

1. November 15, 2016 Agenda

Documents:

[11-15-16 - COUNCIL AGENDA.PDF](#)

2. November 15, 2016 Packet

Documents:

[11-15-16 - COUNCIL PACKET.PDF](#)

2.I. Item #1. Backup - Verandas Brochure

Documents:

[VERANDAS_BROCHURE.PDF](#)

3. November 15, 2016 Report

Documents:

[11-15-16 - REPORT.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, NOVEMBER 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

PUBLIC HEARING

- 1. To consider the application by Maple Lane Holdings LLC for a Planned Unit Development on 288 acres situated north of 14 Mile Road, west of Maple Lane Road, PPCM-1161.**
- 2. CONSENT AGENDA**
 - A. Approval of Minutes
Regular Meeting of November 1, 2016**
 - B. Approval of Bills**
 - C. To authorize the City Attorney to pursue all available remedies to abate the code violations and nuisance conditions existing at 36950 Dequindre Road.**

D. To set a public hearing on the proposed Parks, Recreation and Non-Motorized Master Plan 2017 – 2021.

E. To approve Agreements for Professional Architectural Services for Construction of Park Improvements.

CONSIDERATION

- 3. To consider approval of memorandums of understanding between the City of Sterling Heights and MAPE Professional and Technical Employees and MAPE Supervisory Employees Union (Presentation – City Manager).**

COMMUNICATIONS FROM CITIZENS

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

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

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

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

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

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

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

UNFINISHED BUSINESS

NEW BUSINESS

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

ADJOURN

Clerk of the Council

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

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

**MAYOR
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CITY MANAGER'S REPORT

November 15, 2016 --- CITY COUNCIL MEETING

A. THANKSGIVING HOLIDAY

- **Hours of Operation**

In observance of Thanksgiving, **City offices will be closed** for business on **Thursday, November 24 and Friday, November 25**. The municipal offices include City Hall, Public Library, Parks & Recreation Center, Senior Active Life Center, 41-A District Court, and the Nature Center. Hours of operation will resume on Monday, November 28.

- **Refuse Collection**

The City's refuse collection will be delayed one day the week of Thanksgiving – Thursday's collection (November 24) will be on Friday (November 25) and Friday's collection (November 25) on Saturday (November 26).

B. A STERLING CHRISTMAS

The 40th annual **A Sterling Christmas** will be held on **Saturday, December 3, 2016 at 5:45 pm – 8:30 pm in Dodge Park**. The **Official Ceremony will begin at 6:00 pm** and a variety of family fun activities will be offered, including: Tree Lighting, Holiday Music & Caroling, Visit with Santa, Horse-drawn Wagon Rides, and more! Canned & boxed food will be collected for the needy.

C. CYBER STEM (Presentation)

D. MISCELLANEOUS

Respectfully submitted,



Mark D. Vanderpool, City Manager

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider the application by Maple Lane Holdings LLC for a Planned Unit Development on 288 acres situated north of 14 Mile Road, west of Maple Lane Road, PPCM-1161.

Submitted By: Office of Planning

Contact Person/Telephone: Christopher McLeod, City Planner, 586/446-2384

Administration (initial as applicable)

Attachments

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

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

Executive Summary

Background – Maple Lane Holdings LLC, a Michigan limited liability company (Applicant), acquired the Maple Lane Golf Club situated on 14 Mile Road, west of Maple Lane Road in 2015. Since acquisition, Applicant has continued to successfully operate the golf course while undertaking a thorough market analysis as to options to enhance the facilities through redevelopment of the 288-acre site.

Applicant, through strategic partner Mocerri Companies, unveiled plans for Verandas, which is described as:

*...ideal and convenient living for those **55 AND OLDER**. With 807 homes, on 288 acres, the Verandas will include cottages, townhouses, duets, and ranch homes, two and three-bedroom apartments and a senior living community.*

Other features of the Verandas community include:

The Veranda – the epicenter of the Verandas community. Located at the entry of the development, and beautifully appointed with state-of-the-art fitness and wellness center, indoor and outdoor pools, classrooms, a pro shop and full-service restaurant.

Maple Lane at Verandas – the new Maple Lane Golf Club will include a redesigned golfing experience by noted designer Ray Hearn. The new lay-out will feature an 18-hole championship course and an illuminated 9-hole Par 3 course for daytime and evening golf.

Verandas Planned Unit Development – Applicant is requesting approval for the Verandas Planned Unit Development (PUD). Under §22.03 of Zoning Ordinance No. 278, the intent of a PUD is "...to encourage innovation and to allow more efficient use of land through the use of regulatory flexibility in the consideration of proposed land uses within the city consistent with the requirements of the city's Master Land Use Plan. It is the further intent to replace the usual approval process involving rigid use and bulk specifications by the regulations contained in this Section and by the utilization of an approved development plan."

In terms of the approval process for the PUD, the Planning Commission is required to review the proposal, conduct a public hearing, and make a report and recommendation to the City Council. The Planning Commission conducted the required public hearing on October 13, 2016. After receipt of public comment and a thorough review, the Planning Commission recommended approval of the concept plan for the proposed PUD by a 6-0 vote (3 members absent).

The City Council is also required to conduct a public hearing on Applicant’s PUD application. If the City Council approves the PUD application, Applicant’s detailed concept plan for the Verandas will be implemented pursuant to the terms and conditions of an agreement executed between the City and Applicant. A copy of the concept plan and PUD Development Agreement are attached for reference.

Verandas PUD - The proposed Verandas PUD consists of 807 residential units to be constructed in phases on the existing 288 acres. The proposed residential developments will be largely situated within the interior of the existing golf course. The exterior will be reconfigured for a championship 18-hole Maple Lane Golf Club, as well as a nine (9) hole “Par 3” illuminated golf course. Both courses will be open to the public and to City residents at discounted rates. The aforementioned Veranda will service patrons of the golf courses as well as residents of the Verandas. This 30,000 square foot facility will provide a multitude of services, including pro shop, restaurant, wellness center, swimming pools, and more. Applicant believes this will be a dramatic transformation of the existing Maple Lane Golf Club that has operated as a 54-hole golf course for nearly ninety (90) years. To facilitate the redevelopment of the golf course

The Verandas PUD concept plan identifies the following distinct residential options:

Single-Family Residential	277 units
Duplexes (Duets)	116 units
Fourplexes	110 units
Townhomes	144 units
Senior Housing Units	<u>160 units</u>
	807 units

These residential units will be concentrated on the interior of the Verandas PUD. The perimeter of the existing golf course will largely remain open “green” space. Along the western and northern property lines that abut the well-established residential developments, the new championship golf course will continue to provide a significant buffer from the new residential phases. In those instances where the duplexes (duets), fourplexes or senior housing units abut existing single-family residences, landscaping buffering, as offered at the Planning Commission meeting, will be provided in addition to solid screen fence.

The Zoning Ordinance’s PUD option permits greater flexibility in terms of lot size, configuration, setbacks, and other traditional zoning requirements. This flexibility allows a developer to create unique developments that not otherwise achievable should the strict standards of the Zoning Ordinance are applied.

The Verandas PUD modifies the following conventional requirements from the Zoning Ordinance:

I. Single Family Residential Units

Requirement	Standard	PUD Request
Lot Width	80 Feet	46 Feet
Front yard setback	30 Feet	Approx. 20 Feet
Side yard setback	5/15 Feet	5/10 Feet
Rear yard setback	35 Feet	35 Feet (Plus Porch Encroachments)

II. Two Family Units

Requirement	Standard	PUD Request
Separation Between Buildings (side to side)	20 Feet	15 Feet

III. Multiple Family Units

Requirement	Standard	PUD Request
Front Yard Setback (Local)	35 Feet from Usage Line	Approx. 25 Feet from Usage Line
Separation Between Buildings	Min. 30 Feet	15 Feet

IV. Senior Assisted Living

Requirement	Standard	PUD Request
Parking Setback Front Yard	35 Feet	Varies (10 Feet Plus)

Additional PUD modifications could arise due to the fact that some property lines have not yet been established in the Verandas PUD concept plan.

Allowable Density.

The maximum permitted densities within a PUD are governed by the zoning district in which the uses are located. The existing zoning for the site is R-80. The overall dwelling density for single or multiple family residential districts cannot exceed the maximum dwelling unit density computed for the entire gross site area based on the allowable density of the underlying zoning district.

The yield plan provided by Applicant under the existing R-80 zoning depicts a total of 808 residences could be constructed on eighty (80) foot wide lots while preserving a total of fifteen (15) acres of open space within the floodplain area. This yield plan contemplates the elimination of all golf course operations. The applicant has also submitted a second yield plan developed under the City's Open Space Subdivision option. This yield plan depicts a total of 994 homes on the same 288 acres.

As previously highlighted, the Verandas PUD concept plan yields 807 units on the 288 acres. This acreage includes the two (2) golf courses and the Veranda multi-purpose facility. Consequently, the Verandas PUD yield (807 units) does not exceed the density that would be realized if the property were developed under the existing R-80 zoning (808 units), with limited preservation of open space.

Sidewalks.

The Verandas PUD concept plan provides a sidewalk plan for the entire development. Interior sidewalks are being provided on both sides of the majority of interior private streets; the exception being the north side of the main boulevard from the proposed Blossom Way East to Ray Hearn Way. Perimeter sidewalks will be constructed along the entire frontage of 14 Mile Road and a portion of Maple Lane Road from the proposed Verandas Boulevard to the north property line. Applicant proposes to escrow with the City 100% of the cost of a future sidewalk installation along the west side of Maple Lane Road, from the south curb of Verandas Boulevard to where it intersects with 14 Mile Road. To facilitate the construction of this portion of public sidewalk, Applicant also will deed right of way to the City for future roadway expansion and bridge improvements on the west side of Maple Lane Road.

Upsize Improvement to Required Water Main.

Applicant has offered to install a 16" diameter water main from 14 Mile Road and Verandas Boulevard north and east along Verandas Boulevard to Maple Lane Road, which is in excess of the required 12" diameter water main. The upsizing of the water main is desirable to City in that its location will substantially reduce future City maintenance costs by avoiding the installation of a separate 16" diameter water main in the vicinity of the Red Run Drain or within the flood plain. The City will reimburse Developer the sum of Sixty Thousand Two Hundred Forty

Eight and 12/100 Dollars (\$60,248.12) by check or by a credit against future water bills for the Verandas Community for the additional costs associated with the installation of the 16" water main.

Preservation of Golf Course Open Space.

As previously noted, Applicant can develop the site with a high density single family residential (R-80) development that eliminates the open space and public golf course amenity. Conversely, the Verandas PUD preserves significant open space and provides for an 18-hole Championship golf course within the City. To achieve this desirable result, Applicant will incur substantial cost associated with the redesign of the golf course, including extensive reseeding and watering, particularly during the initial stages of redevelopment. Because of the lack of well water or other usable water in the area, Applicant has requested a one-time, temporary, adjustment in sewer fees to purchase City Water for the *initial* irrigation to render the redevelopment economically feasible. In consideration of Applicant's commitments set forth in this PUD Agreement, the City proposes to allow Applicant the one-time limited adjustment, as requested, for the time period of January 1, 2019 and December 31, 2021, for the initial irrigation of the golf courses. This equitable adjustment will not apply, however, to (i) any water usage charges, (ii) any water meter charges, (iii) any sewer charges related to use, operation, or redevelopment of the Property, including the residential and assisted living uses developed upon it, or the operation of the Verandas clubhouse and banquet facility, or (iv) the small periodic standard fixed sewer charge.

Roadways and Traffic.

The overall Verandas development will be served by one main boulevard traversing the site from 14 Mile Road to Maple Lane Road. This will provide one entry/exit on to Maple Lane Road and one (1) entry/exit onto 14 Mile Road. No additional roadways or driveways will be provided to the external road system. It is noted that one (1) maintenance/emergency access is also provided at the far southwest corner of the site accessing 14 Mile Road. However, this driveway is not intended to service any of the residential or golf traffic generated by the development. All internal streets within the Verandas development will be private roads with appropriate easements allowing public access.

The Verandas concept plan is geared to active senior living that typically generates much less traffic than traditional single family or even multiple family developments. Traffic generation is typically less with a senior or retiree-oriented development due to the fewer number of persons living in each dwelling unit and the reduced need for trips. Further, the "peak" time traffic impacts are typically less due to the fact that seniors can schedule their trips whenever it is convenient to do so. Typically, single family households conduct many of their trips during AM and PM peak times on their way to and from work.

Process.

Once a PUD concept plan has been approved by City Council, administrative site plan review in accordance with Article 26 of the Zoning Ordinance is required for each phase of the concept plan and in accordance with the terms and conditions of the approved PUD agreement.

Timeframe.

- Final site plan approval must be obtained within twelve (12) months of the PUD concept plan approval.
- Building permits must be obtained within eighteen (18) months of the PUD concept plan approval.
- Complete site development must occur within thirty (30) months of the PUD concept plan approval.

Applicant has indicated that the overall Verandas development will take between twelve (12) to fifteen (15) years to complete based on the anticipated absorption rate of the market. Further, that the initial phase of the development will take thirty (30) months from the time of City Council approval. The Zoning Ordinance allows the City Council to extend these time frames upon a request from the developer/owner.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the application by Maple Lane Holdings LLC for a Planned Unit Development on 288 acres situated north of 14 Mile Road, west of Maple Lane Road, PPCM-1161, subject to the terms and conditions set forth in the Verandas Planned Unit Development Agreement, and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.

**DEVELOPMENT AGREEMENT FOR
VERANDAS PLANNED UNIT DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR VERANDAS PLANNED UNIT DEVELOPMENT ("Development Agreement"), dated this ____ day of November, 2016, by and between MAPLE LANE HOLDINGS LLC, a Michigan limited liability company, whose address is 3005 University Drive, Auburn Hills, Michigan 48326 ("Developer"), and the CITY OF STERLING HEIGHTS, a Michigan municipal corporation, whose address is 40555 Utica Road, Sterling Heights, Michigan 48313 ("City"), to confirm certain rights and obligations relating to development and use of an approximately 288.2 acre development located in the City of Sterling Heights, more particularly described on the attached and incorporated Exhibit A (the "Property").

RECITALS

A. Developer is the owner of all legal and equitable title to the Property and is the developer and proprietor of a proposed planned unit development encompassing the Property to be known as "Verandas Planned Unit Development", which development is sometimes also referred to herein as the "PUD," the "Verandas PUD", the "Verandas Community" and the "PUD Development." The Property is currently zoned R-80 One Family Residential District except for one eight acre parcel which is zoned O-2 Planned Office District zoning. The current zoning permits 808 single family homes or 994 single family homes under the Planned Subdivision Option and the One Family Cluster Option designed to preserve open space.



B. Developer, representing and providing evidence to the City that it has the full power and authority to bind the Property, has applied for approval of the Verandas PUD pursuant to Section 22.03 of the City of Sterling Heights Zoning Ordinance ("Zoning Ordinance") and Code of Ordinances (collectively referred to as the "City Ordinances").

C. At its meeting on October 13, 2016, the Sterling Heights Planning Commission ("Planning Commission") held a public hearing and after doing so, recommended approval of the concept plan for the Verandas PUD as defined in Recital F below ("Concept Development Plan"), subject to certain conditions as further set forth herein.

D. At its meeting on November 15, 2016, the City Council of the City of Sterling Heights ("City Council") conducted another public hearing on the Concept Plan and Verandas PUD, subject to certain conditions as set forth herein.

E. The Planning Commission and City Council found that approval of the Verandas PUD would encourage innovation and allow more efficient use of the Property through regulatory efficiency by establishing a comprehensive physical development plan describing functional use areas, density patterns, vehicular and pedestrian circulation and preserving natural vegetation and open space.

F. As part of its application for approval of the PUD, Developer has submitted an overall site layout ("Site Layout") showing the layout of the proposed PUD Development. The Site Layout is included in a book of documents entitled "Verandas Active Luxe Villages" ("Concept Plan Book"), which has been supplemented by Developer with additional information and commitments developed after the initial printing of the Concept Plan Book and contained in this Development Agreement and shown on Exhibit B attached hereto which is subsequently referred to in this Development Agreement as the "Final Concept Plan Book". The Site Layout and Final Concept Plan Book, when taken together, cover the entire

Property, describe Developer's proposed development and commitments to the City and the community, and are, collectively, referred to in this Development Agreement as the "Concept Development Plan." The approved Concept Development Plan initialed by the authorized member on behalf of Developer and by the Mayor and City Clerk on behalf of the City is on file with City and available for public inspection, and a second initialed copy is in the possession of the Developer. An original copy of this Development Agreement will be recorded in the records of the Macomb County Register of Deeds after execution by authorized representatives of Developer and the City.

G. Developer has agreed to construct certain improvements, and to proceed with other undertakings set forth in this Development Agreement (as defined in Section 1 below), all of which Developer and the City have agreed are necessary and roughly proportional to the burdens imposed, in order to protect the natural environment and conserve natural resources, to provide recreational appurtenances and environments for the people of the City, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally and economically desirable manner, to make a variety of housing opportunities available to the City's growing senior population, and to achieve other legitimate objectives authorized under the Zoning Ordinance and Michigan Zoning Enabling Act ("Zoning Enabling Act"), as amended from time to time (being MCL 125.3101 *et seq.*).

H. The parties wish to enter into this Development Agreement to set forth their understandings and agreements with respect to the development of the Verandas PUD on the Property.

NOW, THEREFORE, as an integral part of the approval of the Concept Development Plan, and in consideration of the mutual covenants contained herein, IT IS AGREED:



1. **Development as PUD.** The Property shall be developed only in accordance with: (a) this Development Agreement; (b) the Concept Development Plan; (c) such modifications to the Concept Development Plan and this Development Agreement as authorized by this Development Agreement, (d) all applicable City Ordinances, except as otherwise modified or varied in Sections 8 and 21 of this Development Agreement. All of the foregoing documents, plans, ordinances, and approvals are together referred to in this Development Agreement collectively as the "PUD Documents."

2. **Development Summary.** The Verandas PUD shall consist of ten (10) distinct interconnected areas referred to as "Community Areas" in which different types of development shall be permitted as described more fully in the Concept Development Plan. In summary, the Community Areas consist of the following:

NAME OF AREA	NUMBER OF UNITS	AREA IN ACRES
GOLF COURSE	N/A	157.6
OPEN SPACE	N/A	10.0
CLUBHOUSE	N/A	8.0
BLOSSOM LANE	160 ROOMS**	6.6
BARNS	N/A	4.0
COTTAGES	72 SINGLE FAMILY HOMES	14.8
GROVES	205 SINGLE FAMILY HOMES/20 DUETS	42.0
TERRACES	108 STACKED FLATS/ 36 TOWNHOMES	13.2
FAIRWAYS	96 DUETS	17.2
GABLES	110 QUADS	14.8
TOTALS:	807 UNITS	288.2 ACRES

****119 INDEPENDENT LIVING WITH ENHANCED SERVICES + 41 ASSISTED LIVING**



the first building permit for any model residence is issued to be released upon issuance of the first certificate of occupancy for any model, using an escrow agreement approved by the City Attorney, or (ii) delivering the Warranty Deed to the City prior to issuance of any certificate of occupancy. The City will make reasonable efforts to preserve any landmark trees within the donated right-of-way area.

3. **Effect of Approval.** By approving the Concept Development Plan, the City (a) has conferred upon Developer approval of the Concept Development Plan, for the term of this Development Agreement, as may be extended as provided in Section 22, from the effective date of this Development Agreement, and (b) has determined that the approved Concept Development Plan complies with the requirements for approval of a concept plan under the terms of Section 22.03 of the Zoning Ordinance. The approval of the Concept Development Plan shall have a duration of twelve years, subject to extension as provided in Section 22 hereof. As provided in Section 22.03 of the Zoning Ordinance, the parties agree that such duration is appropriate in relation to the size of the Property and scope of the PUD Development, considering the anticipated time for development and marketing and the potential effect of any changes in the law or City Ordinances which could subsequently occur which would adversely affect the development of the PUD Development in accordance with this Development Agreement. The approval of the Concept Development Plan does not by itself confer upon Developer the right to construct improvements on or use the Property; however, Developer shall have the right to submit applications for Final Development Plan Approvals for the various Community Areas in accordance with Article 26 of the City Ordinances. Approval of the Final Development Plans for any Community Area will not be unreasonably withheld or unreasonably delayed if the Final Development Plans are materially consistent with the Concept Development Plan and comply with the City Ordinances, as modified by this Development Agreement. No construction of any improvements on any Community Area of the Property shall



The following agreements, terms and conditions, and plans developed after the initial preparation of the Concept Plan Book shall be incorporated and made a part of the Concept Development Plan which is the foundation of this PUD Development Agreement:

(a) As part of development of the PUD Community, Developer shall install at its sole expense a five foot (5') wide concrete sidewalk (as determined by the City) meeting the standards of the City Subdivision Regulations, City Zoning Ordinance, City Code and City Engineering Standards within the public right of way of Maple Lane Road on the west side of Maple Lane Road from the north curb line of Verandas Boulevard (where it intersects Maple Lane Road) to the northerly property line of the PUD Development at Maple Lane Road.

(b) In addition, Developer shall deposit with the City an amount equal to the estimated cost of construction of a five foot (5') wide concrete sidewalk within the public right of way of Maple Lane Road on the west side of Maple Lane Road from the southerly curb of Verandas Boulevard where it intersects Maple Lane Road to the northerly curb of 14 Mile Road (excepting the estimated cost of any improvements associated with bridge retaining wall modifications required for such installation, including special foundations, guardrails, abutments and grade beams, which costs shall be borne solely by the City). This deposit shall be made contemporaneously with the delivery or escrowing of the Maple Lane Road right-of-way in subsection (c) below.

(c) Developer agrees to voluntarily donate by means of a Warranty Deed, in form and substance satisfactory to the City Engineer and City Attorney, land for right-of-way for Maple Lane Road as shown on the Master Road Plan [sixty feet (60') wide right-of-way measured from the center line of Maple Lane Road] for the full Maple Lane frontage of the Property. Developer agrees to make this voluntary donation by either (i) establishing an escrow of the Warranty Deed with the City Attorney on or before the date



commence until approval for the Final Development Plan has been granted for such Community Area or for phase of such Community Area for which such improvement is a component, and until such construction is otherwise permitted pursuant to the City Ordinances governing the issuance of construction permits following an approval of the final engineering and/or architectural plans, final site plans and/or final preliminary subdivision plats, or final condominium subdivision plans and master deed (referred to as Condominium Documents”). The foregoing prohibition of construction shall not prohibit Developer’s maintenance, repairs, replacements and enhancements of the existing golf courses and related facilities.

4. **Final Site Plan Approval.** The Community Areas may be constructed in any order or simultaneously. Irrespective of the order of development of the Community Areas, the construction of the Verandas PUD shall commence with the construction of Verandas Boulevard, which shall be completed before any building permits are issued for construction of buildings. However, notwithstanding the foregoing, Developer may be granted permits for the construction of up to three (3) model homes and one portable sales office for each Community Area prior to completion of the roads servicing such Community Area at the time construction of such Community Area or sub-phase is undertaken provided satisfactory access for emergency vehicles is available at all times. Recognizing that Developer’s ability to develop and market the Verandas Community as shown in the Concept Development Plan may require simultaneous sales of different product types, each phase or sub-phase shall not be required to be adjacent to a previously approved portion of the PUD Development; provided the PUD Development shall be phased in an orderly manner so as to assure that if subsequent phases are not developed for any reason, there are no isolated and undeveloped parcels which are not capable of being reasonably used or accessed by completed roads in the parcel(s)’ then current state in conformance with all City Ordinances.



5. **Water and Sanitary Sewer Systems.** Developer shall design, construct and install a public water distribution system and a sanitary sewer system which shall service and meet the demands of the Verandas PUD. Such water and sanitary sewer service facilities shall be designed and constructed in accordance with all applicable City, State and Macomb County standards. Such water and sanitary sewer service facilities and easements therefor, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be completed, approved and conveyed to the City (or to the applicable governing agency) by Developer within and for each phase or sub-phase of the development of the Property so as to fully service all residential units and lots or in such phase or sub-phase prior to issuance of any building permits for any building and residential dwelling in such phase or sub-phase. Developer may obtain building permits for the construction of model homes and the clubhouse without posting a performance guarantee, but Developer shall not allow occupancy or any other use of any model home or the clubhouse until the City issues a certificate of occupancy for such building.

If Developer commences construction of any model homes or other authorized buildings before the water and sewer systems are completed and dedicated, Developer shall assume the risks of the unavailability of water and/or sanitary sewer service to serve the homes and/or other structures within the PUD, including without limitation, an unavailable or inadequate water supply for domestic use and/or fire protection, and shall release, indemnify and hold harmless the City, in form and substance reasonably satisfactory to the City Attorney, from and for any claims arising by reason of any such unavailability. No certificate of occupancy for any home or building shall be issued before the water and sewer systems are constructed, inspected, and approved by the City.

6. **Storm Water Drainage System.** Developer, at its sole expense, agrees to design, engineer, construct and maintain the storm water drainage system throughout the PUD Development, in accordance with all PUD Documents, any and all Final Development Plan approvals and engineering approvals, and all applicable City, Macomb County, Oakland County standards with respect to matters affecting the Red Run Drain, and State ordinances, laws and regulations. Developer shall design, construct and maintain the storm water drainage system to ensure that storm water is released in a manner which is not detrimental to the wetlands, watercourses, drainage courses, watershed, wildlife and other environmental features in the surrounding areas. All temporary and permanent storm water management, components, and other improvements, and storm water discharge flows and rates, shall comply with all City, Macomb County and State requirements and approvals for same in terms of final design, engineering, construction and maintenance, and shall be subject to review by the City engineer and approval by the City as part of the Final Development Plans to be submitted. Notwithstanding the foregoing, as provided in the storm water management plan included in the Development Concept Plan, it is agreed that (i) storm water drainage from buildings facing the golf course may drain from the golf course side of the residential units by way of surface and subsurface drains into the 18 hole regulation golf course, and (ii) the Property's storm water runoff need not be retained or detained, but may flow directly into the Red Run Drain, provided such storm water drainage and runoff without detention is approved by the City and/or Macomb County Public Works Office and the Oakland County Water Resources Commission,.

The storm water drainage system located within the PUD Development shall be privately owned and maintained by Developer, its successors and assigns, excepting only the discharge location provided at the existing Red Run Drain as shown in the Concept Development Plans or otherwise determined based on the final engineering plans and mutually acceptable to Developer and the City.



It shall be the responsibility and obligation of Developer, or the master community association, of the Verandas Community (Master Community Association”) to regularly inspect, maintain and repair such portions of the storm water drainage system using Best Management Practices and to ensure that it continually operates and functions as intended and designed and in compliance with applicable City, County, State, Federal codes, laws and regulations. If Developer or the Master Community Association fails to do so, the City shall have the remedies set forth in Section 17 below. Construction of the storm water drainage system shall be completed and approved, in accordance with this Section 6, for each Community Area (or permitted sub-phase) of the PUD to the extent necessary to fully service such Community Area (or permitted sub-phase) and in compliance with applicable City, County, State, Federal codes, laws and regulations prior to issuance of any certificates of occupancy for any residential dwelling in such phase (or permitted sub-phase).

7. **Density and Land Use.** The permitted types and locations of land uses, permitted accessory uses and structures, amenities, acreage and minimum amount of open space within the Verandas PUD, as a whole, and within each phase of the Verandas PUD shall be as described in the Concept Development Plan. The maximum number of permitted dwelling units for each of the respective residential components of the Verandas PUD shall be as described in the Concept Development Plan; provided, however, Developer may submit and receive Final Approval from the City of plans which increase the number of single family detached homes and reduce other housing types, and/or which increase the number of duet homes and reduce the number of homes in buildings of more than two (2) units. An example of such a change to which the parties agree is shown in Exhibit B. In no event shall the total number of housing units exceed 807. Nor shall there be any increase in the number of homes in buildings of more than two (2) units, or the number of housing units in the Blossom Lane



independent and assisted living building. No fences and no accessory buildings shall be permitted on any residential lots.

8. **Area, Setbacks, Building Height and Other Regulations.**

(a) Minimum and/or maximum lot/unit sizes, minimum lot/unit widths, building sizes, minimum building setbacks, maximum building heights and other dimensional regulations applicable to Verandas PUD shall be as described in the Concept Development Plan. Final engineering and other matters may impact the configuration and size of lots/units as shown in the Concept Development Plan.

(b) No sheds or fences shall be permitted in the residential Community Areas, except perimeter screening fences as shown in the Concept Development Plan.

(c) At the request of Developer, the City will consider proposed changes to the Concept Development Plan and/or Final Development Plan in the manner provided under Section 22.03 of the Zoning Ordinance. Minor changes to the Final Development Plan which do not change the use of land in a manner that is contrary to the Concept Development Plan or this Agreement or substantially change the location, size or configuration of the Community Areas or the landscaping or screening of adjacent uses may be approved by the City Planner administratively. All other substantial changes shall require approval of the City Council.

9. **Accessory Structures and Uses.**

(a) The recreational structures and uses, site amenities, and other accessory structures and uses on the Property shall include and not be less than those that are depicted and described in the PUD Documents. Unless approved by the City, such structures shall be used only for educational, cultural and recreational activities, (including a clubhouse restaurant) and, where indicated, shall be open to shared use by owners within the various Community Areas and/or by the public. Developer and



assigns will from time to time schedule integrated recreational and/or educational programs available to its residents and to residents of the City of Sterling Heights who qualify for senior citizen services under the City's ordinances and practices.

(b) The owner of the golf courses shall at all times be the owner of the clubhouse, subject to the Master Community Association's ownership of a leasehold or condominium interest or license in part of the clubhouse. Such leasehold or condominium or license interest shall constitute an amenity serving the residents of the Property only.

(c) The golf courses (Par 3 Executive Course and 18 Hole Course, and the golf course portion of the clubhouse shall be open to the public for a fee. Developer may in its discretion reserve certain tee times during which the golf courses will be open only to the residents of the Verandas Community and may provide favorable pricing to them.

10. **Signage and Lighting.** Each Community Area may display one (1) temporary marketing sign and one (1) permanent identification sign. Developer may also install temporary signs identifying the location of models, which shall be removed once a particular Community Area has been fully developed. All signage and lighting on the Property shall comply with the requirements and specifications set forth in the approved PUD Documents, and the Final Development Plans to be submitted and approved pursuant to Article 25 of the City Ordinances.

11. **Completion of Improvements; Financial Assurances.** All on-site and off-site infrastructure improvements of the PUD, including without limitation all roads, the public sanitary sewer service system, the public water service system, the storm water drainage systems, the detention and retention facilities, gas and electric utilities, landscaping, safety paths, walkways, bridges, soil erosion and sedimentation controls, paved passing lanes, entranceways and acceleration and deceleration lanes shall be completely constructed as required and set forth in



the Approved Final Development Plan, and any other approvals or permits granted by the City, and all applicable ordinances, laws, standards and regulations. If Developer proceeds with the development of any Community Area, the Developer shall be obligated to design and completely construct all such infrastructure improvements as provided for in the Final Development Plan for such Community Area. Upon completion, each Community Area or sub-phase, in conjunction with other completed and approved phases, shall be capable of standing on its own in terms of the presence of infrastructure, services, facilities and open space, and shall contain the necessary components to ensure protection of natural resources and the health, safety and welfare of the users of the PUD and the residents of the surrounding area, even in the event one or more other Community Area or subsequent phases are not completed for any reason. All improvements shall be constructed at the sole expense of Developer.

12. **Roads, Entranceways, Passing Lanes, and Acceleration and Deceleration Lanes; Model Homes.**

(a) Any roads and entranceways in the Verandas PUD and any required bypass lane, acceleration and deceleration lanes serving the PUD shall be designed and constructed to the standards of the City of Sterling Heights Office of Engineering or the Macomb County Department of Roads, whichever jurisdiction is applicable, and all requirements and applicable ordinances of the City. All internal roads within the Verandas PUD shall be private roads. Any portion of the Property on which bypass lanes, acceleration or deceleration lanes and entranceways are constructed shall be conveyed and dedicated to the County of Macomb. The Master Declaration and all Master Deeds pertaining to any Community Areas developed as part of the Verandas PUD, and any recorded maintenance agreements shall cause such improvements to be privately maintained at all times, at the expense of the owners of the respective



Community Areas of the Verandas PUD in such shares as may be set forth in the Master Declaration. All roads, entranceways, acceleration and deceleration lanes, and bypass lanes within or adjacent to each phase, respectively, shall be completed inspected, approved, and accepted by the governing agency prior to issuance of building permits for the construction of any building or structure within such phase, and in all events prior to the issuance of building permits, for the construction of any building or structure other than any water well building to be served thereby or benefit therefrom. However, Developer shall be entitled to furnish a performance guarantee in the form of cash, or an irrevocable letter of credit approved by the City and issued by a banking institution, acceptable to the City, doing business in Macomb County, in an amount equal to one hundred twenty percent (120%) of the estimated cost of construction as specified in a *bona fide* contract for construction of all such improvements, approved by the City Engineer, together with a performance guarantee agreement with the City, approved by the City Attorney, authorizing the City to, at its option, install the entranceways, roads, acceleration, deceleration and bypass lanes, and perform the paving of the public roadways in question if Developer has failed to do so within the time specified therein. If the performance guarantee is provided, model building permits for buildings and structures within such phase and/or to be served thereby or benefited therefrom shall be issued subject to installation and maintenance of an adequate gravel or asphalt subsurface base for all entranceways and internal roads to provide access for construction traffic, City personnel, emergency and fire fighting equipment and personnel. The aforementioned performance guarantee agreement for completion shall provide that the paving of all such areas shall be completed and approved (except for the final topcoat) prior to issuance of any certificate of occupancy, but in any event within twelve (12) months of issuance of the first building permit for a residential dwelling, or



other building in the phase or to be served thereby; and any purchase agreement or lease agreement for any such residential dwelling, or other building shall provide that a certificate of occupancy will not be issued until the paving improvements have been completed. The aforementioned agreement for completion shall also provide that all entranceways, roadways, acceleration, deceleration and bypass lanes designed to serve, directly or indirectly, any residential unit, or other building shall in all events be top coated prior to issuance of certificates of occupancy for any residential dwelling, retail or commercial building after ninety-five percent (95%) of the certificates of occupancy have been issued for any given residential neighborhood component or mixed use component.

(b) Following Final Development Plan approval and subject to City review and approval of plans and specifications, Developer shall be permitted to construct up to three (3) buildings of model homes in each Community Area and one (1) portable home sales center in each Community Area prior to completion of the roads and water and sewer facilities for an entire phase, provided, however, that (i) access, parking, water and sewer facilities shall be provided to such structures in a manner otherwise deemed acceptable to the City in its sole discretion; (ii) emergency access for emergency personnel and fire fighting equipment and personnel is maintained at all times; (iii) the sales center and model home site improvements and structures are in all other ways in compliance with all applicable PUD Documents and City Ordinances; and (iv) Developer having provided the City with satisfactory assurances as to maintenance and other matters as may be requested by the City. No model home or sales center shall be conveyed to a customer for owner-occupancy until the infrastructure improvements (roads, water and sanitary sewer, storm water improvements) for the relevant phase are entirely completed.



13. **Open Space; Golf Course; Golf Course Water Use; Trees.**

(a) For the purpose of ensuring long-term preservation of open space and natural features within the PUD Development, all open space areas, as depicted and set forth in the PUD Documents, shall be perpetually preserved as open space. The open space shall be subject to various passive or active uses as shown in the Concept Development Plan. However, it is recognized that the legal descriptions of these open space areas may need minor adjustments, provided, however, that the total amount of open space shall not be materially decreased (except for required road rights of way) or the density of the PUD Community increased as the development proceeds through the Final Development Plan and final engineering stages. The precise legal description of the areas shall be finally determined as final engineering plans are approved for each phase or sub-phase. In connection with the Final Site Plan Approval of each Community Area, Developer and the City will enter into a written Open Space Development Agreement consistent with Section 22.03(D)(3) of the City Ordinances describing the open space to be included in the Community Area being granted Final Site Plan Approval (or such provisions may be incorporated into a Declaration for the Master Community of the Verandas Community, which may not be amended or revoked without the City's written approval).

(b) Developer's use of the golf course and clubhouse designated Community Areas shall be limited to a newly designed eighteen (18) hole regulation golf course, a newly designed nine (9) hole executive Par 3 course, and the clubhouse and related recreational amenities. The golf course shall be perpetually reserved as open space for recreational purposes and no buildings shall be erected thereon except as depicted on the Site Plan, including the clubhouse, buildings for the purpose of maintenance of the golf course, irrigation pump houses, restrooms, storm shelter sheds and golf starter



guardhouse. The golf courses significantly expand the open space and recreation areas compared to those of a standard housing development with the density permitted under the current R-80 zoning. The owner of the golf courses will maintain the golf courses and their amenities in accordance with the standards of the Golf Course Superintendents Association. Nothing contained herein shall require Developer to construct a golf course or to continue its operations after it is built, but in no event shall the land shown as golf course" as described and configured in the Final Plans be used for any purpose other than a golf course or as open space. If and so long as the land designated golf course" is not used as a golf course, its owner shall maintain the land in an orderly manner.

(c) The parties acknowledge that the Property is exempt from the City Tree Ordinance under Section 51-38.

14. **Wetlands and Watercourses.** City represents to Developer that it does not have any separate City Ordinance provisions regulating wetlands that would be applicable to the Verandas PUD. However, the foregoing shall not affect the Developer's obligations to comply with applicable State or federal laws and regulations pertaining to same. The Red Run Drain is managed under the authority of the Oakland County Drain Commission.

15. **Entrance Signage, Landscaping and Entrance Improvements.** The entrance signage, landscaping and entranceway improvements shall be installed and maintained substantially in accordance with the Landscape Plan in the Concept Development Plan and the Final Development Plan. The Final Landscape Plan will be submitted and approved with Final Site Plan. All other signage in the PUD Development shall be submitted for approval as part of the Final Development Plan Approval of each Community Area on which it is proposed to be situated. Review and approval by the City of such signage shall involve the size, appearance, location and character of each sign for conformance with applicable ordinances and consistency with the character of the overall Verandas PUD. As part of its submission for Final



Development Plan approval for the first phase of the Verandas PUD, Developer may propose the installation of marketing signs for each phase of the Development and signs indicating the locations of models, and the size, location and duration of such signs shall be subject to reasonable approval of the City Planner.

16. **Emergency Vehicles.** Developer will construct the emergency vehicle access road shown in the Concept Development Plan simultaneously with the development of the Groves Community Area. There shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency or company, a perpetual easement for use by municipal and/or emergency vehicles on, over and across all roads in the PUD for the purposes of ingress and egress to provide, without limitation, fire and police protection, utility services, ambulance or emergency medical services and rescue services and other lawful governmental or private emergency services to the PUD Property and the owners or residents thereof. Developer and any homeowners association established for any Community Area within the PUD shall, at all times, ensure that adequate emergency access to the PUD Development will be continually available to any and all emergency vehicles, equipment and personnel. All of the provisions reflected in this paragraph shall be included in the master deed(s), subdivision restrictions or Development Agreement for any residential neighborhood or independent living, assisted living or other residential development.

17. **Master Association, Condominium Master Deeds and Subdivision Deed Restrictions; City Enforcement.**

(a) The Developer will record a Declaration of Easements, Covenants Conditions and Restrictions (the "Master Declaration") binding upon all the Community Areas of the Verandas Development. Pursuant to the Declaration, Developer will form a Michigan nonprofit corporation to act as a master community association for the Verandas Development ("Master Community Association"). Each owner of a phase will have ownership and voting rights in the Master Community Association through its



respective homeowner's association. The term "owner of a phase" will include the co-owners of any condominium acting through the homeowners association formed pursuant to the condominium documents of such condominium. The Master Community Association will own and/or manage the components of the PUD Development used in common by the owners of the various Community Areas, including the private roads and private storm sewers and detention ponds, walking paths, private sidewalks, entrance ways and the landscaping and lawns which are a common area of the Verandas PUD and not solely part of the a single phase Verandas Community. The Declaration will include the manner in which each Community Area's share of the costs of the Master Community Association will be determined and will establish the means and remedy by which the Master Community Association shall enforce its rights against any Community areas not in compliance.

(b) Developer shall submit to the City the Declaration and the master deeds for the condominium components of the Verandas PUD and subdivision restrictions for any residential subdivision, which shall be subject to review and approval by the City Planner, City Engineer and City Attorney. The Declaration shall be recorded prior to the issuance of building permits for the first Community Area to be developed.

(c) In all events, as part of the Master Community Declaration and master deed or subdivision restrictions for any Community Area, there shall be provisions obligating Developer, and all other and future successor owners of property within the PUD Property, to maintain, repair and preserve the storm water drainage, detention and retention facilities servicing the Property, the internal private roads constructed on the Property, and all safety paths, walkways, private sidewalks, entranceways, bridges, gates, signs, lighting, water courses, scenic easements, open spaces, common areas and amenities, signage of entrance way improvements, and common area landscaping



on the Property, and such provisions shall further provide that, in the event Developer or successor association or owners at any time fails to carry out the aforementioned responsibilities and obligations pertaining to any such areas, structures, or facilities, the Declaration, the master deeds or subdivision restrictions (as the case may be) shall give the City the right, but not the obligation, to serve written notice upon Developer and/or the Master Community Association, Condominium Association of any Community Area developed as a condominium or subdivision association of any Community Area developed as a subdivision, or successor owners setting forth the deficiencies in maintenance, repairs, and/or preservation, which notice shall also set forth a demand that the deficiencies be cured within a stated time period, and the date, time, and place of hearing before the City Council, or other such board, body or official designated to conduct the hearing; and shall further provide that, upon determination by the City Council, or other such designated board, body or official, that the maintenance, repairs, and/or preservation has/have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repairs, and/or preservation as reasonably found by the City to be appropriate and/or necessary; and that the cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in accordance with the appropriations ordinance adopted by the City Council, shall be paid by Developer and/or the applicable Community Association, Condominium Association or Subdivision Association and/or successor owners, as applicable, and such amount shall constitute liens on the Property and/or units in the applicable affected Community Area, and shall accrue interest and penalties, and reasonable attorney fees and costs of



collection, and shall be collected as, and shall be deemed to be, delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. Notwithstanding anything contained herein to the contrary, the Developer shall not be personally liable for any of the foregoing costs, and, in the event of default, the City shall look solely to its lien rights for recovery. Any claim for such costs imposed upon the owners of the Property shall be allocated among them in proportion to the assessed values of their respective properties/lots/units in the PUD Development. In addition to the foregoing remedies, the City may seek and obtain an injunction or other similar relief against any breach of this Development Agreement or other unlawful conduct by Developer, its successor and assigns.

18. **Credits and Equitable Adjustments Regarding Utility Fees and Charges.**

(a) Developer has proposed to install a 16" diameter water main from 14 Mile Road and Verandas Boulevard north and east along Verandas Boulevard to Maple Lane Road, even though the minimum City engineering standards would permit installation of (i) a 12" diameter water main along Verandas Boulevard to Maple Lane Road, and (ii) a 16" diameter water main along 14 Mile Road due east from Verandas Boulevard to Maple Lane Road. The City accepts Developer's proposed upsized water main installation as it makes City maintenance of the water main easier due to the water main not being located in the vicinity of the Red Run Drain or within the flood plain. Therefore, the City agrees to reimburse Developer the sum of Sixty Thousand Two Hundred Forty Eight and 12/100 Dollars (\$60,248.12) by check or by a credit against future water bills for the Verandas Community for the additional costs associated with the upsized installation.

(b) City acknowledges that the redevelopment of this 288 acre parcel of property in a manner which includes two public golf courses (a proposed 18 hole



regulation golf course and a proposed 9 hole lighted Par 3 executive golf course) is highly advantageous to the City and its residents by offering public recreation opportunities and preserving large areas of green open space. The parties acknowledge that this redevelopment of the Property will require extensive reseeding and watering of the new or reconfigured fairway and green areas, particularly during the initial stages of redevelopment, which is not economically feasible without a temporary equitable sewer usage rate adjustment. In consideration of Developer's commitments set forth in this PUD Agreement, the City agrees to make a one time limited equitable adjustment by suspending application of the sewer usage rates applicable only to that portion of the Verandas sewer charges imposed as a result of watering the golf course fairways, roughs, greens, tees and other grass covered areas (and the necessary filling of ponds used for such irrigation purposes) for the temporary time period between January 1, 2019 and December 31, 2021. This equitable adjustment shall not apply to (i) any water usage charges, (ii) any water meter charges, (iii) any sewer charges related to use, operation, or redevelopment of the Property), including the residential and assisted living uses developed upon it, or the operation of the Verandas clubhouse and banquet facility, or (iv) the small periodic standard fixed sewer charge, except as specifically set forth above.

19. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the PUD Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, which shall be applicable provided such determination is not inconsistent with the nature and intent of the Concept Development Plan. In the event there is



an inconsistency or conflict between the Concept Development Plan Documents and applicable future City ordinances or future amendments to existing City ordinances, the Concept Development Plan and this Development Agreement shall control.

20. **Access to Property.** In all instances in which the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and throughout the period of development and construction of any part of the Verandas PUD, the City, and its contractors and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for purposes of inspecting for compliance with and enforcing the PUD Documents.

21. **Amendments.**

(a) The updated Concept Plan Book contains an amendment to the Concept Development Plan regarding the installation of sidewalks.

(b) The City and Developer agree that the Concept Development Plan is not based on fully measured and accurate engineering plans and may change in immaterial ways as the Final Plans are approved. If the approved Final Plans vary from the Concept Development Plan, the Final Plans shall govern without further action by the City. Final engineering plans may require changes in the location of buildings and in the configuration of open spaces. Material shortages, engineering and architectural requirements, and market demands may require changes in the specific appearance of buildings but, in all cases, the quality of buildings and materials shall not be materially reduced. Developer may reduce the number of units in any Community Area. As shown by way of example in Exhibit B attached hereto, the Developer may change the plans for multifamily buildings to substitute single family units. The foregoing may be approved administratively by the City Building Department and Planning Department. In any case



where the number of units in a Community Area is increased or where the amount of open space (including the golf course) is materially reduced, the approval of the City Council shall be required.

22. **Duration.**

(a) This Development Agreement and the conceptual approval given herein shall continue for twelve (12) years from and after the date hereof.

(b) Upon written request of Developer, this Development Agreement and the conceptual approval given herein may be extended three (3) times for three (3) consecutive periods of three (3) years each unless, in response to a requested extension, the City in writing describes a material change in the circumstances of the City and areas surrounding the Property which makes extension of this Development Agreement and the conceptual approval adverse to the public's health, safety and welfare.

(c) Each approval of Final Plans for a Community Area or sub-phase shall continue in effect for five (5) years after such approval is given, but shall be renewed at the request of the Developer for additional periods of one (1) year each until this Development Agreement and the approval given herein, as extended, has expired as long as the Verandas Community is being diligently marketed and developed consistent with the then current conditions.

(d) If Developer commences construction of the development in a Community Area or sub-phase of the Verandas PUD and proceeds diligently to completion thereafter, such Community Area or sub-phase shall be deemed vested and its approval shall not thereafter expire or be withdrawn.

23. **Single Ownership and/or Control of the PUD Property.** Developer has represented, and hereby reasserts and acknowledges to the City that "sole control" of the



Property has been and is vested in Developer and that Developer is fully authorized and empowered by any and all other parties having ownership interest or control over the Property, or any portion thereof, to develop the Property in accordance with and pursuant to the PUD Documents, and that Developer is fully authorized and empowered to enter into this Development Agreement and all other agreements, dedications, and recordings applicable to the Verandas PUD as approved by the City. This provision may be relied upon and enforced by the City.

24. **Interpretation.** Developer has negotiated with the City the terms of the PUD Documents, including without limitation this Development Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents has resulted in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements, cost participation and other undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the PUD will be capable of accommodating the development on the Property and the increased service and facility loads caused by the PUD; (ii) protect the natural environment, conserve natural resources, and preserve important historical resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of Property in a socially, environmentally and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Zoning Ordinance, and the Zoning Enabling Act, MCL 125.3101 *et seq.*, as amended from time to time. It is further agreed and acknowledged hereby that all such



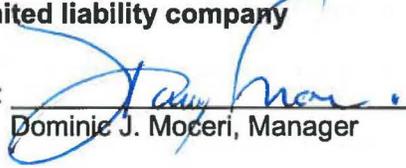
improvements, both on-site and off-site, cost participation and other undertakings are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements, cost participation and other undertakings, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

25. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of (i) all contract sellers of and those having an existing ownership interest in the Property or any portion thereof, and (ii) all future heirs, successors, assigns and transferees. The Development Agreement shall be interpreted and construed in accordance with Michigan Law, and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization with their names.

WITNESS:

MAPLE LANE HOLDINGS LLC, a Michigan limited liability company

By: 

Dominic J. Mocerri, Manager

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 10 day of November 2016, by Dominic J. Mocerri, Manager of Maple Lane Holdings LLC, a Michigan limited liability company, on behalf of the company.

JILL JAEGER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 11, 2021
ACTING IN COUNTY OF OAKLAND

Jill Jaeger
_____, Notary Public,
Oakland County, Michigan
Acting in the County of Oakland
My Commission Expires: Oct 11, 2021

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Michael C. Taylor and Mark Carufel, who are the Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipality.

_____, Notary Public,
_____ County, Michigan
Acting in the County of _____
My Commission Expires: _____

DRAFTED BY:

DOMINIC MOCERI
3005 University Drive
Auburn Hills, MI 48326

WHEN RECORDED RETURN TO:

MARK CARUFEL, CITY CLERK
CITY OF STERLING HEIGHTS
40555 Utica Road
Sterling Heights, MI 48311-8009



EXHIBIT A

PROPERTY DESCRIPTION

SURVEYED DESCRIPTION

MAPLE LANE GOLF COURSE

CERTIFIED TO: MAPLE LANE HOLDINGS, LLC,
FIRST AMERICAN TITLE INSURANCE COMPANY,
MANZO TITLE COMPANY

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 35 OF TOWNSHIP 2 NORTH, RANGE 12 EAST, CITY OF STERLING HEIGHTS, MACOMB COUNTY, MICHIGAN, BEING DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34; THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST 1141.07 FEET ALONG THE SOUTH LINE OF SECTION 34; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST 333.10 FEET (RECORD NORTH 00 DEGREES 49 MINUTES EAST 333.30 FEET); THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST (RECORD WEST) 1307.84 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 13 SECONDS WEST (RECORD SOUTH 02 DEGREES 10 MINUTES WEST) 333.30 FEET TO THE SOUTH LINE OF SECTION 34; THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST 514.09 FEET (RECORD WEST 514.40 FEET) ALONG THE SOUTH LINE OF SECTION 34 TO THE SOUTH QUARTER POST OF SECTION 34, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF MOCERI SPIZIZEN ESTATES SUB'N NO. 2 AS RECORDED IN LIBER 55 OF PLATS, PAGE 19, MACOMB COUNTY RECORDS; THENCE NORTH 02 DEGREES 13 MINUTES 47 SECONDS EAST 2858.43 FEET (RECORD NORTH 01 DEGREES 43 MINUTES EAST 2858.07 FEET) ALONG THE EASTERLY LINE OF MOCERI SPIZIZEN ESTATES SUB'N NO. 2 AND THE NORTH AND SOUTH QUARTER LINE OF SECTION 34 TO THE CENTER POST OF SECTION 34 AND THE SOUTH LINE OF SEVILLE GARDENS SUB, AS RECORDED IN LIBER 56 OF PLATS PAGE 34, MACOMB COUNTY RECORDS; THENCE ALONG THE SOUTH AND EAST LINES OF SEVILLE GARDENS SUB THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 89 DEGREES 35 MINUTES 18 SECONDS EAST 2100.03 FEET (RECORD NORTH 00 DEGREES 03 MINUTES 12 SECONDS EAST 839.42 FEET), NORTH 89 DEGREES 25 MINUTES 52 SECONDS EAST 678.41 FEET (RECORD NORTH 00 DEGREES 17 MINUTES 27 SECONDS WEST 872.43 FEET (RECORD NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 672.55 FEET) AND NORTH 89 DEGREES 18 MINUTES 19 SECONDS EAST 338.37 FEET (RECORD NORTH 89 DEGREES 21 MINUTES EAST 338.23 FEET); THENCE NORTH 89 DEGREES 28 MINUTES 08 SECONDS EAST 802.93 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 43 SECONDS EAST 877.89 FEET (RECORD SOUTH 89 DEGREES 09 MINUTES 18 SECONDS WEST 133.90 FEET (RECORD SOUTH 89 DEGREES 25 MINUTES WEST 133.81 FEET); THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST (RECORD SOUTH) 110.00 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 41 SECONDS EAST (RECORD SOUTH 83 DEGREES 28 MINUTES EAST) 85.81 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 291.47 FEET (RECORD SOUTH 280.80) TO THE EAST AND WEST QUARTER LINE OF SECTION 35; THENCE NORTH 89 DEGREES 12 MINUTES 08 SECONDS EAST 289.32 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 35 TO THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS EAST 2077.03 FEET ALONG THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 88 DEGREES 55 MINUTES 43 SECONDS WEST 37.00 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS EAST 375.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 43 SECONDS EAST 37.00 FEET TO THE CENTERLINE OF MAPLE LANE DRIVE; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS EAST 180.00 FEET ALONG THE CENTERLINE OF MAPLE LANE DRIVE TO THE INTERSECTION OF THE CENTERLINE OF MAPLE LANE DRIVE AND THE SOUTH LINE OF SECTION 35; THENCE SOUTH 89 DEGREES 21 MINUTES 03 SECONDS WEST 1318.27 FEET ALONG THE SOUTH LINE OF SECTION 35 TO THE POINT OF BEGINNING.

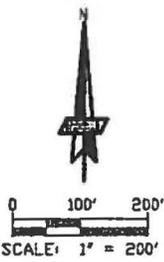
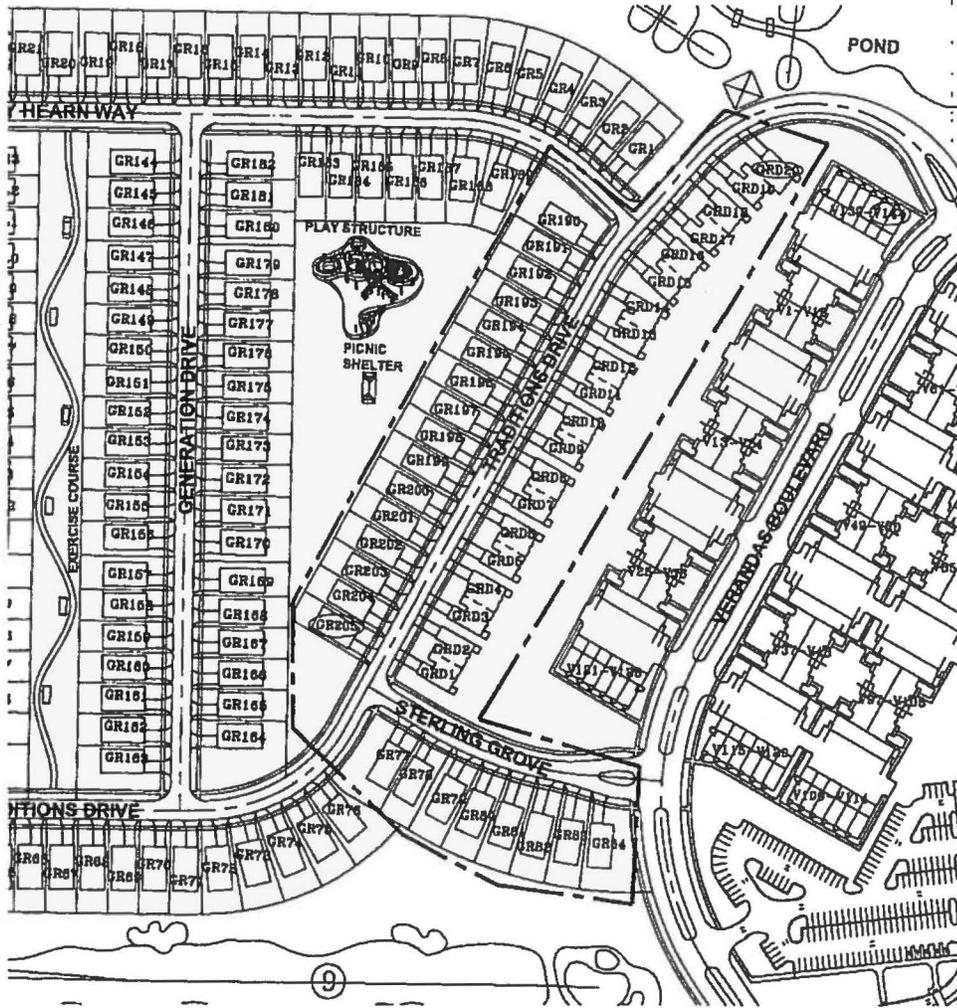
EXCEPT, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST 1285.27 FEET ALONG THE SOUTH LINE OF SECTION 35; THENCE NORTH 1 DEGREE 04 MINUTES 17 SECONDS WEST 33.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 14 MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 21 MINUTES 03 SECONDS WEST 243.59 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF 14 MILE ROAD; THENCE NORTH 48 DEGREES 44 MINUTES 50 SECONDS EAST 4.43 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST 215.84 FEET; THENCE NORTH 45 DEGREES 08 MINUTES 30 SECONDS EAST 34.18 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAPLE LANE DRIVE; THENCE SOUTH 1 DEGREE 04 MINUTES 17 SECONDS EAST 28.81 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF MAPLE LANE DRIVE TO THE POINT OF BEGINNING.

CONTAINING 288.18 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.



EXHIBIT B



VERANDAS AT MAPLE LANE

STERLING HEIGHTS, MACOMB, MICHIGAN

EXHIBIT B - DUET / SF OPTION

giffels webster
1028 East Maple Road
Suite 100
Farmington, MI 48106
p (248) 852-3300
(313) 862-5068
www.giffelswebster.com

Engineers Surveyors Planners
Landscape Architects

Estimator	MB
Manager	JKA
Designer	JKA
Quality Control	MP
Checker	SM
	T-02-N R-11-E

Developed For:
MOCERI OAKLAND / MACOMB
PROPERTIES
3005 UNIVERSITY DRIVE
AUBURN HILLS, MI 48328
248-340-9400

DATE:		ISSUE:

Date:	10-25-2018
Scale:	1"=200'
Sheet:	1 OF 1
Project:	18039.00

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APPLICANT: PPCM-1161 – THE VERANDAS

33203 Maple Lane Drive

OCTOBER 13th, 2016

SUMMARY:

Requested Action: Planned Unit Development (PUD) concept plan approval.

Proposal: Requesting approval for a Planned Unit Development which includes the development of a 807 unit residential community as well as an 18 hole golf course and 9 hole Par 3 golf course, and associated clubhouse, pool and banquet center in an R-80 (One Family Residential) district

Location: North side of 14 Mile Road, west of Maple Lane Drive, in Section 34.

Existing Zoning: R-80 One Family Residential District

Existing Land Use: Existing Maple Lane Golf Course

Master Land Use Plan Designation: Parks and Open Space – Potential Intensity Change Area

Introduction

The proposed Planned Unit Development is for the construction of a total of 807 dwelling units in a variety of dwelling unit types. The dwelling unit types range from single family residential to senior assisted living. The entire residential development will be geared towards those residents that are 55 years of age and older. Units will be available for both sale as well as for lease, depending on the unit type and location.

The remaining portion of the development will configure portions of the existing Maple Lane Golf Course to provide for a total of eighteen (18) regulation golf holes, as well as a nine (9) hole "Par 3" illuminated golf course. The golf course as well as the residential development will be serviced by a multifunctional club house providing services/amenities to the residents of the development as well as serving as a traditional golf club house for the golf course. Maple Lane Golf course has been in use for nearly ninety (90) years. The current configuration of the golf course provides for a total of fifty four (54) golf holes as well as the associated club house.

Planned Unit Development

The proposed development utilizes the City's Planned Unit Development option contained in Section 22.03 of the City's Zoning Ordinance. The intent of the option is:

The intent of this section is to encourage innovation and to allow more efficient use of land through the use of regulatory flexibility in the consideration of proposed land uses within the city consistent with the requirements of the city's Master Land Use Plan. It is the further intent to replace the usual approval process involving rigid use and bulk specifications by the regulations contained in this Section and by the utilization of an approved development plan.

Planned Unit Developments may be permitted after Planning Commission review and City Council approval in all Zoning Districts within the City.



PLANNED UNIT DEVELOPMENT PROCESS

Concept Plan Approval

- The Planning Commission shall review the proposed application (concept plan) and conduct a public hearing to hear and consider comments relating to the PUD proposal.
- Upon a finding that the criteria for PUD approval may be met and the public hearing has been conducted, the Planning Commission shall make a recommendation to the City Council as to approval of the PUD concept plan.

- The City Council shall review the report and recommendation of the Planning Commission, review the concept plan, and conduct an additional public hearing, and make a final determination on the PUD application and concept plan by approving, approving with conditions, or denying the concept plan.

Site Plan Approval

- Once a PUD concept plan has been approved by City Council, administrative site plan review in accordance with Article 26 of the Zoning Ordinance is required for each phase of the site and in accordance with the approved PUD concept plan.

Timeframe

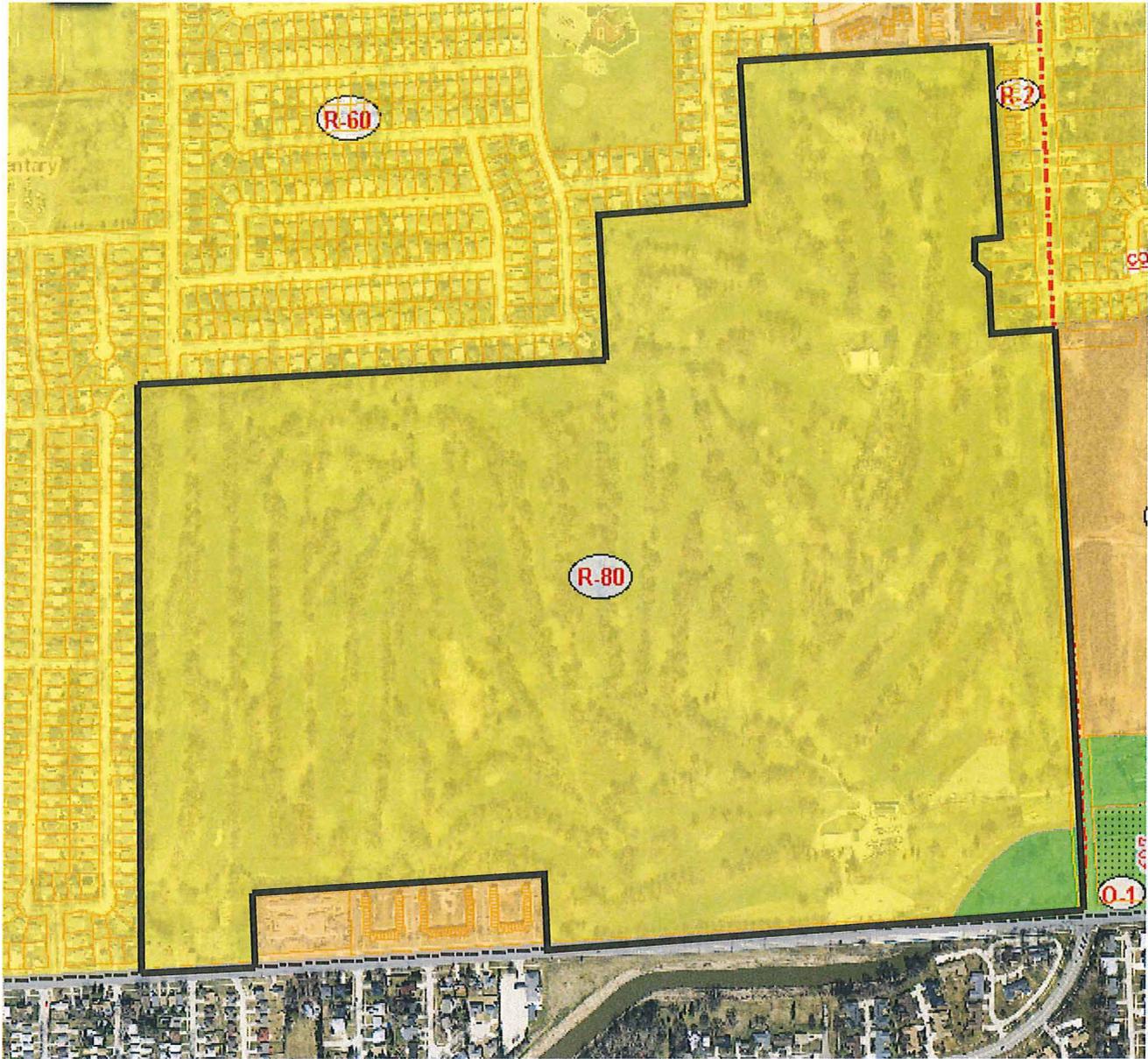
- Final site plan approval must be obtained within twelve (12) months of the PUD concept plan approval.
- Building permits must be obtained within eighteen (18) months of the PUD concept plan approval.
- Complete site development must occur within thirty (30) months of the PUD concept plan approval.

The applicant has indicated that the overall development will take between twelve (12) to fifteen (15) years to complete based on the anticipated absorption rate of the market. Further, that the initial phase of the development will take thirty (30) months from the time of City Council approval. The Planned Unit Development Ordinance permits the City Council to extend these time frames upon a request from the owner.

FINDINGS & CONCLUSIONS:

Abutting Zoning

The abutting zoning to the west is R-60 One Family Residential and is developed with existing single family residential homes. To the north, the site abuts R-60 One Family Residential which is also developed with single family residential homes. The northeast corner of the site abuts existing RM-2 Multiple Family Residential Low Rise zoning which is developed with a variety of multiple family residential housing types. To the east, across Maple Lane Drive, is a combination of R-60 One Family Residential, RM-3 Multiple Family Mid and High Rise Residential, and O-2 Planned Office District (from north to south). The single family residential zoning is developed with single family residential housing, an outdoor storage use and the Century Banquet Center. To the south across 14 Mile Road is the City of Warren. The uses on the south side of 14 Mile Road consist largely of single family residential and two family residential. The Red Run Drain also runs along a large portion of the south side of 14 Mile Road.



Uses permitted in a PUD.

1. All uses permitted as principal uses permitted, or special approval land uses and accessory uses permitted in all zoning districts. Multiple uses contained in a PUD must be complementary in nature. If a PUD includes residential uses, the housing types may be clustered to preserve common open space, in a design not feasible under the underlying zoning district regulations. The PUD must provide a complementary variety of housing types and/or a complementary mixed-use plan of residential and/or non-residential uses that is harmonious with adjacent development

The PUD concept plan provided includes a variety of housing types including single family residential units on small lots, duplexes (duets), fourplexes, townhomes, and a senior housing complex.

Single Family Residential	277 units
Duplexes (Duets)	116 units
Fourplexes	110 units
Townhomes	144 units
Senior Housing	160 units

In addition, the PUD concept provides for the preservation of an eighteen (18) hole golf course and a nine (9) hole Par 3 course, along with an associated club house. A portion of the club house (approximately one half) will serve the residents of the development while the remaining portion of the club house will serve golf users and the general public.

The uses as proposed provide a complementary group of uses as required under the City's Planned Unit Development Ordinance.

Residential density.

1. The maximum permitted densities within a PUD shall be governed by the zoning district in which it is located. The overall dwelling density for single or multiple family residential districts cannot exceed the maximum dwelling unit density computed for the entire gross site area based on the allowable density of the underlying zoning district.

The overall density of the proposed PUD concept plan is 807 units on the 288 acres. This acreage does include the two (2) golf courses and the associated clubhouse. This total number of units is based on the test (yield) plans also provided by the applicant depicting a standard single family residential development meeting the City's requirements for an R-80 single family residential subdivision. Again, these test or yield plans were submitted to justify the total number of units being proposed and are not intended to be built.

The yield plan depicts a total of 808 residences on eighty (80) foot wide lots while preserving a total of fifteen (15) acres of the overall site within the floodplain area. The yield plan depicts the total removal of the golf course. The applicant has also submitted a second test or yield plan developed under the City's Open Space Subdivision regulations. This yield plan depicts a total of 994 homes on the same 288 acres.

Based on the proposed 807 units within the proposed PUD concept plan, the overall density proposed by the applicant is within that permitted by the underlying zoning district.

Design and layout conditions.

1. Where a planned or proposed major, secondary, or collector thoroughfare is included partially or wholly within the project area of a PUD, such portion of the roadway shall be provided as a public right-of-way with the width standards as stated in the master road plan for the right-of-way. The alignment of the roadway shall be in general conformance to the proposed alignment as shown on the master plan.

The PUD concept plan does not contain any proposed major, secondary, or collector thoroughfares.

2. In order to provide an orderly transition of density, where the project being proposed for use as a PUD immediately abuts a residential district, (not including districts separated by a major thoroughfare), the City may require that the area immediately abutting the district shall be developed with a like development or landscaped open space.

The area of the PUD concept plan is almost entirely surrounded by single family residential zoning districts. The exceptions being the frontage along 14 Mile Road, west of the entrance which is zoned RM-2 Multiple Family Low Rise; and the far northeast corner of the site which also abuts property zoned RM-2 Multiple Family Low Rise and R-2 Two Family Residential.

The vast majority of the abutting single family residentially zoned property to the west and the north will still abut golf course use. The developer has provided a course layout which provides two (2) side-by-side hole arrangements against the west and north property lines to continue to provide those homes which have traditionally backed up to the golf course with the same general view as they have had historically.

The exception being is the northeast corner of the site. This portion of the PUD concept plan depicts the construction of duplexes (duets) abutting some one-family residentially zoned property as well as the RM-2 Multiple Family Low Rise property to the north. A total of thirteen (13) single family homes will back up to the proposed duplexes in this northeastern area. The remaining area abutting the duplexes includes a variety of multiple family residential dwellings with several different configurations.

The duplexes and single family homes that abut Maple Lane Drive (outside of the proposed development) will also back up to the proposed duplexes (duets). This includes an additional nine (9) single family homes and a total of ten (10) duplex units.

While providing ranch style duplex units in this area of the development adjacent to existing single family residential homes impacts those existing single family residences, the landscaping along the PUD boundaries should be increased to minimize any potential impact as well as the loss of the golf course use in this area. The increased landscaping can be accommodated as a part of site plan review for those sections of the overall development.

3. Site design standards should include frontage beautification, buffering devices, landscaping, walkway linkages, controlled vehicular access, and attractive signage.

Beautification

Those areas that are generally visible from the exterior of the site, along 14 Mile Road and Maple Lane Drive will remain as golf course and therefore provide a very open, "green" view of the overall site. The majority of the actual development will be internal to the overall site; the exception being the senior assisted living development and the existing maintenance barn.

The exterior of the PUD, along the Maple Lane Drive and 14 Mile Road frontages, will have a split rail fence installed for the entire length, with the exception of that area where Maple Lane Drive crosses the Red Run Drain. Fencing should be provided along the frontage of the maintenance area as well. This will help to minimize any impacts from this area to the abutting 14 Mile Road frontage.

The applicant has provided an extensive number of drawings depicting the overall architectural character of the entire development including all of the residential housing projects, the golf club house, as well as the maintenance buildings. The architecture proposed is all coordinated between each portion of the overall development and will provide a visually attractive development within this section of the City.

Buffering Devices

As noted earlier, in most cases along the western and north property lines which abut existing single family residential homes, the golf course itself will provide a significant buffer between the new planned residences and those that exist along the boundary of the PUD.

Further, also as noted earlier, in those instances where the duplexes (duets) and senior housing abut the single family residences, landscaping buffering may also need to be increased. The PUD concept does propose the use of a solid decorative screen fence in these locations. The solid screen fence within the northeastern portion of the development will extend the full extent where duplex units and the senior housing facility will abut the existing residential uses. Any additional landscaping beyond the use of the fence can be a condition of any PUD approval and actually determined as a part of the site plans that come forward as each phase is developed.

Solid screening fencing will also be provided along those multiple family uses along the 14 Mile Road frontage that is not within the PUD. This area abuts golf course holes; therefore additional buffering/landscaping is likely not necessary. The exception may be the east side of this area which abuts the Par 3 course which will be illuminated. Additional tree plantings may be necessary to ensure that light trespass does not occur in this area.

The clubhouse for the golf course and the associated parking lot will be internal to the site and therefore any buffering or screening of those uses will occur by the presence of the remainder of the development.

The maintenance area for the golf course will be located at the far southwest corner of the site where the existing barns are situated. These uses will be separated from the homes to the west by the community gardens. As noted above, the fencing plan should provide for the extension of fencing in this location.

Landscaping

As each individual site plan comes forward, individual landscape plans will also need to be provided, indicating the specific number, type and location of the proposed landscaping. These landscaping plans will need to match the overall landscaping "typical" plans provided within the PUD concept plan package as well as the City's overall landscaping ordinances in place at the time of individual site plan approval.

The landscaping scheme along the Maple Lane Drive frontage in front of the senior assisted living complex should be increased to include additional trees and shrubs.

Parking lots that abut roadways should provide a landscaping scheme which provides for a "hedge" between the parking lot area and the abutting roadway.

The typical landscaping detail for the quad ranch unit should be increased to provide additional adjacent to the building.

An overall fencing plan has been provided for the entire site which depicts the location where existing fencing will be removed and where new fencing is proposed along with the type.

Walkway Linkages

The overall PUD concept plan package provides a sidewalk plan for the entire development. Interior sidewalks are being provided on both sides of the majority of interior roadways within the development; the exception being the north side of the main boulevard from the proposed Blossom Way East to Ray Hearn Way. Sidewalks are also not proposed on the east side of Verandas Boulevard from the 14 Mile Road frontage to the clubhouse of the golf course. Finally, sidewalks along the projects perimeter from the main entrance along Maple Lane Drive to the intersection of Maple Lane Drive and 14 Mile Road.

A pedestrian connection along the east side of the main entrance drive (Verandas Boulevard) to the main clubhouse may be appropriate given the fact that a portion of the clubhouse will be open to the general public. In addition, the exterior sidewalk system along Maple Lane Drive should also be accounted for. The City currently has continuous sidewalks along both sides of the road up to 15 Mile Road (there are two small portions of sidewalk that are not in place along two of the existing residences).

Controlled Vehicular Access

The overall development will be served by one main boulevard traversing the site from 14 Mile Road to Maple Lane Drive. This will provide one entry/exit onto Maple Lane Road and one (1) entry/exit onto 14 Mile Road. No additional driveways will be provided to the external road system. It is noted that one (1) maintenance/emergency access is provided at the far southwest corner of the site. However, this driveway is not intended to service any of the residential or golf traffic generated by the development.

The overall site development concept concentrates on these units being purchased by retirees and seniors. As such, typically, traffic impacts are much less than a traditional single family or even multiple family development. Traffic generation is typically less with a senior or retiree-oriented development due to the fewer number of persons living in each dwelling unit and the reduced need for trips. Further, the "peak" time traffic impacts are typically less due to the fact that senior residents can conduct their trips whenever it is convenient to do so. Typically, single family households conduct many of their trips during the AM and PM peak times on their way to and from work.

Based on the traffic information provided by the applicant, a total of 8,882 vehicle trips will be generated by the overall development on a daily basis. This represents all uses within the proposed development including all ranges of housing, golf and restaurant.

Attractive Signage

The applicant has provided the intended signage package for the overall development as well as each individual development type within the overall PUD. Residential subdivision signage is limited to twenty five (25) square feet. This size requirement applies specifically to the wording/display of the actual sign, not the actual wall/structure upon which the sign is located. Further, typically individual "phases" of a development would not be permitted to have their own individual signs. Based on the fact that the development contains a variety of housing types and "neighborhoods" the Planning Department does not have any objections to the additional signage as provided for in the PUD plans.

Planned Unit Development Modifications

The following modifications are proposed from the City's conventional zoning ordinance requirements:

Single Family Residential Units

Requirement	Standard	PUD Request
Lot Width	80 Feet	46 Feet
Front	30 Feet	Approx. 20 Feet
Side	5/15 Feet	5/10 Feet
Rear	35 Feet	35 Feet (Plus Porch Encroachments)

Two Family Units

Requirement	Standard	PUD Request
Separation Between Buildings (side to side)	20 Feet	15 Feet

Multiple Family Units

Requirement	Standard	PUD Request
Front Yard Setback (Local) Separation Between Buildings	35 Feet from Usage Line Min. 30 Feet	Approx. 25 Feet from Usage Line 15 Feet

Senior Assisted Living

Requirement	Standard	PUD Request
Parking Setback Front Yard	35 Feet	Varies (10 Feet Plus)

*These modifications don't necessarily include all modifications due to the fact that the some property lines have not yet been established in the PUD concept plan.

Conclusions

The Office of Planning has completed its review and has determined that all of the specific conditions contained under Section 22.03 and other applicable design standards identified under Zoning Ordinance No. 278 have generally been met or can be met with the proposed conditions and that the proposed PUD meets the intent of the City's PUD Ordinance.

