue to be the legal firm representing the City of Sterling Heights, and he believed there will be a contract brought up at the next City Council meeting extending their services. He stated that, as an attorney himself, he understands the close relationship between an attorney and a client, and how the attorney does everything possible to help the client. Mr. Bahorski has been very intimately involved in the labor negotiations and disputes over the last few years, and that type of relationship creates a feeling for the attorney of being an extension of the client and being part of that company, or in this case, part of the City. He was confident this is a good fit for Mr. Bahorski, and he is

excited for him to be brought on to the team. He felt Mr. Bahorski serving in this capacity will be great for the residents and employees alike. Mayor Taylor is also confident that the new attorney will be committed to the city, and he will have the ability to learn from Mr. Bahorski. He thanked Mr. Vanderpool for helping to make this happen, which he attributed to being a very creative way to work through this succession plan that is going very smoothly. He congratulated Mr. Bahorski on his long career as the City attorney.

UNFINISHED BUSINESS

There was no Unfinished Business discussed.

NEW BUSINESS

There was no New Business discussed.

ADJOURN

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

Yes: Ziarko, Romano, Koski, Schmidt, Shannon, Taylor.

Absent: Skrzyniarz. The motion carried.

The meeting was adjourned at 8:34 p.m.

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF
June 7, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	\$486,592.53			\$486,592.53
WATER & SEWER FUND	\$99,077.94			\$99,077.94
OTHER FUNDS	\$2,467,130.68		\$75.70	\$2,467,054.98
TOTAL CHECKS	\$3,052,801.15	\$0.00	\$75.70	\$3,052,725.45

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for the replacement of electrical service panels at City Hall (Total expenditure of \$74,000).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

 City Clerk	—	Resolution	—	Minutes
 Finance & Budget Director	—	Ordinance	—	Plan/Map
 City Attorney (as to legal form)	—	Contract	—	Other
 City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- The City Hall facility is powered by a series of electrical service distribution panels located in the boiler room. Over the recent years, the boiler room has repeatedly flooded exposing the panels to standing water. The result of this repeated exposure to moisture is the formation of rust on the panels and electrical wires feeding the panels. Rust is corrosive and can lead to serious structural failures and performance issues. The electrical service panels were initially installed during the construction of City Hall and require immediate replacement.
- During the 2014/15 fiscal year, the boiler room was water proofed, thereby mitigating the risk of future flooding. With the completion of this project, funds were budgeted to proceed with the replacement of the electrical service panels.
- Due to the complexity and significance of the project, an electrical engineer was contracted to evaluate the existing conditions, develop bid specifications, provide drawings, assist with the evaluation of the bids received, and oversee the installation of new service panels.
- Following the preparation of specifications and drawings by the electrical engineer, the Office of Purchasing developed and advertised an Invitation to Bid (ITB) for replacement of the electrical service panels servicing the City Hall facility. A mandatory pre-bid meeting was scheduled and attended by five contractors.

- Four bids were received in response to the City's ITB. Recommendation is being made to award the bid to Danboise Mechanical, Inc., the lowest bid meeting City specifications. References provided by this contractor were checked and proved favorable.
- Funding for this purchase in the amount of \$110,000 has been budgeted in the 2015/16 Capital Project Fund.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for the replacement of electrical service panels at City Hall to Danboise Mechanical, Inc., 31625 Grand River, Farmington Hills, MI 48336, at a cost of \$74,000.

CITY OF STERLING HEIGHTS

STAFF REPORT

June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On May 10, 2016, bids were received for the replacement of electrical service panels in City Hall. An Invitation to Bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter, and published in the Sentry Newspaper. Four (4) vendors responded with bids as outlined on the attached tabulation.

Project funding in the amount of \$110,000 is appropriated in the fiscal year 2015/16 budget in 43700700 (Capital Project Fund) 975000 (Buildings & Improvements).

STAFF ANALYSIS AND FINDINGS:

The electrical service panels proposed to be replaced were installed in the boiler room situated in the lower level of City Hall during its construction in the early 70's. Over the last three years, the boiler room has flooded three times. That flooding has caused the electrical service panels' supporting structure to severely corrode, damaging the overall integrity of the electrical panels. The boiler room was water proofed in 2014/15 in anticipation of the replacement of these electrical panels.

Due to the complexity and magnitude of this project, it was determined that an electrical engineer be retained to review the existing panels, develop specifications/drawing, and guide the process to conclusion. Eric Deska of Peter Basso Associates Consulting Engineers was tasked with the development of specs and contract administration for this project.

The Office of Purchasing initiated an invitation to bid (ITB) to include the specifications and drawing developed by the consultant. A mandatory pre-bid walk through was conducted on Thursday, April 28th and was attended by five contractors.

The replacement of the electrical service panels will include the following steps:

- A concrete curb will be poured to support the new electrical panel above the floor
- New panels will be located onto the curbs directly adjacent to the existing bank of panels
- Overhead conduit will be installed to channel all wiring to the new panel
- Coordinated power shut down to the old panel scheduled to minimize service disruption
- All wiring, switches, etc. will be transitioned from the old panels to the new panels
- Power will be reactivated to the new panels
- Old panels will be removed and the old, underground wiring removed
- Wire wells beneath the old panels will be filled with concrete at floor level.

Four bids were received on May 10, 2016 in response to the City's ITB and were thoroughly reviewed by the consultant, as well as the Offices of Purchasing and Facilities Maintenance. Recommendation is being made to award the bid for the replacement of electrical service panels in City Hall to Danboise Mechanical Inc., the low bidder meeting specifications. Danboise

Mechanical is a new contractor for the City and as such, references were checked by the Building Official/Facilities Maintenance Manager and proved favorable.

Please see the attached memo from the Office of Facilities Maintenance for additional information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Danboise Mechanical, Inc.

31625 Grand River

Farmington Hills, MI 48336

Dave Boduch, Director of Internal Operations

dboduch@danboisemechanical.com



Date: May 19, 2016

To: Jim Buhlinger, Purchasing Manager

From: Michael Viazanko
Michael Viazanko, Building Official

Subject: City Hall Electrical Service Replacement

I had the opportunity to extensively review the four bids submitted for electrical service panel replacements at city hall in response to the City's invitation to bid (ITB-SH16-026). The bid specs requested pricing to replace existing electrical service distribution panels for city hall. All four qualified bids submitted met the necessary specification as indicated in the ITB solicitation.

As part of this project the city hired an Electrical Engineer to evaluate the existing conditions, develop the bid specifications, attend the pre-bid meeting, and assist with the review of the bids submitted. The consultant hired to develop the bid specifications works for Peter Basco Associates. After bids were opened, we meet with each of the contractors to confirm in writing that they understood the bid specs and included all the necessary pricing. The post-bid review meetings were attended by the consultant, the Purchasing Manager Jim Buhlinger and the Building Official Michael Viazanko.

Three of the four bids submitted by contractors participated in the post-bid reviews. The fourth contractor submitted a bid which was significantly higher than the remaining three. Following the post-bid review meetings, it was evident that all three were capable of completing the project and it was determined that a recommendation be made to award the bid to the lowest bidder; Danboise Mechanical Inc, 31625 Grand River Avenue Farmington, Michigan 48336. Their bid was \$74,000.00 which is \$10,000 lower than the second lowest bid by Great Lakes Power & Lighting. The third contractor interviewed, LaBelle Electrical, submitted a bid that was \$10,475 higher than Danboise Mechanical.

The existing distribution panels located in the boiler room of City Hall have sustained significant damage over the years from extensive exposure to water. The current electrical service panels have structural concerns from the large amount of rust that has formed. During the capital budget process in 2013, the was funding approved to water-proof the basement boiler room of city hall. That project has been completed. The concerns of future water infiltration have been resolved.

The funding for this project was secured as part of the capital budget process for the current 2015-2016 budget year and funding was secured in account 43700700-975010.

CITY OF STERLING HEIGHTS
BID TABULATION - MAY 10, 2016
ITB-SH16-026: REPLACEMENT OF ELECTRICAL SERVICE PANELS AT
CITY HALL

<u>Vendor</u>	<u>Total</u>	<u>Approx. Time of Completion</u>
Allied Building Service	\$139,400.00	90 days
Danboise Mechanical, Inc.	74,000.00	3 months
Great Lakes Power & Lighting	84,000.00	10/31/2016
LaBelle Electric Servics, Inc.	84,475.00	TBD



COMPUTER A-B

COMPUTER A-A

LD

CLOSED

OPEN

DANGER
480 V.

MOTOR MAX

MOTOR 2





CITY OF Sterling Heights

InnovatingLiving

Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Road | P.O. Box 8009
Sterling Heights, MI | 48311-8009

City Council	
Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

TEL 586.446.CITY (2489) FAX 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

City Manager Mark D. Vanderpool

INVITATION TO BID

ITB-SH16-026

The City of Sterling Heights, Michigan is accepting sealed bids for the REPLACEMENT OF ELECTRICAL SERVICE PANELS AT CITY HALL until TUESDAY, MAY 10, 2016 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 mandatory pre-bid meeting on THURSDAY, APRIL 28, 2016 at 9:00 A.M. in the City Hall Council Chambers, 40555 Utica Road, Sterling Heights, Michigan 48313.



 James Buhlinger
 Purchasing Manager

**Office of Purchasing
586-446-2740**

VII. SPECIFICATIONS

Introduction

The City of Sterling Heights is seeking sealed bids from qualified contractors to complete the replacement of electrical service panels at City Hall.

Consulting Engineers' Specifications

The consulting engineers' specifications are included with this bid and include general, material and electrical specifications, as well as drawings. Please see Attachment "A" for specifications.

VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **REPLACEMENT OF ELECTRICAL SERVICE PANELS AT CITY HALL** 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 bid will remain firm through invoice.

TOTAL BID: \$ _____

Expected completion time following receipt of purchase order: _____

How did you obtain this bid? _____

If bid documents were downloaded from a website, please list: _____

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 _____

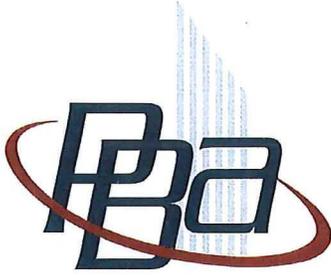
Telephone/Fax _____

E-Mail Address/Website _____

Terms _____

Signature/Date _____

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



Peter Basso Associates Inc
CONSULTING ENGINEERS

www.peterbassoassociates.com | 1.866.950.9760

Division	Section Title
----------	---------------

SPECIFICATIONS GROUP

DIVISION 26 - ELECTRICAL

260010	ELECTRICAL GENERAL REQUIREMENTS
260519	CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS AND BOXES
260553	ELECTRICAL IDENTIFICATION
260999	ELECTRICAL TESTING
262416	PANELBOARDS
262813	FUSES
264313	SURGE PROTECTIVE DEVICES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

- A. This Section includes electrical general administrative and procedural requirements. The following requirements are included in this Section to supplement the requirements specified in Division 1 Specification Sections.

1.3 REFERENCES

- A. All materials shall be new. The electrical and physical properties of all materials, and the design, performance characteristics, and methods of construction of all items of equipment, shall be in accordance with the latest issue of the various, applicable Standard Specifications of the following recognized authorities:

1. A.N.S.I. - American National Standards Institute
2. A.S.T.M. - American Society for Testing Materials
3. I.C.E.A. - I.E.E.E. - Institute of Electrical and Electronics Engineers

4. N.E.C. - National Electrical Code
5. N.E.C.A. - National Electrical Contractors Association
6. N.E.M.A. - National Electrical Manufacturer's Association
7. U.L. - Underwriters Laboratories, Inc.
8. N.E.C.A. 1-2000, "Practices for Good Workmanship in Electrical Contracting (ANSI)."

1.4 QUALITY ASSURANCE

- A. Scope of Work: Furnish all labor, material, equipment, technical supervision, and incidental services required to complete, test and leave ready for operation the electrical systems as specified in the Division 26 Sections and as indicated on Drawings.
 1. Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. In the event of inconsistencies or disagreements within the Construction Documents bids shall be based on the most expensive combination of quality and quantity of the work indicated.
 2. The Contractor understands that the work herein described shall be complete in every detail.
- B. Ordinances and Codes: Perform all Work in accordance with applicable Federal, State and local ordinances and regulations, the Rules and Regulations of NFPA, NECA, and UL, unless otherwise indicated.
 1. Notify the Architect/Engineer before submitting a proposal should any changes in Drawings or Specifications be required to conform to the above codes, rules or regulations. After entering into Contract, make all changes required to conform to above ordinances, rules and regulations without additional expense to the Owner.
- C. Source Limitations: All equipment of the same or similar systems shall be by the same manufacturer.
- D. Tests and Inspections: Perform all tests required by state, city, county and/or other agencies having jurisdiction. Provide all materials, equipment, etc., and labor required for tests.
- E. Performance Requirements: Perform all work in a first class and workmanlike manner, in accordance with the latest accepted standards and practices for the trades involved.
- F. Sequence and Schedule: Work so as to avoid interference with the work of other trades. Be responsible for removing and relocating any work which in the opinion of the Owner's Representatives causes interference.

1.5 CODES, PERMITS AND FEES

- A. Unless otherwise indicated, all required permits, licenses, inspections, approvals and fees for electrical work shall be secured and paid for by the Contractor. All work shall conform to all applicable codes, rules and regulations.
- B. All work shall be executed in accordance with the rules and regulations set forth in local and state codes. Prepare any detailed Drawings or diagrams which may be required by the governing authorities. Where the Drawings and/or Specifications indicate materials or construction in excess of code requirements, the Drawings and/or Specifications shall govern.

1.6 DRAWINGS

- A. The Drawings show the location and general arrangement of equipment, electrical systems and related items. They shall be followed as closely as elements of the construction will permit.

- B. Deviations from the Drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect/Engineer.
- C. Drawings are not intended to be scaled for rough-in or to serve as shop drawings. Take all field measurements required to complete the Work.

1.7 MATERIAL AND EQUIPMENT MANUFACTURERS

- A. All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of electrical equipment and shall be of the manufacturer's latest design.
- B. If an approved manufacturer is other than the manufacturer used as the basis for design, the equipment or product provided shall be equal in size, quality, durability, appearance, capacity, and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Items Requiring Prior Approval specified in this section of the Specifications. All costs to make these items of equipment comply with these requirements including, but not limited to, electrical work, and building alterations shall be included in the original Bid. Similar equipment shall be by one manufacturer.
- C. Where existing equipment is modified to include new switches, circuit breakers, metering or other components, the new components shall be by the original equipment manufacturer and shall be listed for installation in the existing equipment. Where original equipment manufacturer components are not available, third party aftermarket components shall be listed for the application and submitted to the engineer for approval. Reconditioned or salvaged components shall not be used unless specifically indicated on the drawings.

1.8 INSPECTION OF SITE

- A. Visit the site, examine and verify the conditions under which the Work must be conducted before submitting Proposal. The submitting of a Proposal implies that the Contractor has visited the site and understands the conditions under which the Work must be conducted. No additional charges will be allowed because of failure to make this examination or to include all materials and labor to complete the Work.

1.9 ITEMS REQUIRING PRIOR APPROVAL

- A. Bids shall be based upon manufactured equipment specified. All items that the Contractor proposes to use in the Work that are not specifically named in the Contract Documents must be submitted for review prior to bids. Such items must be submitted in compliance with Division 1 specifications. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.
 - 1. Equipment to be considered for prior approval shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall fulfill the requirements of equipment arrangement and space limitations of the equipment shown on the plans and/or specified and shall be compatible with the other components of the system.
 - 2. All costs incurred to make equipment comply with other requirements, including providing maintenance, clearance, electrical, replacement of other components, and building alterations shall be included in the original bid.

1.10 SHOP DRAWINGS/SUBMITTALS

- A. Submit project-specific submittals for review in compliance with Division 1.
- B. All shop Drawings shall be submitted in groupings of similar and/or related items (switchgear, etc.). Incomplete submittal groupings will be returned unchecked.
- C. If deviations (not substitutions) from Contract Documents are deemed necessary by the Contractor, details of such deviations, including changes in related portions of the project and the reasons therefore, shall be submitted with the submittal for approval.
- D. Submit for approval shop drawings for all electrical systems or equipment but not limited to the items listed below. Refer to other sections of the electrical Specifications for additional requirements.
 - 1. Switchboards

1.11 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

- A. Submit project specific Operation and Maintenance Instructional Manuals for review in compliance with Division 1 Specification Sections.
- B. Provide complete operation and maintenance instructional manuals covering all electrical equipment herein specified, together with parts lists. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Three (3) copies of all literature shall be furnished for Owner and shall be bound in ring binder form. Maintenance and operating instructional manuals shall be provided when construction is approximately 75% complete.
- C. The operating and maintenance instructions shall include a brief, general description for all electrical systems including, but not limited to:
 - 1. Routine maintenance procedures.
 - 2. Trouble-shooting procedures.
 - 3. Contractor's telephone numbers for warranty repair service.
 - 4. Submittals.
 - 5. Recommended spare parts lists.
 - 6. Names and telephone numbers of major material suppliers and subcontractors.
 - 7. System schematic drawings on 8-1/2" x 11" sheets.

1.12 RECORD DRAWINGS

- A. Submit record drawings in compliance with Division 1.
- B. Contractor shall submit to the Architect/Engineer, record drawings on electronic media which have been neatly marked to represent as-built conditions for all new electrical work.
- C. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the underground concealed conditions and other items of construction on field drawings as they occur. The marked up field documents shall be available for review by the Architect, Engineer and Owner at their request.

1.13 WARRANTY

- A. Warranty: Comply with the requirements in Division 1 Specification Sections. Contractor shall warranty that the electrical installation is free from defects and agrees to replace or repair, to the Owner's satisfaction, any part of this electrical installation which becomes defective within a period of one year (unless specified

otherwise in other Division 26 sections) from the date of substantial completion following final acceptance, provided that such failure is due to defects in the equipment, material, workmanship or failure to follow the contract documents.

- B. Contractor shall be responsible for any temporary services including equipment and installation required to maintain operation as a result of any equipment failure or defect during warranty period.
- C. File with the Owner any and all warranties from the equipment manufacturers including the operating conditions and performance capacities they are based on.

1.14 USE OF EQUIPMENT

- A. The use of any equipment, or any part thereof for purposes other than testing even with the Owner's consent, shall not be construed to be an acceptance of the work on the part of the Owner, nor be construed to obligate the Owner in any way to accept improper work or defective materials.
- B. Do not use Owner's lamps for temporary lighting except as allowed and directed by the Owner. Equip lighting fixtures with new lamps when the project is turned over to the Owner.

1.15 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

- E. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 DEMOLITION WORK

- A. All demolition of existing electrical equipment and materials will be done by this Contractor unless otherwise indicated. Include all items such as, but not limited to, electrical equipment, devices, lighting fixtures, conduit, and wiring called out on the Drawings and as necessary whether such items are actually indicated on the Drawings or not in order to accomplish the installation of the specified new work.
- B. In general, demolition work is indicated on the Drawings. However, the Contractor shall visit the job site to determine the full extent and character of this work.
- C. Unless specifically noted to the contrary, removed materials shall not be reused in the work. Salvaged materials that are to be reused shall be stored safe against damage and turned over to the appropriate trade for reuse. Salvaged materials of value that are not to be reused shall remain the property of the Owner unless such ownership is waived. Items on which the Owner waives ownership shall become the property of the Contractor, who shall remove and legally dispose of same, away from the premises.
- D. Where equipment or fixtures are removed, outlets shall be properly blanked off, and conduits capped. After alterations are done, the entire installation shall present a "finished" look, as approved by the Architect/Engineer. The original function of the present electrical work to be modified shall not be changed unless required by the specific revisions to the system as specified or as indicated.
- E. Reroute signal wires, lighting and power wiring as required to maintain service. Where walls and ceilings are to be removed as shown on the Drawings, the conduit is to be cut off by the Electrical Trades so that the abandoned conduit in these walls and ceilings may be removed with the walls and ceilings by the Architectural Trades. All dead-end conduit runs shall be plugged at the remaining line outlet boxes or at the panels.
- F. Where new walls and/or floors are installed which interfere with existing outlets, devices, etc., the Electrical Trades shall adjust, extend and reconnect such items as required to maintain continuity of same.
- G. All electrical work in altered and unaltered areas shall be run concealed wherever possible. Use of surface raceway or exposed conduits will be permitted only where approved by the Architect/Engineer.

3.3 INSTALLATION OF EQUIPMENT

- A. Install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the Drawings and Specifications, report such conflicts to the Architect/Engineer for resolution.

3.4 WORK IN EXISTING BUILDINGS

- A. The Owner will provide access to existing buildings as required. Access requirements to occupied buildings shall be identified on the project schedule. The Contractor, once Work is started in the existing building, shall complete same without interruption so as to return work areas as soon as possible to Owner.
- B. Adequately protect and preserve all existing and newly installed Work. Promptly repair any damage to same at Contractor's expense.
- C. Consult with the Owner's Representative as to the methods of carrying on the Work so as not to interfere with the Owner's operation any more than absolutely necessary. Accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such time as will be designated by the Owner's Representative.

3.5 TEMPORARY SERVICES

- A. Provide and remove upon completion of the project, in accordance with the general conditions and as described in Division 1, a complete temporary electrical and telephone service during construction.

3.6 CUTTING, PATCHING AND DAMAGE TO OTHER WORK

- A. All cutting, patching and repair work shall be performed by the Contractor through approved, qualified subcontractors. Contractor shall include full cost of same in bid.

3.7 CLEANING

- A. All debris shall be removed daily as required to maintain the work area in a neat, orderly condition.
- B. Final cleanup shall include, but not be limited to, washing of fixture lenses or louvers, switchboards, substations, motor control centers, panels, etc. Fixture reflectors and lenses or louvers shall be left with no water marks or cleaning streaks.

3.8 PROTECTION AND HANDLING OF EQUIPMENT AND MATERIALS

- A. Equipment and materials shall be protected from theft, injury or damage.
- B. Protect conduit openings with temporary plugs or caps.
- C. Provide adequate storage for all equipment and materials delivered to the job site. Location of the space will be designated by the Owner's representative or Architect/Engineer. Equipment set in place in unprotected areas must be provided with temporary protection.

3.9 DRAWINGS AND MEASUREMENTS

- A. The Drawings are not intended to be scaled for rough-in measurements nor to serve as Shop Drawings. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement are the Contractor's responsibility. The Contractor shall check latest Architectural Drawings and locate light switches from same where door swings are different from Electrical Drawings.

END OF SECTION 26 0010

SECTION 26 0519 - CONDUCTORS AND CABLES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Building wires and cables rated 600V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for types THHN/THWN-2.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.
- C. Each feeder shall be of the same conductor and insulation material (phase, neutral, and parallel).
- D. Use conductor not smaller than 12 AWG for power and lighting circuits. Unless indicated otherwise, all circuits shall be 2#12, 1#12G, ¾"C.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and in Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete and below Slabs-on-Grade: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- G. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.
- H. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- I. Branch circuits may be combined up to 3 circuits in a homerun conduit.
- J. Provide a separate neutral conductor for each circuit.
- K. Electrical Contractor shall be responsible for de-rating of conductors as required by N.E.C. when more than three current carrying conductors are installed in a single raceway or cable.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
- C. Clean conductor surfaces before installing lugs and connectors.
- D. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- E. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and larger.
- F. Use Sta-Kon connectors to terminate stranded conductors #10 AWG and smaller to screw terminals.
- G. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- H. Splice power cables with solderless compression butt splices or ring lugs.
- I. Terminate power cables including motor leads with solderless compression ring lugs.
- J. Splice branch circuit wiring, lighting wiring, and control and instrumentation wiring with wire nut connections.
- K. Terminate control and instrumentation wiring with solderless compression ring or spade lugs.
- L. Compression connectors and lugs shall be crimped with tools specifically designed for the terminations being crimped.

- M. Stranded conductors #10 AWG or smaller must be terminated correctly, allowing for full ampacity of the conductor and termination. If needed, use Sta-Kon type terminals to connect to screw terminations.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping".

3.7 FIELD QUALITY CONTROL

- A. Perform the following field quality control tests in accordance with Division 26 section "Electrical Testing"
 - 1. Description: Test all feeders rated 100 A and above.
 - 2. Visual and Mechanical Inspection
 - a. Inspect cables for physical damage and proper connection in accordance with the one line diagram.
 - b. Test cable mechanical connections with an infrared survey.
 - c. Check cable color-coding against project Specifications and N.E.C. requirements.
 - 3. Electrical Tests
 - a. Perform insulation resistance test on each conductor with respect to ground and adjacent conductors. Applied potential to be 1000 volts dc for 1 minute.
 - b. Perform continuity test to insure proper cable connection.
 - 4. Test Values
 - a. Minimum insulation resistance values shall be not less than fifty mega-ohms.
- B. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 0519

SECTION 26 0526 - GROUNDING AND BONDING

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.
- B. Related Sections include the following:
 - 1. Division 26 Section "Electrical General Requirements".
 - 2. Division 26 Section "Conductors and Cables".

1.3 REFERENCES

- A. ASTM B 3: Specification for Soft or Annealed Copper Wire.
- B. ASTM B 8: Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft.
- C. ASTM B 33: Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes.
- D. IEEE 142: Grounding of Industrial and Commercial Power Systems.
- E. IEEE C2: National Electrical Safety Code.
- F. NETA MTS – 2001: Maintenance Testing Specifications.
- G. NFPA 70: National Electrical Code.
- H. NFPA 70B: Recommended Practice for Electrical Equipment Maintenance.

- I. TIA/EIA 607: Commercial Building Grounding and Bonding Requirements Standard.
 - J. UL 467: Grounding and Bonding Equipment.
 - K. UL 486 A: Wire Connectors and Soldering Lugs for Use with Copper Conductors.
- 1.4 QUALITY ASSURANCE
- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 1. Comply with UL 467.
 - B. Comply with ANSI/TIA/EIA-607 "Standard for Commercial Building Grounding and Bonding Requirements for Telecommunications".

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Grounding Conductors and Cables:
 - a. Refer to Division 26 Section "Conductors and Cables".

2.2 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Division 26 Section "Conductors and Cables."
- B. Material: Copper.
- C. Equipment Grounding Conductors: Insulated with green-colored insulation.
- D. Grounding Electrode Conductors: Stranded cable.
- E. Copper Bonding Conductors: As follows:
 - 1. Bonding Conductor: Stranded copper conductor; size per the NEC.
 - 2. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; size per the NEC.
 - 3. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; size per the NEC.

2.3 CONNECTOR PRODUCTS

- A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.

- C. Compression-Type Connectors: Pure, wrought copper, per ASTM B187.

PART 3 - EXECUTION

3.1 EQUIPMENT GROUNDING

- A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
- B. In raceways, use insulated equipment grounding conductors.
- C. Install equipment grounding conductors in all feeders and circuits. Terminate each end on suitable lugs, bus or bushing.

3.2 CONNECTIONS

- A. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
- B. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- C. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

3.3 INSTALLATION

- A. Separately Derived AC Power Systems: Ground separately-derived ac power system neutrals including distribution transformers to grounding electrodes per NFPA 70.
- B. Equipment Grounding: Provide a permanent and continuous bonding of conductor enclosures, equipment frames, power distribution equipment ground busses, cable trays, metallic raceways, and other non-current carrying metallic parts of the electrical system.
- C. Provide green insulated equipment grounding conductors in all service, feeder, and branch circuits for connection of load devices to the power source ground. Raceways shall not be used as equipment grounding conductors.
 - 1. Equipment grounding conductors shall not be daisy-chained.
 - 2. Bond equipment-grounding conductors in boxes and enclosures where the grounding conductors are terminated or spliced.
- D. Bond conduits, cable trays, wireways, surface raceways, boxes, and enclosures together, and to the building grounding system. Provide bonding bushings and bonding jumpers to bond conduits where they enter a box or enclosure.

END OF SECTION 26 0526

SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.

1.4 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 5. Toggle Bolts: All-steel springhead type.
 6. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70 or as scheduled in NECA 1. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with:
 - a. Two-bolt conduit clamps
 - b. Single-bolt conduit clamps
 - c. Single-bolt conduit clamps using spring friction action for retention in support channel.
- D. Support all electrical items independently of supports provided by the other trades.
- E. Support conduits and boxes using steel conduit straps or 1/4-inch minimum diameter threaded rod hangers. Suspended ceiling hangers or hanger wire shall not be used (except to support flexible metallic conduit and manufactured wiring systems).

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. To Steel:
 - a. Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - b. Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69
 - 6. To Light Steel: Sheet metal screws.
 - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel support systems attached to substrate.

- E. Slotted support systems applications:
 - 1. Indoor dry and damp Locations: Painted Steel
 - 2. Outdoors and interior wet locations: Galvanized Steel
 - 3. Corrosive Environments, including pool equipment rooms: Nonmetallic
- F. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.
- G. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
- H. Obtain permission from Architect/Engineer before drilling or cutting structural members.
- I. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- J. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- K. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.
- L. The Contractor shall replace all supports and channels that sag, twist, and/or show signs of not providing proper structural support, to the equipment, it is intended for, as determined by the Owner and Architect/Engineer. All costs associated with replacing supports and steel channels shall be incurred by the Contractor.

3.3 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

END OF SECTION 26 0529

SECTION 26 0533 - RACEWAYS AND BOXES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. LFMC: Liquidtight flexible metal conduit.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Alfex Inc.
3. Allied Tube Triangle Century.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. International Metal Hose.
6. Electri-Flex Co
7. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
8. LTV Steel Tubular Products Company – Manhattan/CDT/Cole-Flex.
9. Maverick.
10. O-Z Gedney; unit of General Signal.
11. Wheatland.

B. EMT: ANSI C80.3.

C. FMC: Zinc-coated steel.

D. LFMC: Flexible steel conduit with PVC jacket.

E. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

1. Fittings for EMT: Steel, set-screw type.

2.2 BOXES, ENCLOSURES, AND CABINETS

A. Sheet Metal Outlet and Device Boxes: NEMA OS 1. Shall be used within walls or ceiling.

B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover. Shall be used in all exposed, non-recessed, locations.

C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

D. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover. Shall be used in areas exposed to water.

E. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Provide raceways in interior and exterior locations in accordance with the "Raceway Application Matrix" included on the drawings.

B. Boxes and Enclosures, Exterior Aboveground: NEMA 250, Type 3R.

C. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, in damp or wet locations.

D. Minimum Raceway Size: 1/2-inch trade size.

E. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
2. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Install temporary closures to prevent foreign matter from entering raceways.
- F. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
 1. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
 1. Run parallel or banked raceways together on common supports.
 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- L. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- N. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- O. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

- P. Flexible Conduit Connections: Comply with NEMA RV3. Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations. Install separate ground conductor across flexible connections.
- Q. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying raceways to receptacle or fixture ground terminals. Provide cover clips to cover space between connecting pieces.
- R. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly."

3.4 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.5 CLEANING

- A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

END OF SECTION 26 0533

SECTION 26 0553 - ELECTRICAL IDENTIFICATION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Identification for raceway and metal-clad cable.
 - 2. Identification for conductors and communication and control cable.
 - 3. Equipment identification labels.
 - 4. Miscellaneous identification products.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.

PART 2 - PRODUCTS

2.1 RACEWAY AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Color for Printed Legend:

1. Power Circuits: Black letters on an orange field.
 2. Legend: Indicate system or service and voltage, if applicable.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- 2.2 CONDUCTOR, COMMUNICATION AND CONTROL CABLE IDENTIFICATION MATERIALS
- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
 - B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- 2.3 EQUIPMENT IDENTIFICATION LABELS
- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Black letters on a white background. Minimum letter height shall be 3/8 inch .
- 2.4 MISCELLANEOUS IDENTIFICATION PRODUCTS
- A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.
 1. Minimum Width: 3/16 inch.
 2. Tensile Strength: 50 lb, minimum.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black, except where used for color-coding.
 - B. Paint: Paint materials and application requirements are specified in Division 9 painting Sections.
 - C. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.
- 2.5 WIRING DEVICE IDENTIFICATION
- A. Description: Self adhesive label with black upper case letters on clear polyester label, font size 7.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service and Feeders More Than 200 A: Identify with orange self-adhesive vinyl label.
- B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, self-adhesive vinyl tape applied in bands:
- C. Power-Circuit Conductor Identification: For conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape and marker tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.

- D. Branch-Circuit Conductor Identification: Mark junction box covers in indelible ink with the panel and breaker numbers of other circuits contained within.
- E. Conductor Identification: Locate at each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection or termination point.
- F. Provide a 3" by 5" Arc Flash and Shock Hazard" label on the outside of panels in 'occupant areas' - Brady Type 99454 or equivalent from another manufacturer. Center the label horizontally and vertically on outside of door.
 - 1. Provide yellow background "Warning" labels for labels which indicate PPE levels 1-4.
 - 2. Provide red background "Danger" labels for labels which indicate that there is no appropriate PPE.
- G. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine label mechanically secured.
 - 2. Equipment to Be Labeled: If included on project. All items may not be on project.
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. Electrical switchgear and switchboards.
 - c. Transformers.
 - d. Disconnect switches.
 - e. Motor starters.
 - f. Breakers or switches at distribution panels.
- H. Wiring Device Identification Labels: On each faceplate install circuit designation label that is consistent with panelboard directories, and as-built plan drawings. Apply labels to receptacle faceplates centered below bottom outlet. Apply labels to toggle switch faceplates on backside.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location:
 - 1. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
 - 2. Conduit Markers: Provide identification for each power conduit containing conductors rated 200A or greater.
- C. Apply identification devices to surfaces after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at

changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

G. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.

1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

H. Label information arrangement for 3 lines of text.

1. Line one shall describe the panel or equipment. Line one example: "DP-XX," RP-XX," "T-XX," "EF-XX," etc.
2. Line two shall describe the first disconnecting means feeding this panel or equipment. Line two example: "Fed from DP-XX," "Fed from RP-XX," etc.
3. Line three indicates that location of the disconnecting means as identified in line two. Line three example: "First Floor Elect. Rm #XXX."
4. Line four shall include "Via T-XX" when panel or equipment is fed from a transformer.

I. Examples:

RP-1A FED FROM DP-1A ELECTRICAL ROOM A100 VIA T-1A	EF-1 FED FROM MCC-1A MECHANICAL ROOM F101	LP-1A LOCATED IN ELECTRICAL ROOM A100
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- J. Fusible Enclosed Switches and Distribution Equipment: Install self-adhesive vinyl label indicating fuse rating and type on the outside of door on each fused switch.
- K. Degrease and clean surface to receive nameplates.
- L. Install nameplate and labels parallel to equipment lines.
- M. Secure nameplate to equipment front using screws.
- N. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- O. Identify conduit using field painting where required.

END OF SECTION 26 0553

SECTION 26 0999 - ELECTRICAL TESTING

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. Related Sections include the following:
 - 1. Division 26 Section "Electrical General Requirements."
 - 2. Division 26 Section "Conductors and Cables."
 - 3. Division 26 Section "Panelboards."

1.2 SECTION INCLUDES

- A. The Electrical Contractor shall engage the services of a recognized corporately independent N.E.T.A. certified testing firm for the purpose of performing inspections and tests as herein specified
- B. The testing firm shall provide all material, equipment, labor, and technical supervision to perform such tests and inspections.
- C. It is the intent of these tests to assure that all tested electrical equipment is operational and within industry and manufacturer's tolerances and is installed in accordance with design Specifications.
- D. The test and inspections shall determine suitability for energization.
- E. Equipment to be tested and inspected shall be the equipment shown on the one line diagram and schedules as required by part three of each individual Specification Section. In addition, all equipment that is part of an emergency distribution system shall be tested.

1.3 REFERENCES

- A. All inspections and tests shall be in accordance with the latest version of the following codes and standards except as provided otherwise herein.
 - 1. National Electrical Manufacturer's Association - NEMA
 - 2. American Society for Testing and Materials - ASTM
 - 3. Institute of Electrical and Electronic Engineers - IEEE

4. InterNational Electrical Testing Association - NETA Acceptance Testing Specifications - ATS-1996
5. InterNational Electrical Testing Association - NETA Maintenance Testing Specifications-MTS-1997
6. American National Standards Institute - ANSI C2: National Electrical Safety Code
7. State and Local Codes and Ordinances
8. Insulated Cable Engineers Association - ICEA
9. Association of Edison Illuminating Companies - AEIC
10. Occupational Safety and Health Administration
11. National Fire Protection Association - NFPA
 - a. ANSI/NFPA 70: National Electrical Code
 - b. ANSI/NFPA 70B: Electrical Equipment Maintenance
 - c. NFPA 70E: Electrical Safety Requirements for Employee Workplaces
 - d. ANSI/NFPA 101: Life Safety Code

1.4 QUALIFICATIONS

- A. The testing firm shall be a corporately independent testing organization, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems evaluated by the testing firm.
- B. The testing firm shall be regularly engaged in the testing of electrical equipment devices, installations, and systems.
- C. The lead, on site, technical person and at least 50% of the on site crew shall be currently certified by the InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies in Electrical Power Distribution System Testing.
- D. The testing firm shall only utilize technicians who are regularly employed by the firm on a full-time basis for testing services.
- E. The terms used herewithin such as Test Agency, Test Contractor, Testing Laboratory, or Contractor Test Company, shall be construed to mean the testing organization.
- F. Acceptable Testing Firms:
 1. Northern Electrical Testing; Phone (248) 689-8980.
 2. Utilities Instrumentation Services; Phone (734) 482-1450.
 3. Emerson/High Voltage Maintenance Corporation; Phone (248) 305-5596.
 4. Powertech Services, Inc.; Phone (810) 720-2280.
 5. Magna Electric; Phone (248) 667-9492.

1.5 PERFORMANCE REQUIREMENTS

- A. The Electrical Contractor shall supply a suitable and stable source of electrical power to each test site. The testing firm shall specify the power requirements.
- B. The Electrical Contractor shall notify the testing firm when equipment becomes available for acceptance tests. Work shall be coordinated to expedite project scheduling.
- C. The testing firm shall notify the Owner's Representative prior to commencement of any testing.
- D. Any system, material or workmanship, which is found defective on the basis of acceptance tests, shall be reported to the Engineer. The Electrical Contractor shall correct all defects.
- E. The testing organization shall maintain a written record of all tests and shall assemble and certify a final test report.

F. Safety and Precautions

1. Safety practices shall include, but are not limited to, the following requirements:
 - a. Occupational Safety and Health Act.
 - b. Accident Prevention Manual for Industrial Operations, National Safety Council.
 - c. Applicable state and local safety operating procedures.
 - d. NETA Safety/Accident Prevention Program.
 - e. Owner's safety practices.
 - f. National Fire Protection Association - NFPA 70E.
 - g. American National Standards for Personnel Protection.
2. All tests shall be performed with apparatus de-energized except where otherwise specifically required.
3. The testing organization shall have a designated safety representative on the project to supervise operations with respect to safety.

1.6 TEST INSTRUMENT CALIBRATION

A. Test Instrument Calibration

1. The testing firm shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy.
2. The accuracy shall be directly traceable to the National Institute of Standards and Technology.
3. Instruments shall be calibrated in accordance with the following frequency schedule:
 - a. Field instruments: Analog - 6 months maximum Digital - 12 months maximum
 - b. Laboratory instruments: 12 months
 - c. Leased specialty equipment: 12 months
(Where accuracy is guaranteed by Lessor)
4. Dated calibration labels shall be visible on all test equipment.
5. Records must be kept up-to-date which show date and results of instruments calibrated or tested.
6. An up-to-date instrument calibration instruction and procedures shall be maintained for each test instrument.
7. Calibrating standard shall be of higher accuracy than that of the instrument tested.

B. Field Test Instrument Standards

1. All equipment used for testing and calibration procedures shall exhibit the following characteristics:
 - a. Maintained in good visual and mechanical condition.
 - b. Maintained in safe, operating condition.

C. Suitability of Test Equipment

1. All test equipment shall be in good mechanical and electrical condition.
2. Selection of metering equipment should be based on knowledge of the waveform of the variable being measured. Digital multi-meters may be average of RMS sensing and may include or exclude the dc component. When the variable contains harmonics of dc offset and, in general, any deviation from a pure sine wave, average sensing, average measuring RMS scaled meters may be misleading. Use of RMS measuring meters is recommended.
3. Field test metering used to check power system meter calibration must have any accuracy higher than that of the instrument being checked.
4. Accuracy of metering in test equipment shall be appropriate for the test being performed.
5. Waveshape and frequency of test equipment output waveforms shall be appropriate for the test and tested equipment.

1.7 TEST REPORTS

- A. A test report shall be generated for each piece of major equipment or groups of equipment and shall include the following:
1. A list of visual and mechanical inspections required by Division 26 Specification Sections in a checklist or similar format.
 2. Test reports, including test values where applicable, for all required electrical tests. Clearly indicate where test values fall outside of the limits of recommended values.
 3. Summary and interpretation of test results detailing problems located and recommended corrective measures.
 4. Record of infrared scan and photos showing potential problem locations.
 5. Signed and dated by the testing firm field superintendent stating that all required tests have been completed.
- B. Test reports shall be furnished to the Architect/Engineer within 14 days of the completion each test on an ongoing basis. Original copies of the reports shall be furnished directly to the Architect/Engineer by the testing company prior to formal submittal via the Contractors.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 THERMOGRAPHIC SURVEY

- A. Visual and Mechanical Inspection
1. Remove all necessary covers prior to scanning.
 2. Inspect for physical, electrical, and mechanical condition.
- B. Equipment to be Scanned
1. All components of the distribution system down to and including branch circuit panelboards and motor control centers. Return 3 months after equipment has been energized and loaded to do a final scan of all equipment.
- C. Provide report indicating the following:
1. Problem area (location of "hot spot").
 2. Temperature rise between "hot spot" and normal or reference area.
 3. Cause of heat rise.
 4. Phase unbalance, if present.
 5. Areas scanned.
- D. Test Parameters
1. Scanning distribution system with ability to detect 1°C between subject area and reference at 30°C.
 2. Equipment shall detect emitted radiation and convert detected radiation to visual signal.
 3. Infrared surveys should be performed during periods of maximum possible loading but not less than twenty percent (20%) of rated load of the electrical equipment being inspected.
- E. Test Results

1. Interpretation of temperature gradients requires an experienced technician. Some general guidelines are:
 - a. Temperature gradients of 37°F to 44.6°F indicate possible deficiency and warrant investigation.
 - b. Temperature gradients of 37°F to 59°F indicate deficiency; repair as time permits.
 - c. Temperature gradients of 61°F and above indicate major deficiency; repair immediately.

END OF SECTION 26 0999

SECTION 26 2416 - PANELBOARDS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. RMS: Root mean square.

1.4 SUBMITTALS

- A. Product Data: For each type of panelboard, overcurrent protective device, surge protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Related Submittals:
 - 1. Provide overcurrent device coordination study to demonstrate proper overcurrent device ratings, adjustments, and settings.
- C. Shop Drawings: For each panelboard and related equipment.
 - 1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Enclosure types and details for types other than NEMA 250, Type 1.
 - b. Bus configuration, current, and voltage ratings.
 - c. Short-circuit current rating of panelboards and overcurrent protective devices.
 - d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 2. Wiring Diagrams: Power, signal, and control wiring.
- D. Field quality-control test reports including the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- E. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.
- F. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1, include the following:
 - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - 2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories through one source from a single manufacturer.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of panelboards and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Comply with NEMA PB 1.

F. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:

1. Ambient Temperature: Not exceeding 104 deg F.
2. Altitude: Not exceeding 6600 feet.

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet.

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Owner's written permission.

1.7 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

B. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Six spares for each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:

- a. General Electric Co.; Electrical Distribution & Protection Div.
- b. Siemens Industries, Inc.
- c. Square D.

2. Surge Protective Device Panelboards:

- a. Current Technology.
- b. Liebert Corporation.
- c. Square D.
- d. L.E.A. Dynatech.

2.2 MANUFACTURED UNITS

- A. Enclosures: Mounting as noted on panel schedules. NEMA PB 1, Type 1.
 1. Cabinet Front: Flush or surface cabinet as noted on the Drawings.
 - a. Siemens – Figure 4 hinge to box w/piano hinge.
 - b. GE – FGB (front hinge to box).
 - c. Square D – Continuous piano hinge trim.
 2. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.
 3. Directory Card: With transparent protective cover, mounted in metal frame, inside panelboard door.
- B. Phase and Ground Buses:
 1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.
- C. Conductor Connectors: Suitable for use with conductor material.
 1. Main and Neutral Lugs: Mechanical type.
 2. Ground Lugs and Bus Configured Terminators: Compression type.
- D. Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.
- E. Surge Protective Devices: Where indicated, provide manufactured units with direct bus connected type as specified in Division 26 Section "Surge Protective Devices."
 1. Provide Surge Protective Device for all Distribution and Branch Circuit Panelboards that are part of the Emergency Distribution System.
 2. Provide Surge Protective Devices elsewhere where indicated on the drawings.

2.3 PANELBOARD SHORT-CIRCUIT RATING

- A. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.4 DISTRIBUTION PANELBOARDS

- A. Main bus bars, neutral and ground, shall be copper and sized in accordance with U.L. Standards to limit temperature rise on any current carrying part to the maximums as indicated in UL67.
- B. Doors: Secured with vault-type latch with tumbler lock; keyed alike. Omit for fused-switch panelboards.
- C. Main Overcurrent Protective Devices: As indicated on the drawings.
- D. Branch Overcurrent Protective Devices:

1. Fused switches.

- E. Enclosure Size: Enclosure shall be sized to provide adequate conduit knockout space and gutter wire-bending space for all future conduits and cables. Enclosures that are too small to accommodate future conduits and cables shall be replaced at the Contractor's expense.

2.5 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Main bus bars, neutral and ground, shall be sized in accordance with U.L. Standards to limit temperature rise on any current carrying part to the maximums as indicated in UL67.
- B. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- C. Circuit breakers used for switching fluorescent lighting or for protecting air conditioning compressors shall be so listed.

2.6 OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker: NEMA AB 3, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits.
- a. Circuit Breakers 250A and Larger: Magnetic trip element with front-mounted, field-adjustable trip setting with restricted access cover.
2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
- B. Molded-Case Circuit-Breaker Features and Accessories: Standard frame sizes, trip ratings, and number of poles.
1. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
3. Do not use tandem circuit breakers.
- C. S 1, Type HD; clips to accommodate specified fuses; lockable handle.
- D. Fuses are specified in Division 26 Section "Fuses."

2.7 ACCESSORY COMPONENTS AND FEATURES

- A. Furnish accessory set including tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards and accessories according to NEMA PB 1.1.

- B. Comply with mounting and anchoring requirements specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- C. Mount top of trim 74 inches above finished floor, unless otherwise indicated.
- D. Mount plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.
- E. Install overcurrent protective devices and controllers.
 - 1. Set field-adjustable switches and circuit-breaker trip ranges.
- F. Install filler plates in unused spaces.
- G. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads or created by retrofitting. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable. Coordinate final directory room names and numbers with Owner.
- C. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.3 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding."
- B. Connect wiring according to Division 26 Section "Conductors and Cables."

3.4 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- B. Testing: Perform the following field quality control tests in accordance with Division 26 section "Electrical Testing"
 - 1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters. Perform electrical tests on all breakers and switches 200A and above or that constitute a component of an emergency distribution system. Main circuit breakers in branch circuit panelboards 225A and below are not required to be tested.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.5 CLEANING

- A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION 26 2416

SECTION 26 2813 - FUSES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Cartridge fuses rated 600 V and less for use in switches, panelboards, switchboards.

1.3 SUBMITTALS

- A. Product Data: Include the following for each fuse type indicated:
 - 1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
 - 2. Let-through current curves for fuses with current-limiting characteristics.
 - 3. Time-current curves, coordination charts and tables, and related data.
 - 4. Fuse size for elevator feeders and elevator disconnect switches.
- B. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:
 - a. Let-through current curves for fuses with current-limiting characteristics.
 - b. Time-current curves, coordination charts and tables, and related data.
 - c. Ambient temperature adjustment information.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with:
 - 1. NEMA FU 1 – Low Voltage Cartridge Fuses.
 - 2. NFPA 70 – National Electrical Code.
 - 3. UL 198C – High-Interrupting-Capacity Fuses, Current-Limiting Types.
 - 4. UL 198E – Class R Fuses.
 - 5. UL 512 – Fuseholders.

1.5 PROJECT CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.6 COORDINATION

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Bussmann, Inc.
 - 2. Eagle Electric Mfg. Co., Inc.; Cooper Industries, Inc.
 - 3. Ferraz Shawmut, Inc.
 - 4. Tracor, Inc.; Littelfuse, Inc. Subsidiary.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class and current rating indicated; voltage rating consistent with circuit voltage.
 - 1. Service Entrance: Class L, fast acting.
 - 2. Feeders: Class RK1, fast acting.
 - 3. Motor Branch Circuits: Class RK5, time delay.
 - 4. Other Branch Circuits: Class RK1, time delay.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- B. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Fuses shall be shipped separately. Any fuses shipped installed in equipment, shall be replaced by the Electrical Contractor with new fuses as specified above prior to energization at no additional expense to Owner. All fuses shall be stored in moisture free packaging at job site and shall be installed immediately prior to energization of the circuit in which it is applied.
- B. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.
- C. Install spare-fuse cabinet(s).

3.3 IDENTIFICATION

- A. Install labels indicating fuse rating and type on outside of the door on each fused switch.

END OF SECTION 26 2813

SECTION 26 4313 – SURGE PROTECTIVE DEVICES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes SPDs for low-voltage power, control, and communication equipment.

