

CITY OF STERLING HEIGHTS

Special Meeting of the  
Corridor Improvement Authority  
Velocity Building  
6633 18 Mile Road  
Sterling Heights, MI 48314  
August 19, 2021

8:00 AM

The Corridor Improvement Authority is conducting its meeting on August 19, 2021 by telephone conference.

This meeting will take place at 8:00 a.m., on August 19, 2021 by Zoom videoconference and teleconference. To access the meeting, members of the public must dial in using the following telephone conference number: Dial In: 1-929-205-6099 . When prompted, enter the following Meeting ID Number: 938 8526 3448 and passcode 251358.

*All public participants wishing to participate by telephone will be placed on hold in a virtual "waiting room" until the meeting starts (8:00 a.m.). All members of the public will be muted during the business portion of the meeting.*

*Those wishing to participate in Public Comment will then be recognized by the Chair and asked whether that person has a comment at that time. When prompted, you should indicate your desire to address the CIA Board and be recognized by the Chair. Please be advised that there could be delays based on the number of calls received.*

*Members of the public will be afforded three (3) minutes each to address the CIA Board under Public Comment. The Chair, with CIA Board approval, may shorten this time in order to provide all members of the public a reasonable opportunity to speak.*

*As always, residents are encouraged to email any questions they may have on any agenda item to the LDFA at [cityhall@sterling-heights.net](mailto:cityhall@sterling-heights.net).*

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES OF June 14, 2021

New Business

1. To consider the proposal from Design Workshop to increase the project scope by \$9,600 at the request of City Staff to produce additional 3D façade renderings as part of the final Van Dyke Avenue Master Plan.
2. To consider approval of budgeting \$25,000 for contracted services within the CIA District.
3. 8300 Riverland Land Purchase Update

OLD BUSINESS

BOARD MEMBERS REPORT

PUBLIC COMMENT

ADJOURNMENT

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

CITY OF STERLING HEIGHTS  
CORRIDOR IMPROVEMENT AUTHORITY  
MINUTES OF THE SPECIAL MEETING  
June 14, 2021 – 8:00 a.m.  
Zoom Teleconference

Draft

The meeting was called to order at 8:02 a.m.

**Pledge of Allegiance**

Members present: Robert Artymovich, Jason Castor, Michael D'Agostini, Thomas Kavulich

Members absent: Richard Leja

Also in attendance: Luke Bonner, CEO Bonner Advisory Group, Senior Economic Development Advisor – City of Sterling Heights; Kathryn Quell, Building Services Specialist – City of Sterling Heights

**Motion to Approve the Agenda**

Moved by D'Agostini, supported by Castor to approve the agenda as presented.

Ayes: All

Nays: None

Motion carried.

**Motion to Approve the Minutes of April 22, 2021 Special Meeting**

Moved by D'Agostini, supported by Kavulich to approve the minutes as presented.

Ayes: All

Nays: None

Motion carried

**New Business**

**To consider the approval of the letter of intent to purchase 8300 Riverland Drive; authorize execution of a purchase agreement; and authorize all due diligence related expenses.**

Mr. Bonner stated that the property is in a flood plain. The interest is in providing connectivity with the Dodge Park river system. Mr. D'Agostini asked how much of the wetland is usable. Mr. Bonner stated probably ½ acre after the cut and fill process. If the City acquires two parcels on either side it would equal 4 acres, giving one acre for future development. Mr. Castor stated that the property is buildable, depending on how much you want to invest in it. Mr. D'Agostini stated it is a worthless property. Mr. Bonner stated the City assessing department has the property valued at \$82,000. He said that he will be going back to the seller once a purchase agreement is approved and ask for a lower number. Mr. Bonner said he will use the appraisal to

and renegotiate. Mr. D'Agostini said he would approve the letter of intent under conditions to come back to the Board after the appraisal comes in. He asked what is the due diligence. Mr. Bonner stated 60 days due diligence with a \$5000 deposit and 45 days to close. Mr. Artymovich asked about the two adjoining lots. Mr. Bonner stated the east lot went under contract last week and the west was listed. Mr. Artymovich stated this is piecing together and inquired as to access. Mr. Bonner stated the access is by the bridge.

Moved by D'Agostini, supported by Kavulich to approve to the letter of intent to purchase 8300 Riverland Drive; and authorize all due diligence related expenses and return to the Board for future consideration.

Ayes: All

Nays: None

Motion carried.