SUGGESTED ACTION:

In the case of PPCM-1161, 33203 Maple Lane Drive, I move to recommend approval of the concept plan for the Planned Unit Development, based upon the facts and plans presented, subject to the following conditions:

1. That the development and operation of the facility shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the site plan;
2. That the petitioner shall develop, maintain and operate the facility in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan.
3. The decision of the Planning Commission/City Council shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.
4. That appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights be provided for each phase as it develops.
5. That sidewalks be provided along the east side of Verandas Boulevard from 14 Mile Road to the clubhouse.
6. That a sidewalk be provided along the west side Maple Lane Drive from the proposed senior assisted living complex to the intersection of 14 Mile Road.
7. That fencing be provided along the 14 Mile frontage along the designated maintenance area.
8. That the landscaping plans be modified in accordance with the recommendations in the Planning Department's staff report of October 13th, 2016.
9. That the signage plan, including the additional sign designs and placement be approved as a part of the PUD approval.
10. That with City Council approval, the overall time frame for the completion of the project be modified from the required thirty (30) month time frame to no more than ten (10) years due to the nature and expanse of the development, with the option of further extending the time frame upon request by the applicant and approval by City Council.

This action is based on the following findings:

1. The overall development density of 807 residential units as depicted on the submitted concept plan for the property is consistent with the underlying R-80 One Family Residential Zoning District as verified by the submittal of the two (2) yield plans depicting how the site could be developed conventionally.
2. That the use of the golf course itself, the proposed fencing as well as additional landscaping provides the necessary buffer/transition from the proposed PUD to the existing single family residential dwellings.
3. That the plan provides for an efficient, aesthetic, and desirable use of the open areas and the plan is in keeping with the physical character of the city and the area surrounding the development.
4. That the plan provides adequate areas for all utilities, walkways, recreational areas, parking areas and other open spaces, and areas to be used by the public or by residents of the community.
5. The proposed modifications to the area and setback requirements are appropriate based on the configuration of the overall PUD concept plan.

STERLING HEIGHTS PLANNING COMMISSION
REGULAR MEETING
CITY HALL
October 13, 2016

LOCATION: City Council Chambers, 40555 Utica Road, Sterling Heights, MI
SUBJECT: Minutes of the Regular Meeting of the Planning Commission held October 13, 2016.

Mr. Reinowski called the meeting to order at 7:00 p.m.

Members present at roll call: Benjamin Ancona, Geoff Gariepy, Stefano Militello, Jeffrey Norgrove, Leonard Reinowski, and Gerald Rowe

Members absent at roll call: Paul Jaboro, Edward Kopp, Donald Miller

Also in attendance: Chris McLeod, City Planner
Clark Andrews, City Attorney

APPROVAL OF AGENDA

Motion by Mr. Militello, supported by Mr. Rowe to **APPROVE** the Agenda with **amendment** to move PZ16-1145 – M-59 Properties, LLC to be the first item.

Ayes: Militello, Rowe, Norgrove, Reinowski, Ancona, Gariepy,

Nays: None

Absent: Jaboro, Kopp, Miller

Motion carried.

PZ16-1145 – M-59 Properties, LLC

Request for a Conventional Rezoning from C-1 (Local Convenience Business) district, P-1 (Vehicular Parking) district and R-80 (One Family Residential) district to C-3 (General Business) district – South side of Hall Road between M-53 and Sterritt St.

Property addresses: 11106 and 11124 Hall Road, 44871, 44773 and 44891 Sterritt St.

Motion by Mr. Rowe, supported by Mr. Militello, to **POSTPONE** action on the proposed rezoning to the November 3rd, 2016 Planning Commission meeting as requested by the applicant and to allow the applicant time to meet with the surrounding residents and provide the additional information and site plan modifications as requested at the September Planning Commission meeting.

Mr. Reinowski asked if there was any discussion on the motion.

Mr. Gariepy pointed out the schedule change for the November meeting which will be held on the first Thursday, November 3rd.

Mr. Reinowski asked for any further comments. Being none, he asked for a roll call vote.

Ayes: Rowe, Militello, Ancona, Gariepy, Norgrove, Reinowski
Nays: None
Absent: Jaboro, Kopp, Miller
Motion carried.

Mr. Norgrove stated to all present, there would not be another notice sent out for the November 3rd meeting.

PPCM-1161 - Verandas – Dominic Mocerì

Requesting approval for a Planned Unit Development which includes the development of a 807 unit residential community as well as an 18 hole golf course, 9 hole practice golf course and associated clubhouse, pool and banquet center in an R-80 (One Family Residential) district – West side of Maple Lane Drive, north of Fourteen Mile in Section 34.
Property address: 33203 Maple Lane Drive

Mr. Reinowski asked Mr. McLeod for an overview (PUD) approval. At this time, a concept plan approval is being requested. Mr. McLeod displayed site plans and gave an overview of the proposal.

Mr. Reinowski asked if there were any questions from the Commissioners for Mr. McLeod.

Mr. Gariepy asked Mr. McLeod about the yield plan.

Mr. McLeod explained the yield plan is designed to set the overall density or intensity of the development. The ordinance states that the dwelling unit density shouldn't be any greater than what the underlying zoning district is. The yield plan provides for that density. That is then translated to the Verandas PUD plan that the applicant has presented.

Mr. Reinowski asked the petitioner to come forward to the podium.

Mr. Dominic Mocerì, 30005 University Dr., Auburn Hills. Mr. Mocerì stated they would like to develop a community that is much needed for the older residents that would like to age in place. They will provide world class amenities. He introduced Brandon Guest to run the power point of the proposal.

Matt Schwanitz of Giffels Webster Engineers, 1025 Maple Rd, Birmingham, MI.

Mr. Schwanitz explained their goals for the project. 1) To have boundary roads to keep golf course area feel. 2) Salvage part of golf course and make it work. There were too many things that didn't work so they started over with a new design. 3) To maintain a maximum amount of the golf course around the perimeter to keep a buffer for the majority of the existing residents. 4) To have a major gateway in and have a "front door" look as you enter the community.

Raymond Hearn of Raymond Hearn Golf Course Designs, 119 W 37th Street, Holland, MI. Mr. Hearn displayed and described the layout of the golf course.

Mr. Mocerri described the club house which will be for public and private use. He also displayed and described the architecture plans of the development. He explained they are committed to providing a sidewalk on the east side of Maple Lane.

Mr. Reinowski asked for any questions from the Commissioners for the presenters. Being none, he opened public participation.

Scott Waak, 11634 Ina Dr., Sterling Heights, has lived there for appx. 25 years. He stated he is concerned about the northeast corner where there are only a few houses. Other than trees, it was not stated what would become of that area.

Rick Bella, lives on Sebastian Lane, Sterling Heights, stated even though the proposed property is beautiful, he would like to see the golf course stay intact.

Jeff Niespolo, 33112 Sebastian Lane, Sterling Heights, asked about the community garden and the retro fitting of the barn.

Paul Smith of Sterling Heights is opposed to the development because it is taking away part of the private recreation opportunity in Sterling Heights.

Anthony Thomas, 8751 Mary Ann Drive, Sterling Heights, is concerned about the water pressure and sewage. He also asked what the starting prices of the housing will be.

Billie Wood, 33568 Sebastian Lane, Sterling Heights, wondered what provisions has the contractor made for the ecological development. She asked, once approved, can the developers change their mind on the proposal; are basements in the housing; and will their water bills increase. She is concerned about building new homes/condos when there is availability within the city now.

Alan Kazmir, 33400 Maple Lane Dr., Sterling Heights, owner of Friendly Storage. He supports the project. He gave praises to the Mocerri developers and the City of Sterling Heights for well thought out plans. He would like to see Maple Lane road expanded.

Daryl Onderik, owner and CEO of American Polish Century Club, 33204 Maple Lane, Sterling Heights. He wanted to know if there will be a banquet center in the new development.

Mark Owens, 33732 Sebastian Lane, Sterling Heights, stated he is excited for the plan. He mentioned the chain link fence by his yard is in poor shape. He asked if the plan is approved, will it remain a golf course.

Richard Krueger, 34425 Maple Lane Dr., Sterling Heights, is concerned about the traffic that will be generated on Maple Lane with the new development.

Benjamin Orjada, 11076 Mendale Dr., Sterling Heights, stated concern of how the wild life will be handled.

Mr. Reinowski asked if there was anyone else who wished to speak. Being none, he closed public participation.

Mr. McLeod stated with the PUD, once the concept plan is approved, the site plans that follow have to conform to the approved concept plan. There can be small/minor modifications but there will be a legal document of what those minor changes would consist of. He stated the drainage/water issues have not been reviewed yet by the city. The Moceris have had some initial review/plans done for drainage. Once the concept is approved the Moceris will have to provide a drainage plan and work with the city engineers. The plans of the barns don't show the exact size at this time. Mr. McLeod stated there will be discussions concerning the roads and traffic patterns.

Mr. Norgrove asked Mr. McLeod if there are plans to widen Maple Lane in the next two to five years.

Mr. McLeod stated he did not believe it is on an active list to be modified.

Mr. Militello asked Mr. McLeod if the property was development as an 80 foot lot with homes, how many homes would be allowed. He also stated there would be less traffic because of the 55 and over demographic.

Mr. McLeod answered just over 800 homes and stated the typical range for a single family home is 9-10 trips per day for the average single family home. An over 55 community (depending on the housing type) would range from 7-8. There could be two-thirds of the traffic.

Mr. Ancona asked Mr. Moceris to address the issues of Ina Drive and the wild life.

Regarding wildlife, Mr. McLeod stated they will have to work with the applicant and find out what the plan is to mitigate those birds at that location.

Mr. Moceris stated they have a traffic safety consultant. During peak hours (6:30 a.m. – 9:30 a.m.) the reduction would be 46% less traffic than if it was developed conventionally as a traditional subdivision. The average daily trips are 23% less. That's why it is mitigated in the plans. He explained the PUD is a contract and he is contractually obligated to build as the plans state. He addressed the community garden concern and stated they would be willing to relocate that to another area. Mr. Moceris explained they have taken down the barbed wire fence and will repair/replace any existing fence where needed. He stated the homes will be attainable. The price will be between the high \$200,000's and the low \$400,000's, and the rentals will be from \$1,350 to \$2,500 per month. In addressing the question of a banquet center, he stated there is a banquet center there now. They have designed a grand ballroom that will overlook the golf course. It will be a different price point than the American Polish Banquet Center.

Mr. Rowe asked if there are basements in the units and asked the size of the barn.

Mr. Mocerri stated yes, more than three-fourths of the homes will have basements. In the barn area, two buildings remain. The tin building and a basement and foundation from an old fire get removed. He explained they will keep the existing barn but restore it. The approximate measurements will be 60 feet long, 36 feet wide and 24 feet tall.

Mr. Rowe asked about the wildlife existing in the area.

Mr. Mocerri stated when they go through the engineering approvals, and it's brought before the Department of Environmental Quality, they take it to the Department of Natural Resources.

Mr. Rowe asked how much club house parking is proposed.

Mr. Mocerri stated there are approximately 274 parking spaces. He stated there will be valet parking which will be beneficial when there are larger events at the club house.

Mr. Rowe asked about the roads having public access.

Mr. Mocerri explained there will be public access but the roads within the community will be maintained privately.

Mr. Norgrove asked Mr. Mocerri to address the loss and replanting of trees.

Mr. Mocerri stated the landscape plan is documented in the contract. There will be about 8:1 ratio of replanting to removing. Their goal is to create a great canopy of greenery.

Mr. Gariepy stated with the 20 percent of the community possibly being under 55, what is the impact to the school system.

Mr. Mocerri stated it would be less than 50 children and would not greatly impact the schools.

Mr. Gariepy asked what the downtime during construction will be when the golf course is not open.

Mr. Mocerri stated the golf course will be open through the 2017 and 2018 seasons. The downtime will be the entire 2019 season with a reopening 9 holes in spring of 2020. Their goal is to have 18 holes open by the fall of 2020.

Mr. Gariepy asked Mr. Mocerri to describe the senior living aspect.

Mr. Mocerri stated 119 units are designed for independent living and 41 for assisted. Of the 41, 25 will be for memory care, and then 24 will have assistance as needed.

Mr. Reinowski asked if there were any further questions from the Commissioners. Being none he asked for a motion.

Motion by Mr. Norgrove, supported by Mr. Militello in the case of PPCM-1161, 33203 Maple Lane Drive, I move to **recommend City Council approval** of the concept plan for the Planned Unit Development, based upon the facts and plans presented, subject to the following conditions:

1. That the development and operation of the facility shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the site plan;
2. That the petitioner shall develop, maintain and operate the facility in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan.
3. The decision of the Planning Commission/City Council shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.
4. That appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights be provided for each phase as it develops.
5. That sidewalks be provided along the east side of Verandas Boulevard from 14 Mile Road to the clubhouse.
6. That a sidewalk be provided along the east side Maple Lane Drive from the proposed senior assisted living complex to the intersection of 14 Mile Road.
7. That fencing be provided along the 14 Mile frontage along the designated maintenance area.
8. That the landscaping plans be modified in accordance with the recommendations in the Planning Department's staff report of October 13th, 2016.
9. That the signage plan, including the additional sign designs and placement be approved as a part of the PUD approval.
10. That with City Council approval, the overall time frame for the completion of the project be modified from the required thirty (30) month time frame to no more than ten (10) years due to the nature and expanse of the development, with the option of further extending the time frame upon request by the applicant and approval by City Council.
11. With the sidewalk plan to be determined later by the Planning Department. See email from Mr. Mocerri as documentation.

This action is based on the following findings:

1. The overall development density of 807 residential units as depicted on the submitted concept plan for the property is consistent with the underlying R-80 One Family Residential Zoning District as verified by the submittal of the two (2) yield plans depicting how the site could be developed conventionally.

2. That the use of the golf course itself, the proposed fencing as well as additional landscaping provides the necessary buffer/transition from the proposed PUD to the existing single family residential dwellings.
3. That the plan provides for an efficient, aesthetic, and desirable use of the open areas and the plan is in keeping with the physical character of the city and the area surrounding the development.
4. That the plan provides adequate areas for all utilities, walkways, recreational areas, parking areas and other open spaces, and areas to be used by the public or by residents of the community.
5. The proposed modifications to the area and setback requirements are appropriate based on the configuration of the overall PUD concept plan.

Mr. Reinowski asked for any discussion on the motion.

Mr. Ancona suggested including an email, as documentation, from Mr. Mocerri to number 11 of the motion.

Mr. Rowe suggested to add the words "City Council" approval of the concept plan.

Mr. Mocerri pointed out number 6 stated "west" side of Maple Lane drive and should be "east" side.

Motion to **AMEND** by Mr. Norgrove, supported by Mr. Militello to add words "City Council" and to revise numbers 6 and 11.

Mr. Reinowski asked for a roll call vote.

Ayes: Norgrove, Militello, Reinowski, Rowe, Ancona, Gariepy

Nays: None

Absent: Jaboro, Kopp, Miller

Motion carried.

Mr. Reinowski called for a 10 minute recess.

PSP16-0030 – Michael Boguth

Request approval for an RV and automobile sales lot and ancillary uses in a C-3 (General Business) district – West side of Mound Road, north of Fifteen Mile Road in Section 29.
Property address: 35445 Mound Road

Mr. Reinowski asked Mr. McLeod for an overview.

Mr. McLeod displayed the site plan and gave an overview. He stated this is a Site Plan Approval for additional sales and display lot for vehicles, a building addition, and associated improvements for a used car and vehicle/RV sales lot.

Mr. Reinowski asked the petitioner to come forward to the podium.

Michael Boguth, 38431 River Park Dr., Sterling Heights stated after purchasing an additional acre lot, they are asking for the additional 76 feet to continue display space.

Mr. Reinowski asked for any questions from the Commissioners for the petitioner.

Mr. Gariepy expressed concern with the loss of the tree line along the western property line. He asked Mr. Boguth if the new trees will be mature trees and if the residents will be able to see the light posts from their yards. He stated he would like to see more green space at the rear (west) side of the property.

Mr. Boguth stated the new trees should be about 15 to 20 feet in height. He explained the residents may be able to see part of the light posts but will not be able to see the light. When the business is closed the lighting will be reduced by about 50 percent.

There was much discussion regarding types of trees that could be used in/near the easement area. Mr. McLeod stated typically a small shrub or flowering plant would be permissible in the easement area but nothing with a significant root system. The petitioner is willing to revise types of trees and have a denser wall of greenery. The majority of lighting will be towards the front of the property and what is in the rear (west side) of the property will be directed away from residents and also be reduced during closed hours.

There was no public present for public participation.

Mr. Reinowski called for a motion.

Motion by Mr. Militello, supported by Mr. Rowe in the case of PSP16-0030, 35235, 35269, 35311, 35401 and 35425 Mound Road, I move to **APPROVE** the site plan approval based upon the facts and plans presented, subject to the following conditions:

1. That the development and operation of the facility shall remain consistent with the scale and nature of the use as described in the proposal, during the Planning Commission meeting and reflected on the site plan;
2. That the petitioner shall develop, maintain and operate the facility in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan;
3. That the petitioner file a Notice of Approval with the Macomb County Register of Deeds within sixty (60) days following this action. Failure to file this notice will serve as grounds to revoke the Approval;
4. The decision of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission in the meeting are found to

be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.

5. That the Planning Commission has found that the proposed site plan and use is compliant with the applicable zoning ordinance requirements.
6. That the petitioner receive a variance for the reduced front yard setback and the elimination/modification of the street and parking lot trees – otherwise, the site must be reconfigured in a manner that does not incorporate the variances.
7. That the driveway at the north end of the site be reduced to no more than thirty (30) feet in width and meet all requirements of the City of Sterling Heights and Macomb County Department of Roads.
8. That the fencing visible from Mound Road be of a decorative nature and that the fencing along the north property line not extend into the required front yard setback.
9. Decorative lighting fixtures to be utilized within the front portion of the parking lot and a photometric plan complying with zoning ordinance requirements be provided.
10. Emergency access shall be provided throughout the site which will require access through the sliding gate proposed, subject to approval of the Fire Department.
11. Sign review and approval is a separate process and not a part of this review.
12. There will be a more intense density of trees, i.e. Arborvitaes, for a green wall effect in the back (west) of the property.

This action is based on the following findings:

1. That the use of the site is a permissible use in the C-3 General Business District and when the conditions noted above are complied with the site will comply with the City's Zoning Ordinance requirements.

Mr. Gariepy suggested adding number 12 to the motion regarding specifics of a more dense use of trees.

Motion by Mr. Militello, supported Mr. Rowe to **AMEND** by adding number 12.

Mr. Reinowski called for a roll call vote.

Ayes: Militello, Rowe, Norgrove, Reinowski, Ancona, Gariepy

Nays: None

Absent: Jaboro, Kopp, Miller

Motion Carried.

PPCM-1162 – Bryan Lindstrom

Requesting approval for a special approval land use to operate an indoor recreational facility in an M-1 (Light Industrial) district – North side of Nineteen Mile Road between Merrill Road and Van Dyke in Section 4.

Property address: 6405 Nineteen Mile Road

Mr. Reinowski asked Mr. McLeod for an overview.

Mr. McLeod gave an overview and stated the indoor recreation use is for volleyball. The hours of operation will be Monday through Friday 4 p.m. to 10 p.m., Saturday and Sunday from 9 a.m. to 6 p.m. There will be three individual courts, a training area and a lesson area.

Mr. Reinowski asked for any other questions from the Commissioners. Being none, he asked the petitioner to come forward to the podium.

Mr. Bryan Lindstrom, 3702 Hogan Circle, Rochester Hills, stated their current lease in Rochester has ended and they feel this location in Sterling Heights would benefit their needs.

Mr. Reinowski asked if there were any questions from the Commissioners. Being none, he stated there is no one present for public participation.

Motion by Mr. Rowe, supported by Mr. Militello in the case of PPCM-1162, 6405 19 Mile Road, I move to **APPROVE** the Special Approval Land Use based upon the facts and plans presented, subject to the following conditions:

1. That the use and operation of the facility shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the plans;
2. That the petitioner shall develop, maintain and operate the facility in compliance with all pertinent codes, ordinances and standards of the City of Sterling Heights, County of Macomb and the State of Michigan;
3. That the petitioner file a Notice of Approval with the Macomb County Register of Deeds within sixty (60) days following this action. Failure to file this notice will serve as grounds to revoke the Special Approval Land Use;
4. That the petitioner file and deliver a Hold Harmless Agreement in favor of the City in form and substance satisfactory to the City Attorney.
5. The decision of the Planning Commission shall remain valid and in force only as long as the facts and information presented to the Commission in the public hearing are found to be correct and the conditions upon which this motion is based are forever maintained as presented to the Commission.
6. That the Planning Commission has determined that the proposed indoor recreation facility use is compliant with Section 25.02 of the Zoning Ordinance.
7. That no outdoor activity be conducted onsite and further, that any noises emanating from the building be kept at a minimum.

This action is based on the following findings:

1. That the proposed indoor recreational facility is in conformance with the general planning standards of Section 25.02 of the Zoning Ordinance as outlined in comments A-G above.
2. That the proposed indoor recreational facility meets or exceeds all other applicable Zoning Ordinance requirements upon compliance with conditions #1-#7 above.

Mr. Reinowski asked for any questions from Commissioners. Being none, he asked for a roll call vote.

Ayes: Rowe, Militello, Ancona, Gariepy, Norgrove, Reinowski
Nays: None
Absent: Kopp, Jaboro, Miller
Motion Carried.

PZ16-1147 – Planning Commission/City Council

Proposed text amendments to Zoning Ordinance No. 278 amending Article 28 General Provisions by adding a new Section 28.19 Outdoor Patio Spaces (and renumbering the remaining Sections sequentially) and any other technical corrections related to Zoning Ordinance No. 278 (adopted September 13, 1989, as amended).

Mr. Reinowski asked Mr. McLeod for an overview.

Mr. McLeod gave an overview stating this would provide regulations for anyone desiring to create an outdoor patio to an existing establishment. This would also provide a nuisance mitigation plan. If the patio space is adjacent within 500 feet of a residence, the Planning Commission would become the reviewing body of the outdoor patio space. In the revised version of the ordinance, penalties will be stricter. If there are two violations received within a 12 month period, the Planning Commission could suspend or revoke the outdoor patio space approval or license. If there is a third violation, it is an automatic revocation or suspension of the license. The reason the City is proposing this; there have been a number of issues for the surrounding residents near these types of patio spaces. The City wants to make sure the residents are protected as well as provide these types of uses with the outdoor patio spaces.

Mr. Gariepy asked Mr. McLeod if the existing patio spaces substantially conform to the provisions that would be enacted if this were to become an ordinance.

Mr. McLeod stated a lot of them would conform because they don't abut residential. Those that do abut residential may have to come into compliance with the licensing provision.

Mr. McLeod explained being two separate ordinances, there will be two separate ways this is going to be enacted. As a zoning ordinance provision, the existing patios that are legally in place will be "grandfathered". The operation of them, under the regulatory ordinance going before City Council, will have to conform to the regulatory provision. Any operation of the patio would have to comply with any regulatory provisions, the "sister" ordinance that is going before City Council. The physical presence can stay, but how it operates may have to change.

Mr. Gariepy asked if someone is not in compliance, will the changes have to be immediate.

Mr. McLeod stated some may have to modify how they operate which may lead to modifying their physical site. There are some outdoor patios that are infringing on the right of residents near them.

Mr. Gariepy asked if this could cause problems or be any litigation issues with enforcing the new ordinance.

Mr. McLeod stated the presence of the patio would be "grandfathered" as long as it achieved approvals through the city. The operation of the patio would have to conform to the regulatory provisions moving forward which may cause some businesses to make changes.

Mr. Andrews explained the reason the City does licensing or zoning ordinances, is because the current ordinances may not offer much guidance.

Mr. Gariepy asked if all the businesses will be notified about the possible provisions coming up.

Mr. Andrews stated they typically do not give specific notices beyond what is required under the statute. Once adopted, they are required to publish a notice of the new ordinance in the newspaper. They will also put notifications on the website and notify by way of cable television.

Mr. Rowe asked administration for direction regarding the nuisance mitigation plan that deals with noise and such.

Mr. McLeod stated it will be just as any other site plan coming before the Planning Commission Board. There will be a staff report to follow and if needed, make adjustments and have discussion. There will be variables that decide what is needed for each case specifically. This will mainly be for patios close to residents.

Motion by Mr. Gariepy, supported by Mr. Rowe in the case of PZ16-1147-Planning Commission/City Council move to **RECOMMEND** to the Sterling Heights City Council the approval of Zoning Ordinance No. 278- ___ as presented.

Mr. Reinowski asked for any question from Commissioners. Being none, he stated there was no one present for public participation. He asked for a roll call vote.

Ayes: Gariepy, Rowe, Militello, Norgrove, Reinowski, Ancona

Nays: None

Absent: Jaboro, Kopp, Miller

Motion Carried.

CITIZEN PARTICIPATION

None.

APPROVAL OF MINUTES

Motion by Mr. Rowe, supported by Mr. Militello, to **APPROVE** the minutes of September 8, 2106.

Ayes: Rowe, Militello, Ancona, Gariepy, Norgrove, Reinowski

Nays: None

Absent: Jaboro, Kopp, Miller

Abstained: None

Motion Carried.

CORRESPONDENCE

Invitation for an event on October 5, 2016

OLD BUSINESS

None.

NEW BUSINESS

None.

MOTION TO ADJOURN

Motion by Mr. Gariepy, supported by Mr. Rowe to **ADJOURN**.

Ayes: Gariepy, Rowe, Militello, Norgrove, Reinowski, Ancona

Nays: None

Absent: Jaboro, Kopp, Miller

Motion Carried.

The meeting adjourned at 10:28 p.m.

APPLICATION FOR SITE PLAN APPROVAL
CITY OF STERLING HEIGHTS

Approval of a site plan is hereby requested for the following parcel of land in the City of Sterling Heights. This application is submitted with TEN(10) copies of the site plan and other data as required by the City Zoning Ordinance and outlined in the procedure guide for approval of site plans.

TWELVE (12) copies of site plan are required if going to Planning Commission.

PLEASE PRINT OR TYPE ALL INFORMATION.

1. Proposed development name: Verandas
2. Parcel address: 33203 Maple Lane Drive
3. Location of property is on the West side of Maple Lane Drive
Road between 14 Mile Road and Maple Road in Section 34 & 35

4. The property is presently zoned R-80
5. The total site area is 288 acres.
6. Portion of total site area being developed is 100% of site has been developed, 100% will be redeveloped
7. It is proposed that the following building(s) will be constructed (indicate the number of buildings;
whether they will be sold or retained under single ownership; and, if they are to be leased, the period of the lease.
- 277 Single Family Cottages and 116 Duets for sale.
- 110 Ranchettes, 108 Apartment Homes and 36 Townhomes for lease.
- Senior Residence Building - 160 units (CCRC), Clubhouse - Pool, Banquet Center,
Golf Pro Shop, 18 Hole Golf Course and 9 Hole Practice Course.

9. Present land owner:

<u>Maple Lane Holdings, LLC.</u>	<u>3005 University Drive, #100</u>		
(name)	(address)		
<u>Auburn Hills</u>	<u>Michigan</u>	<u>48326</u>	<u>248.340.9400</u>
(city)	(state)	(zip)	(phone)

10. Applicant requesting site plan approval:

<u>Dominic J. Mocerri</u>	<u>3005 University Drive, #100</u>		
(name)	(address)		
<u>Auburn Hills</u>	<u>Michigan</u>	<u>48326</u>	<u>248.860.5519</u>
(city)	(state)	(zip)	(phone)
<u>Dominic@mocerri.com</u>			
(email address)			

11. Applicant's basis of representation (e.g., owner, attorney, architect, engineer, option to buy):

Agent of Owner



Signature of Land Owner

Dominic J. Mocerri

Print Name

Signature of Applicant(s)

Print Name

- ❖ DOCUMENTATION MUST BE INCLUDED THAT VERIFIES OWNERSHIP OR INTEREST IN THE PROPERTY (i.e., Warranty Deed, Land Contract, lease, option, etc.)
- ❖ IF THE APPLICANT INTENDS TO APPLY FOR A LIQUOR LICENSE, YOU MUST FILE AN APPLICATION WITH THE CITY CLERK'S OFFICE PRIOR TO BEGINNING CONSTRUCTION.
- ❖ ALL PRINTS MUST BE SEALED AND FOLDED WITH THE TITLE BLOCK SHOWN.

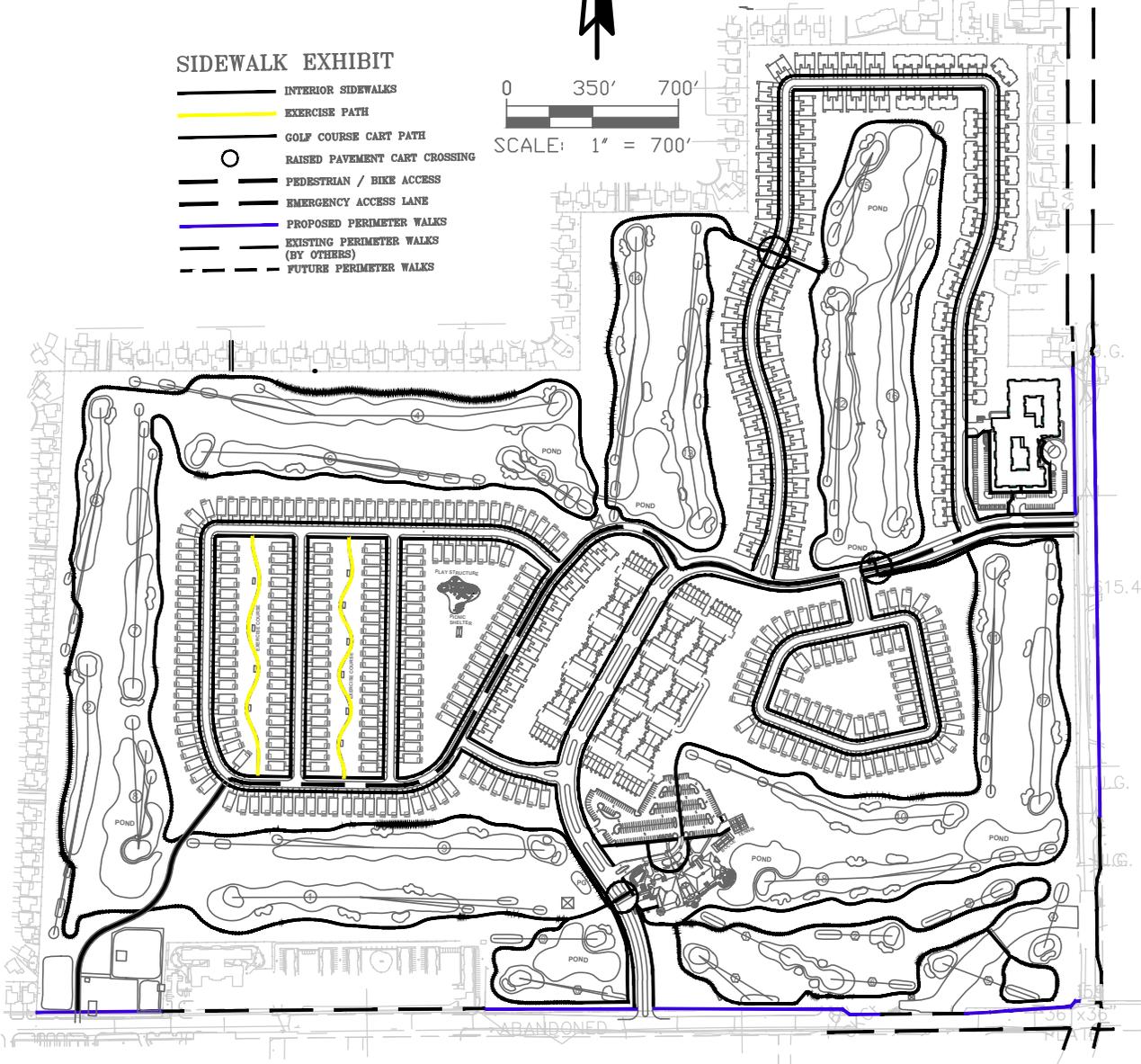
EXHIBIT B



0 350' 700'
SCALE: 1" = 700'

SIDEWALK EXHIBIT

- INTERIOR SIDEWALKS
- EXERCISE PATH
- GOLF COURSE CART PATH
- RAISED PAVEMENT CART CROSSING
- PEDESTRIAN / BIKE ACCESS
- EMERGENCY ACCESS LANE
- PROPOSED PERIMETER WALKS
- EXISTING PERIMETER WALKS (BY OTHERS)
- FUTURE PERIMETER WALKS



INTERIOR SIDEWALKS	5 FEET WIDE CONCRETE	34,400 FT	6.52 MILES
EXERCISE PATH	8 FEET WIDE ASPHALT	2,040 FT	0.40 MILES
GOLF COURSE CART PATH	8 FEET WIDE ASPHALT	33,400 FT	6.33 MILES
EMERGENCY ACCESS LANE	20 FEET WIDE ASPHALT	1,160 FT	0.22 MILES
INTERIOR PED / BIKE PATH	(ALONG INTERIOR STREETS)	4,110 FT	0.78 MILES
PROPOSED PERIMETER SIDEWALKS	5 FEET WIDE CONCRETE	5020 FT	0.95 MILES
TOTAL		80,130 FT	15.20 MILES



Know what's below.
Call before you dig.

VERANDAS AT MAPLE LANE

STERLING HEIGHTS, MACOMB, MICHIGAN

EXHIBIT B - SIDEWALKS



1025 East Maple Road
Suite 100
Birmingham, MI 48009
p (248) 852-3100
f (313) 962-5068
www.giffelswebster.com

Executive: MS
Manager: JKA
Designer: JKA
Quality Control: MP
Section: 34
T-02-N R-11-E

Developed For:

MOCERI OAKLAND / MACOMB
PROPERTIES
3005 UNIVERSITY DRIVE
AUBURN HILLS, MI 48326

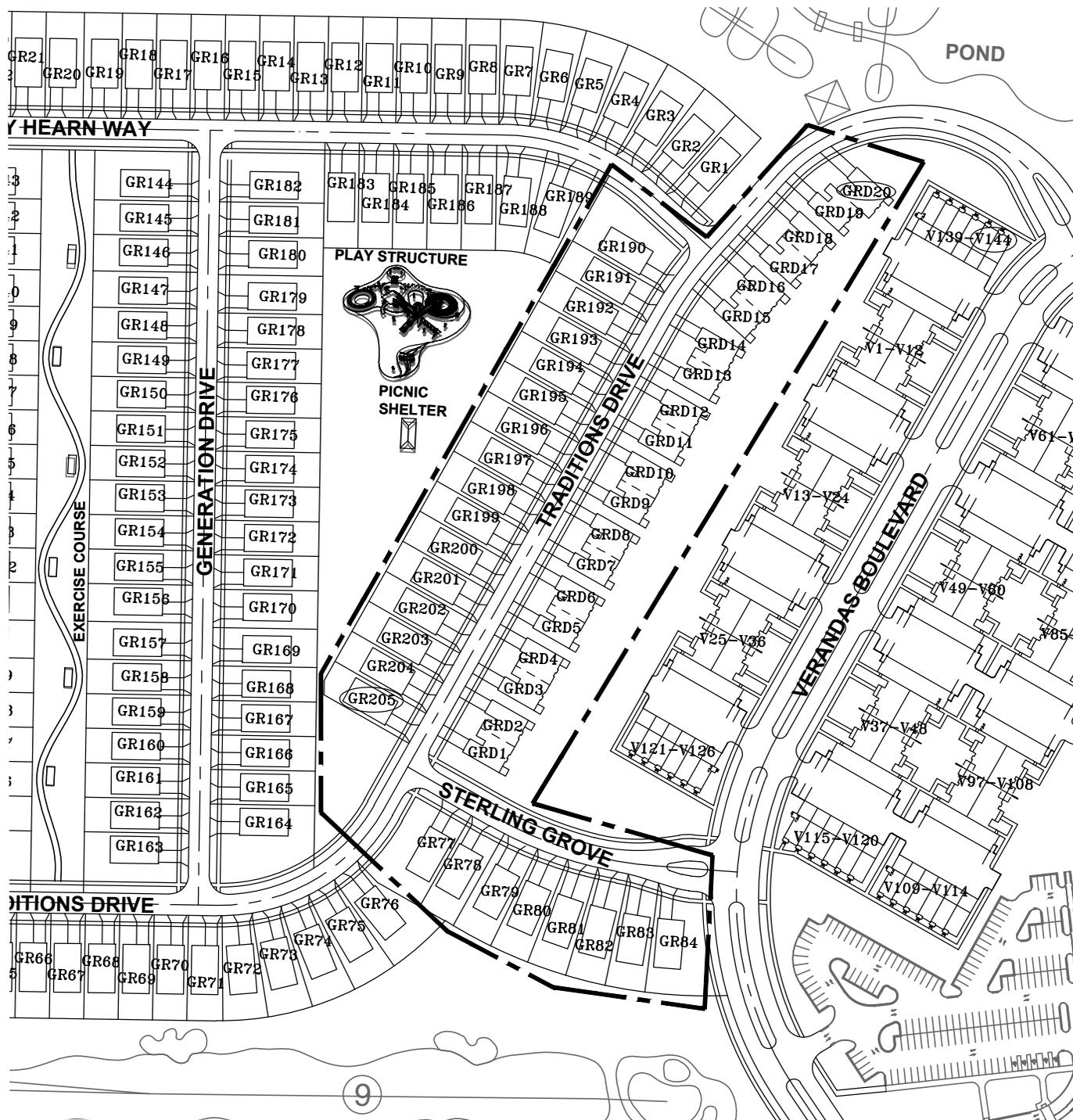
248-340-9400

DATE:		ISSUE:	
Date	Issue	Date	Issue

Date: 10-25-2016
Scale: 1"=700'
Sheet: 1 OF 1
Project: 18999.00

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EXHIBIT C



0 100' 200'
SCALE: 1" = 200'



Know what's below.
Call before you dig.

VERANDAS AT MAPLE LANE

STERLING HEIGHTS, MACOMB, MICHIGAN

EXHIBIT C - DUET / SF OPTION



1025 East Maple Road
Suite 100
Birmingham, MI 48009
p (248) 852-3100
f (313) 962-5068
www.giffelswebster.com

Executive: MS
Manager: JKA
Designer: JKA
Quality Control: MP
Section: 34
T-02-N R-11-E

Developed For:

MOCERI OAKLAND / MACOMB
PROPERTIES
3005 UNIVERSITY DRIVE
AUBURN HILLS, MI 48326

248-340-9400

DATE:		ISSUE:	
Date	Issue	Date	Issue

Date: 10-25-2016
Scale: 1"=700'
Sheet: 1 OF 1
Project: 18999.00

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

Delivered NOV 10, 2016

City Clerk's Use
Item No: 2 A-E
Meeting: 11/15/16

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)

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

Suggested Action:

MOVED BY:

SECONDED BY:

- 2. A. Approval of Minutes
Regular Meeting of November 1, 2016**
- B. Approval of Bills**
- C. To authorize the City Attorney to pursue all available remedies to abate the code violations and nuisance conditions existing at 36950 Dequindre Road.**
- D. To set a public hearing on the proposed Parks, Recreation and Non-Motorized Master Plan 2017 – 2021.**
- E. To approve Agreements for Professional Architectural Services for Construction of Park Improvements**

*Delivered November 10, 2016
Agenda Item 2-A
Meeting: 11/15/16*

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, NOVEMBER 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 Vanderpool, City Manager; Marc D. Kaszubski, City Attorney; Mark Carufel, City Clerk; Madeline L. Ranella, Recording Secretary.

APPROVAL OF AGENDA

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

Yes: All. The motion carried.

REPORT FROM CITY MANAGER

Mr. Vanderpool reported in observance of Veterans' Day, City offices would be closed for business on Friday, November 11. The municipal offices include City Hall, Public

Library, Parks & Recreation Center, Senior Active Life Center, 41-A District Court and the Nature Center. He pointed out the closure will not affect the City's refuse schedule. Mr. Vanderpool reported the Annual Veterans Day Ceremony would be held at 11 am on Friday, November 11 at the Sterling Heights Recreation Center. The ceremony is co-sponsored by local veterans' groups with the assistance of the Sterling Heights Community Foundation and made possible this year with the generosity of Sam's Club and Utica Van Dyke Towing. He stated the Foundation is presently seeking additional sponsors to support the ceremony. Additional information can be obtained by contacting the Community Relations Department at 586-446-CITY.

Mr. Vanderpool reported this year's Pride & SHINE Day is this Saturday, November 5th. Residents are encouraged to make their properties "SHINE" in preparation for the upcoming winter months. He pointed out volunteers are needed to assist residents who need help in cleaning up their property and this might be a good opportunity for students in the audience to take part in the cleanup efforts. For more information interested persons could contact Community Relations at 586-446-CITY.

Mr. Vanderpool reported as part of Pride & SHINE Day, the City of Sterling Heights has partnered with ReLeaf Michigan to plant 15 trees on Saturday, November 5th along 17 Mile Road and Utica Road in Sterling Heights. Organizers are looking for volunteers to help out on Saturday morning. He pointed out this is a family friendly event and is free to any members of the public wishing to volunteer. ReLeaf Michigan will demonstrate how to properly plant a tree at 9:00 a.m. ReLeaf Michigan, a non-profit organization, partners with communities statewide to increase tree canopy cover through tree planting

events. Trees provide many benefits to communities such as shade, improving economic vitality of commercial districts, absorbing storm water and reducing carbon in our atmosphere. By partnering with ReLeaf Michigan, the City of Sterling Heights continues to build on an already successful forestry program that invests in the City's future. This planting is being sponsored by ReLeaf Michigan, DTE Energy Foundation and the City of Sterling Heights.

Mr. Vanderpool reported on an item in the Consent Agenda for approval to purchase new software for the Department of Public Works and stated the purchase is mostly funded through grant revenue. This software will create a "virtual blueprint" of the City's utility assets and will allow DPW staff to track location, age, maintenance performed and useful life expectancy of all its utilities. By utilizing this software, DPW staff will make informed decisions on when it is most cost effective to repair, replace or rehabilitate utility assets, and to develop a long-term strategy to ensure its ability to deliver reliable utility service. The Cityworks Software Suite will integrate with SeeClickFix and allow residents to report issues that will generate work orders through Cityworks, preventing double entries and keeping all departments up to date and in-sync.

Mr. Vanderpool reported the City is expanding our on-demand snow removal and lawn mowing offerings by working with Michigan-owned and operated "LawnGuru", which is now available for residents to download and use. Lawn Guru allows users to summon a certified contractor, pay for requested services via credit card and receive a receipt and picture of follow-up, all from the convenience of a smartphone, tablet or desktop computer. He pointed out the City is hosting two LawnGuru signup fairs on Monday,

November 21 from 10:00 a.m. to 12:00 p.m. and Thursday, December 1 from 1:00 p.m. to 3:00 p.m. in the Library Programming Center. A public service announcement was shown at this time and Co-Founder Brandon Bertrang from LawnGuru explained the partnership with the City.

Mr. Vanderpool pointed out Sterling Heights residents that sign up will receive a discount and \$15.00 off their first snow-clearing service.

Mr. Vanderpool discussed the importance of parks and recreation and highlighted the key points of the resolution, pointing out the various studies that were done to show the importance of parks. He introduced Mr. Jason Castor, City Development Manager, to provide an update on the Clinton River cleanup.

Mr. Castor used a PowerPoint presentation to show the Clinton River Habitat Restoration, the tree removals, the installation of launches, soft landings and the new pedestrian bridge.

Mr. Jamie Burton from HRC talked about the things that will start occurring and showed all the opportunities available for residents.

Mr. Vanderpool pointed out the EPA \$4.5 million grant doesn't build out all of the amenities. These amenities have been incorporated for inclusion on the ballot.

PRESENTATION

Mr. Vanderpool made a presentation as it relates to Tammy Turgeon, Library Director of the Sterling Heights Public Library and Director of the Suburban Library Cooperative being named as 2016 Librarian of the Year by the Michigan Library Association.

He introduced Gail Madziar, MLA Executive Director, to make the presentation to Mrs. Turgeon.

Ms. Gail Madziar pointed out the achievements of Mrs. Turgeon and the reason she is so deserving of this award.

State of Michigan Representatives Jeff Farrington and Henry Yanez presented a special tribute that was endorsed by themselves as well as State Senator Tory Rocca and Governor Snyder.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, to recognize and honor Sterling Heights Public Library Director Tammy Turgeon for being named *2016 Librarian of the Year* by the Michigan Library Association.

Councilwoman Schmidt congratulated Mrs. Turgeon on a well deserved honor.

Yes: All. The motion carried.

ORDINANCE INTRODUCTION

1. City Planner Chris McLeod, explained the request for introduction of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the west side of Schoenherr Road, south of Moravian Road, in Section 35 from O-1 (Business & Professional Office District) and P-1 (Vehicular Parking District) to C-3 (General Business District); Case No. PZ16-1143.

Mr. Phil Ruggeri, 43231 Schoenherr, Sterling Heights, attorney representing the petitioner, Leonardo Plaza, LLC, explained the architect Michael Gordon was also present along with the petitioner. He explained the history of this property

and the request being made. Mr. Ruggeri pointed out the many concessions made by the petitioner to address the concerns of the abutting neighbors.

Mr. Paul Smith of Sterling Heights stated the petitioner was able to purchase this property for a good price and this development is a good value for the developer if all the variances are approved.

Mr. Bob Moffa expressed concern with the safety of persons exiting the site.

Mr. Giulio Russo expressed concern with the deceleration lane and felt it could be eliminated. He stated there is a need to let owners of property know what could be developed on their properties in the future.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, to introduce a map amendment to conditionally rezone property on the west side of Schoenherr Road, south of Moravian Road in Section 35, from O-1 (Business & Professional Office District) and P-1 (Vehicular Parking District) to C-3 (General Business District), Case No. PZ15-1143, and direct the Applicant to proceed to finalize a proposed agreement so that the City Council can further evaluate the offer of conditional rezoning of the property at the December 6th, 2016 regular meeting.

Councilwoman Schmidt stated she has been waiting for this left turn arrow since she moved into her house. She asked Mr. Ruggeri to expand on the requirements of the key tenant, Tim Hortons, to allow certain types of businesses.

Mr. Ruggeri responded they don't want another fast food facility and would prefer a telephone store or something of that type.

Councilwoman Schmidt questioned whether the petitioner had any other tenants at this time.

Mr. Ruggeri was not aware of any.

Councilwoman Schmidt stated her only concern is the speaker for the drive-thru and where it's going to be located. She appreciates the petitioner working with the condominium association to try and resolve their fears. She believes this is going to be a good development for this corner, which has been empty for a long time. Councilwoman Schmidt wanted an assurance that this would really be a Tim Hortons and not a Taco Bell.

Mr. Ruggeri reassured Councilwoman Schmidt that they had a signed agreement from Tim Hortons.

Councilwoman Ziarko questioned the possibility of a no left turn to go north on to Schoenherr.

Mr. Ruggeri responded there would be ample distance from the intersection and the deceleration lane is more than sufficient to take care of any issues.

Councilwoman Ziarko questioned whether there were any improvements going in on the westbound going eastbound side of Schoenherr.

Mr. Ruggeri responded he could not speak for the other side of Schoenherr.

Councilwoman Ziarko asked Mr. McLeod to give another example in the City of a center similar to this one with more than one tenant with a drive-thru and how successful that has been.

Mr. McLeod responded one of the most successful ones is at 16 Mile and Dequindre and another at 16 Mile and Mound. He also pointed out there is a total of four requests in the planning stages right now.

Councilwoman Ziarko appreciates the petitioner working with the residents.

Councilwoman Koski asked Mr. Ruggeri to confirm the traffic pattern coming in off of Schoenherr and making a right or left turn into the property.

Mr. Ruggeri pointed out the one-way traffic to the drive-thru.

Councilwoman Koski questioned whether the petitioner has contacted the Condominium Association in regard to their acceptance of additional landscaping.

Mr. Ruggeri responded they indicated they were going to meet with their association and see if they approve it. He pointed out they made it a condition in the proposal.

Councilwoman Koski inquired whether the Association could go to the petitioner after the additional tenants move in and request additional buffering.

Mr. Ruggeri responded yes, it is an open condition.

Councilman Shannon pointed out the concerns of residents during the Planning Commission meeting as it relates to traffic issues and stated this should be an improvement and make residents happy.

Councilman Shannon asked Mr. McLeod to address the area where the proposed development is going and to show how that is the only lot that is available for any type of development.

Mr. McLeod showed the location of the proposed development and stated all the property around it is owned by Consumers Energy.

Councilman Shannon is in favor of Tim Hortons on this site.

Mayor Taylor stated he would be voting in favor of this request since the concerns of the residents have been addressed. He pointed out he is not too concerned about the deceleration lane and is comfortable with the fact that it would be a safe and good development for this area

Yes: All. The motion carried.

CONSENT AGENDA

2. Moved by Koski, seconded by Romano, **RESOLVED**, to approve the Consent Agenda:
 - A. To approve the minutes of the Regular Meeting of October 18, 2016, as presented.
 - B. To approve payment of the bills as presented: General Fund - \$649,265.94, Water & Sewer Fund - \$28,348.93, Other Funds - \$1,239,443.05, Total Checks - \$1,917,057.92.
 - C. **RESOLVED**, to award the bid for the removal and replacement of the roof at Fire Station #5 to Esko Maintenance Company, d/b/a Esko Roofing & Sheet Metal, 14000 Simone, Shelby Township, MI 48315, in the amount of \$139,200.
 - D. **RESOLVED**, to:
 - (a) Purchase the *Cityworks* computer maintenance management from Azteca Systems, LLC, 11075 South State St., Suite 24, Sandy, UT 84070 at a cost of \$31,500; and,
 - (b) Accept a proposal by Geographic Information Services, Inc., 2100 Riverchase Center, Suite 105, Birmingham, AL 35244 for the implementation of the *Cityworks Software* system at a cost of \$73,100;

- (c) Accept a proposal by *SeeClickFix* Inc., 746 Chapel St., New Haven, CT 06510 for the integration of existing data with *Cityworks* at a cost of \$21,000; requiring a \$600 budget amendment from Water & Sewer Fund reserves; and,
- (d) Authorize the City Manager to extend the term of the maintenance agreement annually on the same terms and conditions and sign all documentation required on behalf of the City.

- E. **RESOLVED**, to approve the Municipal Primary Street Maintenance Agreement between the City of Sterling Heights and the Macomb County Department of Roads for the period October 1, 2016 to September 30, 2017, and authorize the City Manager and City Clerk to sign the Agreement on behalf of the City.
- F. **RESOLVED**, to adopt the resolution establishing a Sister City Partnership between the Cities of Sterling Heights, Michigan, U.S.A. and Jaffna, Sri Lanka:

RESOLUTION

STERLING HEIGHTS CITY COUNCIL

A resolution establishing a Sister City partnership with Jaffna, Sri Lanka.

Sister City partnerships create opportunities for the partners and their respective municipal officials and residents to explore and learn about other cultures. These long-term partnerships can also foster an environment in which economic and community development can be implemented and strengthened. The partners learn about and creatively solve common problems through reciprocal cultural,

educational, municipal, business, professional and technical exchanges and projects.

The city of Sterling Heights forged Sister City Partnerships with Tetovo, Macedonia in 1982, Legazpi City, Philippines in 1999, Cassino, Italy in 2006, Sorsogon City, Philippines in 2008, Sant' Elia Fiumerapido, Italy in 2010, and Shengjin, Albania in 2013.

The city of Sterling Heights has received a request by a resident to establish a Sister City Partnership with Jaffna, the capital city for the northern province of Sri Lanka. A city of 88,000 residents, Jaffna has a rich cultural history dating back many centuries.

The city of Sterling Heights has a rich tradition of forming partnerships with cities in other countries, in an effort to learn from other cultures and traditions. In an increasingly global economy, the city of Sterling Heights can benefit by increasing awareness of other communities across the globe.

The Sterling Heights Ethnic Community Committee will share information about each others' communities and residents through e-mail and other means of communication.

NOW, THEREFORE,

BE IT RESOLVED, to approve a Sister City Partnership between the City of Sterling Heights, State of Michigan, United States of America and Jaffna, Sri Lanka.

BE IT FURTHER RESOLVED, the City of Sterling Heights looks forward to a long and mutually beneficial relationship with the citizens of Jaffna, Sri Lanka.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sterling Heights to be affixed this 1st day of November, 2016.

Mark Carufel, City Clerk

G. RESOLVED, to approve the application by SW Navarre LLC, d/b/a Game Lane, for a Type A Amusement Device License located at 43648 Schoenherr, Sterling Heights, MI 48313.

RESOLVED, to approve the request SW Navarre LLC, d/b/a Game Lane for a variance from the requirements of City Code §7-12(B) and allow for at least one adult attendant during hours of operation at 43648 Schoenherr, Sterling Heights, MI 48313 based on the following findings:

- (a) That the number of amusement devices, size of the amusement device center and occupant load makes the requirement for two attendants unreasonable;
- (b) That the granting of the variance will not be detrimental to the public welfare or injurious to those intended to be protected under Chapter 7 of the City Code; and
- (c) That the granting of the variance is consistent with the intent of Chapter 7 of the City Code, and properly balances the interests of the applicant in seeking the variance and those to be protected by strict application of the provision of Chapter 7 of the City Code.

Yes: All. The motion carried.

CONSIDERATION

3. City Planner Chris McLeod made a presentation explaining the reason for a moratorium in the City of Sterling Heights on the opening and operation of new banquet facilities and on the expansion of existing banquet facilities, for a period of 6 months. He explained

the concept of a banquet facility is not defined anywhere in the City Code or within Zoning Ordinance No. 278. They need time to study this issue and then report back to City Council.

Mr. Jeffrey Norgrove spoke in support of the moratorium.

Mr. Paul Smith wants to see the difference between a bar or restaurant. He stated he has never seen City Council go against any kind of development before and inquired why banquet halls would be a problem.

Moved by Ziarko, seconded by Schmidt, **RESOLVED**, to adopt the resolution instituting a moratorium in the City of Sterling Heights on the opening and operation of new banquet facilities, and on the expansion of existing banquet facilities for a period of 6 months to afford City Administration time to research, draft and present ordinance text amendments and other pertinent regulations to govern existing and future banquet facilities within the City:

RESOLUTION

This Resolution was made and adopted at a meeting of the City Council of the City of Sterling Heights, Macomb County, Michigan held at the City Center on the 1st day of November, 2016.

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

Members Absent: None.

The following preamble and resolution was offered by Member Ziarko and supported by Member Schmidt.

WHEREAS, the City of Sterling Heights, a home rule city governed by the Constitution and laws of the State of Michigan, desires to maintain and protect its residents and the employees and patrons of its businesses as well as the public's health, safety, and welfare;

WHEREAS, the City Council has determined that a need has emerged to study the City's current regulations for the establishment, expansion, and operation of facilities within the City that operate as reception, banquet, catering, rental, and gathering halls (collectively referred to as "banquet facilities");

WHEREAS, the City's zoning ordinance currently has a specific provision that allows banquet facilities in the C-3 General Business District, which is designed to provide for a wide diversity of business activities that are higher intensity in nature and are predominantly retail in character;

WHEREAS, with the exception of parking requirements, the City's zoning ordinance provides no additional regulations applicable to banquet facilities;

WHEREAS, some communities in Michigan and throughout the country allow banquet facility uses only by special approval land use review that includes certain conditions and requirements, recognizing that banquet facilities possess unique characteristics and their external effects on the surrounding areas necessitate more in-depth review and consideration;

WHEREAS, the City Council finds that it is necessary to research the possibility of developing consistent, cohesive, and objective land use and regulatory standards applicable to the placement and operation of banquet facilities in order to secure the health, safety, and welfare of the community;

WHEREAS, the City Council finds that banquet facilities of varying size and scope are becoming more prolific in the Metro Detroit area and throughout the City, with no process in place to track the actual number currently operating in the City;

WHEREAS, the City Council finds that it would be counterproductive to approve the development and operation of more banquet facilities within the City while the City studies, develops, and adopts new regulations;

WHEREAS, Section 4i of Act 279 of 1909, being MCL 117.4i, authorizes the City to provide for the enforcement of police, sanitary, and other ordinances that are not in conflict with the general laws, and the City of Sterling Heights needs appropriate time to study the public health, safety, and welfare issues related to the proliferation of banquet facilities and their potential external effects;

WHEREAS, certain state laws and administrative regulations govern the service of alcoholic liquor at banquet facilities, but the City of Sterling Heights needs appropriate time to prepare and adopt ordinances that are within the City's authority to enact so that the City's approval and regulation of the placement and operation of banquet facilities is governed by specific standards;

WHEREAS, due to the recent proliferation of banquet facilities within and around the City and throughout Michigan, current state laws and administrative regulations are likely not sufficient to, nor designed to, protect the health, safety, and welfare of City residents and guests at a local level;

WHEREAS, it is in the public interest to impose a moratorium upon the opening, expansion, and operation of new and existing banquet facilities within the City after the date of enactment of this Resolution, so that the City has the opportunity to study and develop appropriate regulations for such operations within the City; and

WHEREAS, this moratorium is a temporary measure designed to preserve the status quo without impacting existing banquet facilities while stopping and preventing any new banquet facilities from opening and operating and any existing banquet facilities from expanding within the City, and this moratorium will remain in effect only as long as deemed necessary to develop and enact appropriate ordinances and regulations, and in no circumstance for longer than a period of six (6) months unless extended for an additional period of six (6) months by lawful action of the City Council.

NOW THEREFORE, BE IT RESOLVED:

1. Effective upon adoption of this Resolution and for a period of six (6) months, through April 18, 2017, a moratorium is hereby established on the opening and/or operation of any banquet facility not already lawfully open and operating, and on the expansion of any lawfully existing banquet facility operations, within the City.
2. During the period of this moratorium, there shall be no consideration or action taken by the City, any elected or appointed official, or any employee on any request to operate or expand a banquet facility, whether a new operation or a location transfer, including an application for a certificate of occupancy.
3. City officials shall proceed to promptly investigate and consider appropriate regulations upon existing and future banquet facilities within the City.

THIS RESOLUTION WAS ADOPTED BY THE CITY COUNCIL ON NOVEMBER 1, 2016.

CERTIFICATION

I, Mark Carufel, certify that the above resolution is a true copy of the Resolution made and adopted by the City Council of the City of Sterling Heights at its regular meeting held on November 1, 2016.

Mark Carufel, City Clerk

Councilwoman Ziarko clarified that the moratorium for this short period of time tells her the Planning Department wants more tools in their tool box. It is just to allow them to put an ordinance in place.

Councilwoman Ziarko inquired whether the facilities would be notified before they could open in the event they are in the process.

Mr. McLeod responded if they have a current permit or an ongoing permit they would be able to complete it. This would be for new facilities coming in.

Councilwoman Schmidt stated she would not want to see the moratorium go beyond 6 months.

Mayor Taylor pointed out the City doesn't know what's going on until they receive a complaint.

Yes: All. The motion carried.

COMMUNICATIONS FROM CITIZENS

Mr. Jeffrey Norgrove - Possibility of code enforcement officers working nights; Hold on transportation issues/ambulance business; Update on Rizzo.

Mr. Bob Moffa, Sterling Heights - Rizzo's lack of notice to the City; Recreating Recreation; Questioned motive behind the "Say Yes to Sterling Heights" committee.

Mrs. Jazmine Early - Protection of refugees/security threat; Recreating Recreation and Rapid Transit.

Mrs. Nancy Ulrich - Recognition of former Council members and volunteers in the City; Council/City Manager form of government.

Mr. Joel Thomas of Sterling Heights – Recreating Recreation; Respect for other people's opinion.

Mr. Paul Smith of Sterling Heights - Water bills and sewage mark ups; Recreating Recreation.

Mr. Giulio Russo - Increase in water bills/need for separate meters.

Mrs. Barbara Batanga - Believes our city government is doing an excellent job; Need to replace plaques that were removed.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool responded to questions from the residents as it relates to code enforcement officers working nights and stated they already make them available on weekends and we also work with the police officers that report violations to code enforcement.

In regard to Rizzo Environmental Services, Mr. Vanderpool pointed out the City is looking into the new company, GFL, checking references and meeting with the CEO.

With respect to the recreating recreation initiative, he stated it is not fiscally possible for the City to do this without the millage and discussed the reduction in state shared revenue.

With respect to the water bills, Mr. Vanderpool stated the City is concerned about them also and they are working with the proper authorities to do what they can.

Mr. Vanderpool stated to Mrs. Ulrich, they realize the need to honor current and past City officials and they plan to do this as they go through with the plans for the City's 50th Anniversary. They will work on a display where they will be in a permanent fixture. The City is also working on a history book to honor past officials.

Mr. Vanderpool stated in regard to our Council/City Manager form of government, the City Manager is the chief appointed officer and the Mayor serves as the spokesperson for the City.

There was no report from the City Attorney at this time.

UNFINISHED BUSINESS/NEW BUSINESS

Councilman Skrzyniarz wished all the candidates running for office good luck. He pleaded with the residents to think about the collective demeanor as we move away from this election. He pointed out we are all neighbors, all Americans and all Michiganders. He stated there seems to be a lot of anger on all sides of the political spectrum and that is not good.

In regard to recreating recreation, Councilman Skrzyniarz stated it is really a choice that the people are making about the future of the City.

As it relates to recognition as a City Councilman after he is gone from office, Councilman Skrzyniarz doesn't care if people remember him after he leaves office. He knows people will judge him by the success of the City and success of the Council during his tenure. He stated we have an incredible City Manager and City employees and our police and firefighters are the best in the country. That is why we are a great City.

Councilwoman Schmidt stated Mr. Vanderpool said we are doing our due diligence regarding Rizzo Environmental Services, but if the City decides to continue with the contract, she would like to see the CEO or a representative of the company at one of our City Council meetings to reassure our residents of their position.

Councilwoman Ziarko reported a week ago, she and Mr. Vanderpool went to the Michigan Municipal League workshop in Flint regarding municipal finance. The State of Michigan has diverted approximately \$7.5 billion in revenue sharing from local governments since 2002. She wants the residents to go after the state to get the money back, so the City would not have to put these issues on the ballot.

Councilwoman Ziarko stated to the residents, the water bills will be discussed in the near future. She believes they will probably ask for some kind of audit to see what was done. In regard to Mrs. Ulrich, she stated Jean DiRizze Gush should also be recognized for her service to the City.

Councilwoman Ziarko suggested the City work with the Chamber of Commerce and see how we can support small businesses and stated we could have a small business day in the City of Sterling Heights.

Councilwoman Koski reminded residents the Sterling Heights Police Explorers are having a recruitment night November 14th from 6:30 to 8:30 p.m. at the Sterling Heights Police Department. This is for young adults between the ages of 18 and 20.

Councilman Romano reminded everyone he would not be here for the November 15th City Council meeting.

Councilman Romano stated in regard to the upcoming election, if you don't like the candidates, at least respect the office.

In regard to recreating recreation, Councilman Romano pointed out this s a 20-year commitment and it is not \$63.00 per household. He believes this is not necessary and the residents do not need another tax burden.

In regard to separate water meters, Councilman Romano asked what steps he would have to follow to get one.

Mayor Taylor stated he would be in favor of separate water meters also, but it's a mixed bag. He's not sure if it would benefit residents. Mayor Taylor also discussed the fact that there are large commercial operations within the City that use a lot of water to water their grass. He wants to see an analysis on how it would work.

Mayor Taylor stated he met with Mrs. Ulrich and discussed ways to incorporate more of the history of Sterling Heights. The City's 50th anniversary is a great opportunity to do that.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 10:22 p.m.

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF
November 15, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	\$690,276.23			\$690,276.23
WATER & SEWER FUND	\$2,994,417.57			\$2,994,417.57
OTHER FUNDS	\$2,997,864.71		\$461.48	\$2,997,403.23
TOTAL CHECKS	\$6,682,558.51	\$0.00	\$461.48	\$6,682,097.03

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY



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

DELIVERED NOV 10 2016

City Clerk's Use

Item No: 2-C

Meeting: 11/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To authorize the City Attorney to pursue all available remedies to abate the code violations and nuisance conditions existing at 36950 Dequindre Road.

Submitted By: City Attorney's Office

Contact Person/Telephone: Marc Kaszubski, City Attorney; 586/726-1000

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

Multiple code violations and nuisance conditions have been identified at 36950 Dequindre Road. The City Attorney's Office is seeking authorization to pursue remedies available to the City to abate the code violations and nuisance conditions and bring the subject property into compliance.

A Privileged and Confidential Attorney-Client Communication has been prepared for review by the City Council in support of this authorization request.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to authorize the City Attorney to pursue all available remedies to abate the code violations and nuisance conditions existing at 36950 Dequindre Road.



Business of the City Council
Sterling Heights, Michigan

DELIVERED NOV 10 2016

City Clerk's Use

Item No: 2-D
Meeting: 11/15/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To set a public hearing on the proposed Parks, Recreation and Non-Motorized Master Plan 2017 – 2021.

Submitted By: Parks and Recreation Department

Contact Person/Telephone: Kyle R. Langlois, Parks and Recreation Director, (586) 446-2705

Administration (initial as applicable)

Attachments

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

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

Executive Summary

Background – Historically, the City has adopted a Parks and Recreation Master Plan (Master Plan) every five years. The current Master Plan covered the period 2010 to 2015 and represented a minor revision to the prior version. In 2015, the City committed to preparing a new and comprehensive Master Plan. Planning consultant Wade Trim was engaged to assist the Parks and Recreation Department in the development of a new Master Plan that incorporates, for the first time in the City history, a Non-Motorized Plan.

Over the course of the past 18 months, the new Master Plan has taken shape and it represents the product of significant input from multiple City departments. In addition, community feedback has been solicited and incorporated into the Master Plan. Three public forums, two public hearings before the Planning Commission, and an online community comment map provided conduits for city residents and businesses to have input into the planning process. The result is a new Master Plan that is now available for public review and comment during the month of November. Anyone that wishes to review the proposed Master Plan can access a hard copy at the Sterling Heights Public Library and Recreation Center. In addition, the Master Plan is available on the City website. All comments received during the public comment period will be incorporated into the Master Plan.

The five year Master Plan is meant to be a tool for the Parks and Recreation Department to consider when making critical decisions on program offerings, capital improvements, and general operations. The Master Plan includes city-wide demographic information, a listing of the current inventory of recreational assets, benchmarking to national standards, a status report of past grant funded projects, recommendations for future use, and a capital improvement plan. It is important to reiterate that the Master Plan serves as a strategic planning document and not simply a listing of required actions scheduled to take place over the next five years. In many cases, the Master Plan is a vision for the future that guides current planning decisions.

Upon approval, the Master Plan will be filed with the Michigan Department of Natural Resources (MDNR). This action is a prerequisite for Sterling Heights to be eligible for grant funding through the Michigan Natural Resources Trust Fund (MNRTF) Grant.

Public Hearing – In accordance with MDNR guidelines, the City Council is required to conduct a public hearing prior to adoption of the Master Plan. City Administration is recommending that the City Council set the public hearing for Tuesday, December 6, 2016 at 7:30 p.m. The attached Notice will be published in the official city newspaper providing public notice of the opportunity to attend and comment at the December 6th public hearing.

Suggested Action:

MOVED BY:

SECONDED BY:

Resolved, to set a public hearing on Tuesday, December 6, 2016 at 7:30 p.m. regarding the proposed Parks, Recreation and Non-Motorized Master Plan 2017 – 2021.

NOTICE OF PUBLIC HEARING

City of Sterling Heights City Council

NOTICE IS HEREBY GIVEN that on Tuesday, December 6, 2016 at 7:30 p.m., the City Council for the City of Sterling Heights will conduct a public hearing on the Parks, Recreation, and Non-Motorized Master Plan 2017 – 2021 (“the Master Plan”). The public hearing will take place within the Council Chambers located at 40555 Utica Road, Sterling Heights, Michigan, 48313. Any interested person may appear and comment upon the Master Plan during the public hearing to be held on the date and time, and at the location set forth above.

NOTICE IS HEREBY FURTHER GIVEN that a copy of the Master Plan is available for review at the following locations:

Sterling Heights Recreation Center
40620 Utica Road
Sterling Heights, MI 48313

Sterling Heights Public Library
40255 Dodge Park Road
Sterling Heights, MI 48313

NOTICE IS HEREBY FURTHER GIVEN that a copy of the Plan is accessible through the City’s website, <http://www.sterling-heights.net/339/Parks-Recreation>.

NOTICE IS HEREBY FURTHER GIVEN that a Master Plan assists the City in identifying recreation and transportation needs within the community. The Master Plan will serve as a guide to document priorities for improvements. While a Master Plan assists the community in determining its goals and needs, if approved by the Michigan Department of Natural Resources (MDNR), it also qualifies the community for recreation grants which are administered through the MDNR Grants Administration Section. The proposed Master Plan includes a community description, an overview of the administrative structure of the City, an inventory of existing facilities, a recreation needs analysis, goals and objectives, and capital improvement priorities for the next five years.

The City of Sterling Heights will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting, upon seven days’ notice to the Community Relations Department at 586-446-CITY.

PUBLISHED: November ____, 2016

MARK CARUFEL
CITY CLERK

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve Agreements for Professional Architectural Services for Construction of Park Improvements

Submitted By: City Development Department

Denise A. Gerstenberg

Contact Person/Telephone: Denise Gerstenberg, City Development Director 7(586) 446-2386

Administration (initial as applicable)

Attachments

<i>MC</i>	City Clerk	___	Resolution	___	Minutes
<i>BB</i>	Finance & Budget Director	___	Ordinance	___	Plan/Map
<i>MB</i>	City Attorney (as to legal form)	<u>x</u>	Contract	___	Other
<i>MS</i>	City Manager				

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

Executive Summary:

Introduction - On November 8, 2016, Sterling Heights voters approved a dedicated parks & recreation millage to fund *Recreating Recreation*, a placemaking initiative that will deliver a diverse mix of recreational opportunities to city residents. Projects will include a new 122,000 square foot community center, a permanent facility for the Dodge Park Farmers Market and refrigerated ice rink, outdoor spray ground, multi-use skate park, hike/bike trail from Delia Park to the Nature Preserve, a dog park, canoe/kayak facilities, a mini turf soccer field and capital improvements to 26 neighborhood and 5 major parks. The total estimated cost for these projects is \$45,000,000.

City Administration has developed a schedule for the construction and opening of the *Recreating Recreation* projects within a three-year period. In order to meet this goal, City Administration is recommending that two professional architectural firms be retained to design and administer the construction of the *Recreating Recreation* projects. The scope of the *Recreating Recreation* projects will be divided between the two firms as follows:

A. Sterling Heights Community Center

George J. Hartman Architects, P.C., located at 6905 Telegraph Road, Suite 101, Bloomfield Hills, MI 48301 has proposed to provide architectural services for 8% of the building cost. Hartman Architects has performed some preliminary planning services to assist the City with cost estimates, site layouts and rendering of the proposed community center. Hartman Architects also worked successfully with the City previously on the 2011 renovations to the Velocity Collaboration Center. Construction of the new community center is expected to begin in the spring of 2018 and be completed in the spring of 2019. The anticipated cost for architectural services for these services is \$1,760,000.

B. Balance of Recreating Recreation Projects

Dorchen/Martin Associates, Inc. located at 29895 Greenfield, Suite 107, Southfield, MI 48076 will provide the architectural services for the balance of the Recreating Recreation projects, which are varied. On account of this factor, the professional fees to be paid to Dorchen/Martin will vary between a percentage of the cost of construction (Buildings and Structural Improvements) and hourly fees for other minor projects where the City can more efficiently manage. Accordingly, Dorchen/Martin has proposed to provide architectural services for 8% of the construction cost for buildings and structures and on an hourly basis based upon their fee schedule for other improvements. The anticipated cost for architectural services for these services is \$1,600,000.

Dorchen/Martin has a long and successful association with City projects including construction of the 41A District Court, Fire Station #1, the bandshell, the Nature Center addition, and Senior Center. All projects were delivered on-time and within budget.

Recommendation – Hartman Architects and Dorchen/Martin have an excellent track record in design and construction administration for City projects. City Administration is recommending these architectural firms based upon their demonstrated ability to design a quality facility within budget and on time. These factors are critically important for *Recreating Recreation* projects where residents are anticipating the opening of these recreational opportunities.

In accordance with City Code §2-217(A)(3), architectural services are exempt from the requirement of competitive bidding.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve:

- (A) The Agreement for Professional Architectural Services for Construction of Community Center between the City of Sterling Heights and George J. Hartman Architects, P.C.;
- (B) The Agreement for Professional Architectural Services for Construction of Park Improvements between the City of Sterling Heights and Dorchen/Martin Associates, Inc.; and,

authorize the Mayor and City Clerk to sign the Agreements on behalf of the City.

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR CONSTRUCTION OF COMMUNITY CENTER

This Agreement for Professional Architectural Services for Construction of Community Center is made on _____, 2016 between the **CITY OF STERLING HEIGHTS**, a Michigan municipal corporation, whose offices are at 40555 Utica Road, Sterling Heights, Michigan 48313 (“**City**”) and **GEORGE J. HARTMAN ARCHITECTS, P.C.**, a Michigan professional corporation, whose offices are at 6905 Telegraph Road, Suite 101, Bloomfield Hills, Michigan 48301 (“**Architect**”).

- A. City wishes to construct a new community center (“**Project**” or sometimes “**Community Center**”) on property owned by the City.
- B. City needs the services of an experienced architectural services firm to provide professional services for the Project, which services are more fully described in the “**Professional Services**” Section of this Agreement.
- C. Architect is licensed in the State of Michigan and has the skills, experience, and expertise to design and oversee the construction of the Project.
- D. City has provided Architect with information relating to what the City desires and needs to have incorporated into the design and construction of the Community Center.
- E. City wishes to retain Architect to complete the Professional Services for the Project and Architect is ready, willing and able to perform such Professional Services.

NOW THEREFORE, City and Architect, in consideration of the mutual covenants contained in this Agreement, agree as follows:

1. **Project Description** The proposed Project generally consists of the design and construction of a new 122,000 square foot multi-purpose community center with a gymnasium, a track, a community room, a training room, several dance rooms, several fitness rooms, a teen area, a tot area, waiting and Wi-Fi areas, men’s and women’s locker rooms, men’s and women’s rest rooms, administrative offices, several storage areas, an outdoor play area, and associated site improvements.

2. **Professional Services** Architect shall provide the following professional services relating to the Project:

- a. **Preliminary Planning and Schematic Design Phase** (including but not limited to):

- (1) Field investigations

- (a) Up to 12 test borings, pits or other sub surface soil investigations and analysis report as necessary.

- (b) Boundary and utility survey.
- (c) Topographic survey.
- (d) Tree survey.

(2) Planning & Schematic Design

- (a) Develop written project program in association with City.
- (b) Develop schematic plans.
- (c) Review City zoning requirements and approval requirements.

b. **Design Development** (including but not limited to):

- (1) Revise schematic designs based upon review of drawings with City.
- (2) Building code review.
- (3) Prepare preliminary architectural plans, preliminary civil engineering plans, landscape architectural plans, photometric site lighting plan, renderings and other presentation materials for Site Plan Approval.
- (4) Submittal for Site Plan Approval and variance approvals (if required).
- (5) Attendance at Site Plan Approval meetings and other governmental meetings for approval of the project.
- (6) Prepare preliminary structural, mechanical, plumbing and electrical drawings.
- (7) Review meetings with City.
- (8) Prepare preliminary material and finish selections.

c. **Construction Documents** (including but not limited to):

- (1) Preparation of architectural, structural, mechanical, plumbing, electrical and civil engineering construction documents
 - (a) Demolition plans showing removals or modifications to any existing buildings or structures that must be removed.
 - (b) Civil engineering plans for site development, storm water detention, utilities and grading.
 - (c) Permit submittals for City and Macomb County civil engineering approvals.
 - (d) Structural foundation plans, framing plans and structural details and schedules.
 - (e) Floor plans.
 - (f) Reflected ceiling plans.
 - (g) Exterior elevations.
 - (h) Building sections, wall sections and construction details.
 - (i) Interior elevations.

- (j) Landscaping and irrigation plans.
 - (k) Finish materials schedules and finish interior drawings.
 - (l) Fixture, furnishing and equipment plans and specifications.
 - (m) Door and hardware schedules.
 - (n) Lighting and electrical plans.
 - (o) HVAC plans for a roof top forced air system.
 - (p) Plumbing plans.
 - (q) Fire suppression performance plans. Fire Suppression drawings by licensed fire suppression contractor as part of general contractors work.
 - (r) Coordination of drawings for phone, data, security and telecommunications services with City IT and security provider(s).
 - (s) Specification and bidding documents preparation.
- (2) Review of these construction and engineering documents
 Periodic review with City staff to be done during document preparation. (City approval required prior to issuance of bid documents.)
- (3) Bidding Services
- (a) All construction and engineering documents to be submitted to appropriate City departments for approval prior to bid.
 - (b) Bidding to occur only after Building Department has approved issuance of building permit.
 - (c) Architect to prepare all documents needed to bid project to general contractor.
 - (d) Architect to review submitted bids and make a recommendation regarding contract award.

c. **Administration of Construction Contract Phase** (including but not limited to:)

- (1) Architect to provide contract administration services.
- (2) Architect to attend regular construction meetings with the contractor and staff.
- (3) Architect to review contractor submittals such as shop drawings, requests for change orders, and payment applications.

- (4) Architect to do regular site investigations to insure work is progressing and in conformance with the project documents.
 - (5) Architect to assist with final project closeout including preparation of as-built documents showing construction changes in the work as documented during construction by the general contractor or sub-contractors.
- d. **Optional Additional Services** (services not included but may be provided to the City at an additional cost if necessary and requested in writing):
- (1) Blueprinting, photocopying, postage/shipping or other reproduction expenses. Cost + 10%.
 - (2) Long distance telephone charges. Cost + 0%.
 - (3) Travel outside local project area Cost + 10%.
 - (4) Mileage Outside of Michigan Cost + 10%.
 - (5) All other costs incurred due to City request Cost + 10%.

