

July 14, 2015

**COPIES OF THE  
DISBURSEMENT  
LIST  
ARE NOW  
AVAILABLE IN  
THE  
CONTROLLER'S  
OFFICE**

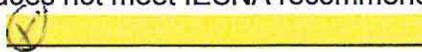
**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of [June 12, 2015] between The Detroit Edison Company ("Company") and [City of Roseville] ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated [February 11, 2013] (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	43249199	
2. Location where Equipment will be installed:	Location(s) where Equipment will be installed will be in the City of Roseville, Compson St. & Petrie St- Lincoln Dr & Pinehurst St. Roseville, Michigan 48066	
3. Total number of lights to be installed:	[2]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Description of Equipment to be installed will be to install (2) new OH fed street lights that will consist of the following: (1) 65w LED and (1) new support arm on existing "As Built" wood pole and (1) 250w HPS, (1) new 40-5 wood pole and (1) new support arm. This will be fed by existing "As Built" OH utilities and or infrastructure. Line Item 12 pertains to 65w LED only.	
5. Estimated Total Annual Lamp Charges	<b>\$378.27</b>	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	<b>\$2412.00</b>
	Credit for 3 years of lamp charges:	\$1,134.81
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$1,277.19</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement: <b>\$1,277.19</b>	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices 	
10. Customer Address for Notices:	City of Roseville 29777 Gratiot Ave Roseville, Michigan 48066	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least \_\_\_ posts and \_\_\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

[City of Roseville]

By:  \_\_\_\_\_

Name:  \_\_\_\_\_

Title:  \_\_\_\_\_

City of Roseville

Resolution No. \_\_\_\_\_

RESOLUTION OF INTENT CALLING A HEARING REGARDING THE ESTABLISHMENT OF A DOWNTOWN DEVELOPMENT AUTHORITY (DDA) AND DESIGNATION OF A DOWNTOWN DISTRICT

WHEREAS, The City of Roseville, County of Macomb, Michigan (the "City") is authorized by the provisions of Act 197, Public Acts of Michigan, 1975, as amended ("Act 197"), to create a downtown development authority, and

WHEREAS, it is necessary, for the best interest of the public, to halt property value deterioration and increase property tax valuation where possible in the business district of the City, to eliminate causes of such deterioration, and to promote economic growth, and

WHEREAS, a proposed ordinance designating a downtown district and incorporating a downtown development authority pursuant to Act 197 has been presented to the City Council, and

WHEREAS, it is necessary to conduct a public hearing in connection with the consideration of such proposed ordinance as required by Act 197,

NOW, THEREFORE, BE IT RESOLVED THAT,

1. The City Council determines that it is necessary for the best interests of the public to create a downtown development authority pursuant to Act 197 in order to halt property value deterioration and to increase property tax valuation where possible in the business district of the City, to eliminate causes of such deterioration, and to promote economic growth, and the City Council hereby declares its intention to create and provide for the operation of a downtown development authority pursuant to Act 197.
2. The downtown district subject to the jurisdiction of the downtown development authority as provided in Act 197 is hereby tentatively designated to be set forth in Exhibit A attached hereto and made part hereof.
3. There shall be a public hearing on the 11<sup>th</sup> day of August, 2015, at 7:00 o'clock p.m. in the City Council Chambers at City Hall to consider the adoption by the City Council of an ordinance creating a downtown development authority, designating the downtown district, and setting out certain procedures in connection therewith.
4. The City Clerk shall cause notice of said public hearing to be published in the Roseville-Eastpointe Eastsider, a newspaper of general circulation in the City, twice before the public hearing. The notice shall be published not less than 20 days or more than 40 days before the date set for the public hearing. The notice shall be published as a display advertisement prominent in size. The Clerk also shall cause the notice to be mailed by first class mail not less than 20 days prior to the hearing to all property taxpayers of record in the proposed downtown district as shown by the most recent tax roll of the City and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the authority is established and a tax increment financing plan is approved. The Clerk shall also post, or cause the posting of, the

notice in at least 20 conspicuous and public places in the proposed downtown district not less than 20 days before the hearing.

