1. March 15, 2016 Agenda

   Documents: 03-15-16 CITY COUNCIL AGENDA.PDF

2. March 15, 2016 Packet

   Documents: 03-15-16 CITY COUNCIL PACKET.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, MARCH 15, 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

PRESENTATION

Nice Neighbor

Swearing-in ceremony for new Sterling Heights Police Officers (Presentation – Interim Chief John Berg).

Swearing-in ceremony for a new Sterling Heights Firefighter (Presentation – Fire Chief Christopher Martin).

ORDINANCE INTRODUCTION

1. **To consider introduction of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from O-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139 (Presentation – Chris McLeod, City Planner).**

2. CONSENT AGENDA

A. Approval of Minutes
Regular Meeting of March 1, 2016

B. Approval of Bills

C. To award a bid for turf and concrete restoration at unit prices bid (Estimated expense of $65,000 through December 31, 2016).

D. To award a bid to replace the engine in a 2006 Ford F-650 Super Duty chipper truck (Total expenditure of $15,989).

E. To award a bid for landscaping and snow removal services in connection with nuisance abatement activities for a two-year period at unit prices bid (Charges paid by property owner).

F. To award a bid for the purchase and planting of street trees at unit prices bid (Expected annual expenditure of $41,850 that is 100% reimbursed by property owners requesting street tree replacement).

G. To award a bid for a trench box (Total expense of $12,119.25).

H. To award a bid for operable partition walls for the Sterling Heights Senior Center (Total expenditure of $38,080 - 100% funded through Community Development Block Grant funds).

I. To accept a proposal by *SeeClickFix*, Inc. for customer service software with mobile app (Total annual expenditure of $18,696).

J. To approve a purchase of managed internet services from AT&T Corporation (Total annual expenditure of $29,328).

K. To approve final payment in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

CONSIDERATION

3. To consider a nomination to the City of Sterling Heights Board of Ordinance Appeals Panel II.

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

COMMUNICATIONS FROM CITIZENS

(a) This item shall be taken up at 10:00 p.m. if the business portion of the agenda has not been concluded.

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

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

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

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

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

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

UNFINISHED BUSINESS

1.
2.
3.
4.

NEW BUSINESS

1.
2.
3.
4.

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

ADJOURN

Clerk of the Council

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

The backup information for this agenda is available on the City's website. Go to www.sterling-heights.net and click on City Council e-Packets.

MAYOR
Michael C. Taylor

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CITY MANAGER'S REPORT

March 15, 2016 --- CITY COUNCIL MEETING

A. MASTER PLAN COMMUNITY FORUMS

The City is hosting two community input forums at the Sterling Heights Senior Center to solicit feedback on the Land Use Master Plan and the Parks, Recreation and Non-Motorized Master Plan. The City is hoping residents will weigh-in on a proposed new community center and the addition of numerous other placemaking initiatives that could be added to upgrade the quality of life for Sterling Heights residents.

The first Community Input Forum, set for 7 p.m. on Wednesday, March 16 (tomorrow), will be held to establish a vision for the future through goals, objectives and strategies. The second forum will be held at 7 p.m. on Wednesday, April 20 and focused on formulating planning proposals related to redevelopment, land use, recreation and non-motorized networks.

B. MAY PRIDE AND SHINE MONTH

This May, the City of Sterling Heights will kick-off a new tradition known as "Sterling Pride Month." The month of activities throughout May will focus on preserving and beautifying the City's existing green space, cleaning up residential neighborhoods and encouraging the planting of trees on both public and private property. The overall effort is multifaceted in that it will help increase the tree canopy as well as encourage residents to take pride in keeping the City clean and green. We will be highlighting the schedule of activities at the April 19th City Council meeting, but I would like to bring the month long Tree Sale to everyone's attention as you may very well be planning your yearly tree plantings.

Tree Sale

DPW will discount its tree program in the month of May to encourage residents to purchase trees for the fall 2016 planting. Trees will be available for $150 for the month of May, a $50 discount from the normal purchase price of $200. DPW will distribute a list of tree choices to residents for planting in the public right-of-way. Trees purchased in May will be planted following the first frost of the season, likely in the end of October or early November 2016. For more information, call DPW at (586) 446-2440.

C. DODGE PARK CONSTRUCTION

The estimated start date for Dan's Excavating is late March. A more firm date will be known and provided after contract award. Tree removals will be the first item for Dan's to complete. Consumers Energy will start with the replacement of the gas main tentatively on Monday, March 7. Consumers will start their work at Metro Parkway and work their way north to Utica Road. The barrels on Dodge Park Road is for Consumers Energy work. The entire project will be completed by year's end.

D. HOLIDAY LIGHTS

City code enforcement officers have begun sending reminder letters to residents who still have holiday lights on display on their properties. Per city ordinance, holiday lights should be removed no more than 60 days after the holiday for which they are displayed. Residents who receive reminder letters have ten days to remove these lights from the date of the letter.

E. DETROIT TIGERS VIEWING PARTY

Seniors, wear your Tigers' gear and join fellow fans for some food, fun and the Tigers' game on the big screen on Friday, April 8th at 12:15 pm (Game begins at 1:08 pm). Kowalski hot dogs, red skin potato salad, cole slaw, fruit, dessert, munchies, and soda pop will be on hand. Cost is $9 for residents / $11 for non-residents. The last day to register for this event is April 1st. Please call the Senior Center at 586-446-2750.

Respectfully submitted,

Mark D. Vanderpool, City Manager

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED MAR 1 0 2016

City Clerk's Use

Item No: Presentation #1

Meeting: 3/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Nice Neighbor Award Presentation

Submitted By: Community Relations Department

Contact Person/Telephone: Sue Giallombardo, Community Relations Specialist / 446- 2473 SG

Administration (initial as applicable)

		Attachments			
MC	City Clerk	___	Resolution	___	Minutes
BB	Finance & Budget Director	___	Ordinance	___	Plan/Map
JB	City Attorney (as to legal form)	___	Contract	___	Other
MW	City Manager				

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

Executive Summary

This is another presentation in the Nice Neighbor Program, which honors homeowners and businesses that improve the quality of life for their neighbors. The Community Relations Department is proud to present Jennifer Pellow and Christina Ortenburg for recognition as recipients of a Nice Neighbor award. Ms. Pellow and Ms. Ortenburg were nominated by Sterling Heights Police Lt. Aaron Burgess for the Nice Neighbor award.

In support of this nomination, Lt. Burgess reports that Ms. Pellow and Ms. Ortenburg witnessed a serious personal injury accident involving a passenger vehicle and a motorcycle. As a result of the accident, the motorcycle driver was rendered unconscious and stopped breathing. Disregarding their own personal safety, Lt. Burgess states, "Jennifer and Christina entered the roadway and began providing emergency care to the motorcycle driver. As a result of their actions, the driver regained his ability to breathe on his own."

Lt. Burgess adds that if not for the prompt response of Ms. Pellow and Ms. Ortenburg, the motorcycle driver may not have survived the accident.

Being a Nice Neighbor can take many forms. The care and compassion that Ms. Pellow and Ms. Ortenburg demonstrated in coming to the aid of someone in need of lifesaving first aid certainly merits their recognition as Nice Neighbors.

Suggested Action:

Present Jennifer Pellow and Christina Ortenburg with the Nice Neighbor Award in recognition of their efforts to assist the community and contributions in making Sterling Heights' overall quality of life second to none.

The Sterling Heights Mayor & City Council proudly issue this

NICE NEIGHBOR AWARD

to

Jennifer Pellow

In recognition of your efforts to assist your community and contributions in making Sterling Heights' overall quality of life second to none.

CITY OF Sterling Heights
InnovatingLiving

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

Issued: March 15, 2016

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The Sterling Heights Mayor & City Council
proudly issue this

NICE NEIGHBOR AWARD

to

Christina Ortenburg

In recognition of your efforts to assist your community and contributions in making Sterling Heights' overall quality of life second to none.

CITY OF Sterling Heights
InnovatingLiving

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

Issued: March 15, 2016

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DELIVERED MAR 1 0 2016

City Clerk's Use
Item No: Presentation #2
Meeting: 03/15/16

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Swearing-in ceremony for new Sterling Heights Police Officers (Presentation – Interim Chief John Berg.)

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager 446-2421 MC

Administration (initial as applicable)

		Attachments			
MC	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:

Interim Police Chief John Berg will be introducing and swearing-in the following four individuals who have been recently hired to serve the City, its businesses, and residents as police officers in the Sterling Heights Police Department:

- Dominic Countryman
- Jeremiah Orvelo
- Shane Palmer
- Dominic Redman

Suggested Action:

MOVED BY: SECONDED BY:

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED MAR 10 2016
City Clerk's Use
Item No: Presentation #3
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Swearing-in ceremony for a new Sterling Heights Firefighter (Presentation – Fire Chief Christopher Martin).

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, MC City Clerk / Risk Manager, 586/446-2421

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
	City Manager				

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

Executive Summary

Fire Chief Christopher Martin will be introducing and swearing-in Geoffrey Campau, who has recently been hired to serve the City, its businesses, and residents as a firefighter/paramedic in the Sterling Heights Fire Department.

Suggested Action:

MOVED BY: **SECONDED BY:**

CITY OF Sterling Heights

Business of the City Council
Sterling Heights, Michigan

DELIVERED MAR 1 0 2016
City Clerk's Use

Item No: 1
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider introduction of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from O-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139 (Presentation – Chris McLeod, City Planner).

Submitted By: Office of Planning

Contact Person/Telephone: Chris McLeod, City Planner, (586) 446.2384 CM

Administration (initial as applicable)		**Attachments**			
MC	City Clerk	___	Resolution	___	Minutes
LB	Finance & Budget Director	___	Ordinance	x	Plan/Map
JB	City Attorney (as to legal form)	___	Contract	x	Other
NM	City Manager				

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

Executive Summary

Introduction

At the March 1, 2016 regular meeting, the City Council postponed consideration of this proposed conditional rezoning to the March 15, 2016 regular meeting at the request of Antias Investments, LLC, a Michigan limited liability company (Petitioner).

In the interim, Petitioner has retained new legal counsel, who is requesting that the City Council refer Case No. PZ15-1139 back to the Planning Commission in order to address the issues cited in support of the recommendation to deny introduction of the proposed conditional rezoning.

It should be noted that it will be incumbent upon Petitioner to make material changes to the offer of conditional rezoning in order to change the recommendation to deny. Otherwise, the Planning Commission will be effectively reconsidering a proposal that it has already acted upon. Petitioner has made no indication as to what material and substantial changes will be made. For this reason, recommendation is being made to deny introduction of the conditional rezoning request. However, a motion to refer the case back to the Planning Commission is also presented as an alternate Suggested Action below should the City Council wish to grant Petitioner's request.

Background

Petitioner is requesting a conditional rezoning for property located on the east side of Mound Road, south of Burroughs Avenue in Section 4, from O-1 (Business & Professional Office District) to R-60 (One Family Residential District) in order to develop the subject property with four (4) single family residences. The subject property is currently vacant.

Petitioner has an option to purchase the subject property, which has approximately 148' of frontage on Mound Road and a depth of approximately 300'. A variety of land uses abut this 1.02 acre vacant parcel. The lot immediately to the south of the subject parcel is zoned O-1 (Business & Professional Office District) and improved with an older residence. Further to the south, the vacant land fronting on Mound Road is also zoned O-1 (Business & Professional Office District), but a use variance recently granted by the Zoning Board of Appeals will result in the construction of a Jimmy Johns fast food restaurant with a drive through.

To the north, across Burroughs Avenue, the Mound Road frontage is improved with a multi-family development. Immediately to the east of the subject parcel, the property is zoned R-60 (One Family Residential District) and improved with established single-family residences.

The Master Land Use Plan designates this area as Transitional. This land use category is intended to permit transitional uses depending on the parcel size, configuration, and location. The appropriate land uses for this designation will depend on the unique characteristics of each site. The Master Land Use Plan specifically indicates the Transitional designation is to be utilized where single family housing is to be phased out over time (i.e. along the Mound Road frontage). The Master Land Use Plan further suggests that nonresidential developments adhere to the design principles outlined for Local Commercial land uses in the Plan. These principles include traditional architectural design principles, developments being orientated to pedestrians, parking being located in the side and rear yards, a buildings relationship to the street, amongst others.

Proposal

Petitioner has an offer to purchase the subject parcel and is requesting the conditional rezoning to facilitate development of four single family residences with frontage on the south side of Burroughs Avenue. The subject parcel would be split into four separate lots. The lot closest to Mound Road would be 90' (frontage) by 126' (depth). The three other lots created by splits will measure 70' (frontage) by 126' (depth). Petitioner has not provided any building plans as part of the conditional rezoning, but has verbally indicated that the residences will be ranch style and 1,800 square feet each.

Petitioner's proposed property split will also create an orphan, non-buildable parcel measuring approximately 22' of frontage on Mound Road and a depth of 300'. Petitioner proposes to sell the orphan parcel to the owner of the parcel abutting to the south (and zoned O-1) It should be noted that this property transfer may not be guaranteed as it would require both owners to agree on the transfer and terms of transfer.

Specific Conditions Offered

- Build four (4) – 1,800 square foot, ranch style homes on Burroughs Avenue
- Lots measuring 75x125 (corner lot would be larger)

- Intention of selling twenty two (22) feet of frontage off of Mound to the owner of 43080 Mound or to buy 43080 Mound Road from the current owner.
- See attached site plan

When evaluating the potential rezoning of the property, it is important to first look at the range of permitted uses under the existing zoning. The O-1 District allows for a wide array of administrative office uses, medical offices, banks, etc. These types of uses would be consistent with the office uses further to the south. However, it is noted that the applicant has indicated that the property has been for a long period with little or no interest.

The existing office designation would provide a continuation of the office zoning pattern that has been established from Burroughs Avenue, through the property to the south, and all the way to 19 Mile Road. Further, the office use would continue to provide a transition to the property to the north (across Burroughs Avenue) which is multiple family.

The specific intent of the City's One Family Residential Zoning District is to encourage the construction and continued use of one family dwellings and to prohibit the use of the land which would substantially interfere with the development of one family dwellings. The city also discourages any land use which, because of its character and size, would create requirements and costs for public services substantially in excess of those needed for the one family densities of that zoning district. The city also discourages any land use which would be incompatible or generate excessive traffic on local streets. The intent of the one family district in this case appears to conflict with the intent of the Master Land Use Plan.

Finally, if rezoned, the property could impact the development of the remaining O-1 property between the subject property and the developed office complex at the intersection of 19 Mile Road. The remaining nonresidential property(s) would likely be required to provide additional screening, additional setback or both.

<u>Recommendation</u>

The Office of Planning has reviewed Applicant's application to conditionally rezone the subject property and is recommending denial. The specific reasons for this recommendation include the following:

1. The proposed conditional rezoning of the subject property from O-1 (Business & Professional Office District) to R-60 (One Family Residential District) is contrary to the City's Master Land Use Plan. As noted above, this portion of Mound Road frontage is designated Transitional, with the intent to phase out, over time, the older single family residences fronting Mound Road. This transition has been occurring for many years and it would be inconsistent to now rezone the subject property to introduce single family residential uses within this area.

2. The proposed conditional rezoning would create inconsistent adjacent uses. The adjacent parcel to the south is zoned O-1. The adjacent R-60 and O-1 districts will require imposition of greater separation (screening) and set back requirements for the owner of the property zoned for business and professional office uses. Future development of the

property zoned O-1 has the potential to adversely impact the single family residential uses being proposed.

3. The proposed conditional rezoning to single family residential is inconsistent with the zoning and land use patterns along the Mound Road frontage in this area, which include commercial, office and multiple family.

4. The Applicant's proposed conditions do not mitigate or outweigh the material zoning concerns outlined above. By example, the proposed transfer of the twenty two (22) feet of orphan property from the south side of the subject property cannot be guaranteed.

At the regular meeting of January 14, 2016, the Planning Commission voted 7 – 0 (2 members absent) to recommend that the City Council DENY the conditional rezoning request, Case No. PZ15-1139.

Suggested Action (To deny conditional rezoning):

MOVED BY: SECONDED BY:

RESOLVED, to deny introduction of the map amendment to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from O-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139.

Alternate Suggested Action (To refer the conditional rezoning back to the Planning Commission for further consideration):

MOVED BY: SECONDED BY:

RESOLVED, to grant the request by Antias Investments, LLC to refer the proposed offer of conditional rezoning to the Sterling Heights Planning Commission for further consideration, Case No. PZ15-1139.

NOTIFICATION LIST

Antias Investments
4831 Norway
Sterling Heights, MI
(586) 770-7226

Conditional/Contract
Zoning Application

PZ15-1139
Date: December 17, 2015

PETITION TO AMEND THE ZONING ORDINANCE
CITY OF STERLING HEIGHTS, MICHIGAN

1. Antias Investments (Name) 4831 Norway (Address)

Sterling Heights, MI (City, State, Zip Code) (Phone)

☐ is the owner ☑ has an option to purchase ☐ is buying on land contract

DOCUMENTATION MUST BE INCLUDED THAT VERIFIES OWNERSHIP OR INTEREST IN THE PROPERTY (i.e., Warranty Deed, Land Contract, Lease, Option, etc.)

2. It is requested that the following described property be rezoned from

Office to Residental.

3. Property Address: 43112 Mound

Property is located on the East side of Mound Road

between 19 Mile and Hall Rd

Roads in Section _____.

Sidwell/Parcel ID No. 10-04352-036

Acreage: 1.02 Acres

Please attach Legal Description:

4. If rezoned, describe the intended use of the property and all structures, and any conditions of approval you wish the Planning Commission/City Council to consider. Submit any site, landscaping, signage, and elevation plans that may assist in this review.

See Attached.

5. State why the change requested is necessary for the preservation and enjoyment of substantial property rights and why such change will not be detrimental to the public welfare nor the property of other persons in the vicinity.

See Attached.

6. Attach a legible and reasonably accurate location sketch. Identify the boundaries of area requested for rezoning and nearest streets and mile section roads. North point shall point up. Sketch shall be three (3) inches wide and three and one-half (3½) inches long.

7. Legal Owner:

Christopher Wolner 4547 Serenity Trl
(Name) (Address)

Palm Harbor, FL, 34685
(City, State, Zip Code) (Telephone)

8. Applicant:

Antias Investments, LLC (Mike Antias) 4831 Norwa
(Name) (Address)

Sterling Heights, MI, 48314
(City, State, Zip Code) (Telephone)

9. Designated Agent for Applicant:

Tony Saco 40682 Ryan Rd
(Name) (Address)

Sterling Heights, MI, 48310 586 770-7226 (cell)
(City, State, Zip Code) (Telephone)

Signature of Legal Owner — Printed Name: Christopher Wolner

Signature of Applicant — Printed Name: Mike Antias

Signature of Agent — Printed Name: Tony Saco

Antias Investments, LLC
4831 Norway
Sterling Heights, MI, 48314

RE:
Rezoning for lot located at:
43112 Mound Rd
Sterling Heights, MI, 48314

4) If rezoned, describe the intended use of the property and all structures, and any conditions of approval you wish the planning commission/city council to consider. Submit any site, landscaping, signage, and elevation plans that may assist in this review.

- If rezoned we intend to build 4, 1,800 Sq foot, ranch style homes on Burroughs Ave
- The lots would measure 75x125.
- We are intending to sell 22 feet frontage off of mound to the owner of 43080 Mound or to buy 43080 Mound rd from the current owner. In doing so we are looking to increase the use opportunities of that lot. The current lot on 43080 Mound is 74, our plan to combine it with 22 feet would give it 96 Frontage off of mound.
- (SEE ATTACHED SITE PLAN)

5) State why the change requested is necessary for the preservation and enjoyment of substantial property rights and why such change will not be detrimental to the public welfare nor the property of other person in the vicinity.

- The current zoning of O-1 would have more of an impact on the current residential occupants than our plans to build homes. We are looking to continue the more predominate zoning off of Burroughs Ave and to complete the street and to make it more conforming to its surroundings.
- The lot has been for sale as an O-1 Vacant Lot for many years and has not had any interested buyers. We feel that the current zoning is not suitable for the lot and that a residential zoning would be a better fit. Such change will not affect the streets landscape and will only help the surrounding home values.

Mike Antias (Petitioner) 11/25/2015

Tony Saco (Agent for Mike Antias) 11/25/2015

ACKNOWLEDGEMENT

CASE NO. _____

43112 Mound, Sterling Heights, MI, 48314

PROPERTY ADDRESS

I have read and understand the Policy on Erection of Public Notice Signs on Rezoning Requests.

It is understood and accepted that the City of Sterling Heights has full responsibility in preparing, maintaining and removing any and all signs placed on property sought to be rezoned under this case number. Further, I hereby grant permission to the City of Sterling Heights to enter on my property to erect and remove (at the appropriate time) a public notice sign.

11.25.15

Date

Signature

ADDENDUM TO PETITION TO AMEND THE ZONING ORDINANCE
CITY OF STERLING HEIGHTS, MICHIGAN

All petitioners requesting to rezone property in the City of Sterling Heights are advised by the Sterling Heights Planning Commission to limit their presentation to the issue of the requested rezoning, land use management and development of the property and surrounding areas. Factors that petitioners should be addressing or responding to as why their rezoning should be approved may include the following:

1. Is the rezoning consistent with other zones and land uses in the area?

2. Are the uses in the proposed zone equally or better suited to the area than the current uses?

3. Is the proposed rezoning consistent with the policies and uses proposed for that area in the City's Master Land Use Plan?

4. Is there an error in the zoning ordinance which would be corrected by the proposed rezoning petition? The petitioner should present a detailed explanation of such alleged error in the ordinance and provide detailed reasons as to how the proposed rezoning will correct the ordinance.

5. Have conditions changes or are there changing conditions in the City generally, which make the proposed rezoning reasonably necessary?

6. Is the property capable of being developed as currently zoned? If not, explain why.

7. Is the rezoning or its denial arbitrary or capricious in terms of surrounding uses of property?

CITY OF STERLING HEIGHTS
POLICY ON ERECTION OF PUBLIC NOTICE SIGNS ON REZONING REQUESTS

1. The City of Sterling Heights requires that for all rezonings the subject property in question must be posted with a public notice sign.

2. The fee paid by the petitioner at the time a rezoning request is received by the Office of Planning and Zoning shall cover, in addition to the costs in processing and conducting a public hearing, the cost of public notice signs. Please contact the Office of Planning (586.446.2720) for the cost of the sign.

3. The City shall be responsible to prepare, erect maintain and remove public notice signs involving all rezoning requests.

4. Signs on rezonings will be posted no later than fifteen (15) days before the public hearing. The sign will be erected in full public view along the road frontage of the property, which is sought to be rezoned. If the property has frontage on two major streets, two signs will be required to be erected.

5. The Office of Planning staff in coordination with the Department of Public Works will check to make sure that all signs are erected within the above time frame.

6. The public notice sign(s) shall remain up during the public hearing process on all rezonings. All signs will be removed by the City of Sterling Heights within five (5) working days of final action (i.e., approval or denial) by the City Council/Planning Commission or withdraw the application.

7. Should the City of Sterling Heights initiate a rezoning involving privately owned property, the erection of a public notice shall be required and it will be placed on the property line.

AuthentiSign ID: CD52565A-86A9-4F67-83A5-E76DE321EA70

Century 21
AAA NORTH

☑ 40682 Ryan Road
Sterling Heights, MI 48310
Phone (586) 274-1111
Fax (586) 274-4580

☐ 71050 Van Dyke
Romeo, MI 48065
Phone (586) 752-0600
Fax (586) 752-5517

☐ 16432 26 Mile Rd.
Macomb Twp., MI 48042
Phone (586) 677-8888
Fax (586) 677-4460

Purchase Agreement

Listing Broker	Selling Broker
Century 21	Century 21
Agent Tony Saco ID 341334	Agent Mike Antias ID
Office ID 421 Phone 586-770-7226	Office ID 421 Phone 586-604-0600

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser hereby offers and agrees to purchase property located in Michigan, City/Township/Village of Sterling Heights County of Macomb

Property ID# _____ Legal description _____

Also being commonly known as 43112 Mound Rd and 43100 Mound Rd Zip 48314
Street Address

Purchase is subject to existing building and use restrictions, easements, and zoning ordinances, unless contract specifies otherwise.

Property described above shall include all available mineral rights, all fixtures, improvements and appurtenances now in or on property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, curtain and drapery hardware, window shades and blinds, attached mirrors, telephone system (not individual plug-in instruments), television antennas, satellite dishes (any accessories and complete rotor equipment), storm doors, storm windows, screens, awnings garage door openers and transmitters, water softeners (if owned) and security systems (if owned), mail box, fences, fireplace (inserts, doors, screens, gas logs, grates, gas attachments and equipment), attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

_____

_____

2. **PRICE:** Purchaser agrees to pay the sum of Ninety Thousand Dollars$(90,000.00)

3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by certified or cashiers check, or any other manner acceptable to closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

☑ A. **CASH SALE.** Delivery of a Warranty Deed conveying a marketable title.

☐ B. **CASH SALE WITH NEW MORTGAGE.** Delivery of a Warranty Deed conveying a marketable title. This agreement is contingent upon the purchaser being able to secure a _____ Mortgage in the amount of $_____ and pay $ _____ down plus mortgage costs, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within ____ calendar days from date of Seller's acceptance. If a mortgage commitment, conditioned only upon marketable title, is not obtained within _____ calendar days from date of agreement, Seller shall be notified immediately. The Purchaser and Seller may agree to extend agreement to a date certain, or cancel the contract and the deposit shall be returned. (FHA or VA attached addendum.)

☐ C. **SALE TO EXISTING FINANCING OR LAND CONTRACT SALE.** (See attached "ADDENDUM" made a part hereof).

4. **EARNEST MONEY:** Purchaser is depositing $ 1,000.00 in the form of ☐ cash, ☑ personal check, ☐ cashier's check or money order (check one). Earnest money shall be held and deposited by the Broker in a separate custodial or trust account in accordance with the rules and regulations of the State of Michigan, and applied to the purchase price if the sale is consummated. If the offer made is not acceptable to the Seller the earnest money shall be returned to the Purchaser. Broker hereby acknowledges receipt of the earnest money and a copy of this agreement shall serve as a receipt to Purchaser. Broker will release earnest money only upon one of the following conditions:
   - Closing of this transaction
   - Mutual Release signed by Seller and Purchase
   - Interplead with Circuit Court

5. **BROKERS ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT:** Received By CENTURY 21 AAA North.

Mike Antias — 10-29-15

Broker's Representative — Date

PURCHASER'S INITIAL — SELLER'S INITIAL (JW) (CW)

6. **CLOSING:** Subject to all conditions herein, closing shall take place within 10 days after written mortgage approval, if applicable. Said closing shall take place at the Listing Office unless otherwise mutually agreed; Seller shall pay all state and county transfer taxes and other costs required to convey title. Other within 90 days of seller signed acceptance.

7. **POSSESSION:** Seller shall deliver and the Purchaser shall accept possession of said property. If the Seller occupies the property it shall be vacated on or before _____ days after closing. From the day of closing to the date of vacating the property as agreed, SELLER SHALL PAY the sum of $ _____ per day. THE BROKER, OR DESIGNATED TITLE COMPANY, SHALL RETAIN from the amount due the Seller at closing the sum of $ _____ as security for said occupancy charge, paying to the Purchaser the amount due and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. (Broker has no obligation or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is only acting as an escrow agent for holding the occupancy deposit.)

   If the seller fails to give possession to Purchaser as provided and Seller retains the property beyond the agreed time, Seller may be liable for the cost of eviction proceedings, attorneys fees, damages and other cost incurred by Purchaser in obtaining possession and collecting the amount due. If tenant(s) occupy the property see attached Tenant Addendum.

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Purchaser and Seller are hereby notified of benefits of having premises covered by a Home Protection Plan and are aware that such plan may be purchased mutually or separately by either party.

9. **SEWER AND WATER CHARGES :** Seller agrees to pay all sewer and water charges to date of ☒ CLOSING ☐ POSSESSION. (Closing to apply if no choice is made.) Designated escrow agent shall retain from amount due Seller at closing a minimum of $300.00 for water charges. When final water bill is verified paid any unused portion shall be returned to Seller. If seller fails to produce a bill within 30 days of vacating the property seller shall forfeit any claim to funds in escrow account and the entire amount shall be delivered to the purchaser.

10. **TITLE EVIDENCE AND OBJECTIONS:** Seller authorizes broker to order title insurance within ten (10) business days of acceptance of offer and to furnish Purchaser a Eagle Policy Commitment of Title Insurance without standard exceptions prior to closing. After closing, a Policy of Title Insurance will be issued in the amount of purchase price, bearing date later than acceptance hereof guaranteeing title in condition required for performance of this Agreement. If objection to title is made, based upon written opinion of Purchaser that title is not in condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, either (1) to remedy title, or (2) to obtain title insurance as required above. Purchaser agrees to complete sale within 10 calendar days of written notification thereof. If seller in good faith is unable to remedy title or obtain title insurance within said 30 days, at Purchaser's option this Agreement may be declared null and void.

11. **SURVEY:** Broker recommends Purchaser obtain a survey.

12. **PROPERTY TAXES:** Seller shall pay all property taxes due and payable on or before date of closing. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date basis of municipality or taxing unit in which property is located.

13. **PRIVATE ROADS:** If the property is located on a private road see addendum. (Private Road, Condominium, or Homeowners Association Addendum).

14. **SPECIAL ASSESSMENTS:** Seller shall discharge all public authority charges (special assessments, water, sewer, paving charges, etc.), which are currently due and payable. Purchaser shall assume responsibility for future payments for multiple year assessments and any future assessments not yet recorded or invoiced, subject to municipal ordinance.

15. **CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS:** Any condominium, homeowner association dues/assessments/liens shall be paid by seller at closing. Current dues shall be prorated. Purchaser will pay any and all dues/assessments/liens coming due after closing. (See Condominium or Homeowners Addendum)

16. **MAINTENANCE OF THE PROPERTY:** Before Closing Seller is responsible to keep property in substantially the same condition as of date of this Agreement; maintaining grounds and providing routine maintenance of heating/air conditioning, sewer, septic, wells, plumbing, electrical systems and any included appliances and equipment until property is vacated and keys are surrendered by Seller. Seller is responsible to keep all systems in working order until vacating; except for any conditions that may have been disclosed in Seller's Disclosure Statement or conditions discovered by Purchaser as part of any inspections made by or on behalf of Purchaser where Purchaser accepted such conditions. After Closing the Purchaser is responsible to repair or replace any breakdown of above mentioned systems, roof leaks or foundation leaks during the possession period. The Seller is responsible for notifying the Purchaser of any defects with these systems immediately upon discovery. Seller further agrees to keep all utility services (electric, gas, and water) operating until date of possession by Purchaser. . In event property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize property prior to closing. Seller agrees to leave property broom-clean and free of debris and any personal property. Purchaser agrees to acquire utility service (electric, gas heating fuel, etc) upon taking possession.

17. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason including but not limited to a natural disaster, risk of loss shall be on the Seller. If property is destroyed or substantially damaged prior to closing, at Purchaser's option, this Agreement may be declared null and void.

M.A _____ PURCHASER'S INITIAL

[JW] [CW] _____ SELLER'S INITIAL

18. **DEFAULT:** In the event of default by the Seller, the Purchaser may elect to enforce the terms hereof or demand and be entitled to, a refund of the entire deposit in full termination of this agreement. In the event of default by the Purchaser, the Seller may elect to enforce the terms hereof or declare forfeiture and retain the deposit as liquidated damages.

19. **DISCLAIMER OF BROKER(S):** Brokers and Salespersons specifically disclaim any responsibility for condition of property or for performance of this Agreement by the parties It is further understood and agreed that neither Listing Broker nor Selling Broker warrants property's condition nor do they assume responsibility for any representations made by Seller pertaining to its condition.

M.A PURCHASER'S INITIAL CW JW SELLER'S INITIAL

20. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through property within 48 hours prior to closing to confirm all terms of Agreement have been met.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Purchaser and Seller. Seller and Purchaser acknowledge neither Listing Broker or Selling Broker, or their salespersons, is a party to this agreement. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved. VERBAL AGREEMENTS ARE NOT BINDING.

22. **SUCCESSORS AND ASSIGNS:** Agreements herein shall bind executors, administrators, successors and assigns of respective parties, if applicable.

23. **CLOSING FEE:** Buyer agrees to pay for closing fees as may be charged by the lender, the Title Company, and a $195.00 compliance fee payable to CENTURY 21 AAA North at closing.

24. **COUNTER OFFER PROVISION:** In the event Seller makes ANY written changes to terms and conditions herein, such changes, if initialed and signed by Seller, will constitute a counter offer by Seller to Purchaser. Acceptance occurs when Purchaser initials each change, signs Purchaser Acknowledgment of Receipt and delivers notice to Seller. Seller reserves the right to accept subsequent offers prior to knowledge of acceptance of Purchaser thereby declaring the counter offer null and void.

M.A PURCHASER'S INITIAL JW CW SELLER'S INITIAL

25. **LEAD-BASED PAINT DISCLOSURE** : (For residential housing built prior to 1978.) Purchaser acknowledges that prior to signing the Purchase Agreement, Purchaser received and reviewed a copy of the Lead Based Paint Seller's Disclosure Form dated _____ the terms of which are incorporated herein.

_____ Initials Purchaser shall have a 10 day opportunity after the date of this agreement to conduct a lead based inspection of the property.

M.A Initials Purchaser waives their opportunity to conduct a lead-based inspection.