3. **City's Responsibilities** City shall have the following responsibilities to Architect under this Agreement:

- a. City to provide Architect with information and criteria outlining City's objectives and functional requirements for the Project. Architect to incorporate this criteria in the design development studies, drawings, plans and specifications.
- b. City informed Architect in writing of the maximum construction cost for the Project. City recognizes that the Architect has no control over construction costs, labor rates and competitive bidding costs. City agrees to adjust project scope or construction cost if advised by the architect that the project program may exceed the maximum construction cost.
- c. City to maintain close liaison with Architect, and with Architect's consultants.
- d. City to designate, when necessary, representatives authorized to act in its behalf. City designates its representative to be the City Development Director, Denice A. Gerstenberg.
- e. City to examine documents submitted by Architect and promptly render decisions pertaining to them, to avoid unreasonable delay in the progress of Architect's services.

- f. City, with assistance from Architect, to make reports and presentations in connection with these aspects of the Project to all federal, state, county and local public agencies having jurisdiction and other community or related interest groups.
- g. City to furnish title search information on all easements, right-of-ways and similar encumbrances on the properties included in this project.
- h. City to pay for all unforeseen, reasonable structural, chemical, mechanical, soil or other tests and reports if required and requested by Architect and approved in writing in advance by City.

4. **Architect's Compensation and Payment** City shall compensate Architect in accordance with the terms and conditions of this Agreement as follows:

- a. For Architect's Professional Services as described in Section 2, eight (8%) of the total project cost for any work designed or specified by Architect and Architect's consultants. Additional Services approved in writing by the City shall be based upon the hourly rates set forth in the Architect's Fee Schedule attached as **Exhibit A**.
- b. Invoices for services to be submitted by Architect at an appropriate interval and shall be payable by City within 45 days of invoice date.
- c. Invoice to be considered past due if not paid within 45 days after the invoice date and Architect may without waiving any claim or right against the City, and without liability whatsoever to the City, terminate the performance of the service.
- d. Retainers to be credited on the final invoice. Where the fee arrangement is to be on an hourly basis or Additional Services are required, the rates shall be those that prevail at the time services are tendered. Fee and rate schedule are attached as **Exhibit A**.

5. **Additional Services** For the Additional Services as set forth in subsections a. through f. below, Architect shall be compensated pursuant to Section 4. Architect agrees to perform Additional Services if requested to do so in writing by City; however, no such Additional Services shall be performed without prior written authorization of City. The following shall be considered Additional Services:

- a. Revisions to the drawings, plans and specifications, after City has approved all construction and engineering drawings, provided such changes are not due to any acts or omissions of Architect.
- b. Making additional planning or economic surveys over and above those previously outlined.
- c. Significant revisions to previously approved drawings or specifications to accomplish changes initiated by City.

- d. Preparation of documents for change orders (except where changes are required as a result of Architect's errors or omissions) or for major supplemental work initiated after commencement of construction.
- e. Consultation concerning replacement of any work damaged by fire or other cause during construction and the furnishing of Professional Services as may be required in connection with the replacement of such work.
- f. The cost of special consultants approved in writing by City in advance of the performance of their services.

6. **Withholding of Payments** City shall have the right to withhold from payments due Architect any sums necessary to protect City from any loss or damage which may result from negligence or unsatisfactory services of Architect, failure by Architect to perform its obligations, or claims filed against Architect or City relating to Architect's services or work. This subsection is intended solely for the benefit of City, and no person shall have any claim against City by reason of City's failure or refusal to withhold payment. No interest shall be payable by City on any amounts withheld under this Agreement. This subsection is not intended to limit or in any way prejudice any other right or remedy of City.

7. **City's Rights Regarding Payment of Consultants** Notwithstanding any provision, covenant or condition of this Agreement to the contrary, City shall have the right, but not the obligation, in its sole discretion and on written notice to Architect, to make payment directly to any consultant of Architect, and to charge or back charge any amount so paid directly to any such consultant to Architect.

8. **Authorized Project Representatives** The authorized Project Representatives of the parties and their cell phone numbers are as follows:

City:	Denice A. Gerstenberg
	Cell Phone No.: (586) 215-2625
Architect:	George J. Hartman
	Cell Phone No.: (248) 320-3045
	Office Phone No.: (248) 258-5811

A party may change its Project Representative by complying with any applicable provisions of this Agreement relating to Project Representatives and by giving written notice to the other party in accordance with the notice provisions of Section 19.

9. **Time for Completion** The time for completion of the Professional Services shall be as follows: Construction Documents Submitted to City for Approval: September 30, 2017.

Construction Start Date: March 15, 2018

Final Completion of the Project, Including Landscaping: May 2019.

Time is of the essence with respect to completion of the Professional Services to be performed by Architect under this Agreement.

10. **Acceptance of Final Payment** The acceptance by Architect, its successors or assigns, of any payment made under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release of City from all claims, demands and causes of action which Architect, its successors or assigns have or may have against City under the provisions of this Agreement.

11. **Risk Allocation** The parties agree to the following allocation of risk:

- a. Architect will hold harmless, indemnify and defend City, its officers, agents, and employees from any claims, actions, damages or expenses, including attorney fees, arising directly or indirectly from any act or omission of the Architect, its agents, or employees in connection with its duties hereunder and not with regard to any other agreement.
- b. City shall hold harmless, indemnify or defend Architect, its agents and employees from any claims, actions, damages or expenses including attorney fees, arising directly or indirectly from any act or omission of City in connection with its duties hereunder and not with regard to any other agreement.
- c. Each party shall be responsible for its own performance under the terms and conditions of this Agreement; and to the extent allowed by law and without affecting the parties' rights and privileges under governmental immunity.

12. **Engagement of Professional Consultants** Architect shall advise City in writing whenever in its professional judgment it is necessary (or advisable) to engage the services of any professional consultant whose expertise is not within the scope of Architect (such as structural engineers or environmental consultants) to deal with an unforeseen condition or event that was not contemplated by the parties when this Agreement was negotiated and executed. Architect shall not enter into any contract or agreement on behalf of City without City's prior written consent and approval of the cost for such services by City Council, unless such cost is within the budget of the Project.

13. **Suspension or Termination of Performance**

- a. City may at any time, and for any reason, direct Architect to stop Architect's Professional Services under this Agreement for a period of time. This direction shall be in writing and shall specify the period during which the services are to be stopped. Architect shall resume services on the date specified in the direction, or on any other date as City may subsequently specify in writing. The period during which services are stopped shall be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against City.

- b. City may at any time, with or without cause, terminate this Agreement by written notice to Architect specifying the termination date, which shall be not less than ten days from the date notice is given. In the event of termination in this manner, Architect shall be paid such amount as shall compensate Architect for the portion of the services satisfactorily performed prior to the termination date. Termination under this Section shall not give rise to any claim against City.
- c. City may, on written notice to Architect, immediately terminate this Agreement for cause, if:
 - (1) Architect for any reason or through any cause does not complete performance within the time fixed for performance under this Agreement;
 - (2) grounds for cancellation of the Agreement under this Section arise;
 - (3) Architect otherwise is in default under this Agreement; or
 - (4) City gives Architect written notice that in its opinion the conduct of Architect is such that the interests of City are likely to be impaired or prejudiced, provided that City states the facts on which the opinion is based.
- d. On termination Architect shall be entitled to payment of such amount, to be determined by City, as shall fairly compensate it for the services satisfactorily performed to the termination date, provided, however, that:
 - (1) Nothing in this Section is to be construed to relieve Architect from any liability for damages sustained by City as a result of any breach by Architect of this Agreement, and payment by City to Architect of any money pursuant to this Section shall not bar City from any remedy it may otherwise have against Architect for any failure of Architect to perform its services in accordance with this Agreement; and
 - (2) No amount shall be paid to Architect under this Section until the services required to be performed to the agreed point of suspension or termination have been satisfactorily completed.
- e. Any payment by City to Architect pursuant to this Section shall not bar City from any remedy it may otherwise have against Architect for any failure of Architect to perform its services in accordance with this Agreement.
- f. In the event of termination of this Agreement for any reason, Architect, prior to any payment to Architect pursuant to this Section, shall deliver to City the complete set of all original drawings prepared to the date of termination. City shall have the right to use the ideas and designs contained in this Agreement for the completion of the Project. In the event of termination of this Agreement or upon completion of the Project, City

may retain the originals of all such drawings, originals of renderings, special art work, or models. All drawings, plans, specifications, renderings and models are the property of City. They are not to be used by any person other than City on other Projects unless expressly authorized by City. City agrees that Architect shall not be responsible for any work which has not been completed as of the date of termination under this Agreement.

14. **Architect's Records** Architect shall keep, and shall require each consultant engaged under this Agreement to keep, accurate records in accordance with sound accounting principles, of all expenditures made and all Project costs, liabilities and obligations incurred under this Agreement. These accounts shall be available on reasonable request to City for examination and audit.

15. **Insurance** Architect shall insure and shall require each of its consultants to insure against the following risks to the extent stated on **Exhibit B**.

16. **Ownership of Documents**

- a. All drawings, plans, specifications and other documents prepared by Architect in connection with the Project are prepared as "work for hire," as the phrase is defined in Title 17 of the United States Code, and all title, ownership and copyright privileges are and shall at all times be in City. City shall not use any such drawings, plans, specifications or other documents for any other Project to be or proposed to be constructed on any property which lies beyond the boundaries of the site. Architect shall have the right to use representations of the project and claim credit for the design of the project in publications and business or professional advertising. City shall credit the Architect for the design in publications.
- b. Architect agrees, when requested by City, to immediately execute any reasonable documents which documents shall evidence and acknowledge the ownership of all drawings, plans, specifications and other documents by City.

17. **Liability**

- a. Any claim made by Architect arising out of any act or omission by any officer, agent or employee of City, in the execution or performance of this Agreement, shall be made against City and not against the officer, agent or employee.
- b. Architect shall require each consultant to agree in its individual contract with Architect not to make any claim against City, its agents or employees by reason of that contract.
- c. Nothing in this Agreement shall be construed to give any person other than City and Architect any legal or equitable right, remedy or claim under this Agreement but it shall be held to be for the sole and exclusive benefit of City and Architect.

18. **Notices** Any notice permitted or required under this Agreement shall be in writing, addressed to the appropriate party at its address set forth above and either delivered personally, by registered or certified mail postage prepaid, or by a national commercial courier service. All notices shall be effective upon the date of receipt.

19. **Dispute Resolution** In an effort to resolve any conflicts that arise during the design or construction of the Project, or following the completion of the Project, City and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. City and Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties. Notwithstanding the foregoing, Architect and City may mutually agree to submit any dispute with respect to this Agreement involving a controversy in excess of Twenty Five Thousand Dollars (\$25,000.00) to binding arbitration. A judgment of any circuit court may be rendered upon the (arbitration) award made pursuant to such agreement.

20. **Effective Date** This Agreement shall be effective on the date that the last of the parties executes it.

21. **Miscellaneous**

- a. The parties agree that Architect is an independent contractor and not an employee of City.
- b. Architect shall comply with all applicable federal, state, and local laws, regulations and standards in performing the Professional Services under this Agreement.
- c. Each party had, or had the opportunity to have, input into the drafting of this Agreement personally or through its counsel. Therefore, this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party who caused it to have been drafted.
- d. This Agreement, together with any attached Exhibits, constitutes the entire agreement of the parties with respect to the subject matter of it, and supersedes any previous understandings or agreements, whether written or oral, that the parties may have had prior to this Agreement. Any modifications to this Agreement shall not be binding unless in a writing signed by an authorized representative of the parties.
- e. All express representations, indemnifications or limitations of liability included in this agreement will survive its completion or termination for any reason.
- f. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Architect and City.

- g. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- h. Architect shall not take any discriminatory action because of race, color, religion, age, national origin, or disability.
- i. This Agreement is made in the State of Michigan and shall be governed by its laws.
- j. This Agreement, or any part of it, may not be assigned by Architect without City's prior written consent, which may be withheld in its sole discretion.
- k. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their agents, attorneys in fact, legal representatives, and successors-in-interest.
- l. The headings used in this Agreement are for convenience only, and shall not affect, or be used in connection with, the interpretation of this Agreement.
- m. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterparts.

The parties have executed this Agreement on the dates set forth below.

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

GEORGE J. HARTMAN ARCHITECTS, P.C.,
a Michigan professional corporation

By: _____
Michael C. Taylor
Its: Mayor

By:  _____
George J. Hartman
Its: President

And

Dated: NOVEMBER 10, 2016

By: _____
Mark Carufel
Its: City Clerk

Dated: _____

EXHIBIT A
(Architect's Fee Schedule)

Hourly Rates

Principal Architect or Engineer	\$165.00
Project Architect or Engineer	\$110.00
Staff Architect or Engineer	\$90.00
CAD Draftsperson I	\$70.00
CAD Draftsperson II	\$60.00
Intern Architect or Engineer	\$40.00
Survey Crew 2 Person	\$150.00
Clerical	\$55.00

Authorized Overtime 1.5 times hourly rate.

EXHIBIT B

(Insurance Requirements)

Amount of insurance coverage to be carried by Architect for duration of Project.

Commercial General Liability	Each Occurrence \$1,000,000 Personal & Adv Injury \$1,000,000 General Aggregate \$2,000,000 Automobile \$1,000,000
Workers Compensation Insurance	Each Accident \$500,000 Each Employee \$500,000 Policy Limit \$500,000
Professional Liability Insurance	Per Claim \$1,000,000 Aggregate \$1,000,000

EXHIBIT C
(Exclusions)

- ALTA Survey
- Woodlands or Wetlands delineation or mapping
- It is expected that sufficient public utilities exist at site
- Phase I and Phase II Environmental Studies
- Traffic Impact Studies
- Governmental Fees
- Reproduction Costs
- Full building generator or similar. A small generator for some basic emergency lighting and power is included in the scope of work.
- Poor or sub-standard soils that require other than standard foundation construction.

**AGREEMENT FOR PROFESSIONAL
ARCHITECTURAL SERVICES FOR
CONSTRUCTION OF PARK IMPROVEMENTS**

This Agreement for Professional Architectural Services for Construction of Park Improvements is made on _____, 2016 between the **CITY OF STERLING HEIGHTS**, a Michigan municipal corporation, whose offices are at 40555 Utica Road, Sterling Heights, Michigan 48313 (“**City**”) and **DORCHEN/MARTIN ASSOCIATES, INC.**, a Michigan corporation, whose offices are at 29895 Greenfield Road, Suite 107, Southfield, Michigan 48076 (“**Architect**”).

- A. City wishes to construct a skatepark, splash pool, Farmers’ Market pavilion, refrigerated ice rink, canoe and kayak livery, dog park, bocce ball court enclosure, mini-soccer field, low impact fitness room, and various parks and recreation and site improvements at numerous locations in the City (collectively referred to “Project” or sometimes “Park Improvements” on property owned by the City.
- B. City needs the services of an experienced architectural services firm to provide professional services for the Project, which services are more fully described in the “**Professional Services**” Section of this Agreement.
- C. Architect is licensed in the State of Michigan and has the skills, experience, and expertise provide design services and construction administration services during the construction of the Project.
- D. City has provided Architect with information relating to what the City desires and needs to have incorporated into the design and construction of the Park Improvements.
- E. City wishes to retain Architect to complete the Professional Services for the Project and Architect is ready, willing and able to perform such Professional Services.

NOW THEREFORE, City and Architect, in consideration of the mutual covenants contained in this Agreement, agree as follows:

1. **Project Description** The proposed Project consists of the design and construction of various Park Improvements at numerous locations within the City as described on **Exhibit A**. The City intends to use the Architect to furnish all of the Architect’s services necessary to complete the Park Improvements.

- a. The City and Architect acknowledge that the overall Project includes various types of Park Improvements, some of which consist of buildings and similar structures, which the parties acknowledge and agree that the Architect is appropriately compensated on a percentage of construction cost basis, and some of which consist of more unique improvements (not buildings or similar structures), which the parties acknowledge and agree that the Architect is more appropriately compensated on a hourly fee basis based upon the time expended and the hourly rates of the individuals performing the work as set forth on the Fee Schedule attached as **Exhibit B**.

- b. City shall designate what part(s) of the Project it wants the Architect to work on and in what sequence. Prior to commencing the work, the Architect and the City's representative shall discuss the nature of the particular part of the Project to determine whether the Architect's work shall be done on a percentage of construction cost basis or an hourly fee basis.
- c. The Architect shall not furnish professional services for a particular part of the Project unless the parties have documented the fee arrangement for that particular work in writing.

2. **Professional Services** Architect shall provide the professional services relating to the Project as requested by the City from those described on **Exhibit C**.

3. **City's Responsibilities** City shall have the following responsibilities to Architect under this Agreement:

- a. City to provide Architect with information and criteria outlining City's objectives and functional requirements for the Project. Architect to incorporate this criteria in the design development studies, drawings, plans and specifications.
- b. City informed Architect in writing of the maximum construction cost for the Project.
- c. City to maintain close liaison with Architect, and with Architect's consultants.
- d. City to designate, when necessary, representatives authorized to act in its behalf. City designates its representative to be the City Development Director, Denice A. Gerstenberg.
- e. City to examine documents submitted by Architect and promptly render decisions pertaining to them, to avoid unreasonable delay in the progress of Architect's services.
- f. City, with assistance from Architect, to make reports and presentations in connection with these aspects of the Project to all federal, state, county and local public agencies having jurisdiction and other community or related interest groups.
- g. City to furnish available topographic and boundary surveys, testing results, or other documentation it has in its possession. The Architect shall be entitled to rely on the accuracy and completeness of services and information provided by the City, including services and information furnished by other design professionals hired by the City.
- h. City to pay for all unforeseen, reasonable structural, chemical, mechanical, soil or other tests and reports if required and requested by Architect and approved in writing in advance by City.

4. **Architect's Compensation and Payment** City shall compensate Architect in accordance with the terms and conditions of this Agreement as follows:

- a. For Architect's Professional Services as described on **Exhibit C**, Architect shall be compensated on a percentage of construction cost or hourly fee basis as mutually agreed in advance in accordance with the Architect's Fee Schedule attached as **Exhibit B**. City shall advised Architect of its budget, and Architect shall not exceed the budget for Architectural Services without prior written approval of the City. Additional Services approved in writing by the City shall be based upon the hourly rates set forth in the Architect's Fee Schedule attached as **Exhibit B**.
- b. Invoices for services to be submitted by Architect at an appropriate interval and shall be payable by City within 45 days of invoice date.
- c. Invoice to be considered PAST DUE if not paid within 45 days after the invoice date and Architect may without waiving any claim or right against the CITY, and without liability whatsoever to the CITY, terminate the performance of the service.
- d. Retainers to be credited on the final invoice. Where the fee arrangement is to be on an hourly basis or Additional Services are required, the rates shall be those that prevail at the time services are tendered. Fee and rate schedule are attached as **Exhibit B**.

5. **Additional Services** For the Additional Services as set forth in subsections a. through f. below, Architect shall be compensated pursuant to Section 4. Architect agrees to perform Additional Services if requested to do so in writing by City; however, no such Additional Services shall be performed without prior written authorization of City. The following shall be considered Additional Services:

- a. Revisions to the drawings, plans and specifications, after City has approved all construction and engineering drawings, provided such changes are not due to any acts or omissions of Architect.
- b. Making additional planning or economic surveys over and above those previously outlined.
- c. Significant revisions to previously approved drawings or specifications to accomplish changes initiated by City.
- d. Preparation of documents for change orders (except where changes are required as a result of Architect's errors or omissions) or for major supplemental work initiated after commencement of construction.
- e. The cost of consultants approved in writing by City in advance of the performance of their services.

6. **Withholding of Payments** City shall have the right to withhold from payments due Architect any sums necessary to protect City from any loss or damage which may result from negligence or unsatisfactory services of Architect, failure by Architect to perform its obligations, or claims filed against Architect or City relating to Architect's services or work. Architect acknowledges that progress and final payments must be approved by the City Council. This subsection is intended solely for the benefit of City, and no person shall have any claim against City by reason of City's failure or refusal to withhold payment. No interest shall be payable by City on any amounts withheld under this Agreement, unless the City is determined to have unreasonably withheld payments without good cause. The City shall not unreasonably withhold payment of compensation due Architect. This subsection is not intended to limit or in any way prejudice any other right or remedy of City. The parties shall confer and meet to resolve any outstanding issues relating to Architect's performance and right to compensation.

7. **City's Rights Regarding Payment of Consultants** Notwithstanding any provision, covenant or condition of this Agreement to the contrary, City shall have the right, but not the obligation, in its sole discretion and on written notice to Architect, to make payment directly to any consultant of Architect, and to charge or back charge any amount so paid directly to any such consultant to Architect.

8. **Authorized Project Representatives** The authorized Project Representatives of the parties and their cell phone numbers are as follows:

City:	Denice A. Gerstenberg
	Cell Phone No.: (586) 215-2625
Architect:	Samuel Dorchen
	Phone No. (248) 557-1062
	Cell Phone No.: 248 217-4094

A party may change its Project Representative by complying with any applicable provisions of this Agreement relating to Project Representatives and by giving written notice to the other party in accordance with the notice.

The Architect shall prepare and submit for the City's approval a time schedule for the performance of Architect's services for each particular part of the Project. This schedule shall include reasonable allowances for review and approval times required by the City, performance of services by the City's consultants, and review and approval time required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted by the parties as the Project progresses, allowing for changes in scope, character or size of the Project requested by the City, or for delays or other causes beyond the Architect's reasonable control.

9. **Acceptance of Final Payment** The acceptance by Architect, its successors or assigns, of any payment made under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release of City from all claims, demands and causes of action which Architect, its successors or assigns have or may have against City under the provisions of this Agreement, unless Architect notifies the City in writing at the time of the request for final payment of any outstanding issues.

10. **Risk Allocation** The parties agree to the following allocation of risk:

- a. Architect will hold harmless and indemnify City, its officers, agents, and employees from any claims, actions, damages or expenses, including reasonable attorney fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Architect is legally liable.
- b. City shall hold harmless and indemnify Architect, its agents and employees from any claims, actions, damages or expenses including reasonable attorney fees, to the extent caused by the negligent acts of the City, its employees, consultants, and contractors in connection with the Project.
- c. Neither the City nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others for which it is responsible under this Agreement.

11. **Engagement of Professional Consultants** Architect shall advise City in writing whenever in its professional judgment it is necessary (or advisable) to engage the services of any professional consultant whose expertise is not within the scope of Architect (such as structural engineers or environmental consultants) to deal with an unforeseen condition or event that was not contemplated by the parties when this Agreement was negotiated and executed. Architect shall not enter into any contract or agreement on behalf of City without City's prior written consent and approval of the cost for such services by City Council, unless such cost is within the budget of the Project.

12. **Suspension or Termination of Performance**

- a. City may at any time, and for any reason, direct Architect to stop Architect's Professional Services under this Agreement for a period of time. This direction shall be in writing and shall specify the period during which the services are to be stopped. Architect shall resume services on the date specified in the direction, or on any other date as mutually agreed to in writing by Architect and the City . The period during which services are stopped shall be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim for termination expenses against City.
- b. City may at any time, with or without cause, terminate this Agreement by written notice to Architect specifying the termination date, which shall be not less than ten days from the date notice is given. In the event of termination in this manner, Architect shall be paid such amount as shall

compensate it for the portion of the services satisfactorily performed prior to the termination date. Termination under this Section shall not give rise to any claim for termination expenses against City.

- c. City may, on written notice to Architect, immediately terminate this Agreement for cause, if:
 - (1) Architect for any reason or through any cause does not complete performance within the time fixed for performance under this Agreement;
 - (2) grounds for cancellation of the Agreement under this Section arise;
 - (3) Architect otherwise is in default under this Agreement; or
 - (4) City gives Architect written notice that in its opinion the conduct of Architect is such that the interests of City are likely to be impaired or prejudiced, provided that City states the facts on which the opinion is based.
- d. On termination, Architect shall be entitled to payment of such amount, as mutually determined by City and Architect, as shall fairly compensate it for the services satisfactorily performed to the termination date, provided, however, that:
 - (1) Nothing in this Section is to be construed to relieve Architect from any liability for damages sustained by City as a result of any breach by Architect of this Agreement, and payment by City to Architect of any money pursuant to this Section shall not bar City from any remedy it may otherwise have against Architect for any failure of Architect to perform its services in accordance with this Agreement; and
 - (2) No amount shall be paid to Architect under this Section until the services required to be performed to the agreed point of suspension or termination have been satisfactorily completed.
- e. Any payment by City to Architect pursuant to this Section shall not bar City from any remedy it may otherwise have against Architect for any failure of Architect to perform its services in accordance with this Agreement.
- f. In the event of termination of this Agreement for any reason, Architect, prior to any payment to Architect pursuant to this Section, shall deliver to City the complete set of all original drawings in electronic format prepared to the date of termination. City shall have the right to use the ideas and designs contained in this Agreement for the completion of the Project. In the event of termination of this Agreement or upon completion of the Project, City may retain the originals of all such drawings, originals of renderings, special art work, or models. All drawings, plans,

specifications, renderings and models are the property of City. They are not to be used by any person other than City on other Projects unless expressly authorized by City. City agrees that Architect shall not be responsible for any alterations, or revisions to the documents which have not been completed as of the date of termination under this Agreement.

- g. Architect shall be entitled to terminate this Agreement upon not less than ten (10) days written notice which shall specify the alleged default or basis for the requested termination. Unless Architect indicates that there has been a breakdown in the professional relationship between the City and the Architect, the City shall have a reasonable time period (not exceeding thirty (30) days to cure the default. Architect shall be paid for all professional services satisfactorily performed prior to the effective date of the termination.

13. **Architect's Records** Architect shall keep, and shall require each consultant engaged under this Agreement to keep, accurate records in accordance with sound accounting principles, of all expenditures made and all Project costs, liabilities and obligations incurred under this Agreement. These accounts shall be available on reasonable request to City for examination and audit.

14. **Insurance** Architect shall insure and shall require each of its consultants to insure against the following risks to the extent stated on **Exhibit D**.

15. **Ownership of Documents**

- a. The City shall have the right to use the professional documents that have been prepared by Architect for the City and for which Architect has been compensated, provided that the City shall not allow third party to use such documents or use them commercially.
- b. Architect agrees, when requested by City, to immediately execute any reasonable documents which documents shall evidence and acknowledge the ownership of all drawings, plans, specifications and other documents in City.

16. **Patented or Proprietary Items** Architect shall not, without the prior written approval of City, specify for the Project or necessarily imply the required use of, any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

17. **Liability**

- a. Any claim made by Architect arising out of any act or omission by any officer, agent or employee of City, in the execution or performance of this Agreement, shall be made against City and not against the officer, agent or employee.
- b. Architect shall require each consultant to agree in its individual contract with Architect not to make any claim against City, its agents or employees by reason of that contract.
- c. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Architect. The Architect's services under this Agreement are being performed solely for the benefit of the City, and no other party or entity shall have any claim against the Architect because of this Agreement or performance or nonperformance of the services under it.

18. **Notices** Any notice permitted or required under this Agreement shall be in writing, addressed to the appropriate party at its address set forth above and either delivered personally, by registered or certified mail postage prepaid, or by a national commercial courier service. All notices shall be effective upon the date of receipt.

19. **Dispute Resolution** In an effort to resolve any conflicts that arise during the design or construction of the Project, or following the completion of the Project, City and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. City and Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties. Notwithstanding the foregoing, Architect and City may mutually agree to submit any dispute with respect to this Agreement involving a controversy in excess of Twenty Five Thousand Dollars (\$25,000.00) to binding arbitration. A judgment of any circuit court may be rendered upon the (arbitration) award made pursuant to such agreement.

20. **Effective Date** This Agreement shall be effective on the date that the last of the parties executes it.

21. **Miscellaneous**

- a. The Architect and City waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement, irrespective of either party's termination of this Agreement.
- b. The Architect and City waive all rights against each other and any of the contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance.
- c. Neither the performance of professional services by the Architect, or its presence on a construction site, shall impose any duty on the Architect, nor relieve the contractor of its obligations, duties, and responsibilities regarding construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Construction work in accordance with the plans and specifications and any health or safety precautions required by law. The City acknowledges that the contractor shall be solely responsible for jobsite and worker safety.
- d. The parties agree that Architect is an independent contractor and not an employee of City.
- e. Architect shall comply with all applicable federal, state, and local laws, regulations and standards in performing the Professional Services under this Agreement.
- f. Each party had, or had the opportunity to have, input into the drafting of this Agreement personally or through its counsel. Therefore, this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party who caused it to have been drafted.
- g. This Agreement, together with any attached Exhibits, constitutes the entire agreement of the parties with respect to the subject matter of it, and supersedes any previous understandings or agreements, whether written or oral, that the parties may have had prior to this Agreement. Any modifications to this Agreement shall not be binding unless in a writing signed by an authorized representative of the parties.
- h. All express representations, indemnifications or limitations of liability included in this agreement will survive its completion or termination for any reason.
- i. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Architect and City.

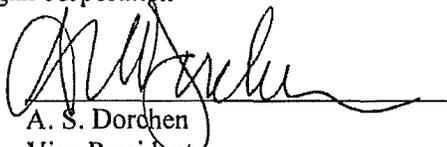
- j. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- k. Architect shall not take any discriminatory action because of race, color, religion, age, national origin, or disability.
- l. This Agreement is made in the State of Michigan and shall be governed by its laws.
- m. This Agreement, or any part of it, may not be assigned by Architect without City's prior written consent, which may be withheld in its sole discretion.
- n. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their agents, attorneys in fact, legal representatives, and successors-in-interest.
- o. The headings used in this Agreement are for convenience only, and shall not affect, or be used in connection with, the interpretation of this Agreement.
- p. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterparts.

The parties have executed this Agreement on the dates set forth below.

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

DORCHEN/MARTIN ASSOCIATES, INC., a
Michigan corporation

By: _____
Michael C. Taylor
Its: Mayor

By: 
A. S. Dorchon
Its: Vice President

And

Dated: November 10, 2016

By: _____
Mark Carufel
Its: City Clerk

Dated: November ____, 2016

EXHIBIT A
(Description of Park Improvements)

- I. Parks and Recreation Projects
 - i. Skate Park
 - ii. Splash Park
 - iii. Farmers' Market Pavilion
 - iv. Refrigerated Ice Rink
 - v. Canoe and Kayak Livery
 - vi. Dog Park
 - vii. Mini-Soccer Field
 - viii. Senior Center Improvements
 - 1. Bocce Ball Court Enclosure
 - 2. Low Impact Fitness Room

- II. Community Park and Athletic Complex Projects
 - i. Dodge Park
 - 1. Playground, path resurfacing, site amenities*
 - 2. Athletic court renovation, pavilion/restroom renovations
 - 3. Parking lot resurfacing
 - ii. Farmstead Park
 - 1. Entrance sign, path resurfacing, site amenities*
 - 2. Athletic field/court renovations, pavilion/restroom renovations
 - iii. LW Baumgartner Park
 - 1. Playground, site amenities*
 - 2. Athletic field renovation, replacement ball field lighting
 - 3. Parking lot expansion
 - iv. James C. Nelson Park
 - 1. Playgrounds, path resurfacing, site amenities*
 - 2. Pavilion/restroom renovations
 - 3. Disc golf course completion
 - v. Joseph J. Delia Park
 - 1. Site amenities*
 - 2. Athletic field/court renovations, pavilion/restroom renovations
 - 3. Tennis and soccer lighting, parking lot surfacing and gates

- III. Neighborhood Parks
 - i. Avis Park
 - 1. Entrance sign, playground, path resurfacing, site amenities*
 - 2. Athletic court renovations
 - ii. Benjamin Hadley Park

1. Entrance sign, playground, path resurfacing, site amenities*
- iii. Carpathia Park
 1. Entrance sign, playground, path resurfacing, site amenities*
 2. Athletic court renovations
- iv. College Park
 1. Entrance sign, playground, path resurfacing, site amenities*
 2. Athletic court renovations
- v. Fairfield Park
 1. Entrance sign, playground, site amenities*
 2. Small pavilion installation
- vi. Franklin Park
 1. Entrance sign, playground, path resurfacing, site amenities*
 2. Athletic court renovations
- vii. Hampton Park
 1. Entrance sign, playground, path resurfacing, site amenities*
 2. Athletic court renovations, pickleball court installation
 3. Parking lot expansion and entrance gate
- viii. Jaycee Park
 1. Entrance sign, play equipment installation, site amenities*
 2. Ball field repairs and field lighting, parking lot surfacing and gate
- ix. Kenneth Wolf Park
 1. Entrance sign, path resurfacing, site amenities*
- x. Lakeside Island Park
 1. Entrance sign, site amenities
- xi. Leroy Imus Park
 1. Playground, path resurfacing, site amenities*
 2. Athletic court renovation, inline hockey rink installation
 3. Driveway resurfacing
- xii. Magnolia Park
 1. Entrance sign, playground, path resurfacing, site amenities*
 2. Athletic court renovations, pickleball court installation
 3. Parking lot resurfacing and gate, restroom installation
- xiii. Mark Sawyers Family Park
 1. Playground, site amenities*
 2. Athletic court renovation, non-motorized path installation
- xiv. Moravian Park
 1. Entrance sign, playground, path resurfacing, site amenities*
 2. Pavilion installation
- xv. Meadowview Park
 1. Entrance sign, site amenities*
 2. Playground installation, non-motorized path installation

- xvi. North Clinton River Park
 - 1. Playground relocation, path resurfacing, site amenities*
 - 2. Parking lot surfacing, lighting and gate
- xvii. Puffin Park
 - 1. Entrance Sign, site amenities*
 - 2. Parking lot expansion and gate
- xviii. Rotary Park
 - 1. Entrance sign, playground, site amenities*
 - 2. Parking lot expansion and gate, paddle landing site
- xix. South Clinton River Park
 - 1. Entrance Sign, site amenities*
 - 2. Pavilion installation, parking lot installation
- xx. Thomas Chappelle Park
 - 1. Entrance sign, playground, path resurfacing, site amenities*
 - 2. Sledding hill installation
- xxi. Washington Square Park
 - 1. Entrance signs, playground, path resurfacing, site amenities*
 - 2. Athletic court renovation and lighting, pavilion installation

IV. Trails

- i. Delia Park to Nature Center Trail
- ii. Existing path resurfacing and site amenities*
- iii. Universally accessible paddle landings/launches

V. Miscellaneous Buildings and Projects

- i. Athletic Storage Renovations
- ii. Dodge Park Recreation Center Demolition/Renovation
- iii. Nature Center Improvements
 - 1. Interior Renovations and Pavilion
 - 2. Technology upgrades
- iv. Nature Preserve Improvements
 - 1. Entrance signs and restroom renovation
- v. Bond Costs

VI. Contingencies pending actual costs of above listed projects

***Site amenity examples: garbage cans, picnic tables, bike racks**

****Project costs are based on historical comparisons and current estimates from vendors, architects and engineering. These figures are subject to change based on the actual costs, but cannot exceed the expected revenue generated from 0.67 mills.**

EXHIBIT B
(Architect's Fee Schedule)

Project Parts Mutually Agreed to Be Completed on an Hourly Fee Basis

PERSONNEL	HOURLY CHARGE
Principal	\$200.00 per hour
Project Architect	\$150.00 per hour
Project Manager	\$125.00 per hour
Staff I	\$ 90.00 per hour
Staff II	\$ 75.00 per hour
Administrative/Clerical	\$ 55.00 per hour

Project Parts Mutually Agreed to Be Completed on a Percentage of Construction Cost Basis – Not Hourly

Eight percent (8%) of the construction cost

EXHIBIT C
(Architect's Services)

1. **Preliminary Planning and Schematic Design Phase** (including but not limited to the following except those items specifically excluded:
 - a. Review City's requirements for the Park Improvements
 - b. Counsel on general plan and design
 - c. Develop schematic plans for the Park Improvements and their relation to the sites and other improvements on the sites
 - d. Estimate the cost of the Park Improvements to determine compatibility with the City's recreational needs and its budget

2. **Design Development** (including but not limited to):
 - a. Preparation of complete preliminary drawings and specifications for the Park Improvements, materials, structure, mechanical and electrical systems (if applicable)
 - b. Review and update cost estimates
 - c. Review of these construction and engineering documents
 - d. Periodic review with City staff to be done during document preparation. (City approval required prior to preparation of bid documents.)

3. **Construction Documents**
 - a. Prepare complete working drawings and specifications prescribing in detail the work to be done, materials, workmanship, and equipment required for the particular construction to be done
 - b. Prepare bidding and construction information for same
 - c. All construction and engineering documents to be submitted to appropriate City departments for approval prior to bid.
 - d. Adjust estimates of the construction costs of the particular construction to be done as a result of possible changes in scope or the City's requirements
 - e. Secure approval of governmental agencies having jurisdiction over the construction, unless securing such approval is the responsibility of the contractor
 - f. Bidding to occur only after Building Department has approved issuance of building permit.

3. **Bidding and Award**

- a. Prepare advertisements for bids or arrange for bids from qualified contractors.
- b. Issue copies of working drawings and specifications to bidders.
- c. Received and open bids with City's representative.
- d. Review and analyze the qualifications of bidders and the reasonableness of the bids received, and make recommendations of bid awards.
- e. Provide technical information for preparation of construction contracts by the City Attorney.

4. **Construction Administration**

- a. Review samples, schedules and shop drawings for conformance with drawings and specifications.
- b. Issue bulletins and change orders to adapt to field conditions or changes requested by the City.
- c. Visit the project construction site to generally observe the construction work and answer questions raised by the City. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the equality or quantity of the construction work, or to determine whether the construction work is being constructed in conformance with the Contract Documents, unless the scope of service is modified with mutually agreeable compensation to the Architect.
- d. Attend regular construction meetings with the contractor and staff and prepare and circulate minutes of the construction meetings.
- e. Determine amounts owing to the contractor(s) and issue certificates of payment, certifying that to the best of its knowledge, information and belief, that the quality of the work is in accordance with the Contract Documents and has progressed to the point indicated.
- f. Receive and deliver to the City representative all bonds, guarantees, insurance or security documentation required by the construction contract.
- g. Establish the date of substantial completion of construction.
- h. Obtain from the contractor, prior to presentation of the request for final payment to the City Council, a statement that all bills have been paid and that the contractor will hold the City and the Architect harmless from any liens or other obligations arising out of construction covered by the contractor's contract, and authorization from the bonding company for release of funds to the value of the original contract and all change orders.

- i. Assist with final project closeout including preparation of as-built documents showing construction changes in the work. Upon completion of the Work, the Architect shall compile for and deliver to the City a reproducible set of record documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Contractor or other third parties. These record documents will show significant changes made during construction. Because these record documents are sometimes based upon unverified information provided by other parties which the Architect is not responsible for verifying and is entitled to rely upon, the Architect cannot and does not warrant their accuracy.
 - j. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work on the Project, nor shall the Architect be responsible for the contractor's acts or omissions or other third parties performing portions of the construction work
 - k. Evaluations of the City's Project budget, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by the Architect represent its best judgment as a design professional, but the City acknowledges that the Architect has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions.
5. **Optional Additional Services** (services not included but may be provided to the City at an additional cost if necessary and requested in writing):
- a. Blueprinting, photocopying, postage/shipping or other reproduction expenses. Cost + %.
 - b. Long distance telephone charges. Cost + 10 %.
 - c. Travel outside local project area Cost + 10 %.
 - d. Mileage Outside of Michigan Cost + 10 %.
 - e. All other costs incurred due to City request Cost + 10 %.
6. **Excluded Services** The parties shall agree in writing if any services are excluded prior to the Architect undertaking the performance of such services.

Hazardous Materials: It is acknowledged by the parties that Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event that Architect or any other party encounters asbestos or hazardous or toxic materials at a jobsite, or should it become known that such materials may be present at the jobsite or any adjacent area which may affect the performance of Architect's services, Architect may, at ist option, and without liability for consequential or other damages, suspend performance of services on the project in such area(s) until the City retains an appropriate consultant or contractor to satisfactorily and lawfully address such condition so that the jobsite will be in full compliance with applicable laws and regulations.

EXHIBIT D
(Insurance Certificate)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A Hartford Casualty Insurance Co	NAIC # 29424
		INSURER B Hartford Fire Insurance Co	19682
		INSURER C Hartford Accident & Indemnity	22357
		INSURER D XL Specialty Ins. Co.	37885
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 16 - 17** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35SEWPE7676	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
	OTHER:					PRODUCTS - COMPROP AGG \$ 2,000,000	
						Employee Benefits \$ 2,000,000	
B	AUTOMOBILE LIABILITY	X		35UEGTG5394	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			35SEWPE7676	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	35WEGNA3949	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			DPR9808893	9/1/2016	9/1/2017	Per Claim \$5,000,000
							Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Park Improvements. City of Sterling Heights, its officers, agents and employees are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract.

CERTIFICATE HOLDER City of Sterling Heights 40555 Utica Road Sterling Heights, MI 48313	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Cosgrove/LORI <i>Michael Cosgrove</i>



AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider approval of memorandums of understanding between the City of Sterling Heights and MAPE Professional and Technical Employees and MAPE Supervisory Employees Union (Presentation – City Manager).

Submitted By: Office of City Management

Contact Person/Telephone: Mark Vanderpool, City Manager / 586.446-2301

Administration (initial as applicable)

Attachments

MC
BB
MK
[Signature]

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

___ Resolution ___ Minutes
___ Ordinance ___ Plan/Map
x Contract ___ Other

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

Executive Summary

Introduction – Historically, Human Resource functions for the City Administration Department have been understaffed. For the past twenty years, City Management dedicated a Human Resources Director and an administrative assistant to discharge the Human Resources duties, which include employee recruitment, testing, interviews, benefits, claims management, and labor relations. For a City with 500+ personnel, this is not an optimal staffing level.

Understaffing has had some discernible effects on the organization, including the following:

- A. Out of necessity, the Office of Financial Services has absorbed some traditional Human Resource functions. While these functions are performed well, it does create workload issues that can generate inefficiencies.
- B. The lack of personnel has, in some cases, prevented Human Resources from being innovative and aggressive in implementing new initiatives.
- C. The City has had to rely on outside legal counsel for certain labor relations matters, including collective bargaining.

With the Human Resources Director and Risk Manager leaving the City on June 30, 2017, City Administration has been carefully examining the optimal organizational structure for Human Resources, as well as Risk

Management going forward. The recommendation is to restructure the Human Resources Division to provide the following positions:

- A. Human Resources Director/Assistant City Manager – The current deputy will assume the vacancy created by the June 30, 2017 departure of the current Human Resources Director/Assistant City Manager. The new Director will focus primarily on labor relations, but will supervise the overall operations of the Human Resources Division.
- B. Human Resources and Benefits Manager (New) – If approved, this new position will take direct responsibility for employee recruitment and selection, training, benefits, and compliance with all state and federal laws and regulations affecting city employment. The HR Benefits Manager will supervise all full- and part-time positions assigned to the Human Resources Division.
- C. Risk Management Coordinator (New) – If approved, this new position will be responsible for the investigation, coordination, mitigation, resolution, and reporting of all types of claims. In discharging the essential functions of the job, the Risk Management Coordinator will work closely with the City's legal counsel, third-party administrators, insurers, and appropriate City personnel. The Risk Management Coordinator will undertake additional human resource duties as assigned by the Human Resources Director/ Assistant City Manager and/or Human Resources and Benefits Manager.
- D. Administrative Assistant - This existing position will continue to provide the existing clerical support to the overall functioning of the Human Resources Division.

It is important to note that there will be no increase in the number of full-time employees with this reorganization because the Deputy City Clerk position will replace the current City Clerk and the Deputy position will not be filled pursuant to the City's succession plan.

It is evident that City Administration is making a concerted effort to increase the manpower dedicated to Human Resources. This increased emphasis will have a positive impact on the City organization in the following ways:

- A. Increased personnel will enhance the overall effectiveness of the Human Resources Division. It will benefit in the recruitment, testing, and orientation of future City employees. Employees will see a more responsive Human Resources Division and the innovations that have implemented in last five months will increase. The Human Resources Division will be in a better position to enhance and sustain employee outreach programs that heretofore relied on employee committees.
- B. The Office of Financial Services will realize a benefit by not having to perform traditional Human Resource functions. This will make both operations more efficient.
- C. The City will be able to handle labor relations and employee benefits in-house, which will reduce the cost of outside legal counsel and consultants.

Memorandums of Understanding – In order to create the Human Resources and Benefits Manager and Risk Management Coordinator classifications, the City was required to negotiate with the MAPE Professional and Technical Employees and MAPE Supervisory Employees bargaining units, respectively. These negotiations produced the attached Memorandums of Understanding, with attached job descriptions, which have been approved by the bargaining units. If approved, it is expected that the new job classifications will be filled by the first quarter of 2017.

Recommendation – For the reasons set forth above, City Administration is recommending approval of the Memorandums of Understanding. In addition to the potential for service enhancements, the new job classifications are in line with the City's overall succession planning.

Suggested Action:

MOVED BY:

SECONDED BY:

Resolved, to:

- (A) Approve the memorandum of understanding between the City of Sterling Heights and MAPE Professional and Technical Employees creating the Risk Management Coordinator classification; and,
- (B) Approve the memorandum of understanding between the City of Sterling Heights and MAPE Supervisory Employees Union creating the Human Resources and Benefits Manager job classification; and,
- (C) Authorize the Mayor and City Clerk to sign the memorandums of understanding on behalf of the City.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES – PROFESSIONAL AND TECHNICAL EMPLOYEES
(Union)

It is hereby agreed and understood by the City and Union, that the 2016 - 2019 collective bargaining agreement (CBA) between the parties shall be amended to incorporate the following terms and conditions:

1. A new bargaining unit position is created with the job title of Risk Management Coordinator. The job description for the Risk Management Coordinator is attached. The wages payable to the Risk Management Coordinator shall be in accordance with the following schedule:

Full Time (Annual)

A	B	C	D	E	F	G	H	I	J	K
50,573	51,832	53,134	54,461	55,827	56,525	57,938	59,386	60,871	62,393	62,805

Part-Time (Hourly)

A	B	C	D	E	F	G	H	I	J	K
20.7479	21.2644	21.7986	22.3429	22.9034	23.1897	23.7694	24.3635	24.9727	25.5971	25.7661

All other benefits accruing to the position of Risk Management Coordinator shall be determined in accordance with the CBA.

2. It is acknowledged and agreed that for purposes of hiring the Risk Management Coordinator, only, the 2016 – 2019 CBA shall be and hereby is amended as follows:
 - A. The probationary period for the new Risk Management Coordinator hired as a new employee to the City, transferred into MAPE Professional and Technical Employees from another bargaining unit, or hired from within the MAPE Professional and Technical Employees bargaining unit shall be twelve (12) months from the date of

hire/promotion; provided, however, that the probationary period shall be eighteen (18) months for purposes of the Risk Management Coordinator's attaining the required Associate's degree in Risk Management (ARM), only.

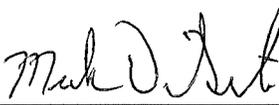
B. It is further agreed and understood that this memorandum of understanding does not establish any past practice or precedence for any future related situation involving the probationary periods established under the 2016 – 2019 CBA, nor shall it be used as evidence in any grievance arbitration, interest arbitration, or other proceeding.

3. Except as modified by this MOU, the terms and conditions of the CBA remain in full force and effect.

FOR THE CITY

FOR THE UNION

Michael C. Taylor
Mayor



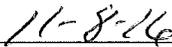
By: Mark DiSanto
Its: Chairperson

Mark Carufel
City Clerk



By: Joseph O'Connor
Its: Labor Relations Specialist

Date



Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES / SUPERVISORY EMPLOYEES (Union)

It is hereby agreed and understood by the City and Union, that the 2015 - 2018 collective bargaining agreement (CBA) between the parties shall be amended to incorporate the following terms and conditions:

1. A new bargaining unit position is created with the job title of Human Resources and Benefits Manager. The job description for the Human Resources and Benefits Manager is attached. The wages payable to the Human Resources and Benefits Manager shall be in accordance with the following schedule:

Full Time (Annual)

A	B	C	D	E	F	G	H
\$75,308	\$79,077	\$83,031	\$87,182	\$91,539	\$93,369	\$98,037	\$103,744

Part-Time (Hourly)

A	B	C	D	E	F
\$32.1836	\$33.7938	\$35.4836	\$37.2578	\$39.1197	\$39.9017

All other benefits accruing to the position of Human Resources and Benefits Manager shall be determined in accordance with the CBA.

2. Except as modified by this MOU, the terms and conditions of the CBA remain in full force and effect.

FOR THE CITY

Michael C. Taylor
Mayor

Mark Carufel
City Clerk

Date

FOR THE UNION



By: Steve Deon
Its: Chairperson



By: Joseph O'Connor
Its: Labor Relations Specialist

11/8/16

Date

JOB DESCRIPTION

Risk Management Coordinator

General Summary:

Under the direction of the Assistant City Manager / Human Resources Director and Human Resources and Benefits Manager, the Risk Management Coordinator is responsible for the investigation, coordination, mitigation, resolution, and reporting of all types of claims. In discharging the essential functions of the job, the Risk Management Coordinator will work closely with the City's legal counsel, third-party administrators, insurers, and appropriate City personnel. The Risk Management Coordinator will undertake additional human resource duties as assigned by the Assistant City Manager / Human Resources Director and/or Human Resources and Benefits Manager.

Essential Functions:

Receive, investigate, resolve, and report third-party claims against the City for injuries to persons or property arising from incidents involving City property and/or personnel. Coordinate with the City's personnel and third-party insurance administrators on the mitigation and resolution of such claims.

Research, compile, document and report on risk management information. Track and analyze records regarding the type, frequency, cost, and location of claims. Prepare and distribute reports to City Administration regarding risk management activities monthly.

Research, design and implement risk management policies, procedures, and programs to reduce or eliminate risk of financial losses arising from claims.

Develop outreach to City personnel to educate increase awareness of Federal and State health and safety requirements applicable to their respective job duties and activities.

Coordinate the receipt, documentation, processing, management and resolution of workers' compensation claims.

Inspect City facilities, equipment, and assets on a regular basis to assist departments in identifying and correcting potential safety hazards.

Responsible for receipt, documentation, investigation, administration, payment, and resolution of short-term disability claims. Coordinate long-term disability claims with third-party insurance carrier.

Audit claim histories to ensure accuracy and integrity of the City's processing of claim liabilities.

Serve as the liaison between third party benefits providers and City employees and facilitate resolution of any disputes.

Coordinate with the City's legal counsel the receipt, documentation, resolution, and reporting of all litigation arising from claims against the City, its elected and appointed officials, employees and agents. Perform the same duties in support of recovery of damages incurred by the City.

Attend hearings, facilitations, mediations, conferences, and trials as necessary to support the City's legal counsel in defense of claims against the City, its elected and appointed officials, employees and agents. Perform the same duties in support of recovery of damages incurred by the City.

Coordinate and assist City Administration with the selection of third-party administrators / and providers of insurance programs and claims administration services. Develop and coordinate renewal applications and information with insurance companies and state agencies.

Monitor insurance bills and compliance with conditions of insurance policies and claims administration contracts.

Assist in the development of invitations to bid or request for proposals for third-party insurance programs and administration services.

Coordinate the issuance and receipt of certificates of insurance to ensure that they meet the terms and conditions required by the City for underlying contracts and monitor continuing compliance.

Recommend, coordinate, and implement programs for safety training of City personnel.

Investigate and pursue subrogation claims on behalf of the City.

Order and review MVR's on City employees who drive in the course of their employment.

Prepare reports required by the City's auditors for financial reporting requirements.

Complete all Human Resource assignments from the Assistant City Manager / Human Resources Director and/or Human Resources and Benefits Manager.

Minimum Qualifications:

Bachelor's degree in Business Administration, Public Administration, or a major with core

classes directly related to insurance or risk management. Two years of relevant work experience in the field of insurance, risk management or claims administration. Continued employment as Risk Management Coordinator requires that employee earns an Associate's degree in Risk Management (ARM) within eighteen months from the date of hire.

The above statements are intended to describe the core job functions and qualifications for the position of Risk Management Coordinator and other supplemental and ancillary job duties will need to be discharged in order to be successful. The City expressly reserves its management right to amend job duties at any time to conform to organizational needs.

JOB DESCRIPTION

Human Resources and Benefits Manager

General Summary:

Under supervision of the Assistant City Manager / Human Resources Director, the Human Resources and Benefits Manager is responsible for administering all key functions of the Office of Human Resources, including employee recruitment and selection, training, benefits, and compliance with all state and federal laws and regulations affecting city employment. The HR Benefits Manager will supervise all full- and part-time positions assigned to the Office of Human Resources.

Essential Functions:

- ◆ Prepare and administer rules for appointment, promotion, transfer, layoff, reinstatement, suspension and removal of employees in accordance with applicable civil service rules and regulations and collective bargaining agreement, as applicable.
- ◆ Assist the Assistant City Manager / Human Resources Director in the negotiation of collective bargaining agreements, mediation, fact finding, and 312-arbitration, as applicable, and administer grievances and/or arbitrations arising from the collective bargaining agreements with all City bargaining units.
- ◆ Administer wages and benefits in accordance with applicable collective bargaining agreements or other internal and external requirements to ensure compliance with all applicable laws, rules, and regulations.
- ◆ Design, coordinate, and implement effective programs for the recruitment of qualified exempt and non-exempt employees, including advertising, testing, interviewing, and final selection.
- ◆ Prepare personnel reports as required by State and Federal agencies.
- ◆ Serve as custodian of all personnel records for City employees. Draft and implement procedures for record retention for personnel files.
- ◆ Compile and report information on internal and external labor statistics for integration into key policy decisions, including collective bargaining strategies.
- ◆ Develop policies and procedures to ensure compliance with all laws and regulations affecting employment and benefits, including privacy, confidentiality, and right-to-know.
- ◆ Design and implement training for City personnel on human resource practices and procedures.
- ◆ Draft and revise job descriptions to implement or adjust positions within the City. Conduct job analysis when required.
- ◆ Advise the City Manager and City Council regarding the status of labor relations and personnel matters.
- ◆ Monitor and consult on employee rules of conduct in order to maintain a safe and productive work environment.
- ◆ Work with third-party providers and administrators to ensure the proper administration of benefits to City employees.
- ◆ Coordinate the City's self-funded workers compensation program.
- ◆ Administer the City's short and long-term disability programs.
- ◆ Coordinate all Family & Medical Leave Act requests.
- ◆ Serves as benefit administrator for all City medical, dental, and prescription plans.

- ◆ Administer all federal health care programs, including Medicare retiree drug subsidy and Early Retiree Reinsurance Program (ERRP).
- ◆ Coordinate the City's Commercial Driver's License (CDL) medical testing and recertification program.
- ◆ Design and oversee the City's new employee orientation program.
- ◆ Lead the City's Wellness Initiative and other employee outreach programs intended to foster a positive work environment.
- ◆ Supervise the discharge of risk management and human resources duties with the Office of Human Resources.

Non-Essential Functions:

- ◆ Serve as management representative on employee relations committees.
- ◆ Make presentations before City Council and other legislative bodies.
- ◆ Organize special events for employees.
- ◆ Attend Charter Civil Service Commission meeting as required discharge minute and recordkeeping duties.
- ◆ Other duties as assigned by the City Manager or Assistant City Manager / Human Resources Director.

Required Knowledge, Skills, and Abilities:

Knowledge of:

- ◆ State and federal laws regarding human resources, including workers' compensation, FMLA, and FLSA.
- ◆ Extensive knowledge of employee health and benefit programs, including medical, dental, vision, and disability.

Ability to:

- ◆ Produce written documents such as financial statements and reports with clearly organized thoughts using proper English sentence construction, punctuation, and grammar.
- ◆ Establish and maintain effective working relationships with labor representatives, colleagues, supervisors, officials of other agencies, and the general public.
- ◆ Communicate orally with other City employees, vendors, or the general public in a variety of settings.
- ◆ Remain in a sitting position for extended periods of time.
- ◆ Analyze and interpret fiscal and accounting records.

Skills:

- ◆ Interpersonal and communication skills in order to interact courteously, diplomatically, and tactfully with a variety of employees, labor representatives, City Council, and the general public.
- ◆ Organizational skills to ensure proper and timely scheduling and responses in a deadline-driven environment.
- ◆ Strong analytical, problem identification, and solution development skills
- ◆ Team building skills with proven effective leadership abilities and competencies

Additional Requirements:

- ◆ Certain positions will require the performance of other essential and marginal functions depending upon work location or assignment.

Acceptable Experience and Training:

- ◆ Bachelor's Degree in Human Resources, Personnel Management, Business Administration, or related field with appropriate human resources course work from an accredited college or university; Master's Degree is highly desired.
- ◆ Ten years of progressive, advancement to management level experience in human resources including benefits administration.

The above statements are intended to describe the core job functions and qualifications for the position of Human Resources and Benefits Manager and other supplemental and ancillary job duties will need to be discharged in order to be successful. The City expressly reserves its management right to amend job duties at any time to conform to organizational needs.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

CITY OF STERLING HEIGHTS

P

AND

**MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
PROFESSIONAL AND TECHNICAL EMPLOYEES UNION**

JULY 1, 2016 - JUNE 30, 2019

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MEMORANDUM OF UNDERSTANDING		

AGREEMENT

Section 1. THIS AGREEMENT made and entered into between the City of Sterling Heights (hereinafter referred to as the "Employer") and the Michigan Association of Public Employees (hereinafter referred to as the "Union"), for and on behalf of all Professional and Technical Employees including but not limited to those positions listed on Appendix A.

Section 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Purpose and Intent

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Sterling Heights in its capacity as an Employer, the employees, the Union, and the people of the City of Sterling Heights.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is agreed by the City and the Union that the City is legally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the Bargaining Unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal laws.

ARTICLE 1

Recognition

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with

respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined by the terms of this Agreement for those employees included in the bargaining unit described in Appendix A.

New classifications may be added thereto by agreement between the parties. Bargaining Unit positions shall not be reclassified or retitled resulting in the removal from the bargaining unit without prior agreement between the parties.

ARTICLE 2

Union Rights Clause

Section 1. The Employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in temporary situations, training, or cases of emergencies. It is not the intent of the City to replace permanent employees with temporary employees. Successive temporary appointments of the same person to the same position shall not total more than six (6) months.

Section 2. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the Grievance Panel, Step 3 of the Grievance Procedure.

ARTICLE 3

Agency Shop

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Section 2. Membership in the Union is separate, apart and distinct from the assumption by one of her equal obligation to the extent that she received equal benefits. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of majority of the employees in the Bargaining Unit.

Section 3. If any provision of the Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement.

Section 4. Probationary Employee. New employees shall be considered as probationary employees for the first year of employment. After employees have finished the probationary period, they shall be entered on the Seniority list and shall rank for seniority from the day they commenced their employment. A new employee shall work under the provisions of this Agreement, and the Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement.

However, probationary employees who have been laid off, disciplined or discharged during the probationary period shall not have recourse to the Grievance Procedure.

ARTICLE 4

Check off and Remittance of Dues

Section 1. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues in accordance with the Constitution and Bylaws of the Union and the terms of this Agreement, from the pay of each employee who executes or has executed an "Authorization for Representation Fee Deduction" form. Such dues must be tendered by payroll deduction.

Section 2. Deduction for any calendar month shall be remitted to the Financial Secretary/Treasurer of MAPE with a list of names of all employees from whom deductions have been made no later than fifteen (15) days following the month in which the deduction was made.

Section 3. The Employer agrees to provide this service without charge to the Union.

Section 4. The Employer shall advise the Union of all new hires.

Section 5. The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sums other than that constituting actual deductions made from wages earned by employees.

ARTICLE 5

Extra Contract Agreements

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively

which in any way affects wages, hours or working conditions of said employees, or any individual employees in the Unit covered by this Agreement.

ARTICLE 6

Seniority

Section 1. The seniority date of all employees currently on payroll as of July 1, 2008 shall be the date of hire with the City of Sterling Heights. Those employees hired or transferred into a job classification covered by this Agreement after July 1, 2008 shall have the date of entry into the classification as their seniority date.

Section 2. Bargaining unit seniority, as defined in Section 1 above, shall prevail in the layoff and hiring of employees, in reducing the work force because of lack of work or other legitimate cause.

Section 3. Seniority shall not accrue to employees on leaves of absence without pay, time off without pay, and periods which the employee is not on the active payroll. These periods off the active payroll shall not be considered as a break or interruption of employment. However, seniority shall not accumulate during those periods except that employees on layoff, military leave, leaves during which employees are receiving Worker's Compensation and illness resulting from service connected disability shall not be deducted.

Section 4. An employee shall lose seniority and thus, employment shall be considered terminated for the following reasons only:

- A. Voluntary resignation.
- B. Discharge or permanently removed from the payroll and the separation is not reversed through the Grievance Procedure.
- C. Failure to return to work when recalled from layoff as set forth in the recall procedure.
- D. Retirement.
- E. Failure to return within five (5) days of the expiration of a leave-of-absence or is absent for three (3) consecutive work days without notifying the Employer. In case of emergency, exceptions may be made by the Employer.

Section 5. The Employer shall post a list of the employees and classifications arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 6. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for the first full year of employment.

ARTICLE 7
Layoff and Recall

Layoffs:

Section 1. In the event there is a reduction in personnel, layoffs will be by seniority in the classification affected within the department/division.

Section 2. The Employer will notify the Union, in writing, fifteen (15) days prior to the anticipated date of any layoffs within the bargaining unit.

Section 3. The following is the order in which layoffs will occur within the affected classification:

Non-Library Staff

- A. Temporary part-time employees.
- B. Temporary full-time employees.
- C. Probationary employees.
- D. Part-time employees.
- D. Full time employees.

Library Staff

- A. Temporary/substitute employees.
- B. Probationary employees.
- C. Part-time employees.
- D. Full-time employees.

Section 4. Employees to be laid off may exercise their bargaining unit seniority for bumping purposes as follows:

- A. Employees faced with layoff who have greater bargaining unit seniority than the least senior employee within the same classification, must first bump the least senior employee in the same classification within the Bargaining Unit.
- B. If bumping is not possible, as outlined in "A." above, employees faced with layoff who have greater bargaining unit seniority may bump the least senior employee within another classification with the same or lower maximum salary provided they meet the minimum qualifications and can perform the work.

- C. Employees bumping into another classification or another department shall serve a sixty (60) day trial period. If the employee is unsuccessful with this bump, the employee may bump only one more time and serve a thirty (30) day trial period. If this bump is unsuccessful, the employee will be laid off subject to recall rights. Employees who are unsuccessful in exercising their bumping privileges will be laid off from their original classification.

Recall:

Section 1. When recalling employees following a layoff or reduction to their former bargaining unit classification and department, the employee with the most bargaining unit seniority who is qualified shall be the first to be recalled. If a full time bargaining unit employee is laid off and a part-time position becomes available, the full time employee shall have the option of accepting or rejecting the part-time position. A full time employee may reject recall to a part-time position without forfeiting his or her right to recall to a full-time position at a later date.

Section 2. When recalling laid off employees or employees who have successfully exercised their bumping rights, the Human Resources Director will notify the employees by certified mail sent to the employee's last known address.

Section 3. Each employee who is recalled shall report to the Human Resources Director in person or by certified mail within five (5) working days after being notified whether or not he/she intends to return to work for the City. If an employee fails to notify the Human Resources Director, as specifically stated herein, the employee shall be considered as having voluntarily resigned.

Bargaining unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

Bargaining unit employees having exercised bumping previously shall continue to accrue bargaining unit seniority in their regular classification and not in the classification into which they have bumped unless such transfer becomes permanent.

ARTICLE 8

Discharge or Suspension

Section 1. The Employer shall not discharge or suspend any employee without just cause. Discharge must be by written notice to the employee and the Union. Any employee aggrieved by such discharge or suspension may seek relief through the Grievance Procedure outlined in Article 10 of this contract, going immediately to Step #3.

Section 2. In cases of discharge or suspension of five (5) work days or more, the employee may see the Union Steward before leaving city property.

Section 3. The Union shall not represent newly hired or transferred employees from other bargaining units who are discharged or disciplined during their probationary period except if discharged or disciplined for union activities.

ARTICLE 9

Election of Remedies

Section 1. When the same remedies are available for a dispute which arises under this contract under the grievance procedure, which are available under any administrative or statutory scheme or procedure, such as, but not limited to, a Veteran's Preference Hearing, Civil Rights Hearing, or Department of Labor Hearing, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

Section 2. If any employee elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited.

Section 3. Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the Courts to compel compliance with agreement terms and with the grievance procedure by request for injunctive or other relief.

ARTICLE 10

Grievance Procedure

Section 1. A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this Agreement, and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement.

Every employee in the bargaining unit shall have the right to present grievances in accordance with the procedure herein.

The parties, recognizing that an orderly grievance procedure is necessary, agree

that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

Section 2. Grievances shall be filed in writing within ten (10) days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement in writing of the Union and the City. For purposes of this article, all time periods shall be calendar days.

Section 3. Grievances shall be processed according to the following steps:

Step 1. Verbal (Immediate Supervisor) - Employees who believe they have a grievance may discuss their complaint with the immediate supervisor with or without the presence of their steward. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactorily resolve of the matter. The employee shall have the right to discuss the complaint with their steward before any discussion takes place with the immediate supervisor. The supervisor shall make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with their steward. The immediate supervisor shall give a verbal answer within twenty-four (24) hours.

Step 2. Written (Immediate Supervisor) - If the matter is not satisfactorily settled verbally at Step 1, a grievance may be submitted in written form by the steward to the immediate supervisor. The supervisor shall sign and date the grievance form when received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, that the grievant claims have been violated. The supervisor shall discuss the grievance with the steward and the aggrieved employee(s) within five (5) days of his/her receipt of the grievance and render a written answer to the steward within five (5) days of such discussion. The written answer shall outline in detail the basis or reason such decision was arrived at and why. Any documentation, orders, or rules and regulations shall be attached.

Step 3. Human Resources Director - If the matter is not satisfactorily resolved at Step 2, the grievance shall be referred to the Human Resources Director. The Human Resources Director or designated representative shall sign and date the grievance when received. The Human Resources Director or designated representative will hold a meeting with the unit chairperson and/or designated representative and the steward within seven (7) days after referral to this step to discuss the grievance. If not satisfactorily adjusted at this meeting, the Human Resources Director or designated representative shall provide a written answer within seven (7) days of the meeting.

Step 4. Regional Review - If not satisfactorily settled at Step 3, the Human Resources Director, shall send a copy of the written grievance and its Step 2 and Step 3 answers to the Regional Director of the Union within seven (7) days following the Step 3 meeting. The Regional Director of the Union or designated representative, after receiving the grievance and its answers, will review the matter. If it is one on which the arbitrator has power and authority to rule, and if it merits appeal, the Human Resources Director or designated representative shall within ten (10) working days of receipt of said grievance and answer, arrange a meeting with the Unit chairperson and the Human Resources Director. At the option of the Human Resources Director, other management members may be present. At the option of the Regional Director or designated representative, other union representatives may be present. At the meeting, the parties shall discuss the circumstances and attempt to settle the matter.

Step 5. Arbitration - Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to arbitration by either party (City or Union) in accordance with this article. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. The notice to arbitrate shall include names of suggested arbitrators. In the event the parties cannot agree upon an arbitrator within ten (10) days, they shall request that an impartial arbitrator to act as chairman, be appointed from either of, the American Arbitration Association (AAA), the Michigan Employment Relations Commission (MERC), or the Federal Mediation and Conciliation Service (FMCS), in accordance with their applicable rules and regulations.

Section 4. Pre-Arbitration. Within thirty (30) days of requesting arbitration, the parties (City and Union) shall mutually agree to meet, discuss and exchange a completed pre-arbitration form and copies of all evidence.

- A. At that time, the parties should arrange a mutual meeting to review the case and make any last minute changes.
- B. If such meeting fails to resolve the matter, the parties agree that only the items and evidence presented at these pre-arbitration meetings can be presented at the arbitration hearing.
- C. It is further agreed that the Union will present their case first at arbitration, in cases regarding contract violations and that in cases of discipline and rate for new positions, that the City shall present their case first.

Section 5. Power and Authority of the Arbitrator. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement, and:

- A. Shall have no authority to require the City to purchase buildings, equipment or material.
- B. Shall have no power to add to, subtract from, alter or modify any of the terms of

- this Agreement.
- C. Shall have no authority to grant a wage increase or decrease, except in cases of arbitration of new positions established by the City between contract periods.
 - D. Shall have no power to substitute its discretion for the City's discretion in cases where the City has been given discretion by this Agreement.
 - E. Shall have no power to decide any question which under this Agreement is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the Agreement that there would be no interference with such responsibilities except as it may be specifically limited by this Agreement.
 - F. Shall have no authority to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.
 - G. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretion which by State law or City Charter, the City cannot delegate, alienate or relinquish.
 - H. All claims for back wages shall be limited to the amount of back wages the employee would have earned on the job less compensation earned during time off.

Section 6. Decisions.

- A. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- B. The decision of the arbitrator shall be final and binding upon the City, and the Union and the affected employee(s), and there shall be no appeal of the arbitrator's decision, if made in accordance with its jurisdiction and authority under this Agreement.
- C. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 4 of the Grievance Procedure, and any grievance not submitted within such period shall be deemed withdrawn.
- D. In the event a case is appealed to the arbitrator and the arbitrator finds that it has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- E. The expenses of the arbitrator shall be shared equally by the City and the Union.
- F. The City and the Union shall individually make arrangements for, and pay the expense of their respective witnesses who are called by them.
- G. The aggrieved, the Union representatives, and any other Sterling Heights employee witnesses testifying before such proceedings shall not lose pay for the time off the job during arbitration proceedings.
- H. All records, reports, and other information pertaining to a grievance which the requesting party seeks to utilize in a grievance proceeding shall be made available

within ten (10) days from written request. Requests for information from the City shall be directed to the City Manager.

- I. Grievances affecting more than one (1) employee may be treated as group grievances and entered at Step 3 of the grievance procedure by the Union.
- J. In instances where the subject matter of the grievance lies within the jurisdiction of specific city agencies, e.g., payroll, etc., the grievance steps may be reduced in order to bring the grievance to the Union's immediate attention for a recommendation as to the action to be taken at Step 3.
- K. An unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Union.

ARTICLE 11

Union Representation

Section 1.

- A. There shall be one (1) Unit chairperson, one (1) steward, and one (1) recording secretary chosen from among employees of this Agreement in a manner to be determined by the Union. In the absence of the chairperson, steward, and/or recording secretary, an alternate shall be appointed.
- B. The Union shall designate to the Employer, in writing, the names of the chairperson, steward, and recording secretary. In the event there is a change in representation, the Union shall give timely notice to the Employer or designated Management representative.
- C. The steward, chairperson, unit recording secretary may prepare for and conduct negotiations and investigate and process employee grievances without loss of time or pay.
- D. Before entering upon such Union business, the steward, chairperson and/or recording secretary, as the case may be, shall give notice and receive approval from the City Manager or designated representative for release from his/her work assignment for such time as may be necessary to conduct such Union business. Approval shall not be withheld except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be proper subject for a Special Conference, as provided in Step 3, as provided by this Agreement.

Section 2. The Unit chairperson, steward, and recording secretary shall be retained in their work areas and shifts for representation purposes during layoffs, regardless of seniority, if they are qualified to perform the work.

Section 3. The Union shall be provided with a suitable bulletin board at each location for the posting of Union notices and other materials.

Section 4. The Union may schedule meetings on City property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, subject to approval of the City Manager or designated representative, and shall not be arbitrarily or unreasonably withheld.

ARTICLE 12

Leave of Absence

Section 1. Union Leave of Absence The Employer shall give reasonable time off up to fifteen (15) work days, per calendar year, without discrimination or loss of seniority rights, without pay to employees designated by the Union to attend Union business, provided 72 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted, provided there shall be no disruption of operations due to lack of employees.

Section 2. Non-Union Leave of Absence The City Manager may grant in his sole discretion, leaves of absence for up to six (6) months without pay or other benefits except for seniority. Upon return from a leave of absence, an employee shall be guaranteed the same or equal position and same rate of pay received prior to beginning the leave of absence.

ARTICLE 13

No Strike/No Lockout

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a strike, a slow-down, or any concerted effort to diminish the quantity of the work performed by the members of the bargaining unit, and the Union will take appropriate action to prevent the continuance of any such concerted efforts on the part of the members of the bargaining unit. As a corollary to the no strike clause, the Employer herewith agrees that during the life of this Agreement, it shall not cause, nor permit to be caused a lock-out of the employees covered by this Agreement.

ARTICLE 14

Successorship

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

ARTICLE 15

Equipment, Accidents and Reports

Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. The employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents.

ARTICLE 16

Military Service

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of national emergency, shall upon termination of such service, be re-employed in line with the employee's seniority, at the then current rate of such work, provided the employee has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided the employee reports to work within ninety (90) days of the date discharged from such service with the United States Government.

- A. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of city service.
- B. A probationary employee who enters the Armed Forces and meets the foregoing

requirements, must complete the required probationary period and upon completing it, will have seniority equal to the time spent in the Armed Forces, plus ninety (90) days.

- C. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE 17

Management Rights

The City on its own behalf and on behalf of its electors, hereby retains, and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of foregoing the right to:

- A. Manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.
- B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. Determine the number, location, and type of facilities and installations.
- E. Determine the size of the work force and increase or decrease its size.
- F. Hire, assign and lay off employees to reduce the work week or the work day or effect reductions in hours worked.
- G. Permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency.
- H. Direct the work force, assign work and determine the number of employees

assigned to operations.

- I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification.
- J. Determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- K. Establish work schedules.
- L. Discipline and discharge employees for cause.
- M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. Transfer, promote and demote employees from one classification, department or shift to another.
- O. Select employees for promotion or transfer to supervisor or other positions and determine the qualifications and competency of employees to perform available work.

Nothing in this Article is intended to limit any other rights of Management not expressly included in this Article where the exercise of such right is not in conflict with any other provisions of this Agreement.

ARTICLE 18

Separability and Savings Clause

In the event that any provisions of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 19

Safety Committee

Section 1. A Safety Committee shall be composed of a Union representative and a City representative who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions.

Section 2. The City shall consider the personal safety of the employee in establishing operational procedures.

ARTICLE 20

General

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the chairperson, steward, and recording secretary of the Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The employees shall be paid every other Thursday. Employees shall be provided with an itemized earnings and deduction statement. All members of the bargaining unit shall be required to participate in the City's direct deposit of payroll program.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. When an employee is required by the Employer to provide transportation to and from a job location, the employee shall receive an allowance based upon the standard set by Internal Revenue Service. The Employer will provide transportation whenever possible.

Section 6. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall

have been brought to the attention of the party against whom it shall be made.

Section 7. The City will furnish suitable raincoats, hats, boots, gloves and safety equipment as needed, if required by Employer. In addition, in consideration of mandatory uniform shirts, the City will issue an initial set of seven (7) City-logo shirts and one (1) jacket to the following employees of the bargaining unit: Production Specialists, Senior Production Specialist, Broadcast Programming Specialist and Police Lab Technician. These employees will also receive four (4) replacement shirts and a replacement jacket on an annual basis. Three (3) additional shirts may be substituted in place of the replacement jacket.

The City will issue/reimburse a set of five (5) City-logo shirts, five (5) pairs of pants, and one (1) jacket to the Building Maintenance Coordinator while Video Production Technicians shall receive an initial set of four (4) City-logo shirts and two (2) replacement shirts on an annual basis. Employees of the Parks & Recreation Department shall be issued a set of three (3) City-logo shirts on an annual basis. Animal Control Officers will be furnished with an initial complete uniform.

Within thirty days of being hired, the City will furnish the clothing and/or equipment as specified in this section to new employees.

Section 8. In addition to the initial complete uniform provided to Animal Control Officers, a Thirteen Hundred (\$1,300) Dollar uniform reimbursement allowance for Animal Control Officers, or a prorated amount for new hires, shall be paid on the same date as when the Police Officers receive their uniform allowance.

Section 9. Part-time employees are not eligible for vacation time, sick time, disability or health coverage, educational aid, holiday pay, compensatory time, life insurance, funeral leave, retirement or any other benefit provided in this Agreement. The only exceptions are Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 who shall be eligible for one-half (½) the amount of extended service pay and \$400 annual deferred compensation contribution. These employees must have worked at a minimum of 600 hours per fiscal year to earn a year of service and they must work a minimum of 600 hours in the year to be eligible to receive performance pay for that year. In addition, Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 shall receive time and one-half (1-½) for any hours worked on Sundays and City-designated holidays.

Section 10. Employees temporarily assigned to work on a position in a higher classification shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned that position. Temporary short assignments of under five (5) consecutive scheduled working days are considered an opportunity for the employee to train for a higher position to become better qualified for promotion, and the employees shall not be paid at the higher rate for this temporary assignment until after five (5) consecutive scheduled work days. When an

employee is working in a higher classification, that employee will be paid at a rate that will provide one full step increment. Holidays that fall within the time period the employee is performing the duties of a higher classification will be considered as days worked out of class.

The following requirements shall be fulfilled for out of classification pay:

- A. Temporary assignments within the Department - five (5) days qualification period - valid for six (6) months.
- B. Temporary assignments out of the Department - five (5) days qualification period - valid for sixty (60) days.