**Motion to consider adopting the Van Dyke Avenue Plan prepared by Design Workshop as the Master Land Use Strategy for the Corridor Improvement Authority District.**

Mr. Bonner stated that the CIA formed in 2008 consisting of the tax increment finance plan, which is how the CIA gains revenue and the development plan consisting of what the authority spends money on. The two plans are quite generic and since 2008 some façade guidelines were established. The District did not have a bigger picture vision for land uses and recreational strategy. The Van Dyke Avenue Plan details what the District looks like as new development takes place. It allows for uses not currently contemplated and allows the ability to have multiple uses with an emphasis on branding, setting forth a better purpose to achieve vision. The request is to officially adopt a Master Land Use Plan for the District. Mr. Kavulich stated that the plan looks fantastic for overall use of the District.

Moved by D'Agostini, supported by Kavulich to adopt the Van Dyke Avenue Plan prepared by Design Workshop as the Master Land Use Strategy for the Corridor Improvement Authority District.

Ayes: All

Nays: None

Motion carried.

**Old Business**

**Board Members Report**

**Public Comment**

**Adjournment**

Moved by D'Agostini, supported by Kavulich to adjourn.

Ayes: All

Nays: None

Motion carried.

The meeting adjourned at 8:26 am

KQ

## PROJECT DESCRIPTION

The Corridor Improvement Authority (CIA/"the client") is engaging Design Workshop ("DW") to produce ten renderings/visualizations of several improvement projects to be undertaken by the City and CIA.

## SCOPE OF SERVICES

**Task 1:** Labor and coordination with a rendering vendor to create two (2) highly articulated, photo-realistic urban design renderings of two sites, including:

- The proposed Brewery development and adjacent public space between 18-1/2 Mile Road and 19 Mile Road
- The future park space and development on the site of the former Riverland Amusement Park along Van Dyke Avenue

Task 1 includes two online meetings with the client team to 1) choose specific viewports and provide direction to renderer, and 2) provide feedback on final scene composition, elements, and atmosphere.

**Expenses:** rendering vendor per-rendering cost

## INITIAL INFORMATION

Client shall provide the following information or services as required and available for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein, but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Any necessary documents and technical data associated with public land
2. Site photography for each of the ten chosen sites (photography should include a variety of angles and compositions)
3. 3D models of proposed projects (as available)
4. Any additional documentation of guidance from the client that will direct visualization development
5. Images of any specific graphic elements desired for each visualization

## PROJECT CONDITIONS

1. Client coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders, beyond coordination described in the above scope of services.
2. Design Workshop uses Adobe Photoshop for all visualization production. Final visualizations will be delivered to the client in high-resolution JPG images.

## PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing

services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Revisions to project area or project scope of work
  - a. Major revisions to image viewport, composition, location, or other critical features following the first client coordination meeting;
2. Additional Graphic Deliverables
  - a. Alternate design directions and/or alternate solutions after the completion of those described in the above scope of services;
  - b. Preparation of additional marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
3. Meetings and Site Visits
  - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
4. Sub-Consultant Services
  - a. Only subconsultants listed herein are part of the scope of services

Design Distill, Inc.  
5 Upland Rd, Suite 3,  
Cambridge, MA 02140

## PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

### **Principal-in-Charge**

Manisha Kaul will serve as Principal-in-Charge of the Project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

### **Project Manager**

Chris Freda will serve as the Project Manager for the Project and will also be responsible for leading the design and production efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of Design Workshop's consultant team.

## SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

1. Work will commence the week of July 19, 2021, following Design Workshop's receipt of necessary material from the client;
2. Work is expected to conclude no later than September 30, 2021 with Design Workshop's delivery of final products to the client.

## FEES AND EXPENSES

### 1. BASIC SERVICES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$9,600.00.

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be as follow:

- Design Workshop shall be entitled to compensation in accordance with this Agreement for all services performed.
- Design Workshop's fee shall be equitably adjusted if the scope of the work is increased by pre-authorized changes to the scope by the client.

### 2. REIMBURSABLE EXPENSES

Reimbursable Expenses associated with the above Scope of Services are included in the lump sum compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses will be part of the total percentage completed billed to the client each month. Expenses associated with the above Scope of Services will not be itemized in Design Workshop's billing.

### 3. RETAINER

As an existing client of Design Workshop's, the Client will not be charged a retainer for this effort. All invoices must be paid prior to release of the final documents.