26. **INSPECTION OF PROPERTY:** Broker recommends that Purchaser obtain an independent private inspection of property at Purchaser's expense. These may include but are not limited to any inspection(s) or research deemed necessary by Purchaser, including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys, and infestation by wood destroying insects. Purchaser agrees to obtain an inspection within a period of 5 calendar days from date of acceptance herein. If Purchaser does not notify Selling Broker in writing by 6:00 P.M., within 2 calendar days after inspection, that the inspection has revealed substantial defects in the structural, plumbing, heating or electrical systems in excess of normal usage, and provides Selling Broker with a written copy of the inspection report attached thereto, all terms and conditions of the Purchase Agreement shall be binding and sale shall be consummated as specified therein. In the event that the inspection report reveals substantial defects as stipulated above which are not defects disclosed by Seller in the Seller's Disclosure Statement, then Seller shall proceed under one of the following options:

(A) Acknowledge within (5) business days of Seller's receipt of inspection results that Seller will treat the condition and repair, by licensed contractor, the defect at Seller's own expense.

(B) Terminate the Agreement and refund the deposit to the Purchaser, within (5) business days of Seller's receipt of inspection results.

Should Seller elect to terminate the agreement, the Purchaser shall still have the option to consummate the purchase transaction, taking the property in an "as-is" condition, with whatever defects exist. To exercise this option, Purchaser must provide Seller with written notice of such decision within 3 calendar days from Seller's notice of their election to terminate the agreement, and prior the return of escrow funds.

Purchaser Does _____ Does Not M.A Desire to have Property Inspection
Purchaser's Initials Purchaser's Initials

M.A PURCHASER'S INITIAL CW JW SELLER'S INITIAL

27. **PURCHASER ACCEPTANCE OF AS-IS CONDITION:** If Purchaser elects to close not withstanding reported conditions of any inspection report, Purchaser shall be deemed to have accepted property in its "as is" condition as of the date of closing and holds Seller and Broker (s) involved in this transaction harmless for any future problems. Purchaser hereby knowingly waives releases and relinquishes any and all claims or causes of action against Brokers, their offices, directors, employees' and/or its agents for the condition of property.

28. **LIABILITY OF BUYER FOR DAMAGE:** Purchaser shall be solely responsible for any and all damage to property as a result of any and all inspection(s) of property authorized by or conducted by Purchaser. Purchaser shall pay for any and all necessary repairs to restore property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

29. **BUYER RESEARCH:** Broker recommends the Purchaser research square footage, any building and use restrictions, easements of record and ordinances and/or regulations enacted by government entities to ensure intended use of premises.

30. **WELL AND SEPTIC SYSTEM INSPECTION:** If property is serviced by well and/or septic system, Seller shall provide at Sellers expense, and deliver to Purchaser within 15 days of acceptance, an inspection report by county health department or other qualified inspector, as required by county or state authorities. ☐ See Addendum

31. **MUNICIPALITY INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, regulation, State or Federal law, or Purchaser's lending institution, Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by municipality.

32. **OTHER TERMS AND CONDITIONS:** (SEE ADDENDDUM)

Antias Investments, LLC, the purchaser is a company operated and owned by a Michigan Licensed Real Estate Agent

33. **EXCLUDED ITEMS**

Any attached items NOT specifically excluded herein, or by addendum, shall be considered included in the sale

34. **RECOMMENDATION FOR LEGAL COUNSEL:** Broker(s) recommend(s) that all parties to this agreement retain an attorney to protect their interest.

35. **PURCHASER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT:** Buyer hereby makes offer with terms and conditions contained herein. Purchaser acknowledges receipt of a copy of this Agreement.

WITNESS _____ PURCHASER _____
Antias Investments, LLC

DATE 10/29/15 PURCHASER _____

36. **ACCEPTANCE OF AGREEMENT OF SALE:** The above terms of purchase are accepted and Seller acknowledges receipt of a copy hereof. Sellers hereby direct that no further offers be presented after acknowledgment of this offer.

WITNESS Authentisign Tony Saco 10/29/2015 12:53:02 PM SELLER Authentisign _____ 10/29/2015 7:45:00 PM

DATE 10/29/2015 SELLER Authentisign Jeri Wolner 10/29/2015 1:02:53 PM

37. **PURCHASER ACKNOWLEDGMENT OF SELLERS ACCEPTANCE:** Purchaser hereby acknowledges receipt of Seller's signed acceptance of this Agreement and by signing below shall constitute a final acceptance to terms and conditions contained herein.

WITNESS _____ PURCHASER _____
Antias Investments, LLC

DATE 10/29/15 PURCHASER _____

RECEIVED
JAN 12 2016
STERLING HEIGHTS
BUILDING SERVICES

43112 Mound Rd
Tax: 1004352036
Re: rezoning

On 1/09/2016 we went out to the neighborhood seeking support from the neighbors for our rezoning. Needless to say we obtained support from all the neighbors we were able to make contact with (SEE EXHBIT C, signed petitions available). However the only obstacle we have been unable to overcome is the opposition from the owner of 43080 Mound Rd. We previously had a contract to purchase his home and rezone the entire 1.5 acres to C-1 and to build a retail shopping center; however, after speaking with the city and some neighbors we realized this lot was not something that we would be able to rezone to C-1 nor did we want to upset the neighbors in doing so.

The owner of 43080 Mound Rd will try to stop the rezoning and will contest that his lot will be impacted by the rezoning, rendering his lot useless for future building. Exhibit A will show that if our rezoning is denied we will build an office building and the impact that will have on his ability to build. Exhibit B will show that if our rezoning is approved we will build homes and the impact that will have on his ability to build. After looking at both Exhibit A and Exhibit B, we are sure you will come to the realization that no matter what we build on our lot, the owner of 43080 Mound Rd will have the same outcome. The ability for the owner of 43080 Mound Rd to build an office building in the future will not be impacted whether we build homes or an office building.

Date: 1-11-16

Tony Saco
Antias Investments, LLC Representative

Date:

Mike Antias
Antias Invesments, LLC Owner

EXHIBIT A

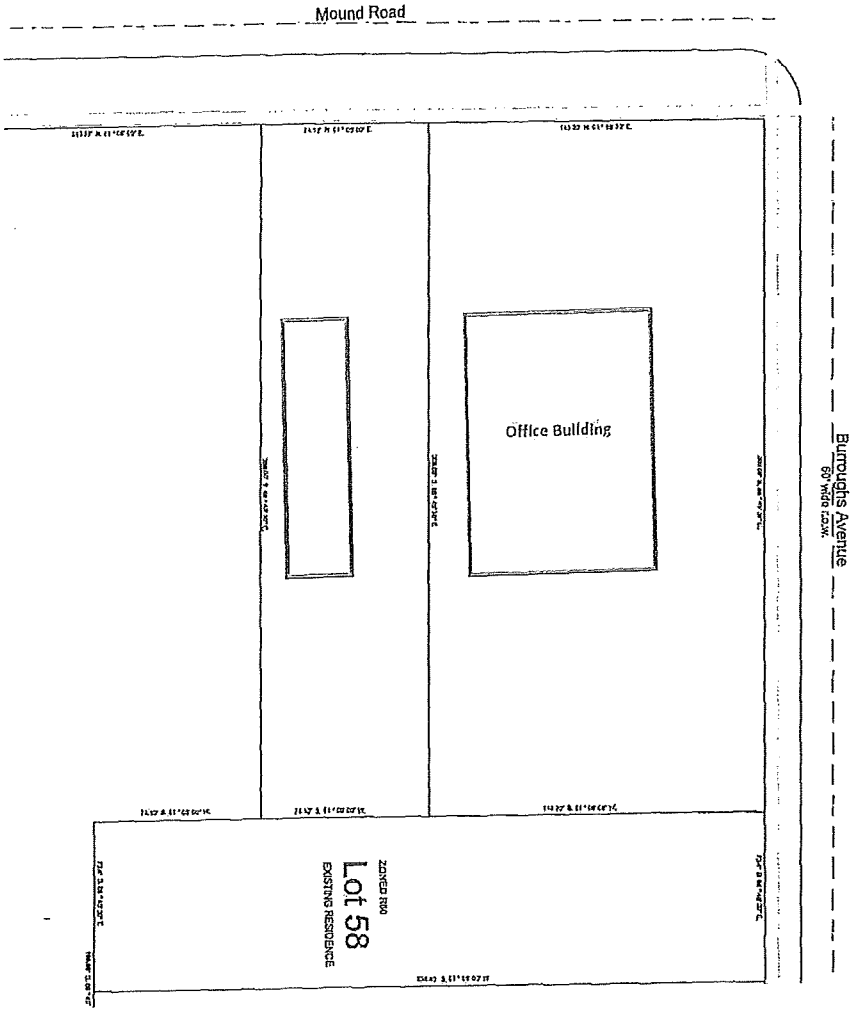
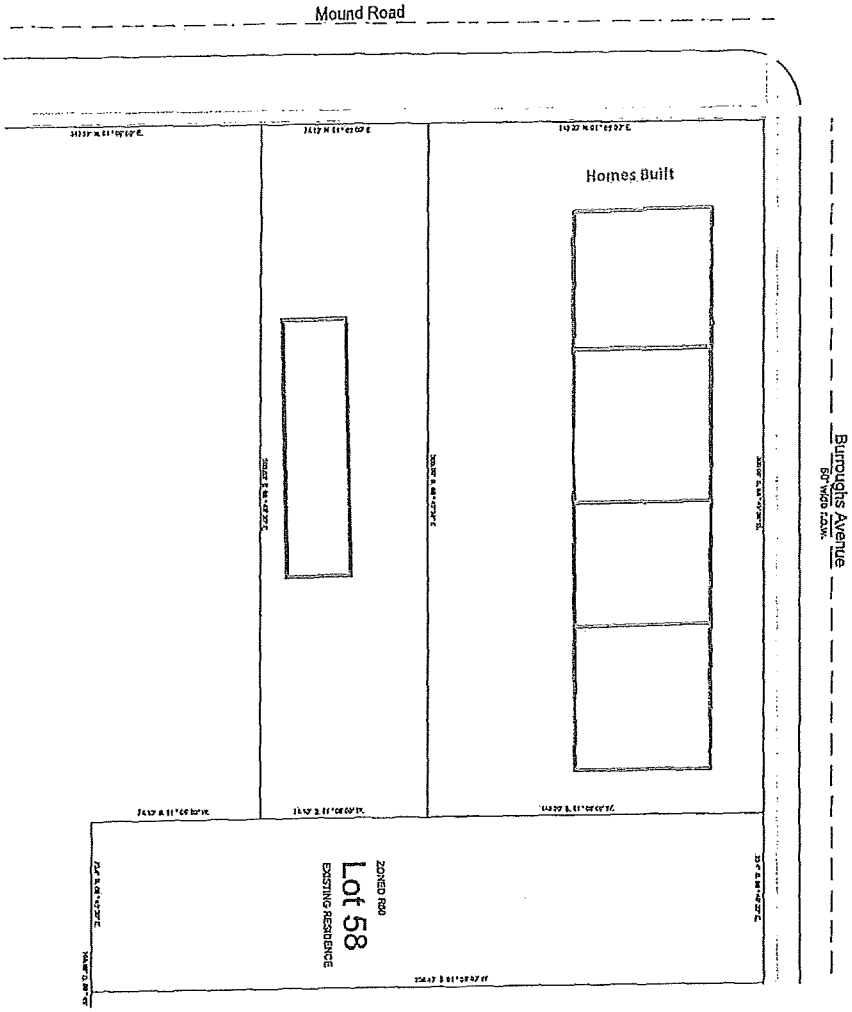
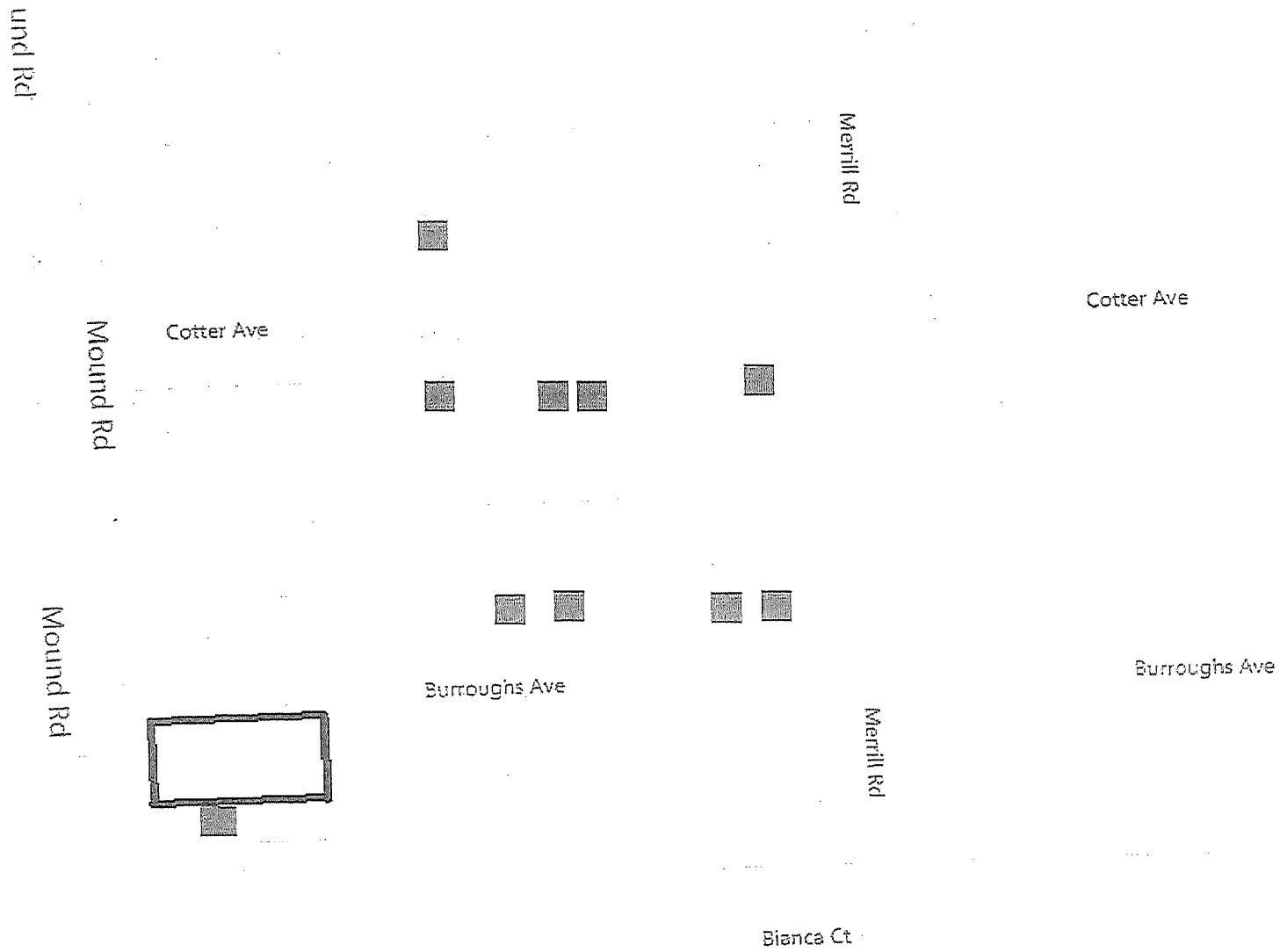

Burroughs Avenue
60' wide r.o.w.
Office Building
ZONED B80
Lot 58
EXISTING RESIDENCE
Mound Road

EXHIBIT B

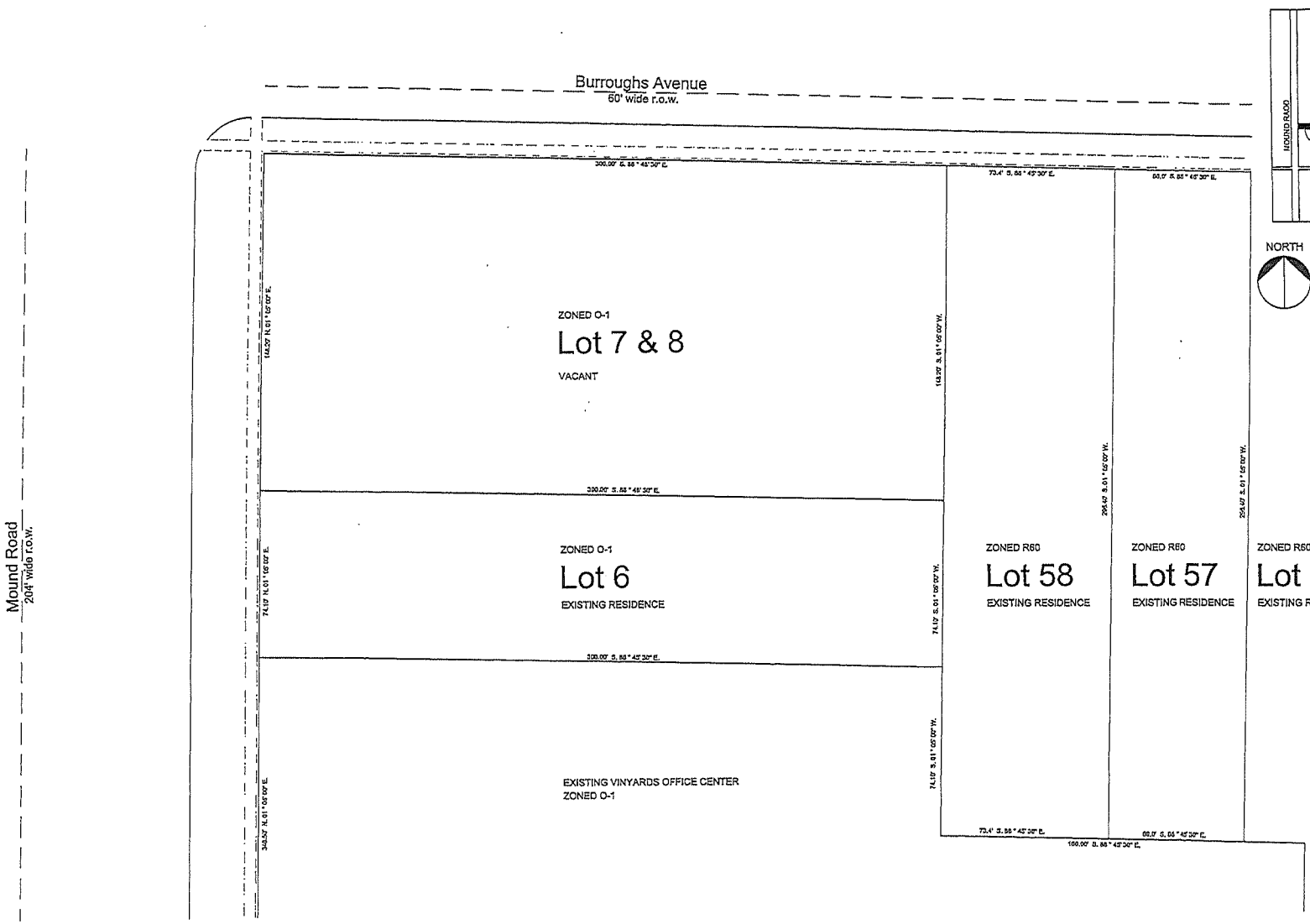

Burroughs Avenue
60' wide r.o.w.
Homes Built
ZONED B80
Lot 58
EXISTING RESIDENCE
Mound Road

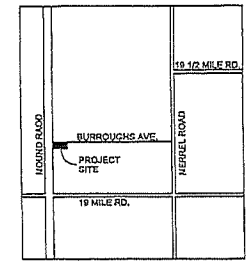


Support the Rezoning

Do NOT support the Rezoning

Exhibit C





NORTH

location map

NO SCALE

existing zoning and use

North

Legal Description

LOTS 7 & 8 OF SUPERVISORS PLAT OF ENGLERS MOUND ROAD FARMS
PART OF THE SOUTHEAST ¼ OF SECTION 4,
T2N, R12E, CITY OF STERLING HEIGHTS, MACOMB COUNTY, MICHIGAN
LIBER 12, PAGE 17 AS RECORDED AT MACOMB COUNTY RECORDS

PZ15-1139

RECEIVED
DEC 17 2015
STERLING HEIGHTS BUILDING SERVICES

Frank Salamone
architects
engineers
planners
46701 hayes road
shelby, mi 48315
586.532.0091

Architect

Date Issued:

Z.B.A. 11/03/15

Project:
Proposed Rezonig for

43112 Mound Rd.
Parcel: 10-04-352-036
Sterling Hts., MI

Client:

Antias Investments
4831 Norway
Sterling Hts., MI
(586) 770-7226

Sheet Title:
EXISTING ZONING

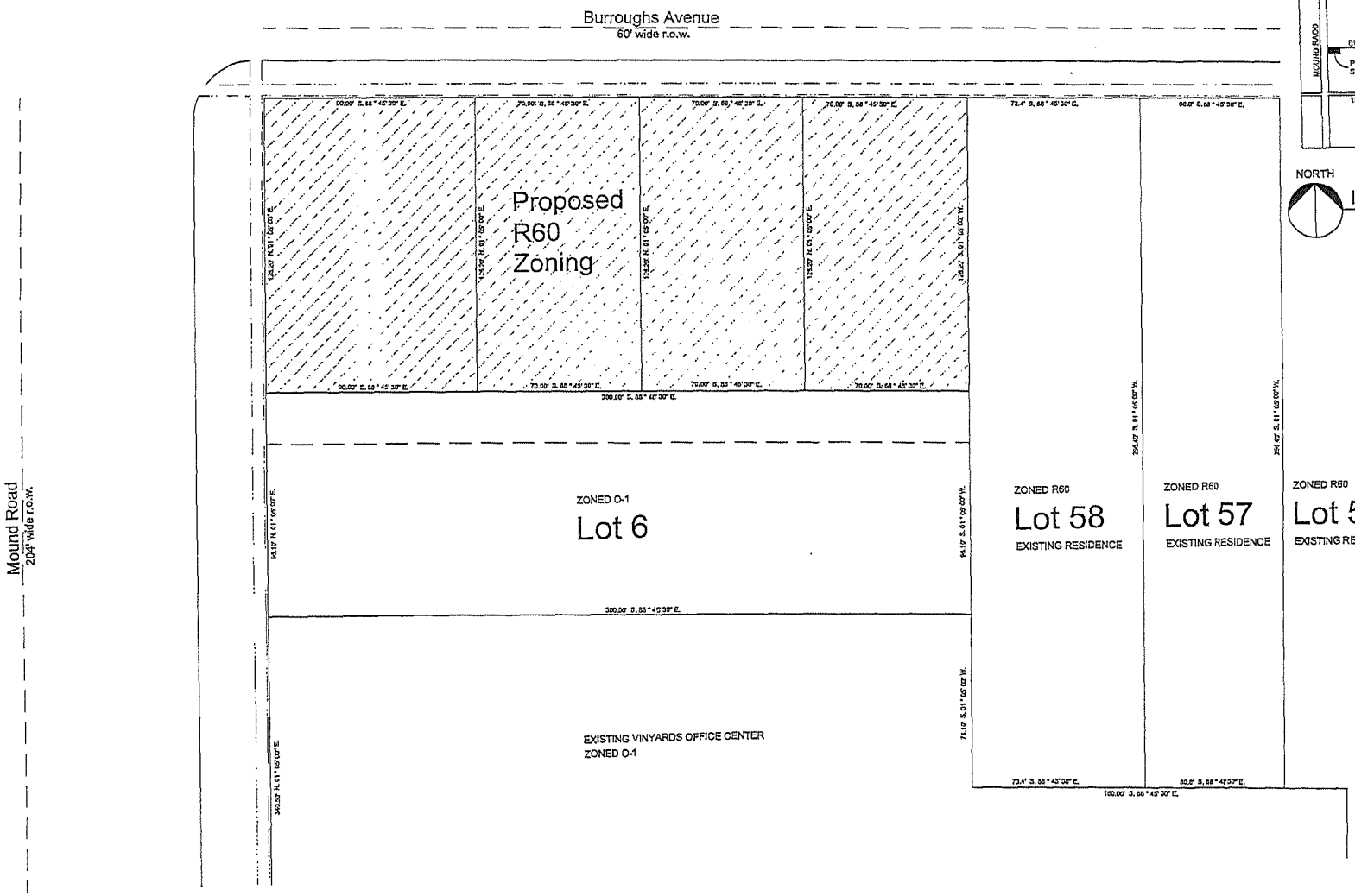
Project Number:
C15-216

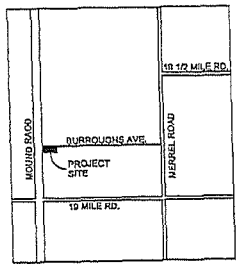
Drawn By:
J.N.

Checked By:
F.S.

Issue:
☐ preliminary
☒ construction
☐ record

Sheet Number:
C-1





NORTH

location map

NO SCALE

proposed zoning

North

Legal Description

LOTS 7 & 8 OF SUPERVISORS PLAT OF EYSTERS MOUND ROAD FARMS
PART OF THE SOUTHEAST ¼ OF SECTION 4,
T3N, R12E, CITY OF STERLING HEIGHTS, MACOMB COUNTY, MICHIGAN
LIBER 13, PAGE 17 AS RECORDED AT MACOMB COUNTY RECORDS

Frank Salamone
architects engineers planners
48701 hayes road
shelby, mi 48315
586.532.0091
Architect

Date Issued:

Z.B.A. 11/03/15

Project:
Proposed Rezoning for

43112 Mound Rd.
Parcel: 10-04-352-036
Sterling Hts., MI

Client:

Antias Investments
4131 Norway
Sterling Hts., MI
(586) 770-7226

Sheet Title:
PROPOSED ZONING

Project Number:
C15-216

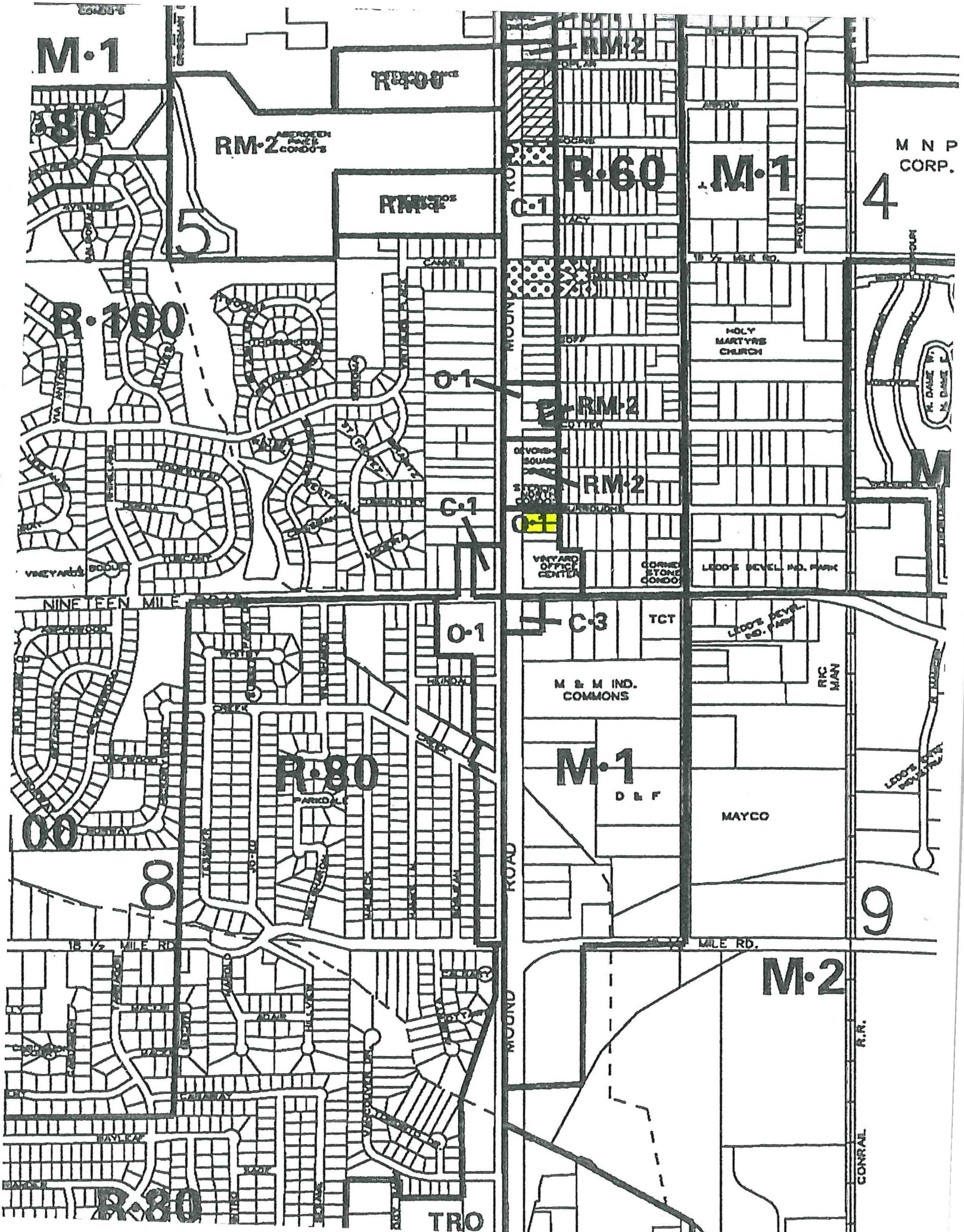
Drawn By:
J.N.

Checked By:
F.S.

Issue:
- ☐ preliminary
- ■ construction
- ☐ record

Sheet Number:

C-2


M-1
RM-2
R-100
R-60
M-1
M N P
CORP.
4
5
C-1
18 1/2 MILE RD.
HOLY
MARTYRS
CHURCH
R-100
O-1
RM-2
RM-2
C-1
VINYARD
OFFICE
CENTER
CORNER
STONE
CONDO
LEDO'S DEVEL. IND. PARK
NINETEEN MILE
O-1
C-3
TCT
M & M IND.
COMMONS
R-80
M-1
D & F
MAYCO
8
9
18 1/2 MILE RD.
M-2
R-80
TRO
CONRAIL
R.R.

Delivered MAR 10, 2016

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2 A-K
Meeting: 03/15/16

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)

__ City Clerk
__ Finance & Budget Director
__ City Attorney (as to legal form)
__ City Manager

Attachments

__ Resolution
__ Ordinance
__ Contract
__ Minutes
__ Plan/Map
__ Other

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

Suggested Action:

MOVED BY: **SECONDED BY:**

2. A. Approval of Minutes
Regular Meeting of March 1, 2016

B. Approval of Bills

C. To award a bid for turf and concrete restoration at unit prices bid (Estimated expense of $65,000 through December 31, 2016).

D. To award a bid to replace the engine in a 2006 Ford F-650 Super Duty chipper truck (Total expenditure of $15,989).

E. To award a bid for landscaping and snow removal services in connection with nuisance abatement activities for a two-year period at unit prices bid (Charges paid by property owner).

F. To award a bid for the purchase and planting of street trees at unit prices bid (Expected annual expenditure of $41,850 that is 100% reimbursed by property owners requesting street tree replacement).

G. To award a bid for a trench box (Total expense of $12,119.25).

H. To award a bid for operable partition walls for the Sterling Heights Senior Center (Total expenditure of $38,080 - 100% funded through Community Development Block Grant funds).

I. To accept a proposal by *SeeClickFix*, Inc. for customer service software with mobile app (Total annual expenditure of $18,696).

J. To approve a purchase of managed internet services from AT&T Corporation (Total annual expenditure of $29,328).

K. To approve final payment in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Delivered March 10, 2016
Agenda Item 2-A
Meeting: 03/15/16

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, MARCH 1, 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, Doug Skrzyniarz, Michael C. Taylor, Barbara A. Ziarko.

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

APPROVAL OF AGENDA

Councilman Romano removed Consent Agenda Item E and made it Consideration Item 9.

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

Yes: All. The motion carried.

REPORT FROM CITY MANAGER

Mr. Vanderpool reported that the 2016 Cultural Exchange Program takes place this Friday evening at the Senior Center from 6 pm to 10 pm. The public is welcomed and

encouraged to attend this celebrated event. Well over 1,000 people attended the last few exchanges. There will be many displays of food and entertainment, always a lot of fun. The event will be held this Friday from 6 pm to 10 pm at our Senior Center.

Mr. Vanderpool reported that it is time for some seniors to start thinking about the Home Chore Program. The City of Sterling Heights' Senior Citizen Chore Program is administered by the Macomb County Community Services Agency. The program assists senior citizens with grass cutting, snow removal and minor repairs. The program is available to persons who are age 60 and older and meet income eligibility guidelines (One person: can make no more than $36,000 to be eligible; two persons; no more than $45,000). There are currently 66 Sterling Heights residents in the program and there is more room for additional participants. The process requires about a five minute intake over the phone and then a visit to an individual's home to fill out the necessary paperwork. Seniors who might be eligible should take interest in this. They simply have to call (586) 469-5228 to start the process. The reason this is being mentioned tonight is because in the next thirty days or so, those interested in grass cutting service should call and get this set up so they are ready to go in April or May with the services. More timely is snow removal. Residents can also qualify through this program for snow removal. While it is too late for this year, they can sign up next year. Residents can get grass cutting, snow removal services through this program. For residents who don't qualify for the program, the City has a new on-demand snow removal service and it is the same service for grass mowing too. Simply download the app from our

website, fill in the necessary fields, and it does require a credit card. An average driveway can actually be cleared for about $35 in Sterling Heights and it will be cleared within two hours upon request. It is a new program called Plowz and Mowz that runs nationally out of New York and partners with the City of Sterling Heights. For seniors that need help with assisting downloading the app from our website, we can help seniors get connected by calling our office. There are 1,400 people that have now signed up for the service in our city. The Home Chore program also includes minor repairs that seniors can take advantage of through the program and that includes minor plumbing or electrical work at their homes, changing storms, screens, furnace filters, installing windows plastic, cleaning gutters, replacing locks, and installing smoke alarms. All that can be done through this program and in most cases at no charge to the residents. It is timely and Mr. Vanderpool encouraged seniors who qualify to make the call and get signed up for the program.