1.3 REFERENCES

- A. ANSI/IEEE C62.32: IEEE Standard Test Specifications for Low-Voltage Air Gap Surge-Protective Devices (Excluding Valve and Expulsion Type Devices).
- B. ANSI/IEEE C62.41: IEEE Guide on Surge Voltages in Low Voltage AC Power Circuits.
- C. ANSI/IEEE C62.45: IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits.
- D. NEMA 250: Enclosures for Electrical Equipment (1000 Volts Maximum).
- E. NEMA LS 1: Low Voltage Surge Protection Devices.
- F. NETA ATS: Acceptance Testing Specifications: "Surge Arresters, Low-Voltage Surge Protection Devices".
- G. NFPA 70: National Electrical Code.
- H. UL 1283: Electromagnetic Interference Filters.

- I. UL 1449 Third Edition: Surge Protective Devices.

1.4 DEFINITIONS

- A. ATS: Acceptance Testing Specifications.
- B. SVR: Suppressed voltage rating.
- C. SPD: Surge Protective Devices.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Include rated capacities, operating weights, dimensions, mounting provisions, operating characteristics, furnished specialties, and accessories.
 - 2. Provide connection details and wiring diagrams indicating how SPD device is integrated within panelboards and switchgear.
- B. Product Certificates: For surge protective devices, signed by product manufacturer certifying compliance with the following standards:
 - 1. UL 1283.
 - 2. UL 1449.
- C. Field quality-control test reports, including the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Failed test results and corrective action taken to achieve requirements.
- D. Operation and Maintenance Data: For surge protective devices to include in emergency, operation, and maintenance manuals.
- E. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain SPD's and accessories through one source from a single manufacturer. SPD units integral to switchboards, distribution panelboards and branch circuit panelboards shall be warranted and supported by the panelboard manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with IEEE C62.41, "IEEE Guide for Surge Voltages in Low Voltage AC Power Circuits," and test devices according to IEEE C62.45, "IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits."
- D. Comply with UL 1283, "Electromagnetic Interference Filters," and UL 1449, "Surge Protective Devices."

1.7 COORDINATION

- A. Coordinate location of field-mounted surge suppressors to allow adequate clearances for maintenance.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge suppressors that fail in materials or workmanship within five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. General Electric Company.

2.2 SURGE PROTECTIVE DEVICE

- A. Surge Protection Device Description: Sine-wave-tracking type, with the following features and accessories:
 - 1. MOV technology for each suppression mode.
 - 2. Fuses, rated at 200-kA interrupting capacity. Provide fusing for each suppression path.
 - 3. Fabrication using bolted compression lugs for internal wiring. No plug-in component modules, quick disconnect terminals or printed circuit boards shall be used in current-carrying paths.
 - 4. Integral disconnect switch which has been tested to the surge current rating of the SP to match or exceed the fault current rating of the board. Use of circuit breakers for disconnecting means is acceptable.
 - 5. LED indicator lights for power and protection status for each phase mounted in panelboard front cover:
 - a. Green indicates fully operational circuit.
 - b. Red indicates loss of protection.
 - 6. EMI-RFI Noise Rejection: based on MIL-STD-E220A, 50-ohm standard Insertion Loss Test:
 - a. 34dB at 100 kHz.
 - b. 51dB at 1 MHz.
 - c. 54dB at 10 MHz.
 - d. 48dB at 100 MHz.
 - 7. The maximum continuous operating voltage (MCOV) for all voltage configurations shall be 115% if nominal or greater.
 - 8. Audible alarm, with silencing switch, to indicate when protection has failed.
- B. Peak Single-Impulse Surge Current Rating for service entrance equipment (B2 Rating): 240 kA per phase; 120 kA per mode based on a single pulse, IEEE C62.41 standard 8 x 20 microsecond waveform. Device shall not suffer more than 10% deviation in clamping voltage at specified surge current.
- C. Minimum Repetitive Surge Current Capability: 10,000 for service entrance and 5,000 for distribution panels and panelboards impulse per mode in accordance with ANSI/IEEE C62.41 and ANSI/IEEE C62.45

utilizing a Category C3 bi-wave at one minute intervals without suffering either performance degradation or more than 10% deviation of specified UL 1449 Suppression Voltage Ratings at specified surge current.

D. Connection Means:

1. Integral: Bus mounted, parallel connection
2. External: Cable connection, parallel wired.

E. Protection modes and UL 1449 Listed and Recognized Component Surge Voltage Rating for grounded wye circuits with voltages of 480Y/277V, 3-phase, 4-wire circuits shall not exceed the following:

1. Line to Neutral: 1200V.
2. Line to Ground: 1200V
3. Neutral to Ground: 1200V
4. Line to Line: 2000V

F. Protection modes and UL 1449 Listed and Recognized Component Surge Voltage Rating for grounded wye circuits with voltages of 208Y/120V, 3-phase, 4-wire circuits shall not exceed the following:

1. Line to Neutral: 700V.
2. Line to Ground: 700V
3. Neutral to Ground: 700V
4. Line to Line: 1500V

G. Protection modes and UL 1449 Listed and Recognized Component Surge Voltage Rating for 240/120V, single phase, 3-wire circuits shall not exceed the following:

1. Line to Neutral: 700V.
2. Line to Ground: 700V
3. Neutral to Ground: 700V

H. Protection modes and UL 1449 Listed and Recognized Component SVR for 240/120-V, 3-phase, 4-wire circuits with high leg shall not exceed the following:

1. Line to Neutral: 700 V, 1500 V from high leg.
2. Line to Ground: 700 V.
3. Neutral to Ground: 700 V.

I. Protection modes and UL 1449 Listed and Recognized Component SVR for voltages of 480V, 3-phase, 3-wire, delta circuits shall not exceed the following:

1. Line to Line: 2000V
2. Line to Ground: 2000V.

2.3 ENCLOSURES

- A. NEMA 250, with type matching the enclosure of panel or device being protected.

PART 3 - EXECUTION

3.1 INSTALLATION OF SURGE PROTECTION DEVICES

- A. Surge protective devices shall be factory installed in all new distribution equipment.

- B. Install devices at service entrance on load side, with ground lead bonded to service entrance ground.
- C. Install devices for service entrance equipment and panelboards with conductors or buses between suppressor and points of attachment as short and straight as possible. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
 - 1. Provide a dedicated disconnect for suppressor as indicated on one line or in panel schedules.

3.2 PLACING SYSTEM INTO SERVICE

- A. Do not energize or connect distribution equipment to their sources until surge protection devices are installed and connected.

3.3 FIELD QUALITY CONTROL

- A. Testing: Perform the following field tests and inspections and prepare test reports. Test all service entrance and electronic grade panelboard suppressors.
 - 1. After installing surge protection devices, but before electrical circuitry has been energized, test for compliance with requirements.
 - 2. Complete startup checks according to manufacturer's written instructions.
 - 3. Perform each visual and mechanical inspection and electrical test stated in NETA ATS, "Surge Arresters, Low-Voltage Surge Protection Devices" Section. Certify compliance with test parameters.
 - a. Visual and Mechanical Inspection
 - 1) Inspect for physical damage and compare nameplate data with Drawings and Specifications.
 - 2) Inspect for proper mounting and adequate clearances.
 - 3) Check ground lead on each device for individual attachment to ground bus or ground electrode.
- B. Remove and replace malfunctioning units and retest as specified above.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain surge protection devices. Refer to Division 1.

END OF SECTION 26 4313

CITY OF STERLING HEIGHTS CITY HALL ELECTRICAL UPGRADES

40555 Utica Road
Sterling Heights, MI 48313

REVIEW
04/08/2016

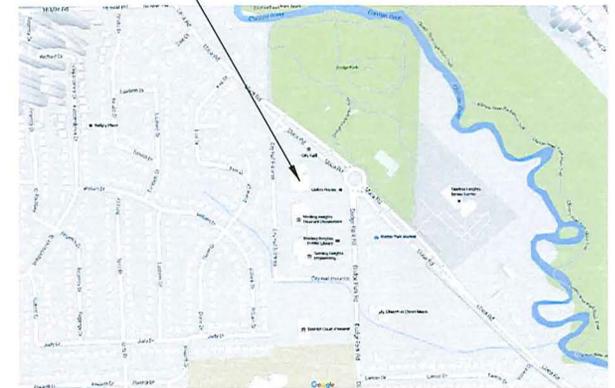


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ELECTRICAL DRAWING INDEX

<u>SHEET NO.</u>	<u>SHEET TITLE</u>
ES.1	ELECTRICAL STANDARDS AND DRAWING INDEX
ES.2	ELECTRICAL STANDARDS SCHEDULES
ES.3	LOWER LEVEL ELECTRICAL PLAN
ES.4	ONE LINE DIAGRAM

PROJECT LOCATION



LOCATION MAP
NO SCALE

FEEDER AND BRANCH CIRCUIT SIZING SCHEDULE - GENERAL PURPOSE												
OVERCURRENT DEVICE RATING (AMPERES)	WIRE SIZE (AWG OR KCMIL)			CONDUIT SIZE			WIRE SIZE (AWG OR KCMIL)			CONDUIT SIZE		
	PHASE & NEUTRAL	GROUND		SINGLE PHASE W/ GROUND (SPL. PL. 90)	SINGLE PHASE W/ GROUND (SPL. PL. 90)	THREE PHASE W/ NEUTRAL & GROUND (SPL. PL. 90)	PHASE & NEUTRAL	GROUND	SINGLE PHASE W/ GROUND (SPL. PL. 90)	THREE PHASE W/ NEUTRAL & GROUND (SPL. PL. 90)	THREE PHASE W/ NEUTRAL & GROUND (SPL. PL. 90)	
15-20	12	12		3/4"	3/4"	3/4"	3/4"					
25-30	10	10		3/4"	3/4"	3/4"	3/4"					
40-45	8	8		3/4"	3/4"	3/4"	3/4"					
50-55	8 1/0	10		3/4"	3/4"	3/4"	3/4"					
60	8	8		3/4"	3/4"	3/4"	3/4"					
70	8	8		3/4"	3/4"	3/4"	3/4"					
80	4 1/0	8		1"	1 1/4"	1 1/4"	1 1/4"					
90-100	3 1/0	8		1 1/4"	1 1/4"	1 1/4"	1 1/4"					
110	3 1/0	8		1 1/4"	1 1/4"	1 1/4"	1 1/4"					
125	1 1/2"	8		1 1/4"	1 1/4"	1 1/4"	1 1/4"					
150	1 1/2"	8		1 1/4"	1 1/4"	1 1/4"	1 1/4"					
175	2"	8		1 1/2"	1 1/2"	1 1/2"	1 1/2"					
200	3"	8		2"	2"	2"	2"					
225	4"	8		2"	2"	2"	2"					
250	4"	4		2 1/2"	2 1/2"	2 1/2"	2 1/2"					
300	3 1/2"	4		2 1/2"	2 1/2"	2 1/2"	2 1/2"					
350	3 1/2"	4		2 1/2"	2 1/2"	2 1/2"	2 1/2"					
400	3"	3		3"	3"	3"	3"					
450	2 1/2"	2		3"	3"	3"	3"					
500	2 1/2"	2		3"	3"	3"	3"					
600	2 1/2"	2		3"	3"	3"	3"					
700	2 1/2"	2		3"	3"	3"	3"					
800	2 1/2"	2		3"	3"	3"	3"					
1000	3 1/2"	2		3 1/2"	3 1/2"	3 1/2"	3 1/2"					
1200	3 1/2"	2		3 1/2"	3 1/2"	3 1/2"	3 1/2"					
1500	4 1/2"	2		4 1/2"	4 1/2"	4 1/2"	4 1/2"					
2000	5 1/2"	2		5 1/2"	5 1/2"	5 1/2"	5 1/2"					

* - SEE NOTE 4

NOTES:

- CONTRACTOR TO SIZE FEEDERS AND BRANCH CIRCUITS BASED ON THIS SCHEDULE AND OVER CURRENT DEVICE SIZE, UNLESS NOTED OTHERWISE.
- CONTRACTOR MAY CONSIDER 25% REDUCTION AS NOTED IN SPECIFICATIONS.
- CONDUCTORS ARE BASED ON 75°C/194°F RATED UP TO AND INCLUDING #14, LARGER THAN #14 ARE BASED ON 90°C RATING.
- CONDUCTORS ARE BASED ON 90°C/194°F INSULATED COPPER WIRE APPLIED AT 75°C FOR TERMINATION RATED 60/75°C OR 75°C FOR TERMINATION RATED AT 90°C.
- USE CONDUCTORS AND CONDUIT SIZES INDICATED IN PARENTHESES.
- CONDUIT SIZES ARE VALUE FOR DUTY OR RIGID CONDUIT SIZES SHALL BE ADJUSTED AS REQUIRED FOR OTHER TYPES OF CONDUIT.
- ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR AND PROVIDE REQUIRED WIRE SIZES TO ACCOMMODATE MECHANICAL EQUIPMENT LOG SIZES.
- SIZE OF DISCONNECT SWITCH LOCATED AT EQUIPMENT SHALL BE SIZED BASED UPON OVERCURRENT PROTECTION OF THAT DEVICE.
- OBTAIN APPROVAL FROM ENGINEER PRIOR TO INSTALLING DIFFERENT SIZE/QUANTITY OF CONDUCTORS TO OBTAIN AN EQUIVALENT AMPACITY.
- UPGRADE FROM ALUMINUM TO COPPER PRIOR TO EXTENDING EQUIPMENT LISTED FOR USE WITH COPPER CONDUCTORS ONLY USE COPPER CONDUCTORS FOR THE ENTIRE LENGTH OF FEEDER.

DRY TYPE DISTRIBUTION TRANSFORMER CIRCUIT SIZING SCHEDULE					
TRANSFORMER KVA	PRIMARY WIRE SIZE (AWG OR KCMIL)	CIRCUIT BREAKER	SECONDARY (DISCONNECTED VOLT)		GROUNDING BUS (DISCONNECTED VOLT)
			PHASE & NEUTRAL	CONDUIT SIZE (AWG OR KCMIL)	
8	250A	30A	10	#6	#6
15	250A	60A	8	#6	#6
30	400A	100A	3"	#6	1 1/4"
45	400A	125A	3"	#6	1 1/4"
75	125A	300A/225A**	3/4" / 1"	#2	#2
112 1/2	175A	400A	8/0	#2	3 1/2"
150	225A	600A	2-3/8"	#2	#2
225	350A	800A	2-6/8"	#2	2-3 1/2"
300	500A	1200A	3-8/8"	#2	3-3 1/2"
500	800A	1800A	4-8/8"	#2	4-3 1/2"

* - SEE NOTE 3 ** - SEE NOTE 4

NOTES:

- TRANSFORMERS AND FEEDERS ARE BASED ON 480 VOLT, 3 PHASE, 3 WIRE PRIMARY AND 208Y/120 VOLT, 3 PHASE, 4 WIRE SECONDARY.
- FEEDERS INDICATED ARE BASED ON COPPER CONDUCTORS. IF ALUMINUM CONDUCTORS ARE PERMITTED AND SELECTED, FEEDER SIZES SHALL BE FOR THE RED.
- CONDUCTORS ARE BASED ON 90°C/194°F RATED INSULATED COPPER WIRE APPLIED AT 75°C FOR TERMINATION RATED 60/75°C OR 75°C.
- THE SMALLER SIZE IS TO BE USED TO FEED 225A PANELBOARDS.
- PRIMARY OVERCURRENT PROTECTION IS SIZED AT 125% OF TRANSFORMER FULL LOAD CURRENT, PROVIDE PRIMARY OVERCURRENT DEVICE SELECTION TO ALLOW TRANSFORMER IN-RUSH CURRENT AND PROTECT BASED ON THE ANSI DAMAGE CURVE. IF MANUFACTURER REQUIRES PRIMARY OVERCURRENT GREATER THAN 125% THEN PRIMARY FEEDER SHALL BE INCREASED ACCORDINGLY.

BRANCH CIRCUIT VOLTAGE DROP WIRING SCHEDULE FOR SINGLE PHASE CIRCUITS					
BRANCH CIRCUIT RATING (A)	WIRE SIZE (AWG)	MAXIMUM BRANCH CIRCUIT LENGTH IN FEET			
		250V	240V	240V	480V
250A	12	63	143	150	331
	10	128	222	236	511
	8	201	348	402	894
	6	313	542	625	1390
300A	10	85	168	179	341
	8	134	237	259	536
	6	208	361	417	831
	4	313	542	625	1390

NOTES:

- THE ABOVE TABLE VALUES ARE BASED ON COPPER CONDUCTORS, IN STEEL CONDUIT, WITH A LOAD POWER FACTOR OF .85 FOR RED CHAPTER 9, TABLE 8.
- PROVIDE BRANCH CIRCUIT CONDUCTORS AS INDICATED IN THE TABLE ABOVE FOR ALL LIGHTING AND RECEPTACLE BRANCH CIRCUITS WHERE BRANCH CIRCUITS SERVE EQUIPPED EQUIPMENT; THE CONTRACTOR MAY PERFORM VOLTAGE DROP CALCULATIONS BASED ON ACTUAL EQUIPMENT CONNECTED LOAD AND PROVIDE CONDUCTORS APPROPRIATELY SIZED TO LIMIT VOLTAGE DROP TO A MAXIMUM OF 3%.
- CONDUCTOR SIZES ARE BASED ON MAXIMUM OF 8 CURRENT CARRYING CONDUCTORS IN A SINGLE CONDUIT.
- LIMITS FOR CONDUCTOR LENGTHS SHOWN ARE BASED ON A MAXIMUM BRANCH CIRCUIT LOADING OF 80% OF THE BRANCH BREAKER RATING AND A MAXIMUM OF 3 PERCENT VOLTAGE DROP TO CONDUIT WITH A MAXIMUM OF 1% TO THE LOAD AND THE USE FOR PROTECTING LOADS GREATER THAN 80% OF BRANCH BREAKER RATING, THE CONTRACTOR SHALL PROVIDE CONDUCTORS APPROPRIATELY SIZED TO LIMIT VOLTAGE DROP TO 3%.

NOTE: SOME SYMBOLS AND ABBREVIATIONS SHOWN MAY NOT APPLY TO THIS PROJECT.

MOTOR CIRCUIT SIZING SCHEDULE (480V, 3 PHASE)					
MOTOR HP	BREAKER FUSE	BREAKER	STARTER SIZE TYPE	MOTOR DISCONNECT NOTED #	
1/2	30/2A	15A	1	30A	
3/4	30/2A	15A	1	30A	
1	30/2A	15A	1	30A	
1 1/2	30/2A	15A	1	30A	
2	30/2A	15A	1	30A	
3	30/2A	15A	1	30A	
5	30/2A	15A	1	30A	
7 1/2	30/2A	20A	1	30A	
10	30/2A	25A	1	30A	
15	30/2A	40A	2	30A	
20	40/40A	60A	2	60A	
25	60/60A	75A	2	60A	
30	60/60A	80A	3	60A	
40	100/100A	80A	3	100A	
50	100/100A	100A	3	100A	
60	200/200A	125A	4	200A	
75	200/200A	150A	4	200A	
100	200/200A	200A	4	200A	
125	200/200A	225A	5	200A	
150	400/200A	250A	5	400A	
200	400/200A	300A	5	400A	

NOTES:

- BASED ON MOTOR FULL LOAD AMPERES AS PROVIDED BY THE M.E.C.
- BASED ON MOTOR RUNNING OVERLOAD PROTECTIONS PROVIDED BY THERMAL OVERLOAD RELAYS.
- WHERE THE STARTER IS LOCATED REMOTE FROM THE MOTOR, PROVIDE DISCONNECT LOCATED AT THE MOTOR, SIZE AS INDICATED.

SPECIAL RECEPTACLES	
TYPE	DESCRIPTION
⊕	125V, 30A, SINGLE PHASE, LOCKING RECEPTACLE, 2 POLE, 3 WIRE (NEMA L5-30R)
⊕	250V, 30A, SINGLE PHASE, LOCKING RECEPTACLE, 2 POLE, 3 WIRE (NEMA L6-30R)
⊕	250V, 30A, SINGLE PHASE, LOCKING RECEPTACLE, 2 POLE, 3 WIRE (NEMA L5-30P)
⊕	250V, 250A, THREE PHASE, LOCKING RECEPTACLE, 3 POLE, 4 WIRE (NEMA L15-20R)
⊕	250V, 30A, THREE PHASE, LOCKING RECEPTACLE, 3 POLE, 4 WIRE (NEMA L15-30R)
⊕	208Y/120V, 30A, THREE PHASE, LOCKING RECEPTACLE, 4 POLE, 5 WIRE (NEMA L14-30R)
⊕	125/250V SINGLE PHASE RECEPTACLE, 3 POLE, 4 WIRE (NEMA L14-30R)
⊕	125/250V SINGLE PHASE RECEPTACLE, 3 POLE, 4 WIRE (NEMA L14-30R)

RAYWAY APPLICATION SCHEDULE													
RAYWAY	TYPE	WIRE SIZE (AWG OR KCMIL)											
		1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	
INDOOR	EXPOSED												
	CONCEALED (ABOVE GROUND)												
	UNDERGROUND												
	CONNECTED TO VIBRATING EQUIPMENT												
	EXPOSED												
	NOT SUBJECT TO PHYSICAL DAMAGE - UNFINISHED												
	EXPOSED												
	NOT SUBJECT TO PHYSICAL DAMAGE - FINISHED												
	EXPOSED												
	SUBJECT TO SEVERE PHYSICAL DAMAGE												
OUTDOOR	CONCEALED IN CEILING, INTERIOR WALL AND PARTITIONS												
	CONNECTED TO VIBRATING EQUIPMENT												
	DAMP AND WET LOCATIONS												
	BELOW SLAB IN CHASE												
	EMBEDDED IN CONCRETE ABOVE GRADE												
	OPTICAL FIBER OR COMMUNICATIONS CABLE IN SPACES												
	CONCEALED GENERAL PURPOSE DISTRIBUTION OF OPTICAL FIBER OR COMMUNICATION CABLE												
	CONCEALED IN CEILING, INTERIOR WALL AND PARTITIONS												
	CONNECTED TO VIBRATING EQUIPMENT												
	DAMP AND WET LOCATIONS												

GENERAL NOTES:

- 'X' INDICATES ACCEPTABLE SELECTION.
- REFER TO "CONDUCTORS AND CABLES" SPECIFICATION FOR APPLICATION LIMITATIONS OF AC/DC CABLE.

REVISION

REVISION

PROJECT TITLE
CITY OF STERLING HEIGHTS
ELECTRICAL UPGRADES

STERLING HEIGHTS, IL

DATE
04/08/2016

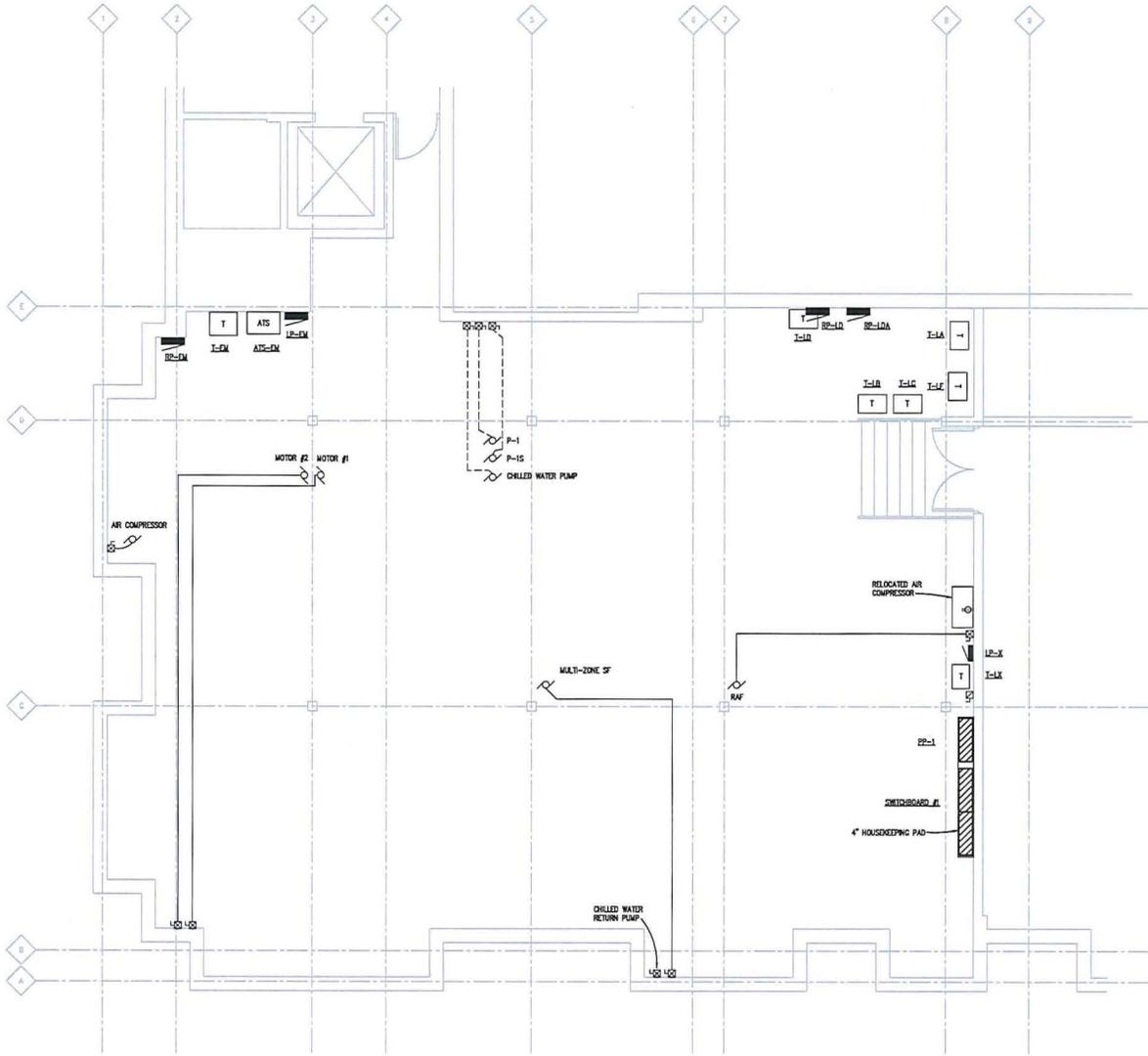
ISSUE
OWNER REVIEW

SHEET No.
E0.2

FOR MORE INFO, SEE THE PROJECT MANUAL, DIVISION 16, ELECTRICAL, SECTION 16.00, PART 1.1, ELECTRICAL UPGRADES.

PATER BASSO ASSOCIATES INC.
CONSULTING ENGINEERS

THE FOLLOWING DIMENSION EQUALS ONE INCH WHEN PRINTED TO SCALE.



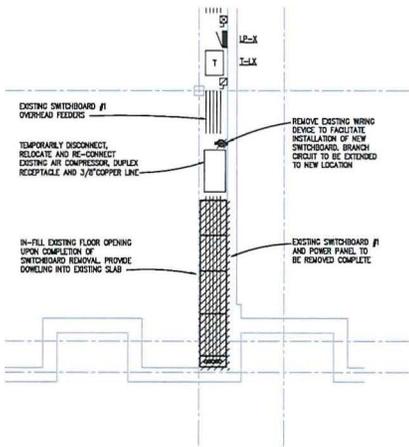
LOWER LEVEL ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. THESE DRAWINGS REPRESENT THE GENERAL EXTENT AND ARRANGEMENT OF SYSTEMS, BUT ARE NOT TO BE CONSIDERED FABRICATION DRAWINGS. COORDINATE WITH OTHER TRADES AND PROVIDE EACH SYSTEM COMPLETE, INCLUDING ALL NECESSARY COMPONENTS, FITTINGS, AND GISELS.
2. INSTALL SYSTEMS SUCH THAT REQUIRED CLEARANCE AND SERVICE ACCESS SPACE IS PROVIDED AROUND ALL MECHANICAL AND ELECTRICAL EQUIPMENT, AND AROUND ANY COMPONENTS WHICH REQUIRE SERVICE ACCESS.
3. PROVIDE SUPPLEMENTARY STEEL AS REQUIRED FOR THE PROPER SUPPORT OF ALL SYSTEMS.
4. TRANSFORMER SECONDARY CONDUCTORS SHALL BE SIZED IN ACCORDANCE WITH TRANSFORMER CIRCUIT SIZING SCHEDULE SHOWN ON "ELECTRICAL STANDARD SCHEDULES DRAWING" UNLESS OTHERWISE NOTED.
5. MOTOR CIRCUIT PROTECTION SHALL BE SIZED IN ACCORDANCE WITH MOTOR CIRCUIT SIZING SCHEDULES SHOWN ON "ELECTRICAL STANDARD SCHEDULES DRAWING" UNLESS OTHERWISE NOTED.

PROPOSED SEQUENCE OF CONSTRUCTION:

1. DISCONNECT AND RELOCATE EXISTING AIR COMPRESSOR. COORDINATE TEMP/NEW LOCATION WITH OWNER REPRESENTATIVE.
2. INSTALL NEW POWER PANEL, PP-1 AND PROVIDE TEMPORARY FEED FROM EXISTING SWITCHBOARD #1.
3. DISCONNECT AND RELOCATE EXISTING BRANCH CIRCUITS FROM EXISTING PP-1 TO NEW PP-1.
4. DISCONNECT AND REMOVE EXISTING PP-1 FROM SWITCHBOARD #1. PROVIDE PROPER PROTECTION.
5. PARTIAL IN-FILL FLOOR OPENING.
6. INSTALL NEW SWITCHBOARD #1 AND PROVIDE TEMPORARY FEEDER FROM EXISTING SWITCHBOARD #1.
7. REMOVE TEMPORARY FEEDER FOR PP-1 AND RE-FEED FROM NEW SWITCHBOARD #1.
8. DISCONNECT AND RELOCATE EXISTING BRANCH CIRCUITS FROM EXISTING SWITCHBOARD #1 TO NEW SWITCHBOARD #1.
9. DISCONNECT EXISTING SWITCHBOARD #1 FEEDERS, INTERCEPT AND TERMINATE AT NEW SWITCHBOARD #1.
10. REMOVE EXISTING SWITCHBOARD #1.
11. IN-FILL FLOOR OPENING.



LOWER LEVEL PARTIAL DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

C:\2016\2016-01-15-10\040\2016-01-15-03-E3-EPI.dwg, E3.1, 4/8/2016 12:40:33 PM, Eric C. Destro, Peter Basso Associates Inc.

REVISION

REVISION

DATE: 04/08/2016
 TIME: 10:45:00 AM
 TEL: 248-979-9000 FAX: 248-979-0027
 WWW: www.peterbasso.com
 PROJECT NO. 20160338

PBA
 Peter Basso Associates Inc.
 CONSULTING ENGINEERS

PROJECT TITLE
**CITY OF STERLING HEIGHTS
 ELECTRICAL UPGRADES**

SHEET TITLE
**LOWER LEVEL ELECTRICAL
 PLAN**

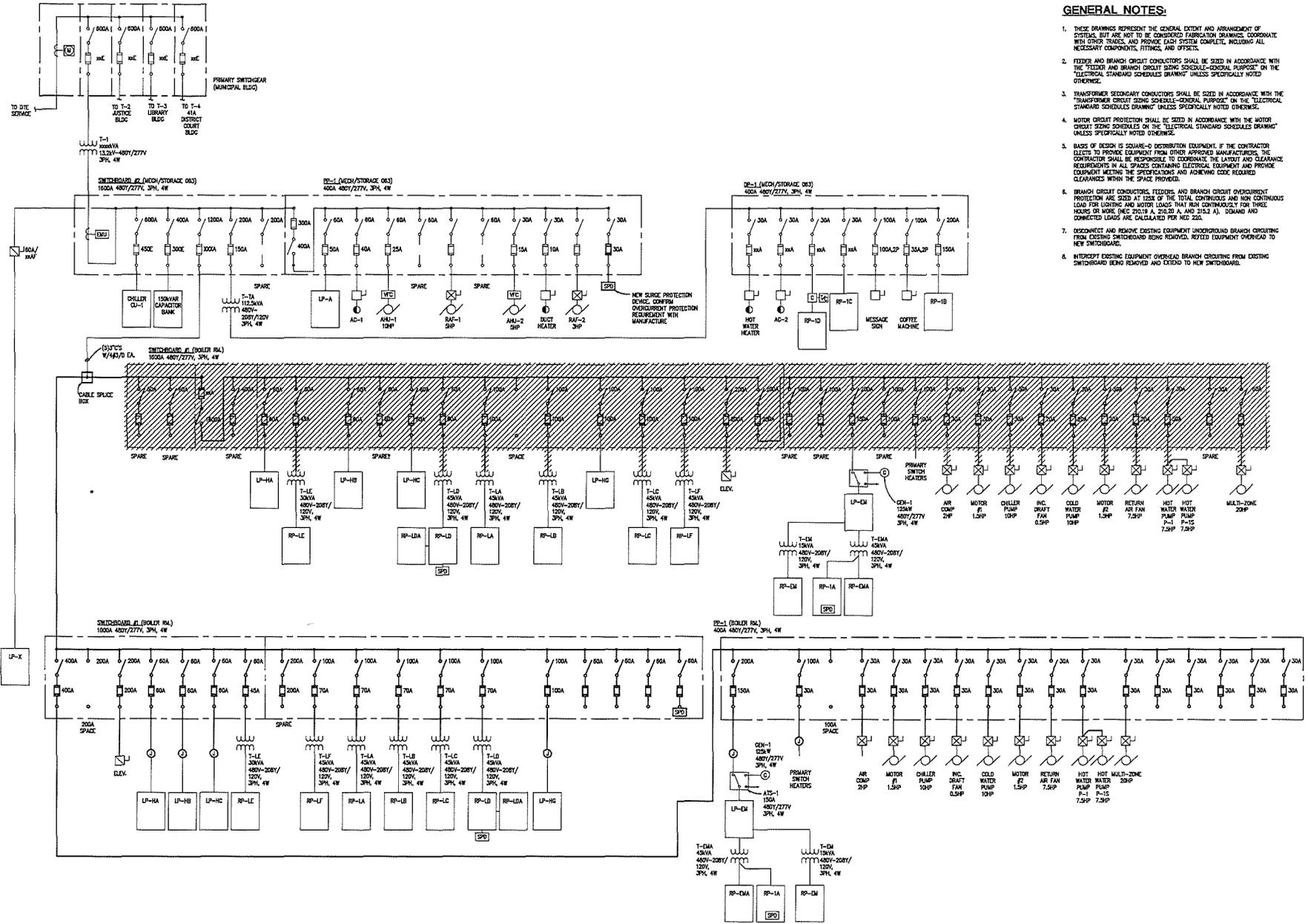
DATE
04/08/2016

ISSUE
**OWNER
 REVIEW**

SHEET No.

E3.1

STERLING HEIGHTS, MI



GENERAL NOTES:

1. THESE DRAWINGS REPRESENT THE GENERAL EXTENT AND ARRANGEMENT OF SYSTEMS, BUT ARE NOT TO BE CONSIDERED FABRICATION DRAWINGS. COORDINATE WITH OTHER TRADES AND PROVIDE EACH SYSTEM COMPLETE, INCLUDING ALL NECESSARY COMPONENTS, FITTINGS, AND OFFSETS.
2. FEEDER AND BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED IN ACCORDANCE WITH THE FEEDER AND BRANCH CIRCUIT SIZING SCHEDULES-GENERAL PURPOSE ON THE ELECTRICAL STANDARD SCHEDULES DRAWING UNLESS SPECIALLY NOTED OTHERWISE.
3. TRANSFORMER SECONDARY CONDUCTORS SHALL BE SIZED IN ACCORDANCE WITH THE TRANSFORMER CIRCUIT SIZING SCHEDULES-GENERAL PURPOSE ON THE ELECTRICAL STANDARD SCHEDULES DRAWING UNLESS SPECIALLY NOTED OTHERWISE.
4. MOTOR CIRCUIT PROTECTION SHALL BE SIZED IN ACCORDANCE WITH THE MOTOR CIRCUIT SIZING SCHEDULES ON THE ELECTRICAL STANDARD SCHEDULES DRAWING UNLESS SPECIALLY NOTED OTHERWISE.
5. BASIS OF DESIGN IS SQUARE-D DISTRIBUTION EQUIPMENT. IF THE CONTRACTOR ELECTS TO PROVIDE EQUIPMENT FROM OTHER APPROVED MANUFACTURERS, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE LAYOUT AND CLEARANCE REQUIREMENTS IN ALL SPACES CONTAINING ELECTRICAL EQUIPMENT AND PROVIDE EQUIPMENT MEETING THE SPECIFICATIONS AND ACHIEVING CODE REQUIRED CLEARANCES WITHIN THE SPACE PROVIDED.
6. BRANCH CIRCUIT CONDUCTORS, FEEDERS, AND BRANCH CIRCUIT OVERCURRENT PROTECTION ARE SIZED AT LEAST AT 125% OF THE TOTAL CONTINUOUS AND NON CONTINUOUS LOAD FOR LIGHTING AND MOTOR LOADS THAT RUN CONTINUOUSLY FOR THREE HOURS OR MORE (NEC 210.19 A, 210.20 A, AND 210.3 A). DEMAND AND CONNECTED LOADS ARE CALCULATED PER 424.
7. DISCONNECT AND REMOVE EXISTING EQUIPMENT UNDERGROUND BRANCH CIRCUITING FROM EXISTING SWITCHGEAR BEING REMOVED. REWIRE EQUIPMENT OVERHEAD TO NEW SWITCHGEAR.
8. INTERCEPT EXISTING EQUIPMENT OVERHEAD BRANCH CIRCUITING FROM EXISTING SWITCHGEAR BEING REMOVED AND EXTEND TO NEW SWITCHGEAR.

REVISION

REVISION

Eric C. DeSko, P.E.
 Peter Basso Associates Inc.
 14000 W. 42nd Ave., Suite 207
 Golden, CO 80401
 PBA Project No. 2016-0135

PBA
 Peter Basso Associates Inc.
 CONSULTING ENGINEERS

PROJECT TITLE
**CITY OF STERLING HEIGHTS
 ELECTRICAL UPGRADES**

STERLING HEIGHTS, MI

SHEET TITLE
ONE LINE DIAGRAM

DATE

ISSUE

SHEET No

E5.1



**Business of the City Council
Sterling Heights, Michigan**

City Clerk's Use
Item No: 4-D
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for rental of tents, tables, chairs, and accessories for city events (Estimated annual expenditure of \$16,112.50)

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)

JB

Attachments

<i>MC</i>	City Clerk	—	Resolution	—	Minutes
<i>AB</i>	Finance & Budget Director	—	Ordinance	—	Plan/Map
<i>JB</i>	City Attorney (as to legal form)	—	Contract	—	Other
<i>MM</i>	City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- The city utilizes the services of outside vendors to provide tents, tables, chairs, and related accessories for city-sponsored events, including *Sterlingfest*, and *A Sterling Christmas*. On May 4, 2016, the city received three (3) bids in response to its invitation to bid for the rental of tents, tables, chairs, and related accessories for city events.
- Upon review and analysis, the Community Relations Department is recommending an award of the bid to S & R Event Rental, the low bidder meeting specifications. Under this award, S & R Event Rentals will supply all tents, tent lighting, tables, chairs, and accessories, including setup and takedown.
- S & R Event Rental is a new vendor to the city. References were contacted and proved favorable.
- This bid award is for two years, with an option to extend the bid term one additional year at unit pricing bid.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for rental of tents, tables, chairs, and accessories for city events to S & R Event Rental, 465 Stephenson Hwy., Troy, MI 48083, at unit prices bid for two years and authorize the City Manager to exercise the option to extend the bid term one year at the unit pricing bid.

CITY OF STERLING HEIGHTS
STAFF REPORT
 June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On May 4, 2016, bids were received for rental of tents tables, chairs, and accessories for city events. These events include *Sterlingfest* and *A Sterling Christmas*, but could include other events held by the city, if necessary. An Invitation to Bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper. Three vendors responded as outlined on the attached bid tabulation. Funds have been allocated in 11779752 (Parks & Recreation) 945000 (Other Rental) and 11210000 276785 (Escrow – Sterlingfest).

STAFF ANALYSIS AND FINDINGS:

Upon review and analysis of the bids submitted, Community Relations is recommending award of the bid to S & R Event Rental, the low bidder. S & R Event Rental is a new vendor for the City and as such, Community Relations called references provided, all of which proved favorable. S & R Event Rental provides tents for Royal Oak’s “Arts, Beats, and Eats” event, as well as Detroit’s “Winter Blast.” References have indicated that S & R Event Rental is always reliable and provides clean tents.

Based upon the unit pricing bid for year 1, it is anticipated that the City will expend \$16,112.50 for the rental of these items, as follows:

Size / Description	Event	Quantity	Unit Price – Yr 1	Extended Total
20' x 20' tent	Sterlingfest	2	\$ 190.00	\$ 380.00
10' x 10' tent	Sterlingfest	17	155.00	2,635.00
15' x 15' tent	Sterlingfest	4	180.00	720.00
60' x 120' tent	Sterlingfest	1	1,750.00	1,750.00
80' x 180' tent	Sterlingfest	1	5,760.00	5,760.00
40' x 100' tent	Sterlingfest	1	1,180.00	1,180.00
Folding Chairs	Sterlingfest	850	1.25	1,062.50
72" Round Tables	Sterlingfest	80	8.00	640.00
8' x 30" Tables	Sterlingfest	65	7.00	455.00
Round Hi-Tops	Sterlingfest	40	7.00	280.00
Tent Lights	Sterlingfest	20	10.00	200.00
50' Tri-Plug Cords	Sterlingfest	20	10.00	200.00
40' x 40' tent	Sterling Christmas	1	850.00	850.00
TOTAL				\$16,112.50

Pricing includes supply, delivery, setup and takedown of all tents, tables and chairs. S & R Event

Rental has provided an indemnity agreement in favor of the city, and will be required to provide evidence of liability insurance with the city named as an additional insured prior to providing the rental items under this bid.

Please see the attached departmental recommendations from Community Relations.

STAFF RECOMMENDATION:

Please see suggested action set forth on the accompanying agenda statement.

Notification list:

S & R Event Rental

465 Stephenson Hwy.

Troy, MI 48083

Rodney Ouellette, Owner

srtent@gmail.com



Date: May 16, 2016

To: Jim Buhlinger, Purchasing Manager

From: Bridget Doyle, Community Relations Director

Re: Award of Bid for Rental of Tents, Tables and Chairs 2016-2017

The Community Relations Department has reviewed the bids for the rental of tents, tables and chairs for all City events from 2016 and 2017 with the option of extending for the year 2018. This bid includes parameters for the rental of various size tents, tables and chairs for all City events, including the City's largest event, Sterlingfest, and other events such as Sterling Christmas.

Based upon the bid received, the Community Relations Department recommends the City awarded to the lowest bidder meeting all the specifications and requirements:

S&R Event Rental
465 Stephenson Hwy.
Troy, MI 48083

Of the three bids received, S&R Event Rental came in at the lowest estimated cost for the specs requested by the City. Based on the number of tents, tables, chairs and other equipment needed for each singular year of Sterlingfest, S&R Event Rental's grand total came in \$1,520 less expensive per event (\$15,282.50 versus the next lowest bidder, American Rentals, at \$16,802.50). This is one example of cost savings that would be afforded by going with S&R Event Rental.

As all three submitters meet the specifications set by the City, it is our recommendation to go with the lowest bid. Additionally, Community Relations staff has not been pleased with the cleanliness of the tent rental in the past. It is our hope that we will be able to work with S&R Event Rental as a new vendor and emphasize the need for clean tents and the required rain gutter add-on to the Suds and Sounds Tent.

Thank you for your efforts in securing the best prices to keep our event costs to a minimal.

C: Karen Kazmer, Management Services Specialist

**CITY OF STERLING HEIGHTS
 BID TABULATION - MAY 4, 2016
 ITB-SH16-023: RENTAL OF TENTS FOR CITY EVENTS**

Description/Event	Size	Qty	American Rentals			Delux Tents & Events			S&R Event Rental					
			Year One Unit	Year One Total	Year Two Unit	Year Two Total	Year Three (Opt'l) Unit	Year Three (Opt'l) Total	Year One Unit	Year One Total	Year Two Unit	Year Two Total	Year Three (Opt'l) Unit	Year Three (Opt'l) Total
STERLINGFEST TENTS														
Jazz Tent	20' x 20'	1	\$225.00	\$225.00	\$225.00	\$225.00	\$250.00	\$250.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
Sponsor/Food Tent	10' x 10'	18	115.00	2,070.00	115.00	2,070.00	130.00	2,340.00	145.00	2,610.00	145.00	2,610.00	145.00	2,610.00
Sponsor	15' x 15'	4	200.00	800.00	200.00	800.00	225.00	900.00	225.00	900.00*	225.00	900.00*	225.00	900.00*
Kids' Tent	60' x 120'	1	2,000.00	2,000.00	2,000.00	2,000.00	2,450.00	2,450.00	2,850.00	2,850.00	2,850.00	2,850.00	2,850.00	2,850.00
Sterlingfest Tent Rental Grand Total				\$5,095.00		\$5,095.00		\$5,940.00		\$6,635.00		\$6,635.00		\$6,635.00
STERLINGFEST TABLES, CHAIRS AND STAGE														
White Folding Chairs		850	\$1.85	\$1,572.50	\$1.85	\$1,572.50	\$1.90	\$1,615.00	\$2.50	\$2,125.00	\$2.50	\$2,125.00	\$2.50	\$2,125.00
Round Tables	72"	70	12.00	840.00	12.00	840.00	12.50	875.00	13.50	945.00	13.50	945.00	13.50	945.00
Banquet Tables	8' x 30"	70	7.00	490.00	7.00	490.00	7.25	507.50	10.00	700.00	10.00	700.00	10.00	700.00
Round High Top Tables	36"	40	10.00	400.00	10.00	400.00	10.50	420.00	12.00	480.00	12.00	480.00	12.00	480.00
4' x 4' Stage Sections	16' x 28'	1	672.00	672.00	672.00	672.00	784.00	784.00	770.00	770.00**	770.00	770.00	770.00	770.00
Stage Skirting		1	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
Stairs for Stage		1	20.00	20.00	20.00	20.00	20.00	20.00	30.00	30.00	30.00	30.00	30.00	30.00
Halogen Lights for Tents		20	20.00	400.00	20.00	400.00	20.00	400.00	50.00	1,000.00	50.00	1,000.00	50.00	1,000.00
Tri-Plug White Extension Cords	50'	20	4.00	80.00	4.00	80.00	4.00	80.00	5.00	100.00	5.00	100.00	5.00	100.00
Tables Etc. Grand Total				\$4,534.50		\$4,534.50		\$4,761.50		\$6,210.00		\$6,210.00		\$6,210.00
BID GRAND TOTAL				\$9,629.50		\$9,629.50		\$10,701.50		\$12,845.00		\$12,845.00		\$12,845.00
VARIOUS CITY EVENTS - TENTS, TABLES, CHAIRS & STAGE EQUIPMENT														
Tent	20' x 20'		\$225.00		\$225.00		\$250.00		\$275.00		\$275.00		\$275.00	
Tent	10' x 10'		115.00		115.00		130.00		145.00		145.00		145.00	
Tent	15' x 15'		200.00		200.00		225.00		225.00*		225.00*		225.00*	
Tent	60' x 120'		2000.00		2000.00		2450.00		2850.00		2850.00		2850.00	
Tent	100' x 180'		N/B		N/B		N/B		N/B		N/B		N/B	
Tent	20' x 100'		1210.00		1210.00		1350.00		1370.00		1370.00		1370.00	
Tent	80' x 180'		5510.00		5510.00		5750.00		6460.00		6460.00		6460.00	
Tent	40' x 100'		2650.00		2650.00		2850.00		3175.00		3175.00		3175.00	
Tent	40' x 40'		800.00		800.00		950.00		700.00^		700.00^		700.00^	
White Folding Chairs			1.85		1.85		1.90		2.50		2.50		2.50	
Round Tables	72"		12.00		12.00		12.50		13.50		13.50		13.50	
Tables	8' x 30"		7.00		7.00		7.25		10.00		10.00		10.00	
Round High Top Tables	36"		10.00		10.00		10.50		12.00		12.00		12.00	
4' x 4' Stage Sections	16' x 28'		24.00		24.00		28.00		55.00**		55.00**		55.00**	
Stage Skirting			60.00		60.00		60.00		1.00#		1.00#		1.00#	
Stairs for Stage			20.00		20.00		20.00		30.00		30.00		30.00	
Halogen Lights for Tents			20.00		20.00		20.00		50.00		50.00		50.00	
Tri-Plug White Extension Cords	50'		4.00		4.00		4.00		5.00		5.00		5.00	

N/B - No Bid submitted for item
 * 14' x 14'
 ** 4' x 8' stage sections
 ^ Pole Tent
 # per linear foot
 @ - Adjusted by Purchasing



CITY OF Sterling Heights

InnovatingLiving

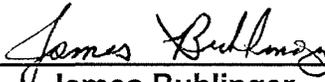
Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Road | P.O. Box 8009
Sterling Heights, MI | 48311-8009

City Council	
Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko
City Manager	Mark D. Vanderpool

TEL 586.446.CITY (2489) FAX 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

INVITATION TO BID
ITB-SH16-023

The City of Sterling Heights, Michigan is accepting sealed bids for RENTAL OF TENTS FOR CITY EVENTS until WEDNESDAY, MAY 4, 2016 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.


