1. January 17, 2017 Agenda

   Documents:

   01-17-17 - COUNCIL AGENDA.PDF

2. January 17, 2017 Packet

   Documents:

   01-17-17 - COUNCIL PACKET.PDF

MAYOR
Michael C. Taylor

COUNCIL MEMBERS

Barbara A. Ziarko, Mayor Pro Tem
Deanna Koski
Maria G. Schmidt
Nate Shannon
Doug Skrzyniarz

CITY OF STERLING HEIGHTS

AGENDA FOR REGULAR CITY COUNCIL MEETING

TUESDAY, JANUARY 17, 2017

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 Chalk Spade Investments (USA), Inc. for a Planned Unit Development on 154.4 acres situated north of 17 Mile Road, west of Van Dyke, PPCM-1165 (Presentation – Chris McLeod, City Planner).**

ORDINANCE ADOPTION

2. **To consider adoption of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the north side of 18 Mile Road, east of Dequindre Road, in Section 7 from C-2 (Planned Comparison Business District) to C-3 (General Business District); Case No. PZ16-1149 (Presentation – Chris McLeod, City Planner).**

3. CONSENT AGENDA

A. Approval of Minutes
Regular Meeting of January 3, 2017

B. Approval of Bills

C. To purchase a LIFEPAK 15 V4 cardiac monitor/defibrillator and ancillary equipment (Total expenditure of $35,280.84).

D. To purchase equipment and professional services to upgrade the City-wide IT network (Total expenditure of $217,898.36).

E. To set a public hearing to consider the application by Setzer Properties WRN, LLC for a Planned Unit Development on 51.6 acres situated on the east side of Mound Road, north of 14 Mile Road, PPCM-1166.

F. To adopt a resolution establishing City Council Budget Workshop Schedule.

G. To approve final payment in the amount of $20,022.17 plus interest on retainage for the 2015 Local Road Concrete Reconstruction Program, City Project #15-266.

CONSIDERATION

4. To consider an appointment to the vacant elective office of City Council member.

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
Michael C. Taylor

COUNCIL MEMBERS

Barbara A. Ziarko, Mayor Pro Tem
Deanna Koski
Maria G. Schmidt
Nate Shannon
Doug Skrzyniarz

CITY OF STERLING HEIGHTS

AGENDA FOR REGULAR CITY COUNCIL MEETING

TUESDAY, JANUARY 17, 2017

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 Chalk Spade Investments (USA), Inc. for a Planned Unit Development on 154.4 acres situated north of 17 Mile Road, west of Van Dyke, PPCM-1165 (Presentation – Chris McLeod, City Planner).**

ORDINANCE ADOPTION

2. **To consider adoption of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the north side of 18 Mile Road, east of Dequindre Road, in Section 7 from C-2 (Planned Comparison Business District) to C-3 (General Business District); Case No. PZ16-1149 (Presentation – Chris McLeod, City Planner).**

3. CONSENT AGENDA

A. Approval of Minutes
Regular Meeting of January 3, 2017

B. Approval of Bills

C. To purchase a LIFEPAK 15 V4 cardiac monitor/defibrillator and ancillary equipment (Total expenditure of $35,280.84).

D. To purchase equipment and professional services to upgrade the City-wide IT network (Total expenditure of $217,898.36).

E. To set a public hearing to consider the application by Setzer Properties WRN, LLC for a Planned Unit Development on 51.6 acres situated on the east side of Mound Road, north of 14 Mile Road, PPCM-1166.

F. To adopt a resolution establishing City Council Budget Workshop Schedule.

G. To approve final payment in the amount of $20,022.17 plus interest on retainage for the 2015 Local Road Concrete Reconstruction Program, City Project #15-266.

CONSIDERATION

4. To consider an appointment to the vacant elective office of City Council member.

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.

CITY MANAGER'S REPORT

January 17, 2017 --- CITY COUNCIL MEETING

A. **DODGE PARK PEDESTRIAN BRIDGE**

Construction of the new Dodge Park Pedestrian Bridge commenced last week. The contractor will be working on both sides of the river to complete the installation. The contractor will access the work site on the south side of the Clinton River via the gravel path located at the far west end of the Dodge Park parking lot. Site access for work on the north side of the Clinton River will be gained through DPW Parks and Grounds. Initial work will consist of some tree removals and a temporary enclosure, diverting water for the installation of the south bridge foundation. The Dodge Park path system and existing bridge will remain open during construction. There will be some path detours and the potential for short term closures to facilitate construction. The existing bridge will remain in service until the new bridge is open for use. Work is anticipated to be complete in June 2017.

B. **HOLIDAY INN EXPRESS**

Holiday Inn Express will soon be opening its new hotel, located on the north side of 15 Mile, just east of Van Dyke, adjacent to the MJR Theater complex. The new four (4) story hotel will feature 96 rooms and suites, an indoor pool, dedicated meeting room space, a fitness center, business center, and a lifestyle lounge. The opening of the hotel is the culmination of two (2) years of planning, engineering, building and construction.

C. **DIGIUTICA COMPETITION**

The Sterling Heights Public Library is competing with four other communities to earn a Michigan Digital Newspaper Project grant. Our library, along with the Sterling Heights Historical Commission, the Utica Heritage Association, and the Utica Public Library are striving to digitize one of the oldest papers in Michigan, The Uticia Sentinel, a publication that ran from 1876 to 1971. If our library wins the grant, 10,000 pages of this amazing historical resource will be available for all residents. Community participation is needed to win this competition. Information on how you can help is available online at SHPL.net.

D. **"PROTECT & SERVE" ON SHTV**

New from the SHTV studio comes Protect & Serve, hosted by Police Chief Berg! With home safety tips for traveling snowbirds, new SHPD hires, and a look back at the first 50 years of the force, Protect & Serve offers you a chance to get to know the men and women who protect our community. This program will run intermittently on SHTV and is available for viewing on the City's YouTube channel. To view this program, visit https://www.youtube.com/watch?v=8kgH0naRyLA&feature=youtu.be .

Respectfully submitted,

Mark D. Vanderpool, City Manager

DELIVERED JAN 12 2017

City Clerk's Use

Item No: 1

Meeting: 1/17/17

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider the application by Chalk Spade Investments (USA), Inc. for a Planned Unit Development on 154.4 acres situated north of 17 Mile Road, west of Van Dyke, PPCM-1165 (Presentation – Chris McLeod, City Planner).

Submitted By: Office of Planning

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

Administration (initial as applicable)

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

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

Executive Summary

Background – Chalk Spade Investments (USA), Inc. (Applicant) acquired the Sunnybrook Golf, Hotel and Bowling Center situated on the north side of 17 Mile Road, west of Van Dyke. Since acquisition, Applicant has commenced development, with the first site being the construction of a 200,000 square foot manufacturing facility to be occupied by Mitchell Plastics. Applicant is developing the overall site, identified as Sterling Enterprise Park, under the Planned Unit Development (PUD) option available under §22.03 of Zoning Ordinance No. 278. Applicant has developed its PUD concept plan and has negotiated the terms and conditions of the attached PUD agreement with the City.

Sterling Enterprise Park will consist of a total of seven (7) developable units, the majority of which will be developed for significant industrial users, including tier I suppliers to FCA USA's Sterling Heights Assembly Plant. Certain of the units with frontage along 17 Mile Road will be developed with commercial and/or office uses in what is expected to be a substantial redevelopment.

The PUD will provide industrial buildings constructed with high quality, durable, and unique façade materials and will require extensive landscaping throughout each individual unit. Working in conjunction with the City, the entrance to the Sterling Enterprise Park will be developed with the LDFA branding signage and landscaping being implemented throughout the City's Sterling Innovation District.

Sterling Enterprise Park Planned Unit Development

A. Process – Applicant is requesting approval for the Sterling Enterprise Park 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's public hearing was held December 8th, 2016. After receipt of public comment and a thorough review, the Planning Commission recommended approval of the concept plan for the proposed PUD by an 8-0 vote (1 member absent).

The City Council is also required to conduct a public hearing on the Applicant's PUD application. The attached Notice of Public Hearing was published and property owners within 300' of the PUD were also given written notice. If the City Council approves the PUD application, Applicant's detailed concept plan for the Sterling Enterprise Park will be implemented pursuant to the terms and conditions of an agreement executed between the City and the Applicant. A copy of the concept plan and PUD Development Agreement are attached for reference.

B. Concept Plan - The proposed Sterling Enterprise Park PUD consists of seven (7) individual units (lots) and four (4) main general common element areas serviced by a 2,900 foot long industrial roadway that terminates in a cul-de-sac. The development will provide for units ranging in size from 2.3 acres to 23.3 acres. The first site is being developed currently with the Mitchell Plastics site that fronts 17 Mile Road, on the west side of Mitchell Drive. This development is included within the overall PUD Agreement. The City has seen incredible demand for new industrial property, particularly in the automotive sector for Tier I suppliers to SHAP, which will commence production of the Dodge Ram 1500 pickup truck in late 2017. The new buildable units at Sterling Enterprise Park fill the need for developable industrial property.

The general common element areas include the two (2) planned regional retention ponds. The two other general common elements include a small land area near the terminus of the cul-de-sac along the east side for a small open area as well to the north end of the site, north of the Plumbrook Drain, which is currently not accessible by Mitchell Drive. As general common elements, the PUD Agreement and forthcoming Master Deed documents will address the long term maintenance of these areas. It is noted that some of the general common areas that are not intended for the development's storm water system are noted as being able to be converted into developable areas in the future.

C. Permissible Uses - The Sterling Enterprise Park PUD Agreement defines the uses that are permitted within the proposed development. The underlying zoning for the property is M-1 Light Industrial, M-2 Heavy Industrial and RM-2 Multiple Family Low Rise. The PUD Agreement allows for the following uses:

I. Overall Development - All permitted uses within the M-1 Light Industrial District, all accessory uses in the M-1 Light Industrial District, all permitted uses in the M-2 Heavy Industrial District and all accessory uses in the M-2 Heavy Industrial Zoning District. Any of these uses shall be permitted with only administrative review and approval. The PUD Agreement further provides that any mixed use which the Planning Commission finds acceptable and consistent with the terms of the PUD Agreement may also be approved. Further, that any use that is not specifically permitted as a permissible use may be reviewed for its compatibility after public hearing and application of the City's special approval land use standards.

II. Northeast Corner of Mitchell Drive and 17 Mile Road – The PUD Agreement allows for this 2.3 acre parcel to be developed with any of the uses noted above or with any permitted or special approval land use in the O-1 Business and Professional Office District or O-2 Planned Office District or permitted or special approval land use in the C-1 Local Convenience Business District, C-2 Planned Comparison Shopping District, C-3 General Business District or C-4 Multi Use District. Permitted uses shall require only administrative approval and special approval land uses shall follow typical procedure for a special approval land use.

The small portion of the overall property that abuts Van Dyke shall have the rights to develop as industrial or in accordance with the permissible uses in the C-3 General Business District, with administrative approval or in accordance with the special approval land uses in the C-1 Local Convenience Business District, C-2 Planned Comparison Shopping District, C-3 General Business District and C-4 Multi Use District and follow typical special approval land use procedures.

D. Building Architecture and Materials - Per the PUD Agreement, the front façade, including all facades of the office portion of a building, and the front portion of the side facades of any building within the development shall consist of one or more of the following decorative materials: glass, ACM decorative panels, decorative face block, EIFS (for accent only), brick, stone or NuForm panels (as approved for the Mitchell Plastics Site). All other facades of a building may consist of one or more of the materials specified mentioned previously and may also include steel, PVC, or concrete, but in all instances shall comply with the applicable provisions of the Zoning Ordinance. Office and retail uses on the east side of Mitchell Drive and on Van Dyke Avenue shall be constructed of decorative materials meeting the requirements of the Zoning Ordinance. Consistent with the Zoning Ordinance, the City Planner has the ability to approve acceptable variations of these materials or combinations of them. The PUD Agreement incorporates approved Mitchell Plastics' elevations as examples of building design and materials that are acceptable.

E. Landscaping - The PUD Agreement sets forth the general landscaping scheme for each site within the development. The approved Mitchell Plastics' landscaping site plan will be included as an exhibit incorporated into the PUD Agreement as a model of the remaining units. The landscaping requirements for Sterling Enterprise Park are consistent with the enhancements approved by the City Council this past fall.

Further, the PUD Agreement establishes the landscaping requirements for the regional retention ponds. Each retention pond within the development will be required to plant large deciduous and evergreen trees along with a series of shrubs and plants.

The landscaping of the entrance boulevard into Sterling Enterprise Park is set forth within the exhibits. This landscaping will be a joint effort between Applicant and the City's Local District Finance Authority (LDFA).

F. Sidewalks - The Sterling Enterprise Park will have sidewalks installed along the entire 17 Mile Road frontage as well as along both sides of the Mitchell Drive. The majority of the sidewalks will be developed as each individual unit within the Park is developed. However, those areas along Mitchell Drive that are considered to be common areas will have the sidewalks developed at the time the roadway is constructed. Each site will also be required to provide a pedestrian connection from the sidewalk along Mitchell Drive to the entrance of building based on the City's current requirements.

G. Roadway and Traffic – Ingress and egress will be accomplished via Mitchell Drive, a 2,900 foot long cul-de-sac. At this time, the roadway will <u>not</u> extend north of the Plumbrook Drain. This public road will be constructed to the standards of an industrial collector road, which includes a paved width of thirty six (36) feet and a public right of way of seventy (70) feet. The main entrance of the cul-de-sac will be boulevarded to

provide defined entrance and exit lanes of sufficient width for emergency access. The length of the cul-de-sac is in excess of the typical City requirements which only permits a cul-de-sac of up to eight hundred (800) feet upon Planning Commission approval.

The PUD Agreement for the Sterling Enterprise Park requires the installation of a traffic signal at the intersection of Mitchell Drive and 17 Mile Road. The installation of the signal will be paid for jointly between the City and the Applicant. The traffic signal was a requirement of the development due to the fact that the road is in excess of the City's cul-de-sac requirements and that the development does not have a second entrance/exit to help dissipate traffic within Sterling Enterprise Park. The PUD Agreement does not allow access to 17 Mile Road directly from the units within the Sterling Enterprise Park.

H. Summary of Modifications / Variances -

- The permissible uses as noted above for the overall site.
- Site plans will be administratively approved, rather than review and approval by the Planning Commission.
- The overall length of Mitchell Drive at approximately 2,900 feet rather than the maximum of eight hundred (800) feet.
- No street landscaping (except for the 17 Mile Road frontage) is required prior to site plan approval for an individual unit.
- No street lighting is required for Mitchell Drive, just lighting for each individual site.
- The front yard setback for each unit shall be the lesser of the Zoning Ordinance requirement or thirty five (35) feet.
- Front façade building materials for industrial buildings may include other alternative materials in lieu of decorative brick, i.e. NuForm panels such as those approved for the Mitchell Plastics site plan.
- The time frame for overall completion of the proposed PUD development. The developer has requested a total of eight (8) years to complete the development of Sterling Enterprise Park.
- Modifications to the City's Fence Ordinance requirements may be handled administratively by the City Planner, rather than through formal variance requests.
- Applicant has the right to develop Parcels 4 and 5 as shown on the concept plan with the deviations to the required parcel frontage, width, and width to depth ratio.

Suggested Action:

MOVED BY: **SECONDED BY:**

Resolved, to approve the application by Chalk Spade Investments (USA), Inc. for a Planned Unit Development on 154.4 acres situated north of 17 Mile Road, west of Van Dyke, PPCM-1165, subject to the terms and conditions set forth in the Sterling Enterprise Park Planned Unit Development Agreement, and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.

STERLING ENTERPRISE PARK
PLANNED UNIT DEVELOPMENT AGREEMENT

This Sterling Enterprise Park Planned Unit Development Agreement ("**PUD Agreement**") is made this ____ day of January, 2017 between **Chalk Spade Investments (USA), Inc.**, a Michigan corporation, of 111 Creditstone Road, Concord, Ontario Canada, L4K 1N3 ("**Developer**"), and the **City of Sterling Heights**, a Michigan municipal corporation, of P.O. Box 8009, 40555 Utica Road, Sterling Heights, Michigan 48311-8009 ("**City**").

Recitals

A. Developer is the owner of certain land located in Section 16 of the City of Sterling Heights, Macomb County, Michigan, more particularly described on attached **Exhibit A,** and referred to in this PUD Agreement as the "**Property**".

B. Developer is interested in developing the Property with a first class industrial park business condominium as a planned unit development ("**PUD**") under the provisions of Article 22, Section 22.03 ("**PUD Ordinance**") of the City of Sterling Heights Ordinance No. 278 ("**Zoning Ordinance**").

C. Developer has submitted an application to the City for development of the Property as a PUD pursuant to a concept plan for the PUD attached as **Exhibit B** ("**Concept Plan**") and the PUD Ordinance for the condominium development ("**Project**").

D. Developer intends to develop the first phase of the Project with an industrial building and associated uses on that part of the Property ("**Mitchell Plastics Site**") described on the site plan submitted for the development of an industrial building for Mitchell Plastics, a division of Ultra Manufacturing (USA), Inc. ("**Mitchell Plastics**") attached as **Exhibit C** ("**Mitchell Plastics Site Plan**").

E. The PUD Ordinance allows a developer to develop a site as an industrial park in phases (where future phases of the Project will be subsequently determined), while providing an overall plan and process by which the City is assured that the balance of the Property will be developed into a first class industrial park.

F. The Sterling Heights Planning Commission ("**Planning Commission**") held a public hearing on December 8, 2016, after giving due notice, as required by the Michigan Zoning Enabling Act and the Zoning Ordinance, and after doing so, forwarded its report and

recommendation of approval of the Conceptual Plan and the PUD to the Sterling Heights City Council ("**City Council**").

G. The City Council held a public hearing after giving due notice, as required by the Michigan Zoning Enabling Act and the Zoning Ordinance, to hear and consider comments to the PUD proposal, after which it gave approval of the Concept Plan for the Project, which included the Mitchell Plastics Site.

H. The City has granted administrative site plan approval to the Mitchell Plastics Site Plan.

I. Developer and the City wish to set forth their agreements and understandings with respect to development of the Project, including its development in phases.

Now, therefore, Developer and City agree as follows:

1. **Development of Project as PUD**. Developer's rights to develop the Property as provided for in this PUD Agreement and the Concept Plan are fully vested upon the City's execution of this PUD Agreement, and the Property may be developed and improved only in accordance with the following (collectively, the **PUD Documents**"):

a. The PUD Ordinance;

b. The PUD Agreement, and any amendments;

c. The approved PUD Concept Plan for the Sterling Enterprise Park Planned Unit Development, or any applicable phase of it, and any amendments;

d. The Master Deed for the Project, and any amendments;

e. Any approved site plans for sites within the Project;

f. All applicable City ordinances (including the Zoning Ordinance, design and layout standards, engineering standards, and conditions of site plan approval, except to the extent any of the foregoing have been varied or modified as provided in this PUD Agreement.

Except as expressly set forth in this PUD Agreement, the Project shall be developed in accordance with the Zoning Ordinance and City Code of Ordinances. In the event this PUD Agreement or the Concept Plan is inconsistent with any City ordinance, design and layout standards or engineering standards, then the terms and conditions of this PUD Agreement and the Concept Plan shall control.

2. **Permitted Uses.**

a. The following uses shall be permitted within the Project without conditions or any further consent or approval by the City, except for administrative review and approval by the City of a site plan for each site proposed to be developed:

i. All permitted uses in the M-1 Light Industrial District pursuant to Section 19.01 of the Zoning Ordinance.

ii. All accessory uses in the M-1 Light Industrial District pursuant to Section 19.03 of the Zoning Ordinance, subject to the specific standards for each such use set forth in Section 19.03.

iii. All permitted uses in the M-2 Heavy Industrial District pursuant to Section 20.01 of the Zoning Ordinance, except for brick or building block manufacture, or the manufacture of iron, aluminum, bronze, steel or other castings.

iv. All accessory uses in the M-2 Heavy Industrial District pursuant to Section 20.03 of the Zoning Ordinance, subject to the specific standards for each such use set forth in Section 20.03.

b. Any mixed use which the Planning Commission approves after determining that it is compatible with other uses permitted under the applicable provisions of the Zoning Ordinance and this PUD Agreement, and consistent with the development standards and objectives of this PUD.

c. Any other use which is not permitted under Section 2a, 2b, 2d or 2e shall be permitted only after review and approval by the Planning Commission after a public hearing in accordance with the following criteria:

i. The proposed use satisfies all of the discretionary standards set forth in Section 25.02, which standards shall be followed by the Planning Commission in determining whether the requested use should be approved.

ii. The proposed use will not adversely affect adjacent parcels within the Project or the overall quality or character of the Project.

iii. The proposed use is not a use which involves outdoor storage of materials, equipment, products or vehicles as the principal use or as a principal use of the site (which use shall be prohibited throughout the Project), provided, however, that outdoor storage as an approved accessory use incidental to a permitted use or special land use approved by the Planning Commission shall be permitted.

iv. In approving any use otherwise not permitted under Section 2a, 2b, 2d, or 2e, the Planning Commission may impose reasonable conditions as authorized by Section 25.03D of the Zoning Ordinance.

d. With respect to the approximately 2.3 acre parcel shown on the Concept Plan immediately east of the Mitchell Drive and north of 17 Mile Road (the "**SE Parcel**"), in addition to having the rights and being subject to the conditions of Sections 2a, 2b, and 2c above, the following uses shall be permitted (all section references below are to the Zoning Ordinance):

i. The permitted uses set forth in Section 8.01 of the O-1 Business and Professional Office District, the accessory uses set forth in Section 8.03, the permitted uses set forth in Section 9.01 of the O-2 Planned Office District, the accessory uses set forth in Section 9.03, shall be permitted without conditions or any further consent or approval by the City, except for administrative site plan review and approval.

ii. The special approval land uses set forth in Section 8.02 of the O-1 Business and Professional Office District and in Section 9.02 of the O-2 Planned Office District, shall be permitted upon the granting of special land use approval by the City in accordance with the standards of Section 25.02 of the Zoning Ordinance, subject further to administrative site plan review and approval.

iii. The permitted uses set forth in Section 11.01 of the C-1 Local Convenience Business District, the accessory uses set forth in Section 11.03, the permitted uses set forth in Section 12.01 of the C-2 Planned Comparison Shopping District, the accessory uses set forth in Section 12.03, the permitted uses set forth in Section 13.01 of the C-3 General Business District, the accessory uses set forth in Section 13.03, the permitted uses set forth in Section 14.01 of the C-4 Multi Use District and the accessory uses set forth in Section 14.03, shall be permitted without conditions or any further consent or approval by the City, except for administrative site plan review and approval.

iv. The special approval land uses set forth in Section 11.02 of the C-1 Local Convenience Business District, in Section 12.02 of the C-2 Planned Comparison Shopping District, in Section 13.02 of the C-3 General Business District and in Section 14.02 of the C-4 Multi-Use District, shall be permitted upon the granting of special land use approval by the City in accordance with the standards of Section 25.02 of the Zoning Ordinance, subject further to administrative site plan review and approval.

e. With respect to the small area shown on the Concept Plan immediately west of and adjacent to Van Dyke Avenue and east of the Plumbrook Drain where shown on the Concept Plan (**"Van Dyke Parcel")**, in addition to having the rights and being subject to the conditions of Sections 2a, 2b, and 2c above, the following uses shall be permitted (all section references below are to the Zoning Ordinance):

i. The permitted uses set forth in Section 13.01 of the C-3 General Business District of the Zoning Ordinance, and the accessory uses set forth in Section 13.03 of the Zoning Ordinance shall be permitted without conditions or other than further consent or approval by the City, except for administrative site plan review and approval.

ii. The special approval land uses set forth in Section 11.02 of the C-1 Local Convenience Business District, Section 12.02 of the C-2 Planned Comparison Shopping District, Section 13.02 of the C-3 General Business District, and Section 14.02 of the C-4 Multi Use District, shall be permitted upon the granting of special land use approval by the Planning Commission in accordance with the standards of Section 25.02 of the Zoning Ordinance, subject further to administrative site plan review and approval.

3. **Approval of Concept Plan of Project**. The City Council approves the Concept Plan for the Project as proposed by Developer on the following terms and conditions:

a. Developer shall construct a public street, to be named "**Mitchell Drive**" through the Project that ends in a cul-de-sac, being approximately 2,900 feet in length with a boulevard entrance, constructed as a collector street, with a width of seventy feet (70'), except for the boulevard entrance, which shall be a width of eighty-six feet (86'), which shall terminate in a cul-de-sac of not less than one hundred fifty feet (150') in diameter in accordance with the City's design and engineering standards for public streets. Upon the completion of construction of Mitchell Drive, inspection and/or testing to confirm compliance with City ordinances, the City agrees to promptly accept the dedication of Mitchell Drive. Developer, and its successors and assigns, acknowledge that the City may connect Mitchell Drive as a public street from its terminus at the cul-de-sac north to connect to another public street, provided the City can secure the right-of-way required.

b. A traffic signal at the intersection of Mitchell Drive and 17 Mile Road ("**Traffic Signal**") consistent with the traffic signalization design and installation on Van Dyke Avenue between 15 Mile Road and 18 Mile Road, for which the City shall be responsible for the design, construction and installation as soon as possible in 2017. The present and future Owners of units within the Project shall contribute their proportionate share of One Hundred Six Thousand Dollars ($106,000.00) in the aggregate ("**Contribution**") to the City as their contribution toward all costs associated with the design, construction and installation of the Traffic Signal. As a condition to the issuance of a building permit for any unit within the Project, the Owner of such unit shall pay its

proportionate share of the Contribution to the City, which proportionate share shall be calculated by dividing the acreage of such unit by the total net usable acreage of the Project (excluding common elements, dedicated land, etc.). Notwithstanding the foregoing to the contrary, Developer shall pay the City its proportionate share for the Mitchell Plastics Site prior to the issuance of a certificate of occupancy.

c. Prohibition of direct access to 17 Mile Road from any units (developed or undeveloped) within the Project.

d. Developer shall install public sidewalks along the 17 Mile Road frontage of the Project, the Mitchell Plastics Site frontage on Mitchell Drive as provided on the Mitchell Plastics Site Plan, and along both sides of Mitchell Drive, to the end of the cul-de-sac. The installation of a public sidewalk across the frontage of an individual site may be deferred until the time such individual site is developed and landscaped.

e. Developer shall install public utilities (water mains, sewers, storm drains) within the right of way of Mitchell Drive.

f. The parties acknowledge that storm water detention within the Project shall be accomplished by a regional detention system with regional detention ponds capable of handling multiple sites, and that the Project has been designed initially to include two (2) regional detention ponds ("**Regional Ponds**") to be constructed by Developer as generally shown on the Concept Plan as common areas which shall service the Project, the first of which shall be located as shown on the Mitchell Plastics Site Plan, provided the two (2) Regional Ponds proposed by Developer are determined by the City Engineer (or County Public Works Commissioner, as the case may be) to be sufficient to provide proper storm drainage of all of the Project applying applicable standards of the City Ordinances, County regulations, and published City engineering standards. If the City Engineer (or County Public Works Commissioner, as the case may be) applying such standards determines that the two (2) Regional Ponds proposed by Developer do not provide adequate storm drainage for the Project, or if Developer, with the City's concurrence, determines that additional detention ponds are necessary or appropriate due to existing site conditions (i.e., utilities, creek, topography), Developer shall construct additional Regional Ponds (or expand the existing ones at Developer's discretion in accordance with plans reviewed and approved by the City Engineer) so that the Regional Ponds will provide adequate storm drainage of all sites within the Project in accordance with applicable standards of City ordinances, County regulations and published City engineering standards. The City will approve on-site detention facilities for any particular individual site within the Project only upon Developer (or the individual owner of a site, as the case may be), showing to the satisfaction of the City that connection with or use of an existing Regional Pond (or construction and operation of an additional Regional Pond) is impractical or economically unfeasible due to extraordinary circumstances, or unusual or unique conditions of the particular site. The construction and maintenance of an individual detention pond for an individual site approved by the City shall be the obligation of the owner of such unit and its successors and assigns (and not the Association) and such owner and its successors and assigns shall be deemed the "Responsible Party" with respect to such individual detention pond under Section 8 of

this PUD Agreement. The City acknowledges that it has approved a detention pond on Parcel 5, which shall service Parcel 4 and Parcel 5 as shown on **Exhibit B**.

g. Developer shall install private storm sewers to connect the public storm sewers within Mitchell Drive to the Regional Ponds.

h. Developer shall install landscaping and irrigation for the Project adjacent to 17 Mile Road, within the Boulevard island (except for the landscaping to be installed by the City in accordance with the project sign landscape plan attached as **Exhibit D** ("**Project Sign Landscape Plan**") in accordance with the Zoning Ordinance and the City Code of Ordinances. Developer or the owner of any unit within the Project shall install landscaping and irrigation on such unit in compliance with site plan approval for such unit, and Developer shall install landscaping and irrigation adjacent to the Regional Ponds as depicted on the Concept Plan (and any additional Regional Ponds required to be constructed under Section 3f above) in accordance with the Zoning Ordinance and the City Code of Ordinances, to the extent modified by this PUD Agreement, and the approved landscape plan for the Mitchell Plastics Site attached as **Exhibit G** ("**Mitchell Plastics Landscape Plan**"). Until the time that such individual sites are developed, Developer shall regularly mow and maintain such areas in compliance with the applicable provisions of the Zoning Ordinance and the City Code of Ordinances.

i. The following modifications are made with respect to the landscaping of the PUD:

i. Frontage landscaping along the entire frontage of the Van Dyke Parcel consisting only of groupings of deciduous and evergreen trees as set forth on a landscaping plan to be submitted by Developer and approved by the City Planner ("Van Dyke Plan") shall be installed at the time the landscaping along 17 Mile Road is installed by Developer. Developer shall not be required to install or maintain shrubs, a landscaped berm, or an irrigation system for this frontage landscaping, unless and until this Van Dyke Parcel is subsequently developed rather than kept as an open space general common area as currently contemplated, at which time such landscaping will be consistent with the City's installed landscaping along Van Dyke Avenue between 15 Mile Road and 18 Mile Road. In consideration of the City not requiring installation of a landscaped berm, shrubs, or an irrigation system in this area until the Van Dyke Parcel is developed, Developer agrees to install and maintain fifteen (15) trees in the frontage landscaping area in addition to the number required by ordinance, for a total of thirty (30) in that area. Until the time that the Van Dyke Parcel is developed, Developer (the owner of such parcel, or the Association, if such area is an open space general common element, as the case may be), shall regularly mow and maintain the frontage landscaping where the trees are planted, in accordance with the Van Dyke Plan and applicable provisions of the City Code of Ordinances.

ii. Developer shall not be required to strictly comply with the tree replacement requirements of the City Code of Ordinances. Where there are practical difficulties to replacing trees on the site where removed, Developer may either (a) install replacement trees in the general common elements, which shall count toward any landscaping trees required in such area or (b) contribute to the City Tree Fund equal to the value of the replacement trees which are not being planted.

iii. Developer shall not be required to provide enhanced landscape treatments that serve the general public or in the number or size as required by Section 24.12 of the Zoning Ordinance. In lieu of such public enhanced landscape treatment, Developer and the City Planner may agree upon one or more alternatives provided that they meet the spirit and intent of the enhanced landscape treatment provisions of the Zoning Ordinance (ie, outdoor seating area for employees).

iv. The perimeter landscaping requirements set forth in Section 24.03.B.4. of the Zoning Ordinance may be satisfied by the frontage trees, plants/shrubs and other plantings required in Subsections 1, 2, and 3 of Section 24.03.B.

j. The City will install, at its expense, the sign in the Boulevard island at the entrance to Mitchell Drive identifying the Project with the name of the Project and panels with the names of occupants within the Project pursuant to the rendering attached as **Exhibit E** ("**Project Sign**"). The City will also install the landscaping in the Boulevard island surrounding the sign and lighting for the Project Sign at its expense, in accordance with the Project Sign Landscape Plan attached as **Exhibit D**. The City will complete such work during Phase I, as set forth in Section 5 below. The failure to install such items by the City shall not delay the issuance of a certificate of occupancy for the Mitchell Plastics building if all other conditions for issuance of a certificate of occupancy are met. The City shall be responsible for (i) installing and changing the panels identifying units within the condominium (except that a unit owner or tenant wishing to have its company logo on its panel shall be responsible for such extra cost and for the maintenance and replacement of such panel), and (ii) maintaining the Project Sign in good condition.

k. Fences shall be prohibited within the front yard of any sites between the street and the front building line in the Project or on any sites containing a Regional Pond, or to enclose a detention pond serving an individual site, unless approved by the City Planner. Decorative fencing shall be required where fencing is visible from a public thoroughfare or sidewalk. Fences and/or gates may be installed for security purposes by a site owner or occupant in the side and/or rear yards within the Project as reasonably required by such owner or occupant provided they are in compliance with the requirements of Chapter 19 of the City Code of Ordinances and the Zoning Ordinance provisions regulating fences. The City Planner shall have authority to modify the fence requirements. Notwithstanding the foregoing to the contrary, (i) a chain link fence will

be permitted along 17 Mile Road adjacent to the bridge, provided it is painted/coated black to blend in with the other fencing to be installed along 17 Mile Road, and (ii) a standard chain link fence may be installed in the front, rear and/or side yards of Parcel 5, provided that no fence shall be allowed adjacent to the access drive on Parcel 5 from Mitchell Drive unless installed on and for the benefit of Parcel 3 and/or Parcel 4, in which case such fence will be required to be decorative only where visible from the public thoroughfare or sidewalk, as illustrated on the attached **Exhibit F**.

l. Any exterior lighting proposed for any individual site must conform with the then applicable provisions of the Zoning Ordinance and the City Code of Ordinances regarding exterior site lighting.

m. Landscaping on individual units shall be installed in compliance with applicable provisions of the Zoning Ordinance and the City Code of Ordinances as modified by this PUD Agreement, except for the Mitchell Plastics Site, which shall be installed in compliance with the Mitchell Plastics Landscaping Plan.

n. Signage for the individual Units shall be installed in compliance with applicable provisions of the Zoning Ordinance and the City Code of Ordinances.

4. **Project Phasing.**

a. Developer's rights to develop the Property as provided for in this PUD Agreement and the Concept Plan are fully vested upon the City's execution of this PUD Agreement, subject only to obtaining administrative site plan approval for each individual unit within the Project (and obtaining special land use approval from the Planning Commission for uses requiring such approval under this PUD Agreement), and complying with the other requirements of this PUD Agreement.

b. The parties acknowledge that the Project will be developed in phases, as site plans are proposed for individual portions of the Project in the future. The development of phases of the Project shall not require further review and approval by the City Council of an amended Concept Plan if such phases are generally in conformance with the approved Concept Plan.

c. The parties acknowledge that Developer has commenced construction of the Project in accordance with this PUD Agreement and the Concept Plan by virtue of obtaining preliminary approval of the Mitchell Plastics Site Plan and commencing construction of the Mitchell Plastics Site. Due to uncertain market conditions and economic uncertainty, the timing for the development of subsequent phases of the Project is unknown at this time. Developer shall have eight (8) years from the recording of the Master Deed (as defined below) for the Project to obtain site plan approval and commence construction of the units within the Project. In the event Developer has not commenced construction of all units within the Project within such eight (8) year period, the City will not unreasonably refuse to extend the time limitation for a reasonable time upon written request from Developer, provided that Developer is proceeding in good faith to develop and market the Project, and is otherwise in compliance with this PUD Agreement and City ordinances.

5. **Phase I: Mitchell Plastics Site**. Phase I of the Project shall be the construction of the improvements on the Mitchell Plastics Site Plan that has been approved by the City. Completion of Phase I of the Project shall be subject to the satisfaction of the following conditions, which shall be conditions to issuance of a certificate of occupancy:

a. Developer shall record the Master Deed allowing phased development, the first unit of which shall be Unit 1 to be developed for Mitchell Plastics and providing for subsequent amendments of the Master Deed as future units are proposed, reviewed and approved by the City for the purpose of compliance with Section 9 below.

b. Developer shall construct the first phase of Mitchell Drive, from 17 Mile Road to the location depicted on the approved Mitchell Plastics Site Plan for the Mitchell Plastics Site ("**Phase I Mitchell Drive Extension**").

c. Developer shall install public utilities within the right of way for Phase I Mitchell Drive Extension.

d. Developer shall construct the first Regional Pond and storm drains within the Phase I Mitchell Drive Extension to serve the Mitchell Plastics Site as set forth on the approved Mitchell Plastics Site Plan.

e. Developer shall grant public and/or private storm sewer easements as needed to allow drainage of the Phase I Mitchell Drive Extension and the Mitchell Plastics Site into the Regional Pond and/or other public drains (i.e. the Moore Drain, the Plumbrook Drain, etc.) as shown on the approved Mitchell Plastics Site Plan.

f. Developer shall install storm sewers within the public and/or private storm sewer easements which provide drainage from (i) the Phase I Mitchell Drive Extension and (ii) the Mitchell Site to the first Regional Pond referenced in Section 3f above ("**First Regional Pond**").

g. Developer shall install public sidewalks along the 17 Mile Road frontage of the Project, the Mitchell Plastics Site frontage, and on frontage adjacent to the SE Parcel and the First Regional Pond as provided on the Mitchell Plastics Site Plan.

h. The City shall install the Project Sign, signage lighting and landscaping, pursuant to Section 3j above. The City shall endeavor to install such Project Sign, signage lighting and landscaping as early as possible within the 2017 construction season, provided, however, that the failure of the City to complete such work shall not delay the issuance of the certificate of occupancy for the Mitchell Plastics Site, if all other conditions for the issuance of a certificate of occupancy have been met.

i. The City shall install the Traffic Signal, provided, however, that the failure of the City to complete such work shall not delay the issuance of the certificate of occupancy for the Mitchell Plastics Site, if all other conditions for the issuance of a certificate of occupancy have been met.

j. Developer shall install the landscaping for the Mitchell Plastics Site in accordance with an approved landscape plan attached as **Exhibit G** ("**Mitchell Plastics Landscape Plan**").

k. Developer shall install signage for the Mitchell Plastics Site in accordance with the Mitchell Plastics Site Plan after review and approval of the sign plans for compliance with the Zoning Ordinance.

l. Developer shall grant such further utility easements in connection with the Mitchell Plastics Site Plan as shall be reasonably required by the Planning Department and/or City Engineer in accordance with requirements of the Zoning Ordinance, other City ordinances, and/or City engineering standards.