Mr. Vanderpool proudly announced that for the second year in a row, the Sterling Heights Firefighters won the Fight for Air Climb put on by the American Lung Association and held at the Detroit Renaissance Center this past Sunday. Over 1,300 people took part in the event including over 400 firefighters who competed in the 71 floor climb in their full fire gear with an air pack on their back. Sterling Heights Firefighters put together a team of 25 participants led by Captain Jason Meyers. In addition, seven wives competed as a team. This is a great camaraderie event, not only among each other but fellow Firefighters across the state who participated. Our team beat everyone throughout the state. Mr.

Vanderpool commented they are all in excellent condition which is a tribute to their dedication to the job. They are very loyal and very passionate about their firework and it shows through this very worthy cause. Mr. Vanderpool thanked them for this effort because it raises thousand of dollars for the American Lung Association.

Mr. Vanderpool reviewed what goes into deciding whether or not we should enter into a snow emergency. A snow event is not declared an emergency right away based on weather reports, as some communities do. As you recall, some cities did declare a snow emergency which means you cannot park on roads without getting a citation or towed. The City of Sterling Heights always waits until it can be verified in the field by police officers and the Department of Public Works before a snow emergency is required. That will be case this evening. What is done in borderline cases is the plows are sent into the neighborhood and plow the curb line only and then the center section melts off within a few days. That could be a possible scenario for tomorrow. Please stay tuned to our website to see if we are in a snow emergency.

Mr. Vanderpool requested that the City Council convene in closed session tonight to consider an Attorney Client Privileged and Confidential Communication.

PRESENTATION

Mr. John Berg, Interim Police Chief stated that the City of Sterling Heights is in the middle of a huge transition of the police department with 52 retirements and a backfill of new officers. Interim Police Chief John Berg proudly introduced and performed the swearing-in ceremony of the following six individuals who have been recently hired to serve the City of Sterling Heights, its business, and residents as police officers in the

Sterling Heights Police Department: Officer Garrett Burton, a graduate of Grand Valley State University, Officer Luke Drejewski, a graduate of the Macomb Police Academy who finished number one in the class, Officer Luke Dusellier, a graduate of Western Michigan University, Officer Jeffrey Elgert, a 13 year veteran in the Detroit Police Department, Officer Ryan Goddard, a graduate of Northwestern Michigan College and an employee of the City of Charlevoix Police Department, and Officer Matthew Virgadamo, who was one of the animal control officers for the last few years and put himself through the Academy last fall, did very well in our hiring process. Interim Police Chief Berg stated he was very proud and honored to introduce the six new members of the Sterling Heights Police Department. The new officers expressed their appreciation.

Mayor Taylor thanked the new officers and their families for their support.

Mayor Taylor also thanked the residents for making this possible. He stated the residents of the City of Sterling Heights overwhelmingly said they want to live in a community with professional police and fire services. He stated that the work the police does keeps the community safe. It helps our property values, our parks, and our schools. Mayor Taylor stated the new officers are joining one of the best departments in the state. Police officers make this their permanent home. Mayor Taylor stated the City of Sterling Heights is looking forward to having the new officers for the next 20 or so years protecting our residents. Mayor Taylor personally thanked them and on behalf of the City Council, asked them to stay safe, keep us safe, and wished them good luck.

ORDINANCE INTRODUCTION

1. Mr. Chris McLeod, City Planner addressed the proposed consideration of a map amendment to zoning Ordinance No. 278 to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from 0-1 (Business & Professional Office District), to R-60 (One Family Residential District): Case No. PZ15-1139, referring to the correspondence from the applicant, which indicated that the applicant has requested a postponement of the application for two weeks, to the next meeting of March 15, 2016.

   Moved by Romano, seconded by Ziarko, **RESOLVED,** to postpone consideration of a map amendment to zoning Ordinance No. 278 to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from 0-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139, to the March 15, 2016 meeting.

   Yes: All. The motion carried.

   ORDINANCE ADOPTION

2. Moved by Romano, seconded by Ziarko, **RESOLVED**, to consider the adoption of an ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards.

   Councilman Romano stated that this was covered at the last meeting and he is comfortable the way it is.

   Mayor Taylor stated he believes there was sufficient discussion at the previous meeting.

   Yes: All. The motion carried.

   CONSENT AGENDA

3. Moved by Koski, seconded by Romano, **RESOLVED**, to approve the Consent Agenda, as amended:

   A. To approve the minutes of the Regular Meeting of February 16, 2016 as presented;

   B. To approve payment of the bills as presented: General Fund - $360,299.56, Water & Sewer Fund - $26,394.35, Other Funds - $1,036,090.17, Total Checks - $1,260,422.14;

   C. **RESOLVED**, to award the bid for turf fertilization & weed control to Green Meadows Lawnscape, Inc., 2359 Avon Industrial Drive, Rochester Hills, MI 48309, for the period April, 2016 through November, 2017 at unit prices bid;

   D. **RESOLVED**, to approve excavation, removal, and replacement of the 66" culvert pipe servicing the Pinebrook detention pond by F.D.M. Contracting, Inc., 49156 Van Dyke, Shelby Township, MI 48317, in the amount of $27,470 and authorize a budget amendment of $27,470 from General Fund reserves to the Capital Project Fund;

   E. Moved to Consideration No. 9.

   F. **RESOVLED**, award the bid for transit mix to Paragon Ready Mix, Inc, 48000 Hixson, Utica MI 48317, based on unit prices bid for a one-year period.

   G. **RESOLVED,** to split the award for self-contained breathing apparatus and air cylinders to the following vendors and at the respective unit prices bid for a two-year period (Estimated two-year expenditure of $65,980);

      (A) To West-Shore Fire, Inc. 6620 Lake Michigan Drive, Allendale, MI 48401-0188, for SCBA Units, Scott 10-minute and 30-minute air cylinders and,

      (B) To Argus-Hazco, 46400 Continental, Chesterfield, MI 48046; for 60-

minute air cylinders.

H. **RESOLVED**, to accept the proposal by George G. Hartman Architects, P.C. for professional architectural services in connection with parks and recreation capital projects at a total cost of $18,250, and authorize a budget amendment from General Fund reserves in the amount of the proposal;

I. **RESOLVED**, to approve the contract, #15-5602, between the Michigan Department of Transportation and the City of Sterling Heights for the Dodge Park Road Reconstruction Project, Metropolitan Parkway to Utica Road, City Project $14-254, and authorize the Mayor and City Clerk to sign the contract on behalf of the City;

J. **RESOLVED**, to adopt the resolution authorizing issuance of not to exceed $9,630,000 in Michigan Transportation Fund Bonds, Series 2016.

City of Sterling Heights
County of Macomb, State of Michigan

RESOLUTION AUTHORIZING ISSUANCE OF
MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2016
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the City Council of the City of Sterling Heights, County of Macomb, State of Michigan (the "City") held on the 1st day of March, 2016, at 7:30 p.m., Eastern Standard Time.

PRESENT: Members: Koski, Romano, Schmidt, Shannon, Skrzyniarz, Taylor, Ziarko

ABSENT: Members: None

The following preamble and resolution were offered by Member Koski and supported by Member Romano:

WHEREAS, this City Council hereby determines that it is necessary to acquire and construct the road improvements described in Exhibit A attached hereto and made part hereof (the "Improvements"); and

WHEREAS, the cost of the Improvements is estimated to be Nine Million Six Hundred Thirty Thousand Dollars ($9,630,000); and

WHEREAS, to finance the cost of the Improvements the City Council deems it necessary to borrow the sum of Nine Million Six Hundred Thirty Thousand Dollars ($9,630,000) and issue bonds therefor as authorized by the provisions of Act 175, Public Acts of Michigan, 1952, as amended ("Act 175"); and

WHEREAS, the Improvements are in accordance with the purposes enumerated in Act 51, Public Acts of Michigan, 1951 ("Act 51"); and

WHEREAS, the revenues received by the City from the Michigan Transportation Fund ("MTF") pursuant to Act 51 in the year preceding this contemplated borrowing are more than sufficient to comply with all the requirements specified in Section 4 of Act 175;

NOW, THEREFORE, BE IT RESOLVED:

1. Approval of Plans and Cost Estimates; Useful Life. The plans and estimates of cost of the Improvements are hereby approved and adopted. The period of usefulness of the Improvements is estimated to be not less than sixteen (16) years.

2. Authorization of Bonds; Bond Terms. The City Council hereby determines to borrow the sum of Nine Million Six Hundred Thirty Thousand Dollars ($9,630,000) and issue bonds of the City therefor pursuant to the provisions of Act 175 (the "Bonds"), for the purpose of providing funds to pay the cost of the Improvements, including the costs incidental to the issuance, sale and delivery of the Bonds. The Bonds shall be designated MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2016 (LIMITED TAX GENERAL OBLIGATION) and shall consist of bonds in fully-registered form of the denomination of $5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery or such other date as determined by any of the Mayor, City Manager, Finance and Budget Director, or Controller (each an "Authorized Officer") at the time of sale. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 8 and 9 hereof.

The Bonds shall be sold at public sale at a price not less than 99% or greater than 102% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 8 and 9 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to

conform to market practice in the future. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the "Transfer Agent").

3. Execution of Bonds; Authentication; Replacement; Book-Entry-Only Form. The Bonds shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall bear the actual or a facsimile of the City seal. No Bond of this series shall be valid until authenticated by an authorized signature of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser in accordance with instructions from an Authorized Officer (as hereinafter defined) upon payment of the purchase price for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping. The City may designate a new transfer agent by notice mailed to the registered owner of each of the Bonds at such time outstanding not less than sixty (60) days prior to any interest payment date.

The Bonds shall be issued in book-entry only form as one fully registered bond per maturity and shall be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds, and purchasers will not receive certificates representing their interest in bonds purchased. If the Bonds are issued in book-entry only form, provisions in this resolution to the contrary shall be of no force nor effect unless and until the suspension of the book-entry only system. Each Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the bond form at Section 8 herein within the parameters of this resolution as may be required to accomplish the foregoing.

4. Transfer of Bonds. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, in like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The date of determination of the registered owner for purposes of payment of interest as provided in this resolution may be changed by the City to conform to market practice in the future.

5. Debt Retirement Account; Security for the Bonds. To provide moneys to pay the principal of and interest on the Bonds and in accordance with the provisions of Act 175, there is hereby made an irrevocable appropriation of the amount necessary to pay the principal of and interest on the Bonds from the moneys to be derived from State-collected taxes returned to the City for highway purposes, pursuant to law. The Bonds are of equal standing and priority of said State-collected taxes with certain outstanding bonds of the City (the "Outstanding Bonds") and the City has reserved the right to issue additional bonds of equal standing and priority of lien as to said

State-collected taxes with the Bonds and Outstanding Bonds within the limitations prescribed by law. The Treasurer of the City is directed, each year that any of the principal of and interest on the Bonds remains unpaid, to set aside in a separate account, to be designated 2016 MICHIGAN TRANSPORTATION FUND BONDS DEBT RETIREMENT ACCOUNT (the "Debt Retirement Account"), sufficient moneys from revenues received during such year from the MTF pursuant to law to pay the principal of and interest on the Bonds next maturing. The Treasurer of the City is further authorized and directed, each year that any of the principal of and interest on the Bonds remains unpaid, to set aside in the Debt Retirement Account, moneys which may be transferred to the City or available to the City from other lawful sources to pay the debt service on the Bonds. The amount of the annual deposit into the Debt Retirement Account from the MTF may be reduced from year to year to the extent that other lawfully available moneys are on deposit in the Debt Retirement Account to pay the principal of and interest on the Bonds next maturing.

6. Additional Security. Pursuant to Act 175, and as additional security for the prompt payment of the principal of and interest on the Bonds, there is hereby irrevocably pledged the limited tax full faith and credit of the City, and in the event of insufficiency of funds primarily pledged to the payment thereof, the City covenants and agrees to provide for such insufficiency from such resources as are lawfully available to it, including the levy of ad valorem taxes, subject to applicable constitutional, statutory and charter tax rate limitations.

7. Use of Proceeds; Construction Account. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to pay the cost of the Improvements. Upon receipt of the proceeds of sale of the Bonds the accrued interest, if any, shall be deposited in the Debt Retirement Account for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds. The City Treasurer is hereby directed to open a separate depository account to be designated 2016 MICHIGAN TRANSPORTATION FUND BONDS CONSTRUCTION ACCOUNT (the "Construction Account") into which account a sufficient amount of the proceeds of the Bonds to fund the cost of the Improvements shall be placed. The Construction Account shall be used to pay the City's share of the cost of constructing the Improvements, including associated costs of planning, design, property acquisition, engineering, inspection and like costs which are properly capitalizable to the Improvements.

8. Bond Form. The Bonds shall be in substantially the following form subject to such changes as may be determined necessary by Bond Counsel to the City:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MACOMB
CITY OF STERLING HEIGHTS

MICHIGAN TRANSPORTATION FUND BOND, SERIES 2016
(LIMITED TAX GENERAL OBLIGATION)

Maturity	Date of Original

Interest Rate	Date	Issue	CUSIP
	April 1, _____	_____, 2016	

Registered Owner:

Principal Amount: Dollars

The City of Sterling Heights, County of Macomb, State of Michigan (the "City"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on October 1, 2016 and semiannually thereafter. Principal of this bond is payable at the principal office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the City maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

This bond is one of a series of bonds of even original issue date and like tenor, in the aggregate principal amount of $9,630,000 issued for the purpose of defraying the cost of road improvements in the City in accordance with a resolution duly and regularly adopted by the City Council of the City on March 1, 2016, and pursuant to the provisions of Act 175, Public Acts of Michigan, 1952, as amended.

Bonds of this issue maturing in the years 2017 through 2024 shall not be subject to redemption prior to maturity. Bonds maturing in the years 2025 through 2031 shall be subject to redemption prior to maturity, at the option of the City, in such order as the City shall determine on any date on or after April 1, 2024, at par and accrued interest to the date of redemption.

[insert term bond provisions, if applicable]

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

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

This bond and the interest thereon are payable from the proceeds of State-collected taxes returned to the City for highway purposes pursuant to law, or in case of insufficiency of said funds, out of the general funds of the City, including collections of ad valorem taxes on taxable property which the City may be authorized to levy, subject to applicable constitutional, statutory and charter tax rate limitations,

and the resolution authorizing the issue of bonds of which this is one contains an irrevocable appropriation of the amount necessary to pay the principal of and interest on the bonds of this issue from moneys derived from such State-collected taxes so returned to the City for highway purposes which have not been theretofore specifically allocated and pledged for the payment of indebtedness. The bonds of this issue are of equal standing and priority of said State-collected taxes with certain outstanding bonds of the City (the "Outstanding Bonds") and the City has reserved the right to issue additional bonds of equal standing and priority of lien as to said State-collected taxes with the bonds of this issue and Outstanding Bonds within the limitations prescribed by law.

This bond is not a general obligation of the State of Michigan.

This bond is transferable only upon the books of the City kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing the bonds of this issue, and upon the payment of the charges, if any, therein prescribed.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of said series of bonds of which this is one, in order to make them valid and binding obligations of the City, have been done, exist and have happened in regular and due form and time as required by law, and that the total indebtedness of the City, including the series of bonds of which this is one, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Sterling Heights, County of Macomb, State of Michigan, by its City Council, has caused this bond to be signed in the name of said City with the facsimile signatures of its Mayor and its City Clerk and a facsimile of the City seal to be imprinted hereon, all as of the 1st day of March, 2016.

CITY OF STERLING HEIGHTS

By: Michael C. Taylor
Mayor

(Seal)

And:

By: Mark Carufel
City Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Registration:

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

The Huntington National Bank
Grand Rapids, Michigan
Transfer Agent

By _____
Authorized Representative

9. Notice of Sale. The City Clerk is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:

$9,630,000
CITY OF STERLING HEIGHTS
COUNTY OF MACOMB, STATE OF MICHIGAN
MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2016
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received at the office of Bendzinski & Co., 615 Griswold, Suite 1225, Detroit MI 48226, on _____, _____, 2016 until __:__ _.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the offices of Bendzinski & Co. at (313) 961- 8220, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the Section “GOOD FAITH” below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of $5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on October 1, 2016, and semiannually thereafter.

The bonds will mature on the 1st day of April in each of the years, as follows:

Year	Amount	Year	Amount	Year	Amount
2017	$520,000	2022	$600,000	2027	$695,000
2018	535,000	2023	620,000	2028	715,000
2019	550,000	2024	635,000	2029	740,000
2020	565,000	2025	655,000	2030	760,000
2021	580,000	2026	675,000	2031	785,000

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2017 to 2024, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year 2025 and thereafter shall be subject to redemption prior

to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2024, at par and accrued interest to the date fixed for redemption.

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

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from April 1, 2017 through the final maturity as term bonds and the consecutive maturities on or after the year 2017 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on April 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/1000 of 1%. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three and one-half percent (3.5%) per annum. No proposal for the purchase of less than all of the bonds or at a price less than 99% or greater than 102% of their par value will be considered.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be

made in book-entry-only form, in the denomination of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of the acquisition and construction of certain road improvements in the City, including related appurtenances and attachments.
To provide moneys to pay the principal of and interest on the bonds the City has made an irrevocable appropriation of the amount necessary to pay the principal of and interest on the Bonds from the moneys to be derived from State-collected taxes returned to the City for highway purposes, pursuant to law. The bonds are of equal standing and priority of said State-collected taxes with certain outstanding bonds of the City and the City has reserved the right to issue additional bonds of equal standing and priority of lien as to said State-collected taxes with the bonds and said outstanding bonds within the limitations prescribed by law.

In the event of insufficiency of funds primarily pledged to the payment thereof, the City has covenanted and agreed to provide for such insufficiency from such resources as are lawfully available to it, including the levy of ad valorem taxes, subject to applicable constitutional, statutory and charter tax rate limitations.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $96,300 payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on October 1, 2016 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2016, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, at delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the "Code"). Such certificate will include (i) for those maturities where 10% of each such maturity of the bonds has been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, the price at which the first 10% of each such maturity was sold to members of the general public, and (ii) for those maturities where 10% of such maturity has not been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, an agreement by the successful bidder to provide bond counsel with the prices at which the first 10% of each such maturity is ultimately sold to members of the general public.

"QUALIFIED TAX EXEMPT OBLIGATIONS": The City has designated the bonds as "Qualified Tax Exempt Obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which

opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared by and may be obtained from Bendzinski & Co., Municipal Finance Advisors, financial advisors to the City, at the address and telephone listed under REGISTERED MUNICIPAL ADVISOR below. Bendzinski & Co., will provide the winning bidder with 100 final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co., upon request and agreement by the purchaser to Bendzinski & Co., within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all

increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended June 30, 2016, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

REGISTERED MUNICIPAL ADVISORS: Bendzinski & Co. Municipal Finance Advisors, Detroit, MI, (the "Municipal Advisor") is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Municipal Advisor has been retained by the City to provide certain financial advisory

services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor's duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Bendzinski & Co. Municipal Finance Advisors, 615 Griswold Street, Suite 1225, Detroit, MI. Telephone (313) 961-8222.

ENVELOPES containing the bids should be plainly marked "Proposal for Michigan Transportation Fund Bonds, Series 2016 (Limited Tax General Obligation)."

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Mark Carufel
City Clerk
City of Sterling Heights

10. Publication of Resolution. A copy of this resolution shall be published in full in the *C&G Publishing, Inc.* once before this resolution becomes effective.

11. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Bonds are hereby designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

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

securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

13. Other Actions. Any Authorized Officer is hereby authorized and directed to execute the standard form of DTC Letter of Representations relating to the Bonds on behalf of the City. The Authorized Officers are further each authorized to do all other acts and to take all other actions and other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

14. Award of Sale of Bonds. Any Authorized Officers is hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

15. Official Statement. Each Authorized Officer is authorized to approve a preliminary and final Official Statement relating to the Bonds. Each Authorized Officer is authorized and directed to execute and deliver the Official Statement on behalf of the City. Each Authorized Officer is authorized to approve, execute, and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the underwriter for the Bonds will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

16. Continuing Disclosure. The City agrees to enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds pursuant to Rule 15c2-12 of the U.S.

Securities and Exchange Commission and an Authorized Officer is authorized to execute such undertaking prior to delivery of the Bonds.

17. Bond Counsel. The law firm of Miller, Canfield, Paddock and Stone, P.L.C., Detroit, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance and sale of the Bonds.

18. Financial Advisor. The financial advisory firm of Bendzinski & Co., Detroit, Michigan, is hereby retained to act as financial consultant and advisor for the City in connection with the issuance and sale of the Bonds.

19. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

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

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

Mark Carufel

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Sterling Heights, County of Macomb, State of Michigan, at a regular meeting held on March 1, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mark Carufel

City Clerk

EXHIBIT A

The Improvements

1. Dodge Park Road Reconstruction – Metropolitan Parkway to Utica Road
2. 15 Mile Road Resurfacing – Dequindre Road to Ryan Road
3. Ryan Road Concrete Repairs – 15 Mile Road to Metropolitan Parkway
4. 15 Mile Resurfacing – Ryan to Mound
5. 15 Mile Resurfacing – Schoenherr to past Moravian
6. M-59 Reconstruction – Hayes to M-53

K. **RESOLVED,** to adopt the resolution setting a public hearing for Tuesday, April 19, 2016 at 7:30 p.m. on the Third Amended and Restarted Local Development Finance Authority Development Plan and Tax Increment Finance Plan and directing the City Clerk to public and provide notice in accordance with Public Act 281 of 1986, as amended;

CITY OF STERLING HEIGHTS, MICHIGAN

RESOLUTION TO HOLD A PUBLIC HEARING ON THE PROPOSED THIRD AMENDED AND RESTATED DEVELOPMENT PLAN AND TAX INCREMENT FINANCE PLAN FOR THE AUTHORITY DISTRICT OF THE LOCAL DEVELOPMENT FINANCING AUTHORITY

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 1st day of March, 2016.

Members Present: Koski, Romano, Schmidt, Shannon, Skrzyniarz, Taylor, Ziarko

Members Absent: None

The following preamble and resolution was made by Member Koski, and seconded by Member Romano.

RECITALS:

At the August 19, 2008 regular meeting, the City Council (the "Council") of the City of Sterling Heights (the "City") resolved to adopt a resolution to create and provide for the operation of a Local Development Financing Authority (LDFA) for the City of Sterling Heights pursuant to and in accordance with the provisions of Act 281 of the Public Acts of the State of Michigan of 1986 (Act 281), as amended.

Act 281 requires in relevant part that "Before adoption of a resolution approving or amending a development plan or approving or amending a tax increment financing plan, the governing body shall hold a public hearing on the development plan. (MCL 125.2166(1)). At the time set for hearing, the governing body shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference to the matter. The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the development plan. The governing body shall make and preserve a record of the public hearing, including all data presented at that time." (MCL 125.2166 (3)).

Act 281 further requires that a notice of the public hearing conforming to the requirements of MCL 125.2166(2) be published twice in a newspaper of general circulation, and mailed by certified mail to the governing body of each taxing

jurisdiction levying taxes that would be subject to capture if the development plan of the tax increment financing plan is approved or amended.

A Third Amended and Restated Development Plan and Tax Increment Finance Plan has been prepared for the purpose of reflecting the capture and use of eligible tax increment financing revenues generated from a development project within authority district to finance the business incubator and "SmartZone" activities, which is a certified technology park "SmartZone" created pursuant to and in accordance with Act 281. In order to consider and approve the amended Plan, Act 281 requires that a public hearing be held.

THEREFORE, BE IT RESOLVED THAT:

1. A public hearing shall be held before the Council on **Tuesday, April 19, 2016, at 7:30 p.m.** at the City Offices located at 40555 Utica Road, Sterling Heights, Michigan, on the proposed Third Amended and Restated Development Plan and Tax Increment Finance Plan for the authority district of the Local Development Financing Authority.

2. The City Clerk of the City of Sterling Heights shall give notice to the public, in the form attached as Exhibit A, of the public hearing by causing notice:

(a) To be published in the Sentry newspaper – Sterling Heights edition, a weekly newspaper of general circulation in the City of Sterling Heights, on March 16, 2016 and March 23, 2016.

(b) To be mailed by certified mail, return receipt requested, to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the tax increment financing plan is approved on or before April 19, 2016.

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

NAYES: None

ABSTAINED: None

RESOLUTION DECLARED: Approved

STATE OF MICHIGAN)

COUNTY OF MACOMB) SS.

I, the undersigned, the duly qualified and acting City Clerk of the City of Sterling Heights, County of Macomb, State of Michigan, do certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Sterling Heights at a regular meeting held on the 1st day of March, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have set my official signature, this 1st day of March, 2016.

_____

MARK CARUFEL, City Clerk

L. **RESOLVED,** to reschedule the first regular City Council meeting for May, 2016 from Tuesday, May 3, 2016 at 7:30 p.m. to Wednesday, May 4, 2016 at 7:30 p.m. and direct

the City Clerk to provide the appropriate notice as required by Michigan's Open Meetings Act.

Yes: All. The motion carried.

CONSIDERATION

4. Mr. Chris McLeod, City Planner presented a request from the applicants for a variance from our subdivision regulations, for case PSP15-0048 which is the development of the former Sunnybrook Golf Course which is now going to be the Sterling Enterprise Park. The request is for an extension beyond the 800 foot limitation for cul de sac streets within the City of Sterling Heights. The applicants are requesting a 2,900 foot cul de sac which will service the over 155 acres of developable industrial park itself. There are seven developable lots on the property, as well as two lots for storm water service. The applicants have indicated directions to the west, north and east were all explored for extensions of the roadway. To the east and north would require the crossing of the Plumbrook drain. That location would be costly and slow the project down and would require multiple reviews of the EPA and the MDEQ as well as the Macomb County Public Works Office and would most likely be cost prohibitive. Extension to the west would require crossing a railroad track. Applicants have submitted information on eight other properties with industrial roadways that exceed 800 hundred feet in the City of Sterling Heights. It should be noted that the property is 3,900 feet deep and a roadway of significant length will be necessary to service the property. The recommendation from the Planning Commission was a unanimous approval vote of 7-0. The site plan is still undergoing review. The engineering review has also commenced on this project. The

petitioners, Danny Samson, Chief Development Officer, Matt Robertson, Director of Construction, and Elie Torgow, CEO of the Sterling Group Limited LLC, thanked City Council, the City Manager, the City Attorney, the Planning Department, the Engineering Department, and stated they are very grateful for the reception they received from the City of Sterling Heights. Mr. Samson stated they feel very comfortable and confident partnering with the City of Sterling Heights and look forward to building a significant project that for many years will support the goals of the City of Sterling Heights for good development. The Sterling Group Limited LLC appreciates the opportunity of building a 155 acre industrial park. The park has significant tenants, prospect activity, and rapid deadlines, having contracts to fulfill. Mr. Samson expressed their appreciation and the opportunity. He stated they are looking forward to building a high quality park for the residents of the City of Sterling Heights, and being great corporate citizens for many years to come.

Mayor Taylor thanked the petitioners and stated they are looking forward to it as well.

Mr. Michael Lombardini thanked the Sterling Group Limited LLC for doing business with the City of Sterling Heights and is looking forward to the expansion of the industrial facilities.

Moved by Koski, seconded by Taylor, **RESOLVED**, to approve the request by the Sterling Group Limited LLC for a variance to construct a cul de sac roadway in excess of 800 feet for ingress and egress to the Sterling Enterprise Park, Case No. PSP15-0048, subject to the terms and conditions of the Notice of Variance.

Councilman Romano welcomed the Sterling Group Limited LLC to the City of Sterling Heights.

Mayor Taylor expressed his excitement about this project stating it is obviously a project that will bring revenue and jobs to the City of Sterling Heights and in addition, will support the existing manufacturing.

Mayor Taylor commented that the development is one of a kind in the Midwest and stated the City of Sterling Heights will do whatever it takes to make it a success.

Yes: All. The motion carried.

5. Mr. Michael Moore, Public Works Director presented for approval a request for proposals (RFP) for Refuse, Recyclables, and Yard Waste Collection Services. Mr. Moore stated that the current Refuse and Yard Waste Collection Contract between the City of Sterling Heights and Waste Management expires on April 30, 2016. The bids received from an invitation to bid (ITB) as approved by the City Council on November 4, 2015 were rejected at the February 16, 2016 regular meeting. The Department of Public Works and the Office of Purchasing have prepared a request for proposals (RFP) for refuse, recyclables, and yard waste disposable services as directed by the City Council action on February 16, 2016. The objective of the RFP is to secure the lowest cost attainable for the level of services the residents are accustomed to under the expiring contract, while enhancing recycling services on a voluntary basis. A proposed RFP has been prepared and a scope of services that vendors will respond to is as follows:

A. Vendors will provide a base level of service that is consistent with the current services being provided by Waste Management of Michigan under the expiring contract, including the weekly collection of refuse in 32- gallon containers, yard waste on a seasonal basis in 32- gallon containers or brown paper bags, and white goods bulk items and Christmas trees.

B. Under the base level of service, residents may (but are not required to) utilize a 96- or 64- gallon cart for purposes of the weekly curbside pick-up of trash and debris. The RFP will secure pricing that the vendor would charge a resident who would like to purchase a durable 96- or 64- gallon cart assembled and delivered for weekly use. The cart will be the resident's property and carry a replacement warranty in the event of defects.

C. The RPF also attempts to expand participation and recycling by offering residents a convenient and cost efficient way to improve the environment. Sterling Heights is likely one of the few large municipalities that does not offer its residents a city-wide curbside recycling program. Vendors will also provide a voluntary weekly single stream curbside recycling program using 96- or 64- gallon carts. Residents wishing to participate in the recycling program will be provided a 96- or 64- gallon cart. The cost of which will be included in the city's cost. This voluntary program will not be implemented until May 1, 2018 when the current subscription based bi-weekly curbside recycling program ends. Vendors will not be asked to propose a continuation of the subscription-based, bi-weekly, curbside recycling program after the current program ends.

Vendors will not be asked to propose operating the City's three recycling centers, which will cease operations upon implementation of the voluntary, weekly, single-stream, curbside recycling program. The City will continue to operate the three recycling centers until the voluntary curbside recycling program is implemented.

D. The terms of the contract accepted by the City Council will be five years; provided, however, that the City will have the right to select a contract term of six, seven, or eight years.

E. The scope of services defined by the RFP will be for a unified program of Refuse, Recyclables, and Yard Waste Collection Services. The RFP will not be seeking alternatives.

Mr. Moore presented the scope of current level service compared to the proposed RFP level of service. If the City Council approves the RFP tonight, the timeline for the RFP process is as follows:

March 3, 2016 –	Advertisement of RFP
March 9, 2016 –	Pre-Proposal meeting
March 17, 2016 –	Proposal Due
March 21 – March 25, 2016 –	Vendor interviews
April 5, 2016 –	Award by City Council
May 1, 2016 –	New Contract Begins

Mr. Michael Lombardini commented that the public is at a major disadvantage with this motion on tonight's agenda. He stated that the first chance the community

had to see the proposal was last Friday and expressed concern about mistakes in rewriting the bids. He commented on mandatory recycling and referred to the original bid specs that four members were not in favor of at the last meeting. He also referenced issues with the contract relating to the temporary storage of garbage with other cities. He commented on interpretation of definitions within the contract.

Ms. Jazmine Early requested an explanation in reference to the rejection from the last meeting and the new proposal. In addition, she inquired about the clarity of the process and the 2018 start date of the contract.

Mr. Roth commented on the bid process, proposals, and the opportunity to make changes. He referenced Mayor Taylor and Councilman Skrzyniarz comments in the Macomb Daily regarding the issue. He stated the community does not want this and it does not make sense moving forward.

Mr. David Domzal, an attorney with Williams Acosta, expressed his concern that rebidding and changing the bid specifications might undermine the process. He stated that before launching into an RFP process for waste management, there needs to be an independent investigation into campaign financing. He applauded the City of Sterling Heights and suggested the process be reviewed.

Mr. Charles Jefferson agreed with the previous audience participant regarding campaign finance. He inquired why the City Council members changed their mind on the original bid. He also asked where residents will be able to take their recyclables if the recycling centers close.

Mr. White commented that he likes the freedom to take his recyclables to the recycling center and asked what to do with his recyclables if he's not in the program.

Mr. Tom Mashell referenced a rewards program for recycling where residents received over $27,000 in rewards for their participation. He also addressed campaign donation concerns.

Motion by Skrzyniarz, seconded by Taylor, **RESOLVED**, to approve the request for proposals (RFP) for refuse, recyclables, and yard waste collection services.

Councilman Skrzyniarz addressed the process and stated if the RFP process was done initially, this would have been avoided. He pointed out the importance of having the best proposal to include a blending of all the best options for the City of Sterling Heights residents. In response to the attorney that spoke during audience participation, Councilman Skrzyniarz stated that all contributions are public record and welcomed anyone to go online and look at the campaign finance reports. He stated he is happy with the RFP and looks forward to seeing what is submitted.

Councilwoman Schmidt expressed her appreciation to Mr. Moore, Mr. Buhlinger, and Mr. Bahorski for all their work into the bid process and RFP. She inquired if the price from now to when the recycling program is in place in 2018, increases once the voluntary recycling at the curb commences.