James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

V. SPECIFICATIONS

The City of Sterling Heights is accepting sealed bids for the rental of tents, sidewalls, lighting, tables, chairs and staging for various City Events in 2016 and 2017 with an optional third year for 2018. Sizes and quantities for 2016 and 2017 should remain the same but are subject to minor changes. The following are minimum specifications. The vendor will be responsible for delivery, setup, teardown and removal of all items.

All tents will be crisp, bright white in color, clean and in good condition. Tents and sidewalls must be treated with flame resistant material. Flame retardant process may not be removable by washing or exposure to precipitation. The City reserves the right to inspect the tents to determine that the items submitted for bid conform to the bid specifications before an award is made. Tents should have a tag sewn on material stating NFPA 701 CPAI 84 and/or ULC 109.

Tents may require lighting, solid or screened side panels. Your bid price must include side panels and globe tent lighting around the entire perimeter for each tent where lighting is needed. Food tents must have the option of screened and solid side panels. Pricing is also requested for additional 500-watt halogen lighting installed by vendor as needed. Vendor shall be responsible for set up and take down of all tables, chairs, staging sections, stage skirting and stairs, and lights.

Sterlingfest scheduled dates: Community Relations

2016: July 28 – 30, 2016

2017: July 27 – 29, 2017

2018: July 26 – 28, 2018 (tentative)

Sterlingfest is held on the corner of Dodge Park and Utica Roads in Sterling Heights. Delivery shall be to Dodge Park on the Tuesday before Sterlingfest. All tents shall be set up after 8:00 a.m. on the date of delivery, and tents shall be taken down no later than the end of the day on the Monday after Sterlingfest.

Adjustments to quantities are to be allowed up to one (1) week prior to Sterlingfest.

A Sterling Christmas scheduled dates: Parks and Recreation

2016: December 3, 2016

2017: December 2, 2017

2018: December 1, 2018

A Sterling Christmas will take place in the concert area behind the Sterling Heights Recreation Center. Delivery and set up shall be the Friday before the event, between 9:00 a.m. and 4:00 p.m. The tent shall be taken down the Monday following the event by 5:00 p.m., unless otherwise agreed upon by both parties.

Tent stakes shall be capped for safety and all other essential equipment to set up tents, sidewalls, lighting, tables, chairs and staging must be included within your bid price and arranged per floor plan provided by Community Relations or Parks & Recreation prior to set up. Materials and labor related to setup and teardown must also be included within

your bid price.

All tents are to have sidewalls that may be raised or lowered as necessary.

Food tents shall have optional screening.

VI. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that the **RENTAL OF TENTS FOR CITY EVENTS** 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 bid will remain firm for **two (2) years, with an option to renew for one (1) additional year at the sole discretion of the City.**

The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City. It is the intent of the City to purchase the services and/or products in the quantity and frequency as listed in this bid, however, the City reserves the right to modify or eliminate this purchase without prior notice. The City reserves the right to split this purchase among two or more bidders subject to vendor acceptance, as noted below.

NOTE: Tent prices **must** include sidewalls and lighting as necessary.

	<u>2016</u>	<u>2017</u>	<u>2018</u> (Optional)
TENTS	\$ _____	\$ _____	\$ _____
TABLES, CHAIRS, ETC.	\$ _____	\$ _____	\$ _____
BID GRAND TOTAL	\$ _____	\$ _____	\$ _____

Can your company meet the delivery and setup date? YES _____ NO _____

Will you accept a Split Bid Award at the unit prices bid? YES _____ NO _____

How did you receive notification of this bid? _____

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: _____

COMPANY _____

VI. BID FORM (CONT'D)

The undersigned certifies that all documents/addendums associated with this bid have been downloaded from the MITN website.

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

REPRESENTATIVE/TITLE _____

TELEPHONE/FAX _____

PAYMENT TERMS _____

EMAIL/WEBSITE _____

SIGNATURE _____ DATE _____

VI. BID FORM (CONT'D)

STERLINGFEST TENTS

All tents **must** be white (no striped colors), clean and free of holes, with lighting and side panels unless noted otherwise; food tents to have optional screening.

<u>Est Qty</u>	<u>Size/ Description</u>	<u>Year 1 Unit Price</u>	<u>Year 1 Extended Total</u>	<u>Year 2 Unit Price</u>	<u>Year 2 Extended Total</u>	<u>Year 3 (Optional) Unit Price</u>	<u>Year 3 (Optional) Extended Total</u>
1	20' x 20' Jazz *includes side curtains	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
18	10' x 10' Sponsor / Food *includes side curtains and lights	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	15' x 15' Sponsor *includes side curtains and lights	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1	60' x 120' Kids' Tent *includes 9-40' side curtains and 6-100' light strings	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
RENTAL OF TENTS							
BID SUB- TOTAL:			\$ _____		\$ _____		\$ _____
(Carry Totals forward to page 10)							

VI. BID FORM (CONT'D)

Vendor to be responsible for set up and take down of all tables, chairs, staging sections, stage skirting & stairs, and lights.

STERLINGFEST TABLES, CHAIRS AND STAGE

<u>Est Qty</u>	<u>Item</u>	<u>Year 1 Unit Price</u>	<u>Year 1 Extended Total</u>	<u>Year 2 Unit Price</u>	<u>Year 2 Extended Total</u>	<u>Year 3 (Optional) Unit Price</u>	<u>Year 3 (Optional) Extended Total</u>
850	White Contour Folding Chairs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
70	72" Round Tables	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
70	8" x 30" Tables	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
40	Round Hi-Top Tables	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1	4' x 4' Stage Sections Stage Size 16' x 28'	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1	Stage Skirting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1	Stairs for Stage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20	Halogen Lights for Tents (500 watts)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

VI. BID FORM (CONT'D)

<u>Est Qty</u>	<u>Item</u>	<u>Year 1 Unit Price</u>	<u>Year 1 Extended Total</u>	<u>Year 2 Unit Price</u>	<u>Year 2 Extended Total</u>	<u>Year 3 (Optional) Unit Price</u>	<u>Year 3 (Optional) Extended Total</u>
20	50' Tri-Plug White Extension Cords	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
RENTAL OF TABLE, CHAIRS, AND ETC			\$ _____		\$ _____		\$ _____
BID SUB-TOTAL:							
<i>(Carry Totals forward to page 10)</i>							

VI. BID FORM (CONT'D)

**TENTS, TABLES, CHAIRS AND STAGE EQUIPMENT FOR OTHER
VARIOUS CITY EVENTS**

All tents **must** be white (no striped colors), clean and free of holes, with lighting and side panels unless noted otherwise. Vendor to be responsible for set up and take down of all tables, chairs, staging sections, stage skirting & stairs, and lights.

<u>Size/ Description</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 (Optional) Unit Price</u>
20' x 20' *includes side curtains	\$ _____	\$ _____	\$ _____
10' x 10' *includes side curtains and lights	\$ _____	\$ _____	\$ _____
15' x 15' *includes side curtains and lights	\$ _____	\$ _____	\$ _____
60' x 120' *includes 9-40' side curtains and 6-100' light strings	\$ _____	\$ _____	\$ _____
100' x 180' *includes 12-40' side curtains, and 6-100' light strings	\$ _____	\$ _____	\$ _____
20' x 100' *includes 6-20' side curtains and 5 frame lights. Gutters to bridge two tents	\$ _____	\$ _____	\$ _____
80' x 180' *includes side curtains and lights	\$ _____	\$ _____	\$ _____
40' x 100' *includes side curtains and lights. Gutters to bridge two tents	\$ _____	\$ _____	\$ _____
40' x 40' *includes 4 side curtains and lights	\$ _____	\$ _____	\$ _____

VI. BID FORM (CONT'D)

<u>Item</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 (Optional) Unit Price</u>
White Contour Folding Chairs	\$ _____	\$ _____	\$ _____
72" Round Tables	\$ _____	\$ _____	\$ _____
8" x 30" Tables	\$ _____	\$ _____	\$ _____
Round Hi-Top Tables	\$ _____	\$ _____	\$ _____
4' x 4' Stage Sections Stage Size 16' x 28'	\$ _____	\$ _____	\$ _____
Stage Skirting	\$ _____	\$ _____	\$ _____
Stairs for Stage	\$ _____	\$ _____	\$ _____
Halogen Lights for Tents (500 watts)	\$ _____	\$ _____	\$ _____
50' Tri-Plug White Extension Cords	\$ _____	\$ _____	\$ _____

*** Please do NOT include the Unit Prices from this section in your Totals.**

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

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for the sale of surplus city-owned property commonly known as 37504, 37520 and 37536 Dundee Street.

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

 City Clerk	__	Resolution	__	Minutes
 Finance & Budget Director	__	Ordinance	__	Plan/Map
 City Attorney (as to legal form)	__	Contract	__	Other
 City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- In 1975, a 1.55-acre parcel of city-owned land was established as a detention pond servicing the residences constructed within the Winthrop Subdivision No. 2. This parcel remained a detention pond for 29 years. In 2004, improvements to the Beaver Creek and Shanahan Drains were completed and eliminated the need for dedicated retention of storm water run-off from the Winthrop Subdivision No. 2 using the 1.55-acre parcel.
- On May 3, 2005, the City split the 1.55-acre parcel into three single-family, residentially-sized lots commonly known as 37504, 37520 and 37536 Dundee Street. The City proceeded to solicit bids for the purchase of the three lots. Five bids were received in response to the City's solicitation, but all were rejected due to below market bid amounts. In April 2006, an Offer to Purchase was accepted, but the sale and purchase transaction did not close due to the high development costs necessary to develop the parcels with single-family residences.
- Recently, the Offices of City Development and Purchasing prepared and issued an invitation to bid (ITB) for the sale of the three surplus parcels. A single bid from Palazzolo Family, LLC was received in the amount of \$81,000.
- Recommendation is being made to award the bid to the sole bidder, Palazzolo Family, LLC in the amount of \$81,000. The bid amount is reasonable considering the high costs associated with the development of the parcels with single-family residences. The Palazzolo Family LLC is a developer well-

known in the Sterling Heights community and has the skill, experience, and resources to successfully develop these three parcels.

- In accordance with the City Council motion approved on September 20, 1994, all monies collected from the sale of City-owned surplus property will be placed into 24664040 (Land & Water Conservation Fund – Other Revenue) 673000 (Sale of Fixed Assets), a separate designated park improvement account to fund future Parks & Recreation projects.
- Please see the attached memo from the City Development for additional information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for the sale of surplus City-owned property commonly known as 37504, 37520, and 37536 Dundee Street to Palazzolo Family, LLC, 3737 Cherry Creek Lane., Sterling Heights, MI 48314 at the bid amount of \$81,000 and authorize the City Manager to sign all required documents on behalf of the City.

CITY OF STERLING HEIGHTS

STAFF REPORT

June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On May 10, 2016, a sole bid was received in response to the City's invitation to bid for the sale of City-owned property commonly known as 37504, 37520, and 37536 Dundee Street. The subject property is zoned R-60 (Single-Family Residential District) and located within the "Winthrop Subdivision No. 2" in Section 19. The Invitation to Bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter, and published in the Sentry Newspaper.

STAFF ANALYSIS AND FINDINGS:

The surplus property is comprised of three parcels of property that previously served as a detention pond for storm water run-off within the "Winthrop Subdivision No. 2" in Section 19.

Future development of the three parcels created after the abandonment of the detention pond will require higher development costs to address the following:

- A. After the retention pond was abandoned, the City backfilled it using uncontrolled fill material without any methodical soil compaction. As a result, the future development of the three residential parcels will likely require engineered foundations to achieve proper soil bearing capacity.
- B. 37504 Dundee includes an abandoned pump station with associated piping, manholes and concrete pavement from Dundee Street to the east property line. These facilities and pavement must be removed prior to any development.
- C. As there are no existing sanitary sewer leads to service the three parcels, the developer will need to tap the existing 12" sanitary sewer located on the east side of Dundee which is 15' deep.

In total, the three parcels have been valued by the City Assessor at \$137,000. However, City personnel estimate that the additional costs identified above will increase development costs by approximately \$60,000 for the three parcels. Thus, a bid in the range of \$75,000 to \$85,000 is likely commensurate with fair market value. The sole bid in the amount of \$81,000 received from Palazzolo Family, LLC is reasonable.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

NOTIFICATION LIST

Palazzolo Family, LLC
3737 Cherry Creek Ln.
Sterling Heights, MI 48314
Sam Palazzolo, Owner
sam@palazzolobrothers.com

Interoffice Memorandum

Date: May 19, 2016
To: Jim Buhlinger, Purchasing Manager
From: Denice A. Gerstenberg, City Development Director
Subject: Sale of City-Owned Property – 37500 Dundee Street

In 1975 this 1.55-acre City-owned single-family residential parcel was established as a retention pond for Winthrop Subdivision No.2. The pond was abandoned in 2004 as a result of improvements to the Beaver Creek and Shanahan Drains. Consequently, there was no longer any reason for the City to retain this parcel so on May 3, 2005 City Council supported the staff recommendation to split this parcel and sell it as three single-family residential lots.

The parcels were put out to bid in November 2005. Five bids were received but were notably less than what the City expected and were rejected. The lots were then marketed to inquiring developers and individuals (which was past practice after the bid process failed to yield acceptable results) and on April 11, 2006 an Offer To Purchase was received for \$144,000 for all three parcels.

At that time the City Assessor estimated the value of each lot at \$50,000, not including the special development costs associated with the Dundee lots. These lots have higher than average development costs because they used to be part of the retention basin: Engineered foundations are required to achieve proper soil bearing capacity, one parcel has a pump station piping that must be removed prior to development, and there are no existing sanitary sewer leads so the owner will be required to tap the existing 15' deep, 12" sanitary sewer across the street.

City Council accepted the Offer to Purchase in May 2006. However, the purchaser was unable to close and the city terminated the agreement in January 2007. One of the reasons the purchaser failed to close was because the development costs were far more than originally anticipated.

In March 2016 the City Assessor valued these lots at \$137,000 and city staff estimated the special development costs at \$60,000, so a bid of \$77,000 would be considered reasonable. In April 2016 bids were again solicited for the Dundee parcels with bids due on May 10, 2016. One bid was received for \$81,000 (\$27,000 per lot) from Sam Palazzolo at Palazzolo Family, LLC.

This is a reasonable bid and Sam Palazzolo is a reputable builder that has worked in the city of Sterling Heights for many years.

It is recommended that the bid be awarded to Palazzolo Family, LLC in the amount of \$81,000.

###

**CITY OF STERLING HEIGHTS
BID TABULATION - MAY 10, 2016**

ITB-SH16-025: SALE OF SURPLUS CITY PROPERTY

<u>Vendor</u>	<u>Total</u>	<u>5% Bid Deposit</u>
Palazzolo Family, LLC	\$81,000.00	\$4,050.00

EXHIBIT "C"

OFFER TO PURCHASE

THIS OFFER TO PURCHASE ("Agreement") made effective this 9 day of May, 2016, by and between the **CITY OF STERLING HEIGHTS**, a Michigan municipal corporation, whose address is 40555 Utica Road, Sterling Heights, Michigan 48313 ("City") and Palazzo Family, LLC whose address is 3737 Cherry Creek Ln., Sterling Heights Michigan 48314 ("Purchaser").

RECITALS

1. City is the owner of certain parcels of property located north of Metropolitan Parkway and east of Dequindre Road in the City of Sterling Heights, Michigan, which are commonly known as 37504, 38520 & 37536 Dundee Street and referred to in this Agreement as the "Property."
2. Purchaser desires to purchase from City and City desires to sell to Purchaser the Property as described in Paragraph 1 and Exhibit "A" of this Agreement, subject to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, City and Purchaser agree as follows:

1. Sale of Property. City agrees to sell to Purchaser and Purchaser agrees to purchase from City, the Property commonly known as 37504, 38520 & 37536 Dundee Street, Sterling Heights, Macomb County, Michigan, as more particularly described on attached Exhibit A, together with: (a) any existing improvements, rights, privileges, and easements benefiting the Property not specifically excluded (b) all rights of ingress and egress to and from all roads, streets or rights-of-way adjacent to the Property; (c) non-exclusive rights to utility capacities servicing the Property; and (d) all mineral, gas and other rights to air, surface and subsurface natural resources of any kind whatsoever, in, on, or about the Property, subject to any easements and building and use restrictions of record, and any permitted exceptions disclosed upon the Title Commitment obtained pursuant to Paragraph 5, upon the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be Eighty-one Thousand and 00/100 (\$81,000.00) Dollars ("Purchase Price"). Twenty-seven Thousand 27,000.00 each lot

3. Terms of Payment. Purchase Price shall be paid by Purchaser to City as follows:

3.1 Deposit. Purchaser has made an earnest money deposit of \$ 4050.00 ("the Deposit") at the time this offer was made equal to 5% of the Purchase Price, which shall be held by the City until the City Council accepts the offer of the successful offeror. If Purchaser's offer is not accepted, the Deposit shall be returned to the Purchaser. If Purchaser's offer is accepted by the City with or without changes, the deposit shall be deposited with the title company ("Title Company") in an interest bearing account to be held or disbursed in accordance with the terms the accepted offer (the "Agreement"). The interest shall be for the benefit of Purchaser, unless Purchaser defaults, in which case it shall be forfeited to the City with the deposit. If the sale is consummated, the deposit shall be applied toward the Purchase Price due, with interest credited or paid to the Purchaser separately.

3.2 Balance of Purchase Price. The entire unpaid balance of the Purchase Price shall be paid by Purchaser to City at Closing in cash, certified funds or by wire transfer.

4. Taxes and Assessments. Any real and personal property taxes imposed upon the City's interest in the Property which are payable and a lien upon the Property as of the date of this Agreement, shall be paid by the City at or before the Closing.

5. Title Insurance.

5.1 Evidence of Title and Title Examination. As evidence of title, City, at City's expense, shall furnish to Purchaser as soon as possible a commitment for title insurance issued by the Title Company in an amount not less than the Purchase Price and bearing a date later than the effective date of this Agreement, with the owner's policy certified to Purchaser, provided, however, that Purchaser shall not have the right to object to the title of the Property on the basis of any Permitted Exceptions as defined below. City shall not be required to pay any additional premium that the Title Company may charge for the issuance of a policy without standard exceptions or the cost of any survey.

5.2 Objections. Purchaser shall have fifteen (15) days after receiving the commitment for title insurance to notify City, in writing, indicating in reasonable detail and specifying the nature of the defects claimed with respect to any objections to the marketable fee simple title to the Property as reflected in said title commitment provided, however, that Purchaser shall not have the right to object to the Title of the Property on the basis of any Permitted Exceptions. Permitted Exceptions shall include easements and building and use restrictions of record, and liens arising from taxes not yet due and payable, and the rights of the public or any governmental agency in any part of the Property used, deeded or taken for road purposes. If Purchaser makes an objection to title in the manner and time as specified, City shall have thirty (30) days from the date of such written notice to do the following: (a) to fulfill the requirements in the commitment or to remedy the title defects; (b) obtain title insurance insuring over the defects; or (c) to refund the deposit in full termination of this Agreement. If City complies with the requirements or remedies the defects within the time specified, as evidenced by

written notification, a revised commitment, or an endorsement to the commitment, the Purchaser agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or an endorsement to the commitment, subject to satisfaction of any other contingency in this Agreement. If no written objection is stated within the time specified, Purchaser shall be deemed to have waived any title objections and to accept the title to the Property under this Agreement pursuant to the title commitment.

5.3 Failure to Cure. If City is unable to furnish satisfactory title within the time specified, or if City elects not to cure the defect, the deposit shall be immediately refunded in full termination of this Agreement, unless Purchaser, at Purchaser's option, elects to proceed with the sale, accepting whatever title the City is able to convey.

6. Conditions Precedent to Closing by Purchaser. The obligations of Purchaser under this Agreement are subject to and contingent upon the following conditions being satisfied to Purchaser's reasonable satisfaction, or unless waived by Purchaser:

6.1. Satisfaction with Property Condition after Investigation.

6.1.1 For a period of ninety (90) days after the effective date of this Agreement (hereinafter the "Due Diligence Period"), Purchaser shall have the right to enter upon, access and/or evaluate the Property for all purposes relative to Purchaser's environmental inspection, preliminary site planning, engineering, zoning, and for any other physical, legal, or other inspection or evaluation whatsoever of the Property, or for any other purpose related to the Property at Purchaser's sole cost, including, but not limited to, any and all matters related to any future use of the Property by Purchaser. Such activities shall include, but not be limited to all environmental testing, topographical surveys, wetland studies, soil borings and testings of such other ecological environmental engineering and other testing as Purchaser deems appropriate.

6.1.2 If Purchaser has substantial cause to be dissatisfied with the results of any examinations, tests, surveys and any other studies conducted in connection with this Agreement, Purchaser may terminate this Agreement by providing City with written notice detailing the substantial causes of dissatisfaction prior to the expiration of the Due Diligence Period. Purchaser shall not disclose any results of its due diligence investigation to persons other than employees or agents of Purchaser, who agree to hold as the informant confidential and not to disclose same without City's prior written approval unless required by law. If Purchaser duly notifies City of such dissatisfaction, City shall have the option of curing the objection(s), or declaring this Agreement null and void and returning the Deposit to Purchaser in full termination of this Agreement. If Purchaser fails to provide such written notice within the time specified, Purchaser will be deemed to have waived these conditions and conclusively presumed to have accepted the condition of the Property in an "AS IS" condition.

6.1.3 All testing, investigation, or assessment, shall be at Purchaser's sole expense.

6.1.4 Prior to Purchaser entering onto the Property to inspect the same, Purchaser shall furnish to City, a certificate or other proof of insurance evidencing current and enforceable general liability insurance covering the City with policy limits in the amount of at least One Million (\$1,000,000.00) Dollars with a carrier acceptable to City naming City as an additional named insured party. Purchaser shall maintain said insurance during the entire Due Diligence Period.

6.1.5 Purchaser hereby agrees to indemnify, defend and hold City harmless from and against any and all losses, damages, costs, expenses, liability or suits arising out of or related in any way to Purchaser's entry upon the Property and its actions or inactions, in connection with conducting any tests or studies thereon which indemnification shall not be satisfied by meeting the insurance requirement set forth above, and which indemnity shall survive the Closing.

6.1.6 Purchaser, at its sole expense, agrees to restore all areas of the Property disturbed by such testing to the same condition that existed prior to the testing.

6.2 **Return of Deposit.** If Purchaser notifies City in writing of its dissatisfaction with the condition of the Property, this Agreement shall be null and void, and the Deposit shall be forthwith refunded.

7. **Environmental Site Assessment.**

7.1. **Environmental Site Assessment.** During the Due Diligence Period, Purchaser and Purchaser's agents, contractors and representatives shall be entitled, but not obligated, to enter upon the Property for the purpose of conducting, at Purchaser's sole expense, a Phase I and/or a Phase II Environmental Site Assessment, including follow-up work as desired and a Baseline Environmental Assessment, if desired (hereinafter singularly or collectively referred to as "Environmental Site Assessment," conducted by an environmental consultant acceptable to Purchaser. Such Environmental Site Assessment may include, without limitation, intrusive testing and sampling of the soils, subsurface soils, water, groundwater and building materials, and other testing of the Property as may be necessary. Prior to undertaking such Environmental Site Assessment, Purchaser shall furnish to City the insurance referred to in Paragraph 6.1.4 above. In addition, Purchaser agrees to restore all areas of the Property disturbed by such testing to the same condition as existed prior to such testing.

7.2. **Environmental Objections.** Purchaser shall promptly examine the results of the Environmental Site Assessment. Purchaser shall notify City in a confidential writing during the Due Diligence Period if Purchaser is dissatisfied with the results of the Environmental Site Assessment. If the results of the Environmental Site Assessment indicate the presence of any recognized environmental condition(s), any contamination of the Property or any other environmental condition which constitutes a potential environmental problem in the opinion of a qualified environmental expert, Purchaser shall then have the option, on or before the expiration of the Due Diligence Period, to terminate this Agreement and be refunded the Deposit. The results shall be subject to the disclosure restrictions set forth in Paragraph 6.1.2.

7.3. **Cooperation.** City shall cooperate with any reasonable requests of Purchaser, including the execution of any necessary and required documents, both before and after Closing, in connection with the Environmental Site Assessment and the cure of any environmental condition disclosed in any Environment Site Assessment if Purchaser elects to close notwithstanding the existence of any such environmental condition(s). Notwithstanding anything to the contrary stated in this Agreement, City shall not be obligated to pay for or cure any such environmental condition(s).

8. **Conditions Precedent to Closing by City.** The obligations of City under this Agreement are subject to and contingent upon:

8.1 **Approval by City Council.** Approval of this sale of the City and of the terms and conditions of this Agreement by the Sterling Heights City Council ("City Council") within forty-five (45) days of the effective date of this offer. In the event that the above contingency is not satisfied by City, then this Agreement shall be null and void, and Purchaser's Deposit shall be forthwith refunded, with accrued interest.

9. **Representations and Warranties.**

9.1 **City's Representations and Warranties.** City makes the following representations, warranties and disclosures to Purchaser:

9.1.1 City has good marketable title to the Property, subject to the Permitted Exceptions.

9.1.2 Subject to approval by City Council, City has full power and authority under the terms of its Charter and governing statutes to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof.

9.1.3 City will not knowingly cause, suffer, or permit waste, depletion or any adverse change in the physical condition of any part of the Property to occur prior to Closing.

9.1.4 City is not a foreign 'person' as defined in Section 1445 of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder.

If Purchaser elects to proceed with the closing of the Property, after having an opportunity to examine the Property during the Due Diligence Period, Purchaser acknowledges that Purchaser shall be purchasing and shall accept the Property in an "AS IS WHERE IS" condition, except as otherwise provided in the representations and warranties contained in this Agreement and the Warranty Deed given pursuant to this Agreement:

10. **Closing.**

10.1 **Closing Date.** If the sale of the Property and the terms of this Agreement are approved by the City Council, City and Purchaser agree to complete the sale of the City within thirty (30) days from the expiration of the Due Diligence Period, unless mutually extended by Purchaser and City in writing (the "Closing").

10.2. City's Obligations. At the Closing, City shall:

10.2.1 Execute and deliver to Purchaser a good and sufficient Warranty Deed conveying good and marketable title of the Property to Purchaser, subject to the Permitted Exceptions.

10.2.2 Provide a resolution or other written evidence of City's governing body authorizing this Agreement and sale of the Property.

10.2.3 Cause the premiums due and payable to the Title Company for the issuance of the title insurance policy to be paid.

10.2.4 Pay any Property transfer taxes imposed upon City attributable to the sale of Property, if any.

10.2.5 Execute and deliver to Purchaser a copy of a Closing Statement showing the computation of the funds payable to City pursuant to this Agreement.

10.2.6 Execute and deliver to Purchaser any agreements, documents and instruments and to take such other actions as may be reasonably requested by the other party or Title Company to carry out the provisions and intent of this Agreement.

10.3 Purchaser's Obligations. At the Closing, Purchaser shall:

10.3.1 Pay the Purchase Price to City in accordance with the terms and conditions of this Agreement.

10.3.2 Execute and deliver to City a copy of a Closing Statement showing the computation of the funds payable to City pursuant to this Agreement.

10.3.3 Execute and deliver an executed Property Transfer Affidavit.

10.3.4 Execute and deliver to City any other agreements, documents and instruments and to take such other actions as may be reasonably requested by the other party or Title Company to carry out the provisions and intent of this Agreement.

11. Access to Property. Upon City's acceptance of this Agreement, and until Closing, Purchaser, its agents and representatives, shall have reasonable access to the Property, subject to the provisions set forth in Paragraph 6.

12. Condemnation Prior to Closing. If, after the execution of this Agreement and prior to Closing, the Property shall be subject to a total taking, by eminent domain, inverse condemnation or otherwise, or in the event that a portion of the Property shall be subjected to such taking, which portion shall make the Property unusable for Purchaser's intended use, Purchaser may at its sole option either: (a) rescind this Agreement, in which event Purchaser shall be entitled to the immediate refund of the entire Deposit and the parties shall be relieved of all obligations under this Agreement; or (b) elect to proceed to Closing, in which event Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive the

proceeds attributable to the Property to the extent of its interest. City and Purchaser each agree to promptly forward to the other any notice of intent received to a taking of all or a portion of the Property.

13. **Land Division Rights.** The Warranty Deed shall contain the following language:

Grantor grants to the grantee the rights to make _____ divisions under Section 108 of the Land Division Act, Act #288 of the Public Acts of 1967.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the MI Right to Farm Act.

The Property shall be conveyed subject to any easements and building and use restrictions of record, the taxes which constitute a lien but which are not due and payable, to the rights of the public and any governmental agency and any part of the property used taken or deeded for road purposes.

14. **City's Default.** In the event of any default by City, Purchaser shall have the right to terminate this Agreement upon 30 days written notice to the City if City fails to cure the default, and to receive an immediate refund of the Deposit with accrued interest, or to specifically enforce City's obligations under this Agreement, provided however, that it shall not be a default of City if it is unable to cure an objection to title made by Purchaser.

15. **Purchaser's Default.** In the event of any default by Purchaser, City shall have the right to terminate this Agreement by written notice to Purchaser and shall be entitled to retain the Deposit as liquidated damages or to specifically enforce Purchaser's obligations under this Agreement.

16. **Notices.** Any notice, request, demand, consent, approval or other communication given hereunder or under any of the instruments or documents referred to or contemplated hereby or in connection herewith (hereinafter "Notice") shall be in writing; and shall be personally delivered or sent by registered or certified mail, return receipt requested, with postage and fees prepaid addressed to the parties hereto to receive such notice at its respective addresses set forth below. Any party may by notice given as aforesaid, change its address for any subsequent notice. Any notice delivered by either party under this paragraph shall be effective on the earlier of the date of actual delivery or three (3) business days after mailing. Any notice by either party shall be sufficient if signed on behalf of said party by any partner or officer thereof.

If to Purchaser:

Sam Palardo
3737 Cherry Creek
Sterling Heights MI 48314

If to City:

City of Sterling Heights
40555 Utica Road
Sterling Heights, Michigan 48313

Attn: Denice A. Gerstenberg

with a copy to: Clark A. Andrews, Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Ste. 350
Sterling Heights, MI 48313

17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

18. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law but to the extent any provision is invalid or prohibited under applicable law such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.

19. **Assignability; Binding Upon Parties.** Purchaser shall not be permitted to assign this Agreement or any of its rights, title or interest in this Agreement without the prior written consent of City. This Agreement shall be binding upon the parties and their respective heirs, administrators, personal representatives, successors and assigns.

20. **Brokerage Commissions.** City and Purchaser represent and warrant to each other that they have not used or employed the services of any property brokers, sales agents or finders in connection with the sale and purchase of this City. City and Purchaser agree to indemnify, defend and hold each other harmless from and against any and all claims and liabilities that may arise with respect to any broker's commissions or finder fees that are asserted or may become due as a result of the purchase and sale of this Property.

21. **Entire Agreement.** This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter, and this Agreement may not be amended, waived, modified or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification, or discharge is sought.

City and Purchaser have executed and delivered this Agreement as of the day and year first written above.

WITNESS

Kathleen Cambridge

PURCHASER: Palazzo Family, LLC
3737 Cherry Creek Dr
Sterling Heights, MI 48314
[Signature]
By: Salvatore Palazzo
Its: member

CITY OF STERLING HEIGHTS, a
Michigan municipal corporation

By: Michael C. Taylor
Its: Mayor

And

By: Mark Carufel
Its: City Clerk



CITY OF Sterling Heights

InnovatingLiving

Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Road | P.O. Box 8009
Sterling Heights, MI | 48311-8009

City Council	
Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko
City Manager	Mark D. Vanderpool

TEL 586.446.CITY (2489) FAX 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

INVITATION TO BID

ITB-SH16-025

The City of Sterling Heights, Michigan is accepting sealed bids for the SALE OF SURPLUS CITY PROPERTY until TUESDAY, MAY 10, 2016 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 MONDAY, APRIL 25, 2016 at 10:00 A.M. in the City Hall Council Chambers, 40555 Utica Road, Sterling Heights, Michigan 48313.



 James Buhlinger
 Purchasing Manager

**Office of Purchasing
586-446-2740**

V. SPECIFICATIONS

PURCHASE OF THREE (3) RESIDENTIAL LOTS

37504 Dundee, 37520 Dundee, & 37536 Dundee
(SIDWELLS #10-19-307-035, -034, -033)

General

The City of Sterling Heights is accepting sealed bids for the sale of (3) three parcels zoned R-60, located in the "Winthrop Subdivision No. 2" in section 19.

These lots were created by filling an abandoned retention basin with uncontrolled fill material; no methodical soil compaction was performed. Future development may require engineered foundations to achieve proper soil bearing capacity.

Parcel 3 (37504 Dundee) includes an abandoned pump station with associated piping, manholes and concrete pavement from Dundee Street to the east property line. These facilities and pavement must be removed at purchaser expense prior to any development.

There is an existing concrete public access from Dundee Street to Holden Elementary that is not part of parcel 3 and will not be removed.

A 30 foot utility easement along the easterly 30 feet will be dedicated by purchaser to City at closing.

There are no existing sanitary sewer leads to service parcels 1, 2 or 3. The purchaser will be required to tap the existing 15' deep, 12" sanitary sewer located on the east side of Dundee Street.

The City reserves the right to accept or reject any or all offers.

The estimated water and sanitary sewer permit fees per residence are **\$2,073**.

VI. BID FORM

**PURCHASE OF THREE (3) RESIDENTIAL LOTS
37504 Dundee, 37520 Dundee, & 37536 Dundee
(SIDWELLS #10-19-307-035, -034, -033)**

The undersigned hereby declares that the specifications have been carefully examined for the **SALE OF SURPLUS CITY PROPERTY** set forth in this bid.

Total Bid for three (3) residential lots, minimum bid of \$60,000: \$ _____

Enclosed 5% Bid Deposit: \$ _____

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company (if applicable) _____

Contact Name _____

Address _____

City/State/Zip _____

Phone _____ Fax _____ Mobile _____

Email _____

Signature/Date _____

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

EXHIBIT "A"

LEGAL DESCRIPTIONS OF THREE (3) RESIDENTIAL LOTS 37504 Dundee, 37520 Dundee, & 37536 Dundee (SIDWELLS #10-19-307-035, -034, -033)

Property situated in the City of Sterling Heights, Macomb County, Michigan described as follows:

PARCEL 1 – 37536 Dundee

Part of the Southwest $\frac{1}{4}$ of Section 19, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan described as: POINT OF BEGINNING commencing at the Northeast corner of Outlot "A" "Winthrop Subdivision No. 2" as recorded in Liber 67, Pages 49 and 50 Macomb County Records, thence S.0°34'28"E. 24.26 feet; thence S.63°01'17"W. 285.57 feet; thence continuing along a curve to the left, radius 60.0 feet, arc length 38.75 feet, delta 37°01'38", chord bearing N. 13°19'37"W. 38.10 feet; thence N.0°37'05"W. 114.10 feet; thence N.89°25'32"E. 264.28 feet to the POINT OF BEGINNING. Containing 0.54 acres.

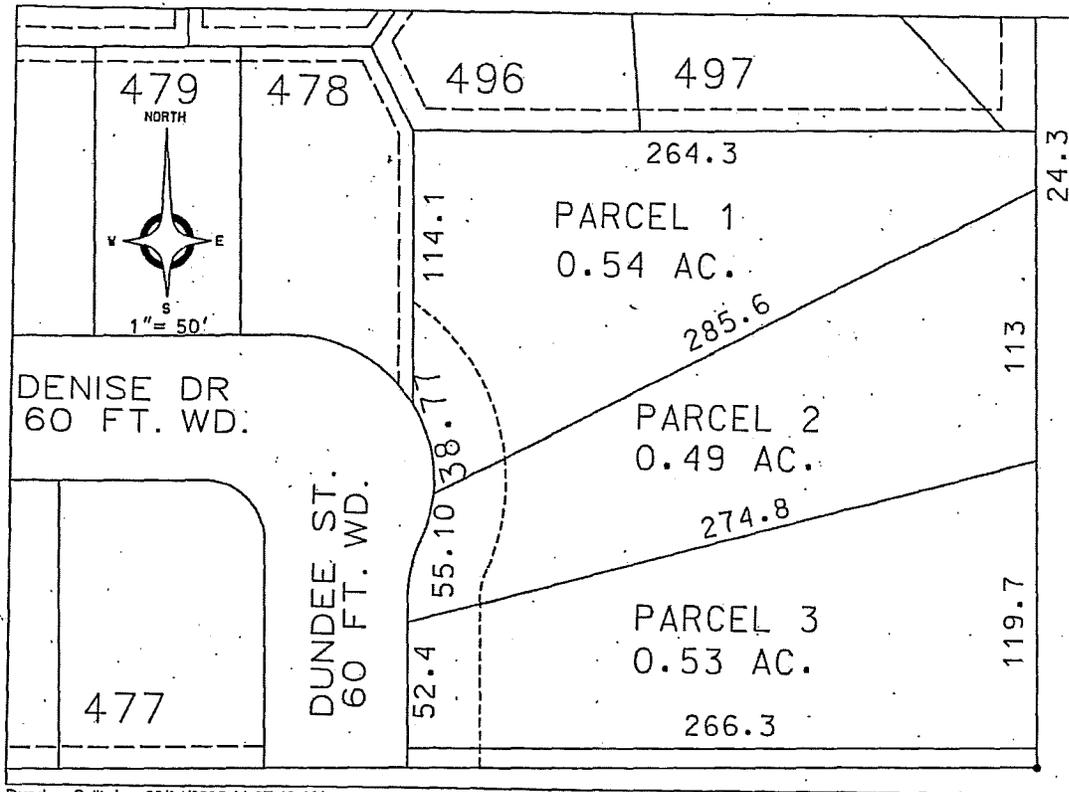
PARCEL 2 – 37520 Dundee

Part of the Southwest $\frac{1}{4}$ of Section 19, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan described as: Commencing at the Northeast corner of Outlot "A" "Winthrop Subdivision No. 2" as recorded in Liber 67, Pages 49 and 50 Macomb County Records; thence S.0°34'28"E. 24.26 feet to POINT OF BEGINNING thence N.0°37'08"W. 9.58 feet; thence continuing along a curve to the right, radius 60.0 feet, arc length 25.79 feet, delta 24°37'28", chord bearing N.11°41'38"E. 25.59 feet; thence continuing along a curve to the left, radius 60.0 feet, and length 19.71 feet, Delta 18°49'27", chord bearing N.14°35'55"E. 19.62 feet; thence N.63°01'17"E. 285.57 feet to the POINT OF BEGINNING. Containing 0.49 acres.

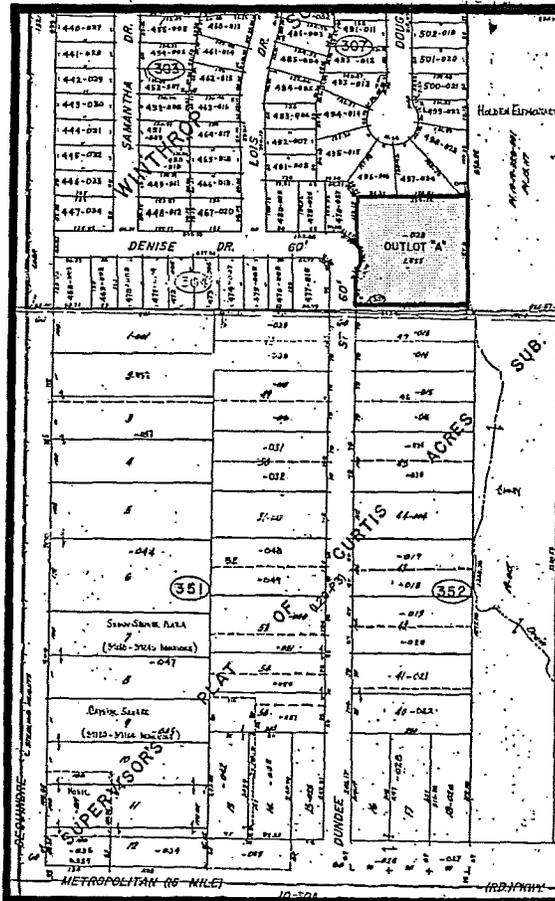
PARCEL 3 – 37504 Dundee

Part of the Southwest $\frac{1}{4}$ of Section 19, T.2N., R.12E., City of Sterling Heights, Macomb County, Michigan described as: Commencing at the Northeast corner of Outlot "A" "Winthrop Subdivision No. 2" as recorded in Liber 67, Pages 49 and 50 Macomb County Records; thence S.0°34'28"E. 137.26 feet to POINT OF BEGINNING; thence S.0°34'28"E. 119.73 feet; thence S.89°22'54"W. 266.31 feet; thence N.0°37'08"W. 52.42 feet; thence N.75°12'05"E. 274.77 feet to the POINT OF BEGINNING. Containing 0.53 acres.

EXHIBIT "B"



Dundee_Split.dgn 02/04/2005 11:27:40 AM





**Business of the City Council
Sterling Heights, Michigan**

City Clerk's Use
Item No: 4-F
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To set a public hearing date to consider the request by Ric-Man Construction, Inc. to establish an Industrial Development District (IDD) at 42600 R Mancini Drive.

Submitted By: Office of Assessing

Contact Person/Telephone: Dwayne McLachlan, City Assessor 586-446-2341

Administration (initial as applicable)

Attachments

<i>RC</i> City Clerk	—	Resolution	—	Minutes
<i>BS</i> Finance & Budget Director	—	Ordinance	—	Plan/Map
<i>MX</i> City Attorney (as to legal form)	—	Contract	—	Other
<i>WC</i> City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

On December 4, 2015, Ric-Man Construction, Inc., a Michigan corporation (Applicant), filed an application to establish an Industrial Development District (IDD) on real property commonly known as 42600 R Mancini Drive. Applicant plans on making a real property investment at this site in the amount of \$3,330,208 that will generate ten new jobs. In order for any new real property investment to be eligible for tax abatement under an Industrial Facilities Tax Exemption Certificate (IFEC), the subject property must be located within an existing IDD.

According to MCL 207.554 the legislative body of a local governmental unit may establish an IDD on one or more parcels of land upon a written request filed with the Clerk of the governmental unit by the property owner. Before establishing an IDD, the legislative body shall give notice to the property owner and hold a public hearing at which the property owner, other residents and/or taxpayers shall have a right to appear and be heard.

In preparation of the July 5, 2016 public hearing required under MCL 207.554 the City Assessor will provide the City Council with a detailed staff report, including a recommendation regarding the creation of the IDD.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to set a public hearing date of July 5, 2016 at 7:30 p.m. regarding the application by Ric-Man Construction, Inc. to establish an Industrial Development District (IDD) at 42600 R Mancini Drive.



Application to Establish an Industrial Development District

2015
-11-19 P 1:11
RECEIVED
CITY CLERK

APPLICATION INFORMATION

APPLICATION FEE: \$1,000.00
APPLICANT NAME: RIC-MAN CONSTRUCTION INC
APPLICANT ADDRESS: 6850 NINETEEN MILE RD
STERLING HEIGHTS, MI 48314
APPLICANT CONTACT: EDWARD A. MANCINI
CONTACT PHONE NUMBER: 526 625-1000
CONTACT EMAIL ADDRESS: EMANCINI@RIC-MAN.COM

PROPERTY INFORMATION

PROPERTY OWNER(S): MANCINI ENTERPRISES LLC
PROPERTY ADDRESS: 42600 R MANCINI DR.
PROPERTY ID NUMBER: 10-09-251-008-000
LEGAL DESCRIPTION: Attach to Application

PROJECT INFORMATION

PROJECT DESCRIPTION: NEW RIC-MAN CONSTRUCTION
HEADQUARTERS
REAL PROPERTY COSTS: \$ 2,750,000.00
PERSONAL PTY COSTS: 500,000.00
TOTAL PROPERTY COSTS: \$ 3,250,000.00
PROJECT STARTING DATE: 9/17/2015
JOBS TO BE CREATED: 10

CERTIFICATION

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

PRINT NAME: EDWARD A. MANCINI
TITLE: VICE PRESIDENT
SIGNATURE: [Signature]
DATE: NOVEMBER 19, 2015

Unit 8 of the Ledds Enterprises Industrial Park, according to the plat thereof as recorded in Liber 15253, Page 580, Macomb County Records more commonly known as 42600 R Mancini Drive, Sterling Heights, Michigan 48314



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use
Item No: 4-6
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To set a public hearing date to consider the request by SDE Mancini Holdings, LLC to establish an Industrial Development District (IDD) at vacant land located on Mound Road and 18 1/2 Mile Road

Submitted By: Office of Assessing

Contact Person/Telephone: Dwayne McLachlan, City Assessor 586-446-2341

Administration (initial as applicable)

Attachments

<i>MC</i> City Clerk	___	Resolution	___	Minutes
<i>AB</i> Finance & Budget Director	___	Ordinance	___	Plan/Map
<i>WK</i> City Attorney (as to legal form)	___	Contract	___	Other
<i>WS</i> City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

On December 4, 2015, SDE Mancini Holdings LLC, a Michigan limited liability company (Applicant), filed an application to establish an Industrial Development District (IDD) on vacant real property situated on Mound Road and 18 1/2 Mile Road. Applicant plans on constructing a speculative manufacturing building on the vacant property in the future. In order for any new real property investment to be eligible for tax abatement under an Industrial Facilities Tax Exemption Certificate (IFEC), the subject property must be located within an existing IDD.

According to MCL 207.554 the legislative body of a local governmental unit may establish an IDD on one or more parcels of land upon a written request filed with the Clerk of the governmental unit by the property owner. Before establishing an IDD, the legislative body shall give notice to the property owner and hold a public hearing at which the property owner, other residents and/or taxpayers shall have a right to appear and be heard.

In preparation of the July 5, 2016 public hearing required under MCL 207.554 the City Assessor will provide the City Council with a detailed staff report, including a recommendation regarding the creation of the IDD.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to set a public hearing date of July 5, 2016 at 7:30 p.m. regarding the application by SDE Mancini Holdings, LLC to establish an Industrial Development District (IDD) on vacant property situate on Mound Road and at 18 1/2 Mile Road.



Application to Establish an Industrial Development District

APPLICATION INFORMATION

APPLICATION FEE: \$1,000.00
 APPLICANT NAME: SIDE MANCINI HOLDINGS LLC
 APPLICANT ADDRESS: 6850 NINETEEN MILE
 APPLICANT CONTACT: EDDIE MANCINI
 CONTACT PHONE NUMBER: 810 459-0507
 CONTACT EMAIL ADDRESS: EMANCINI@RIC-MAN.COM

PROPERTY INFORMATION

PROPERTY OWNER(S): SIDE MANCINI HOLDINGS LLC
 PROPERTY ADDRESS: VACANT LAND MOUND + 18 1/2 MILE
 PROPERTY ID NUMBER: 10-09-300-003 10-09-300-020
10-09-300-003 10-09-300-045
 LEGAL DESCRIPTION: Attach to Application

PROJECT INFORMATION

PROJECT DESCRIPTION: LIGHT INDUSTRIAL PARK
 REAL PROPERTY COSTS: _____
 PERSONAL PTY COSTS: _____
 TOTAL PROPERTY COSTS: _____
 PROJECT STARTING DATE: SPRING, 2016
 JOBS TO BE CREATED: _____

CERTIFICATION

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

PRINT NAME: EDWARD A. MANCINI
 TITLE: MANAGING MEMBER
 SIGNATURE:
 DATE: NOVEMBER 19, 2015

SDE MANCINI HOLDINGS LLC

***6850 Nineteen Mile Road
Sterling Heights, MI 48314
586 739-5210 586 739-8290 fax***

May 17, 2016

Mr. Dwayne McLachlan
Office of Assessing
City of Sterling Heights
40555 Utica Road
Sterling Heights, MI 48313

RE: IFEC Application – Vacant Land, Mound Road & 18 12 Mile Road

Dear Mr. McLachlan:

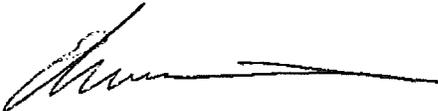
Please accept this letter as our notice that we are not proceeding with the IFEC application until we decide on a speculative building and have a Tenant. We will then proceed to apply with the correct application and fees. We do want you to proceed to establishment the Industrial Development District.

Please feel free to contact me should you need anything additional.

Thank you.

Sincerely,

SDE MANCINI HOLDINGS LLC



Edward A. Mancini
Managing Member

Via email jgeldhof@sterling-heights.net

Legal Description

That part of the Southwest quarter of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, which lies between the following described Southerly line of 18 ½ Mile Rd and the Easterly line of Mound Rd (as now surveyed in 2006) and the Southerly line of 18 ½ Mile Rd (as surveyed prior to September, 1977) as recorded in Liber 2848, Pg 25, Macomb County Register of Deeds, Macomb County, Michigan. EXCEPT that part lying Easterly of a line that is 50.00 feet West of (as measured at right angles and parallel to) the East line of the Northwest quarter of the Southwest quarter of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan. ALSO EXCEPT that part lying Southwest of the centerline of Plum Brook Drain.

There shall be no right of direct ingress or egress, to and from and between the lands herein described, over and across the following described limited access right of way line.

Subject to existing easements of record.

Contains 21.42 acres, more or less.