6. **Phase II: Required Infrastructure Improvements for Second Site.** Unless otherwise agreed by the parties for particular sites within the Project, site plan approval of the first individual site plan after approval of the Mitchell Plastics Site Plan shall include the following ("**Phase II Requirements**"), which shall be conditions to issuance of a certificate of occupancy for such second unit:

a. Review and approval by the Planning Department of the site plan for the second unit.

b. Developer shall amend the Master Deed for the second unit, if needed.

c. Developer shall construct the balance of Mitchell Drive in accordance with the Concept Plan and Section 3a above ("**Phase II Mitchell Drive Extension**").

d. Developer shall install public utilities within the right of way for Phase II Mitchell Drive Extension.

e. Developer shall construct one or more Regional Ponds within the Project in accordance with Section 3f above. All Regional Ponds shall be landscaped in a manner consistent with the First Regional Pond constructed a part of the Mitchell Plastics Site.

f. Developer shall install public and/or private storm sewers to provide drainage for the site to the Regional Ponds or other drainage facilities approved by the City.

g. Developer (or an owner developing an individual unit) shall install landscaping for the unit in accordance with an approved landscaping plan in accordance with Section 3h above, provided that if the landscaping cannot be installed due to winter months or other weather conditions, the issuance of a certificate of occupancy will not be delayed if a performance guaranty satisfactory to the City for such subsequent landscape installation is provided.

h. Developer (or an owner developing an individual unit) shall install signage for an individual unit (if requested) in accordance with an approved site plan, the sign

ordinance provisions of the Zoning Ordinance and the City Code of Ordinances, and sign permit.

i. Developer (or an owner developing an individual unit) shall construct public sidewalks in accordance with City standards adjacent to the second site and any Ponds, general common elements or property boundary with any third party within Phase II.

7. **Phase III: Required Infrastructure Improvements for Sites After Phase II**. Unless otherwise agreed by the parties for particular sites within the Project, site plan approval for any individual unit after the Phase II Requirements are approved shall include the following, which shall be conditions to issuance of a certificate of occupancy for any individual unit:

a. Review and approval by the Planning Department of the site plan for each individual unit).

b. Developer shall amend the Master Deed for each additional unit, as needed.

c. Developer shall install public and/or private storm sewers to provide drainage from individual sites to the Regional Ponds or other drainage facilities approved by the City.

d. Developer (or an owner developing an individual unit) shall install landscaping for the unit in accordance with an approved landscaping plan in accordance with Section 3h above, provided that if the landscaping cannot be installed due to winter months or other weather conditions the issuance of a certificate of occupancy will not be delayed if a performance guaranty satisfactory to the City for such landscape installation is provided.

e. Developer (or an owner developing an individual unit) shall install signage for an individual unit (if requested) in accordance with an approved site plan, the sign ordinance provisions of the Zoning Ordinance and the City Code of Ordinances, and sign permit.

f. Developer (or an owner developing an individual unit) shall construct public sidewalks in accordance with City standards adjacent to the individual unit.

8. **Maintenance of Improvements**. In accordance with the Master Deed, Developer shall cause to be created and duly established, a Michigan non-profit corporation ("**Association**") for a perpetual term and composed of all of the owners of units within the Project ("**Owner(s)**"), for the purpose of maintaining the common areas of the Project. The Association or Owner as provided in the Master Deed ("**Responsible Party**"), shall be responsible for the maintenance of the improvements installed pursuant to Sections 3a, f, g, h, and j, 5b, d, e, f, 6c, e and f, above, provided, however, that in the event Mitchell Drive or any public utilities installed by Developer are dedicated, transferred or conveyed to the City or another governmental entity having jurisdiction over such improvements, then the Association and Owners shall be relieved of any maintenance responsibility for such dedicated

improvements. The Owner of an individual unit which constructs and operates a detention pond for the benefit of such Owner shall be responsible for the maintenance of such facility and shall be deemed the "Responsible Party" under this Section 8. All improvements, except or until publicly dedicated, shall be referred to as the "**Private Improvements**."

In the event the Association or Owner with such maintenance responsibility at any time fails to perform maintenance of any of the Private Improvements as required herein, the following shall apply:

a. In the event the Responsible Party fails or refuses to properly maintain any of the Private Improvements for which it is responsible, the City shall have the right to deliver a notice to such Responsible Party specifying the maintenance deficiency. If the Responsible Party fails to perform such maintenance within thirty (30) days after the delivery of such notice sent by certified mail, postage prepaid, return receipt requested, then the City may perform any such maintenance or repair and then assess all costs, expenses and charges for the same against the Responsible Party. Such costs, expenses and charges shall be due and owing within thirty (30) days after delivery of an invoice from the City to the Responsible Party, with reasonable supporting documentation. Such notice shall also be delivered by certified mail, postage prepaid, return receipt requested.

b. In addition to the other methods of collection, the City shall have the right to place such invoice amount on the City tax rolls of the property constituting the Project if the Responsible Party is the Association, or the property owned by the Owner if the Owner is the Responsible Party, and collect the same in the same manner as any property tax or assessment. An invoice for which the Association is the Responsible Party may be apportioned by the City among the Owners of units in the PUD Development in the same proportions as applicable under Section 3b of this PUD Agreement. This shall constitute an assessment by contract as authorized by Section 47-27 of the City Code of Ordinances. The foregoing shall not be the exclusive right or remedy of the City and the rights and remedies provided to the City by statute, ordinance, agreement or other provision of this Agreement shall be preserved.

9. **Requirements for Master Deed**. A Master Deed for the Project meeting the requirements of the Zoning Ordinance ("**Master Deed**") shall be submitted for review and approval by the Planning Department and City Attorney in conjunction with the development of the Mitchell Plastics Site, and shall be consistent with the requirements of this PUD Agreement and include the following:

a. Provisions requiring the Association to maintain, repair and replace general common elements, including any improvements and landscaping located thereon, and the plantings and irrigation systems adjacent to 17 Mile Road and in the Boulevard, with customary remedial provisions satisfactory to the City.

b. Provisions for the imposition of assessments upon the unit Owners to pay for maintenance of the general common elements by the Association, with customary remedial provisions satisfactory to the City.

c. A provision prohibiting direct access to 17 Mile Road from any unit within the Project adjacent to 17 Mile Road.

d. A provision specifying fencing requirements in accordance with Section 3k above.

e. A provision enabling Developer to amend the Master Deed for the purpose of amending unit boundary lines, the division or combination of units, expansion, contraction and conversion of the condominium, subject only to review by the City Planner, City Engineer and City Attorney to ensure that the amendment complies with the requirements of the Site Condominium Ordinance, Section 22 of the Zoning Ordinance, as such requirements have been supplemented or modified by this PUD Agreement.

f. A provision limiting amendment of the Master Deed by the Developer with respect to any provision in the Master Deed relating to (i) required City approvals, (ii) required maintenance of common areas, or (iii) remedies of the City in the event the Developer, Association, Responsible Party or any Owner fails to comply with the terms of the PUD Agreement or Master Deed, without the prior approval of the City.

g. Such other requirements determined reasonably necessary by the City Planner and City Attorney to ensure that the improvements installed by Developer and the City are properly maintained in good operating order as the Project improvements are more fully designed and developed.

10. **Modifications to Zoning Ordinance Requirements.** Notwithstanding anything in this PUD Agreement to the contrary, the following modifications to the requirements of the Zoning Ordinance are approved by the City without further review:

a. Certain uses permitted in Section 2 above.

b. Site plans shall be required to be reviewed and approved administratively by the Planning Department, not the Planning Commission.

c. The length of Mitchell Drive as shown on the Concept Plan as a cul-de-sac.

d. No street landscaping (except for the 17 Mile Road landscaping) shall be required for the Project prior to site plan approval of an individual site or development of a Regional Pond. Site plan approval for the Regional Ponds, any approved individual detention ponds, or for each unit shall be subject to the landscaping requirements of this PUD Agreement and the Zoning Ordinance applicable to such unit only.

e. No street lighting shall be required for the entire Project, only site lighting pursuant to individual site plan approval.

f. The front yard setback for any unit within the Project shall be the lesser of the front yard setback required by the Zoning Ordinance or thirty-five feet (35').

g. The front façade, including all facades of the office portion of a building, and returns of any building within the Project shall consist of one or more of the following decorative materials: glass, ACM decorative panels, decorative face block, EIFS (for accent only), brick, stone or NuForm panels (as approved for the Mitchell Plastics Site). All other facades of a building may consist of one or more of the materials specified in the preceding sentence, and/or steel, PVC, or concrete, but in all instances shall comply with the applicable provisions of the Zoning Ordinance. Office and retail uses on the east side of Mitchell Drive and on Van Dyke Avenue shall be constructed of decorative materials meeting the requirements of the Zoning Ordinance. The City Planner may approve acceptable variations of these materials or combinations of them. The intent of the parties is that all buildings and structures within the Project visible from a public street, shall be constructed of attractive, durable materials.

h. The time periods set forth in Section 4c above.

i. Any deviations to the City fence ordinance, Chapter 19, may be approved by the City Planner in accordance with Section 3k above and Section 24.07 of the Zoning Ordinance.

j. Developer shall have the right to create Parcel 5 prior to the Developer's completion of the road and utility improvements on Mitchell Drive in the approximate area shown on the Concept Plan as Parcel 5, provided that a legal right of access to Mitchell Drive pursuant to the Master Deed or separate access easement is provided to service such unit (and any other units bordering such access drive), and an access drive (which need not be built to City road standards) is provided from Mitchell Drive to such unit and hold harmless and release of liability agreements are executed and delivered to the City in form and substance satisfactory to the City by all parties benefiting from this Section 9j. The parties acknowledge that Parcels 4 and 5 as shown on the Concept Plan require deviations from the Zoning Ordinance requirements for frontage, minimum parcel width and/or maximum depth to width ratio, which deviations are hereby approved by the City.

k. The modification of the landscaping requirements of the Zoning Ordinance as provided in Section 3i above.

11. **Administrative Review Criteria.** The City agrees to provide Developer with administrative approval of site plans and any other required approvals together with all other permits and licenses necessary or appropriate to develop the Project upon receipt of required applications, payment of applicable fees, and review and approval for compliance with the PUD Documents. The City agrees to cooperate with Developer in applying for and obtaining such permits, licenses or other approvals as are within the jurisdiction of other governmental agencies which are necessary or appropriate to develop the Project. Developer shall submit site plans to the Planning Department for administrative review and approval by the Planning Department, and not the Planning Commission or City Council in accordance with the requirements of Article 26 of the Zoning Ordinance, unless otherwise required by the Zoning Ordinance or this PUD Agreement. The Planning Department shall use the applicable standards for approval contained in the PUD Documents for its review, including the following criteria:

a. Site design standards should include frontage landscaping, foundation landscaping, off-street parking lot landscaping and enhanced landscaping treatments that are consistent with and similar to the landscaping approved for the Mitchell Plastics Site Plan.

b. All site plans for uses permitted under this PUD Agreement shall comply with the area, height and bulk requirements of the zoning district in which the property is located except as modified or varied by this PUD Agreement or amendment of this PUD Agreement.

c. If Developer or the Owner or tenant of an individual unit within the Project intends to develop any part of the Project or its unit in a manner which deviates substantially from the approved Concept Plan, this PUD Agreement or the Zoning Ordinance, the Developer, Owner, or tenant, as the case may be, shall be required to obtain approval of an amendment of the Concept Plan from the City Council (and not the Planning Commission) prior to proceeding with such development, and upon approval of such amendment from the City Council, any further review shall be handled administratively by the Planning Department. For purposes of making this determination, any proposed change to the Project which substantially changes the location of Mitchell Drive (or adds additional roads within the Project), substantially modifies the size or capacity of the Regional Ponds or storm sewer system as determined by the City Engineer, substantially modifies any other infrastructure or site improvements as determined by the City Engineer, changes the use of a site to a use not permitted by the PUD Agreement, or substantially modifies the landscaping or other building and site improvements of a unit within the Project as determined by the City Planner, shall be considered a substantial modification to the Concept Plan which shall require approval by the City Council. Any other modification to the Concept Plan, this PUD Agreement or the Zoning Ordinance shall be deemed a minor modification, which may be reviewed and approved administratively by the Planning Department. If such minor modification is not approved by the Planning Department, Developer may appeal such denial to the City Council.

d. Upon the request of Developer, the City Council may decrease or waive or otherwise modify the current standards contained in the Zoning Ordinance including, but not limited to, use, density, intensity, setbacks, building heights, parking requirements, design standards, and landscape standards provided the modification is found to improve the quality of development above and beyond what could be developed under the applicable Zoning Ordinance or other land development standards, or results in a higher level of public benefit, and achieves the purposes of the PUD Ordinance provisions. If the City Council approves such a modification in use pursuant to this provision, rezoning of the particular parcel shall not be required.

e. All site plans, applications, submittals and requests to the City for approvals, permits or inspections shall be processed within a reasonable time after submission of all applications, plans and fees normally required for such submission.

f. The Zoning Board of Appeals shall have no variance or modification authority with respect to this Project.

12. **Completion of Required Improvements.** All improvements of the Project, including but not limited to public streets, drives, entranceways and entranceway improvements, Boulevard improvements, parking lots, sanitary sewer systems, water service systems, private and public storm sewers, Regional Ponds, gas and electric utilities, lighting, signage, landscaping, enhanced landscaping treatments, and pedestrian pass-throughs, retaining walls, barrier or screening walls, soil erosion and sedimentation controls, and any other improvements within the Project shall be completely constructed and connected to all buildings and facilities within or for the Project as required and as set forth in the PUD Documents, the approved site plans, any other approvals or permits granted by the City, and all applicable ordinances, laws, standards and regulations, to the extent not inconsistent with this PUD Agreement. Notwithstanding the foregoing or anything else in this PUD Agreement to the contrary, Developer shall be permitted to develop the Property in phases, and shall not be obligated to complete all phases if market conditions or other factors beyond Developer's control make such completion unfeasible, provided however, that Developer completes all improvements required for the development of each individual unit and/or Phase within the Project which Developer commences, in accordance with the approved site plan and this PUD Agreement.

13. **Performance Guaranties.** During construction of the Project, Developer shall be obligated to maintain the above improvements and amenities and at City's request, shall provide financial assurances or performance guarantees satisfactory to the City for completion, preservation, and maintenance of such improvements on the basis of each individual site plan, such that upon completion each site plan will be capable of standing on its own in terms of the presence of services, facilities, and landscaping, and shall contain the necessary components to ensure the protection of natural resources and the health, safety and welfare of the users of the Project and other owners within the Project. Such financial assurances and/or performance guarantees shall be in accordance with the standards set forth in the Zoning Ordinance or other provisions of City ordinances, and shall be reviewed and approved by the City Attorney.

14. **Miscellaneous Provisions**.

a. Any failure or delay by the City to enforce any provision contained in this PUD Agreement shall not be deemed, construed or relied on as a waiver or estoppel of the right to eventually do so in the future.

b. Each provision and/or obligation contained in this PUD Agreement shall be considered an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

c. City and its employees, contractors, representatives, consultants, and agents shall be permitted and are granted authority to enter all or any portion of the Project for the purpose of inspecting the improvements and for inspecting for compliance with and enforcing this PUD Agreement where Developer has failed to complete the improvements required by this PUD Agreement. The City shall defend, indemnify and

hold Developer harmless for any injury to persons or damage to property (including the payment of reasonable attorney fees) arising in connection with the entry onto any of the Property by the City or its employees, contractors, representatives, consultants or agents.

d. Developer has negotiated the terms of this PUD Agreement and the related PUD Documents with the City and this PUD Agreement and PUD Documents represent the product of the joint efforts and mutual agreements of Developer and the City. Interpretation or construction of this PUD Agreement or the PUD Documents shall not be construed against either party as a result of its contributions to the drafting or negotiation of this PUD Agreement or the PUD Documents.

e. 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 results in an unreasonable limitation on use or development of all or any portion of its 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, provided that the City complies with its obligations hereunder. Developer acknowledges that the improvements and undertakings described in the PUD Documents are necessary and reasonably proportional to the burden imposed, and are necessary in order to (i) ensure that public services and facilities necessary for and affected by the Project will be capable of accommodating the Project on the Property and the increased service and facility loads caused by the Project; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

f. Developer warrants that it is the owner in fee simple of the Property described on **Exhibit A**.

g. Developer shall have the right to sell, transfer, assign and/or mortgage all or any portion of the Property. Developer shall have the right to further divide the Property, and to expand, combine, convert, contract or modify condominium units and to withdraw portions of the Property from the condominium upon review and approval by the City. All such conveyances and divisions shall be in accordance with state law and local ordinances. In the event all or any portion of the Property changes ownership or control, the terms and conditions of this PUD Agreement shall be binding on any successor owner of all or any portion of the Property owned by such owner. In the event the Property, or any part thereof, is transferred so that the Property, in its entirety, is owned by more than one person or entity, any breach of this PUD Agreement or violation of any applicable provision of the City ordinances occurring on any part of the Property will be the sole responsibility and liability of the person or entity who or which owns that

part of the Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Property or the owners of such other portions. The City acknowledges and represents that this PUD Agreement may be relied upon for the future land use and development of the Property by Developer and its successors and assigns and transferees.

h. This PUD Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Project, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. This PUD Agreement, which incorporates by reference all of the PUD Documents, may be recorded by any of the undersigned parties following the execution of this Agreement.

i. This PUD 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 PUD Agreement is consistent with the intent and provisions of the Michigan and United States Constitutions and all applicable law.

j. This PUD Agreement, with the PUD Documents, constitute the entire agreement of the parties with respect to the subject matter of this PUD Agreement and shall not be modified or amended except by a writing executed by authorized representatives of each party to the PUD Agreement. Any purported oral or verbal modifications or amendment to this PUD Agreement shall be null and void.

k. To the fullest extent permitted by law, Developer, for itself and its successors and assigns, hereby releases the City, its elected and appointed officials, board and commission members, employees and others working on behalf of the City (collectively, the "**City Parties**") from any and all claims, demands, suits and losses, including all costs connected therewith, including reasonable attorney fees incurred in connection with the defense of any such claim, demand, suit or loss and for any damages which may be asserted or claimed by Developer, its successors or assigns, against any of the City Parties, by reason of the granting of the variance to the maximum length of Mitchell Drive as a permitted cul-de-sac approved by the City Council in this PUD Agreement.

l. This PUD Agreement supersedes that certain variance and the conditions of approval of such variance issued by the Sterling Heights City Council to 7191 Associates, LLC in Case PSP15-0048, and the related hold harmless and indemnity agreement relative to the length of the cul-de-sac road within the project, which shall be null and void and the parties shall have no liability thereunder. The Notice of Variance executed by 7191 Associates, LLC, successor in interest to Developer with respect to its ownership of the Property, recorded on 7/14/16 in Liber 24137, Pages 887–892, Macomb County Records, and the Hold Harmless and Indemnification Agreement executed by 7191 Associates, LLC, dated May 12, 2016, recorded on July 14, 2016 in Liber 24137, Pages 884–886, Macomb County Records, are hereby terminated and discharged. Upon the recording of this PUD Agreement, the City agrees to take any further action as may

be necessary or appropriate to terminate such Notice of Variance and Hold Harmless and Indemnification Agreement and remove the same from title to the Property.

m. This PUD Agreement may be signed by the parties in counterparts.

n. In the event that a party believes the other party is not acting reasonably or in conformity with this PUD Agreement, then the aggrieved party may petition the Macomb County Circuit Court or the United States District Court for the Eastern District of Michigan to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds the party has not acted in good faith or in conformity with this PUD Agreement, then the prevailing party shall be entitled to recover reasonable costs and attorney fees incurred. All remedies afforded in this PUD Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

o. All notices required herein shall be in writing, either hand-delivered with the receipt of delivery, or by certified mail, return receipt requested, or by nationally recognized overnight courier service as follows:

City:	Mark D. Vanderpool, City Manager City of Sterling Heights P.O. Box 8009 40555 Utica Road Sterling Heights, Michigan 48313-8009
With a copy to:	Clark A. Andrews, Esq. O'Reilly Rancilio P.C. 12900 Hall Road, Suite 350 Sterling Heights, Michigan 48313
Developer:	Chalk Spade Investments (USA), Inc. 111 Creditstone Road Concord, Ontario Canada, L4K 1N3 Attn: Galliano Tiberini, Chairman
With a copy to:	John D. Gaber Williams, Williams, Rattner & Plunkett, P.C. 380 N. Old Woodward Avenue, Suite 300 Birmingham, Michigan 48009

Delivery shall be deemed to have been made upon receipt by the recipient of such notice. Any party may change its address above upon written notice to the other parties in accordance with this Section.

This PUD Agreement is executed by the parties on the dates set forth below and shall be effective on the date set forth in the introductory paragraph above.

[Signatures and Acknowledgments on following pages]

Developer:

Chalk Spade Investments (USA), Inc.,
a Michigan corporation

By: _____
Galliano Tiberini, Chairman

Acknowledgment of Developer

The foregoing Agreement was acknowledged this 11th day of January, 2017 by Galliano Tiberini, Chairman of Chalk Spade Investments (USA), Inc., a Michigan corporation, on behalf of the corporation.

_____, Notary Public
PROVINCE OF ~~County~~, ONTARIO
Acting in the ~~County of~~ County of CANADA
My Commission Expires: Does not expire

[Signatures and Acknowledgment of City officials follow on next page]

City:

City of Sterling Heights, a Michigan municipal corporation

By: _____
Michael C. Taylor
Its: Mayor

And

By: _____
Mark Carufel
Its: City Clerk

Acknowledgment of City

The foregoing Agreement was acknowledged this ____ day of January, 2017 by Michael C. Taylor and Mark Carufel, Mayor and City Clerk, respectively, of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

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

Drafted by:

Clark A. Andrews, Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, Michigan 48313

When recorded, return to:

City Clerk
City of Sterling Heights
P.O. Box 8009
40555 Utica Road
Sterling Heights, Michigan 48311-8009

Exhibit A
(Legal Description of Property)

The land is situated in the City of Sterling Heights, County of Macomb, State of Michigan, as follows:

PARCEL A: 17 Mile Road Parcel

PARCEL 1:

Part of the East 1/2 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 1,325.88 feet North 89 degrees 23 minutes 00 seconds West from the Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 1,308.85 feet (record), North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet (measure) along the South line of Section 16, also being the centerline of 17 Mile Road; thence North 00 degrees 05 minutes 00 seconds East, 2,597.90 feet (record), North 00 degrees 06 minutes 37 seconds East, 2,598.68 (measure), along the Easterly line of the Conrail Right-of-Way; thence North 1,317.08 feet (record), North 00 degrees 00 minutes 57 seconds East, 1,317.08 feet (measure), along the Easterly line of the Conrail Right-of-Way; thence South 89 degrees 37 minutes 00 seconds East, 1,329.20 feet (record), South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet (measure); thence South 00 degrees 28 minutes 00 seconds West, 1,314.36 feet (record), South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet (measure), to the East/West 1/4 line of Section 16; thence South 00 degrees 18 minutes 00 seconds West, 825.00 feet (record), South 00 degrees 21 minutes 08 seconds West, 824.62 feet (measure); thence East 600.00 feet (record), South 89 degrees 28 minutes 16 seconds East, 569.50 feet (measure); thence South 00 degrees 10 minutes 00 seconds West, 100.00 feet (record), South 00 degrees 10 minutes 24 seconds West, 99.30 feet (measure); thence South 89 degrees 30 minutes 08 seconds East, 411.84 feet (record) South 89 degrees 11 minutes 13 seconds East, 411.60 feet (measure); thence South 00 degrees 10 minutes 00 seconds West, 65.00 feet (record and measure); thence South 89 degrees 30 minutes 28 seconds East, 222.86 feet (record and measure); thence South 00 degrees 40 minutes 23 seconds West, 327.65 feet (measure), along the West line of Van Dyke Avenue (M-53); thence North 89 degrees 47 minutes 00 seconds West, 555.12 feet (record), North 88 degrees 52 minutes 45 seconds West, 554.92 feet (measure); thence South 00 degrees 01 minutes 00 seconds West, 654.09 feet (record) South 00 degrees 41 minutes 01 seconds West, 645.65 feet (measure); thence North 89 degrees 23 minutes 00 seconds West, 503.00 feet (record and measure); thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet (record and measure); thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet (record and measure) along the centerline of Moore Drain; thence South 00 degrees 14 minutes 00 seconds West, 590.24 feet (record and measure) to the Point of Beginning.

PARCEL 2:

Part of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 660.13 feet North 89 degrees 23 minutes 00 seconds West and 388.94 feet North 00 degrees 41 minutes 01 seconds East from Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 167.27 feet; thence North 00 degrees 33 minutes 33 seconds East, 260.00 feet;

thence South 89 degrees 23 minutes 00 seconds East, 167.84 feet; thence South 00 degrees 41 minutes 01 seconds West, 260.00 feet to the Point of Beginning.

PARCEL 3:
Part of the East 1/2 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 1,325.88 feet North 89 degrees 23 minutes 00 seconds West, from the Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet along the South line of Section 16, also being the centerline of 17 Mile Road; thence North 00 degrees 06 minutes 37 seconds East, 2,598.68 feet along the Easterly line of the Conrail Right-of-Way; thence North 00 degrees 00 minutes 57 seconds East, 1,317.08 feet along the Easterly line of the Conrail Right-of-Way; thence South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet; thence South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet to the East West 1/4 line of Section 16; thence South 00 degrees 21 minutes 08 seconds West, 33.50 feet to the Point of Beginning; thence South 89 degrees 24 minutes 55 seconds East, 241.85 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.67 feet; thence North 00 degrees 21 minutes 00 seconds East, 130.00 feet to the Point of Beginning.

PARCEL B: Van Dyke Parcel
Part of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Beginning at a point which is due South, 330.00 feet along the East line of Section 16, from the East 1/4 corner of Section 16, Town 2 North, Range 12 East; thence continuing along said East line of Section 16, due South 595.0 feet; thence South 89 degrees 53 minutes 58 seconds West 355.0 feet to the point of beginning; thence continuing South 89 degrees 53 minutes 56 seconds West 385.16 feet; thence North 00 degrees 24 minutes 42 seconds West, 100.00 feet; thence South 89 degrees 53 minutes 56 seconds West 598.62 feet; thence North 00 degrees 10 minutes 25 seconds West, 495.00 feet; thence North 89 degrees 53 minutes 56 seconds East 986.0 feet; thence due South 595.0 feet to the point of beginning, together with any/all benefits afforded by the following instruments: i) Permanent Access Driveway/Approach Easement Mutual Agreements recorded in Liber 7424, Page 610 and in Liber 8671, Page 780, ii) Reciprocal Easement for Maintenance Agreement recorded in Liber 7306, Page 542, iii) Permanent Sign and Graphic Easement Mutual Agreement recorded in Liber 8671, Page 786, and iv) Permanent Sanitary Sewer Easement Agreement recorded in Liber 8671, Page 792, Macomb County Records.

Parcels A and B are together described as follows, per Survey performed by PEA. Inc., dated November 19, 2015, being Job No. 2015-088
Part of the Southwest 1/4 of the Northeast 1/4 of Section 16, part of the West 1/2 of the Southeast 1/4 of Section 16 and part of the East 1/2 of the Southeast $^{1}/_{4}$ of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at the Southeast corner of said Section 16; thence North 89 degrees 23 minutes 00 seconds West, 1326.08 feet (recorded as 1,325.88 feet) along the South line of said Section 16; thence North 00 degrees 14 minutes 00 seconds East, 60.00 feet to a point on the North line of Seventeen Mile Road (120' wide) as conveyed to the Macomb County Road Commission in Liber 1177, Page 68, M.C.R., said point being also being the Point of Beginning; thence along

said North line, parallel and 60 feet North of the South line of Section 16, North 89 degrees 23 minutes 00 seconds West, 1,309.18 feet to the East line of the Penn Central Railroad Right-of Way Line; thence along said East railroad right-of-way line North 00 degrees 06 minutes 37 seconds East, 2,538.72 feet to the East-West 1/4 line of Section 16 as monumented; thence continuing along said East railroad right-of-way line North 00 degrees 00 minutes 57 seconds East, 1,317.04 feet (recorded as 1,317.08 feet); thence South 89 degrees 36 minutes 02 seconds East, 1,329.41 feet (recorded as 1,329.40 feet); thence South 00 degrees 29 seconds 29 minutes West, 1,317.23 feet (recorded as 1,314.36 feet) to the aforementioned East-West $^{1}/_{4}$ line of Section 16; thence South 00 degrees 21minutes 08 seconds West, 30.76 feet (recorded as 33.63 feet); thence South 89 degrees 24 minutes 55 seconds East, 241.85 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.67 feet; thence South 00 degrees 21 minutes 08 seconds West, 165.00 feet; thence South 89 degrees 25 minutes 18 seconds East, 985.35 feet; thence South 00 degrees 40 minutes 21 seconds West, 594.88 feet; thence South 89 degrees 24 minutes 16 seconds East, 26.37 feet; thence South 00 degrees 10 minutes 00 seconds West, 66.57 feet (recorded as 65.00 feet); thence South 89 degrees 30 minutes 28 seconds East, 222.86 feet; thence South 00 degrees 40 minutes 23 seconds West, 327.65 feet; thence North 88 degrees 52 minutes 45 seconds West, 554.92 feet; thence South 00 degrees 41 minutes 01 seconds West, 905.65 feet; thence North 89 degrees 23 minutes 00 seconds West, 167.27 feet; thence North 00 degrees 33 minutes 33 seconds East, 260.00 feet; thence North 89 degrees 23 minutes 00 seconds West, 335.17 feet; thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet; thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet; thence South 00 degrees 14 minutes 00 seconds West, 530.23 feet to the Point of Beginning.

Together with any/all benefits afforded by the following instruments: i) Permanent Access Driveway/Approach Easement Mutual Agreements recorded in Liber 7424, Page 610 and in Liber 8671, Page 780, ii) Reciprocal Easement for Maintenance Agreement recorded in Liber 7306, Page 542, iii) Permanent Sign and Graphic Easement Mutual Agreement recorded in Liber 8671, Page 786, and iv) Permanent Sanitary Sewer Easement Agreement recorded in Liber 8671, Page 792, Macomb County Records.

Exhibit B
(Concept Plan of Project)

1. **To access maps and site plans for this item, click here.**

PLANNING COMMISSION
Staff Report

APPLICANT: PPCM-1165 STERLING ENTERPRISE PARK

7191 17 Mile Road DECEMBER 8th, 2016

SUMMARY:

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

Proposal: Requesting approval for a Planned Unit Development which includes the development of an industrial park, to be known as Sterling Enterprise Park. The industrial park would include the construction of an industrial roadway, two or more regional detention ponds, and individual sites that will be developed primarily for manufacturing uses, but may also include office or retail uses in two small locations. The industrial park will be developed with the appropriate entrance and landscaping to blend into the surrounding areas and comply with City standards.

Location: North side of 17 Mile Road, west of Van Dyke, in Section 16.

Existing Zoning: M-2 Heavy Industrial, M-1 Light Industrial, RM-2 Multiple Family Low Rise Districts

Existing Land Use: Former Sunnybrook Golf Course and Bowling Center – now vacant

Master Land Use Plan Designation: Parks and Open Space and Moderate Family Residential - Potential Intensity Change Area

Introduction

The proposed Planned Unit Development (PUD) is for the development of an industrial park comprised of nine (9) proposed industrial condominium sites (units) served by a single industrial collector roadway (Mitchell Drive) running northward from 17 Mile Road to a cul-de-sac at the northerly end. The property currently has three (3) different zoning classifications and the PUD concept plan and associated PUD Agreement would provide for a unified development of the entire property primarily as an industrial park with the ability to develop two small areas for either office or retail use. The property is one of the largest undeveloped parcels within the City with approximately 155 acres.

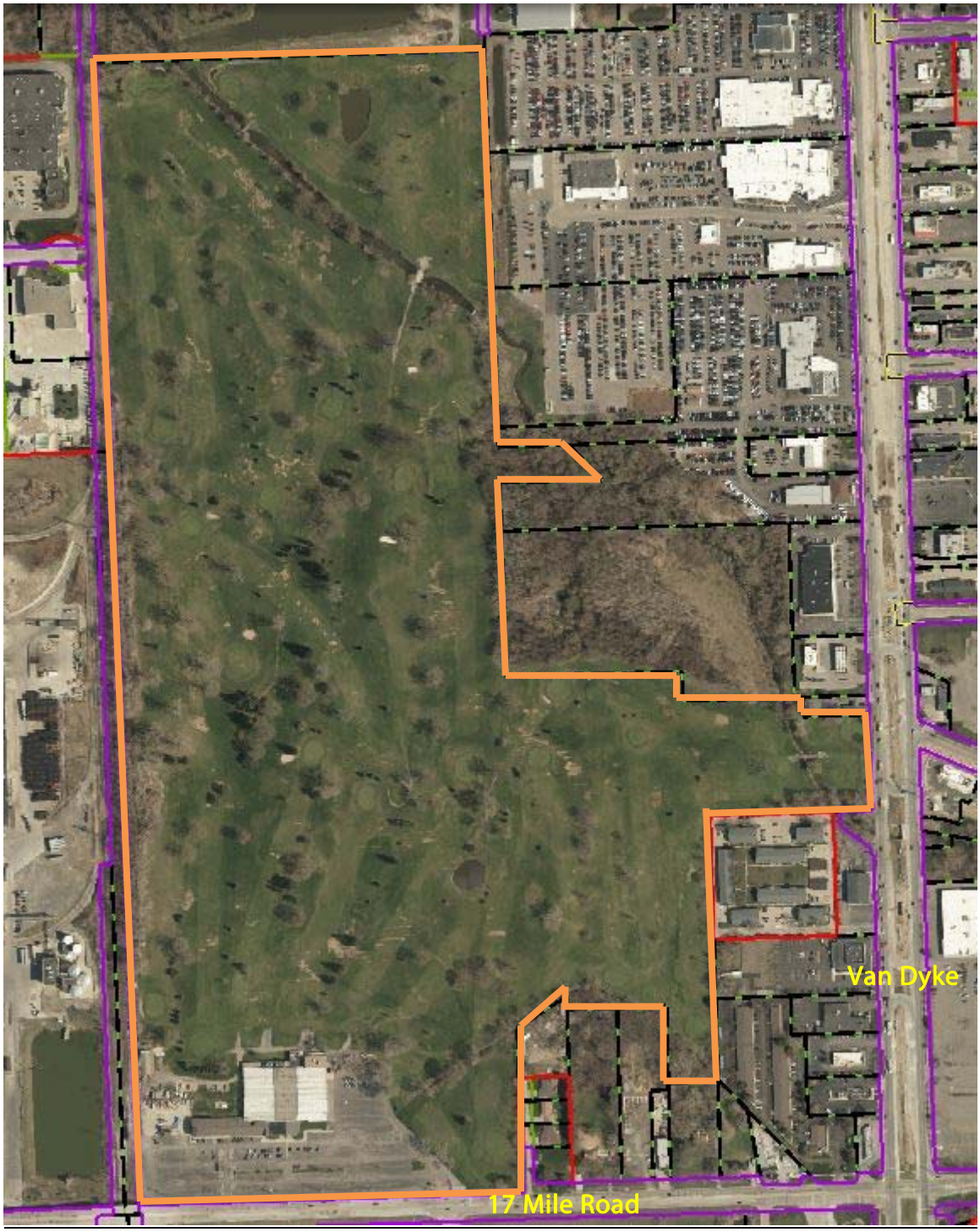
The City has been in discussions with the predecessor owner and more recently the current owner of the site over the course of the last year in an effort to create a successful industrial redevelopment of the former Sunnybrook Golf Course site. The unit fronting on Mitchell Drive which also abuts 17 Mile Road is currently being developed with the Mitchell Plastics industrial building. The site plan was approved for this building/use with the understanding that the site would be incorporated into the overall Planned Unit Development to ensure a cohesive overall development. The development features and characteristics of the Mitchell Plastics site will generally serve as an model for the expected buildings and sites for other units to be subsequently developed within the PUD.