Mr. Moore responded not necessarily. He stated that for subscription based curbside recycling, there is a cost to the residents but when that license expires, the cost would then become the city's cost. Residents, who wanted to, could opt-in free of charge.

Councilwoman Schmidt commented that the cost to residents at the beginning of this new contract will include the same price whether we are doing curbside recycling or not and it was mandatory that residents use the recycling carts or bins under the voluntary curbside recycling option.

Mr. Moore responded that is correct, it will be the same price, whether curbside recycling is being done or not and carts or bins will be mandatory.

Councilwoman Schmidt is not in favor of an 8 year contract, maybe a 5 year contract with some extensions could be considered.

Councilwoman Ziarko stated that she is not in favor of the proposal. She added that she is in favor of the ITB process and happy with the results and savings in the previous bids. She expressed her thanks to everyone. She added that she doesn't know who is picking up garbage May 1. Councilwoman Ziarko inquired if the millage rate is 1.14 mills.

In response, Mr. Vanderpool stated that the millage rate is 1.1274 mills.

Councilwoman Ziarko inquired if there will be a millage rate increase.

Mr. Vanderpool stated he cannot answer that question definitely until the proposals are submitted, the numbers are crunched, and a recommendation is made. Assuming the base bid costs come in low, with a participation rate of 15 to 20 percent in the initial years, it is likely that the savings from closing the drop-off centers would offset the increased cost of the curbside recycling program. Once the curbside participation rates increase into the 40-50 percent range, you start to get into a cost for the curbside recycling program.

Councilwoman Ziarko commented that she thought that if curbside recycling was used in the City of Sterling Heights, we would not have an increased cost. She stated that there

would be an increase in cost, and that her understanding is that chances of our millage rate for refuse would be increasing too, which is a tax increase. Councilwoman Ziarko stated that she is not in favor of an 8 year contract and would have preferred to extend the existing waste management contract for 2 years with savings. She will not be voting in favor of this item.

Councilwoman Ms. Koski addressed Mr. Moore and asked if he was liaison to the Solid Waste Commission.

Mr. Moore responded yes.

Councilwoman Koski inquired if the City of Sterling Heights received a recommendation from the Solid Waste Commission to do recycling.

Mr. Moore stated that they did recommend the previous alternative 2 which was for mandatory curbside recycling and mandatory trash carts.

Councilwoman Koski confirmed that their recommendation was to go with Alternative 2.

Councilman Shannon stressed the importance of encouraging residents to recycle in the City of Sterling Heights and the economic and environmental benefits. In addition, he commented on the possibility of a cost increase if the participation rate increases to 60-70%. He asked Mr. Moore if there is a possibility that trash would not get picked up on May 1.

In response, Mr. Moore stated that he guarantees trash will be picked up on May 1.

Councilman Shannon repeated that Mr. Moore guarantees the garbage will be picked up on May 1. He questioned the pushback against recycling and commented that there should be a goal in the City of Sterling Heights to increase participation in recycling.

Councilman Shannon stated he was very comfortable with the RFP to provide the best service for the residents of the City of Sterling Heights, and that he would be voting yes. Mayor Taylor spoke about the process and compared it to smart shopping, looking at all options, making the best choices at the best prices, getting the best deal for the residents of the City of Sterling Heights. He stated he feels very comfortable with the process. Mayor Taylor stated that there are options if residents want to use a trash cart, they may do so but will have to pay for it. If residents do not want to use a trash cart, they do not have to take one. He expressed that he did not think the City of Sterling Heights would need the recycling centers, with curbside recycling services, and the cost savings would offset the cost of curbside recycling. He stated that he trusts that the City Council members, elected by the residents, will make the best decision once the proposals are submitted. For those residents that chose not to participate, he offered suggestions such as partnering with a neighbor for recycling items. In addressing the $27,000 in rewards as brought up by a resident, Mayor Taylor stated there is actually a cost of approximately $300,000 a year for the rewards program.

Councilwoman Schmidt commented that the City of Sterling Heights will be paying for curbside recycling until 2018 without receiving anything.

Mayor Taylor commented that is a misunderstanding of the proposal and that the City of Sterling Heights is not paying for curbside recycling. The cost to the City of Sterling Heights is a sliding scale depending on the number of subscribers. There will not be a millage increase as a result of this proposal unless the number of subscribers got

extremely high. Mayor Taylor stated that this makes the most sense and he is comfortable with the process and will be supporting this motion.

Councilman Romano inquired how long the City of Sterling Heights has had the recycling centers.

Mr. Moore responded approximately 15 years or more.

Councilman Romano inquired if the City of Sterling Heights has ever made any money from the recycling centers.

Mr. Moore responded that the City of Sterling Heights pays for the operation of the recycling centers.

Councilman Romano commented that vendors will not be asked for a proposal to operate the recycling centers, which will cease operation upon implementation of a voluntary weekly single stream curbside recycling program. Two choices the residents have include either signing up for curbside recycling service or not recycling. Councilman Romano commented that out of 47,000 households, only 5,000 households want the service. He pointed out that people do not want it. The waste management bid is out in the open and everyone knows what was bid. The original bid was a perfect bid, it was proposed, bid, done, and everyone was in unison on. He added that all of a sudden it isn't good anymore. He stated that he will not be supporting this motion.

Mayor Taylor commented that he disagrees it was a perfect bid that everyone was in unison on. He reminded Councilman Romano that he did not vote in favor of the bid. Mayor Taylor stated it is a great program and he is in favor of it.

Councilman Romano reiterated that people don't want the 64- gallon can. In referencing Mayor Taylor's comments, he stated that when the bid was sent out, it was unanimous and questioned Mayor Taylor why he said it was not unanimous. He also added when the bid came back, the City Council decided to tweak it.

Councilwoman Ziarko commented that in her research on recycling, bags with a symbol are an option to bins. She inquired if this could be an option in the City of Sterling Heights as well as the bins and asked Mayor Taylor if the company requires a bin or can a bag be used.

Mayor Taylor stated that he thinks the answer is yes.

Councilwoman Koski supported Councilwoman Ziarko's suggestion and added that she would like to see a smaller 32- gallon bin be included in the RFP, along with amending it to include Councilwoman Ziarko's recommendation of a bag or smaller container.

Mayor Taylor asked Mr. Bahorski if their proposals can be included in the RFP and if the motion needs to be changed.

Mr. Bahorski responded that it will increase the cost. He stated that the motion would not need to be changed and that the RFP does allow for flexibility. The committee members representing the City of Sterling Heights will have the opportunity to address cost considerations, depending on inclusions, such as smaller bins, mechanism for senior citizens, and handicap people who struggle with the carts, etc.

Roll Call Vote: Yes: Skrzyniarz, Taylor, Koski, Shannon

No: Ziarko, Romano, Schmidt

Motion carried 4 -3

CONSIDERATION

6. Mr. Mark Vanderpool, City Manager presented the consideration of an approval of a Memorandum of Understanding between the City of Sterling Heights and the UAW Unit 40 of Local 412 – Professional and Technical Employees. In 2015, the City launched its new website featuring a multitude of new features that enhance the City's ability to push out critical content to businesses and residents. At the same time, a concerted effort to increase the City's presence on social media, which could be cross-populated using content on the website was initiated. The manpower available in the Community Relations Department to dedicate to producing/managing content for the City's website is limited and the skill set necessary to successfully discharge these job duties long-term requires someone trained and experienced in this emerging field. Asking City personnel to produce content on a regular basis, in addition to regular job duties, is simply not effective or efficient.

Mr. Vanderpool stated that to ensure that the potential of the new website is realized; City Administration approached the leadership of UAW Unit 40 of Local 412 – Professional and Technical Employees (Union) to discuss the creation of a new job classification entitled Digital Content Coordinator, with the following job duties:

- Work closely with every city department to ensure each area of the website is updated with the appropriate content, news, and information to drive the proliferation of public information and functionality on the city's website.
- Assist in facilitating timely submission of information, profiles, and imagery from all departments on social media platforms, as well as assist in scheduling

of social media posts and planning of social media campaigns and initiatives that are creative and will help foster higher engagement and long-term attention.

- Research new and emerging technologies to ensure City of Sterling Heights utilizes all viable digital platforms in the most efficient an effective manner possible.

Mr. Vanderpool stated that the City and Union were able to reach an agreement on the material terms and conditions for adding the new Digital Content Coordinator classification to the bargaining unit. The wage scale for the new classification ranges from $47,774 (starting) to $59,921 (top step).

Mr. Vanderpool acknowledged and thanked the union for creating the new classification that will substantially improve the effectiveness of the new website and marketing the very best assets of the City of Sterling Heights. He thanked the City Attorney and the Human Resource Director for their hard work.

Moved by Ziarko, seconded by Schmidt, **RESOLVED**, to approve the Memorandum of Understanding between the City of Sterling Heights and the UAW Unit 40 of Local 412 – Professional and Technical Employees creating the Digital Content Coordinator classification and authorize the Mayor and City Clerk to sign it on behalf of the City.

Yes: All. The motion carried.

7. Mr. Charles Jefferson inquired where the residents find out the questions asked of individuals and what answers were given for nominees.

There were no nominations for the City of Sterling Heights Board of Ordinance Appeals Panel II.

Moved by Ziarko, seconded by Taylor, **RESOLVED**, to postpone the nomination and consideration of an appointee to the Board of Ordinance Appeals Panel II to the March 15, 2016 regular City Council meeting.

Yes: All. The motion carried.

8. There were no nominations for the Economic Dev. Corp/Brownfield Auth. Committee or the Ethnic Community Committee.

Moved by Ziarko, seconded by Taylor, **RESOLVED**, to postpone the nominations and considerations of appointees to the Economic Dev. Corp/Brownfield Auth. Committee and the Ethnic Community Committee to the March 15, 2016 regular City Council Meeting.

Yes: All. The motions carried.

Moved by Ziarko, seconded by Taylor, **RESOLVED**, to appoint Eric Castiglia, to the Citizens Advisory Committee-Community Development BI Grant, to a term ending June 30, 2016 subject to the appointee meeting the qualifications set forth in Chapter §4.03 and taking the oath of office within two weeks.

Yes: All. The motion carried.

Moved by Romano, seconded by Taylor, **RESOLVED**, to postpone the nomination and consideration of an appointee to the Beautification Commission to the March 15, 2016 regular City Council Meeting.

Yes: All. Motion carried.

9. Item E from Consent Agenda.

Moved by Romano, seconded by Schmidt, **RESOLVED**, to award the bid for the hauling and disposal of street sweepings to Dale's Disposal, Inc., 31475 Utica Road, Fraser, MI 48026, at the unit prices bid for a two-year period.

Councilman Romano inquired if Mr. Buhlinger reviewed both bids and whose decision it was to select Dale's Disposal, Inc.

Mr. Buhlinger responded that both bids were reviewed by the Department of Public Works and the Purchasing Department. Dale's Disposal, Inc. was selected as low bidder meeting the specifications.

Mr. Buhlinger stated the specifications that were included had been reviewed prior to it being advertised. Two vendors were on point with the specifications requested. Of the two vendors, the low bid is the recommendation by administration.

Councilman Romano thanked Mr. Buhlinger for his explanation.

Yes: All. The motion carried.

COMMUNICATIONS FROM CITIZENS

Mr. Roth – City Council voting gridlock, would like to see the City Council more representative of the residents.

Mayor Taylor commented that there were 19 items voted on at tonight's meeting, all but one were unanimous.

Councilman Romano commented on the rules and regulations on this portion of the agenda of not responding.

Mayor Taylor commented he was out of order.

(Unidentified) – Street lights at Lakeside Mall on South Cover Drive are not working.

Mr. Norm Simpson – Recycling.

Mayor Taylor reminded the residents that any items can be addressed at this time except items that were on the agenda today.

Mr. Charles Jefferson – recycling, hiring process, volunteer committee positions, and personally addressing City Council members.

Ms. Jazmine Early thanked the City Council members who appointed her to her position. Freedom of speech. Inquired when the meeting date to discuss upcoming projects, i.e. Parks and Recreation Community Center. Inquired if the millage be increased to pay for building maintenance expenses. Requested Mr. Vanderpool address her concerns.

Ms. Stacey Charley- civil asset seizure in Sterling Heights. Asking for direction.

Mayor Taylor advised her the City Manager and City Attorney will follow-up with her.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool addressed the comments on the Parks and Recreation Community Center pointing out that there will be some public engagement sessions, and other initiatives soon. This information will come back to City Council in about 90 days or so once the due diligence work has been completed.

Mayor Taylor stated that Mr. Vanderpool will look into her situation with the City Attorney and Police Chief tomorrow.

Mayor Taylor confirmed with the City Attorney that there is one item in closed session tonight.

UNFINISHED BUSINESS

There is no Unfinished Business discussed.

NEW BUSINESS

Councilwoman Ziarko inquired if different posters of the specs for the new Parks and Recreation Community Center can be displayed at the Sterling Heights Cultural Exchange Friday night.

Mr. Vanderpool stated that it was a fantastic idea and will have a station set up along with someone to answer any questions. Mr. Vanderpool will also be in attendance.

Councilman Romano apologized to Ms. Early for his comments at the last meeting.

CLOSED SESSION PERMITTED UNDER ACT 267 OF 1976

Motion by Ziarko, seconded by Schmidt, **RESOLVED**, to recess to closed session as permitted under Act 267 of 1976.

Roll Call Vote: Yes: Ziarko, Romano, Skrzyniarz, Taylor, , Koski, Schmidt, Shannon.

Motion carried 7-0.

The meeting was recessed at 9:38 p.m.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 10:41 p.m.

_____

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF

March 15, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	$732,534.76			$732,534.76
WATER & SEWER FUND	$1,904,279.96			$1,904,279.96
OTHER FUNDS	$953,197.80		$561.40	$952,636.40
TOTAL CHECKS	$3,590,012.52	$0.00	$561.40	$3,589,451.12

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY

DELIVERED MAR 10 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-C
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for turf and concrete restoration at unit prices bid (Estimated expense of $65,000 through December 31, 2016).

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:

- By virtue of being underground facilities, City water mains in need of repair require below grade excavations. This process inevitably causes damage and disruption to lawns, irrigation systems, flags of concrete sidewalk, and driveway approaches situated in right of way areas between the curb and sidewalk.

- The Department of Public Works (DPW) Water Division utilizes the services of a private contractor for purposes of restoring the right of way area to its pre-excavation condition. The private contractor must be competent in concrete flat work, irrigation system repair, and turf restoration.

- On January 26, 2016, the City received three (3) bids in response to the invitation to bid for turf and concrete restoration services. Luigi Ferdinandi & Son Cement Company submitted the lowest bid meeting all City specifications. After reviewing its bid and checking references provided, recommendation is being made to award the bid to Luigi Ferdinandi & Son Cement Company.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for turf and concrete restoration services to Luigi Ferdinandi & Son Cement Company, 16481 Common Road, Roseville, MI 48066, at unit prices bid through December 31, 2016, and authorize the City Manager to extend the bid award one (1) additional year at unit prices bid.

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CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

The City issued an invitation to bid (ITB) for turf and concrete restoration services. The ITB was advertised on SHTV, posted to the MITN website, Facebook, and Twitter and published in the Sentry Newspaper. Three (3) vendors responded with bids as outlined on the attached bid tabulation. It is anticipated that the City will expend approximately $65,000 on these services through December 31, 2016, with most of the expenditures incurred prior to the fiscal year 2015/2016 ending on June 30, 2016.

Funds are budgeted annually in 59956556 (Water Distribution) 840000 (Water Main Repair).

STAFF ANALYSIS AND FINDINGS:

The ITB was developed to incorporate every potential service that could be involved in the restoration of public right of way disturbed as a result of a water main repair. It is estimated that the successful contractor will complete 60 to 70 restoration assignments, each of which could require a variety of services, including grading, application of top soil and grass seed, repair of irrigation (lawn sprinkler) systems, and flat concrete work (flags of sidewalk and driveway approach). The ITB requested unit pricing for labor, equipment, time and materials to complete a restoration job in accordance with City standards.

Staff from the Department of Public Works and Office of Purchasing reviewed the bids and recommend an award to Luigi Ferdinandi & Son Cement Company, the bidder that provided unit pricing on all services specified in the ITB. Although Landscape Services. Inc. (LSI) bid lower unit prices on certain of the specified services, it did not bid on all services which resulted in an incomplete bid. Additionally, the majority of work to be completed under this award will involve the line item for 'minor earth grading and leveling'. Luigi Ferdinandi & Son Cement Company did submit the lowest bid.

Any monies saved by splitting the bid award between two vendors would quickly be negated by the indirect costs associated with scheduling, managing, and paying multiple contractors for a single job site.

Luigi Ferdinandi & Son Cement Company of Roseville, Michigan, employs approximately 40 employees and has been in business for over 47 years. The DPW is satisfied that this contractor has the requisite experience and resources to successfully complete the turf and concrete restoration services needed. As a new contractor for the City, Luigi Ferdinandi & Son Cement Company's references were contracted and proved favorable.

For additional information, please see the attached recommendation from the Department of Public Works.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Luigi Ferdinandi & Son Cement Company, Inc.
16481 Common Road
Roseville, MI 48066
Luigi Ferdinandi, Vice President
info@luigicement.com

CITY OF Sterling Heights
DPW

Interoffice Memorandum

Date: February 22, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: DPW Turf and Concrete Restoration

The Department of Public Works has reviewed the bids received on January 26, 2016 for DPW Turf and Concrete Restoration. This contract is for the restoration of excavation sites, due to water main break repairs, throughout the City of Sterling Heights. The excavation sites are located primarily within the public utility right-of-ways, located between the street curb and sidewalk. After contacting their references, the Department of Public Works recommends that the bid be awarded to the lowest bidder meeting all requirements:

Luigi Ferdinandi & Son Cement Company, Inc.
16481 Common Road
Roseville, MI 48066
Attn: Luigi V. Ferdinandi

Luigi Ferdinandi & Son Cement Company, Inc. was the lowest bidder that met all the requirements for turf, sprinkler, and concrete repairs. This company has over 47 years of experience in the industry and possesses the required machinery and equipment to fulfill the expectations of the City.

This contract is estimated to cost approximately $65,000.00 and will be valid until December 31, 2016. Funds for this expenditure are budgeted in the Water Division's Water Main Repair account # 59956556-840000.

C: Michael Moore, Public Works Director
Jim Nichols, Water Division Supervisor
John Orzel, Sewer Division Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 26, 2016
ITB-SH16-002: DPW TURF AND CONCRETE RESTORATION

ITEM	UNIT	EST. QTY.**	FIORE ENTERPRISES UNIT COST	FIORE ENTERPRISES TOTAL COST	LANDSCAPE SERVICES UNIT COST	LANDSCAPE SERVICES TOTAL COST	LUIGI FERDINANDI & SON CEMENT CO. UNIT COST	LUIGI FERDINANDI & SON CEMENT CO. TOTAL COST
Seed	LB	2	$5.20	$10.40	$10.00	$20.00	$20.00	$40.00
Minor Earth Grading and Leveling 1" - 6"	SYD	15	25.00	375.00	15.00	225.00	9.00	135.00
Topsoil	CYD	1	109.00	109.00	45.00	45.00	60.00	60.00
Sprinkler Repair, 3/4" Poly Pipe	L.F.	1	5.25	5.25	10.00	10.00	20.00	20.00
Sprinkler Repair, 1" Poly Pipe	L.F.	1	5.65	5.65	12.00	12.00	20.00	20.00
Sprinkler Rotary Head	EA	1	55.00	55.00	32.00	32.00	35.00	35.00
Sprinkler, Spray Head	EA	1	48.25	48.25	20.00	20.00	35.00	35.00
4" Concrete Sidewalk	SYD	1	275.00	275.00	**N/B**	0.00	135.00	135.00
6" Concrete Drive Approach	SYD	6	285.00	1,710.00*	**N/B**	0.00	135.00	810.00
Bringing Utility Covers to Grade	EA	1	895.00	895.00	75.00	75.00	250.00	250.00
Hauling and Disposal of Waste Material **Including any Excavation	CYD	2	50.65	101.30	45.00	90.00	60.00	120.00
Sod	SYD	15	9.00	135.00	10.00	150.00	15.00	225.00
BID GRAND TOTAL (UNIT COST)				$3,724.85		$679.00#		$1,885.00

**** Estimated total based on actual sites needing restoration.**

*** Adjusted by Purchasing**

 # Landscape Services submitted a partial bid (excluded concrete work)

N/B - No Bid

O:\ITB\DPW\Water Division\Turf and Concrete Restoration\2016\Bid Tabulation.xlsx

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

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 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

****

INVITATION TO BID

ITB-SH16-002

The City of Sterling Heights, Michigan is accepting sealed bids for DPW TURF AND CONCRETE RESTORATION until TUESDAY, JANUARY 26, 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
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

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

VI. SPECIFICATIONS

Scope of Work

When a water main break occurs within the City of Sterling Heights the site is excavated to complete the proper repair of the water line. Occasionally these areas require the removal and disposal of concrete, by the Public Works staff. Upon completion of the repair to the water line Public Works staff will backfill the excavated area.

The Department of Public Works is requesting the assistance of a Contractor to complete the restoration of these affected areas. Majority of the sites require minor earth leveling, addition of topsoil, and seed.

This contract consists of, but is not limited to, the following type of work on an "as needed" basis:

- Installation of concrete approaches, sidewalks or driveways.
- Installation and/or replacement of topsoil.
- Application of seed or class A sod.
- Minor earth grading and leveling.
- Installation and/or replacement of sprinkler systems.
- Hauling and disposal of waste material such as broken concrete or soil.

Each pay item in the contract shall include all labor, time, and material to be performed by the Contractor necessary to meet City standards.

Contractor is required to have a functioning email address enabling a list of jobs to be completed be sent via email from the Department of Public Works. Contractor will complete necessary work stated in email at unit prices bid. Contractor will inform Department of Public Works of any job site requiring over $5,000 of work before commencing restoration duties.

Contractor will be required to take two pictures before work begins and two pictures upon completion of job. All pictures will be emailed to Department of Public works within five business days of job site completion.

Terms of Contract

Terms of this contract will be from date of award by City Council through December 31, 2016 with an option for the City to extend for one (1) additional year under the same terms and conditions.

Excavation and Subgrade

Excavation shall include all excavation necessary for the construction of the concrete approaches, sidewalks or driveways. Excavation shall include any sod, loam, or unstable material below pavement subgrade which, if there be any, shall be removed and replaced with excavated or offsite sand or gravel compacted in place.

The pavement subgrade shall be shaped to the required grade and cross section. All holes, ruts, and depressions shall be filled with porous material thoroughly compacted.

Before laying the concrete, the subgrade and additional material shall be compacted. Subgrade will be uniformly compacted, properly shaped, and true to grade and alignment. The subgrade shall be so maintained until the concrete pavement has been placed thereon. All depressions developing under traffic on the subgrade, or in connection with the rolling, shall be filled with suitable material properly compacted by re-rolling or hand tamp.

Just before the concrete pavement is placed, the subgrade shall be checked for grade. All high places shall be removed to true grade, and any low places filled with porous material and rolled or hand tamped until smooth and firm.

Cost of excavation shall be included in hauling and disposal of waste material on bid form.

Concrete

General: Concrete shall consist of a mixture of Portland cement (Air Entraining), fine aggregate, coarse aggregate, and water. Concrete shall be of the grade A. The materials shall conform to the specifications therefore as found under "Materials" of these specifications.

Design and Classification: Concrete shall be proportioned on the basis of the minimum cement content per cubic yard of mixed concrete based on the compressive strength when cured in moist air at seventy degrees Fahrenheit for twenty-eight days.

Grade	Min.Cement Content Sacks/ Yd^3 Concrete	Max* U.S. Gal. Water/Sack Cement	Approx. Ratio by Vol. Bet. Aggr. Fine; Coarse	Compressive Strength 28 Days $Lbs./In^2$
A	6	6	2:3	3,500

*The maximum volume of water per sack of cement includes the surface moisture carried by the aggregates.

The mix shall be adjusted if necessary so the entrained air in the mix is from five percent to seven percent. Mix shall be tested for this determination as provided under "Test of Materials" elsewhere in these specifications.

Transit-Mix Concrete: Truck mixers shall be of the revolving drum type, with the mixing drum water tight when closed. A tank shall be provided for carrying the mixing water. Only the prescribed amount of water shall be placed in the tank unless the tank is equipped with a device by which the quantity of water added to a batch can be readily determined.

All solid materials shall be accurately measured at the proportioning plant in accordance with the specified requirements. Mixing shall begin within thirty minutes after the water has been added to the cement or the aggregates. This time shall be reduced whenever conditions are such that a shorter time is necessary to prevent harmful effects on the concrete.

In no case shall the interval between loads exceed fifteen minutes. The concrete shall be discharged at the site within forty-five minutes after the introduction of the mixing water with the dry materials. This time shall be reduced whenever, a shorter time is necessary to prevent harmful effects on the concrete.

Handling, Transporting and Placing: The concrete shall be transported to the place of final deposit as rapidly as practicable, with a minimum of handling by methods which will present segregation. Regardless of the method of transporting, handling, and placing, the concrete when deposited in the forms shall have the quality and consistency specified.

Protecting and Curing: Fresh concrete shall be protected from rain whenever necessary, by tarpaulins or other suitable means. No concrete shall be walked on or in any way disturbed after being placed.

Exposed surfaces of concrete shall be protected from premature drying for a period of at least seven days after pouring. The methods shall be effective but not detrimental in any way to strength or finish of the concrete. Curing compound shall be used in strict accordance with the manufacturer's specifications. Surfaces remaining in contact with the forms shall be considered as adequately protected against loss of moisture providing there is no opening at the joints of the forms.

A Miss Dig call / notification shall be performed prior to the commencement of any concrete work.

Materials

General: The material to be furnished and used on this contract shall conform to the requirements specified herein.

Water: Water used for concrete shall be free from oil, acid, alkali, organic matter and any other deleterious substances.

Cement: The cement shall be an established brand of Portland cement and it shall conform to the requirements of the A.S.T.M. Standard Specifications for Portland cement, C-175-46-a-T (Air Entraining).

Sampling and testing of cement shall be done in accordance with A.S.T.M. C-114-46T.

Concrete Air-entrainment: The required amount of entrained air within the concrete mix shall fall within the range of 5% to 8%.

Fine Aggregate (Sand): Fine aggregate shall be natural sand consisting of hard, strong, durable particles, free from adherent coatings, clay lumps and other deleterious matters, and at the time of use shall be entirely free from frozen material. The aggregate shall conform to the Standard Specifications 2NS for fine aggregate for Portland Cement Pavement of the M.D.S.H.

Coarse Aggregate: Coarse aggregate shall consist of hard, strong, durable pebbles, crushed stone, or slag free from adherent coatings, clay lumps, coal and other foreign matter.

Slag shall be clean, tough, durable particles of air cooled blast furnace slag, reasonably uniform in density and quality, free from glassy pieces, and weighing not less than seventy-five pounds per cubic foot (dry rodded material). Sulfur content shall not exceed two percent by weight. Test beams incorporating the slag as coarse aggregate, made and tested in accordance with the A.S.T.M. Standard Method of Test for Flexural Strength of Concrete, C-78-44, shall have a modulus of rupture of not less than five hundred fifty pounds per square inch at seven days and six hundred fifty pounds per square inch at twenty-eight days.

Admixtures: Admixtures of any kind shall not be used in concrete without the written consent of the Owner.

Joint Filler

Non-Extruding Bituminous Fibre for Expansion Joints: Bituminous fibre joint filler shall conform to the requirements of the Standard Specifications for Preformed Expansion Joint Filler for Concrete A.A.S.H.O. Designation M-59-42.

Bituminous Filler for Contraction or Dummy Groove Joints: Bituminous joint filler shall conform to the requirements of the Standard Specifications for Preformed Expansion Joint Filler of Concrete A.A.S.H.O. Method M-33-42.

Testing: Testing of preformed joint fillers shall be done in accordance with A.A.S.H.O. Method T-42-42.

Poured Joint Fillers: Shall conform to the Standard Specifications for "Filler, Joint Sealing", Hot Poured Type (for concrete) Fed. Spec. SS-S-164.

Test of Materials

General: The Contractor, at his own expense, shall furnish tests of cement, fine aggregate, coarse aggregate, concrete mix, and test cylinders. Testing to be done by an approved independent testing laboratory. All testing is to be done in accordance with the latest revision of the A.S.T.M. applicable specification.

Forms

Forms shall be durable and rigid, straight and free from distortion and of sufficient strength to resist the pressure of the concrete against them without springing. They shall be of an approved section and full depth. They shall be joined neatly and

sufficiently tight to prevent mortar leakage and shall be securely staked, braced, and tied to the required line and grade. All forms shall be thoroughly cleaned before concrete is deposited.

Pavement Construction

General: After the subgrade has been prepared and accepted in accordance with foregoing provisions, the concrete pavement shall be placed to the thickness indicated on the bid form. Concrete shall be Grade "A" as specified elsewhere herein.

Expansion Joints: (Transverse) shall be located at all street intersections and intervals not to exceed four hundred feet. The expansion joints shall be three-quarters inch in width and shall be filled with pre-molded bituminous fiber, non-extruding joint filler three-quarters inch thick, and of a width determined by the thickness of the slab.

Contraction Joints: (Dummy Groove) Transverse joints shall not be spaced more than twenty feet apart. All joints shall be constructed with "Poured Joint Filler" after concrete has set. Pre-molded joint filler may be used.

Joints: All Joints shall be constructed in a true vertical plane with transverse joints at right angles to the centerline of the street. At expansion joints, the bottom of the pre-molded filler shall be set one-half inch below the bottom of the pavement and fastened securely in a vertical plane until the concrete is poured and set. Care shall be exercised in pouring and spading the concrete to avoid forcing the concrete under the joint. Defective joints shall be reconstructed by the Contractor at no extra expense to the Owner. Pre-molded filler shall conform to the cross section of the pavement slab for its entire width and slot (½" x ¾") left at the top edge filled with approved asphaltic filler poured flush with the pavement surface.

Hook Bolts: Hook bolts shall be 30" on center. The cost of each hook bolt shall be included in the concrete pay item. Minimum size of 5/8" x 8" j-hook anchor bolt with 5/8" steel drop in anchors will be used.

Placing Concrete: The mixed concrete shall be deposited on a wetted subgrade to the required depth in successive batches and in continuous operation without the use of bulkheads between joints. While being placed, the concrete shall be sliced and spaded so that the formation of voids or honeycomb pockets is prevented. Concrete shall be exceptionally well spaded and tamped against the curbs and along all joints.

Strike Off: After placing, the concrete shall be struck off with a screed, cut to the crown of the pavement and weighing at least fifteen pounds per lineal foot. The screed shall rest on the side forms or gutter apron and shall be drawn forward with a sawing motion. A depth of at least two inches of concrete shall be carried in front of the strike off screed for the full width whenever the screed is being drawn forward.

Cement mortar gathered from the surface of the concrete already placed shall not be used in filling boot tracks or stony areas, but such areas shall be dug out, refilled with concrete and worked smooth.

Tamping: Immediately following the screening, the pavement shall be tamped. A separate template may be used for tamping or the strike-off template may be used if it is of suitable construction. In the tamping operation, one end of the template shall rest on the form or edging, while the other is lifted and dropped, advancing at such a rate that the whole surface is struck at least once. The opposite end shall then be lifted and dropped in the same manner. Neither end shall be advanced more than one foot ahead of the other.

Floating: Immediately following the tamping, the surface shall be floated longitudinally with a flat board ten inches wide, three inches thick, not less than twelve feet or more than sixteen feet long, and provided with handles at each end. The float shall be placed on the pavement with its long axis parallel to the centerline of the pavement and be operated by two men, one at each end, who stand on bridges spanning the pavement. The float shall be dragged from edge to edge of the slab with a wiping motion; no sawing motion shall be used. When the entire surface has been floated in this manner, the bridges shall be moved ahead such a distance that the next section floated shall overlap the one previously floated by three or four feet. A ten-foot aluminum float may be used in lieu of this method when approved by the City.

Surface Defects: The Contractor is responsible for correcting all surface defects such as spalling, scaling, cracking and other observable defects within a one year period from job completion. Methods of correcting the surface defect(s) shall be reviewed and approved by the City. All labor, equipment, and material required to correct the defect shall be at the contractor's expense.

Curing: Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than 30 minutes after concrete placement.

The cure system shall be on site and tested prior to concrete placement.

Apply a curing compound at a rate of application not less than two (2) gallons per 25 square yard; keep the material thoroughly mixed per the manufacturers recommendation and do not dilute the compound.

The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

Excess Water: After excess water has come to the surface, the pavement shall be scraped with an aluminum straightedge from six feet to ten feet long. The straight edge shall be operated so that all excess water, laitance and inert matter is drawn from the surface of the pavement.

Test: Following the scraping, the pavement shall be tested for irregularities with a ten-foot straightedge. The straightedge shall be placed on the surface parallel to the centerline and at not more than five-foot intervals transversely. After each test, the

straightedge shall be moved forward one-half its length and the operation repeated. When irregularities exceeding one-quarter inch are discovered they shall be corrected by adding or removing concrete. All disturbed places shall be floated with a wooden float not less than three feet long and not less than six inches wide.