The Southerly line of 18 ½ Mile Rd and the Easterly line of Mound Rd (as now surveyed in 2006) is described as: Commencing at the Southwest corner of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan; thence N 2°52'50" W along the West line of said Section 9, also being the centerline of Mound Rd, a distance of 200.00 feet; thence N 87°07'10" E, 102.00 feet to the point of beginning on the East line of Mound Rd; thence N 2°52'50" W, 1507.62 feet; thence N 87°07'10" E, 18.00 feet to the point of ending of a free access right of way line and the point of beginning of a limited access right of way line (restricting all ingress and egress); thence N 2°52'50" W along said limited access right of way line, a distance of 483.04 feet to the point of curvature of a 770.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 836.62 feet (chord bearing N 55°55'58" E, chord distance 796.07 feet) to the point of tangency of said curve; thence N 87°03'33" E, 250.00 feet to the point of ending of a limited access right of way line and the point of beginning of a free access right of way line; thence continuing N 87°03'33" E, 1000.00 feet to a point of ending.

The Southerly line of 18 ½ Mile Rd (as surveyed prior to September, 1977) is described as: Beginning at a point on the North and South quarter line of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, which is S 01°44'23" E, 33.00 feet from the center of said Section 9; thence S 88°00'31" W, 785.00 feet; thence S 83°21'46" W, 146.38 feet; thence S 64°30'31" W, 151.97 feet; thence S 56°30'31" W, 273.29 feet; thence S 51°25'56" W, 400.81 feet; thence

S 41°21'20" W, 394.79 feet; thence S 32°10'44" W, 305.57 feet; thence S 22°14'27" W, 519.50 feet; thence S 16°21'20" W, 655.01 feet; thence S 11°08'42" W, 200.00 feet to a point of ending.

CMT 08/14/2006



Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 4-4
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To set a public hearing date to consider the request by Metro Industrial Properties, LLC to establish a Commercial Redevelopment District at 42373 and 42501 Van Dyke.

Submitted By: Office of Assessing

Contact Person/Telephone: Dwayne McLachlan, City Assessor 586-446-2341

Administration (initial as applicable)

Attachments

<i>MC</i> City Clerk	—	Resolution	—	Minutes
<i>AB</i> Finance & Budget Director	—	Ordinance	—	Plan/Map
<i>AK</i> City Attorney (as to legal form)	—	Contract	—	Other
<i>WFS</i> City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

On March 29, 2016, Metro Industrial Properties, LLC, a Michigan limited liability company (Applicant), filed an application to establish a Commercial Redevelopment District (CRD) on parcels of real property commonly known as 42373 and 42501 Van Dyke. Applicant has acquired the former Utica Transit Mix property and adjoining property with frontage on Van Dyke. Applicant is planning on investing \$1,920,000 in real and personal property for the redevelopment of these properties for the relocation of its Sterling Heights-based business. In order for this new investment to be eligible for tax abatement under a Commercial Facilities Exemption Certificate (CFEC), the subject property must be located within an existing CRD.

In accordance with MCL 207.655, the legislative body of a local governmental unit may establish a CRD on its own initiative or upon a request filed by the owner or owners of 75% of the SEV of the commercial property located within a proposed district. Before adopting a resolution establishing a CRD, the legislative body shall give written notice to the owner or owners of all real property within the proposed district and hold a public hearing where owner or owners and any other resident or taxpayer may appear and be heard.

In preparation of the July 5, 2016 public hearing required under MCL 207.655, the City Assessor will provide the City Council with a detailed staff report, including a recommendation regarding the creation of the CRD.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to set a public hearing date of July 5, 2016 at 7:30 p.m. regarding the application by Metro Industrial Properties, LLC to establish a Commercial Redevelopment District (CRD) at 42373 and 42501 Van Dyke.

Application to Establish a Commercial Development District

APPLICATION INFORMATION

APPLICATION FEE: \$1,000.00
APPLICANT NAME: Metro Industrial Properties LLC
APPLICANT ADDRESS: 5965 Wall St. Sterling Heights, MI 48314
APPLICANT CONTACT: Alexi Georges
CONTACT PHONE NUMBER: 800-423-9066 Ext 101, 104
CONTACT EMAIL ADDRESS: ageorges@metroparcel freight.com

PROPERTY INFORMATION

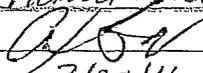
PROPERTY OWNER(S): Metro Industrial Properties LLC
PROPERTY ADDRESS: 42501, ~~42303~~ Vanduyke Sterling Heights, MI 48314
PROPERTY ID NUMBER: 10-09-200-048-000, 10-09-200-049-000
LEGAL DESCRIPTION: Attach to Application

PROJECT INFORMATION

PROJECT DESCRIPTION: New Logistics headquarters
and maintenance shop
REAL PROPERTY COSTS: 1,800,000
PERSONAL PTY COSTS: 120,000
TOTAL PROPERTY COSTS: 1,920,000
PROJECT STARTING DATE: Approx July 1/2016
JOBS TO BE CREATED: 1-10

Certification

I hereby certify, as an owner of the property for which this district is requested, that the foregoing is a true statement of this project, and this request for the establishment of a Commercial Development District is filed only in connection with a facility, the construction, acquisition, alteration, or installation which has not commenced as of the date below, which is submitted as required by Public Act 255 of 1978

PRINT NAME: Alexi Georges
TITLE: Member: Metro Industrial Properties
SIGNATURE: 
DATE: 3/28/16

2016 MAR 29 A 9:27
RECEIVED
CITY CLERK

METRO INDUSTRIAL PROPERTIES LLC

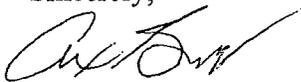
5965 Wall Sterling Heights, MI 48312 • (586) 939-8400 • Fax (586) 939-8401

Mr. Mark Carufel
City Clerk: Sterling Heights
40555 Utica Rd. PO Box 8009
Sterling Heights, MI 48311-8009

RE: Public Act 255 of 1978

We have read the requirements for the Commercial Redevelopment Act public Act 255 of 1978, and feel that we meet the requirements to qualify for this abatement. The proposed property is not an active or functioning business and hasn't been since 2008. The structures on the property will be demolished, and a new building will be built. The newly built building will provide for an economic improvement as well as a benefit to the community by improving an otherwise vacant property, increasing the current tax base and bringing new jobs to the area. The property is also located within an improvement zone designated by the City of Sterling Heights. We are writing this letter in order to get the process started, we have included the required application and fee. Please consider this request and notify us if we in fact qualify.

Sincerely,



Alexi Georges
Metro Industrial Properties LLC

RECEIVED
CITY CLERK
2016 MAR 29 A 9:27

SEAL

6
CC: J.G. ✓

MEMORANDUM OF LAND CONTRACT

This Memorandum of Land Contract, entered into on December 15, 2015

BY AND BETWEEN James L. Yearego and Leanne Yearego, husband and wife as to Parcel 1 and Lockwood Investment Company, a Michigan corporation as to Parcel 2,

whose address is 4980 Lockwood, Washington, MI 48094, hereinafter "Seller" and

Metro Industrial Properties, LLC, a Michigan limited liability company,

whose address is 5965 Wall, Sterling Heights, MI 48312, hereinafter "Buyer"

WITNESSETH:

Whereas, Buyer and Seller have entered into a Land Contract of even date herewith; and,

Whereas, the parties desire to give record notice of existence of said Land Contract.

Now Therefore, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated December 15, 2015, the following described premises situated in the City of Sterling Heights, County of Macomb, State of Michigan, to wit:

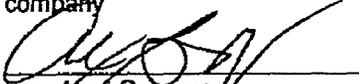
SEE EXHIBIT A

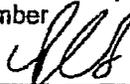
also known as Property Address: 42501 & 42373 Van Dyke, Sterling Heights, MI 48314
Parcel ID No. 10-09-200-048-000, 10-09-200-049-000

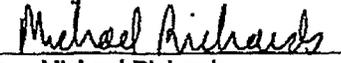
In Witness Whereof, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

BUYERS:

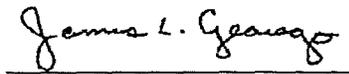
Metro Industrial Properties, LLC, a Michigan limited liability company


by: Alexi Georges
its: Member


by: Paul Georges
its: Member


by: Michael Richards
its: Member

SELLERS:


James L. Yearego


Leanne Yearego

When Recorded return to:
Metro Industrial Properties, LLC
5965 Wall
Sterling Heights, MI 48312

Send Subsequent Tax Bills To:
Buyer

Drafted By:
James L. Yearego
4980 Lockwood
Washington, MI 48094

3 50-15429263-GCM

Lockwood Investment Company, a Michigan corporation

James L. Yearego
by: James L. Yearego
its: President

State of Michigan)
)SS.
County of Macomb)

The foregoing instrument was acknowledged before me on 15 day of December, 2015 by Alexi Georges, Paul Georges and Michael Richards, Members of Metro Industrial Properties, LLC, a Michigan limited liability company.

GIACOMO GARRISI
Notary Public, Macomb County, MI
My Commission Expires: Apr. 27, 2020
Acting in the County of MACOMB

[Signature]
Notary Public: _____
Notary County: _____, State: _____
Commission Expires: _____
Acting In: _____

State of Michigan)
)SS.
County of Macomb)

The foregoing instrument was acknowledged before me on 15 day of December, 2015 by James L. Yearego, President of Lockwood Investment Company, a Michigan corporation.

GIACOMO GARRISI
Notary Public, Macomb County, MI
My Commission Expires: Apr. 27, 2020
Acting in the County of MACOMB

[Signature]
Notary Public: _____
Notary County: _____, State: _____
Commission Expires: _____
Acting In: _____

State of Michigan)
)SS.
County of Macomb)

The foregoing instrument was acknowledged before me on 15 day of December, 2015 by James L. Yearego and Leanne Yearego, husband and wife.

GIACOMO GARRISI
Notary Public, Macomb County, MI
My Commission Expires: Apr. 27, 2020
Acting in the County of MACOMB

[Signature]
Notary Public: _____
Notary County: _____, State: _____
Commission Expires: _____
Acting In: _____

EXHIBIT "A"

Land situated in the City of Sterling Heights, County of Macomb, State of Michigan

PARCEL 1:

Part of the Northeast 1/4 of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the East 1/4 corner of said Section 9; thence along the East line of said Section 9, North 01 degrees 57 minutes 00 seconds West, 1278.34 feet and South 87 degrees 52 minutes 43 seconds West, 60.00 feet to a point on the Westerly Right-of-Way line of Van Dyke Avenue (120 feet wide) and the point of beginning; thence along said Right-of-Way line South 01 degrees 57 minutes 00 seconds East, 100.00 feet; thence South 87 degrees 52 minutes 43 seconds West, 311.00 feet; thence South 01 degrees 57 minutes 00 seconds East 287.14 feet; thence South 87 degrees 52 minutes 43 seconds West, 328.42 feet to a point on the East line of "Yearego Industrial Park" Subdivision as recorded in Liber 85, Page 10 and 11, Macomb County Records; thence along said East line, North 02 degrees 01 minutes 07 seconds West, 171.10 feet; thence North 87 degrees 52 minutes 43 seconds East, 580.42 feet to the point of beginning.

PARCEL 2:

Part of the Northeast 1/4 of Section 9, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, being more particularly described as: Commencing at the East 1/4 corner of said Section 9; thence along the East line of said Section 9, North 01 degrees 57 minutes 00 seconds West, 891.13 feet and South 87 degrees 53 minutes 21 seconds West, 60.00 feet to a point on the Westerly Right-of-Way line of Van Dyke Avenue (120 feet wide) and the point of beginning; thence South 87 degrees 53 minutes 21 seconds West, 311.00 feet; thence North 01 degrees 57 minutes 00 seconds West, 287.14 feet; thence North 87 degrees 52 minutes 43 seconds East, 371.00 feet to a point on said East line of Section 9; thence along said East line, South 01 degrees 57 minutes 00 seconds East, 287.20 feet to the point of beginning.

Parcel Identification Nos.

10-09-200-048, as to Parcel 1

10-09-200-049, as to Parcel 2

Commonly Known As:

42501 Van Dyke, as to Parcel 1

42373 Van Dyke, as to Parcel 2



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use

Item No: 4-F

Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To receive the lawsuit, Angela Eljiza vs. City of Sterling Heights, Macomb County Circuit Court Case No. 16-1468-NO.

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager / 446-2421

Administration (initial as applicable)

Attachments

Table with 4 columns: Initial, Title, Attachment 1, Attachment 2. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager.

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary

The Office of the City Clerk is in receipt of the summons and complaint filed in connection with the above-referenced lawsuit. A privileged and confidential attorney-client communication regarding this lawsuit has been provided to the City Council.

Because this is pending litigation against the City and based upon the advice of legal counsel, there will be no response to any question or comment regarding this case.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to receive the lawsuit, Eljizi vs. City of Sterling Heights, Macomb County Circuit Court Case No. 16-1468-NO.

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To purchase library books through the Suburban Library Cooperative for fiscal year 2016/2017 (Total expenditure of \$95,000).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

	City Clerk	—	Resolution	—	Minutes
	Finance & Budget Director	—	Ordinance	—	Plan/Map
	City Attorney (as to legal form)	—	Contract	—	Other
	City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- The City of Sterling Heights has been a member of the Suburban Library Cooperative (the Cooperative) since 1978. The City has purchased the majority of its library book collection using discount pricing negotiated by the Cooperative for the past thirty-seven years.
- The Cooperative has negotiated discounts up to 45.5% off vendor pricing for trade books and children's titles. The discounted pricing is then passed along to the Cooperative's members. Vendors include Baker & Taylor, Inc., Barnes & Noble, Brodart, Inc., Emery-Pratt, and Ingram. All vendors have agreed to waive postage and shipping charges for book purchases. Funding in the amount of \$95,000 is budgeted in the fiscal year 2016/2017 budget for the purchase of books through the Cooperative.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to purchase library books through the Suburban Library Cooperative, 44750 Delco Blvd., Sterling Heights, MI 48313, for fiscal year 2016/2017 in the amount of \$95,000.

CITY OF STERLING HEIGHTS
STAFF REPORT
June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The Suburban Library Cooperative (Cooperative) has negotiated pricing with Baker & Taylor, Inc., Barnes & Noble, Brodart, Inc., Emery-Pratt, and Ingram for discounts up to 45.5% depending on the vendor. The Library estimates that \$95,000 will be expended for book purchases from the Cooperative in fiscal year 2016/2017.

Funds for these books are available in Account 11779792 - 785000 (Library - Books).

STAFF ANALYSIS AND FINDINGS:

This method of procuring library books has proven to be very beneficial and cost effective for the City.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Suburban Library Cooperative.

44750 Delco Blvd.

Sterling Heights, MI 48313

Tammy Turgeon, Director

turgeont@libcoop.net



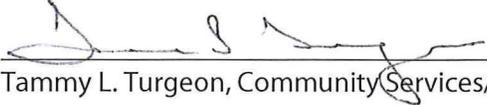
CITY OF
**Sterling
Heights**

InnovatingLiving

Interoffice Memorandum

Date: May 6, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Tammy L. Turgeon, Community Services/Library Director

Subject: Suburban Library Cooperative – Term Contract

I am requesting authorization to issue a term contract in the amount of \$95,000 to purchase books through the Suburban Library Cooperative.

Attached is a letter detailing the purchasing procedures, benefits, and discounts available through the Cooperative.

Thank you.



SuburbanLibraryCooperative

44750 Delco Blvd. Sterling Heights, Michigan 48313 • (586) 685-5750 • Fax: (586) 685-5750

May 6, 2016

Sterling Heights Public Library
40255 Dodge Park Road
Sterling Heights, MI 48313

The Sterling Heights Public Library, as a member of the Suburban Library Cooperative, has many benefits available to it. One of these benefits is the availability of special vendor discounts on purchases of library materials.

The Suburban Library Cooperative, in conjunction with the other 10 library cooperatives in the state of Michigan, have a contract with Baker & Taylor, Inc., Barnes & Noble, Brodart, Inc., Emery-Pratt, and Ingram for the following discounts on most items:

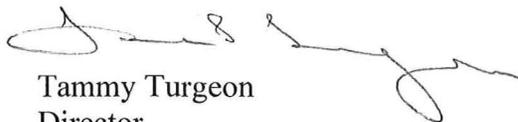
Baker & Taylor, Inc.	45.5% discount
Barnes & Noble	22% discount
Brodart, Inc.	45% discount
Emery-Pratt	42% discount
Ingram	42.5-44.5% discount

All of these vendors waive postage and shipping costs for our purchases.

To maintain this extremely favorable discount, the Suburban Library Cooperative will handle orders from its member libraries to these vendors and bill the local libraries for materials received.

Please call me if you have any questions.

Sincerely,


Tammy Turgeon
Director



Member Libraries:

Armada • Center Line • Chesterfield • Clinton-Macomb • Eastpointe • Fraser • Harper Woods • Harrison Twp
Lenox • Lois Wagner (Richmond) • MacDonald (New Baltimore) • Mount Clemens
Ray • Romeo • Roseville • St. Clair Shores • Shelby • Sterling Heights • Troy • Utica • Warren

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To purchase a 200' portable push camera system through an Oakland County cooperative bid (Total expense of \$11,933.02).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

	City Clerk	—	Resolution	—	Minutes
	Finance & Budget Director	—	Ordinance	—	Plan/Map
	City Attorney (as to legal form)	—	Contract	—	Other
	City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- The Department of Public Works (DPW) is responsible for the maintenance and repair of more than 430 miles of storm water and sanitary sewer lines within the City. Businesses and residents depend upon the operational integrity of this underground infrastructure. The DPW's Sewer Division responds to service requests on a daily basis and works toward resolving complaints involving the underground storm and sanitary sewer lines.
- The DPW is seeking approval for the purchase of a 200' portable push camera system for use by the DPW Sewer Division for inspecting and assessing storm and sanitary sewer underground infrastructure. This portable camera system will allow personnel from the Sewer Division to visually inspect and record the integrity of the sewer line from the inside. The proposed Cues MPlus+ camera system is very flexible and will allow access to smaller, lateral storm and sanitary sewer lines, which is vital to diagnosing a blockage or failure of the line. The MPlus+ system will also provide visual evidence that a repair has restored the integrity of the sewer line.
- Recommendation is being made to purchase a MPlus+ 200' portable push camera system from The Safety Company, LLC, an Ohio limited liability company d/b/a/ M Tech, at pricing available to the City through the Oakland County cooperative bid. The total cost is \$11,933.02.
- Funding for the purchase of this piece of equipment is included within the approved fiscal year 2015/2016 budget in the amount of \$13,000.
- Please see the attached Staff Report, departmental recommendation and supporting documentation for additional information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to purchase a Cues MPlus+ 200' portable push camera system from The Safety Company, LLC, d/b/a M Tech Company, 7401 First Place, Cleveland, OH 44146, through an Oakland County cooperative bid at a total expense of \$11,933.02.

CITY OF STERLING HEIGHTS
STAFF REPORT
June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The Department of Public Works (DPW) Sewer Division is charged with the maintenance, cleaning, and repair of over 430 miles of storm and sanitary sewers. To successfully discharge this responsibility, the Sewer Division needs an ability to visually inspect both main and lateral sanitary and sewer lines which are located underground. A push camera system affords visual access to inspect the integrity of this infrastructure and plan for repairs and verify their effectiveness.

Authorization is being requested to purchase a 200' portable push camera system at pricing available through an Oakland County cooperative bid.

The total expense for this purchase will be \$11,933.02 and will include the camera and operating software. The fiscal year 2015/2016 budget includes funding in the amount of \$13,000 in 59958552 (W&S Operations - Sewer Collection) 982000 (Machinery & Equipment).

STAFF ANALYSIS AND FINDINGS:

The DPW Sewer Division currently has two sewer cameras used on a daily basis when responding to service requests involving underground storm and sanitary sewer lines that are greater than 6" in diameter (main lines). These two cameras do not afford the DPW personnel with the ability to access and visually inspect storm and sanitary sewer lines of less than 6" in diameter (lateral lines). Because lateral lines are often the source of service requests due to failure or blockage, the only option is to excavate. A push camera with the flexibility to inspect lateral lines will enhance the Sewer Divisions effectiveness to visually inspect and assess issues on these lesser diameter lines.

DPW personnel organized on-site demonstrations of three models of push cameras available through different vendors. DPW personnel participated in the demonstrations and completed written evaluations for each camera system based on criteria that included four broad categories; Control Unit, Coiler, Camera and Locator. Each of these four categories included additional criteria as summarized on the attached evaluation overview.

As a result of this internal evaluation, the DPW is recommending purchase of the Cues MPlus+ portable lateral and mini-mainline push system camera from The Safety Company, LLC, an Ohio limited liability company d/b/a M Tech Company. This camera system is available for purchase at competitively bid pricing through an Oakland County cooperative bid.

The MPlus+ camera system manufactured by Cues includes:

- Control Unit: 8.4" industrial grade monitor
Operator interface w/controls for all camera functions
Video tilting w/predefined and customizable screens
Digital video recording, playback and screen shot images
USB port for transferring video and images
Quick bracket mount
Built-in Li-Ion battery w/advanced charging technology
Universal AC power input or 12 volt DC power source
- Stainless Steel Coiler: Heavy 18 gauge stainless steel construction
Adjustable height-handle for portability
Large 10" durable wheels for balance and stability
Quick-connect allows unit mounting w/3 axes adjustability
Adjustable coiler brake
Integral distance sensor
- 200' cable assembly: push cable w/durable Hytrel Jacket fiberglass rod
- MP+ Accessory Kit: Camera skids w/tool kit to adapt from use with 2" to 6" pipe
- High power mini camera: Small diameter solid state color camera
NTSC Standard /built in light ring
Light system for 2" to 12" pipe
Twelve solid state white LED's
Built in transmitter
- Options include: Guide ball 6-8"
Digital locator kit

The City has purchased equipment and supplies from M Tech in the past and has been extremely satisfied with its products and performance. Please see the attached memorandum from the DPW Operations Manager, and supporting documentation for additional information.

STAFF RECOMMENDATION:

Please see the suggested action on the Agenda Statement.

Notification List:

The Safety Company (dba M TECH Company)

7401 First Place

Cleveland, OH 44146

Bryan Cohen, General Manager

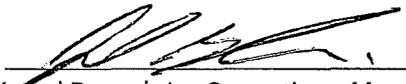
bcohen@mtechcompany.com



Interoffice Memorandum

Date: May 2, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – 200' Sewer Push Camera

The Department of Public Works has reviewed the specifications for a 200' sewer push camera system from three different vendors. The DPW will utilize this equipment during the daily operations in responding to service requests & resolving complaints in the storm and sanitary sewer systems. After researching and reviewing three models of camera systems, the DPW recommends purchasing the equipment through the Oakland County Cooperative Purchasing Program from:

MTech
7401 First Place
Cleveland, OH 44146

MTech offered the lowest cost camera system, meeting all the specifications required. The Department of Public Works has previously purchased equipment and vehicles from MTech through the Oakland County Cooperative Purchasing Program with great success. Mtech has provided quality products and service to the DPW for over four years.

MTech's Cues camera system was the only camera system to work on the same software platform that is currently utilized with the DPW's CCTV sewer inspection truck and will work seamlessly with it.

The Insight Vision Opticam camera system was the only push camera system offered by Source One Environmental and its capabilities did not compare with the other two camera systems. This camera system was lower in cost, but did not meet four important specifications:

- No internal battery.
- No internal memory for video recording.
- No capability to record screenshot images.
- Locator not included in price.

The total purchase price of this camera system is \$11,933.02 with the funds budgeted in the Sewer Collection – Equipment account #59958558-982000.

C: Michael Moore, Public Works Director
Jon Orzel, Sewer Division Supervisor

**City of Sterling Heights
200' Sewer Push Camera**

May 2, 2016

VENDOR'S NAME	Bell Equipment	MTech	Source One Environmental
Vendor's Address	78 Northpointe Drive Lake Orion, MI 48359	7401 First Place Cleveland, OH 44146	422 West Rising Street Davison, MI 48423
Existing Vendor	Yes	Yes	No
Equip Manufacturer	Envirosight	Cues	Insight Vision
Equip Model	VeriSight Pro	MP Plus+	Opticam
Demo Process	Demo on-site, specs provided, comparable quote provided	Demo on-site, specs provided, comparable quote provided	Demo on-site, specs provided, comparable quote provided
CONTROL UNIT			
Display	8" TFT color LCD screen	8.4" industrial grade LCD, sunlight viewable monitor with anti-reflective properties and LED backlighting	10.4" color LCD screen with gorilla glass
Interface	Sealed weather-proof touchpad controls for all camera functions, predefined and customizable screens. Digital counter, text writing and observation coding.	Sealed weather-proof touchpad controls for all camera functions, predefined and customizable screens. Digital counter, text writing and observation coding.	Sealed weather-proof touchpad controls for all camera functions, predefined screens. Digital counter, text writing and observation coding.
Software	Pro Pipe	Granite XP (CCTV Truck)	None
WiFi Connectivity	None	WiFi LAN	None
Battery	6 hour Lithoum Ion	4 hour Lithoum Ion	None
Additional Power Sources	Universal A/C power input & 12V D/C power input	Universal A/C power input & 12V D/C power input	Universal A/C power input & 12V D/C power input
Enclosure	Plastic weather-proof, with quick connect mount	Plastic weather-proof, with quick connect mount	Plastic weather-proof, with quick connect mount
Outputs	Video, USB, & SD	Video, Audio, 12V D/C, Counter, USB, & SD	USB
Video Features	Video Recording, Video Playback, & Screenshot images	Video Recording, Video Playback, & Screenshot images	Video Recording to USB & Video Playback
COILER			
Push Cable	200 ft fiberglass cable	200 ft with Hytrel jacket and fiberglass rod design	200 ft .475" OD fiberglass cable
Coiler	Powdercoated steel coiler with off- road wheels,brake, and integral distance sensor.	18 gauge stainless steel with 10" off- road wheels, brake, and integral distance sensor.	Painted steel coiler with 10" off-road wheels
CAMERA			
Camera	1.61" self-leveling color camera, (4) High intensity LEDs, 33kHz, 512 Hz, & 640Hz locating sonde	1.5" self-leveling color camera, (12) High intensity white LEDs, 512Hz locating sonde	1.3" self-leveling color camera, (4) High intensity LEDs, 512 Hz locating sonde
Pipe Inspection Capabilities	2"-12" diameter pipelines with (4) included skids	2"-12" diameter pipelines with included camera guide ball	2"-12" diameter pipelines with included skids
LOCATOR			
Locator	Prototech LF2200 Digital Locator Kit for use with 512Hz sonde	Rigid Navitrack Scout Digital Locator for use with 512Hz sonde	None
Push Camera Price	\$9,955.00	\$13,468.00	\$5,995.00
Locator Price	\$1,970.00	\$1,850.00	N/A
Software Price	\$2,018.00	Included	N/A
Less Discount		(\$3,384.98)	
Net Price	\$13,943.00	\$11,933.02	\$5,995.00

CONTRACT



**OAKLAND COUNTY
PURCHASING DIVISION**

Dispatch via Print

Executive Office Building 41 West
2100 Pontiac Lake Rd.
Lower Level
Waterford MI 48328-0462
Main Phone 248/858-0511
www.oakgov.com/purchasing/

The Safety Company LLC
Bryan Cohen
7401 First Place
Cleveland OH 44146

Contract ID 00000000000000000004011		Page 1 of 2	
Contract Dates 12/20/2013 to 12/31/2016		F.O.B. DEST	Terms NET 0
Buyer Edward Tucker	Phone 248/858-1064	Email tuckere@oakgov.com	
Description: WRC: VAC & CCTV Equip - COOP		Contract Maximum 424,000.00	

Vendor ID 0000017381
Phone: 440/646-0996 Bryan Cohen
Fax: 440/646-9953 bcohen@mtechcompany.com

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
1	000000000000033592	Vac Truck Equipment per price lists	70170000	AMT	1.00
2	000000000000033593	CCTV Equipment per price lists	70170000	AMT	1.00
3	000000000000033594	Misc Equipment per price lists	70170000	AMT	1.00

THIS IS A COOPERATIVE PURCHASING BLANKET ORDER.

Inasmuch as no specific quantities are indicated on this contract, there is no commitment involved by Oakland County other than for the payment of goods procured under the conditions of this contract.

Oakland County issues individual Purchase Orders on behalf of County Departments as authorization for items ordered from this contract. The individual Purchase Order numbers are to be used on all Invoices, Bills of Lading, Shipping Documents and all correspondence relating to the Purchase Order.

Itemized invoices must be submitted to the Oakland County Fiscal Services Division, Accounts Payable, 4th Floor, 2100 Pontiac Lake Rd., Waterford, MI 48328, unless otherwise stipulated, for subsequent checking as to price and content. Invoices not itemized may be returned for correction.

This contract is not to be used for the purchase of any equipment and or services not listed herein. Oakland County requires a 30 day written notice of all price changes. Oakland County reserves the right to take advantage of any special pricing programs available from the contract vendor or any other outside vendors offering the said special pricing programs to Oakland County during the term of this contract.

Oakland County reserves the right to cancel this contract if orders are not filled within the time and in accordance with the terms specified.

All shipments must be accompanied by Packing Slips and containers properly marked with requesting Department Name, Address, Contact Person and Purchase Order Number.

The prices indicated on this contract are not subject to change without written notification in advance.

No Charges will be allowed for boxing or packing unless stated on the Contract. Acceptance of this contract includes specifications, process, delivery and conditions included therein. Material is subject to inspection on our property. If rejected we agree to first advise vendor before returning goods. All freight and extra handling charges derived from said rejection shall be borne by the vendor. The acceptance of this contract does not in any way make the County of Oakland a party to any infringement or damage suits. Such suits to be borne by the vendor.

A Materials Safety Data Sheet shall accompany or precede all shipments of materials subject to the Michigan Hazard Communications Standard also known as the "Right to Know Law" and classified as hazardous by Michigan Compiled Laws, Act 154 of the Public Acts of 1974 as amended. All containers shall have approved warning labels in accordance with this law. Copies of all MSDS's are to be sent to the requesting department.

Pursuant to Act 167 of the Public Acts of 1933, the County of Oakland, a Michigan Constitutional Corporation, is exempt from the sales tax provisions of this Act. In addition, the Michigan Department of Treasury has promulgated General and Specific Sales and Use Tax Rules which provide that the County of Oakland is not required to have a sales tax exemption number (R205.79; Rule 29).

FOR REPORTING PURPOSES – COUNTY OF OAKLAND I.D. #38-6004876W.

2013/12/23 AEC
Blanket Contract Finalized

2014/06/19 cmc

Authorized Signature

CONTRACT



**OAKLAND COUNTY
PURCHASING DIVISION**

Dispatch via Print

Executive Office Building 41 West
2100 Pontiac Lake Rd.
Lower Level
Waterford MI 48328-0462
Main Phone 248/858-0511
www.oakgov.com/purchasing/

The Safety Company LLC
Bryan Cohen
7401 First Place
Cleveland OH 44146

Contract ID 000000000000000000004011		Page 2 of 2
Contract Dates 12/20/2013 to 12/31/2016		F.O.B. DEST
Buyer Edward Tucker		Phone 248/858-1064
Description: WRC: VAC & CCTV Equip - COOP		Email tuckere@oakgov.com
		Contract Maximum 424,000.00

Vendor ID 0000017381
Phone: 440/646-0996 Bryan Cohen
Fax: 440/646-9953 bcohen@mtechcompany.com

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
--------	-------------	------------------	-------------	----------	----------------

System Change A
Add \$420,000.00 to the contract Not to Exceed (NTE) amount. The contract NTE will change from \$4,000.00 to \$424,000.00

2015/09/10 CLA
CO 01
Revised pricing per State of Ohio Contract pricing.

Authorized Signature



Specifications for: Sterling Heights, MI
 Dealer: M TECH COMPANY

Oakland County Contract

Manufacturer	Model	Description	Price
CUES	MPlus+	Portable Lateral & Mini-Mainline Push System	\$13,200.00

MPlus+

- 1 **CONTROL UNIT WITH TEXT WRITING, OBSERVATION CODING, DIGITAL RECORDING AND INDUSTRIAL GRADE MONITOR IN AN INJECTION MOLDED ENCLOSURE TO INCLUDE:**
 - 1 8.4" industrial grade, optically bonded, sunlight viewable, monitor with anti-reflective properties and LED backlighting
 - 1 Operator Interface with controls for all camera functions
 - 1 Video Titling to include multiple predefined and customizable screens
 - 1 Digital video recording features video recording and playback and records screenshot picture images
 - 1 A USB port for transferring digital video and still images directly from the MPlus+ Control Unit to a PC
 - 1 Control Unit quick bracket mount for attaching to the coiler with hands free locking
 - 1 System Interface connector features Video, Audio, distance counter quadrature and 12VDC outputs and a Video input
 - 1 Built-in Li-Ion Battery with advanced charging technology for 4 hours of continuous use
 - 1 Universal AC power input 85-264 volt AC, 50/60 Hz, or 12 Volt DC Power Source

- 1 **STAINLESS STEEL COILER TO INCLUDE:**
 - 1 Heavy 18 gauge and corrosion resistance Stainless Steel construction
 - 1 Adjustable height handle for portability with cam locks and button stops
 - 1 Large 10" durable wheels for portability and a balanced footprint for stability
 - 1 Quick-Connect allows Control Unit mounting with 3 axes adjustability
 - 1 Adjustable coiler brake
 - 1 Integral distance sensor

- 1 **200' MINI SYSTEM BLUE PUSH CABLE ASSEMBLY**
 - 1 Push Cable with Durable Hytrel Jacket and Advanced Fiberglass Rod

- 1 **MP+ ACCESSORY KIT**

- 1 **HIGH POWER MINI CAMERA III W/BUILT-IN SONDE AUTO UPRIGHT**
 - 1 Small Diameter Solid State Color Camera (1.5" Diameter Maximum, 3.0" Length, Maximum)
 - 1 NTSC Standard with Built In Light ring to Include:
 - 1 Light System for 2" to 12" Pipe
 - 1 Twelve (12) Solid State White LED's (Minimum)
 - 1 Built In Transmitter, 512 Hz

Add on:

CUES	CM042	Guide Ball 6-8"	\$268.00
CUES	MS316	Digital Locator Kit for Use with Built-In Sonde	\$1,850.00

Total Base w/ Add on:	\$15,318.00
Less 11% Discount:	<\$1,684.98>
Additional Discount:	<\$1,700.00>
Total Price Before Options:	<u>\$11,933.02</u>

MPlus+

PORTABLE LATERAL & MINI-MAINLINE PUSH SYSTEM

The CUES MPlus+ offers the most flexible and feature packed lateral and mini-mainline push system on the market. The MPlus+ modular design combines easy operation with its refined All-In-One set up with the flexibility of facilitating quick removal of the control unit to be used separately for off road or remote jobsites or to accommodate compact storage. The advanced MPlus+ system stands out by integrating all of the most sought after features into an easy to use and intuitive package. This lightweight system is manufactured for rugged reliability and designed to handle rigorous field use. The MPlus+ is the most versatile push system available in the market today.

FEATURES & BENEFITS

- Full featured control unit offers Advanced Text Writing, Observation Coding, Digital Recording and more in a weather/water resistant enclosure.
- The large 8.4" industrial grade Optically Bonded monitor offers the clearest picture in adverse conditions.
- Multiple camera heads are available including self-leveling for 2" through 12" pipelines and an advanced Pan & Tilt camera head for 4" through 12" pipelines. Available with built-in sonde.
- Extensive Video Titling includes multiple predefined and customizable screens for job documentation. Customized screens and operator data are retained in memory for efficient operation.
- The Advanced Digital Recorder features recording and playback of video and screenshot picture images. The operation is fully integrated with easy to understand intuitive controls.
- Operate the MPlus+ anywhere with either 110 AC mains power, 12VDC power or the advanced internal Li-Ion battery delivering 4+ hours of use on a single charge.
- The standard and XL coilers will deliver years of service with their heavy gauge and corrosion resistant Stainless Steel construction.
- Push Cables incorporate durable Hytrel jackets and advanced fiberglass rods designed for longer pushes and extended life.
- Optional adapters are available for the MPlus+ to work with truck-mounted and portable mainline systems and asset management software.

CONTACT CUES TODAY FOR A DISCUSSION AND DEMONSTRATION!



Visit us at www.cuesinc.com, 800.327.7791, or salesinfo@cuesinc.com



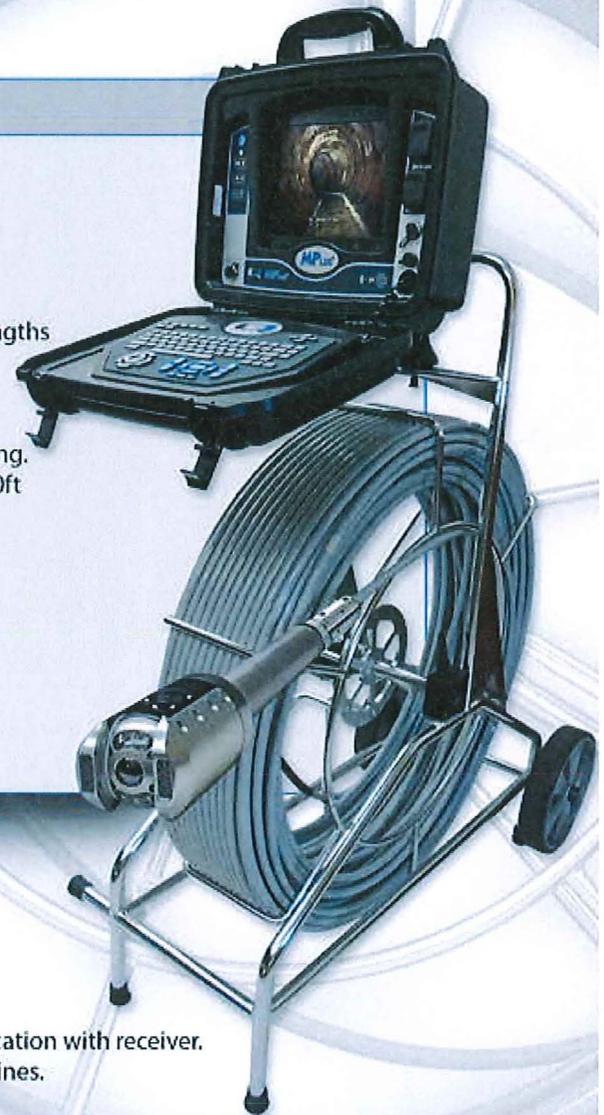


CONTROLLER

- 8.4" display mounted in a weather resistant Control Unit that features a quick connect mount for attaching to the coiler.
- Digital recorder with integrated controls featuring intuitive buttons for all recording and playback functions.
- System Interface connection offers flexibility for unique applications and includes video, audio, and 12VDC outputs and a video input.
- Quadrature footage output for optional asset management software.
- Internal Li-Ion Battery with Intellicharge technology offers 4+ hours of continuous use on a single charge. Also accepts AC and 12VDC power input.

COILER & CAMERA

- Two coiler configurations for Lateral & Mini-Mainline Push applications
 - Industry leading Push Cables with durable Hytel jackets.
 - Configurable for any installed push rod length.
 - On-Screen customizable distance counter.
 - Optional Line Trace post for 128Hz, 1kHz, 8Hz and 33kHz locating.
- Standard Configuration Lateral Coiler – 100, 200, 300 and 350ft push cable lengths available.
 - .444" optimized Push Cable (.197" fiberglass rod) for longer pushes
 - SR3 1½" diameter Self-Leveling Color Camera for 2"-12" pipelines. High resolution 450+lines, .3lux high sensitivity and high intensity variable lighting.
- XL Coiler Configuration for Mini-Mainline applications – 300, 350, 400 and 500ft push cable lengths available.
 - .517" rigid Push Cable (.236" fiberglass rod) for larger pipeline applications.
 - Configurations include standard SR3 Self-Leveling Color Camera and Pan & Tilt Camera Head.
- Pan & Tilt Camera for mainline or large pipe applications features continuous 360 deg rotation and pan.
 - All Pan & Tilt functionality fully integrated into systems Controller.
 - Built-in multi-frequency 512 Hz and 8kHz sonde transmitter.



OPTIONAL EQUIPMENT

- Wireless digital video for operation with a mainline truck or any other remote location with receiver.
- Locator/Receiver for accurate camera location in metallic and non-metallic pipelines.
- Mainline interface cable for operation with a CUES multi-conductor TV truck.
- A large array of skids and skates.
- Quadrature footage interface for external asset management software.
- Line tracing post for use with optional line transmitters.

Contact your CUES Sales Representative for a complete list!

"The Standard of the Industry"



AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To authorize the purchase of road salt at pricing available through a city of Farmington Hills' cooperative bid (Estimated expenditure of \$639,450).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

	City Clerk	___	Resolution	___	Minutes
	Finance & Budget Director	___	Ordinance	___	Plan/Map
	City Attorney (as to legal form)	___	Contract	___	Other
	City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- For the upcoming winter season of 2016/17, the Office of Purchasing and Department of Public Works is choosing to once again participate in the cooperative bid administered by the city of Farmington Hills as lead agency. The Farmington Hills' cooperative bid offers lower pricing for this commodity.
- Salt is purchased in the market in advance of the snow season and stored in the Salt Storage Building at the Department of Public Works facility at 7200 18 Mile Road. Based upon current inventories and analysis by the Department of Public Works, the City will need to purchase a total of approximately 10,500 tons of road salt for the 2016/2017 winter season.
- Recommendation is being made to purchase 10,500 tons of seasonal delivery salt for the 2016/2017 winter season. The city of Farmington Hills cooperative bid with Detroit Salt has been extended for the 2016/2017 season at unit pricing bid in 2015. As a cooperative bid, Sterling Heights can participate and make salt purchases as a Michigan Inter-governmental Trade Network member at competitively bid pricing.
- This cooperative bid continues to guarantee participants the availability of up to 130% of the committed tonnage; however, participants must agree to purchase at least 70% of their specified commitment. The City has flexibility to purchase as little as 7,350 tons or as much as 13,650 tons in the 2016/2017 season.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to purchase 10,500 tons of 'seasonal delivery' road salt at pricing available through the city of Farmington Hills' cooperative bid for the 2016/2017 winter season.

CITY OF STERLING HEIGHTS
STAFF REPORT
June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

Cooperative purchasing is an efficient way for governmental entities in Michigan to secure lower pricing for products and services by combining purchasing power to obtain volume discounts. Each year, there are cooperative bids issued for the purchase of road salt. Governmental agencies are invited to participate in these cooperative purchasing programs.

Road salt is priced according to delivery times. "Early fill" pricing is for road salt to be delivered pre-snow season when users are stocking up for the winter. "Late fill" or "Seasonal" pricing is for the road salt delivered during the snow season to replenish inventories. Under the city of Farmington Hills' cooperative bid, a participating public agency has the flexibility to purchase no less than 70% and no more than 130% of the TOTAL road salt commitment at the respective per ton bid pricing. This provides optimum flexibility on a larger tonnage.

The table presents the road salt purchasing history since 2009/10. Commitments are typically made before pricing is known.

Year	Early Delivery		Seasonal Delivery	
	Tons	Price	Tons	Price
2009/10	3,500	\$53.56	7,000	\$55.06
2010/11	0	N/A	3,500	\$52.22
2010/11	0	N/A	3,500	\$48.55
2011/12	0	N/A	3,500	\$53.59
2011/12	0	N/A	3,500	\$47.78
2012/13	0	N/A	3,500	\$47.78
2013/14	1,500	\$36.03	2,000	\$38.22
2013/14	0	N/A	3,500	\$47.78
2014/15	6,000	\$47.87	5,500	\$48.37
2015/16	6,000	\$58.40	5,500	\$58.90
2016/17	0	\$60.40	10,500	\$60.90

Funds for this purchase by the City are allocated in the fiscal year 2016/2017 budget in 22700700 (Major Road Fund) and 23700700 (Local Road Fund) 897000 (Snow and Ice Removal). These accounts include the total cost of snow removal, including the purchase of salt, labor and equipment costs. Based on these purchase commitments, it is estimated the City will expend \$639,450 for salt purchases for the 2016/2017 winter season.

STAFF ANALYSIS AND FINDINGS:

The Office of Purchasing and Department of Public Works conducted an analysis of actual road

salt usage for 2015/2016, average salt usage over recent years, as well as the beginning and ending salt inventory, to determine the road salt needs for the upcoming winter season.

The City's salt storage facility is currently full after the light snow season of 2015/2016. Additionally, the DPW was unable to take delivery on 1,000 tons of salt from Detroit Salt from last years' commitment. The 1,000 tons will be carried over for the upcoming 2016/2017 winter season. Based on this analysis of salt on hand, plus the carry-over of a 1,000 ton commitment from 2015/2016, it was determined that Sterling Heights will need to purchase a total of 10,500 tons of seasonal salt for the upcoming 2016/17 winter season. There is no current need for the City to purchase any early-fill salt at this time.

In April, 2015, Farmington Hills awarded a one-year cooperative bid to the Detroit Salt Company based on unit pricing bid. This bid award included an option for a second year at unit pricing bid. This option has been exercised and enables Sterling Heights to purchase salt at pricing competitively bid for the 2016/17 winter season.

Please see the attached recommendation from the DPW for additional information.

STAFF RECOMMENDATION:

Please see the recommended action on the accompanying agenda statement.

Notification list:

Detroit Salt Company, LLC

12841 Sanders Street

Detroit, MI 48217

E. Manos, President

sales@detroitsalt.com



Interoffice Memorandum

Date: May 6, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Commitment to Purchase Road Salt

The Department of Public Works requests to be included as a cooperative participant in the City of Farmington Hills' Rock Salt for Ice Control ITB. For the upcoming 2016/17 season, we commit to purchase 10,500 tons of salt. Our recommendation is to purchase all 10,500 tons of salt during the seasonal delivery option from Detroit Salt. The DPW salt barn is currently full, and the DPW will not be participating in the early delivery option.

With our commitment of 10,500 tons of salt, we are bound to purchase a minimum of 70% (7,350 tons) and have the option to purchase up to 130% (13,650 tons). At the cost of \$60.90/ton for seasonal delivery salt, we estimate purchasing \$639,450 of salt during the 2016/17 season.

Funds for this purchase are budgeted in the Major Road, Snow and Ice Removal account #22700700-897000 and Local Road, Snow and Ice Removal account #23700700-897000. These accounts consist of the total cost of snow removal, including the purchase of salt, labor, and equipment costs.

C: Michael Moore, Public Works Director
Ken Swartz, Streets Services Supervisor
Martin Sowa, General Supervisor

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
April 27, 2015

SUBJECT: AWARD OF COOPERATIVE BID FOR ROCK SALT

ADMINISTRATIVE SUMMARY

- Sealed bids were advertised, available on the MITN e-procurement system website, publicly opened and read aloud by the City of Farmington Hills on April 15, 2015 for sodium chloride (rock salt) used for ice/snow control during winter weather. Invitations to bid (ITB) were sent over 160 vendors with 3 responding.
- This bid is a cooperative contract administered by the City of Farmington Hills includes the cities of Auburn Hills, Berkley, Bloomfield, Township, Clawson, Eastpointe, Farmington Hills, Grosse Pointe Shores, Grosse Pointe Woods, Lathrup Village, Livonia, Oak Park, Orchard Lake, Riverview, Romulus, Rochester, Rochester Hills, Royal Oak, Roseville, Southfield, South Lyon, St. Clair Shores, Sterling Heights, Walled Lake, Warren, Westland, six Huron Clinton Metro Parks and Southfield Schools. The total cooperative tonnage is estimated at 85,650 of which 5,000 is for Farmington Hills. Cooperative bids have proven to be an effective way to reduce costs due to increased volume.
- Rock Salt continues to be a challenging commodity to procure. Pricing is dictated by fuel costs, weather conditions, supply/demand, previous seasons and weather predictions. Record use during the past 2 seasons has diminished much of the inventories and vendors are attempting to replenish their supply. DPW staff successfully managed our inventory and did not require using any of the 30% overage allowed under our contract this past season.
- The award is for a 1 year period with an optional 1 year renewal upon mutual consent of the City and Detroit Salt. Should staff feel the market conditions warrant rebidding, we will rebid the contract in spring 2016.
- Detroit Salt, the low bidder, has been a reliable partner for salt over the past several years. Even in difficult winters they have found a way to provide additional product to the City and cooperative members when required and afforded us the opportunity to carry over product from season to season.
- Funding for rock salt is budgeted in the Department of Public Services/DPW Major Road maintenance accounts.

BID TABULATION

		Oakland Cty			Macomb Cty			Wayne Cty		
		43,100			30,550			12,000		
2015/16 Season		Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)
Vendor	City/State	\$/Ton	\$/Ton		\$/Ton	\$/Ton		\$/Ton	\$/Ton	
Morton Salt	Chicago, IL	\$102.91	\$107.91	\$4,850,921.00	\$103.37	\$108.37	\$3,310,703.50	\$102.01	\$107.01	\$1,284,120.00
Compass Minerals America	Overland Park, KS	\$79.95	\$79.95	\$3,445,845.00	\$79.95	\$79.95	\$2,442,472.50	\$79.95	\$79.95	\$959,400.00
Detroit Salt	Detroit, MI	\$56.61	\$57.11	\$2,461,441.00	\$58.40	\$58.90	\$1,799,395.00	\$54.57	\$55.07	\$660,840.00
		Oakland Cty			Macomb Cty			Wayne Cty		
		43,100			30,550			12,000		
2016/17 Season(option)		Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)
Vendor	City/State	\$/Ton	\$/Ton		\$/Ton	\$/Ton		\$/Ton	\$/Ton	
Morton Salt	Chicago, IL	\$107.91	\$112.91	\$4,866,421.00	\$108.37	\$113.37	\$3,463,453.50	\$107.01	\$112.01	\$1,344,120.00
Compass Minerals America	Overland Park, KS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Detroit Salt	Detroit, MI	\$58.61	\$59.11	\$2,547,641.00	\$60.40	\$60.90	\$1,860,495.00	\$56.57	\$57.07	\$684,840.00

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue purchase orders to Detroit Salt in the estimated amount of 5,000 tons or \$285,550 annually for fiscal year 2015-16 and \$246,750 for fiscal year 2016-17 \$295,550.