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. Section 22.03 of the Zoning Ordinance indicates the following intent of this option:

> *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.


Van Dyke
17 Mile Road

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 and reviewing and approving the PUD Agreement.

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 development in accordance with the approved PUD concept plan.

- In addition, individual sites will be subject to administrative site plan review for compliance with the concept plan and PUD Agreement requirements.

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 requested a provision within the PUD Agreement that would allow the overall development to take up to eight (8) years from the time the development is commenced, based on the anticipated absorption rate of the market. The Planned Unit Development Ordinance authorizes the City Council to extend the time frames upon a request from the owner.

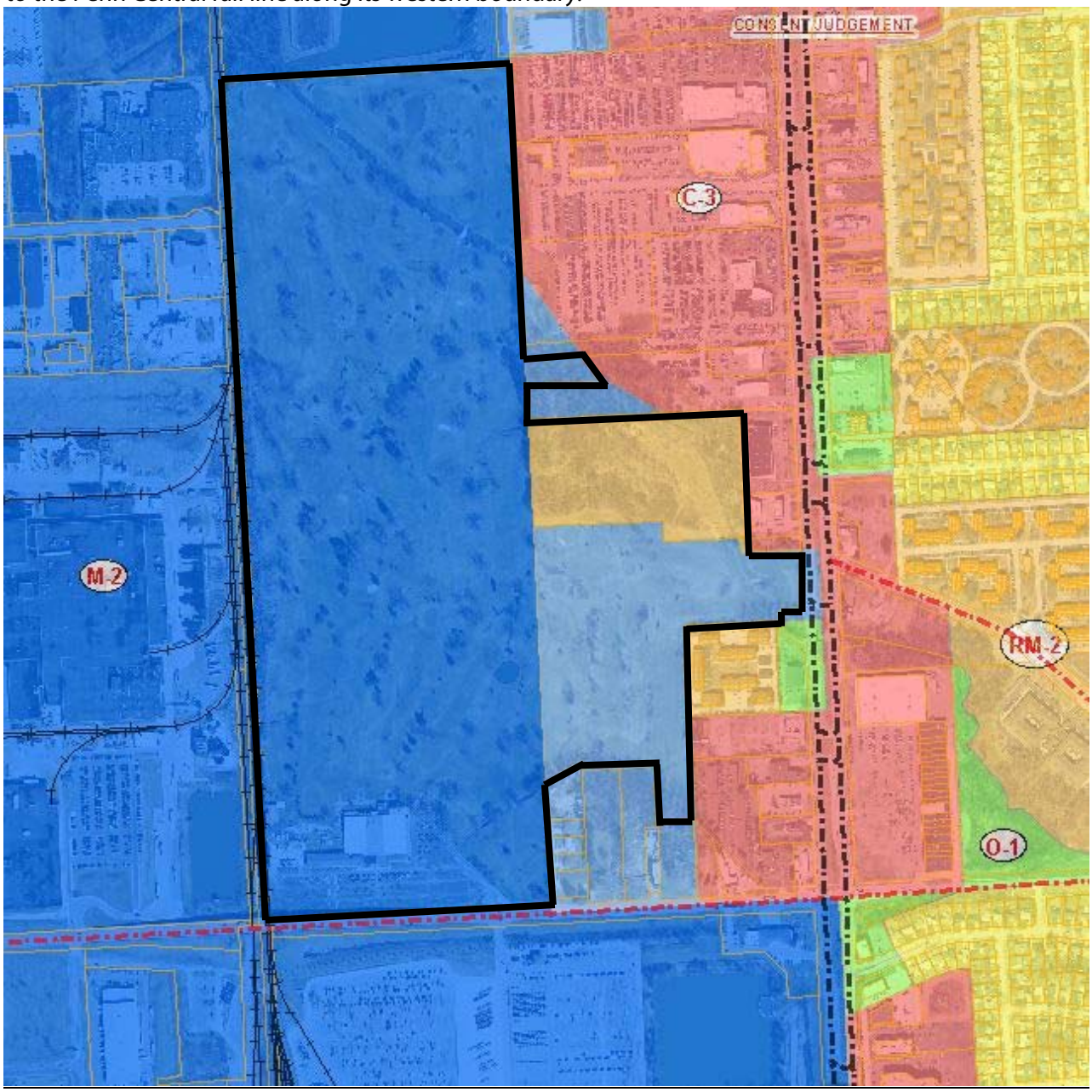
PUD Agreement

- As indicated above, as part of the approval process by City Council, the City will enter into a PUD Agreement with the developer which provides the framework upon which the development of the property will take place. The developer's attorney and City Attorney are preparing a draft of a PUD Agreement consistent with the concept plan for consideration by the City Council.

FINDINGS & CONCLUSIONS:

Abutting Zoning

The abutting zoning to the west is M-2 Heavy Industrial and is developed with the Ford Axle plant along with the existing rail corridor. To the north, the site abuts additional M-2 Heavy Industrial zoned property which includes the City's Department of Public Works facility. To the east is generally C-3 General Business property which includes a number of the City's car dealerships amongst other retail uses. A portion of the eastern boundary is the Sterling Manor Condominiums which is zoned RM-2 Multiple Family Low Rise. Property across 17 Mile Road to the south is zoned M-2 Heavy Industrial developed with the Fiat Chrysler America (FCA) Sterling Heights Assembly Plant. The site is traversed by the Plumbrook Drain and separates the majority of the former golf course site from the remainder of the property at the far northern end of the property. The Plumbrook Drain has a significant floodplain associated with it that will impact the overall development of the site and the usability of portions of the property. The site also has access to the Penn Central rail line along its western boundary.



Uses permitted in a PUD.

The PUD provisions of the Zoning Ordinance allow for a wide range of potential uses because the PUDs are allowable in all zoning districts. The use provision generally provides as follows:

> 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 concept plan shows the proposed boundaries of the various units within the development but does not identify the use of the individual parcels. Because the parties are mutually interested in having the property be developed as a first class industrial development, the parties have negotiated a list of permitted and prohibited uses.

> *The overall project:* The developer and the City have agreed upon lists of uses which will be permitted uses and those which will be prohibited unless specifically approved by the Planning Commission applying specified standards and the special approval land use standards of Article 25 of the Zoning Ordinance. Accessory uses to any of these listed permitted uses (or other uses approved by the Planning Commission) would also be permitted.
>
> Uses that are specifically prohibited from the PUD concept are those that consist primarily of outdoor storage and certain manufacturing uses.
>
> *Parcel at northeast corner of proposed road and 17 Mile Road:* The proposed PUD agreement would also permit the small property at the northeast corner of 17 Mile Road and Mitchell Drive to be utilized for various uses which would be allowed in the O-1 Business and Professional Office District, O-2 Planned Office District, C-1 Local Convenience Business District, C-2 Planned Comparison Shopping District, C-3 General Business District, and C-4 Multi Use District. Special approval land uses within each of those districts would be permissible only after special approval land use was granted by the Planning Commission.
>
> *Parcel along Van Dyke Frontage:* The parties have mutually agreed that the small property that has frontage along Van Dyke can be developed with all permitted uses within the C-3 General Business District, and special approval land uses permitted in the C-1 Local Convenience Business District, C-2 Planned Comparison Shopping District, C-3 General Business District, and C-4 Multi Use Districts if approved by the Planning Commission. The mutually agreeable uses provide a complementary group of uses as required under the City's Planned Unit Development Ordinance.

Design and layout conditions.

The PUD provisions of the Zoning Ordinance set forth certain design and layout standards for the Planning Commission and City Council to consider in reviewing the PUD. They are the following:

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 roadway proposed as a part of the overall PUD concept plan is being built to the City's standards for a collector road within an industrial setting and will have a right of way of seventy (70) feet and a roadway width of thirty six (36) feet.

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 proposed PUD project abuts one existing residential development near the southeast corner of the development. This development is the Sterling Manor Condominiums, a multiple family residential development. A portion of the Sterling Manor Condominiums will back into a planned regional detention pond servicing storm water for the overall development. The northern portion of the Sterling Manor Condominium will abut proposed industrial development. This situation is no different than the current zoning for the property which would allow M-1 Light Industrial development to abut the Condominium complex. The proposed PUD indicates that as development occurs on the property(s) that abut residential uses, those specific lots/uses will provide the screening in those areas.

   There are several other existing single family homes along 17 Mile Road that abut the overall development. These homes are currently existing nonconforming residences which are zoned for industrial purposes (M-1 Light Industrial). These residences are zoned to be ultimately developed as industrial properties. Further, these residences abut the smaller parcel described earlier in the permitted uses section above where either office or commercial land uses may also be developed. The PUD provisions may required additional screening in those areas if commercial or industrial uses abut residential uses.

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

   Architecture of buildings: The mutually agreeable terms of the proposed PUD Agreement indicate that the architecture of the buildings within the Sterling Enterprise Park will be similar to that of the already approved Mitchell Plastics building. Further, the PUD agreement also specify the materials which may be utilized on the buildings within the PUD (glass, ACM decorative panels, decorative block, EIFS (accent only), brick, stone or NuForm panels). The rendering of the Mitchell Plastics building has been included as an exhibit to the proposed PUD agreement to indicate the acceptable architecture and materials.

   Overall landscaping: The proposed PUD will have entrance landscaping provided by the developer as well as by the City. As a part of the overall City Local Development Finance Authority (LDFA) for the overall industrial district, the City is working in conjunction with the overall development of the project to provide increased landscaping along the 17 Mile Road frontage. In addition, the sites that abut the 17 Mile Road frontage will also have landscaping consistent with the already approved Mitchell site plan which has been included as an exhibit to the proposed PUD agreement to indicate the acceptable level and types of planting for each site.

   Common area landscaping: Those common areas along Mitchell Drive will be planted with trees and shrubs by the developer at the time of construction. For instance, the southern regional detention pond will be constructed first and will include an overall landscaping scheme. The regional detention pond to the north will also be planted in a similar fashion and the small property immediately to the north of the second regional detention pond will also include street plantings.

Individual site landscaping: The concept plan does not include any specific landscaping requirements for individual sites. However, those individual sites developed after the Mitchell Plastics site was approved will have to comply with the newly adopted landscaping requirements, or an acceptable alternative approved by City Council. At the time of development of individual sites, landscape plans will also need to be provided, indicating the specific number, type and location of the proposed landscaping. The plantings would generally include a variety of tree and shrub types planted in a natural type setting.

Buffering: The majority of the development abuts other industrial development/zoned properties (to the west and north primarily) or the rear yards of C-3 General Business District properties (to the east primarily), eliminating the need for buffering. However, individual sites which are developed abutting residential developments or properties will be required to provide the necessary screening and buffering.

Walkway linkages: The overall PUD concept plan as well as the terms of the PUD Agreement provide for sidewalks along both sides of the proposed roadway for the full length of the development, including adjacent to the detention ponds. In addition, sidewalks will also be installed along the entire 17 Mile Road frontage. With the reconstruction of Van Dyke, the sidewalk along Van Dyke has already been constructed. Finally, the approved Mitchell site plan that has already been approved provides a pedestrian connection from the front of the Mitchell Plastics site to the building entrance itself, consistent with Ordinance requirements. The subsequent sites will also be required to meet this requirement.

Controlled vehicular access: The entire 155 acre site will be serviced by a single thirty six (36) foot wide industrial collector road with access to 17 Mile Road. The entrance to the industrial park will be via a landscaped boulevard entrance providing a divided entry/exit.

The proposed roadway will be aligned with the FCA driveway to the south to reduce the potential for traffic conflicts and increase efficiency of the intersection.

The PUD Agreement calls for the installation of a traffic signal, consistent with those recently installed along Van Dyke between 15 and 18 Mile Roads, with the cost to be shared by the developer and the City. The installation of the traffic signal is to occur within 2017 to provide a controlled intersection for those users of the industrial park to exit in either direction and manage traffic flow appropriately. The traffic signal will also assist in regulating traffic going into and coming out of the FCA plant on the south side of 17 Mile Road.

Attractive signage: As noted above, entrance elements to the overall industrial park will be coordinated with the City's Local Development Financing Authority requirements. The signage for the overall park will be one of these coordinated elements. The City has designed and will be installing the park's entrance signage which will include the City's new branding for the LDFA area along with the names of the major tenants of the industrial park. The signage will also include a standardized landscaping scheme to be implemented with each branding signage package. The City will be responsible for maintaining the sign and the boulevard landscaping immediately adjacent to it. The balance of that landscaping will be maintained by a mandatory condominium association comprised of all unit owners within the development.

The remaining aspects of the signs for the individual sites and buildings will be required to meet Zoning Ordinance requirements.

Storm drainage: Generally speaking, storm drainage within the development will be provided through regional detention ponds developed to handle storm drainage from multiple sites, unless the City Engineer approves alternate arrangements due to unique conditions that make regional storm water management impractical or unfeasible.

Maintenance of detention ponds and common areas: Generally speaking, the Regional Detention Ponds and common areas within the industrial park will be maintained by the Association. The provisions of the PUD Agreement provide remedies that allow the City to perform required maintenance if the Association fails to do so, with the costs to be equitably allocated among the unit owners of the Condominium. Where an individual detention pond has been approved by the City, the benefited property owners will be responsible for maintenance, with remedial provisions for the City if such maintenance is not performed.

Planned Unit Development Modifications

The PUD provisions of the Zoning Ordinance allow City Council to modify requirements relating to development. The following modifications are proposed from the City's conventional zoning ordinance requirements:

1. The overall length of the cul-de-sac as shown on the concept plan. The property has previously received a variance from City Council in regards to the length of roadway under a previous development plan. The proposed PUD concept plan and agreement would take precedent over the previous variance granted to cul-de-sac length.

2. The ability for the City Planner to approve deviations to the City's fence requirements as deemed necessary or appropriate.

3. The creation of a parcel (Parcel "E"), which does not have adequate frontage and exceeds the City's width to depth ratio requirements for a parcel.

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-1165, 7191 17 Mile Road, 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 development shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the concept plan;
2. That if the concept plan and Planned Unit Agreement are approved by the City Council, the petitioner shall develop, maintain and operate the development 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 if the concept plan and Planned Unit Agreement are approved by the City Council, appropriate site plan and engineering plans meeting all other requirements of the City of Sterling Heights shall be provided by the developer for each phase as it develops and/or by individual property owners as they develop individual sites.

4. That if the concept plan and Planned Unit Agreement are approved by the City Council, the modifications requested as a part of the overall PUD concept plan be approved as they generally meet the intent of the City's Zoning Ordinance and specifically the Planned Unit Development Ordinance.

5. That if the concept plan and Planned Unit Agreement are approved by the City Council, the Planned Unit Development Agreement be finalized, signed and recorded by the owner of the property and the City.

6. 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 eight (8) 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.

7. The recommendation 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.

This action is based on the following findings:

1. That the proposed development of the property in accordance with the proposed concept plan complies with the intent and Ordinance requirements set forth in Section 22.03 of the Zoning Ordinance authorizing planned unit developments. To the extent of any conflict between the proposed PUD development as set forth in the PUD Agreement and the concept plan and other conflicting provisions of the Zoning Ordinance, the provisions of the PUD Agreement and the contents of the concept plan shall control.

2. That the concept plan provides for the reasonable development of one of the only remaining large parcels of land within the City into a first class industrial park.

3. That the concept plan for this proposed industrial park complements the expansion and development of the FCA Sterling Heights Assembly Plant south of the property across 17 Mile Road.

4. That the concept plan provides for regional storm water management through the use of regional detention ponds in lieu of individual site detention ponds, thereby maximizing development of individual parcels and stormwater management efficiency.

5. That the concept plan includes traffic signalization at the intersection of Mitchell Drive and 17 Mile Road in order to minimize undesirable traffic back-up and congestion on 17 Mile Road and within the industrial park.

6. That the proposed development of the property as a PUD to be operated and maintained by a mandatory association of unit owners responsible for maintenance of common areas will facilitate the long-term operation and use of this property as a first class industrial park.

7. That the perimeter landscaping, common area landscaping and individual site landscaping incorporated into the concept plan and associated exhibits is consistent with the newly adopted landscaping standards for commercial and industrial sites.

8. That the landscaping and signage for the development enhances the area and is consistent with the LDFA standards and landscaping along Van Dyke Avenue.

9. That the concept plan provides a heavy industrial grade public street, adequate utilities, public sidewalks, parking areas, open spaces, and other common areas accessible to the public or users of the developed properties.

10. That the concept plan provides an adequate foundation for the development of this large industrial parcel into a first class industrial park that is compatible with and complementary to the existing industrial development patterns in the area.

APPLICATION FOR PLANNING COMMISSION APPROVAL

PPCM-1165
November 3, 2016

Applicant Name: Clay Thomas (J.B. Donaldson Company, Inc.)

Address 37610 Hills Tech Drive City Farmington Hills State MI Zip Code 48331

Telephone _____ Email cthomas@jbdonaldson.com

Drivers License No. & State _____

Property Owner (Co-Applicant) Name: Galliano Tiberini (CHALK SPADE INVESTMENTS (USA), INC., a Michigan corporation)

Address 111 Creditstone Road City Concord State Ontario Zip Code L4K 1N3

Telephone _____ Email GTiberini@arggroup.com

Drivers License No. & State _____

Address of property: 7191 West Seventeen Mile Road, Sterling Heights, MI

Location of property is on the North side of West Seventeen Mile Road

between Mound and Van Dyke Roads in Section 16

Requests Planning Commission consideration of (Please Check):

(X) Special Approval Land Use
( ) Temporary Use/Building
( ) Variance to Subdivision Regulations
( ) Right of Way Vacation

Purpose of request: (be specific) To approve a Planned Unit Development on the site of the former Sunnybrook Golf Course/Bowling/Hotel and adjoining parcels to permit the creation of an Industrial development known as Sterling Enterprise Park as shown on the conceptual site plan attached. A road will be constructed and individual sites will be developed for manufacturing uses, with some of

the uses serving the FCA Sterling Heights Assembly Plant across Seventeen Mile Road. Two small sites (one on Van Dyke and one on Seventeen Mile East of the access road) may be developed with Commercial uses such as office or retail. The Industrial Park will be developed with an appropriate entrance and landscaping so that it blends in with the surrounding areas and complies with the City standards.

Designated Agent for Applicant (if Applicable):

John D. Gaber, (Williams, Williams, Rattner & Plunkett, P.C.)
(Name)

380 North Old Woodward Avenue, Suite 300, Birmingham MI 48009
(Address) (City) (State) (Zip Code)

(248) 530-0722
(Telephone)

_____
(Drivers License & State)

This application is submitted with the required copies of the site plan and other data as required by the City Zoning Ordinance.

I have received a copy of the Administrative Rules and Procedures relating to enforcement of any conditions of approval that may be imposed.

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

Signature of Applicant(s) — Clay B. Thomas, Printed Name of Applicant(s)

Signature of Property Owner (Co-Applicant) — Galliano Tiberini, Printed Name of Property Owner (Co-Applicant)

Signature of Designated Agent — John D. Gaber, Printed Name of Designated Agent

FEES NON-REFUNDABLE

RECD MACOMB CO *16JUL08PM0332

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years prior to the date on this instrument except 20_____ No 2019 DEREK E. MILLER
Macomb County Treasurer BY_____
This certification does not include current taxes now being collected. Date 7/8/10

COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS, that Ultra Properties, Inc., a Delaware corporation ("Grantor") whose address is: 1282 Kirts Boulevard, Ste 200, Troy, MI 48084

Conveys to: Chalk Spade Investments (USA), Inc., a Michigan corporation ("Grantee") whose address is: 1282 Kirts Boulevard, Ste 200, Troy, MI 48084

The following described premises situated in the City of Sterling Heights, County of Macomb, and State of Michigan, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A
Commonly Known as: 7191 Seventeen Mile Road, 39639 Van Dyke
Parcel ID Nos.: 10-10-16-401-005 and 10-10-16-426-021

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and 00/100 Dollars ($1.00) and other valuable consideration.

Subject to the Permitted Exceptions attached hereto as "Exhibit B"

Grantor, for itself, its successors and assigns, does hereby covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that, subject to the matters set forth on Exhibit B attached hereto made a part hereof, Grantor has not heretofore done, committed or knowingly suffered to be done, or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise whatsoever. Grantor will warrant and defend the conveyed premises against the lawful claims and demands of all persons claiming through Grantor but against no other claims.

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

The Grantor grants to the Grantee the right to make all available divisions under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended.

[Signature Page Follows]

7/32

4820-1006-4947.1

7q

c

EXHIBIT A

The land is situated in the City of Sterling Heights, County of Macomb, State of Michigan, as follows:

PARCEL A: 17 Mile Road Parcel

PARCEL 1:
Part of the East 1/2 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 1,325.88 feet North 89 degrees 23 minutes 00 seconds West from the Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 1,308.85 feet (record), North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet (measure) along the South line of Section 16, also being the centerline of 17 Mile Road; thence North 00 degrees 05 minutes 00 seconds East, 2,597.90 feet (record), North 00 degrees 06 minutes 37 seconds East, 2,598.68 (measure), along the Easterly line of the Conrail Right-of-Way; thence North 1,317.08 feet (record), North 00 degrees 00 minutes 57 seconds East, 1,317.08 feet (measure), along the Easterly line of the Conrail Right-of-Way; thence South 89 degrees 37 minutes 00 seconds East, 1,329.20 feet (record), South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet (measure); thence South 00 degrees 28 minutes 00 seconds West, 1,314.36 feet (record), South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet (measure), to the East/West 1/4 line of Section 16; thence South 00 degrees 18 minutes 00 seconds West, 825.00 feet (record), South 00 degrees 21 minutes 08 seconds West, 824.62 feet (measure); thence East 600.00 feet (record), South 89 degrees 28 minutes 16 seconds East, 569.50 feet (measure); thence South 00 degrees 10 minutes 00 seconds West, 100.00 feet (record), South 00 degrees 10 minutes 24 seconds West, 99.30 feet (measure); thence South 89 degrees 30 minutes 08 seconds East, 411.84 feet (record) South 89 degrees 11 minutes 13 seconds East, 411.60 feet (measure); thence South 00 degrees 10 minutes 00 seconds West, 65.00 feet (record and measure); thence South 89 degrees 30 minutes 28 seconds East, 222.86 feet (record and measure); thence South 00 degrees 40 minutes 23 seconds West, 327.65 feet (measure), along the West line of Van Dyke Avenue (M-53); thence North 89 degrees 47 minutes 00 seconds West, 555.12 feet (record), North 88 degrees 52 minutes 45 seconds West, 554.92 feet (measure); thence South 00 degrees 01 minutes 00 seconds West, 654.09 feet (record) South 00 degrees 41 minutes 01 seconds West, 645.65 feet (measure); thence North 89 degrees 23 minutes 00 seconds West, 503.00 feet (record and measure); thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet (record and measure); thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet (record and measure) along the centerline of Moore Drain; thence South 00 degrees 14 minutes 00 seconds West, 590.24 feet (record and measure) to the Point of Beginning.

PART 10 10 16 40 1 005

PARCEL 2:
Part of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 660.13 feet North 89 degrees 23 minutes 00 seconds West and 388.94 feet North 00 degrees 41 minutes 01 seconds East from Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 167.27 feet; thence North 00 degrees 33 minutes 33 seconds East, 260.00 feet; thence South 89 degrees 23 minutes 00 seconds East, 167.84 feet; thence South 00 degrees 41 minutes 01 seconds West, 260.00 feet to the Point of Beginning.

PART 10 10 16 40 1 005

PARCEL 3:
Part of the East 1/2 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at a point 1,325.88 feet North 89 degrees 23 minutes 00 seconds West, from the Southeast corner of said Section 16; thence extending North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet along the South line of Section 16, also being the centerline of 17 Mile Road; thence North 00 degrees 06 minutes 37 seconds East, 2,598.68 feet along the Easterly line

of the Conrail Right-of-Way; thence North 00 degrees 00 minutes 57 seconds East, 1,317.08 feet along the Easterly line of the Conrail Right-of-Way; thence South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet; thence South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet to the East/West 1/4 line of Section 16; thence South 00 degrees 21 minutes 08 seconds West, 33.50 feet to the Point of Beginning; thence South 89 degrees 24 minutes 55 seconds East, 241.85 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.67 feet; thence North 00 degrees 21 minutes 00 seconds East, 130.00 feet to the Point of Beginning.

PART 10 10 16 401 005

PARCEL B: Van Dyke Parcel

Part of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Beginning at a point which is due South, 330.00 feet along the East line of Section 16, from the East 1/4 corner of Section 16, Town 2 North, Range 12 East; thence continuing along said East line of Section 16, due South 595.0 feet; thence South 89 degrees 53 minutes 58 seconds West 355.0 feet to the point of beginning; thence continuing South 89 degrees 53 minutes 56 seconds West 385.16 feet; thence North 00 degrees 24 minutes 42 seconds West, 100.00 feet; thence South 89 degrees 53 minutes 56 seconds West 598.62 feet; thence North 00 degrees 10 minutes 25 seconds West, 495.00 feet; thence North 89 degrees 53 minutes 56 seconds East 986.0 feet; thence due South 595.0 feet to the point of beginning, together with any/all benefits afforded by the following instruments: i) Permanent Access Driveway/Approach Easement Mutual Agreements recorded in Liber 7424, Page 610 and in Liber 8671, Page 780, ii) Reciprocal Easement for Maintenance Agreement recorded in Liber 7306, Page 542, iii) Permanent Sign and Graphic Easement Mutual Agreement recorded in Liber 8671, Page 786, and iv) Permanent Sanitary Sewer Easement Agreement recorded in Liber 8671, Page 792, Macomb County Records.

10 10 16 426 021

Parcels A and B are together described as follows, per Survey performed by PEA, Inc., dated November 19, 2015, being Job No. 2015-088

Part of the Southwest 1/4 of the Northeast 1/4 of Section 16, part of the West 1/2 of the Southeast 1/4 of Section 16 and part of the East 1/2 of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at the Southeast corner of said Section 16; thence North 89 degrees 23 minutes 00 seconds West, 1326.08 feet (recorded as 1,325.88 feet) along the South line of said Section 16; thence North 00 degrees 14 minutes 00 seconds East, 60.00 feet to a point on the North line of Seventeen Mile Road (120' wide) as conveyed to the Macomb County Road Commission in Liber 1177, Page 68, M.C.R., said point being also being the Point of Beginning; thence along said North line, parallel and 60 feet North of the South line of Section 16, North 89 degrees 23 minutes 00 seconds West, 1,309.18 feet to the East line of the Penn Central Railroad Right-of Way Line; thence along said East railroad right-of-way line North 00 degrees 06 minutes 37 seconds East, 2,538.72 feet to the East-West 1/4 line of Section 16 as monumented; thence continuing along said East railroad right-of-way line North 00 degrees 00 minutes 57 seconds East, 1,317.04 feet (recorded as 1,317.08 feet); thence South 89 degrees 36 minutes 02 seconds East, 1,329.41 feet (recorded as 1,329.40 feet); thence South 00 degrees 29 seconds 29 minutes West, 1,317.23 feet (recorded as 1,314.36 feet) to the aforementioned East-West 1/4 line of Section 16; thence South 00 degrees 21minutes 08 seconds West, 30.76 feet (recorded as 33.63 feet); thence South 89 degrees 24 minutes 55 seconds East, 241.85 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.67 feet; thence South 00 degrees 21 minutes 08 seconds West, 165.00 feet; thence South 89 degrees 25 minutes 18 seconds East, 985.35 feet; thence South 00 degrees 40 minutes 21 seconds West, 594.88 feet; thence South 89 degrees 24 minutes 16 seconds East, 26.37 feet; thence South 00 degrees 10 minutes 00 seconds West, 66.57 feet (recorded as 65.00 feet); thence South 89 degrees 30 minutes 28 seconds East, 222.86 feet; thence South 00 degrees 40 minutes 23 seconds West, 327.65 feet; thence North 88 degrees 52 minutes 45 seconds West, 554.92 feet; thence South 00 degrees 41 minutes 01 seconds West, 905.65 feet; thence North 89 degrees 23 minutes 00 seconds West, 167.27 feet; thence North 00 degrees 33 minutes 33 seconds East, 260.00 feet; thence North 89 degrees 23 minutes 00 seconds West, 335.17 feet; thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet; thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet; thence South 00 degrees 14 minutes 00 seconds West, 530.23 feet to the

Point of Beginning.

Together with any/all benefits afforded by the following instruments: i) Permanent Access Driveway/Approach Easement Mutual Agreements recorded in Liber 7424, Page 610 and in Liber 8671, Page 780, ii) Reciprocal Easement for Maintenance Agreement recorded in Liber 7306, Page 542, iii) Permanent Sign and Graphic Easement Mutual Agreement recorded in Liber 8671, Page 786, and iv) Permanent Sanitary Sewer Easement Agreement recorded in Liber 8671, Page 792, Macomb County Records.

10 10 16 401 005

10 10 16 426 021

Permitted Exceptions
Exhibit "B"

- The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date.

- Right-of-Way Grant in favor of Southeastern Michigan Gas Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 838, Page 391, Macomb County Records, as to Parcel 1.

- Release of Right of Way in favor of the Board of County Road Commissioners, of Macomb County and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1177, page 68, Macomb County Records, as to Parcel 1.

- Release of Right of Way in favor of County of Macomb and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1177, page 445, Macomb County Records, as to Parcel 1.

- General Grant of Permanent Easement for Public Work Utilities in favor of County of Macomb and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4331, page 152, Macomb County Records, as to Parcel 3.

- Grant of Easement in favor of the City of Sterling Heights and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4386, page 697, Macomb County Records, as to Parcel 3.

- Interest of others in the Oil, Gas and other Minerals in and under and that may be produced from captioned land as disclosed by Quit Claim Deed recorded in Liber 5038, page 498, Macomb County Records, as to Parcel 1. NOTE: This exception pertains to subsurface rights in Minerals only. Any Oil and Gas rights created by captioned instrument have been extinguished pursuant to the Dormant Minerals Act (MCLA 554.291).

- Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 9935, page 830, Macomb County Records, as to Parcel 1.

- Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 10998, page 600, Macomb County Records, as to Parcel 3.

- Grant of Permanent Easement in favor of Moore Drain Drainage District and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 15761, page 753, Macomb County Records, as to Parcel 2.

- Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Plum Brook, or land created by fill or artificial accretion, as to Parcels 1 and 3.

- The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Plum Brook, as to Parcels 1 and 3.

- Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property.

- Terms, conditions and provisions recited in Permanent Access Driveway/Approach Easement Mutual Agreements recorded in Liber 7424, Page 610 and in Liber 8671, Page 780, Macomb County Records.

- Terms, conditions and provisions recited in Reciprocal Easement for Maintenance Agreement recorded in Liber 7306, Page 542, Macomb County Records.

- Public Utility Easement for Storm Sewer granted to the City of Sterling Heights recorded in Liber 7373, Page 340, Macomb County Records.

- Terms, conditions and provisions recited in Permanent Sign and Graphic Easement Mutual Agreement recorded in Liber 8671, Page 786, Macomb County Records.
- Easement for Water Main recorded in Liber 8671, Page 776, Macomb County Records.
- Permanent Storm Water Easement Agreement recorded in Liber 8671, Page 770, Macomb County Records.
- Permanent Sanitary Sewer Easement Agreement recorded in Liber 8671, Page 792, Macomb County Records.
- Conservation Easement granted to Michigan Department of Natural Resources recorded in Liber 9786, Page 931, Macomb County Records.
- Right of Way vested in Plumbrook Drain Drainage District by instrument recorded in Liber 2753, Page 380, Macomb County Records.
- General Grant of Permanent Easement for the Plumbrook Drain granted to the Plumbrook Drain Drainage District recorded in Liber 7568, Page 275, Macomb County Records.
- Survey performed by Professional Engineering Associates, dated September 25, 2015, being PEA Job No. 2015-088, discloses the following:
  a. Storm sewer that traverses onto the property from the North, without the benefit of a recorded easement.

DONALDSON
COMPANY

November 10, 2016

Chris McLeod, AICP
City of Sterling Heights
40555 Utica Road
P.O. Box 8009
Sterling Heights, MI 48311
Via email (cmcleod@sterling-heights.net)

Re: Application for Planning Commission Approval for Planned Unit Development for Sterling Enterprise Park

Dear Mr. McLeod:

Please accept this letter with enclosures as a supplement to the Application for Planning Commission Approval for the Sterling Enterprise Park Planned Unit Development which was submitted on November 1, 2016.

Chalk Spade Investments (USA), Inc (the "Developer") is interested in developing the former Sunnybrook Golf Course and Bowling Alley into a first-class industrial park as a planned unit development (see enclosed Concept Plan) to be known as Sterling Enterprise Park (the "Park"). The intention of the Developer is to develop the land for high-tech, manufacturing, fabricating, assembling, and warehousing, all to be generally consistent with the underlying zoning. Developer intends to enter into a Planned Unit Development Agreement with the City in order to streamline the development of the Park. The Developer also intends to convert the large parcels into a Site Condominium providing for the maintenance of the common elements by the various owners within the Park.

The Developer has seen interest from the manufacturing community in locating facilities in the Park which service FCA's Sterling Heights Assembly Plant as well as other compatible uses. The Developer does not foresee heavy outdoor uses, and would limit outdoor storage to the rear of the property so as not to be visible from Seventeen Mile Road or the internal Park road.

The Developer has received approval from the City of Sterling Heights on the construction of the first such facility in the Park, Mitchell Plastics. The Developer intends that front facades will be constructed of glass, brick, stone or other similar decorative surfaces (see enclosed Mitchell Rendering). Landscaping will be consistent with the

Engineers • Builders • Developers
Phone: 248-344-9045 • Fax: 248-994-0712
37610 Hills Tech Dr. • Farmington Hills, MI • 48331

type of landscaping approved for the Mitchell site (see enclosed Approved Mitchell Landscape Plan and Approved Mitchell Architectural Site Plan). It is the Developer's intention to develop the remainder of the Park with buildings similar in design and style to the Mitchell building.

The Developer looks forward to finalizing the Planned Unit Development and building out the Park with the City's help as we are confident this will be a benefit to all parties involved. Please feel free to contact us to discuss the foregoing at your convenience.

Sincerely,

Clay B. Thomas

Enclosures: Concept Plan
Mitchell Rendering
Approved Mitchell Landscape Plans
Approved Mitchell Architectural Site Plan

Engineers • Builders • Developers
Phone: 248-344-9045 • Fax: 248-994-0712
37610 Hills Tech Dr. • Farmington Hills, MI • 48331

DELIVERED JAN 12 2017

CITY OF Sterling Heights

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2
Meeting: 1/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider adoption of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the north side of 18 Mile Road, east of Dequindre Road, in Section 7 from C-2 (Planned Comparison Business District) to C-3 (General Business District); Case No. PZ16-1149 (Presentation – Chris McLeod, City Planner).

Submitted By: Office of Planning

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

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

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

Executive Summary

Introduction

SLM Windmill LP (Petitioner) is requesting a conditional rezoning for property located on the north side of 18 Mile Road, east of Dequindre Road, from C-2 (Planed Comparison Business District) to C-3 (General Business District) to facilitate the redevelopment of the existing 165,000 square foot shopping center with a new Kroger Marketplace Store and Kroger gasoline self-service station. The proposed redevelopment includes both the construction of a new 129,000 square foot Kroger Marketplace Store, a freestanding gasoline service station, the renovation of the remaining tenant spaces, and a building addition to the east end of the shopping center of approximately 15,700 square feet.

At the December 20th, 2016 regular meeting, the City Council resolved to introduce the ordinance amending the Zoning Ordinance, No. 278. During the Council deliberation, questions were raised regarding plans for the existing Kroger store situated across 18 Mile Road that is to be vacated and what the uses would be within the newly renovated center. There are no definitive plans for the existing store, but Kroger Corporation has significant relationships with many national businesses that would be afforded opportunities to acquire the site. The existing store was developed under a consent judgment with the City so there is a measure of control over future uses. As for the leased spaces located within the renovated center, Petitioner is actively marketing to nationally-recognized tenants.

Background

The subject property contains three (3) contiguous properties situated generally at the northeast corner of 18 Mile Road and Dequindre Road in Section 7 of the City. The property frontage along 18 Mile Road is almost 890 feet; however, the frontage is not contiguous due to the location of the Charter One Bank branch fronting on 18 Mile Road. The property has a depth measured from 18 Mile Road of approximately 730 feet. The total property acreage is approximately 19.42 acres. The subject property is currently zoned C-2 (Planned Comparison Business District).