Belt: When the water sheen has disappeared from the surface of the pavement, the final finish shall be given with a wood, canvas, or rubber belt or with a strip of burlap. The belt shall be not less than three-ply canvas or rubber or a board thin enough to lie flat on the pavement, at least ten inches wide and at least two feet longer than the width of the slab under construction. It shall be applied with a combined crosswise and longitudinal motion and shall leave the surface with an even gritty texture. When a strip of burlap is used as the final finishing tool, it shall be at least three feet wide and four feet longer than the width of the slab under construction, and shall be kept saturated while in use. It shall be laid on the surface of the pavement and dragged forward in the direction in which the pavement is being laid.

Measurement and Payment: Concrete payment will be paid for at the contract unit price per square yard, which price shall be payment in full for furnishing the material and constructing the pavement proper, including jointing, finishing, curing, and testing of the materials and mix. Where integral curbs are required, measurements for concrete pavement will be from back to back of the curb. Integral curbs are considered as part of the pavement and will not be paid for as a separate item.

Existing Manholes, Valve Wells, Catch Basins, Etc.

Within the street-right-of-way, existing manholes, valve wells, catch basins, etc. shall be adjusted, altered, or rebuilt as necessary and brought to the new grades so as to conform to the new work. These adjustments shall be made by the Contractor, and shall be a separate line item on the bid form.

Grading, Seeding and Sodding

All areas disturbed shall be restored to their original condition with sod on 2" topsoil (if area disturbed was established sod) or 3" topsoil, seed, and mulch. The determination of using sod or seed will be made by the City.

Final payment will not be made until all areas disturbed are restored with sod or seed, root systems and turf are well established, and areas are free from weed growth.

Topsoil, seed, and sod are further defined as follows:

Seeding:

All seed and shall be supplied by the contractor.

Name	Proportion	Purity	Germination
Baron Bluegrass	35%	95%	80%
Pennlawn Fescue	40%	97%	80%
Perennial Rye	25%	97%	90%

All areas to receive seed shall be smooth, uniform and free of surface irregularities. All foreign matter shall be removed.

Sow seeds by means of hydro seeding or broadcasting.

Do not broadcast or hydro seed during windy conditions or conditions that would prevent seed placement as required.

Seed shall be sown at the rate of 6 pounds per thousand square feet

Lightly compact or rake areas sown by hydro seed or broadcast methods to incorporate the seed into the top 1/2-inch of the topsoil.

Homeowner will be responsible for watering seeded area

Sod:
All sod and method of lying shall conform to Class A sod as specified in Section 917.13, "Sod", and in Section 816.03, "Laying Sod", of the 2012 MDOT Standard Specifications for Construction. All sod must be dirt sod; peat sod will not be acceptable.

Upon placement of sod the homeowner will be responsible for watering.

Topsoil:
Topsoil shall be screened and free of all rocks, roots, and foreign debris and shall meet the following requirements:

- Shall be fertile, friable, and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, subsoil, weeds, or other foreign matter.
- Shall not be contaminated
- Shall not be excessively acidic or excessively alkaline
- Shall not contain natural underlying soils, sub base materials, or other deleterious material
- Shall consist of natural loam, sandy loam, or clay loam humus-bearing soils adapted to sustain plant life
- Shall be of mineral origin, exclusive of peat or muck

Lawn Irrigation Systems
The Contractor is advised that a substantial amount of properties contain lawn sprinkler systems between the existing sidewalk and the back-of-curb or edge of pavement. The Contractor will be responsible to repair any sprinkler system components that were damaged as a result of the water main break.
Payment shall include all labor, equipment and material necessary for the repair to the damage sprinkler systems.

Project Clean Up

Contractor shall be responsible to repair/restore any damage caused by Contractors equipment/personnel during the completion of the job assigned by the City.

No payment will be made until all areas disturbed are restored and cleaned.

All construction tools and debris shall be removed.

The contractor shall clean up all surface dust, debris and objectionable material around each patch after removing and replacing each concrete patch. All pavement areas within the removal and replacement operations must be cleaned by the end of each workday.

Backfilling of the curb and/or sidewalk at each patch shall be complete within 14 days after placement of the concrete pavement.

Completed work areas will be left broom clean.

VII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that the **DPW TURF AND CONCRETE RESTORATION** will be furnished for the price set forth in this bid.

It is understood and agreed that all bids 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 the time frame from City Council award through December 31, 2016, with the option to extend for one (1) additional year under the same terms and conditions. The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids, the right to waive irregularities in bidding if it determines such action to be in the best interest of the City to do so.

BID TOTAL $_____

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: _____

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_____

E-Mail Address/Website_____

Terms_____

Signature/Date_____

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

VII. BID FORM (CONTINUED)

Approximately 125 sites are in need of restoration annually. Of those 125 sites, 25 may include concrete work.

The bid form below approximates the average quantity of materials and labor needed per site for bidding purposes. All quantities are estimates. Each item in the contract shall include labor, time and material needed for restoration to meet City standards. The decision to use of 'sod' or 'seed' will be made prior to notification of the contractor.

Item Description	Unit	Unit Cost	Est. Qty	Total Cost
Seed	LB	$_____	2	$_____
Minor Earth Grading and Leveling 1" - 6"	SYD	$_____	15	$_____
Topsoil	CYD	$_____	1	$_____
Sprinkler Repair, 3/4" Poly Pipe	L.F	$_____	1	$_____
Sprinkler Repair, 1" Poly Pipe	L.F	$_____	1	$_____
Sprinkler Rotary Head	EA	$_____	1	$_____
Sprinkler, Spray Head	EA	$_____	1	$_____
4" Concrete Sidewalk	SYD	$_____	1	$_____
6" Concrete Drive Approach	SYD	$_____	6	$_____
Bringing Utility Covers to Grade	EA	$_____	1	$_____
Hauling and Disposal of Waste Material *Including any Excavation	CYD	$_____	2	$_____
Sod	SYD	$_____	15	$_____

BID TOTAL: $_____

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

DELIVERED MAR 1 0 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-D
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid to replace the engine in a 2006 Ford F-650 Super Duty chipper truck (Total expenditure of $15,989).

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 Streets Division of the Department of Public Works (DPW) uses two Ford F-650 Super Duty chipper trucks in responding to requests for tree limb and brush chipping services throughout the City. In addition to responding to residential requests for service, the two chipper trucks are integral to the DPW's efforts to clear the community of downed trees following significant storm events. These chipper trucks tow a wood chipper to the site where the tree limbs and brush have been accumulated and receive the wood chips produced by the chipper. The chipper trucks proceed to deposit the accumulated wood chips for disposal or site use.

The engine of the 2006 Ford F-650 chipper truck can no longer maintain sufficient oil pressure to start and remain running. DPW Fleet Maintenance mechanics recommended that the engine on this chipper truck be replaced.

On January 26, 2016, bids were received for the replacement of the engine in the 2006 Ford F-650 chipper truck. Staff from the DPW and Office of Purchasing reviewed the bids received and is recommending an award to the low bidder, Troy Motors, Inc., d/b/a Elder Ford. The DPW utilizes Elder Ford on a regular basis for warranty repairs, product recalls, and the purchase of Ford OEM parts for its existing fleet of vehicles and reports satisfactory results.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid to replace the engine in a 2006 Ford F-650 Super Duty chipper truck to Troy Motors, Inc., d/b/a Elder Ford, 777 John R. Road, Troy, MI 48083, in the amount of $15,989.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

On January 26, 2016, bids were received to replace the engine in a 2006 Ford F-650 Super Duty chipper truck utilized by the Department of Public Works Streets Division. Invitations to Bid were advertised on SHTV, posted to the MITN website and published in the Sentry newspaper. Three (3) vendors responded as shown on the attached bid tabulation. It is anticipated that the City will expend $15,989 for this repair. Funds are available in 11744553 (DPW Fleet Maintenance) 759000 (Parts and Sublet Services).

STAFF ANALYSIS AND FINDINGS:

The invitation to bid (ITB) originally contemplated that the failing engine could be overhauled by the vendor. However, when the engine specifications included in the ITB were reviewed by bidders, the City was informed that the Blue Star engine in the 2006 Ford F-650 chipper truck could not be overhauled as originally believed due to a lack of available parts. Consequently, the decision was made to consider only a replacement engine.

Staff from the Department of Public Works (DPW) and Office of Purchasing reviewed the bids submitted and recommends a bid award to Troy Motors, Inc., d/b/a Elder Ford, the low bidder meeting the specifications. The DPW has a positive experience with Elder Ford, who regularly supplies OEM parts, performs warranty and recall work, and repairs DPW fleet vehicles.

Please see the attached departmental recommendation from the DPW for additional information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:
Elder Ford
777 John R. Road
Troy, MI 48083
Michael Stoijadinov, Service Manager
mikes@elderford.com

CITY OF Sterling Heights

Interoffice Memorandum

Date: February 10, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – Chipper Truck Engine Repair

The 2006 Ford F-650 Super Duty Chipper Truck is used by the Department of Public Works to clean up brush and limbs throughout the City. It has the capability to tow a wood chipper, catch wood chips, and dump its contents at the end of the work day. The engine in this vehicle is no longer producing enough oil pressure to start and remain running; an engine replacement is required.

The Department of Public Works has reviewed the bids for the repair of a 2006 Ford F-650 Super Duty Chipper Truck and recommends that the bid be awarded to the lowest bidder meeting all specifications and requirements:.

Elder Ford
777 John R Road
Troy, MI 48083
ATTN: Michael Stoijadinov

This dealer offered a two (2) year, unlimited mileage warranty and the quickest repair turnaround of 4-6 business days. The Department of Public Works currently utilizes Elder Ford for warranty repairs, recalls, and the purchase of Ford OEM parts for its fleet. Elder Ford has always met the DPW's needs, with satisfactory results.

The total price of this repair is $15,989.00 with the funds budgeted in the Fleet Maintenance - Parts & Sublet Services account #11744553-759000.

C: Michael Moore, Public Works Director
Don Barron, Fleet Maintenance Supervisor
Ken Swartz, Streets Division Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 26, 2016
ITB-SH16-007: CHIPPER TRUCK ENGINE REPAIR

	Elder Ford	***Metro Airport Truck***	***Wiegand Mack Sales***
Net Bid:	**$15,989.00**	**$16,575.00**	**$18,145.50**
Warranty:	2 year unlimited	2 years part/labor on engine 1 year part/labor on Fuel System	2 years - Engine 1 year - Fuel System 90 days - labor
Work time frame after receipt of PO:	4-6 days	8-10 business days	2 weeks
Included in pricing:	1. Tow not listed	1. Tow vehicle to facility, test drive vehicle, return vehicle	1. Transport truck to and from facility - $200.00
	2. Reman Engine - $12,649.00	2. Remove engine, return for core credit. Install new engine, file warranty paperwork	2. Engine Assembly - $14,403.00 Jasper Engine Co., Dyno Tested
	3. Labor per hour (40 hrs) - $3,040.00	3. Labor not listed	3. All Labor - $2,992.50
	4. Misc: Fluids - $300.00	4. Misc: Replace fluids	4. Misc: Belts, Hoses, Clamps, etc. - $550.00

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

TEL 586.446.CITY (2489) ***FAX*** 586.276.4077
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facebook.com/cityofsterlingheights | twitter.com/sterling_hts

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

****

INVITATION TO BID

ITB-SH16-007

The City of Sterling Heights, Michigan is accepting sealed bids for CHIPPER TRUCK ENGINE REPAIR until TUESDAY, JANUARY 26, 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
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

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

V. SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids for the repair of a 2006 Ford F-650 Super Duty Chipper Truck. Specifications are per the attached.

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

By submitting a bid, the bidder declares that they have familiarized themselves with the specifications and requirements and agree to contract with the City of Sterling Heights to furnish the necessary parts, labor, tools, and equipment to do all the work specified.

Minimum Specifications / Requirements

Winning bidder to transport chipper truck to their repair facility from the Public Works Facility located at 7200 18 Mile Road, Sterling Heights, MI 48314.

Include the pick-up, towing and return delivery cost in pricing. Do not break this cost out separately. The winning bidder is responsible for safe and secure transport, storage, handling and operating while in contractor's care, custody and control.

All parts must be genuine Ford or OEM as applicable and not aftermarket.

Price quoted shall be for all labor, parts and material used for repair of:

2006 Ford F-650 Chipper Truck
VT365-A200 International Engine 55,000 miles
VIN # 3FRNX65Y16V356379

Problem
The engine is no longer producing enough oil pressure to start and remain running.

Engine
Remove engine and conduct complete overhaul or replace with new or remanufactured parts. Bidder to provide complete detail of the overhaul process, including parts to be replaced / reconditioned.

Test (Dynamometer Test)
Return Chipper Truck to Public Works for live testing.

Warranties
Bidders shall warranty all labor, parts and materials for a minimum period of one (1) year and unlimited mileage / hours from date of acceptance. The city will provide routine maintenance.

VI. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined, and will furnish **CHIPPER TRUCK ENGINE REPAIR** services for the prices set forth in this bid. Bids not conforming to these specifications will be rejected and it will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on this basis. 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 the bidding if it determines such action to be in the best interest of the City to do so. 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 award of the bid and that, if chosen the successful vendor, the prices bid will remain firm through completion of the repair services.

Net Bid: Total cost for repair of 2006 Ford F-650 Super Duty Chipper Truck: (Attached detail form must be included with detail of repair) $_____

Warranty: _____

Work time frame after receipt of PO: _____

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: _____

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_____

E-Mail Address/Website_____

Terms_____

Signature/Date_____

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

VI. BID FORM (CONT'D)

DETAIL OF REPAIR

Please use this sheet to list and describe everything included in pricing. Please include transport, all materials, and labor.

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

DELIVERED MAR 10 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-E
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for landscaping and snow removal services in connection with nuisance abatement activities for a two-year period at unit prices bid (Charges paid by property owner).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)		Attachments			
MC	City Clerk	__	Resolution	__	Minutes
BS	Finance & Budget Director	__	Ordinance	__	Plan/Map
JB	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:

- Bids were received on February 23, 2016 for landscaping and snow removal services to be rendered at the request of the City of Sterling Heights in order to abate nuisance conditions pursuant to an order rendered by the Ordinance Board of Appeals.

- In the majority of cases, these contracted landscape services are utilized to correct violations of the City's property maintenance code. Following a hearing and an opportunity to be heard, the Ordinance Board of Appeals determines whether the property maintenance violation constitutes a nuisance. If an order to abate is issued by OBA, the property owner is given a period of time to bring the property into compliance. If the property owner does not voluntarily abate the nuisance, the City has the contractor perform the abatement in order to bring the property into compliance. Charges incurred by the City for the contractor's services are invoiced to the property owner. If an invoice is not paid, the balance is added to the property taxes billed to the owner of the benefited property.

- In addition, the contractor may be called upon to perform soil erosion control measures at the request of the Office of Engineering. These measures are a condition of issuing a permit and in circumstances where a developer / contractor fails to fulfill this condition, the City's contractor will do so. Since 2006, bid specifications have also included a section for snow removal from sidewalks by adjacent property owners who are in violation of City Code requirements.

- The City received two bids on February 23, 2016 in response to the invitation to bid. United Lawnscape, Inc., the City's incumbent vendor, submitted the lowest unit prices. Recommendation is being made to award the bid to United Lawnscape based upon its unit pricing and proven track record with the City

with respect to the provision of these landscaping, soil erosion, and snow removal services.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for landscaping and snow removal services in connection with nuisance abatement activities to United Lawnscape, Inc., 62170 Van Dyke, Washington Twp., MI 48094, through April 30, 2018, at the unit prices bid, with an option for the City Manager to extend the bid award for an additional one-year period with the vendor's consent on the same terms and conditions.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

Two-year bids were due on February 23, 2016 for contractual landscaping and snow removal services to be rendered in connection with nuisance abatement activities on properties determined to be in violation of the City's property maintenance code.

An invitation to bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper. Two (2) vendors responded with bids as outlined on the attached bid tabulation. Funds to complete the Engineering (soil erosion) portion of this work will be charged to 70210000 (Current Liabilities) 283099 (Other Escrows – Clerks) against the appropriate customer sub-ledger. The charges incurred in connection with nuisance abatement activities are recovered through invoices or real property taxes paid by the owner of the benefited property.

STAFF ANALYSIS AND FINDINGS:

The bid specifications were divided into three sections:

Section I - Nuisance abatement
Section II - Soil erosion & sedimentation control measures, and
Section III - Snow removal.

United Lawnscape, Inc., the low bidder, is the incumbent vendor and has provided these services for the past twelve years.

After analyzing the unit pricing received, recommendation is being made to award the bid to United Lawnscape, Inc. through April 30, 2018, with an option for the City Manager to extend the bid award for an additional one-year period with the vendor's consent on the same terms and conditions.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

NOTIFICATION LIST:

United Lawnscape, Inc.
62170 Van Dyke
Washington Twp., MI 48094
John Wernis, President
johnw@unitedlawnscape.com

CITY OF **Sterling Heights**
InnovatingLiving

Interoffice Memorandum

Date: 24 February 2016

To: Jim Buhlinger, Purchasing Manager

From: *Denice A. Gerstenberg*
Denice A. Gerstenberg, City Development Director

Subject: **ITB-SH16-014 Landscaping & Snow Removal Services for Code & Ordinance Enforcement Services, including Soil Erosion**

On February 23, 2016 bids were received for landscaping & snow removal services for code & ordinance enforcement. The successful bidder would be responsible for completing nuisance abatements, soil erosion & sedimentation control measures and snow removal on an "as needed" basis on residential and commercial properties.

Two (2) sealed bids were received. One from United Lawnscape, Inc. whose address is 62179 Van Dyke, Washington, MI 48094 and one from Urban Habitat Outdoor Services, whose address is P.O. Box 315, Oxford, MI 48371.

Almost all unit costs provided by United Lawnscape are significantly less than those provided by Urban Habitat.

United Lawnscape, Inc. is currently the city nuisance abatement contractor, has been in business for almost 20 years. They have the capability to perform all of the services detailed in the bid specifications. United has satisfactorily performed the services required by the contract.

As a result, the office of City Development has reviewed the bid tabulation for above and recommends award to United Lawnscape, Inc.

###

CITY OF STERLING HEIGHTS
BID TABULATION - FEBRUARY 23, 2016
ITB-SH16-014: LANDSCAPING SNOW REMOVAL SERVICES FOR CODE ORDINANCE ENFORCEMENT

Item Description	Estimated Quantity	Unit	United Lawnscape Year 1 Unit Cost	United Lawnscape Year 2 Unit Cost	Urban Habitat Outdoor Services Year 1 Unit Cost	Urban Habitat Outdoor Services Year 2 Unit Cost
Cost per Job Hour		Hourly	$26.25	$26.75	$29.00	$31.00
Cost per yard disposal fee			16.00	16.50	17.00	18.00
Cost for application of Round Up			60.00	62.00	50.00	55.00
10 yard dumpster, with tip fee			245.00	250.00	250.00	250.00
20 yard dumpster, with tip fee			275.00	280.00	290.00	290.00
30 yard dumpster, with tip fee			370.00	375.00	375.00	380.00
3 yard dump truck, per hour, with tip fee			11.50	12.00	14.00	15.00
5 yard dump truck, per hour, with tip fee			17.00	18.00	20.00	20.50
10 yard dump truck, per hour, with tip fee			24.00	25.00	25.00	25.50
Use of Skid-steer, per hour			24.00	25.00	25.00	26.00
Topsoil	1-10	CYD.	14.00	14.50	15.00	16.00
Topsoil	11-100	CYD.	13.50	14.00	14.00	15.00
Application of Round Up			60.00	62.00	50.00	55.00
Cost to Remove Real Estate Sign w/Concrete			140.00	142.00	45.00	45.00
Cost to Remove Real Estate Sign w/o Concrete			95.00	97.00	30.00	30.00
ROOF REPLACEMENT						
Additional Cost per sheet			21.60	21.60	35.00	35.00
Markup % for outside contractor			13.50%	13.50%	14.00%	14.00%

Section II

Item Description	Estimated Quantity	Unit	Year 1 Unit Cost	Year 2 Unit Cost	Year 1 Unit Cost	Year 2 Unit Cost
Soil Erosion Inlet Protection Fence	1 - 5	Ea.	$160.00	$160.00	$192.00	$195.00
Soil Erosion Inlet Protection Fence	6 - 50	Ea.	130.00	130.00	156.00	159.00
Soil Erosion Geotextile Inlet Filter	1 - 10	Ea.	24.00	24.00	30.00	32.00
Soil Erosion Geotextile Inlet Filter	11 - 50	Ea.	24.00	24.00	30.00	32.00
Soil Erosion Silt Fence	1 - 100	L.F.	1.15	1.15	1.45	1.50
Soil Erosion Silt Fence	101 - 1000	L.F.	0.82	0.82	1.03	1.10
Soil Erosion Silt Fence	1001 - 5000	L.F.	0.70	0.70	0.95	1.00
Soil Erosion Control Blanket, Fertilizer & Seed	1 - 100	SYD.	0.95	0.95	1.10	1.15
Soil Erosion Control Blanket, Fertilizer & Seed	101 - 1000	SYD.	0.85	0.85	1.00	1.05
Fertilizer, Seed & Mulch	1 - 100	SYD.	1.28	1.28	1.50	1.55
Fertilizer, Seed & Mulch	101 - 1000	SYD.	0.70	0.70	0.84	0.90
Fertilizer, Seed & Mulch	1001 - 5000	SYD.	0.58	0.58	0.70	0.75
Top Dressing of Soil Erosion Gravel Access Drive, 1" - 3"	1 - 100	SYD.	3.70	3.70	4.44	4.50
Street Sweeping (Entire Width of Road)	1 - 1000	L.F.	0.12	0.12	0.20	0.22
Street Sweeping (Entire Width of Road)	1001 - 5000	L.F.	0.09	0.09	0.15	0.17
Minor Earth Grading & Leveling 1"-6"	1 - 100	SYD.	1.95	1.95	2.34	2.40
Minor Earth Grading & Leveling 1"-6"	101 - 1000	SYD.	1.30	1.30	1.56	1.65
6A Stone Filter	1 - 5	Ea.	128.00	128.00	153.00	155.00
Topsoil	1 - 10	CYD.	18.00	18.00	21.50	22.00
Topsoil	11 - 100	CYD.	15.00	15.00	19.50	20.50
Sprinkler Repair, 3/4" Poly Pipe	1 - 10	L.F.	2.88	2.88	3.45	3.50
Sprinkler Repair, 1" Poly Pipe	1 - 10	L.F.	3.80	3.80	4.00	4.25
Sprinkler Rotary Head	1 - 5	Ea.	21.00	21.00	23.00	24.00
Sprinkler Spray Head	1 - 5	Ea.	14.00	14.00	16.00	17.00

L.F. = Linear Foot, SYD = Square Yard, CYD = Cubic Yard

Section III

	Year 1 Unit Cost	Year 2 Unit Cost	Year 1 Unit Cost	Year 2 Unit Cost
Removal of snow from 5' public sidewalk, per linear foot, all inclusive	$0.74	$0.74	$0.80	$0.85

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

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 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

ADDENDUM #1

POSTED: February 17, 2016

BID: **ITB-SH16-014: LANDSCAPING AND SNOW REMOVAL SERVICES FOR CODE AND ORDINANCE ENFORCEMENT**

DUE DATE: TUESDAY, FEBRUARY 23, 2016 at 2:30 P.M.

ADDENDUM #1

The following specification has been removed from ***VII. BID FORM*** under SECTION I, ROOF REPLACEMENT.

Number of sheets included in bid _____

Page 15 of 23 of the BID FORM has been revised and is attached. Please use this revised page when submitting your bid.

For further assistance, I may be contacted at (586) 446-2741.

James Buhlinger
Purchasing Manager

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

_____ _____
Name Company

Official bid specifications are available at www.mitn.info

VII. BID FORM (CONT'D)-REVISED

SECTION I	Year One Unit Cost	Year Two Unit Cost
Cost per Job Hour	$_____	$_____
Cost per yard disposal fee	$_____	$_____
Cost for application of Round Up	$_____	$_____
10 yard dumpster box, tip fee included	$_____	$_____
20 yard dumpster box, tip fee included	$_____	$_____
30 yard dumpster box, tip fee included	$_____	$_____
3 yard dump truck, per hour, tip fee included	$_____	$_____
5 yard dump truck, per hour, tip fee included	$_____	$_____
10 yard dump truck, per hour, tip fee included	$_____	$_____
Use of Skid Steer per hour	$_____	$_____
Topsoil 1-10 CYD	$_____	$_____
Topsoil 11-100 CYD	$_____	$_____
Application of Round Up	$_____	$_____
Cost to Remove Real Estate Sign with Concrete	$_____	$_____
Cost to Remove Real Estate Sign W/O Concrete	$_____	$_____
ROOF REPLACEMENT		
Additional Cost per sheet	$_____	$_____

Percentage of mark-up if outside contractor is used

_____%

SECTION II

Item Description	Estimated Quantity	Unit	Year One Unit Cost	Year Two Unit Cost
1. Soil Erosion Inlet Protection Fence	1 - 5	Ea.	$_____	$_____
2. Soil Erosion Inlet Protection Fence	6 - 50	Ea.	$_____	$_____

CITY OF Sterling Heights
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Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

City Manager Mark D. Vanderpool

****

INVITATION TO BID

ITB-SH16-014

The City of Sterling Heights, Michigan is accepting sealed bids for LANDSCAPING AND SNOW REMOVAL SERVICES FOR CODE & ORDINANCE ENFORCEMENT until TUESDAY, FEBRUARY 23, 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

****

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

VI. SPECIFICATIONS

This bid is divided into three sections as follows:

Section I: Nuisance Abatements

A nuisance abatement on residential and commercial properties may be required as determined by the City Ordinance Board of Appeals which may include trash & debris removal (discarded furniture, mattresses, car parts, tree branch piles, loose trash, construction materials, leaves, papers, concrete, etc), lawn repairs, miscellaneous painting, repair and/or replacement of gutters & downspouts, fence repairs and painting, removal of driveway stains, landscape maintenance, tree & shrub trimming, pool removal area in need of restoration (backfill, grade, seed/sod, installation of safety cover), shed removal, siding repair and replacement, emergency repairs (typically securing fire-damaged homes), etc. This is not an exhaustive list of all nuisance abatement work. Actual work may be less or more and may involve work/costs not contemplated when this ITB was circulated.

For work requested that is not included in the bid pricing list (or is over $5,000 in value) the contractor shall submit prices to the City for review and approval, within 14 days of work order request (i.e. roof repairs and/or replacement). If the City determines that the pricing is not in line with other bid items the City reserves the right to request additional quotes. If the City requests additional quotes, the contractor shall submit a minimum of one (1) additional quote to the City with contact information for review and approval within 14 days of having been requested to do so. The lowest bid shall receive the work. If the City determines the pricing is still too high, or does not receive quotes within the time period stated above, the City may pursue another contractor to complete the work.

All documents required to conduct the abatement of a property must be picked up from the City Development Department within 24 hours of being notified. Properties are to be abated within 10 calendar days from the date of pick up. Unless a written extension is provided from the City Development Department, after 10 days the abatement work may be provided to another contractor and the difference in price will be charged against the original contractor. If the contractor determines that the amount of work provided is too much to be completed within 10 days, it is the contractor's responsibility to notify the City within 48 hours of picking up abatement information if they will not be able to complete all jobs within the 10-day period. The City will assign those jobs to the backup contractor at no cost to the prime contractor.

Before commencing work and after completion of the work, Contractor must contact the designated city inspector to arrange for inspection. Work will not be considered complete until approval is received.

After the job is completed the contractor must remove the OBA sign and return it to City of Sterling Heights City Development Department.

"Cost per Job Hour" pay item shall include all labor, time, equipment and materials needed by the Contractor necessary to complete the job to city standards.

All material pricing for Section I of the bid form should reflect the prices of the materials only. Section I requires separate pricing of man-hours worked, therefore that cost should not be figured into the cost of materials. This clarification applies only to Section I.

Roof Replacement – When nuisance abatement includes the replacement of a roof, the following specifications apply.

- Strip the entire existing roof and replace rotted or deteriorated roof sheathing.
    - Indicate on the bid form the number of sheets to be included in your bid.
    - Include on the bid form the cost for each additional sheet.
- Install roofing with 225 #25 year minimum, with self-sealing tabs.
- Install new flashing as required so that the roof does not leak.
- Remove and replace saddle on back of chimney.
- Apply new #15 felt paper and shingles to entire roof decking.
- Apply ice and snow shield as required by code.
- Provide flashing and ventilation.
- Replace any wet dilapidated ceiling/roof framing.
- Pull required roof permit.
- Ensure finished job shall present a uniform and balanced appearance.

Section II: Soil Erosion & Sedimentation Control Measures

On occasion contractors fail to install and/or maintain the temporary and permanent soil erosion and sedimentation control measures on residential and commercial properties. This section consists of, but is not limited to, the following type of work on an "as needed" basis:

- Installation and/or replacement of soil erosion geotextile inlet filters, catch basin filter bags, and inlet protection fencing.
- Installation and/or replacement of soil erosion silt fencing.
- Application of fertilizer, seed, and mulch blankets or class A sod.
- Installation and/or top dressing of gravel access drive.
- Street sweeping.
- Minor earth grading and leveling.
- Installation and/or replacement of sprinkler systems.

Each pay item in the contract shall include all labor, time, and material to be performed by the Contractor necessary to meet City standards.

Before any work begins, Contractor must submit to the Office of Engineering an approximate estimate of the amount of labor, type of equipment, amount and type of materials and completion date for each project. This estimate must be reviewed and approved by the Office of Engineering.

Upon completion of the work, Contractor must contact Scott A. Charron, Office of Engineering, at 586-446-2720 to arrange for inspection. Work will not be considered complete until approval is received from the Engineering Department.

Section III: Snow Removal

Snow removal services may be needed for specific residential and commercial properties within the City of Sterling Heights. The method of snow removal may be shoveling, blowing, brooming or plowing.

The areas to be cleared include only the public sidewalk unless instructed otherwise by the City Development Director or designee. All snow and ice must be removed so far as practicable and reasonable to allow the pedestrian use of such sidewalk. That means all public sidewalks shall be cleared of all snow from edge to edge and ice-melt applied so that sidewalks are clear to pavement. Pedestrians must be able to utilize the sidewalk and safely cross the street, therefore public sidewalk that has been buried at the intersection by public or private snow plows must all be cleared.

The typical procedure will be as follows: A city inspector will tag a property requiring snow removal from the public sidewalk, noting the date and time of the inspection. At the end of the day, a list of residences and businesses requiring this service will be made available to the Contractor.

The Contractor shall commence with snow removal operations upon notification from the City Development Director or designated employee and have the snow removed within 24 hours of the city inspection.

Contractor must provide all equipment necessary to perform snow removal. Contractors bid shall be per linear foot of public 5' wide sidewalk and be all-inclusive.

No equipment shall be left on any job site overnight.

Any licenses or permits that may be required to perform any of the work or provide any equipment anticipated by this request for bids shall be obtained by, maintained by and at the expense of the Contractor. Evidence of any required licenses or permits shall be provided to the City of Sterling Heights upon request. The Contractor shall pay for any fines or penalties levied by any governmental entity for conduct by the Contractor in connection with the work contemplated by this request for bids.

VII. BID FORM

Bids not conforming to these specifications will be rejected. It will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis. The undersigned, as bidder, declares that he has familiarized himself with the proposed work which he understands and agrees that he will contract with the City of Sterling Heights, to furnish labor, material, tools and equipment necessary to do all work specified for the price set forth in this bid.

It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid. Prices bid are to be firm from the date of award through March 31, 2018 with an optional one (1) year extension upon mutual agreement between the Contractor and 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 to do so. 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 reduce or eliminate this purchase without prior notice.

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: _____

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

Company_____

Address_____

City/State/Zip_____

Telephone/Fax_____

Representative/Title_____

Payment Terms_____

E-Mail Address/Website_____

Signature/Date_____

VII. BID FORM (CONT'D)

SECTION I	Year One Unit Cost	Year Two Unit Cost
Cost per Job Hour	$_____	$_____
Cost per yard disposal fee	$_____	$_____
Cost for application of Round Up	$_____	$_____
10 yard dumpster box, tip fee included	$_____	$_____
20 yard dumpster box, tip fee included	$_____	$_____
30 yard dumpster box, tip fee included	$_____	$_____
3 yard dump truck, per hour, tip fee included	$_____	$_____
5 yard dump truck, per hour, tip fee included	$_____	$_____
10 yard dump truck, per hour, tip fee included	$_____	$_____
Use of Skid Steer per hour	$_____	$_____
Topsoil 1-10 CYD	$_____	$_____
Topsoil 11-100 CYD	$_____	$_____
Application of Round Up	$_____	$_____
Cost to Remove Real Estate Sign with Concrete	$_____	$_____
Cost to Remove Real Estate Sign W/O Concrete	$_____	$_____

ROOF REPLACEMENT

Number of sheets included in bid _____

Additional Cost per sheet	$_____	$_____

Percentage of mark-up if outside contractor is used

_____%

SECTION II

Item Description	Estimated Quantity	Unit	Year One Unit Cost	Year Two Unit Cost
1. Soil Erosion Inlet Protection Fence	1 - 5	Ea.	$_____	$_____
2. Soil Erosion Inlet Protection Fence	6 - 50	Ea.	$_____	$_____

VII. BID FORM (CONT'D)

Item Description	Estimated Quantity	Unit	Year One Unit Cost	Year Two Unit Cost
3. Soil Erosion Geotextile Inlet Filter	1 - 10	Ea.	$_____	$_____
4. Soil Erosion Geotextile Inlet Filter	11 - 50	Ea.	$_____	$_____
5. Soil Erosion Silt Fence	1 - 100	L.F.	$_____	$_____
6. Soil Erosion Silt Fence	101 - 1000	L.F.	$_____	$_____
7. Soil Erosion Silt Fence	1001 - 5000	L.F.	$_____	$_____
8. Soil Erosion Control Blanket, Fertilizer & Seed	1 -100	SYD.	$_____	$_____
9. Soil Erosion Control Blanket, Fertilizer & Seed	101 - 1000	SYD.	$_____	$_____
10 Fertilizer, Seed & Mulch	1 - 100	SYD.	$_____	$_____
11 Fertilizer, Seed & Mulch	101 - 1000	SYD.	$_____	$_____
12 Fertilizer, Seed & Mulch	1001 - 5000	SYD.	$_____	$_____
13 Top Dressing of Soil Erosion Gravel Access Drive, 1"-3"	1 - 100	SYD.	$_____	$_____
14 Street Sweeping (Entire Width of Road)	1 - 1000	L.F.	$_____	$_____
15 Street Sweeping (Entire Width of Road)	1001 - 5000	L.F.	$_____	$_____
16 Minor Earth Grading and Leveling, 1"-6"	1 - 100	SYD.	$_____	$_____
17 Minor Earth Grading and Leveling, 1"-6"	101 - 1000	SYD.	$_____	$_____
18 6A Stone Filter	1 - 5	Ea.	$_____	$_____
19 Topsoil	1 - 10	CYD.	$_____	$_____

VII. BID FORM (CONT'D)

Item Description	Estimated Quantity	Unit	Year One Unit Cost	Year Two Unit Cost
20 Topsoil	11 - 100	CYD.	$_____	$_____
21 Sprinkler Repair, 3/4" Poly Pipe	1 - 10	L.F.	$_____	$_____
22 Sprinkler Repair, 1" Poly Pipe	1 - 10	L.F.	$_____	$_____
23 Sprinkler Rotary Head	1 - 5	Ea.	$_____	$_____
24 Sprinkler Spray Head	1 - 5	Ea.	$_____	$_____

* Total actual quantity per item will be paid for at the quantity range listed in the Contract and not pro-rated per item description.