Section 11. The City shall have the right to deduct from an employee's paycheck any overpayment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

Section 12. Residency. All members of the bargaining unit shall be required to maintain residency within Macomb County and/or 20 miles of the City's municipal boundaries within six months from date of hire.

Section 13. Both parties agree that compliance with the Michigan Handicapper Civil Rights Act and the Americans With Disabilities Act shall take precedence over any provision of this Agreement.

Section 14. All members of the bargaining unit shall be eligible to participate in the City's Flexible Spending Program, including dependent care and medical savings accounts, in accordance with Federal laws. Reimbursement to employees shall be made on a monthly basis for all participants.

Section 15. Reclassification Process. An employee may file a reclassification request only once during the term of this agreement. An employee requesting reclassification is required to complete and file with the Human Resources Director a detailed job analysis form supplied by the City. A request for reclassification is limited to: (a) reclassification from the employee's existing classification to another existing classification within the same bargaining unit; or, (b) reclassification to a new classification within the same bargaining unit. Any reclassification requests that do not comply with either of these criteria will not be processed.

Reclassification requests must be filled by November 1st of each year. The Human Resources Director will perform the initial review of the request. If there are duties that have been improperly assigned to the position, then those duties will be reassigned to the proper

classification. If it is not possible to reassign those duties, then the request will be submitted to the City's third party consultant for evaluation. All other reclassification requests will be submitted to the City's third-party consultant for evaluation. The decision by the third-party consultant is final and binding upon the City, Union, and employee. There is no right of appeal. In cases where the third-party consultant recommends reclassification of the employee to a new classification within the bargaining unit, the City and Union will meet to negotiate the new classification's job description and pay scale.

The processing of a reclassification request must be completed by February 1st of the following year or shall be deemed to be granted. Reclassification requests which are granted shall be deemed effective as of February 1st for purposes of any change in wages.

Section 16. Part-time employees hired into full-time positions shall have their part-time date of hire used for purposes of calculating vacation time and longevity pay. This includes current full-time employees who previously held part-time positions with the City.

Section 17. Full-Time and part-time employees who have achieved a Master's Degree from an accredited college or university as determined by the U.S. Secretary of Education shall be entitled to an annual allowance in the amounts specified below, which shall be prorated and paid with each bi-weekly pay:

	<u>Annual Allowance</u>
Full-Time Employees	\$1,000
Part-time Employees	\$ 500

Eligible employees must provide certified transcripts in order to receive the allowance.

ARTICLE 21

Job Vacancies

This contract will supersede existing Civil Service rules for filling job vacancies, therefore the following shall govern job vacancies, and promotions.

Job Vacancies/Promotions:

Section 1.

- A. Upon determination by the Employer that a job vacancy is to be filled, the Employer will announce and post for ten (10) working days after the date of the announcement the classification to be filled for the Bargaining Unit.

- B. The Employer shall list all pertinent information relating to the classification, the main qualifications, rates of pay, etc.

To be eligible for consideration for the vacancy, bargaining unit employees must:

1. Have completed the initial probationary period.
2. Meet the minimum qualifications for the classification.

Section 2.

- A. Selection among those applicants determined eligible, as stated above to fill the vacancy is made in the following order:
 1. Demotions:
 - a. Within the Department first
 - b. Within the Bargaining Unit
 2. Lateral Transfer:
 - a. Within the Department first
 - b. Within the Bargaining Unit
 3. Promotion:
 - a. Within the Department first
 - b. Within the Bargaining Unit

Section 3.

- A. The decision of the appointing authority shall be based upon the employee's qualifications, experience, work record, prior education and training, and bargaining unit seniority.
- B. Where employees are determined to be qualified within the order of selection indicated herein, bargaining unit seniority shall be the determining factor.
- C. All subsequent openings will be posted in the same manner.
- D. All demotions and lateral transfers shall be determined by seniority only.

Section 4.

- A. The successful employee shall be given a probationary period of ninety (90) days to qualify on the job. The Department will assist the employee wherever possible.

- B. In the event the employee cannot qualify or voluntarily decides to withdraw from the new position, the employee shall be returned to the former classification and department within the Bargaining Unit.

ARTICLE 22

Waiver Clause

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23

Hours of Work

Section 1. Normal Working Hours. The normal work week for full-time employees consists of five (5) days, Monday through Friday. The normal work day consists of seven and one-half (7-½) hours of work with a one (1) hour lunch break. Normal work hours for full-time employees are 8:30 a.m. to 5:00 p.m. daily, except for full-time Animal Control Officers and a full-time Police Lab Technician whose normal work day consists of eight (8) hours with a one-half (½) hour paid lunch.

It is recognized that the normal scheduling of the Librarian and Animal Control Officers includes evening hours and weekends. If flex time scheduling has been approved, by the City Manager, the shift allowance shall not apply.

Section 2. Employees employed on the 2nd and 3rd shift shall receive, in addition to their regular pay, thirty-five (35¢) cents per hour respectively, additional compensation. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

Section 3. The senior employee in any classification will have the choice of regular scheduled

working hours whenever there is a change in schedules before those employees with less seniority.

Section 4. For the term of this Agreement, the City agrees not to exercise its right to reduce the hours of work.

ARTICLE 24

Overtime

Section 1.

A. Definitions:

1. CASUAL - The continuation of the present work shift.
2. SCHEDULED - Overtime which is worked on holidays or premium days.
3. CALL-IN - Overtime during the regular work week where an employee is called back after the regular shift but prior to the next shift.

B. Time and one-half will be paid for time worked in excess of seven and one-half (7-½) hours (eight hours for Animal Control Officers and Police Lab Technician) in any continuous 24-hour period beginning with the starting time of the employee's shift.

C. Time and one-half will be paid for time worked on the sixth (6th) day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) during the employee's work week.

D. Double time will be paid for time worked on the seventh (7th) day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) during the employee's work week.

Double time will be paid for time worked by full-time employees on City-designated holidays.

Section 2. Overtime Guarantee. An employee reporting for work on Management's instructions on a holiday or premium day (scheduled overtime) shall be guaranteed four (4) hours pay at the appropriate premium rate.

An employee reporting for call-in time assignments after the regular work shift shall be

guaranteed three (3) hours pay at the appropriate premium rate of pay. Call-in premium days and holidays shall provide no less than four (4) hours guaranteed work at the appropriate premium rate.

Section 3. Overtime work will be permitted only when authorized.

Section 4. All overtime for each classification will be rotated at each location and on each shift, whenever possible. Employees who are offered overtime but who refuse to work it will be charged for those overtime hours as if worked.

Section 5. An employee required to work more than two (2) hours overtime shall be granted a 15-minute coffee break. In the event that such overtime is extended into the 12th hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the 12th hour.

Section 6. An employee shall be granted a fifteen (15) minute coffee break each morning and afternoon as scheduled by the supervisor.

Section 7. At the employee's discretion, he/she may be allowed compensatory time off for all hours worked in excess of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) in any one work week. These compensatory time hours are earned at the rate of one and one-half (1-½) hours for each additional hour worked up to an annual maximum of one hundred twelve and one-half (112-½) hours per fiscal year. Time off under this provision is subject to prior approval of the appropriate department head. Upon death, retirement or resignation, the employee shall be paid for any unused hours.

The accumulated unused compensatory time for all employees shall be computed by the City as of the pay period ending date for the first bi-weekly pay day in June and paid to the employee by June 30th. Compensatory time earned after that pay period until June 30th shall be carried from one fiscal year into the next. However, employees may elect to carry into the next fiscal year up to three (3) days (22.5 hours for 37.5 hour employees and 24 hours for 40 hour employees) of accumulated compensatory time.

Section 8. All full-time employees who are required to work the Saturday following two consecutive holidays (i.e., after Thanksgiving) will receive pay at the rate of time and one-half (1-½) for all hours worked.

ARTICLE 25

Extended Service Pay

Full-time employees will receive an annual bonus based upon their years of service,

payable July of each year. These payments will be based upon the following schedule:

Years of Service completed as July 1

5 years	\$1,333
10 years	\$1,533
15 years	\$1,800
20 years	\$2,067
25 years	\$2,133

Employees retiring, new in the Bargaining Unit, or absent for any reason shall be eligible for a prorated portion of the reduced extended service pay based on the number of months worked. Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 shall receive one-half the amount of the reduced extended service pay.

ARTICLE 26

Vacation

All full-time employees shall be entitled to vacation time with pay under the following schedules:

- A. Employees who have completed one (1) year continuous service shall be granted ten (10) work days vacation upon completion of each year without loss of pay.
- B. Employees who have completed five (5) years to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
- C. Employees who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
- D. Employees who have completed twelve (12) to nineteen (19) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- E. Employees who have completed twenty (20) to twenty-four (24) years of continuous service shall be granted twenty-two (22) work days vacation upon completion of each year without loss of pay.
- F. Employees who have completed twenty five (25) years of continuous service shall

be granted twenty five (25) work days vacation upon completion of each year without loss of pay.

- G. After new employees have finished the probationary period, they shall be entered on the vacation list and shall earn (accrue) vacation from the day they commenced their employment.
- H. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- I. Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.
- J. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed and have the option of being paid for up to seven (7) days of unused vacation days in excess of 30 at 100%. Vacations will be based on anniversary date for each employee. For example:

An employee who was hired on September 1, 2005 had the thirty (30) day maximum accumulation. On September 1, 2011, this employee would be credited an additional fifteen (15) days vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the fifteen (15) days. Vacation earned during one (1) year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual, except in cases of emergency if approved in writing by the City Manager.
- K. In case of retirement, resignation in good standing, or death of an employee, the employee or employee's estate will be paid for all accumulated vacation days, plus a pro rata share of vacation by month during year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month, if separation occurs after the 15th of any month.
- L. Vacation shall be year around and can be taken in one (1) hour increments with prior approval of the employee's supervisor. In case of illness, employees can use vacation time, if needed, after all sick time and benefits are exhausted.
- M. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1, each employee shall indicate on a yearly calendar his/her vacation

request no later than March 1. Employees have the right, however, to revise their preference as late as April 15 of each vacation year. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority.

ARTICLE 27

Sick Leave and Personal Time

- A. All full time regular employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment.
- B. Employees off sick may be required to bring in a doctor's slip if the City Manager or designate requests it. The Employer may require an examination of the employee, following an illness or injury by a doctor of Employer's choice on City time and City expense.
- C. At the end of the first bi-weekly pay period ending in June each year, employees will have three (3) days (if available) converted to personal time from their sick leave bank to be used in the following fiscal year. After the aforementioned conversion, employees have the option of having all hours in excess of seven (7) days in their sick bank (a) converted to personal time; or (b) compensated on the basis of fifty (50%) of employee's regular hourly rate. In addition to these conversion options, all employees who have completed their probationary period shall be entitled to one (1) personal business day per year. If the personal time is not used by the end of the first bi-weekly pay period in June of the next year, the employee will receive compensation computed on the basis of fifty percent (50%) of their regular hourly rate.

In the event of retirement or death, unused personal time shall be compensated at 100 percent (100%) of the regular hourly rate. In the event of resignation in good standing, unused personal time shall be compensated at 50 percent (50%) of the regular hourly rate.

The use of "personal time" is subject to approval in advance by the designated department head, but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of one (1) hour or more.

- D. Accumulated sick leave may be used in the following manner:
 - 1. Acute personal illness or incapacity over which the employee has no reasonable control.

2. Absence from work because of exposure to a contagious disease which according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. If reported before the start of shift, sick leave shall be available for use by employees in units of four (4) hours or more. If taken after the start of shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour. For doctor and dental appointments, employees may utilize sick leave in one (1) hour increments based upon the following criteria:
 - a. Employees must request the leave in advance indicating on the request for leave, the doctor's name and address.
 - b. Employees will be required to provide the Employer with a receipt from the doctor.
- E. Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.
- F. An employee absent for more than one month, with the exception of paid leave, will earn a sick leave day for the first month only.
- G. No employee can draw more than their regular scheduled hours of work per week for sick leave during a weekly period.
- H. The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.
- I. Upon the employee's death, retirement, or resignation in good standing, the City will pay fifty (50%) percent of the accumulated unused sick leave.

ARTICLE 28

Injury or Illness

A. Injury or Illness Arising Out of And in The Course of Employment:

1. For the loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to one (1) week, five (5) work days, without drawing on his/her sick leave accumulation for

any one injury or illness.

An employee who continues on Worker's Compensation may be paid the difference between his/her regular wages and payment under the provisions of the Worker's Compensation Act. At the employee's option, the difference between the regular wages and Worker's Compensation will be offset by a reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation weekly rate.

In no case shall an employee be compensated by a combination of Worker's Compensation and pro rated sick leave which will exceed the standard weekly income.

2. If sick leave accumulation is not available for the waiting period for the disability insurance (short term seven (7) days) other available leave may be approved for utilization in the sole discretion of the City Manager. During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide hospitalization, optical, and, dental coverage, and life insurance, at no cost to the employee. Sick leave will be earned only during the first month per Article 23 of this Agreement.

If an employee is unable to return to work after twelve (12) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and personal time will be compensated at one hundred (100%) percent.

If the employee's Worker's Compensation is contested, the benefits will not be operative until the claim is settled and is found to be in favor of the employee. However, during this period, the disability insurance would be available based upon the terms and conditions of the policy.

3. An employee who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.
4. Employee, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the

doctor of his ability to return to work.

B. Injury or Illness Outside the Scope of Employment:

The Employer will provide for all full time employees disability coverage as outlined per the attached Appendix "B" or equivalent comparable coverage.

1. Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period of seven (7) days. If sick leave accumulation is not available for the seven (7) days waiting period (due to a non-duty related injury), other available leave may be approved for utilization at the sole discretion of the City Manager. An injured or ill employee may utilize accumulated vacation, sick, and personal time in lieu of, and not as a supplement to, short-term disability benefits; provided, however, that the date of disability is not changed by the use of these banks in lieu of short-term disability benefits.

During the first six (6) months of a non-duty connected disability, the Employer will continue to provide hospitalization, optical and dental coverage and life insurance. Sick leave and vacation leave will be earned only during the first month of a non-duty connected disability.

2. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option they will be allowed to continue benefit coverage under COBRA.
3. The City will continue a non-duty disabled employee's health coverage, when they have filed a disputed Worker's Compensation claim, for a maximum of 12 months or until the disputed claim is decided. Should the injury be determined to be not work related, then the employee shall pay the cost for those excess months of coverage back to the City over an equal amount of time that the coverage was provided.
4. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and personal time will be compensated at one hundred (100%) percent.
5. An employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

C. Subrogation:

Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his/her dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his/her dependents or personal representative may not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his/her death, his/her known dependents or personal representative or his/her known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his/her insurance carrier or the employee or his/her personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereof against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed

upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

ARTICLE 29

Holidays and Furlough Days

- A. All full-time employees will be eligible to receive holiday pay under the following regulations.

Paid holidays are designated as:

4 th of July (observed)	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve (observed)
Christmas Day	December 31 st
New Year's Day	Martin Luther King, Jr. Day
Good Friday	Memorial Day

- B.. The employee must work or be on a paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.
- C. Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
- D. Full-time Animal Control Officers who are scheduled to work the holiday or day of the observed holiday shall be provided a day off immediately subsequent to the holiday so they may have the same amount of days off in a row realized by other classifications in this bargaining unit. On those occasions that there are two consecutive holidays on the Animal Control Officers two scheduled leave days, the employee shall take the following two days off.
- E. No Union employee shall be required to work on Labor Day, except in case of emergency.
- F. Holidays recognized by Item A of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of his supervisor.

- G. The Sterling Heights Public Library shall be closed on Mother's Day.
- H. Employees shall participate in scheduled unpaid furlough and unpaid holidays. Scheduled furlough and holidays may not be cancelled or rescheduled except with the approval of the City Manager. If this occurs, the employee shall schedule a different day off in the same or next workweek in which the furlough or holiday occurs.

Unpaid Furlough Days. Employees shall take unpaid furlough days in accordance with the following schedule:

Fiscal Year 2016 / 2017
Friday before Labor Day

Fiscal Year 2017 / 2018
No unpaid furlough days

Unpaid Holidays. Employees shall take unpaid holidays in accordance with the following schedule:

Fiscal Year 2016 / 2017
4th of July observed

Fiscal Year 2017 / 2018
No unpaid holidays

The foregoing furlough and holidays shall not impact an employee's ability to earn overtime regardless of the day of the week worked. Furlough days shall accrue sick leave and vacation time and will not affect employee holiday pay or benefits. Employees' pension contributions will continue to be based on pensionable employee earnings. Service time, medical, dental, vision, and any other insured benefits coverage shall not be impacted by the furloughs. Furloughs will not count as a break in seniority and shall not impact seniority, extended service pay, step placement, and probationary periods. Additionally, employees may not substitute paid leave, such as sick leave or vacation time, for unpaid furlough hours.

An employee called in to work on an unpaid furlough day or unpaid holiday will not be required to make up the unpaid furlough day or unpaid holiday.

During Fiscal Year 2016 / 2017 only, employees may opt to receive compensation on the unpaid furlough day (Friday before Labor Day) and unpaid holiday (4th of July observed) by using a vacation day (seven and one-half (7-1/2) hours or eight (8) hours for forty hour positions) earned in accordance with Article 26, if available.

ARTICLE 30

Other Leaves

- A. Jury Duty. Any employee required to serve on jury duty or duly subpoenaed for a hearing scheduled by the State of Michigan Employment Relations Commission will suffer no loss of pay. Such employees will be paid the difference between jury pay and his regular pay.
- B. Funeral Leave. With the death of a spouse, child or stepchild, dependent member of employee's family living in the same household, father, mother, father-in-law, or mother-in-law, a regular full time employee on request will be excused and receive payment for up to five (5) work days during the period commencing with the date of death and ending with the second consecutive work day after the funeral provided the employee attends the funeral. When death occurs in the remainder of the immediate family, i.e., stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, or grandchildren, payment will be authorized for up to three (3) working days. If the funeral for the above is to be held more than 250 miles from the metropolitan Detroit area, leave will be granted for up to five (5) days. One day of paid leave will be granted to attend the funeral of the following members of an employee's family: aunt, uncle, niece, and nephew.

Employees will be granted one additional day off to attend a memorial service if not held immediately following death in accordance with the time off provisions listed above. In order to be approved, employees must submit written documentation from the funeral home/church of the date the event is held.

ARTICLE 31

Salary and Wages

The pay ranges and steps in Appendix A will apply to classifications as indicated effective July 1, 2016 to June 30, 2019, including full-time and part-time employees hired during the term of this Agreement.

The pay ranges and steps listed in Appendix A reflect a 1.0% increase effective July 1, 2016, a 1.5% increase effective July 1, 2017, and a 1.5% increase effective July 1, 2018.

For eligible employees, advancements to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from the last regular step raise until the top step is reached. New or newly promoted employees will normally start at the first step shown in the range or at the first step that provides an increase and progress. The City

Manager reserves the right to start a new employee at any wage step or move an employee's pay higher, but no more than the maximum at any time.

ARTICLE 32

Medical Benefits

- A. The basic medical and hospitalization coverage for all employees of the City as of July, 1, 2013 shall be Blue Cross/Blue Shield Community Blue 4 modified. Appendix B titled "Community Blue PPO Benefits-at-a-Glance Plan 4 modified" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums. Employee will pay ten percent (10%) of the health insurance premium using the BCBS illustrated rate and prescription drug illustrative rates and not adjusted by the City.

Prescription drug coverage will be provided to employees receiving medical and hospitalization coverage. Prescription drug insurance will carry \$15/\$30/\$50 co-pays with mandatory generic drug usage and step therapy. Administration of the prescription drug coverage will be performed by a Pharmacy Benefit Manager (PBM) selected by the City. The City reserves the right to change the PBM with 90 days' written notice.

The maximum City cost for the medical and prescription illustrative rates is the Hard Cap from Public Act 152. Employee would pay any premium costs in excess of the Hard Cap.

The City will reimburse employees for the cost of childhood immunizations (to age 16). To obtain reimbursement, all immunizations must be performed at the Macomb County Health Department and employees must present original receipts.

The City has the right to offer cost saving health coverage options on a voluntary basis to the Union during the life of this contract.

- B. Health Insurance Allowance. The Employer has a program to coordinate and to eliminate overlapping health care coverage. Full-time employees and employees retiring during the term of this agreement who choose not to join an Employer-sponsored health care plan and whose spouse or parent has coverage provided, shall be paid Three Thousand (\$3,000.00) Dollars each year for every year that the spouse or parent has coverage. The annual allowance amount will be prorated and paid monthly for every month that the employee is eligible. Payments will be made annually, in December, to each retiree who has not been on any Employer-sponsored health care program, except that payments will be prorated monthly to meet the dates the retiree first participates and/or ends participation in this program.

Employees and retirees shall be required to show proof that a spouse or parent has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the Three Thousand (\$3,000.00) Dollars health insurance allowance.

- C. Re-Enrollment Protection. Employees or retirees whose spouse's or parents' health care plans cease to cover the employee and their dependents, must re-enroll in an Employer-sponsored Health Care Plan. In such cases, the employee shall be allowed to enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carrier's implementation.
- D. The City shall provide at no cost to the employee the Blue Cross/Blue Shield Dental Program as provided in Appendix "C" or comparable coverage. See Appendix C for coverage description and limits.
- E. Life Insurance with Accidental Death and Dismemberment will be carried for each full time employee on paid status by the Employer at no cost to the employee. Coverage will be computed on the basis of two (2) times annual salary.
- F. At no cost to the employee, the Employer will provide disability coverage to full time employees as outlined per the attached Appendix B. The terms and conditions of the insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.
- G. The City will provide an optical plan to the employee and his or her dependents, which includes an annual eye examination and lenses and frames (or equivalent) on a bi-annual basis. Coverage limits include \$5.00 co-pay for an eye examination and a combined \$10.00 co-pay for lenses and frames. Contact lenses are covered to a maximum of \$105.00.

ARTICLE 33

Retirement and Pension

- A. For employees hired prior to July 1, 1998, a Defined Benefit Pension Plan will be provided under the terms of the City Charter and Article II of Chapter 41 of the Sterling Heights Code of Ordinances. For the purpose of this Article, the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement and who immediately upon leaving the Sterling Heights employment receives retirement benefits from a duly established City of Sterling Heights Retirement System. Employees who retire as a result of a duty-connected disability are likewise included.

- B. For service earned prior to July 1, 2013, the factor used to determine an employee's pension shall be 2.3 percent (2.3%) times the number of years of service, times the Final Average Compensation. The factor shall be 2.15 percent (2.15%) times the number of years of service earned on and after July 1, 2013 times Final Average Compensation.

Final Average Compensation shall be based on the best three (3) years of the last ten (10) years. All taxable income earned shall be used in computing employee contribution, excluding allowances and reimbursements, and Final Average Compensation, and shall include income paid into any deferred compensation plan.

Pension shall be vested after ten (10) years' service. The employees' contribution shall be eight (8%) percent of earnings.

A retiree who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of his/her life, should the retiree predecease said beneficiary, may on a one time basis revert to one hundred (100%) percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employees Retirement System actuaries.

Effective July 1, 2008, the requirements to qualify for a defined benefit service retirement for employees in this bargaining unit shall be years of service plus age totaling seventy-five (75) or more. This requirement shall supersede all retirement qualification language in the City Charter and Pension Ordinance, except those dealing with duty and non-duty death, deferred, or disability retirements.

Defined Contribution Plan. All new employees of the City hired after July 1, 1998 who become members of this bargaining unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the Sterling Heights Code of Ordinances. Such defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City of Sterling Heights Charter or Article II of Chapter 41 of the Sterling Heights Code of Ordinances. The City contribution shall be 4% of base salary. The employee, upon hire, may elect to contribute between 6% and 15% of gross pay as the employee's contribution to the defined contribution plan. This shall be an irrevocable election for the duration of an employee's employment by the City. If an election is not made, the employee's contribution shall the minimum of 5% of gross pay. Employee is vested after five (5) years.

- C. In the event of an employee's death, who has ten (10) or more years of service, survivor pension benefits will be provided to the deceased employee's spouse in accordance with Section 41-34 of the City's Pension and Retirement Ordinance amended to reduce the credited years of service requirement for a death in service pension from 20 years to 10 years with a survivor pension of no less than 60%.
- D. Defined Contribution Plan. All new employees of the City hired after July 1, 1998 who become members of this bargaining unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the Sterling Heights Code of Ordinances. Such defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City of Sterling Heights Charter or Article II of Chapter 41 of the Sterling Heights Code of Ordinances. The City contribution shall be 4% of base salary. The employee may select one of the following amounts as the employee's contribution of gross pay to the defined contribution plan: 6%, 7%, 8%, 9%, 10%, 11%, 12%. If a selection is not made prior to July 1, 2013, the employee's contribution shall be 5% of gross pay. This shall be an irrevocable selection through the end of the term of this Agreement Employee is vested after five (5) years.

Part-time employees who are converted to full-time employment shall have their years of part-time service counted on an hourly basis – each 1,950 hour period shall count as one completed year of service for purposes of defined contribution vesting and retiree health care eligibility.

- E. Employees hired by the City after July 1, 2013 are not eligible for medical, hospitalization, and prescription coverage ("retiree medical benefits") upon retirement. An employee hired by the City prior to July 1, 2013 shall receive retiree medical benefits under the following terms and conditions:

Employer will provide the eligible retired employee and spouse (not dependents) retiree medical benefits. The requirements to qualify for retiree medical benefits for employees in this bargaining unit hired prior to July 1, 2008 shall be years of service plus age totaling seventy-five (75) or more. However, these employees will have the option of retiring and receiving retiree medical benefits at age 60 with ten (10) years of credited service. Retiree health care eligibility for new employees between July 1, 2008 and June 30, 2013 who become members of this bargaining unit shall be completion of thirty (30) years credited service at any age or any combination of age plus service totals 80. The spouse of a deceased retiree shall continue to receive retiree medical benefits so long as the surviving spouse continues to receive a pension and does not remarry.

Upon retirement, retiree medical benefits for the eligible employee and spouse only will be determined as follows:

- (1) The retiree medical benefits for an eligible employee retiring after July 1, 2013 will be equal to the medical, hospitalization, and prescription coverages provided at the time of retirement; provided, however, the retiree medical benefits are subject to any amendments to such coverages as negotiated by the bargaining unit as part of future collective bargaining agreements. The retiree will pay the same premiums, deductibles, and co-pays as active employees. Retiree medical benefits can be amended under this provision only twice in retirement by means of changes negotiated by the bargaining unit in the next two successive collective bargaining agreements. In the event the bargaining unit agrees to no medical, hospitalization, and prescription coverages for current members, the retiree's retiree medical benefits will continue with the coverages applicable at the time the change to no medical benefits for current employees takes effect;
- (2) Employees hired between July 1, 2003 and June 30, 2008 as new employees of the City and who become members of the bargaining unit must pay 25% of the monthly retiree health care coverage premium upon retirement.
- (3) Employees hired between July 1, 2008 and June 30, 2013 as new employees of the City and who become members of the bargaining unit must pay 60% of the monthly retiree health care coverage premium upon retirement.
- (4) In the event a retired employee obtains employment from an employer who provides hospitalization and medical insurance, they shall not be covered by the City's hospitalization insurance for the duration of said employment. Upon reaching age 65 or eligibility for MEDICARE, the retired employee and/or spouse must apply and pay for any costs related to MEDICARE coverage. The City will provide complimentary coverage with riders to provide a continuation of benefit level.

At no cost to the City and subject to insurability and dependent coverage is available, a retiree may, for a period of five years from the date of retirement, purchase health insurance for a dependent child up to age 26. This option is not available if the insured no longer qualifies as a dependent. It is agreed and understood that the City is under no obligation to procure coverage for dependents under this section.

- F. Post Employment Health Plan (PEHP). For employees hired between July 1, 2003 and June 30, 2013, the Employer will contribute \$1,100 on an annual basis (prorated with each biweekly pay) to the PEHP established to allow employees to accumulate assets to pay for medical expenses in retirement on a tax-free basis. For employees hired after July 1, 2013, the City's PEHP contribution will be \$1,000 annually.
- G. Members of this Unit who retire after July 1, 1993 shall be provided Twenty Thousand

(\$20,000) Dollars worth of term life insurance until age 70. The premium for this policy shall be paid by the City.

- H. The City shall pick up the employee contributions required employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employee contributions from funds established and available in the Employees Deferred Pension Contribution Account, which funds would otherwise have been designated as employee contributions and paid to the Retirement Fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision.

The effective date of this provision shall be the first day of the first pay period beginning at least 15 days after the City has received notification from the Internal Revenue Service that pursuant to Section 414(h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

With respect to the Plan Amendment and the "pick up" of employee pension contributions set forth in the paragraph above, it is expressly understood and agreed as follows:

1. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
2. The actual current and future gross salary of the employees will not be affected by the plan amendment.
3. Employee contributions will be withheld from the actual gross salary and paid to the plan as has been the practice in the past.
4. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
5. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the Pension Plan.
6. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan

amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

7. The plan amendment is being accomplished by local agreement rather than a change in State law.
- I. Military Service Credit. Effective July 1, 2013 and thereafter, a member shall be given service credit for not more than three (3) years active military service to the United States Government who is employed subsequent to this military service, upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to purchase, up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or locally publicly supported retirement system. Purchase for this time may be accomplished in increments of no less than one year at a time or fraction of a year if there is less than a year to purchase left. Members who bought back more than three years of military service under prior collective bargaining agreements do not forfeit previously purchased years of service.
- J. Annuity Withdrawal. Members of the Bargaining Unit shall have available to them, in addition to the retirement options for the Defined Benefit Pension Plan already in place, an annuity withdrawal option as follows:
 1. Definition - The annuity withdrawal is the option that allows members to withdraw their retirement contribution (with interest) at retirement and thereby forfeit the portion of their retirement allowance, which was financed by their contributions.
 2. A member who elects this option must make written application to the General Employees Retirement System Pension Board no later than thirty (30) days prior to the effective date of their retirement.
 3. The Pension Board shall issue the member's retirement. The thirty (30) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
 4. The parties agree that the Merrill Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. The option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have the annual pension reduced accordingly as determined by the Pension Board Actuaries.

5. Employee contributions for prior municipal and military service buybacks are not included in an annuity withdrawal.
6. Duty disabled retirees shall be allowed the option to take their annuity withdrawal under this Section at the time of their duty disability retirement rather than at the time of conversion to a regular retirement.

ARTICLE 34

Educational Assistance

Section 1. This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training.

Section 2. The following provisions are established to govern the administration of the City's Educational Assistance Program.

- A. Application for Educational Assistance may be made by any full time permanent employee who has completed his/her designated probationary period.
- B. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which they are eligible, or received for the same course and reimbursement in accordance with this Article.
- C. Application will be approved by the department head and Human Resources Director only for courses related to the employee's present job or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
- D. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five (75%) percent reimbursement for tuition, lab fees, and required textbooks to a maximum of \$2,000/year for undergraduate classes and \$3,000 for graduate classes based upon courses completed with a "C"

numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing." There shall be a One Hundred (\$100) Dollars limitation per fiscal year for non-credit courses.

If an employee terminates within one year of completing course work, the employee must reimburse the City for any education aid the employee received in that one year period prior to termination.

- F. Employees must submit official school transcript showing a final grade received. The employee shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Management Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
- H. Expenses such as student fees, parking, mileage, shall not be part of the Educational Assistance Program.
- I. The applicants, under this program shall attend classes on their own time and without compensation from the City.

ARTICLE 35

Hearing Aide Reimbursement

The City will provide a maximum reimbursement of Two Hundred and Fifty Dollars (\$250) to all employees in the bargaining unit for hearing evaluations and prescription hearing aid devices. In order to be reimbursed, the employee must submit appropriate receipts.

ARTICLE 36

Part-Time Employment

The City has the right to hire part-time employees on the following terms and conditions:

- A. The City may hire part-time employees, provided that the ratio of full-time to part-time employees is not less than sixty (60) to forty (40) percent; provided, however, that if a dedicated millage for Parks and Recreation improvements

and operations is approved by Sterling Heights voters, the ratio of full-time to part-time employees employed in classifications budgeted within the Parks and Recreation Department shall be not less than fifty (50) to fifty (50) percent. Full-time employees employed in classifications budgeted within the Parks and Recreation Department shall be included for purposes of calculating both of the ratios provided herein. Part-time employees employed in classifications budgeted within the Parks and Recreation Department shall not be included for purposes of calculating the 60 - 40 percent ratio of full-time to part-time employees.

- B. Part-time employees may work up to but not in excess of 1,500 hours per fiscal year. Part-time employees will work a variable schedule including evening and weekend hours; provided, however, that a minimum work shift for part-time employees will be three hours. A part-time employee required to return to work after the completion of a scheduled shift will be compensated for not less than two (2) hours of work. Overtime (time and one-half) will be paid for hours worked in excess of 40 hours in a week.
- C. Part-time employees hired after July 1, 2012 will be paid eighty percent (80%) of the hourly rate at each step of the corresponding full-time position as listed in the attached Appendix A.
- D. Part-time employees will be represented by the Union pursuant to Article 1 of this Agreement. For the first six months of part-time employment, the part-time employee shall be considered probationary and not entitled to Union representation.
- E. A part-time employee shall accrue 3.125 hours of "Paid Time Off" (PTO) for each full-month of part-time employment with the City from the hire date until June 30th. A part-time employee hired prior to the 15th day of a month shall be deemed to have worked the full month. Thereafter, annually on July 1st, part-time employees will be credited with thirty-seven and one-half (37.5) hours of PTO. Part-time employees may use PTO only in full-one hour increments as sick, vacation, or personal paid time off, provided the use is approved by the part-time employee's supervisor. PTO does not accrue and is lost if not utilized by June 30th annually; provided, however, that a part-time employee who is hired in a full-time position shall be allowed to rollover unused PTO hours to supplement those available under Section 40. There is no pay-out of unused PTO in the event a part-time employee ceases to be employed.
- F. A City retiree who is a participant in the general employee defined benefit retirement system may be re-employed by the City in a part-time position

under the terms and conditions of this Article for a maximum of two-years. The City retiree is subject to the requirements of the City's normal hiring procedure and this part-time employment is subject to the limitation set forth in Section A of this Article. The above section E would apply to a rehired retiree.

- G. Part-time employees are eligible to compete for filling a job vacancy in the same manner as full-time employees in accordance with the terms and conditions of Article 21 of this Agreement.
- H. Except as provided under Article 20, §9 of this Agreement, part-time employees, including those hired pursuant to Section F of this Article, are not entitled to any of the employment and/or post-employment wages or benefits provided to full-time employees pursuant to this Agreement. The part-time employment of a City retiree hired pursuant Section F of this Article will not increase pension benefits and will not count as pension credited service. Bargaining unit seniority for a City retiree hired pursuant to Section F of this Article will be calculated from the date of reemployment as a part-time employee.

ARTICLE 37

New Full-Time Hires Paid Time Off

In lieu of the Vacation Leave, Sick Leave and Personal Time benefits provided under Articles 26 and 27 of this agreement, full-time employees hired after July 1, 2016, including part-time employees who are hired as full-time employees after this date, shall be allotted paid time off (PTO) annually on their anniversary date in accordance with the following schedule:

		<u>37.5 hr./wk.</u>	<u>40 hr./wk.</u>
On date of hire	8 days	60 hours	64 hours
After 1 year of continuous service	18 days	135 hours	144 hours
After 5 years of continuous service	23 days	172.5 hours	184 hours
After 10 years of continuous service	26 days	195 hours	208 hours
After 20 years of continuous service	28 days	210 hours	224 hours

Full-time Employees may carry-over not more than seven (7) days (=52.5 hours for 37.5 hours/week or =56 hours for 40 hours/week) of PTO into a new service year. Any unused PTO in excess of the seven (7) days being carried over is lost at year-end. Unused PTO is lost in the case of a full-time employee's retirement, resignation, or death.

The use of PTO is subject to approval in advance by the employer but may be requested for

use for any reason by the full-time employee. PTO shall be available for use by the full-time employee in one (1) hour or more increments, if approved.

ARTICLE 38

Termination of Agreement

Section 1. THIS AGREEMENT shall be in full force and effect from July 1, 2016 up to and including June 30, 2019, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

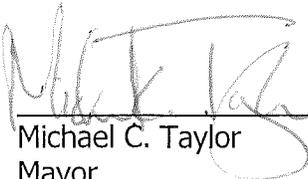
Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2019, or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

CITY OF STERLING HEIGHTS

MICHIGAN ASSOCIATION OF PUBLIC
EMPLOYEES (MAPE) PROFESSIONAL AND
TECHNICAL EMPLOYEES



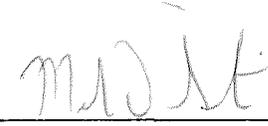
Michael C. Taylor
Mayor



Joseph O'Connor
Labor Relations Specialist



Mark Carufel
City Clerk



Mark DiSanto, Chairperson

City of Sterling Heights/MAPE Professional & Technical Employees Union
July 1, 2016 - June 30, 2019



Robert Sergott, Steward



Jason Groth, Recording Secretary

Dated:

7-5-16

Dated:

7-8-16

**FULL-TIME EMPLOYEES
(Hired Before July 1, 2013)
Effective July 1, 2016
1%**

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	39,488	40,481	41,481	42,533	43,587	44,134
hrly	20.2505	20.7595	21.2726	21.8120	22.3523	22.6331
bi-wk	1,518.79	1,556.97	1,595.45	1,635.90	1,676.42	1,697.48
ANIMAL CONTROL OFFICER	A	B	C	D	E	F
ANNUAL	43,805	44,904	46,018	47,181	48,352	49,694
hrly	21.0605	21.5888	22.1241	22.6836	23.2462	23.8916
bi-wk	1,684.84	1,727.10	1,769.92	1,814.69	1,859.69	1,911.32
BROADCAST PRODUCTION SPECIALIST	A	B	C	D	E	F
ANNUAL	44,361	45,469	46,610	47,774	48,969	49,584
hrly	22.7492	23.3179	23.9027	24.4996	25.1126	25.4278
bi-wk	1,706.19	1,748.84	1,792.70	1,837.47	1,883.45	1,907.08
NEIGHBORHOOD LIAISON SPECIALIST	A	B	C	D	E	F
ANNUAL	57,854	59,299	60,784	63,514	63,861	65,945
hrly	29.6688	30.4101	31.1716	32.5715	32.7493	33.8178
bi-wk	2,225.16	2,280.76	2,337.87	2,442.86	2,456.19	2,536.34
POLICE LAB TECHNICIAN	A	B	C	D	E	F
ANNUAL	45,179	46,303	47,463	48,644	49,862	50,488
hrly	21.7211	22.2614	22.8189	23.3866	23.9724	24.2733
bi-wk	1,737.68	1,780.91	1,825.51	1,870.92	1,917.79	1,941.87
	G					
ANNUAL	52,759					
hrly	25.3651					
bi-wk	2,029.21					
RECREATION SPECIALIST	A	B	C	D	E	F
ANNUAL	46,712	47,880	49,087	50,306	51,553	52,208
hrly	23.9552	24.5541	25.1732	25.7984	26.4378	26.7731
bi-wk	1,796.64	1,841.56	1,887.99	1,934.88	1,982.83	2,007.98
CITIZEN SERVICES SPECIALIST	A	B	C	D	E	F
SR NEIGHBORHOOD LIAISON SPECIALIST						
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	48,995	50,216	51,468	52,762	54,084	54,760
hrly	25.1258	25.7520	26.3943	27.0579	27.7356	28.0820
bi-wk	1,884.43	1,931.40	1,979.57	2,029.34	2,080.17	2,106.15
COMMUNICATIONS SPECIALIST	A	B	C	D	E	F
SR BROADCAST PRODUCTION SPECIALIST						
NEIGHBORHOOD SPECIALIST						
ANNUAL	48,995	50,216	51,468	52,762	54,084	55,034
hrly	25.1258	25.7520	26.3943	27.0579	27.7356	28.2224
bi-wk	1,884.43	1,931.40	1,979.57	2,029.34	2,080.17	2,116.68
MANAGEMENT SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	49,974	51,222	52,498	53,816	55,163	55,855
hrly	25.6277	26.2681	26.9226	27.5983	28.2891	28.6436
bi-wk	1,922.08	1,970.11	2,019.19	2,069.87	2,121.68	2,148.27
COMM RELATIONS SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	49,974	51,222	52,498	53,816	55,163	55,855
hrly	25.6277	26.2681	26.9226	27.5983	28.2891	28.6436
bi-wk	1,922.08	1,970.11	2,019.19	2,069.87	2,121.68	2,148.27
	G					
ANNUAL	56,972					
hrly	29.2165					
bi-wk	2,191.23					
BROADCAST PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	53,613	54,958	56,331	57,743	59,185	60,521
hrly	27.4942	28.1841	28.8880	29.6122	30.3515	31.0363
bi-wk	2,062.07	2,113.80	2,166.60	2,220.91	2,276.36	2,327.72
BROADCAST SERVICES COORDINATOR	A	B	C	D	E	F
ANNUAL	63,112	64,690	66,307	67,965	69,665	71,407
hrly	32.3656	33.1747	34.0039	34.8543	35.7260	36.6190
bi-wk	2,427.42	2,488.10	2,550.29	2,614.07	2,679.45	2,746.42

FULL-TIME EMPLOYEES
(Hired Before July 1, 2013)
Effective July 1, 2016

1%

POSITION	A	B	C	D	E	F
PURCHASING SPECIALIST						
ANNUAL	56,191	57,592	59,037	60,512	62,029	62,805
hrly	28.8163	29.5344	30.2758	31.0323	31.8100	32.2079
bi-wk	2,161.22	2,215.08	2,270.68	2,327.42	2,385.75	2,415.59
LIBRARIAN	A	B	C	D	E	F
ANNUAL	56,118	57,521	58,949	60,434	61,938	63,030
hrly	28.7789	29.4981	30.2303	30.9919	31.7635	32.3230
bi-wk	2,158.42	2,212.35	2,267.27	2,324.39	2,382.26	2,424.23
BUILDING MAINTENANCE COORDINATOR	A	B	C	D	E	F
ANNUAL	56,841	58,263	59,721	61,206	62,738	63,522
hrly	29.1496	29.8788	30.6262	31.3878	32.1736	32.5755
bi-wk	2,186.22	2,240.91	2,296.97	2,354.08	2,413.02	2,443.16
LIBRARY PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	57,170	58,600	60,055	61,558	63,106	65,173
hrly	29.3183	30.0515	30.7979	31.5686	32.3624	33.4219
bi-wk	2,198.87	2,253.87	2,309.84	2,367.64	2,427.18	2,506.64
RECREATION SUPERVISOR	A	B	C	D	E	F
PUBLIC RELATIONS & PROGRAMS COORD						
INFO TECHNOLOGY SPECIALIST						
ANNUAL	58,448	59,908	61,407	62,947	64,512	65,970
hrly	29.9738	30.7222	31.4908	32.2806	33.0836	33.8310
bi-wk	2,248.03	2,304.16	2,361.81	2,421.05	2,481.27	2,537.32
ACCOUNTANT	A	B	C	D	E	F
ANNUAL	60,061	61,562	63,096	64,676	66,299	67,467
hrly	30.8010	31.5706	32.3574	33.1674	33.9996	34.5986
bi-wk	2,310.07	2,367.79	2,426.80	2,487.55	2,549.97	2,594.89
BUDGET MANAGEMENT COORDINATOR	A	B	C	D	E	F
PAYROLL ACCOUNTANT						
ANNUAL	62,081	63,582	65,116	66,696	68,318	69,487
hrly	31.8368	32.6064	33.3932	34.2033	35.0351	35.6344
bi-wk	2,387.76	2,445.48	2,504.49	2,565.24	2,627.63	2,672.58
LIBRARY SERVICE AREA COORDINATOR	A	B	C	D	E	F
ANNUAL	60,061	61,562	63,096	64,676	66,299	68,135
hrly	30.8010	31.5706	32.3574	33.1674	33.9996	34.9410
bi-wk	2,310.07	2,367.79	2,426.80	2,487.55	2,549.97	2,620.57
PLANNING COORDINATOR	A	B	C	D	E	F
COMMUNITY SERVICES COORDINATOR						
HUD COORDINATOR						
SENIOR SYSTEMS ANALYST						
ANNUAL	61,399	62,933	64,507	66,114	67,776	68,625
hrly	31.4868	32.2735	33.0805	33.9047	34.7571	35.1924
bi-wk	2,361.51	2,420.52	2,481.04	2,542.85	2,606.78	2,639.43
PENSION ADMIN./U.B. ACCOUNTANT	A	B	C	D	E	F
ANNUAL	65,611	67,252	68,934	70,657	72,424	74,234
hrly	33.6471	34.4885	35.3510	36.2348	37.1407	38.0689
bi-wk	2,523.54	2,586.64	2,651.33	2,717.61	2,785.55	2,855.17

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2016
1%

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	35,538	36,432	37,332	38,280	39,228	39,720
hrly	18.2251	18.6834	19.1449	19.6308	20.1171	20.3694
bi-wk	1,366.88	1,401.26	1,435.87	1,472.31	1,508.78	1,527.70
	G	H	I	J	K	
ANNUAL	40,713	41,731	42,774	43,844	44,134	
hrly	20.8785	21.4006	21.9356	22.4842	22.6331	
bi-wk	1,565.89	1,605.05	1,645.17	1,686.31	1,697.48	
ANIMAL CONTROL OFFICER	A	B	C	D	E	F
ANNUAL	39,425	40,414	41,416	42,463	43,516	44,724
hrly	18.9545	19.4299	19.9116	20.4151	20.9216	21.5023
bi-wk	1,516.36	1,554.39	1,592.93	1,633.21	1,673.73	1,720.19
	G	H	I	J	K	
ANNUAL	45,842	46,989	48,163	49,367	49,694	
hrly	22.0399	22.5910	23.1557	23.7345	23.8916	
bi-wk	1,763.19	1,807.28	1,852.46	1,898.76	1,911.32	
BROADCAST PRODUCTION SPECIALIST	A	B	C	D	E	F
ANNUAL	39,924	40,922	41,948	42,997	44,072	44,626
hrly	20.4740	20.9857	21.5120	22.0496	22.6012	22.8850
bi-wk	1,535.55	1,573.93	1,613.40	1,653.72	1,695.09	1,716.38
	G	H	I	J	K	
ANNUAL	45,741	46,885	48,057	49,259	49,584	
hrly	23.4569	24.0437	24.6445	25.2609	25.4278	
bi-wk	1,759.26	1,803.28	1,848.34	1,894.57	1,907.08	
NEIGHBORHOOD LIAISON SPECIALIST	A	B	C	D	E	F
ANNUAL	52,069	53,369	54,706	57,163	57,474	59,350
hrly	26.7018	27.3689	28.0542	29.3143	29.4739	30.4357
bi-wk	2,002.64	2,052.67	2,104.06	2,198.58	2,210.54	2,282.68
	G	H	I	J	K	
ANNUAL	60,833	62,354	63,913	65,511	65,945	
hrly	31.1966	31.9766	32.7758	33.5952	33.8178	
bi-wk	2,339.74	2,398.25	2,458.18	2,519.64	2,536.34	
POLICE LAB TECHNICIAN	A	B	C	D	E	F
ANNUAL	40,662	41,674	42,717	43,779	44,875	45,439
hrly	19.5488	20.0354	20.5370	21.0478	21.5747	21.8456
bi-wk	1,563.91	1,602.83	1,642.96	1,683.83	1,725.97	1,747.65
	G	H	I	J	K	L
ANNUAL	47,483	48,671	49,887	51,134	52,413	52,759
hrly	22.8284	23.3995	23.9841	24.5838	25.1985	25.3651
bi-wk	1,826.27	1,871.96	1,918.73	1,966.70	2,015.88	2,029.21
RECREATION SPECIALIST	A	B	C	D	E	F
ANNUAL	42,041	43,092	44,178	45,275	46,398	46,986
hrly	21.5596	22.0983	22.6556	23.2181	23.7940	24.0955
bi-wk	1,616.97	1,657.37	1,699.17	1,741.36	1,784.55	1,807.16
	G	H	I	J	K	
ANNUAL	48,161	49,365	50,599	51,864	52,208	
hrly	24.6979	25.3153	25.9482	26.5967	26.7731	
bi-wk	1,852.34	1,898.64	1,946.11	1,994.75	2,007.98	
CITIZEN SERVICES SPECIALIST	A	B	C	D	E	F
SR NEIGHBORHOOD LIAISON SPECIALIST						
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	43,823	45,194	46,322	47,486	48,675	49,283
hrly	22.4733	23.1767	23.7547	24.3519	24.9615	25.2733
bi-wk	1,685.50	1,738.25	1,781.60	1,826.39	1,872.11	1,895.50
	G	H	I	J	K	
ANNUAL	50,515	51,779	53,072	54,400	54,760	
hrly	25.9052	26.5532	27.2167	27.8972	28.0820	
bi-wk	1,942.89	1,991.49	2,041.25	2,092.29	2,106.15	

**FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2016
1%**

POSITION	A	B	C	D	E	F
COMMUNICATIONS SPECIALIST						
SR BROADCAST PRODUCTION SPECIALIST						
NEIGHBORHOOD SPECIALIST						
ANNUAL	44,096	45,194	46,322	47,486	48,675	49,529
hrly	22.6131	23.1767	23.7547	24.3519	24.9615	25.3997
bi-wk	1,695.98	1,738.25	1,781.60	1,826.39	1,872.11	1,904.98
	G	H	I	J	K	
ANNUAL	50,768	52,037	53,338	54,671	55,034	
hrly	26.0347	26.6858	27.3529	28.0366	28.2224	
bi-wk	1,952.60	2,001.43	2,051.47	2,102.74	2,116.68	
MANAGEMENT SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	44,976	46,100	47,249	48,435	49,647	50,270
hrly	23.0648	23.6413	24.2302	24.8382	25.4598	25.7793
bi-wk	1,729.86	1,773.09	1,817.26	1,862.87	1,909.48	1,933.45
	G	H	I	J	K	
ANNUAL	51,526	52,815	54,135	55,488	55,855	
hrly	26.4237	27.0846	27.7615	28.4556	28.6436	
bi-wk	1,981.78	2,031.34	2,082.12	2,134.17	2,148.27	
COMM RELATIONS SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	44,976	46,100	47,249	48,435	49,647	50,270
hrly	23.0648	23.6413	24.2302	24.8382	25.4598	25.7793
bi-wk	1,729.86	1,773.09	1,817.26	1,862.87	1,909.48	1,933.45
	G	H	I	J	K	L
ANNUAL	51,526	52,815	54,135	55,488	56,875	56,972
hrly	26.4237	27.0846	27.7615	28.4556	29.1667	29.2165
bi-wk	1,981.78	2,031.34	2,082.12	2,134.17	2,187.50	2,191.23
BROADCAST PROGRAMMING SPECIALIST	A	B	C	D	E	F
DIGITAL CONTENT COORDINATOR						
ANNUAL	48,252	49,463	50,698	51,970	53,266	54,468
hrly	24.7445	25.3655	25.9990	26.6511	27.3161	27.9325
bi-wk	1,855.84	1,902.41	1,949.92	1,998.83	2,048.71	2,094.93
	G	H	I	J	K	
ANNUAL	55,830	57,226	58,657	60,122	60,521	
hrly	28.6307	29.3465	30.0804	30.8319	31.0363	
bi-wk	2,147.30	2,200.98	2,256.03	2,312.40	2,327.72	
BROADCAST SERVICES COORDINATOR	A	B	C	D	E	F
ANNUAL	56,801	58,221	59,677	61,170	62,699	64,266
hrly	29.1289	29.8572	30.6035	31.3690	32.1532	32.9571
bi-wk	2,184.67	2,239.29	2,295.26	2,352.68	2,411.49	2,471.78
	G	H	I	J	K	
ANNUAL	65,873	67,520	69,208	70,938	71,407	
hrly	33.7811	34.6254	35.4914	36.3786	36.6190	
bi-wk	2,533.59	2,596.90	2,661.86	2,728.40	2,746.42	
PURCHASING SPECIALIST	A	B	C	D	E	F
ANNUAL	50,573	51,832	53,134	54,461	55,827	56,525
hrly	25.9347	26.5806	27.2482	27.9288	28.6291	28.9870
bi-wk	1,945.10	1,993.55	2,043.62	2,094.66	2,147.18	2,174.03
	G	H	I	J	K	
ANNUAL	57,938	59,386	60,871	62,393	62,805	
hrly	29.7116	30.4543	31.2157	31.9963	32.2079	
bi-wk	2,228.37	2,284.08	2,341.18	2,399.72	2,415.59	
LIBRARIAN	A	B	C	D	E	F
ANNUAL	50,507	51,769	53,054	54,391	55,745	56,727
hrly	25.9011	26.5480	27.2073	27.8926	28.5871	29.0906
bi-wk	1,942.58	1,991.10	2,040.55	2,091.94	2,144.04	2,181.79
	G	H	I	J	K	
ANNUAL	58,145	59,598	61,088	62,615	63,030	
hrly	29.8178	30.5631	31.3271	32.1102	32.3230	
bi-wk	2,236.33	2,292.23	2,349.53	2,408.27	2,424.23	

**FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2016**

1%

POSITION	A	B	C	D	E	F
BUILDING MAINTENANCE COORDINATOR						
ANNUAL	51,157	52,436	53,748	55,085	56,464	57,170
hrly	26.2341	26.8903	27.5632	28.2489	28.9559	29.3180
bi-wk	1,967.56	2,016.78	2,067.24	2,118.67	2,171.69	2,198.85
	G	H	I	J	K	
ANNUAL	58,599	60,064	61,566	63,105	63,522	
hrly	30.0509	30.8019	31.5721	32.3614	32.5755	
bi-wk	2,253.82	2,310.14	2,367.91	2,427.11	2,443.16	
LIBRARY PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	51,453	52,740	54,050	55,403	56,795	58,655
hrly	26.3864	27.0462	27.7180	28.4116	29.1258	30.0794
bi-wk	1,978.98	2,028.47	2,078.85	2,130.87	2,184.44	2,255.95
	G	H	I	J	K	
ANNUAL	60,121	61,624	63,165	64,744	65,173	
hrly	30.8314	31.6021	32.3925	33.2021	33.4219	
bi-wk	2,312.36	2,370.16	2,429.44	2,490.16	2,506.64	
RECREATION SUPERVISOR	A	B	C	D	E	F
PUBLIC RELATIONS & PROGRAMS COORD						
INFO TECHNOLOGY SPECIALIST						
ANNUAL	52,604	53,918	55,266	56,652	58,062	59,373
hrly	26.9763	27.6502	28.3416	29.0523	29.7753	30.4476
bi-wk	2,023.22	2,073.76	2,125.62	2,178.92	2,233.15	2,283.57
	G	H	I	J	K	
ANNUAL	60,858	62,379	63,938	65,537	65,970	
hrly	31.2090	31.9890	32.7887	33.6087	33.8310	
bi-wk	2,340.68	2,399.18	2,459.16	2,520.65	2,537.32	
ACCOUNTANT	A	B	C	D	E	F
ANNUAL	54,055	55,407	56,787	58,208	59,396	60,720
hrly	27.7206	28.4136	29.1217	29.8504	30.4595	31.1386
bi-wk	2,079.05	2,131.02	2,184.13	2,238.78	2,284.46	2,335.39
	G	H	I	J	K	
ANNUAL	62,238	63,795	65,389	67,024	67,467	
hrly	31.9170	32.7152	33.5330	34.3711	34.5986	
bi-wk	2,393.78	2,453.64	2,514.98	2,577.83	2,594.89	
BUDGET MANAGEMENT COORDINATOR	A	B	C	D	E	F
PAYROLL ACCOUNTANT						
ANNUAL	55,873	57,225	58,605	60,026	61,214	62,538
hrly	28.6529	29.3459	30.0540	30.7827	31.3918	32.0709
bi-wk	2,148.97	2,200.95	2,254.05	2,308.70	2,354.39	2,405.32
	G	H	I	J	K	
ANNUAL	64,102	65,705	67,347	69,030	69,487	
hrly	32.8727	33.6946	34.5368	35.4002	35.6344	
bi-wk	2,465.45	2,527.10	2,590.26	2,655.02	2,672.58	
LIBRARY SERVICE AREA COORDINATOR	A	B	C	D	E	F
ANNUAL	54,055	55,407	56,787	58,208	59,578	61,321
hrly	27.7206	28.4136	29.1217	29.8504	30.5528	31.4467
bi-wk	2,079.05	2,131.02	2,184.13	2,238.78	2,291.46	2,358.51
	G	H	I	J	K	
ANNUAL	62,854	64,426	66,036	67,687	68,135	
hrly	32.2330	33.0389	33.8645	34.7114	34.9410	
bi-wk	2,417.47	2,477.92	2,539.84	2,603.35	2,620.57	

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2016

1%

POSITION	A	B	C	D	E	F
PLANNING COORDINATOR						
COMMUNITY SERVICES COORDINATOR						
HUD COORDINATOR						
SENIOR SYSTEMS ANALYST						
ANNUAL	55,259	56,640	58,056	59,502	60,999	61,763
hrly	28.3380	29.0460	29.7722	30.5139	31.2815	31.6731
bi-wk	2,125.35	2,178.45	2,232.92	2,288.54	2,346.11	2,375.48
	G	H	I	J	K	
ANNUAL	63,306	64,888	66,511	68,174	68,625	
hrly	32.4645	33.2761	34.1080	34.9610	35.1924	
bi-wk	2,434.84	2,495.71	2,558.10	2,622.08	2,639.43	
PENSION ADMIN./U.B. ACCOUNTANT	A	B	C	D	E	F
ANNUAL	59,051	60,526	62,040	63,592	65,181	66,812
hrly	30.2824	31.0391	31.8155	32.6111	33.4263	34.2623
bi-wk	2,271.18	2,327.93	2,386.16	2,445.83	2,506.98	2,569.67
	G	H	I	J	K	
ANNUAL	68,482	70,194	71,948	73,747	74,234	
hrly	35.1190	35.9969	36.8966	37.8191	38.0689	
bi-wk	2,633.92	2,699.77	2,767.24	2,836.43	2,855.17	

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(Hired Prior to July 1, 2012)
Effective July 1, 2016
1%**

POSITION	A	B	C	D	E	F
VIDEO PRODUCTION TECHNICIAN - Part-Time	12.9290	14.3652	15.8015	15.9600	16.0398	20.4747
LIBRARIAN - Part-Time	25.9722	26.6246	27.2882	27.9720	28.6709	29.1739
ACCOUNTANT - Part-Time	27.7205	28.4135	29.1216	29.8507	30.5997	31.1387

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(Hired On or After July 1, 2012)
80% of Full-time Rate
Effective July 1, 2016
1%**

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN	16.2004	16.6076	17.0181	17.4496	17.8818	18.1065
ANIMAL CONTROL OFFICER	16.8484	17.2710	17.6992	18.1469	18.5969	19.1132
BROADCAST PRODUCTION SPECIALIST	18.1994	18.6543	19.1221	19.5997	20.0901	20.3422
NEIGHBORHOOD LIAISON SPECIALIST	23.7350	24.3281	24.9373	26.0572	26.1994	27.0543
POLICE LAB TECHNICIAN	17.3768	17.8091	18.2551	18.7092	19.1779	19.4187
	20.2921					
RECREATION SPECIALIST	19.1641	19.6433	20.1386	20.6387	21.1502	21.4185
CITIZEN SERVICES SPECIALIST SR NEIGHBORHOOD LIAISON SPECIALIST COMMUNITY RELATIONS SPECIALIST	20.1006	20.6016	21.1155	21.6463	22.1885	22.4656
COMMUNICATIONS SPECIALIST SR BROADCAST PRODUCTION SPECIALIST NEIGHBORHOOD SPECIALIST	20.1006	20.6016	21.1155	21.6463	22.1885	22.5779
MANAGEMENT SERVICES SPECIALIST	20.5022	21.0145	21.5380	22.0786	22.6313	22.9149
COMM RELATIONS SERVICES SPECIALIST	20.5022	21.0145	21.5380	22.0786	22.6313	22.9149
	23.3732					
BROADCAST PROGRAMMING SPECIALIST	21.9954	22.5472	23.1104	23.6898	24.2812	24.8290
BROADCAST SERVICES COORDINATOR	25.8924	26.5397	27.2031	27.8834	28.5808	29.2952
PURCHASING SPECIALIST	23.0530	23.6275	24.2206	24.8258	25.4480	25.7663
LIBRARIAN	23.0232	23.5984	24.1842	24.7935	25.4108	25.8584
BUILDING MAINTENANCE COORDINATOR	23.3197	23.9031	24.5010	25.1102	25.7388	26.0604
LIBRARY PROGRAMMING SPECIALIST	23.4546	24.0412	24.6383	25.2548	25.8899	26.7375
RECREATION SUPERVISOR PUBLIC RELATIONS & PROGRAMS COORD INFO TECHNOLOGY SPECIALIST	23.9790	24.5777	25.1926	25.8245	26.4668	27.0648
ACCOUNTANT	24.6408	25.2565	25.8859	26.5339	27.1997	27.6788
BUDGET MANAGEMENT COORDINATOR PAYROLL ACCOUNTANT	25.4694	26.0851	26.7146	27.3626	28.0281	28.5075
LIBRARY SERVICE AREA COORDINATOR	24.6408	25.2565	25.8859	26.5339	27.1997	27.9528
DIGITAL CONTENT COORDINATOR	19.7956	20.2922	20.7990	21.3208	21.8530	22.3460
	22.9046	23.4772	24.0642	24.6657	24.8288	
PLANNING COORDINATOR COMMUNITY SERVICES COORDINATOR HUD COORDINATOR SENIOR SYSTEMS ANALYST	25.1894	25.8188	26.4644	27.1238	27.8057	28.1540
PENSION ADMIN./U.B. ACCOUNTANT	26.9177	27.5908	28.2808	28.9878	29.7126	30.4551

**FULL-TIME EMPLOYEES
(Hired Before July 1, 2013)
Effective July 1, 2017
1.5%**

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	40,080	41,088	42,103	43,171	44,240	44,796
hrly	20.5543	21.0709	21.5917	22.1391	22.6876	22.9726
bi-wk	1,541.57	1,580.32	1,619.38	1,660.44	1,701.57	1,722.94
ANIMAL CONTROL OFFICER	A	B	C	D	E	F
ANNUAL	44,462	45,578	46,708	47,889	49,077	50,439
hrly	21.3764	21.9126	22.4559	23.0238	23.5949	24.2499
bi-wk	1,710.11	1,753.01	1,796.47	1,841.91	1,887.59	1,939.99
BROADCAST PRODUCTION SPECIALIST	A	B	C	D	E	F
ANNUAL	45,026	46,151	47,309	48,490	49,704	50,328
hrly	23.0905	23.6676	24.2612	24.8671	25.4893	25.8092
bi-wk	1,731.79	1,775.07	1,819.59	1,865.03	1,911.70	1,935.69
NEIGHBORHOOD LIAISON SPECIALIST	A	B	C	D	E	F
ANNUAL	58,721	60,189	61,696	64,467	64,818	66,934
hrly	30.1138	30.8662	31.6392	33.0601	33.2405	34.3251
bi-wk	2,258.53	2,314.97	2,372.94	2,479.50	2,493.04	2,574.38
POLICE LAB TECHNICIAN	A	B	C	D	E	F
ANNUAL	45,857	46,998	48,175	49,373	50,610	51,245
hrly	22.0469	22.5953	23.1612	23.7373	24.3319	24.6374
bi-wk	1,763.75	1,807.63	1,852.90	1,898.99	1,946.55	1,970.99
	G					
ANNUAL	53,551					
hrly	25.7456					
bi-wk	2,059.65					
RECREATION SPECIALIST	A	B	C	D	E	F
ANNUAL	47,413	48,598	49,824	51,061	52,326	52,991
hrly	24.3145	24.9224	25.5508	26.1854	26.8343	27.1747
bi-wk	1,823.59	1,869.18	1,916.31	1,963.91	2,012.57	2,038.10
CITIZEN SERVICES SPECIALIST	A	B	C	D	E	F
SR NEIGHBORHOOD LIAISON SPECIALIST						
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	49,730	50,969	52,240	53,554	54,895	55,581
hrly	25.5027	26.1382	26.7902	27.4638	28.1516	28.5033
bi-wk	1,912.70	1,960.37	2,009.27	2,059.78	2,111.37	2,137.75
COMMUNICATIONS SPECIALIST	A	B	C	D	E	F
SR BROADCAST PRODUCTION SPECIALIST						
NEIGHBORHOOD SPECIALIST						
ANNUAL	49,730	50,969	52,240	53,554	54,895	55,859
hrly	25.5027	26.1382	26.7902	27.4638	28.1516	28.6458
bi-wk	1,912.70	1,960.37	2,009.27	2,059.78	2,111.37	2,148.43
MANAGEMENT SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	50,723	51,991	53,286	54,623	55,991	56,693
hrly	26.0122	26.6621	27.3264	28.0122	28.7134	29.0733
bi-wk	1,950.91	1,999.66	2,049.48	2,100.92	2,153.51	2,180.49
COMM RELATIONS SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	50,723	51,991	53,286	54,623	55,991	56,692
hrly	26.0122	26.6621	27.3264	28.0122	28.7134	29.0733
bi-wk	1,950.91	1,999.66	2,049.48	2,100.92	2,153.51	2,180.49
	G					
ANNUAL	57,827					
hrly	29.6547					
bi-wk	2,224.10					
BROADCAST PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	54,417	55,783	57,176	58,609	60,073	61,429
hrly	27.9066	28.6068	29.3213	30.0564	30.8068	31.5018
bi-wk	2,093.00	2,145.51	2,199.10	2,254.23	2,310.51	2,362.64
BROADCAST SERVICES COORDINATOR	A	B	C	D	E	F
ANNUAL	64,059	65,660	67,302	68,985	70,710	72,478
hrly	32.8510	33.6723	34.5139	35.3771	36.2619	37.1683
bi-wk	2,463.83	2,525.42	2,588.54	2,653.28	2,719.64	2,787.62

**FULL-TIME EMPLOYEES
(Hired Before July 1, 2013)
Effective July 1, 2017
1.5%**

POSITION	A	B	C	D	E	F
PURCHASING SPECIALIST						
ANNUAL	57,034	58,456	59,923	61,420	62,959	63,747
hrly	29.2486	29.9774	30.7299	31.4977	32.2871	32.6910
bi-wk	2,193.64	2,248.31	2,304.74	2,362.33	2,421.53	2,451.83
LIBRARIAN	A	B	C	D	E	F
ANNUAL	56,960	58,384	59,833	61,340	62,867	63,975
hrly	29.2106	29.9405	30.6838	31.4567	32.2399	32.8079
bi-wk	2,190.80	2,245.54	2,301.28	2,359.25	2,418.00	2,460.59
BUILDING MAINTENANCE COORDINATOR	A	B	C	D	E	F
ANNUAL	57,694	59,137	60,616	62,124	63,679	64,475
hrly	29.5869	30.3270	31.0856	31.8586	32.6562	33.0642
bi-wk	2,219.01	2,274.53	2,331.42	2,389.39	2,449.21	2,479.81
LIBRARY PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	58,028	59,479	60,956	62,482	64,053	66,150
hrly	29.7581	30.5023	31.2599	32.0421	32.8479	33.9232
bi-wk	2,231.85	2,287.67	2,344.49	2,403.16	2,463.59	2,544.24
RECREATION SUPERVISOR	A	B	C	D	E	F
PUBLIC RELATIONS & PROGRAMS COORD						
INFO TECHNOLOGY SPECIALIST						
ANNUAL	59,325	60,806	62,328	63,891	65,480	66,960
hrly	30.4234	31.1830	31.9632	32.7648	33.5798	34.3384
bi-wk	2,281.75	2,338.73	2,397.24	2,457.36	2,518.49	2,575.38
ACCOUNTANT	A	B	C	D	E	F
ANNUAL	60,962	62,486	64,043	65,646	67,293	68,479
hrly	31.2630	32.0441	32.8427	33.6649	34.5096	35.1175
bi-wk	2,344.72	2,403.31	2,463.20	2,524.87	2,588.22	2,633.82
BUDGET MANAGEMENT COORDINATOR	A	B	C	D	E	F
PAYROLL ACCOUNTANT						
ANNUAL	63,012	64,536	66,093	67,696	69,343	70,529
hrly	32.3143	33.0955	33.8941	34.7163	35.5606	36.1689
bi-wk	2,423.57	2,482.16	2,542.06	2,603.72	2,667.05	2,712.67
LIBRARY SERVICE AREA COORDINATOR	A	B	C	D	E	F
ANNUAL	60,962	62,486	64,043	65,646	67,293	69,157
hrly	31.2630	32.0441	32.8427	33.6649	34.5096	35.4651
bi-wk	2,344.72	2,403.31	2,463.20	2,524.87	2,588.22	2,659.88
PLANNING COORDINATOR	A	B	C	D	E	F
COMMUNITY SERVICES COORDINATOR						
HUD COORDINATOR						
SENIOR SYSTEMS ANALYST						
ANNUAL	62,320	63,877	65,474	67,105	68,793	69,655
hrly	31.9591	32.7576	33.5767	34.4133	35.2785	35.7203
bi-wk	2,396.93	2,456.82	2,518.26	2,580.99	2,645.89	2,679.02
PENSION ADMIN./U.B. ACCOUNTANT	A	B	C	D	E	F
ANNUAL	66,596	68,261	69,968	71,717	73,510	75,348
hrly	34.1518	35.0058	35.8813	36.7783	37.6978	38.6400
bi-wk	2,561.39	2,625.43	2,691.10	2,758.37	2,827.34	2,898.00

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2017
1.5%

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	36,071	36,979	37,892	38,854	39,816	40,316
hrly	18.4984	18.9637	19.4321	19.9252	20.4189	20.6749
bi-wk	1,387.38	1,422.28	1,457.41	1,494.39	1,531.42	1,550.62
	G	H	I	J	K	
ANNUAL	41,323	42,357	43,416	44,501	44,796	
hrly	21.1917	21.7216	22.2647	22.8214	22.9726	
bi-wk	1,589.38	1,629.12	1,669.85	1,711.61	1,722.94	
ANIMAL CONTROL OFFICER	A	B	C	D	E	F
ANNUAL	40,016	41,020	42,037	43,100	44,169	45,395
hrly	19.2388	19.7213	20.2102	20.7213	21.2354	21.8249
bi-wk	1,539.11	1,577.71	1,616.82	1,657.71	1,698.83	1,745.99
	G	H	I	J	K	
ANNUAL	46,530	47,694	48,886	50,108	50,439	
hrly	22.3704	22.9298	23.5030	24.0905	24.2499	
bi-wk	1,789.64	1,834.39	1,880.24	1,927.24	1,939.99	
BROADCAST PRODUCTION SPECIALIST	A	B	C	D	E	F
ANNUAL	40,523	41,536	42,578	43,642	44,733	45,295
hrly	20.7811	21.3005	21.8346	22.3803	22.9402	23.2283
bi-wk	1,558.58	1,597.54	1,637.60	1,678.53	1,720.52	1,742.12
	G	H	I	J	K	
ANNUAL	46,427	47,588	48,778	49,998	50,328	
hrly	23.8087	24.4044	25.0142	25.6398	25.8092	
bi-wk	1,785.65	1,830.33	1,876.06	1,922.98	1,935.69	
NEIGHBORHOOD LIAISON SPECIALIST	A	B	C	D	E	F
ANNUAL	52,850	54,170	55,526	58,020	58,336	60,240
hrly	27.1023	27.7795	28.4750	29.7541	29.9160	30.8922
bi-wk	2,032.68	2,083.46	2,135.62	2,231.55	2,243.70	2,316.92
	G	H	I	J	K	
ANNUAL	61,746	63,290	64,871	66,493	66,934	
hrly	31.6645	32.4562	33.2674	34.0991	34.3251	
bi-wk	2,374.84	2,434.22	2,495.06	2,557.43	2,574.38	
POLICE LAB TECHNICIAN	A	B	C	D	E	F
ANNUAL	41,272	42,299	43,358	44,436	45,548	46,120
hrly	19.8421	20.3359	20.8450	21.3635	21.8983	22.1733
bi-wk	1,587.37	1,626.87	1,667.60	1,709.08	1,751.86	1,773.86
	G	H	I	J	K	L
ANNUAL	48,195	49,401	50,635	51,901	53,199	53,551
hrly	23.1709	23.7505	24.3439	24.9525	25.5765	25.7456
bi-wk	1,853.67	1,900.04	1,947.51	1,996.20	2,046.12	2,059.65
RECREATION SPECIALIST	A	B	C	D	E	F
ANNUAL	42,672	43,738	44,841	45,954	47,094	47,691
hrly	21.8830	22.4298	22.9954	23.5664	24.1510	24.4569
bi-wk	1,641.23	1,682.23	1,724.66	1,767.48	1,811.32	1,834.27
	G	H	I	J	K	
ANNUAL	48,883	50,105	51,358	52,641	52,991	
hrly	25.0683	25.6950	26.3374	26.9956	27.1747	
bi-wk	1,880.13	1,927.12	1,975.31	2,024.67	2,038.10	
CITIZEN SERVICES SPECIALIST	A	B	C	D	E	F
SR NEIGHBORHOOD LIAISON SPECIALIST						
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	44,480	45,872	47,016	48,198	49,405	50,022
hrly	22.8104	23.5243	24.1110	24.7172	25.3359	25.6524
bi-wk	1,710.78	1,764.32	1,808.33	1,853.79	1,900.19	1,923.93
	G	H	I	J	K	
ANNUAL	51,273	52,555	53,869	55,216	55,581	
hrly	26.2938	26.9515	27.6249	28.3157	28.5033	
bi-wk	1,972.03	2,021.36	2,071.87	2,123.68	2,137.75	

**FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2017
1.5%**

POSITION	A	B	C	D	E	F
COMMUNICATIONS SPECIALIST						
SR BROADCAST PRODUCTION SPECIALIST						
NEIGHBORHOOD SPECIALIST						
ANNUAL	44,757	45,872	47,016	48,198	49,405	50,272
hrly	22.9523	23.5243	24.1110	24.7172	25.3359	25.7807
bi-wk	1,721.42	1,764.32	1,808.33	1,853.79	1,900.19	1,933.55
	G	H	I	J	K	
ANNUAL	51,529	52,818	54,138	55,491	55,859	
hrly	26.4252	27.0860	27.7632	28.4571	28.6458	
bi-wk	1,981.89	2,031.45	2,082.24	2,134.28	2,148.43	
MANAGEMENT SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	45,651	46,792	47,958	49,161	50,391	51,024
hrly	23.4107	23.9959	24.5936	25.2108	25.8417	26.1660
bi-wk	1,755.81	1,799.69	1,844.52	1,890.81	1,938.12	1,962.45
	G	H	I	J	K	
ANNUAL	52,299	53,607	54,947	56,321	56,693	
hrly	26.8200	27.4908	28.1780	28.8824	29.0733	
bi-wk	2,011.50	2,061.81	2,113.35	2,166.18	2,180.49	
COMM RELATIONS SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	45,651	46,792	47,958	49,161	50,391	51,024
hrly	23.4107	23.9959	24.5936	25.2108	25.8417	26.1660
bi-wk	1,755.81	1,799.69	1,844.52	1,890.81	1,938.12	1,962.45
	G	H	I	J	K	L
ANNUAL	52,299	53,607	54,947	56,321	57,728	57,827
hrly	26.8200	27.4908	28.1780	28.8824	29.6042	29.6547
bi-wk	2,011.50	2,061.81	2,113.35	2,166.18	2,220.32	2,224.10
BROADCAST PROGRAMMING SPECIALIST	A	B	C	D	E	F
DIGITAL CONTENT COORDINATOR						
ANNUAL	48,976	50,205	51,458	52,749	54,065	55,285
hrly	25.1156	25.7460	26.3889	27.0508	27.7258	28.3514
bi-wk	1,883.67	1,930.95	1,979.17	2,028.81	2,079.44	2,126.36
	G	H	I	J	K	
ANNUAL	56,667	58,084	59,537	61,024	61,429	
hrly	29.0601	29.7867	30.5316	31.2944	31.5018	
bi-wk	2,179.51	2,234.00	2,289.87	2,347.08	2,362.64	
BROADCAST SERVICES COORDINATOR	A	B	C	D	E	F
ANNUAL	57,653	59,095	60,572	62,087	63,639	65,230
hrly	29.5659	30.3050	31.0626	31.8396	32.6355	33.4514
bi-wk	2,217.44	2,272.88	2,329.69	2,387.97	2,447.66	2,508.86
	G	H	I	J	K	
ANNUAL	66,861	68,532	70,246	72,002	72,478	
hrly	34.2879	35.1448	36.0238	36.9243	37.1683	
bi-wk	2,571.59	2,635.86	2,701.78	2,769.32	2,787.62	
PURCHASING SPECIALIST	A	B	C	D	E	F
ANNUAL	51,331	52,610	53,931	55,278	56,664	57,373
hrly	26.3237	26.9793	27.6570	28.3478	29.0585	29.4218
bi-wk	1,974.28	2,023.45	2,074.27	2,126.08	2,179.39	2,206.64
	G	H	I	J	K	
ANNUAL	58,807	60,277	61,784	63,329	63,747	
hrly	30.1573	30.9112	31.6840	32.4762	32.6910	
bi-wk	2,261.80	2,318.34	2,376.30	2,435.72	2,451.83	
LIBRARIAN	A	B	C	D	E	F
ANNUAL	51,265	52,545	53,850	55,206	56,581	57,578
hrly	26.2896	26.9462	27.6154	28.3110	29.0160	29.5269
bi-wk	1,971.72	2,020.96	2,071.16	2,123.32	2,176.20	2,214.52
	G	H	I	J	K	
ANNUAL	59,017	60,492	62,004	63,554	63,975	
hrly	30.2651	31.0216	31.7970	32.5919	32.8079	
bi-wk	2,269.88	2,326.62	2,384.77	2,444.39	2,460.59	