Prepared by: Michael Lasley, Director of Central Services
 Reviewed by: Kevin McCarthy, DPW Superintendent
 Reviewed by: Gary Mekjian, Director of Public Services
 Approved by: Steve Brock, City Manager

City of Farmington Hills, MI
 Bid Tabulation
 Rock Salt
 ITB-FH-14-15-1881
 Bid Opening
 AS READ

4/15/2015

		Oakland Cty			Macomb Cty			Wayne Cty				
2015/16 Season		43,100			30,550			12,000				
Vendor	City/State	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Mined/Storage	Exceptions
Morton Salt	Chicago, IL	\$102.91	\$107.91	\$4,650,921.00	\$103.37	\$108.37	\$3,310,703.50	\$102.01	\$107.01	\$1,284,120.00	Detroit/	
Compass Minerals America	Overland Park, KS	\$79.95	\$79.95	\$3,445,845.00	\$79.95	\$79.95	\$2,442,472.50	\$79.95	\$79.95	\$959,400.00	Goodrich Ontario/River Rouge	80%min/100% max
Detroit Salt	Detroit, MI	\$56.61	\$57.11	\$2,461,441.00	\$58.40	\$58.90	\$1,799,395.00	\$54.57	\$55.07	\$660,840.00	Detroit/Detroit	

		Oakland Cty			Macomb Cty			Wayne Cty				
2016/17 Season(option)		43,100			30,550			12,000				
Vendor	City/State	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Mined/Storage	Exceptions
Morton Salt	Chicago, IL	\$107.91	\$112.91	\$4,866,421.00	\$108.37	\$113.37	\$3,463,453.50	\$107.01	\$112.01	\$1,344,120.00	Detroit/	
Compass Minerals America	Overland Park, KS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Goodrich Ontario/River Rouge	80%min/100% max
Detroit Salt	Detroit, MI	\$58.61	\$59.11	\$2,547,641.00	\$60.40	\$60.90	\$1,860,495.00	\$56.57	\$57.07	\$684,840.00	Detroit/Detroit	

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve the application by Funfest Productions, Inc. for a Fireworks Display Permit on July 3, 2016 at Freedom Hill County Park, 15000 Metropolitan Parkway.

Submitted By: Sterling Heights Fire Department

Contact Person/Telephone: Michael Bauss, Fire Marshal, 586/446-2971

Administration (initial as applicable)

Attachments

MC	City Clerk	___	Resolution	___	Minutes
AB	Finance & Budget Director	___	Ordinance	___	Plan/Map
JB	City Attorney (as to legal form)	___	Contract	___	Other
WTJ	City Manager				

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary:

Funfest Productions Inc. (Applicant) has submitted an application for a fireworks display permit for the purpose of a fireworks show at Freedom Hill County Park, 15000 Metropolitan Parkway, on July 3, 2016. This fireworks display will be in conjunction with the Applicant's annual *Stars and Stripes Festival*. Applicant has satisfied the requirements set forth under Article V (Fireworks) of Chapter 20 of the City Code.

The back-up material for this agenda item includes a correspondence from James Oegema of Hillside Productions, Inc. confirming that the July 3rd fireworks display at Freedom Hill County Park has been designated as the one event for which the City will not require a deposit pursuant to City Code Section 20-121(D).

The Fire Marshal is recommending City Council's approval of the application, subject to a final on-site safety inspection of the launch site and set-up on July 3, 2016, prior to the display. The launch site for the event shall be 15000 Metropolitan Parkway and a site plan showing the launch area is included in the backup.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the application by Funfest Productions, Inc. for a fireworks display permit on Sunday, July 3, 2016 at Freedom Hill County Park, 15000 Metropolitan Parkway, subject to a final site inspection by personnel of the Sterling Heights Fire Department.

APPLICATION FOR
FIREWORKS DISPLAY PERMIT

THE PYROTECHNIC OPERATOR AND ASSISTANTS shall have a thorough knowledge of and comply with the following applicable codes and standards:

NFPA: 1123... Code for Fireworks Display
NFPA: 1124... Code for the manufacture, Transportation, and Storage of Fireworks and Pyrotechnic

PYROTECHNIC OPERATOR:

Name: Blane Quilhot
 Address: P.O. Box 123
 City: Belding State: MI ZIP: 48809
 D.O.B.: 2/9/62 No. of Years Experience: 20+ No. of Displays: 500+

Has the pyrotechnic operator or employer ever had a permit suspended or revoked? If yes, attach an explanation including the event, city, state, date, and reason. Yes X No

(For pyrotechnic display as many Michigan venues as possible.)

No.	City	Year
1.	Petoskey	1996-Present
2.	Cutlerville	2012-Present
3.	Lakeshore Assoc.	2004-Present
4.	Western Golf & CC	2004-Present
5.	Mount Clemens	2006-2011

ASSISTANTS:

Name: Rick Quilhot	Address: Spring Arbor, MI	Age: 56
Name: Stan Moore	Address: Charlotte, MI	Age: 72
Name: Pat Quinn	Address: Lansing, MI	Age: 57
Name: Shawn Hubbard	Address: Charlotte, MI	Age: 40
Name: Kay Quilhot	Address: Spring Arbor, MI	Age: 79



HILLSIDE PRODUCTIONS INC

14900 Metropolitan Parkway
Sterling Heights, MI 48312
586-268-9700

May 27, 2016

Mark Carufel
City Clerk/Risk Manager
40555 Utica Road
P.O. Box 8009
Sterling Heights, MI 48311-8009

Re: Fireworks display at Freedom Hill

Dear Mark:

Please accept this correspondence as confirmation that Hillside Productions, Inc. is designating the fireworks display by sponsor Funfest, Inc. on Sunday, July 3, 2016 as the one fireworks event on or about July 4th that the City of Sterling Heights will forgo any charges for security costs or otherwise.

Please contact me if you should need further information.

Sincerely,

James D. Oegema

/lmp

**CITY OF STERLING HEIGHTS
FIREWORKS/PYROTECHNICS DISPLAY ACCESS AND INSPECTION AGREEMENT**

The undersigned desires to allow the discharge and display of fireworks and pyrotechnics devices on its property, or property under its control, within the City of Sterling Heights (the "City"), and has submitted an application for a permit to engage in such activity. The undersigned represents that he/she has the actual authority to bind himself/herself and the organization or designee which will benefit from the permit.

As consideration for the City issuing a fireworks display permit (the "Permit") to the undersigned or his/her designee, the undersigned agrees, on behalf of himself/herself and the organization listed below, to allow and permit police, fire, and emergency services personnel employed by, or acting on behalf of, the City to enter onto the premises where the fireworks display is proposed, for purposes of supervising and inspecting the display and surrounding conditions for public safety hazards and violations of city codes and ordinances. The undersigned recognizes the important public safety interest in ensuring a safe and legal fireworks display process, and agrees that the City's personnel shall be permitted to enter onto the premises before, during, and after the proposed fireworks display at any time desired by, or convenient for, the City's personnel. The undersigned agrees that it will not restrict or otherwise deny access to the City's personnel when such access is sought or requested for inspection purposes.

The undersigned further agrees, on behalf of himself/herself and the organization listed below, to comply with all applicable laws, codes, and ordinances, and to correct any defects or violations which the City's personnel directs the undersigned to correct. The undersigned agrees to cooperate completely with the City's personnel and to follow any instructions given by the City's personnel which are related to the City's interest in ensuring the highest degree of public safety. The City has the absolute right to suspend or revoke the Permit if it is determined by the Fire Marshal or a designee that the conduct of the fireworks display operator or other entity is detrimental to the public health, safety, and welfare, in which event any expenses or costs incurred by the undersigned, the organization listed below, or any user or occupant shall be forfeited and the City shall not be obligated to reimburse any such amounts, pro rata or otherwise.

I have reviewed and understand this entire Fireworks/Pyrotechnics Display Access and Inspection Agreement and I agree to its provisions.

Mark F. Deldin for COUNTY OF MACOMB on MAY 27, 2016
Signature Organization Date

MARK F. DELDIN - DEPUTY COUNTY EXECUTIVE. 1 S. MAIN 8TH FLOOR MC CLEMENS, MI 48043
Representative's Name (Print) Address Telephone 586.469.0419

COUNTY OF MACOMB 1 S. MAIN 8TH FLOOR MC CLEMENS, MI 48043 586.469.0419
Organization's Name Address Telephone

FREEDOM HILL COUNTY PARK 14900 METROPOLITAN PKWY. STERLING HEIGHTS, MI 48312
Location for which Access is Granted (Include Common Name of Facility/Site and Complete Address)

Witnessed By: Suzanne Foster
Signature:

Suzanne Foster
Printed Name:

5/31/16
Date

**CITY OF STERLING HEIGHTS
FIREWORKS/PYROTECHNICS DISPLAY INDEMNIFICATION AGREEMENT**

The undersigned desires to discharge and display fireworks and pyrotechnics devices within the City of Sterling Heights (the "City"), and has submitted an application for a permit to engage in such activity. The undersigned represents that he/she has the actual authority to bind himself/herself and the organization or designee which will benefit from the permit.

As consideration for the City issuing a fireworks display permit (the "Permit") to the undersigned or his/her designee, the undersigned agrees, on behalf of himself/herself and the organization listed below, to release and hold harmless the City and its employees, agents, volunteers, elected officials, and servants, and any persons who, at the request or direction of the City, participate in organizing or overseeing, or who are otherwise present during, or involved in, the fireworks display, from known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and/or losses and the consequences thereof, including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the City, which the undersigned, a designee of the undersigned, or any other individual or entity may sustain in connection with the fireworks display. The undersigned agrees to defend all claims, actions, causes of action, or any other demands asserted against the City and its employees, agents, volunteers, elected officials, and servants, arising out of or in connection with the fireworks display, and to pay any judgments or settlements awarded, or executed by consent, in connection with such claims. The City will give the undersigned prompt notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by this agreement. Nothing in this agreement may be deemed to prevent the City from cooperating with the undersigned and participating in the defense of any litigation by its own counsel at its sole cost and expense.

The undersigned further agrees, on behalf of himself/herself and the organization listed below, to accept all of the rules and requirements established or imposed by the City for the fireworks display, and to follow any instructions given by the City's fire and police personnel. The City has the absolute right to suspend or revoke the Permit if it is determined by the Fire Marshal or a designee that the conduct of the fireworks display operator or other entity is detrimental to the public health, safety, and welfare, in which event any expenses or costs incurred by the undersigned, the organization listed below, or any user or occupant shall be forfeited and the City shall not be obligated to reimburse any such amounts, pro rata or otherwise.

I have reviewed and understand this entire Indemnification and Hold Harmless Agreement and I agree to its provisions.

Charles F. Deere for COUNTY OF MACOMB on MAY 31, 2016
Signature Organization Date

MARK F. DELDIN - DEPUTY COUNTY EXECUTIVE 1 S. MAIN 8TH FLOOR MTCLEMENS, MI 48043
Representative's Name (Print) Address Telephone
COUNTY OF MACOMB 1 S. MAIN ST 8TH FLOOR MTCLEMENS, MI 48043 586.469.0419
Organization's Name Address Telephone
586.469.0419

Witnessed By: Suzanne Foster Suzanne Foster
Signature: Printed Name:
5/31/16
Date

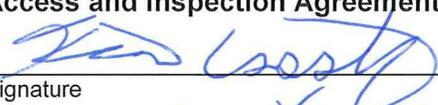
**CITY OF STERLING HEIGHTS
FIREWORKS/PYROTECHNICS DISPLAY ACCESS AND INSPECTION AGREEMENT**

The undersigned desires to allow the discharge and display of fireworks and pyrotechnics devices on its property, or property under its control, within the City of Sterling Heights (the "City"), and has submitted an application for a permit to engage in such activity. The undersigned represents that he/she has the actual authority to bind himself/herself and the organization or designee which will benefit from the permit.

As consideration for the City issuing a fireworks display permit (the "Permit") to the undersigned or his/her designee, the undersigned agrees, on behalf of himself/herself and the organization listed below, to allow and permit police, fire, and emergency services personnel employed by, or acting on behalf of, the City to enter onto the premises where the fireworks display is proposed, for purposes of supervising and inspecting the display and surrounding conditions for public safety hazards and violations of city codes and ordinances. The undersigned recognizes the important public safety interest in ensuring a safe and legal fireworks display process, and agrees that the City's personnel shall be permitted to enter onto the premises before, during, and after the proposed fireworks display at any time desired by, or convenient for, the City's personnel. The undersigned agrees that it will not restrict or otherwise deny access to the City's personnel when such access is sought or requested for inspection purposes.

The undersigned further agrees, on behalf of himself/herself and the organization listed below, to comply with all applicable laws, codes, and ordinances, and to correct any defects or violations which the City's personnel directs the undersigned to correct. The undersigned agrees to cooperate completely with the City's personnel and to follow any instructions given by the City's personnel which are related to the City's interest in ensuring the highest degree of public safety. The City has the absolute right to suspend or revoke the Permit if it is determined by the Fire Marshal or a designee that the conduct of the fireworks display operator or other entity is detrimental to the public health, safety, and welfare, in which event any expenses or costs incurred by the undersigned, the organization listed below, or any user or occupant shall be forfeited and the City shall not be obligated to reimburse any such amounts, pro rata or otherwise.

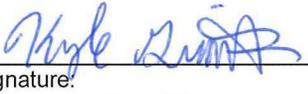
I have reviewed and understand this entire Fireworks/Pyrotechnics Display Access and Inspection Agreement and I agree to its provisions.

 for FunFest Productions on 6/1/16, 2016
Signature Organization Date

KEVIN CASSIN 48 MARKET STREET, STE. 116 MOUNT CLEMENS, MI 48043
Representative's Name (Print) Address Telephone

FunFest Productions, Inc. 48 MARKET STREET 586 4193-4344
Organization's Name Address Telephone

FREEDOM HILL COUNTY PARK
Location for which Access is Granted (Include Common Name of Facility/Site and Complete Address)

Witnessed By: 
Signature: 6-1-16
Date

Kyle Gignotti
Printed Name:

**CITY OF STERLING HEIGHTS
FIREWORKS/PYROTECHNICS DISPLAY INDEMNIFICATION AGREEMENT**

The undersigned desires to discharge and display fireworks and pyrotechnics devices within the City of Sterling Heights (the "City"), and has submitted an application for a permit to engage in such activity. The undersigned represents that he/she has the actual authority to bind himself/herself and the organization or designee which will benefit from the permit.

As consideration for the City issuing a fireworks display permit (the "Permit") to the undersigned or his/her designee, the undersigned agrees, on behalf of himself/herself and the organization listed below, to release and hold harmless the City and its employees, agents, volunteers, elected officials, and servants, and any persons who, at the request or direction of the City, participate in organizing or overseeing, or who are otherwise present during, or involved in, the fireworks display, from known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and/or losses and the consequences thereof, including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the City, which the undersigned, a designee of the undersigned, or any other individual or entity may sustain in connection with the fireworks display. The undersigned agrees to defend all claims, actions, causes of action, or any other demands asserted against the City and its employees, agents, volunteers, elected officials, and servants, arising out of or in connection with the fireworks display, and to pay any judgments or settlements awarded, or executed by consent, in connection with such claims. The City will give the undersigned prompt notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by this agreement. Nothing in this agreement may be deemed to prevent the City from cooperating with the undersigned and participating in the defense of any litigation by its own counsel at its sole cost and expense.

The undersigned further agrees, on behalf of himself/herself and the organization listed below, to accept all of the rules and requirements established or imposed by the City for the fireworks display, and to follow any instructions given by the City's fire and police personnel. The City has the absolute right to suspend or revoke the Permit if it is determined by the Fire Marshal or a designee that the conduct of the fireworks display operator or other entity is detrimental to the public health, safety, and welfare, in which event any expenses or costs incurred by the undersigned, the organization listed below, or any user or occupant shall be forfeited and the City shall not be obligated to reimburse any such amounts, pro rata or otherwise.

I have reviewed and understand this entire Indemnification and Hold Harmless Agreement and I agree to its provisions.

Kevin Cassin for *FUNFEST Productions* on *6/1/16*, 20*16*
 Signature Organization Date

KEVIN (CASSIN) *48 MARKET STREET, STE. 46, Mount CLEMENS, MI 48043* *586-493-4344*
 Representative's Name (Print) Address Telephone

FUNFEST PRODUCTIONS, INC. *48 MARKET STREET* *586-493-4344*
 Organization's Name Address Telephone

Witnessed By: *Ahyle L...*
 Signature:

Kyle Giannotti
 Printed Name:

6-1-16
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No):
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B : Everest National Insurance Company	10120
	INSURER C : Travelers Indemnity Co	25658
	INSURER D : Maxum Indemnity Company	26743
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1496890239

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		SI8ML00042-161	1/15/2016	1/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00025-161	1/15/2016	1/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXC6017975	1/15/2016	1/15/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0323N491 (MI)	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DISPLAY DATE: July 3, 2016
 LOCATION: Freedom Hill Park, 14900 Metropolitan Parkway, Sterling Heights, MI
 ADDITIONAL INSURED: Funfest Productions, Inc.; Freedom Hill County Park; City of Sterling Heights, MI

CERTIFICATE HOLDER**CANCELLATION**

Funfest Productions, Inc. 14900 Metropolitan Parkway Sterling Heights MI 48312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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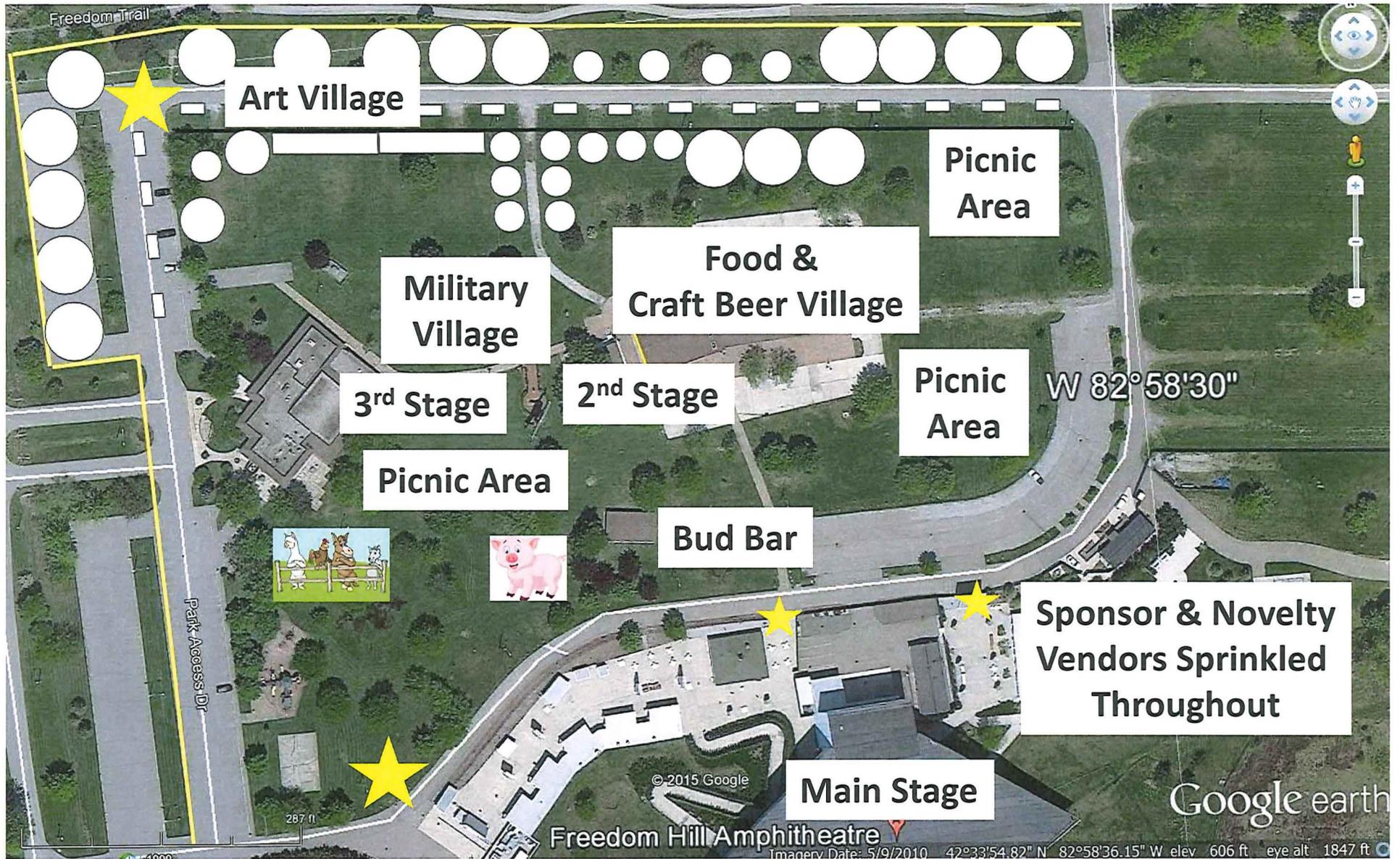
FENCE

FENCE

200ft Radius

This is 10 ft.
Southwest of
launch site in 2015

Additional 60
feet no
patrons west
of the red
line at time
of fireworks
display



Two Main Entrances



Two Interior Concert Entrances



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use

Item No: 4-N

Meeting: 6/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve a Publications Contract between the City of Sterling Heights and J Kraemer Designs, LLC for Parks and Recreation Department publications for a two-year period (Average annual cost of \$10,175.00).

Submitted By: Kyle R. Langlois, CPRP, Parks and Recreation Director

Contact Person/Telephone: Kyle R. Langlois, extension 2705

Administration (initial as applicable)

Attachments

Table with 4 columns: Initials, Title, Attachment 1, Attachment 2. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager.

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary

Background -In 2013, the Parks and Recreation Department experienced personnel reductions at the supervisory level. A by-product of that reduction was the loss of supervisory personnel previously responsible for researching, writing, laying-out, proofreading and publishing materials marketing the program offerings and special events of the Parks and Recreation Department.

To compensate for reduced manpower and as a cost saving measure, the Parks and Recreation Department investigated outsourcing the publication responsibilities. In 2013, a determination was made to enter into a contract with J Kraemer Designs, LLC, a Michigan limited liability company that is managed by its sole member, Jennifer A. Kraemer.

The Parks and Recreation Department has also utilized Jennifer Kraemer for the past 21 years as a seasonal employee responsible for teaching baton classes. She has been able to separate the two different roles without conflict, and there is no reason to believe that will change if the new Publications Contract is approved by City Council.

Recommendation – Recommendation is being made to approve a new Publications Contract, with associated event photography services, between the City and J Kraemer Designs for a two-year period, with an option to extend the term up to two additional years at the same terms and conditions upon mutual consent. The average annual cost under the initial contract is \$10,175.00. Departmental manpower has not increased to a level where these functions can be performed by supervisors. Based on J Kraemer Designs' performance over the past three years, the Parks and Recreation Department is confident that continuing to secure these professional services by means of a contractual relationship is the best option going forward.

City Code Section 2-227(A) provides:

(A) Any purchase order or contract within the purview of this article in which the Purchasing Manager or any officer or **employee** of the city is financially interested, directly or indirectly, shall be void, unless the City Council determines by a 5/7 majority vote before the execution of a purchase order or contract that such action is in the best interest of the city, subject to Chapter 2, Article IV of this Code. (emphasis added).

City Code Section 2-155(1) provides:

(1) *Financial or personal interest.* No official or **employee** of the city, either on his or her own behalf or on behalf of any other person, shall have any financial or personal interest in any business transaction with any public body of the city, unless he or she shall first make full public disclosure of the nature and extent of such interest. (emphasis added).

Because Ms. Kraemer has been a long-term seasonal employee and she will have an interest in the proposed Publications Contract between the City and J Kraemer Designs, City Council approval by 5/7ths majority vote is required.

J Kraemer Designs has demonstrated an ability to perform the much needed publication services in a timely and cost-effective manner. At the same time, Ms. Kraemer has been a long-term, valued seasonal instructor for the Parks and Recreation Department. Any potential conflict is far-outweighed by the benefits to the Parks and Recreation and those residents who participate in Ms. Kraemer's classes.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to:

- (A) Approve the Publications Contract between the City of Sterling Heights and J Kraemer Designs, LLC in accordance with City Code §2-227(A) for the period September 1, 2016 to August 31, 2018, with an option to have the City Manager extend the term for up to two one-year periods upon mutual consent and on the same terms and conditions held within the contract; and,
- (B) Authorize the City Manager to execute all documents required in conjunction with this approval and future renewals.

PUBLICATIONS CONTRACT

This Publications Contract is made _____, 2016, effective September 1, 2016, between J Kraemer Designs, LLC, a Michigan limited liability company, of 37900 Woodcrest, Clinton Township, Michigan 48083 (“JKD LLC”), and the City of Sterling Heights, a Michigan municipal corporation, of 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 (“City”).

RECITALS

- A. JKD LLC is in the business of furnishing graphic design, marketing and writing services for companies, organizations, and individuals.
- B. The principal of JKD LLC is Jennifer A. Kraemer (“Kraemer”), who has worked as a seasonal employee in the Parks & Recreation Department of the City of Sterling Heights.
- C. City employees have prepared and distributed various periodic written communications to residents and other members of the public, including the *Sterling Heights Magazine*, *Senior News*, and *The Sterling Special* (collectively referred to as the “Publications”).
- D. In May, 2013 City hired JKD LLC to collect information from City staff in order to design and create the content for the Publications as more fully described in the Scope of Services.
- E. City and JKD LLC wish to enter into an agreement that sets forth the terms and conditions under which JKD LLC will furnish such services and deliverables to the City for the period from September 1, 2016 to August 30, 2018, with two (2) one year options to renew.

NOW THEREFORE, City and JKD LLC agree as follows:

1. **Engagement.** City hires JKD LLC to assist the City in the preparation of the Publications during the time period from September 1, 2016 through August 31, 2018.

2. **Scope of Services.** The services to be provided by JKD LLC with respect to the Publications during the term shall be as follows:

- Obtain information from staff within the Office of Community Relations, Parks & Recreation Department’s Senior Services Division, and the Parks & Recreation Department’s Special Recreation Services Division to develop content for the Publications.
- Prepare written content, lay out and assemble the written content, graphics, photographs, and other materials for the Publications in the format designated by the City as follows:

- *Sterling Heights Magazine:*
2017: Winter, Spring/Summer, Fall issues;
2018: Winter, Spring/Summer, Fall issues.
 - *Senior News:*
2016: November–December issues;
2017: January-February, March-April, May-June, July-August,
September-October and November-December issues;
2018: January-February, March-April, May-June, July-August,
September-October.
 - *The Sterling Special:*
2017: Winter, Spring/Summer, Fall issues;
2018: Winter, Spring/Summer, Fall issues.
- Submit a draft of each issue of the *Sterling Heights Magazine*, *Senior News*, and *The Sterling Special* to the Parks & Recreation Director for approval prior to delivering final content for each Publication to the City
 - Prepare and deliver final copy in electronic format specified by the City so that the Publications may be printed and distributed by the City

City shall provide the editing and proofreading of the draft issues of the Publication and submit them to JKD LLC so that JKD LLC can finalize the Publications and deliverables relating to such Publications.

3. **Compensation.** For the services satisfactorily performed by JKD LLC, JKD LLC shall be compensated in accordance with the following schedule to be paid within 30 days of receipt of an invoice for such services after approval by City Council:

2016/2017 (Expected Cost: \$10,000)

- *Sterling Heights Magazine:* \$1,800 per issue
- *Senior News:* \$450.00 per issue
- *The Sterling Special:* \$575.00 per issue
- *Photography Services:* \$175.00 annually

2017/2018 (Expected Cost: \$10,350)

- *Sterling Heights Magazine:* \$1,825 per issue
- *Senior News:* \$475.00 per issue
- *The Sterling Special:* \$575.00 per issue
- *Photography Services:* \$300.00 annually

2018/2019 – First Option Term (Expected Cost: \$10,350)

- *Sterling Heights Magazine*: \$1,825 per issue
- *Senior News*: \$475.00 per issue
- *The Sterling Special*: \$575.00 per issue
- *Photography Services*: \$300.00 annually

2019/2020 – Second Option Term (Expected Cost: \$10,350)

- *Sterling Heights Magazine*: \$1,825 per issue
- *Senior News*: \$475.00 per issue
- *The Sterling Special*: \$575.00 per issue
- *Photography Services*: \$300.00 annually

4. **Completion Date.** The completion date for the Publications and the related deliverables shall be based upon publication deadlines established by the Parks & Recreation Director or designee, which shall be communicated to JKD LLC in writing after this Agreement is signed by both parties.

5. **Independent Contractor.** JKD LLC acknowledges that the relationship between JKD LLC and the City is that of an independent contractor for hire. JKD LLC shall be solely responsible for all matters relating to compliance with Social Security, income taxes, withholding, workers compensation, unemployment or health insurance.

6. **Use of Information and Materials Obtained from the City.** All information developed or assembled for the Publications that is obtained from the City shall remain the property of the City. JKD LLC and Kraemer may not publish material obtained in preparing the Publications without the prior written consent of the City. JKD LLC and Kraemer acknowledge that the work produced by JKD LLC and Kraemer shall be considered a work made for hire under the copyright laws of the United States. JKD LLC and Kraemer agree that to the extent any rights to such work do not vest solely with the City by operation of law, JKD LLC and Kraemer irrevocably transfer and assign all rights, including copyright, to the City.

7. **Term; Termination.** This Agreement shall commence on September 1, 2016 and shall terminate on August 31, 2018, unless terminated earlier. This Agreement may be terminated by either party on sixty (60) days prior written notice to the other party. In the event of early termination, JKD LLC shall be paid for all services satisfactorily performed prior to termination and prior to the alleged default. Notice to the City shall be given to Kyle Langlois, Parks & Recreation Director. The City and JKD LLC may extend this Agreement for not more than two (2) additional one year terms from September 1, 2018 to August 31, 2020 upon the same terms upon mutual agreement upon 30 days written notice prior to the expiration of the initial term of this Agreement.

8. **Governing Law.** This Agreement is made in and shall be governed by the laws of the State of Michigan.

9. Authority. Each signatory to this Agreement represents to the other party that he or she has authority to sign this Agreement on behalf of the entity for which it is signing.

10. Entire Agreement. This Agreement constitutes the entire agreement between JKD LLC and the City with respect to the subject matter and supersedes any and all previous oral or written agreements between JKD LLC, Kraemer and the City with respect to the subject matter. No modification or amendment of this Agreement shall be effective except if in writing signed by an authorized representative of the party.

**J KRAEMER DESIGNS, LLC, a
Michigan limited liability company**

By: _____
Jennifer A. Kraemer
Its: Managing Member

Dated: _____, 2016

**CITY OF STERLING HEIGHTS, a
Michigan municipal corporation**

By: _____
Mark Vanderpool
Its: City Manager

Dated: _____, 2016

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve a maintenance agreement between the city of Sterling Heights and AT&T for telecommunications equipment (Total annual expenditure of \$21,330).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

	City Clerk	—	Resolution	—	Minutes
	Finance & Budget Director	—	Ordinance	—	Plan/Map
	City Attorney (as to legal form)	—	Contract	—	Other
	City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- The City of Sterling Heights has utilized equipment, connections (lines), and maintenance services provided by AT&T for its telephone, internet, and data transmissions for many years. Through an annual agreement, AT&T provides maintenance, troubleshooting, and technical support to the City's Option 61 CS1000 phone switch, digital and IP handsets, voicemail, call accounting, and associated wiring. The current maintenance agreement expires on June 30, 2016.
- Because the City's existing phone system is over 18 years old, regular maintenance is essential in order to keep this key communications system operational. The maintenance agreement facilitates immediate technical support from AT&T engineers.
- The Offices of Information Technology and Purchasing have reviewed the one-year maintenance agreement and recommend approval. AT&T has provided maintenance services since 1998.
- Please see the attached memo from the Office of Information Technology in support of the maintenance agreement renewal with AT&T. The City will spend \$21,330 annually for the services covered under this agreement.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the maintenance agreement between the City of Sterling Heights and AT&T for telecommunications equipment for the period July 1, 2016 to June 30, 2017 at a cost of \$21,330 and authorize the City Manager to sign the agreement on behalf of the City.

CITY OF STERLING HEIGHTS
STAFF REPORT
June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The City of Sterling Heights has utilized equipment, connections (lines), and maintenance services provided by AT&T for telephone, internet, and data transmissions for many years. AT&T equipment covered by this agreement includes the City's entire telephone system (Option 61 CS1000 phone switch, all digital and IP handsets, voicemail system, call accounting system and all associated phone wiring).

The City will expend \$21,330 annually on maintenance services pursuant to the agreement. Funding for the maintenance services provided by AT&T is budgeted in 11717258 (Information Technology) 826000 (Other Contracted Services).

STAFF ANALYSIS AND FINDINGS:

City Code §2-217(A)(2) provides in relevant part:

- (A) Competitive bids shall **not** be required with respect to the following purchases unless otherwise required by law:
 - (2) Equipment maintenance agreements and billings, utility services and billings, contracted services invoices, insurance payments, or similar services.

The current maintenance agreement with AT&T expires on June 30, 2016. In order to maintain continuity of scheduled maintenance on the covered telecommunications equipment, approval of this annual maintenance agreement with AT&T is requested. Offices of Purchasing and Information Technology have reviewed the maintenance agreement with AT&T for thoroughness and recommend approval.

Regular maintenance is essential to the operational integrity of the City's phone system that is 18 years old. AT&T has serviced this equipment since 1998. Pricing for the annual maintenance agreement remains the same as the expiring agreement.

Please see the attached departmental recommendation from the Office of Information Technology for additional information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

AT&T Corporation

54 N Mill Street

Pontiac, MI 48342

Lisa Beauchamp, Maintenance Contract Manager

Ls2821@att.com



CITY OF
**Sterling
Heights**

Interoffice Memorandum

Date: May 9, 2016

To: Jim Buhlinger, Purchasing Manager

From:



Steven Deon, Information Technology Director

Subject: AT&T Maintenance Agreement

The City of Sterling Heights has utilized equipment, connections (lines), and maintenance services provided by AT&T and its predecessors for telephone, Internet, and data transmissions since at least 1998. The AT&T equipment covered in these agreements includes the Option 61 CS1000 phone switch, all of the digital handsets and IP handsets, voicemail, call accounting, and associated phone wiring. The Office of Information Technology has renewed the yearly maintenance agreement each year since the installation of the phone switch in 1998. This maintenance agreement allows Information Technology to contact support for equipment replacement, troubleshooting, configuration, and product updates. The current phone system and equipment is over 18 years old and maintenance is required to keep the phone system functioning properly. In the past, the maintenance agreement has covered lightning strikes, floods, power outage issues, equipment failures, and wiring problems. The maintenance agreement has also allowed Information Technology to receive immediate support from AT&T qualified engineers. The funding for this maintenance renewal has been budgeted annually to 11717258-826000 in the Information Technology operating budget.

Due to the age and importance of the AT&T phone system, Information Technology recommends the annual renewal of the AT&T maintenance service agreement. Please contact me if you have any questions.



May 10, 2016

CITY OF STERLING HEIGHTS
ATTENTION: Telecommunications Manager
40555 UTICA ROAD
STERLING HEIGHTS, MI 48313

Re: Contract # 50310924 - AVAYA PASS CS1K

The above service agreement, which provides maintenance coverage for the equipment listed in the present contract with AT&T Global Services, is due for renewal on July 1, 2016. Per the terms of the agreement the contract will be automatically renewed unless we receive written notice 30 days prior to the renewal date.

The terms and conditions (excepting price) of the contract will remain in effect and be renewed for one (1) year. The annual rate for the maintenance service commencing July 1, 2016 will be \$ 21,330.00. No action is required on your part to renew this contract for the upcoming year. If a purchase order is needed for billing purposes, please email a copy to myself at ls2821@att.com.

Please feel free to give me a call at 248-456-9643 if you have any questions. AT&T Global Services values you as a customer and we thank you for the continuing opportunity to meet your service needs.

Sincerely,

Lisa Beauchamp
Maintenance Contract Manager



CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
CITY OF STERLING HEIGHTS	AT&T Corp.	Name: LISA BEAUCHAMP
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
40555 UTICA ROAD STERLING HEIGHTS MI US 48313	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	54 N MILL STREET PONTIAC MI US 48342 Phone : 248-456-9643 Email : ls2821@att.com Sales/Branch Manager: n/a SCVP Name: n/a
CUSTOMER Contact		AT&T Contact Information
Name: STAN DANIELUK Title: Telephone: Fax: Email: sdanieluk@sterling-heights.net		Name: LISA BEAUCHAMP
CUSTOMER Billing Address and Contact		
40555 UTICA ROAD STERLING HEIGHTS MI US 48313 Contact Name: STAN DANIELUK Title: Telephone: Fax: E-mail:		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- | | |
|---|---|
| <input type="checkbox"/> Rider A – Purchased Equipment | <input checked="" type="checkbox"/> Rider D – AT&T-Provided Services |
| <input type="checkbox"/> Rider B – Additional Cisco Terms | <input type="checkbox"/> Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B1 - Cisco Try and Buy Program | <input checked="" type="checkbox"/> Sub-Rider D2 – AT&T-Provided Maintenance |
| <input type="checkbox"/> Sub-Rider B2 – Technology Migration Plan | <input type="checkbox"/> Sub-Rider D3 – AT&T-Provided Warranty Services |
| <input type="checkbox"/> Sub-Rider B3 – Cisco Enterprise Suites for Collaboration | <input type="checkbox"/> Sub-Rider D4 – reserved |
| <input type="checkbox"/> Rider C – Purchased Equipment Discounts | <input type="checkbox"/> Sub-Rider D5 – reserved |
| <input type="checkbox"/> Rider E – Additional Avaya Terms | <input type="checkbox"/> Sub-Rider D6 – Enhanced Transport Service |
| <input type="checkbox"/> Rider F – ShoreTel Mobility Router | <input checked="" type="checkbox"/> Sub-Rider D7 – Statement of Work |

CUSTOMER

AT&T

By: _____
(by its authorized representative)

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)



AT&T Equipment Resale and Related Services Pricing Schedule

MA Reference No.: 131931UA
Pricing Schedule No.: _____

(Date)

(Date)

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- “Purchased Equipment” – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. “Purchased Equipment” includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- “Software” – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- “Services” – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer (“Quote”) or include such information in a Statement of Work (“SOW”). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days’ prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY’S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER’S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

(c) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T’s maintenance supplier.

9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm, and BellSouth Communication Systems, LLC.

Rider D – AT&T-Provided Services

1. SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website <ul style="list-style-type: none">• SG Library	http://serviceguidenew.att.com

- Or per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to .notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Sub-Rider D2 – AT&T-Provided Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T Maintenance Solutions ("AMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AMS
AT&T Voice Maintenance Solutions ("AVMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR, AND, (II) FOR DATA/VIDEO SUPPORTED EQUIPMENT, FOR THE SAME LENGTH AS THE EXPIRING MAINTENANCE TERM. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

Sub-Rider D2 – AT&T-Provided Maintenance Services

7. AT&T-PROVIDED MAINTENANCE SERVICES – SCHEDULED PAYMENT OPTION

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

Sub-Rider D7 – Statement of Work

Ship To Address: 40555 UTICA ROAD

Installation Site Address: STERLING HEIGHTS, MI 48313

Date of Submission: 5/6/16

Leasing: AT&T Capital Services Other: (Name of Leasing Company) No

Requested Delivery Date: Requested Installation/Cutover Date:

Purchase Order Number:

PURCHASE PRICE

- 1. Total Price of Equipment..... N/A
- 2. Estimated Shipping N/A
- 3. Total Charge for Installation/Cutover N/A
- 4. Total Purchase Price \$21,330.00

*Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.

NOTE: A site survey is required if the installation site is a school, place of worship, warehouse, factory, residence, municipality, car dealership, or trailer; if any of the following exist: multi-floor installation, existing 1A2 key equipment, separate buildings that need to be cabled, installation of new cabling, a building over thirty (30) years old, special paging requests, installation of new cables, or a data installation with structured cabling. Failure to perform a Site Survey may result in additional charges to Customer.

EQUIPMENT RETURNS: Prior to installation, equipment can be returned to AT&T for a period of sixty (60) days after shipment provided it is in its original condition and repackaged in the original cartons. A Return Material Authorization (RMA) must be obtained from AT&T prior to return. The RMA number must appear on each carton. Customer assumes risk of loss in transit. AT&T will bill a 20% restocking fee for such returns.

STANDARD PAYMENT TERMS

Delivery: 100% of Equipment & Freight

Acceptance: 100% of Services

Approved non-standard payment terms: _____

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T Voice Maintenance Solutions: Essential Plus Dedicated Custom

Support Levels: Technical Support (24X7) with Advanced Hardware Parts Replacement 24X7

Technical Support (8X5) with Advanced Hardware Parts Replacement 8X5

Initial Term: 1 Years From: 7/1/16 To: 6/30/17 Annual Price: \$21,330.00

Service Plan Payment Terms (default is annual): Prepay Annual Semi-Annual Quarterly Monthly

Financing: (Name of Leasing Company)

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30) days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Sub-Rider D7 – Statement of Work

Manufacturer-Provided Maintenance Services: OEM: _____

Name of Service: _____

Coverage Level: _____

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Term: () Years From: _____ To: _____ Price: _____

Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)

TERMINATION ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

SELECTION OF SOFTWARE MAINTENANCE AND PASS PLUS SUBSCRIPTION PLAN:

Contact Center Software Maintenance Services: 24X7 8X5

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____ Annual Price: _____

S/W Plan Payment Terms (default is annual): Prepay Annual Semi-Annual Quarterly Monthly

Financing: (Name of Leasing Company)

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

PASS Basic Entitlement

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

PASS Plus Software Release Subscription Service: (see equipment list for details)

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____ Annual Price: _____

S/W Subscription Payment Terms (default is annual): Prepay Annual

CPR # 50310924
CS1000K w/CALLPILOT AND PASS BASIC COVERAGE
688 CS1000 LICENSES
20 CALLPILOT PORTS
SERIAL # D14095

Nortel 05/15/13

AGENDA STATEMENT

OMB A503 Rev. 11/04

Item Title: To approve a Legal Services Agreement between the city of Sterling Heights and Keller Thoma, P.C. for special legal counsel services – labor attorney (Estimated expenditure in fiscal year 2016/17 of \$20,000).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

 City Clerk	—	Resolution	—	Minutes
 Finance & Budget Director	—	Ordinance	—	Plan/Map
 City Attorney (as to legal form)	—	Contract	—	Other
 City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary

Commencing in fiscal year 2010/11, the City has retained Keller Thoma, P.C. as special legal counsel for labor law under an annual Legal Services Agreement. The impetus for retaining Keller Thoma, P.C. was the need for expertise in labor law at a time when the City Administration expected protracted collective bargaining negotiations. There was particular concern over having a labor law firm with Act 312 arbitration experience.

Over the course of the past six years, Keller Thoma, P.C. has represented the City in one 312 arbitration, handled multiple arbitrations, defended a lawsuit involving labor issues, and rendered legal advice on technical labor law issues.

Although the need for special labor counsel has subsided, City Administration is recommending renewal of a Legal Services Agreement as there are pending labor issues which necessitate continuing representation by Keller Thoma, P.C. In addition, the Human Resource Director periodically needs legal counsel on technical labor law issues that arise from time to time.

The attached Legal Services Agreement reflects a \$5 per hour increase in the hourly fees that are charged by Keller Thoma, P.C. for services rendered for the period July 1, 2016 through June 30, 2017. This is the first hourly rate increase since Keller Thoma, P.C. was initially retained by the City in July, 2010 and equates to approximately a 3% increase. The City may terminate the Agreement at any time during the one-year term upon thirty days' notice. In accordance with Charter §7.07(F), the City Attorney is recommending the

appointment of special legal counsel for labor matters.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the Legal Services Agreement between the city of Sterling Heights and Keller Thoma, P.C. for special legal counsel services – labor law and authorize the Mayor and City Clerk to sign in on behalf of the City.

Notification list:

Keller Thoma, PC
440 East Congress, 5th Floor
Detroit, MI 48226
Rick Fanning
rwf@kellerthoma.com

JOHN A. NITZ
CHARLES E. TURNBULL
LAWRENCE M. SCOTT
CRAIG S. SCHOENHERR SR.
CLARK A. ANDREWS
JEFFREY A. BAHORSKI
DONALD P. DeNAULT JR.
MARC D. KASZUBSKI
LINDA McGRAIL BELAU
BRUCE H. HOFFMAN
JOHN D. BARTLEY
JAMES J. SARCONI
THOMAS D. ESORDI
PAUL B. ADDIS
KEITH C. JABLONSKI
DAVID K. PONTES
ROBIN E. YONO
NATHAN D. PETRUSAK
ERIC C. TURNBULL
CHRISTOPHER S. FLECHSIG
MELISSA L. RUBINO

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

KENNETH L. RANCILIO
1939 - 1998

PAUL J. O'REILLY
1940 - 2003

LAWRENCE J. NAHAS
1933 - 2015

OF COUNSEL
ALBERT B. ADDIS
JAMES C. THOMAS
GARY J. COLLINS
ERIC G. FLINN

May 17, 2016

DIRECT DIAL: (586) 997-6491
E-MAIL: jbahorski@orlaw.com

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

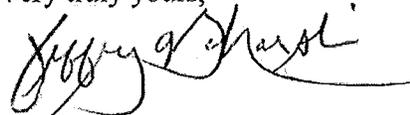
Re: Appointment of Special Legal Counsel - Labor Matters

Dear Members of Council:

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

If you have any concerns or questions about this recommendation preceding the June 7, 2016 regular meeting, please do not hesitate to contact me.

Very truly yours,



Jeffrey A. Bahorski

JAB/mg

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

LEGAL SERVICES AGREEMENT

between

CITY OF STERLING HEIGHTS

and

Keller Thoma, PC

Effective July 1, 2016 – June 30, 2017

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2016 through June 30, 2017, by and between the City of Sterling Heights, a Michigan municipal corporation, hereinafter called the "City", and Keller Thoma, PC, located at 26555 Evergreen Road, Suite 1240, Southfield, MI 48076, hereinafter called the "Law Firm";

A. At the July 6, 2010 regular meeting, the City Council resolved to accept the proposal by the Law Firm for special legal counsel for labor matters, subject to a Legal Services Agreement being executed between the parties; and,

B. At the June 7, 2016 regular meeting, the City Council resolved to renew the Legal Services Agreement being executed between the parties for one year; and,

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

(a) Hourly Rates –	Principal / Lead Attorney:	\$170 / hr.
	Associate Attorneys:	\$150 / hr.
	Paralegals:	\$100 / hr
	Law Clerks	\$100 / hr

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

(c) **Payment or Reimbursement of Costs** – The monthly statement will also detail the following costs for which the City will pay or reimburse the Law Firm:

i. **Overnight Mail Charges** – Actual Cost

- ii. Transportation Expenses – \$0 - No Charge
- iii. Copies - \$0.20 per page
- iv. Telephone - Actual Cost
- v. Court or administrative filing fees - Actual Cost
- vi. Postage – Actual Cost

3. **Term of Legal Services Agreement**. Subject to termination pursuant to Section 4, the term of this Agreement shall be from July 1, 2016 to June 30, 2017.

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

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

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

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

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

WITNESS:

CITY OF STERLING HEIGHTS

By: _____
MICHAEL C. TAYLOR, Mayor

By: _____
MARK CARUFEL, City Clerk

Keller Thoma, PC

Dina Griffee
Dina Griffee

By: *[Signature]*
may 25, 2016

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve a five-year extension of the master service agreement between the city of Sterling Heights and Comlink, LLC for "dark" fiber optic network connections to remote City facilities. (First-year expenditure of \$55,746.87).

Submitted By: Office of Purchasing

Contact Person/Telephone: James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)



Attachments

	City Clerk	—	Resolution	—	Minutes
	Finance & Budget Director	—	Ordinance	—	Plan/Map
	City Attorney (as to legal form)	—	Contract	—	Other
	City Manager				

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

- In August 2006, the City began migrating from the wide-area-network (WAN) to a fiber optic network to provide data communications to city facilities located outside the Richard J. Notte City Center (i.e. Fire Stations, Nature Center, Parks & Grounds facility, and Department of Public Works facility). This migration was necessary to add bandwidth, improve speed of data transmissions, and eliminate numerous network breakdowns.
- At that time, the City worked with Michigan Lightwave, LLC (MLW) to extend fiber optic service to the remote facilities at a one-time construction cost of \$47,327 and connect remaining city facilities to the existing MLW fiber optic network. MLW had previously completed the installation of a network throughout Macomb County for use by public schools. During this initial project, MLW installed extra "dark" fiber for future use which was available for lease on a monthly basis. The City and MLW entered into a Master Service Agreement for Connection and Lease of the "dark" fiber optic network effective August 1, 2006, with an initial term of ten years and four additional five-year extensions. The initial ten-year term expires July 31, 2016.
- In the interim, MLW was acquired by Comlink, LLC. The City has commenced negotiations with Comlink on an extension of the Master Service Agreement for the first five-year extension under the same terms and conditions. Annual rates are adjusted to match the average lease rates to municipal or public entities, not to exceed the initial rates as adjusted by increases in the Consumer Price Index for

Macomb County.