SECTION III	Year One Unit Cost	Year Two Unit Cost
Removal of snow from 5' public sidewalk, per linear foot, all inclusive	$_____	$_____

Please note: The pricing for the optional one (1) year extension will be based on your unit prices bid for Year Two.

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

DELIVERED MAR 10 2016

City Clerk's Use
Item No: 2-F
Meeting: 03/15/16

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 8/99

Item Title: To award a bid for the purchase and planting of street trees at unit prices bid (Expected annual expenditure of $41,850 that is 100% reimbursed by property owners requesting street tree replacement).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

			Attachment		
	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:

When street trees require removal from the City right-of-way due to plant damage from storms, disease, or excessive growth, reforestation is encouraged. To assist with the reforestation effort, the City bids out the purchase and planting of street trees in front of residential homes. Property owners who wish to have a new or replacement street tree planted in the right-of-way adjacent to their residence select from a list of approved species. After the property owner has selected a species and made payment, the City's contractor proceeds to plant the street tree during the primary planting seasons of spring or fall.

Approximately 100-200 trees are planted in both the spring and fall planting seasons. All street trees are 2 to 2½ inches in trunk diameter with the roots balled and burlapped. A one-year warranty from the date of planting is given to the property owners.

On February 23, 2016, bids were received for the purchase and planting of street trees for the bid period of April 2016 thru December 2017. Recommendation is being made to award the bid to Marine City Nursery, the lowest bidder meeting all specifications. Marine City Nursery is the incumbent contractor and has delivered quality trees and planting services to the City.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for the purchase and planting of street trees to Marine City Nursery Company, 5304 Marine City Highway, China Township, MI 48054 for the period April 1, 2016 through December 31, 2017 at unit prices bid.

O:\ITB\DPW\Streets Division\Tree Purchase & Planting\2016\Agenda.docx

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

On February 23, 2016, bids were received for the purchase and planting of street trees in front of residential homes. Invitations to Bid were advertised on SHTV, posted to the MITN website, Facebook and Twitter, and published in the Sentry Newspaper. Five contractors responded with bids as outlined on the attached bid tabulation. It is estimated that approximately $41,850 will be expended annually for the purchase and planting of streets trees during the bid period of April 1, 2016 through December 31, 2017. Funding is available through 23700700 (Local Road Fund) 895000 (Tree and Shrub Maintenance). The cost of this program is 100% reimbursed by property owners that elect to have a street tree replanted in the right-of-way adjacent to their residence.

STAFF ANALYSIS AND FINDINGS:

Staff from the Office of Purchasing and Department of Public Works has thoroughly reviewed all the bids received. Marine City Nursery is the low bidder meeting all bid specifications and qualifications for purchase and planting of street trees. Marine City is also the incumbent contractor for this bid and has performed to the satisfaction of the DPW.

The tree quantities included in the bid specifications are for comparative purposes. The actual number and species of trees purchased and planted may differ depending on the number and type of tree requested by property owners for planting in the right-of-way.

In order to encourage residents to purchase trees for the fall 2016 planting, the DPW will provide a $50 discount for each tree chosen and paid for during May 2016. Please see the attached recommendation from the Department of Public Works for additional information.

Marine City Nursery will provide liability insurance, indemnification and a performance bond in favor of the City. All trees will have a one-year warranty from the date of planting.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Marine City Nursery Company
5304 Marine City Hwy
China Twp., MI 48054
Matthew Senger, Manager
msenger@marinecitynursery.com

CITY OF Sterling Heights
DPW

Interoffice Memorandum

Date: February 25, 2015

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – Purchase and Planting of Street Trees

---

The Department of Public Works has reviewed the bids received on February 23, 2016 for the purchase and planting of street trees in front of residential homes, a practice followed since 2005.

Our tree-planting program is performed twice a year, once in the spring and again in the fall. This program includes the commitment to our residents that a tree of their choice will be planted at the next available plant date following their payment. It is crucial to the continued success of this program that our contractor be able to meet this expectation.

The contractor will be responsible to plant trees during two separate planting seasons, with approximately 100-200 trees each season. The majority of trees planted are replacement trees located in the road right-of-way of the requesting homeowner. The street trees come with a one-year warranty by the contractor from the date of planting.

The Department of Public Works will discount its tree program in the month of May to encourage residents to purchase trees for the fall 2016 planting. A list of trees choices for planting in the public right-of-way will be available in May for a $50.00 discount per tree. Trees purchased in May will be planted following the first frost of the season, likely in the end of October or early November 2016.

After careful review and analysis of all bids, staff at the Department of Public Works recommends awarding to the following company as the lowest qualified bidder meeting all bid specifications:

Marine City Nursery Company
5304 Marine City Highway
China, MI 48054
Attn: Matthew Senger

Marine City Nursery is the incumbent for this contract and has performed the contact to the satisfaction of the Public Works staff. They have provided healthy, aesthetically pleasing, trees and planted them according to the developed specifications. All warranty issues have been completed swiftly and to the satisfaction of the Public Works staff.

This award is based on the purchase and planting price bid per tree, for a variety of 2"-2 ½" balled and bur-lapped trees:

	Marine City Nursery
Species	Cost / Tree
Amelanchier Canadensis - Serviceberry	$270.00
Amelanchier x Grandiflora - Autumn Brilliance Serviceberry	$285.00
Carpinus betulus 'Fastigiata' - European Hornbeam	$285.00
Carpinus caroliniana - Hornbeam	$285.00
Catalpa speciose - Northern Catalpa	$285.00
Cercis Canadensis - Red Bud	$285.00
Corylus colurna - Turkish Filbert	$285.00
Eucommia ulmoides - Hardy Rubber Tree	$285.00
Fagus grandifolia - American Beech	$285.00
Ginkgo biloba - Maidenhair Tree	$285.00
Gymnocladus dioicus - Kentucky Coffeetree	$270.00
Liriodendron - Tulip Tree	$285.00
Maackia amurensis - Amur Maackia	$300.00
Nyssa Sylvatica - Black Gum	$285.00
Puris callenryana - Aristocrat	$270.00
Syringa reticulate - Japanese Lilac	$285.00
Tilia cordata - Greenspire Linden	$270.00
Ulmus - Accolade	$270.00
Ulmus - Triumph	$270.00
Ulmus - Pioneer, Princeton	$270.00
Ulmus Americana - Jefferson Elm	$270.00
Ulmus Americana - Princeton Elm	$270.00
Ulmus hybrid - Frontier Elm	$270.00
Ulmus parvifolia - Allee Elm	$270.00

The amount budgeted for this contract is $41,850.00. The actual amount spent will depend entirely on the actual number of trees requested and planted. The City will be reimbursed by the requesting residents for the purchase and planting of these street trees. Funds for this contract, which begins from the date this contract is awarded until December 31, 2017, will be made available through the Local Roads, Tree & Shrub Maintenance account #23700700-895000.

C: Michael Moore, Public Works Director
Ken Swartz, Streets Services Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - FEBRUARY 23, 2016
ITB-SH16-012: PURCHASE AND PLANTING OF STREET TREES

		BACKER LANDSCAPING		CONTINUUM SERVICES		GREAT LAKES LANDSCAPING		KLM LANDSCAPE		MARINE CITY NURSERY	
Species	*Qty.*	*Unit*	*Total*	*Unit*	*Total*	*Unit*	*Total*	*Unit*	*Total*	*Unit*	*Total*
Serviceberry	10	$369.50	$3,695.00	$302.00	$3,020.00	$300.00	$3,000.00	$250.00	$2,500.00	$270.00	$2,700.00
Autumn Brilliance Serviceberry	5	419.00	2,095.00	295.00	1,475.00	300.00	1,500.00	265.00	1,325.00	285.00	1,425.00
European Hornbeam	5	425.00	2,125.00	337.00	1,685.00	275.00#	1,375.00*	290.00	1,450.00	285.00	1,425.00
American Hornbeam	10	372.50	3,725.00*	337.00	3,370.00	300.00	3,000.00*	295.00	2,950.00	285.00	2,850.00
Northern Catalpa	10	372.50	3,725.00*	285.00	2,850.00	275.00	2,750.00*	295.00	2,950.00	285.00	2,850.00
Red Bud	10	345.80	3,458.00	264.00	2,640.00	300.00	3,000.00*	290.00	2,900.00	285.00	2,850.00
Turkish Filbert	10	355.25	3,552.50	301.00	3,010.00	300.00^	3,000.00	350.00	3,500.00	285.00	2,850.00
Hardy Rubber Tree	5	368.75**	1,843.75	273.00	1,365.00	300.00	1,500.00	320.00	1,600.00	285.00	1,425.00
American Beech	5	463.25	2,316.25	283.00	1,415.00	300.00^	1,500.00	350.00	1,750.00	285.00	1,425.00
Maidenhair Tree	5	449.75**	2,248.75	276.00	1,380.00	300.00	1,500.00	365.00	1,825.00	285.00	1,425.00
Kentucky Coffeetree	5	370.10	1,850.50	285.00	1,425.00	285.00	1,425.00	310.00	1,550.00	270.00	1,350.00
Tulip Tree	5	389.00	1,945.00	279.00	1,395.00	300.00	1,500.00	290.00	1,450.00	285.00	1,425.00
Amur Maackia	5	291.80**	1,459.00	277.00	1,385.00*	300.00^	1,500.00	320.00	1,600.00	300.00	1,500.00
Black Gum	5	434.90**	2,174.50	342.00	1,710.00	300.00	1,500.00	330.00	1,650.00	285.00	1,425.00
Aristocrat	5	368.75**	1,843.75	284.00	1,420.00	250.00	1,250.00*	310.00	1,550.00	270.00	1,350.00
Japanese Lilac	5	397.10^	1,985.50	306.00	1,530.00	290.00	1,450.00	330.00	1,650.00	285.00	1,425.00
Greenspire Linden	5	376.85	1,884.25	279.00	1,395.00*	290.00	1,450.00	330.00	1,650.00	270.00	1,350.00
Accolade	10	352.55**	3,525.50	283.00	2,830.00	450.00	4,500.00	290.00	2,900.00	270.00	2,700.00
Triumph	5	352.55**	1,762.75	283.00	1,415.00	300.00	1,500.00	295.00	1,475.00	270.00	1,350.00
Pioneer Princeton	5	352.55**	1,762.75	283.00	1,415.00	400.00	2,000.00	270.00	1,350.00	270.00	1,350.00
Jefferson Elm	5	314.75^	1,573.75	283.00	1,415.00	400.00	2,000.00	320.00	1,600.00	270.00	1,350.00
Princeton Elm	5	352.55	1,762.75	283.00	1,415.00	300.00	1,500.00	280.00	1,400.00	270.00	1,350.00
Frontier Elm	5	352.55**	1,762.75	283.00	1,415.00	300.00	1,500.00	320.00	1,600.00	270.00	1,350.00
Allee Elm	5	352.55**	1,762.75	305.00	1,525.00	300.00^	1,500.00	295.00	1,475.00	270.00	1,350.00
TOTAL:			***$55,839.75****		***$43,900.00***		***$46,700.00****		***$45,650.00***		***$41,850.00***
		NOTE: Additional charge of $2,275.00 for mulch									

** Purchasing Adjusted*
*** subject to availability*
^ Offered Substitute
 # 1¾"

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

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City Council

Mayor	Michael C. Taylor
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Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

City Manager Mark D. Vanderpool

****

INVITATION TO BID

ITB-SH16-012

The City of Sterling Heights, Michigan is accepting sealed bids for the PURCHASE AND PLANTING OF STREET TREES until TUESDAY, FEBRUARY 23, 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
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

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

VII. SPECIFICATIONS

Trees

Any deviation from specifications listed must be clearly stated and described.

Trees must be in accordance with the bid proposal and meet the specification of the American Standard for Nursery Stock.

All trees shall have well developed branch systems and must be uniformly branched with reasonably straight stems.

All trees shall be in a live and healthy condition, free from dead branches, blemishes, scars, decayed spots, frost cracks, disfiguring knots, bruises, broken bark, and mutilation of any nature.

Each tree must be securely tagged showing species, (including tree's common name) and name of company.

All trees will be warrantied for a **minimum of one (1) year** from date of planting.

All quantities indicated in the proposal are estimated and may vary during the course of the Contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder.

The City anticipates a purchase of a minimum of 100 trees per year from the nursery.

The facilities, trees in stock, and premises of the nursery may be inspected by the City to determine the ability of the nursery to fulfill the contract, before the contract is awarded.

"MISS DIG"

The Contractor shall be responsible to notify all utility companies and involved agencies prior to tree planting. **Call "MISS DIG" 72 hours prior to tree planting.** The Contractor is responsible for all damages to utilities.

Where utilities are encountered along the line of work, the Contractor shall perform his work in such a manner that the utility service will not be interrupted and shall make all temporary provisions to maintain said service.

Planting Locations

Trees will be planted within the Right-of-Way of City streets. The City will provide a planting list with addresses of the homes in which a tree is to be planted. The majority of trees being planted are replacement trees. Many of these trees will be planted in the same hole where the previous trees have been removed and stump ground. Those trees that are not planted in the previous tree location will be centered on the house or a location

designated by the City. The planting Contractor will be responsible for the removal of any remaining roots that may interfere with the planting of the new tree.

Estimate of Quantities

The quantities listed in these specifications are estimates and approximate only, and such quantities are subject to increase or decrease. Should it be for the best interest of the City to do so, the City reserves and shall have the right to increase or decrease the quantities of trees to be planted and to make changes in the plans and specifications that may increase or decrease the quantities of work.

Plant Material

Plants shall be properly protected and handled during transportation to ensure satisfactory condition at destination point. The entire load shall be properly covered while in transit for protection from drying winds.

Trunks and branches of all trees shall be carefully protected from injury of any kind during transportation and planting.

Pruning

All pruning shall be performed on the job site by a competent plants man. All broken branches shall be removed in an approved manner providing a clean cut.

All other pruning shall be done under the direction of the City of Sterling Heights.

Soil Preparation and Planting

Planting holes shall be a minimum of 8" larger than the spread of roots on all balled plants and at a depth of the root ball.

The top one-half of burlap shall be removed and disposed of off-site. All nylon cord, wire ties, or plastic type ropes shall be removed from the trunks to prevent future girdling.

Contractor is responsible for the proper alignment and settling of all plants in accordance with ANSI A300 part 6.

Contractor shall mulch around the planting hole with 4 inches of organic mulch, located at least 4 inches from the trunk flare.

Watering

All plants shall be thoroughly watered in by the Contractor immediately after planting.

Existing Conditions

Any damage to lawns, plants, or existing structures resulting from the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the City of Sterling Heights at no additional cost to the Owner, and must be completed prior to final payment.

VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that these trees will be furnished and delivered for the prices set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION**, that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, **the prices will remain firm until December 31, 2017**. 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 reduce or eliminate this purchase without prior notice.

The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City to do so. Bids not conforming to these specifications will be rejected and it will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

Bid Grand Total: $_____

Guaranteed warranty (minimum one year): _____

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: _____

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_____

E-Mail Address/Website_____

Terms_____

Signature/Date_____

VIII. BID FORM (CONT'D)

Species	Indicate Varieties if not specified and/or additional information (1)	Approx Qty (2)	Price Each 2" – 2½"	Total Price
1) *Amelanchier canadensis* Serviceberry	_____	10	$_____	$_____
2) *Amelanchier x Grandiflora* Autumn Brilliance Serviceberry	_____	5	$_____	$_____
3) *Carpinus betulus* 'Fastigiata' European Hornbeam	_____	5	$_____	$_____
4) *Carpinus caroliniana* American Hornbeam	_____	10	$_____	$_____
5) *Catalpa speciosa* Northern Catalpa	_____	10	$_____	$_____
6) *Cercis canadensis* Red Bud	_____	10	$_____	$_____
7) *Corylus colurna* Turkish Filbert	_____	10	$_____	$_____
8) *Eucommia ulmoides* Hardy Rubber Tree	_____	5	$_____	$_____
9) *Fagus grandifolia* American Beech	_____	5	$_____	$_____
10) *Ginkgo biloba* Maidenhair Tree	_____	5	$_____	$_____
11) *Gymnocladus dioicus* Kentucky Coffeetree	_____	5	$_____	$_____
12) *Liriodendron* Tulip Tree	_____	5	$_____	$_____
13) *Maackia amurensis* Amur Maackia	_____	5	$_____	$_____

VIII. BID FORM (CONT'D)

Species	Indicate Varieties if not specified and/or additional information (1)	Approx Qty (2)	Price Each 2" – 2½"	Total Price
14) *Nyssa Sylvatica* Black Gum	_____	5	$_____	$_____
15) *Puris callenryana* Aristocrat	_____	5	$_____	$_____
16) *Syringa reticulata* Japanese Lilac	_____	5	$_____	$_____
17) *Tilia cordata* Greenspire Linden	_____	5	$_____	$_____
18) *Ulmus* Accolade	_____	10	$_____	$_____
19) *Ulmus* Triumph	_____	5	$_____	$_____
20) *Ulmus* Pioneer, Princeton	_____	5	$_____	$_____
21) *Ulmus americana* Jefferson Elm	_____	5	$_____	$_____
22) *Ulmus americana* Princeton Elm	_____	5	$_____	$_____
23) *Ulmus hybrid* Frontier Elm	_____	5	$_____	$_____
24) *Ulmus parvifolia* Allee Elm	_____	5	$_____	$_____

BID GRAND TOTAL: $_____

(1) Any deviation from requested tree species must be clearly stated.

(2) All quantities are approximate – for bidding purposes only.

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

DELIVERED MAR 10 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-G
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for a trench box (Total expense of $12,119.25).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

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

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

Executive Summary:

- The Sterling Heights Department of Public Works (DPW) is requesting approval for the purchase of a trench box. This piece of safety equipment will be primarily used by personnel of the DPW Sewer Division during public utility repairs and other sub-grade operations to protect workers from soil cave-ins during trenching and excavation.

- Use of a trench box is mandated by OSHA, Section 29, for excavations exceeding five (5) feet in depth. The invitation to bid (ITB) specified a modular system, thereby providing the DPW with the flexibility to address multiple trench box configurations. The DPW does not currently own a trench box and must rent one when needed.

- On February 23, 2016, three vendors responded to the City's ITB. One of the three bids was deemed non-responsive to the ITB. Recommendation is being made to award the bid to Efficiency Production, Inc., the lowest bidder meeting the specifications of the ITB.

- The DPW has previously rented the build-a-box modular trench box from Efficiency Production and found this model to be superior and the vendor to be reliable.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for a trench box to Efficiency Production, Inc., 685 Hull Road, Mason, MI 48854 in the amount of $12,119.25.

O:\ITB\DPW\Sewer Division\Trench Box\2016\RE-BID\Agenda.docx

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

The Department of Public Works (DPW) is requesting approval for the purchase of a trench box. Invitations to Bid were advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper. Three (3) bids were submitted (one of which was non-responsive) as outlined in the attached bid tabulation.

Funds in the amount of $12,000 are currently appropriated in the fiscal year 2015/16 Water & Sewer budget in 59958558 (DPW Sewer Collection) 982000 (Machinery & Equipment). Savings from other purchases in this account will provide funding for the $112.25 balance.

STAFF ANALYSIS AND FINDINGS:

The DPW Sewer Division is charged with repairing public utilities located underground following excavation of the site. These utility repairs present a safety risk for DPW personnel who must enter into and work in the below-grade environment. Cave-ins can occur when the earthen trench walls are composed of unstable soils. To mitigate this risk, OSHA rules require the use of trench box when working in a below grade environment greater than five (5) feet deep A trench box is a steel or aluminum structure constructed with sidewalls and held apart by steel or aluminum spreaders. The trench box is lowered into the excavated area to protect those employees working on the repair from a cave in.

Presently, the DPW rents a trench box when its personnel are required to work more than five feet below grade. The DPW must delay repairs when a trench box is needed if the rental company is closed (i.e., weekends, after business hours). The purchase of a trench box will allow DPW personnel to respond to emergencies requiring below grade repairs irrespective of the day or time.

Specifications were developed by the DPW staff for the purchase of a trench box. The specifications required five (5) aluminum sidewalls of various lengths and four (4) adjustable steel spreaders. This modular approach provides the DPW with the greatest level of flexibility to accommodate any trench box configuration. The trench box will be hand assembled on location to fit the hole excavated for a specific utility repair.

Personnel from the Office of Purchasing and DPW reviewed the bids received and are recommending an award to Efficiency Production, Inc. for the purchase of the Build-a-Box modular trench box at the bid amount of $12,119.25. DPW staff has previously rented this model from Efficiency Production and found the product and vendor service to be superior.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Efficiency Production, Inc.
685 Hull Road
Mason, MI 48854
Jim Hamilton, Sales & Rental Manager
jhamilton@efficiencyproduction.com

CITY OF Sterling Heights

Interoffice Memorandum

Date: January 28, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – Trench Box

The DPW staff reviewed the bids received on February 23, 2016 for one (1) Trench Box. A trench box is utilized to protect workers from soil cave-ins during trenching and excavation operations. OSHA standards require the use of protective systems in trenches or excavations that are 5 feet or deeper. The Department of Public Works will utilize this equipment to maintain the safety of Public Works staff during public utility repairs and other operations. After researching and reviewing all bids and supporting documents, the Department of Public Works recommends the purchase of one (1) Trench Box be awarded to:

Efficiency Production Incorporated
685 Hull Road
Mason, MI 48854
Attn: Jim Hamilton

Efficiency Production's trench box system is modular and will have the ability to be constructed at the jobsite into multiple configurations. This allows Public Works staff to construct the trench box required for each unique excavation. Staff will also have the ability to utilize existing vehicles and equipment to transport and construct this trench box system.

Efficiency Production's trench box system met all the specifications required. The Department of Public Works has previously rented this trench box system from Efficiency Production with great success and was impressed with its durability and ease of use.

The total purchase price of this equipment is $12,119.25, with the funds budgeted in the Sewer Collection – Equipment account #59958558-982000.

C: Michael Moore, Public Works Director
John Orzel, Sewer Division Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - FEBRUARY 23, 2016
ITB-SH16-010: ONE (1) TRENCH BOX

	Efficiency Production	***USA BlueBook***
Net Bid:	**$12,119.25**	**$29,247.90**
Brand / Model:	Build-a-Box System	TuffGuy Shorlite System
Warranty:	1 year manufacture's warranty on all parts	1 year
Delivery/installation time after receipt of PO:	2 weeks	4-5 weeks ARO
Specification met:	15/15	7/15

NOTE: Non-responsive bid received from Pro-Tec Equipment.

CITY OF Sterling Heights
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City Council

Mayor	Michael C. Taylor
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Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

City Manager Mark D. Vanderpool

****

INVITATION TO BID

ITB-SH16-015

The City of Sterling Heights, Michigan is accepting sealed bids for ONE (1) TRENCH BOX until TUESDAY, FEBRUARY 23, 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
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

Official bid specifications are available at www.mitn.info.

V. SPECIFICATIONS

General Description

Trench Box – Build-a-Box system with the ability to be hand assembled, as needed, at worksites. All connections shall be pinned with no bolted connections.

Trench Sidewalls – (2) 6'H x 8'L, (2) 6'H x 12'L, & (1) 6'H x 6'L

Posts and Spreaders – (4) Corner End Posts, (4) Adjustable Steel Spreaders & all hardware.

Minimum Specification or Approved Equal

Identify whether you meet or take exception to each specification. Bids for equipment that meets or exceeds these specifications through a different manufacturer will be considered an approved equal. This form must be completed and all manufacturer spec sheets must be returned with your bid.

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

Trench Shield — **Meets Specifications?**

1. Trench Shield-Aluminum Trench Shield	Yes	No	Explain Deviations
1.01 Aluminum- All Aluminum used shall be Aluminum Association 6061-T6 Aluminum Alloy.	___	___	_____
1.02 Sidewalls- Sidewalls shall be 2-3/4 inches wide. Sidewall panels shall be 24 inches high and shall be tongue and grooved for self-alignment. The sidewalls shall have smooth interior and exterior skins. Sidewalls shall be foam filled.	___	___	_____
1.03 (2) 6'H x 8'L- Two (2) Aluminum Trench Sidewalls composed of (6) 2'H x 8'L sections, 3" double wall, rated to 24' IN C-60 soil. No knife-edge with B-A-B end channels. Standard rails with standard holes.	___	___	_____
1.04 (2) 6'H x 12'L- Two (2) Aluminum Trench Sidewalls composed of (6) 2'H x 12'L sections, rated to 14' IN C-60 Soil. No knife-edge with B-A-B end channels. Standard rails with standard holes.	___	___	_____

1.05 (1) 6'H x 6'L- One (1) Aluminum Trench Sidewall composed of (3) 2'H x 6'L sections, 3" double wall, rated to 24' IN C-60 soil. No knife-edge with B-A-B end channels. Standard rails with standard holes. ___ ___ _____

Posts and Spreaders — **Meets Specifications?**

1. Posts	Yes	No	Explain Deviations
1.01 Corner End Post Configuration- Unit shall have corner end posts, tee posts or 4-way posts to accommodate adjustable struts, fixed struts or end panels for 2, 3, or 4 sided configurations without the need of additional hardware or components.	___	___	_____
1.02 Corner Post Specifications- Corner posts shall be 6" x 6" overall 6061-T6 Aluminum Alloy extrusions. Three-sided tee posts shall be approximately 8" x 6" overall 6061-T6 Aluminum Alloy extrusions. The post shall be a one piece extrusion with channels ninety degrees apart from each other and connected to a tube. The thickness shall be ¼" minimum. Pin holes shall be 5/8" diameter with patterns on 8" centers. The corner post assembly shall include 4 pins with keepers per foot of post. All posts shall accept either panels or struts.	___	___	_____
1.03 Corner End Post- Four (4) 6' Build-a-Box Corner End Posts, includes (24) pins and keepers.	___	___	_____

2. Spreaders	Yes	No	Explain Deviations
2.01 Steel Spreader- Four (4) adjustable steel spreaders for Build-a- Box, single working range 48" – 72", includes pins and keepers.	___	___	_____

Accessories — **Meets Specifications?**

1. Accessories	Yes	No	Explain Deviations
1.01 Nylon Web Sling- One (1) 6' Nylon Web Ling, 4 legged. Lifting capacity: 6,000 LBS. @ 60 Degrees.	___	___	_____
1.02 Lifting Lugs- The unit shall be equipped with 4 heavy duty pin-in-place lifting lugs. Each lifting lug shall be rated to 3.3 tons.	___	___	_____

1.03 Future Options- The system shall be capable of adding various options in the future, such as: high clearance arch system, splice kit to connect panels length wise, and/or guard rails.	___	___	_____

Guarantee and Warranty — **Meets Specifications?**

1. Guarantee	Yes	No	Explain Deviations
1.01 Designed and Certified- All components and configurations shall be designed and certified by a registered professional engineer.	___	___	_____
1.02 Registered- Registered professional engineer stamped manufacturer's tabulated data, showing safe working depths will be included with order.	___	___	_____

2. Warranty	Yes	No	Explain Deviations
2.01 Warranty- One (1) year manufacturer's warranty on all parts.	___	___	_____

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

VI. BID FORM

The undersigned hereby declares that the bidder has carefully examined the instructions and specifications and will furnish **ONE (1) TRENCH BOX** for the price set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid. The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City to do so. It will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

BID TOTAL $_____

Warranty_____

Delivery/installation time after receipt of PO_____

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:_____

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_____

E-Mail Address/Website_____

Terms_____

Signature/Date_____

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

DELIVERED MAR 1 0 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-H
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for operable partition walls for the Sterling Heights Senior Center (Total expenditure of $38,080 - 100% funded through Community Development Block Grant funds).

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:

- On February 9, 2016, a sole bid was received for the purchase and installation of operable partition walls at the Sterling Heights Senior Center. The new partition walls will replace four of the five existing partitions installed when the Senior Center opened in 1997. The partition walls proposed to be replaced are located in the original section of the Senior Center.

- Partition walls are essential to the operations of the Senior Center as they allow the Parks & Rec staff to create up to six functional spaces by subdividing the two large multi-purpose rooms. The smaller spaces are used for a variety of uses, including training and senior classes.

- The current operable partition walls have been used on a daily basis for nearly 19 years. As a result, the alignment and locking mechanisms inside the walls are worn to the extent they no longer work as intended. The operable partition walls lack lateral stability and no longer provide a sound barrier between rooms. They have proven to be difficult to move and are requiring increased frequency of repairs and maintenance due to age, wear and tear.

- The sole bid received was reviewed by the Parks & Recreation Department and the Office of Purchasing. Recommendation is being made to award the bid to National Business Supply, d/b/a NBS Commercial Interiors, the sole bidder meeting all specifications.

- The new operable partition walls are under warranty for a period of two years.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for operable partition walls for the Sterling Heights Senior Center, rooms 2 and 3 (primary) and rooms 5 and 6 (optional), to National Business Supply, d/b/a NBS Commercial Interiors, 1332 Anderson Road, Clawson, MI 48017, at a cumulative cost of $38,080.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

The Office of Purchasing developed and issued an Invitation to Bid (ITB) for operable partition walls and suspension system to be installed at the Senior Center. The ITB was advertised on SHTV, posted to the MITN website, Facebook and Twitter, and published in the Sentry newspaper.

Subsequent to the ITB being issued, the City procured a structural engineering report that concluded that the existing structural support system was adequate for the new operable partition walls. An addendum to the ITB was issued on February 18, 2016 advising bidders that it would not be necessary to bid on the furnishing and installation of a new support system.

On February 23, 2016, one vendor responded to the ITB with a bid.

Funds in the amount of $30,000 have been appropriated in the fiscal year 2015/16 budget in 28700700 (Community Development Block Grant (CDBG) Fund) 975000 (Buildings & Improvements). The $8,080 difference between the sole bid amount of $38,080 and the $30,000 budgeted for this purchase will be covered by surplus funds ($9,131) available in the CDBG Fund realized from savings on the carpet installation bid at the Senior Center in October 2015.

STAFF ANALYSIS AND FINDINGS:

The Sterling Heights Senior Center has two large multi-purpose rooms that are capable of being sub-divided into smaller activity rooms through the use of operable partition walls. The Senior Center has a total of five operable partition walls, four of which are used on a daily basis to provide appropriately sized rooms for training and senior classes. The fifth operable partition wall is seldom used.

The Senior Center was constructed and opened in 1997 and the operable partition walls installed at that time remain in use today. The existing partition walls are nearly 19 years old and in need of replacement. The internal alignment and locking mechanisms are failing at an increasing rate requiring increased repair and maintenance. The original partition walls no longer provide a sound barrier between adjoining space and lack optimal lateral stability.

Specifications were developed and included the purchase and installation of two (2) operable

partition walls as well as the replacement of wall suspension track system at the Senior Center. Optional pricing was requested for the remaining three operable walls in the Senior Center as well as an operable partition wall at the Recreation Center. Specifications also called for the removal and disposal of the old partitions.

During the pre-bid meeting, it was determined that a structural engineer should review the existing support system to evaluate whether or not the existing structure is adequate to support the proposed replacement partition walls. The structural engineer inspected the track/support system and provided a report indicating that the existing track and suspension system are in good shape and do not need to be modified or replaced.

Personnel from the Parks & Recreation Department and Office of Purchasing reviewed the sole bid received from National Business Supply, d/b/a NBS Commercial Interiors, and recommend an award as follows:

Primary Bid	Price
Senior Center Rooms 2 and 3	$25,270
Optional Bids	
Senior Center Rooms 5 and 6	12,810
	$38,080

National Business Supply is proposing to install the Moderco Signature 8000 partition wall, which the Parks and Recreation Department has utilized at the Rec Center with very good results.