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2017
1.5%

POSITION	A	B	C	D	E	F
BUILDING MAINTENANCE COORDINATOR						
ANNUAL	51,924	53,223	54,554	55,912	57,311	58,028
hrly	26.6276	27.2937	27.9766	28.6727	29.3903	29.7577
bi-wk	1,997.07	2,047.03	2,098.25	2,150.45	2,204.27	2,231.83
	G	H	I	J	K	
ANNUAL	59,478	60,965	62,489	64,051	64,475	
hrly	30.5016	31.2639	32.0457	32.8469	33.0642	
bi-wk	2,287.62	2,344.79	2,403.42	2,463.51	2,479.81	
LIBRARY PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	52,225	53,531	54,861	56,234	57,647	59,535
hrly	26.7822	27.4519	28.1338	28.8377	29.5627	30.5305
bi-wk	2,008.66	2,058.90	2,110.03	2,162.83	2,217.20	2,289.79
	G	H	I	J	K	
ANNUAL	61,023	62,549	64,113	65,715	66,150	
hrly	31.2939	32.0762	32.8784	33.7001	33.9232	
bi-wk	2,347.04	2,405.71	2,465.88	2,527.51	2,544.24	
RECREATION SUPERVISOR	A	B	C	D	E	F
PUBLIC RELATIONS & PROGRAMS COORD						
INFO TECHNOLOGY SPECIALIST						
ANNUAL	53,393	54,727	56,095	57,502	58,933	60,263
hrly	27.3810	28.0649	28.7668	29.4880	30.2219	30.9043
bi-wk	2,053.57	2,104.87	2,157.51	2,211.60	2,266.65	2,317.82
	G	H	I	J	K	
ANNUAL	61,770	63,314	64,897	66,520	66,960	
hrly	31.6771	32.4689	33.2806	34.1128	34.3384	
bi-wk	2,375.79	2,435.16	2,496.04	2,558.46	2,575.38	
ACCOUNTANT	A	B	C	D	E	F
ANNUAL	54,866	56,238	57,639	59,081	60,287	61,631
hrly	28.1364	28.8398	29.5585	30.2982	30.9164	31.6056
bi-wk	2,110.23	2,162.99	2,216.89	2,272.36	2,318.73	2,370.42
	G	H	I	J	K	
ANNUAL	63,172	64,752	66,370	68,029	68,479	
hrly	32.3958	33.2059	34.0360	34.8866	35.1175	
bi-wk	2,429.68	2,490.44	2,552.70	2,616.50	2,633.82	
BUDGET MANAGEMENT COORDINATOR	A	B	C	D	E	F
PAYROLL ACCOUNTANT						
ANNUAL	56,711	58,083	59,484	60,927	62,132	63,476
hrly	29.0827	29.7861	30.5048	31.2445	31.8627	32.5519
bi-wk	2,181.20	2,233.96	2,287.86	2,343.34	2,389.70	2,441.39
	G	H	I	J	K	
ANNUAL	65,063	66,690	68,357	70,066	70,529	
hrly	33.3657	34.2001	35.0549	35.9312	36.1689	
bi-wk	2,502.43	2,565.00	2,629.12	2,694.84	2,712.67	
LIBRARY SERVICE AREA COORDINATOR						
ANNUAL	54,866	56,238	57,639	59,081	60,472	62,241
hrly	28.1364	28.8398	29.5585	30.2982	31.0111	31.9184
bi-wk	2,110.23	2,162.99	2,216.89	2,272.36	2,325.83	2,393.88
	G	H	I	J	K	
ANNUAL	63,797	65,392	67,026	68,702	69,157	
hrly	32.7165	33.5345	34.3725	35.2320	35.4651	
bi-wk	2,453.74	2,515.09	2,577.94	2,642.40	2,659.88	

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2017
1.5%

POSITION	A	B	C	D	E	F
PLANNING COORDINATOR						
COMMUNITY SERVICES COORDINATOR						
HUD COORDINATOR						
SENIOR SYSTEMS ANALYST						
ANNUAL	56,088	57,489	58,927	60,395	61,914	62,689
hrly	28.7631	29.4817	30.2188	30.9716	31.7507	32.1482
bi-wk	2,157.23	2,211.13	2,266.41	2,322.87	2,381.31	2,411.11
	G	H	I	J	K	
ANNUAL	64,255	65,862	67,508	69,197	69,655	
hrly	32.9515	33.7753	34.6196	35.4854	35.7203	
bi-wk	2,471.36	2,533.15	2,596.47	2,661.41	2,679.02	
PENSION ADMIN./U.B. ACCOUNTANT	A	B	C	D	E	F
ANNUAL	59,936	61,434	62,971	64,545	66,159	67,814
hrly	30.7366	31.5047	32.2928	33.1003	33.9277	34.7762
bi-wk	2,305.25	2,362.85	2,421.96	2,482.52	2,544.58	2,608.22
	G	H	I	J	K	
ANNUAL	69,509	71,247	73,028	74,853	75,348	
hrly	35.6458	36.5369	37.4500	38.3863	38.6400	
bi-wk	2,673.43	2,740.27	2,808.75	2,878.98	2,898.00	

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(Hired Prior to July 1, 2012)
Effective July 1, 2017
1.5%**

POSITION	A	B	C	D	E	F
VIDEO PRODUCTION TECHNICIAN - Part-Time	13.1229	14.5807	16.0385	16.1994	16.2804	20.7818
LIBRARIAN - Part-Time	26.3617	27.0240	27.6975	28.3915	29.1009	29.6115
ACCOUNTANT - Part-Time	28.1363	28.8397	29.5585	30.2984	31.0587	31.6058

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(Hired On or After July 1, 2012)
80% of Full-time Rate
Effective July 1, 2017
1.5%**

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN	16.4434	16.8567	17.2734	17.7113	18.1501	18.3781
ANIMAL CONTROL OFFICER	17.1011	17.5301	17.9647	18.4191	18.8759	19.3999
BROADCAST PRODUCTION SPECIALIST	18.4724	18.9341	19.4090	19.8937	20.3915	20.6473
NEIGHBORHOOD LIAISON SPECIALIST	24.0910	24.6930	25.3114	26.4480	26.5924	27.4601
POLICE LAB TECHNICIAN	17.6375	18.0763	18.5290	18.9899	19.4655	19.7099
	20.5965					
RECREATION SPECIALIST	19.4516	19.9379	20.4407	20.9483	21.4675	21.7397
CITIZEN SERVICES SPECIALIST SR NEIGHBORHOOD LIAISON SPECIALIST COMMUNITY RELATIONS SPECIALIST	20.4021	20.9106	21.4322	21.9710	22.5213	22.8026
COMMUNICATIONS SPECIALIST SR BROADCAST PRODUCTION SPECIALIST NEIGHBORHOOD SPECIALIST	20.4021	20.9106	21.4322	21.9710	22.5213	22.9166
MANAGEMENT SERVICES SPECIALIST	20.8097	21.3297	21.8611	22.4098	22.9707	23.2586
COMM RELATIONS SERVICES SPECIALIST	20.8097	21.3297	21.8611	22.4098	22.9707	23.2586
	23.7238					
BROADCAST PROGRAMMING SPECIALIST	22.3253	22.8854	23.4571	24.0451	24.6454	25.2015
BROADCAST SERVICES COORDINATOR	26.2808	26.9378	27.6111	28.3017	29.0095	29.7346
PURCHASING SPECIALIST	23.3988	23.9819	24.5839	25.1982	25.8297	26.1528
LIBRARIAN	23.3685	23.9524	24.5470	25.1654	25.7920	26.2463
BUILDING MAINTENANCE COORDINATOR	23.6695	24.2616	24.8685	25.4869	26.1249	26.4513
LIBRARY PROGRAMMING SPECIALIST	23.8064	24.4019	25.0079	25.6337	26.2783	27.1386
RECREATION SUPERVISOR PUBLIC RELATIONS & PROGRAMS COORD INFO TECHNOLOGY SPECIALIST	24.3387	24.9464	25.5705	26.2119	26.8639	27.4707
ACCOUNTANT	25.0104	25.6353	26.2742	26.9319	27.6077	28.0940
BUDGET MANAGEMENT COORDINATOR PAYROLL ACCOUNTANT	25.8514	26.4764	27.1153	27.7730	28.4485	28.9351
LIBRARY SERVICE AREA COORDINATOR	25.0104	25.6353	26.2742	26.9319	27.6077	28.3721
DIGITAL CONTENT COORDINATOR	20.0925	20.5966	21.1110	21.6407	22.1808	22.6812
	23.2481	23.8293	24.4251	25.0357	25.2013	
PLANNING COORDINATOR COMMUNITY SERVICES COORDINATOR HUD COORDINATOR SENIOR SYSTEMS ANALYST	25.5672	26.2061	26.8614	27.5306	28.2228	28.5763
PENSION ADMIN./U.B. ACCOUNTANT	27.3215	28.0046	28.7050	29.4226	30.1583	30.9120

FULL-TIME EMPLOYEES
(Hired Before July 1, 2013)
Effective July 1, 2018
1.5%

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	40,682	41,704	42,735	43,818	44,904	45,468
hrly	20.8626	21.3870	21.9156	22.4712	23.0279	23.3172
bi-wk	1,564.69	1,604.02	1,643.67	1,685.34	1,727.09	1,748.79
ANIMAL CONTROL OFFICER	A	B	C	D	E	F
ANNUAL	45,129	46,261	47,408	48,607	49,813	51,196
hrly	21.6971	22.2413	22.7927	23.3692	23.9488	24.6137
bi-wk	1,735.77	1,779.30	1,823.42	1,869.54	1,915.90	1,969.09
BROADCAST PRODUCTION SPECIALIST	A	B	C	D	E	F
ANNUAL	45,701	46,844	48,018	49,218	50,449	51,083
hrly	23.4368	24.0227	24.6251	25.2401	25.8717	26.1963
bi-wk	1,757.76	1,801.70	1,846.88	1,893.01	1,940.38	1,964.72
NEIGHBORHOOD LIAISON SPECIALIST	A	B	C	D	E	F
ANNUAL	59,602	61,092	62,621	65,434	65,791	67,938
hrly	30.5655	31.3292	32.1138	33.5560	33.7391	34.8400
bi-wk	2,292.41	2,349.69	2,408.53	2,516.70	2,530.43	2,613.00
POLICE LAB TECHNICIAN	A	B	C	D	E	F
ANNUAL	46,545	47,703	48,897	50,114	51,369	52,014
hrly	22.3776	22.9343	23.5086	24.0934	24.6969	25.0070
bi-wk	1,790.21	1,834.74	1,880.69	1,927.47	1,975.75	2,000.56
	G					
ANNUAL	54,354					
hrly	26.1318					
bi-wk	2,090.54					
RECREATION SPECIALIST	A	B	C	D	E	F
ANNUAL	48,124	49,327	50,571	51,827	53,111	53,785
hrly	24.6792	25.2963	25.9341	26.5782	27.2368	27.5823
bi-wk	1,850.94	1,897.22	1,945.06	1,993.36	2,042.76	2,068.67
CITIZEN SERVICES SPECIALIST	A	B	C	D	E	F
SR NEIGHBORHOOD LIAISON SPECIALIST						
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	50,476	51,734	53,024	54,357	55,719	56,415
hrly	25.8852	26.5303	27.1921	27.8757	28.5739	28.9308
bi-wk	1,941.39	1,989.77	2,039.41	2,090.68	2,143.04	2,169.81
COMMUNICATIONS SPECIALIST	A	B	C	D	E	F
SR BROADCAST PRODUCTION SPECIALIST						
NEIGHBORHOOD SPECIALIST						
ANNUAL	50,476	51,734	53,024	54,357	55,719	56,697
hrly	25.8852	26.5303	27.1921	27.8757	28.5739	29.0755
bi-wk	1,941.39	1,989.77	2,039.41	2,090.68	2,143.04	2,180.66
MANAGEMENT SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	51,484	52,770	54,085	55,443	56,831	57,543
hrly	26.4023	27.0620	27.7363	28.4324	29.1441	29.5094
bi-wk	1,980.18	2,029.65	2,080.22	2,132.43	2,185.81	2,213.20
COMM RELATIONS SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	51,484	52,770	54,085	55,443	56,831	57,543
hrly	26.4023	27.0620	27.7363	28.4324	29.1441	29.5094
bi-wk	1,980.18	2,029.65	2,080.22	2,132.43	2,185.81	2,213.20
	G					
ANNUAL	58,694					
hrly	30.0995					
bi-wk	2,257.46					
BROADCAST PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	55,234	56,620	58,034	59,489	60,974	62,350
hrly	28.3252	29.0359	29.7612	30.5072	31.2689	31.9744
bi-wk	2,124.39	2,177.69	2,232.09	2,288.04	2,345.17	2,398.08
BROADCAST SERVICES COORDINATOR	A	B	C	D	E	F
ANNUAL	65,020	66,645	68,311	70,020	71,771	73,565
hrly	33.3438	34.1774	35.0316	35.9078	36.8058	37.7258
bi-wk	2,500.78	2,563.30	2,627.37	2,693.08	2,760.44	2,829.44

FULL-TIME EMPLOYEES
(Hired Before July 1, 2013)
Effective July 1, 2018
1.5%

POSITION	A	B	C	D	E	F
PURCHASING SPECIALIST						
ANNUAL	57,890	59,332	60,822	62,341	63,904	64,704
hrly	29.6873	30.4271	31.1908	31.9702	32.7714	33.1814
bi-wk	2,226.55	2,282.03	2,339.31	2,397.76	2,457.86	2,488.60
LIBRARIAN	A	B	C	D	E	F
ANNUAL	57,815	59,259	60,730	62,260	63,810	64,935
hrly	29.6488	30.3896	31.1440	31.9286	32.7235	33.3000
bi-wk	2,223.66	2,279.22	2,335.80	2,394.64	2,454.27	2,497.50
BUILDING MAINTENANCE COORDINATOR	A	B	C	D	E	F
ANNUAL	58,559	60,024	61,526	63,056	64,634	65,442
hrly	30.0307	30.7819	31.5519	32.3365	33.1460	33.5601
bi-wk	2,252.30	2,308.64	2,366.39	2,425.23	2,485.95	2,517.01
LIBRARY PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	58,898	60,371	61,871	63,419	65,014	67,143
hrly	30.2044	30.9598	31.7288	32.5227	33.3406	34.4321
bi-wk	2,265.33	2,321.99	2,379.66	2,439.20	2,500.54	2,582.41
RECREATION SUPERVISOR	A	B	C	D	E	F
PUBLIC RELATIONS & PROGRAMS COORD						
INFO TECHNOLOGY SPECIALIST						
ANNUAL	60,215	61,718	63,263	64,849	66,462	67,964
hrly	30.8797	31.6508	32.4426	33.2563	34.0835	34.8535
bi-wk	2,315.98	2,373.81	2,433.19	2,494.22	2,556.26	2,614.01
ACCOUNTANT	A	B	C	D	E	F
ANNUAL	61,877	63,423	65,003	66,631	68,303	69,506
hrly	31.7319	32.5248	33.3354	34.1699	35.0273	35.6443
bi-wk	2,379.89	2,439.36	2,500.15	2,562.74	2,627.05	2,673.32
BUDGET MANAGEMENT COORDINATOR	A	B	C	D	E	F
PAYROLL ACCOUNTANT						
ANNUAL	63,958	65,504	67,084	68,712	70,383	71,587
hrly	32.7990	33.5920	34.4025	35.2371	36.0940	36.7114
bi-wk	2,459.93	2,519.40	2,580.19	2,642.78	2,707.05	2,753.36
LIBRARY SERVICE AREA COORDINATOR	A	B	C	D	E	F
ANNUAL	61,877	63,423	65,003	66,631	68,303	70,194
hrly	31.7319	32.5248	33.3354	34.1699	35.0273	35.9970
bi-wk	2,379.89	2,439.36	2,500.15	2,562.74	2,627.05	2,699.78
PLANNING COORDINATOR	A	B	C	D	E	F
COMMUNITY SERVICES COORDINATOR						
HUD COORDINATOR						
SENIOR SYSTEMS ANALYST						
ANNUAL	63,254	64,835	66,456	68,112	69,824	70,699
hrly	32.4384	33.2490	34.0804	34.9295	35.8077	36.2561
bi-wk	2,432.88	2,493.68	2,556.03	2,619.71	2,685.57	2,719.21
PENSION ADMIN./U.B. ACCOUNTANT	A	B	C	D	E	F
ANNUAL	67,595	69,285	71,018	72,793	74,613	76,478
hrly	34.6641	35.5309	36.4195	37.3300	38.2633	39.2196
bi-wk	2,599.81	2,664.82	2,731.46	2,799.75	2,869.75	2,941.47

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2018
1.5%

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	36,613	37,533	38,461	39,437	40,414	40,920
hrly	18.7759	19.2482	19.7236	20.2241	20.7252	20.9850
bi-wk	1,408.19	1,443.61	1,479.27	1,516.81	1,554.39	1,573.88
	G	H	I	J	K	
ANNUAL	41,943	42,992	44,067	45,169	45,468	
hrly	21.5096	22.0474	22.5987	23.1637	23.3172	
bi-wk	1,613.22	1,653.56	1,694.90	1,737.28	1,748.79	
ANIMAL CONTROL OFFICER	A	B	C	D	E	F
ANNUAL	40,616	41,635	42,667	43,746	44,832	46,076
hrly	19.5274	20.0171	20.5134	21.0322	21.5539	22.1522
bi-wk	1,562.19	1,601.37	1,641.07	1,682.57	1,724.31	1,772.18
	G	H	I	J	K	
ANNUAL	47,228	48,409	49,619	50,859	51,196	
hrly	22.7060	23.2738	23.8556	24.4519	24.6137	
bi-wk	1,816.48	1,861.90	1,908.45	1,956.15	1,969.09	
BROADCAST PRODUCTION SPECIALIST	A	B	C	D	E	F
ANNUAL	41,131	42,159	43,216	44,296	45,404	45,975
hrly	21.0928	21.6200	22.1622	22.7160	23.2843	23.5767
bi-wk	1,581.96	1,621.50	1,662.16	1,703.70	1,746.32	1,768.26
	G	H	I	J	K	
ANNUAL	47,123	48,302	49,509	50,748	51,083	
hrly	24.1658	24.7704	25.3894	26.0244	26.1963	
bi-wk	1,812.44	1,857.78	1,904.20	1,951.83	1,964.72	
NEIGHBORHOOD LIAISON SPECIALIST	A	B	C	D	E	F
ANNUAL	53,642	54,983	56,359	58,891	59,211	61,143
hrly	27.5089	28.1962	28.9021	30.2004	30.3647	31.3556
bi-wk	2,063.17	2,114.71	2,167.66	2,265.03	2,277.35	2,351.67
	G	H	I	J	K	
ANNUAL	62,672	64,239	65,845	67,491	67,938	
hrly	32.1395	32.9431	33.7664	34.6106	34.8400	
bi-wk	2,410.46	2,470.73	2,532.48	2,595.80	2,613.00	
POLICE LAB TECHNICIAN	A	B	C	D	E	F
ANNUAL	41,891	42,933	44,008	45,103	46,232	46,812
hrly	20.1397	20.6410	21.1577	21.6840	22.2268	22.5059
bi-wk	1,611.18	1,651.28	1,692.62	1,734.72	1,778.14	1,800.47
	G	H	I	J	K	L
ANNUAL	48,918	50,142	51,395	52,680	53,997	54,354
hrly	23.5184	24.1067	24.7090	25.3268	25.9602	26.1318
bi-wk	1,881.47	1,928.54	1,976.72	2,026.15	2,076.81	2,090.54
RECREATION SPECIALIST	A	B	C	D	E	F
ANNUAL	43,312	44,394	45,514	46,644	47,801	48,406
hrly	22.2113	22.7662	23.3404	23.9199	24.5132	24.8238
bi-wk	1,665.84	1,707.47	1,750.53	1,793.99	1,838.49	1,861.78
	G	H	I	J	K	
ANNUAL	49,617	50,857	52,128	53,431	53,785	
hrly	25.4444	26.0804	26.7325	27.4006	27.5823	
bi-wk	1,908.33	1,956.03	2,004.94	2,055.04	2,068.67	
CITIZEN SERVICES SPECIALIST	A	B	C	D	E	F
SR NEIGHBORHOOD LIAISON SPECIALIST						
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	45,147	46,560	47,722	48,921	50,146	50,773
hrly	23.1525	23.8772	24.4727	25.0879	25.7160	26.0372
bi-wk	1,736.44	1,790.79	1,835.45	1,881.59	1,928.70	1,952.79
	G	H	I	J	K	
ANNUAL	52,042	53,344	54,677	56,044	56,415	
hrly	26.6882	27.3557	28.0393	28.7404	28.9308	
bi-wk	2,001.61	2,051.68	2,102.95	2,155.53	2,169.81	

**FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2018
1.5%**

POSITION	A	B	C	D	E	F
COMMUNICATIONS SPECIALIST						
SR BROADCAST PRODUCTION SPECIALIST						
NEIGHBORHOOD SPECIALIST						
ANNUAL	45,428	46,560	47,722	48,921	50,146	51,026
hrly	23.2966	23.8772	24.4727	25.0879	25.7160	26.1674
bi-wk	1,747.25	1,790.79	1,835.45	1,881.59	1,928.70	1,962.55
	G	H	I	J	K	
ANNUAL	52,302	53,610	54,950	56,324	56,697	
hrly	26.8216	27.4923	28.1796	28.8840	29.0755	
bi-wk	2,011.62	2,061.92	2,113.47	2,166.30	2,180.66	
MANAGEMENT SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	46,336	47,494	48,677	49,898	51,147	51,789
hrly	23.7619	24.3558	24.9625	25.5890	26.2293	26.5585
bi-wk	1,782.14	1,826.69	1,872.19	1,919.17	1,967.20	1,991.89
	G	H	I	J	K	
ANNUAL	53,084	54,411	55,771	57,166	57,543	
hrly	27.2223	27.9032	28.6006	29.3157	29.5094	
bi-wk	2,041.67	2,092.74	2,145.05	2,198.67	2,213.20	
COMM RELATIONS SERVICES SPECIALIST	A	B	C	D	E	F
ANNUAL	46,336	47,494	48,677	49,898	51,147	51,789
hrly	23.7619	24.3558	24.9625	25.5890	26.2293	26.5585
bi-wk	1,782.14	1,826.69	1,872.19	1,919.17	1,967.20	1,991.89
	G	H	I	J	K	L
ANNUAL	53,084	54,411	55,771	57,166	58,594	58,694
hrly	27.2223	27.9032	28.6006	29.3157	30.0483	30.0995
bi-wk	2,041.67	2,092.74	2,145.05	2,198.67	2,253.62	2,257.46
BROADCAST PROGRAMMING SPECIALIST	A	B	C	D	E	F
DIGITAL CONTENT COORDINATOR						
ANNUAL	49,710	50,958	52,230	53,540	54,876	56,115
hrly	25.4924	26.1322	26.7848	27.4566	28.1417	28.7767
bi-wk	1,911.93	1,959.91	2,008.86	2,059.24	2,110.63	2,158.25
	G	H	I	J	K	
ANNUAL	57,517	58,955	60,430	61,939	62,350	
hrly	29.4960	30.2335	30.9896	31.7638	31.9744	
bi-wk	2,212.20	2,267.51	2,324.22	2,382.29	2,398.08	
BROADCAST SERVICES COORDINATOR	A	B	C	D	E	F
ANNUAL	58,518	59,981	61,481	63,018	64,594	66,209
hrly	30.0093	30.7596	31.5285	32.3172	33.1251	33.9532
bi-wk	2,250.70	2,306.97	2,364.64	2,423.79	2,484.38	2,546.49
	G	H	I	J	K	
ANNUAL	67,864	69,560	71,300	73,082	73,565	
hrly	34.8022	35.6719	36.5641	37.4782	37.7258	
bi-wk	2,610.16	2,675.40	2,742.31	2,810.86	2,829.44	
PURCHASING SPECIALIST	A	B	C	D	E	F
ANNUAL	52,101	53,399	54,740	56,107	57,514	58,233
hrly	26.7186	27.3840	28.0718	28.7730	29.4944	29.8631
bi-wk	2,003.90	2,053.80	2,105.39	2,157.97	2,212.08	2,239.73
	G	H	I	J	K	
ANNUAL	59,689	61,181	62,710	64,279	64,704	
hrly	30.6096	31.3748	32.1592	32.9634	33.1814	
bi-wk	2,295.72	2,353.11	2,411.94	2,472.25	2,488.60	
LIBRARIAN	A	B	C	D	E	F
ANNUAL	52,034	53,333	54,658	56,034	57,430	58,441
hrly	26.6839	27.3504	28.0297	28.7356	29.4512	29.9699
bi-wk	2,001.29	2,051.28	2,102.23	2,155.17	2,208.84	2,247.74
	G	H	I	J	K	
ANNUAL	59,902	61,399	62,934	64,507	64,935	
hrly	30.7190	31.4869	32.2740	33.0808	33.3000	
bi-wk	2,303.93	2,361.52	2,420.55	2,481.06	2,497.50	

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2018
1.5%

POSITION	A	B	C	D	E	F
BUILDING MAINTENANCE COORDINATOR						
ANNUAL	52,703	54,021	55,373	56,750	58,171	58,898
hrly	27.0270	27.7031	28.3963	29.1027	29.8311	30.2041
bi-wk	2,027.03	2,077.73	2,129.72	2,182.71	2,237.33	2,265.31
	G	H	I	J	K	
ANNUAL	60,370	61,879	63,426	65,012	65,442	
hrly	30.9592	31.7329	32.5263	33.3396	33.5601	
bi-wk	2,321.94	2,379.97	2,439.48	2,500.47	2,517.01	
LIBRARY PROGRAMMING SPECIALIST	A	B	C	D	E	F
ANNUAL	53,009	54,334	55,684	57,077	58,512	60,428
hrly	27.1839	27.8637	28.5558	29.2703	30.0061	30.9885
bi-wk	2,038.79	2,089.78	2,141.69	2,195.27	2,250.46	2,324.14
	G	H	I	J	K	
ANNUAL	61,938	63,487	65,075	66,701	67,143	
hrly	31.7633	32.5573	33.3716	34.2056	34.4321	
bi-wk	2,382.25	2,441.80	2,502.87	2,565.42	2,582.41	
RECREATION SUPERVISOR	A	B	C	D	E	F
PUBLIC RELATIONS & PROGRAMS COORD						
INFO TECHNOLOGY SPECIALIST						
ANNUAL	54,194	55,548	56,937	58,364	59,817	61,167
hrly	27.7917	28.4859	29.1983	29.9304	30.6753	31.3679
bi-wk	2,084.38	2,136.44	2,189.87	2,244.78	2,300.65	2,352.59
	G	H	I	J	K	
ANNUAL	62,697	64,264	65,871	67,518	67,964	
hrly	32.1523	32.9559	33.7798	34.6245	34.8535	
bi-wk	2,411.42	2,471.69	2,533.48	2,596.84	2,614.01	
ACCOUNTANT	A	B	C	D	E	F
ANNUAL	55,689	57,081	58,504	59,968	61,191	62,555
hrly	28.5585	29.2724	30.0019	30.7526	31.3802	32.0797
bi-wk	2,141.89	2,195.43	2,250.14	2,306.45	2,353.51	2,405.98
	G	H	I	J	K	
ANNUAL	64,119	65,723	67,366	69,049	69,506	
hrly	32.8817	33.7040	34.5466	35.4099	35.6443	
bi-wk	2,466.13	2,527.80	2,590.99	2,655.75	2,673.32	
BUDGET MANAGEMENT COORDINATOR	A	B	C	D	E	F
PAYROLL ACCOUNTANT						
ANNUAL	57,562	58,954	60,377	61,841	63,064	64,428
hrly	29.5190	30.2329	30.9624	31.7131	32.3407	33.0402
bi-wk	2,213.92	2,267.47	2,322.18	2,378.49	2,425.55	2,478.02
	G	H	I	J	K	
ANNUAL	66,039	67,690	69,382	71,117	71,587	
hrly	33.8662	34.7131	35.5807	36.4702	36.7114	
bi-wk	2,539.97	2,603.48	2,668.55	2,735.27	2,753.36	
LIBRARY SERVICE AREA COORDINATOR	A	B	C	D	E	F
ANNUAL	55,689	57,081	58,504	59,968	61,379	63,175
hrly	28.5585	29.2724	30.0019	30.7526	31.4762	32.3972
bi-wk	2,141.89	2,195.43	2,250.14	2,306.45	2,360.72	2,429.79
	G	H	I	J	K	
ANNUAL	64,754	66,373	68,032	69,733	70,194	
hrly	33.2072	34.0375	34.8881	35.7605	35.9970	
bi-wk	2,490.54	2,552.81	2,616.61	2,682.04	2,699.78	

FULL-TIME EMPLOYEES
(Hired On or After July 1, 2013)
Effective July 1, 2018
1.5%

POSITION	A	B	C	D	E	F
PLANNING COORDINATOR						
COMMUNITY SERVICES COORDINATOR						
HUD COORDINATOR						
SENIOR SYSTEMS ANALYST						
ANNUAL	56,929	58,352	59,811	61,301	62,843	63,629
hrly	29.1945	29.9240	30.6721	31.4362	32.2270	32.6304
bi-wk	2,189.59	2,244.30	2,300.41	2,357.71	2,417.02	2,447.28
	G	H	I	J	K	
ANNUAL	65,219	66,850	68,521	70,235	70,699	
hrly	33.4457	34.2819	35.1389	36.0177	36.2561	
bi-wk	2,508.43	2,571.14	2,635.42	2,701.33	2,719.21	
PENSION ADMIN./U.B. ACCOUNTANT	A	B	C	D	E	F
ANNUAL	60,835	62,356	63,915	65,514	67,151	68,831
hrly	31.1977	31.9773	32.7771	33.5968	34.4366	35.2979
bi-wk	2,339.83	2,398.30	2,458.29	2,519.76	2,582.75	2,647.34
	G	H	I	J	K	
ANNUAL	70,552	72,316	74,123	75,976	76,478	
hrly	36.1805	37.0849	38.0118	38.9621	39.2196	
bi-wk	2,713.53	2,781.37	2,850.88	2,922.16	2,941.47	

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(Hired Prior to July 1, 2012)
Effective July 1, 2018
1.5%**

POSITION	A	B	C	D	E	F
VIDEO PRODUCTION TECHNICIAN - Part-Time	13.3198	14.7994	16.2790	16.4424	16.5246	21.0936
LIBRARIAN - Part-Time	26.7572	27.4293	28.1130	28.8174	29.5374	30.0556
ACCOUNTANT - Part-Time	28.5583	29.2723	30.0018	30.7529	31.5245	32.0799

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(Hired On or After July 1, 2012)
80% of Full-time Rate
Effective July 1, 2018
1.5%**

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN	16.6901	17.1096	17.5325	17.9770	18.4223	18.6537
ANIMAL CONTROL OFFICER	17.3577	17.7930	18.2342	18.6954	19.1590	19.6909
BROADCAST PRODUCTION SPECIALIST	18.7495	19.2181	19.7001	20.1921	20.6973	20.9571
NEIGHBORHOOD LIAISON SPECIALIST	24.4524	25.0634	25.6910	26.8448	26.9913	27.8720
POLICE LAB TECHNICIAN	17.9021	18.3474	18.8069	19.2747	19.7575	20.0056
	20.9054					
RECREATION SPECIALIST	19.7434	20.2370	20.7473	21.2626	21.7895	22.0658
CITIZEN SERVICES SPECIALIST SR NEIGHBORHOOD LIAISON SPECIALIST COMMUNITY RELATIONS SPECIALIST	20.7082	21.2243	21.7537	22.3006	22.8591	23.1447
COMMUNICATIONS SPECIALIST SR BROADCAST PRODUCTION SPECIALIST NEIGHBORHOOD SPECIALIST	20.7082	21.2243	21.7537	22.3006	22.8591	23.2604
MANAGEMENT SERVICES SPECIALIST	21.1219	21.6496	22.1890	22.7459	23.3153	23.6075
COMM RELATIONS SERVICES SPECIALIST	21.1219	21.6496	22.1890	22.7459	23.3153	23.6075
	24.0796					
BROADCAST PROGRAMMING SPECIALIST	22.6602	23.2287	23.8089	24.4058	25.0151	25.5795
BROADCAST SERVICES COORDINATOR	26.6750	27.3419	28.0253	28.7262	29.4447	30.1806
PURCHASING SPECIALIST	23.7498	24.3417	24.9527	25.5762	26.2171	26.5451
LIBRARIAN	23.7190	24.3117	24.9152	25.5429	26.1788	26.6400
BUILDING MAINTENANCE COORDINATOR	24.0245	24.6255	25.2415	25.8692	26.5168	26.8481
LIBRARY PROGRAMMING SPECIALIST	24.1635	24.7679	25.3830	26.0182	26.6725	27.5457
RECREATION SUPERVISOR PUBLIC RELATIONS & PROGRAMS COORD INFO TECHNOLOGY SPECIALIST	24.7038	25.3206	25.9541	26.6050	27.2668	27.8828
ACCOUNTANT	25.3855	26.0198	26.6683	27.3359	28.0218	28.5154
BUDGET MANAGEMENT COORDINATOR PAYROLL ACCOUNTANT	26.2392	26.8736	27.5220	28.1896	28.8752	29.3691
LIBRARY SERVICE AREA COORDINATOR	25.3855	26.0198	26.6683	27.3359	28.0218	28.7976
DIGITAL CONTENT COORDINATOR	20.3939	20.9055	21.4277	21.9653	22.5135	23.0214
	23.5969	24.1868	24.7915	25.4112	25.5793	
PLANNING COORDINATOR COMMUNITY SERVICES COORDINATOR HUD COORDINATOR SENIOR SYSTEMS ANALYST	25.9507	26.5992	27.2643	27.9436	28.6461	29.0049
PENSION ADMIN./U.B. ACCOUNTANT	27.7313	28.4247	29.1356	29.8640	30.6106	31.3756

APPENDIX B

Disability Insurance

Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit	60%
Elimination (Waiting) Period	7 days accident 7 days illness
Maximum Duration	26 weeks

Long Term Disability Income Benefit

Long Term Disability Income Benefit	60%
Elimination (Waiting) Period	180 days
Maximum Duration	Sickness to age 65 Accident to age 65

APPENDIX C

Blue Cross/Blue Shield Dental Plan

Coverage Description and Limits

- Class I: Diagnostic services, preventive services, and palliative treatment are covered at 75 percent of reasonable charges.
- Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75 percent of reasonable charges.
- Class III: Construction and replacement of dentures and bridges are covered at 75 percent of reasonable charges.
- Class IV: Orthodontic services are covered at 50 percent of reasonable charges.

Each member is entitled to maximum benefits of \$1,000 every contract year.

Each member (up to age 19) has a lifetime maximum of \$2,000 available for orthodontic services.



CITY OF STERLING HEIGHTS

0070060750030

Effective Date: 07/01/2015

The information contained herein provides a general summary of your group's health care benefits. It is not a contract. This summary may not reflect additional limitations or exclusions that apply to covered services or the most recent updates to BCBSM certificates, riders, plan modifications and/or changes that your group may be making to your coverage. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. You can also contact your health care administrator or call the customer service phone number printed on the back of your ID card if you have additional questions regarding your health care benefits.

Note: To be eligible for coverage, the following services require your provider to obtain approval **before** they are provided select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses. .

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Eligibility Information	
Member	Eligibility Criteria
Dependents and Sponsored dependents	<ul style="list-style-type: none"> Subscriber's legal spouse Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26 Sponsored dependents: Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Benefits	In-Network	Out-of-Network
Deductibles	\$750 for one member, \$1,500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived for covered services performed in an in-network physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also count toward the in-network deductible, if applicable.
Flat dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits and office consultations \$20 copay for chiropractic services and osteopathic manipulative therapy \$100 copay for emergency room visits 	\$100 copay for emergency room visits
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 20% of approved amount for mental health care and substance abuse treatment 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 40% of approved amount for mental health care and substance abuse treatment 40% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	\$1,500 for one member, \$3,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drug, if applicable	\$5,100 one member, \$10,200 for two or more members each calendar year (indexes annually)	\$10,200 for one member, \$20,400 for two or more members each calendar year (indexes annually) Note: Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-Network	Out-of-Network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

Benefits	In-Network	Out-of-Network
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance.	One per member per calendar year 60% after out-of-network deductible

One per member per calendar year

Physician office services		
Benefits	In-Network	Out-of-Network
Office visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$20 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible

Emergency medical care

Benefits	In-Network	Out-of-Network
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits	In-Network	Out-of-Network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-Network	Out-of-Network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-Network	Out-of-Network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Note: Nonemergency services must be rendered in a participating hospital		
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-Network	Out-of-Network
Skilled nursing care and related physician services - must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
Limited to a maximum of 120 days per member per calendar year.		
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care: <ul style="list-style-type: none"> • must be medically necessary • must be provided by a participating home health care agency 	80% after in-network deductible	80% after in-network deductible

Benefits	In-Network	Out-of-Network
Infusion therapy: <ul style="list-style-type: none"> • must be medically necessary • must be given by participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible

Surgical services		
Benefits	In-Network	Out-of-Network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males	80% after in-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see " Preventive care services. "		
Voluntary abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants		
Benefits	In-Network	Out-of-Network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders.

This means when these services are performed by an in-network provider, you will have no in-network deductible. You will be responsible for the flat-dollar member copay that applies to office visits. When these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of-network services.

Benefits	In-Network	Out-of-Network
Inpatient mental health care	80% after in-network deductible	60% after out-of-network deductible
Inpatient substance abuse treatment	80% after in-network deductible	Unlimited days 60% after out-of-network deductible
Residential psychiatric treatment facility: <ul style="list-style-type: none"> • covered mental health services must be performed in a residential psychiatric treatment facility • treatment must be preauthorized • subject to medical criteria 	80% after in-network deductible	Unlimited days 60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> • Facility and clinic 	80% after in-network deductible	80% after in-network deductible - in participating facilities only
<ul style="list-style-type: none"> • Physician's office 	80% after in-network deductible	60% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Outpatient substance abuse treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment		
Benefits	In-Network	Out-of-Network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	80% after in-network deductible	80% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible
	Physical, speech and occupational therapy with an autism diagnosis is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services		
Benefits	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP) Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$20 copay per office visit	60% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
Durable medical equipment Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible
Prescription drugs	Not covered	Not covered

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES – PROFESSIONAL AND TECHNICAL
EMPLOYEES (Union)

It is hereby agreed and understood by the City and Union, that the 2016 - 2019 collective bargaining agreement between the parties shall be amended to incorporate the following terms and conditions:

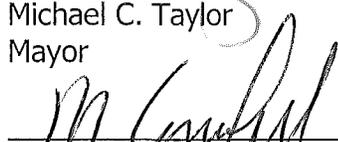
The City and Union agree that if, during the term of the 2016 - 2019 collective bargaining agreement (Agreement), any other general (non-312 eligible) employee bargaining unit receives a health care plan superior to the plan(s) agreed to under the Agreement, the Union membership shall receive the superior plan, provided the Union membership makes the same contributions required of the other bargaining unit's membership.

FOR THE CITY

FOR THE UNION



Michael C. Taylor
Mayor



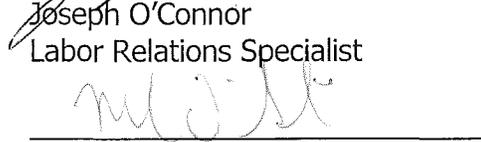
Mark Carufel
City Clerk

7-5-16

Date



Joseph O'Connor
Labor Relations Specialist



Mark DiSanto
Chairperson

7/12/16

Date

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

CITY OF STERLING HEIGHTS

P

AND

**MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
SUPERVISORY EMPLOYEES UNION**

JULY 1, 2015 - JUNE 30, 2018

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AGREEMENT

Section 1. This AGREEMENT entered into between THE CITY OF STERLING HEIGHTS (hereinafter referred to as the "City ") and MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES (MAPE) SUPERVISORY EMPLOYEES (hereinafter referred to as the "Bargaining Unit") for and on behalf of the Full-Time Supervisory Employees ("Member" or collectively as the "Members") and Part-Time Supervisory Employees (hereinafter "Part-Time Member" or collectively as the "Part-Time Members").

Section 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Bargaining Unit and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Purpose and Intent

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City in its capacity as an Employer, the Members, the Bargaining Unit, and the residents of the City.

The parties recognize that the interest of the community and the job security of the Members depend upon the City's success in establishing a proper standard of services to the community.

To these ends, the City and the Bargaining Unit encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Members.

It is agreed by the City and the Bargaining Unit that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the Bargaining Unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal Laws.

ARTICLE 1

Recognition

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the City recognizes the Bargaining Unit as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined by the terms of this Agreement for those Members included in the Bargaining Unit described in Appendix A. Classifications may be added to or deleted from those classifications described in Appendix A by agreement between the City and Bargaining Unit.

Authorized representatives of the Bargaining Unit shall be permitted to visit the operation of the City during working hours to talk with the chairperson and steward of the Bargaining Unit, and/or representatives of the City concerning matters covered by this Agreement, without interfering with the progress of the work force.

The City reserves the right of management to reassign duties to maintain the efficiency of the organization. However, if duties are added or reassigned to members of the group, the City is willing to meet and negotiate rates of pay for those additional responsibilities.

ARTICLE 2

Union Rights Clause

Section 1. The City agrees that it will not replace regular Members or require other persons, other than Members in the Bargaining Unit, to perform work which is recognized as the work of the Members in said Bargaining Unit, except in temporary situations, training, or cases of emergencies. It is not the intent of the City to replace permanent Members with temporary employees. Successive temporary appointments of the same person to the same position shall not total more than six (6) months.

Section 2. The Bargaining Unit shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Member whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times determined by the City.

Section 3. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the Grievance Panel, Step 2, of the Grievance Procedure.

ARTICLE 3

Check off and Remittance of Dues and Fees

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any Member that authorizes said deduction, all dues, representation fees, initiation fees, or service charges levied in accordance with the Constitution and By-Laws of the Union.

Pursuant to MCLA 408.477, these deductions shall be made by the Employer automatically for those already in the unit and each time a Member is placed in the unit or returned from a leave of absence, provided the Member has authorized said deduction.

Section 2. The amount of the initiation fees and dues will be certified to the Employer by the secretary-treasurer of the Union. Dues or service charges deducted shall commence on the first pay period of the month after becoming a member of the bargaining unit, and will be deducted monthly thereafter on the first pay period of the month.

Deduction of initiation fees will be made in two equal amounts from wages payable the following two pay periods from the effective date of the authorization. Dues or service charges deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service charges have been deducted from their checks. Where any Member, who is on check-off, is not on the payroll during the week or is on a leave of absence, double deductions will be made the following months. Each remittance shall be accompanied by a statement giving a list in duplicate of the Members for whom:

- a. Regular deductions were made.
- b. Initial deductions were made.
- c. No deductions were made, due to insufficient earnings.
- d. No deductions were made because the Member revoked authorization.
- e. No deductions were made because the employment of the Member was terminated.
- f. No deductions were made because the Member is on leave of absence.
- g. Past due deductions were made.

Section 3. The City agrees to provide this service without charge to the Bargaining Unit.

Section 4. The City shall advise the Bargaining Unit of all transfers, eliminations, or new hires each sixty (60) days.

Section 5. The City shall not be liable to the Bargaining Unit or Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Members.

Section 6. The Union will defend, indemnify and save harmless the City from any and all claims, demands, suits and other liability by reason of action not taken by the City for the purpose of complying with this Article.

ARTICLE 4

Extra Contract Agreements

The City agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the Members covered by this Agreement; or any agreement or contract with the said Members, individually or collectively which in any way affects wages, hours or working conditions of said Members, or any individual Member in the Bargaining Unit. This Article is not intended nor shall be interpreted as precluding agreements in the form of memorandums of understanding approved by the City and Bargaining Unit.

ARTICLE 5

Discharge or Suspension

Section 1. The City shall not discharge or suspend a Member without just cause. Discharge must be by written notice to the Member, Bargaining Unit and the Union. A Member aggrieved by such discharge or suspension may seek relief through the Grievance Procedure outlined in Article 7 of this Agreement, going immediately to Step 2.

Section 2. In cases of discharge or suspension of five (5) or more work days, a Member may consult with the Union Steward before leaving City property; provided, however, that if there is a potential for disruption of the work environment or damage to City property, the Member may be escorted to a secure location for purposes of the consultation.

Section 3. The Bargaining Unit shall not represent newly hired employees who are discharged or disciplined during their probationary period except if discharged or disciplined for Union activities.

ARTICLE 6

Election of Remedies

Section 1. When the same remedies are available for a dispute which arises under this Agreement under the grievance procedure and an administrative or statutory process, such as but not limited to a Veteran's Preference Hearing, Civil Rights Hearing, or Department of Labor Hearing, and the Member elects to utilize the statutory or administrative process, the Bargaining Unit and the affected Member shall not process the dispute through the grievance procedure provided for in this Agreement.

Section 2. If a Member elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative process to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 3. Nothing herein shall be construed to eliminate the right of a Member or the Bargaining Unit to apply to the Courts to compel compliance with Agreement terms and with the grievance procedure by request for injunctive or other relief.

ARTICLE 7

Grievance Procedure

Section 1. A grievance is defined as a difference, dispute, or complaint between the City and the Bargaining Unit as to the application or interpretation of this Agreement, and it is mutually agreed that grievances shall only be allowed on items set forth in this Agreement or memorandums of understanding agreed upon by the City and Bargaining Unit.

Every Member in the Bargaining Unit shall have the right to present grievances in accordance with the procedure herein.

The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

Section 2. Grievances shall be initiated at Step 1 within ten (10) days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement in writing of the Bargaining Unit and the City. For purposes of this Article, all time periods shall be calendar days.

Section 3. Grievances shall be processed according to the following steps:

Step 1. Verbal (City Manager) - Members who believe they have a grievance may discuss their complaint with the City Manager with or without the presence of their Steward. The Member or Members and City Manager shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory resolution of the complaint. The Member or Members have the right to discuss the complaint with their Steward before any discussion takes place with the City Manager. The City Manager shall make arrangements for the Member or Members to be off the job for a reasonable period of time in order to discuss the complaint with their Steward. The City Manager shall give a verbal answer to the complaint within twenty-four (24) hours of the meeting.

Step 2. Written (City Manager) - If the matter is not satisfactorily settled by oral discussion at Step 1, a grievance may be submitted in written form by the steward to the City Manager. The City Manager shall sign and date the grievance form when received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the Member(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, that the grievant claims have been violated. The City Manager shall meet and discuss the grievance with the steward and the aggrieved Member(s) within five (5) days of receipt of the written grievance and render a written answer to the steward within five (5) days of such meeting. The written answer shall outline in detail the basis or reason such decision was arrived at and why. Any documentation, orders, or rules and regulations shall be attached.

Step 3. (Union Review) - If not satisfactorily settled at Step 2, the City Manager shall send a copy of the written grievance and written answer to the Labor Relations Specialist of the Union within seven (7) days following the Step 2 meeting. The Labor Relations Specialist of the Union or a designated representative, after receiving the grievance and answer, will review the matter. If the matter is one on which an arbitrator has power and authority to rule, and if the matter merits appeal, the Human Resources Director or a designated representative shall within ten (10) working days of receipt of said grievance and answer, arrange a meeting with the Bargaining Unit Chairperson, the Labor Relations Specialist and the City Manager. At the option of the City Manager, other management members may be present. At the option of the Labor

Relations Specialist or a designated representative, other Union representatives may be present. At the meeting, the parties shall discuss the circumstances and attempt to settle the matter.

Step 4. (Arbitration) - An unresolved grievance, having been processed through Step 3 of the Grievance Procedure, may be submitted to arbitration by either party (City or Union) in accordance with this Article. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. The notice to arbitrate shall include names of suggested arbitrators. In the event the parties cannot agree upon an arbitrator within ten (10) days, they shall request that an impartial arbitrator act as chairman, to be appointed from either of the American Arbitration Association (AAA), the Michigan Employment Relations Commissions (MERC), or the Federal Mediation and Conciliation Service (FMCS), in accordance with their respective rules and regulations.

The right of either party to demand arbitration over an unresolved grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 3 of the grievance procedure, and any grievance not submitted within such period shall be deemed waived.

Section 4. Pre-Arbitration. Within thirty (30) days of requesting arbitration, the City and Union shall meet to discuss and exchange a completed pre-arbitration form and copies of all evidence.

- A. At that time, the parties should arrange a meeting to review the case and make any last minute changes.
- B. If such meeting fails to resolve the matter, the parties agree that only the items and evidence presented at these pre-arbitration meetings can be presented at the arbitration hearing.
- C. It is further agreed that the Union will present their case first at arbitration, in cases regarding contract violations and that in cases of discipline and rates for new positions, that the City shall present their case first.

Section 5. Power and Authority of the Arbitrator. The arbitrator shall limit a decision strictly to the interpretation, application or enforcement of this Agreement, and:

- A. Shall have no authority to require the City to purchase buildings, equipment or material.

- B. Shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- C. Shall have no authority to grant a wage increase or decrease, except in cases of arbitration of new positions established by the City between Agreement periods.
- D. Shall have no power to substitute for the City's discretion in cases where the City has been given discretion by this Agreement.
- E. Shall have no power to decide a question, which under this Agreement is within the powers of the City to decide. In rendering decisions, an arbitrator shall have due regard to the powers of City to manage the municipal organization and shall so construe the Agreement that there would be no interference with such powers except as it may be specifically limited by this Agreement.
- F. Shall have no authority to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.
- G. Shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretion which by State Law or City Charter, the City cannot delegate, alienate or relinquish.
- H. Shall limit all claims for back wages to the amount of back wages the Member would have earned on the job less compensation earned during time off.

Section 6. Decisions.

- A. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- B. The decision of the arbitrator shall be final and binding upon the City, the Bargaining Unit and the affected Member or Members; and there shall be no appeal of the arbitrator's decision, if made within the jurisdiction and authority granted the arbitrator by this Agreement.
- C. In the event a case is appealed to the arbitrator and the arbitrator finds that it has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

- D. The expenses of the arbitrator shall be divided and paid equally by the City and the Bargaining Unit.
- E. The City and the Bargaining Unit shall individually make arrangements for and pay the expense of their respective witnesses who are called by them.
- F. The aggrieved, the Bargaining Unit representatives, and any other City employee testifying in the arbitration hearing shall not lose pay for appearing as a witness.
- G. All records, reports, and other information pertaining to a grievance, which the requesting party seeks to utilize in a grievance proceeding, shall be made available within ten (10) days from written request. Requests for information from the City shall be directed to the City Manager.
- H. Grievances affecting more than one (1) Member may be treated as group grievances and processed beginning at Step 2 of the grievance procedure by the Bargaining Unit.
- I. In instances where the subject matter of the grievance lies within the jurisdiction of specific City departments, [e.g., Payroll], the grievance steps may be reduced in order to bring the grievance to the department's immediate attention for a recommendation as to the action to be taken at Step 2.
- J. An unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Bargaining Unit.

ARTICLE 8

Union Representation

Section 1.

- A. There shall be one (1) chairperson and one (1) steward chosen from among Members of the Bargaining Unit in a manner to be determined by the Union. In the absence of the chairperson and/or steward an alternate shall be appointed.
- B. The Bargaining Unit shall designate to the City, in writing, the chairperson and steward. In the event there is a change in the chairperson or steward, the Bargaining Unit shall give timely notice to the City.

- C. The steward and/or chairperson may investigate and process Member grievances without loss of time or pay.
- D. While the Bargaining Unit represents new hires during their one (1) year probationary period regarding terms and conditions of employment, the parties agree that new hires may be terminated during their probationary period for any reason, without recourse to the grievance procedure.
- E. Before entering upon such Union business, the steward and/or chairperson, as the case may be, shall give notice and receive approval from the City Manager or a designated representative for release from their work assignment for such time as may be necessary to conduct such Union business. Approval shall not be withheld except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be proper subject for a Step 2 grievance procedure in accordance with Article 7 of this Agreement.

Section 2. The chairperson and steward of the Bargaining Unit shall be retained in their work areas and shifts for representation purposes during layoffs, regardless of seniority, if they are qualified to perform the work.

Section 3. The Bargaining Unit shall be provided with a suitable bulletin board at each location for the posting of Union notices and other materials.

Section 4. The Bargaining Unit may schedule meetings on City property, insofar as such meetings are not disruptive of the duties of the Members or the efficient operation of the department, subject to approval of the City Manager or a designated representative which approval shall not be unreasonably withheld.

ARTICLE 9

Union Leave of Absence

The City shall give up to fifteen (15) calendar days time off, without discrimination, loss of seniority rights, and without pay to Members designated by the Bargaining Unit to attend a labor convention, seminar, or school, provided seventy-two (72) hours prior written notice is given to the City by the Bargaining Unit, specifying length of time off for Union activities. It is understood that approval will not be unreasonably withheld and all reasonable requests shall be granted, provided there shall be no disruption of operations due to lack of employees.

ARTICLE 10

No Strike/No Lockout

During the term of this Agreement, the Bargaining Unit will not cause, nor permit its Members to cause, nor will any Member of the Bargaining Unit take part in a strike, a slow-down, or any concerted effort to diminish the quantity of the work performed by the Members of the Bargaining Unit, and the Bargaining Unit shall take appropriate action to prevent the continuance of any such concerted efforts on the part of the Members. As a corollary to the No-Strike clause, the City agrees that during the life of this Agreement, it shall not cause, nor permit to be caused a lockout of the Members covered by this Agreement.

ARTICLE 11

Binding Effect on Successors

This Agreement shall be binding upon the parties hereto, their respective successors, administrators, executors, and assigns.

ARTICLE 12

Equipment, Accidents and Reports

A Member involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. The Member shall complete an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident(s).

ARTICLE 13

Military Service

A Member inducted into the Armed Services of the United States under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of national emergency, shall upon termination of such service, be re-employed in line with the Member's seniority, at the then current rate of pay, provided the Member has not been dishonorably discharged from the Armed Services and is physically able to do work available. A returning Member must report to work within ninety (90) days of the date of discharge from the Armed Services.

- A. Military service, as above defined, shall be credited to a returning Member's length of City employment.

- B. A probationary employee who enters the Armed Services and meets the foregoing requirements must complete the probationary period and upon completing it, will have seniority equal to the time spent in the Armed Services, plus ninety (90) days.
- C. Except as otherwise provided in this Agreement, the re-employment rights of Members and probationary employees will be limited to applicable laws and regulations.

ARTICLE 14

Management Rights

The City on its own behalf and on behalf of its residents, hereby retains, and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of foregoing the right to:

- A. Manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.
- B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. Determine the number, location, and type of facilities and installations.
- E. Determine the size of the work force and increase or decrease its size.
- F. Hire, assign and lay off employees to reduce the workweek or the workday or effect reductions in hours worked.
- G. Permit municipal employees not included in the Bargaining Unit to perform bargaining unit work in cases of emergency.

- H. Direct the work force, assign work and determine the number of employees assigned to operations.
- I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification.
- J. Determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- K. Establish work schedules.
- L. Discipline and discharge employees for just cause.
- M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. Transfer, promote and demote employees from one classification, department or shift to another.
- O. To select Members for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of Members to perform available work.

Nothing in this Article is intended to limit any other rights of the City not expressly included in this Article where the exercise of such right is not in conflict with any other provisions of this Agreement.

ARTICLE 15

Severability and Savings Clause

- A. In the event that any provisions of this Agreement shall at any time be declared invalid by a Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 16

General

Section 1. Pay. The City shall provide pay periods every other Thursday. Each Member shall be provided an itemized statement of earnings and deductions made for any purpose. All new employees of the City who become Members of the Bargaining Unit shall be required to participate in the City's direct deposit of payroll program.

Section 2. Out-of-Classification Pay. The City may temporarily assign a Member to work in a higher job classification for up to thirty (30) consecutive workdays without paying out-of-classification pay. After thirty (30) consecutive work days, the Member shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned to the higher job classification.

The City reserves the right to reassign duties to maintain the efficiency of the municipal organization. However, if duties are added or reassigned to Members of the Bargaining Unit, the City will meet and negotiate rates of pay for those additional responsibilities.

Section 3. Bonds. Should the City require a Member to provide a bond, a cash bond shall not be required and any premium charged for a surety bond shall be paid by the City.

Section 4. Mileage. A Member shall be reimbursed at the standard rates promulgated by the Internal Revenue Service for mileage incurred on a personal vehicle while traveling to and from a job location, which is not the Member's principal place of employment. The City will provide transportation whenever possible.

Section 5. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

Section 6. Members shall take directions and orders only from superior managers, directors, and up to and including the City Manager.

Section 7. The City shall have the right to deduct from a Member's paycheck any amount received that the Member was not entitled to under this Agreement, without the specific written approval of the Member. The deduction will be in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

Section 8. Residency. Members shall reside in Macomb County and/or within twenty (20) miles from the City's municipal boundaries while employed by the City.

Section 9. The parties agree that compliance with the Michigan Persons with Disabilities Civil Rights Act and the federal Americans With Disabilities Act shall take precedence over any provision of this Agreement.

Section 10. Definition of Month. Except for purposes of pension-related calculations, a month shall be defined as fifteen (15) calendar days.

ARTICLE 17

Vacancies and Promotions

Section 1. Promotions shall be filled in accordance with the following procedure:

- A. Vacancy. The City Manager has the power to fill a vacant position in the Bargaining Unit. Consideration will be given to Members based upon experience and familiarity with the municipal organization when a position is to be filled. A vacant position in the bargaining unit will be posted internally contemporaneously with the start of the recruitment of external applicants. If applicants are equally qualified, existing Members of the Bargaining Unit shall receive preference.
- B. Trial Period. All new Members to the Bargaining Unit shall be on probation for one (1) year. A Member promoted from within the Bargaining Unit shall be given a trial period up to six (6) months to qualify on the job. In the event a promoted Member cannot qualify, they shall be returned back to their former position.
- C. Rate of Pay. A promoted Member shall receive the regular rate that provides an increase called for in the new classification.

ARTICLE 18

Waiver Clause

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Bargaining Unit, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 19

Hours of Work

Section 1. The City and Bargaining Unit recognize that Members are exempt under the Fair Labor Standards Act. The normal city workweek consists of five (5) days, Monday through Friday. The normal City workday consists of eight (8) hours of work with one (1) hour lunch break. Normal work hours are 8:00 a.m. to 5:00 p.m. daily. The City has the right to change the normal workweek and work hours. The City will give prior written notice to the Bargaining Unit of any change to the normal workweek or hours and, if requested, will meet with representatives of the Bargaining Unit to discuss the change(s).

Section 2. Flextime scheduling may be approved by the City Manager or a designated representative on a case-by-case basis if requested by a Member.

ARTICLE 20

Compensatory Time

At the City's discretion, Members may be allowed compensatory time for all hours worked in excess of forty (40) hours in one work week, these hours are earned at the rate of one and one-half (1-1/2) hours for each additional hour worked. There shall be no maximum accumulation of compensatory hours.

Compensatory time may be taken by a Member subject to prior approval by the City Manager or a designated representative. Members will be allowed to use compensatory time within a reasonable period after a request is made, unless said time off would be unduly disruptive to municipal operations.

Annually following the first biweekly pay period in June, Members shall be compensated at their regular hourly rate for up to 125 hours of accumulated compensatory time. A Member may elect to carry into the next fiscal year up to twenty (20) hours of accumulated compensatory time.

Upon death, retirement or resignation in good standing, a Member or the Member's estate shall be paid for any accumulated compensatory time up to the maximum established per this Article.

ARTICLE 21

Vacation

Members shall be entitled to vacation time with pay pursuant to the following schedule:

- A. Members who have completed one (1) year to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
- B. Members who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
- C. Members who have completed twelve (12) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- D. Members who have completed twenty (20) years of continuous service shall be granted twenty-two (22) works days vacation upon completion of each year without loss of pay.
- E. Members who have completed twenty-five (25) years of continuous service shall be granted twenty-five (25) work days vacation upon completion of each year without loss of pay.
- F. After successful completion of the probationary period, new Members shall be entered on the vacation list and shall earn (accrue) vacation from the day they commenced their employment.
- G. Members who lose time due to a disability compensated under the Worker's Disability Compensation Act shall receive their vacation accrual for a maximum of one (1) year.
- H. Vacation time is based on a Member's anniversary date. Vacation days are credited to the Member's vacation bank at the end of the completed year of service and cannot be taken during the year of service for which it is

earned, except in cases of emergency if approved in writing by the City Manager.

- I. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that Members will have the following year to use the vacation credited for the year just completed or have the option of being paid for up to twelve (12) days of unused vacation in excess of thirty (30) days at one hundred percent (100%). Payment under this section shall be within the pay period that includes the Member's employment anniversary date.
- J. Upon death, retirement, or resignation in good standing, a Member or the Member's estate will be paid for all accumulated vacation days, plus a pro-rata share of vacation days earned by month during the year of such event. A Member is deemed to have completed a full month if separation due to such an event occurs after the 15th calendar day of any month.
- K. Vacation shall be year round and can be taken in one (1) hour increments with prior approval of the City Manager or a designated representative. In case of illness, a Member can use vacation time, if needed, after all sick time is exhausted.

ARTICLE 22

Sick and Personal Leave

- A. Members will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days.
- B. Members off sick shall be required to bring in a doctor's slip if the City Manager requests it. The City may require an examination of a Member, following an illness or injury by a doctor of City's choice. This evaluation shall be performed on City time and paid by the City.
- C. At the end of the first bi-weekly pay period in June of every year, Members will have all days in excess of seven (7) days in their sick bank converted to personal time. If the personal time is not used by the end of the first bi-weekly pay period ending in June of the next year, the Member will be compensated on the basis of fifty percent (50%) of their hourly rate.

The use of "personal time" is subject to approval in advance by the City Manager or a designated representative, but may be requested for use for any reason by the Member. Personal time shall be available for use by the Member in units of one (1) hour or more.

In the event of resignation in good standing, retirement or death; up to three (3) days of unused personal time shall be compensated at 100 percent (100%) and any hours in excess of three (3) days will be compensated at 50 percent (50%) of the regular hourly rate.

- D. Accumulated sick leave may be used in the following manner:
1. Acute personal illness or incapacity over which the Member has no reasonable control.
 2. Absence from work because of exposure to a contagious disease which according to public health standards, would constitute a danger to the health of others by the Member's attendance at work.
 3. If reported before the start of shift, sick leave shall be available for use by a Member in units of four (4) hours or more. If taken after the start of shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour. For doctor and dental appointments, a Member may utilize sick leave in one (1) hour increments based upon the following criteria:
 - a. A Member must request the leave in advance indicating on the request for leave, the doctor's name and address.
 - b. A Member will be required to provide the City with a receipt from the doctor.
- E. A Member using sick leave during a period that includes a scheduled holiday will be paid for the holiday. A Member cannot be compensated for both on the same day, nor will a Member be charged for a day of sick leave.
- F. A Member absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month of absence, only.

- G. A Member cannot draw more than forty (40) hours of sick leave during a weekly period.
- H. The printed application of leave form furnished by the City must be filled out completely and properly signed and submitted by a Member for sick leave absences.
- I. Upon death, retirement, or resignation in good standing, the City will pay one hundred percent (100%) of the accumulated sick leave to the Member or the Member's estate.

ARTICLE 23

Injury or Illness

- A. Injury or Illness Arising Out of and in The Course of Employment:
 - 1. For the loss of time on account of injury or illness arising out of and in the course of employment with the City, a Member shall receive full pay for up to one (1) week, five (5) work days, without drawing on accumulated sick leave for any one injury or illness. A Member who continues on Worker's Disability Compensation may be paid the difference between regular wages and benefits paid pursuant to the Worker's Disability Compensation Act. At a Member's option, the difference between the regular wages and benefits paid pursuant to the Worker's Disability Compensation Act will be offset by a reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Disability Compensation of the regular base weekly wage as it is to the Worker's Disability Compensation weekly rate. In no case shall a Member be compensated by a combination of Worker's Disability Compensation and prorated sick leave that will exceed the Member's regular weekly wages
 - 2. If accumulated sick leave is not available for the waiting period required for short-term disability insurance (seven (7) days), other available leave may be approved for utilization in the sole discretion of the City Manager. During the first eighteen (18) months of a duty-connected disability, the City will continue to provide hospitalization coverage, prescription coverage, life insurance, and dental coverage, at no cost to a Member. Sick leave will be earned only during the first month per Article 22 of this Agreement.

If a Member is unable to return to work after eighteen (18) months from the date of the duty-connected disability, the City shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to a Member calculated on a Member's appropriate hourly rate of pay. The remaining accumulated sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, personal time will be compensated at one hundred percent (100%).

If a Member's eligibility for Worker's Disability Compensation benefits is contested, the benefits will not be operative until the claim is settled and is found to be in favor of the Member. However, during this period, disability insurance would be available based upon the terms and conditions of the policy.

3. A Member who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. A Member who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.
4. A Member, if requested by the City Manager, will be required to provide a report from a doctor to support the Member's request for sick leave and a doctor's authorization to return to work.

B. Injury or Illness Outside the Scope of Employment:

The City will provide disability coverage as outlined per Article 28G. or equivalent comparable coverage.

1. A Member who loses time from work on account of non-duty injury or illness may utilize available sick leave during the short-term disability waiting period of seven (7) days. If accumulated sick leave is not available for the seven (7) day waiting period for the disability insurance (due to a non-duty related injury), other available leave may be approved for utilization at the sole discretion of the City Manager.

During the first three (3) months of a non-duty disability, the City will continue to provide hospitalization coverage, prescription coverage, life insurance, and dental coverage. Sick leave and

vacation leave will be earned only during the first month of a non-duty disability.

2. If a Member is unable to return to work after three (3) months from the date of the non-duty disability, the City shall cease payment for the fringe benefits outlined in the paragraph above. At a Member's option, the benefit coverages may be continued under COBRA.
3. The City will continue a non-duty disabled Member's health coverage, when they have filed a disputed Worker's Disability Compensation claim, for eighteen (18) months or until the disputed claim is decided, whichever is less. Should the injury be determined to be not work related, then arrangements will be made for a Member to pay the cost for those months of coverage back to the City.
4. If a Member is unable to return to work after six (6) months from the date of the non-duty disability, all remaining leave time shall be paid to the Member based upon the appropriate hourly rate of pay. The remaining accumulated sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, personal time will be compensated at one hundred percent (100%).
5. A Member who is unable to return to work after eighteen (18) months from the date of the non-duty disability, shall cease to be a seniority employee.

C. Subrogation:

Where the injury or occupational disease for which compensation is payable under the provisions of the Agreement was caused under circumstances creating a legal liability in some person other than a natural person in the same employ of the City to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured Member, his or her dependents or personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured Member, his or her dependents or personal representative can not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the City or its Worker's Disability Compensation insurance carrier or other insurance carrier may, within the period of time

for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured Member or, in the event of death, the dependents, personal representative or known next of kin of the deceased Member, and the City. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, the City, its insurance carrier, the Member or his or her dependents or personal representative may settle their respective claims as their interest shall appear and may execute releases therefore. Such settlement and release by or on behalf of the Member shall not be a bar to action by the City or its Worker's Disability Compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured Member or their dependents or personal representative settles their claim for injury or death, or commence a legal or administrative proceeding thereof against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the Member or their dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the City or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the Member or their dependents or personal representative and shall be treated as an advance payment by the City on account of any future payment of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The aforementioned expenses of recovery shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

ARTICLE 24

Holidays and Furlough Days

- A. Members will be eligible to receive holiday pay under the following regulations:

Subject to E. 2) below, paid holidays are designated as:

4th of July observed
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
December 31
New Year's Day
Martin Luther King, Jr.' Day*
Good Friday
Memorial Day

*Martin Luther King, Jr. Day shall be taken as a floating holiday within the fiscal year to be used by the Member with advanced approval of the City Manager.

- B. Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
- C. No Member shall be required to work on Labor Day, except in case of emergency.
- D. Paid Holidays falling within a Member's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of the Member's supervisor.
- E. Unpaid Furloughs and Unpaid Holidays.
Scope- All members of the collective bargaining union shall participate in scheduled unpaid furlough and unpaid holidays. Scheduled furlough and holidays may not be cancelled or rescheduled except with the approval of

the City Manager. If this occurs, the employee shall schedule a different day off in the same or next workweek in which the furlough or holiday occurs.

- 1) Unpaid Furlough Days. Members shall take unpaid furlough days in accordance with the following schedule:

Fiscal Year 2015 / 2016

Friday before Labor Day Columbus Day
President's Day

Fiscal Year 2016 / 2017

Friday before Labor Day

Fiscal Year 2017 / 2018

No unpaid furlough days

- 2) Unpaid Holidays. Members shall take unpaid holidays in accordance with the following schedule:

Fiscal Year 2015 / 2016

4th of July observed Day after Thanksgiving
Good Friday

Fiscal Year 2016 / 2017

4th of July observed

Fiscal Year 2017/ 2018

None

- 3) Use of Vacation Day. During Fiscal Year 2015 / 2016 only, Members may opt to receive compensation on four of the six unpaid furlough and holidays by utilizing a vacation day (eight (8) hours) earned in accordance with Section 21, if available.

- 4) Furlough days shall accrue sick leave and vacation time and will not affect employee holiday pay or benefits. Employees' pension contributions will

continue to be based on pensionable employee earnings. Service time, medical, dental, vision, and any other insured benefits coverage shall not be impacted by the furloughs. Furloughs will not count as a break in seniority and shall not impact seniority, performance pay, step placement, and probationary periods. Additionally, employees may not substitute paid leave, such as sick leave or vacation time, for unpaid furlough hours.

ARTICLE 25

Other Leaves

- A. A Member required to serve on jury duty or duly subpoenaed for a hearing scheduled by the State of Michigan Employment Relations Commission will suffer no loss of pay. Such Members will be paid the difference between jury pay and the Member's regular rate of pay.
- B. Funeral Leave. Upon the death of a spouse, child or stepchild, father, mother, father-in-law, or mother-in-law, a Member on request will be excused and receive payment for up to five (5) work days during the period commencing with the date of death and ending with the day after the funeral provided the Member attends the funeral. When death occurs in the remainder of the immediate family, i.e., stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchildren, paid leave is authorized for up to three (3) work days. If the funeral for the above is to be held more than two hundred-fifty (250) miles from the metropolitan Detroit area, paid leave will be authorized for up to five (5) work days.

ARTICLE 26

Salary and Wages

The pay ranges and steps for classifications listed in Appendix A will apply.

In July, 2015, the City will pay a one-time signing bonus of 1.5% of the applicable annual salary (see Appendix A) in effect as of July 1, 2015 for each full-time Member.

To be eligible for the signing bonus, the Member must be in the employ of the City at the time of payment. The signing bonus will not affect the pay ranges and steps set forth in Appendix A and are subject to applicable payroll taxes. New Members hired after the time of payment are not eligible for the signing bonus.

The pay ranges and steps listed in Appendix A reflect a 1.5% increase effective July 1, 2016 and a 1.0% increase effective July 1, 2017.

Advancement in the pay ranges is contingent upon a Member's performance evaluation that shall be conducted annually in June by the City Manager or his designee. A Member may not utilize the grievance procedure if they receive a below expectation performance rating. They shall have the right to appeal to the Civil Service Commission or City Manager. The Commission or City Manager has the authority to review the performance evaluation for truth and fairness.

The City Manager reserves the privilege to start a new Member at any wage step or move a new Member's pay higher, but no more than the maximum at any time. A new Member's starting wage step shall not exceed an existing Member's wage step for the same position.

ARTICLE 27

Performance Pay

Section 1. Every year, a Member is eligible to receive a bonus based upon job performance and years of service. During the prior fiscal year, all Members will be evaluated by their supervisor. Members receiving a "meets/exceeds expectations" or better, will receive performance pay the following July based on the following schedules:

- 1.333% of base pay after five (5) years of continuous service
- 2.667% of base pay after ten (10) years of continuous service
- 4.000% of base pay after fifteen (15) years of continuous service
- 5.333% of base pay after twenty (20) years of continuous service
- 6.667% of base pay after twenty-five (25) years of continuous service

Section 2. Members receiving a performance evaluation below "meets expectations" will not receive performance pay. Members dissatisfied with their performance rating may appeal the performance evaluation in writing to the City Manager within five (5) days of the evaluation, outlining reasons for the appeal. A meeting will be held with the City Manager to discuss the issue and at the Member's option, a representative of the Bargaining Unit may be present. A final written decision from the City Manager will be rendered within five (5) days of the meeting. This decision shall be final and binding.

ARTICLE 28

Insurance

A. Medical and Hospitalization Coverage.

The basic medical and hospitalization coverage for all employees of the City as of July, 1, 2012 shall be Blue Cross/Blue Shield Community Blue 4 modified. Appendix B titled "Community Blue PPO Benefits-at-a-Glance Plan 4 modified" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums. Employee will pay ten percent (10%) of the health insurance premium using the BCBS illustrated rate and prescription drug illustrative rates and not adjusted by the City.

Prescription drug coverage will be provided to employees receiving medical and hospitalization coverage. Prescription drug insurance will carry \$15/\$30/\$50 co-pays with mandatory generic drug usage and step therapy. Administration of the prescription drug coverage will be performed by a Pharmacy Benefit Manager (PBM) selected by the City. The City reserves the right to change the PBM with 90 days' written notice.

The maximum City cost for the medical and prescription illustrative rates is the Hard Cap from Public Act 152. Employee would pay any premium costs in excess of the Hard Cap.

B. Co-employment Health Insurance Allowance. If a Member's spouse works for the City or the 41-A District Court, the Member is ineligible for medical coverage provided by this Agreement; provided, however, the ineligible Member shall be provided with the Health Insurance Allowance pursuant to Article 28, Section C.

C. Health Insurance Allowance. The City shall provide a program to coordinate and to eliminate overlapping health care coverage. Each Member or retiree who chooses not to enroll in the City-sponsored health care plans, and whose spouse or parent provides coverage, will be paid Three Thousand Dollars (\$3,000) each calendar year that the spouse or parent has coverage. The annual allowance amount will be prorated and paid monthly for every month that the Member is eligible. Payments to retirees will be made annually, in December, to each retiree who has not been enrolled in any City-sponsored health care plan, except that payments will be prorated monthly to meet the dates in this plan. Members are required to show proof of coverage through a spouse's or parents' health care

plan that includes the Member and their dependents before being eligible to receive the Three Thousand Dollars (\$3,000) annual payment.

D. Re-Enrollment Protection. A Member or retiree whose coverage under a spouse's or parents' health care plan ceases to cover the Member and their dependents, must re-enroll in a City-sponsored health care plan. In such cases, the Member will be allowed to enroll in a City-sponsored plan immediately, subject to the appropriate health coverage provider's enrollment requirements.

E. Dental Coverage. The City shall provide at no cost to the Member the Blue Cross/Blue Shield Dental Plan or an equivalent dental plan with coverage as follows:

Class I: Diagnostic services, preventive services, and palliative treatment are covered at seventy-five percent (75%) of reasonable charges.

Class II: Restorative, endodontic, periodonic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at seventy-five percent (75%) of reasonable charges.

Class III: Construction and replacement of dentures and bridges are covered at seventy-five percent (75%) of reasonable charges.

Class IV: Orthodontic services are covered at fifty percent (50%) of reasonable charges.

A Member is entitled to maximum benefits of one thousand dollars (\$1,000) every calendar year. A Member (up to age 19) has a lifetime maximum of two thousand dollars (\$2,000) available for orthodontic services.

F. Life and ADD Insurance. The City will provide Life Insurance with Accidental Death & Dismemberment at no cost to a Member on paid status. Coverage will be computed on the basis of two (2) times base annual salary.

G. Disability Insurance. The City will provide disability insurance with coverage as follows:

Section 1. Short-term disability income for accident or sickness

Short-term disability income benefit sixty percent (60%)

Elimination (waiting) period one (1) day - accident

bargaining agreements. The retiree medical benefits can be amended under this provision only twice in retirement and limited to amendments made in the next two successive collective bargaining agreements. In the event the bargaining unit agrees to no medical, hospitalization, and prescription coverages for current members, the retiree's retiree medical benefits will continue with the coverages applicable at the time the change to no medical benefits for current Members takes effect

The retiree will pay the same premiums, deductibles, and co-pays as active employees; provided, however, that: (i) for members meeting the age and service requirements of this section who retire during the term of this Agreement, the maximum amount of premiums required to be paid for retiree medical benefit coverage is ten percent (10%) of the illustrative rates charged for active employees; and (ii) Members hired by the City between January 1, 2007 and June 30, 2012 are required to pay fifty percent (50%) of the premium for medical coverages upon retirement. Such payments will be invoiced by the City on a monthly basis for the preceding month. If payment is not made by the 15th of the month coverage shall be canceled effective the 1st of the following month.

Effective July 1, 2006, the provisions of Public Act No. 88 of the Michigan Public Acts of 1961, as amended (The Reciprocal Retirement Act) shall be applied in the calculation of years of service when determining the years of service plus age qualifications contained in this Section.

The spouse of a deceased retiree shall continue to receive retiree medical coverage as long as he or she continues to receive a pension from the City, and does not remarry.