The property to the north along the Dequindre Road frontage is zoned O-1 Business and Professional Office to a depth of approximately four hundred (400) feet. The remaining property along the north property line is zoned RM-2 Multiple Family Low Rise and is developed with the Heritage Pointe Condominiums. The property to the east is also zoned RM-2 Multiple Family Low Rise and is developed with the Oakmont Manor Senior Communities comprised of senior apartments and an assisted living housing facility (formerly Birchcrest Manor apartment complex and American House-Birchcrest).

To the south, on the south side of 18 Mile Road, the properties are zoned a mixture of C-3 (General Business District), O-1 (Business and Professional Office District), as well as a parcel developed under a Consent Judgment. The existing Kroger on the south side of 18 Mile Road was developed as a part of the Consent Judgment. The southeast corner of 18 Mile Road and Dequindre Road is a vacant gas station. The property at the immediate northeast corner of 18 Mile Road and Dequindre Road is zoned C-2 Planned Comparison Business District and is developed with a Comerica Bank branch.

The City's Master Land Use Plan designates this area for Regional Commercial which is consistent with the proposed development.

Proposal

Petitioner proposes redevelopment of the subject property with a 129,000 square foot Kroger Marketplace Store in the location of the former Kmart space and several adjoining tenant spaces, a freestanding Kroger Fuel Station, a renovation of the remaining portions of the existing shopping center and an addition of approximately 15,700 square feet on the east end of the shopping center. The proposed redevelopment would also include a complete renovation of the landscaping, lighting and signage for the site.

Petitioner has proposed a conditional rezoning request whereby certain terms and conditions are being voluntarily offered to the City which would control development and uses of the subject properties should the request be granted. The terms and conditions are reflected within the plans presented to the City Council and/or will be specified in a conditional rezoning agreement entered into between the City and Petitioner.

Specific conditions which have been voluntarily offered by Petitioner and included within the Conditional Rezoning Agreement include:

- The redevelopment will be completed in general accordance with the enclosed site plans.
- The following uses will be prohibited:
  - Amusement Device Center
  - Adult Entertainment

- Massage parlor, except for non-sexual massage provided such as that provided under the trade name "Massage Envy"
- Pawnbrokers
- Medical Marijuana Facility

Petitioner is subject to the following time limitations that are standard in all conditional rezoning agreements and required by Zoning Ordinance No. 278:

- Apply for and obtain site plan approval for the Proposed Development of the Property within twelve (12) months of the effective date of the ordinance amendment approving the rezoning or map amendment.
- Apply for and obtain a building permit for the Proposed Development within eighteen (18) months of such effective date; and
- Complete construction of the Proposed Development within thirty (30) months of such effective date.

<u>Variances Requested</u>

A series of variances are requested as a part of the overall conditional rezoning request. These include:

- Parking within the required front yard setback. The site plan proposes the encroachment of parking into the required front yard greenbelt along Dequindre Road. The required front greenbelt is thirty five (35) feet and the proposed encroachment is twenty one feet and four inches (21'-4") which would leave a greenbelt of approximately thirteen feet eight inches (13'-8"). Petitioner's plan provides for a series of street trees and shrubs, consisting of Viburum and Forsythia, within the remaining greenbelt along Dequindre Road.

- Fuel Station's canopy encroaches into the seventy five (75) foot building setback. Canopies for gasoline service stations are required to meet building setbacks for principal buildings. The required setback to the east is seventy-five (75) feet. As proposed, the setback will be approximately sixty (60) feet.

- Parking encroaches into the buffer requirement along the east property line. The parking setback along the east property line is an existing condition and is separated from the use to the east (Oakmont) by a fence and a minimal (varying width) greenbelt. The parking does not extend any closer to the property line than the current condition.

- Truck dock retaining wall encroaches into the required building setback. The site plan proposes the use of a screening wall that is integral to the building to help further screen the truck loading and unloading from the uses to the north. A setback of seventy-five (75) feet is required due to the residential development to the north and a setback of approximately fifty-three (53) feet is proposed.

- Proposed monument sign encroaches into the required sign setback of twelve (12) feet from the front property line. A sign setback of five (5) feet is proposed along the Dequindre Road frontage. This setback is being somewhat dictated by the reduced parking setback also being proposed along the Dequindre Road frontage. It should also be noted the sign will need to meet the required ten (10) foot clear vision triangle for commercial driveways.

- Some of the proposed light stanchions exceed the maximum lighting pole height limitation within the C-3 (General Business District) zoning district. The proposed lighting poles are proposed to be thirty (30) feet in height. The light poles that exceed the Zoning Ordinance requirements are interior to the site and illuminate the main portion of the parking area. Those poles and fixtures along the exterior of the site meet the maximum height permitted of twenty-two (22) feet.

- Proposed monument sign exceeds fifteen (15) feet in height. The total height for the monument sign is proposed to be seventeen feet four inches (17'-4"). While the total height of the sign exceeds the total height permitted, the overall size and area of the sign structure will not be utilized as signage. There are significant areas of brick that will remain breaking up the overall area of the sign.

- Proposed additional monument signs. The site plan indicated that a total of two (2) monument signs along the 18 Mile Road frontage and one (1) monument sign along the Dequindre Road frontage. The ordinance only permits one (1) monument sign to be located on each road frontage. The additional monument sign is for the gasoline self-service station which is a separate building and will likely be on a separate lot from the remainder of the center.

- Maximum height of the building within a C-3 General Business District. As proposed, the Kroger Marketplace store is approximately thirty-five feet eight inches (35-8") in total height. This excess building height is only at the eastern entrance to the front of the Kroger Marketplace store. The remainder of the Kroger Marketplace store and associated shopping center meet Zoning Ordinance requirements of thirty (30) feet (they are twenty-nine feet four inches (29'-4") in height). The eastern entrance is architectural and central to the site and the excess height is minimal and is not located at the rear of the building, adjacent to the residential property.

- The number and size of wall signs exceed the maximum permitted by Ordinance. The Zoning Ordinance would permit up to two hundred (200) square feet of wall sign to be divided as necessary by Petitioner. Petitioner is proposing a total of six hundred and thirty (630) square feet of signage for the Kroger Marketplace use. The signage proposed will be located on both the 18 Mile Road frontage as well as the Dequindre Road frontage.

Planning Considerations

Based upon the location and development patterns within this area, the rezoning request from C-2 (Planned Comparison Business District) to C-3 (General Business District), with the conditions being offered by Petitioner, can be seen as logical and appropriate. The subject property is currently utilized for a general retail shopping center and the main alteration to the use of the site is the construction of a freestanding self-service gas station at the southeast corner of the site.

The façade of the entire center will be upgraded by the redevelopment of the former Kmart tenant space along with several others, the upgrading of materials on the remaining portion of the shopping center to include additional stonework, wood siding (cement product to replicate wood), additional windows, etc., and the building addition in the location of the former outdoor sales area.

The site plan provided evidences a substantial upgrade to the landscaping of the shopping center. The proposed landscaping provides additional frontage landscaping, parking lot trees, landscaping along the frontage of the building, additional pedestrian connections, and other landscaping amenities.

Recommendation

The Office of Planning reviewed Petitioner's conditional rezoning request and offered the Planning Commission the following points to consider:

1. Conditional rezoning of this property based upon the proposed voluntary terms and conditions and development plans ensures that the development will be constructed in accordance with a specific zoning agreement between Petitioner and the City, to the benefit surrounding property owners and the City;
2. Conditional rezoning of this property based upon the proposed voluntary conditions and development plans will result in a development compatible with the surrounding zoning and land uses;
3. Conditional rezoning of this property would provide a suitable land use in keeping with the stated planning principles as defined in the City's Master Land Use Plan.

At the regular meeting of November 3rd, 2016, the Planning Commission approved by a 7-0 vote (2 members absent) the following motion to recommend approval of Petitioner's request to conditionally rezone the subject property, Case No. PZ15-1149:

> Motion by Mr. Norgrove, supported by Mr. Jaboro that the Planning Commission forward a recommendation to City Council to APPROVE case number PZ16-1149, SLM Windmill LP, request to conditionally rezone property from C-2 Planned Comparison Business District to C-3 General Business for the following reasons:
>
> 1. Conditional rezoning of this parcel based upon the proposed conditions contained within the development plans will ensure that the development will be constructed in accordance with a specific mutually agreeable conditional rezoning agreement between the petitioner and city prepared by the City Attorney, which incorporates the conditions offered by petitioner, to the benefit of surrounding property owners and the city;
> 2. Conditional rezoning of this parcel based upon the proposed development plans will result in a development compatible with the surrounding zoning and land uses.

3. That the conditions offered by the applicant that limit the types of uses that would be permissible onsite excluding automobile sales (both new and used vehicles), hotels/motels, self-storage, and dance halls ensure that the development will be compatible with the City's Master Land Use Plan and surrounding land uses.
4. That the variances as outlined in the Office of Planning Report are granted as a part of the motion and are found to be acceptable based on the overall character and nature of the development as proposed.

Further, this motion is based on the following:

1. That an acceptable conditional rezoning agreement be recorded delineating the terms and conditions of the proposed rezoning.
2. That site plan approval be sought and obtained through the Office of Planning and all remaining site plan comments being addressed.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to adopt the map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the north side of 18 Mile Road, east of Dequindre Road in Section 7, from C-2 (Planned Comparison Business District) to C-3 (General Business District), Case No. PZ16-1149, subject to the terms and conditions of the Conditional Rezoning Agreement that the Mayor and City Clerk are hereby authorized to sign on behalf of the City.

NOTIFICATION LIST

The Kroger Company
40393 Grand River Ave.
Novi MI 48375

Mike McPherson
Atwell, LLC
Two Towne Square, Suite 700
Southfield MI 48076

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement ("Agreement") is made on _____, 2017 between SLM Windmill LP, a Delaware limited partnership, whose address is 2297 18 Mile Road, Sterling Heights, Michigan 48314 ("SLM Windmill"), and the City of Sterling Heights, a Michigan municipal corporation, whose address is P.O. Box 8009, 40555 Utica Road, Sterling Heights, Michigan 48311-8009 ("City").

RECITALS

A. SLM Windmill owns certain property located at 2051-2351 18 Mile Road in the City of Sterling Heights, Macomb County, Michigan, which is described on attached Exhibit A ("Property").

B. The Property is currently zoned C-2 (Planned Comparison Business District) under the Sterling Heights Zoning Ordinance ("Zoning Ordinance").

C. SLM Windmill has requested that City rezone the Property from C-2 (Planned Comparison Business District) to C-3 (General Business District) to have the proper zoning to develop the Property with retail shopping center which includes a gasoline self-service station pursuant to MCL 125.3405, conditioned upon City accepting certain rezoning conditions voluntarily offered by SLM Windmill.

D. SLM Windmill is willing to restrict the use and development of the Property to (i) a retail shopping center with restrictions on permitted uses and (ii) a gasoline self-service station Proposed Retail Development, which uses together shall collectively be referred to in this Agreement as the "Proposed Retail Development" or "Proposed Development", unless this Agreement is amended to allow different uses which are mutually agreeable between SLM Windmill and City based upon changed circumstances.

E. SLM Windmill's proposed use of the Property as a Proposed Retail Development as set forth in this Agreement contains uses which are allowed under the C-3 (General Business District) zoning.

F. SLM Windmill has voluntarily proposed to develop the Property as the Proposed Retail Development in accordance with certain conditions set forth in this Agreement,

("Rezoning Conditions"), which include developing the Property in accordance with proposed site plans, architectural elevations, landscape plans and signage plans as prepared by Atwell, Project No. 14000895, dated 10-5-2016, and filed with the City's Office of Planning, receipt stamp date of 10-6-2016, which are attached as Exhibit B, (collectively referred to as "Development Plans"), a large version of which is on file with the City Office of Planning.

G. The Proposed Development is comprised of uses which are permitted in a C-3 (General Business District) zoning classification under the Zoning Ordinance, but which are not permitted under the current C-2 (Planned Comparison Business District) zoning classification of the Property.

H. In order to permit the development of the Property with the Proposed Development, SLM Windmill has requested that City rezone the Property from C-2 (Planned Comparison Business District) to C-3 (General Business District), conditioned upon City accepting the Rezoning Conditions proposed by SLM Windmill.

I. City is willing to accept the Rezoning Conditions proposed by SLM Windmill to develop the Property with the Proposed Development.

J. After proper notice, the Planning Commission of the City ("Planning Commission") held a public hearing on the proposed rezoning of the Property, as required by the Michigan Zoning Enabling Act, MCL 125.3101 et. seq. ("Zoning Enabling Act") and submitted its recommendation to the Sterling Heights City Council ("City Council").

K. SLM Windmill and City wish to set forth their understandings with respect to the Rezoning Conditions to facilitate development of the Property with the Proposed Development.

NOW THEREFORE, SLM Windmill and City agree as follows:

1. *Conditional Rezoning*. City agrees to rezone the Property from C-2 (Planned Comparison Business District) to C-3 (General Business District) to permit development of the Property with a Proposed Retail Development in accordance with the Rezoning Conditions and the terms of this Agreement.

2. *Rezoning Conditions*. SLM Windmill agrees to develop the Property with the Proposed Development in accordance with the following conditions which SLM Windmill proposed as a condition of the rezoning:

a. SLM Windmill agrees to develop the Property with the Proposed Development in accordance with the attached Development Plans, including site plans, architectural elevations, landscape plans and signage plans, and any approved amendments or revisions approved by the City Planner or City Council in accordance with paragraphs 3a and 3b of this Agreement.

b. The site shall be rebuilt in accordance with the Development Plans (including the site plans, elevations, landscape plans and sign plans) provided herein which are incorporated as a material part of the Conditional Zoning.

c. SLM Windmill agrees that the Proposed Development will not include any of the following uses on the Property or any part of it:

i. Amusement device centers

ii. Adult entertainment

iii. Massage parlors (except for nonsexual massage provider, such as that provided under the trade Massage Envy)

iv. Pawnbrokers

v. Medical Marijuana facilities

vi. Car dealerships (new and used)

vii. Dance halls

viii. Hotels and motels

ix. Self-storage facilities

d. SLM Windmill shall comply with all codes and ordinances applicable to the development of the Property including, but not limited to, the City Code, construction codes, and the Zoning Ordinance and any requirements imposed by any other governmental agency having jurisdiction over the Proposed Development, except to the extent that City Council has approved modifications or variances to any applicable City requirements as set forth in this subsection 2b:

i. A twenty one foot four inches (21'-4") front yard setback variance along the Dequindre Road frontage in order to permit off-street parking to encroach into the required thirty five (35) foot required front yard, leaving a greenbelt of approximately thirteen feet eight inches (13'-8").

ii. A side yard variance to permit parking to encroach into the required side yard along the east property line where the Property abuts the Oakmont Senior Living development to the same extent as currently exists (which varies from approximately ten (10) feet to zero (0) feet, depending on the location).

iii. A twenty two (22) foot rear yard variance to permit the truck dock retaining wall only located at the rear of the site to encroach into the required rear yard setback, leaving a fifty-three (53) feet rear yard setback in the area of the truck dock retaining wall.

iv. A seven (7) foot variance on the Dequindre Road frontage to permit a proposed monument sign to be located within five (5) feet of the front property line along Dequindre Road rather than the twelve (12) foot required by the Zoning Ordinance. A setback of seventy-five (75) feet is required where a development abuts residential development. This setback has been somewhat

dictated by the reduced parking setback which is being proposed along the Dequindre Road frontage. It should also be noted the sign will need to meet the required ten (10) foot clear vision triangle for commercial driveways.

v. A two foot four inch (2'4")variance to the maximum fifteen foot (15) height limitation on monument signs to permit a seventeen foot four inch high monument sign. While the total height of the sign exceeds the maximum permitted height , much of the sign structure will not actually be used as signage.

vi. A variance to permit one additional monument sign along 18 Mile Road. The site plan indicates that two (2) monument signs will be erected along the 18 Mile Road frontage and one (1) monument sign along the Dequindre Road frontage. The ordinance only permits one (1) monument sign to be located on each road frontage. The additional monument sign is for the gasoline self-service station which is a separate building and will likely be on a separate lot from the remainder of the center.

vii. An eight (8) foot height variance to permit some interior site parking lot light stanchions to exceed the twenty two (22) foot maximum lighting pole height limitation in the C-3 (General Business District) zoning district. These interior site parking lot lighting poles are proposed to be thirty (30) feet in height. The poles and fixtures along the exterior of the site meet the maximum height limitation of twenty-two (22) feet.

viii. A five foot eight inch (5'-8") variance to the maximum building height limitation to permit a part of the Kroger Marketplace Store over the entranceway at the east end to be five feet eight inches (35-8") in total height. The remainder of the Kroger Marketplace store and associated shopping center meet comply with the Zoning Ordinance maximum height limitations requirements of thirty (30) feet [(they are actually twenty-nine feet four inches (29'-4") in height]).

ix. Variances to the maximum number and aggregate size of wall signs to permit thirteen (13) total number of wall signs (twelve (12) on the 18 Mile Road frontage and one (1) on the Dequindre Road frontage) totaling six hundred thirty (630) square feet of signage for the Kroger Marketplace use. The signage proposed will be located on both the 18 Mile Road frontage as well as the Dequindre Road frontage.

Any change in use of the Property from a use that is permitted under Section 1 of this Agreement to a use which is not permitted under this Agreement or the Zoning Ordinance must be approved by the City Council and documented by a written amendment to this Agreement in recordable form executed by the City and the then current SLM Windmill of the Property. The Zoning Board of Appeals may not approve a use variance to allow any use of the Property which

is not authorized by this Agreement or an amendment to it unless the use is permitted under the applicable provisions of the Zoning Ordinance.

c. SLM Windmill agrees to:

i. Apply for and obtain site plan approval for the Proposed Development of the Property within twelve (12) months of the effective date of the ordinance amendment approving the rezoning or map amendment;

ii. Apply for and obtain a building permit for the Proposed Development within eighteen (18) months of such effective date; and

iii. Complete construction of the Proposed Development within thirty (30) months of such effective date.

City may agree to extend the applicable time periods upon request of SLM Windmill, which extensions shall not be unreasonably withheld by City if SLM Windmill shows good cause for the requested extension.

3. *Site Plan Review and Approval; Modifications*.

a. Final site plan approval shall be granted through administrative review of the final site plan, which may include reasonable adjustments or revisions from the Proposed Development approved by the City Planner. The City Planner may not change the Rezoning Conditions or the uses permitted under this Conditional Rezoning Agreement.

b. Prior to obtaining initial site plan approval for the Development, SLM Windmill may not deviate substantially from the Development Plans for the Development without approval from City Council. Approval of substantial deviations to the Development prior to initial construction of the Development shall not be unreasonably withheld by the City Council if the revised project conforms with respect to the uses, building footprint, screening and landscaping of the Proposed Development. Minor changes to the Development Plans which do not substantially affect the permitted uses, building footprint, screening and landscaping of the Property may be approved by the City Planner.

c. Any change to the use of the Property or to the uses, building footprint, screening and landscaping from the approved Proposed Development other than to a use permitted under the Zoning Ordinance (whether prior to or after initial site plan approval of the Development has been granted by the City) shall be subject to review and approval by City Council.

d. The Proposed Development and Development Plans as used in this Agreement shall be deemed to incorporate and reflect any revised or new site plan(s) approved under this paragraph.

4. *Effective Date*. The conditional rezoning approved by City Council shall be effective when (i) any conditions precedent set forth in this Agreement have been satisfied, or waived, and (ii) upon the date of enactment by City of an amendment to the Zoning Ordinance

and Zoning Map, conditionally rezoning the Property to C-3 (General Business District) zoning, which rezoning shall be a conditional rezoning pursuant to MCL 125.3405, and subject to the terms and conditions set forth in this Agreement. If SLM Windmill fails to meet the time limitations set forth in Paragraph 2c above (including any extensions granted by City), the approval of the site plan for the Proposed Development shall terminate. SLM Windmill may thereafter develop the Property only in accordance with a site plan that is approved by City Council, which approval shall not be unreasonably withheld, if the revised project is for the same use with the same uses, building footprint, screening and landscaping and substantially the same appearance and site layout as the Proposed Development. Changes to the use of the property or substantial changes to building footprint, screening or landscaping size, appearance or site layout shall be subject to review and approval by City Council under the discretionary standards of Section 25.02 of the Zoning Ordinance as currently in effect.

4. *Issuance of Approval or Permits*. No approvals or permits shall be granted for any use or development that does not conform with the Rezoning Conditions and other terms and conditions of this Agreement.

5. *Right to Rezone*. Nothing contained in this Agreement shall be deemed to prohibit City from rezoning all or any portion of the Property to another zoning classification, except as otherwise provided by law, except that no rezoning shall affect SLM Windmill's rights or obligations under this Agreement. Any rezoning shall be conducted in compliance with the Michigan Zoning Enabling Act (MCL 125.3101 *et seq.*)

6. *Violation of Zoning Ordinance*. After SLM Windmill constructs the Proposed Development on the Property, SLM Windmill shall continuously maintain and operate the Proposed Development in accordance with all of the Rezoning Conditions, the terms of this Agreement, and all applicable Codes and Ordinances. Failure to comply with a Rezoning Condition incorporated into this Conditional Rezoning Agreement constitutes a violation of the Zoning Ordinance, subjecting SLM Windmill to the applicable penalties and remedies provided by law, including but not limited to civil or criminal prosecution for violation of the City Code, Michigan Building Code, Zoning Ordinance, or other applicable laws; civil action for injunctive and/or nuisance abatement relief arising from such violations, and civil actions for specific performance or damages arising from breach of this Agreement. Except in the case of an emergency situation, City shall give SLM Windmill ten (10) days written notice of any alleged violation(s) and a opportunity to cure such violation(s) or remedy such condition(s) prior to taking any such enforcement action.

7. *Amendment*. The Rezoning Conditions shall not be changed or altered by the City during the time period specified in Paragraph 2c without the concurrence of SLM Windmill during the time SLM Windmill owns the Property.

8. *Right to Rezone*. Nothing contained in this Agreement shall be deemed to prohibit City from rezoning all or any portion of the Property to another zoning classification, except as otherwise provided by law. Any rezoning shall be conducted in compliance with the Zoning Enabling Act.

9. *Variances After Granting of Initial Site Plan Approval.* After initial site plan approval for the Development has been issued, the Zoning Board of Appeals may consider and

approve non-use variances for the Development provided the standards for approval of a non-use variance have been met. The Zoning Board of Appeals shall not consider or approve a use variance to permit use of the Property which is not permitted under the terms of this Agreement (including any approved amendments to it) or under the applicable provisions of the Zoning Ordinance.

10. *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Property.

11. *Recording*. Upon execution of this Agreement by the authorized members and officials of SLM Windmill and the City respectively, this Agreement shall be recorded with the Macomb County Register of Deeds.

12. *Amendment*. No amendment to this Agreement shall be binding upon the parties unless set forth in a written agreement in recordable form executed by the owner of the Property and City. Any amendment to the Agreement shall be recorded with the Macomb County Register of Deeds.

13. *Voluntary Offer*. The Rezoning Conditions incorporated into this Agreement for the conditional rezoning have been voluntarily proposed by SLM Windmill. If SLM Windmill elects not to proceed with this Conditional Rezoning prior to its approval by City, SLM Windmill's rights under the Zoning Enabling Act, the Zoning Ordinance, the City Code and Ordinances, and other applicable laws of this state shall not be affected.

14. *Reimbursement of Attorney Fees*. SLM Windmill shall reimburse City for attorney fees incurred by City in connection with approval of this conditional rezoning, including negotiation, preparation, and recording of this Agreement and any amendments, and any costs and attorney fees incurred by City in enforcing its terms if SLM Windmill does not perform all of the obligations under this Agreement.

15. *Counterparts*. This Agreement and any amendment to it may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement or any amendment to be signed by all signatories in order for this amendment or any amendment to this Agreement to be binding upon all of the parties. When counterparts have been executed by all parties, it shall have the same effect as if one original had been signed by all parties.

SLM Windmill and City have executed this Conditional Rezoning Agreement on the dates set forth below.

SLM Windmill:

SLM Windmill LP, a Delaware limited partnership

By:_____

Its: Limited Partner

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me in _____ County, Michigan on _____, _____ by _____, partner of SLM Windmill LP, a Delaware limited partnership, on behalf of the limited partnership.

_____
Notary Public
_____County, Michigan
Acting in _____ County
My Commission expires:_____

[Signatures and acknowledgment of City officials' follows on next page]

CITY OF STERLING HEIGHTS, a
Michigan municipal corporation

By: _____
Michael C. Taylor
Its: Mayor

and

By: _____
Mark Carufel
Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me in _Macomb County, Michigan, on _____, 2017 by Michael C. Taylor and Mark Carufel, Mayor and City Clerk respectively of the City of Sterling Heights, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
_____ County, Michigan
Acting in Macomb County
My Commission expires: _____

Drafted by:

Clark A. Andrews, Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, Michigan 48313

When recorded return to:

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

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Development Plans for the Proposed Development

CITY OF STERLING HEIGHTS

COUNTY OF MACOMB, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MAP OF THE ZONING ORDINANCE OF THE CITY OF STERLING HEIGHTS, MICHIGAN, SUBJECT TO SPECIFIED CONDITIONS.

THE CITY OF STERLING HEIGHTS ORDAINS:

Section 1. That the following land in the City of Sterling Heights, Macomb County, Michigan, and described as follows:

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STERLING HEIGHTS, MACOMB COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

$T2N,R12E SEC 7 COMM AT SW COR SEC 7; TH N0*07'W 60.0 FT ALG W SEC LINE; TH N89*49'45"E 260.0 FT TO PT OF BEG; TH N0*07'W 250.0 FT; TH S89*49'45"W 200.0 FT; TH N0*07'W 480.0 FT; TH N89*49'45"E 617.0 FT; TH S0*10'15"E 155.0 FT; TH S52*13'14"W 108.15 FT; TH S0*10'15"E 120.0 FT; TH N89*49'45"E 75.0 FT; TH S0*10'15"E 389.0 FT; TH S89*49'45"W 407.20 FT TO PT OF BEG 8.80 A

Tax Number: 10-10-07-300-016

PARCEL 2

$T2N,R12E SEC 7 COMM AT SW COR SEC 7; TH N0*07'W 790.0 FT ALG W SEC LINE; TH N89*49'45"E 677.0 FT TO PT OF BEG; TH N89*49'45"E 659.11 FT; TH S0*29'23"W 155.01 FT; TH S89*49'45"W 597.33 FT; TH N45*10'15"W 84.85 FT; TH N0*10'15"W 95.0 FT TO PT OF BEG. 2.31 A

Tax Number: 10-10-07-300-017

PARCEL 3

$T2N,R12E SEC 7 COMM AT SW COR SEC 7; TH N0*07'W 790.0 FT ALG W SEC LINE; TH N89*49'45"E 677.0 FT; TH S0*10'15"E 95.0 FT TO PT OF BEG; TH S45*10'15"E 84.85 FT; TH N89*49'45"E 597.33 FT; TH S0*29'23"W 575.04 FT; TH S89*49'45"W 352.39 FT; TH N0*10'15"W 180.0 FT; TH S89*49'45"W 180.0 FT; TH S0*10'15"E 180.0 FT; TH S89*49'45"W 128.80 FT; TH N0*10'15"W 389.0 FT; TH S89*49'45"W 75.0 FT; TH N0*10'15"W 120.0 FT; TH N52*13'14"E 108.15 FT; TH N0*10'15"W 60.0 FT TO PT OF BEG. 8.33 A

Tax Number: 10-10-07-300-018

Subject to any and all easements and rights of way of record or otherwise.

Parcel Identification No.:	10-10-07-300-016 10-10-07-300-017 10-10-07-300-018
Commonly known as:	2051 18 Mile Road, 2351 18 Mile Road, 2121 18 Mile Road
General Common Description:	North Side of 18 Mile Road, east side of Dequindre in Section 7, PZ16-1149

be rezoned from C-2 (Planned Comparison Business District) to C-3 (General Business District), in accordance with the terms of a Conditional Rezoning Agreement between Windmill SLM, LP and the City of Sterling Heights, a Michigan municipal corporation, dated _____, 2017, and that the Zoning Ordinance of the City of Sterling Heights and the Zoning Map be amended accordingly.

Section 2. All other provisions of the text and map of the Sterling Heights Zoning Ordinance shall remain in full force and effect.

Section 3. This amendment shall become effective in accordance with the terms and conditions set forth in the above-referenced Conditional Rezoning Agreement.

This Ordinance was introduced a regular meeting of the City Council of the City of Sterling Heights on the 20th, day of December, 2016, and was duly adopted at a meeting of the City Council of the City of Sterling Heights on the 17th, day of January, 2017.

_____
MARK CARUFEL
CITY CLERK

INTRODUCED: _____
ADOPTED: _____
PUBLISHED: _____
EFFECTIVE: As provided in Conditional Rezoning Agreement

CITY OF STERLING HEIGHTS

MACOMB COUNTY, MICHIGAN

Ordinance No. _____

NOTICE OF ADOPTION OF ORDINANCE

The City of Sterling Heights has adopted an ordinance which amends the zoning map for Ordinance No. 278-_____ to change the zoning under the Zoning Ordinance of the following described parcels of property:

Section 1. That the following land located in the City of Sterling Heights, Macomb County, Michigan, and described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STERLING HEIGHTS, MACOMB COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

Parcel 1

$T2N,R12E SEC 7 COMM AT SW COR SEC 7; TH N0*07'W 60.0 FT ALG W SEC LINE; TH N89*49'45"E 260.0 FT TO PT OF BEG; TH N0*07'W 250.0 FT; TH S89*49'45"W 200.0 FT; TH N0*07'W 480.0 FT; TH N89*49'45"E 617.0 FT; TH S0*10'15"E 155.0 FT; TH S52*13'14"W 108.15 FT; TH S0*10'15"E 120.0 FT; TH N89*49'45"E 75.0 FT; TH S0*10'15"E 389.0 FT; TH S89*49'45"W 407.20 FT TO PT OF BEG 8.80 A

Tax Number: 10-10-07-300-016

Parcel 2

$T2N,R12E SEC 7 COMM AT SW COR SEC 7; TH N0*07'W 790.0 FT ALG W SEC LINE; TH N89*49'45"E 677.0 FT TO PT OF BEG; TH N89*49'45"E 659.11 FT; TH S0*29'23"W 155.01 FT; TH S89*49'45"W 597.33 FT; TH N45*10'15"W 84.85 FT; TH N0*10'15"W 95.0 FT TO PT OF BEG. 2.31 A

Tax Number: 10-10-07-300-017

Parcel 3

$T2N,R12E SEC 7 COMM AT SW COR SEC 7; TH N0*07'W 790.0 FT ALG W SEC LINE; TH N89*49'45"E 677.0 FT; TH S0*10'15"E 95.0 FT TO PT OF BEG; TH S45*10'15"E 84.85 FT; TH N89*49'45"E 597.33 FT; TH S0*29'23"W 575.04 FT; TH S89*49'45"W 352.39 FT; TH N0*10'15"W 180.0 FT; TH S89*49'45"W 180.0 FT; TH S0*10'15"E 180.0 FT; TH S89*49'45"W 128.80 FT; TH N0*10'15"W 389.0 FT; TH S89*49'45"W 75.0 FT; TH N0*10'15"W 120.0 FT; TH N52*13'14"E 108.15 FT; TH N0*10'15"W 60.0 FT TO PT OF BEG. 8.33 A

Tax Number: 10-10-07-300-018

Subject to any and all easements and rights of way of record or otherwise.

Parcel Identification No.:	10-10-07-300-016 10-10-07-300-017 10-10-07-300-018
Commonly known as:	2051 18 Mile Road, 2351 18 Mile Road, 2121 18 Mile Road
General Common Description:	North Side of 18 Mile Road, east side of Dequindre in Section 7, PZ16-1149

be rezoned from C-2 (Planned Comparison Business District) to C-3 (General Business District), in accordance with the terms of a Conditional Rezoning Agreement between SLM Windmill LP, and the City of Sterling Heights, a Michigan municipal corporation, dated _____, 2017, and that the Zoning Ordinance of the City of Sterling Heights and the Zoning Map be amended accordingly.

This amendment shall be effective in accordance with the terms set forth in the Conditional Rezoning Agreement.

A copy of the ordinance amending the Zoning Map and the Conditional Rezoning Agreement can be inspected or obtained from the City Clerk's office in City Hall, 40555 Utica Road, Sterling Heights, Michigan 48313, during normal business hours.

Conditional/Contract
Zoning Application

Z- P2/6-1149
Date _____

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

1. SLM Windmill LP — 2297 18 Mile Rd
   (Name) — (Address)

   Sterling Heights, MI 48314 — (586) 731-2744
   (City, State, Zip Code) — (Phone)

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

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

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

   C-2 to C-3.

3. Property Address: 2051 18 Mile Road, Sterling Heights, MI 48314

   Property is located on the North side of 18 Mile Road

   between Dequindre Rd. and Ryan Rd.

   Roads in Section 7.

   Sidwell/Parcel ID No. 10-10-07-300-016, 10-10-07-300-017, 10-10-07-300-018

   Acreage: 19.42 Acres

   Please attach Legal Description:

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

   See attached letter.

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

   See attached letter.

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

7. Legal Owner:

SLM Windmill LP	2297 18 Mile Rd
(Name)	(Address)
Sterling Heights, MI 48314	(586) 731-2744
(City, State, Zip Code)	(Telephone)

8. Applicant:

The Kroger Company of Michigan	40393 Grand River Ave.
(Name)	(Address)
Novi, MI 48375	(248) 957-2275
(City, State, Zip Code)	(Telephone)

9. Designated Agent for Applicant:

Atwell, LLC	Two Towne Square, Suite 700
(Name)	(Address)
Southfield, MI 48076	(248) 447-2000
(City, State, Zip Code)	(Telephone)

[See Attached Exhibit A']	
Signature of Legal Owner	Printed Name
	Daniel Carter
Signature of Applicant	Printed Name
	Michael McPherson
Signature of Agent	Printed Name

EXHIBIT A

LEGAL OWNER:

SLM WINDMILL LP
By: SLM Windmill GP LLC., its general partner

By: _____
Paul F. Wells, Manager

PZ16-1149

ATWELL

RECEIVED
OCT 06 2016
STERLING HEIGHTS
BUILDING SERVICES

October 5, 2016

Chris McLeod
City Planner
40555 Utica Road
Sterling Heights, MI 48311

RE: PPP16-0011 Kroger/Slate Shopping Center
18 Mile Road and Dequindre Road
Conditional Re-Zoning Request

Dear Mr. McLeod,

Please accept this letter on behalf of SLM Windmill LP. SLM Windmill LP owns the 19.43 acre site located at the northeast corner of 18 Mile Road and Dequindre Road commonly known as the Windmill Plaza. The property consists of tax parcels 10-10-07-300-016, 10-10-07-300-017, and 10-10-07-300-018. As part of redeveloping the property, SLM Windmill LP is seeking rezoning from the current zoning classification of C-2 (Planned Comparison District) to C-3 (General Business District). The rezoning is necessary to allow the use of the site for a fuel station (SLU in C-3) as a part of the redevelopment. Said rezoning would be conditional and a conditional rezoning agreement would be entered into by SLM Windmill LP.

Plan Overview

The redevelopment plan for this site proposes to demolish the former (vacant) Kmart store and several adjacent retail tenant spaces and replace with a new 129,000 square foot Kroger Marketplace store. The Kroger Marketplace is the new premier store concept that contains many amenities including a full-service grocer, drive-thru pharmacy, eClickList (online ordering & pick-up), and grab & go deli with outdoor seating.

Also, a new Kroger fuel station is proposed and is an integral part of the Kroger use of the site. The fuel station kiosk and canopy columns will be brick and match the Kroger façade color scheme.

The facades of the remaining existing retail tenant spaces will be upgraded to include masonry stone columns, wood slat accents, cornice accents, and new paint. The façade upgrades are

designed to dramatically enhance the overall aesthetic of the existing building while ensuring consistency with the new Kroger building.

Additionally, a new retail addition is proposed at the east end of the center. This addition would be located in former (vacant) outdoor garden center area. This new building and adjacent associated parking will be constructed in a future phase (phase 2) when demand for additional retail space is needed.

There are also many site upgrades proposed including:

- Landscaping. A significant amount of new landscaping is proposed throughout the site.
    - Both road frontages are proposed to be heavily planted with new trees and shrubs.
    - Landscaped curb islands are proposed to be added throughout the parking lot. Note that none currently exist.
    - Planters are proposed periodically along the building frontages to help break up the building facades and enhance the pedestrian experience.
    - Heavy landscaping is clustered north of the truck dock adjacent to the multifamily residential. This new landscaping, in addition to the existing screen wall along the property line and masonry screen wall for the truck dock will greatly improve buffering from the residential area.
- Pedestrian Access. New sidewalks are proposed from both road frontages to the store fronts to enhance pedestrian access to the development.
- Pavements. New asphalt and concrete pavements are proposed throughout the site.
- Lighting. The site lighting will be updated to LED. In addition, decorative fixtures are proposed at the site driveways.