- The Offices of Information Technology and Purchasing have reviewed the proposed five-year pricing schedule, and is recommending approval of the five-year extension.
- Please see the attached memo from the Information Technology Director for additional information on the use of the dark fiber optic network.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the five-year extension of the master service agreement between the city of Sterling Heights and Comlink, LLC for "dark" fiber optic network connections to remote City facilities and authorize the Mayor and City Clerk City to sign all documents required in conjunction with this approval.

**CITY OF STERLING HEIGHTS
STAFF REPORT**

June 7, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The city of Sterling Heights' municipal operations are dependent upon fast, secure, and reliable data communications for employees performing essential job functions where the transmission of data is essential. This efficient transmission of data is accomplished through use of a fiber optic network connecting all city facilities.

The use of a fiber optic network has been in use since 1997 for those buildings on or near the Richard J. Notte City Center (i.e. City Hall, Police, Library, 41A, Senior Center and Recreation Center). The City's remote facilities (i.e. Fire Stations, DPW facility, Nature Center and Parks & Grounds facility) were added to the fiber optic network in 2006, at a one-time construction cost of \$47,327 following the approval of a Master Service Agreement with Michigan Lightwave, LLC. Michigan Lightwave had previously installed a fiber optic network throughout Macomb County to serve the school districts. The network included unused "dark" fiber for future use that the City was able to lease in order to connect its remote facilities to the fiber optic network.

Funding for the fiber optic network is budgeted annually in 11717258 (Information Technology) 826000 (Other Contracted Services). The City will expend \$55,746.87 in year-one of the proposed five-year term under the new pricing schedule with Comlink.

STAFF ANALYSIS AND FINDINGS:

In 2006, the City entered into a ten (10) year master service agreement with Michigan Lightwave, LLC, (MLW) to provide fiber optic network connectivity to remote City facilities. In 2013, MLW was sold to Comlink, LLC, who assumed the rights and duties of the existing agreement with the City. The Office of Information Technology has been very satisfied with the Comlink fiber optic network and the technical and customer support being provided to customers.

The ten-year term of the 2006 master service agreement is set to expire on July 31, 2016. The original master service agreement provides the City with four five-year options to extend upon the same terms and conditions. The master service agreement further allows for annual lease rates to be adjusted (upward or downward) to match the average lease rates to municipal or public entities at the time of renewal, but not to exceed the initial rates adjusted by increases in the Consumer Price Index (CPI) for Macomb County.

The Office of Information Technology has indicated that although other fiber optic networks may be available in this area, none of them are presently accessible to these remote city facilities. Making them accessible would require another capital investment to connect each remote facility to the network.

The Office of Information Technology made contact with Comlink seeking an updated, five-year schedule of annual lease payments. The proposed schedule is reasonable and the pricing for the next five-year lease period is comparable to pricing being paid by other Macomb County clients based on the number of buildings connected and fiber filaments being leased.

In order to maintain uninterrupted fiber optic network services, the Office of Information Technology recommends approval of an extension of the master agreement for a five-year term.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Comlink, LLC

1515 Turf Lane

East Lansing, MI 48823

William Goodfellow, Vice President of Operations

wgoodfellow@comlink.net



Interoffice Memorandum

Date: May 16, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Steven Deon, Information Technology Director

Subject: Fiber Optic Network Lease Renewal

In 1998, the City implemented a WAN (wide-area network) with the objective of providing data communications to remote City buildings. The Department of Public Works (7200 18 Mile Road) and Fire Station Five (41625 Ryan Road) were equipped with T-1 lines. Central Fire Station (28911 Van Dyke), Fire Station Two (12825 19 Mile Road), Fire Station Three (5250 15 Mile Road), Fire Station Four (12850 15 Mile Road), Nature Center (42700 Utica Road), and Parks and Grounds (12260 Clinton River Road) were equipped with ISDN lines. This configuration worked well for these locations from 1998-2006. At that time bandwidth demands at the remote locations were increasing, and these lower speed leased lines could no longer support that bandwidth demand.

Information Technology originally sat down with a private company and discussed the possibility of developing a private fiber network to support these remote City buildings. The cost was estimated to be over 1.6 million dollars with annual right of way fees in excess of \$75K per year. Michigan Lightwave already had a fiber network in the ground that was close to the eight remote City buildings that needed connectivity. The City entered into an agreement with Michigan Lightwave to lease the fiber optic lines for a 10 year term with 4 additional 5 year options. The City expended \$47,716.60 to extend the fiber optic network from the road to the building at each location. The annual lease payment for the 10 year agreement was \$45,330.

Michigan Lightwave sold their interest in the fiber optic network to Comlink in 2013. Comlink took over the existing agreement and support for the fiber optic network. This transition was very seamless and Comlink has been an excellent vendor for the past three years. The existing 10 year agreement expires in July 2016. Information Technology is now utilizing these fiber optic lines to provide all voice and data communications to these remote locations. Network connectivity is critical for employees at these locations to perform their daily job duties and provide services to the residents. Information Technology is requesting implementing the first five year extension to renew the fiber optic lease with Comlink for a term ending July 2021. The new pricing schedule is listed below.

Date	Payment Due
8/1/2016	\$55,746.87
8/1/2017	\$57,419.28
8/1/2018	\$59,141.86
8/1/2019	\$60,916.11
8/1/2020	\$62,743.60

Information Technology has annual operating budget funds for the fiber optic lease payment in account 11717258-922001.

Please contact me if you have any questions.



City of Sterling Heights
4055 Utica Road, PO Box - 8009
Sterling Heights, MI 48311 – 8009

Lease Extension of Terms of Master Service Agreement for Connection and Lease of Comlink Network to Sterling Heights Facilities:

Lease Extension: August 1, 2016 through July 31, 2021

With 3 additional extensions of five (5) years terms upon the same terms and conditions set forth in the Master Agreement.

Per Master Service Agreement dated 8/18/2006

Per Macomb County-Michigan Lightwave purchase agreement dated 12/31/12

Per Michigan Lightwave LLC Memorandum dated 3/11/13

Terms of Payment. City of Sterling Heights agrees to pay Comlink for services in advance on an annual basis based upon the compensation due for the Customer Facilities being serviced by Comlink in accordance with the rate schedule set for on Exhibit A below.

Comlink, LLC.

_____ Date: _____
Name: William Goodfellow
Title: Vice President of Operations

City of Sterling Heights

_____ Date: _____
Name:

Title: Mayor

_____ Date: _____
Name:
Title: City Clerk



Exhibit A

Price Schedule

Date	Payment Due
8/1/2016	\$55,746.87
8/1/2017	\$57,419.28
8/1/2018	\$59,141.86
8/1/2019	\$60,916.11
8/1/2020	\$62,743.60

FACILITIES SERVED:

SERVICE COMMENCEMENT DATE: 8/1, 2006

CUSTOMER NAME, ADDRESS AND AUTHORIZED REPRESENTATIVE INFORMATION:

Michigan Lightwave L.L.C.

**MASTER SERVICE AGREEMENT FOR CONNECTION AND LEASE OF
MICHIGAN LIGHTWAVE, L.L.C. NETWORK TO STERLING HEIGHTS FACILITIES**

This Service Agreement for Connection and Lease of Michigan Lightwave, L.L.C. Network to Sterling Heights Facilities dated July 18, 2006 is made between MICHIGAN LIGHTWAVE, L.L.C., a Michigan limited liability company, located at 3529 W. Genesee, Lapeer, Michigan 48446 ("MLW") and the CITY OF STERLING HEIGHTS, a Michigan municipal corporation, whose address is 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009 ("Customer").

RECITALS

A. MLW (or its affiliated company Fiber Link, Inc.) has installed fiber optic cable throughout designated areas of the County of Macomb, some of which is owned by MLW and available for lease to private and public companies and organizations to serve their facilities ("MLW Network").

B. MLW is in the business of leasing surplus fiber optic filaments within the MLW Network to private and public companies and organizations through service arrangements with MLW.

C. At the present time, MLW is the only provider of fiber optic cable which has surplus capacity available to be used by Customer to serve Customer's various facilities without the cost-prohibitive construction of a Customer-owned fiber optic network.

D. Customer is interested in entering into a service agreement with MLW for (i) the installation of fiber optic filaments within conduit within public rights-of-way and easements as required to extend the MLW Network to serve Customer's designated facilities, (ii) the installation of fiber optic filaments and conduit between the MLW Network and Customer's designated facilities, and (iii) the lease of two single mode fiber optic cable filaments within conduit to serve the designated Customer Facilities as more fully set forth in this Agreement.

MLW and Customer agree as follows:

Obligations of MLW

1. Service(s). MLW shall provide all of the services necessary to connect the MLW Network with Customer's designated facilities within the City of Sterling Heights, initially consisting of the nine locations listed on Exhibit A and depicted on Exhibit B, individually referred to as a "Customer Facility" or by the name designated on Exhibit A, and collectively referred to as the "Customer Facilities". The services to be furnished shall include but not limited to the construction, installation, leasing, and maintenance of two (2) single mode fiber optic cable filaments in conduit as more fully set forth on attached Exhibit C and depicted on Exhibit D. The portion of the MLW Network depicted on Exhibit D with blue markings identifies existing portions of the MLW Network that do not have to be initially constructed for service to the adjacent Customer Facilities. The portion of the MLW Network depicted on Exhibit D with red markings depicts the portion of the MLW Network that must be expanded by the installation of additional fiber optic filaments in conduit in order to serve adjacent Customer Facilities in accordance with the terms of this Agreement.

Customer and MLW acknowledge that Customer may request MLW to connect additional Customer Facilities other than those listed on Exhibit A at a later date. Upon written request of Customer, accompanied by an executed Addendum to this Master Service Agreement in the form attached as Exhibit E containing mutually agreeable terms for the connection of such Facility to the MLW Network and the lease of the necessary fiber optic filaments to Customer to serve such additional Customer Facility, MLW agrees to connect the additional Customer Facility and lease the fiber optic filaments necessary to connect the additional Customer Facility to the MLW Network. Customer and MLW agree to execute and deliver an Addendum to this Master Service Agreement each time an additional Customer Facility is connected to the MLW Network.

All fiber optic cable, conduit, equipment and fixtures installed on Customer's Facilities shall become the property of Customer. All fiber optic cable, conduit, equipment, and fixtures installed on the property of others or within the right of way or within an easement granted by persons other than Customer shall be the property of MLW. MLW shall provide a bill of sale in form satisfactory to Customer's City Attorney conveying ownership of same to Customer free of any liens or encumbrances for all fiber optic cable, conduit, equipment and fixtures installed on Customer Facilities.

2. Term of Service; Extension of Term. MLW will provide the service(s) at the rates set forth on Exhibit F for a period of ten (10) continuous years following the Service Commencement Date written above. At Customer's option exercised by written notice prior to the end of the then current term, this Agreement (as supplemented by any Addenda for Additional Customer Facilities) shall be extended for up to four (4) additional five (5) year terms upon the same terms and conditions set forth in this Master Agreement, except that the rates set forth on Exhibit F may be adjusted (upward or downward) to match the average lease rate to municipal or public entities in effect at the time of renewal but in any event not to exceed these initial rates as adjusted by increases in the Consumer Price Index for Macomb County, Michigan during the relevant time period.

3. Point of Demarcation. The point of Demarcation for all services provided shall be the port connection on the fiber optic patch panel provided by MLW. The patch panel shall be located within fifty (50) feet of the building entry for the fiber cable.

4. Repairs and Maintenance. MLW agrees to repair and maintain at no charge to Customer all components supplied under this Agreement and which are a part of the MLW Network and are required for fiber optic service to operate on Customer's Facilities, except for (a) supplied components located on Customer Facility sites that are damaged or destroyed, and (b) Customer supplied hardware necessary for Customer to operate its applications using the MLW Network.

5. Insurance and Indemnity. MLW (and any approved subcontractors or affiliates) shall meet Customer's insurance and indemnity requirements as set forth on Exhibit G. MLW (and any approved subcontractors or affiliates working on Customer's Facility sites) shall furnish to Customer written proof of insurance in the form set forth on Exhibit H.

Failure of MLW to maintain in full effect, the coverage's identified and required herein, shall constitute a material breach of this Agreement and the Customer may then, at its sole option, terminate this Agreement immediately.

Obligations of Customer

6. Terms of Payment. Customer agrees to pay MLW for service(s) in advance on an annual basis based upon the compensation due for the Customer Facilities being serviced by MLW in accordance with the rate schedule set forth on Exhibit F. If additional Customer Facilities are connected to the MLW Network during the term of this Master Service Agreement (or conversely, certain Customer Facilities disconnected from the MLW Network due to discontinuance of use of the Customer Facility), the amount due shall be adjusted in accordance with the Rate Schedule and the Addendum applicable to the additional Customer Facility, with any lease payments for the first lease period prorated if acceptance testing is satisfactorily completed in the middle of a lease cycle (which shall be from July 1 to June 30). Construction payments due shall be paid as follows: fifty percent (50%) down payment, with the balance to be paid within thirty (30) days of completion of acceptance testing, subject to City Council approval as required by law. The rate for services shall be as set forth on Exhibit F. In the first year, the first payment shall be made when acceptance testing is satisfactorily completed and on a prorated basis if acceptance testing is completed in the middle of an annual payment cycle.

7. Termination of Service(s) – Cancellation Charges. In the event Customer terminates this Agreement during the initial ten (10) year lease period without cause, or declines to lease the fiber optic service(s) for a particular Customer Facility once MLW has completed connection at such Customer Facility within ten (10) years from the Service Commencement Date contained in this Agreement, Customer agrees to pay MLW an amount equal to the sum of ten (10) annual payments attributable to the Customer Facilities initially covered by this Master Agreement, less the sum of all annual payments made for the service(s) (a) prior to termination of the services as to the Customer Facilities for which services have been terminated, and (b) those made prior to expiration of the remaining term (if related to Customer Facilities that were not terminated during the initial ten (10) year term).

If within the first five (5) years of service, Customer purchases an upgrade of service which exceeds the bandwidth of the service(s) provided at the initiation of this Agreement, then the full amount of the cancellation charges shall be waived. Customer further agrees to grant MLW access to facilities for the purpose of removing all cable and equipment installed by MLW upon termination of services, and MLW shall be required to restore Customer's property to the same condition as existed prior to any services being provided by MLW.

The cancellation charges shall not apply if MLW has materially defaulted in the performance of its obligations under this Agreement.

If Customer terminates service for cause during an annual lease cycle, for which Customer has paid annual rent in advance, MLW shall, within thirty (30) days of termination, refund the portion of the annual lease payment attributable to the part of the annual period that remains at the date of termination.

8. Environmental Considerations. Customer agrees to provide a reasonably clean and secure environment for the placement of cable and equipment supplied by MLW under this Agreement.

9. Building Access. Customer agrees to provide MLW with access to the cable and equipment located on Customer Facilities for the purpose of maintenance, inspection, and repairs. Such access shall be provided during the normal business hours observed at the Customer's buildings identified in this Agreement.

General Provisions

10. Service Interruptions Caused by Construction and System Maintenance Activities. MLW is aware that Customer's Facilities to be served by MLW Network are critical facilities that are in current use and operation (many on a 24/7 basis), that require continuous access and use by City personnel and the public. MLW shall perform all required services (including construction activities) in a safe workmanlike manner so as to minimize access or interference with use by City personnel and the public. MLW shall where appropriate install construction fences to prevent access or injury to uses of Customer's Facilities during the construction or maintenance activities. (MLW's system maintenance normally will not result in material service interruptions.) In the event that system maintenance may require interruption of service to a material degree, MLW shall, to the extent possible, make a determination of a possible interruption and shall so notify Customer within a reasonable period of time prior to such interruption. MLW agrees to undertake all necessary maintenance or repairs to the extent possible with minimal disruption of service so long as it will not prevent or impede Customer's use of its Facilities.

11. Non Payment and Suspension of Service. Provided MLW is not in default with respect to its obligations to Customer under this Agreement, MLW shall have the right, after giving thirty (30) days written notice, to suspend any or all services under this Agreement if Customer defaults with respect to payment of its obligations under this Agreement until such time that the full arrearage is paid. If after giving thirty (30) days written notice, payment in full has not been made and provided further that MLW is not in default with respect to its obligations, MLW shall have the right to terminate this Agreement. In the event of such an occurrence within five (5) years from the initiation of service, Customer agrees to pay the amount of the cancellation charges due under Section 6 above.

12. Completion of Work; Force Majeure. MLW shall complete the connection for each Customer Facility where there is no need to extend the MLW Network within ninety (90) days of the date that the work is begun. The connection of each Customer Facility where there is a need to install fiber optic cable within the right-of-way or within an easement where service is not currently available shall be completed within ninety (90) days of the time that MLW obtains the necessary permits and installations from Detroit Edison. MLW shall diligently pursue such approvals from Detroit Edison. Customer acknowledges that the City Administration Customer Facility must be completed first. Notwithstanding any other term or provision in this Agreement, neither party shall be liable to the other or any other person, firm, or entity for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of such party. Such causes shall include, without limitation, act of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, or action of the United States government (including state and local governments or of any department, agency, commission, court bureau or other instrumentality of said governments) or of any civil or military authority, national emergencies, riots, or wars. The excused party shall act in good faith and as promptly as possible to remove such inability to perform. Once the inability to perform has been removed the party shall proceed to meet its obligation under this Agreement.

13. General Limitation of Liability. This Section shall be a general limitation of liability under this Agreement, applying in all events and any other term or provision in this Agreement to the contrary notwithstanding:

(A) Service or Transmission Interruptions: Unless the service or transmission interruption is due to the negligent or willful acts or omissions of a party or its agents, that party shall not be liable to the other or to any other person, firm, or entity in any respect whatsoever (including, without limitation, for damages) arising out of mistakes, accidents, errors, omission, interruptions or defects in transmission, or delays, including those which may be caused by regulatory or judicial authorities, occurring in the course of furnishing the services prescribed by under this Agreement.

(B) Equipment Damage: Each party shall pay the other for any loss or damage caused to any of its facilities, equipment, or other property by the other's negligent or willful acts or omissions. MLW shall indemnify, defend and hold harmless Customer and its agents and representatives of and from (including reimbursement for reasonable attorney fees and costs) any and all claims, demands and causes of actions arising out of any such damage caused to Customer's equipment or property by MLW's negligent or willful acts or omissions.

(C) All Other Liability: Each party shall have no liability of any kind whatsoever to any person, firm, or entity for any act or omission of itself, its agents, employees, or other representatives, except as to Subparagraphs (A) and (B) above and except MLW shall indemnify Customer and hold it harmless (including reimbursement for reasonable attorney fees and costs) with respect to any and all loss, damage, liability, or expense asserted against Customer by a third party on account of any property damage or personal injury caused by an act or omission of MLW as a result of its sole negligence or willful misconduct or the negligence or willful misconduct of its agents, employees or representatives, arising out of its performance of this Agreement.

14. Dispute Resolution. In the event a dispute arises between Customer and MLW concerning the performance of this Agreement, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. Customer and MLW agree that neither party will file a lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Agreement, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY THE PARTIES WHICH CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

15. Assignment or Subcontracting of Obligations by MLW. MLW shall not assign or subcontract its obligations under this Agreement to any party, except that MLW may subcontract the construction activities set forth on Exhibit C to its affiliated company, Fiber Link, Inc. In such instances, but undertaking the construction work, Fiber Link shall be required to comply with all provisions of this Agreement applicable to such construction activities.

16. Effect of Agreement. This Agreement supersedes any and all oral and/or written agreements offers, or understandings previously made between the parties, and there are no other understandings or agreements other than those included herein.

17. Relationship between the Parties. This Agreement shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between the Customer and MLW.

18. Notice. Any notice permitted or required to be given under this Agreement shall be deemed given if given in accordance with the following;

19. Additional Provisions.

(A) The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of any extension of time for performance shall not constitute the permanent waive of any term or condition of this Agreement and this Agreement shall remain at all times in full force and effect until modified by the parties in writing;

(B) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns;

(C) If any part of any provision of this Agreement, or any document or writing given pursuant to or in connection with this Agreement, shall be invalid or unenforceable under applicable law, the remaining parts of said provisions or the remaining provisions of this Agreement shall be enforceable to the maximum extent permitted by law, provided that such remaining provisions effectuate fully the intent of the parties to this Agreement; and

(D) Descriptive headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

MICHIGAN LIGHTWAVE, L.L.C

By: Thomas E. Davis
Thomas E. Davis

Date: 8-1-06

CUSTOMER: CITY OF STERLING HEIGHTS

By: Richard J. Notte
Richard J. Notte
Mayor

Date: 8-4-06

and

By: Walter C. Blessed
Walter C. Blessed
City Clerk

Date: 8-2-06

EXHIBIT A

Facility Name	Facility Address
Administration	40555 Utica Road
Central Fire Station	38911 Van Dyke
Fire Station 2	12825 19 Mile Road
Fire Station 3	5250 15 Mile Road
Fire Station 4	12850 15 Mile Road
Fire Station 5	41625 Ryan Road
Nature Center	42700 Utica Road
Parks & Grounds	12260 Clinton River Road
Public Works	7200 18 Mile Road

EXHIBIT B
Depiction of Customer Facility Sites
(Detail of Installation for Customer Facility)

EXHIBIT B

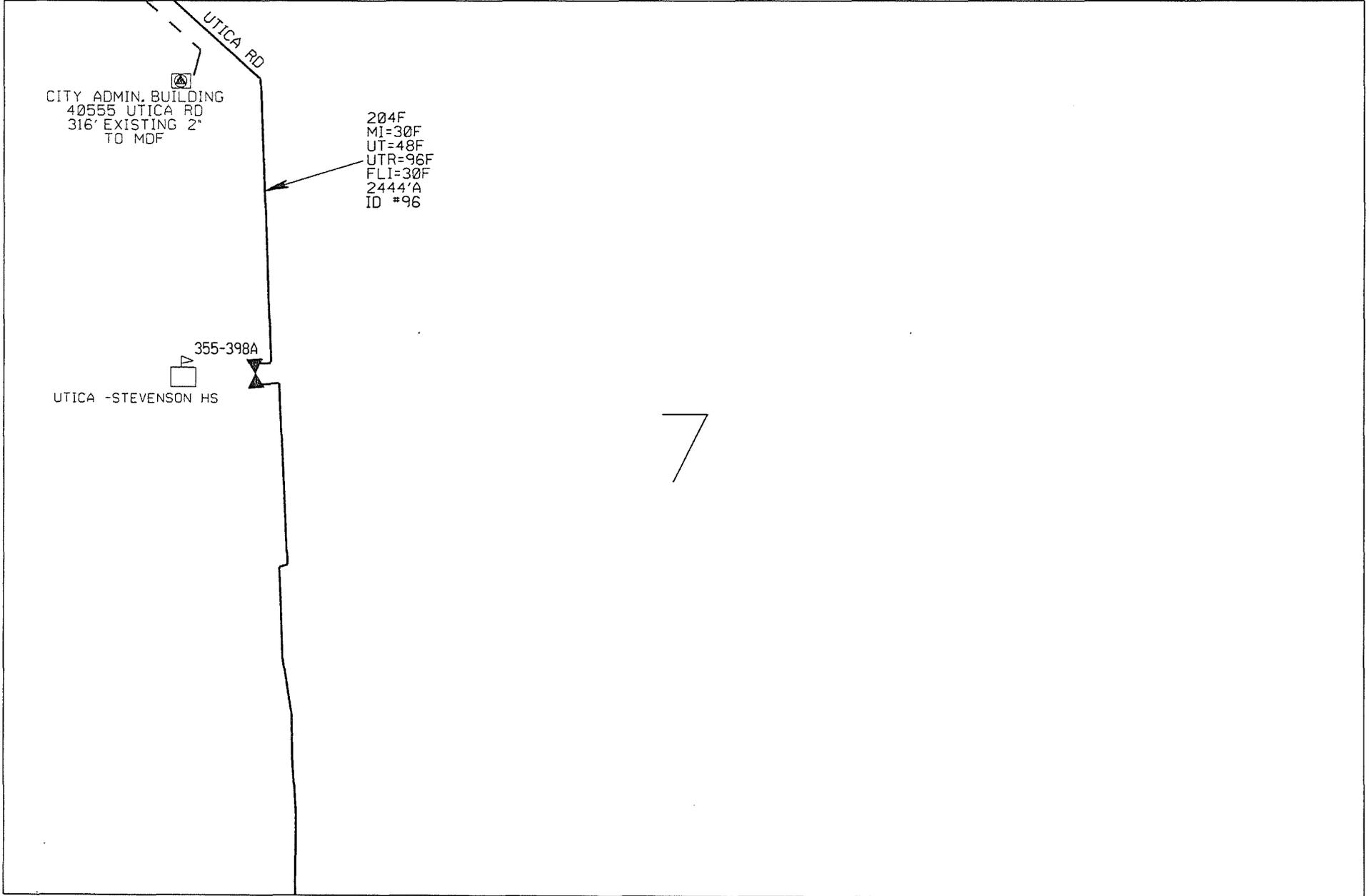


EXHIBIT B

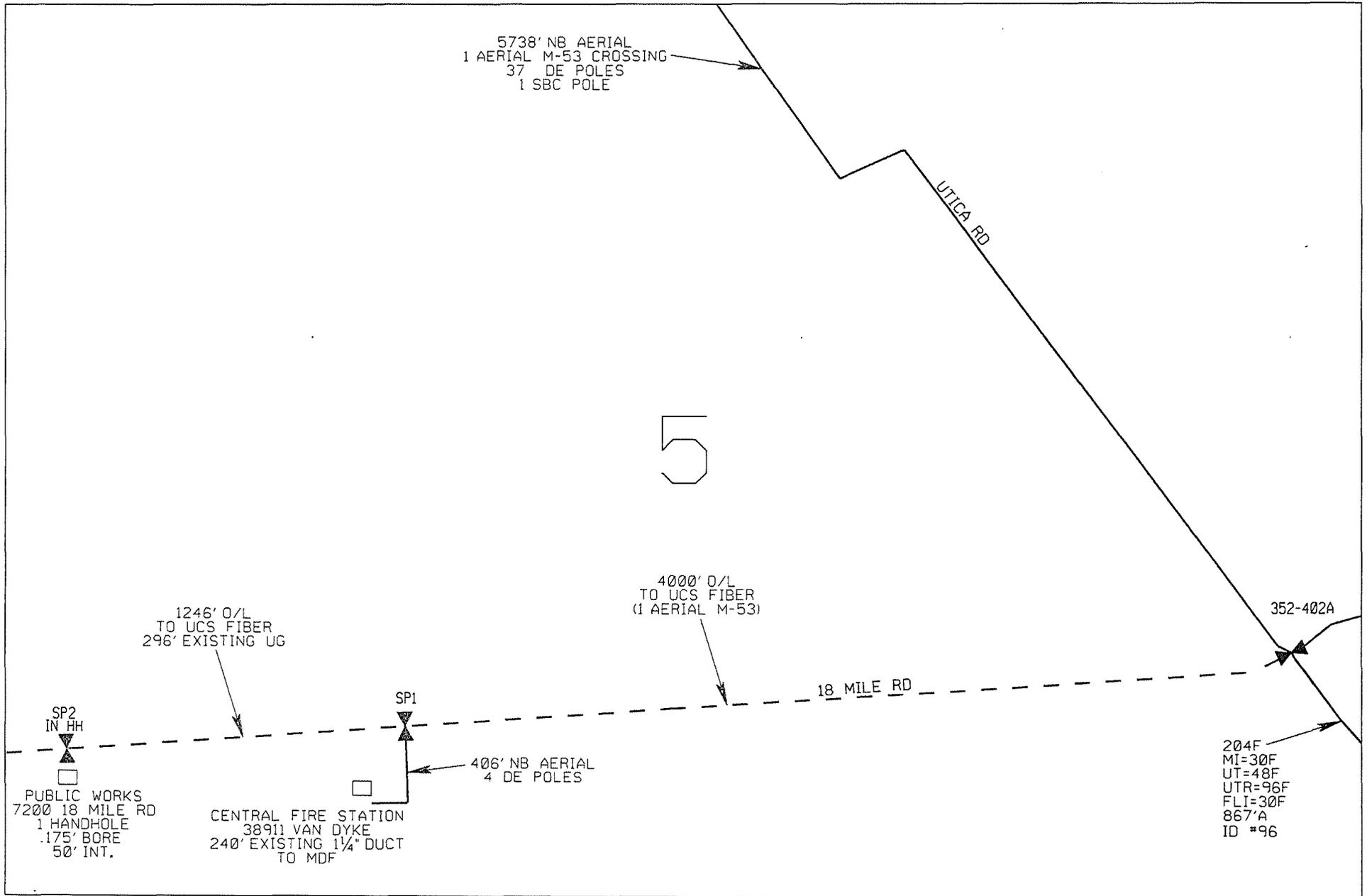


EXHIBIT B

VAN DYKE

5773' NB AERIAL
41 DE POLES

5A

EXHIBIT B



CENTRAL FIRE STATION
38911 VAN DYKE
240' EXISTING 1¼" DUCT
TO MDF

5B

EXHIBIT B

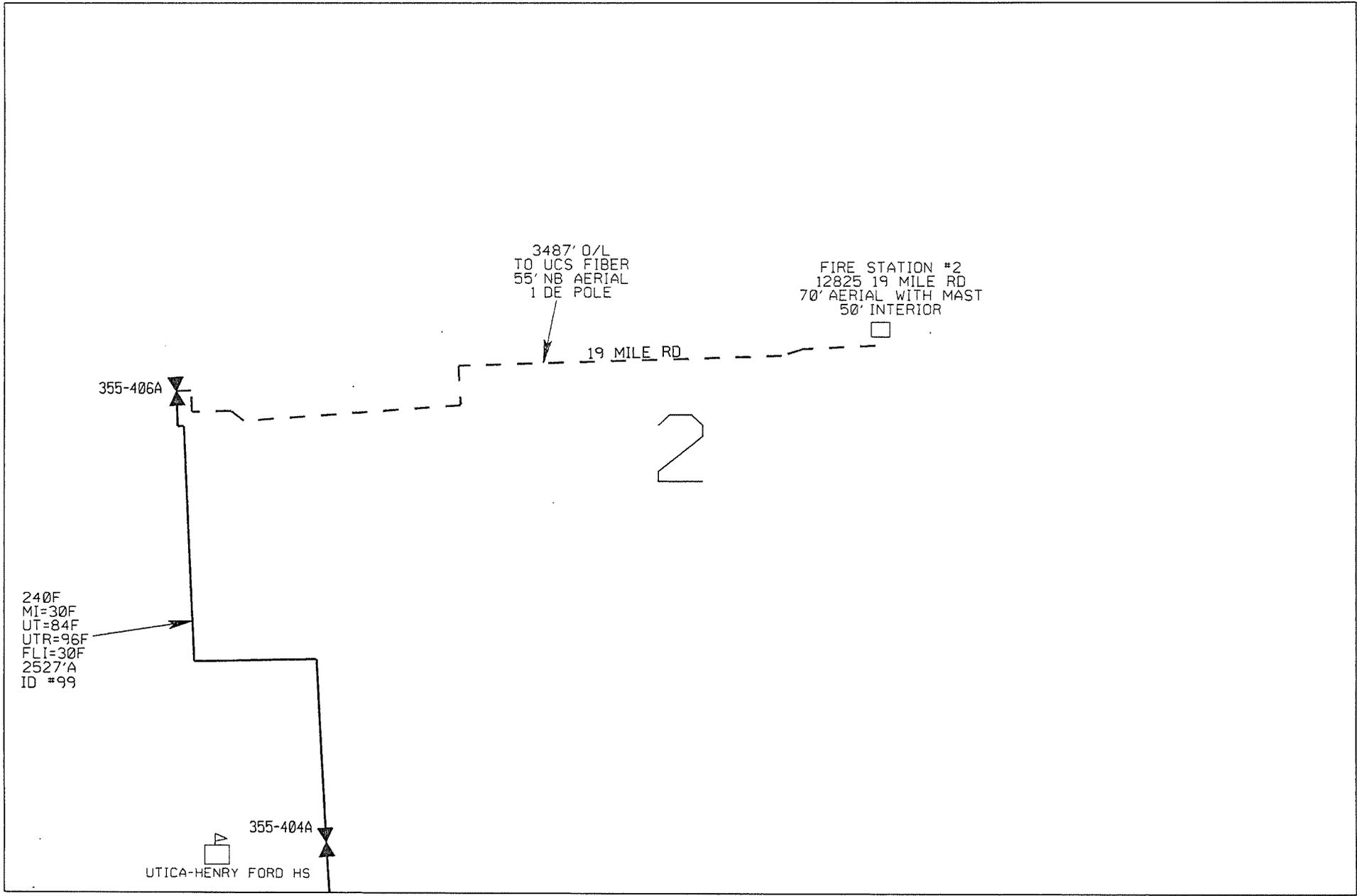


EXHIBIT B

13


FIRE STATION #3
5250 15 MILE RD
65' AERIAL
50' INTERIOR

EXHIBIT B

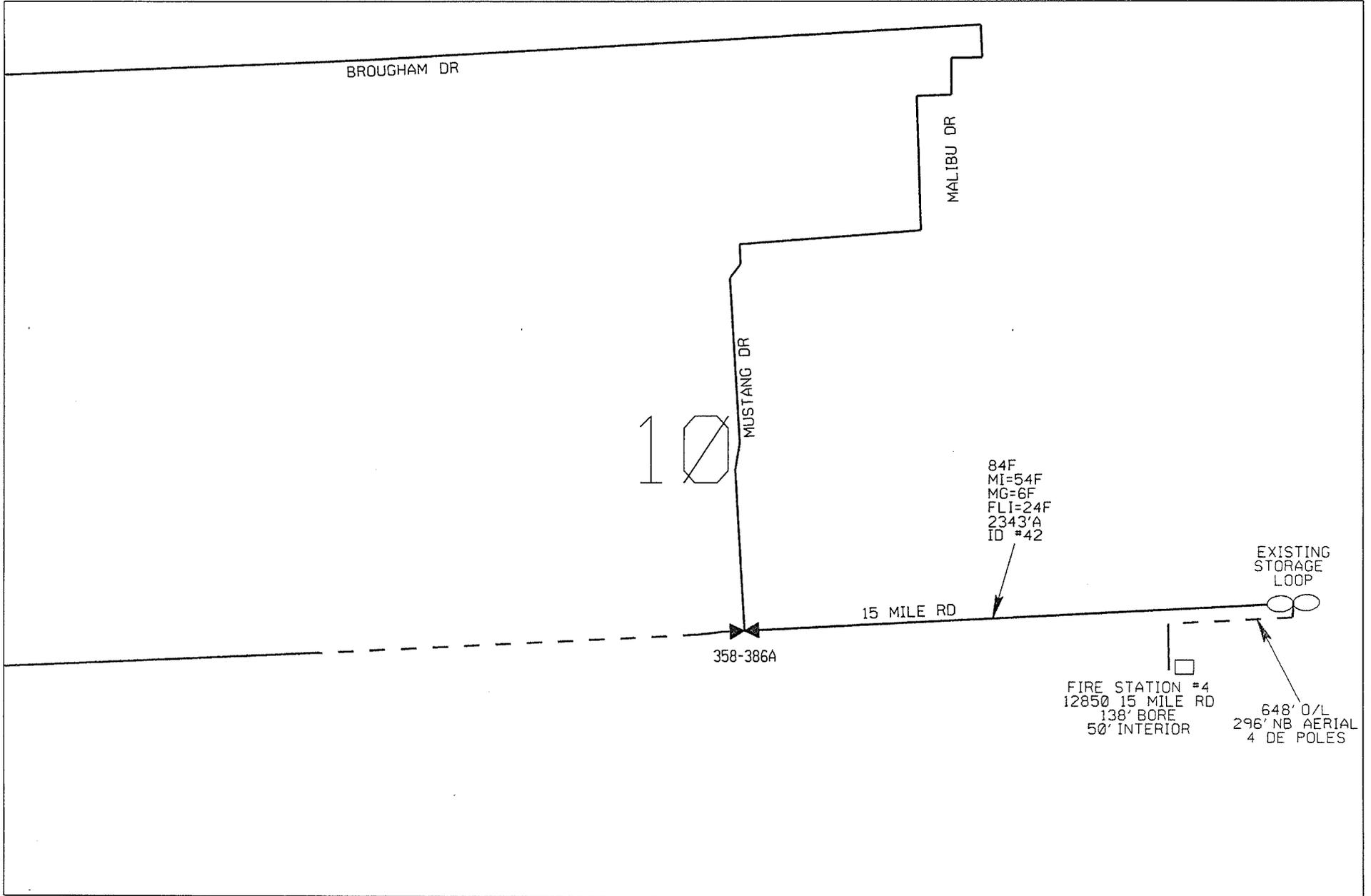


EXHIBIT B

FIRE STATION #5
41625 RYAN RD
280' PLOW
50' INTERIOR
(POSSIBLE EXISTING 4')

3

RYAN RD

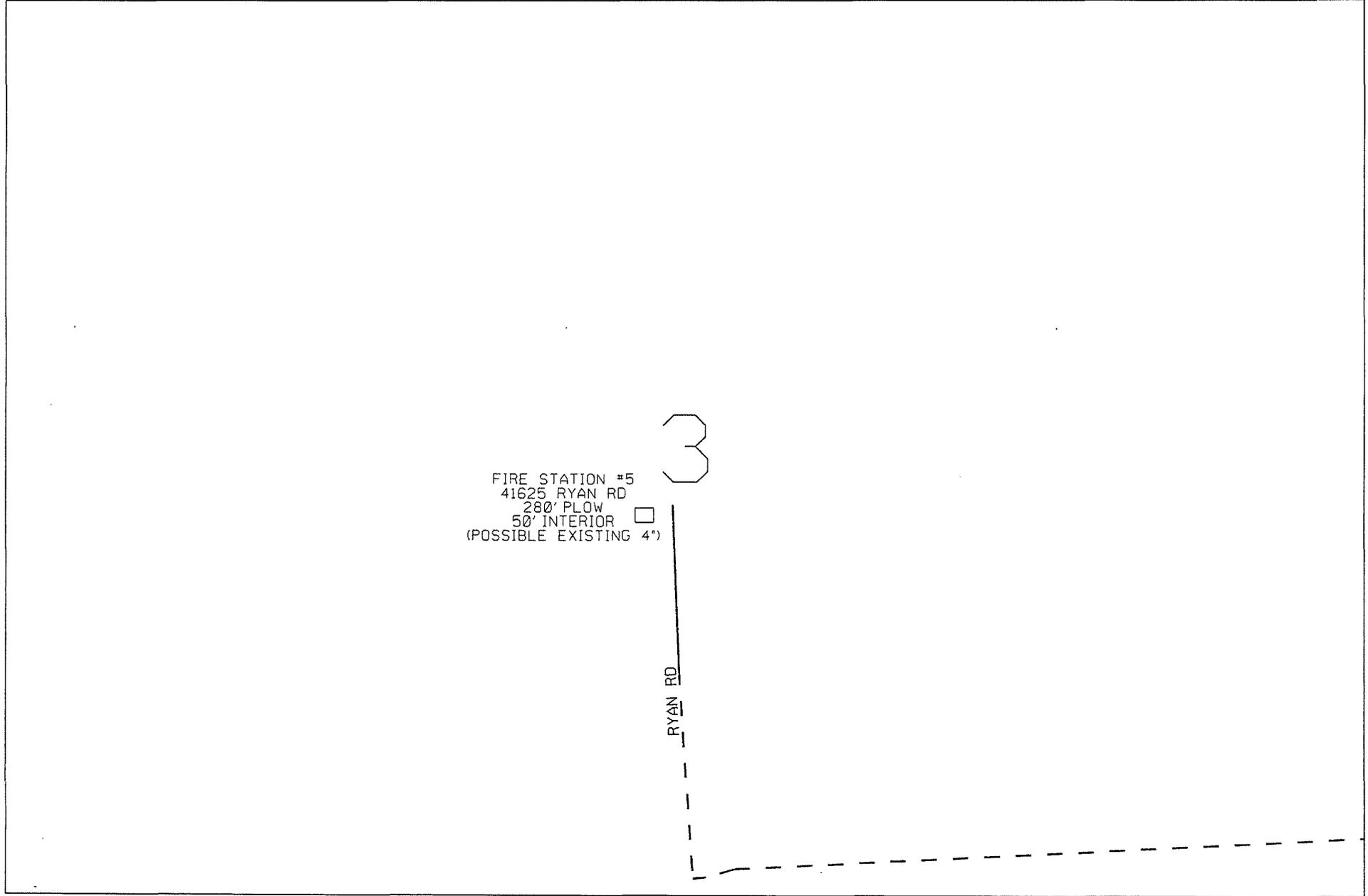
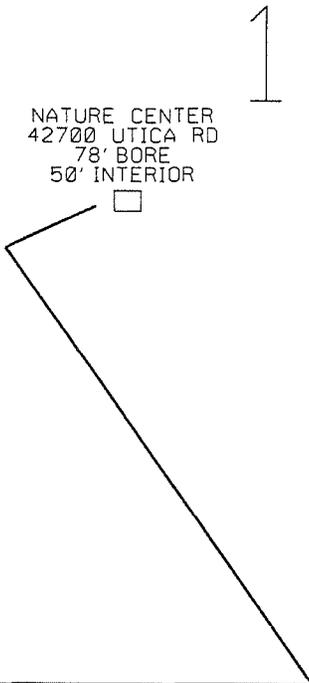


EXHIBIT B



NATURE CENTER
42700 UTICA RD
78' BORE
50' INTERIOR

EXHIBIT B

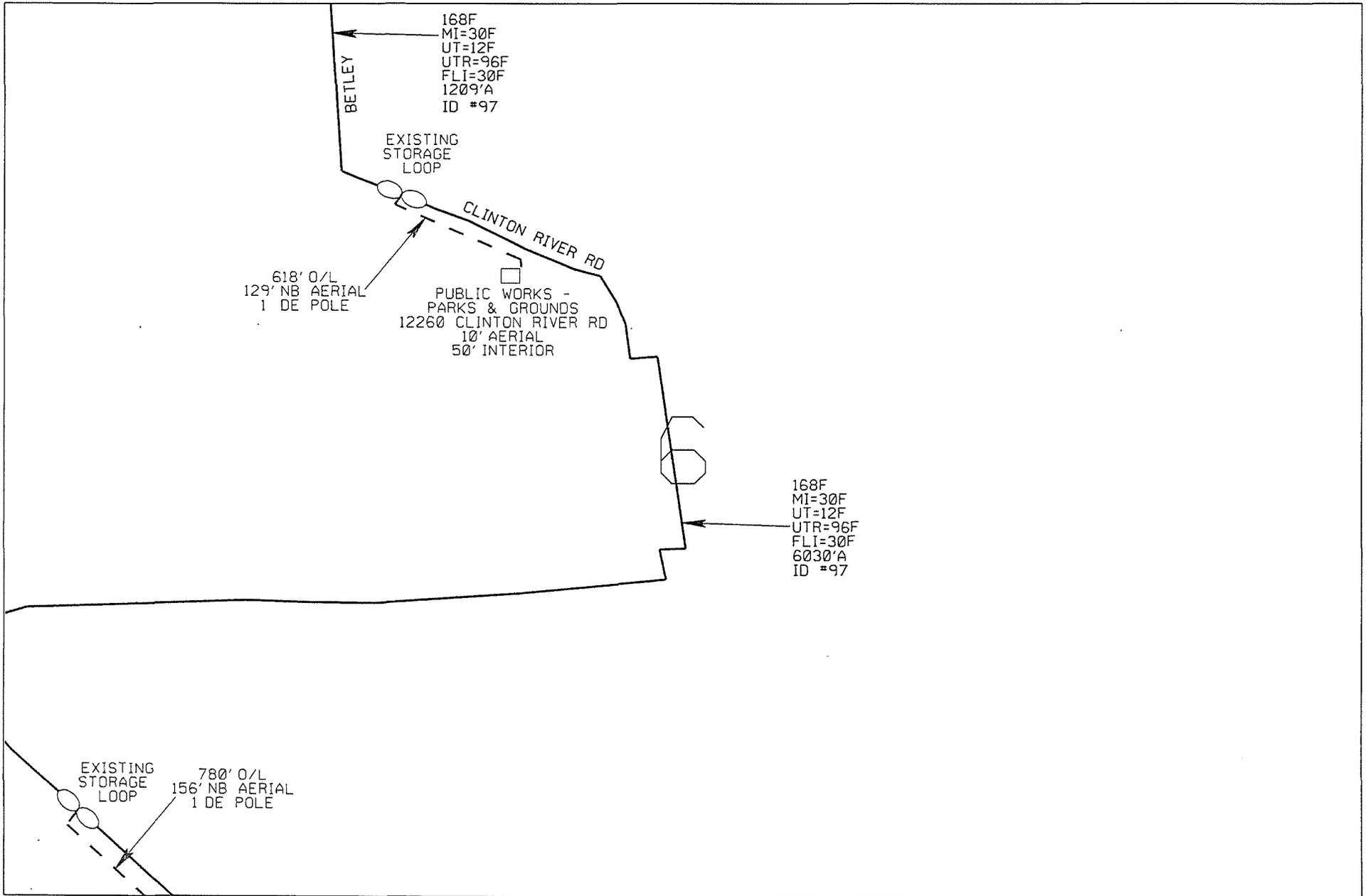


EXHIBIT B

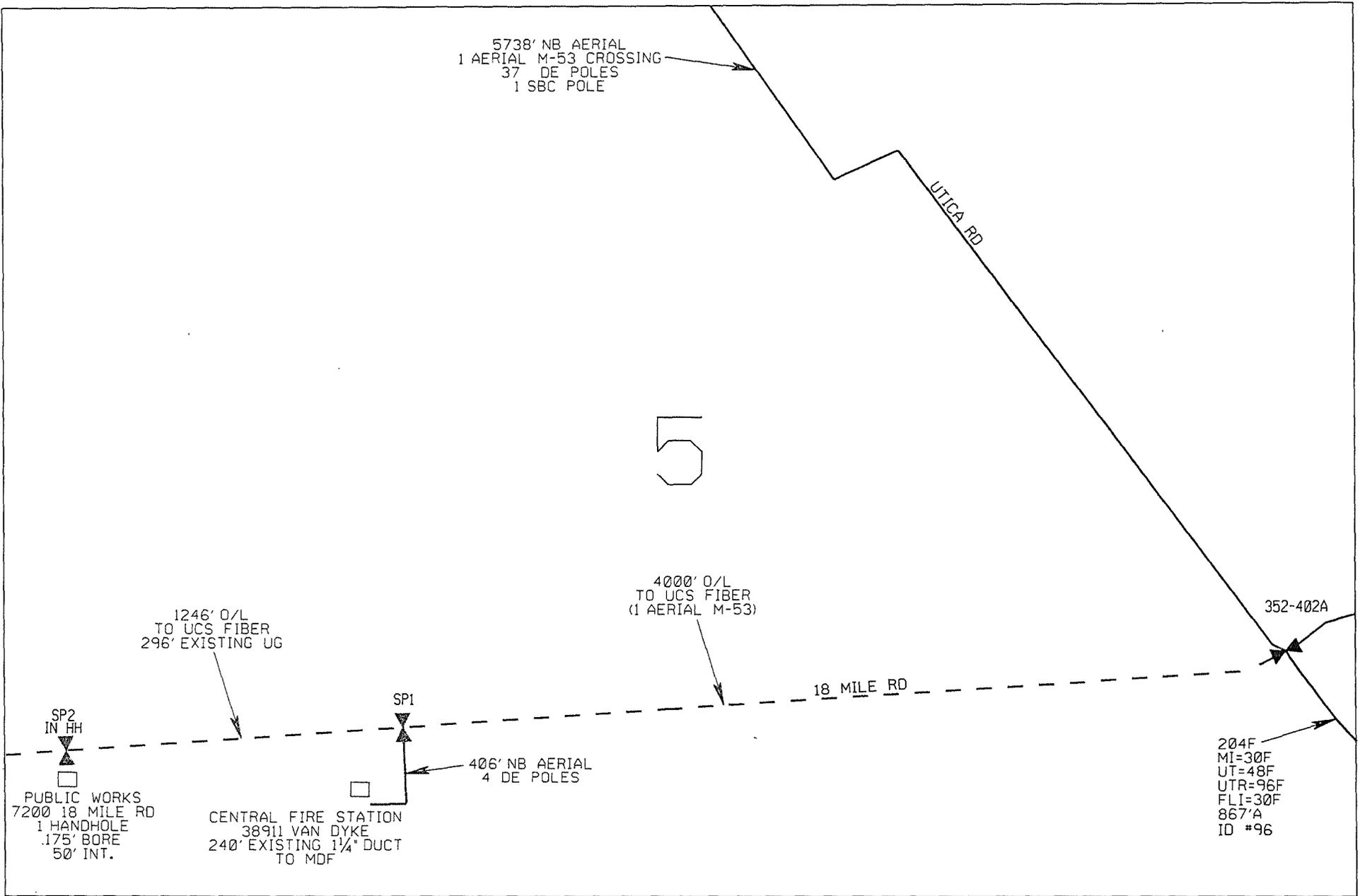


EXHIBIT C
Description of Services

Construction Services:

All materials and services necessary to connect Customer's Facilities set forth on Exhibit A (and any addenda) to the MLW Network with underground installation at Customer Facilities where utilities are underground and with aerial installation at Customer Facilities where utilities are entirely overhead, the extension of the MLW Network in order to make the MLW Network operational at all Customer Facilities on Exhibit A (as supplemented by any addenda), the obtaining of any necessary approvals, licenses, franchises, right of way or building permits, certificates, any necessary inspections, and any other necessary approvals of any kind, including protecting all underground facilities in compliance with Michigan Public Act 53 of 1974 - Protection of Underground Facilities (aka MISS DIG). If any damage occurs, contractor shall stop work and notify the utility and the City immediately, and shall also take all necessary steps to protect persons and property.