5. The notice of the hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING  
CITY OF ROSEVILLE  
COUNTY OF MACOMB, MICHIGAN

*ON THE FORMATION OF A DOWNTOWN DEVELOPMENT AUTHORITY AND DESIGNATION OF THE DOWNTOWN DISTRICT BOUNDARIES*

*TO ALL INTERESTED PERSONS IN THE CITY OF ROSEVILLE:*

*PLEASE TAKE NOTICE that the City Council of the City of Roseville, County of Macomb, Michigan, will hold a public hearing on the 11<sup>th</sup> day of August, 2015, at 7:00 PM in the City Council Chambers, City of Roseville City Hall, 29777 Gratiot Avenue, Roseville, Michigan, to consider the adoption of an ordinance establishing a downtown development authority for the City of Roseville and designating the boundaries of the downtown district in connection therewith, pursuant to Act 197 of the Public Acts of Michigan of 1975, as amended.*

PROPOSED BOUNDARIES

*The boundaries of the proposed downtown district within which the downtown development authority shall exercise its powers are generally along property fronting Gratiot Avenue and Utica Road from Martin Road to 12 Mile Road, and more specifically as follows:*

*\*Full legal description to be inserted here.*

*At the public hearing, all citizens, taxpayers and property owners of the City of Roseville desiring to address the City Council shall be afforded an opportunity to be heard in regard to the establishment of the authority and boundaries of the proposed downtown district.*

*FURTHER INFORMATION may be obtained from the City's Department of Community and Economic Development.*

*This notice is given by order of the City Council of the City of Roseville, County of Macomb, Michigan.*

AYES:

NAYES:

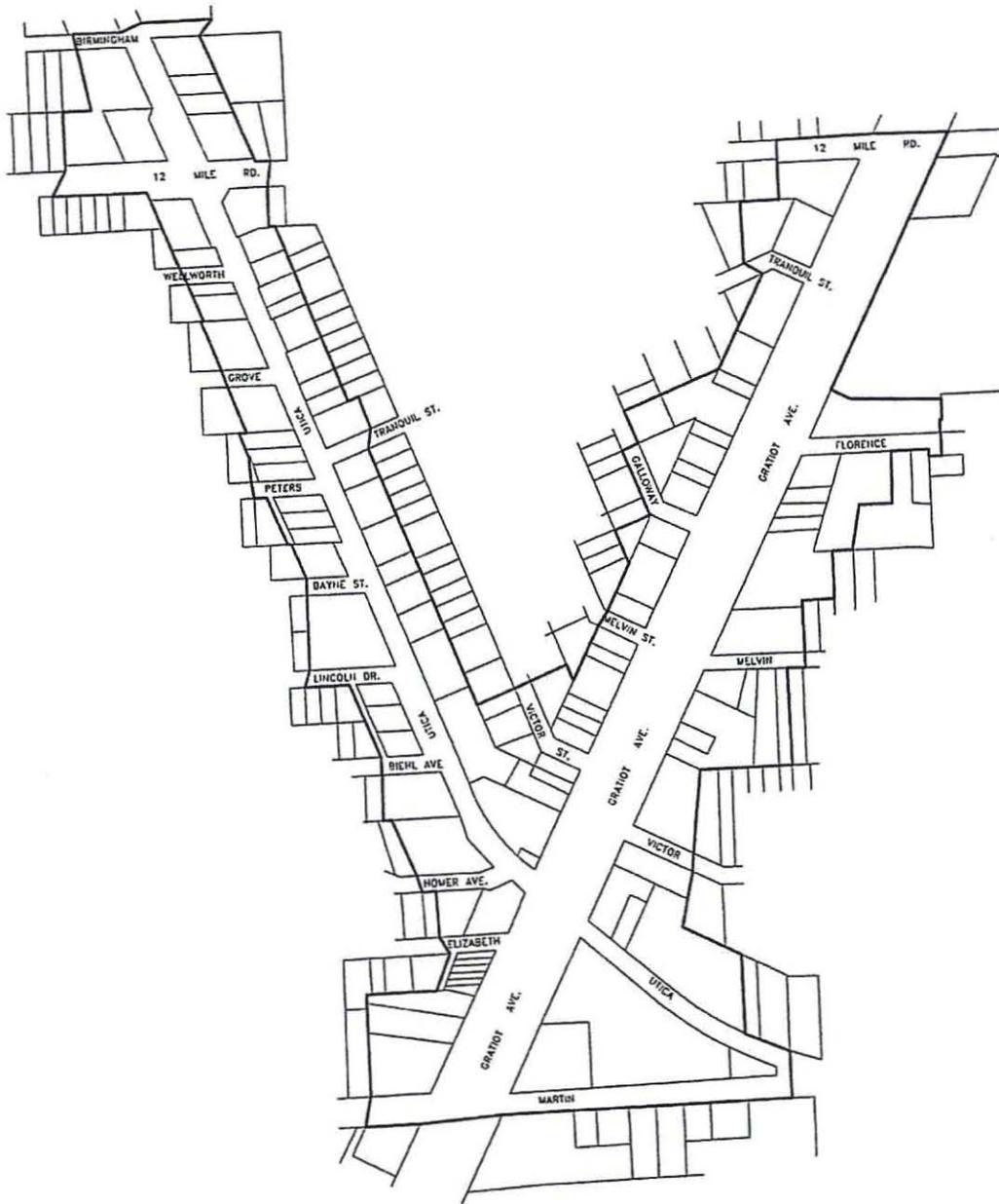
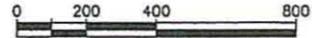
ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION ADOPTED.