<u>Offer of Conditions</u>

As part of the conditional rezoning, SLM Windmill LP offers the following conditions:

- The redevelopment will be completed in general accordance with the enclosed site plans. Note that we have worked with the City Planner to prepare these plans and we have revised them to incorporate/address many comments/concerns raised from the City reviews.
- The following uses will be prohibited:
    - Amusement Device Center
    - Adult Entertainment
    - Massage parlor, except for non-sexual massage provider such as that provided under the trade name "Massage Envy"
    - Pawnbrokers

- Medical Marijuana Facility

Variances

As part of rezoning the property, variances of certain C-3 zoning requirements are necessary for the site to work for the intended use. In summary, the variances to requirements pertain to dimensional items such as setbacks, height limits, and signage. A more detailed description is provided below and each item is also identified on the enclosed plans.

1. Parking encroaches on 35' parking setback
    a. Parking encroachment occurs on the west side of the site. Additional plantings have been proposed to offset the greenbelt reduction.
2. Fuel station canopy encroaches on 75' side building setback
    a. Note that the canopy height is limited to 19'.
3. Parking encroaches on buffer requirement
    a. This occurs along the east side of the site and is an existing condition. There is an existing fence and landscaping on the adjacent parcel to help with screening.
4. Truck dock retaining wall encroaches on building setback
    a. This occurs only for the east truck dock. In addition to the existing screen wall on the property line, heavy landscaping and a masonry screen wall on the truck dock are proposed to provide a significant buffer.
5. Proposed monument sign encroaches on 12' signage setback
    a. This occurs at the proposed sign along Dequindre Road. The setback is proposed to be reduced in conjunction with the parking setback reduction. The sign setback reduction is necessary for proper visibility.
6. Proposed light pole heights exceed limit
    a. The proposed light poles for the main lot area are proposed to be 30' in height. The poles around the perimeter of the site and decorative fixture poles will be 20' in height or less (as required). The 30' height for the main lot poles is consistent with existing site conditions and provides much better photometrics then use of shorter poles. All lights will be LED.
7. Proposed additional monument sign
    a. An additional monument sign is proposed along 18 Mile Road for the fuel station.
8. Proposed monument sign exceeds 15' height limit
    a. The proposed shopping center monument sign along 18 Mile Road is 17'-4" in height. This is needed in order to provide appropriate number of tenant panel spaces and include decorative landscape around the sign base.
9. Building exceeds maximum height limit

a. The hightest point on the Kroger store is proposed to be 35'-8". This is only over the east entrance. The west entrance will be 32'-8". The main building height is 29'-4". This is the new Kroger building prototype (first one that will be built in the metro area).

10. Number and size of building wall signs exceeds maximum
    a. Both the Kroger store and fuel exceed the number and size of wall signs permitted. The requested signage and sizes is detailed within the enclosed plans.

Special Approval Land Uses

As part of rezoning the property, special approval land use of certain C-3 zoning requirements are necessary for the site to work for the intended use, including:

- Gasoline self service station – for proposed Kroger Fuel station.

Further it is presumed that the proposed drive-thru pharmacy and outdoor sales as noted on the plans are considered accessory uses and therefore do not require a special approval use.

Your time and consideration of this request is greatly appreciated. Should you have any questions or need additional information, please contact us at (248) 447-2000.

Sincerely,

Michael McPherson, P.E.
Atwell, LLC

2. **To access maps and site plans for this item, click here.**

PLANNING COMMISSION
Staff Report

APPLICANT: PZ16-1149 – SLM WINDMILL LP

2051, 2121, 2351 18 Mile Road NOVEMBER 3rd, 2016

SUMMARY:

Requested Action: Conditional Rezoning from C-2 Planned Comparison Business to C-3 General Business District.

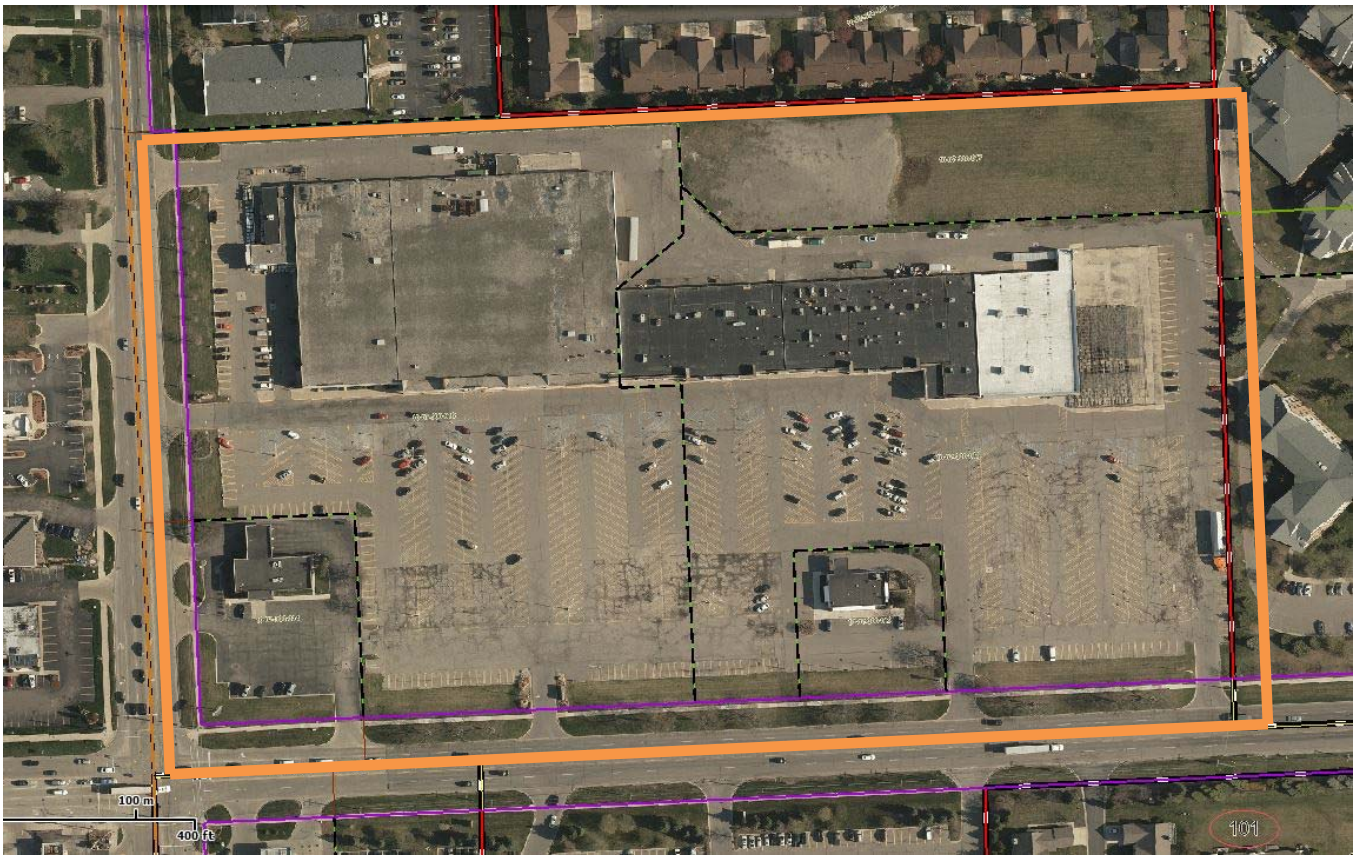
Proposal: The applicant proposes to conditionally rezone the existing shopping center (formerly anchored by a K-Mart store) from C-2 Planned Comparison Business to C-3 General Business District in order to redevelop the existing shopping center with a Kroger Superstore, Kroger gasoline self-service station, and renovate the remaining portion of the existing shopping center.

Location: North side of 18 Mile Road, east side of Dequindre Road in Section 10.

Existing Zoning: C-2 Planned Comparison Business District

Existing Land Use: Existing Shopping Center

Master Land Use Plan Designation: Regional Commercial



Introduction

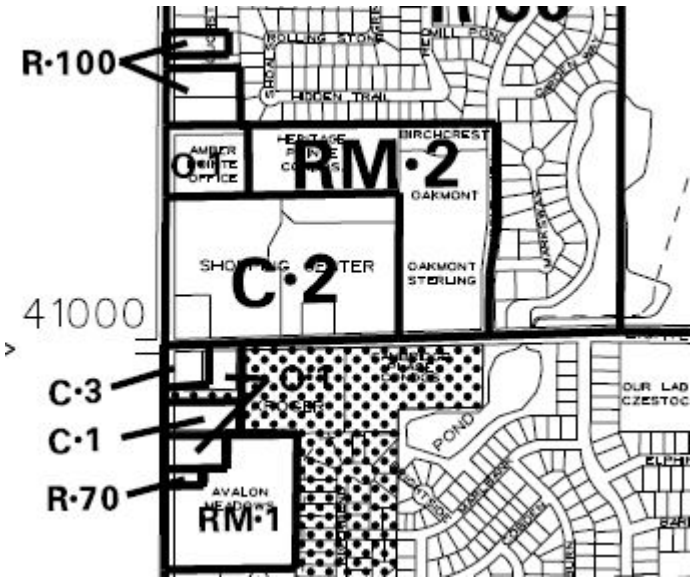
The subject property contains three (3) contiguous properties situated at the northeast corner of 18 Mile Road and Dequindre Road in Section 10 of the City. The property frontage along 18 Mile Road is almost 890 feet, however, the frontage is not contiguous due to the location of the Charter One Bank branch fronting on 18 Mile Road. The property has a depth measured from 18 Mile Road to the north of approximately seven hundred and thirty (730) feet. The total property acreage is approximately 19.42 acres. The property is currently zoned C-2 Planned Comparison Business District.

The property as noted has frontage on 18 Mile Road which is a five (5) lane major roadway. The site has three (3) existing curb cuts along the 18 Mile Road frontage. In addition, the site also has frontage on Dequindre Road, which is also a five (5) lane road under the jurisdiction of the Oakland County Road Commission. The site currently has a total of two (2) curb cuts along the Dequindre Road frontage.

The property to the north along the Dequindre Road frontage is zoned O-1 Business and Professional Office to a depth of approximately four hundred (400) feet. The remaining property along the north property line is zoned RM-2 Multiple Family Low Rise and is developed with the Heritage Pointe Condominiums. The property to the east is also zoned RM-2 Multiple Family Low Rise and is developed with the Oakmont Manor Senior Communities comprised of senior apartments and an assisted living housing facility (formerly Birchcrest Manor apartment complex and American House-Birchrest).

To the south, on the south side of 18 Mile Road is zoned a mixture of C-3 General Business District, O-1 Business and Professional Office District uses, as well as several uses developed under a Consent Judgment. The existing Kroger facility on the south side of 18 Mile Road was developed as a part of that Consent Judgment. The southeast corner of 18 Mile Road and Dequindre Road is a vacant gas station that is not currently in operation. The property at the immediate northeast corner of 18 Mile Road and Dequindre Road is zoned C-2 Planned Comparison Business District and is developed with a Comerica Bank branch.

To the west, across Dequindre Road in the City of Troy is a mixture of uses including a fast food use, an office plaza and a family restaurant.



The applicants are proposing the conditional rezoning of the property to C-3 General Business to permit redevelopment of the existing 165,000 square foot shopping center with a new Kroger Marketplace Store and Kroger gasoline self-service station. The proposed redevelopment will include both the construction of a new 129,000 square foot Kroger Marketplace Store as well as the renovation of the remaining tenant spaces to the east of the proposed Kroger space. The application also provides for an addition of approximately 15,700 square feet.

The Kroger Marketplace will include, as noted above, 129,000 square feet of retail space for the new Kroger Marketplace prototype store. It will include a full service grocery, drive-through pharmacy, eClicklist (online ordering and pickup), and deli with outdoor seating. The Kroger Marketplace facility will also include the development of a new nine (9) pump gasoline self-service station along the 18 Mile Road frontage.

The proposed Kroger Marketplace façade will include fiber cement paneling, split face concrete masonry block (CMU) as an accent band, and the main building material will be large brick units that have the appearance of typical brick but are just larger in size. The front façade will also be decorated with metal canopies.

The proposed Kroger self-serve gas station building will be cement paneling to match the primary façade of the new Kroger Marketplace store. The columns of the gas canopy will be brick and split face block to match the remainder of the building materials for the main Kroger Marketplace building façade.

The remaining portion of the existing shopping center will receive a "facelift" that will include the use of masonry stone finish on the columns and portions of the façade, the use of a wood slat system across entire portions of the tenant spaces and along a predominance of the bottom portion of the entire 18 Mile Road façade. The proposed renovation will also include the use of a substantial number of planters provided at the base of the main columns delineating the tenant spaces. Additional variation should be provided on the proposed eastern façade of the building, which may include columns, architectural projections, and a variation of building materials, etc. to make the building more attractive to the east.

The site plan proposes an extensive modification of the existing landscaping that is provided onsite. The site plan proposes additional tree and shrub plantings along both road frontages in the required greenbelts, additional landscaped parking lot islands, landscaping proximate to the building/foundation, as well as, additional plantings along the northern property line in an effort to provide additional screening. Screening along the north property line is limited due to the presence of significant utility easements which traverse the property line in the area.

Lighting for the site will also be upgraded. The site plan provides for all new lighting to be provided for the site. The lighting fixtures are proposed to be a mixture of more standardized fixtures within the central portion of the site to provide the bulk of the parking lot lighting and more decorative fixtures around the perimeter of the site. It is noted that the applicants have requested a variance for the height of the central light fixtures from twenty two (22) feet to thirty (30) feet.

Proposed Conditions

As a part of the overall conditional rezoning application, the applicant has provided the following conditions:

- The redevelopment will be completed in general accordance with the enclosed site plans.
- The following uses will be prohibited:
    - Amusement Device Center
    - Adult Entertainment
    - Massage parlor, except for non-sexual massage provided such as that provided under the trade name "Massage Envy"
    - Pawnbrokers
    - Medical Marijuana Facility

The applicant will also be subject to the following other conditions as required under the City's Zoning Ordinance for conditional rezonings unless otherwise modified:

- Apply for and obtain site plan approval for the Proposed Development of the Property within twelve (12) months of the effective date of the ordinance amendment approving the rezoning or map amendment.
- Apply for and obtain a building permit for the Proposed Development within eighteen (18) months of such effective date; and
- Complete construction of the Proposed Development within thirty (30) months of such effective date.

<u>Variances</u>

- Parking within the required front yard setback. The site plan proposes the encroachment of parking into the required front yard greenbelt along Dequindre Road. The required front greenbelt is thirty five (35) feet and the proposed encroachment is twenty one feet four inches (21'-4") which would leave a greenbelt of approximately thirteen feet eight inches (13'-8"). The applicant has provided a series of street trees and shrubs, consisting of Viburum and Forsythia within the remaining greenbelt along Dequindre Road.

- Fuel Station Canopy encroaches into the seventy five (75) foot building setback. Canopies for gasoline service stations are required to meet building setbacks for principal buildings. The required setback to the east is seventy-five (75) feet. As proposed, the setback will be approximately sixty (60) feet.

- Parking encroaches into the buffer requirement along the east property line. The parking setback along the east property line is an existing condition and is separated from the use to the east (Oakmont) by a fence and a minimal (varying width) greenbelt. The parking does not extend any closer to the property line than the current condition.

- Truck dock retaining wall encroaches into the required building setback. The site plan proposes the use of a screening wall that is integral to the building to help further screen the truck loading and unloading from the uses to the north. A setback of seventy-five (75) feet is required due to the residential development to the north and a setback of approximately fifty-three (53) feet is proposed.

- Proposed monument sign encroaches into the required sign setback of twelve (12) feet from the front property line. A sign setback of five (5) feet is proposed along the Dequindre Road frontage. This setback is being somewhat dictated by the reduced parking setback also being proposed along the Dequindre Road frontage. It should also be noted the sign will need to meet the required ten (10) foot clear vision triangle for commercial driveways.

- Some of the proposed light stanchions exceed the maximum lighting pole height limitation within the C-3 General Business Zoning District. The proposed lighting poles are proposed to be thirty (30) feet in height. The light poles that exceed the Zoning Ordinance requirements are interior to the site and illuminate the main portion of the parking area. Those poles and fixtures along the exterior of the site meet the maximum height permitted of twenty-two (22) feet.

- Proposed monument sign exceeds fifteen (15) feet in height. The total height for the monument sign is proposed to be seventeen feet four inches (17'-4"). While the total height of the sign exceeds the total height permitted, the overall size and area of the sign structure will not be utilized as signage. There are significant areas of brick that will remain breaking up the overall area of the sign.

- Proposed additional monument signs. The site plan indicated that a total of two (2) monument signs along the 18 Mile Road frontage and one (1) monument sign along the Dequindre Road frontage. The ordinance only permits one (1) monument sign to be located on each road frontage. The additional monument sign is

for the gasoline self-service station which is a separate building and will likely be on a separate lot from the remainder of the center.

- Maximum height of the building within a C-3 General Business District. As proposed, the Kroger Marketplace store is approximately thirty-five feet eight inches (35-8") in total height. This excess building height is only at the eastern entrance to the front of the Kroger Marketplace store. The remainder of the Kroger Marketplace store and associated shopping center meet Zoning Ordinance requirements of thirty (30) feet (they are twenty-nine feet four inches (29'-4") in height). The eastern entrance is central to the site and the excess height is minimal and is not located at the rear of the building, adjacent to the residential property.

- The number and size of wall signs exceed the maximum permitted by Ordinance. The Zoning Ordinance would permit up to two hundred (200) square feet of wall sign to be divided as necessary by the applicant. The applicant is proposing a total of six hundred and thirty (630) square feet of signage for the Kroger Marketplace use. The signage proposed will be located on both the 18 Mile Road frontage as well as the Dequindre Road frontage.

Findings

As noted previously, the applicant is requesting a conditional rezoning approval from the current C-2 Planned Comparison Business District zoning to the C-3 General Business District zoning. In reviewing a rezoning, it is important to review the types of uses that would be permitted if the rezoning is ultimately granted. The major differences in permissible uses between the current C-2 Planned Comparison Business District and the proposed C-3 General Business District include the following:

- Automobile sales (both used and new vehicles)
- Hotels and motels
- Fast food restaurants with drive-throughs (Permitted/SALU)
- Automobile service center (light repair) (SALU)
- Indoor Recreation Uses (SALU)
- Self-Storage(SALU)
- Automobile Wash (SALU)
- Dance Halls (SALU)

With proximity of the residential on both the north and east sides of the property, the potential proposed uses of the property are of concern. The use of the conditional rezoning process does allow for additional uses to be excluded or otherwise prohibited as a condition, much like those already noted above. However, the prohibition of those uses must come from the applicant.

The majority of the site will continue to operate as a retail shopping center in the same manner as is permissible at this time under the C-2 Planned Comparison Business District; the main difference being the development of a gasoline self-service station along the 18 Mile Road frontage. The gasoline self-service station will be shielded from the residential development to the north by the existing building as well as the proposed building addition. This is not the case, however, with the Oakmont senior community development to the east. This development is in close proximity to the eastern property line of the shopping center and associated gasoline self-service station. The proximity of the gasoline station to this residential use raises concern for potential impacts arising in terms of noise, light, etc. There is no landscaping proposed between the gasoline station and the abutting development to the east. Additional landscaping within the island, adjacent to the gasoline station, at a minimum could potentially provide some softening of the gasoline station use to the east. Finally, it would appear that the photometric plan will need to be revised to reduce the intensity of lighting, especially in this area which abuts the residential development to the east.

The northern portion of the shopping center, as proposed, will have some additional landscaping as well as walls associated with the truck wells to help minimize the impacts of the loading and unloading area for the Kroger Marketplace use. However, as noted above, the planting of additional vegetation in this area is limited due to extensive utility easements which traverse the property line along the northern edge.

The redevelopment of the overall center and associated uses in accordance with the plans provided, do not appear to conflict with the overall Master Land Use Plan, existing zoning patterns, existing land use patterns, etc. for this area of the City. Again, it may be desirable to review some of the more intense uses noted above as they may ultimately be requested to occupy the site. This may be an area where additional conditions offered by the applicant may help ease concern. But those conditions must be offered by the applicant.

SUGGESTED ACTION:

That the Planning Commission forward a recommendation to City Council to **APPROVE** case number PZ16-1149, SLM Windmill LP, request to conditionally rezone property from C-2 Planned Comparison Business District to C-3 General Business for the following reasons:

1. Conditional rezoning of this parcel based upon the proposed conditions contained within the development plans will ensure that the development will be constructed in accordance with a specific mutually agreeable conditional rezoning agreement between the petitioner and City prepared by the City Attorney, which incorporates the conditions offered by petitioner, to the benefit of surrounding property owners and the City;
2. Conditional rezoning of this parcel based upon the proposed development plans will result in a development compatible with the surrounding zoning and land uses.
3. That the conditions offered by the applicant that limit the types of uses that would be permissible onsite ***(exclude any additional uses as offered by the applicant)*** ensure that the development will be compatible with the City's Master Land Use Plan and surrounding land uses.
4. That the variances as outlined in the Office of Planning report are granted as a part of this motion ***(exclude any variances that are not acceptable to the Planning Commission)*** and are found to be acceptable based on the overall character and nature of the development as proposed.

Further this motion is based on the following:
1. That an acceptable conditional rezoning agreement be recorded delineating the terms and conditions of the proposed rezoning.
2. That site plan approval be sought and obtained through the Office of Planning and all remaining site plan comments being addressed.

Delivered JAN 12, 2017

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 3 A-G
Meeting: 01/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Consent Agenda

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, 446-2421

Administration (initial as applicable)

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

Attachments

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

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

Suggested Action:

MOVED BY: **SECONDED BY:**

3. A. Approval of Minutes
Regular Meeting of January 3, 2017

B. Approval of Bills

C. To purchase a LIFEPAK 15 V4 cardiac monitor/defibrillator and ancillary equipment (Total expenditure of $35,280.84).

D. To purchase equipment and professional services to upgrade the City-wide IT network (Total expenditure of $217,898.36).

E. To set a public hearing to consider the application by Setzer Properties WRN, LLC for a Planned Unit Development on 51.6 acres situated on the east side of Mound Road, north of 14 Mile Road, PPCM-1166.

F. To adopt a resolution establishing City Council Budget Workshop Schedule.

G. To approve final payment in the amount of $20,022.17 plus interest on retainage for the 2015 Local Road Concrete Reconstruction Program, City Project #15-266.

Delivered January 12, 2017
Agenda Item 3-A
Meeting: 01/17/17

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, JANUARY 3, 2017

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, 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; Carol Sobosky, Recording Secretary.

APPROVAL OF AGENDA,

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

Yes: All. The motion carried.

REPORT FROM CITY MANAGER

Mr. Vanderpool reported that the City offices will be closed for business on Monday, January 16th in honor of Martin Luther King Jr. Day; however, there is no change in refuse collection that week.

Mr. Vanderpool stated that the Christmas Tree Recycling Program is continuing so anyone interested in having their real tree recycled can put it out at their curb prior to January 31st.

Mr. Vanderpool reported that from February 20th through February 24th, the Science, Technology, Engineering, Art and Mathematics (STEAM) Camps will be held at the Rose Kidd Velocity Jr. Center. The City Council has partnered with Utica Community Schools to create Velocity Jr. The idea behind these camps is to get kids interested in these subjects so that they will want to stay in Michigan where the jobs are plentiful in these areas. He encouraged parents who are thinking ahead for the upcoming winter break to consider these workshops. They can call (586) 797-5301 to get more information, or go onto the Utica Community Schools website for registration and sign-ups.

Mr. Vanderpool stated that there are two new SMART busses parked outside this evening, and he introduced Mr. Kyle Langlois, Parks & Recreation Director, to highlight the City's SMART Transportation Program.

Mr. Kyle Langlois provided a brief overview of the SMART Program. He informed that the Parks & Recreation Department is responsible for providing transportation services to Sterling Heights residents for several reasons, including transporting senior citizens and persons with disabilities, and supporting many city-coordinated functions such as the Memorial Day Parade and SterlingFest. This has been done with an aging fleet of vehicles, including two busses acquired in 2005, now having over 242,000 miles collectively. These vehicles have been

decommissioned from their fleet, thanks to the City's continued partnership with the Suburban Mobility Authority for Regional Transportation (SMART). In December, the Parks & Recreation Department took in two new 13-passenger vehicles at no cost to the City. They are also eagerly awaiting the arrival of a new 28-passenger bus from SMART within the next couple of months. Mr. Langlois informed that these vehicles will be providing new services, one of which is transportation twice weekly to the Warren Community Center for their Senior Center residents. He concluded by stating that the City's valuable partnership with SMART will provide them with the capacity to innovate how they handle transportation moving forward. More information will be provided in a presentation during the upcoming budget hearings. He urged those interested to stay tuned to social media, printed publications and the City's website for more information as these new developments and services are revealed in the months ahead. He stated the busses will remain outside for a short time this evening for anyone interested in getting a closer look at them.

PRESENTATION

Mayor Taylor informed that there were twenty-one residents who applied for the appointment to the vacant elective office of City Council member.

The applicants were called up in alphabetical order to give three-minute presentations on their qualifications for office, reasons for their interest in the office, and their visions for Sterling Heights. The applicants who made presentations were as follows: Steven Bilan, Anita Blanco, Dennis Burin, Eric

Castiglia, Jazmine Early, Christopher Goeddeke, Julie Hein, Gary Lusk, Benjamin McMartin, Marko Mitkoski, Jeffrey Norgrove, Michael Radtke Jr., Parmpreet (Pam) Sarau, Jeanne Schabath, Enver Shapllo, Elizabeth Sierawski and Marco Valente Jr.

Upon completion of the presentations, Mayor Taylor thanked all who applied and took the time to make a presentation. He stated the Council will have a difficult decision to make, and although only one will be selected, he stated the city is always in need of volunteers, and encouraged the applicants to consider that option.

Mayor Taylor called for a brief recess at 8:27 p.m., and the meeting reconvened at 8:35 p.m.

1. ORDINANCE INTRODUCTION

Mr. Chris McLeod, City Planner, presented an introduction of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the south side of M-59 (Hall Road), east of Delco Road from C-2 (Planned Comparison Business District) to C-3 (General Business District) for the development of a 10,480-square-foot retail auto sales and service facility, along with a 271-vehicle sales lot that would be located between the sales facility and Hall Road. The proposed conditional rezoning also contemplates a second phase of development that will add a 40,000-square-foot building dedicated to inventory acquisition and liquidation, and that building would be located toward the rear of the site. He reviewed the developments and zoning of the surrounding properties, noting there

will be space between this development and the residential development to the south. Artist renderings of the proposed development were shown, and he stated that the plan also includes decorative lighting along the front of the site, extensive landscaping throughout all portions of the site, and all brick buildings at the front of the site as well. He reviewed the typical hours of operation for a CarMax facility, stating they are open Monday through Saturday from 9 a.m. to 9 p.m. for sales, and 7:30 a.m. to 6 p.m. for service. He stated as CarMax grows in the region, the second building would be constructed and utilized for additional reconditioning for not only this site but other sites throughout the region.

Mr. McLeod outlined the specific conditions which the petitioner has voluntarily offered as part of this Conditional Rezoning. One of those conditions indicates that, although they are not providing all the required trees along the landscaped frontage, they are providing trees elsewhere on the site at a ratio of 2:1, and all trees for both phases will be planted as part of Phase I. If the site ceases in operation at any time, the site would revert to its original zoning. He outlined the time limitations for obtaining site plan approval and building permits, as well as completing construction of the project. He stated Phase II is market-driven so at this point the time frame for that phase is unknown.

Mr. McLeod outlined the variances that are requested as part of the Conditional Rezoning request, and include reduction in parking space size and configuration, maneuvering lane width, tree plantings within frontage greenbelt, tree caliper size and lighting fixture height. The elevations propose an all-brick front retail sales

and service building and separate car wash building, with additional architectural amenities being provided for these buildings, along with the proposed Phase II service and quality control building.

Mr. Phil Ruggeri, representing the applicant, provided a brief overview of CarMax, reporting that they currently have 168 national locations, including one in Grand Rapids. He thanked Mr. McLeod and Mr. Vanderpool for working with them on this proposal to maintain the integrity of the ordinance but at the same time, to maintain the integrity of prototype that has been successful for CarMax, and he stated it is an ideal fit for this narrow strip of property.

Mr. Austin Allen, applicant representing CarMax, provided a PowerPoint presentation on CarMax, showing corporate statistics as well as their plan for this site. He explained Phase I and Phase II, and outlined the proposed hours of operation on Mondays through Saturdays from 7:30 a.m. to 6 p.m. for service, and 9 a.m. to 9 p.m. for sales. He stated the reconditioning of the cars could be a 24-hour operation, depending upon the inventory. He displayed artist renderings of the proposed landscaping as well as building elevations from various angles.

Ms. Linda Godfrey – questioned approval of a Conditional Rezoning for Phase II when it is speculative at this time; concerned about late hours of operation and noise when located close to residential areas; concerned about possible deterioration of residential roads as a result of truck traffic

to and from the site; opposed to lighting height in excess of ordinance requirements.

Mr. Joe Judnick – in favor of proposal, but opposed to variance for trees, considering new landscape ordinance recently passed; opposed to possible 24-hour operation of Phase II because of proximity to residential area.

Mr. Charles Jefferson – opposed to proposal; automotive corridor located on Van Dyke; subject property should be developed with retail use.

Mr. Giulio Russo – tried to purchase a portion of this property years ago, but owner would not split the property, claiming rear portion would be landlocked; in favor of proposal, but would like to see CarMax buy the entire parcel and not leave a portion in the back.

Mr. Thomas Neil – questioned as to whether they are relocating existing trees or planting new trees; suggested planting trees that absorb the most pollution and carbon dioxide.

Mayor Taylor closed the public hearing.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, to introduce a map amendment to conditionally rezone property on the south side of M-59 (Hall Road), east of Delco Road in Section 2, from C-2 (Planned Comparison Business District) to C-3 (General Business District), Case No. PZ16-1146, and direct Petitioner 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 February 7th, 2017 regular meeting.

Councilwoman Schmidt questioned what will be put in place during Phase I where Phase II is going to be located.

Mr. Tim Ponton, owner of Stonefield Engineering & Design, explained that Phase II has been fully designed, and all the landscaping for that phase will be incorporated during the construction of Phase I. He noted that there has been mention of a variance for six trees in front, but he stated they will be providing 41 trees overall, especially in an area of the property that will help buffer this site from the abutting residential properties.

Councilwoman Schmidt inquired as to whether the field will remain dirt or grass.

Mr. Ponton replied it will be rough-graded and, since they must meet County drain stormwater retention requirements, it will be an above-ground detention basin.

Councilwoman Schmidt inquired as to where the cars will be entering the garage to receive service.

Mr. Ponton replied the doors are located along the north and south sides of the building. He replied to further inquiry that the doors will not be facing the residential properties on Oleander Drive, although there may be one door on the east side of the building. He stated the doors will remain closed while they are conducting maintenance on the vehicles, noting the building is temperature-controlled and there is no reason for the doors to remain open.

Councilwoman Schmidt inquired as to whether the Monday through Saturday hours of 7:30 a.m. to 6:00 p.m. for service and 9:00 a.m. to 9:00 p.m. for sales will be specified in the Conditional Rezoning Agreement.

Mr. McLeod replied those are the hours of operation as indicated by the petitioner. They can be included in the agreement, but they must be offered by the petitioner if he feels it is in his best interest to do so. Mr. McLeod stated the City cannot force him to commit to specific hours of operation.

Councilwoman Schmidt stated she is concerned about a 24-hour operation.

Mr. Ponton stated the nearest resident is located approximately 300 feet away from this building, and there is a 50-foot greenbelt proposed with a significant amount of landscaping in addition to a masonry wall. He anticipated the noise levels will most likely be lower than what was submitted.

Councilwoman Schmidt inquired as to whether the decibels are measured at the top of the wall or the bottom of the wall.

> Mr. Steve Hudak, Real Estate Manager for CarMax, replied they conducted a sound study at the source where they have the largest noise generated, and sound dissipates over time. He stated this study does not take into consideration the wall or additional landscaping, where the sound levels will lower as they get to those obstructions.

Councilwoman inquired as to whether the petitioner has any speculation as to when they will begin Phase II.

Mr. Ponton replied they do not have a speculation on a time frame for Phase II now. He stated the goal is that Phase I will be successful and they will move forward with Phase II. He stated all the landscaping and all improvements that would benefit the adjacent residential neighbors will be installed during Phase I.

Councilwoman Schmidt inquired as to whether the petitioner will be required to come back before City Council if they change what they want to do with Phase II.

Mr. McLeod replied they would be required to come back before Council, and if there are significant changes, they may have to go back to Planning Commission. He stated if this is approved, the plans will be locked in as currently provided, with regard to the location, elevations and use of the building.

Mayor Pro-Tem Ziarko inquired as to whether CarMax owns the property or whether it is contingent upon approval of this proposal.

Mr. Ponton replied they currently have the property under contract but it is dependent upon full approval.

Mayor Pro-Tem Ziarko inquired as to whether the variances that would be approved with this will stay with the property even if the project does not proceed and someone else develops the property.

Mr. McLeod replied the variances are part of the Conditional Rezoning, so the same conditions may not be applicable for a different development. If the site is developed for this purpose and the use of the property changes in the future, there

must be significant changes made, especially with regard to the parking, to bring the site into compliance.

Mayor Pro-Tem Ziarko inquired as to whether this Council has granted parking variances to other car dealerships.

Mr. McLeod does not believe the City has granted similar variances for parking space dimensions in the past.

Mayor Pro-Tem Ziarko questioned why the additional 4-foot height is needed for the light poles.

Mr. Ponton stated they believe that fewer light poles will be less of an impact to the surrounding area, so by going four feet higher, they may be able to eliminate between 8 to 12 poles. He replied to inquiry that the lighting for Phases I and II are completely designed; however the lighting for Phase II will not be put in until Phase II is developed. He clarified that only the landscaping for Phase II will be put in during the first phase.

Mayor Pro-Tem Ziarko inquired as to the impact the proposed M-59 construction will have on this project.

Mr. Ponton stated they are hopeful it will not create too great of a negative impact because they are on the western edge of the proposed roadwork. He assured they will work in conjunction with what is going on, and intend to being construction of Phase I as soon as they receive all approvals and building permits.

Mayor Pro-Tem Ziarko inquired as to whether all residents within 300 feet of this property were notified of the rezoning.

Mr. McLeod confirmed the residents within 300 feet were notified.

Mr. Ponton stated this discussion took place over two Planning Commission meetings. A number of residents attended the first meeting, where this proposal was discussed at length. He stated that there were no residents who showed up at the second Planning Commission meeting, and there are no residents here tonight from the abutting subdivision, so he was hopeful that the residents have had their questions answered and are satisfied with the proposal.

Mayor Pro-Tem Ziarko was concerned about the noise from car haulers that will enter and exit the site.

Councilwoman Koski inquired as to whether the Council will see both phases and what has been offered by the petitioner at the February 7th meeting.

Mr. McLeod stated Phase I encompasses the front building as well as the car wash, all the landscaping, parking and display lot. Phase II is the additional storage/prep area, which is the larger building in the back as well as a small additional display area. The Conditional Zoning Agreement will outline what each phase will consist of, putting the site plans into words, and attaching the drawings. He stated the only unknown at this point is the time frame for Phase II, because that is market-driven. Mr. McLeod replied to inquiry that the ordinance requires a 36-month time frame for completion of a development, so if the City

Council felt strongly about it, they can stick to those requirements. If the site is not completed by that time with the completion of Phase II, the Conditional Rezoning agreement would have to be re-evaluated.

Councilwoman Koski inquired as to whether the petitioner can request an extension if the market is not favorable for the addition of Phase II within the required time frame.

Mr. McLeod replied an option would be for the petitioner to come back to request an extension.

Councilwoman Koski inquired as to whether the portion of property south of the proposed site and north of the residential properties will be owned by CarMax or whether it is being retained by the current owner. She questioned what ingress/egress will be provided to that parcel if it is developed in the future.

Mr. McLeod replied the zoning classification itself will not landlock any piece of property. The portion of the property to the south was in front of the Planning Commission about a year ago as a Conditional Rezoning, with access off of Delco, but it did not go anywhere. If the proposed Conditional Rezoning is approved and property splits occur, it may trigger easements. The south portion is zoned C-2 so the access is from Delco. He stated a stub street from a residential subdivision would not be conducive to connect to the C-2 zoned property, unless it was to be developed as residential.

Mayor Taylor stated he is in support of this project. CarMax has a product with which they have been successful throughout the United States at multiple

locations, and although it did not entirely fit exactly with all the City's ordinances, there were a lot of meetings between City administration and CarMax. He thanked CarMax for choosing Sterling Heights and working with them to develop this project, and he thanked the City administration for working on a plan to bring forward. Mayor Taylor expected that it will be successful and Phase II will become a reality before too long. He stated a 50-foot greenbelt should serve as a buffer for the noise.

Mr. McLeod replied to inquiry that a 50-foot greenbelt is a very large greenbelt and not standard in the City.

Yes: All. The motion carried.