NBS has previously completed work of this nature in 2009 when they replaced two operable partition walls at the Recreation Center. City personnel have found them to be a reliable vendor with excellent service and delivery.

This project is funded through the a Federal Aid Project through the Community Development Block Grant program and as such requires compliance with the Davis-Bacon Act, the Equal Employment Opportunity Act, Title 18 USC Section 874 known as the "Anti-Kickback Act, and the Federal Occupational Safety and Health Act.

STAFF RECOMMENDATION:

Please see the Suggested Action on the accompanying Agenda Statement.

Notification list:

NBS Commercial Interiors
2595 Bellingham
Troy, MI 48083
Marc Schriber, Project Director
mschriber@yourNBS.com

CITY OF Sterling Heights

Interoffice Memorandum

Date: February 26, 2006

To: Jim Buhlinger, Purchasing Manager

From: Kyle Langlois, Parks and Recreation Director

Subject: Operable Partition Recommendation

The Parks and Recreation Department is in receipt of the lone bid for the replacement of operable partitions at the Senior Center, and recommend awarding the bid to National Business Supply in the amount of $38,080. Funds are available from the Community Development Block Grant and were approved by City Council in the current fiscal year budget. This purchase will replace four of the five possible Senior Center partitions that were included in the bid specifications. The fifth wall is seldom used, if ever and is not a priority at this time.

The current operable partitions are located in the original section of the Senior Center and are almost nineteen years old. These walls are imperative to our operations because they afford our department the flexibility to use our multipurpose rooms for a variety of programs and events. The partitions allow our department to use two large spaces in a variety of configurations which can create up to 6 different spaces. Over the years, the current partitions have been used daily and have now broken down to a point that some of them cannot be used properly, lack stability, and do not provide the sound barrier that is required to operate multiple programs at one time.

The lone bidder, National Business Supply, is a conglomerate of different businesses that specialize in various construction trades. The commercial interior sector of this organization is a company that has done work in City buildings before with success. Most recently, the company which was formerly known as Interior Partnership Group, replaced two walls at the Recreation Center in 2009. Those walls are Moderco brand like what was bid, function the same as they did seven years ago, and are still in great condition. In addition to Moderco being a reputable brand of walls, the walls specified will provide an increased level of sound barrier from what is currently in place.

In closing, I would like to again recommend that the bid for four operable partitions in the amount of $38,080 be awarded to National Business Supply. Please contact me at extension 2705 if you have any questions or require additional information.

Thank you.

Cc: Teresa Jarzab, HUD Coordinator
Mark DiSanto, Recreation Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - FEBRUARY 23, 2016
ITB-SH16-011: OPERABLE PARTITION WALLS AND SUSPENSION SYSTEM

NBS Commercial Interiors

Primary Bid:

Senior Center Room 2 Senior Center Room 3	
Bid Grand Total:	**$25,270.00**
Expected Installation:	4-6 weeks
Product Brand Name:	Moderco Signature 8000

Optional Bids:

Senior Center Room 1	$9,198.00
Senior Center Room 5	$6,405.00*
Senior Center Room 6	$6,405.00*
Recreation Center Room 5	$17,135.00**
Expected Installation:	4-6 weeks
Product Brand Name:	Moderco Signature 8000

* Individual room bid assumes Rooms 5 & 6 are to be completed simultaneously (freight cost).

** Optional bid reflects complete replacment of existing track as well as panels. If track can be reused, bid will be reduced to $10,223 for wall partition panel replacement only.

CITY OF Sterling Heights
InnovatingLiving

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

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 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

ADDENDUM #1

POSTED: FEBRUARY 18, 2016

BID: **ITB-SH16-011: OPERABLE PARTITION WALLS AND SUSPENSION SYSTEM**

DUE DATE: TUESDAY, FEBRUARY 23, 2016 AT 2:30 P.M.

ADDENDUM #1

During the pre-bid meeting, it was discussed that the ITB specifications required the bidder to "*Provide structural engineering review to determine support system for new operable partition walls*". The determination was made to have the City provide that engineering review and share the results as an addendum.

That engineering review has been completed and the structural engineer has determined that the existing support system is sufficient to support the walls specified within the solicitation. As such, there is no need to *"provide and install required structural support"* per the specifications.

The engineering report is attached.

For further assistance, please contact me at (586) 446-2741.

James Buhlinger
Purchasing Manager

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

Name _____ Company _____

Official bid specifications are available at www.mitn.info, or call the Office of Purchasing at 586-446-2740.

Unified
Investigations & Sciences, Inc.

33955 Harper Avenue
Clinton Township, MI 48035
586-868-0220

ENGINEERING REPORT

February18, 2016

PREPARED FOR:	City of Sterling Heights P.O. Box 8009 Sterling Heights, MI 48311
ATTENTION:	James Buhlinger jbuhlinger@sterling-heights.net
CLIENT:	City of Sterling Heights
BUILDING:	Sterling Heights Senior Center
LOCATION:	40200 Utica Rd. Sterling Heights, MI 48311
UNIFIED FILE NUMBER:	MI011604429

STATE OF MICHIGAN
STEPHEN R. TERNULLO
NO. 32880
LICENSED PROFESSIONAL ENGINEER

Stephen R. Ternullo, P.E.

License #: 32880
Date: February 18, 2016
License Expiration: October 31, 2016

I hereby certify that this engineering document was prepared by me and that I am a duly Licensed Professional Engineer under the laws of Michigan. This seal covers pages 1 through 4 and attachments.

ASSIGNMENT

The assignment was received by Unified Investigations & Sciences, Inc. (Unified) on February 12, 2016 from Mr. Kyle Langlois, Parks & Recreation Manger, for the City of Sterling Heights. Work commenced on this assignment on February 17, 2016. The instructions were to evaluate the existing structural framing supporting folding partition walls and determine if it is adequate to support the proposed replacement folding partition walls. Further, if the existing structure is determined to not be sufficient, provide structural engineering services as required.

SUMMARY

The original construction documents for the building describe the existing folding partition walls as weighing approximately 9 pounds per square foot. The replacement walls are anticipated to weigh approximately 9 pounds per square foot. The original construction documents indicate provisions for the support of the folding partition walls at the Multipurpose Rooms.

No indications that the existing structural framing is not adequate to support the existing folding partition walls was observed, therefore, it is reasonable to deduce that the existing structural framing is adequate to support the intended replacement folding partition walls.

BACKGROUND

For the purpose of this report, the front of the building will be considered to face west towards Utica Road. Existing folding partition walls believed to be installed as part of the original construction of the building are being considered to be replaced. Folding partition walls currently exist in Multipurpose Rooms 1, 2, 3 & 4 and Activity Rooms 5, 6 & 7.

The bid documents specify the replacement folding partition walls are to be manufactured by Moderco Partitions and be model 8600.

PROCEDURES

The investigation included a site visit to visually inspect exposed conditions. We were provided an opportunity to review the original construction drawings for the building that were prepared by Hobbs & Black Architects dated April 9, 1997 and the accompanying Construction Specification Documents. No destructive testing or removal of finishes was performed.

ANALYSIS

Multipurpose Rooms 1, 2, 3 & 4

A review of the original construction documents' Structural Roof Framing Plan indicates additional roof trusses parallel with the folding partition walls orientated in the east-west direction. A small area of gypsum was previously removed to provide an inspection point at one

location, where a (4) ply wood roof truss oriented in the east-west direction was observed directly above the folding partition wall that separates Multipurpose Rooms 1 & 2 from Multipurpose Room 3. There is no reason to suspect that a similar condition does not exist above the folding partition wall that separates Multipurpose Rooms 3 & 4.

The north-south orientated partition wall separating Multipurpose Rooms 1 & 2 is orientated perpendicular to the wood roof trusses in this area. The roof trusses are spaced at 24" on center and the original construction documents' Structural Roof Framing Plan indicates that the roof trusses in this area should be designed to support the weight of the folding partition wall.

During our review of the original construction Specifications, it was found that Section 10652 specifies that the folding partition walls are anticipated to weigh *"Approximately 9 lbs. per square foot"*.

The proposed replacement walls are specified to be Moderco Partitions model 8600. The manufacture's literature describes the panels as having a weight of 9 pounds per square foot plus or minus 1 pound per square foot.

The replacement folding partition walls will weigh very close to the existing folding partition walls and what the original construction documents specified and indicated that the roof framing should be able to support. Therefore, it is reasonable to deduce that the roof framing above the folding partition walls in the Multipurpose Rooms 1, 2, 3 & 4 is adequate to support the intended replacement folding partition walls.

Minor amounts of distress to the gypsum ceiling area adjacent to the folding partition wall separating Multipurpose Rooms 3 & 4 was observed. This distress is believed to be the result of normal anticipated deflection of the roof framing. We recommend repairs be completed with the folding partition wall in the extended position.

Activity Rooms 5, 6 & 7

A review of the original construction documents' Structural Roof Framing Plan indicates roof trusses parallel with the folding partition walls orientated in the east-west direction. There is no indication on the Structural Roof Framing Plan that indicates the roof trusses in this area were to be designed to support the added load of the folding partition walls.

The roof framing above the folding partition walls is covered with gypsum and therefore not exposed. A visual inspection of the gypsum in the area of the folding partition walls separating Activity Rooms 5, 6 & 7 did not reveal any distress associated with excessive deflection that would indicate a Structural Deficiency issue.

The replacement folding partition walls will weigh very close to the existing folding partition walls, therefore, it is reasonable to deduce that the roof framing above the folding partition walls in the Activity Rooms 5, 6 & 7 is adequate to support the intended replacement folding partition walls.

Along the south side of folding partition walls supporting track between Activity Rooms 6 & 7, a slight gap exists between the gypsum and the aluminum track. The track did not appear to be loose. We suspect the gap is a result of shrinking of construction materials including caulking, or slight warping of wood framing. We recommend that when the folding partition walls are removed, the connection of the track to the framing above be verified that it is sufficient by the wall replacing contractor.

CONCLUSIONS

It is my professional opinion that:

1. The as constructed roof framing is structurally adequate to support the proposed Moderco Partitions model 8600 replacement folding partition walls in Multipurpose Rooms 1, 2, 3 & 4 and Activity Rooms 5, 6 & 7.List conclusions

RECOMMENDED WORK TO BE PERFORMED

No additional work by Unified Investigations & Sciences is recommended at this time.

LIMITATIONS

Our services were performed in the manner defined in the Assignment and Procedures sections of this report. The opinions contained within this report were limited to the circumstances associated with this investigatoin, and are based on the expert's education, experience, and training. Should additional information and/or condition become known, the author reserves the right to supplement the report as necessary. Any re-use of this report or the findings, conclusions, or recommendations presented herein without the express permission of Unified is prohibited.

If you have any questions or require additional information, please do not hesitate to contact me at *586-782-9284 (office)* or *sternullo@uis-usa.com.*

CITY OF Sterling Heights
InnovatingLiving

Richard J. Notte Sterling Heights City Center
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Sterling Heights, MI | 48311-8009

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facebook.com/cityofsterlingheights | twitter.com/sterling_hts

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

****

INVITATION TO BID

ITB-SH16-011

The City of Sterling Heights, Michigan is accepting sealed bids for OPERABLE PARTITION WALLS AND SUSPENSION SYSTEM until TUESDAY, FEBRUARY 23, 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 THURSDAY, FEBRUARY 11, 2016 at 10:00 A.M. at the Senior Center, 40200 Utica Road, Sterling Heights, Michigan 48313.

James Buhlinger
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

Official bid specifications are available at www.mitn.info.

NOTICE TO BIDDER

This is a Federal Aid Project through the Community Development Block Grant. The Davis-Bacon Act is applicable and requires the Secretary of Labor to determine the minimum wage rates to be paid by the contractor and subcontractors, which rates will be given in detail in the specifications. The Contractor must comply with the Davis Bacon Act, July 2, 1964, (Title 40s 276A), The Equal Employment Opportunity Act, September 28, 1965, No. 11246, as amended by 11375, all United States Department of Labor Regulations and Standards, Title 29, 1, 3 and 5, and Title 18 U.S.C. Section 874 known as "Anti-Kickback Act," Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and the Federal Occupational Safety and Health Act of 1970.

Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Proposals submitted by Contractor who have been debarred, suspended, or made ineligible by any federal agency will be rejected.

The Contractor is encouraged to use W/MBE subcontractors on this federally funded project, if feasible.

VIII. SPECIFICATIONS

CONTRACTOR REQUIREMENTS –
Remove and dispose of two (2) existing operable partition walls and suspension systems at the Sterling Heights Senior Center.

Provide structural engineering review to determine support system required for new operable partition walls.

Provide and install required structural support for new operable partition wall as specified by the structural engineer.

Evaluate and modify all header, blocking, support structures, jambs, track enclosures, surrounding insulation, and sound baffles as required in Quality Assurance specification below.

Punch holes or provide beam clamps at support structure in accordance with approved shop drawings.

Furnish and install two (2) new operable partition walls and suspension systems.

Paint and finish all ceiling, trim and other materials adjoining head and jamb of operable partition walls.

Provide all labor, materials, tools, equipment, and installation services.

SUBMITTALS -
Provide complete shop drawings prior to fabrication indicating construction and installation details.

Shop drawings must be submitted within 10 days after receipt of purchase order.

QUALITY ASSURANCE -
Preparation of the opening shall conform to the criteria set forth per ASTM E557-00 Standard Practice for Architectural Application and Installation of Operable Partitions.

The partition STC (Sound Transmission Classification) shall be achieved per the standard test method ASTM E90-04 and E413-04. Test run under ASTM procedures prior to E90-04 shall not be permitted.

All tests must be from an independent, currently operating, NIST-accredited Laboratory available to verify results.

PRODUCT DELIVERY, STORAGE, AND HANDLING -
Proper storage of partitions before installation, and continued protection during and after installation will be the responsibility of the successful bidder.

WARRANTY -
Operable partition wall panels shall be guaranteed for a period of two years with all mechanical parts including track and carriers guaranteed for a period of five years.

This guarantee is against defects in material or workmanship of manufacturer's product.

PRODUCT REQUIRMENTS -
Manufacturer – Project specified to be manually operated, paired panel operable partitions.

Material - Panels shall be nominally 4" thick, in manufacturer's standard widths up to 48".

Panel faces shall be of gypsum laminated to steel. Panel faces shall be removable and replaceable on site to accommodate future décor / finish changes.

Frames shall be a composite of steel and aluminum alloys, formed to protect the edges of the face material.

Interlocking vertical seals between the panels shall consist of tongue and groove aluminum and vinyl astragals creating a shock-absorbing, deep nesting, impact resistant acoustical interlock between panels.

Horizontal top seals shall be retractable and operate simultaneously with the bottom seals. Top seals which can make contact with the track soffit or ceiling during movement of the panels will not be permitted.

Horizontal bottom seals shall be mechanically retractable, providing 2" nominal operating clearance, and exert downward force when extended. Crank type seals requiring more than one rotation of the actuator to set or release or the use of a fixed sweep on any panel shall not be acceptable.

Weight of the panels shall be 8.5 lbs. /sq. ft. plus or minus 1 lb. based on options selected.

Suspension system - Track shall be clear anodized tempered aluminum with soffit trim of clear anodized aluminum providing a transition to the ceiling.

Track shall include support brackets and hanger rods, spaced to manufacturer's standards.

Each panel shall be supported by one four wheel trolley assembly made of glass-reinforced, self lubricating nylon with steel precision ground bearings. Carrier design shall use a counter rotating concept to move panels along the track and through 90 degree "L", "T", & "X" intersections. Carriers using friction discs shall not be permitted.
Finish - Face finish shall be factory applied reinforced vinyl wall-covering with woven backing, weighing 20 oz. or more per lineal yard [465 g/m]. Color shall be selected from

manufacturer's standard color selector.

Frame color shall be clear anodized aluminum. Aluminum track and soffit shall be clear anodized.

Approximate Dimensions - (Subject to final field measurements)
1. Room 2: Senior Center: Wall – 42'10" x 9'3", Pocket – 2'11¼" x 5' x 8'10"
2. Room 4: Senior Center Wall – 42'10" x 9'3", Pocket – 2'11¼" x 5' x 8' x 10"

OPERATION -
Panels shall be manually operated, top supported, moved individually from the storage area, positioned in the opening, and seals set.

Retractable Top and Bottom Seals (Fixed top seals are not acceptable) - Retractable Mechanical Top and Bottom seals shall be activated by a removable operating handle located approximately 40" [1050 mm] from the floor in the panel edge.

Seal activation shall not require more than one rotation of the removable handle.

Final partition closure – Telescopic closure panel to incorporate an expanding jamb member operated from either side of the panel with a removable handle. Panel shall be capable of compensating for minor out-of-plumb wall conditions and provide a positive vertical seal between partition and building structure.

ACOUSTICAL PERFORMANCE -
Acoustical performance shall be tested at an NIST-accredited, independent laboratory in accordance with ASTM E90-04 or more recent test standards. Standard panel construction shall have obtained an STC rating of 50.

Copies of the written test report are to be made available upon request. Tests must have been conducted at a laboratory available for verification of results.

INSTALLATION -
The complete installation of the operable wall system shall be by an authorized factory-trained installer and be in strict accordance with the approved shop drawings and manufacturer's standard printed specifications, instructions, and recommendations.

POST INSTALLATION CLEAN UP -
All track and panel surfaces shall be wiped clean and free of handprints, grease, and soil.

Packing and other installation debris shall be removed from the job site.

TRAINING -
Installer shall demonstrate proper operation and maintenance procedures to owner's representative.

Operating handle and owner's manuals shall be provided to owner's representative.

OPTIONAL BID –
Additional walls - please provide pricing for the four walls below. In the event pricing is favorable and/or additional funding is provided, additional walls may be replaced. These bids are optional and will not affect the award of the official ward of this bid:
Approximate Dimensions - (Subject to final field measurements)
3. Optional Room 1: Senior Center: Wall – 33' x 9' x 3", Pocket – 4'4½" x 5' x 8'10"
4. Optional Room 5: Senior Center Wall – 23'8" x 9'11", Pocket – 2'8" x 4'10¾" x 9'7"
5. Optional Room 6: Senior Center Wall – 23'8" x 9'11", Pocket – 2'8" x 4'10¾" x 9'7"
6. *Optional Room 5: Recreation Center Wall – 28'2" x 11'1", Pocket – 2'7" x 5'4" x 9'

* For the Recreation Center wall only, project specified to be Signature 8600 Individual Panels as manufactured by Moderco, Inc.

IX. BID FORM

The undersigned hereby declares that he has carefully examined the instructions and specifications and will remove and replace two (2) **Operable Partition Walls and Suspension Systems** for the prices set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices will remain firm through project completion.

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

Bid Grand Total: $_____

Optional: Room 1: Senior Center: $_____
Room 5: Senior Center: $_____
Room 6: Senior Center: $_____
Room 5: Recreation Center: $_____

Expected installation date after receipt of P.O. _____

Brand name of product submitted: _____

Provide brochure or information on panels provided _____

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: _____

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_____

IX. BID FORM (CONT'D)

E-Mail Address/Website_____

Terms_____

Signature/Date_____

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

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED MAR 10 2016
City Clerk's Use
Item No: 2-I
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To accept a proposal by *SeeClickFix*, Inc. for customer service software with mobile app (Total annual expenditure of $18,696).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

		Attachment			
MC	City Clerk	__	Resolution	__	Minutes
BB	Finance & Budget Director	__	Ordinance	__	Plan/Map
JB	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 Community Relations Department is the principal intake point for service requests made by residents. These customer service requests take a variety forms, from reports of potholes in the winter season to high grass in the summer season. Currently, service requests come in the form of phone calls, emails, or face-to-face interaction with a visitor to City Hall.

- Although the Community Relations Department is very responsive to each and every request for service, the current system is not fully integrated with the City departments that need to respond and lacks the capability for follow-up with the resident making the request. There also is no ability to track service requests, which means the City does not have essential data for measuring performance and identifying trends and needs.

- The City Manager tasked the Community Relations Department with researching, identifying, and recommending the best model available in the marketplace for upgrading the City's customer service system. The Office of Information Technology, Department of Public Works, and City Development Department assisted the Community Relations Department in this undertaking.

- Personnel from the participating departments researched and identified four software-based systems that are geared to the municipal market. Of these, *SeeClickFix* was determined to be the superior software system based upon the following features:

    - *SeeClickFix* is an off-the-shelf, ready-to-install, and compatible software. There is limited need for

programming or customizing to make the system work with other City software, including the City's new website and the DPW's new CityWorks software program.

- *SeeClickFix* offers an app for residents to download. This will open up a whole new way for the City's customers (residents) to interact with the City and make service requests.
- *SeeClickFix* provides extensive training for City personnel and also technical support should there be any glitches with the City's new system.
- *SeeClickFix* is a web tool that allows citizens to report non-emergency neighborhood issues, which are communicated to the City as a form of community activism. It includes a free iPhone or Android mobile phone application. The tool centers on a web-based map that displays all user comments and allows users to add comments, suggest resolutions, or add video and picture documentation.

- After meeting with the representatives of *SeeClickFix*, the Community Relations Department received a scope of services proposal from this firm to provide an online management tool, the custom mobile app, citizen notification tools and software costs.
- Recommendation is being made to accept the proposal by *SeeClickFix* for customer service software for a three-year term at an annual cost of $18,696.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to accept the proposal by *SeeClickFix*, Inc., 746 Chapel Street, Third Floor, New Haven, CT 06510, for customer service software with mobile app for the period July 1, 2016 to June 30, 2019 at an annual cost of $18,696, and authorize the City Manager to sign all required documents on behalf of the City.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

Prepared By: James Buhlinger, Purchasing Manager Ext. No. 2741

GENERAL INFORMATION:

The Community Relations Department is principally responsible for receiving and routing all customer service requests made by residents. Historically, these service requests come in through phone, email, of face-to-face interaction. Emerging technology provides for a more interactive approach whereby those wishing to communicate with the City are able to do so at their convenience.

In addition to the convenience aspect of a customer service contact, new technology provides a more effective and efficient means to route the service requests received, track the progress made by the City in responding to the service request, and report back to the resident on the resolution.

The City needs to upgrade to the latest technology available to increase the ways for residents to communicate service needs to the City, to effectively and efficiently respond to the service need, and communicate the resolution of that need.

The proposed 2016/2017 Capital Project Fund budget will include a $21,120 appropriation for customer service software.

STAFF ANALYSIS AND FINDINGS:

The Community Relations Director, Public Works Director, Community Development Director and Information Technology Director formed a work group to investigate, evaluate, and recommend the best customer service software available to meet the City's needs.

Four customer service software platforms met the City's initial criteria, Oracle's *Citizen Experience*, *PublicStuff*, *SeeClickFix* and *Socrata*. This group of four was quickly reduced to two when additional criteria were introduced to include off-the-shelf ready, availability of a mobile app and reporting tools (*PublicStuff* and *SeeClickFix*). After demonstrations and further evaluation, the work group identified *SeeClickFix* as the customer service software best-suited to the City's needs.

Founded in September, 2008, *SeeClickFix,* Inc. is based in New Haven, CT, and currently covers more than 25,000 towns and 8,000 neighborhoods, both in the United States and abroad. The firm offers the industry leading tools, technology, and expertise to ensure that its software product meets the customer service needs of its clients.

Through the Community Relations Department, the City plans to use the *SeeClickFix* mobile app to communicate important information to residents including but not limited to news, emergency information, calendar of events, and frequently asked questions (FAQ's). *SeeClickFix*

is an off-the-shelf mobile app that allows for user-customization driven by the 'greatest needs' at the time. Residents will download the Sterling Heights *SeeClickFix* app which will serve as a one-stop-shop for everything City-related from customer service inquiries to important / pertinent city information. *SeeClickFix* will be the City's one and only mobile app.

The proposed scope of services with *SeeClickFix* provides the following:

- **Request Package** – centralized request management. This package collects service requests via mobile apps, website forms, inbound calls, emails and tweets. It assigns and routes requests based on type, and manages communications with residents and staff from submission to resolution.
    - *SeeClickFix* Request Management
    - *SeeClickFix* mobile apps
    - Website and Facebook widgets
    - Unlimited government users
    - Unlimited external request types
    - Unlimited API access
- **Work Package** – communication tools. This package provides staff, supervisors and administration active tools enabling problem solving.
    - *SeeClickFix* Work Management
    - Advanced workflow, assignment and routing
    - Internal users only
    - Unlimited internal request types
    - Field worker and supervisor permissions
    - Admin SLAs and notifications
    - Field Apps (w/10+ users)
- **Engage Package** – custom apps. This package provides customized applications that integrates services, information and notifications into the software and management tools.
    - Custom iOS and Android Apps
    - Citizen notifications
    - Mobile CMS
- **Analyze Package** – data analysis. This package provides the necessary operational insight ensuring decision making. Provides dashboards, custom analysis, reports and service level alerts (SLA).
    - Admin dashboard
    - Customized and recurring reports
    - Recurring data exports

Please see the attached departmental recommendation from Community Relations for additional information.

STAFF RECOMMENDATION:

Please see the Suggested Action on the accompanying Agenda Statement.

Notification list:
SeeClickFix
746 Chapel Street Third Floor
New Haven, CT 49156 Van Dyke
Andrew Shetty, Account Executive
andrews@seeclickfix.com

CITY OF Sterling Heights

Interoffice Memorandum

Date: February 9, 2016

To: Jim Buhlinger, Purchasing Manager

From: Bridget Doyle, Community Relations Director

Re: SeeClickFix Customer Engagement Platform / Phone App

In 2015, the Community Relations Department was tasked by the City Manager with improving customer service relations within the City of Sterling Heights. While our current practices work well, we want the City to be known for its care of residents and follow-up on service requests.

Community Relations collaborated with Information Technology (IT), Department of Public Works (DPW) and City Development to talk about how customer service technology could be improved and upgraded for the City. The goal was also to streamline the information shared among the four departments and ensure the technologies would fit with existing programming.

For months, directors of the four departments reviewed a number of options, comparing and contrasting the offerings, cost and service associated with each. We drilled down and spent the most time entertaining options from SeeClickFix, PublicStuff, Socrata and Oracle's Citizen Experience. We sat through demos and had conversations with the consultants about the City's needs. The determination of the group was to recommend SeeClickFix for the following reasons:

- **Compatibility:** SeeClickFix seamlessly integrates with our new website, CivicPlus, and will soon integrate with City Works, the public asset management software coming to DPW. CivicPlus will help the program for front-end use (residents) and City Works will aid with the back-end use (staff). The other two did not map with either one or both of these platforms.
- **Customization:** SeeClickFix will allow the City to customize the app to fit our needs, including offering an event calendar, press release tab and other relevant information to our users. The app can be updated on a daily basis, if needed.
- **Price**: SeeClickFix offered competitive pricing for the services offered.
- **Training**: SeeClickFix is offering the City of Sterling Heights extensive staff training and strong troubleshooting support to staff new to the platform.
- **Recommendations**: We called other cities who use SeeClickFix including Ann Arbor and Detroit and both have positive feedback for the service from both staff and resident users.

It is for these reasons we are recommending the City proceed with SeeClickFix as its customer service management tool and phone app platform. City Council and the City Manager have directed Community Relations to begin the process of rolling out this technology as soon as possible. As for

funding, this service will be paid for annual out of Community Relations budget (beginning FY 2017-18). The first year it is being funded by the Capital Budget, as approved this year by the City Manager, Finance Director and Capital Budget team. As we know this would be a service continuing in the future, it is my recommendation the City proceeds with a three-year contract at $18,696/year in order to take advantage of reduced pricing.

SeeClickFix

Prepared for:	Sterling Heights	Quote issued	2/2/2016
Population:	132,000	Valid	30 days
Price bracket:	*132,000*		

Scope of Services Proposal

Address

PACKAGES

REQUEST			WORK			ADDITIONAL		
Citizen Users	*1.00%*		Internal Users	0		Engage	1	
Base Price	$1,086	/month	Base Price	$543	/month	Analyze	1	
$ / Citizen	$1.00	/month	$ / Gov User	$20	/month	Modules	$543	/month

Request
- SeeClickFix Request Management
- SeeClickFix mobile apps
- Website and Facebook widgets
- Unlimited government users
- Unlimited external request types
- Unlimited API access

Work
- SeeClickFix Work Management
- Advanced workflow, assignment and routing
- Internal only users
- Unlimited internal request types
- Field worker and supervisor permissions
- Admin SLAs and notifications
- Field Apps (w/ 10+ users)

Engage
- Custom iOS and Android Apps
- Citizen notifications
- Mobile CMS

Analyze
- Admin dashboard
- Customized and recurring reports
- Recurring data exports

QUOTE

	$ / Citizen	$ / Worker	Request	Work	Engage	Analyze	List	Quoted	Annual Cost*
1 Year Contract	*$0.24*	*$5.00*	$1,405	$0	$136	$136	$3,492	$1,676	**$20,112**
3 Year Contract	*$0.19*	*$4.00*	$1,341	$0	$109	$109	$3,492	$1,558	**$18,696**
5 Year Contract	*$0.17*	*$3.50*	$1,309	$0	$95	$95	$3,492	$1,499	**$17,988**

** due at contract signing, recalculated annually*

Terms & Conditions http://legal.seeclickfix.com/terms-and-conditions/

SeeClickFix and the City of Sterling Heights have caused this Contract to be executed as of the date signed by the City of Sterling Heights, which will be the Effective Date.

SeeClickFix		City of Sterling Heights	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Signature:		Signature:	

Sterling Heights Scope of Services

SeeClickFix Request

SeeClickFix founder Ben Berkowitz was tired of seeing graffiti on the wall in front of his house. He called multiple City departments and was pushed from one person to another. He followed up over and over again only to be told that the city could not remove the graffiti until the police department had taken a look at it. And so the process started over. Weeks went by and the graffiti stayed. Ben felt helpless and frustrated that his voice wasn't being heard and didn't seem to matter. Rather than complaining about the problem, he decided to solve it and SeeClickFix was born.

It is critical that all our citizens feel heard, regardless of the time, resources and connections that they have. Often, a service request is the first experience that a citizen has with his or her local government. As such it sets the tone for their interactions, not just with local government, but also their local community. When citizens feel disconnected from their government and community, they feel helpless and frustrated. This leads to apathetic and disconnected communities.

This exchange is a challenge, but also an opportunity. Your public are reaching out at a critical moment in their relationship with your organization. If your organization can offer a successful and positive experience, it will set the tone for an engaged and empowered citizen. This should not be such a difficult goal. In fact, the wasted time and frustration cited earlier is often surrounding a problem that your organization already knew about and is already scheduled to be fixed. That's because this is not a problem with the work that you are doing, but rather a problem of broken communication. You need to fix your communication.

That's why we built SeeClickFix. SeeClickFix provides a centralized system for the collection, management and communication around public concerns. We call this **SeeClickFix Request**.

SeeClickFix Request gives your organization tools to collect public needs, complaints and concerns from all inbound channels. This includes website forms, mobile apps and facebook apps as well as a powerful call-taker interface to record calls, walk-ins, emails, tweets and more. Once a request has been submitted, SeeClickFix Request creates a related case and gives you the tools you need to assign and track this case — communicating manually and automatically with the public throughout. Finally, SeeClickFix Request gives citizens a public page to track the progress of these issues as well ask questions, share with neighbors and thank the city.

To better understand SeeClickFix Request, let's dive into some of the functionality.

Request Collection

Right now your organization is collecting public needs and complaints through a variety of disconnected channels. This probably includes email, web forms, sticky notes, spreadsheets, asset management systems and maybe even an ERP. There are two problems with this scenario.

1. These systems are disconnected and spread throughout the organization, so there is no central management of these issues. The results is that things are falling through the cracks — causing frustration and escalation.
2. There is no feedback loop for citizens. Once a request has been submitted, the citizen has no way to keep up with its progress. This increases frustration and apathy for some and creates lots more phone calls, both inbound and outbound for others.

SeeClickFix Request helps you to collect citizen needs and concerns from all these channels throughout your entire organization. Now that these requests are all in the same place, nothing slips through the cracks. This also allows us to manage the communication back with citizens — closing the loop and providing a really great experience for citizens.

Mobile Apps are a great way to collect requests from citizens for two reasons: ease of use and data accuracy. The SeeClickFix iOS and Android mobile apps are easy to find and even easier to use. Increasingly, internet usage and communication in general is moving to mobile devices. It is important that we reach user where they are comfortable. Furthermore, mobile apps are available when citizen are in the field and encounter an issue — allowing us to grab the exact location, more accurate descriptions and photographs of issues. The ease of use and accuracy of mobile apps is a huge benefit of SeeClickFix Request.

Website Widgets make it fast and easy for website visitors to report problems. Often your website is the first place that folks look for contact information. For service requests, navigating the director or filling out complex forms can be offputting for citizens, pushing them just to call city hall. SeeClickFix Website Forms drop right into your existing website, giving citizens an interactive, map-based way to report issues that is simple and easy.

Facebook Apps embed into your Facebook page adding the same interactive submission tool that website forms add to your website. Now when citizens head to your Facebook page to submit a complaint, they can submit it directly via SeeClickFix!

Call Taker Interface is the best way to turn inbound phone calls into self-serve SeeClickFix users. When a citizen calls in with a complaint, you need a way to log the request, track the call and route the request to the right department. The Call Taker Interface make this process a breeze. Most importantly though, the Call Taker Interface allows you to enter the email address of that citizen, enabling automatic email updates so you don't have to call them back. Finally, this process also onboards the citizen as a SeeClickFix user — prompting them to sign up and download the app. That means that next time he or she is likely to submit the issue directly, without giving you a phone call. This process has the effect of organically growing your user base and reducing phone calls.