# SKETCH OF DESCRIPTION

ANDERSON, ECKSTEIN AND WESTRICK, INC.  
 51301 SCHOENHERR ROAD  
 SHELBY TWP., MI. 48315  
 PHONE: (586) 726-1234  
 FAX: (586) 726-8780  
 aewinc@aewinc.com  
 www.aewinc.com



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CERTIFY TO:	CITY OF ROSEVILLE	SEC: 17	CITY: ROSEVILLE	AEW NO.: 0100-0431
ADDRESS:	29777 GRATIOT AVENUE	COUNTY: MACOMB		DRAWN BY: KJP
CITY, ST., & ZIP:	ROSEVILLE, MI 48066	PLAN NO.:	BOOK NO.:	CHECKED BY: RHB
		SCALE: 1"=400'		SHEET 1 OF 8

City of Roseville

Resolution No.

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR THE RECONSTRUCTION OF THE FULL LENGTH OF EDISON DRIVE FUNDED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) TRANSPORTATION DEVELOPMENT FUND CATEGORY A PROGRAM

WHEREAS, The City of Roseville is applying for funds through the Michigan Department of Transportation's (MDOT) Transportation Economic Development Fund Category A Program to reconstruct the full length of Edison Drive.

WHEREAS, the Michigan Department of Transportation (MDOT) requires formal commitment from the public agency that will be receiving grant funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized Scott A. Adkins, City Manager, to act as agent on behalf of the City of Roseville to request Transportation Economic Development Fund Category A Program funding, to act as the applicant's agent during project development, and to sign a project agreement upon receipt of funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering, design and construction, permit fees, administrative costs, cost overruns, and matching funds equal to 33.91% of the overall project cost.

BE IT FURTHER RESOLVED THAT, the City commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category A Program funding.

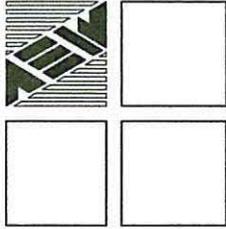
AYES:

NAYES:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION ADOPTED.



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**

51301 Schoenherr Road, Shelby Township, Michigan 48315  
Civil Engineers • Surveyors • Architects 586-726-1234

July 6, 2015

Scott Adkins, City Manager  
City of Roseville  
29777 Gratiot Avenue  
Roseville, Michigan 48066

Reference: Park Street and Frank Street Reconstruction Project  
City of Roseville  
AEW Project No. 0100-0432

Dear Mr. Adkins:

On Thursday, June 25, 2015, two (2) bids were received for the project referenced above. Our office has checked the bid tabulation and a copy is attached for your use. The low bidder is Florence Cement Company with a total bid amount of \$1,506,397.50.

We have worked with Florence Cement Company on similar projects in the City of Roseville as well as other nearby communities and are satisfied with their performance.

Based on our experience, availability of funds and bids submitted, we recommend a contract for the **Park Street and Frank Street Reconstruction Project** be awarded to **Florence Cement Company**, 12585 23 Mile Road, Shelby Township, MI 48315 in the amount of **\$1,506,397.50**.

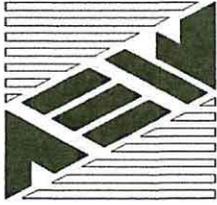
If you have any questions or need additional information, please advise.

Sincerely,

Michael A. Vigneron, PE

Enclosure: Bid Tabulation

cc: Paul VanDamme, Purchasing  
Steve Wietecha, Engineering



## TABULATION OF BIDS

City of Roseville  
Park Street and Frank Street  
Reconstruction Project  
AEW PROJECT NO. 0100-0432

DATE: 6/25/2015  
TIME: 11:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.  
51301 Schoenherr Road  
Shelby Township, MI 48315

### VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>	<i>TOTAL BID</i>	<i>TOTAL BID WITH CREW</i>
			<i>DAYS</i>
1	Florence Cement Company	\$ 1,506,397.50	\$ 1,573,597.50
2	Major Cement Company	\$ 1,840,570.50	\$ 1,879,770.50