### 4. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule (Attachment C). Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

## PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.



## ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and the Corridor Improvement Authority.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

## DESIGN WORKSHOP, INC.

By:   
Title: Principal/ Office Director Chicago

Date: 09 July 2021

## APPROVED BY CLIENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## NOTES:

1. Attachment A: Contract Provisions
2. Attachment B: Design Workshop 2021 Published Billing Rates Schedule

## Attachment A

### Contract Provisions

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Design Workshop may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Design Workshop's performance, and the value of the services provided to Client. If Client does not pay Design Workshop within thirty (30) days of the date of billing and Design Workshop consults with an attorney for collection, then, in addition to all sums due, Client agrees to pay all costs incurred by Design Workshop associated with collection, including Design Workshop's reasonable attorney's fees and reasonable court costs. Additionally, in the event Client brings any claim(s) against Design Workshop in any lawsuit, arbitration, or other form of binding dispute resolution (hereinafter "Proceeding"), if Client is not the prevailing party in its claim(s) against Design Workshop or if Design Workshop is dismissed from the Proceeding for any reason (including by stipulation, agreement, court order, or voluntary withdrawal of claims by Client), then Client shall pay all costs incurred by Design Workshop associated with defending against the claim(s), including Design Workshop's reasonable attorney's fees and reasonable court or arbitration costs.
2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Design Workshop may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Design Workshop may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Design Workshop's services. No notice of Design Workshop's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Design Workshop harmless from any and all liability arising out of Design Workshop's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Design Workshop against any and all claims for liability asserted by any project participant for any action taken by Design Workshop under this paragraph.
3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Design Workshop shall be renegotiated prior to resumption of services by Design Workshop. Such renegotiation shall include a fee for remobilization costs incurred by Design Workshop. In the event that this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation due hereunder within 30 days of receipt of a final invoice from DW. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
4. Design Workshop reserves the right to raise hourly rates at its own discretion during the course of this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
5. All drawings, specifications and other work product, including those in electronic form, prepared by or through Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the Client on another project, except by agreement in writing between Design Workshop and Client.

Any unauthorized use of the Instruments of Service without Design Workshop's consent shall be at the Client's sole risk and without liability to Design Workshop. The Client shall indemnify and hold harmless Design Workshop, and Design Workshop's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project.

Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Agreement represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.

7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Design Workshop shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same manner and similar locality under the same or similar circumstances. Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.
10. All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

<b>If to Design Workshop:</b>	<b>If to Client:</b>
Manisha Kaul, Principal	
125 S. Clark Street, Suite 660	
Chicago, IL 60603	
Telephone: 312 471-6696	Telephone:

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

11. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
12. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Client shall not assign this Agreement without the consent of DW.
13. This Agreement may be amended or modified only by written instrument executed by both parties.
14. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
15. This Agreement shall be governed by the Laws of the State of Colorado. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in the City and County of Denver, State of Colorado.
16. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.
17. This Agreement represents the entire and integrated agreement between Client and Design Workshop and supersedes all prior negotiations, warranties, representations, promises or agreements, either written or oral, and with direct or indirect, connected in any way with this Agreement. Client agrees that it is not relying on, and Design Workshop has not bound by, any representations, claims or promises made by Design Workshop or any of its agents or employees, or contained in any marketing or other materials, unless they are expressly included in this Agreement.
18. Client and Design Workshop acknowledge that achieving any performance objectives is dependent upon many factors beyond Design Workshop's control, such as Client's use and operation of the project; the work provided by other contractors and consultants; and interpretation of the finished project by any applicable authority or inspection agency. Performance objectives can include sustainability environmental goals, economic goals, social goals and other similar objectives that can be measured. Accordingly, Design Workshop does not warrant or guarantee that the project will achieve any performance objectives unless expressly stated otherwise in this Agreement.

**Other conditions**

*(Insert additions and modifications to the Standard Contract Provisions.)*

## ATTACHMENT B: DESIGN WORKSHOP 2021 PUBLISHED BILLING RATES SCHEDULE

PRINCIPAL:	\$225/HR - \$400/HR
ASSOCIATE/PROJECT MANAGER	\$150/HR - \$175/HR
PROJECT DESIGNER:	\$90/HR - \$110/HR
PROJECT ASSISTANT	\$80/HR - \$100/HR
INTERN:	\$65/HR

Note: Other Project Specialists will be billed at their applicable billing rates not to exceed \$225