The spouse of a deceased retiree that received defined contribution pension benefits shall continue to receive retiree medical benefits so long as the surviving spouse does not remarry.

Upon reaching age sixty-five (65) or eligibility for Medicare, the retired Member and/or spouse must apply for Medicare coverage. The City will provide complimentary coverage with riders to provide a continuation of benefit level.

In the event a retired Member obtains employment from an employer who provides hospitalization and medical coverage, they shall not be covered by the City's hospitalization and medical coverage for the duration of said employment.

M. Retirement Health Savings Plan. The VantageCare Retirement Health Savings (RHS) Plan administered through ICMA-RC allows Members hired after January 1, 2007 to accumulate assets to pay for medical expenses in retirement on

a tax-free basis. For eligible Members, the City will be required to contribute one thousand dollars (\$1,000) on an annual basis (prorated with each biweekly pay) to this Plan.

ARTICLE 29

Retirement Benefits

Section 1. Defined Benefit Plan

A. A Pension Plan will be provided under the terms of Chapter 19 of the City Charter and the applicable sections of Chapter 41 of the City Code, as amended. For purposes of this Agreement, the term "retiree" is defined as a Member who retires by virtue of fulfilling the requirements for retirement contained in this Agreement and has ceased to be an active employee of the City, including Members who retire as a result of a duty disability. Members participating in the Defined Contribution Plan are not eligible for pension benefits as defined in this section.

B. For service earned prior to July 1, 2012, the factor used to determine a Member's pension shall be 2.3 percent (2.3%) times the number of years of service, times the Final Average Compensation. The factor shall be 2 percent (2%) times the number of years of service earned on and after July 1, 2012 times Final Average Compensation. Final Average Compensation shall be based on the best three (3) years of the last ten (10) years. Final Average Compensation shall include all taxable income received, excluding allowances and reimbursements, in computing a Member's contribution and shall include income paid into any deferred compensation plan by the Member. Pension shall be vested after ten (10) years service. The Member's contribution shall be eight percent (8%) of wages used to calculate Final Average Compensation as defined above.

Effective July 1, 2006, the requirements to qualify for a service retirement for Members of this Bargaining Unit shall be years of service plus age totaling seventy-five (75) or more. This paragraph shall supersede all retirement qualification language in the Charter and Pension Ordinance, except those dealing with duty and non-duty death, deferred or disability retirements.

The provisions of Public Act No. 88 of the Michigan Public Acts of 1961, as amended (The Reciprocal Retirement Act) shall be applied in the calculation of years of service when determining the years of service plus age qualifications contained in this Section.

In the event a Member dies with ten (10) or more years of service, survivor pension benefits will be provided to the deceased Member's spouse in accordance with Section 28-34 of the City Code, as amended, by an amendment to reduce the credited years of service requirement for a death in service pension from twenty (20) years to ten (10) years.

A retiree who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of their life, should the retiree predecease said beneficiary, may on a one time basis revert to one hundred percent (100%) of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the Member/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employee Retirement System actuaries.

The Internal Revenue Service has declared the Member's pension contribution as deferred compensation and, therefore, not subject to withholding taxes.

Section 2. Annuity Withdrawal.

Members in the Bargaining Unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

- A. Definition - The annuity withdrawal is the option that allows the withdrawal of a Member's accumulated contribution (with interest) at retirement thereby forfeiting the portion of the retirement allowance financed by the Member's contributions.
- B. A Member wishing to elect this option must make written application to the General Employee Retirement System Pension Board no later than one hundred twenty (120) days prior to the effective date of retirement.
- C. The Pension Board shall issue the Member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board; provided, however, under no circumstances can it be increased.
- D. The City and Bargaining Unit agree that the Merrill-Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the Member's retirement date shall be used. This option is only available for normal service retirement. A

Member who elects the annuity withdrawal option shall have his or her annual pension reduced accordingly as determined by the General Employee Retirement System actuaries.

- E. Member contributions for prior municipal service buybacks are not included in an annuity withdrawal.
- F. Duty disabled retirees shall be allowed the option to take their annuity withdrawal under this Section at the time of their duty disability retirement rather than at the time of conversion to a regular service retirement.

Section 3. Defined Contribution Plan.

- A. Mandatory Participation. All employees hired by the City after January 1, 2002 who become Members of the Bargaining Unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the City Code, as amended; provided, however, an employee of the City participating in the pension plan provided under the terms of Chapter 19 of the City Charter and the applicable sections of Chapter 41 of the City Code, as amended at the time of becoming a Member of this Bargaining Unit shall continue such participation in accordance with the provisions of Article 29, Section 1 of this Agreement. Defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City Charter or Article II of Chapter 41 of the City Code as amended.

A Member's contribution shall be a minimum of five percent (5%) of gross earnings up to the maximum allowable voluntary contribution under the Internal Revenue Code and regulations. The City's contribution shall be four percent (4%) of base salary. Members shall vest after five (5) years.

- B. 2. Enhanced Contribution Benefit. Effective January 1, 2007, a Member identified at Appendix C as eligible for an enhanced contribution benefit shall receive retirement benefits through a defined contribution plan on the terms set forth in Article 29, Section 3.A., for new hires; provided, however, that the City's contribution shall be four percent (4 %) of gross earnings

Section 4. Life Insurance

Retirees shall be provided a twenty thousand dollar (\$20,000) term life insurance policy to be effective until age 70. The premium for this policy shall be paid by the City.

ARTICLE 30

Part-Time Employment

The City has the right to hire Part-Time Members on the following terms and conditions:

- A. The City may hire Part-Time Members, provided that the ratio of Full-Time to Part-Time Members is not less than sixty-five (65) to thirty-five (35) percent.
- B. Part-Time Members may work up to but not in excess of 1,500 hours per fiscal year.
- C. Part-Time Members will be paid eighty percent (80%) of the hourly rate at each step of the corresponding full-time position as listed in the attached Appendix A.
- D. Part-Time Members will be represented by the Bargaining Unit pursuant to Article I of this Agreement.
- E. Annually on July 1st, Part-Time Members will be credited with five (5) days (thirty hours) of "Paid Time Off" (PTO). Part-Time Members may use PTO only in full-day (six hours) increments as sick, vacation, or personal paid time off, provided City Administration is provided with at least twenty-four (24) advance notice in the case of vacation or personal paid time off and at least two (2) hour advance notice in the case of sickness. PTO does not accrue and is lost if not utilized by June 30th annually. There is no pay-out of unused PTO in the event a Part-Time Member ceases to be employed.
- F. A City retiree who is a participant in the general employee defined benefit retirement system may be re-employed by the City in a part-time position under the terms and conditions of this Article for a maximum of two-years. The City retiree is subject to the requirements of the City's normal hiring procedure and this part-time employment is subject to the limitation set forth in Section A of this Article. The above section E would apply to a rehired retiree.
- G. Part-time Members, including those hired pursuant to Section F of this Article, are not entitled to any of the employment and/or post-employment wages or benefits provided to full-time Members pursuant to this Agreement. The part-time employment of a City retiree hired pursuant Section F of this Article will not increase pension benefits and will not

count as pension credited service. Bargaining unit seniority for a City retiree hired pursuant to Section F of this Article will be calculated from the date of reemployment as a Part-Time Member.

ARTICLE 31

Educational Assistance

Section 1. This program is offered to encourage Members to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

Section 2. The following provisions are established to govern the administration of the City's Educational Assistance Program.

- A. Application for Educational Assistance may be made by any full time permanent Member who has completed their designated probationary period.
- B. An application will not be considered if the Member is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which they are eligible, or received for the same course and reimbursement in accordance with this Article.
- C. An application will be approved by the department manager and City Manager only, for courses related to the Member's present position or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
- D. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five percent (75%) reimbursement for tuition, lab fees, and required textbooks to a maximum of two thousand dollars (\$2,000) per year for undergraduate studies and three thousand dollars (\$3,000) per year for graduate and post graduate studies with the total maximum reimbursement not to exceed three thousand dollars (\$3,000)

per year. To be eligible for educational assistance, a Member must receive at least a "C" grade or the numerical equivalent, or a "satisfactory" or "passing" in nongraded courses. There shall be a one hundred dollar (\$100) limitation per fiscal year for non-credit courses. If a Member terminates employment with the City within one year of completing course work, the Member must reimburse the City for any education assistance that the Member received in that one-year period prior to termination.

- F. Members must submit an official school transcript showing a final grade received. Members shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, a Member's successful completion of the course, and adherence to the policies and procedures.
- H. Expenses such as student fees, parking, mileage, etc. shall not be part of the Educational Assistance Program.
- I. Applicants under this program shall attend classes on their own time and without compensation from the City.

ARTICLE 32

New Full-Time Hires Paid Time Off

In lieu of the Vacation Leave, Sick Leave and Personal Time benefits provided under Articles 21 and 22 of this agreement, full-time Members hired after July 1, 2015 shall be allotted paid time off (PTO) annually on their anniversary date in accordance with the following schedule:

On date of hire	Eight (8) days	64 hours
After 1 year of continuous service	Eighteen (18) days	144 hours
After 5 years of continuous service	Twenty-three (23) days	184 hours
After 10 years of continuous service	Twenty-six (26) days	208 hours
After 20 years of continuous service	Twenty-eight (28) days	224 hours

Full-time Members may carry-over not more than seven (7) days (=56 hours) of PTO into a new service year. Any unused PTO in excess of the seven (7) days being carried over is lost at year-end. Unused PTO is lost in the case of a full-time Member's retirement, resignation, or death.

The use of PTO is subject to approval in advance by the Employer but may be requested for use for any reason by the full-time Member. PTO shall be available for use by the full-time Member in one (1) hour or more increments, if approved by the City Manager.

ARTICLE 33

Termination of Agreement

Section 1. THIS AGREEMENT shall be in full force and effect from July 1, 2015 to and including June 30, 2018 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2018, or any period of any subsequent termination date of this Agreement, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions

Section 3. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Bargaining Unit shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

City of Sterling Heights

Michigan Association of Public Employees (MAPE)



Michael C. Taylor, Mayor



Joe O'Connor, Business Agent



Mark Carufel, City Clerk



Steve Deon, Chairperson

Date: 7-7-15

Date: 7/17/15

APPENDIX A

Wage Ranges

MAPE Supervisors Group
Full-Time hired before July 1, 2012

July 1, 2015

0%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
<u>Broadcast Services Manager</u>						
<u>City Development Manager</u>						
<u>Economic Development Manager</u>						
<u>Engineering Services Manager</u>						
<u>Purchasing Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.6350	41.6180	43.6990	45.8840	48.1770	49.1400
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>City Assessor</u>						
<u>City Planner</u>						
<u>Controller</u>						
<u>Parks & Recreation Manager</u>						
<u>Treasurer</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.6170	43.6980	45.8820	48.1760	50.5840	51.5970
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76
<u>Building Official/Facilities Maint. Mgr.</u>						
<u>City Engineer</u>						
ANNUAL	92,447	97,067	101,920	107,018	112,369	114,616
hrly	44.4460	46.6670	49.0000	51.4510	54.0240	55.1040
bi-weekly	3,555.68	3,733.36	3,920.00	4,116.08	4,321.92	4,408.32
<u>Comm. Services/Library Director</u>						
<u>Information Technology Director</u>						
ANNUAL	92,896	97,541	102,419	107,540	112,916	115,175
hrly	44.6620	46.8950	49.2400	51.7020	54.2870	55.3730
bi-weekly	3,572.96	3,751.60	3,939.20	4,136.16	4,342.96	4,429.84

MAPE Supervisors Group
Full-Time hired after July 1, 2012

July 1, 2015

0%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F	6 Year G	7 Year H
<u>Broadcast Services Manager</u>								
<u>City Development Manager</u>								
<u>Economic Development Manager</u>								
<u>Engineering Services Manager</u>								
<u>Purchasing Manager</u>								
ANNUAL	74,196	77,909	81,804	85,894	90,187	91,990	96,589	102,211
hrly	35.6710	37.4560	39.3290	41.2950	43.3590	44.2260	46.4370	49.1400
bi-weekly	2,853.68	2,996.48	3,146.32	3,303.60	3,468.72	3,538.08	3,714.96	3,931.20
<u>City Assessor</u>								
<u>City Planner</u>								
<u>Controller*</u>								
<u>Parks & Recreation Manager**</u>								
<u>Treasurer**</u>								
ANNUAL	77,907	81,802	85,891	90,185	94,693	96,589	101,418	107,321
hrly	37.4550	39.3280	41.2940	43.3580	45.5260	46.4370	48.7590	51.5970
bi-weekly	2,996.40	3,146.24	3,303.52	3,468.64	3,642.08	3,714.96	3,900.72	4,127.76
<u>Building Official/Facilities Maint. Mgr.</u>								
<u>City Engineer</u>								
ANNUAL	83,202	87,360	91,728	96,307	101,132	103,154	108,312	114,616
hrly	40.0010	42.0000	44.1000	46.3010	48.6210	49.5930	52.0730	55.1040
bi-weekly	3,200.08	3,360.00	3,528.00	3,704.08	3,889.68	3,967.44	4,165.84	4,408.32
<u>Comm. Services/Library Director</u>								
<u>Information Technology Director</u>								
ANNUAL	83,606	87,787	92,177	96,786	101,624	103,658	108,840	115,175
hrly	40.1950	42.2050	44.3160	46.5320	48.8580	49.8360	52.3270	55.3730
bi-weekly	3,215.60	3,376.40	3,545.28	3,722.56	3,908.64	3,986.88	4,186.16	4,429.84

* Present Controller hired after 7/1/12 move to 3 year step on 7/1/15; move to 4 year step on anniversary date.

**Present Treasurer and Parks & Recreation Manager move to 5 year step on 7/1/15; move to next step on anniversary date.

MAPE Supervisors Group
Part-Time Hourly Rates (80%)
(1,500 hours maximum per year)

July 1, 2015

0%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
<u>Broadcast Services Manager</u> <u>City Development Manager</u> <u>Economic Development Manager</u> <u>Engineering Services Manager</u> <u>Purchasing Manager</u> hrly	31.7080	33.2944	34.9592	36.7072	38.5416	39.3120
<u>City Assessor</u> <u>City Planner</u> <u>Controller</u> <u>Parks & Recreation Manager</u> <u>Treasurer</u> hrly	33.2936	34.9584	36.7056	38.5408	40.4672	41.2776
<u>Building Official/Facilities Maint. Mgr.</u> <u>City Engineer</u> hrly	35.5568	37.3336	39.2000	41.1608	43.2192	44.0832
<u>Comm. Services/Library Director</u> <u>Information Technology Director</u> hrly	35.7296	37.5160	39.3920	41.3616	43.4296	44.2984

Re-employment of Retirees
(Full-time, 2080 Hours, No Benefits)

Position	A
<u>Purchasing Manager</u>	
ANNUAL	68,992
hrly	33.1695
bi-weekly	2,653.56
<u>City Planner</u>	
ANNUAL	77,742
hrly	37.3760
bi-weekly	2,990.08

MAPE Supervisors Group
Full-Time hired before July 1, 2012

July 1, 2016

1.5%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
<u>Broadcast Services Manager</u>						
<u>City Development Manager</u>						
<u>Economic Development Manager</u>						
<u>Engineering Services Manager</u>						
<u>Purchasing Manager</u>						
ANNUAL	83,677	87,863	92,257	96,870	101,711	103,744
hrly	40.2295	42.2423	44.3545	46.5723	48.8997	49.8771
bi-weekly	3,218.36	3,379.38	3,548.36	3,725.78	3,911.97	3,990.17
<u>City Assessor</u>						
<u>City Planner</u>						
<u>Controller</u>						
<u>Parks & Recreation Manager</u>						
<u>Treasurer</u>						
ANNUAL	87,861	92,255	96,866	101,709	106,792	108,931
hrly	42.2413	44.3535	46.5702	48.8986	51.3428	52.3710
bi-weekly	3,379.30	3,548.28	3,725.62	3,911.89	4,107.42	4,189.68
<u>Building Official/Facilities Maint. Mgr.</u>						
<u>City Engineer</u>						
ANNUAL	93,834	98,523	103,448	108,623	114,055	116,335
hrly	45.1127	47.3670	49.7350	52.2228	54.8344	55.9306
bi-weekly	3,609.02	3,789.36	3,978.80	4,177.82	4,386.75	4,474.44
<u>Comm. Services/Library Director</u>						
<u>Information Technology Director</u>						
ANNUAL	94,290	99,004	103,955	109,153	114,610	116,903
hrly	45.3319	47.5984	49.9786	52.4775	55.1013	56.2036
bi-weekly	3,626.55	3,807.87	3,998.29	4,198.20	4,408.10	4,496.29

MAPE Supervisors Group
Full-Time hired after July 1, 2012

July 1, 2016

1.5%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F	6 Year G	7 Year H
<u>Broadcast Services Manager</u>								
<u>City Development Manager</u>								
<u>Economic Development Manager</u>								
<u>Engineering Services Manager</u>								
<u>Purchasing Manager</u>								
ANNUAL	75,308	79,077	83,031	87,182	91,539	93,369	98,037	103,744
hrly	36.2061	38.0178	39.9189	41.9144	44.0094	44.8894	47.1336	49.8771
bi-weekly	2,896.49	3,041.43	3,193.51	3,353.15	3,520.75	3,591.15	3,770.68	3,990.17
<u>City Assessor</u>								
<u>City Planner</u>								
<u>Controller</u>								
<u>Parks & Recreation Manager</u>								
<u>Treasurer</u>								
ANNUAL	79,074	83,029	87,179	91,537	96,114	98,037	102,940	108,931
hrly	38.0168	39.9179	41.9134	44.0084	46.2089	47.1336	49.4904	52.3710
bi-weekly	3,041.35	3,193.43	3,353.07	3,520.67	3,696.71	3,770.69	3,959.23	4,189.68
<u>Building Official/Facilities Maint. Mgr.</u>								
<u>City Engineer</u>								
ANNUAL	84,450	88,670	93,103	97,750	102,648	104,700	109,936	116,335
hrly	40.6010	42.6300	44.7615	46.9955	49.3503	50.3369	52.8541	55.9306
bi-weekly	3,248.08	3,410.40	3,580.92	3,759.64	3,948.03	4,026.95	4,228.33	4,474.44
<u>Comm. Services/Library Director</u>								
<u>Information Technology Director</u>								
ANNUAL	84,859	89,103	93,559	98,238	103,149	105,213	110,472	116,903
hrly	40.7979	42.8381	44.9807	47.2300	49.5909	50.5835	53.1119	56.2036
bi-weekly	3,263.83	3,427.05	3,598.46	3,778.40	3,967.27	4,046.68	4,248.95	4,496.29

MAPE Supervisors Group
Part-Time Hourly Rates (80%)
(1,500 hours maximum per year)

July 1, 2016

1.5%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
<u>Broadcast Services Manager</u> <u>City Development Manager</u> <u>Economic Development Manager</u> <u>Engineering Services Manager</u> <u>Purchasing Manager</u> hrly	32.1836	33.7938	35.4836	37.2578	39.1197	39.9017
<u>City Assessor</u> <u>City Planner</u> <u>Controller</u> <u>Parks & Recreation Manager</u> <u>Treasurer</u> hrly	33.7930	35.4828	37.2562	39.1189	41.0742	41.8968
<u>Building Official/Facilities Maint. Mgr.</u> <u>City Engineer</u> hrly	36.0902	37.8936	39.7880	41.7782	43.8675	44.7444
<u>Comm. Services/Library Director</u> <u>Information Technology Director</u> hrly	36.2655	38.0787	39.9829	41.9820	44.0810	44.9629

Re-employment of Retirees
(Full-time, 2080 Hours, No Benefits)

Position	A
<u>Purchasing Manager</u>	
ANNUAL	68,992
hrly	33.1695
bi-weekly	2,653.56
<u>City Planner</u>	
ANNUAL	77,742
hrly	37.3760
bi-weekly	2,990.08

MAPE Supervisors Group
Full-Time hired before July 1, 2012

July 1, 2017

1.0%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
<u>Broadcast Services Manager</u>						
<u>City Development Manager</u>						
<u>Economic Development Manager</u>						
<u>Engineering Services Manager</u>						
<u>Purchasing Manager</u>						
ANNUAL	84,514	88,742	93,179	97,839	102,728	104,781
hrly	40.6318	42.6647	44.7980	47.0380	49.3887	50.3759
bi-weekly	3,250.55	3,413.18	3,583.84	3,763.04	3,951.09	4,030.07
<u>City Assessor</u>						
<u>City Planner</u>						
<u>Controller</u>						
<u>Parks & Recreation Manager</u>						
<u>Treasurer</u>						
ANNUAL	88,740	93,177	97,834	102,726	107,860	110,020
hrly	42.6637	44.7970	47.0359	49.3876	51.8562	52.8947
bi-weekly	3,413.09	3,583.76	3,762.87	3,951.01	4,148.50	4,231.57
<u>Building Official/Facilities Maint. Mgr.</u>						
<u>City Engineer</u>						
ANNUAL	94,772	99,508	104,483	109,709	115,196	117,498
hrly	45.5638	47.8407	50.2324	52.7450	55.3827	56.4899
bi-weekly	3,645.11	3,827.25	4,018.59	4,219.60	4,430.62	4,519.19
<u>Comm. Services/Library Director</u>						
<u>Information Technology Director</u>						
ANNUAL	95,233	99,994	104,995	110,244	115,756	118,072
hrly	45.7852	48.0744	50.4784	53.0023	55.6523	56.7656
bi-weekly	3,662.82	3,845.95	4,038.27	4,240.18	4,452.19	4,541.25

MAPE Supervisors Group
Full-Time hired after July 1, 2012

July 1, 2017

1.0%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F	6 Year G	7 Year H
<u>Broadcast Services Manager</u>								
<u>City Development Manager</u>								
<u>Economic Development Manager</u>								
<u>Engineering Services Manager</u>								
<u>Purchasing Manager</u>								
ANNUAL	76,061	79,867	83,861	88,053	92,454	94,303	99,018	104,781
hrly	36.5681	38.3980	40.3181	42.3336	44.4495	45.3383	47.6049	50.3759
bi-weekly	2,925.45	3,071.84	3,225.45	3,386.69	3,555.96	3,627.06	3,808.39	4,030.07
<u>City Assessor</u>								
<u>City Planner</u>								
<u>Controller</u>								
<u>Parks & Recreation Manager</u>								
<u>Treasurer</u>								
ANNUAL	79,865	83,859	88,051	92,452	97,075	99,018	103,969	110,020
hrly	38.3970	40.3171	42.3325	44.4485	46.6710	47.6049	49.9853	52.8947
bi-weekly	3,071.76	3,225.37	3,386.60	3,555.88	3,733.68	3,808.39	3,998.82	4,231.57
<u>Building Official/Facilities Maint. Mgr.</u>								
<u>City Engineer</u>								
ANNUAL	85,294	89,557	94,034	98,728	103,675	105,747	111,035	117,498
hrly	41.0070	43.0563	45.2091	47.4655	49.8438	50.8403	53.3826	56.4899
bi-weekly	3,280.56	3,444.50	3,616.73	3,797.24	3,987.51	4,067.22	4,270.61	4,519.19
<u>Comm. Services/Library Director</u>								
<u>Information Technology Director</u>								
ANNUAL	85,708	89,994	94,495	99,220	104,180	106,265	111,577	118,072
hrly	41.2059	43.2665	45.4305	47.7023	50.0868	51.0894	53.6430	56.7656
bi-weekly	3,296.47	3,461.32	3,634.44	3,816.18	4,006.94	4,087.15	4,291.44	4,541.25

MAPE Supervisors Group
Part-Time Hourly Rates (80%)
(1,500 hours maximum per year)

July 1, 2017

1.0%

Position	Start A	1 Year B	2 Year C	3 Year D	4 Year E	5 Year F
<u>Broadcast Services Manager</u> <u>City Development Manager</u> <u>Economic Development Manager</u> <u>Engineering Services Manager</u> <u>Purchasing Manager</u> hrly	32.5055	34.1318	35.8384	37.6304	39.5109	40.3007
<u>City Assessor</u> <u>City Planner</u> <u>Controller</u> <u>Parks & Recreation Manager</u> <u>Treasurer</u> hrly	34.1309	35.8376	37.6287	39.5101	41.4850	42.3157
<u>Building Official/Facilities Maint. Mgr.</u> <u>City Engineer</u> hrly	36.4511	38.2725	40.1859	42.1960	44.3062	45.1919
<u>Comm. Services/Library Director</u> <u>Information Technology Director</u> hrly	36.6282	38.4595	40.3827	42.4018	44.5219	45.4125

Re-employment of Retirees
(Full-time, 2080 Hours, No Benefits)

Position	A
<u>Purchasing Manager</u>	
ANNUAL	68,992
hrly	33.1695
bi-weekly	2,653.56
<u>City Planner</u>	
ANNUAL	77,742
hrly	37.3760
bi-weekly	2,990.08

APPENDIX B

Benefits at a Glance

Community Blue 4 modified



**Blue Cross
Blue Shield
of Michigan**

CITY OF STERLING HEIGHTS

0070060750030

Effective Date: 07/01/2015

The information contained herein provides a general summary of your group's health care benefits. It is not a contract. This summary may not reflect additional limitations or exclusions that apply to covered services or the most recent updates to BCBSM certificates, riders, plan modifications and/or changes that your group may be making to your coverage. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. You can also contact your health care administrator or call the customer service phone number printed on the back of your ID card if you have additional questions regarding your health care benefits.

Note: To be eligible for coverage, the following services require your provider to obtain approval **before** they are provided select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Eligibility Information

Member	Eligibility Criteria
Dependents and Sponsored dependents	<ul style="list-style-type: none"> Subscriber's legal spouse Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26 Sponsored dependents: Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Benefits	In-Network	Out-of-Network
Deductibles	\$750 for one member, \$1,500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived for covered services performed in an in-network physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also count toward the in-network deductible, if applicable.
Flat dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits and office consultations \$20 copay for chiropractic services and osteopathic manipulative therapy \$100 copay for emergency room visits 	\$100 copay for emergency room visits
Coinsurance amounts (percent copays)	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 20% of approved amount for mental health care and substance abuse treatment 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 40% of approved amount for mental health care and substance abuse treatment 40% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	\$1,500 for one member, \$3,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drug, if applicable	\$5,100 one member, \$10,200 for two or more members each calendar year (indexes annually)	\$10,200 for one member, \$20,400 for two or more members each calendar year (indexes annually) Note: Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-Network	Out-of-Network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

Benefits	In-Network	Out-of-Network
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance.	One per member per calendar year 60% after out-of-network deductible

Physician office services

Benefits	In-Network	Out-of-Network
Office visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$20 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible

Emergency medical care

Benefits	In-Network	Out-of-Network
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits	In-Network	Out-of-Network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-Network	Out-of-Network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-Network	Out-of-Network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	80% after in-network deductible	60% after out-of-network deductible
Note: Nonemergency services must be rendered in a participating hospital		Unlimited days
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-Network	Out-of-Network
Skilled nursing care and related physician services - must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Home health care:	80% after in-network deductible	80% after in-network deductible
<ul style="list-style-type: none"> • must be medically necessary • must be provided by a participating home health care agency 		Limited to a maximum of 120 days per member per calendar year. Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)

Benefits	In-Network	Out-of-Network
Infusion therapy: <ul style="list-style-type: none"> • must be medically necessary • must be given by participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-Network	Out-of-Network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males	80% after in-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see "Preventive care services."		
Voluntary abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants

Benefits	In-Network	Out-of-Network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders. This means when these services are performed by an in-network provider, you will have no in-network deductible. You will be responsible for the flat-dollar member copay that applies to office visits. When these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of-network services.

Benefits	In-Network	Out-of-Network
Inpatient mental health care	80% after in-network deductible	60% after out-of-network deductible
Inpatient substance abuse treatment	80% after in-network deductible	Unlimited days 60% after out-of-network deductible
Residential psychiatric treatment facility: <ul style="list-style-type: none"> • covered mental health services must be performed in a residential psychiatric treatment facility • treatment must be preauthorized • subject to medical criteria 	80% after in-network deductible	Unlimited days 60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> • Facility and clinic 	80% after in-network deductible	80% after in-network deductible - in participating facilities only
<ul style="list-style-type: none"> • Physician's office 	80% after in-network deductible	60% after out-of-network deductible

Benefits

Outpatient substance abuse treatment - in approved facilities only

In-Network

80% after in-network deductible

Out-of-Network

60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment**Benefits**

Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization

In-Network

80% after in-network deductible

Out-of-Network

80% after in-network deductible

Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.

Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder

80% after in-network deductible

60% after out-of-network deductible

Physical, speech and occupational therapy with an autism diagnosis is unlimited

Other covered services, including mental health services, for autism spectrum disorder

80% after in-network deductible

60% after out-of-network deductible

Other covered services**Benefits**

Outpatient Diabetes Management Program (ODMP)

In-Network

80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training

Out-of-Network

60% after out-of-network deductible

Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.**Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.

Allergy testing and therapy

100% (no deductible or copay/coinsurance)

60% after out-of-network deductible

Chiropractic spinal manipulation and osteopathic manipulative therapy

\$20 copay per office visit

60% after out-of-network deductible

Limited to a combined 24-visit maximum per member per calendar year

Outpatient physical, speech and occupational therapy - provided for rehabilitation

80% after in-network deductible

60% after out-of-network deductible

Note: Services at nonparticipating outpatient physical therapy facilities are not covered.

Limited to a combined 60-visit maximum per member per calendar year

Durable medical equipment

80% after in-network deductible

80% after in-network deductible

Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.

Prosthetic and orthotic appliances

80% after in-network deductible

80% after in-network deductible

Private duty nursing care

50% after in-network deductible

50% after in-network deductible

Prescription drugs

Not covered

Not covered

APPENDIX C

SCHEDULE OF MEMBERS PARTICIPATING IN
DEFINED CONTRIBUTION PLAN AS OF JULY 1, 2006

<u>Name</u>	<u>Eligible for Enhanced Contribution Benefit</u>
Steve Deon	Yes
Leslie Reinhart	Yes

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF STERLING HEIGHTS (City)

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
SUPERVISORY EMPLOYEES (UNION)

The City and the Union agree that the collective bargaining agreement (CBA) for the period July 1, 2015 through June 30, 2018 is amended by the following terms and conditions:

I. Continuation of Re-Employment of Retirees on Full-time Basis.

1. Subject to the terms and conditions of this Memorandum of Understanding (MOU), the City agrees to continue the re-employment of the following members of the Union who are participants in the General Employees Retirement System (GERS) due to retirement through the dates specified below:

<u>Member</u>	<u>Re-Employment End Date</u>
a. City Planner	June 30, 2016
b. Purchasing Manager	June 30, 2018

During the term of re-employment, a retiree in one of the foregoing positions may be a member of the Union.

2. A retiree rehired by the City pursuant to this MOU shall be compensated as a salaried employee in accordance with the following schedule:
 - a. City Planner – an annual salary equivalent to \$77,742 based upon an hourly rate \$37.376 times 2,080 hours
 - b. Purchasing Manager – an annual salary equivalent to \$68,992 based upon an hourly rate \$33.169 times 2,080 hours
3. A retiree re-employed by the City pursuant to this MOU shall, at a minimum, work normal hours (40 hours per week) and work days established for City Hall business, but are not entitled to compensatory time for working in excess of this schedule.
4. Paid Time Off (PTO). A retiree rehired by the City pursuant to this MOU shall be afforded PTO in accordance with the following schedule:
 - a. City Planner - On July 1, 2015, the City Planner shall be allotted 224 hours of Paid Time Off (PTO) to be used in fiscal year 2015-2016 in accordance with the terms and

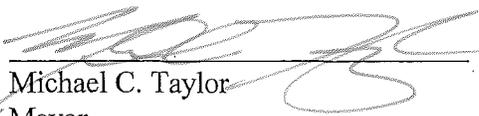
conditions of Article 32 of the CBA. PTO is in lieu of vacation leave, sick leave and personal time benefits. There is no payout of unused PTO upon the City Planner's separation from employment due to resignation, re-employment end date, or death.

- b. Purchasing Manager – On the anniversary date of his re-hiring, the Purchasing Manager will be allotted 224 hours of Paid Time Off (PTO) to be used in accordance with the terms and conditions of Article 32 of the CBA. PTO is in lieu of vacation leave, sick leave and personal time benefits. The Purchasing Manager may carry-over 56 hours of PTO into a new service year, otherwise unused PTO is lost. There is no payout of unused PTO upon the Purchasing Manager's separation from employment due to resignation, re-employment end date, or death.
5. Other than salary and PTO, a retiree re-employed by the City shall not receive any other wages or benefits provided to current members pursuant to the CBA. The pension and retirement benefits of a retiree rehired pursuant to this section shall not be suspended during the term of re-employment
6. Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the grievance procedure.

This memorandum of understanding does not establish any past practice or precedence for any future related situation, for either party, after June 30, 2018 nor shall it be used as evidence in any grievance arbitration, interest arbitration, or other proceeding after June 30, 2018.

FOR THE CITY

FOR THE UNION



Michael C. Taylor
Mayor



Joe O'Conner
Business Agent



Mark Carufel
City Clerk



Steve Deon
Union Chairperson

Date: 7-7-15

Date: 7/17/15

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
SUPERVISORY EMPLOYEES (UNION)

It is hereby agreed and understood by the City and Union, that the 2015 - 2018 collective bargaining agreement between the parties shall be amended to incorporate the following terms and conditions:

The City and Union agree that if, during the term of the 2015 - 2018 collective bargaining agreement (Agreement), any other general (non-312 eligible) employee bargaining unit receives a health care plan superior to the plan(s) agreed to under the Agreement, the Union membership shall receive the superior plan, provided the Union membership makes the same contributions required of the other bargaining unit's membership.

FOR THE CITY

FOR THE UNION



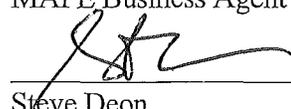
Michael C. Taylor
Mayor



Joe O'Connor
MAPE Business Agent



Mark Carufel
City Clerk



Steve Deon
Union Chairperson

7-7-15

Date

7/17/15

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF STERLING HEIGHTS (CITY)
AND
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
SUPERVISORY EMPLOYEES (UNION)

It is hereby agreed and understood by the parties that the 2015 – 2018 collective bargaining agreement shall be and hereby is amended to incorporate the following terms and conditions:

A member who retires during the term of the 2015 – 2018 collective bargaining agreement with 10 years of service and having attained age 60 qualifies for retiree health insurance for the member and member's spouse as provided for in the collective bargaining agreement; provided, however, that this Memorandum of Understanding does not apply to Members hired after July 1, 2012, who are not eligible for retiree medical benefits pursuant to Article 28 L of the collective bargaining agreement.

This Memorandum of Understanding expires June 30, 2018.

This action does not establish any past practice or precedent for any future related situation, for either party, nor shall it be used as evidence in any grievance arbitration, interest arbitration, or other proceeding.

FOR THE CITY

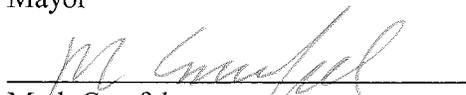
FOR THE UNION



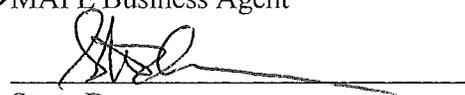
Michael C. Taylor
Mayor



Joe G. Connor
MAPE Business Agent



Mark Carufel
City Clerk



Steve Deon
Union Chairperson

7-7-15

Date

7/17/15

Date

J:\STERLING\Labor\2015 Negotiations\MAPE Supervisory\MOU re Retiree Medical for age plus service equal 70.doc

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS

AND

UNITED AUTO WORKERS, UNIT 41 OF LOCAL 412
SUPERVISORY EMPLOYEES (UNION)

It is hereby agreed and understood by the City and Union, that the 2012 - 2014 collective bargaining agreement between the parties shall be amended to incorporate the following terms and conditions:

I. Re-Employment of Retiree on Full-time Basis.

1. In the sole and absolute discretion of the City, a retiree who is a recipient of benefits as a participant in the City's defined benefit plan (General Employees Retirement System) or defined contribution plan may be rehired full-time in a Union position, subject to the terms and conditions of this MOU.

The term of employment of a retiree rehired pursuant to this MOU ends June 30, 2015, unless extended by agreement of the parties. A retiree rehired in a Union position shall be a member of the Union for the duration of the term of employment. The City reserves the right to assign additional job titles and duties that are consistent with the City Charter to a Union position.

A retiree rehired by the City pursuant to this MOU shall be compensated as a salaried employee at a salary equivalent to 67.5% of the hourly rate at the respective position's top step times 2,080 hours

2. A retiree rehired by the City pursuant to this MOU shall, at a minimum, work normal hours (40 hours per week) and work days established for City Hall business, but are not entitled to compensatory time for working in excess of this schedule.

On the date of rehire, and annually on this date thereafter, a re-employed retiree will be credited with vacation days in a number equivalent to the number of days the retiree would have been allocated for the retiree's next continuous year of service had the retiree not retired. Unused vacation days do not accrue and are lost if not utilized by the anniversary date of being rehired. There is no payout of unused vacation time upon any separation from employment. Other than salary and vacation time, a retiree rehired pursuant to this section shall not receive any other wages or benefits provided to current members. The pension and retirement benefits of a retiree rehired pursuant to this section shall not be suspended during the term of re-employment

II. Other Terms and Conditions.

1. The term of the Collective Bargaining Agreement between the City and the Union for the period of July 1, 2012 through June 30, 2014 is extended for an additional year through June 30, 2015 and concessions granted by the Union shall carry forward through the extended one-

year term.

The term of employment for a retiree rehired prior to June 30, 2013 as a part-time employee under the current Collective Bargaining Agreement may be extended through June 30, 2015. The term of employment for a retiree rehired after July 1, 2013 as a part-time employee under the current Collective Bargaining Agreement is limited to a maximum of two years.

The term of this MOU shall also expire on June 30, 2015, unless extended upon mutual agreement of the parties.

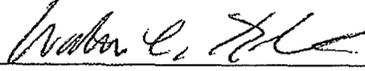
2. Any dispute regarding the interpretation and/or application of this MOU shall be addressed pursuant to the terms of the grievance procedure.

This memorandum of understanding does not establish any past practice or precedence for any future related situation, for either party, after June 30, 2015 nor shall it be used as evidence in any grievance arbitration, interest arbitration, or other proceeding after June 30, 2015.

FOR THE CITY

FOR THE BARGAINING UNIT


Richard Notte
Mayor


Walter C. Blessed
City Clerk

FEBRUARY 5, 2013
Date


Jeff Elgert, Staff Representative
International Representative UAW


Steve Deon
Unit Chairperson

2/27/13
Date



VERANDAS
• Active Luxe Villages •

Life Made in the Shade

MOCERI
STRUCTURE • INTEGRITY • TRADITION®

Raymond Hearn
Golf Course Designs, Inc.

giffels
webster

Fieldstone
ARCHITECTURE & ENGINEERING







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Imagine

being surrounded by gorgeous landscapes, mature trees, stunning homes and all on a legendary golf course nestled in the heart of Sterling Heights.

Imagine

carefree living, in the home of your dreams, with amenities and services customized for you and your family.

Imagine

all of this, in the prime of your life, when you can enjoy it most!

Imagine

yourself at Verandas...



Retired, working, or looking for the next adventure, Verandas is ideal and convenient living for those **55 AND BOLDER**. Offering single and multi-story, luxury- living for purchase or lease, all with attached garages, surrounded by the beauty and mystique of the redesigned Maple Lane Golf Club, artfully landscaped walking trails, family-friendly courtyards, parks and playscapes, this community has it all.

Sterling Heights and Macomb County are uniquely positioned to offer older residents this style of living. In the next ten years, the growth rate for those 55+ in the region is 24%, compared to a -1% growth rate for those 55 and younger. This growth inequity is even wider when looking at SEMCOG's 2040 forecast, there will be a 34% increase in 55+ with a -1% growth rate for those under 55. Verandas is the ideal location for those 55 and BOLDER who want flexibility to buy or lease, but also want the stability of an established community – all with the aesthetic and amenities of a planned development surrounding a beautiful golf course. Sterling Height's proposed Master Plan even speaks to the need to “diversify its housing stock by encouraging and allowing, where appropriate, housing types which enable citizens to Age-in-Place..”



With 807 homes, on 288 acres, the Verandas will include cottages, townhouses, duets, and ranch homes, two and three-bedroom apartments and a senior living community. Luxury living options at Verandas include:

GROVES AT VERANDAS

205 detached single-family homes with almost 2,000 square feet. Each home has two or three bedrooms and 1.5 baths on one convenient floor, including laundry and an attached 2-car garage. With backyard decks and ample outdoor seating, the Groves offers views of the golf course and park space just steps away.

20 duets offering 1,700 square feet with two bedrooms, two full bathrooms and an optional loft space. Dramatic features include an open foyer, great room and ample dining room as well as screened porches for outdoor living.

TERRACES AT VERANDAS

108 ranch homes with an edgy vibe and incredible features including a gourmet kitchen, large walk-in closets and full size washers and dryers. Each home offers outside living space to entertain.

36 well-appointed townhomes with sophisticated style including designer flooring, window treatments and spacious master suites with walk-in showers and granite counters.

FAIRWAYS AT VERANDAS

96 duets have roomy kitchens with snack bars and an adjacent nooks for seating. Two bedroom and two full baths are on the main floor, with optional loft space for an additional bedroom and bath upstairs. Each home includes outdoor space with screened porches and two-car garages.



GABLES AT VERANDAS

110 ranch homes in 4-unit groupings offer 1,000 square feet with an open kitchen, two bedrooms and two bathrooms and single-story living. Each ranch boasts beautiful views of the community from the comfort of a large screened porch and a convenient one-car garage.

COTTAGES AT VERANDAS

72 detached single-family homes provide 2,000 square feet, allowing for accessible single-story living, the optimal aging in place residence. With an open floor plan and generous outdoor living space, each cottage has two or three bedrooms, two baths and a two-car garage.

BLOSSOM LANE AT VERANDAS

A 160-unit senior living complex, Blossom Lane will feature spacious one and two-bedroom independent living apartments and studio suites for assisted living and memory care. Located on the eastern border of the Verandas, Blossom Lane offers seniors a vibrant community with Sterling Heights retail and amenities just minutes away.

Three exquisite dining options, art studios and classrooms, salon, full-service spa, performance and technology studios, residents at Blossom Lane will benefit from on-site activities, travel excursions around the region and a multitude of educational programs. A hub of activity, Blossom Lane will have a senior-focused fitness studio with group exercise, pneumatic resistance training systems, and cardiovascular machines. Additionally, an on-site clinic will provide health and wellness services and programming.

Other Features of the Community Include:

THE VERANDA

More than a clubhouse, with venues open to the public and private space for residents only, The Veranda will be the epicenter of this community. Located at the entry of the development, and beautifully appointed with state-of-the-art fitness and wellness center, indoor and outdoor pools, classrooms, a pro shop, retail stores, and a full-service restaurant, the Veranda also has banquet rooms for celebrations and events. At more than 30,000 square feet, The Veranda has something for everyone.

MAPLE LANE AT VERANDAS

The new Maple Lane Golf Club will include a redesigned golf experience by the award-winning, internationally renowned, Raymond Hearn. A Michigander and local success story, Ray grew up on the Maple Lane course, has designed some of the best golf course around the country and the world, and has returned to Sterling Heights to build upon the legend of Maple Lane and enhance the storied beauty of the area. League players, novices and scratch golfers alike will enjoy a beautifully redesigned 18-hole championship course and an illuminated 9-hole course for daytime or evening golf.





Frank Mocerì
Dominic J. Mocerì
Dominic Mocerì
Mario Mocerì



Faces of Detroit
Hour Magazine 2015

The Faces of Housing in Michigan

MOCERI

3005 University Drive, Auburn Hills, MI 48326
248-340-9400 | www.Moceri.com

Michigan's Legendary Dream Builder®, Moceri sees opportunities others overlook, and it shows. The company has stood as the State's most award-winning housing provider for three generations.

Moceri's talented professionals have expertise in all housing disciplines. They apply their skills to integrate a community's multigenerational needs and further enhance equal housing opportunities.

Moceri practices an entrepreneurial approach to real estate development, one that is truly hands-on. Moceri's ability to synthesize a community's characteristics and integrate progressive elements such as Fair Housing and Smart Growth benefits both the community and the investment.

From luxury home building, environmentally sensitive land development, and innovative property management of manufactured housing and apartment communities, Moceri is the industry leader.

Doing the "heavy lifting" by developing nationally awarded master planned communities which have exceeded the expectations of 55,000 Michigan families, is the Moceri company's legacy of Structure Integrity Tradition.®



MASTER PLAN

GROVES
• at Verandas •

TERRACES
• at Verandas •

MAPLE LANE
• at Verandas •

THE BARNs
• at Maple Lane •

FAIRWAYS
• at Verandas •

GABLES
• at Verandas •

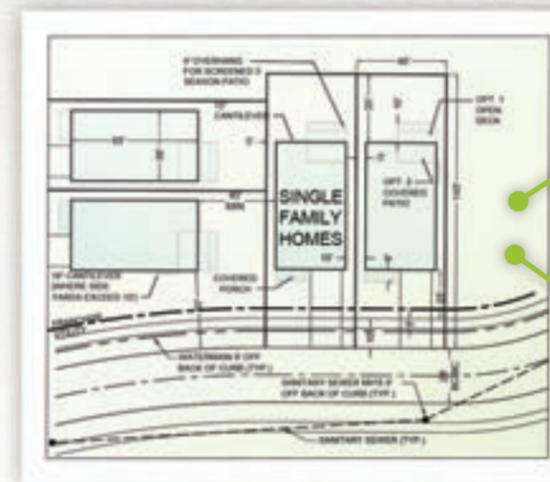
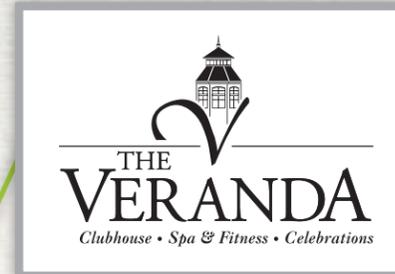
BLOSSOM LANE
• at Verandas •

COTTAGES
• at Verandas •

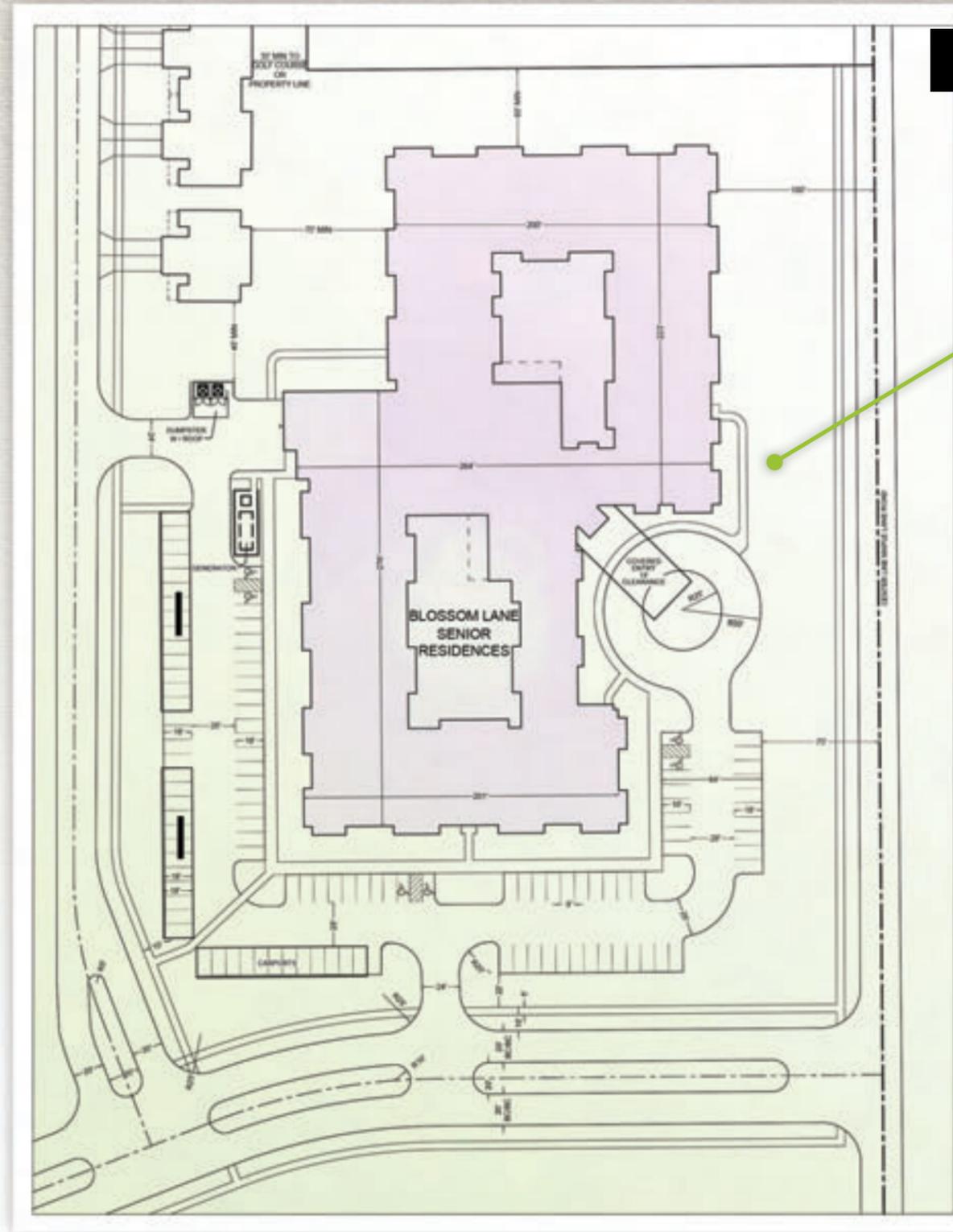
THE VERANDA
Clubhouse • Spa & Fitness • Celebrations



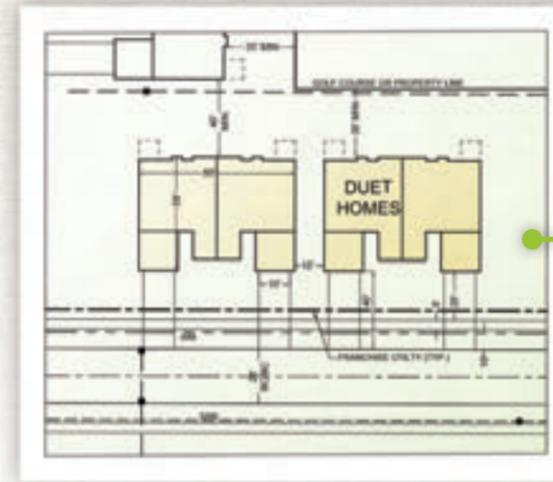
DIMENSIONAL PLANS



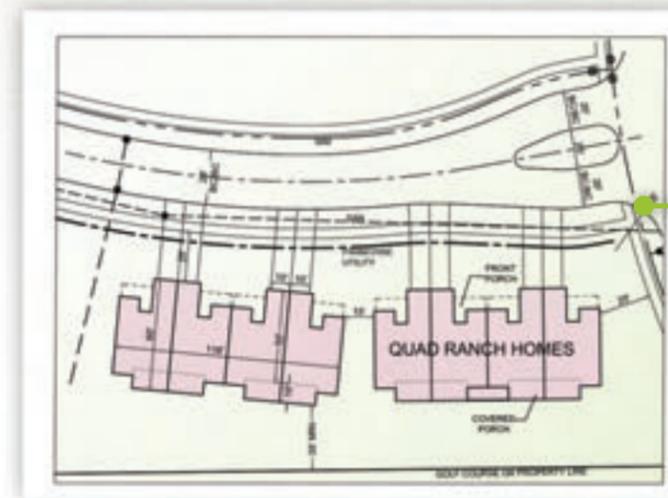
DIMENSIONAL PLANS



BLOSSOM LANE
• at Verandas •

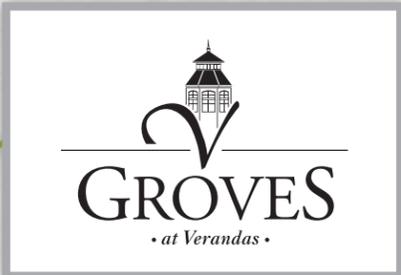
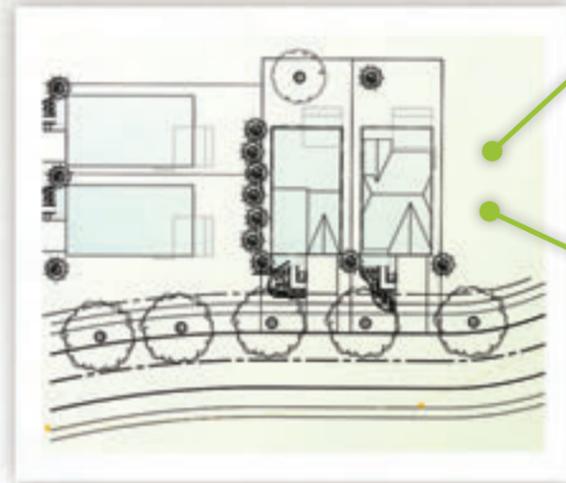
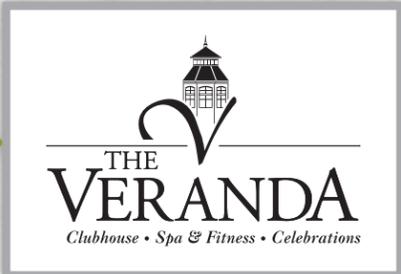
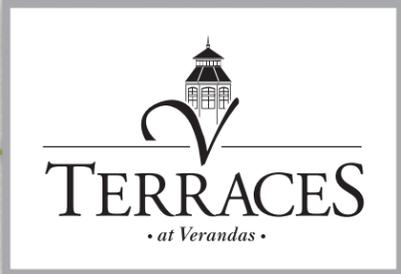



FAIRWAYS
• at Verandas •



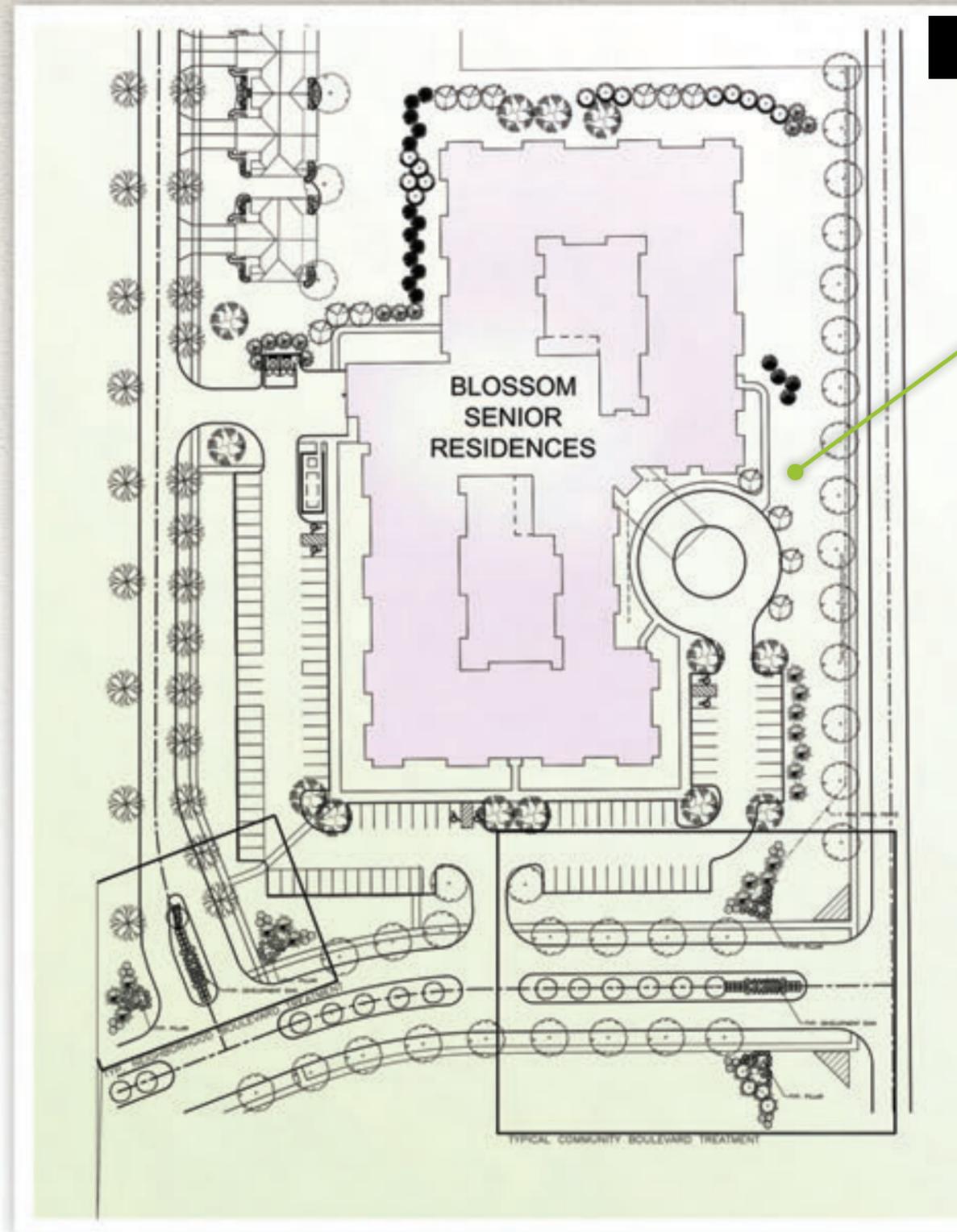

GABLES
• at Verandas •

TYPICAL LANDSCAPE PLANS

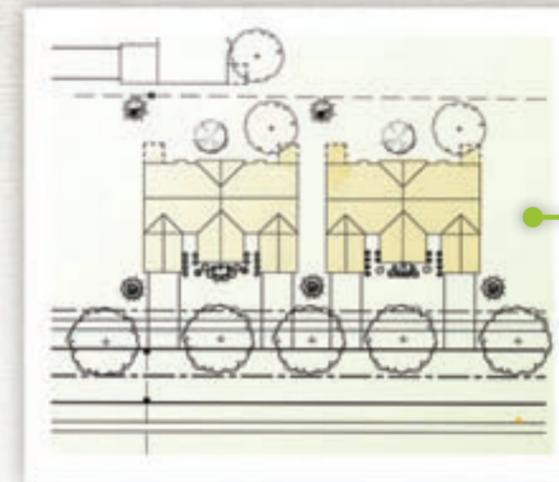


TYPICAL SINGLE FAMILY LANDSCAPING

TYPICAL LANDSCAPE PLANS

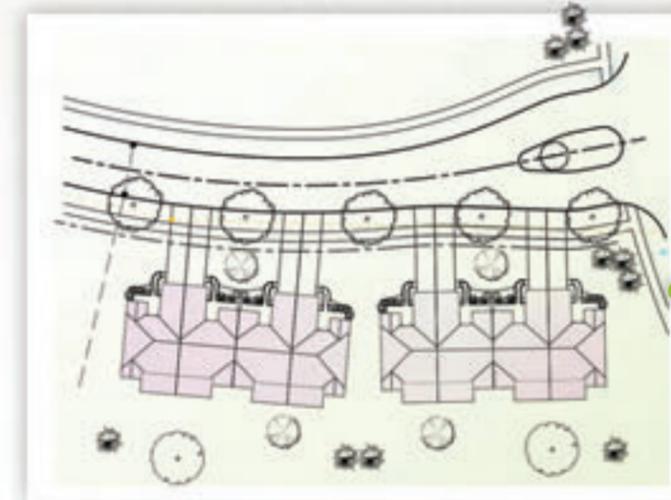


BLOSSOM LANE
• at Verandas •



FAIRWAYS
• at Verandas •

TYPICAL DUET LANDSCAPING



GABLES
• at Verandas •

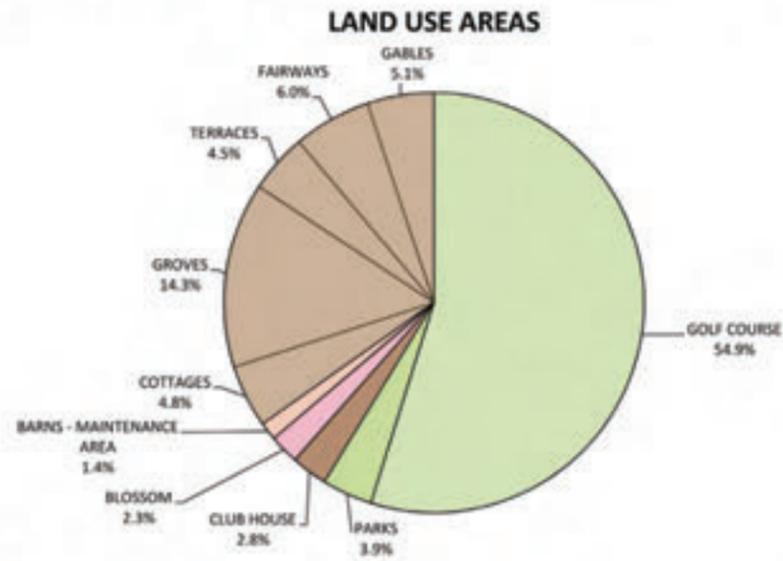
TYPICAL QUAD RANCH LANDSCAPING

LAND USE

Land Use Exhibit

PHASES	NUMBER OF UNITS	AREA IN ACRES	% OF TOTAL AREA
GOLF COURSE	N/A	158.1	54.9
PARKS	N/A	11.2	3.9
CLUB HOUSE	N/A	8.0	2.8
BLOSSOM	160 SENIOR RESIDENCES**	6.6	2.3
BARNs - MAINTENANCE AREA	N/A	4.0	1.4
COTTAGES	72 SF HOMES	13.9	4.8
GROVES	205 SF HOMES 20 DUETS	41.2	14.3
TERRACES	108 APARTMENT HOMES 36 TOWNHOMES	13.2	4.5
FAIRWAYS	96 DUETS	17.2	6.0
GABLES	110 QUAD RANCH HOMES	14.8	5.1
TOTALS:	807 UNITS	288.2 ACRES	100%

** 119 INDEPENDENT LIVING WITH ENHANCED SERVICES + 41 ASSISTED LIVING



NOTE: INITIAL PHASE TO BE VERANDAS BOULEVARD AND ASSOCIATED GRADING



SIDEWALK PLAN

Pathways Exhibit

-  INTERIOR SIDEWALKS
-  EXERCISE PATH
-  GOLF COURSE CART PATH
-  RAISED PAVEMENT CART CROSSING
-  PEDESTRIAN / BIKE ACCESS
-  EMERGENCY ACCESS LANE
-  PROPOSED PERIMETER WALKS
-  EXISTING PERIMETER WALKS (BY OTHERS)
-  FUTURE PERIMETER WALKS (BY OTHERS)

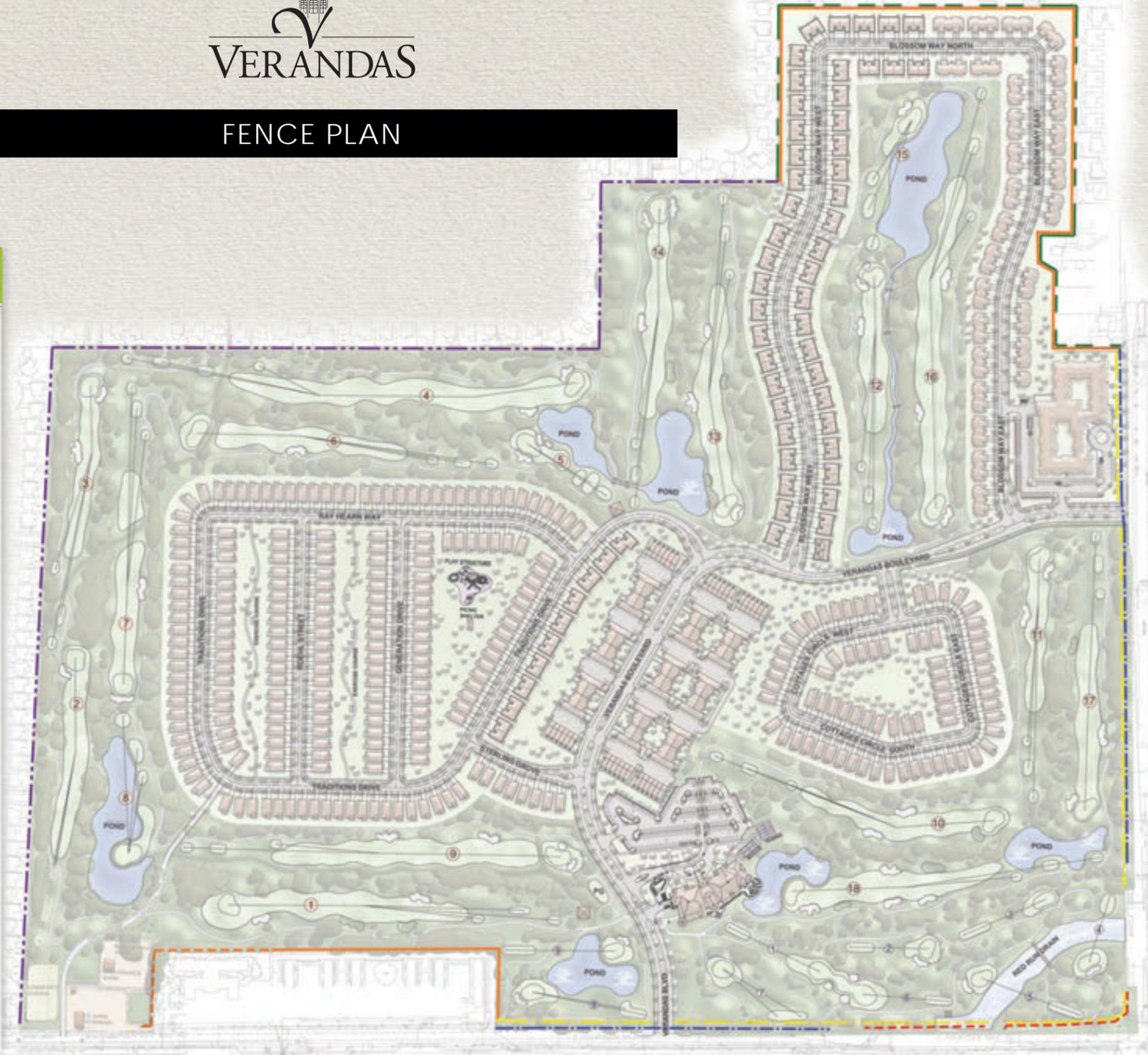
INTERIOR SIDEWALKS	5 FEET WIDE CONCRETE	33,800 FT	6.40 MILES
EXERCISE PATH	8 FEET WIDE ASPHALT	2,040 FT	0.40 MILES
GOLF COURSE CART PATH	8 FEET WIDE ASPHALT	33,400 FT	6.33 MILES
EMERGENCY ACCESS LANE	20 FEET WIDE ASPHALT	1,160 FT	0.22 MILES
INTERIOR PED / BIKE PATH (ALONG INTERIOR STREETS)		4,110 FT	0.78 MILES
PROPOSED PERIMETER SIDEWALKS	5 FEET WIDE CONCRETE	3,150 FT	0.60 MILES
	TOTAL	77,660 FT	14.73 MILES



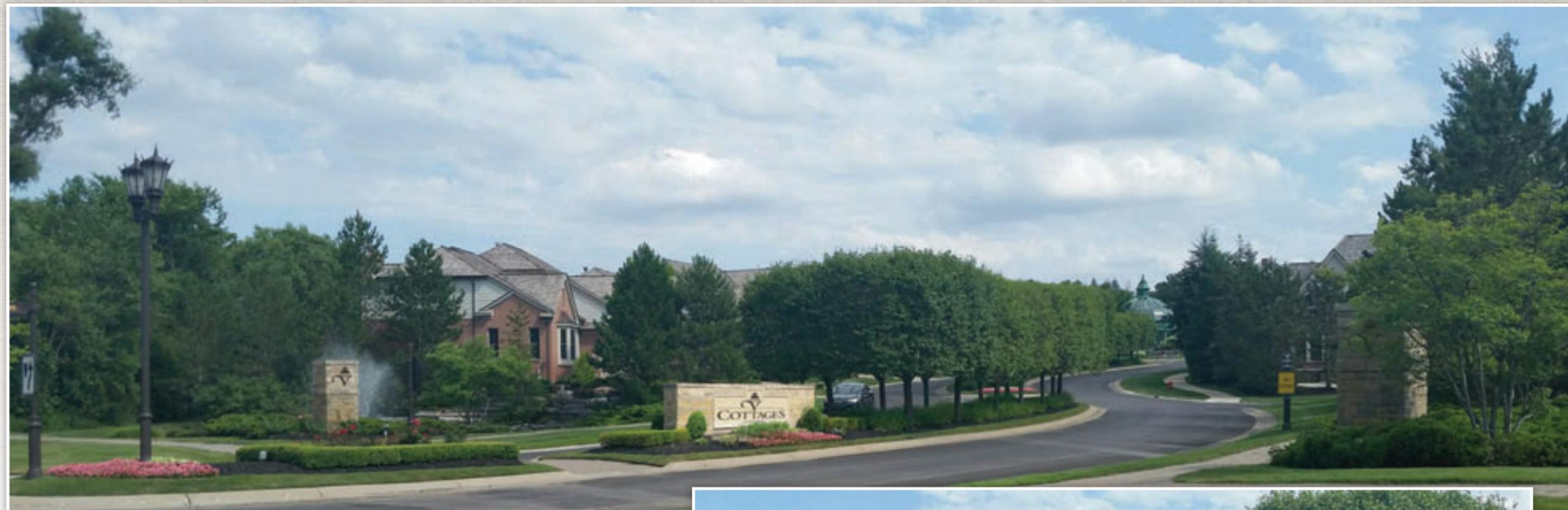
FENCE PLAN

Fence Exhibit

-  PROPOSED DECORATIVE 2 RAIL FENCE
-  PROPOSED SOLID SCREEN FENCE
-  EXISTING SOLID SCREEN FENCE
-  EX CHAIN LINK FENCE TO REMAIN (BARBED WIRE TO BE REMOVED)
-  EX. CHAIN LINK FENCE TO BE REMOVED (REPLACED WITH DECORATIVE 2 RAIL FENCE)
-  EX. CHAIN LINK FENCE TO BE REMOVED (REPLACED WITH SOLID SCREEN FENCE)
-  EX. CHAIN LINK FENCE REMOVED IN 2016



ENTRANCE



.....
Neighborhood Entry



.....
14 Mile Entry

ENGINEERING PLAN

Engineering Plans

- PROPOSED**
-  WATER MAIN
 -  STORM SEWER
 -  SANITARY SEWER
- EXISTING**
-  WATER MAIN
 -  STORM SEWER
 -  SANITARY SEWER



TRAFFIC DATA

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Generator			Weekday PM Peak Hour of Generator					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		1319	1318	2637		55	158	213		181	102	283
277 Dwelling Units													
230	CONDO 1		1075	1075	2150		31	132	163		123	69	192
370 Dwelling Units													
252	SENIORATTACHED 1		205	204	409		21	25	46		23	19	42
119 Dwelling Units													
254	ASSISTLIVE 1		56	56	112		6	3	9		6	9	15
41 Occupied Beds													
430	GOLF 1		483	482	965		42	37	79		41	55	96
27 Golf Holes													
931	RESTAURANTQ 1		1305	1304	2609		133	29	162		162	100	262
29 Gross Floor Area 1000 sf													
Unadjusted Volume			4443	4439	8882		288	384	672		536	354	890
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			4443	4439	8882		288	384	672		536	354	890



Distribution of AM and PM Peak Traffic



Distribution of Weekday Average Daily Traffic



CURRENT AERIAL

Current Aerial

Site Data

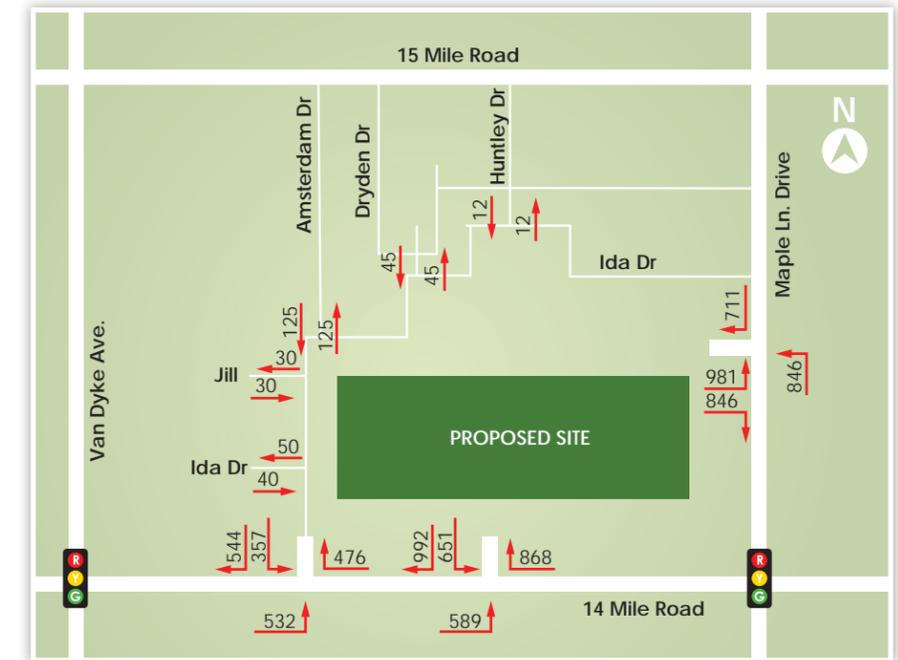
Area of Site 288 Acres

Flood Plain 15 Acres

Golf Holes 54

YIELD PLAN TRAFFIC DATA

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Generator			Weekday PM Peak Hour of Generator					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		3846	3846	7692		162	460	622		527	297	824
808 Dwelling Units													
Unadjusted Volume			3846	3846	7692		162	460	622		527	297	824
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			3846	3846	7692		162	460	622		527	297	824



Daily Trip Distribution



YIELD PLAN



Currently Zoned R-80

Site Data

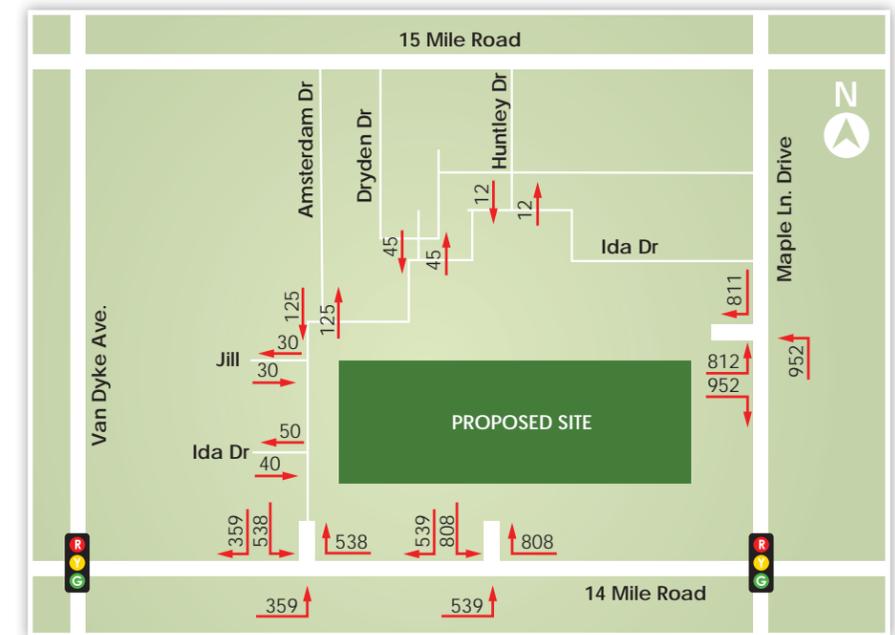
Area of Site 288 Acres

Flood Plain 15 Acres

No. of Lots 808 Homes

OPEN SPACE TRAFFIC DATA

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Generator			Weekday PM Peak Hour of Generator					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		2875	2875	5750		121	344	465		394	222	616
604 Dwelling Units													
230	CONDO 1		1133	1133	2266		33	139	172		130	73	203
390 Dwelling Units													
Unadjusted Volume													
			4008	4008	8016		154	483	637		524	295	819
Internal Capture Trips													
			0	0	0		0	0	0		0	0	0
Pass-By Trips													
			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets													
			4008	4008	8016		154	483	637		524	295	819



OPEN SPACE PLAN



Site Data

Area of Site	288 Acres
Park Access	59.04 Acres
25% Flood Plain	1.78 Acres
Total Open Space Preserved	60.82 Acres

Total Open Space Preservation Area Required

+ Area of Site	288 Acres
- Area of ROW's	4.1 Acres
- Area of Floodway	4.6 Acres

Area of Site	279.3 Net Acres
	x .20

Total Required 55.86 Acres

Total Provided 60.82 Acres

Permitted Density

+ Area of Site	288 Acres
- Area of ROW's	4.1 Acres
- Area of Floodway	7.13 Acres
+ 25% Flood Plain	1.78 Acres

278.55 Net Acres
x 3.5 DU/Acre

Total Units Allowed 995 Homes

Total Units Provided 994 Homes



PLAN COMPARISON

	Permitted Density Per Sterling Heights Zoning Ordinance - Open Space Option - R-80	Permitted Density Per Sterling Heights Zoning Ordinance - R-80	Proposed Verandas Master Plan - PUD	PUD v. Ordinance Benefits
Dwellings	995	808	807	188 Fewer Dwellings
Total Site Gross Acreage	288	288	288	
Net Acreage (-) R.O.W & Floodway	279.3	279.3	279.3	
Acreage Developed	217.85	273	111.7	106.15 Fewer Acres Developed
% of Site Developed	78%	98%	40%	38% Fewer Acres Developed
Open Space Required	55.86	0	As Provided	
% Open Space Required	20%	0	As Provided	
Open Space Provided	61.45	15	167.6	106.15 More Open Space
% Open Space Provided	22%	5%	60%	2.73 x More Open Space — 273%
Quality of Life	Surrounding Neighborhoods No Longer Have Golf Course/ Open Space on Borders	Surrounding Neighborhoods No Longer Have Golf Course/ Open Space on Borders	Over 85% of Residents Who Currently Abut the Golf Course Would Continue to Enjoy A Golf View	Current Residents In Surrounding Neighborhoods Maintain Golf Course Views
Traffic	Increased Traffic Flow Into Surrounding Neighborhoods with Stub Streets Now Utilized By Verandas Residents	Increased Traffic Flow Into Surrounding Neighborhoods with Stub Streets Now Utilized By Verandas Residents	All Verandas Vehicular Traffic Would Enter and Exit From Maple Lane or 14 Mile Road Directly	Traffic For Verandas Is Self Contained



TRAFFIC COMPARISON

		Weekday Average Daily Trips			Weekday AM Peak Hour Generator			Weekday PM Peak Hour Generator		
	Unit Count	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Verandas	807	2219	2215	4434	168	194	362	239	192	431
Yield Plan	808	3847	3846	7693	162	460	622	527	297	824
Open Space Plan	994	2875	2875	5750	159	517	676	532	334	866
Yield Plan	808	3847	3846	7693	162	460	622	527	297	824
Verandas	807	<u>2219</u>	<u>2215</u>	<u>4434</u>	<u>168</u>	<u>194</u>	<u>362</u>	<u>239</u>	<u>192</u>	<u>431</u>
		1628	1631	3259 less trips	-6	266	260 less trips	288	105	393 less trips
				42% reduction in traffic			42% reduction in traffic			48% reduction in traffic
Open Space Plan	994	2875	2875	5750	159	517	676	532	334	866
Verandas	807	<u>2219</u>	<u>2215</u>	<u>4434</u>	<u>168</u>	<u>194</u>	<u>362</u>	<u>239</u>	<u>192</u>	<u>431</u>
		656	660	1316 less trips	-9	323	314 less trips	293	142	435 less trips
				23% reduction in traffic			46% reduction in traffic			50% reduction in traffic



GABLES
• at Verandas •



TERRACES
• at Verandas •



COTTAGES
• at Verandas •

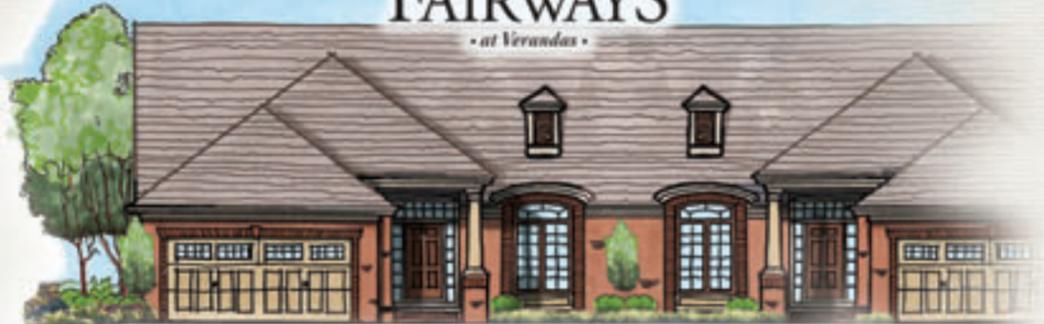


GROVES
• at Verandas •



VERANDAS

FAIRWAYS
• at Verandas •



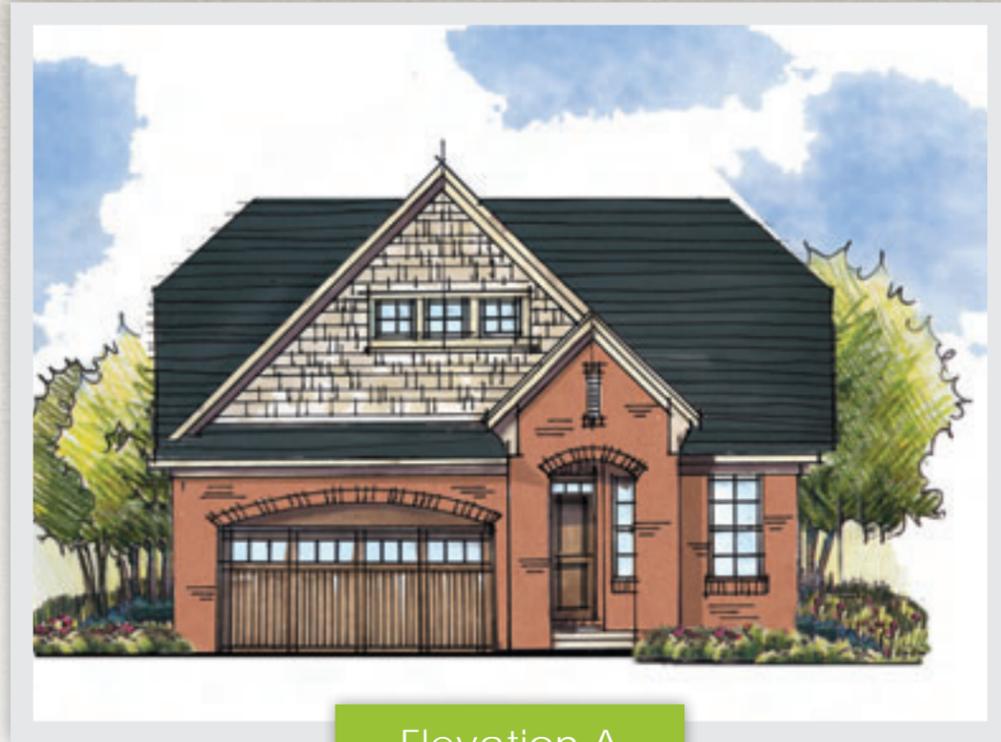
BLOSSOM LANE
• at Verandas •



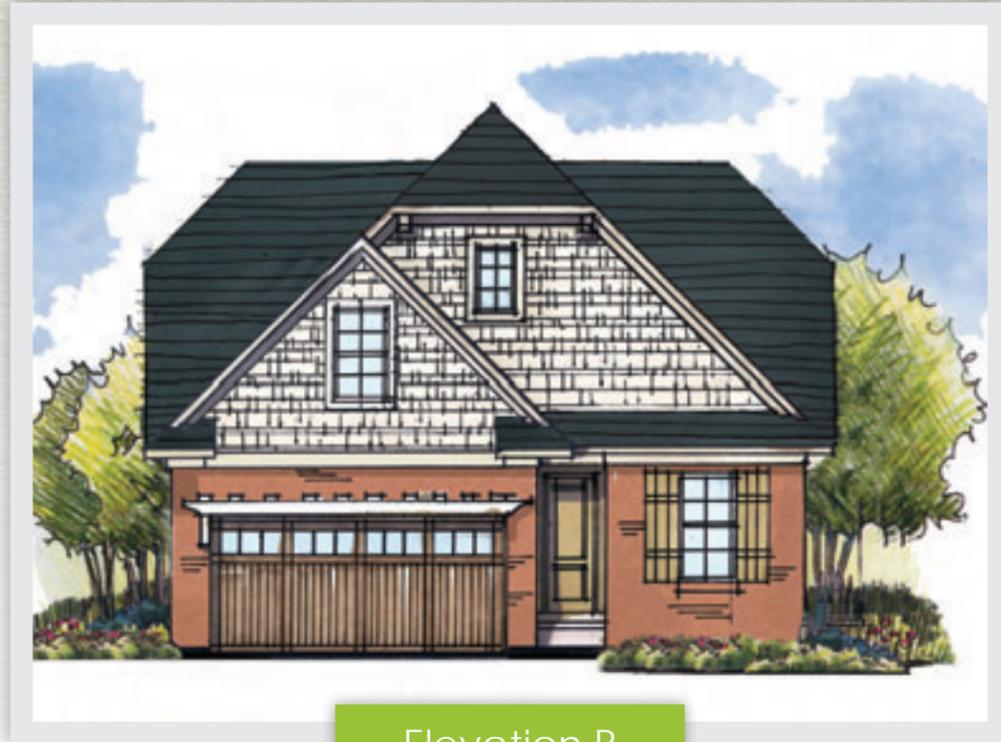
277 spacious 2,000 square-foot ranches with intuitive layouts, convenient single-floor living and attached two-car garages.