2. ORDINANCE INTRODUCTION

Moved by Koski, seconded by Ziarko, **BE IT ORDAINED**, to adopt the first amendment to the Appropriations Ordinance for the 2016/17 fiscal year.

Yes: All. The motion carried.

CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN
ORDINANCE NO. 446 A

AN ORDINANCE TO AMEND THE "ANNUAL APPROPRIATIONS ORDINANCE" BY AMENDING THE VARIOUS CITY BUDGETS.

THE CITY OF STERLING HEIGHTS ORDAINS:

ARTICLE I

TITLE

This ordinance shall constitute the "ANNUAL APPROPRIATIONS ORDINANCE" in accordance with Section 9.14 of the City Charter, the "GENERAL APPROPRIATIONS ACT" in accordance with the Michigan Uniform Budgeting and Accounting Act, MCL 141.436 and the "SPECIAL APPROPRIATIONS ACT" pursuant to Public Act 493 of 2000.

ARTICLE II

The following is an estimate of revenues, by source, in each fund and an appropriation of monies as authorized by law, as may be needed or deemed necessary to defray all expenses and liabilities of the City as specified for the corporate purposes and objects of the City for the fiscal year July 1, 2016 through June 30, 2017. The City Council does hereby adopt, by budgetary center, the following General Fund and Special Revenue Funds budgets for 2016/17.

Sec. 2.01

GENERAL FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Net General Tax Revenue	$38,313,350		
Licenses and Permits	2,095,000		
State and Local Returns	~~14,937,250~~	15,013,600	
Fines and Forfeitures	2,690,000		
Charges for Services	10,011,620		
Other Revenue	2,853,840		
Cable Revenue	2,625,000		
Use of Fund Balance	0		
Total General Revenue		~~73,526,060~~	73,602,410
Refuse Tax Revenue	4,469,150		
Police & Fire Pension Tax Revenue	7,994,750		
Safe Streets Tax Revenue	6,868,270		
Total Other Tax Revenue		19,332,170	
Total Revenues		~~92,858,230~~	92,934,580
OTHER FINANCING SOURCES			
Transfers In	0		
Total Other Financing Sources		0	
Total Revenues & Other Financing Sources		**~~$92,858,230~~**	**$92,934,580**

and does hereby designate $38,323,350 to be raised by 9.4856 mills tax levied for General Purposes on the assessed valuation of all real and personal property subject to taxation in the City,

and does hereby designate $7,994,750 to be raised by 1.9788 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of meeting appropriations for fire and police pension purposes, as authorized by MCL 38.551, et. seq.,

and does hereby designate $4,469,150 to be raised by 1.1062 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of the collection and removal of garbage and trash of the City as authorized by MCL 123.261, et. seq.,

and does hereby designate $6,868,270 to be raised by 1.7000 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of providing revenue for police and fire protection as authorized by the electors of the City in approving the Safe Streets Proposal in 2013, et. seq.,

and directs the Treasurer to add a collection fee of one-half (1/2) percent per month to all taxes, charges and assessments paid after September 1, and further, upon all taxes, charges and assessments returned to the County Treasurer upon any delinquent tax roll, a charge of three percent (3%) shall be added and the same shall be collected by the County Treasurer in like manner as and together with the taxes, charges and assessments so returned.

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES			
City Administration Department	~~$7,086,610~~	7,087,600	
Public Library Department	2,631,170		
Parks & Recreation Department	1,957,950		
Police Department	~~34,775,200~~	34,775,720	
Fire Department	~~17,326,250~~	17,427,680	
Public Works Department	6,578,470		
Refuse Collection	4,494,150		
City Development Department	~~5,625,560~~	5,650,870	
Community Relations Department	~~1,091,080~~	1,091,300	
41-A District Court	3,271,140		
General Expenditures	1,238,270		
Contribution to Fund Balance	~~786,880~~	734,760	
Total Expenditures		~~86,862,730~~	86,939,080
OTHER FINANCING USES			
Transfers Out	5,995,500		
Total Other Financing Uses		5,995,500	
Total General Fund		**~~$92,858,230~~**	**$92,934,580**

Sec. 2.02

WATER & SEWER OPERATING FUND:

OPERATING REVENUES			
Operating Revenues	$46,882,890		
Use of Net Assets	~~391,620~~	407,270	
Total Operating Revenues		**~~$47,274,510~~**	**$47,290,160**
OPERATING EXPENSES			
Administration	$4,099,270		
Water Distribution	~~18,038,510~~	18,054,160	
Sewage Collection	25,136,730		

Total Water & Sewer Operating Fund ~~**$47,274,510**~~ **$47,290,160**

and does hereby designate the rates to be charged for water and sewage disposal services to be as follows for all bills rendered on or after July 1, 2016.

WATER RATES

Consumption Charges Per Billing Period:	Rate Per Thousand Cubic Ft.
..... First 3,000 cubic feet or less	$22.67
..... All over 3,000 cubic feet	28.34

Fixed GLWA fee (single-family residential customers)	$5.00
Fixed GLWA fee (all other customers)	7.00

Meter Charges Per Billing Period

1 ½”	4.90
2”	12.69
3”	23.28
4”	30.54
6”	48.32
8”	76.95
10”	101.07
16”	115.50

SEWER RATES

This charge shall be based on the amount of water used per billing period:	Rate Per Thousand Cubic Ft.
..... Per 1,000 cubic feet	$39.92

Fixed Macomb County fee (single-family residential customers)	$6.25
Fixed Macomb County fee (all other customers)	9.00

BILLING

Bills for water and sewer service shall be rendered periodically as set forth in this article. The billing period for single-family residential customers is quarterly, all other customers are billed monthly. All bills shall be due and payable twenty (20) days from the date thereon. A penalty of six percent (6%) of the amount of the unpaid portion of each current bill shall be added to each bill not paid on or before the due date. An additional penalty of seventeen percent (17%) of the total of the unpaid balance and the six percent (6%) penalty shall be added at the time the delinquent bill is entered upon the tax roll, pursuant to section 35-6 (a) of the Sterling Heights City Code. The City shall establish a minimum water and sewer bill, which shall be based on 900 cubic feet of water usage per billing cycle. There will be an $80.00 charge per bill for sewer only customers.

For all single-family residential customers of both water and sewer services from the City, the charges billed during the months of September, October, and November shall be reduced by twenty-five percent (25%) of the combined use charge for both water and sewer usage, as specified in this ordinance; provided, however, no customer shall have the charges reduced by an amount more than $26.00 during the quarterly period billed during the months of September, October, and November.

For all customers who are not single-family residential customers and have both water and sewer services from the City, the charges billed during the months of July, August, and September shall be reduced by twenty-five percent (25%) of the combined use charge for both water and sewer usage, as specified in this ordinance; provided, however, no customer shall have the charges reduced by an amount more than $8.67 during the monthly period billed during the month of July, $8.67 during the month of August, and $8.66 during the month of September.

Sec. 2.03

MAJOR ROAD FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Fund Balance	~~$1,032,310~~	2,564,020	
Federal Grants	0		
State Sources	~~7,131,000~~	7,432,750	
Other Revenue	168,000		
Total Revenues		~~8,331,310~~	10,164,770
OTHER FINANCING SOURCES			
Transfer from General Fund	500,000		
Total Other Financing Sources		500,000	
Total Revenues & Other Financing Sources		**~~$8,831,310~~**	**$10,664,770**

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES			
Administration Expenses	$131,070		
Major Street Maintenance	2,637,000		
Major Street Improvements	~~3,138,000~~	4,971,460	
Contribution to Fund Balance	0		
Total Expenditures		~~5,906,070~~	7,739,530
OTHER FINANCING USES			
Transfer to Road Bond Debt Retirement Fund	1,925,240		
Transfer to Local Road Fund	1,000,000		
Total Other Financing Uses		2,925,240	
Total Major Road Fund		**~~$8,831,310~~**	**$10,664,770**

Sec. 2.04

LOCAL ROAD FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES		
Net Property Taxes	$3,233,330	
State Sources	2,640,000	
Charges for Services	36,000	
Other Revenue	10,470	
Total Revenues		5,919,800
OTHER FINANCING SOURCES		
Transfer from General Fund	400,000	
Transfer from Major Road Fund	1,000,000	
Total Other Financing Sources		1,400,000
Total Revenues & Other Financing Sources		**$7,319,800**

and does hereby designate $3,232,130 to be raised by 0.8000 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City for the purpose of providing revenue for local street improvements as authorized by the electors of the City in approving the Safe Streets Proposal in 2013.

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES		
Administration Expenses	$155,070	
Local Street Maintenance	1,848,000	
Local Street Improvements	~~4,794,000~~	5,101,370
Contribution to Fund Balance	~~522,730~~	215,360
Total Expenditures		7,319,800
OTHER FINANCING USES		
Transfer to Road Bond Debt Retirement Fund	0	
Total Other Financing Uses		0
Total Local Road Fund		**$7,319,800**

Sec. 2.05

LAND & WATER CONSERVATION FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES		
Fund Balance	~~$487,400~~	340,940
Federal & State Sources	0	
Other Revenue	~~2,600~~	83,600

Total Revenues		~~490,000~~	424,540
OTHER FINANCING SOURCES			
Transfer from General Fund	240,000		
Total Other Financing Sources		240,000	
Total Revenues & Other Financing Sources		**~~$730,000~~**	**$664,540**
EXPENDITURES			
Land Acquisition	~~$65,000~~	91,310	
Land Improvements	~~665,000~~	573,230	
Total Land & Water Conservation Fund		**~~$730,000~~**	**$664,540**

Sec. 2.06

PUBLIC SAFETY FORFEITURE FUND BUDGET:

REVENUES			
Fund Balance	~~$154,650~~	37,430	
Federal Forfeitures	~~0~~	111,200	
Treasury Forfeitures	0		
State Forfeitures	~~1,000~~	34,260	
Gambling Forfeitures	~~0~~	830	
Operating While Intoxicated Forfeitures	~~0~~	7,010	
Act 302 Training Funds	30,800		
Interest Income	~~410~~	780	
Total Revenues		**~~$186,860~~**	**$222,310**
EXPENDITURES			
Federal Forfeitures	~~$117,320~~	124,920	
Treasury Forfeitures	~~0~~	23,450	
State Forfeitures	21,240		
Gambling Forfeitures	~~7,000~~	9,830	
Operating While Intoxicated Forfeitures	~~10,500~~	12,070	
Act 302 Training Funds	30,800		
Total Public Safety Forfeiture Fund		**~~$186,860~~**	**$222,310**

Sec. 2.07

COMMUNITY DEVELOPMENT BLOCK GRANT FUND BUDGET:

REVENUES			
Community Development Block Grant	~~$1,182,840~~	1,260,470	
Total Revenues		**~~$1,182,840~~**	**$1,260,470**
EXPENDITURES			
Administrative Expenses	$179,370		
Books	6,030		
Senior Citizens Home Chore Program	20,000		
Single Parent Education Program	13,000		

Minor Home Repair	26,000		
Handicapped Recreation Program	19,000		
Housing Rehabilitation Program	210,000		
Contributions to Non-Profit Organizations	55,500		
Capital & Other Improvements	~~653,940~~	731,570	
Total Community Development Block Grant Fund	**~~$1,182,840~~**	**$1,260,470**	

Sec. 2.08

CORRIDOR IMPROVEMENT AUTHORITY FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Property Taxes	$25,170		
Federal Grants	0		
Other Revenue	100		
Total Revenues		25,270	
OTHER FINANCING SOURCES			
Transfer from General Fund	0		
Total Other Financing Sources		0	
Total Revenues & Other Financing Sources		**$25,270**	
EXPENDITURES			
Miscellaneous	$0		
Contribution to Fund Balance	25,270		
Total Corridor Improvement Authority Fund		**$25,270**	

Sec. 2.09

ECONOMIC DEVELOPMENT CORPORATION FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Fund Balance	~~$0~~	597,850	
Funding from General Government	300,000		
Other Revenue	2,150		
Total Revenues		~~302,150~~	900,000
OTHER FINANCING SOURCES			
Transfer from General Fund	0		
Total Other Financing Sources		0	
Total Revenues & Other Financing Sources		**~~$302,150~~**	**$900,000**

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES			
Miscellaneous	$0		
Contribution to Fund Balance	~~302,150~~	0	
Total Expenditures		~~302,150~~	0
OTHER FINANCING USES			
Transfer to LDFA Fund	~~0~~	900,000	
Total Other Financing Uses		~~0~~	900,000
Total Economic Development Corporation Fund		**~~$302,150~~**	**$900,000**

Sec. 2.10

BROWNFIELD REDEVELOPMENT AUTHORITY FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Property Taxes	$87,600		
Charges for Services	0		
Other Revenue	1,300		
Total Revenues		88,900	
OTHER FINANCING SOURCES			
Transfer from General Fund	0		
Total Other Financing Sources		0	
Total Revenues & Other Financing Sources		**$88,900**	

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES			
Miscellaneous	$0		
Contribution to Fund Balance	88,900		
Total Expenditures		88,900	
OTHER FINANCING USES			
Transfer to General Fund	0		
Total Other Financing Uses		0	
Total Brownfield Redevelopment Authority Fund		**$88,900**	

Sec. 2.11

LOCAL DEVELOPMENT FINANCE AUTHORITY FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Fund Balance	~~$0~~	421,500	
Federal Grants	0		
Property Taxes	862,900		
Other Revenue	141,350		
Total Revenues		~~1,004,250~~	1,425,750
OTHER FINANCING SOURCES			
Transfer from Economic Development Fund	~~0~~	900,000	
Total Other Financing Sources		~~0~~	900,000
Total Revenues & Other Financing Sources		~~**$1,004,250**~~	**$2,325,750**
EXPENDITURES			
Incubator Renovations	$0		
Incubator Operations	824,750		
FCA Reimbursement	~~0~~	900,000	
SmartZone Improvements	~~1,000~~	601,000	
Contribution to Fund Balance	~~178,500~~	0	
Total Local Development Finance Authority Fund	~~**$1,004,250**~~	**$2,325,750**	

Sec. 2.12

GENERAL DRAIN FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Net Drain Tax Revenue	($900)		
Delinquents & Penalties	800		
Other Revenue	100		
Total Revenues		0	
OTHER FINANCING SOURCES			
Bond Proceeds – Refunding	0		
Total Other Financing Sources		0	
Total Revenues & Other Financing Sources		**$0**	
EXPENDITURES			
Other Charges	$0		
Principal	0		
Interest	0		
Total Drain Fund		**$0**	

Sec. 2.13

VOTED TAX GENERAL OBLIGATION DEBT FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES		
Delinquents & Penalties	$1,050	
Other Revenue	450	
Federal & State Sources	24,770	
Net Proposal F Tax Revenue	463,880	
Total Revenues		490,150
OTHER FINANCING SOURCES		
Transfer from General Fund	0	
Total Other Financing Sources		0
Total Revenues & Other Financing Sources		**$490,150**

and does hereby designate $465,380 to be raised by 0.1152 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of meeting appropriations for public improvement debt service as authorized by the electors of the City in approving Proposal F in 2006.

EXPENDITURES		
Proposal F Expenditures	$484,480	
Contribution to Fund Balance	5,670	
Total Voted Tax General Obligation Debt Fund		**$490,150**

Sec. 2.14

ROAD BOND DEBT RETIREMENT FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES		
Special Assessment Revenue	$145,450	
Interest Income	91,340	
Federal Interest Rebates	31,340	
Total Revenues		268,130
OTHER FINANCING SOURCES		
Transfer from Major Road Fund	1,925,240	
Transfer from Road Bond Construction Fund	0	
Total Other Financing Sources		1,925,240
Total Revenues & Other Financing Sources		**$2,193,370**
EXPENDITURES		
Principal	$1,625,000	
Interest	516,000	
Other Fees	1,350	
Contribution to Fund Balance	51,020	
Total Road Bond Debt Retirement Fund		**$2,193,370**

Sec. 2.15

LIMITED TAX GENERAL OBLIGATION DEBT FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Other Revenue	$0		
Total Revenues		0	
OTHER FINANCING SOURCES			
Transfer from General Fund	356,080		
Total Other Financing Sources		356,080	
Total Revenues & Other Financing Sources		**$356,080**	
EXPENDITURES			
Principal	$305,000		
Interest	50,850		
Other Fees	230		
Total Limited Tax General Obligation Debt Fund	**$356,080**		

Sec. 2.16

CAPITAL PROJECTS FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Fund Balance	~~$0~~	778,130	
State & Local Returns	~~0~~	100,000	
Other Revenue	326,120		
Total Revenues		~~326,120~~	1,204,250
OTHER FINANCING SOURCES			
Transfer from General Fund	4,499,420		
Total Other Financing Sources		4,499,420	
Total Revenues & Other Financing Sources		~~**$4,825,540**~~	**$5,703,670**
EXPENDITURES			
Capital Equipment	~~$823,420~~	942,040	
Capital Vehicles	~~1,724,700~~	1,738,860	
Capital Projects	~~1,709,300~~	3,022,770	
Contribution to Fund Balance	~~568,120~~	0	
Total Capital Projects Fund		~~**$4,825,540**~~	**$5,703,670**

Sec. 2.17

CLINTON RIVER RESTORATION FUND:

REVENUES			
Federal Grants	~~$0~~	3,865,170	
Total Revenues		~~**$0**~~	**$3,865,170**
EXPENDITURES			
Capital Projects	~~$0~~	3,865,170	
Total Clinton River Restoration Fund		~~**$0**~~	**$3,865,170**

Sec. 2.18

ROAD BOND CONSTRUCTION FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES			
Fund Balance	~~$0~~	6,284,080	
Other Revenue	~~5,000~~	25,000	
Federal Grants	~~3,080,000~~	2,678,950	
Total Revenues		~~3,085,000~~	8,988,030
OTHER FINANCING SOURCES			
Proceeds from Long-Term Debt	1,795,000		
Transfer from Major Road Fund	0		
Total Other Financing Sources		1,795,000	
Total Revenues & Other Financing Sources		~~**$4,880,000**~~	**$10,783,030**

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES			
Construction	~~$4,880,000~~	10,783,030	
Total Expenditures		~~4,880,000~~	10,783,030
OTHER FINANCING USES			
Transfer to Major Road Fund	0		
Total Other Financing Uses		0	
Total Road Bond Construction Fund		~~**$4,880,000**~~	**$10,783,030**

ARTICLE III

The City Council adopts the following fee schedule for public records and services provided by the City of Sterling Heights for the fiscal year July 1, 2016 through June 30, 2017. Any parts of resolutions and ordinances in conflict with this article are repealed. This article is intended to preserve all existing charges

and fees set forth in any resolution, ordinance, or law which are not in conflict with this article and to fulfill the requirements of any ordinance authorizing the City Council to establish fees by resolution.

Fees for public records not set forth in this article, or in any other resolution, ordinance, or law, shall be set by the City Manager in accordance with Act 442 of the Public Acts of 1976, as amended. Fees for public services not specifically set forth in this article or in any other resolution, ordinance, or law may be established by the City Manager, who shall promptly notify the City Council in writing of each of them. The City Manager shall establish fees for public services based upon the cost of providing the public service.

Sec. 3.01

ASSESSING OFFICE:

Lot Splits	560.00
Lot Combinations	460.00
Processing Labels (per page)	1.35
Resident Field Sheet Fee	2.00
Apartment Listing (Names/Sidwells/Assessments)	65.00
Shopping Center List	65.00
Section or Subdivision Listing (per page)	1.00
Assessing, Board of Review, & Sales Information (first page)	2.00
Additional Pages	0.30
Plat Map	135.00
Custom Assessment Information Report	55.00
IFEC Extension Application Fee	585.00
IFEC Request for Extension to Complete Project Application Fee	585.00
IFEC Request for Revision of Final Project Cost Application Fee	585.00
Application to Establish a Speculative Building Designation Fee	585.00
Tax Hardship Income Limits:	
1 Person	14,250.00
2 Person	16,250.00
3 Person	20,090.00
4 Person	24,250.00
5 Person	28,410.00
6 Person	32,570.00
7 Person	36,730.00
8 Person	40,890.00
Each Additional Person	4,160.00

Sec. 3.02

BUILDING OFFICE:

Fence Permit	39.00
Fence Permit – Masonry, Separation	118.00
Board of Code Appeals	231.00
Reestablish Expired Permit Fee	68.00
Overtime Inspections, Each Hour (4 hour minimum)	91.00
Special Inspections, Each Trade (Residential)	52.00
Special Inspections, Each Trade (Commercial)	74.00

Building Code Publication ..... Cost + 14.00 Administration fee
Building Moving Permit 303.00
Municipal Civil Infraction:
Each Violation 150.00
First Repeat Offense 375.00
Second Repeat Offense 750.00
Third or Subsequent Repeat Offenses 1,500.00

Electrical Work

Application Fee (Non-refundable) 37.00
Permit fee (minimum) 49.00
Electrical Contractor's Registration 27.00
Fire Alarm Contractor's Registration 27.00
Sign Contractor's Registration 27.00
Furnace Wiring 28.00
Air Conditioner Reconnect 28.00
Circuits: Each (new or extended) 22.00
Fixtures: Each 25 ..... 22.00
Motors, Power, Heating Units, Furnaces, Transformers:
Each ¼ to 10 HP 28.00
Each 11 to 30 HP 33.00
Each 31 to 50 HP 38.00
Each 51 to 60 HP 44.00
Each 61 and over 58.00
Feeders (Conduit, Wireways, Bus Ducts, Cables):
Each 100 ft. (or less) 51.00
Refrigeration Units:
Air Conditioning (residential) 28.00
Interruptible Service 28.00
Air Conditioning (commercial):
Up to 5 Tons 33.00
5 to 40 Tons 51.00
Over 40 Tons 76.00
Electric Ranges, Ovens, Dryers, Water Heaters, X-Ray Equipment:
Each unit of type 28.00
Swimming Pools/Hot Tubs (all) 57.00
Service (Lights, Heat, and Power):
100 Ampere or less 28.00
101 to 500 Ampere 38.00
501 to 900 Ampere 51.00
900 Ampere or more 63.00
Signs: .. Sign Circuit 44.00
Sign Tag Inspection 66.00
Sign Connection 71.00
General Repair & Alterations (per hour or fraction thereof) 59.00
Generator Connection 51.00
Motion Picture Apparatus 51.00
Special Inspections not specifically covered:
Festivals 134.00
Carnivals 134.00
Circuses 134.00

Shop Inspection 75.00
Theatrical Road Show 75.00
Christmas Tree Lot 75.00
Temporary Wiring:
Display Area (Sq. Ft.):
Up to 100,000 sq. ft. 68.00
Over 100,000 to 200,000 sq. ft. 126.00
Over 200,000 to 300,000 sq. ft. 151.00
Over 300,000 to 400,000 sq. ft. 223.00
Over 400,000 sq. ft. 298.00
Outline Tubing – Connection or Tag Inspection:
Each 100 feet 75.00
Mobile Home and Trailer Park Inspections (minimum) 52.00
Fire Alarm Inspection (minimum) 72.00
Plan Review Fee 99.00
Manual Pull Station 13.00
A/V, Strobe, Voice Speaker 13.00
Water Flow/Tamper Switch 13.00
Heat or Smoke Detector 13.00
Flame, Duct Detector 13.00
Auxiliary Panel 13.00
Electric Door Release 13.00
Elevator Recall Status 13.00
Fire Alarm Circuit 21.00
Alterations to existing system 59.00
Reinspection Fee 59.00
Miscellaneous Fire Alarm Fee 59.00

Plumbing Work
Application Fee (Non-refundable) 41.00
Permit Fee (minimum) 49.00
Plumber's Registration 1.00
Journeyman Plumber's Registration 0.50
Fixture Inspection: (New and Replacement)
New Installation (minimum) 49.00
New Stack or Stack Alteration 19.00
Air Admittance Valve 19.00
Roof conductor 19.00
Sump or interceptor 19.00
Backflow preventor 19.00
Pump or Water Lift 19.00
Hose connection (sillcocks) 19.00
Water treatment device 19.00
Water closets 19.00
Shower traps 19.00
Baths 19.00
Water heater 33.00
Tankless water heater 33.00
Basement Waterproofing 49.00
Sinks (any description) 19.00

Lavatories 19.00
Laundry trays 19.00
Floor drains 19.00
Ice Maker 19.00
Back Water Valve 19.00
Thermal Expansion Tank 19.00
Bidet 19.00
Dental Chair 19.00
Grease or Oil Interceptor 19.00
Drinking fountains 19.00
Soda fountains/bars 19.00
Waste opening 19.00
Humidifiers 19.00
Food waste grinders 19.00
Dishwashers 19.00
Urinals 19.00
Whirlpools 38.00
Lawn Sprinkler Systems 44.00
All other fixtures not mentioned 19.00

Reinspection Fee 59.00

Special Equipment (automatic laundry, humidifier, beverage vending machine, vacuum systems, nitrous oxide, oxygen, nitrogen, medical air):

Automatic Machines (minimum) 33.00
Each additional 19.00

Building Sewer Connection – sump connection 51.00

Drains:.

Storm drains to catch basin for main storm sewer 298.00
Lines less than 4” in diameter 29.00
Lines less than 6” in diameter 34.00
Lines less than 8” in diameter 45.00
Lines less than 10” in diameter 59.00
Lines less than 12” in diameter 75.00
Lines less than 14” in diameter 89.00
Lines less than 16” in diameter 105.00
Lines less than 18” in diameter 120.00
Lines exceeding 18” in diameter (per inch) 17.00

Water Distribution System:

¾” 23.00
1” 34.00
1 ¼” 39.00
1 ½” 52.00
2” 68.00
2 ½” 98.00
3” 112.00
4” 126.00
Exceeding 4” 150.00
Replace piping, no increase in size 39.00

Mechanical Work

Application Fee (Non-refundable) 37.00

Permit Fee (minimum) 49.00
License/Registration 15.00
Gas-Fired Equipment; Oil Burners; New or Replacement –
Burners with input:
up to 75,000 ..... 51.00
75,001 to 500,000 ..... 58.00
500,001 – 1,000,000 ..... 102.00
1,000,001 – 2,000,000 ..... 116.00
2,000,001 – 3,000,000 ..... 145.00
over 3,000,000 ..... 174.00
Air Handlers:
Up to 2,000 CFM 51.00
Over 2,000 CFM 102.00
Duct Work 51.00
Hydronic Piping 59.00
Gas Piping:
Mains up to 2” 44.00
Mains 2 ½” to 4” 58.00
Mains over 4” 72.00
Each Opening off of Main 16.00
Factory Built Chimneys:
Up to 8” 22.00
9” to 12” 33.00
Over 12” 44.00
Pre-Fab Fireplace 58.00
Flue Liner 38.00
Exhaust Fans:
Up to 400 cfm 17.00
401 cfm to 1,000 cfm 22.00
1,001 cfm to 4,000 cfm 33.00
Over 4,000 cfm 44.00
Dryer Vents 22.00
Kitchen Hood and Duct (UL300/FM200) 52.00
Spray Booth Hood and Duct 52.00
Alterations to existing installations 59.00
Alterations to existing boilers 59.00
Reinspection Fee 59.00
Refrigeration Systems –
Self Contained:
2 Tons or Less, each 44.00
Over 2 to 5 Tons, each 51.00
Alterations to each system 59.00
Remote Systems:
5 Tons or Less, each 51.00
Over 5 to 50 Tons, each 72.00
Over 50 Tons, each 116.00
Alterations to each system 59.00
Cooling Towers 72.00
Stand Pipes and Fire Suppression:
Riser pipe up to 4” diameter 45.00

Riser pipe up to 6” diameter 75.00
Riser pipe up to 8” diameter 105.00
Riser pipe 8” or more diameter 223.00
Each suppression opening (each head of the system) 5.50
Alteration to existing system 59.00
Flammable and Bulk Storage Tanks:
Tanks under 500 Gallons 51.00
Tanks under 5,000 Gallons 66.00
Tanks under 20,000 Gallons 87.00
Tanks under 50,000 Gallons 102.00
Tanks under 200,000 Gallons 116.00
Tanks over 200,000 Gallons 217.00

Buildings
Application Fee (Non-refundable) 37.00
Plan Review Deposits (Non-refundable):
Single Family Residential 560.00
Commercial Alteration 223.00
New Commercial/Industrial Building 1,115.00
Commercial/Industrial Addition 560.00
Building Permit Fees (all use groups):
Valuation to $1,000 ..... 57.00
Valuation $1,001 to $10,000 ..... 57.00 + 15.00 per 1,000.00 over 1,000.00
Valuation $10,001 to $100,000 ..... 226.00 + 6.00 per 1,000.00 over 10,000.00
Valuation $100,001 to $500,000 ..... 952.00 + 6.00 per 1,000.00 over 100,000.00
Valuation $500,001 and over ..... 4,130.00 + 6.00 per 1,000.00 over 500,000.00
Residential Bond (5% Retained) 520.00
Temporary C/O Refundable Bond 540.00
Multi-Family Bond (5% Retained) 780.00
Commercial Bond (5% Retained) 1,580.00
Industrial Bond (5% Retained) 3,140.00
Mobile Homes 152.00
Plan Review Fee:
Valuation $0 - $500,000 ..... 0.0040 of valuation but not less than 100.00
Valuation over $500,000 ..... 2,420.00 + 0.0015 of valuation over 500,000.00
Residential Plan Review: If Plan Number is on File 112.00
Additional Expedited Commercial Interior Alteration Plan Review Fee 204.00
Miscellaneous Plan Review 68.00
Misc. Items (concrete, antennas, awnings, sheds, canopies, tents, gazebos, decks, porches, reroofs) 68.00
Pigeon Loft Inspection 68.00
Replacement of Public Sidewalk Section(s) by Abutting Property Owner 37.00
Use Permit (tenant space) 98.00
Fire Repair/Water Repair 236.00
Fire Inspection Fee (New City Businesses) 92.00
Reinspection Fee 59.00
Demolition: .....
Plan review and administration base fee ..... 68.00 + 0.10 per square ft.
Swimming Pools:
Above Ground 72.00

Below Ground 145.00
Signs: ..
Application Fee (non-refundable) 37.00
Plan Review Fee 68.00
Permanent 150.00
Temporary 68.00
Contractor Registration Fee 27.00
Residential Basement Finish 236.00
Residential Interior Finish 236.00
Minor Commercial Alterations under 400 sq. ft. 223.00

Sec. 3.03

CITY ADMINISTRATION:

Amusement Device License:
Types A & B ..... 965.00 + 63.00 per device
Renewal Fee ..... 197.00 + 37.00 per device
Type C 965.00
Renewal Fee 198.00
Attorney Services ..... Attorney fees & costs
Auction Sales License (per day) 25.00
Auctioneer License 58.00
Business Registry License 48.00
Carnival/Festival License ..... 76.00 + 6.00 each booth, ride, etc.
Cigarette Vending Machine License ..... 67.00 + 6.00 each additional machine
Death and Birth Certificate (Non-FOIA) 24.00
Additional Copies (Non-FOIA) 9.00
Dog License:
Newly Acquired Dog - Jan. 1 to Oct. 31 OR License Renewal - Jan. 1 to Mar. 31:
Spayed/Neutered Dog:
1-Year License 8.00
2-Year License 14.00
3-Year License 20.00
Unaltered Dog:
1-Year License 21.00
2-Year License 40.00
3-Year License 59.00
Newly Acquired Dog - Nov. 1 to Dec. 31
Spayed/Neutered Dog:
1-Year License 4.00
Unaltered Dog:
1-Year License 10.50
Newly Acquired Dog - Registering later than 30 days after acquisition:
Additional Late Fee 10.00
License Renewal - After Mar. 31:
Additional Late Fee 10.00
Senior (60+) Owner ..... No charge
Service Dog ..... No charge
Potentially Dangerous Dog Annual License Fee 57.00

Replacement Dog Tag 4.50
Fire Inspection Fee (new City businesses – charged by Building) 92.00
Going Out of Business Sales License 50.00
Renewal Fee 50.00
House Moving License 76.00
Industrial Development District Filing Fee 1,000.00
Industrial Facilities Exemption Certificate Filing Fee 2,100.00
Industrial Facilities Exemption Certificate Application Amendment Fee 1,000.00
Industrial Facilities Exemption Certificate Transfer Fee 1,000.00
New Personal Property Exemption Fee 2,100.00
Junk Yard License 280.00
Medical Marijuana Location Registration Fee 355.00
Mobile Vending License 193.00
Pawnbroker License 500.00
Refuse Collection License ..... 101.00 + 7.00 each truck
Secondhand Goods Merchant Registration Fee 106.00
Snow Removal License 197.00
Solicitor/Peddler License 126.00
Tattoo Permit 580.00
Taxi License (annual fee) ..... 99.00-+ 12.00 per vehicle
Massage Establishment License 665.00
Renewal Fee Massage Establishment License 335.00
Precinct Map 5.00
City Street Map 6.00
Zoning Map 5.00
City Budget 53.00
Municipal Improvement Program 33.00
City Financial Audit 33.00
Collective Bargaining Agreement 6.30
Election Results 9.80
Voter and Business Registry Labels (per page) 1.35
Voter and Business Registry Lists (per computer hour) ..... Payroll + 0.05/page
Voter Data CD 30.00
Liquor License: Class C 2,120.00
Tavern 2,120.00
SDD & SDM 2,120.00
Entertainment and/or Dance Permit 2,120.00
Extended Hours Permit 2,120.00
Shareholder Partial Transfer 1,050.00
Hotel/Motel License 2,120.00
Renewal Fee Hotel/Motel License 1,050.00
Certifications 6.00
Photo Copies – Black & White (Non-FOIA) 2.00
Additional Pages – Black & White (Non-FOIA) 0.30
Photo Copies – Color (Non-FOIA) 2.00
Additional Pages – Color (Non-FOIA) 0.85
Microfilm Copies (per page) (Non-FOIA) 5.60
Recording Fee (formerly Encroachment Fee) 50.00
Notary Fee 10.00
Audio Tape Recordings - prepay minimum (Non-FOIA) 20.00

Fireworks Display Permit 730.00
Close Proximity Pyrotechnic Display Permit..... 730.00
Sterlingfest Art Fair Applications 230.00
Double Booth Fee 410.00
Corner Booth Additional Charge 30.00
Sterlingfest Art Fair Vendor Jury Fee (Non-Refundable)..... 17.00
"Taste of the Town" Sterlingfest Booth – Food Cart Vendors 665.00
"Taste of the Town" Sterlingfest Booth - Restaurateurs..... 1,515.00
DVD Dubs
Resident (Non-FOIA)..... 27.00
Non-Resident (Non-FOIA) 37.00
Gazebo Rental (per event):
Resident..... 60.00
Non-Resident..... 92.00
Gazebo Rental for Photographs Only (per 1 hour rental):
Resident..... 33.00
Non-Resident..... 46.00
Upton House Rental – (per 4 hour rental):
Resident..... 60.00
Non-Resident..... 92.00
Sterling Heights Magazine Advertisement Fees:
Full Page Ad (Full Color)..... 1,569.00
Full Page Ad (Two Color)..... 1,344.00
One-Half Page Ad (Full Color)..... 897.00
One-Half Page Ad (Two Color)..... 784.00
One-Fourth Page Ad (Full Color) 506.00
One-Fourth Page Ad (Two Color) 448.00
Business Card Ad (Full Color)..... 336.00
Business Card Ad (Two Color)..... 279.00
Name & Phone Number Ad 112.00
Three-Edition Ad Commitment (Minimum) .....20% Discount
Environmental Recovery Fee.....Cost + 25% Administrative Fee
Municipal Civil Infraction:
Each Violation..... 150.00
First Repeat Offense..... 375.00
Second Repeat Offense 750.00
Third and Subsequent Repeat Offenses..... 1,500.00
Municipal Civil Infraction (Failure to Comply with Owner/Keeper of a Potentially Dangerous Dog Requirements):
First Violation 500.00
First Repeat Offense..... 750.00
Second and Subsequent Repeat Offenses..... 1,000.00
Municipal Civil Infraction (Failure to License a Dog with the City Clerk):
First Violation 500.00
First Repeat Offense..... 750.00
Second and Subsequent Repeat Offenses..... 1,000.00
Reduced Fee if Licensed Prior to Court Appearance 150.00

Sec. 3.04

ECONOMIC DEVELOPMENT OFFICE:

Brownfield Redevelopment Auth./Local Dev. Finance Auth./Corridor Improvement Auth. Fees:
Application Fee (one-time up front)..... 510.00
Tax Increment Plan Annual Administrative Fee 2,550.00

Sec. 3.05

ENGINEERING OFFICE:

Review Fees:
Site Plan .....434.00 + 72.00 per acre + 1.3% of site improvement costs
Multiple Developments.....434.00 + 72.00 per acre + 1.3% of site improvement costs
Cluster Developments .....434.00 + 72.00 per acre + 1.3% of site improvement costs
Site Condominiums.....434.00 + 72.00 per acre + 1.3% of site improvement costs
Subdivisions .....1.3% of estimated site improvement costs
Plan Revision Review Fee 92.00
Design Fees:
Construction plans and specifications - *Class 1 ..... 7.0% of construction costs
**Class 2.....8.7% of construction costs
Field engineering and contract administration - *Class 1 .....2.4% of construction costs
**Class 2.....2.7% of construction costs
Engineering Bid Packet Fee..... 48.00
R.O.W. Permits:
Review Fees – Public Improvements .....1.3% of construction cost ($50 minimum)
Review Fees – Privately Owned Facility .....$0.05/linear foot ($50 minimum)
Inspection ..... Payroll +180%
Telecommunications ROW Application Fee 655.00
Staking Fees ..... Payroll + 180%
Inspection Fees:
Site Plan ..... Payroll +180%
Multiple Development ..... Payroll +180%
Cluster Development..... Payroll +180%
Site Condominiums..... Payroll +180%
City Construction Projects ..... Payroll +180%
Subdivisions ..... Payroll +180%
Inspections by Consultants.....Consultant Fee +10%
Private Development Engineering Consultant Fee .....Consultant Fee +10%
Sidewalk Repair and Gap Programs ..... Cost +20%
Easement Vacations ..... Attorney fee+ 245.00
Easement Encroachments 265.00
Building Number Assignments (per address) 23.00
S.E.S.C. Review Fee for:
Commercial, Industrial, Multi-Family, Subdivision .....¼ of 1% of first $500,000.00
.....+⅛ of 1% over $500,000.00 (50.00 minimum)
Single-Family Residential House..... 71.00
Underground Private Utility.....0.05 linear foot (50.00 minimum)
S.E.S.C. Inspection Fees ..... Payroll + 180%
S.E.S.C. Inspection by Consultant .....Consultant fee +10%
S.E.S.C. Permit Renewal Fee ($50 min.)..... 10% of Permit Fee

Water & Sewer Permit Revision Review Fee 105.00
Public Services Agreement Execution Fee 34.00
Recording Fee 40.00
Water & Sewer Debt Service Agreement Finance Charge 20%
Document Copying for:
24" x 36" Prints (Xerox 2510 or blueline) ..... 8.00 each
34" x 34" Prints (Xerox 2510 or blueline) ..... 8.00 each
Larger than 34" x 34" (Xerox 2510 or blueline) ..... 8.00 each
Detail Sheets (Mylar) ..... 10.00 each
Topographic Map 36" x 36" (blueline) ..... 43.00 each
Planimetric Map 36" x 36" (blueline) ..... 26.00 each
Overall Watermain Map (blueline) ..... 9.00 each
Overall Sanitary Sewer Map (blueline) ..... 9.00 each
Overall Storm Sewer Map (blueline) ..... 9.00 each
Master Storm Sewer Plan (book form) ..... 50.00 each
Master Watermain Plan (book form) ..... 38.00 each
Master Sanitary Sewer Plan (book form) ..... 38.00 each
Master Road Plan (book form) 1998 HRC ..... 50.00 each
Municipal Civil Infraction for Various Soil Erosion and Sedimentation Control Regulations:
First and Subsequent Repeat Offenses 750.00
Municipal Civil Infraction for Unabated Knowing Violations of City Code Chapter 17:
Each Violation 5,000.00
First Repeat Offense 7,500.00
Second and Subsequent Repeat Offenses 10,000.00
Municipal Civil Infraction for Unabated Knowing Violations After a Notice of Determination:
Each Violation 10,000.00
First Repeat Offense 15,000.00
Second and Subsequent Repeat Offenses 20,000.00

*Class 1 projects include drain enclosures, channel improvements, sanitary sewer, water main, and pavement overlay.