MLW shall be responsible for payment for all labor, materials, bonds, permit fees, insurance, or any other charges associated with this project, and shall not allow any liens or other attachments to the Customer Facilities.

Lease Services:

The use of the fiber optic filaments in the MLW Network and all associated equipment necessary to connect Customer's Facilities to the MLW Network

Maintenance and Repair Services:

All parts, materials and labor to maintain the MLW Network and the connection between Customer Facilities and the MLW Network. Except in cases where force majeure applies, response time for service by MLW shall be no greater than 4 hours from the time the service call is placed

EXHIBIT D
Depiction of MLW Network Connection and Extension

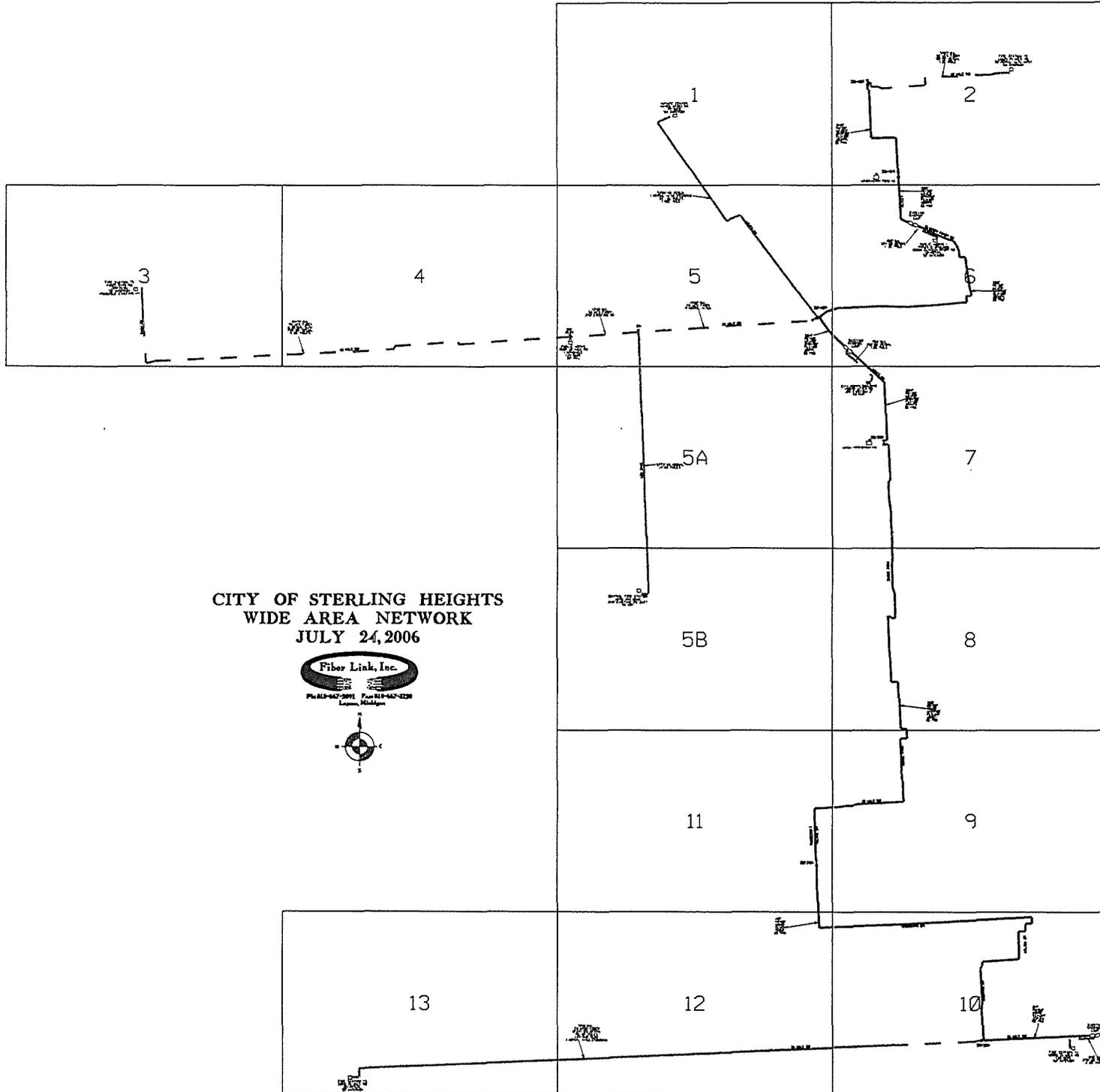


EXHIBIT E
Addendum to Master Service Agreement
for Additional Facilities

<u>Additional Facility Address</u>	<u>Additional Facility Name</u>	<u>Additional Payments Construction/Lease</u>	<u>Lease Ending-Date</u>
------------------------------------	---------------------------------	---	--------------------------

Customer and MLW agree that the Master Service Agreement shall be modified as set forth in this Addendum in connection with the extension of fiber optic service to the Additional Customer Facilities set forth above. The Construction Payment shall be based upon the Cost of Time and Materials furnished to Customer payable as follows: fifty percent (50 %) down payment, with the balance to be paid upon completion and acceptance of the Work, and the additional Lease compensation shall be based upon the unit prices set forth in Exhibit F (unless otherwise mutually agreed in writing between MLW and Customer). The lease payments shall begin after acceptance testing is satisfactorily completed and shall be prorated for any period that is not a full month. Except as otherwise provided in this Addendum, all of the remaining terms of the Master Service Agreement shall apply to the connection of the additional Customer Facilities. The term for the lease shall be for the unexpired term of the lease term under the Master Service Agreement, so that all of the leases for Customer's Facilities will end (or be extended) on the same lease cycle.

CUSTOMER:

MLW:





Title of Authorized Representative

Title of Authorized Representative

Dated: 8-4-06

Dated: 8-1-06

EXHIBIT F

<u>Location</u>	<u>Address</u>	<u>Cost to Extend City Network to Michigan Lightwave Dark Fiber</u>	<u>Annual Lease for Payment</u>	<u>Associated Drawings</u>
Administration	40555 Utica Road	7,855.93	3,699.53	CityAdmin.pdf
Central Fire Station	38911 Van Dyke	5,355.32	1,583.23	CentralFire.pdf CentralFireA.pdf CentralFireB.pdf
Fire Station 2	12825 19 Mile Road	3,577.81	2,887.51	FireStation2.pdf
Fire Station 3	5250 15 Mile Road	3,486.29	16,357.86	FireStation3.pdf
Fire Station 4	12850 15 Mile Road	7,290.21	3,570.82	FireStation4.pdf
Fire Station 5	41625 Ryan Road	6,593.16	8,384.47	FireStation5.pdf
Nature Center	42700 Utica Road	3,930.01	5,673.67	NatureCenter.pdf
Parks & Grounds	12260 Clinton River Road	4,473.12	1,154.93	ParksandGrounds.pdf
Public Works	7200 18 Mile Road	5,154.75	2,015.29	PublicWorks.pdf
		\$47,716.60	\$45,327.31 *	

* Rates reflect 5% reduction due to annual payments

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider adoption of a resolution to place on the ballot for the November 8, 2016 election an amendment to the City Charter for the purpose of authorizing a levy of a special, dedicated millage to acquire, construct, furnish, equip and operate parks and recreation improvements. (Presentation – Kyle Langlois, Parks and Recreation Director).

Submitted By: Parks and Recreation Department

Contact Person/Telephone: Kyle Langlois, CPRP, Parks and Recreation Director (586) 446-2705

Administration (initial as applicable)

Attachments

<u>MC</u> City Clerk	<u>X</u> Resolution	<u> </u> Minutes
<u>BB</u> Finance & Budget Director	<u> </u> Ordinance	<u> </u> Plan/Map
<u>MK</u> City Attorney (as to legal form)	<u> </u> Contract	<u>X</u> Other
<u>WTS</u> City Manager		

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary

Introduction – Over the course of its nearly fifty year history, the city of Sterling Heights has established itself as a premier, full-service municipality. Following a model that emphasized low taxes, quality and efficient public services, and an excellent residential, commercial and industrial tax base, the City has been able to sustain growth and a high level of investment.

However, the Sterling Heights of 2016 is far different than the municipality that was born in 1968. Physically, the City is nearly built out. There is a dwindling supply of land available for residential, commercial, and industrial development. The City is still feeling the effects of the worst economic period in its history where the decline of property values in all sectors had a dramatic impact on the City's finances. The poor financial condition of federal, state, and local governments all combine to adversely impact the ability of the City to both retain and attract residents and businesses. The City's population is growing older, with a higher proportion of its residents living in homes without school age children.

While these changes do not have an immediate impact on the quality of life in Sterling Heights, they are symptomatic of the City entering a stage of its life cycle where, without change, growth stagnates and a gradual, overall decline in the quality of community life follows. Rather than to accept this as an inevitability, City Administration undertook *Visioning 2030*, a strategic planning initiative that worked to establish the blueprint for Sterling Heights to thrive over the next segment of its life cycle.

Following a thorough analysis of the City's strengths, weaknesses, opportunities, and threats (SWOT), the Visioning 2030 team, with input for key stakeholders, established the following Vision Statement:

A vibrant, inclusive community for residents and businesses that is safe, active, progressive and distinctive. Sterling Heights - a bold vision for an exceptional quality of life.

To ensure that this Vision became reality, the Visioning 2030 team established the following guiding principles:

- *Safe, well maintained and desirable neighborhoods enhanced by great schools*
- *Plentiful leisure and recreation opportunities featuring fully utilized parks*
- *Abundant pathways for biking and walking*
- *Focal points that are both public and private to serve as destinations for residents and visitors*
- *Well maintained and aesthetically pleasing roads and green spaces*
- *Successful, vibrant and attractive commercial centers with unique offerings*
- *Destination for high-tech and emerging industries and entrepreneurs*

The primary and recurring theme that runs through the Vision Statement and the Guiding Principles is creating a sense of "place" within the City. *Placemaking* is the fundamental, necessary ingredient in order for a city to build positive, lasting relationships with residents. While it is necessary and important to fix potholes, put out fires and catch criminals, these are not factors that make people fall in love with their communities. Today, people want to connect with their community on a different level and a community that doesn't fill this need is likely to decline.

The Vision - The City has moved quickly with placemaking initiatives that have had an immediate impact. The City started the Farmers Market in June, 2015 and the response from residents overwhelmingly positive. The Farmers Market created a synergy where attendance at Music in the Park increased. This is exactly why placemaking works. It brings residents together to interact and have a positive experience.

The next stage for placemaking is to tap into the unique and abundant recreational resources that exist in Sterling Heights, including:

A. Major and Neighborhood Parks. Since the inception of the Boston Commons in 1635, public parks have had an enduring and significant benefit to municipalities. The value of a quality park system is unquestioned, as they increase surrounding property values and afford every resident with a place in close proximity to relax and enjoy a multitude of recreational activities in a clean environment. Almost everyone remembers time spent with family members having fun in a public park. The City is blessed with five major and twenty-six neighborhood parks. There is great potential to offer truly unique recreational opportunities that will create a sense of place within Sterling Heights.

B. Clinton River. One of the safest and most scenic stretches of the Clinton River runs through the heart of the City and is ripe for fun after the City completes a federally-funded clean-out and restoration. This recreational resource is a jewel waiting to be mined.

C. Trails. The City already has a completed recreational trail throughout the City as part of the Freedom Trail that runs from Metropolitan Park in Harrison Township to its connection with the Macomb Orchard Trail in Shelby Township. The City is also part of the Michigan DNR's Iron Belle Trail that will, upon completion, run from Belle Isle in Detroit to Ironwood in the Upper Peninsula. Locally, the City owns land that is ripe for development of a hike / bike trail that will connect the Joseph J. Delia, Jr. Major Park on 18 Mile Road to the 110+ acre Nature Preserve situated off Dobry Drive near Dequindre Road. If developed, this trail promises to create a truly unique recreational opportunity that few communities can match – an ability to hike and bike amid untouched nature with a city of 130,000+ residents.

D. Richard J. Notte City Center. Located at the heart of the City, the Richard J. Notte City Center has great potential to create a greater sense of place. With the draw of Dodge Park, the Senior Center, and an inventory of vacant land in close proximity, the City Center is ripe for placemaking that will be an appeal for residents of all ages.

Making the Vision a Reality – After a thorough evaluation of the resources available, City Administration has identified the following parks and recreation projects that have the greatest potential to positively impact the Sterling Heights community:

A. A new Community Center (Appendix A): The City lacks a true gathering place for its residents. The existing Parks and Recreation Center was constructed in the 1970s as a senior center. At 30,000 square feet, the existing facility cannot accommodate a City population that has grown to 130,000+ residents and is functionally obsolete with respect to the many and varied programs that the City's residents flock to. It is also important to note that this proposed Community Center is not, by design or function, the equivalent to the Family Lifestyle Center that was proposed in the mid-2000 at a cost of \$42 million.

The proposed Community Building is a 122,000 square foot, two story, facility with the following features:

- i. Three (3) multi-purpose gymnasiums clustered in a field house style configuration. This section of the facility would be used for departmental programming, hosting City wide events, and rentals. A walking/jogging track will be on the second level overlooking the gymnasiums. The courts will be marked specifically for:
 1. Basketball
 2. Volleyball
 3. Pickleball/Badminton
 4. Futsal
- ii. Five (5) dedicated dance and fitness rooms to properly serve the current needs of the department as well as allow for expanded offerings based on demand and industry trends.
- iii. A divisible community room with a built in stage that can seat up to 300 guests, which would house the Coffeehouse Concerts, Special Recreation dances, the annual Veteran's Day Ceremony, and entertainment for the Cultural Exchange, in addition to being available for rent by the general public.

- iv. A divisible training/meeting room that will be available for community meetings and departmental programming such as CPR/First Aid classes and Boater's Safety.
- v. Two (2) dedicated rooms, one of which will be for the teen population, and one for Parent and Tot classes, which also is connected to an age appropriate outdoor play area.
- vi. Administrative Offices, designated waiting areas with seating and wireless internet, and much need storage

B. Recreating Recreation within Dodge Park/ Richard J. Notte City Center (Appendix B): Installing a series of new highly desired amenities to make Richard J. Notte City Center a true destination for residents and visitors. Included in this concept is:

- i. A Farmers Market structure that will permanently cover the area of this popular event, as well as be the main structure for the Suds n' Sounds Tent during Sterlingfest, premium spaces for the Treasure Hunters Market, a cover for the refrigerated ice rink, and general parking when not otherwise in use.
- ii. A refrigerated ice rink, which is an amenity that has been lacking for decades and will be used during the months of November-March, weather permitting.
- iii. An outdoor sprayground that will be an open design to complement the park in general.
- iv. A multifunctional skatepark that will be a great amenity designed for an age group that traditionally lacks recreational opportunities.
- v. A basketball court that will be relocated and designed for durability and exceptional playability.
- vi. Enclosed bocce ball courts at the Senior Center for all season play. Since this will not be built with CDBG funds, this facility would be available for other uses when not being programmed for the senior population.
- vii. Repurposing an underutilized room space at the Senior Center for a modest fitness facility with low impact equipment.
- viii. A mini-soccer field (with lights) that will be a true community gathering place revolving around the world's most popular sport.

C. Major and Neighborhood Park Improvements (Appendix C): Creating a network of well connected, maintained, and utilized parks and facilities setting the standard for quality in our community. Included in this concept is:

- i. Scheduled improvements to twenty neighborhood parks. Common improvements to include:
 - 1. Resurfacing paths
 - 2. Replacing entrance signs
 - 3. Replacing play structures
 - 4. Installing ground mounted site amenities (picnic tables and garbage cans)
 - 5. Resurfacing parking lots and installing entrance gates
 - 6. Renovating and repurposing athletic courts and fields
- ii. Developing Meadowview Park in line with above mentioned amenities.
- iii. Scheduled improvements to five major parks. Common improvements include:
 - 1. Resurfacing and installing paths
 - 2. Replacing entrance signs
 - 3. Replacing play structures
 - 4. Installing ground mounted site amenities (picnic tables and garbage cans)
 - 5. Resurfacing parking lots and installing entrance gates
 - 6. Renovating and repurposing athletic courts and fields
 - 7. Renovations to restroom buildings and pavilions
- iv. Installation of a dog park at Magnolia Park.
- v. Completion of the disc golf course at South Nelson Park.
- vi. Improvements to the Nature Center.
 - 1. Interior refurbishing, new displays, technology
 - 2. Installation of a permanent pavilion for field trips, birthday parties, seasonal nature programs, etc.
- vii. Improvements to the aging Youth Athletic Building on Eighteen Mile Road.

D. Installation of a hike / bike trail linking Joseph J Delia, Jr. Major Park with the City Nature Center (Appendix D). This hike / bike trail will, for the first time, allow residents to access the 110+ acre preserve from Delia Park. The hike / bike trail will provide a wonderful amenity for hikers as well as bike enthusiasts and provide linkage to the cities of Utica and Troy.

E. Clinton River Accessibility (Appendix E). For the first time in decades, Sterling Heights residents will be able to access the Clinton River for recreational purposes. Safe and functional access is dependent upon the following features to be constructed:

- i. Installation and operation of a canoe/kayak livery at the Nature Center;
- ii. Operation of accessible paddle launch and landing areas at various points along the Clinton River. Possible access points include:

1. North Clinton River Park
2. Edison Court
3. Dodge Park
4. Rotary Park

F. Aquatics – The City has a number of innovative options to provide residents full access to swimming and water activities. These options will not require the City to construct these facilities as access will be realized through partnerships with existing facilities.

Funding – The City estimates that the cumulative cost for making the vision a reality is between \$40 and \$45 million. After considerable research and evaluation, City Administration is recommending that the City Council consider an amendment to the City Charter to authorize the levy of a special, dedicated parks and recreation millage to acquire, construct, furnish, equip and operate parks and recreation improvements, including a new community center. The recommended millage levy is .97 mills.

In evaluating this funding proposal, consideration should be given to the following factors:

A. There is tremendous value added to the revenue being generated through the millage. The City will be in a position to add critically-needed recreational amenities at a very modest cost. A Community Center appropriate to a municipality of 130,000+ residents, upgrades to nearly every major and neighborhood park, a sprayground for young families, a skatepark for City teens, a pavilion for the Farmers Market and new ice rink, a dog park, a hike / bike trail, kayaking the Clinton River, and so many more year-round recreational opportunities will be realizable at a cost of \$63 for the average Sterling Heights household.

City Administration is committed to making these recreational opportunities available to all residents by foregoing membership fees for Sterling Heights residents. There will be modest fees associated with a resident's participation in certain of the recreational activities (ex. ice skate rentals, kayak/canoe rentals, dog park). These will be comparable to the modest participation fees that resident's pay for existing Parks and Recreation programming. Please see Exhibit D for more detail.

B. The City currently has no permanent, dedicated funding source for parks. While the City is able to maintain the parks at an excellent level, there simply is no funding to make physical improvements without a dedicated millage. After nearly fifty years, the park amenities are in need of repair, replacement and improvement. It is critically important to address the parks in order to assure that they remain a community asset.

C. Since the Strategic Planning Session in January, 2016, the public response to the parks and recreation concepts has been outstanding. The fact that residents are excited about connecting to their community at a new level and in a different way is confirmation that placemaking is the best future course for Sterling Heights.

The Procedure – In order to levy the special, dedicated millage as proposed, an amendment to the City Charter must be approved by the electorate. This gives City residents direct input on the parks

and recreation projects being proposed and the ultimate say on the type of community Sterling Heights will be going forward.

The Charter amendment process is governed by the provisions from Michigan's Home Rule City Act. These requirements are detailed in a correspondence from the City Attorney's Office that is attached for reference. The first step in this process is the adoption of the attached resolution.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to adopt the resolution placing on the ballot for the November 8, 2016 election an amendment to the City Charter for the purpose of authorizing the levy of .97 mills for 20 years as a special, dedicated millage to acquire, construct, furnish, equip and operate parks and recreation improvements, including a new community center.

RESOLUTION

This Resolution was made and adopted at a meeting of the City Council of the City of Sterling Heights, Macomb County, Michigan, held at the City Offices on the ___ day of June, 2016.

Members Present: _____

Members Absent: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

RECITALS

- A. Section 10.01 of the City Charter establishes the maximum authorized tax levy for ad valorem real and personal property in the City.
- B. The Michigan Constitution, the Michigan Home Rule City Act, and the Michigan General Property Tax Act authorize a home rule city to increase the maximum charter tax levy for ad valorem real and personal property with approval of a charter amendment by a majority vote of the electors voting at an election at which such charter amendment proposition is submitted.
- C. Section 20.14 of the City Charter authorizes the City Charter to be amended at any time in the manner authorized by statute, which includes approval of a ballot proposition submitted to the electors of the city at the next regular municipal or general state election.
- D. Considering the City’s current and projected financial circumstances and the desire to acquire construct, furnish, equip and operate parks and recreation improvements, including a new community center for the City and its residents, the City Council has determined that it is necessary and appropriate to submit a proposal to amend the City Charter tax rate set forth in Section 10.01 in order to increase the maximum authorized tax levy for the purpose of providing funding specifically dedicated to parks and recreation improvements at the regular election to be held on November 8, 2016.

THEREFORE, IT IS RESOLVED by the City Council of the City of Sterling Heights as follows:

1. The City Council by at least a three-fifths vote of its members-elect, pursuant to the authority granted by the Michigan Home Rule Act, Public Act No. 279 of the Public Acts of Michigan, 1909, as amended, proposes that Section 10.01 of the Charter of the City of Sterling Heights shall be amended to read as follows:

10.01. General powers.

The city shall have the power to assess taxes and levy and collect rents, tolls, and excises. The annual ad valorem tax levy shall not exceed six (6) mills for the first four (4) years beginning with the first fiscal year under this charter. The annual ad valorem tax levy shall not exceed nine (9) mills for the next four (4) years, beginning with the fifth fiscal year. Beginning with the ninth fiscal year dating from the adoption of this charter, the annual ad valorem tax levy shall not exceed twelve (12) mills.

In addition to the foregoing authorization, the city may levy an annual ad valorem millage not exceeding a total of 2.5 mills, which is comprised of the following dedicated components: 1.7 mills for police and fire protection, and 0.8 mills for local street improvements. This additional annual ad valorem millage shall be effective for a period of six (6) years commencing July 1, 2014 and expiring on June 30, 2020.

In addition to the foregoing authorizations, the city may levy an annual ad valorem millage not exceeding a total of ninety-seven hundredths mill (0.97 mill), to acquire, construct, furnish, equip and operate parks and recreation improvements, including a new community center. This additional annual ad valorem millage shall be effective for a period of twenty (20) years commencing July 1, 2017 and expiring on June 30, 2037.

The annual tax levy shall be applied to the assessed valuation of all real and personal property subject to taxation in the city as equalized by the state, exclusive of any levy required for the payment of principal and interest on outstanding bonds of the city and exclusive of any levy authorized by statute to be made beyond the charter tax rate limitation.

The existing Section 10.01 of the Charter of the City of Sterling Heights, which is proposed to be amended by the proposal, reads as follows:

10.01 General powers.

The city shall have the power to assess taxes and levy and collect rents, tolls, and excises. The annual ad valorem tax levy shall not exceed six (6) mills for the first four (4) years beginning with the first fiscal year under this Charter. The annual ad valorem tax levy shall not exceed nine (9) mills for the next four (4) years, beginning with the fifth fiscal year. Beginning with the ninth fiscal year dating from the adoption of this Charter, the annual ad valorem tax levy shall not

exceed twelve (12) mills. The annual tax levy shall be applied to the assessed valuation of all real and personal property subject to taxation in the city as equalized by the state, exclusive of any levy required for the payment of principal and interest on outstanding bonds of the city and exclusive of any levy authorized by statute to be made beyond the Charter tax rate limitation.

In addition to the foregoing authorization, the city may levy an annual ad valorem millage not exceeding a total of 2.5 mills, which is comprised of the following dedicated components: 1.7 mills for police and fire protection, and 0.8 mills for local street improvements. This additional annual ad valorem millage shall be effective for a period of six (6) years commencing July 1, 2014 and expiring on June 30, 2020.

The annual tax levy shall be applied to the assessed valuation of all real and personal property subject to taxation in the city as equalized by the state, exclusive of any levy required for the payment of principal and interest on outstanding bonds of the city and exclusive of any levy authorized by statute to be made beyond the charter tax rate limitation.

2. The proposed amendment to Section 10.01 of the City Charter shall be submitted to the electors in the following form:

**CITY OF STERLING HEIGHTS CITY CHARTER AMENDMENT
FOR PARKS AND RECREATION MILLAGE**

Shall Section 10.01 of the Charter of the City of Sterling Heights, Michigan, be amended so as to permit the levy by the City of an additional ad valorem tax in an amount not to exceed ninety-seven hundredths mill (0.97 mill) for twenty (20) years, from July 1, 2017 through June 30, 2037, to acquire, construct, furnish, equip and operate parks and recreation improvements, including a new community center?

YES

NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 10.01 of the City Charter of the City of Sterling Heights to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment of Section 10.01 of the City Charter to the Attorney General for the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 10.01 shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a general election to be held on November 8, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration for such election in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of such electors as required by law.

5. The proposed charter amendment of Section 10.01 shall be published in full together with the existing charter section amended by the proposed amendment as part of the Notice of Election.

6. The canvass and determination of votes relating to such ballot proposal shall be made in accordance with the laws of the State of Michigan and the Charter of the City of Sterling Heights.

Ayes: _____

Nays: _____

CERTIFICATION

I certify that the foregoing is a true and correct copy of the Resolution made and adopted by a _____ vote of the City Council of the City of Sterling Heights at a regular meeting held on June __, 2016.

Mark Carufel
City Clerk

Parks and Recreation Conceptual Plan

APPENDIX A



CITY OF Sterling Heights



- ① Auxiliary Parking (154 Spaces)
- ② Community Center Parking (204 Spaces)
- ③ Community Center
- ④ Gazebo
- ⑤ Church of Christ
- ⑥ Market
- ⑦ Gas Station
- ⑧ 47A District Court
- ⑨ Parking (159 Spaces)
- ⑩ Library
- ⑪ Parking (210 Spaces)
- ⑫ Police
- ⑬ City Hall
- ⑭ Parking (200 Spaces)
- ⑮ Upton House
- ⑯ Splash Pad
- ⑰ Changing Rooms / Lockers
- ⑱ Concession / Restrooms
- ⑲ Restrooms / Storage / Multi-Purpose Rooms
- ⑳ Amphitheater
- ㉑ Outdoor Basketball
- ㉒ Skate Park
- ㉓ Parking (333 Spaces)
- ㉔ Farmer's Market / Skating Rink
- ㉕ Senior Center
- ㉖ Bocce Ball Court
- ㉗ Senior Center Parking (197 Spaces)
- ㉘ Clinton River
- ㉙ Trail System
- ㉚ Park Pavilion
- ㉛ Maintenance
- ㉜ Zamboni / Storage
- ㉝ Mini Soccer Field
- ㉞ Cross-Walk from Shared Parking
- ㉟ Parking
- ㊱ Nature Center
- ㊲ Nature Center Footbridge
- ㊳ Boat Launch
- ㊴ Boat Livery
- ㊵ Volleyball Court



Campus Plan

George J. Hartman
Architects, P.C.





George J. Hartman
Architects, P.C.

Community Center Perspective 1



George J. Hartman
Architects, P.C.

Community Center Perspective 2



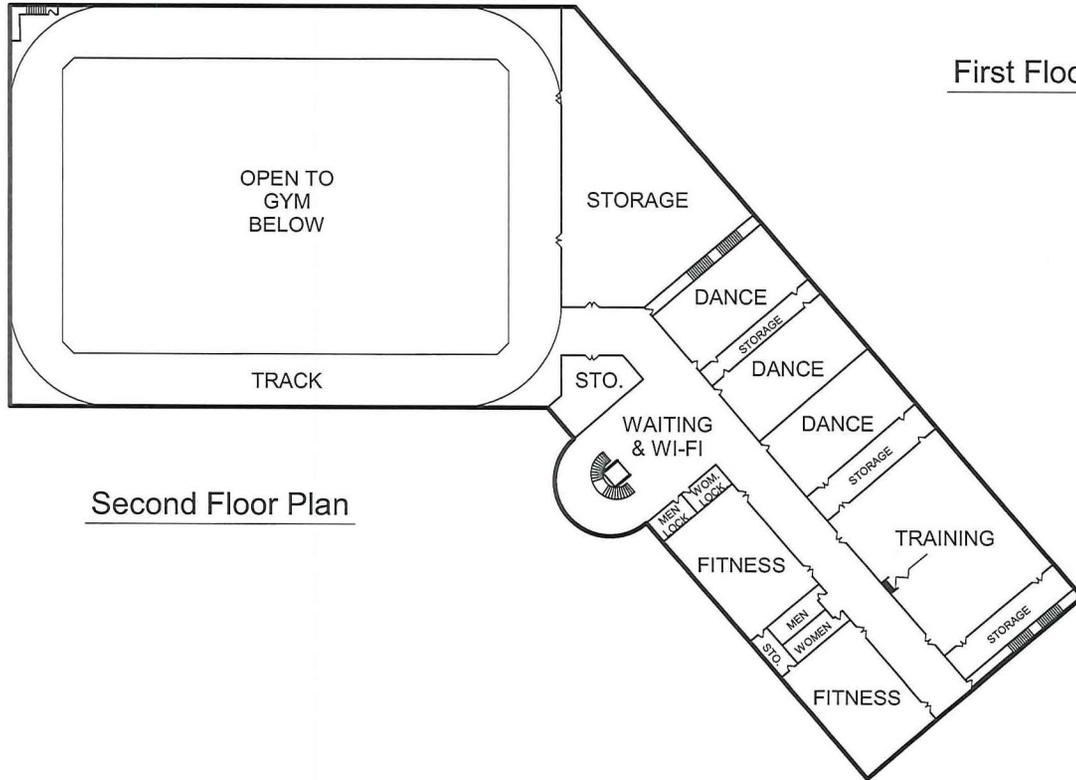
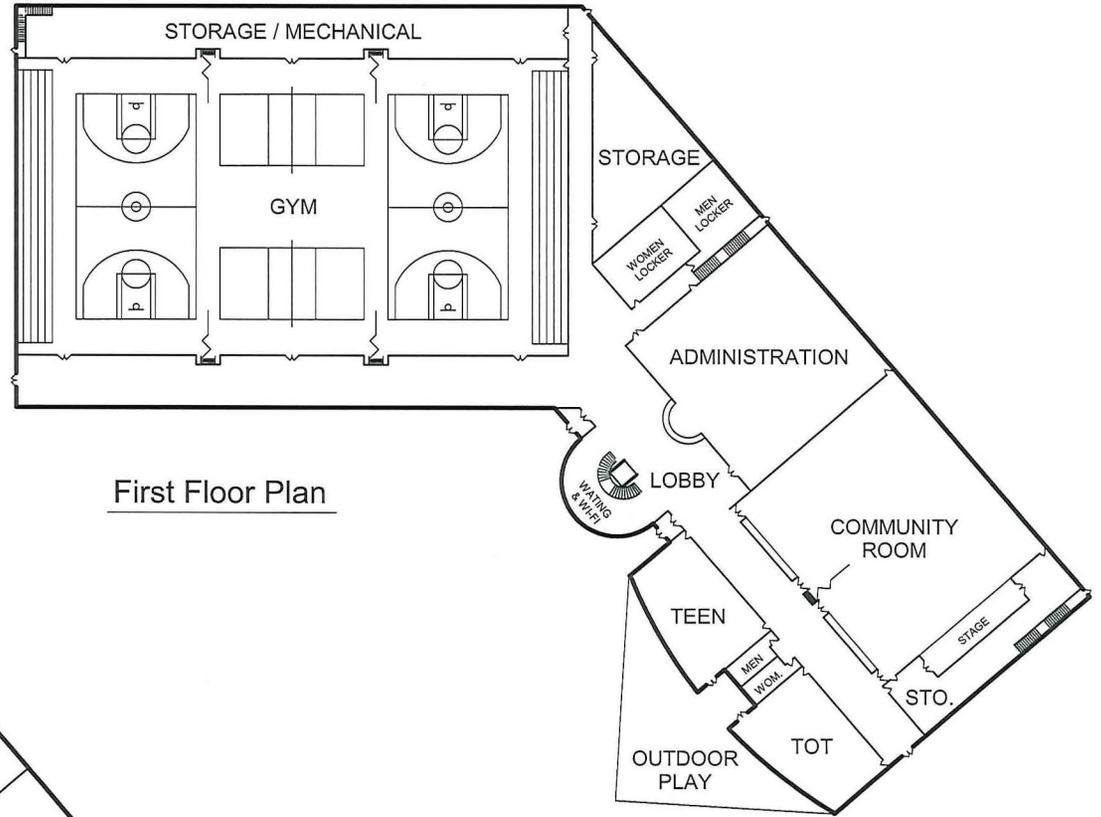
George J. Hartman
Architects, P.C.

Aerial Perspective 1



George J. Hartman
Architects, P.C.

Aerial Perspective 2



Expected Timeline for Community Center Construction Prep

- *March 2017* *Hire architect*
- *March 2017 – October 2017* *Design, prepare bids & specs*
- *November 2017 – December 2017* *Out to bid for building contractor*
- *February 2018* *Contract award for building*
- *April 2018- April 2019* *Building construction*

Expected Timeline for All Other Projects

- *July 2017 – December 2020* *Based on department priority*

APPENDIX B



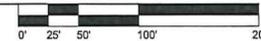
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- ⑱ Concession / Restrooms
- ⑲ Restrooms / Storage / Multi-Purpose Rooms
- ⑳ Amphitheater
- ㉑ Outdoor Basketball
- ㉒ Skate Park
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- ㉚ Park Pavilion
- ㉛ Maintenance
- ㉜ Zamboni / Storage
- ㉝ Mini Soccer Field
- ㉞ Cross-Walk from Shared Parking
- ㉟ Parking
- ㊱ Nature Center
- ㊲ Nature Center Footbridge
- ㊳ Boat Launch
- ㊴ Boat Livery
- ㊵ Volleyball Court

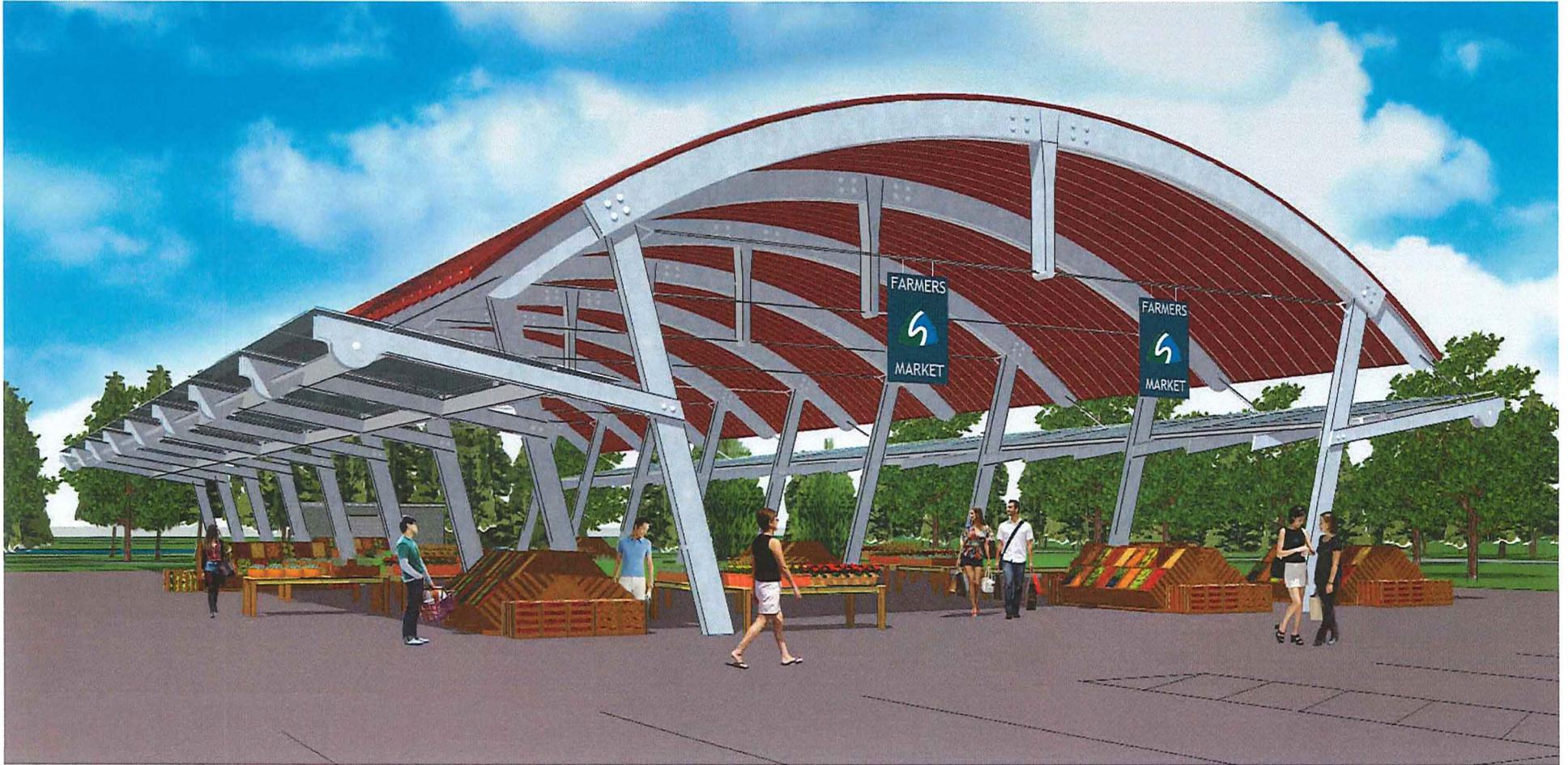


George J. Hartman
Architects, P.C.



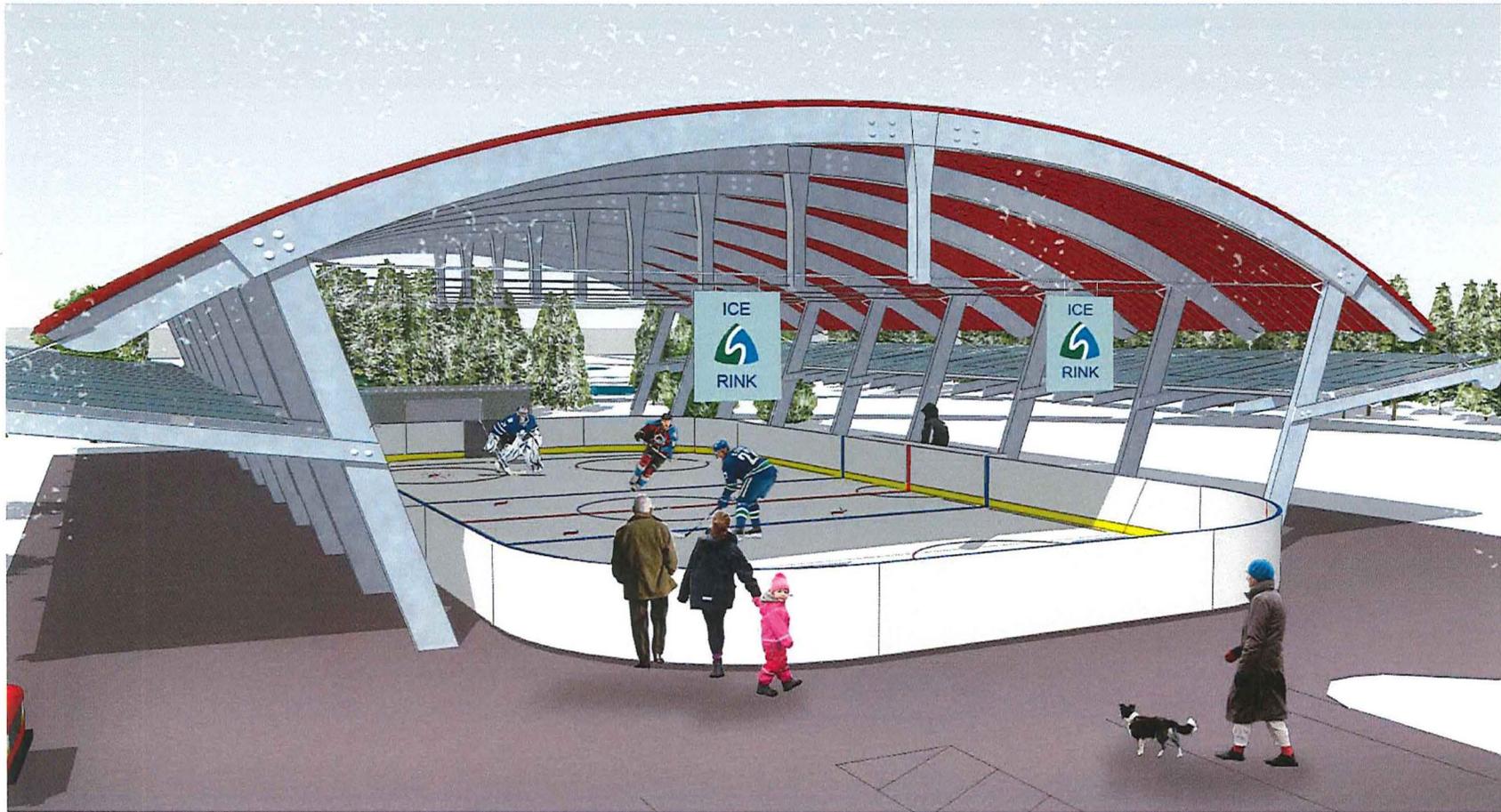
Dodge Park & Senior Center Conceptual Site Plan





George J. Hartman
Architects, P.C.

Farmer's Market Perspective



George J. Hartman
Architects, P.C.

Ice Rink Perspective



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Sterling Heights Aquatic Center Splashpad®, MI
Revision 00 - 24811

View 1





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Revision 00 - 24811

View 7





SPOHN RANCH
SKATEPARKS

Sterling Heights, MI - Skatepark
conceptual design



SPOHN RANCH
SKATEPARKS

Sterling Heights, MI - Skatepark
conceptual design



SPOHN RANCH
SKATEPARKS

Sterling Heights, MI - Skatepark
conceptual design



George J. Hartman
Architects, P.C.