ELEVATIONS



Elevation A



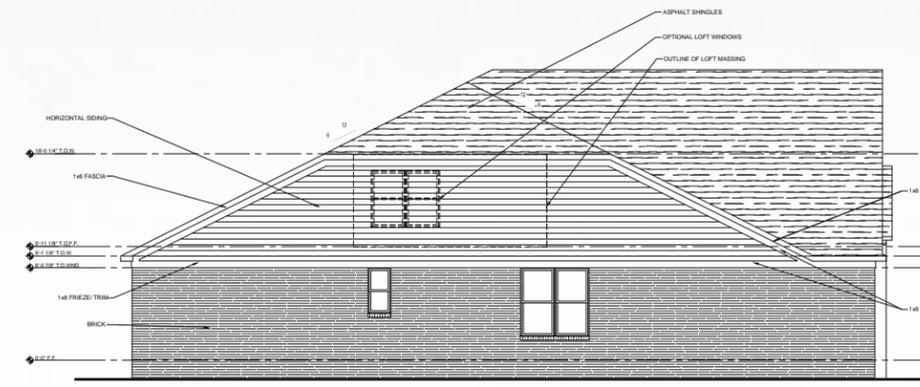
Elevation B



Right Elevation



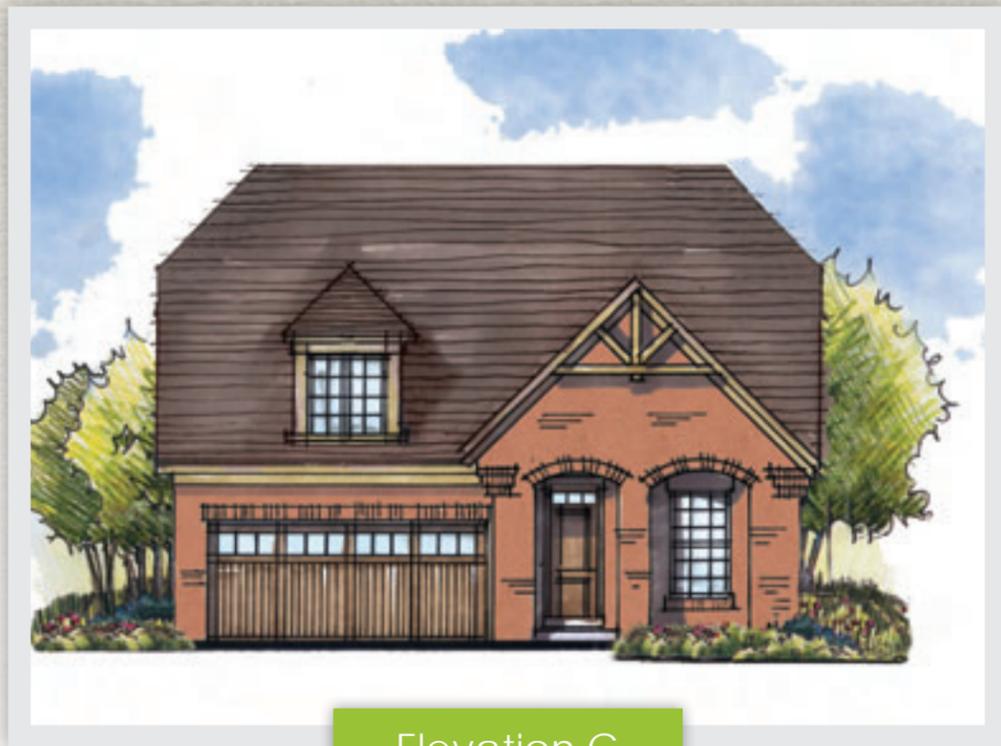
Rear Elevation



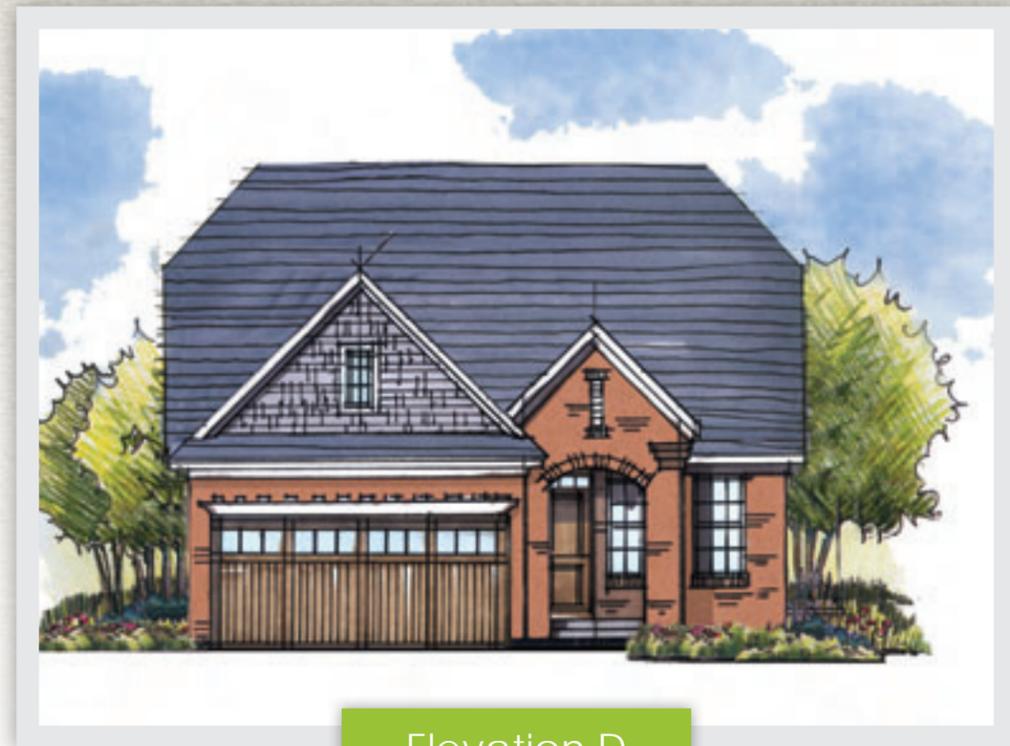
Left Elevation



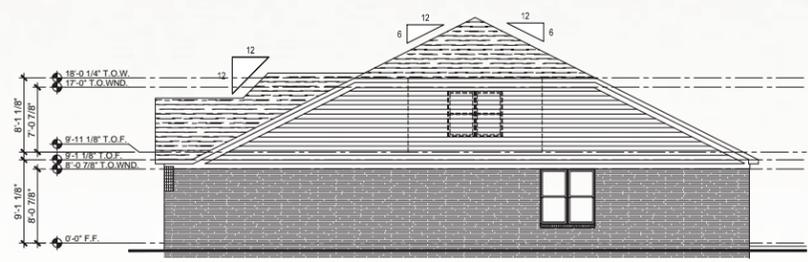
ELEVATIONS



Elevation C



Elevation D



Right Elevation



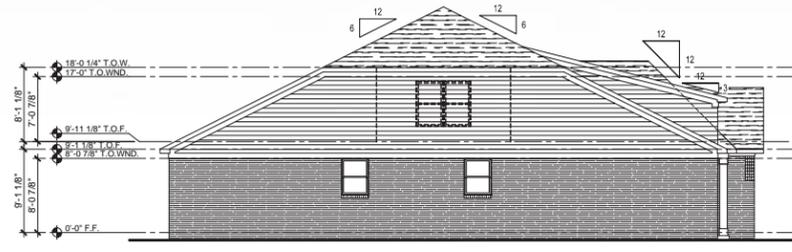
Rear Elevation



Right Elevation



Rear Elevation

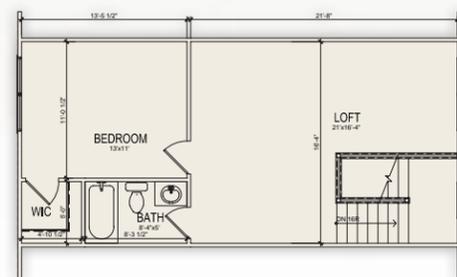
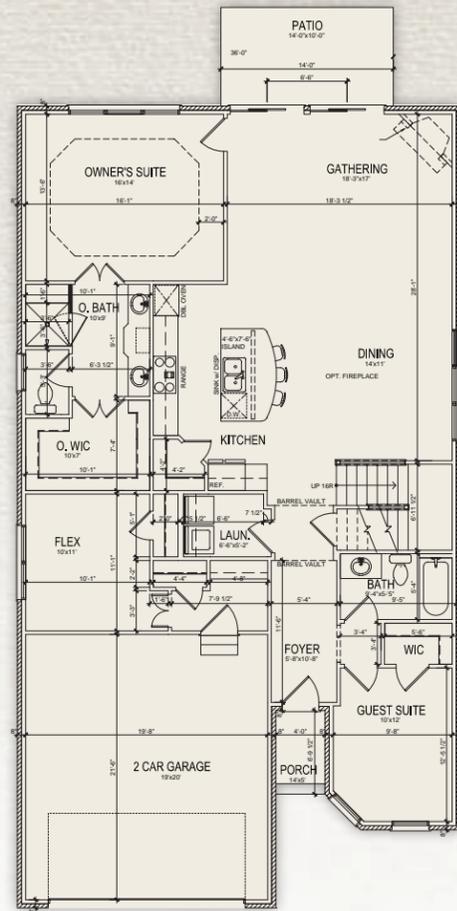


Left Elevation

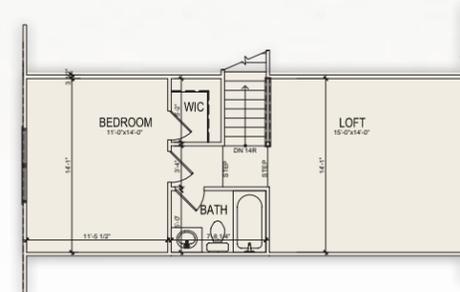
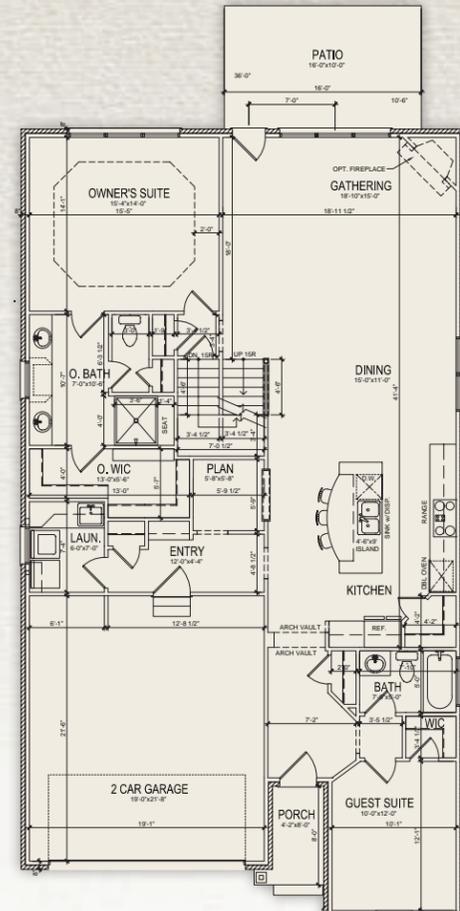


Left Elevation

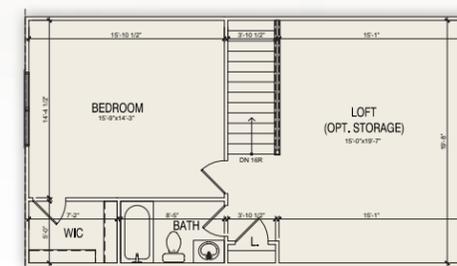
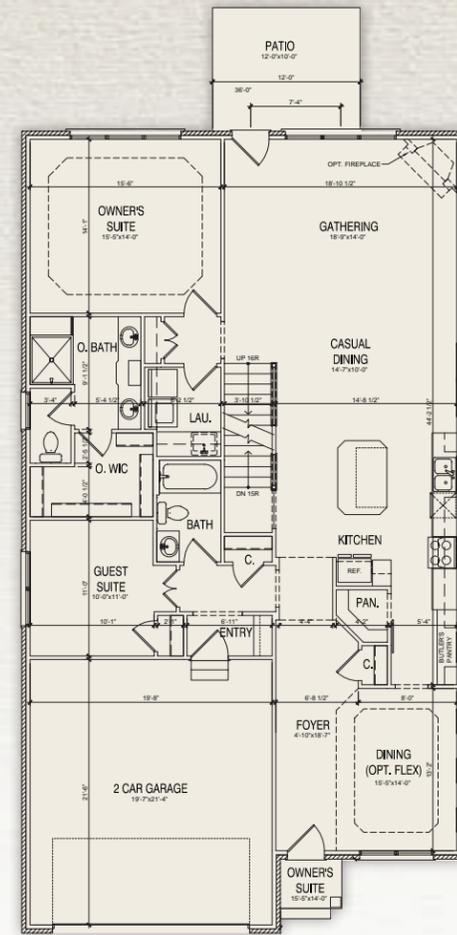
FLOOR PLANS



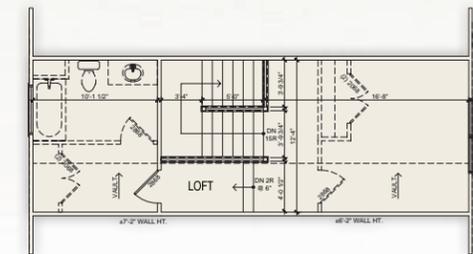
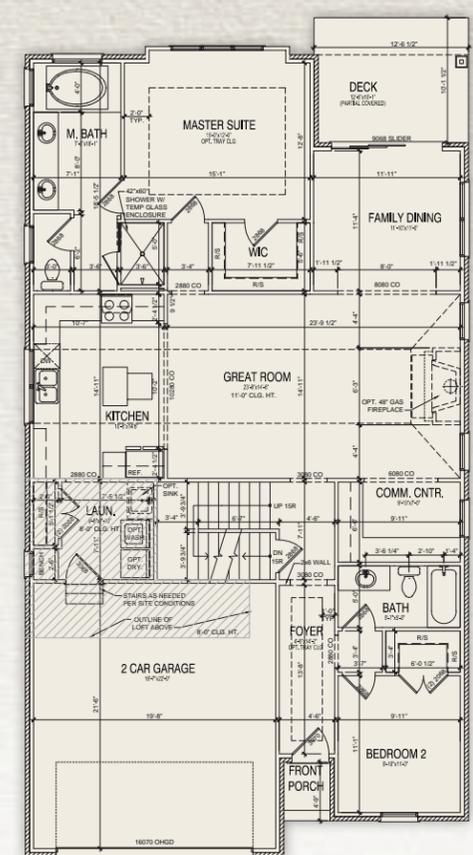
Le Bordeaux
1,687 SF // 537 SF Opt. Loft



Le Chambord
1,681 SF // 509 SF Opt. Loft



Le Toulouse
1,744 SF // 686 SF Opt. Loft



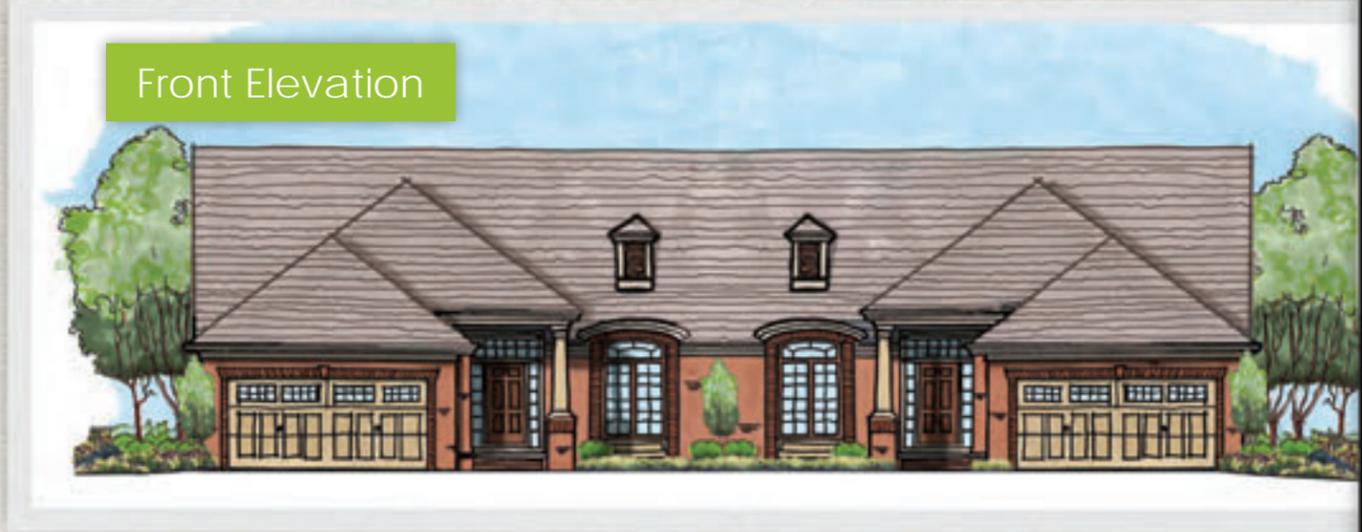
Le Deauville
1,694 SF // 397 SF Opt. Loft

*96 duets with 1,700 square feet, open concept design,
2 beds/1.5 baths and attached two-car garages.*



ELEVATIONS AND FLOOR PLANS

Front Elevation

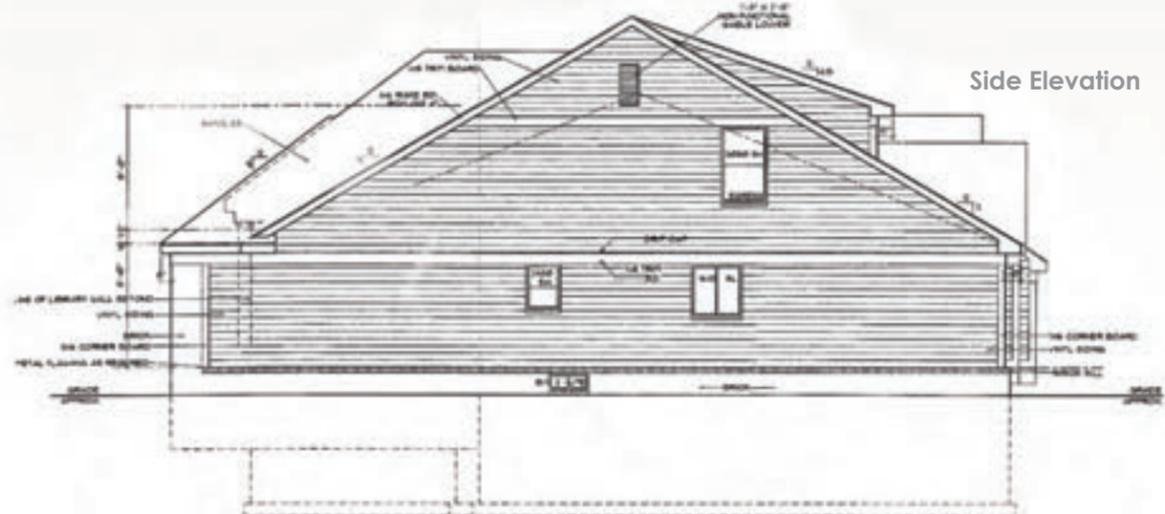


Rear Elevation



Floor Plan with Loft Option
1,950 Square Feet

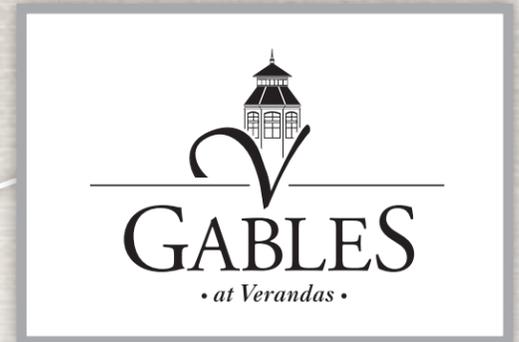
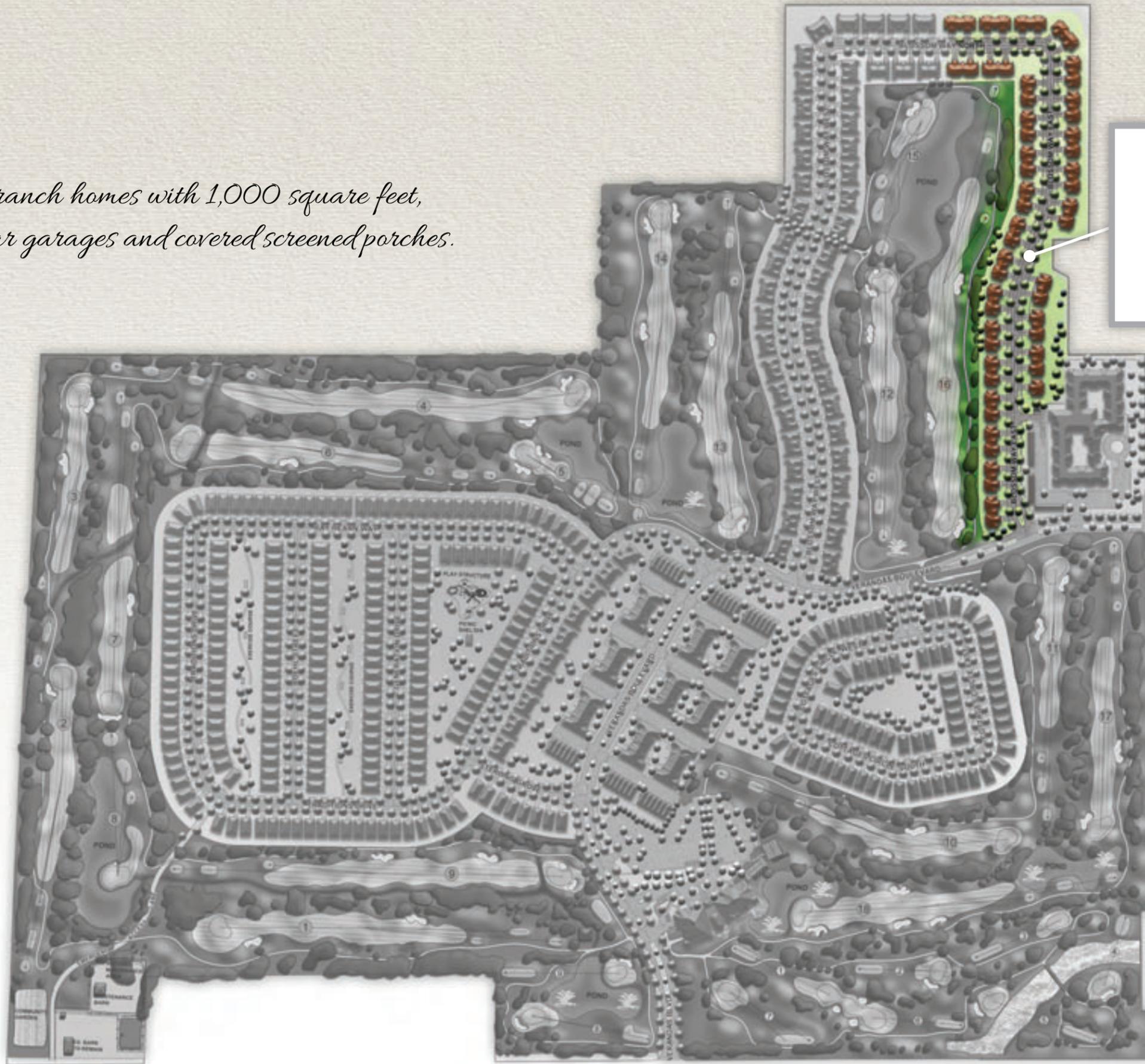
Typical Floor Plan
1,650 Square Feet



Side Elevation

Fairways

*110 inviting ranch homes with 1,000 square feet,
attached one-car garages and covered screened porches.*



ELEVATIONS AND FLOOR PLAN



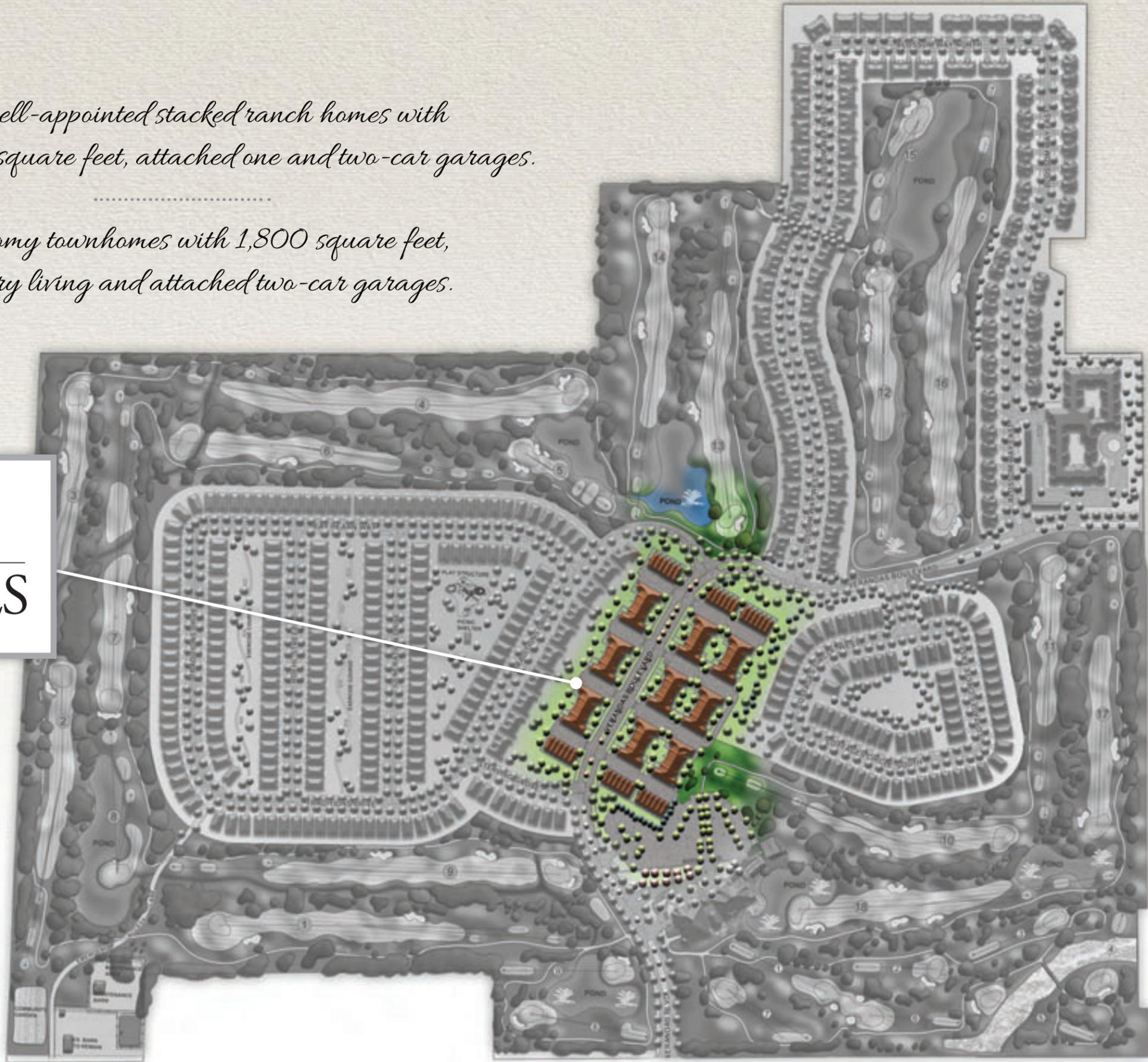
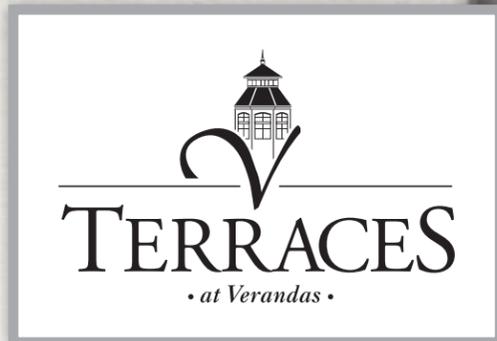
1,000 Square Feet



Gables

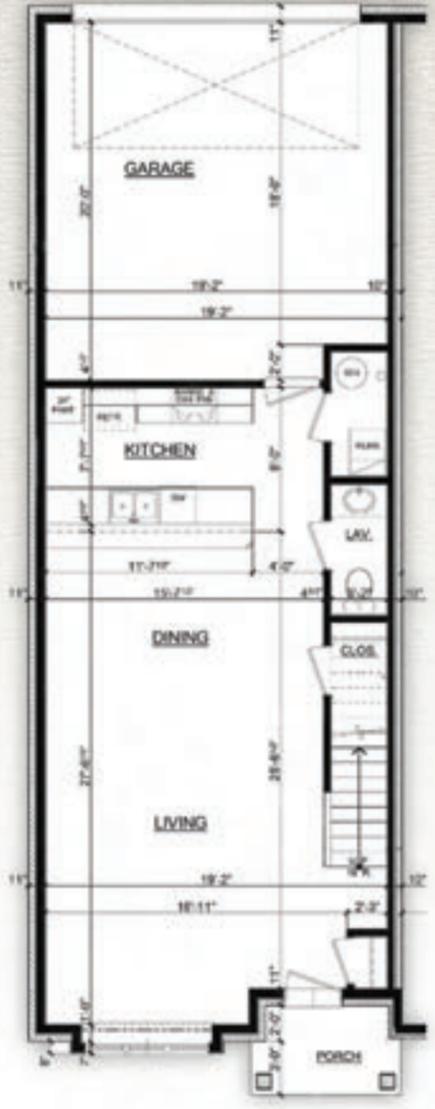
*108 well-appointed stacked ranch homes with
1,300-1,750 square feet, attached one and two-car garages.*

*36 roomy townhomes with 1,800 square feet,
two-story living and attached two-car garages.*

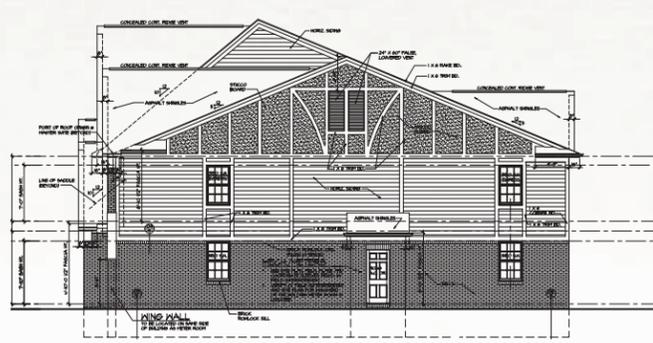


Terraces

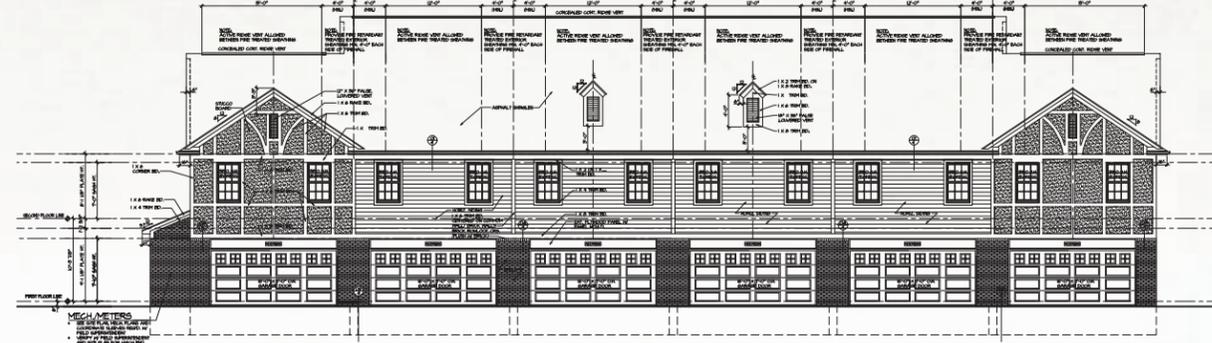
TOWNHOME ELEVATION AND FLOOR PLAN



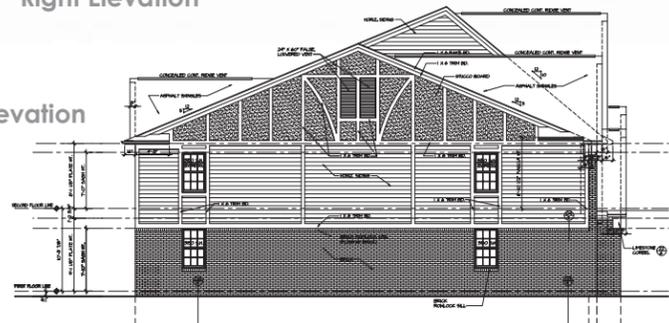
Second Floor
First Floor
1,830 Square Feet



Right Elevation



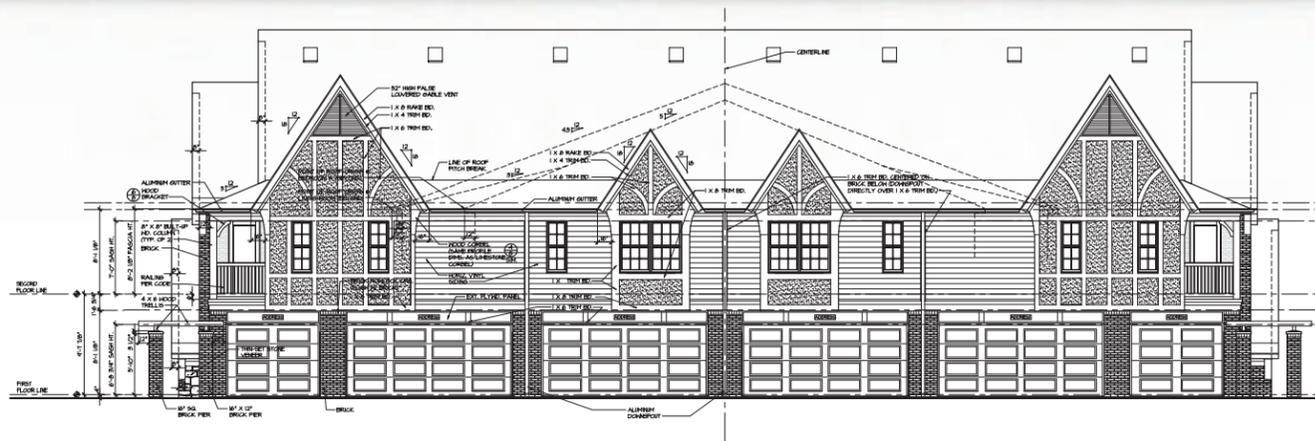
Rear Elevation



Left Elevation



ELEVATIONS



Right/Left Elevation

Terraces

STACKED RANCH FLOOR PLANS



Avignon
1,580 Square Feet



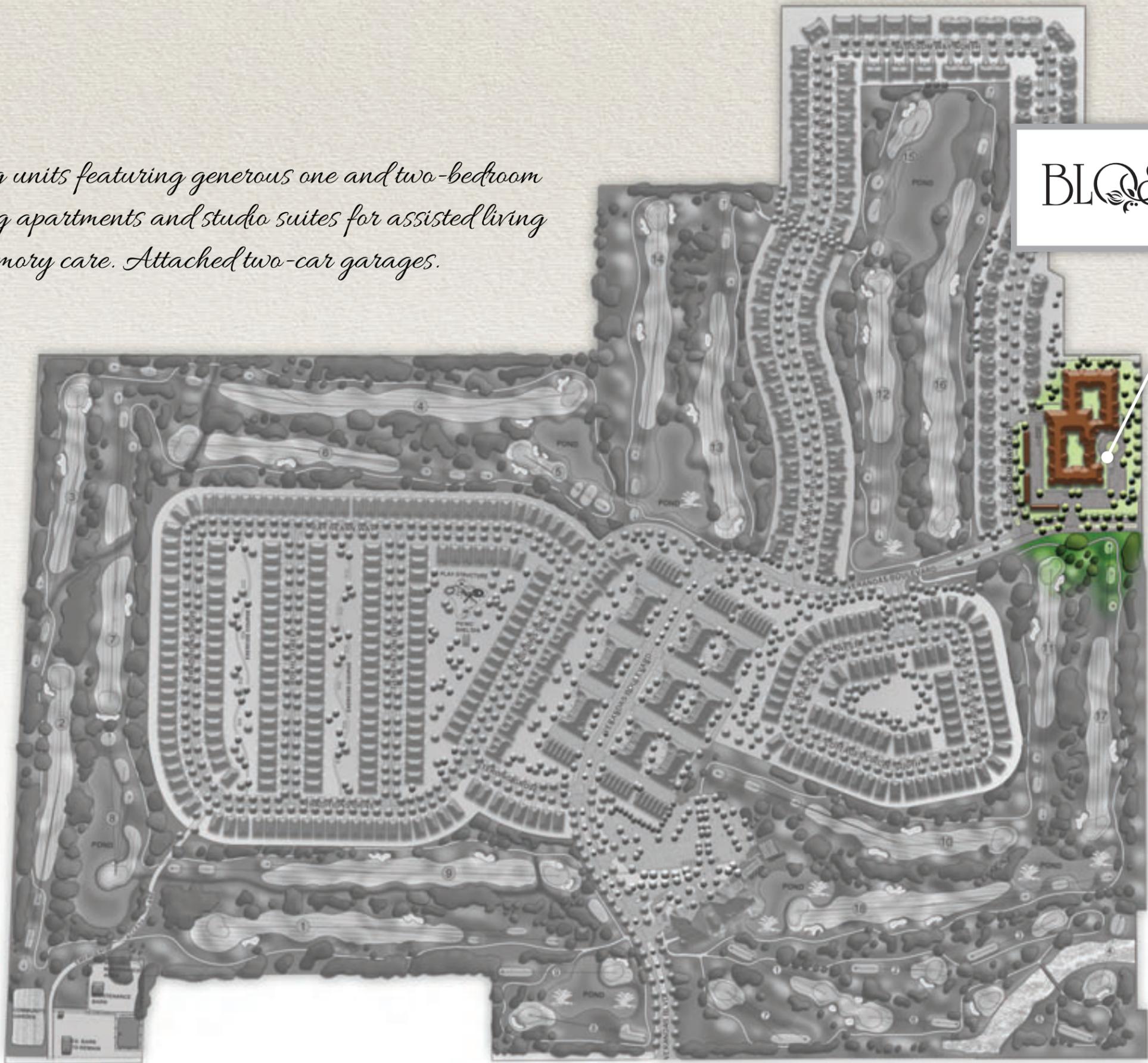
Bordeaux
1,740 Square Feet



Cannes
1,320 Square Feet

160 senior living units featuring generous one and two-bedroom independent living apartments and studio suites for assisted living and memory care. Attached two-car garages.

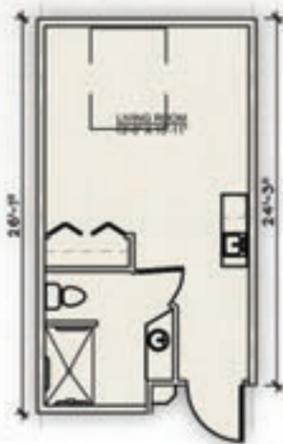
BLOSSOM LANE
• at Verandas •



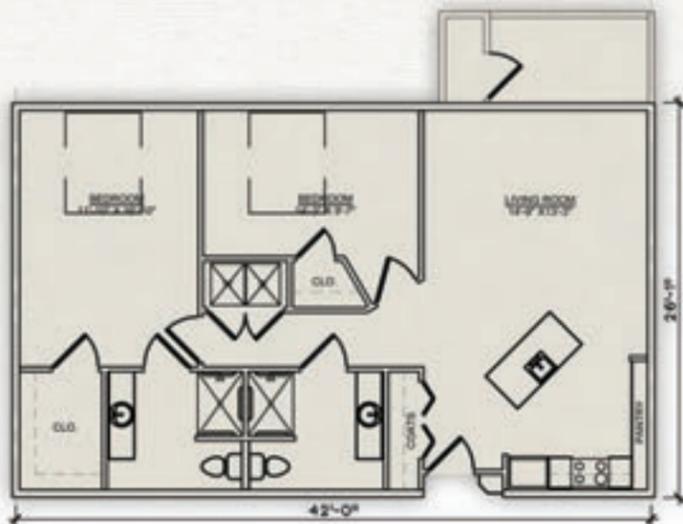
BLOSSOM LANE

• at Verandas •

SOUTH ELEVATION AND FLOOR PLANS



Assisted Living Suite
349 Square Feet



Independent Living
2 Bedroom/2 Bath/1,077 Square Feet



Independent Living
with Enhanced Services
1 Bedroom/1 Bath
875 Square Feet



BLOSSOM LANE

• at Verandas •

EAST ELEVATION



East Elevation



North Elevation

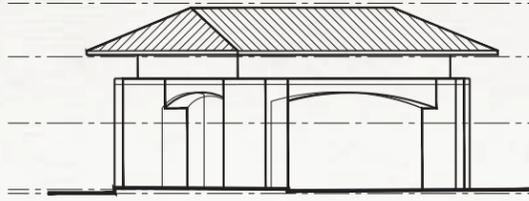
BLOSSOM LANE

• at Verandas •

WEST ELEVATION



West Elevation



Canopy Elevation



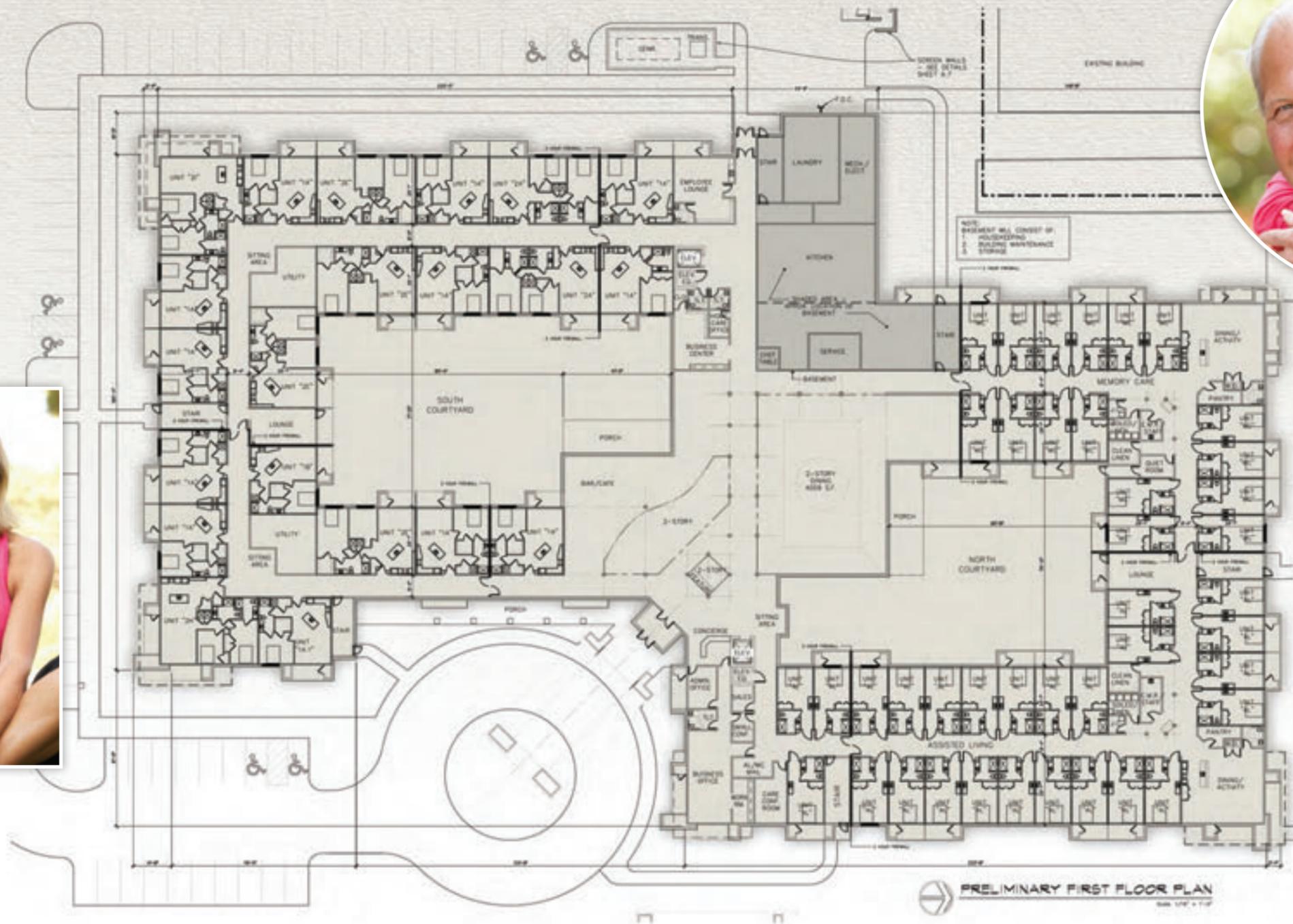
South Elevation



BLOSSOM LANE

• at Verandas •

FIRST FLOOR PLAN



BLOSSOM LANE

• at Verandas •

SECOND FLOOR PLAN



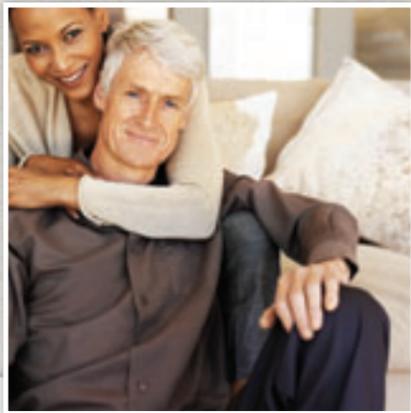
PRELIMINARY SECOND FLOOR PLAN
Scale: 1/8" = 1'-0"



BLOSSOM LANE

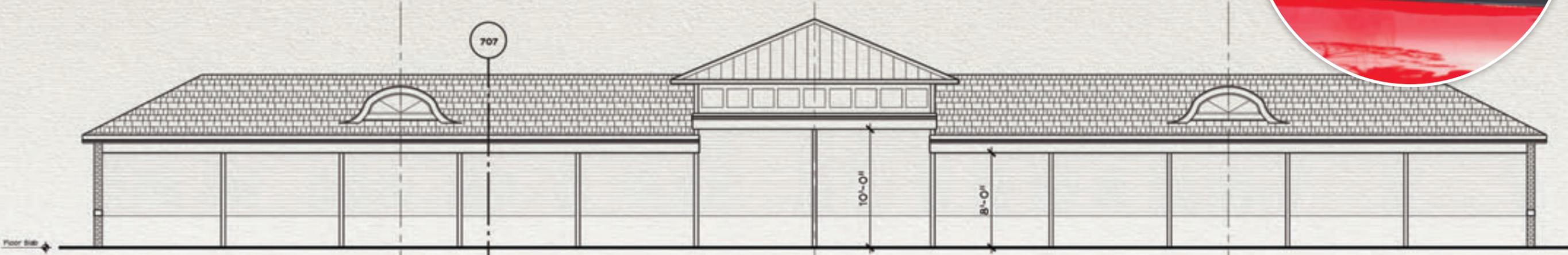
• at Verandas •

THIRD FLOOR PLAN



PRELIMINARY THIRD FLOOR PLAN
Scale: 1/8" = 1'-0"

CARPORT DETAILS



Covered Front Elevation



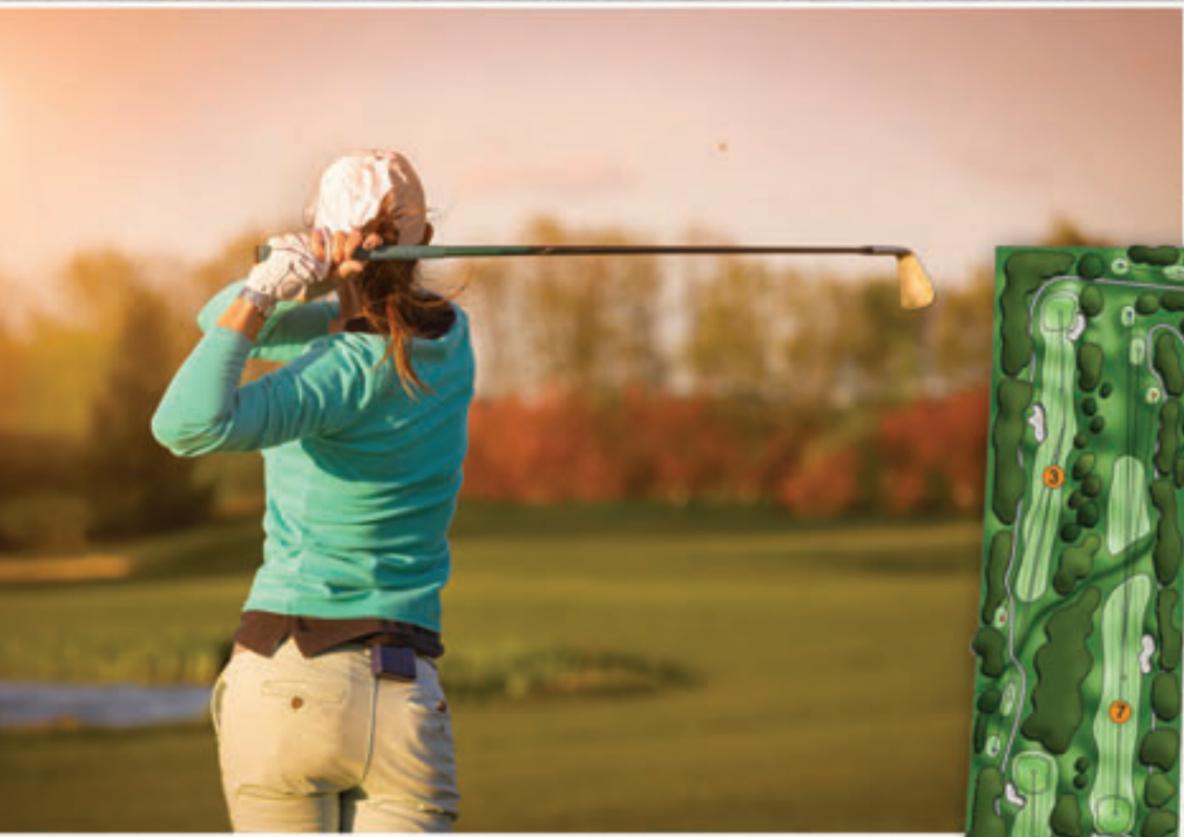
Carport Rear Elevation



MAPLE LANE

• at Verandas •

GOLF SITE



GOLF COURSE RENOVATION OVERVIEW

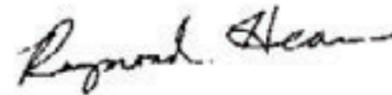
We are very proud to be working with the esteemed Mocerri Luxury Home Builders and the firm of Giffels Webster on the golf course portion of this incredible development. The golf course at Maple Lane has a long and celebrated history in Southeast Michigan. Our remodeling reduces the golf course down from 54 holes down to 27 holes in order to create room for new residential development areas and a new clubhouse. The new 27 holes will consist of an 18 hole regulation golf course that will be Resort Class and will present a memorable round filled with fun and challenge. The lighted 9 hole par 3 course will offer golfers a quick round filled with fun and excitement. To accomplish the above, we utilized various aspects of the existing golf course in order to maximize the preservation of the existing golf course terrain. Our design development goal was to preserve and enhance the beauty of the existing golf landscape while creating new and remodeled golf holes that will be enjoyable to play for men, women, juniors, senior, super seniors and core golfers. The remodeled golf course will be an asset to the City of Sterling Heights, the surrounding community, home owners and of course public golfers.

Highlights of the golf course remodeling include:

- Improved course drainage.
- New and / or remodeled greens.
- New tees.
- New fairway and greenside bunkers.
- New tree plantings.
- New wall to wall asphalt cart path.
- A few new ponds.
- New grass species.
- A new irrigation system.
- A new irrigation pump station.
- Improved course drainage.

Overall the remodeled golf course should continue to provide enjoyment for public golfers for years to come. The Maple Lane Golf Course will live on as a great recreational amenity for the City of Sterling Heights to be enjoyed by its residents and guest throughout Southeast Michigan.

Respectfully submitted,



Raymond Hearn, ASGCA, ASLA
President & Founder



MASTER PLAN HOLE NO. 1



USE THIS MOUNDING AS TEE FILL

NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

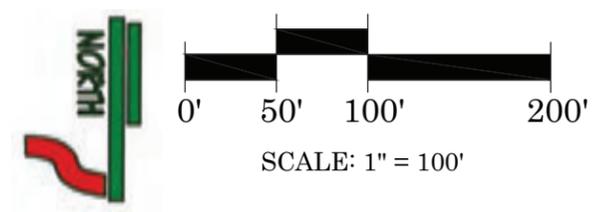
Blue	White	Red	PAR
425	378	324	4

SHOT MATRIX

	Blue	White	Red
A:	275	228	174
B:	250	203	149
C:	225	178	124

KEY

 100 Year Floodplain	 New Fescue Areas	 Bunker or Cart Path removed
 New Bunkers	 Trees to be Removed	 Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 2



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

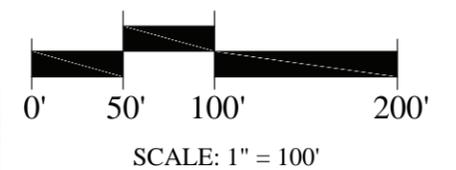
Blue	White	Red	PAR
PROPOSED: 370	332	284	4

SHOT MATRIX

Blue	White	Red
A: 275	237	189
B: 250	212	164
C: 225	187	139

KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees

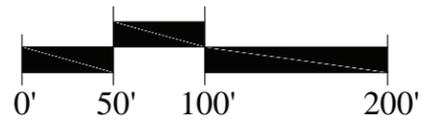


MASTER PLAN HOLE NO. 3



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD	SHOT MATRIX	KEY		
Blue White Red PAR PROPOSED: 335 - 295 - 239 4	Blue White Red A: 275 - 235 - 179 B: 250 - 210 - 154 C: 225 - 185 - 129	 100 Year Floodplain	 New Fescue Areas	 Bunker or Cart Path removed
		 New Bunkers	 Trees to be Removed	 Proposed Evergreen & Deciduous Trees

SCALE: 1" = 100'



MAPLE LANE

• at Verandas •

MASTER PLAN HOLE NO. 4



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

Blue White Red PAR
PROPOSED: 585 - 536 - 415 5

SHOT MATRIX

Blue White Red D
A: 275 - 226 - 105 - 175
B: 250 - 201 - 80 - 200
C: 225 - 176 - 55 - 225

KEY

 100 Year Floodplain

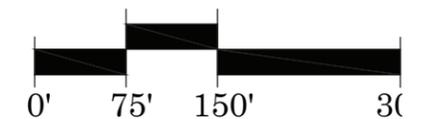
 New Fescue Areas

 Bunker or Cart Path removed

 New Bunkers

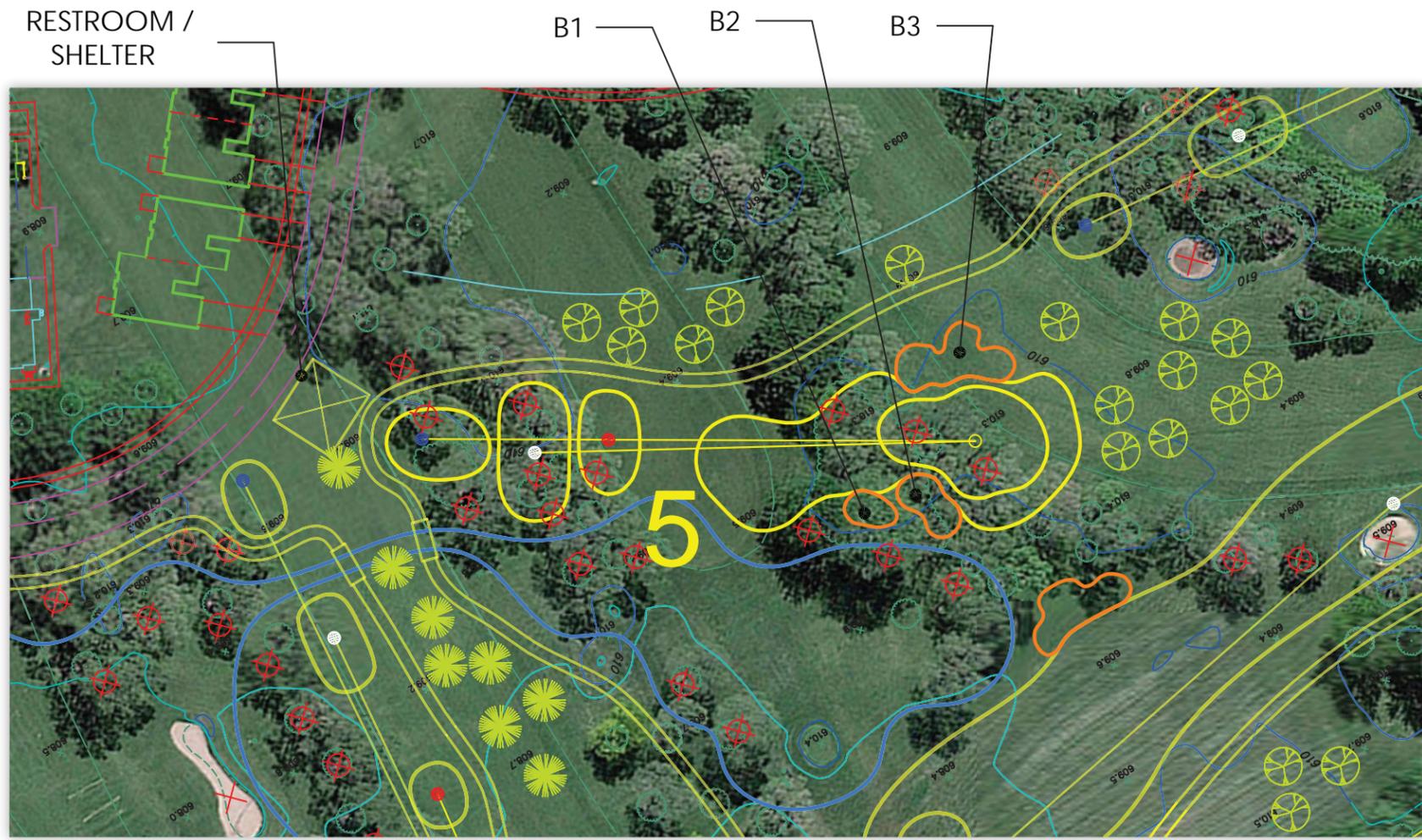
 Trees to be Removed

 Proposed Evergreen & Deciduous Trees



SCALE: 1" = 150'

MASTER PLAN HOLE NO. 5



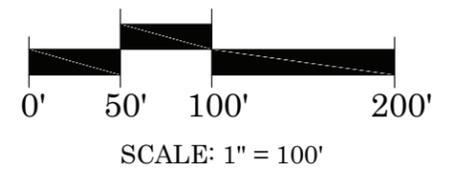
NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

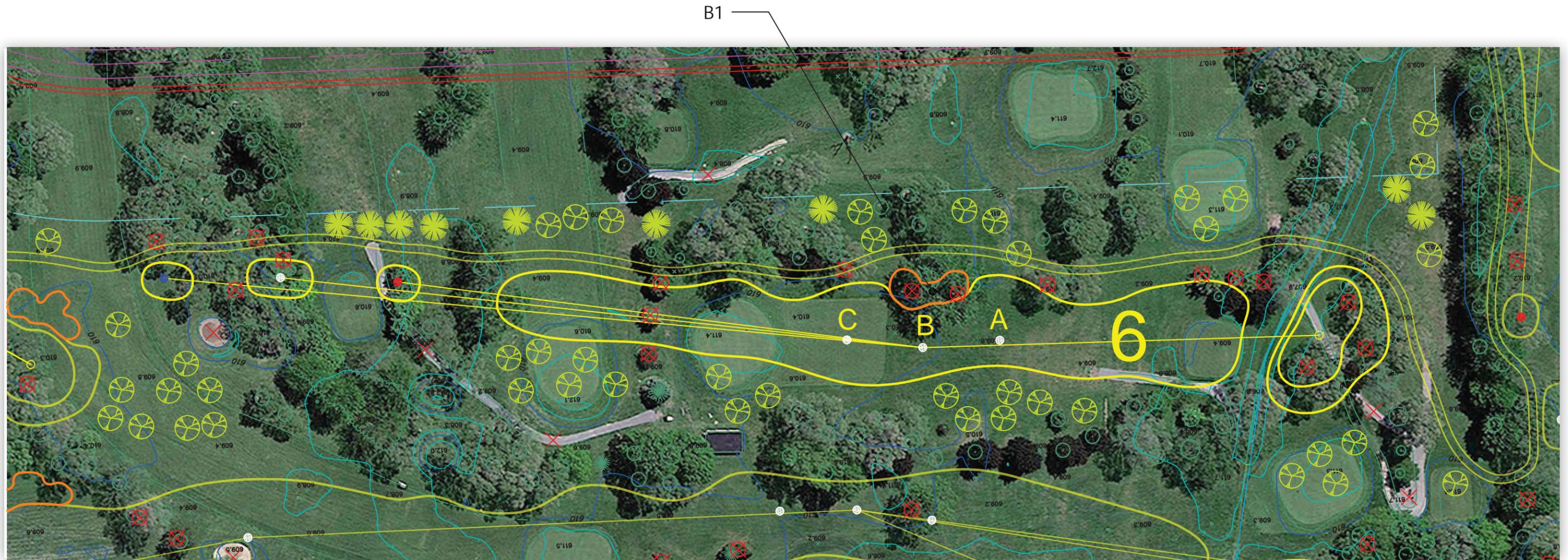
Blue	White	Red	PAR
120	95	80	3

KEY

- 100 Year Floodplain
- New Bunkers
- New Fescue Areas
- Bunker or Cart Path removed
- Trees to be Removed
- Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 6



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

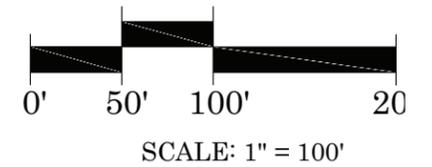
Blue White Red PAR
PROPOSED: 380 - 342 - 304 4

SHOT MATRIX

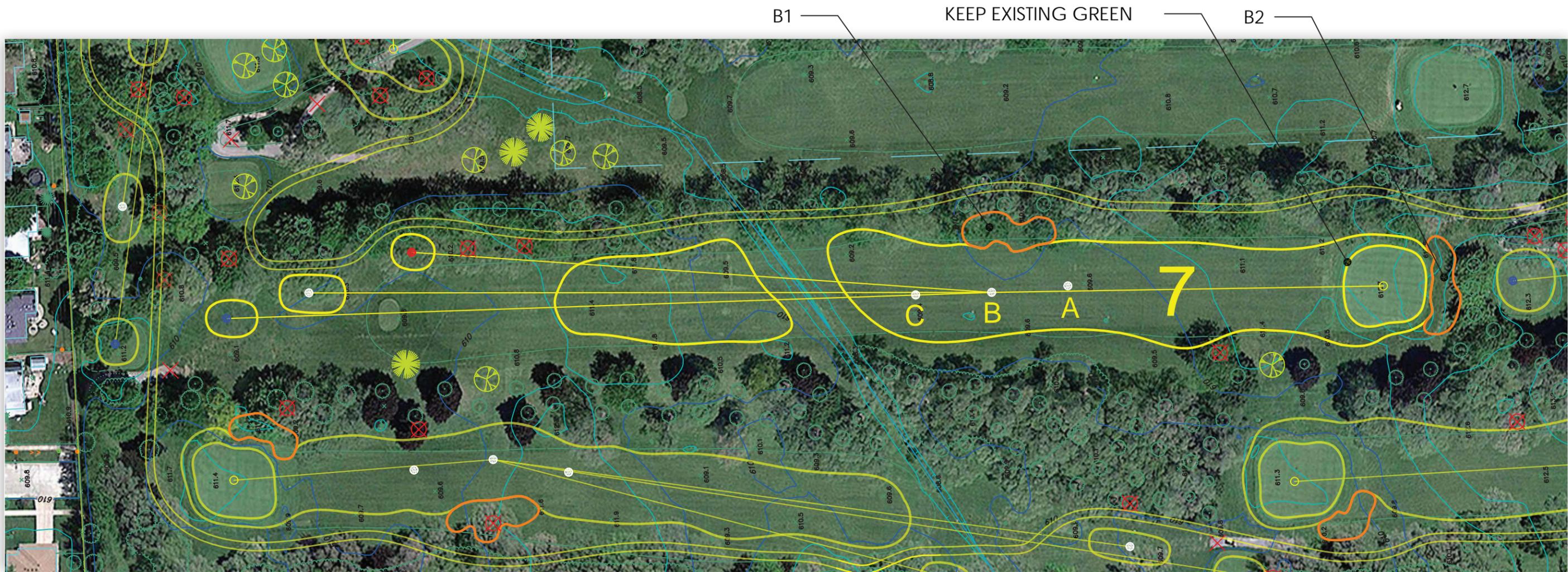
Blue White Red
A: 275 - 237 - 199
B: 250 - 212 - 174
C: 225 - 187 - 149

KEY

-  100 Year Floodplain
-  New Bunkers
-  New Fescue Areas
-  Trees to be Removed
-  Bunker or Cart Path removed
-  Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 7

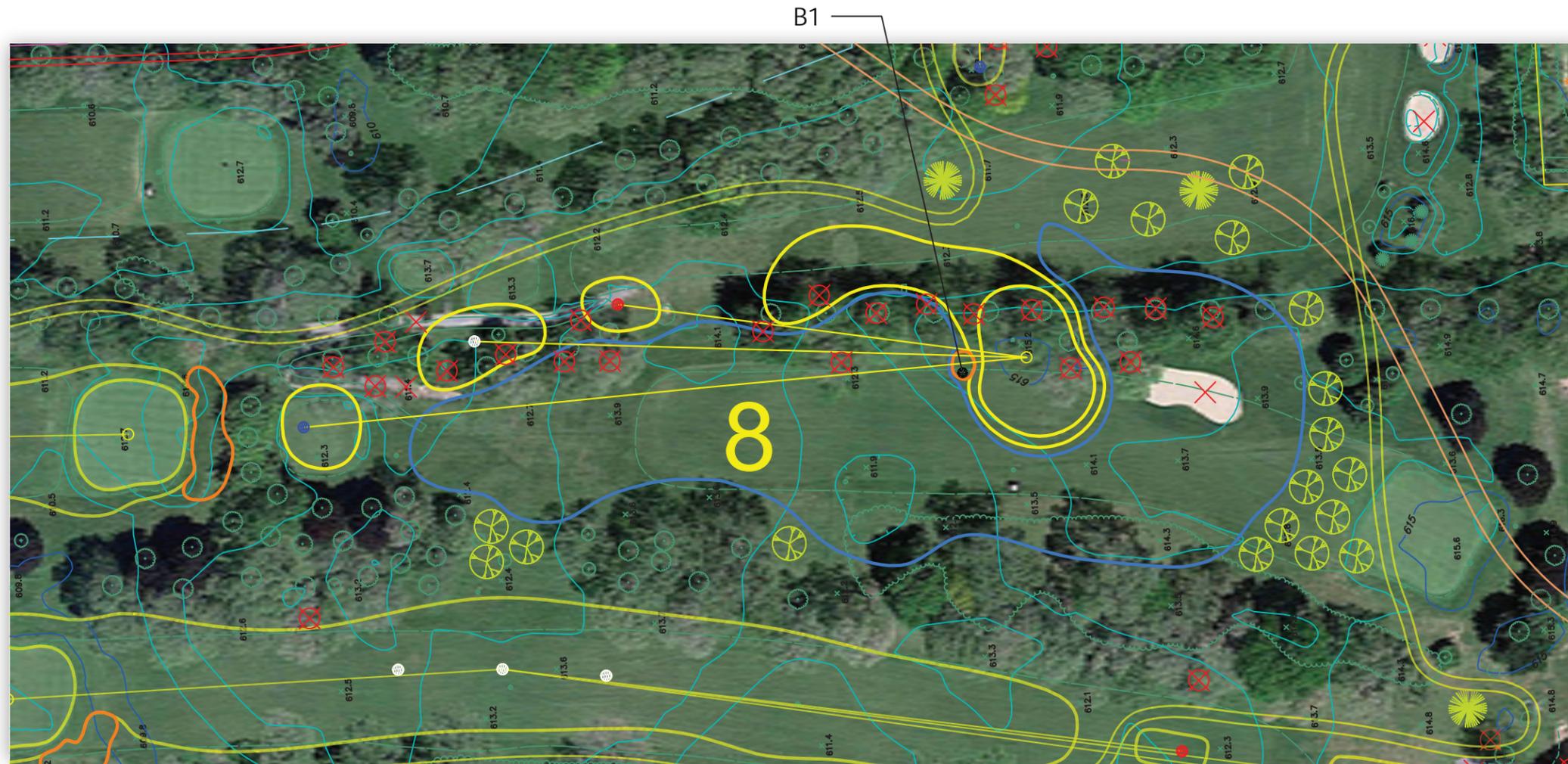


NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

<p>SCORECARD</p> <p>Blue White Red PAR ROPOSED: 378 - 350 - 317 4</p>	<p>SHOT MATRIX</p> <p>Blue White Red A: 275 - 247 - 214 B: 250 - 222 - 189 C: 225 - 197 - 164</p>	<p>KEY</p> <p> 100 Year Floodplain New Fescue Areas Bunker or Cart Path removed</p> <p> New Bunkers Trees to be Removed Proposed Evergreen & Deciduous Trees</p>	<p>SCALE: 1" = 100'</p>
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MASTER PLAN HOLE NO. 8