Case Management and Public Communication

SeeClickFix Request gives you the tools you need to centralize requests throughout your organization and through the many channels that the public may engage. Once you have a system for receiving requests, you need to distribute these requests to the correct individuals within your organization and communicate updates and expectations to the public who submitted these requests. SeeClickFix Request gives you a central hub to manage this communication. Here are a few of the tools that will help.

Request Types structure the data that you get from citizens. You can have as many request types as you like, however we suggest limiting the list to what is understandable and relevant to your public audience. You may also add a series of secondary questions to your request types.

Status Updates within SeeClickFix include Open, Acknowledged and Closed. These are public indications of where a case stands and are accompanied by automatic or manual responses from organization staff. While anyone can open a case, only service organizations are able to acknowledge a case and once a case has been acknowledged it can only be closed by that organization.

Commenting is an easy way for your organization to ask questions or send updates related to an issue. Comments post on the issue page, creating an ongoing history of communication around each issue. Comments are also bi-directional ; organizations can post comments to the public and public can post comments back to the organization.

Email Routing enables you to send specific request types to a specific person or group of people. This will trigger an email to each person each time a request is submitted. That email will drive the recipient back into SeeClickFix Request, where they can engage with the request and print work orders. Each (non-private) request has a public page associated with it. This means that you can leverage the free SeeClickFix Community to engage external agencies as well. For example, you might want to route street light requests directly to the electric utility that manages these lights. This will give the utility and free and open space to resolve these concerns and engage the public.

Private Requests are categories that are visible to the public to submit, but once a request is submitted, the request is only visible to the internal organization and the person who submitted the request. Private Requests are necessary for topics that are sensitive in nature — typically regarding legal matters and violations.

Thank Yous are a simple and powerful way for the public to thank the organization after an issue has been resolved. The thank you button appears after an issue has been closed and triggers a direct message to the staff involved in closing the issue.

SeeClickFix Engage

We created the SeeClickFix mobile app because it is the best way to submit requests — it is simple, easy and accessible. The public agree, and we've seen usage explode explode over the years. The app continues to offer instant connection to local government in a way that is often totally new to the public who use it. Our government partners recognized right away that this creates an enormous opportunity to build upon that connection, proactively engage the public and growing relationships. SeeClickFix Request will help you to create an engaged audience, SeeClickFix Engage gives you tools to customize the brand and content of your mobile app and develop messaging and notification systems that further connect your community.

Custom Mobile Apps are a great way to promote your organization's brand as well as customize the experience for the public. SeeClickFix Engage gives your organization custom iOS and Android apps in the Apple and Google Play Stores with your name and logo. ***Complete Redesign Q3 2016.***

Mobile Buttons are a flexible way to embed all kinds of web content in your custom mobile app. Managing content in multiple places can be a nightmare. SeeClickFix Engage allows you to add custom buttons to your mobile app — leveraging the content that you already have. For example, embed your website directory just by dropping the URL into SeeClickFix. This also works with content from external sites. For example, maybe you want to add a youtube video, or a photo slide show, or a survey, or even a list of local businesses. These days, most service you are provide have a web component. Mobile Buttons help you to get the most important content in front of an engaged audience.

Notifications are a great way to send quick public updates based on points of interest. When a public user signs up for SeeClickFix, they choose a point of interest (typically home or work address). In addition to this location, points of interest are added when a user reports an issue in a new location. This allows us to send notifications, based on geographies to specific groups of users that care about these areas. Currently, notifications are delivered via email as well as posted on public issues pages and website forms. Notifications are currently being completely redesigned in conjunction with the Custom Mobile App redesign.

SeeClickFix Analyze

So far, more than two million issues have been reported via SeeClickFix. Of these, almost 90% have been routed, assessed and resolved. At a macro level, that is a lot of data. At a micro level, each resolution tells a story about a community. Since our beginning, organizations have used SeeClickFix to measure the success of their services and the health of their neighborhoods. Over the years, we have built a variety of tools to help these organizations better access, understand and present this data. We call these tools SeeClickFix Analyze.

Dashboards give you a quick glimpse into the health of your organization with visuals showing recent activity broken down by issues status, type and source.

Mapping is a great way to search for specific issues, browse categories of issues, or discover trends and potential problems. From the map report you can also drill into specific issues directly — moving from discovery to action in seconds.

Reports are time based summaries that fit on a single page and are easily printable. They show an overview of issue type by geography along with the number of issues that were open, acknowledged and closed within that time period.

Insight is gives admin staff, department heads and data nerds powerful analytics to build customized visual reports of SeeClickFix data. With thousands of ways to slice the data, you can get the exact report that you want. Then you can save the report for future use and export images for public display of internal communications.

SeeClickFix

The english language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the english language version being correct.

Select Language ▼

SeeClickFix Terms and Conditions

These Terms and Conditions, inclusive of the Scope of Services Proposal ("the SSP") to which they are inextricably linked, will apply as of the Effective Date (specified in the SSP) to the customer ("the City") in relation to SeeClickFix Inc, a Delaware Corporation located at 746 Chapel St, New Haven, CT 06510 ("SeeClickFix", and together "the Parties"). WHEREAS, the City desires that SeeClickFix provide certain software services as described herein. WHEREAS, SeeClickFix desires to deliver such software services under these terms and conditions.

A. Term and Termination.

SeeClickFix and the City will implement the services described in the SSP as soon as reasonable. These Terms and Conditions will apply throughout the SSP-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year, and shall include changes to these Terms and Conditions which may be enacted by SeeClickFix alone. Fees for successive renewal periods may increase by up to 10% over each prior period. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 90 days prior to the end of the current term. Termination for Cause. If either party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate all services as of the date specified in such notice of termination. Survival. The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A (3), C, D, E and and F (except F.3). B. Services of SeeClickFix. SeeClickFix will provide on a hosted, software-as-a-service basis, access to the Services described in the foregoing Order Form, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos. While the content of users of the Software is governed by SeeClickFix's published Terms of Use, SeeClickFix may not be able to control the exact nature of this content. SeeClickFix reserve the right to edit User Content, but does not have an obligation to edit the content. Although SeeClickFix may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

C. Ownership. With the exception of City's trademarks and logos, SeeClickFix shall be the sole and exclusive owner of any and all SeeClickFix Materials, including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created them. No ownership of any SeeClickFix Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the City. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

D. Exclusions of Warranties and Limitations of Liability. SEECLICKFIX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CLIENT, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SEECLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECLICKFIX NOR THE CITY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECLICKFIX FROM THE CITY FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR $5,000 WHICHEVER IS LESS.

E. Arbitration, Governing Law and Venue

Arbitration. The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The

arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false. Law. The laws of United States and the State of Connecticut shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the State of Connecticut and federal courts located in the State of Connecticut. F. General

Independent Contractor Relationship. SeeClickFix is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party. Notices. Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to SeeClickFix: SeeClickFix Inc., Attn: Contract Administrator to team@seeclickfix.com, with an email response confirming receipt by SeeClickFix. If to City: as addressed in the SSP. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner. Publicity. The Parties agree that the Parties may reference the other party as a client or vendor, including using the Client name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the SeeClickFix Software or its features will be accompanied by a reference that it is provided by SeeClickFix. Amendment or Waiver. No amendment or modification of these Terms and Conditions by the City shall be valid. Headings and Captions. The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof. Severability. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the parties' original intent. These Terms and Conditions, inclusive of the SSP to which they are inextricably linked, constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality Contracts, and other Contracts and communications, oral or written, between the parties regarding such subject matter. Assignment. SeeClickFix may assign these Terms and Conditions, and then notify the City within 30 days thereof.

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CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED MAR 10 2016

City Clerk's Use
Item No: 2-J
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve a purchase of managed internet services from AT&T Corporation (Total annual expenditure of $29,328).

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:

- Since 2001, the city of Sterling Heights has utilized managed internet services provided by AT&T. AT&T currently provides a dedicated Internet connection to support critical business applications, service reliability backed by industry-leading performance metrics, proactive monitoring, 24x7x365 technical support, access to cloud storage/computing, voice over Internet protocol (VOIP), and managed security services.

- The current managed internet services agreement (pricing schedule) between the City and AT&T expires on November 29, 2016. The Office of Information Technology has negotiated the terms and conditions for a continuation of managed internet services from AT&T, the highlights of which are:

  - ✓ A substantial increase in available bandwidth from 50MB to 250MB, a 500% increase;

  - ✓ An $828 decrease in the annual Internet charges paid to AT&T, which equates to a 2.8% decrease from the annual charges paid under the expiring agreement.

- The Offices of Information Technology and Purchasing have reviewed the three-year pricing schedule and are recommending approval.

- Please see the attached memo from the Information Technology Director for additional information on the new terms and conditions for managed internet services from AT&T.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to approve the purchase of managed internet services from AT&T Corporation for the period July 1, 2016 to June 30, 2019 and authorize the City Manager to sign all documents required in conjunction with this approval.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 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 internet services for employees performing job functions where data transmission is essential. Examples of Internet-dependant applications include email, e-commerce, public safety mobile access, cloud-based applications and television channel streaming.

AT&T has been the City's managed internet services provider since 2001. The Office of Information Technology has been very satisfied with the technical capabilities and customer support associated with AT&T's internet services.

The City will expend $29,328 annually on managed internet services under the proposed three-year term of the new pricing schedule with AT&T. Funding for the internet service charges are 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, <u>utility services and billings</u>, contracted services invoices, insurance payments, or similar services.

The current three-year agreement (pricing schedule) with AT&T expires on November 29, 2016. In order to maintain uninterrupted internet services, the Office of Information Technology commenced discussions with AT&T on the terms and conditions for a new pricing schedule. This effort produced a new, three-year pricing schedule that will yield a cumulative savings of $2,484 as well as a substantial increase in available bandwidth, from 50MB to 250MB. This increased bandwidth provides much needed capacity for the transfer of data.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

AT&T Small Business Solutions
16025 Northland Drive
Southfield, MI 48075
Jeff Slusser, Client Solutions Executive
Js6146@att.com

CITY OF Sterling Heights
InnovatingLiving

Interoffice Memorandum

Date: February 17, 2016

To: Jim Buhlinger, Purchasing Manager

From: Steven Deon, Information Technology Director

Subject: AT&T Internet Upgrade/Renewal

The City of Sterling Heights office of Information Technology is responsible for providing secure Internet access for all employees utilizing the data network. Information Technology has utilized AT&T as our managed Internet service provider since 2001. AT&T has provided outstanding managed Internet service to the City of Sterling Heights. The Internet is critical for e-commerce, e-mail, public safety mobile access, cloud based applications, and TV channel streaming. Internet bandwidth demand has been increasing each year. The current deal provides 50MB of bandwidth, and the new agreement will increase the bandwidth to 250MB.

The AT&T managed Internet service provides:

- Dedicated Internet connection. Providing a symmetric connection (equal upload and download speeds) to support critical business applications.
- Reliability backed by industry leading Service Level Agreements tied to performance metrics like service availability of 100%, and data delivery of 99.95%.
- Proactive monitoring and 24x7x365 technical support.
- Access to enhanced services such as Cloud Computing and Storage. Voice Over IP (VOIP) and Managed Security Services.

Information Technology is requesting to renew/upgrade the current AT&T managed Internet service contract with another three year agreement. IT is recommending waiving the bid process and renewing with AT&T for the following reasons:

- Internet connectivity has been extremely reliable and support has been outstanding.
- The AT&T Uverse service broadcasts 2 SHTV channels over the managed Internet service.
- The City currently has 128 static IP4 addresses that are critical to network operations and changing or losing these static IPs would result in downtime and connectivity issues during the transition.
- AT&T already has fiber connected directly into the IT datacenter.
- AT&T already has a DS1 installed in the IT datacenter for provisioning.
- AT&T hosts the City's DNS zone file for IP address translation.

This service has been in the Information Technology operating budget since 2001, and is expensed out of 11717258-826000. The current agreement expires on November 29, 2016. The contract renewal cost has actually decreased slightly and will not result in any increased funding. This service renewal will cost $29,328.00 annually and $87,984.00 over the three year agreement that would extend service 36 months from the date the new service is turned up. This expenditure will continue to be funded out of the Information Technology operating budget account 11717258-826000.

Please feel free to contact me if you have any questions.

AT&T MA Reference No. MA1379547UA
AT&T PS Contract ID MIS1379548

at&t

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Customer	**AT&T**
City of Sterling Heights Street Address: 40555 UTICA RD City: STERLING HEIGHTS State/Province : MI Zip Code: 48313 Country: United States	AT&T Corp.
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☐ **Primary AT&T Contact**
Name: Steve Deon Title: IT Director Street Address: 40555 Utica Rd. City: Sterling Heights State/Province: MI Zip Code: 48313 Country: United States Telephone: 5864462489 Fax: Email: sdeon@sterling-heights.net Customer Account Number or Master Account Number: 1-QOI8-7030	Name: JEFFREY SLUSSER Street Address: 16025 NORTHLAND DR City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: United States Telephone: 5862026906 Fax: 1231231234 Email: js6146@us.att.com Sales/Branch Manager: Corey Reed SCVP Name: SB MKT GREAT LAKES MODULED Sales Strata: Retail Sales Region: US-MIDWEST With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T MA Reference No. MA1379547UA
AT&T PS Contract ID MIS1379548

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	**36 months**

Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES

Section I: AT&T Managed Internet Service

Table 1: MIS Self – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Virtual Router
Ethernet	$1,500	$1,500**	$0.00

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Table 2: On-Site Installation

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	$1,500

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet

Available bandwidth levels are subject to qualification at time of each order and may vary for MIS ports/access ordered with or without the Network on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
		Undiscounted MIS with Customer Router Monthly Fee	Undiscounted MIS with AT&T Managed Router Monthly Fee	
2 Mbps	$500.00	$260.00	$388.00	$355.00
4 Mbps	$500.00	$262.00	$390.00	$325.00
5 Mbps	$500.00	$263.00	$391.00	$270.00
8 Mbps	$500.00	$266.00	$394.00	$235.00
10 Mbps	$500.00	$268.00	$396.00	$198.00
20 Mbps	$530.00	$449.00	$577.00	$144.25
50 Mbps	$640.00	$813.00	$955.00	$95.50
100 Mbps	$810.00	$1,400.00	$1,555.00	$77.75
150 Mbps	$810.00	$1,800.00	$1,965.00	$65.50
250 Mbps	$1,100.00	$2,150.00	$2,240.00	$44.80
400 Mbps	$1,300.00	$2,700.00	$3,380.00	$42.25
500 Mbps	$1,300.00	$3,500.00	$4,325.00	$43.25
600 Mbps	$1,300.00	$4,096.00	$4,840.00	$40.33
1000 Mbps	$2,000.00	$4,505.00	$5,620.00	$28.10
Discount:		**40.0 %**	**40.0 %**	**100.0 %**

Table 3.a: Flat Rate Billing Option – Ethernet (10 Mbps only)
Available only for 10 Mbps bandwidth level, subject to qualification. Not available for MIS ports/access with the Network on Demand option, or MIS ports/access with Customer managed router, or MIS ordered with AT&T BVoIP Service.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment Undiscounted MIS with AT&T Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
10 Mbps	$374.52	$396.00	Not Applicable
Discount:		**40.0 %**	

Section II: Additional Service Fees

Moving Fee (during hours)	$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location

Section III: AT&T Business in a Box®

AT&T Business in a Box® is not available for MIS ports/access ordered with the Network on Demand option.

Discount: 100.0 %

Option	Undiscounted Monthly Service Charge*
Base Unit 12 Port	$75.00

AT&T MA Reference No. MA1379547UA
AT&T PS Contract ID MIS1379548

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

8 Port Analog Module Add-On	$40.00

* Pricing also applies to Service locations in Alaska

Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	$225*

Pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document

DELIVERED MAR 10 2016

City Clerk's Use
Item No: 2-K
Meeting: 03/15/16

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve final payment in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250

Submitted By: Office of Engineering

Contact Person/Telephone: Brent Bashaw, P.E., City Engineer/(586) 446-2720

Administration (initial as applicable)

		Attachments			
MC	City Clerk	__	Resolution	__	Minutes
	Finance & Budget Director	__	Ordinance	__	Plan/Map
JB	City Attorney (as to legal form)	__	Contract	x	Other
	City Manager				Notification List, Final Estimate

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

Executive Summary:

At the June 3, 2014 regular meeting, City Council awarded the bid for the 2014 Local Road Concrete Reconstruction Program to Galui Construction Co., Inc. in the amount of $1,719,573.75. In addition, Change Order No. 1 was awarded at the October 7, 2014 regular City Council meeting in the amount of $74,450 to provide for catch basin repairs throughout the city.

Attached is the Final Estimate for the subject project. All work has been satisfactorily completed and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety. Recommendation is being made to approve final payment to Galui Construction Co., Inc. in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to approve final payment to Galui Construction Co., Inc., 33805 Harper Avenue, Clinton Township, MI 48035 in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Cc: Denice Gerstenberg, City Development Director
Adam LaClair, Lead Inspector
Scott A. Charron, Civil Engineer II

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

RE: Final Payment - 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Prepared By: Brent Bashaw, City Engineer (586) 446-2720

GENERAL INFORMATION: At the June 3, 2014 regular meeting, City Council awarded the bid for the subject project in the amount of $1,719,573.75. The project was funded through the Safe Streets dedicated millage approved by residents in November, 2013.

The scope of work included the complete removal of the existing, badly deteriorated concrete, excavation and removal of the existing clay sub-base, backfill with 21AA aggregate and installation of edge drain, and reconstruction of the local street with new concrete.

The following nine poorly rated local streets were included in the 2014 Program:

- Winterfield Drive
- Chesapeake Drive
- Amherst Drive
- Rose Mary Drive
- Ascot Court
- Gunther Drive
- Heritage Road (Schoenherr to Stonewood)
- Clifford Drive
- Faith Drive (north of 17 Mile Road)

TECHNICAL INFORMATION: The final contract price of $1,783,139.60 is less than the total award amount of $1,794,023.75 by $10,884.15, or 0.6%. In addition, at the October 7, 2014 regular meeting, City Council approved Change Order No. 1 in the amount of $74,450, which allowed the City to take advantage of favorable pricing to complete work on catch basins and surrounding pavement in need of immediate repairs throughout the city.

STAFF ANALYSIS AND FINDINGS: All work has been successfully completed on the subject project and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety.

STAFF RECOMMENDATION: Please see the Suggested Action on the accompanying agenda statement.

Cc: Denice Gerstenberg, City Development Director
Adam LaClair, Lead Inspector
Scott A. Charron, Civil Engineer II

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No:
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve final payment in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250

Submitted By: Office of Engineering

Contact Person/Telephone: Brent Bashaw, P.E., City Engineer/(586) 446-2720

Administration (initial as applicable)

		Attachments			
__	City Clerk	__	Resolution	__	Minutes
__	Finance & Budget Director	__	Ordinance	__	Plan/Map
__	City Attorney (as to legal form)	__	Contract	x	Other
__	City Manager				Notification List, Final Estimate

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

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Attached is the Final Estimate for the subject project. All work has been satisfactorily completed and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety. Recommendation is being made to approve final payment to Galui Construction Co., Inc. in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to approve final payment to Galui Construction Co., Inc., 33805 Harper Avenue, Clinton Township, MI 48035 in the amount of $50,439.60 plus interest on retainage for the 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Cc: Denice Gerstenberg, City Development Director
Adam LaClair, Lead Inspector
Scott A. Charron, Civil Engineer II

CITY OF STERLING HEIGHTS
STAFF REPORT
March 15, 2016

RE: Final Payment - 2014 Local Road Concrete Reconstruction Program, City Project #14-250.

Prepared By: Brent Bashaw, City Engineer (586) 446-2720

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STAFF ANALYSIS AND FINDINGS: All work has been successfully completed on the subject project and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety.

STAFF RECOMMENDATION: Please see the Suggested Action on the accompanying agenda statement.

Cc: Denice Gerstenberg, City Development Director
Adam LaClair, Lead Inspector
Scott A. Charron, Civil Engineer II

NOTIFICATION LIST

Galui Construction Co., Inc.
33805 Harper Avenue
Clinton Township, MI 48035

CITY OF STERLING HEIGHTS
40555 Utica Road
Sterling Heights, Michigan
Phone (586) 446-2720

Progress Payment Certificate

PROJECT:
2014 LOCAL ROAD CONCRETE RECONSTRUCTION PROGRAM

City Project No. 14-250

CONTRACTOR:
Galui Construction Inc.
33805 Harper Ave.
Clinton Twp., MI 48035

DATE: **02/10/2016**

FINAL PAY ESTIMATE

Original Contract Price:	$ 1,794,023.75
Final Contract Price:	$ -
Percent Paid Including This Estimate:	99%

Amount Earned to Date:	$ 1,783,139.60
Amount Withheld:	$ -
Subtotal:	$ 1,783,139.60
Retain:	$ -
Total:	$ 1,783,139.60
Less Previous Payment:	$ 1,732,700.00
Amount Due This Estimate:	$ 50,439.60

PAY AMOUNT
$50,439.60

Estimate #1	$ 437,490.00
Estimate #2	$ 659,740.00
Estimate #3	$ 332,000.00
Estimate #4	$ 197,800.00
Estimate #5	$ 9,200.00
Estimate #6	$ 96,470.00
Estimate #7	
Estimate #8	
Estimate #9	
Estimate #10	
Final Estimate	$ 50,439.60
Total	$1,783,139.60

Checked By: _____ Date: 3/3/16
Scott Charron, Civil Engineer II

Approved By: _____ Date: 3/3/16
Brent Bashaw, City Engineer

TOTAL AMOUNT TO BE HELD IN RETAINAGE ACCOUNT $0

ITEM/DESCRIPTION	CONTRACT QUANTITY	ACTUAL QUANTITY	UNIT PRICE	AMOUNT
Local Roads: Winterfield Dr, Chesapeake Dr, Amherst Dr, Rose Mary Dr, Ascot Court, Gunther Dr, Heritage Rd, Clifford Dr & Faith Dr (23700700-988250)				
1. Remove Concrete Pavement & Replace 7" Concrete Pavement	35,275 SYD	36316.5	40.50	$1,470,818.25
2. Remove Concrete Pavement & Replace 9" Concrete Pavement	222 SYD	388.4	49.50	$19,225.80
3. 2" MDOT 21AA Crushed Concrete - C.I.P.	27,840 SYD	29148.2	1.40	$40,807.48
4. 6" MDOT 21AA Crushed Concrete - C.I.P.	7,650 SYD	7786.9	3.25	$25,307.43
5. Undercut	200 CYD	0	10.00	$0.00
6. Fill, 21AA Crushed Concrete Aggregate - C.I.P	200 CYD	0	12.00	$0.00
7. Remove & Replace 6" Concrete Pavement (Drive Approaches)	150 SYD	189.4	29.50	$5,587.30
8. Remove Existing Sidewalk	4,850 SFT	4569.2	0.75	$3,426.90
9. 4" Concrete Sidewalk	2,000 SFT	1512.1	2.80	$4,233.88
10. 6" Concrete Sidewalk Ramp	3,185 SFT	2693.1	3.25	$8,752.58
11. Detectable Warning Surface	495 FT	465	28.00	$13,020.00
12. Reconstruct Drainage Structure	87 FT	154.5	50.00	$7,725.00
13. 6" Edge Drain (w/ Pea Stone Backfill)	21,000 FT	21690	5.50	$119,295.00
14. Replace Existing Catch Basin Frame & Cover w/ New EJIW 5105 Frame & Cover	31 EA	31	525.00	$16,275.00
15. Pavt Mrk, Polyurea, 6 inch, Crosswalk	700 FT	756.8	4.00	$3,027.20
16. Pavt Mrk, Polyurea, 24 inch, Stop Bar	14 FT	0	13.50	$0.00
17. Pipe in Curb Repair	2 EA	0	1.00	$0.00
18. Sprinkler Repair, 3/4" Poly Pipe	1,000 FT	0	1.00	$0.00
19. Sprinkler Repair, 1" Poly Pipe	1,000 FT	20	1.00	$20.00
20. Sprinkler Rotary Head	40 EA	5	15.00	$75.00
21. Sprinkler Spray Head	20 EA	0	10.00	$0.00

ITEM/DESCRIPTION	CONTRACT QUANTITY	ACTUAL QUANTITY	UNIT PRICE	AMOUNT
22. Color Audio-Video Recording of Project Area	1 LS	1	3,350.00	$3,350.00
23. Restoration - 3" Topsoil & Sod	1,000 SYD	0	5.50	$0.00
24. Restoration - 3" Topsoil, Fertilizer, Seed, & Hydroseeding	6,000 SYD	2789.6	3.50	$9,763.60
25. Inlet Filter	69 EA	0	1.00	$0.00
26. Traffic Maintenance and Control	1 LS	1	2,000.00	$2,000.00
DPW Catch Basin Repairs (23700700-894000 = 67%, 59956556-840000 = 33%) Change Order #1				
27. Remove Concrete Pavement & Replace 7" Concrete Pavement	SYD	$40.50	489.7	$19,832.85
28. Remove Concrete Pavement & Replace 9" Concrete Pavement	SYD	49.50	4.0	$198.00
29. 2" MDOT 21AA Crushed Concrete - C.I.P.	SYD	1.40	572.6	$801.64
30. Remove & Replace 6" Concrete Pavement (Drive Approaches)	SYD	29.50	147.6	$4,354.20
31. Reconstruct Drainage Structure	FT	50.00	59.0	$2,950.00
32. 6" Edge Drain (w/ Pea Stone Backfill)	FT	5.50	415.0	$2,282.50
33. Sprinkler Repair, 3/4" Poly Pipe	FT	1.00	10.0	$10.00
TOTAL				**$1,783,139.60**

GALUI
CONSTRUCTION CO.
33805 Harper Avenue
Clinton Township, MI 48036
Phone: (586) 294-2081 - Fax: (586) 792-8325

February 15, 2016

Scott A. Charron
Civil Engineer
City of Sterling Heights
PO Box 8009
Sterling Heights, MI 48311-8009

Re: 2014 Local Road Concrete Reconstruction Program
City Project #14-250

Dear Mr. Charron:

Since we are in agreement with the final quantities, please let this letter serve as our request for final payment on the above referenced project.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

Anthony Galui
President

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period JUNE 3, 2014 to FEBRUARY 10, 2016 A.D., 2014, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the Owner, or his agents, in addition to the regular items set forth in the contract numbered City Project #14-250, and dated June 3rd A.D., 2014, for the 2014 Local Road Concrete Reconstruction Program executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extensions of time as set forth on the itemized statement attached hereto.

There is / is not an itemized statement attached.

Date: FEBRUARY 16, 2016

By: Anthony D. Galli

ANTHONY D. GALLI

Title: VICE PRESIDENT

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
) SS
County MACOMB)

The undersigned, GALUI CONSTRUCTION INC hereby represents that on June 3, 2014 he (it) was awarded a Contract by the City of Sterling Heights hereinafter called the Owner, the 2014 Local Road Concrete Reconstruction Program in accordance with the terms and conditions of Contract Number 14-250; and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 16TH day of FEBRUARY, ~~2014.~~ 2016

Galui Construction, Inc.

By: Anthony D. Galui
ANTHONY D. GALUI

Title: VICE PRESIDENT

Subscribed and Sworn to before me, a Notary Public in and for Oakland County, Michigan, on this 16 day of February, ~~2014.~~ 2016

Mary E. A. Zahrt
Notary Public

My Commission Expires: 4/13/20

MARY E. A. ZAHRT
NOTARY PUBLIC, STATE OF MI
County of Oakland
My Commission Expires 4/13/20

MACOMB

CONSENT OF SURETY COMPANY TO FINAL PAYMENT AIA DOCUMUNT G707	Owner ☐ Architect ☐ Contractor ☐ Surety ☒ Other ☐	**Bond No. 1001008394**

PROJECT: **2014 Local Road Concrete Reconstruction Program, City Project #14-250**
(name, address)

TO: (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:

Galui Construction, Inc.
33805 Harper Ave.
Clinton Township, MI 48035

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

American Contractors Indemnity Company
601 South Figueroa Street
Los Angeles, CA 90017
, SURETY COMPANY

on bond of (here insert name and address of Contractor)

Galui Construction, Inc.
33805 Harper Ave.
Clinton Township, MI 48035
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Sterling Heights
40555 Utica Road
Sterling Heights, MI 48313
, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **19th** day of **February, 2016**

Surety Company
American Contractors Indemnity Company

Signature of Authorized Representative

Attest:
(Seal):

Jennifer A. Gareffa, Attorney-In-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert Trobec, Alan P. Chandler, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald or Jennifer A. Gareffa of Troy, Michigan

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** **********Ten Million********** **Dollars ($** **10,000,000.00** **).**
This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Michael Chalekson , Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19th day of February, 2016.

Corporate Seals

Bond No. 1001008394
Agency No. 17050

_____
Michael Chalekson, Assistant Secretary

DELIVERED MAR 1 0 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 3
Meeting: 03/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider a nomination to the City of Sterling Heights Board of Ordinance Appeals Panel II

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

		Attachments			
MC	City Clerk				
BB	Finance & Budget Director	___	Resolution	___	Minutes
JB	City Attorney (as to legal form)	___	Ordinance	___	Plan/Map
MV	City Manager	___	Contract	___	Other

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

Executive Summary:

At the March 1, 2016 regular meeting, the City Council postponed a nomination to fill a vacancy on the five-member Board of Ordinance Appeals Panel II.

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.

To fill the vacancy on the Board of Ordinance Appeals Panel II, the two-step (nomination / appointment) process is required. The City Council has the power of nomination and appointment.

The Board of Ordinance Appeals Panel II is authorized by an ordinance adopted on February 1, 2011. Panel II meets on the second Wednesday of each month at 3:00 p.m.

Applications of the residents interested in serving on the Board of Ordinance Appeals Panel II are attached. Spreadsheets indicating the applicants' preferences for appointment as reflected by their ranking of the respective boards and commissions and meeting attendance records are also attached.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to nominate _____ for consideration as an appointee to the Board of Ordinance Appeals Panel II at the April 5, 2016 regular City Council meeting.

Board of Ordinance Appeals II

(5 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/16	

Applications on File:

Brian Cole

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.

"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

3/9/2016

		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	
COLE	BRIAN	0					1							2														3	3
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	26
KIJEK	NANCY	0		3			1			4						2													4
OTTOLINI	LOUIS	0					1																	2				3	3
STOJALOWSKI	ROMAN	0					1			3						2													3
ZDZIEBLOWSKI	PAUL	0				2	3		5	1	4																		5

DELIVERED MAR 1 0 2016

City Clerk's Use

Item No: 4

Meeting: 03/15/16

CITY OF Sterling Heights

InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

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

MC

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

		Attachments			
MC	City Clerk				
BB	Finance & Budget Director	___	Resolution	___	Minutes
JB	City Attorney (as to legal form)	___	Ordinance	___	Plan/Map
MK	City Manager	___	Contract	___	Other

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

Executive Summary:

At the March 1, 2016 regular meeting, City Council postposed appointments to the following boards and commissions that currently have vacancies due to resignations:

Board / Commission	# of Vacancies	Power of Appointment	To a Term Ending
Beautification Commission	2	City Council	June 30, 2016
Economic Dev. Corp / Brownfield Auth.	1	Mayor	June 30, 2019
Ethnic Community Committee	1	Mayor	June 30, 2018

Applications of the residents interested in serving on the above-noted boards and commissions 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 _____ to a term ending June 30, 20___, 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.		06/30/16	
Unexpired Term			
2.		06/30/16	
Unexpired Term			

Applications on File:

Jazmine M. Early	(Arts Commission-exp. 06/30/18)
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
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

3/9/2016

		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	26
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
GONZALES	MANNY	0		2													1												2
GUBIN	JENNIFER	0		4		3		5			2								1	6									6
KIJEK	NANCY	0		3			1			4						2													4
LJUCOVIC	ROBERT	0		2											3						1		4						4
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	25
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	25
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	23

Economic Development Corporation/Brownfield Auth.

(9 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/19	

Applications on File:

Eric Castiglia	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Brian Cole	
Jazmine M. Early	(Arts Commission-exp. 06/30/18)
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
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	
Marko Mitkoski	
John Myers	
Joanne L. Paraventi	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Jeanne Schabath	(Arts Commission-exp. 06/30/18)
	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Howard Sizemore II	
Matthew Zarna	

Board. * shall consist of nine (9) members, not more than three (3) of whom shall be an officer or employee of the City.

"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

3/9/2016

		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	
CASTIGLIA	ERIC	1						3		A		5		2										1					5
COLE	BRIAN	0					1							2														3	3
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	26
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
JOHNSON	LAUREL	2			A				2					1					3		A			5			6	7	8
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	25
MCMARTIN	BENJAMIN	0				1				3				4					2	6								5	6
MITKOSKI	MARKO	0								1			3	2												7			4
MYERS	JOHN	0								1		2		3					4										4
PARAVENTI	JOANNE	1				8			6	A		10		5		1			2	3				7			4	9	11
SCHABATH	JEANNE	2	A							A				1							2								4
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	25
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	23

Ethnic Community Committee

(11 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/18	

Applications on File:

Abbott Basal
Mary Calabro
Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Manny Gonzales
Abul Patwary
Howard Sizemore II
Alvin Thomas
Matthew Zarna

Eleven (11) members appointed by the Mayor subject to confirmation by a majority vote of the City Council.

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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

3/9/2016

		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	
BASAL	ABBOTT	0															1												1
CALABRO	MARY	0														1	3		2										3
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	26
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
GONZALES	MANNY	0		2													1												2
PATWARY	ABUL	0															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	25
THOMAS	ALVIN	0	2														1												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	23