**Class 2 projects include new road construction or reconstruction, bridges, pumping stations, etc.

Sec. 3.06

FIRE DEPARTMENT:

Fire Reports: First Page (Non-FOIA) 12.00
Additional Pages (Non-FOIA) 1.00
Digital Photographs:
5" x 7" Color Print (Non-FOIA) 33.00
8" x 10" Color Print (Non-FOIA) 33.00
8" x 10" Contact Sheet (Non-FOIA) 33.00
Compact Disc (Non-FOIA) 26.00
Burning Permit 205.00
Fireworks Sales Permit 730.00
Fireworks Display Permit 730.00
Close Proximity Pyrotechnic Display Permit 730.00
Board of Code Appeals 245.00
Witnessed Acceptance Test Fee 173.00
Off-Hour Witnessed Acceptance Test Fee (3 hour minimum) 797.00

Each additional hour 266.00
Reinspection Fee for Witnessed Acceptance Test 173.00
Phase I Site Inspection (1 hour minimum) ..... 61.00 + 36.00 per hour
Special Fire Prevention Inspection (festivals, craft shows, carnivals, haunted houses, flea markets)
- Each Inspection 188.00
- Each Re-Inspection 188.00
- Off-Hour Inspection (3 hour minimum) 266.00
  - Each Additional Hour 78.00
- Off-Hour Re-Inspection (3 hour minimum) 266.00
  - Each Additional Hour 78.00

Plan Review Fee 163.00
Resubmitted Plan Review Fee 54.00
Explosive Materials Permit Fee 200.00
Requested Fire Services (Schools, Businesses, Hazmat Incidents, etc.) ..... Cost + 30%
Reinspection Fees:
- First Reinspection ..... No Fee
- Second and Subsequent Reinspections 116.00

False Alarm Fees: (within a 12 month period)
- First Response ..... No Fee
- Second Response 155.00
- Third Response 325.00
- Fourth and Subsequent Responses 655.00

Municipal Civil Infraction:
- First Offense Each Violation 150.00
- First Repeat Offense 375.00
- Second Repeat Offense 750.00
- Third and Subsequent Repeat Offenses 1,500.00

Municipal Civil Infraction for Violation of a Stop Work Order:
- First Offense Each Violation 150.00
- First Repeat Offense 375.00
- Second Repeat Offense 750.00
- Third and Subsequent Repeat Offenses 1,500.00

Sec. 3.07

NEIGHBORHOOD SERVICES:

Administrative Warrant 125.00
Board of Ordinance Nuisance Abatement Appeals 225.00
Board of Ordinance Noxious Weed Appeals 50.00
Single Family Res. Non-Homestead Inspection Fee (biennial) 130.00
Nuisance Abatement Administrative Fee 25%
Nuisance Abatement Agreement Execution Fee ..... Attorney Fee + 25%
Sidewalk Snow Removal Fee ..... Cost + 25% + 59.00
Claimed Signs:
- 16 sq. ft. or less ..... 5.00 each
- 17 – 31 sq. ft. ..... 25.00 each
- 32 sq. ft. and over ..... 120.00 each

Code Enforcement Inspection 58.00

Real Estate Sign Removal Fee ..... Contract Costs + 25% Administration Fee
Municipal Civil Infraction (Residential Parking and Signs):
Each Violation..... 100.00
First Repeat Offense..... 250.00
Second and Subsequent Repeat Offenses..... 500.00
Municipal Civil Infraction for Prohibited Parking during a Snow Emergency:
Each Violation..... 25.00
First Repeat Offense..... 100.00
Second and Subsequent Repeat Offenses..... 125.00

Sec. 3.08

PARKS & RECREATION:

Pavilion Rental:
Weekday (Resident)..... 68.00
(Non-Resident)..... 102.00
Weekend (Resident)..... 91.00
(Non-Resident)..... 136.00
Picnic Kits:
Weekday (Resident)..... 11.00
(Non-Resident)..... 16.00
Weekend (Resident)..... 31.00
(Non-Resident)..... 46.00

School Field Trips (WCS/UCS Schools)..... 31.00
(All Other Districts per class)..... 46.00
Children's Nature Classes (Resident)..... 8.00
(Non-Resident)..... 12.00
Scout Badge Classes (Resident)..... 9.00
(Non-Resident)..... 13.00
Birthday Parties (Resident)..... 118.00
(Non-Resident)..... 153.00

1 Child Per Family (Resident)..... 51.00
(Non-Resident)..... 76.00
2 Children Per Family (Resident)..... 57.00
(Non-Resident)..... 86.00
Summer Playground:
Resident..... 106.00
Non-Resident..... 159.00
Field Trip Bus Fee (Per Person)..... 8.00
Special Recreation Dances:
Pre-Registered (Resident)..... 7.50
(Non-Resident)..... 10.50
Registration at the Door (Resident)..... 9.50
(Non-Resident)..... 13.50
Staff Registration..... 1.00
Prom Dance – Individual (Resident)..... 17.50
(Non-Resident)..... 26.25
Special Recreation Playgrounds:

Physically or Otherwise Health Impaired (P.O.H.I.) – Individual (Resident)..... 159.00
(Non-Resident)..... 239.00
Physically or Otherwise Health Impaired (P.O.H.I.) – Family (Resident)..... 268.00
(Non-Resident)..... 402.00
Mentally Impaired (M.I.) – Individual (Resident)..... 159.00
(Non-Resident)..... 239.00
Mentally Impaired (M.I.) – Family (Resident)..... 268.00
(Non-Resident)..... 402.00

Special Recreation:
Crafts (Resident) 8.00
(Non-Resident)..... 12.00
Creative Cooking (Resident)..... 8.00
(Non-Resident)..... 12.00
Line Dance Exercise (Resident) 45.00
(Non-Resident) 67.00
Softball – Individual (Resident) 50.00
(Non-Resident)..... 65.00
Softball – 2nd player - Same Family (Resident) 40.00
(Non-Resident)..... 55.00
Softball – 3rd player - Same Family (Resident)..... 30.00
(Non-Resident)..... 45.00

Farmers Market:
Advanced Pay-Full Season..... 332.00
Per-Day Rate 23.00
Electricity (Additional Fee Per Day)..... 5.00
Vendor Alcohol Permit Per Day 5.00
Vendor Alcohol Permit Full Season..... 51.00

Coffeehouse Tickets:
Advance Tickets (Resident) 15.00
(Non-Resident) 19.00
Subscription (Resident)..... 25.00
(Non-Resident) 33.00
At the Door Sales (Resident)..... 16.00
(Non-Resident) 21.00

Karate:
Resident..... 51.00
Non-Resident..... 66.00

Yoga/Fitness Classes:
Resident..... 43.00
Non-Resident..... 56.00

Zumba:
Resident..... 61.00
Non-Resident..... 79.00

Men’s Gym:
Resident..... 46.00
Non-Resident..... 59.00

Senior Boys Basketball 500.00
Men’s Softball..... 908.00
Co-ed Softball 592.00
Women’s Softball 592.00

Ball Field Rental Fees – Seasonal:
- Delia or LWB Park (per field per day):
  - MABF Teams/Church Teams 398.00
  - All Other Users 423.00
  - All Users – Lighted Fields Additional Fee (per day) 63.00
- Jaycee Park (per field per day):
  - MABF Teams/Church Teams 275.00
  - All Other Users 300.00

Ball Field Rental Fees – Daily:
- Delia or LWB Park (per field per day):
  - MABF Teams/Church Teams 69.00
  - All Other Users 79.00
  - All Users – Lighted Fields Additional Fee (per day) 64.00
- Jaycee Park (per field per day):
  - MABF Teams/Church Teams 47.00
  - All Other Users 57.00

Ball Field Request to Groom/Stripe Additional Fee ..... Cost + 25%

Soccer Field Rental Fees (per field per season):
- Travel Clubs:
  - Seasonal 1-3 days/week 570.00
  - Seasonal 4-7 days/week 870.00
- Camp/Other
  - Weekly (one week only) 204.00
  - Daily 85.00

Sand Volleyball League 233.00

Daddy/Daughter Dance:
- Resident Couple 46.00
- Non-Resident Couple 60.00
- Additional Resident Daughter 20.00
- Additional Non-Resident Daughter 25.00

Mother/Son Cookout:
- Resident Couple 18.00
- Non-Resident Couple 24.00

Gymnastics:
- One-half Hour Class (Resident) 46.00
  - (Non-Resident) 69.00
- One Hour Class (Resident) 57.00
  - (Non-Resident) 85.00

Dance:
- Fall Session (Resident) 53.00
  - (Non-Resident) 68.00
- Winter/Spring Session (Resident) 85.00
  - (Non-Resident) 110.00

30 Minute Dance Classes: .....
- Fall Session (Resident) 42.00
  - (Non-Resident) 54.00
- Winter/Spring Session (Resident) 54.00
  - (Non-Resident) 70.00

Ballroom:

Resident..... 41.00
Non-Resident..... 61.00
Senior Center Activities:
Arthritis Exercise (Resident)..... 5.00
(Non-Resident) 7.00
Exercise (Resident) 6.00
(Non-Resident) 9.00
Golf League (Resident)..... 17.00
(Non-Resident)..... 25.00
Line Dance (Resident)..... 5.00
(Non-Resident) 7.00
Senior News Subscription per year (Resident)..... 15.00
(Non-Resident) 22.50
Stained Glass Class (Resident)..... 7.00
(Non-Resident)..... 10.50
Tai Chi (Resident)..... 6.00
(Non-Resident)..... 9.00
Zumba Gold (Resident)..... 5.00
(Non-Resident)..... 7.00
Senior Bus Trip:
1 day……(Resident) 8.00
(Non-Resident)..... 12.00
2-4 days....(Resident) 15.50
(Non-Resident)..... 23.25
Extended..(Resident)..... 34.00
(Non-Resident)..... 51.00
SMART Bus Day Trips (Resident)..... 4.00
(Non-Resident)..... 6.00
Senior Activity Fee - per day (Resident)..... 0.25
(Non-Resident) 0.50
Senior Center Gymnasium Activities:
Track Usage Fee – After Hours (Resident)..... 1.00
(Non-Resident)..... 1.50
Gymnasium Usage Fee – After Hours (Resident)..... 2.00
(Non-Resident) 3.00
Parks and Recreation Plan..... 9.00

Sec. 3.09

PLANNING:

Special Approval Land Use 580.00
Temporary Use..... 424.00
Administrative Review..... 260.00
Temporary Use Vendor License 50.00
Variances to Subdivision Regulations 424.00
Right-of-Way Vacations 640.00
Rezoning Petition:
First Acre..... 1,805.00
Additional Acre..... 70.00
Public Hearing Postponements (Petitioner Requested)..... 47.00

Ordinance Text Amendment 1,805.00
Subdivision Plat 1,415.00
Each lot over 100 lots 9.50
Subdivision Open Space and One-Family Cluster Development 790.00
Tree Preservation – Site Plans and Plats 895.00
Tree Preservation – Single Family Lot (less than one acre) 195.00
Tree Preservation Administrative Fee ..... 25% of landscape plan inspection fees
Tree Preservation Inspection Fee (per inspection/re-inspection) ..... Payroll + 175%
No Tree Affidavit 126.00
Site Plan Review:
First Acre 433.00
Additional Acre 72.00
Site Plan Review by Planning Commission:
First Acre 581.00
Additional Acre 72.00
As Built Revisions 256.00
Master Land Use Report 40.00
Master Land Use Map 12.75
Subdivision Plat Print (per sheet) 12.75
Subordination of Lien 150.00
Zoning Board of Appeals:
Regular Meeting 430.00
Special Meeting 855.00
Zoning Compliance Letter 63.00
Landscape Plan Inspection ..... 25% of site plan fees
Municipal Civil Infraction:
Each Violation 150.00
First Repeat Offense 375.00
Second Repeat Offense 750.00
Third or Subsequent Repeat Offenses 1,500.00

Sec. 3.10

POLICE DEPARTMENT:

Police Reports:
First Page (Non-FOIA) 12.00
Additional Pages (Non-FOIA) 2.00
Clearance Letter 17.00
Noncriminal Fingerprint Card 26.00
Photos: 8” x 10” Color (Non-FOIA) 34.00
5” x 7” Color (Non-FOIA) 32.00
8” x 10” Contact Sheet (Non-FOIA) 32.00
Compact Disc (Non-FOIA) 47.00
Administrative Towing Fees: (Charged to Towing Company)
Inspection of VIN 24.00
Reports on TR-52 Tracking 29.00
Administration and Presence at Auction 600.00
Audio Tape Duplication Fee (Non-FOIA) 43.00
Video Tape, DVD, CD Duplication Fee (Non-FOIA) 47.00
Animal Give-up Fee:

No Euthanasia 40.00
Euthanasia 75.00
Animal Impoundment Fee (Released from Station) 32.00
Macomb County Daily Animal Care Fee 21.00
Animal Trap Rental Fee (per 5 days) 50.00
Animal 10-Day Quarantine Fee 250.00
Rabies Testing:
Euthanasia Not Required 77.00
Euthanasia Required 152.00
Treatment Rendered to an Animal ..... Cost
Use of Tranquilizer Equipment 155.00
County Animal Control Officer Fee ..... Cost
Personal Breathalyzer Test (PBT) 25.00
Booking Photo (Non-FOIA) 11.00
Notary Fee for Gun Permits 10.00
Park Alcohol Permit Fee 35.00
Temporary Liquor License Application Fee 35.00
Outdoor Service Permit 263.00
Requested Police Services (Schools, Businesses, Hazmat Incidents, etc.) ..... Cost + 30%
Towed Vehicle Impound Fee 30.00
Correctable Traffic Violation 10.00
Warrant Fee (All Warrants) 10.00
False Alarm Fees: (within a 12 month period)
First Response ..... No fee
Second Response ..... No fee
Third Response (Residential) 36.00
Third Response (Non-Residential) 101.00
Fourth Response (Residential) 68.00
Fourth Response (Non-Residential) 205.00
Fifth and Subsequent Responses (Residential) 135.00
Fifth and Subsequent Responses (Non-Residential) 405.00
Municipal Civil Infraction (including Animal Control Regulations):
Each Violation 150.00
First Repeat Offense 375.00
Second Repeat Offense 750.00
Third and Subsequent Repeat Offenses 1,500.00
Municipal Civil Infraction for Prohibited Parking during a Snow Emergency:
Each Violation 25.00
First Repeat Offense 100.00
Second and Subsequent Repeat Offenses 125.00
Municipal Civil Infraction for Youth Curfew Violations:
Each Violation 25.00
First Repeat Offense 50.00
Second and Subsequent Repeat Offenses 100.00
Municipal Civil Infraction for Violation of Bicycle Regulations (City Parks):
Each Violation 10.00
First Repeat Offense 25.00
Second and Subsequent Repeat Offenses 50.00

Sec. 3.11

PUBLIC LIBRARY:

Overdue fines (per day):	
Hardcover Books (maximum $15.00)	0.25
Paperback Books (maximum $5.00)	0.25
Magazines (maximum $5.00)	0.25
Audios (maximum $15.00)	0.25
Compact Discs (maximum $15.00)	0.25
DVD's (maximum $15.00)	0.25
Replacement Library Card	3.00
Suburban Library Cooperative Non-Resident Library Card	200.00
Black & White Copy/Computer Print	0.10
Color Copy/Computer Print	1.00
Microfilm/Microfiche Print (per copy)	0.20
Internet Use Without Library Card (per day)	4.00
Municipal Civil Infraction:	
Each Violation	75.00
First Repeat Offense	150.00
Second or Subsequent Repeat Offenses	300.00

Sec. 3.12

PUBLIC WORKS DEPARTMENT:

Sewer Inspection	105.00
Sewer Tap	1,150.00
Sewer Capital/Unit	
Residential	855.00
Commercial/Industrial (per 1,000 sq. ft.)	440.00
Sewer Frontage (per front ft.)	71.00
Sewage Disposal Service Only (per billing)	80.00
Residential and Commercial Water Meters:	
¾" Remote	395.00
1" Remote	450.00
1 ½" Remote	770.00
2" Compound Remote	2,000.00
3" Compound Remote	3,530.00
4" Compound Remote	4,950.00
6" Compound Remote	7,340.00
Double Check Detector Assembly with Meter:	
3"	1,970.00
4"	2,070.00
6"	2,970.00
8"	5,380.00
10"	7,830.00
Water Inspection	105.00
Water Tap	
1"	1,090.00
1 ½"	1,490.00
2"	1,740.00
3"	3,490.00

4” 3,770.00
6” 4,310.00
Additional Charge for 86 ft. wide street:
1” 350.00
1 ½” 400.00
2” 540.00
Additional Charge for 120 ft. wide street:
1” 690.00
1 ½” 890.00
2” 1,150.00
Additional Charge for 204 ft. wide street:1,440.00
1” 1,640.00
1 ½” 2,090.00
2” 2,980.00
Water Capital/Unit:
Residential 670.00
Commercial/Industrial (per 1,000 sq. ft.) 360.00
Water Frontage (per front ft.) 40.00
Monitor Surcharge .....per City of Detroit Industrial Waste Control Rate Structure
Water Turn On Fee 91.00
Water Service Fee (avoidable & repeat visits) 91.00
Water Service Abandonment Fee:
Residential 470.00
Commercial ..... Contract Costs + 940.00
Sewer Service Abandonment Fee 105.00
Water Service Re-Use Fee
Residential 470.00
Commercial ..... Contract Costs + 940.00
Sewer Service Re-Use Fee 105.00
Water Meter Testing Fee 104.00
Water Meter Rescheduling Fee 91.00
Non-Compliance with Back Flow Fee 214.00
Automatic Fixed Network Meter Read Permit 174.00
Final Water Meter Read 35.00
Final Water & Sewer Bill Preparation Fee 14.00
Citizen Water Service Request – after hours 91.00
Public Works Services Provided ..... Cost + 25%
Water Meter Removal/Reinstallation for common area irrigation system 199.00
Landlord/Tenant Affidavit Filing Fee 155.00
Fire Hydrant Rental – Payable by City 26.50
Private Use of Fire Hydrant:
Per Hydrant .....110.00 per month + 330.00 water usage deposit
Bypass Inspection Fee .....Back bill + 140.00
Common Area Irrigation System Permit 390.00
Planting of tree in right-of-way 205.00
Culvert installation permit 94.00
Ditch enclosure permit 94.00
Monitoring well installation permit 450.00
Sewer connection to discharge treated ground water 450.00
Cutting of noxious weeds ..... Contract costs + 60% administrative fee + 34.00 fine

Special Pickup/Additional Refuse Collection ..... Contract costs + 25% administrative fee
Refuse Collection Fees (Schools) .....Contract costs
Refuse Collection Fees (Mobile Home Parks and Apartment Complexes) .....Contract costs
..... + 5% administrative fee – refuse taxes paid
Curbside Recycling License (min. $1,500/year)..... 1% of program revenue based upon previous year
Debris Removal Fee.....Contract Costs + 25% administrative fee
Tree Branch Chipping Fee 65.00
Fleet Services Requested by Other Cities ..... Cost + 30%
Municipal Civil Infraction:
Each Violation..... 150.00
First Repeat Offense..... 375.00
Second Repeat Offense 750.00
Third and Subsequent Repeat Offenses..... 1,500.00
Municipal Civil Infraction for Trash Placed at Curb Outside of Permitted Hours:
Each Violation..... 25.00
First Repeat Offense..... 50.00
Second and Subsequent Repeat Offenses..... 100.00
Municipal Civil Infraction for Violation of a Mandatory Water Restriction:
Each Violation..... 25.00
First Repeat Offense..... 50.00
Second and Subsequent Repeat Offenses..... 100.00
Municipal Civil Infraction for Raking Leaves Into Street:
Each Violation..... 25.00
First Repeat Offense..... 50.00
Second and Subsequent Repeat Offenses..... 100.00

Sec. 3.13

TREASURY OFFICE:

Bounced Check Fee 30.00
Delinquent Bill to Tax Roll Penalty (excluding Water & Sewer).....17%
Late Payment Penalty.....6%
Penalty Assessment on Delinquent Taxes.....3%
Attorney Review Fee for Liens or Discharges..... 79.00
Subordination of Lien 510.00
Annual Lien Penalty..... 6% + lien filing costs
O.U.I.L./O.U.I.D. .....325.00 + additional reimbursements
Property Tax Administration Fee (P.T.A.F.) 1%
Municipal Civil Infraction for Failure to Pay Police or Fire False Alarm Invoices:
Each Violation..... 150.00
First Repeat Offense..... 375.00
Second Repeat Offense 750.00
Third and Subsequent Repeat Offenses..... 1,500.00

ARTICLE IV

The City Manager is hereby authorized to make transfers within the budgetary centers established in this ordinance but all transfers between budgetary centers, contingencies, reserves, and fund balances shall be

made only by further action of the City Council pursuant to law; the City Manager is hereby authorized to sign letters of severance after notifying the City Council and establish City programs which are a de minimis, but necessary expenditure for the benefit of the recipient employee and funded through appropriations in this ordinance; the City Manager is hereby authorized to release bidding documents for those capital items and recurring commodities expressly authorized within appropriations in this ordinance for public review by the City Council following receipt of bids.

ARTICLE V

SEVERABILITY

If any clause, sentence, paragraph, or part of this ordinance, or the application thereof to any person or circumstance, shall for any reason be adjudged by any Court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of this ordinance and the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of this body that the ordinance would have been adopted had such invalid provision not been included.

ARTICLE VI

EFFECTIVE DATE

This ordinance shall become effective upon publication.

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

NAYES: None

ABSENT: None

City of Sterling Heights
City Clerk

INTRODUCED: 12/20/16
ADOPTED: 01/03/17
PUBLISHED: 01/11/17
EFFECTIVE: 01/11/17

3. CONSENT AGENDA

Moved by Koski, seconded by Taylor, **RESOLVED**, to approve the Consent Agenda:

A. To approve the minutes of the Regular Meeting of December 20, 2016, as presented.

B. To approve payment of the bills as presented: General Fund - $381,236.10, Water & Sewer Fund - $143,813.66, Other Funds - $1,128,402.16, Total Checks - $1,653,451.92.

C. **RESOLVED**, to direct the City Attorney to prepare the necessary agreement to vacate three (3) existing water main easements for the proposed Mayco International Building Additions, Section 9, PSP16-0032, EG16-0035, and the Mayor and City Clerk are hereby authorized to sign the agreement on behalf of the City; AND

RESOLVED, that City Council indicates no objection to the issuance of a building permit for the Mayco International Building Additions, Section 9, PSP16-0032, EG16-0035, subject to the following:

1. That site plans and building plans be approved by City Administration prior to issuance of a building permit;
2. That the Applicant pay all costs incurred by the City in the preparation of the easement vacation document(s), including attorney fees; and
3. That Applicant agrees in writing to indemnify and hold the City, its officers and employees, harmless from all damages to persons or property arising from construction activities in the existing easements prior to completion of the vacation process.

D. **RESOLVED**, to award the bid for medical and physical evaluations of Sterling Heights firefighters to Professional Health Services, Inc., 83 South Eagle Road, Havertown, PA 19083, at unit pricing bid.

Yes: All. The motion carried.

4. CONSIDERATION

Mayor Taylor stated this is a request by the Warren Education Association's Scholarship Foundation for recognition as a local non-profit organization for the purpose of obtaining a State of Michigan Charitable Gaming License.

Mr. Bob Callender, President of the Warren Education Association (WEA), as well as President of the WEA Scholarship Foundation, stated they have close to 900 teachers they represent throughout Warren Consolidated Schools, and they are honored to offer a scholarship each year to one of their high schools, as well as their community high school program. They provide a minimum $1,000 scholarship to each of those programs, and they have they have been running their WEA non-profit Scholarship Foundation since 2008. They have funded their scholarships through member contributions, generally in the form of a bowling fundraiser. They would like to hold a reverse raffle, but are first required to be recognized as a non-profit organization by the State of Michigan. They make sure their scholarship applicants are planning to attend public universities within the State of Michigan, so the dollars go back into the local colleges.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, that the request from The Warren Education Association Scholarship Foundation, of Sterling Heights, County of Macomb, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license be considered for approval; provided, however, that this action is not an endorsement of the organization and the City of Sterling Heights should not be listed on any promotional materials associated with their charitable gaming activities.

Councilwoman Schmidt stated this is a technicality that is required of all non-profits to go through the State of Michigan for fund-raising purposes. She commented that this organization does a great thing for the kids in Sterling Heights, and she appreciated their hard work.

Yes: All. The motion carried.

5. Mr. Chris McLeod presented a request under consideration for a First Amended Consent Judgment in the case, *Mount 19, LLC vs. City of Sterling Heights,* Macomb County Circuit Court Case No. 77-3913-CH to facilitate the construction and operation of a gasoline service station on property situated on the east side of Mound Road, between Goff and Stacy Avenues. He provided background for this property, explaining that the City entered into a Consent Judgment with the original plaintiffs in 1977 to allow the property to be developed with uses permitted under B-1 Local Business District, which is similar to the C-1 zoning designation in the City's current Zoning Ordinance. The property was developed

with a delicatessen and market selling liquor. Mr. McLeod reviewed the zoning of and developments on the surrounding parcels, and stated the subject property is indicated on the Master Plan as "Transitional". The proposal is for the addition of six (6) gasoline pumps and a covered canopy, and the retail portion with liquor sales will remain. He outlined the improvements that will be made to the site, as well as the petitioner's willingness to limit the hours of operation for the new gasoline service station to between 7 a.m. and 10 p.m. Mr. McLeod addressed the landscaping, which will bring the sign into compliance with the required street frontage trees, shrubs and berm. The petitioner provided a photometric study indicating the lighting will be at zero before it gets to the eastern property line. He addressed a sign variance which would permit a second ground sign that would provide for posting of daily gasoline prices. He confirmed that residents and business owners within 300 feet of the property were notified of this meeting.

Mr. Phil Ruggeri, representing the petitioner, stated they have assured the neighbors there will not be a problem with this development, and met with two of the five neighbors on Mulberry, having talked on the phone with another two neighbors. They were each provided plans, and other than one neighbor who did not want anything to go on that property, the others did not voice objections. He had pointed out to them the proposed landscaping along the 6-foot wall, stating there is a 47-foot buffer. He showed some photographs taken from the residential properties looking at the subject site, and he stated with the proposed addition of the berms and

trees, along with the wall, it will be difficult for the residents to see the commercial development from their properties. He stated there will be no noise because there are no sound devices on the pumps. Mr. Ruggeri introduced the owner of the current market, stating the owner spent over $1 million on that property and is now investing another $650,000 on the pumps. Mr. Ruggeri cited other gas stations that have liquor sales, including Meijers, and he emphasized that the owner wants to be a good neighbor.

Mr. Chris Leer – liked the idea of trees and wall but questioned what happens if trees die; opposed to request; does not feel the area needs another gas station.

Mr. Michael Pantano – resident of Sterling Heights for 30+ years; opposed to proposal; concerned it is crowded into a small area and potentially hazardous to neighbors; concerned about potential traffic problems and hours of operation; gas stations should be on corner parcels.

Resident (unidentified) – opposed to proposal; liquor sales and gas sales on same property are not a good mix; unneeded service to community because there are other gas stations at corners of major intersections; concerned with traffic, noise, fumes and underground tanks.

Mr. Charles Jefferson – questioned whether notification went out to residents within 300 feet.

Ms. Jazmine Early – questioned a gas station in the middle of the block.

Mr. Joe Judnick – did not receive notification but estimated he is within 300 feet of the subject parcel; neutral on the proposal but stated residents in opposition have good arguments; many gas stations in the area do not sell liquor.

Mr. Giulio Russo – questioned definition of "light industrial"; opposed to a gas station at this location.

Mr. Paul Smith – discussed landscaping and installation of gas pumps at subject location.

Moved by Skrzyniarz, seconded by Taylor, **RESOLVED**, to approve the First Amended Consent Judgment for entry in *Mound 19 LLC vs. City of Sterling Heights*, Macomb County Circuit Court Case No. 77-3913-CH, and authorize the City Attorney to sign all documents required in conjunction with this approval.

Councilman Skrzyniarz stated the trees will help to buffer the noise and improve the aesthetics of the site. He could not see how this is an undue burden for residents behind this location, especially considering the additional landscape being put in. He supports the request.

Councilwoman Schmidt questioned whether Council is legally obligated to amend the Consent Judgment. She sympathized with the petitioner but stated he is not the original owner. She stated the land use for the property is currently retail, but the addition of the gas pumps would add a use that is more intense in the area. She stated her opposition to the request and will be voting "no" on the motion.

Councilwoman Koski inquired as to whether the Amended Consent Judgment will require the trees must be kept alive or otherwise they will have to be replaced.

Mr. Kaszubski replied that the petitioner is required to maintain all the trees and the petitioner is required to replace them if they die. If he does not replace them, the City can do it and bill the property owner. He stated the matter could also be handled through the court as part of the condition of the Consent Judgment.

Councilwoman Koski stated the City is encouraging the update of commercial buildings and businesses, but questioned a gas station in the middle of the block.

Mr. McLeod stated gas stations are typically on corners because they are easier to buffer and require bi-directional traffic, but the proposed plan provides a very aesthetic gas station, and they have mitigated all potential nuisances. They are also bringing the landscaping into compliance with the current ordinance requirements.

Councilwoman Koski stated the landscaping they are offering is good. She stated her rear yard backs up to Hayes, and there is a gas station across the street. Between her 6-foot fence and several spruce trees planted on a berm, she does not see the gas station at all, and does not hear any noise emanating from the site. The proposed landscaping is denser than what she has in her backyard, so once the trees grow, the neighbors will appreciate it. She questioned how the tankers will access the site to fill the tanks with only one ingress and egress.

Mr. McLeod stated the trucks will be forced to make several turns on the site, and they will have to work it out because the City will not allow them to back into or out of the site.

Councilwoman Koski questioned whether that is something that should be worked out prior to approval.

Mr. McLeod replied that it is possible but it will involve the business making sure the truck driver complies. The truck will have to pull in, travel along the south end of the site, and this will have to occur during off hours because they will need the parking spaces along the east side in order to maneuver the truck.

Councilman Shannon stated it will be difficult for the trucks to get in and out, but that is something the business owner must work out. He stated this is a business where there is already a lot of traffic.

Mr. McLeod replied to inquiry that the Master Plan indicates that residential properties be transitioned out along Mound Road.

Councilman Shannon stated it may not be an ideal location for a gas station because a corner location would draw more business from traffic in all directions. He stated, however, that the petitioner owns his business at this location and he wants to put the gas pumps in to bring more people into his store so he can make more money. He wished the owner success in this endeavor. He compared it to Zazz Gas Station on 15 Mile, west of Mound, where the owner does great business because of his low gas prices. He did not anticipate the fumes will be a problem because they can be mitigated. He was in support of the proposal.

Mayor Pro-Tem Ziarko stated this is the reverse of the typical pattern, where the owner generally starts with a gas station and adds a convenience store. She questioned where there is another gas station located in such close proximity to residential homes.

Mr. McLeod replied that Zazz Gas Station is situated on property that is adjacent to the residentially-zoned property to the west, but the distance may be slightly greater than in the proposed development.

Mayor Pro-Tem Ziarko inquired as to whether there are any other gas stations in the area that have only one ingress/egress.

Mr. McLeod replied to inquiry that he could not recall any other stations with one ingress/egress, although he is not opposed to having one. The trend for a gas station or standard retail site is to reduce curb cuts.

Mayor Pro-Tem Ziarko stated she is opposed to this proposal because of its proximity to residential property and because of it having only one ingress/egress.

Mayor Taylor addressed an earlier comment about no right turns allowed onto Higgins Avenue, but clarified that is not because of the speed limit on Mound, but it is so motorists do not use that street as a cut-through. He stated his main concern is the abutting residential area and what the petitioner is doing to mitigate any impact on those residents. He stated concern has been expressed in the past about the “small business owners”, and he questioned what the City will be doing for this business owner if they deny this request for him to expand. He stated the current owner has been a model business owner in the City, and he is doing

everything he can to have a minimal impact on the surrounding properties. Mayor Taylor stated that Zazz Gas Station is not on a corner, has two ingress/egress points on a very tight site, and is close to residential property. He stated this is a good proposal for what the applicant wants to do, and he is in support of it.

Councilwoman Koski inquired as to what will happen to the overhead wire over the rear portion of the site.

Mr. McLeod replied there is a utility pole located in the current parking lot, and the main purpose of the "island" is to protect that utility pole. The utility pole and overhead line will remain in that location, and will still provide sufficient room for emergency vehicle clearance. Relocating the line to the east would result in a significant cost, as well as limiting what can be planted in that area.

Councilwoman Koski inquired as to whether Mr. McLeod is satisfied with this project.

Mr. McLeod replied that, in terms of having a gas station on this site, the petitioner is providing a good plan, with plantings on as much of the property as possible, a decorative canopy over the gas pumps, the addition of a dumpster enclosure, provision for a patio space, inclusion of a pedestrian connection to the walkway on Mound Road, limited hours of operation and no audible devices on the pumps. He stated if they are going to have a gas station at this location, this is the best plan, and the question is whether the City feels comfortable having a gas station at this location.

Yes: Skrzyniarz, Taylor, Shannon, Koski.

No: Ziarko, Schmidt. The motion carried.

COMMUNICATIONS FROM CITIZENS

Mr. Michael Radtke Jr. – mural at Ventimiglia Italian Foods was covered due to ordinance violation.

Mr. Joel Thomas – work done at James Nelson Park; questioned whether garbage can has been removed from the river.

Ms. Sanaa Elias – City Council vacancy and her support of Ms. Early.

Mr. John Spica – City Council vacancy and his support of Ms.Sierawski.