Bocce Ball Court Perspective

APPENDIX C

Parks & Non-Motorized Facility Improvements

Proposed Parks Improvements:

- 1 New Community Center
- 2 Neighborhood Park Improvements
- 3 Dodge Park Improvements
- 4 Community and Athletic Park Improvements

Proposed Non-Motorized Improvements:

- Shared Use Trail Extensions
- Designated Pedestrian/Bike-Oriented Street
- Mid-Block Crossing
- Pedestrian Bridge

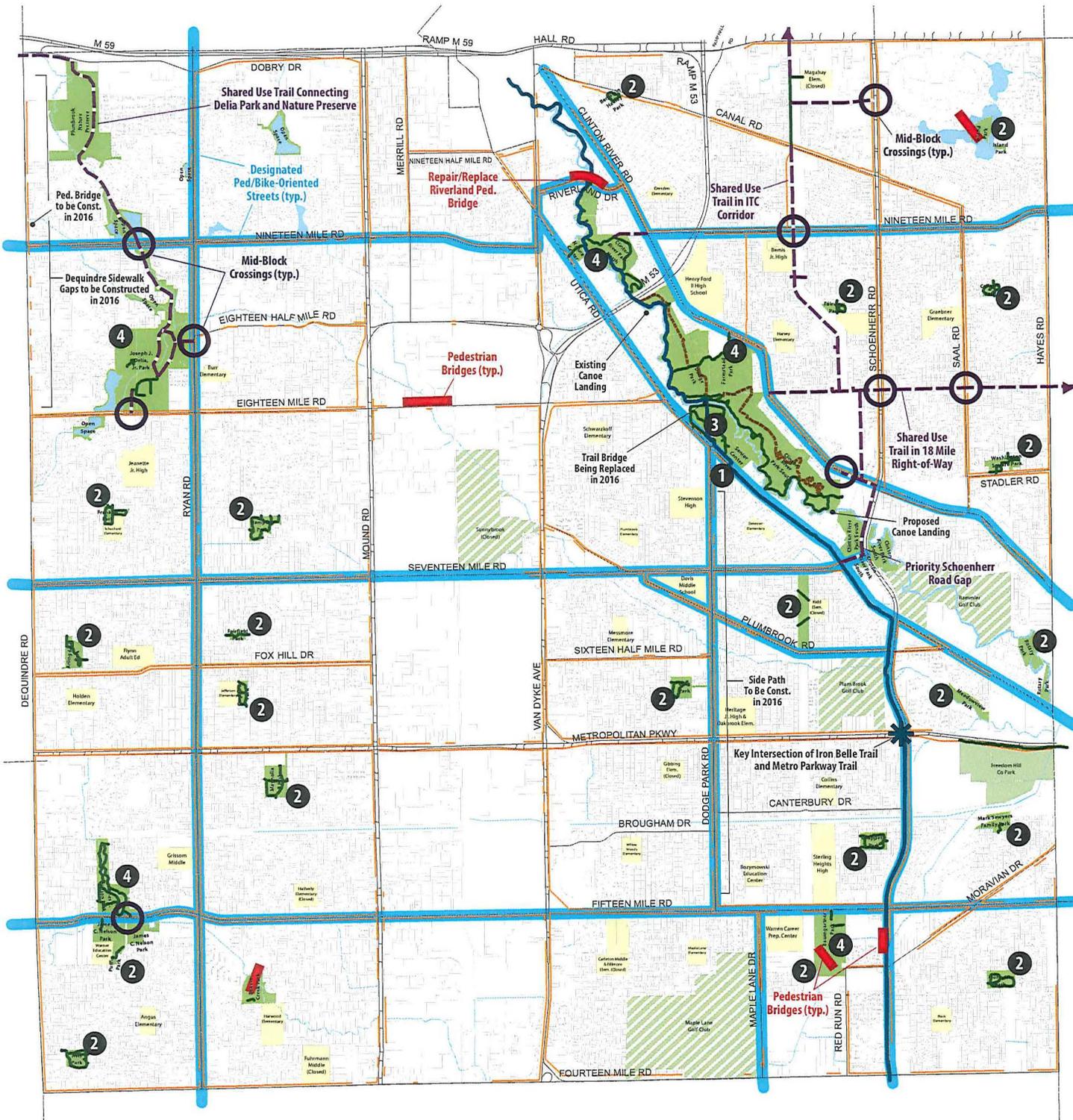
Existing Parks Facilities:

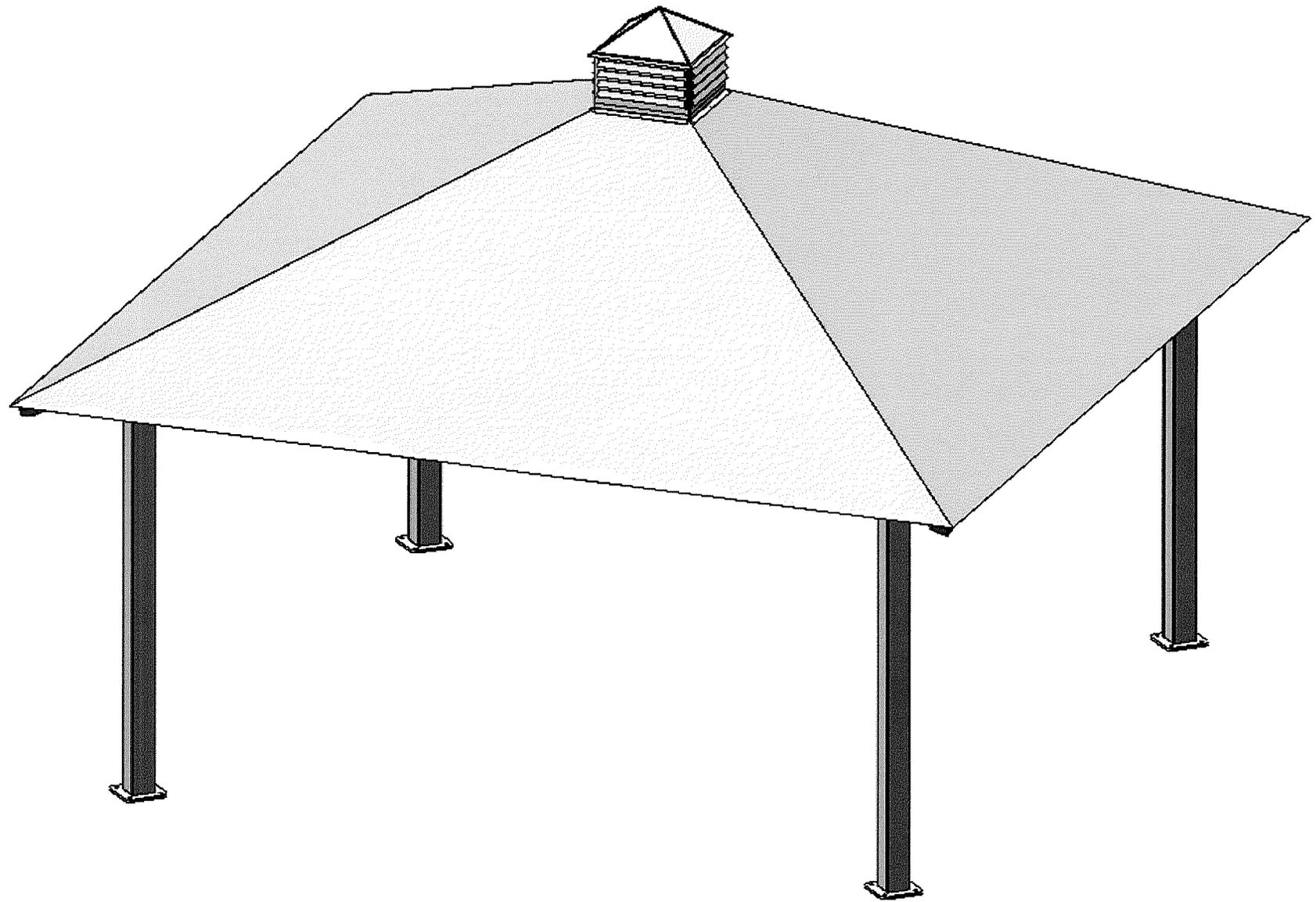
- City Park
- Public School
- County Park
- Private Golf Course

Existing Non-Motorized Facilities:

- Existing Iron Belle Trail Route
- Existing Shared Use Trails
- Existing Sidewalks/Safety Paths (Along primary roads)
- Existing Mountain Bike/Hike Trails

January 2016



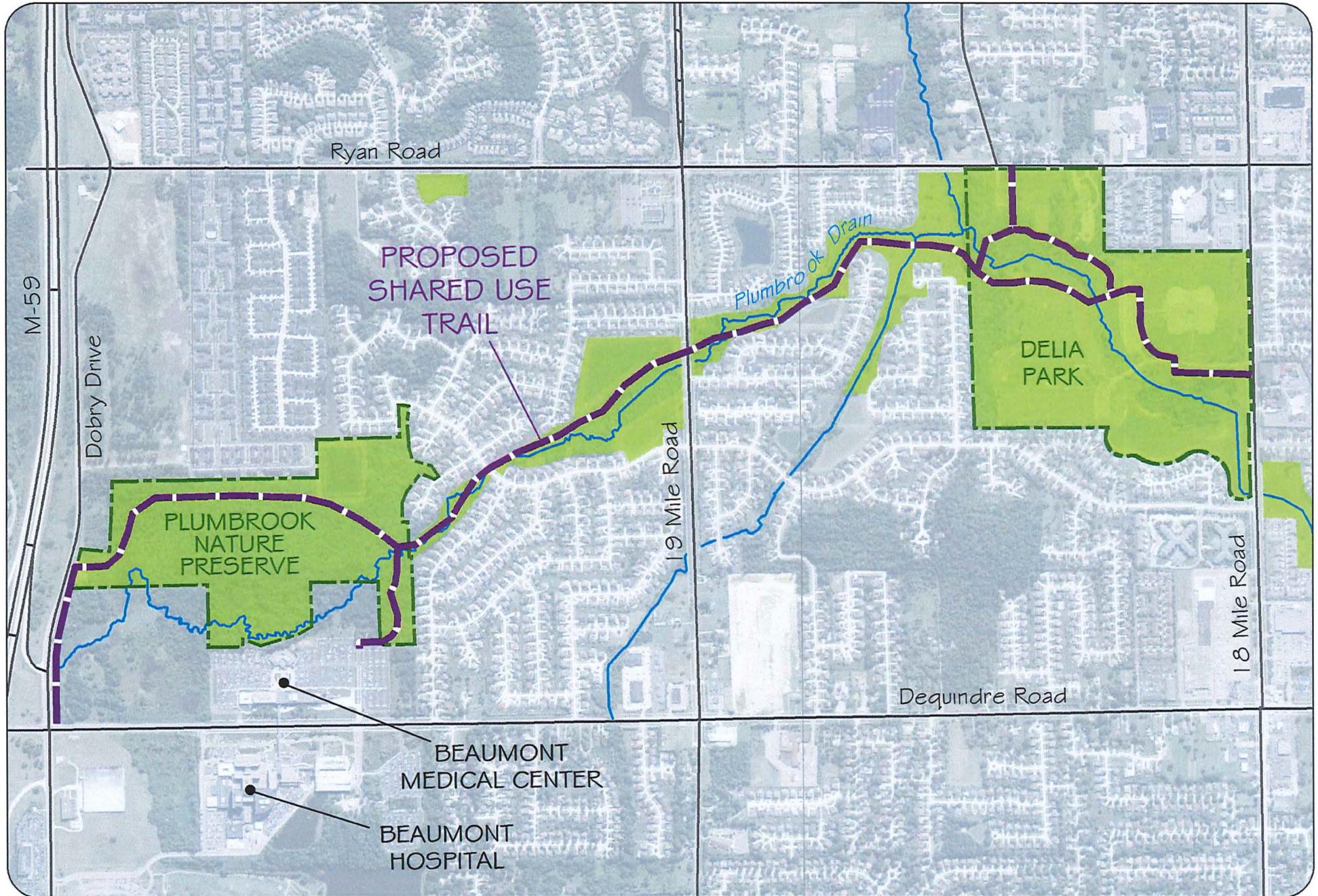
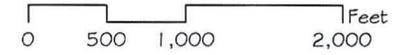


APPENDIX D

Proposed Shared Use Trail

Plumbrook Nature Preserve to Delia Park

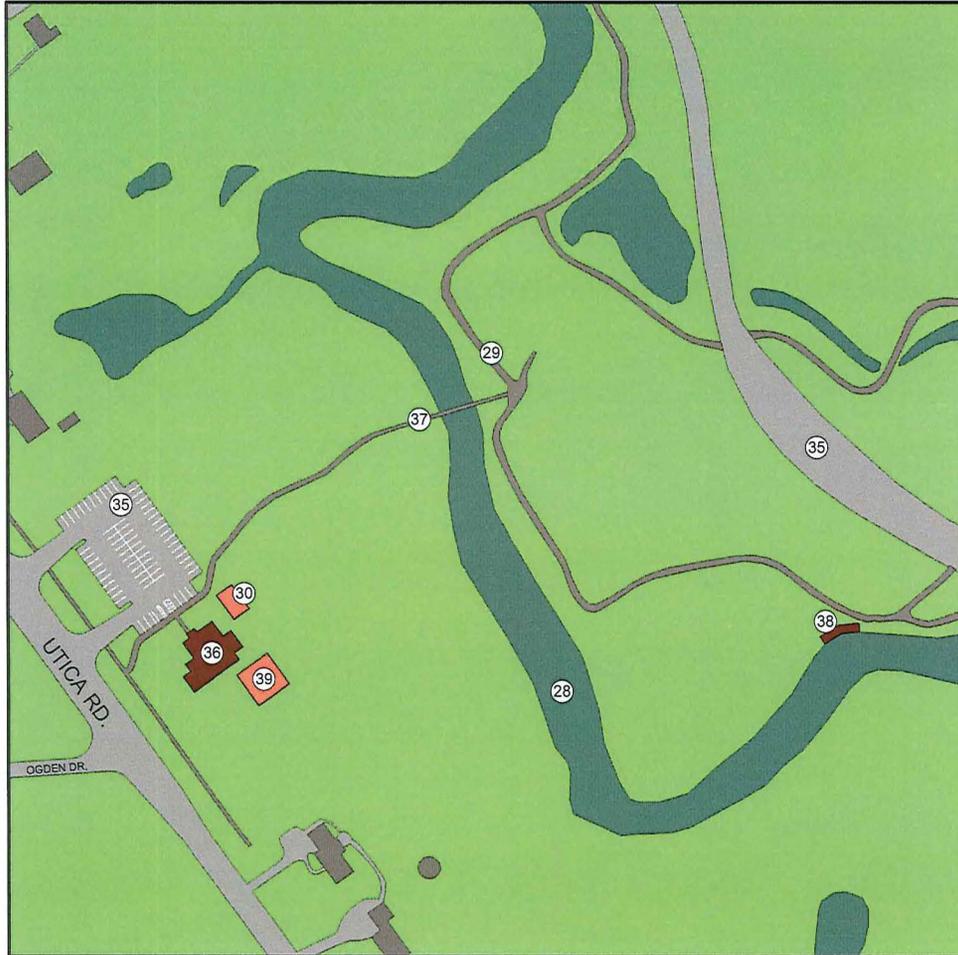
JANUARY 26, 2016



APPENDIX E



CITY OF Sterling Heights



- ① Auxiliary Parking (154 Spaces)
- ② Community Center Parking (204 Spaces)
- ③ Community Center
- ④ Gazebo
- ⑤ Church of Christ
- ⑥ Market
- ⑦ Gas Station
- ⑧ 47A District Court
- ⑨ Parking (159 Spaces)
- ⑩ Library
- ⑪ Parking (210 Spaces)
- ⑫ Police
- ⑬ City Hall
- ⑭ Parking (200 Spaces)
- ⑮ Upton House
- ⑯ Splash Pad
- ⑰ Changing Rooms / Lockers
- ⑱ Concession / Restrooms
- ⑲ Restrooms / Storage / Multi-Purpose Rooms
- ⑳ Amphitheater
- ㉑ Outdoor Basketball
- ㉒ Skate Park
- ㉓ Parking (333 Spaces)
- ㉔ Farmer's Market / Skating Rink
- ㉕ Senior Center
- ㉖ Bocce Ball Court
- ㉗ Senior Center Parking (197 Spaces)
- ㉘ Clinton River
- ㉙ Trail System
- ㉚ Park Pavilion
- ㉛ Maintenance
- ㉜ Zamboni / Storage
- ㉝ Mini Soccer Field
- ㉞ Cross-Walk from Shared Parking
- ㉟ Parking
- ㊱ Nature Center
- ㊲ Nature Center Footbridge
- ㊳ Boat Launch
- ㊴ Boat Livery
- ㊵ Volleyball Court



Nature Center Plan

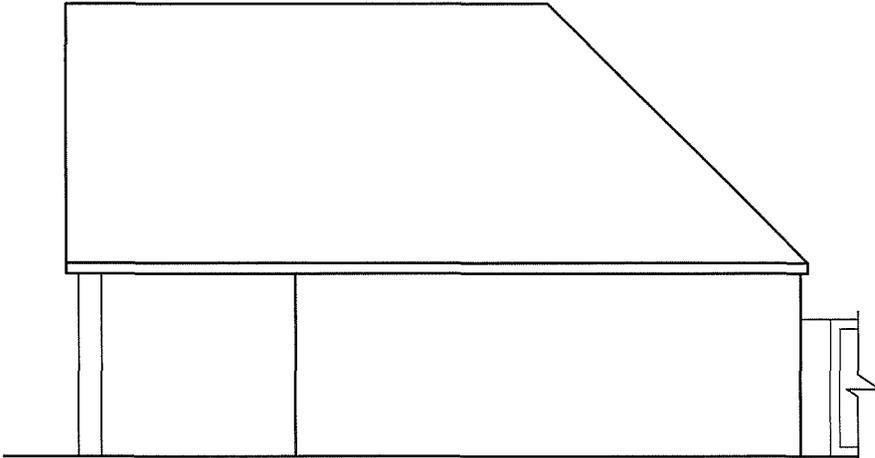
George J. Hartman
Architects, P.C.





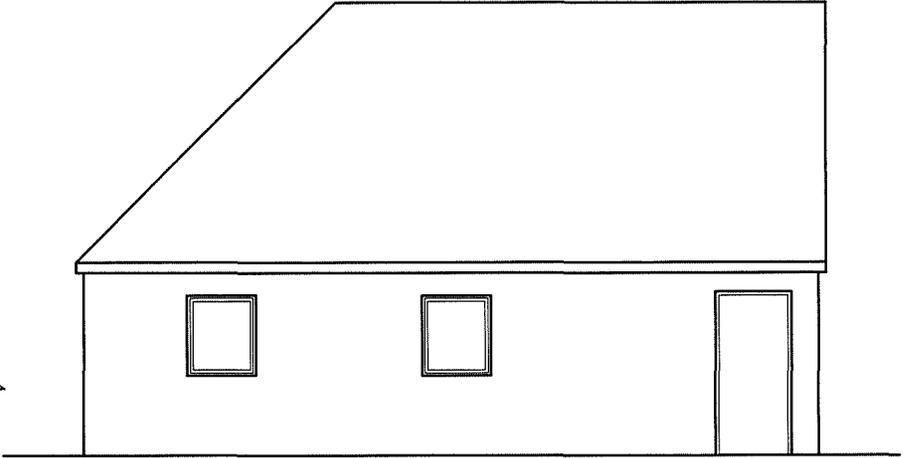
George J. Hartman
Architects, P.C.

Canoe & Kayak Livery Perspective



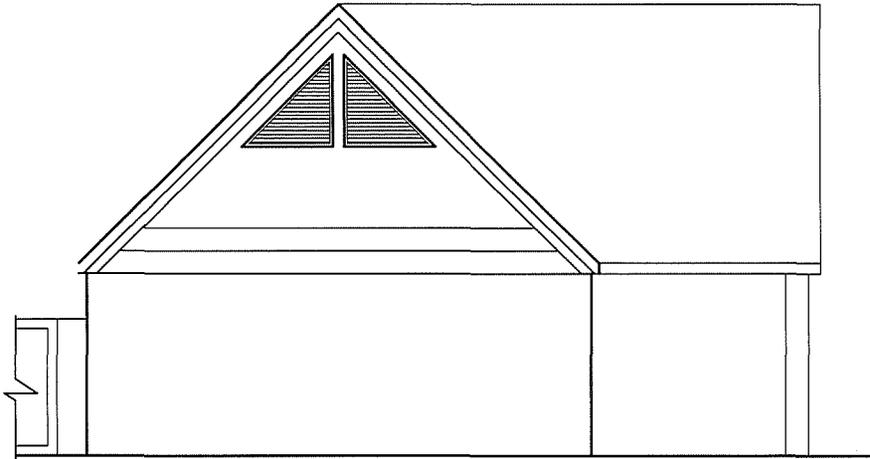
RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"



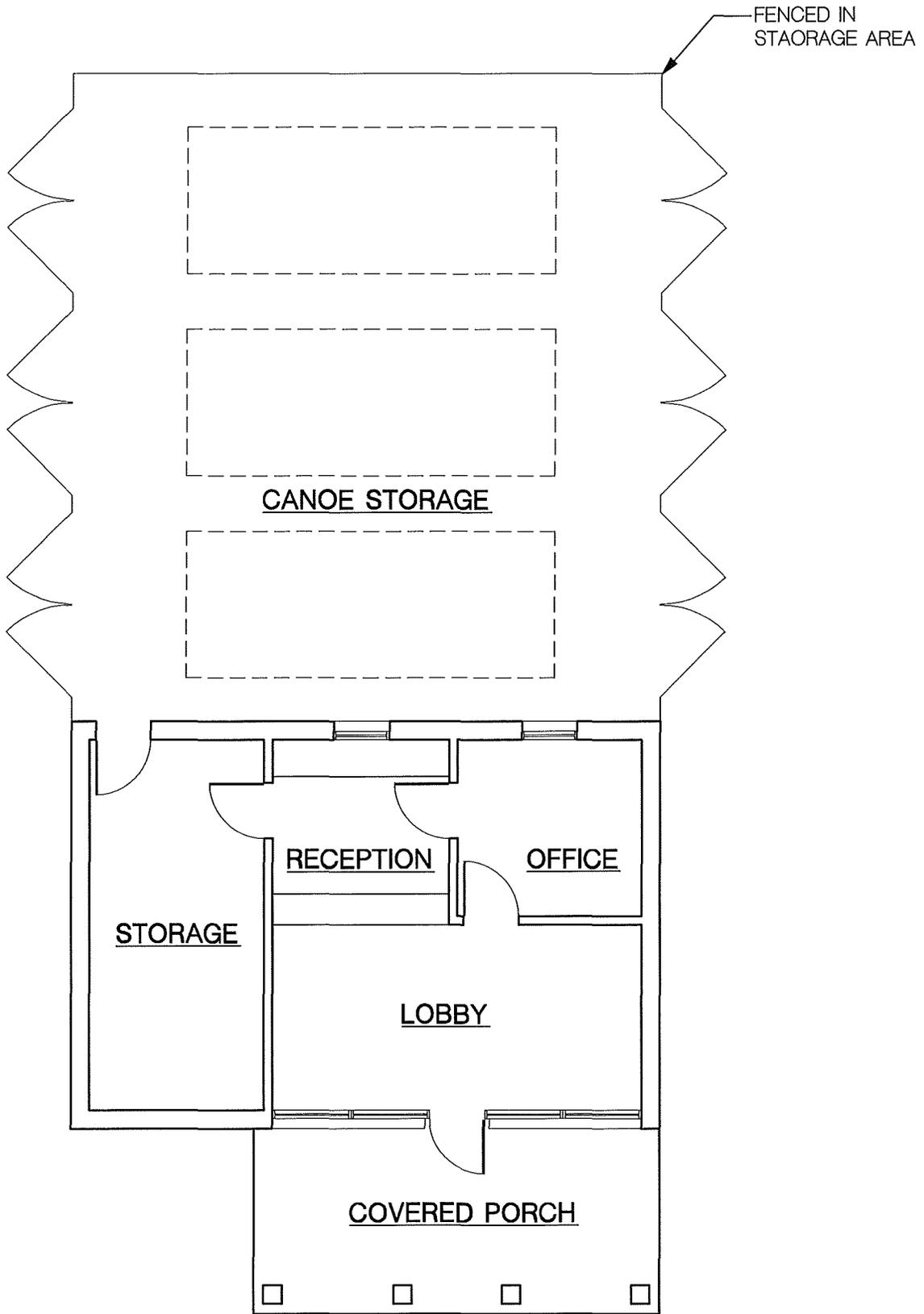
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

SCALE: 1/8" = 1'-0"



CANOE LIVERY FLOOR PLAN

SCALE: 1/8" = 1'-0"



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use

Item No: 6

Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider the appointment of Marc D. Kaszubski as City Attorney and approval of a Legal Services Agreement between the City of Sterling Heights and Marc D. Kaszubski, on behalf of O'Reilly Rancilio P.C.

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager / 446- 2421

Administration (initial as applicable)

Attachments

Table with 4 columns: Initial, Title, Attachment, and Other. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager.

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary

Introduction

A vacancy in the administrative office of City Attorney exists as a result of the City hiring former City Attorney Jeffrey A. Bahorski as an Assistant City Manager and Human Resources Director.

City Attorney

Marc D. Kaszubski is being considered for appointment by the City Council as the new City Attorney. Mr. Kaszubski holds a Bachelors of Arts Degree from the University of Detroit Mercy, and received his Juris Doctor from the University of Detroit Mercy School of Law.

Mr. Kaszubski currently sits as the Chairman of the Civil Law Committee for the Macomb County Bar Association. He has been recognized by Michigan Super Lawyers Magazine as a Michigan "Super Lawyer" in 2013, 2014 and 2015, an award that requires the highest degree of both peer review recognition and professional achievement.

Legal Services Agreement

A Legal Services Agreement between the City and Mr. Kaszubski on behalf of O'Reilly Rancilio P.C. is being proposed. Other than reflecting Mr. Kaszubski's appointment to City Attorney, the terms and conditions of the proposed Legal Services Agreement are the same as the expiring Agreement. There are no proposed increases in hourly legal fees or charges.

The term of the proposed Legal Services Agreement is from June 8, 2016 through June 30, 2018. The proposed Agreement may be terminated by either party upon thirty days' written notice.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to:

- (a) Appoint Marc D. Kaszubski as City Attorney effective June 8, 2016; and,
- (b) Approve the Legal Services Agreement between the City of Sterling Heights and Marc D. Kaszubski on behalf of O'Reilly Rancilio, P.C. for the period June 8, 2016 through June 30, 2018, and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.

LEGAL SERVICES AGREEMENT

between

CITY OF STERLING HEIGHTS

and

MARC D. KASZUBSKI
on behalf of
O'REILLY RANCILIO P.C.

Effective June 8, 2016 – June 30, 2018

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2016, effective June 8, 2016 through June 30, 2018, by and between the City of Sterling Heights, a Michigan municipal corporation, hereinafter called the "City," and Marc D. Kaszubski, on behalf of O'Reilly Rancilio P.C., hereinafter called the "City Attorney";

A. The City has appointed Marc D. Kaszubski as its City Attorney to carry out the duties enumerated in Section 7.07 of the City Charter and such other legally permissible duties and functions as the City Council and City Manager may from time to time direct; and

B. The City recognizes that Marc D. Kaszubski cannot personally fulfill all of the assignments of the City Attorney but must, from time to time, assign various members of O'Reilly Rancilio P.C. hereinafter called the "Law Firm," to perform such duties, the members of which are identified on the attached Schedule A;

NOW, THEREFORE, the parties hereto agree as follows:

1. The City Attorney and such other members of the Law Firm as assigned by him will furnish to the City the following legal services:

- (a) Attendance at all meetings of the City Council, unless excused by the City Council or City Manager;
- (b) Attendance at City Hall one-half (1/2) day per week as directed by the City Council or City Manager;
- (c) Rendering of oral legal opinions to the City Council;
- (d) Preparation and drafting of City Council resolutions as directed;
- (e) Keeping the City Council informed of changes in the law which might affect the City;
- (f) Preparation of complaint letters and review of authorization of warrants and related work thereto at the District Court on days in which the City Attorney is assigned for District Court appearances;

2. The City agrees to pay the City Attorney or Law Firm (as designated by the City Attorney) the sum of \$47,000.00 annually, said sum to be paid in monthly intervals for the work enumerated in paragraph 1.

3. The City and City Attorney agree and understand that there are many other related services which may have to be performed from time to time by the City Attorney or such other members of the Law Firm as may be assigned by him including but not limited to:

- (a) Attendance at meetings of Boards and Commissions;
- (b) Preparation and review of:
 - (1) Ordinances;
 - (2) Contracts;
 - (3) Real estate documents;
 - (4) Written legal opinions;
 - (5) Bonds, excluding any debt issuance; and
 - (6) Other written instruments;
- (c) Representation of the City, its officers, employees and Boards and Commissions in litigation and administrative proceedings;
- (d) Advising officers and employees of the City of the law regarding items within the scope of their duties;

The City agrees to pay on a monthly basis for the services enumerated in Paragraph 3 at the rates set forth on the attached Schedule B.

4. The City Attorney shall not have the authority to hire, retain, or assign special legal counsel to handle any matter in which the City has an interest. If it is necessary for the City to retain special legal counsel to handle a matter in which the City has an interest or to assist and counsel with the City Attorney, the City Council shall, after recommendation of the City Attorney, retain such legal counsel as it determines to be in the best interests of the City.

5. The City agrees to undertake a performance evaluation of the Law Firm in June, 2018.

6. This Agreement is subject to termination by either party upon 30 days' written notice. If the Agreement is not modified or terminated upon expiration, it shall be extended on a month-to-month basis.

The parties have executed this Agreement on the date indicated in it.

WITNESS:

CITY OF STERLING HEIGHTS

By: _____
MICHAEL C. TAYLOR, Mayor

By: _____
MARK CARUFEL, City Clerk

CITY ATTORNEY



MARC D. KASZUBSKI

SCHEDULE A

John A. Nitz, Admitted 1968
Charles E. Turnbull, Admitted 1978
Lawrence M. Scott, Admitted 1979
Craig S. Schoenherr, Sr., Admitted 1980
Clark A. Andrews, Admitted 1974
Donald P. DeNault, Jr., Admitted 1996
Bruce H. Hoffman, Admitted 1978
John D. Bartley, Admitted 1996
Linda McGrail Belau, Admitted 1996
Marc D. Kaszubski, Admitted 1999
James J. Sarconi, Admitted 2003
Thomas D. Esordi, Admitted 1991
Paul B. Addis, Admitted 2000
Keith C. Jablonski, Admitted 2001
David K. Pontes, Admitted 2007
Robin E. Yono, Admitted 2000
Nathan D. Petrusak, Admitted 2011
Eric C. Turnbull, Admitted 2012
Christopher S. Flechsig, Admitted 2013
Melissa L. Rubino, Admitted 2014

SCHEDULE B

**HOURLY RATES IN EFFECT
JUNE 8, 2016 THROUGH JUNE 30, 2018**

All legal services rendered by the Law Firm, its legal assistants and law clerks shall be compensated in accordance with the rates set forth below. Legal Services shall be billed in decimal increments with a minimum of .3 hours, except for court appearances which shall be billed either as a full day (7 hours) or one-half day (3.5 hours).

LITIGATION:

District Court: \$107 per hour

Circuit Court, Regulatory Agencies, Appellate and Federal Courts:

Principals (over 10 years admitted to practice law):	\$138 per hour
Senior Associates (over 5 years admitted to practice law):	\$122 per hour
Associates (less than 5 years admitted to practice law):	\$107 per hour
Legal Assistants/Law Clerks	\$ 77 per hour

NON-LITIGATION WORK:

Principals (over 10 years admitted to practice law):	\$138 per hour
Senior Associates (over 5 years admitted to practice law):	\$122 per hour
Associates (less than 5 years admitted to practice law):	\$107 per hour
Legal Assistants/Law Clerks	\$ 77 per hour



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUN - 2 2016

City Clerk's Use

Item No: 7
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider the appointment of Geoffrey P. Gariepy to the City of Sterling Heights Planning Commission.

Submitted By: Office of the City Clerk

MC

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

MC

City Clerk

AB

Finance & Budget Director

MK

City Attorney (as to legal form)

WTS

City Manager

Table with 4 columns: Attachment type (Resolution, Ordinance, Contract, Other) and corresponding checkboxes for Resolution, Minutes, Plan/Map, and Other.

Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

For a select few boards and commissions, the Mayor or City Council have the power of appointment only after nominations are made and approved by City Council at a prior regular meeting.

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.

There is a vacancy on the nine-member Planning Commission. The Mayor has the power of nomination and appointment, subject to City Council review and confirmation. In accordance with Governing Body Rule of Procedure 23, the Mayor nominated and City Council confirmed the nomination of Geoffrey P. Gariepy for appointment to the Planning Commission at the May 17, 2016, regular meeting.

Since being nominated on May 17, 2014, City Council has been provided with information on Mr. Gariepy's qualifications for appointment and afforded time to contact the nominee for additional information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to appoint Geoffrey P. Gariepy to the Planning 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.

Planning Commission

(9 Members)

(4 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. (Term of Benjamin Ancona)	Yes	06/30/19	
2. (Term of Paul Jaboro)	Yes	06/30/19	
3. (Term of Gerald A. Rowe)	Yes	06/30/19	
4. Unexpired Term		06/30/18	Geoffrey Gariepy Nominated 5/17/16

Applications on File:

Mohammed Alomari	(Ethnic Community Committee-exp. 06/30/17)
Jack H. Beard	
Mark Beninati	
Eric Castiglia	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Derek B. D'Angelo	(Board of Ordinance Appeals II-exp. 06/30/18) (Zoning Board of Appeals-exp. 06/30/18)
Jazmine M. Early	(Arts Commission-exp. 06/30/18)
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16) (Ethnic Community Committee-exp. 06/30/18)
Robert Ervin	(Board of Ordinance Appeals-exp. 06/30/18)
Geoffrey Gariepy	
Lisa J. Hamameh	
Laurel Johnson	(Board of Code Appeals-exp. 06/30/17) (Local Development Finance Authority-exp. 06/30/19)
Robert Lulgjuraj	(Ethnic Community Committee-exp. 06/30/16)
Kathleen Martin	
David May	
Stephanie A. McCarthy	
Nils Omholt	
Joanne L. Paraventi	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Juli Sala	(Board of Ordinance Appeals-exp. 06/30/18)
Howard Sizemore II	
Thomas Szatkowski	(Board of Code Appeals-exp. 06/30/20) (Housing Commission-exp. 12/31/19)
Shawn Taylor	(Arts Commission-exp. 06/30/16) (Ethnic Community Committee-exp. 06/30/16)
Joyce Tye	(Beautification Commission-exp. 06/30/17)
Pashko Ujkic	(Zoning Board of Appeals-exp. 06/30/18)
Mona A. Yassine	(Arts Commission-exp. 06/30/16)
Matthew Zarna	

"A" means the individual is already appointed to Board or Commission denoted																									"E" means the individual has been elected to Board or Commission denoted					
shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council																									5/23/2016					
the number is the ranking given by the applicant to that Board or Commission they are interested in																														
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp/Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals		
ALOMARI	MOHAMMED	1	17			4		6	7		8		9		2	1	A			10	13	11			12		14	15	3	6
BEARD	JACK	0																						2						1
BENINATI	MARK	0																						1	2		3			16
CASTIGLIA	ERIC	1							3	A		5		2										1						1
D'ANGELO	DEREK	2					A																1					A		1
EARLY	JAZMINE	1	A	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	1	
ELZHENNI	KOZETA	2	17	2	21	22		20	19	A	23	25	18	24	16	4	A	6	5	7	8	9	10	11	12	14	13	15	2	
ERVIN	ROBERT	1				A																	2					1	2	
GARIEPY	GEOFFREY	0																					1						1	
HAMAMEH	LISA	0				3																	1					2	1	
JOHNSON	LAUREL	2			A				2					1					3		A		5				6	7	1	
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	3	
MARTIN	KATHLEEN	0														3				1	2		4	5					1	
MAY	DAVID	0									1							3					2						1	
MCCARTHY	STEPHANIE	0																		1			2						1	
OMHOLT	NILS	0																					1					2	1	
OTTOLINI	LOUIS	0					1																2					3	1	
PARAVENTI	JOANNE	1				8			6	A		10		5		1				2	3		7				4	9	1	
SALA	JULI	1				A																	2					1	1	
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	1	
SZATKOWSKI	THOMAS	2			A														A				1					3	1	
TAYLOR	SHAWN	2	A			5			8	6	4		7				A			1			2				3	1		
TYE	JOYCE	1	4	A				2							5					1			6					7	3	
UJKIC	PASHKO	1																					2				A		5	
YASSINE	MONA	1	A																				1						1	
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	3	

CITY OF STERLING HEIGHTS CHARTER

CHAPTER 4: GENERAL PROVISIONS AFFECTING ELECTIVE AND APPOINTIVE OFFICERS OF THE CITY

4.03: QUALIFICATIONS OF ELECTIVE OR APPOINTIVE OFFICERS IN THE CITY.

(A) No person shall hold any elective office under this Charter, except as otherwise herein provided, unless he has been a resident of the city for at least one year immediately prior to the primary election in which he desires to become a candidate for nomination or prior to the time of his appointment to fill a vacancy; and unless such person is a registered and qualified voter at the time of the filing of his petition for said office. No person shall hold any elective office unless he is a qualified and registered voter of the city on such last day for filing or at such time of appointment and throughout his tenure of office except as hereinbefore provided.

(B) No person shall be eligible for any elective or appointive office who is in default to the city. The holding of office by any person who is in such default shall create a vacancy unless such default shall be eliminated within thirty (30) days after written notice thereof by the clerk or unless such person shall in good faith be contesting the liability for such default.

(C) Each candidate for elective office shall file with his petition his affidavit that he possessed the qualifications for such office provided in this section. Failure to file such affidavit shall invalidate his petition.

(D) Each member of a city board or commission shall have been a resident of the city for at least one year prior to the date of his appointment and shall be a qualified and registered voter of the city on such day and throughout his tenure of office.

(E) No person who has been removed from office by recall or removed pursuant to sections 3.25 or 4.04 of this Charter, or who has resigned from office after a petition for recall has been filed with the clerk, shall be eligible

CITY OF STERLING HEIGHTS CODE OF ORDINANCES

CHAPTER 2: ADMINISTRATION ARTICLE III: BOARDS AND COMMISSIONS GENERALLY DIVISION 2: PLANNING COMMISSION

2-101: CREATED; COMPOSITION; APPOINTMENT; TERMS OF MEMBERS; COMPENSATION AND REMOVAL.

There is created a Planning Commission for the city. The Planning Commission shall consist of nine members. The membership of the Commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the City, in accordance with the major interests as they exist in the city, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the city to the extent practicable. The members shall be appointed by the Mayor. Appointment shall be subject to the approval by a majority vote of the members elect of the City Council. All members of the Planning Commission may be compensated at a rate to be determined by the City Council and shall hold no other municipal office, except that one of the members may be a

member of the Zoning Board of Appeals. The term of office of each member of the Planning Commission shall be three years, except that three members of the first commission to be appointed shall serve for a term of one year, three for a term of two years and three for a term of three years. All members shall hold office until their successors are appointed. A member may, be removed by the City Council for misfeasance, malfeasance, or nonfeasance in office upon written charges after a public hearing.



**Business of the City Council
Sterling Heights, Michigan**

DELIVERED JUN - 2 2016
City Clerk's Use
Item No: 8
Meeting: 06/07/16

AGENDA STATEMENT
OMB AS03 Rev. 11/04

Item Title: To consider appointments to City of Sterling Heights Boards and Commissions

Submitted By: Office of the City Clerk

Contact Person/Telephone: *MC* Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

<i>MC</i> City Clerk			
<i>AB</i> Finance & Budget Director	___	Resolution	___ Minutes
<i>JK</i> City Attorney (as to legal form)	___	Ordinance	___ Plan/Map
<i>WFS</i> City Manager	___	Contract	___ Other

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary:

At the March 15, 2016 regular meeting, City Council postponed appointments to the June 7, 2016 regular meeting with respect to the following commission that currently has vacancies due to resignations:

<u>Board / Commission</u>	<u># of Vacancies</u>	<u>Power of Appointment</u>	<u>To a Term Ending</u>
Beautification Commission	2	City Council	June 30, 2019

Applications of the residents interested in serving on the Beautification Commission have been provided to City Council. Spreadsheets indicating the applicants' preferences for appointment as reflected by their ranking of the respective boards and commissions are also included in the attached materials.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to appoint _____ to the Beautification Commission 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.

Beautification Commission

(12 Members)

(2 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		6/30/19	
2. Unexpired Term		6/30/19	

Applications on File:

- Jazmine M. Early (Arts Commission-exp. 06/30/18)
- Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
- (Ethnic Community Committee-exp. 06/30/18)
- Manny Gonzales
- Jennifer Gubin
- Nancy E. Kijek
- Robert Ljucovic
- Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
- Howard Sizemore II
- Matthew Zarna

The Beautification Commission shall consist of 12 members to be appointed by the majority vote of the members of the City Council. Each member shall hold office for a full three year term.

		"A" means the individual is already appointed to Board or Commission denoted											"E" means the individual has been elected to Board or Commission denoted																
		shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council																											
		the number is the ranking given by the applicant to that Board or Commission they are interested in																											
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp/Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
EARLY	JAZMINE	1	A	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	6
ELZHENNI	KOZETA	2	17	2	21	22		20	19	A	23	25	18	24	16	4	A	6	5	7	8	9	10	11	12	14	13	15	1
GONZALES	MANNY	0		2													1												16
GUBIN	JENNIFER	0		4		3		5			2								1	6									1
KIJEK	NANCY	0		3			1			4						2													1
LJUCOVIC	ROBERT	0		2										3							1		4						1
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	2
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	2
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	1

5/23/2016



**Business of the City Council
Sterling Heights, Michigan**

DELIVERED JUN - 2 2016

City Clerk's Use
Item No: **9**
Meeting: 06/07/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider nominations to City of Sterling Heights Boards & Commissions

Submitted By: Office of the City Clerk

Contact Person/Telephone: ^{MC} Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

^{MC} City Clerk				
^{BS} Finance & Budget Director	___	Resolution	___	Minutes
^{AK} City Attorney (as to legal form)	___	Ordinance	___	Plan/Map
^{WFS} City Manager	___	Contract	___	Other

Check box if this agenda item requires billing\revenue collection (fees, etc.) by Treasury Office

Executive Summary:

City Council Governing Body Rule of Procedure 23, as amended on August 21, 2012, provides in relevant part as follows:

Prior to an appointment to the Planning Commission, Zoning Board of Appeals, Board of Ordinance Appeals, Board of Review, Police and Fire Pension Board, and General Employees Retirement System Board, an appointee shall be nominated, as applicable, by the Mayor or City Council at a prior regular meeting.

The boards and commissions requiring the two-step (nomination / appointment) process having vacancies are listed below:

<u>Board / Commission</u>	<u>Vacancies</u>	<u>No. Requesting Reappointment</u>	<u>Power of Appointment</u>
Planning Commission	3	3	Mayor
Zoning Board of Appeals	3	2	City Council
Board of Ordinance Appeals I	2	0	City Council
Board of Ordinance Appeals I - Alternate	1	1	City Council
Board of Ordinance Appeals II	2	1	City Council
Board of Ordinance Appeals II - Alternate	1	0	City Council
Board of Review	2	2	City Council
Police & Fire Pension Board	1	1	City Council
General Employee's Pension Board	1	1	City Council

Applications of the residents interested in serving on the above-noted boards and commissions are attached. Spreadsheets indicating the applicants' preferences for appointment as reflected by their ranking of the respective boards and commissions, and attendance records of current members, are also attached.

Suggested Action (To nominate a person as a permanent member):

MOVED BY:

SECONDED BY:

RESOLVED, to nominate _____ for consideration as an appointee to the _____ at the June 21, 2016 regular City Council meeting.

Suggested Action (To nominate a person as an alternate member - OBA I or OBA II ONLY):

MOVED BY:

SECONDED BY:

RESOLVED, to nominate _____ for consideration as an alternate member appointee to the _____ (Board of Ordinance Appeals I / Board of Ordinance Appeals II) at the June 21, 2016 regular City Council meeting.

Planning Commission

(9 Members)

(4 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. (Term of Benjamin Ancona)	Yes	06/30/19	
2. (Term of Paul Jaboro)	Yes	06/30/19	
3. (Term of Gerald A. Rowe)	Yes	06/30/19	
4. Unexpired Term		06/30/18	<u>Geoffrey Gariepy Nominated 5/17/16</u>

Applications on File:

Mohammed Alomari	(Ethnic Community Committee-exp. 06/30/17)
Jack H. Beard	
Mark Beninati	
Eric Castiglia	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Derek B. D'Angelo	(Board of Ordinance Appeals II-exp. 06/30/18) (Zoning Board of Appeals-exp. 06/30/18)
Jazmine M. Early	(Arts Commission-exp. 06/30/18)
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16) (Ethnic Community Committee-exp. 06/30/18)
Robert Ervin	(Board of Ordinance Appeals-exp. 06/30/18)
Geoffrey Gariepy	
Lisa J. Hamameh	
Laurel Johnson	(Board of Code Appeals-exp. 06/30/17) (Local Development Finance Authority-exp. 06/30/19)
Robert Lulgjuraj	(Ethnic Community Committee-exp. 06/30/16)
Kathleen Martin	
David May	
Stephanie A. McCarthy	
Nils Omholt	
Joanne L. Paraventi	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Juli Sala	(Board of Ordinance Appeals-exp. 06/30/18)
Howard Sizemore II	
Thomas Szatkowski	(Board of Code Appeals-exp. 06/30/20) (Housing Commission-exp. 12/31/19)
Shawn Taylor	(Arts Commission-exp. 06/30/16) (Ethnic Community Committee-exp. 06/30/16)
Joyce Tye	(Beautification Commission-exp. 06/30/17)
Pashko Ujkic	(Zoning Board of Appeals-exp. 06/30/18)
Mona A. Yassine	(Arts Commission-exp. 06/30/16)
Matthew Zarna	

Zoning Board of Appeals

(7 Members)

(3 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. _____ (Term of David Graef)	Yes	06/30/19	_____
2. _____ (Term of Raymond D. Washburn)	Yes	06/30/19	_____
3. _____ Unexpired Term		06/30/19	_____

Applications on File:

Mohammed Alomari	(Ethnic Community Committee-exp. 06/30/17)
Brian Cole	(Economic Development Corporation/Brownfield Auth.-exp. 06/30/19)
Jazmine M. Early	(Arts Commission-exp. 06/30/18)
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
	(Ethnic Community Committee-exp. 06/30/18)
Robert Ervin	(Board of Ordinance Appeals-exp. 06/30/18)
Lisa J. Hamameh	
Laurel Johnson	(Board of Code Appeals-exp. 06/30/17)
	(Local Development Finance Authority-exp. 06/30/19)
Robert Lulgjuraj	(Ethnic Community Committee-exp. 06/30/16)
Benjamin D. McMartin	
Jeffrey I. Norgrove	(Planning Commission-exp. 06/30/17)
Nils Omholt	
Louis Ottolini	
Joanne L. Paraventi	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Leonard Reinowski	(Planning Commission-exp. 06/30/17)
Juli Sala	(Board of Ordinance Appeals-exp. 06/30/18)
Michael Sauger	(Board of Ordinance Appeals II-exp. 06/30/16)
	(Board of Ordinance Appeals-exp. 06/30/16)
Howard Sizemore II	
Thomas Szatkowski	(Board of Code Appeals-exp. 06/30/20)
	(Housing Commission-exp. 12/31/19)
Shawn Taylor	(Arts Commission-exp. 06/30/16)
	(Ethnic Community Committee-exp. 06/30/16)
Joyce Tye	(Beautification Commission-exp. 06/30/17)
Matthew Zarna	

The Zoning Board of Appeals shall consist of seven regular members, each to be appointed for a term of three years, expiring on June 30 in the year of expiration. All vacancies for unexpired terms shall be filled for the remainder of the term. The Zoning Board of Appeals shall consist of seven regular members, each to be appointed by a majority of the City Council members serving. All members of the Zoning Board of Appeals shall be selected from the electors of the City and shall be representative of the population distribution and of the various interests in the City. One member of the Board may be a member of the Planning Commission, with the remaining members selected from the electors of the City. Appointments shall be for a three year term expiring on June 30 in the year of expiration, except for appointments to fill vacancies or appointments of the member of the Board who is also a member of the Planning Commission. The term of the member of the Board who is also a member of the Planning Commission shall be limited to the time he or she is a member of the Planning Commission.

"A" means the individual is already appointed to Board or Commission denoted												"E" means the individual has been elected to Board or Commission denoted																	
shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council																										6/2/2016			
the number is the ranking given by the applicant to that Board or Commission they are interested in																													
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp/Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
ALOMARI	MOHAMMED	1	17			4		6	7		8		9		2	1	A		10	13	11			12		14	15	3	2
COLE	BRIAN	1					1						A															3	1
EARLY	JAZMINE	1	A	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	1
ELZHENNI	KOZETA	2	17	2	21	22		20	19	A	23	25	18	24	16	4	A	6	5	7	8	9	10	11	12	14	13	15	2
ERVIN	ROBERT	1				A																		2				1	1
HAMAMEH	LISA	0				3																		1				2	1
JOHNSON	LAUREL	2			A				2				1						3		A			5			6	7	2
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	3
MCMARTIN	BENJAMIN	0				1				3			4						2	6								5	1
NORGROVE	JEFFREY	1																						A			2	1	7
OMHOLT	NILS	0																						1				2	3
OTTOLINI	LOUIS	0					1																					3	1
PARAVENTI	JOANNE	1				8			6	A		10		5		1			2	3				7			4	9	1
REINOWSKI	LEONARD	1				1																		A				2	4
SALA	JULI	1				A																		2				1	2
SAUGER	MICHAEL	1				Alt	A							5	4						3	2						1	1
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	1
SZATKOWSKI	THOMAS	2			A														A					1				3	3
TAYLOR	SHAWN	2	A			5			8	6	4		7				A		1					2				3	5
TYE	JOYCE	1	4	A				2							5				1					6				7	1
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	1

Board of Ordinance Appeals

(5 Members)

(3 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. <hr style="border: none; border-top: 1px solid black; margin: 2px 0;"/> (Term of Joseph DiGaetano)	No	06/30/19	<hr style="border: none; border-top: 1px solid black; margin: 2px 0;"/>
2. <hr style="border: none; border-top: 1px solid black; margin: 2px 0;"/> (Term of Kathryn Jiles)	No	06/30/19	<hr style="border: none; border-top: 1px solid black; margin: 2px 0;"/>
3. <hr style="border: none; border-top: 1px solid black; margin: 2px 0;"/> (Term of Michael Sauger) (Alternate)	Yes	06/30/19	<hr style="border: none; border-top: 1px solid black; margin: 2px 0;"/>

Applications on File:

- Mohammed Alomari (Ethnic Community Committee-exp. 06/30/17)
- Jazmine M. Early (Arts Commission-exp. 06/30/18)
- Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
- (Ethnic Community Committee-exp. 06/30/18)
- Jennifer Gubin
- Lisa J. Hamameh
- Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
- Ryan Makowski
- Benjamin D. McMartin
- Joanne L. Paraventi (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
- Leonard Reinowski (Planning Commission-exp. 06/30/17)
- Howard Sizemore II
- Michael Stickney (Board of Ordinance Appeals II-exp. 06/30/18)
- Shawn Taylor (Arts Commission-exp. 06/30/16)
- (Ethnic Community Committee-exp. 06/30/16)
- Matthew Zarna
- Paul Zdzieblowski

The Board of Ordinance Appeals shall consist of five members who shall be appointed by the City Council for staggered three year terms, or until a successor has been appointed. The staggered terms shall continue to be structured so that the term of one member expires each year. The members should have varying backgrounds, and one or more of the members should have experience or training related to construction or property and building maintenance.

The City Council may appoint not more than two alternate members to the Board of Ordinance Appeals who may be called by the chairperson to participate in hearings, appeals, and variance hearings of the Board during the absence or disqualification of a member.

Board of Ordinance Appeals II

(5 Members)

(3 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. _____ (Term of Kathryn Jiles) (Alternate)	No	06/30/19	_____
2. _____ (Term of Michael Sauger)	Yes	06/30/19	_____
3. _____ Unexpired Term		06/30/19	_____
_____			_____
_____			_____
_____			_____

Applications on File:

Brian Cole (Economic Development Corporation/Brownfield Auth.-exp. 06/30/19)
Jazmine M. Early (Arts Commission-exp. 06/30/18)
Nancy E. Kijek
Louis Ottolini
Roman Stojalowsky
Paul Zdzieblowski

The Board of Ordinance Appeals shall consist of five members who shall be appointed by the City Council for staggered three year terms, or until a successor has been appointed. The staggered terms shall continue to be structured so that the term of one member expires each year. The members should have varying backgrounds, and one or more of the members should have experience or training related to construction or property and building maintenance.

The City Council may appoint not more than two alternate members to the Board of Ordinance Appeals who may be called by the chairperson to participate in hearings, appeals, and variance hearings of the Board during the absence or disqualification of a member.

Board of Review

(6 Members)

(2 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. (Term of Betty Jane M. Sukkar)	Yes	06/30/19	
2. (Term of Mark Valente Jr.)	Yes	06/30/19	

Applications on File:

Mohammed Alomari (Ethnic Community Committee-exp. 06/30/17)
Eric Castiglia (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
(Ethnic Community Committee-exp. 06/30/18)
Jennifer Gubin
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
Howard Sizemore II
Joyce Tye (Beautification Commission-exp. 06/30/17)
Matthew Zarna

A Board of Review is composed of six members who shall be registered electors of the city, who may have the qualifications for holding office in the city as set forth in the City Charter and are owners of property assessed for taxation in the city.

The members of the Board of Review shall be appointed by the Council.

Two members shall be appointed by the Council in the month of May of each year for a term of three years, commencing on the following July 1.

Pension Board - Police and Fire Departments

(4 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. (Term of John Lamerato)	Yes	06/30/20	

Applications on File:

Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
(Ethnic Community Committee-exp. 06/30/18)
Robert Ljucovic
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
Kathleen Martin
Michael Sauger (Board of Ordinance Appeals II-exp. 06/30/16)
(Board of Ordinance Appeals-exp. 06/30/16)
Howard Sizemore II
Matthew Zarna

One member elected by firefighters
One member elected by police officers
Two members appointed by City Council

"A" means the individual is already appointed to Board or Commission denoted											"E" means the individual has been elected to Board or Commission denoted																		
shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council																										6/2/2016			
the number is the ranking given by the applicant to that Board or Commission they are interested in																													
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
EARLY	JAZMINE	1	A	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	1
ELZHENNI	KOZETA	2	17	2	21	22		20	19	A	23	25	18	24	16	4	A	6	5	7	8	9	10	11	12	14	13	15	2
LJUCOVIC	ROBERT	0		2										3							1		4						1
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	3
MARTIN	KATHLEEN	0													3				1	2			4	5					1
SAUGER	MICHAEL	1				Alt	A							5	4							3	2					1	1
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	1
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	1

Pension Board - General Employees

(5 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. (Term of Richard R. Weiler)	Yes	06/30/19	

Applications on File:

Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
(Ethnic Community Committee-exp. 06/30/18)
David Kozlowski
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
Ryan Makowski
Michael Sauger (Board of Ordinance Appeals II-exp. 06/30/16)
(Board of Ordinance Appeals-exp. 06/30/16)
Howard Sizemore II
Matthew Zarna

Two members elected by employees - One member appointed by City Council

"A" means the individual is already appointed to Board or Commission denoted											"E" means the individual has been elected to Board or Commission denoted																		
shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council																								6/2/2016					
the number is the ranking given by the applicant to that Board or Commission they are interested in																													
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
EARLY	JAZMINE	1	A	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	1
ELZHENNI	KOZETA	2	17	2	21	22		20	19	A	23	25	18	24	16	4	A	6	5	7	8	9	10	11	12	14	13	15	2
KOZLOWSKI	DAVID	0									3			2							1								2
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	3
MAKOWSKI	RYAN	0				5													1	3	2	4							4
SAUGER	MICHAEL	1				Alt	A							5	4						3	2						1	1
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	1
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	1