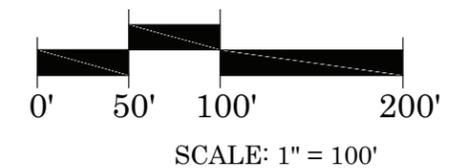
NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

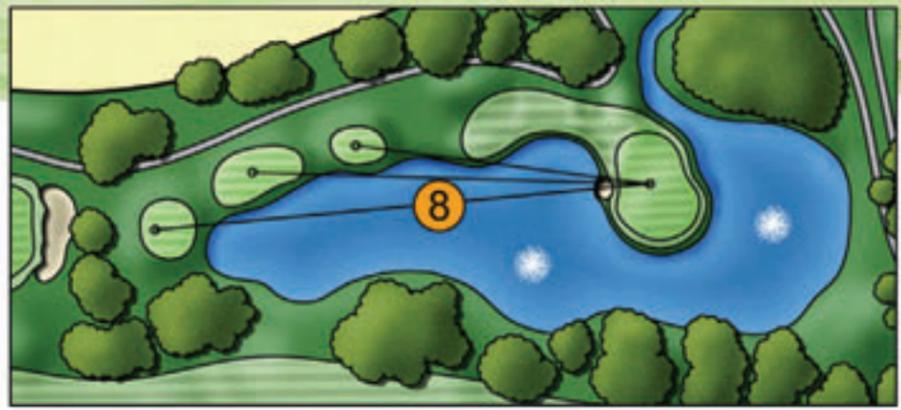
Blue White Red PAR
PROPOSED: 175 - 133 - 100 3

KEY

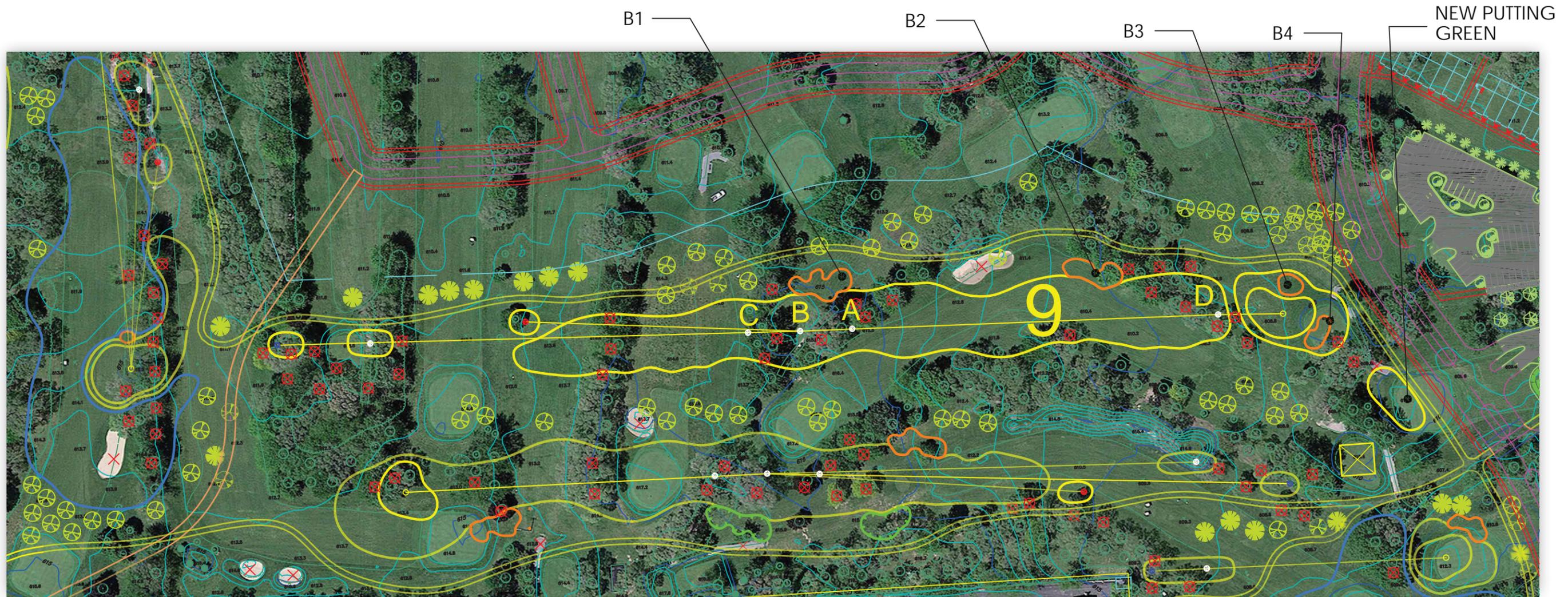
-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 8



MASTER PLAN HOLE NO. 9



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

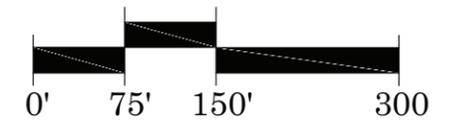
Blue	White	Red	PAR
482	437	363	5

SHOT MATRIX

Blue	White	Red	D
A: 275	230	156	175
B: 250	205	131	200
C: 225	180	106	225

KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees

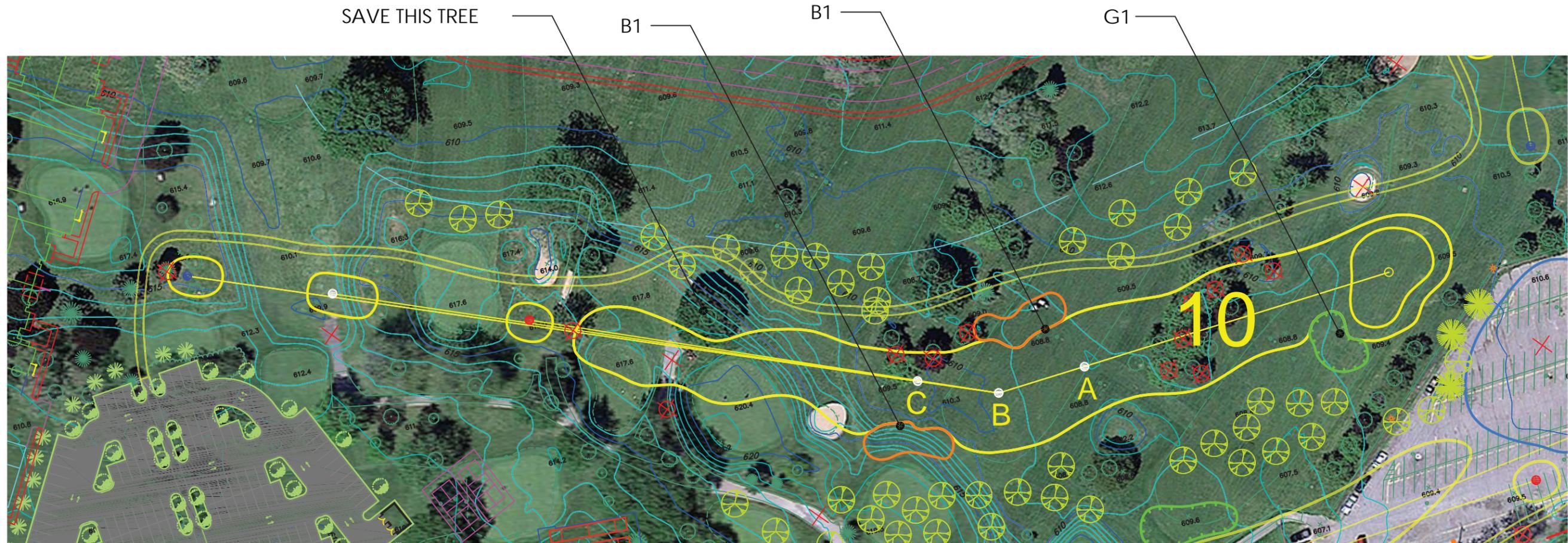


SCALE: 1" = 150'

MASTER PLAN HOLE NO. 9



MASTER PLAN HOLE NO. 10



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

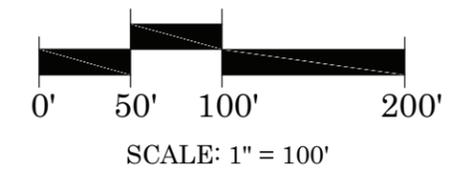
Blue	White	Red	PAR
375	330	268	4

SHOT MATRIX

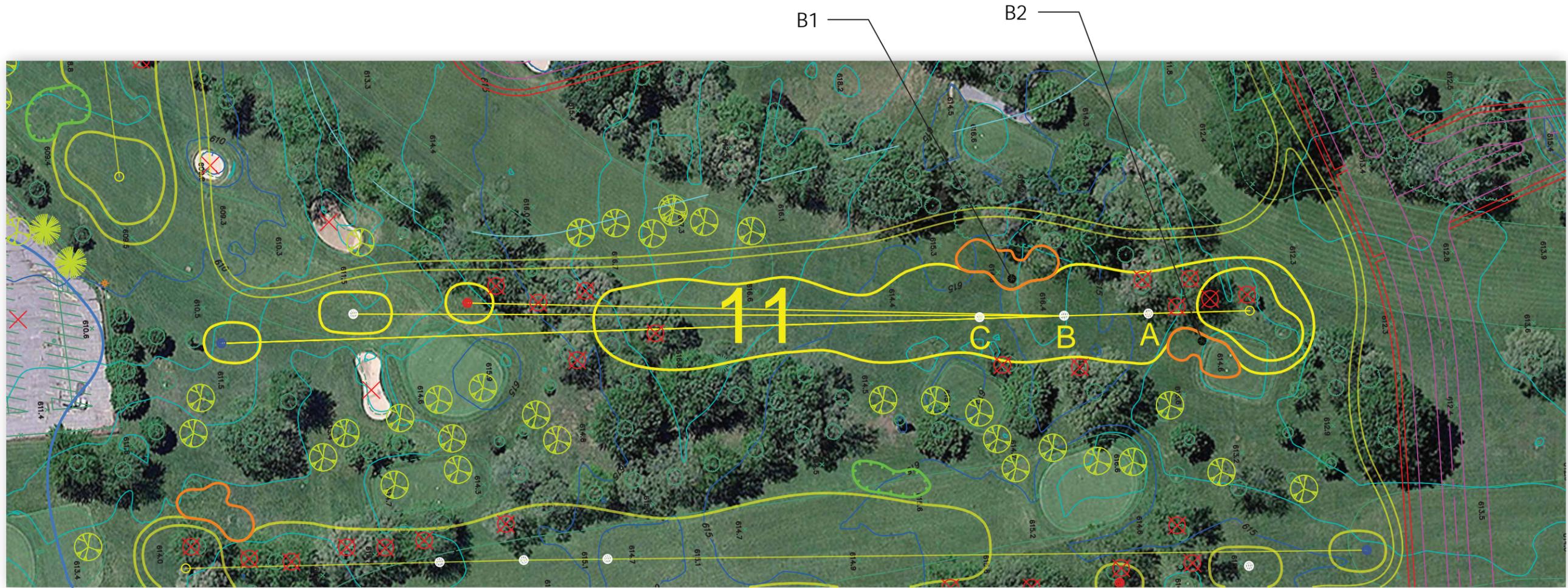
Blue	White	Red
A: 275	230	168
B: 250	205	143
C: 225	180	118

KEY

- 100 Year Floodplain
- New Fescue Areas
- Bunker or Cart Path removed
- New Bunkers
- Trees to be Removed
- Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 11

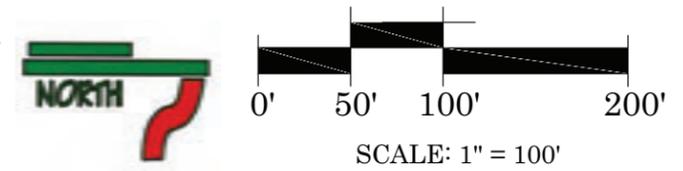


NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

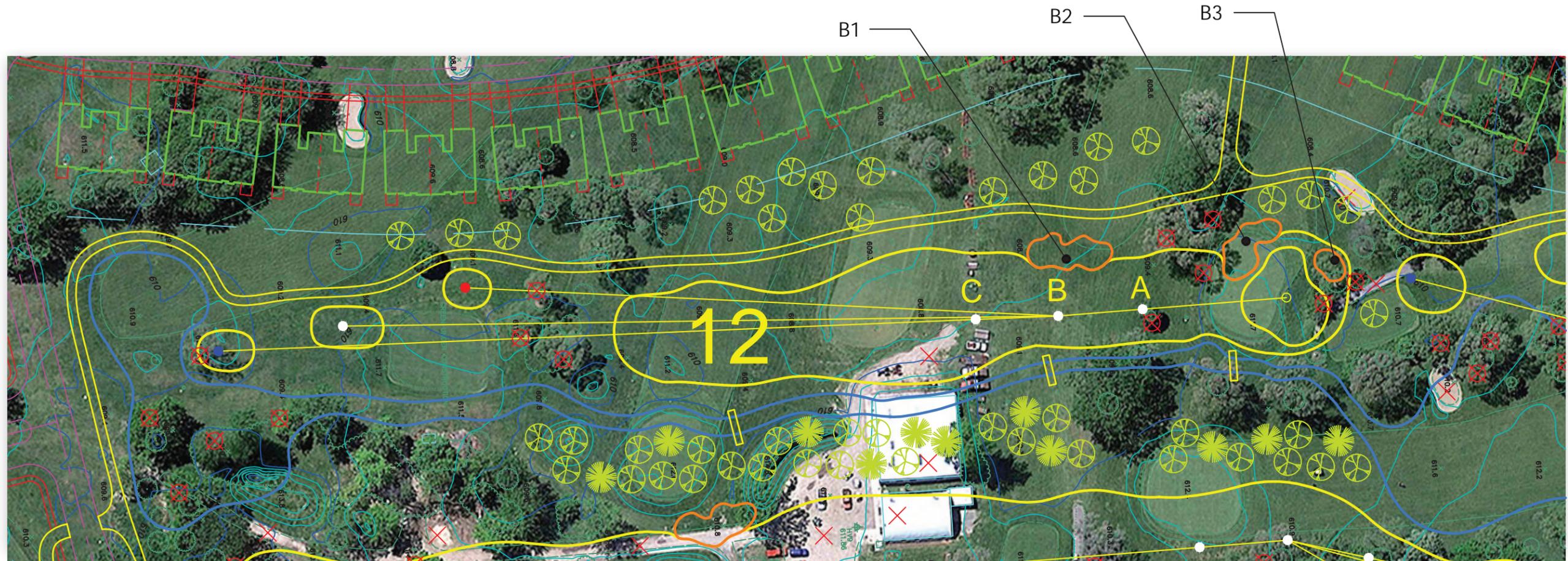
SCORECARD				
Blue	White	Red	PAR	
305	266	232	4	

SHOT MATRIX			
	Blue	White	Red
A:	275	236	202
B:	250	211	177
C:	225	186	152

KEY		
	100 Year Floodplain	
	New Bunkers	
	Trees to be Removed	
		



MASTER PLAN HOLE NO. 12



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

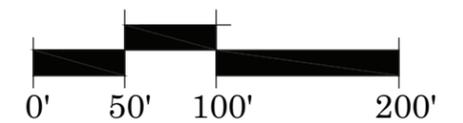
Blue White Red PAR
PROPOSED: 318 - 281 - 245 4

SHOT MATRIX

Blue White Red
A: 275 - 238 - 202
B: 250 - 213 - 177
C: 225 - 188 - 152

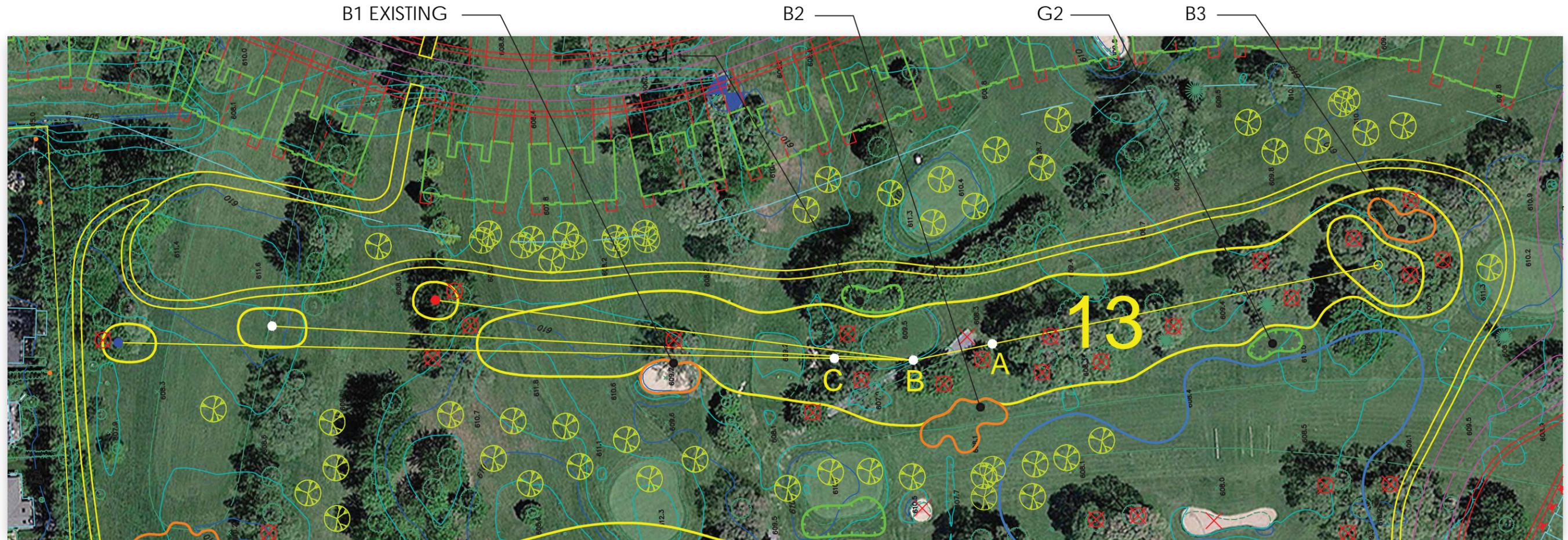
KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees



SCALE: 1" = 100'

MASTER PLAN HOLE NO. 13

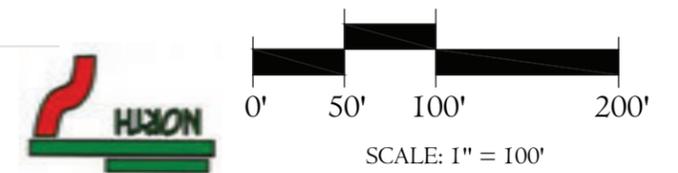


NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD			
Blue	White	Red	PAR
400	351	301	4
PROPOSED:			

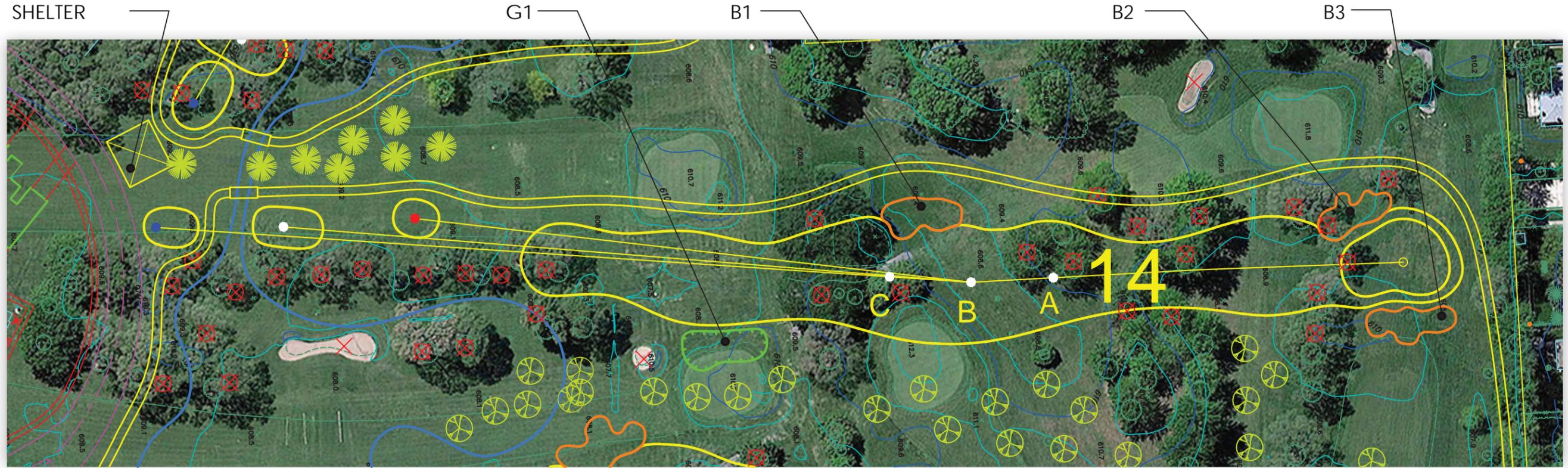
SHOT MATRIX		
Blue	White	Red
A: 275	226	176
B: 250	221	151
C: 225	196	126

- KEY**
- 100 Year Floodplain
 - New Fescue Areas
 - Bunker or Cart Path removed
 - New Bunkers
 - Trees to be Removed
 - Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 14

RESTROOM /
SHELTER



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

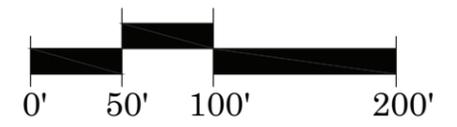
Blue	White	Red	PAR
383	342	302	4

SHOT MATRIX

	Blue	White	Red
A:	275	234	194
B:	250	209	169
C:	225	184	144

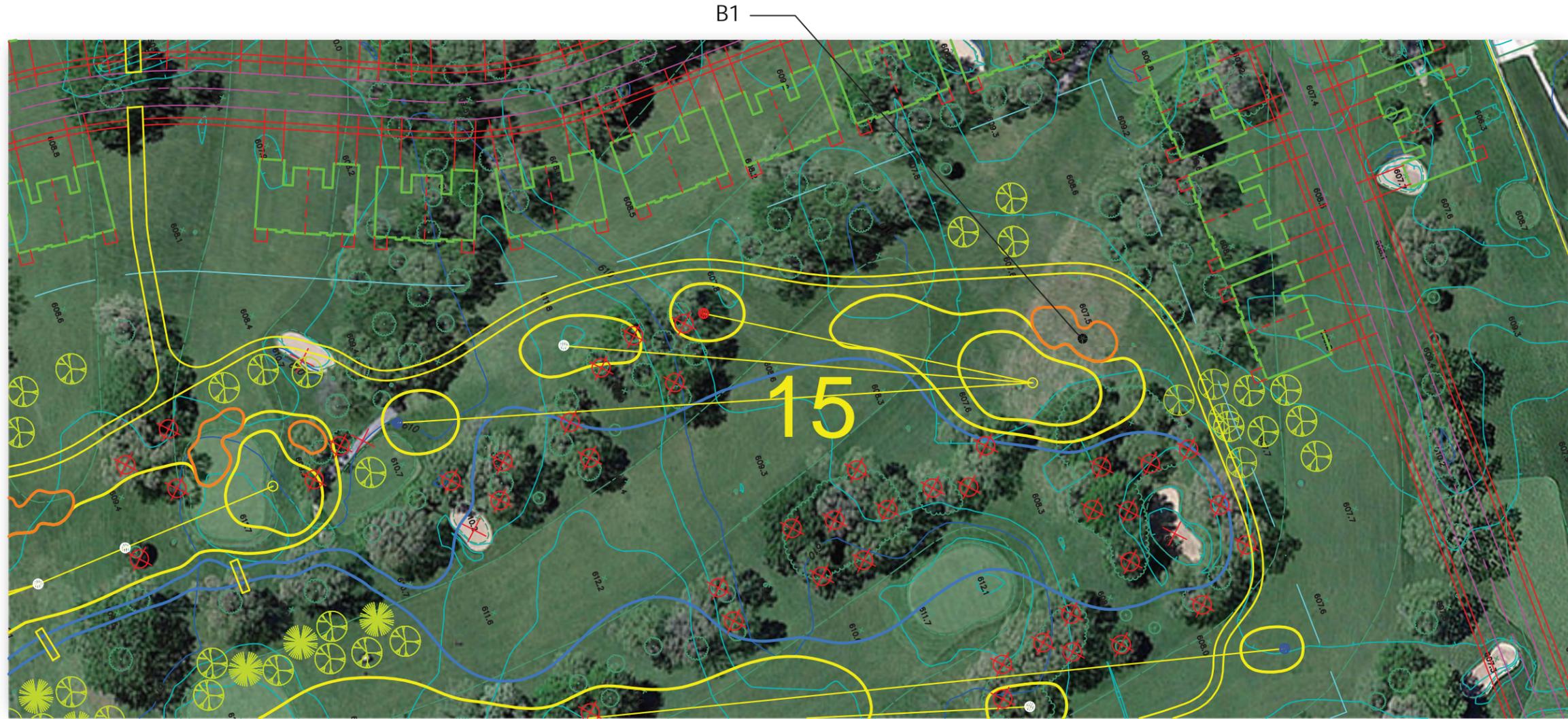
KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees



SCALE: 1" = 100'

MASTER PLAN HOLE NO. 15



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

Blue White Red PAR
PROPOSED: 171 - 126 - 90 3

KEY

 100 Year Floodplain

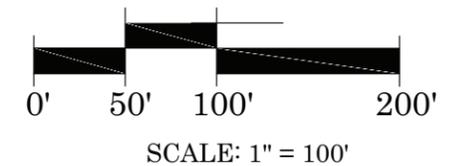
 New Bunkers

 New Fescue Areas

 Trees to be Removed

 Bunker or Cart Path removed

 Proposed Evergreen & Deciduous Trees



MASTER PLAN HOLE NO. 16



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

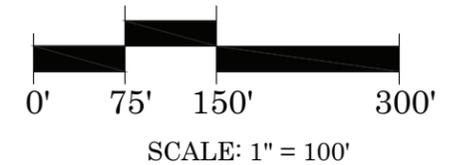
Blue	White	Red	PAR
543	468	387	5

SHOT MATRIX

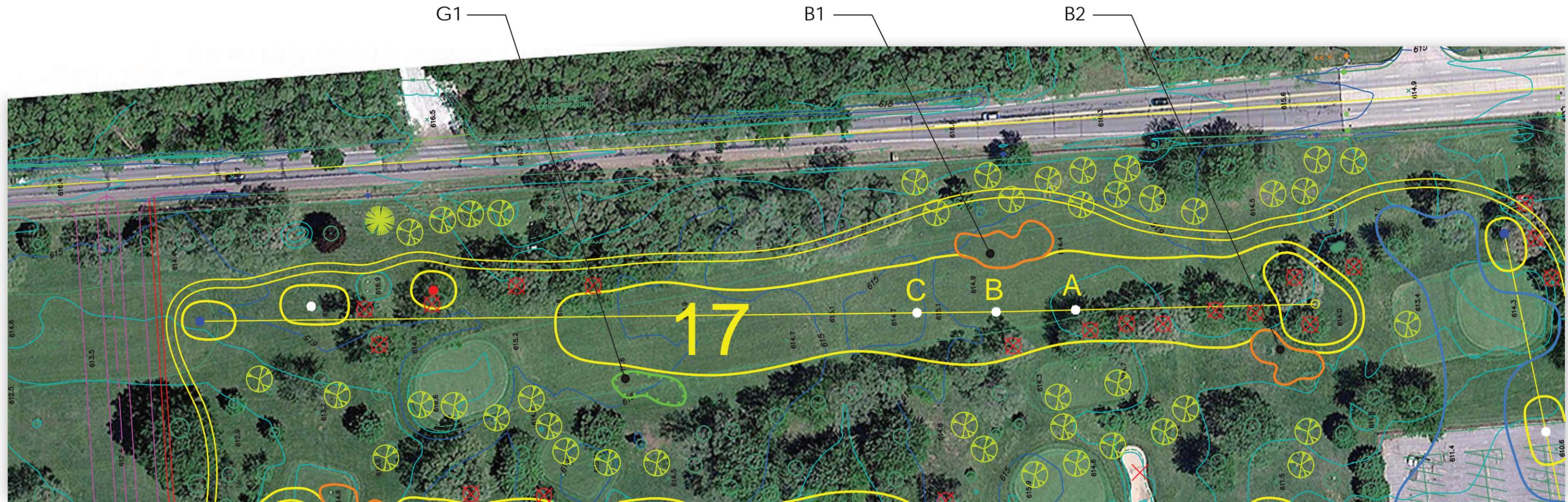
	Blue	White	Red	D
A:	275	200	119	175
B:	250	175	94	200
C:	225	150	69	225

KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees

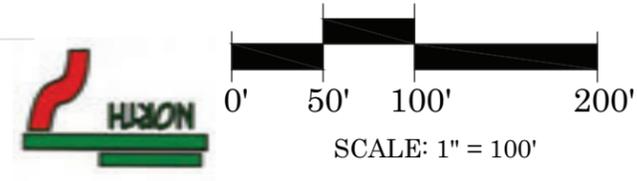


MASTER PLAN HOLE NO. 17



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

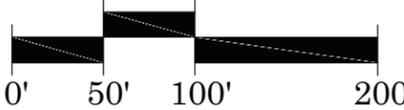
SCORECARD				SHOT MATRIX			KEY						
Blue	White	Red	PAR	Blue	White	Red		100 Year Floodplain		New Fescue Areas		Bunker or Cart Path removed	
PROPOSED: 350	315	277	4	A:	275	240	202		New Bunkers		Trees to be Removed		Proposed Evergreen & Deciduous Trees
				B:	250	215	177						
				C:	225	190	152						



MASTER PLAN HOLE NO. 18



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD	SHOT MATRIX	KEY				
Blue White Red PAR	Blue White Red	 100 Year Floodplain	 New Fescue Areas	 Bunker or Cart Path removed		 SCALE: 1" = 100'
PROPOSED: 395 - 331 - 287 4	A: 275 - 211 - 167	 New Bunkers	 Trees to be Removed	 Proposed Evergreen & Deciduous Trees		
	B: 250 - 186 - 142					
	C: 225 - 161 - 117					

MASTER PLAN HOLE NO. 18

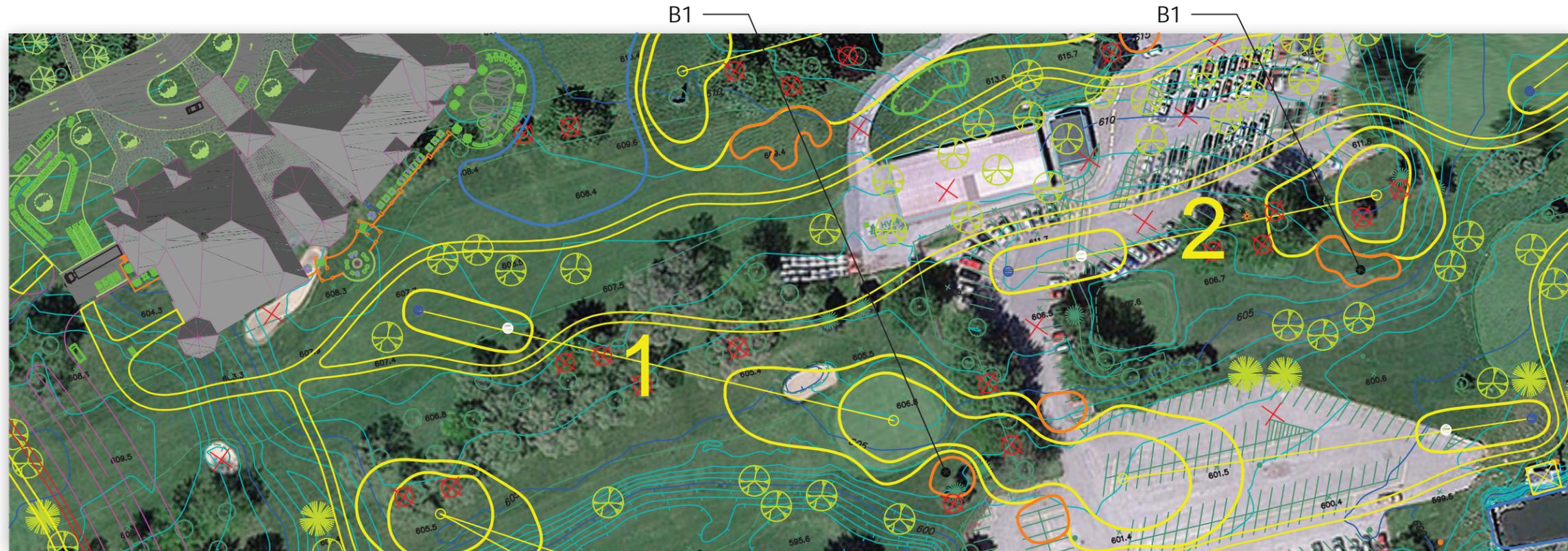




MAPLE LANE

• at Verandas •

MASTER PLAN PAR 3 HOLES NO. 1 & 2



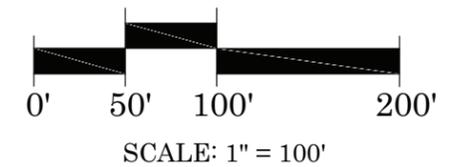
NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

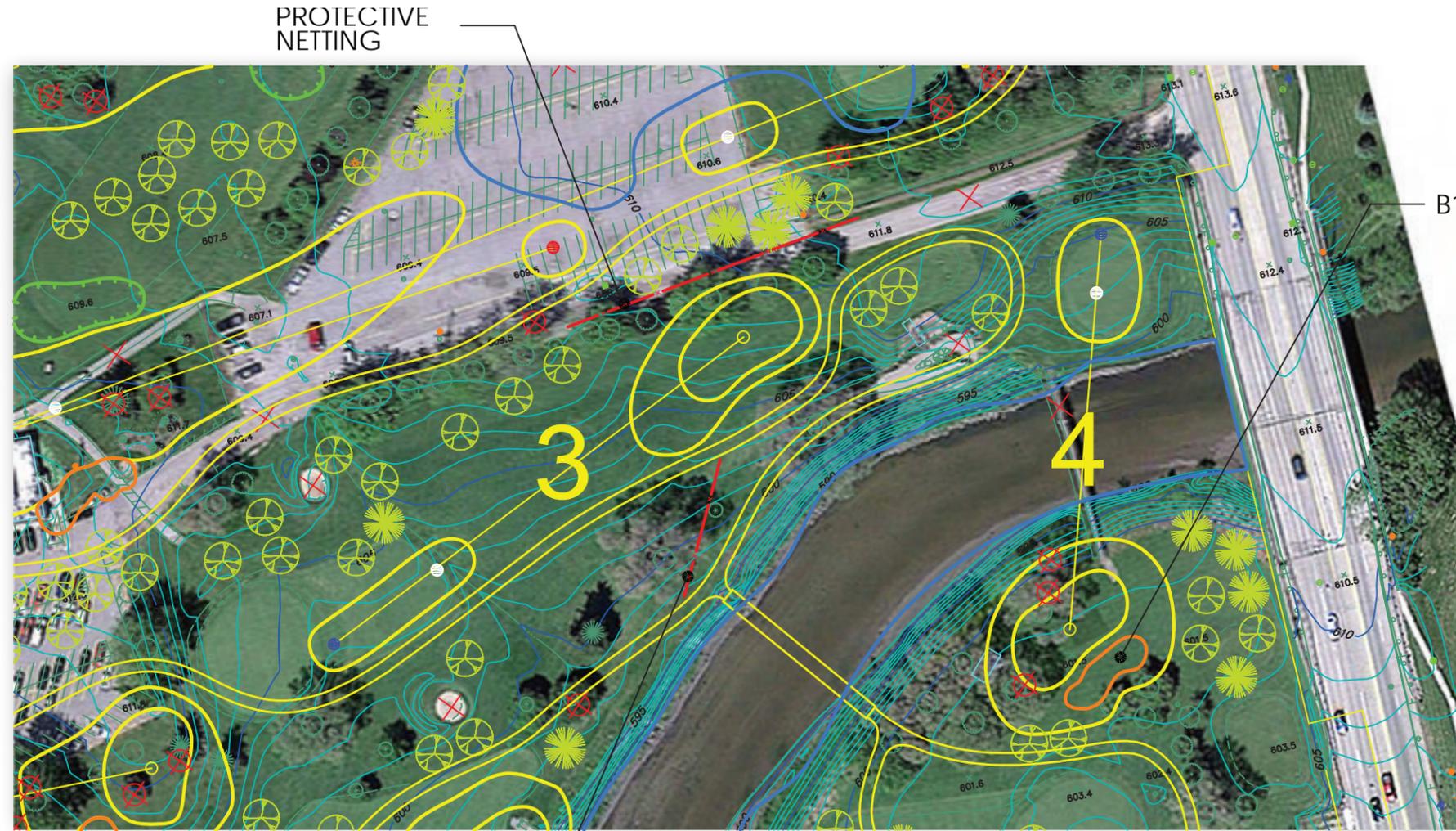
	Blue	White	PAR
PROPOSED Hole 1:	130	105	3
PROPOSED Hole 2:	100	80	3

KEY

-  100 Year Floodplain
-  New Bunkers
-  New Fescue Areas
-  Trees to be Removed
-  Bunker or Cart Path removed
-  Proposed Evergreen & Deciduous Trees



MASTER PLAN PAR 3 HOLES NO. 3 & 4



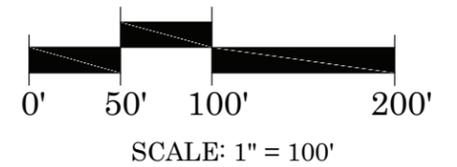
NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

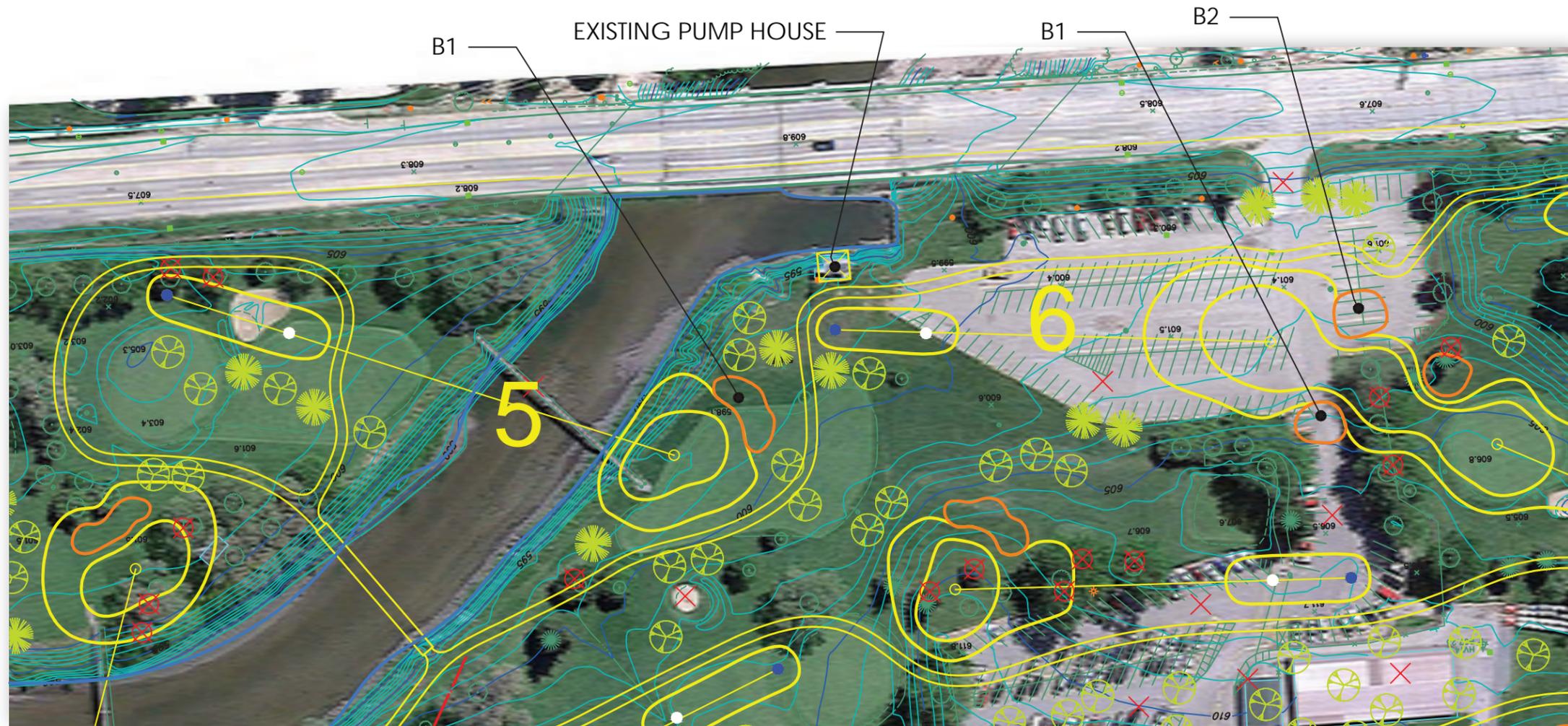
	Blue	White	PAR
PROPOSED Hole 3:	114	- 86	3
PROPOSED Hole 4:	90	- 75	3

KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees



MASTER PLAN PAR 3 HOLES NO. 5 & 6



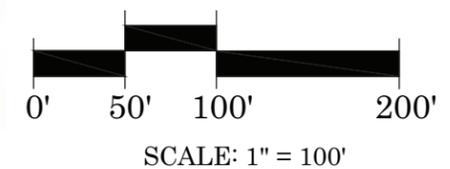
NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

	Blue	White	PAR
PROPOSED Hole 5:	135	- 102	3
PROPOSED Hole 6:	110	- 87	3

KEY

-  100 Year Floodplain
-  New Fescue Areas
-  Bunker or Cart Path removed
-  New Bunkers
-  Trees to be Removed
-  Proposed Evergreen & Deciduous Trees



MASTER PLAN PAR 3 HOLES NO. 7, 8 & 9



NOTE: STOCKPILE AND SAVE ALL EXISTING GREENS MIX

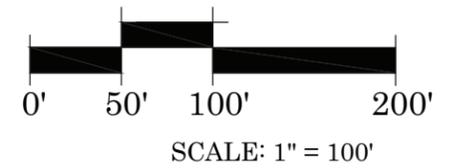
STOCKPILE AND SAVE ALL EXISTING TEE MIX

SCORECARD

	Blue	White	PAR
PROPOSED Hole 7:	116	91	3
PROPOSED Hole 8:	145	120	3
PROPOSED Hole 9:	141	115	3

KEY

- 100 Year Floodplain
- New Fescue Areas
- Bunker or Cart Path removed
- New Bunkers
- Trees to be Removed
- Proposed Evergreen & Deciduous Trees



NIGHT VIEW HOLE 5



Hole 5 / Par 3
135-110 YDS

The lighted par 3 course will add an incredibly unique element to the golf experience at the Maple Lane Golf Course. The new nine very unique par 3 holes will offer beginners and experienced golfers a chance to enjoy a condensed, thrilling and fun packed golf experience. New technology in lighting will allow just the course to be illuminated while allowing only minimal light glare to filter off site. Along with the 18 hole course and new clubhouse, this new nine hole par 3 course will be a tremendous amenity for the City of Sterling Heights, residents in the Verandas at Maple Lane Community and public golfers through Southeast Michigan to enjoy.

IRRIGATION CONSIDERATION FOR VERANDAS

Current Water Rates for Sterling Heights

- \$22.67 / 1000cf for first 3000cf
- Then \$28.34 / 1000cf

Basis of Design

- Assume 18 hole course requires 30,000,000 gal / year.
- Assume holes 10, 11, 17, 18 and Par 3 Course to be irrigated from existing pumps in Red Run Drain.
- Therefore, 14 holes need irrigation supply from City.
- $30,000,000 / 18 = 1,666,666$ gal / hole / yr
- $1,666,666 \times 14$ holes = 23,333,000 gal / yr = 3,120,000 cf / yr
- Assume 6 month irrigation season which means 6 water bills per year.
(SF is billed quarterly, all others monthly.)

$$3,120,000\text{cf} / 6 = 520,000\text{cf} / \text{billing cycle}$$

$$\text{First } 3000\text{cf} @ \$22.67 / 1000\text{cf} = \$68$$

$$\text{Next } 517,000\text{cf} @ \$28.34 / 1000\text{cf} = \underline{\$14,651}$$

$$\text{Total} = \$14,720 \text{ per billing cycle} \times 6 \text{ billing cycle} = \$88,000 \text{ year}$$

Note: grown in period requires 2.5 times the maintenance amount of irrigation, therefore first year costs = $\$88,000 \times 2.5 = \$220,000$





CLUBHOUSE OVERVIEW

The Veranda is a world-class golf and community clubhouse set in the leafy golf and residential landscape of The Verandas, a premier adult-active residential and golf community in Sterling Heights, Michigan. The classically elegant facades of the building, crafted in fine stone, timeless brick and rich traditional details, enclose a wide variety of functions designed to serve the needs of residents, as well as the community at large.

A soaring Grand Lobby, in the shape of an octagon, is the heart and soul of The Veranda and connects the residents' amenities on one side, to the golf club and public restaurant on the other. Accessible directly from The Veranda's main entrance, the Grand Lobby imparts a sense of welcome to homeowners and visitors alike, and looks out to the lush golf course landscape. The Grand Lobby's expansive windows frame a view of The Veranda's outdoor areas such as a circular fire pit lounge and sunny elevated terraces.

The residents' half of The Veranda features facilities such as a large indoor pool, a glazed-in fitness room, and a multi-purpose movement studio for yoga classes. These are complemented by The Veranda's own Residents' Club Room, with fireplace, a corner bar, and sweeping views of the golf course. An adjacent terrace connects The Veranda's facilities to the outdoor pool, and is at the disposal of residents in good weather.

The restaurant on the other side of the Grand Lobby consists of a dining room, a pizza bar with its own wood-burning oven, and a lavish three-season loggia for outdoor dining. The configuration of the restaurant and its location next to the Grand Lobby make it an ideal spot for private functions – from a golf banquet to a lavish indoor-outdoor wedding. Facilities for golfers include a pro shop, restrooms with lockers and showers, and a snack bar for quick service drinks and snacks. Golf carts are stored conveniently under the building – out of sight, out of the weather, but convenient to golfers.

With its lavish silhouette of domes, towers and finials, purposefully pointing to its various entrances and the great variety of features to be found within, The Veranda will truly become the jewel in the crown of The Verandas, as well as a new landmark for Sterling Heights and the surrounding communities it was designed to serve.



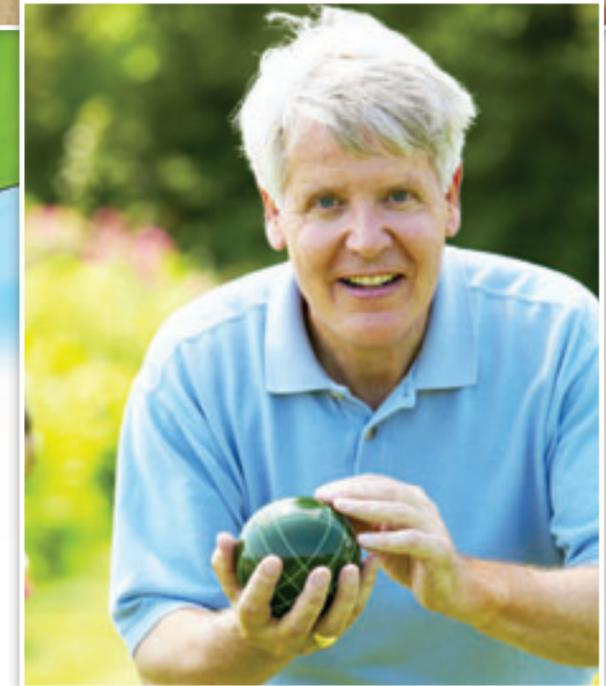
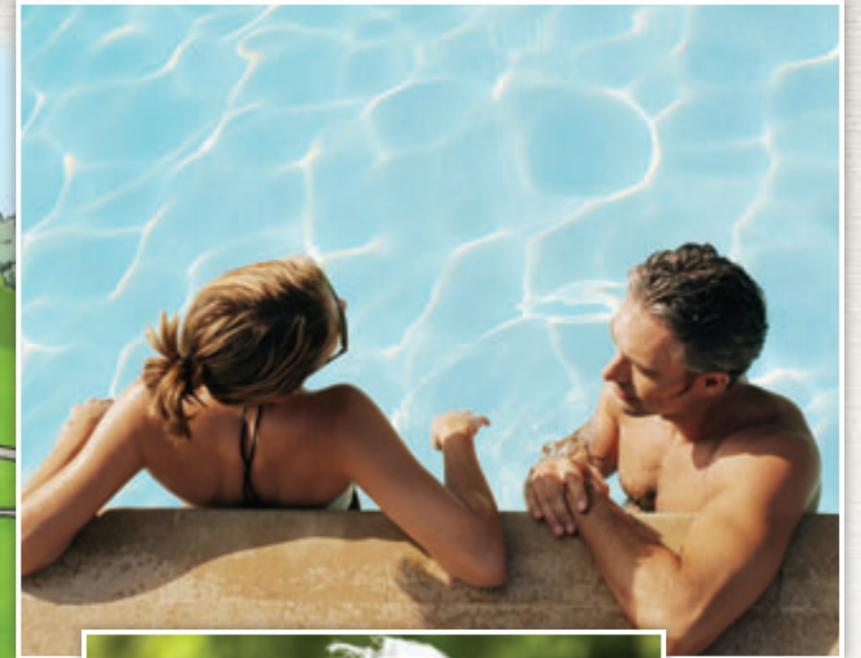
Bruce Allen Kopytek, RA
Vice President
Fieldstone Architecture & Engineering



THE
VERANDA
Clubhouse • Spa & Fitness • Celebrations



CLUBHOUSE REAR ELEVATION PERSPECTIVE



CLUBHOUSE ELEVATION RESTAURANT PERSPECTIVE



CLUBHOUSE ELEVATION GOLF SHOP PERSPECTIVE



CLUBHOUSE NORTH AND EAST ELEVATION

North Elevation



East Elevation

CLUBHOUSE SOUTH AND WEST ELEVATION

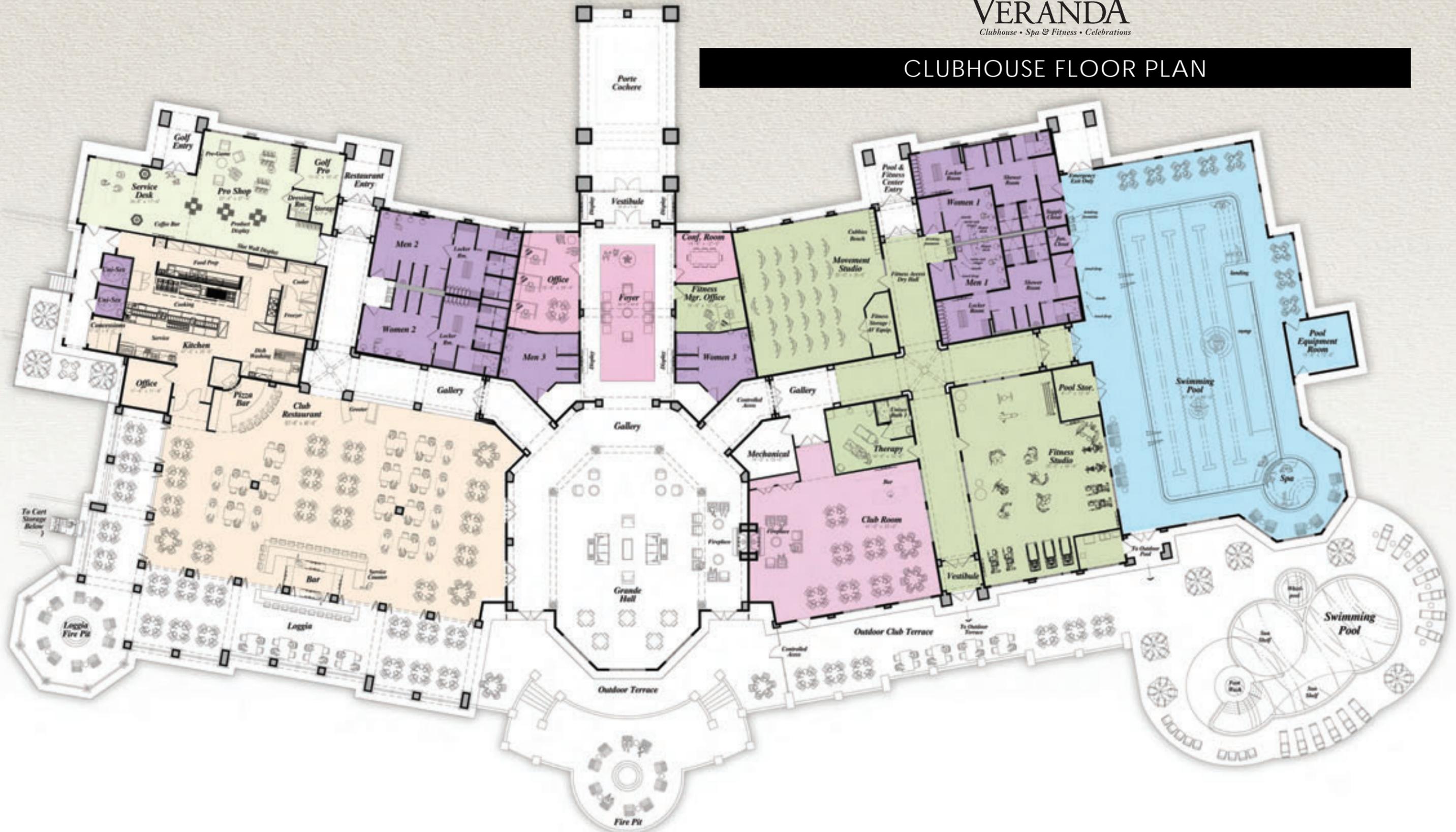
South Elevation



West Elevation



CLUBHOUSE FLOOR PLAN



CLUBHOUSE PUBLIC AREAS



Golf Pro Shop



Loggia Dining

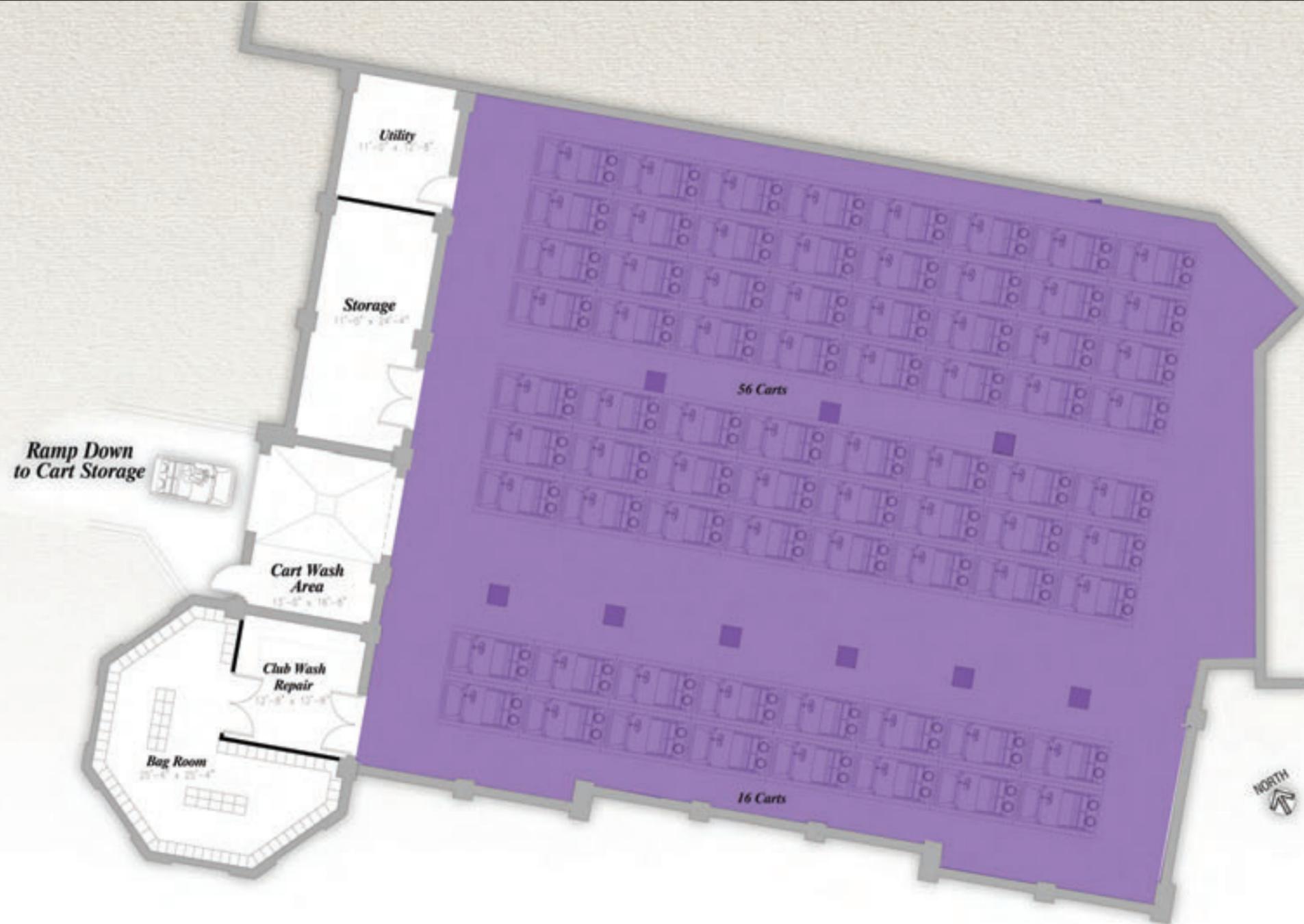


Loggia Fire Pit



Restaurant / Bar

CLUBHOUSE CART GARAGE



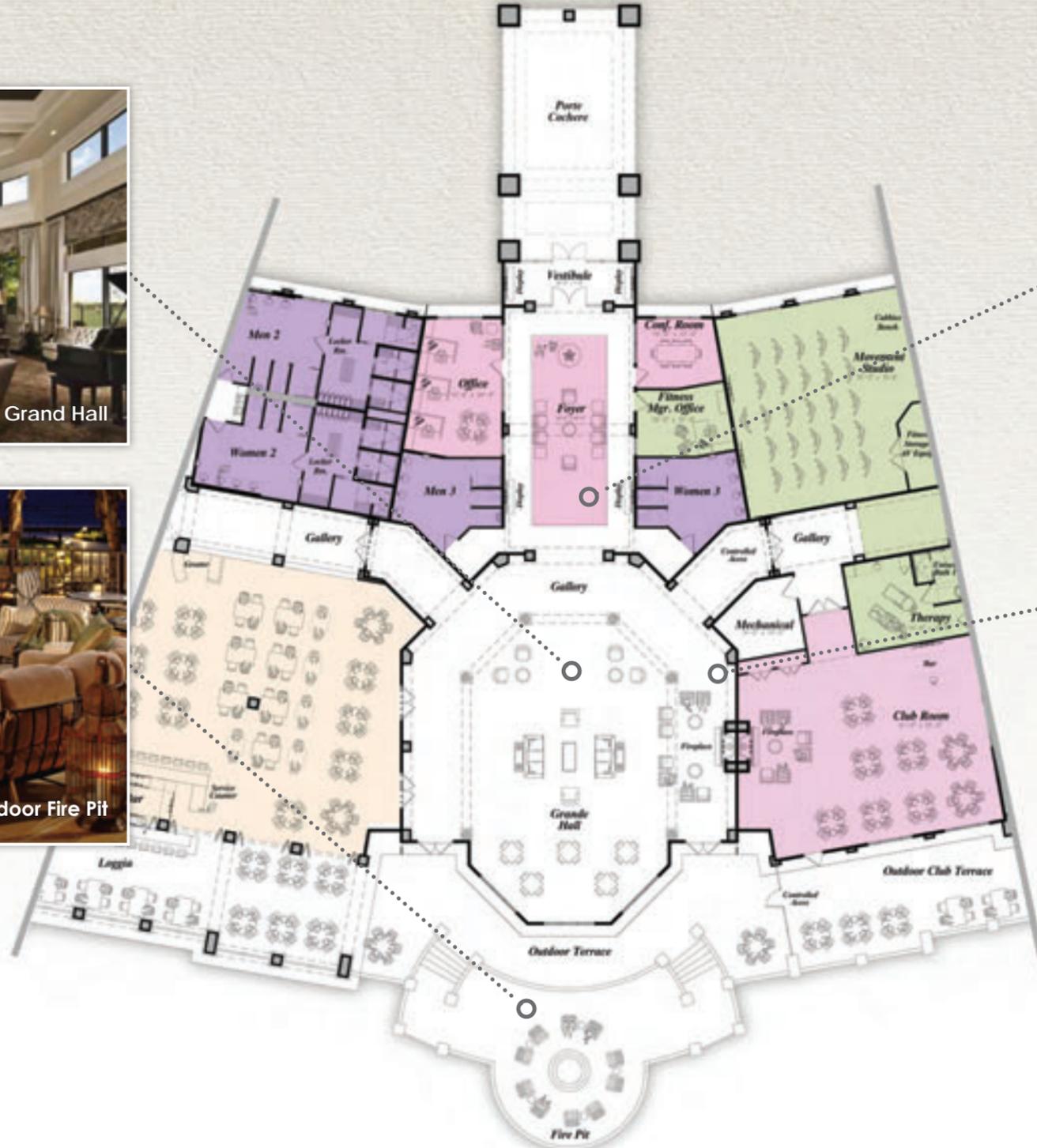
CLUBHOUSE GRAND ENTRANCE



Grand Hall



Outdoor Fire Pit



Entry / Foyer



Gallery

CLUBHOUSE COMMUNITY SPACES



Movement Gym



Fitness Studio



Club Room



Indoor Swimming Pool



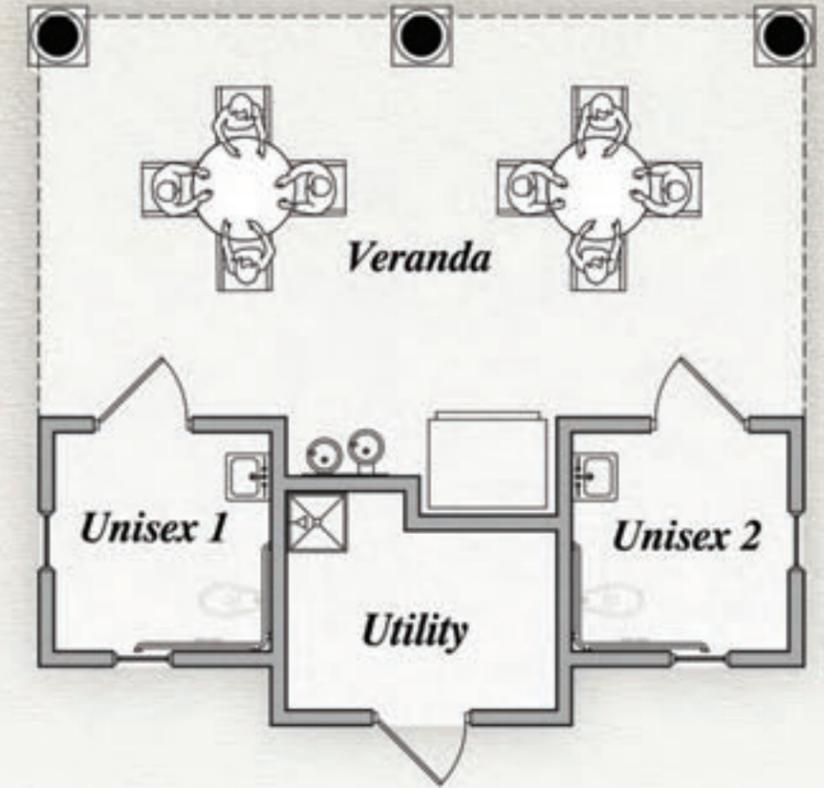
Outdoor Swimming Pool



Outdoor Swimming Pool

HALFWAY HOUSE

Front Elevation



Left Side Elevation (Right Side Sim.)



Rear Elevation





THE
BARNs
• at Maple Lane •



Proposed

Existing

Existing



Michigan's Legendary Dream Builder

Sterling Heights Planning Commission
c/o Chris McLeod
40555 Utica Road
Sterling Heights, Michigan 48313

RE: Maple Lane Holdings, LLC's Planned Unit Submission (PUD) for Verandas

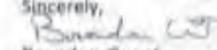
Mr. Chairman,

Please accept the Application, required and supplemental materials as outlined in the Sterling Heights PUD ordinance, for the Verandas:

PUD Submission Components:

	Verandas Booklet
a) Boundary Survey (1" = 200')	S-4
b) Current Aerial Photograph (1" = 200')	Pgs. 17, S-5
c) Application Form & Fee	Completed & Paid, S-2
d) Time Line Narrative	S-3
e) Site Plan	Pgs. 6, 25-44, S-6
1. Land Use, Acreage Allotted to Each, Residential Density Overall & Generalized Building Footprints;	Pgs. 11, 22, 7-8, 25-44, S-7
2. Roads, Parking Areas, Drives, Driveways and Pedestrian Pathways	Pgs. 7, 8, 12, S-7
3. Building Setbacks and Spacing	Pgs. 7, 8, S-10/11
4. General Location and Type of Landscaping Proposed	Pgs. 9, 10, S-12/13
5. Any Significant Woodlands That Will Be Preserved	N/A
6. A Preliminary Layout of the Stormwater Drainage Plan, including Detention & Retention Ponds	Pgs. 15, S-8
7. Locations of Public or Private Utilities	Pgs. 15, S-8/9
8. Identification of Each Phase	Pgs. 6, 25-44
f) Additional Graphics or Materials To Support Submission	Entire Verandas Booklet

We look forward to being on the October 13, 2016 regularly scheduled Planning Commission agenda for your review.

Sincerely,

Brandon Guest
Project Manager

3005 UNIVERSITY DRIVE AUBURN HILLS, MICHIGAN 48326 (248) 340-9400 FAX (248) 340-9401
MOCERI.COM





PSP16- _____
DATE _____

APPLICATION FOR SITE PLAN APPROVAL
CITY OF STERLING HEIGHTS

Approval of a site plan is hereby requested for the following parcel of land in the City of Sterling Heights. This application is submitted with TEN(10) copies of the site plan and other data as required by the City Zoning Ordinance and outlined in the procedure guide for approval of site plans.

TWELVE (12) copies of site plan are required if going to Planning Commission.

PLEASE PRINT OR TYPE ALL INFORMATION.

1. Proposed development name: Verandas
2. Parcel address: 33203 Maple Lane Drive
3. Location of property is on the West side of Maple Lane Drive
Road between 14 Mile Road and Maple Road in Section 24 & 35

4. The property is presently zoned R-80
5. The total site area is 288 acres.
6. Portion of total site area being developed is 100% of site has been developed, 100% will be redeveloped
7. It is proposed that the following building(s) will be constructed (indicate the number of buildings;
whether they will be sold or retained under single ownership; and, if they are to be leased, the period of the lease.
- 277 Single Family Cottages and 116 Duetts for sale
- 110 Ranchettes, 108 Apartment Homes and 38 Townhomes for lease
- Senior Residence Building - 160 units (CCRC), Clubhouse - Pool, Banquet Center,
Golf Pro Shop, 18 Hole Golf Course and 9 Hole Practice Course.

PAGE 2

9. Present land owner:

Maple Lane Holdings, LLC. 3005 University Drive, #100
(name) (address)

Auburn Hills Michigan 48326 248.340.9400
(city) (state) (zip) (phone)

10. Applicant requesting site plan approval:

Dominic J. Mocerl 3005 University Drive, #100
(name) (address)

Auburn Hills Michigan 48326 248.860.5519
(city) (state) (zip) (phone)

Dominic@mocerl.com
(email address)

11. Applicant's basis of representation (e.g., owner, attorney, architect, engineer, option to buy):

Agent of Owner


Signature of Land Owner

Dominic J. Mocerl
Print Name

Signature of Applicant(s)

Print Name

- ❖ DOCUMENTATION MUST BE INCLUDED THAT VERIFIES OWNERSHIP OR INTEREST IN THE PROPERTY (i.e., Warranty Deed, Land Contract, lease, option, etc.)
- ❖ IF THE APPLICANT INTENDS TO APPLY FOR A LIQUOR LICENSE, YOU MUST FILE AN APPLICATION WITH THE CITY CLERK'S OFFICE PRIOR TO BEGINNING CONSTRUCTION.
- ❖ ALL PRINTS MUST BE SEALED AND FOLDED WITH THE TITLE BLOCK SHOWN.

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Michigan's Legendary Dream Builder

Sterling Heights Planning Commission
c/o Chris Mcleod
40555 Utica Road
Sterling Heights, Michigan 48313

RE: Verandas - Project Completion Time Line

Mr. Chairman,

The completion goal for the whole residential community, including golf course and amenities, is between twelve and fifteen years.

This first phase, consisting of Verandas Boulevard and the requisite mainline utilities from 14 Mile Road to Maple Lane Roads is 30 months of City Council approval. The different neighborhoods, if home and condominium construction has not already commenced, will begin and be absorbed at a rate of 60 units a year – five per month – as projected.

How the different neighborhoods are constructed and in which order will rely heavily on market conditions and product demand, all phasing will comply with best management practices for public safety, for both vehicular circulation and public utility reliability & redundancy

Sincerely,

Brandon Guest
Project Manager

3003 UNIVERSITY DRIVE AUBURN HILLS, MICHIGAN 48326 (248) 346-9400 FAX (248) 340-9461

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VERANDAS



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 Golf Course Design, Inc.

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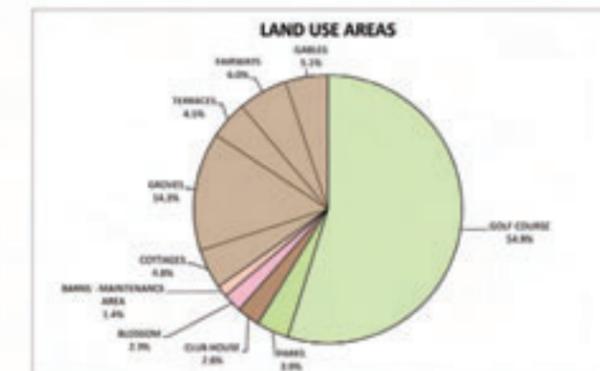
Fieldstone
 ARCHITECTS & CONSTRUCTORS



LAND USE EXHIBIT

PHASES	NUMBER OF UNITS	AREA IN ACRES	% OF TOTAL AREA
GOLF COURSE	N/A	156.1	34.9
PARKS	N/A	13.2	3.9
CLUB HOUSE	N/A	8.0	2.8
BLOSSOM	340 SENIOR RESIDENCES**	6.6	2.3
BARN - MAINTENANCE AREA	N/A	4.0	1.4
COTTAGES	72 SF HOMES	13.9	4.8
GROVES	205 SF HOMES	41.2	14.3
TERRACES	108 APARTMENT HOMES	13.2	4.5
FAIRWAYS	76 DUETS	17.2	6.0
GABLES	110 QUAD RANCH HOMES	14.8	5.1
TOTALS:	807 UNITS	288.2 ACRES	100%

** 128 INDEPENDENT LIVING WITH ENHANCED SERVICES + 61 ASSISTED LIVING



NOTE: INITIAL PHASE TO BE VERANDAS BOULEVARD AND ASSOCIATED GRADING

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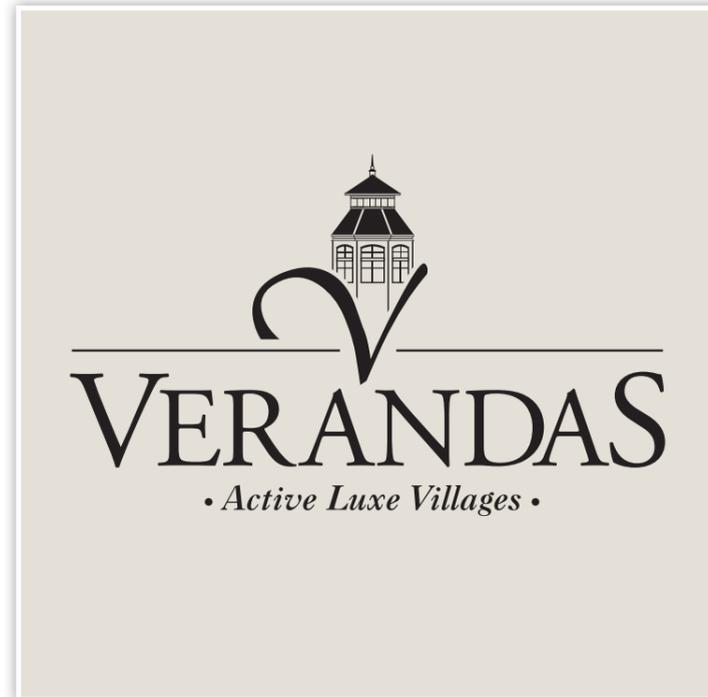


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REPORT ON THE CITY COUNCIL MEETING
OF TUESDAY, NOVEMBER 15, 2016

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

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

Moved: Koski

Seconded: Ziarko

RESOLVED, to approve the Agenda, as presented.

The motion carried. 6/0. Absent: Romano.

Agenda Item #1

Moved: Ziarko

Seconded: Schmidt

RESOLVED, to approve the application by Maple Lane Holdings LLC for a Planned Unit Development on 288 acres situated north of 14 Mile Road, west of Maple Lane Road, PPCM-1161, subject to the terms and conditions set forth in the Verandas Planned Unit Development Agreement, and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.

The motion carried. 6/0. Absent: Romano.

Agenda Item #2

Moved: Koski

Seconded: Ziarko

RESOLVED, to approve the Consent Agenda, as presented.

- A. Approval of Minutes
Regular Meeting of November 1, 2016
- B. To approve payment of the bills as presented: General Fund - \$690,276.23, Water & Sewer Fund - \$2,994,417.57, Other Funds - \$2,997,864.71, Total Checks - \$6,682,558.51.
- C. To authorize the City Attorney to pursue all available remedies to abate the code violations and nuisance conditions existing at 36950 Dequindre Road.
- D. To set a public hearing on Tuesday, December 6, 2016 at 7:30 p.m. regarding the proposed Parks, Recreation and Non-Motorized Master Plan 2017 – 2021.
- E. To approve: (A) the Agreement for Professional Architectural Services for Construction of Community Center between the City of Sterling Heights and George J. Hartman Architects, P.C.; (B) Agreement for Professional Architectural Services for Construction of Park Improvements between the City of Sterling Heights and Dorchen/Martin Associates, Inc.; and, authorize the Mayor and City Clerk to sign the Agreements on behalf of the City.

The motion carried. 6/0. Absent: Romano.

Agenda Item #3

Moved: Ziarko

Seconded: Schmidt

RESOLVED, to: (A) Approve the memorandum of understanding between the City of Sterling Heights and MAPE Professional and Technical Employees creating the Risk Management Coordinator classification; and, (B) Approve the memorandum of understanding between the City of Sterling Heights and MAPE Supervisory Employees Union creating the Human Resources and Benefits Manager job classification; and, (C) Authorize the Mayor and City Clerk to sign the memorandums of understanding on behalf of the City.

The motion carried. 6/0. Absent: Romano.

Adjourn

Moved: Ziarko

Seconded: Schmidt

RESOLVED, to adjourn the meeting. The meeting was adjourned at 10:22 p.m.

The motion carried. 6/0. Absent: Romano

THIS IS A SUMMARY OF ACTIONS TAKEN AT THE CITY COUNCIL MEETING. THE OFFICIAL MINUTES WILL BE POSTED TO THE WEBSITE, AT WWW.STERLING-HEIGHTS.NET, WHEN THEY ARE APPROVED.

Clerk of the Council