Mr. Charles Jefferson – petitions for those interested in City Council seat; questioned meeting schedule for budget; condition of Mound Road.

Mr. Giulio Russo – proposed gas station located in close proximity to residential properties; violations issued for businesses not removing snow; cost of water meters.

Mr. Thomas Neil – public comments and subsequent follow-up by City; maintenance schedule of sewer lines; condition of Schoenherr north of 15 Mile Road.

Mr. Paul Smith – pleased with large number of well-qualified applicants for vacant City Council seat; ordinances clearly state that signs painted on walls, aka “murals”, are not allowed.

Mr. Dennis White – questioned public comment time beginning much later than 10 p.m. at recent meetings.

Mr. Joe Judnick – Mr. Romano's final comments at his last meeting; protocol for police and firefighters with regard to drunk driving.

6. Moved by Ziarko, seconded by Skrzyniarz, **RESOLVED**, to postpone the appointment to the Beautification Commission to the February 21, 2017 regular City Council Meeting.

Yes: All. The motion carried.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool reported that the Budget Hearing schedule will be presented at the next City Council Meeting. He addressed earlier comments about the poor condition of Mound Road, stating it is a county road and the City has no jurisdiction over it. It is estimated to cost $150 million to reconstruct it, and until funding is secured for that project, the County is left with repairing Mound on an as-needed basis, currently spending between $2 million and $3 million for the repairs. He assured the County, as well as the City of Warren and the City of Sterling Heights, is doing all they can to help secure the funding. He added that Schoenherr is also a county road, and is scheduled to be redone next year beginning at 15 Mile Road and going north to Metro Parkway. He hoped the County will soon be announcing improvements to Metro Parkway from Van Dyke to Schoenherr, which is also in bad shape and needs to be redone.

Mr. Kaszubski stated he has nothing to report.

UNFINISHED BUSINESS/ NEW BUSINESS

Councilman Skrzyniarz stated he has been asked by residents what they can do to help out the police officers and firefighters in appreciation for their dedicated service to the community. He added it is especially difficult for them having to be outside every day in these cold months, and he suggested dropping by the station with donuts or a baked good of some type would be a nice gesture that is certainly not asked for but would be appreciated. Councilman Skrzyniarz addressed an earlier comment made by a citizen, and requested that citizens who approach Council should do so with respect. He stated reducing the 7-minute time limit for public comments was brought up last year and was voted down, but he stated he would like to see that time limit lowered. He felt three minutes is more than enough time for a resident to make a public comment, and he indicated he would be willing to vote in favor of lowering that time limit to three or four minutes.

Mayor Pro-Tem Ziarko inquired as to who can bring a discussion on time limitation for public comments back to the Council for a discussion.

Mr. Kaszubski replied to inquiry that it can be brought back to the City Council for a new discussion and a new vote.

Mayor Pro-Tem Ziarko reported that the County Executive is looking into the water bills, but at this point, they do not know where the money is going to come from to pay for the recent sewer break, and that is currently their priority.

Councilman Shannon stated that each presentation made by applicants for the vacant City Council seat was limited to three minutes, and in that time frame, they were each able to sell themselves and address their goals and vision for the City.

He stated being in favor of having a three-minute limit on public comments if it comes up for discussion again at a City Council meeting.

Councilwoman Schmidt addressed a resident's concern about the Communications from Citizens portion of the meeting not starting at 10 p.m. She explained that is because the Council finishes discussion and necessary action on the agenda item they are currently discussing at 10 p.m., and once that is completed, they then go to the Communications from Citizens. Councilwoman Schmidt inquired as to whether there is an option available to residents and business owners with regard to the type of water meter, and whether the cost of that meter is being discussed with the customer prior to installation.

Councilwoman Koski responded to a citizen's earlier comment by stating the reason she asked Mr. McLeod so many questions is because he is a city planner. She is not a city planner, does not have her own agenda, and wants to think, reason and question in order to make a decision that is in the best interest of the City of Sterling Heights, which includes all residents. She stated she was drawing on his expertise as a planner so she could make her decision.

Mayor Taylor stated the presentations made tonight by the applicants for the vacant City Council seat were phenomenal, and that each applicant carefully prepared and condensed their presentation to meet the three-minute time limit. He did not see where another three or four minutes would have been a benefit, and added that if the discussion comes back to the Council regarding length of

time permitted for citizen comments, he would be willing to consider a reduction of the current seven-minute limit.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 11:29 p.m.

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF

January 17, 2017

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	$479,517.86			$479,517.86
WATER & SEWER FUND	$2,776,163.10			$2,776,163.10
OTHER FUNDS	$862,015.91		$77,320.36	$784,695.55
TOTAL CHECKS	$4,117,696.87	$0.00	$77,320.36	$4,040,376.51

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY

DELIVERED JAN 12 2017

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 3-C
Meeting: 01/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To purchase a LIFEPAK 15 V4 cardiac monitor/defibrillator and ancillary equipment (Total expenditure of $35,280.84).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

		Attachments			
MG	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:

- Personnel from the Sterling Heights Fire Department use cardiac monitors/ defibrillators in the course of emergency response runs on a daily basis. The Fire Department is requesting authorization to purchase one LIFEPAK 15 V4 monitor/defibrillator and ancillary equipment from Physio-Control Inc. to replace the oldest model in the inventory.

- Currently, the Fire Department deploys eight LIFEPAK units, with six assigned to front-line vehicles and two deployed as spares. The six front-line LIFEPAK units were acquired in fiscal year 2013/14 using a Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG).

- The new LIFEPAK unit being proposed will replace a unit deployed on a reserve Engine, which will allow the Engine to be Advanced Life Support (ALS) certified. The unit being replaced will be kept as a spare and used when a front line unit is in need of maintenance or repair. The spare will also facilitate training and be available for non-emergency responses such as a football game or other special event.

- The Fire Department standardized the model for monitors/defibrillators in fiscal year 2013/14 with the bid award to Physio-Control, Inc. for its LIFEPAK 15 model. Physio-Control has previously provided monitors/defibrillators as well as the automatic external defibrillators (AEDs) currently installed in City facilities for medical emergencies. Physio-Control has proven to be a capable and reliable vendor.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to purchase a LIFEPAK 15 V4 cardiac monitor/defibrillator and ancillary equipment from Physio-Control, Inc., 11811 Willows Road NE, P.O. Box 97066, Redmond, WA 98073-9706 in the amount of $35,280.84.

CITY OF STERLING HEIGHTS
STAFF REPORT
January 17, 2017

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

GENERAL INFORMATION:

The Fire Department utilizes cardiac monitors/ defibrillators on a daily basis on emergency runs. Presently the department has eight cardiac monitors/defibrillators: six front-line and two back up units. Like most technology-based equipment, these units are subject to obsolescence given new technology as well as new requirements established by the Macomb County Medical Authority. The monitor/defibrillator being replaced is a LIFEPAK 12, and does not have the CO measuring capability needed to qualify the fire apparatus on which it is deployed as advanced life-support (ALS) certified.

Authorization is being requested to purchase one (1) LIFEPAK 15 V4 cardiac monitor/defibrillator from Physio-Control, Inc. Funds in the amount of $35,300 are currently budgeted in 43733339 (Capital Projects Fund – Fire Extinguishment) Account 983000 (Fire Equipment).

STAFF ANALYSIS AND FINDINGS

In fiscal year 2013/14, a bid was awarded to Physio Control, Inc. to purchase six LIFEPAK 15 V4 cardiac monitors/defibrillators at unit prices bid. That purchase was funded through a Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG). The Fire Department has been satisfied with the quality and performance of the LIFEPAK 15 units as well as the level of service provided by Physio Control. As a result of this purchase in fiscal year 2013/14, the Fire Department has standardized its use and training of all cardiac monitors/defibrillators using the LIFEPAK 15 V4 model.

City Code §2-217(A) states "Competitive bids shall not be required with respect to the following purchases otherwise required by law: (6) Contractual services, supplies, materials, and equipment where the overriding consideration in purchasing is **compatibility** with existing contractual services, supplies, materials or equipment."

Accordingly, the overriding consideration of compatibility with the now standardized use of the LIFEPAK 15 V4 cardiac monitor/defibrillator merits the purchase of the same unit to fill the need for a replacement. No additional training of Fire Department personnel is required for this proposed purchase and the desired uniformity is preserved. In addition, the LIFEPAK 15 V4 cardiac monitor/defibrillator communicates with local hospitals as mandated by County protocols. This compatibility avoids the cost of additional equipment to satisfy the County protocols.

Please see the attached memorandum from the Fire Department for additional information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723
Robert Dempsey, Senior Account Representative
Robert.dempsey@physio-control.com

Sterling Heights
FIRE

Interoffice Memorandum

Date: December 7, 2016

To: Jim Buhlinger, Purchasing Manager

From: Matthew Ratliff, Training Chief

Subject: Life Pack 15 Cardiac Monitor

Jim,

Three years ago, the Sterling Heights Fire Department received a grant to replace our outdated Physio Life Pack 12 cardiac monitors. At the time, I was the EMS Coordinator. I requested trial periods for three different cardiac monitor manufacturers. I received a trial period for Phillips, Zoll, and Physio. All monitors performed similarly however the physio monitors were the same operation as the monitors we currently had. When the RFP went out, physio won the bid. This worked out well as we wouldn't have to purchase adapters for the AED's throughout the city nor would we have to train our Firefighters how to use the new monitor. Also, the other monitors utilized a different communication system to transmit a 12-lead strip to the hospitals per county protocol. If we were to purchase a different monitor other than Physio LP-15, we would have to purchase a communication system for the hospitals, adapters for the AED's in the city, replacement attachments for spare, and training on the new monitor. Therefore, I recommend we continue the relationship with Physio Control not only because they are proprietary to this equipment but also for continuity in our service delivery and for the immeasurable costs that would come with switching to a different cardiac monitoring system.

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

STERLING HEIGHTS FD
Attn: Kevin St. Peter, EMS Coordinator
41625 RYAN RD
STERLING HEIGHTS,MI 48314
(313) 726-7000
kstpeter@sterling-heights.net

Quote Number	00063245
Revision #	1
Created Date	12/14/2016
Sales Consultant	Robert Dempsey (734) 925-6404
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30
Expiration Date	12/23/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	1.00	48.00	-8.64	39.36	39.36
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	4.00	301.00	-54.18	246.82	987.28
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	4.00	637.00	-114.66	522.34	2,089.36
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-9.83	44.77	44.77
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-14.26	64.94	64.94
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	3.00	309.20	-55.66	253.54	760.63
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	453.60	-81.65	371.95	1,487.81
21996-000085	3G Modem (Verizon, customer has own data plan)	1.00	1,164.00	-209.52	954.48	954.48
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	34,960.00	-6,292.80	28,667.20	28,667.20

Subtotal	USD 35,095.84
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00
Grand Total	USD 35,280.84

Pricing Summary Totals	
List Price Total	USD 42,799.81
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -7,703.97
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 35,280.84

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

_____
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

_____
NAME

_____
TITLE

_____
DATE

Reference Number DD/02820201/118714

General Terms for all Products, Services and Subscriptions.
Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.
Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.
Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.
Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.
Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.
Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.
Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.
Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.
Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.
Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(i) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.
No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.
Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at http://www.physio-control.com/Documents/. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

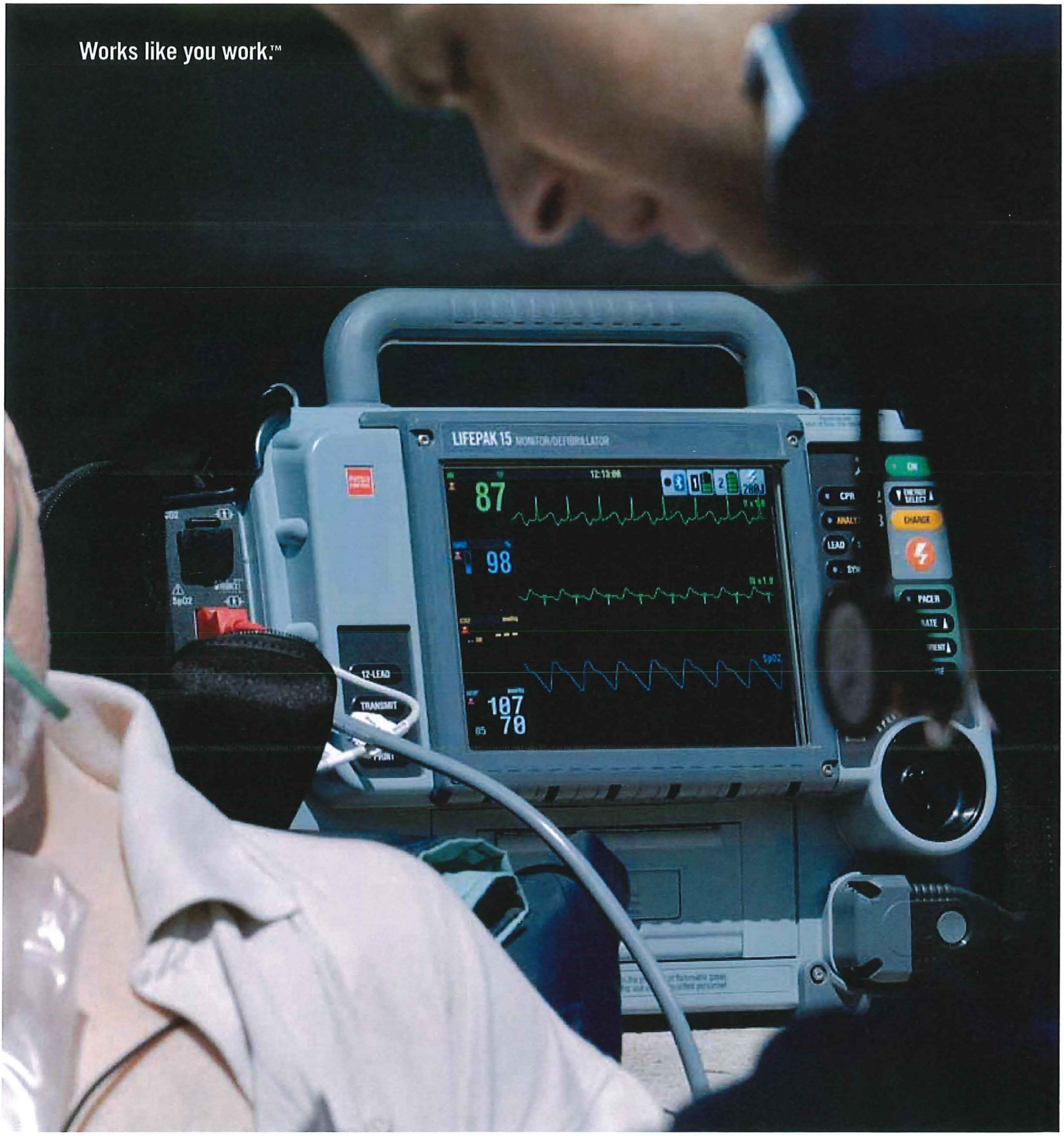
No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Physio-Control NASPO Pricing Effective April 1, 2016

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
LIFEPAK® 15						
Common Pre- Hospital Configurations						
LIFEPAK 15	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	EA	1	$ 23,725.00	$20,375.38
LIFEPAK 15	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 26,455.00	$22,719.97
LIFEPAK 15	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	EA	1	$ 27,505.00	$23,621.73
LIFEPAK 15	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 31,495.00	$27,048.44
LIFEPAK 15	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 34,960.00	$30,024.27
LIFEPAK 15	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 38,425.00	$33,000.09
Common Hospital Configurations						
LIFEPAK 15	99577-001939	LIFEPAK 15 Bluetooth	EA	1	$ 14,275.00	$12,259.50
LIFEPAK 15	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	EA	1	$ 19,105.00	$16,407.61
LIFEPAK 15	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	EA	1	$ 21,415.00	$18,391.50
LIFEPAK 15	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	$ 24,040.00	$20,645.91
LIFEPAK 15	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	EA	1	$ 28,555.00	$24,523.50
LIFEPAK 15	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	EA	1	$ 29,815.00	$25,605.62
Common Transport Configurations						
LIFEPAK 15	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 22,045.00	$18,932.56
LIFEPAK 15	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 33,490.00	$28,761.79
LIFEPAK 15	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 36,955.00	$31,737.62
LIFEPAK 15	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 40,420.00	$34,713.44
Nellcor Configurations						
LIFEPAK 15	99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	EA	1	$ 16,690.00	$14,333.55
LIFEPAK 15	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	EA	1	$ 19,735.00	$16,948.67
LIFEPAK 15	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 22,675.00	$19,473.62
LIFEPAK 15	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	$ 24,670.00	$21,186.97
LIFEPAK 15	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	$ 32,125.00	$27,589.50
LIFEPAK 15	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 34,120.00	$29,302.85
LIFEPAK 15	99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	$ 26,665.00	$22,900.37
Temperature Configurations						
LIFEPAK 15	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	$ 32,807.00	$28,175.65
LIFEPAK 15	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2,Bluetooth, Temp	EA	1	$ 36,272.00	$31,151.47
LIFEPAK 15	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	$ 39,737.00	$34,127.30
Government Configurations (Bluetooth Not Included)						

PHYSIO CONTROL

LIFEPAK® 15 MONITOR/DEFIBRILLATOR



Specifications

GENERAL

The LIFEPAK 15 monitor/defibrillator has six main operating modes:

AED Mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

Manual Mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

Archive Mode: for accessing stored patient information.

Setup Mode: for changing default settings of the operating functions.

Service Mode: for authorized personnel to perform diagnostic tests and calibrations.

Demo Mode: for simulated waveforms and trend graphs for demonstration purposes.

PHYSICAL CHARACTERISTICS

Weight:

Basic monitor/defibrillator with new roll paper and two batteries installed 8.6 kg (18.9 lb);

Fully featured monitor/defibrillator with new roll paper and two batteries installed: 9.1 kg (20.1 lb)

Lithium-ion battery: 0.59 kg (1.3 lb)

Accessory Bags and Shoulder Strap: 1.77 kg (3.9 lb)

Standard (hard) Paddles: 0.95 kg (2.1 lb)

Height: 31.7 cm (12.5 in)

Width: 40.1 cm (15.8 in)

Depth: 23.1 cm (9.1 in)

DISPLAY

Size (active viewing area): 212 mm (8.4 in) diagonal; 171 mm (6.7 in) wide x 128 mm (5.0 in) high

Resolution: display type 640 dot x 480 dot color backlit LCD

User Selectable Display Mode: full color or SunVue™ high contrast

Display: a minimum of 4 seconds of ECG and alphanumerics for values, device instructions, or prompts

Display: up to three waveforms

Waveform Display Sweep Speed: 25 mm/sec for ECG, SpO_2, IP, and 12.5 mm/sec for CO_2

DATA MANAGEMENT

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

Report Types:

- Three format types of CODE SUMMARY™ critical event record (short, medium, and long)
- 12-lead ECG with STEMI statements
- Continuous ECG (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory Capacity: Total capacity is 360 minutes of continuous ECG and 400 single waveform events.

Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

COMMUNICATIONS

The device is capable of transferring data records by wired or wireless connection.

Serial Port RS232 communication + 12V available

Limited to devices drawing maximum 0.5 A current

Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

MONITOR

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency Response:
Monitor: 0.5 to 40 Hz or 1 to 30 Hz

Paddles: 2.5 to 30 Hz

Lead Selection:

Leads I, II, III (3-wire ECG cable)

Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)

Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)

Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG Size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

Heart Rate Display:

20–300 bpm digital display

Accuracy: ±4% or ±3 bpm, whichever is greater

QRS Detection Range Duration: 40 to 120 msec

Amplitude: 0.5 to 5.0 mV

Heart Symbol: flashes for each QRS detection

Common Mode Rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz

SpO_2

Sensors: MASIMO® Sensors including Rainbow Sensors

Displayed Saturation Range: 50 to 100%

Saturation Accuracy: 70–100% (0–69% unspecified)

Adults/Pediatrics:
±2 digits (during no motion conditions)
±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO_2 pulsations are detected

SpO_2 Update Averaging Rate User selectable: 4, 8, 12 or 16 seconds

SpO_2 Sensitivity User selectable: Normal, High

SpO_2 Measurement: Functional SpO_2 values are displayed and stored

Pulse Rate Range: 25 to 240 bpm

Pulse Rate Accuracy (Adults/Pediatrics):
±3 digits (during no motion conditions)
±5 digits (during motion conditions)

Optional SpO_2 waveform display with autogain control

SpCO™

Sensor: Only Rainbow Sensors

SpCO Concentration Display Range: 0 to 40%

SpCO Accuracy: ±3 digits

SpMet™

Sensor: Only Rainbow Sensors

SpMet Saturation Range: 0 to 15.0%

SpMet Display Resolution: 0.1% up to 10%, then single digit resolution up to 15%

SpMet Accuracy: ±1 digit

NIBP

Blood Pressure Systolic Pressure Range: 30 to 255 mmHg

Diastolic Pressure Range: 15 to 220 mmHg

Mean Arterial Pressure Range: 20 to 235 mmHg

Units: mmHg

Blood Pressure Accuracy: ±5 mmHg

Blood Pressure Measurement Time: 20 seconds, typical (excluding cuff inflation time)

Pulse Rate Range: 30 to 240 pulses per minute

Pulse Rate Accuracy: ±2 pulses per minute or ±2%, whichever is greater

Operation Features Initial Cuff Pressure: User selectable, 80 to 180 mmHg

Automatic Measurement Time Interval: User selectable from 2 min to 60 min

Automatic Cuff Deflation Excessive Pressure: If cuff pressure exceeds 290 mmHg

Excessive Time: If measurement time exceeds 120 seconds

CO_2

CO_2 Range: 0 to 99 mmHg

Units: mmHg, %, kPA

Respiration Rate Accuracy:
0 to 70 bpm: ±1 bpm
71 to 99 bpm: ±2 bpm

Respiration Rate Range: 0 to 99 breaths/minute

Rise Time: 190 msec

Response Time: 3.3 seconds (includes delay time and rise time)

Initialization Time: 30 seconds (typical), 10-180 seconds

Ambient Pressure: automatically compensated internally

Optional Display: CO_2 pressure waveform

Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%),0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive Pressure

Transducer Type: Strain-gauge resistive bridge

Transducer Sensitivity: 5μV/V/mmHg

Excitation Voltage: 5 VDC

Connector: Electro Shield: CXS 3102A 14S-6S

Bandwidth: Digital filtered, DC to 30 Hz (< -3db)

Zero Drift: 1 mmHg/hr without transducer drift

Zero Adjustment: ±150 mmHg including transducer offset

Numeric Accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

Pressure Range: -30 to 300 mmHg, in six user selectable ranges

Invasive Pressure Display

Display: IP waveform and numerics

Units: mmHg

Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

Trend

Time Scale: Auto, 30 minutes, 1, 2, 4, or 8 hours

Duration: Up to 8 hours

ST Segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

Display Choice of: HR, PR (SpO_2), PR (NIBP), SpO_2,(%), $SpCO_2$(%), SpMet,(%), CO_2 ($EtCO_2$/$FiCO_2$), RR (CO_2), NIBP, IP1, IP2, ST

ALARMS

Quick Set: Activates alarms for all active vital signs and includes an indicator for which alarms are active.

VF/VT Alarm: Activates continuous Continuous Patient Surveillance System (CPSS) monitoring in Manual mode

Apnea Alarm: Occurs when 30 seconds has elapsed since last detected respiration

Heart Rate Alarm Limit Range: Upper, 100–250 bpm; lower, 30–150 bpm

INTERPRETIVE ALGORITHM

12-Lead Interpretive Algorithm: University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

PRINTER

Prints continuous strip of the displayed patient information and reports

Paper Size: 100 mm (3.9 in)

Print Speed: 25 mm/sec or 12.5 mm/sec

Optional: 50 mm/sec time base for 12-lead ECG reports

Delay: 8 seconds

Autoprint: Waveform events print automatically (user selectable)

Frequency Response:

Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz

Monitor: 0.5 to 40 Hz or 1 to 30 Hz

DEFIBRILLATOR

Biphasic Waveform: Biphasic Truncated Exponential

The following specifications apply from 25 to 200 ohms, unless otherwise specified:

Energy Accuracy: ±1 joule or 10% of setting, whichever is greater, into 50 ohms ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

Voltage Compensation: Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

Paddle Options: QUIK-COMBO® pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

Manual Mode

Energy Select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

Charge Time: Charge time to 360 joules in less than 10 seconds, typical

Synchronous Cardioversion: Energy transfer begins within 60 msec of the QRS peak

Paddles Lead Off Sensing: The transition point at which device changes from assuming that QUIK-COMBO electrodes are properly connected to patient to assuming that electrodes are not connected is 300±50 ohms.

AED Mode

Shock Advisory System™ (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

Shock Ready Time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "SHOCK ADVISED"

Biphasic Output: Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

cprMAX™ Technology: In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup Options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various time. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

PACER

Pacing Mode: Demand or non-demand rate and current defaults (user configurable)

Pacing Rate: 40 to 170 PPM

Rate Accuracy: ±1.5% over entire range

Output Waveform: Monophasic, truncated exponential current pulse (20 +1.5 msec)

Output Current: 0 to 200 mA

Pause: Pacing pulse frequency reduced by a factor of 4 when activated

Refractory Period: 200 to 300 msec ±3% (function of rate)

ENVIRONMENTAL

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

Operating Temperature: 0° to 45°C (32° to 113°F); -20°C (-4°F) for 1 hour after storage at room temperature; 60°C (140°F) for 1 hour after storage at room temperature

Storage Temperature: -20° to 65°C (-4° to 149°F) except therapy electrodes and batteries

Relative Humidity, Operating: 5 to 95%, non-condensing. NIBP only: 15 to 95%, non-condensing

Atmospheric Pressure, Operating: -382 to 4,572 m (-1,253 to 15,000 ft). NIBP only: -152 to 3,048 m (-500 to 10,000 ft)

Water Resistance, Operating: IP44 (splash proof, dust and sand resistant) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g

Shock (drop): 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

Shock (functional): Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

Bump: 1000 bumps at 15 g with pulse duration of 6 msec

Impact, Non-operating: IEC 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

EMC: EN 60601-1-2:2001 Medical Equipment - General Requirements for Safety - Collateral Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

Cleaning: Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

Chemical Resistance: 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextroxe (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

POWER

Dual battery: Capability with automatic switching

Low battery indication and message: Low battery fuel gauge indication and low battery message in status area for each battery

Replace battery indication and message: Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery Capacity For two, new fully-charged batteries, 20°C (68°F)

Operating Mode		Monitoring (minutes)	Pacing (minutes)	Defibrillation (360J discharges)
Total Capacity to Shutdown	Typical	360	340	420
	Minimum	340	320	400
Capacity After Low Battery	Typical	21	20	30
	Minimum	12	10	6

BATTERY

Battery Specifications

Battery Type: Lithium-ion

Weight: 0.59 kg (1.3 lb)

Voltage: 11.1V typical

Capacity (rated): 5.7 amp hours

Charge Time (with fully depleted battery): 4.5 hours (typical)

Battery indicators: Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

Charging Temperature Range: 5° to 35°C (41° to 95°F)

Operating Temperature Range: 0° to 50°C (32° to 122°F)

Long Term (>1 day) Storage Temperature Range: 0° to 35°C (32° to 95°F)

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED JAN 12 2017

City Clerk's Use
Item No: 3- D
Meeting: 01/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To purchase equipment and professional services to upgrade the City-wide IT network (Total expenditure of $217,898.36).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)		Attachments			
MG	City Clerk	__	Resolution	__	Minutes
	Finance & Budget Director	__	Ordinance	__	Plan/Map
MK	City Attorney (as to legal form)	__	Contract	__	Other
	City Manager				

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

Executive Summary:

- The City relies on the wide area network (WAN) to serve as the communication backbone for all information technology based connections between City buildings and the centralized servers and equipment. This includes data, voice, and video communications that are increasing annually. The last upgrade to the WAN was in 2005/2006 at which time 1GB connections between buildings and servers were provided. Based on current and proposed demand on the WAN, an upgrade to 10GB connections is recommended.

- Due to lean staffing in all offices and departments, the City continues to rely upon efficiencies realized through proper deployment of technology. If approved, this purchase will provide for the replacement of switches, cabling, and transceivers across the City's WAN, thereby upgrading the network capacity to handle future technology upgrades as recommended in the five-year technology plan.

- The City has standardized its computer equipment purchases through Dell, Inc. including personal computers, laptops, servers, compatible operating software as well as network switches.

- Rather than incur the time and expense associated with the City preparing and issuing its own invitation to bid, recommendation is being made to take advantage of the combined purchasing power of governmental and educational agencies across the United States and purchase Dell switches from Access Interactive, L.L.C., a Dell Authorized Contract Reseller, through a Midwestern Higher Education Commission (MHEC) master price agreement.

- Successful implementation of the City's WAN upgrades requires professional IT services.

Recommendation is being made to accept a proposal by Access Interactive, a preferred Dell partner. The Office of Information Technology has worked successfully with Access Interactive over the past seven years on several IT projects.

- Funding in the amount of $110,000 is appropriated for this project in the fiscal year 2016/17 Capital Projects Fund budget. This budget was established prior to the completion of the five-year technology plan which has since changed the scope of this project. A budget amendment is requested for the $107,898.36 balance of the project cost.

- Please see the attached departmental recommendation from the Office of Information Technology and supporting documentation for additional information.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to:

A) Purchase equipment to upgrade the IT City-wide network from Access Interactive, L.L.C.., 46665 Magellan Drive, Novi, MI 48377 through the Midwestern Higher Education Commission master price agreement, #MHEC-09C701.02, at a cumulative cost of $168,758.36;

B) Accept a proposal by Access Interactive, L.L.C., 46665 Magellan Drive, Novi, MI 48377 for professional IT services in connection with upgrade the IT City-wide network at a cost of $49,140;

C) Authorize a $107,898.36 budget amendment from General Fund reserves; and,

D) Authorize the City Manager to sign all required documentation on behalf of the City.

CITY OF STERLING HEIGHTS
STAFF REPORT
January 17, 2017

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

GENERAL INFORMATION:

Authorization is being requested to purchase equipment and professional services to upgrade the City-wide IT network. The equipment will be purchased at pricing available through a Midwestern Higher Education Commission master agreement, being #MHEC-09C701.02. The expenditure for this equipment purchase will be $168,758.36 and will include Dell switches, cabling and transceivers. Additionally, the professional IT services needed for this upgrade will be provided by Access Interactive, L.L.C., a vendor that has successfully provided computer equipment and services to the City over that past seven years.

Funding for the purchase of the network equipment in the amount of $110,000 is budgeted in 43717258 (Capital Projects Fund – Information Technology), 979000 (Computer Equipment). A budget amendment to appropriate General Fund reserves for the balance of project cost in the amount of $107,898.36 is requested.

STAFF ANALYSIS AND FINDINGS:

All technology based connections between the servers centrally located in Information Technology and outlying City buildings rely on the wide area network (WAN). The WAN is the backbone for the transmission of all forms of voice and data transmission. The capacity demands on the WAN are increasing annually.

The last upgrade to the WAN was completed in 2005/2006 at which time 1GB connections were provided between buildings and 100MB connections for individual computers (a/k/a clients). Based on current and projected demands on the WAN, an upgrade to 10GB (for buildings) and 1GB (for clients) is necessary.

If approved, this purchase will provide for the purchase of Dell switches in order to upgrade, or effectively replace the WAN infrastructure. In addition to supporting current demands, the upgrade to the WAN is necessary in order to support the storage area network (SAN) and phone systems proposed to be replaced over the next few years. These projects are priorities within the recently completed five-year technology plan.

The City has standardized its information technology system using Dell computer equipment for the following reasons:

- Decreased internal support costs and training as compared to multiple platforms.
- Development of a long-term replacement and upgrade policy with a known product and service.
- Improved vendor service, product benefits, and relationship.
- Disk imaging for faster repair and less downtime.
- Superior five-year warranty.

Upon review and analysis of available options, recommendation is being made to purchase the new equipment for the WAN upgrade at competitive pricing available through a Midwestern Higher Education Commission (MHEC) master price agreement with Dell Marketing, L.P.

MHEC is a non-profit 501(c)(3) interstate compact of twelve Midwestern states, statutorily established (MI PA Act 195 of 1990, Section 390.1531), in part, to negotiate and provide quality and affordable services for the entities within the member States, including Michigan. MHEC issued a Request for Proposals, evaluated all responses, accepted the proposal and entered into a Master Price Agreement with Dell Marketing L.P. through June 30, 2018.

Dell has provided a comprehensive list of authorized resellers under the terms and conditions of the MHEC agreement. Access Interactive, L.L.C. of Novi, Michigan is one of those resellers authorized in the State of Michigan. Dell has confirmed that Access Interactive participates in its PartnerDirect Certified Partner Program and is an Authorized Microsoft Reseller and Partner. The City has purchased Dell computer equipment from Access Interactive with positive product and service results.

The following computer network equipment will be purchased through Access Interactive under the MHEC master price agreement:

Quantity	Item	Unit Price	Total Cost
2	Dell S4048 Network Switch	$8,218.86	$16,437.71
23	Dell S3148P Network Switch	4,113.89	94,619.38
9	Dell S3124P Network Switch	2,690.37	24,213.29
2	Dell 40GB DAC x2	122.40	244.80
23	Stacking Cable for S3000 Switch	53.46	1,229.58
32	Transceiver SFP+10GbE LR 10km	612.50	19,600.00
28	Transceiver SFP+10GbE LR 220km	350.00	9,800.00
1,320	Cat6 Patch Cable	1.98	2,613.60
	Total Contract Purchase:		$168,758.36

Professional services, also available through Access Interactive, are needed to configure and install the above-identified Dell switches. The Office of Information Technology has utilized the professional services available through Access Interactive extensively over the past seven years. Access Interactive has successfully partnered with the industry leaders (i.e. Dell, Microsoft, Intel and VMware) to provide best practices and technology solutions.

Other organizations (i.e. Oakland County, Macomb County, Clinton Township, Macomb Community College, etc.) use Dell network equipment and Access Interactive for consulting and professional services for similar network infrastructure projects. The increase in interconnected systems (i.e. dispatch, judicial & criminal databases, court video-arraignment, etc.) supports the use of common vendors and equipment to ensure compliance with standardized methods and operational functionality.

City Code §2-217(A)(3) provides in relevant part:

> (A) Competitive bids shall **not** be required with respect to the following purchases unless otherwise required by law:
>
> > (3) **Professional and consultant services** (including legal, accounting, architectural, engineering, surveying, construction management, insurance, investment, advertising, marketing, fundraising, lobbying, insurance and health care administration, and **information technology** and energy efficiency consulting).

The Access Interactive proposal includes the following scope of services:

- Configuration – Dell core MDF Switching
- Preparation & Imaging – Dell Switch
- Deployment & Mounting – Dell Switch
- Configuration – Primary Dell Switches
- Installation – ON-SITE
- Visio Diagram Layout – Switch patch panel
- Project Management
- Testing & Optimization
- Training & Ongoing Support
- Disposal – Legacy switches

Access Interactive's proposal for the scope of services listed above reflects 332 hours of work by a Senior Engineer at an hourly rate of $145, or $48,140. An additional flat fee of $1,000 will provide installation of fiber at the Police Department to connect data closets to the City network. The total professional services fees are $49,140. Recommendation is being made to accept this proposal.

Please see the attached departmental recommendation for additional information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Access Interactive
46665 Magellan Drive
Novi, MI 48377
Kathie Patton-Eriksson, Senior Account Consultant
kpe@access-interactive.com

CITY OF Sterling Heights
InnovatingLiving

Interoffice Memorandum

Date: December 22, 2016

To: Jim Buhlinger, Purchasing Manager

From: Steven Deon, Information Technology Director

Subject: 2016/2017 Network Equipment Replacement

The 2016/2017 capital budget provides funding for the network equipment replacement in the amount of $110,000. The network equipment will be replaced in City Hall, Police, Library, Court, Upton House, Parks and Recreation, Senior Center, Public Works, Nature Center, Fire Administration, Fire Station 1, Fire Station 2, Fire Station 3, Fire Station 4, and Parks and Grounds. The network equipment replacement purchase will total $217,898.36. This project was budgeted prior to the completion of the five year technology plan. The five year technology plan changed the scope and cost of this project. Data center quality network equipment is needed to support the storage area network and phone system that will be purchased over the next few years. Existing campus wide multi-mode fiber required long range optics due to the age and distance of the fiber. This equipment is essential to all other technology projects recommended in the five year technology plan. Sterling Heights IT has worked with Dell Computer and Access Interactive to ensure the engineering and design of the equipment aligns with the five year technology plan. The Midwestern Higher Education Compact (MHEC), is a nonprofit regional organization assisting Midwestern states in advancing technology through interstate cooperation and resource sharing. The Office of Information Technology will leverage the MHEC pricing provided by Access Interactive for the equipment purchases described below.

Access Interactive
46665 Magellan Drive
Novi, MI 48377

Network equipment replacement unit prices and expected units to be purchased are presented below:

Dell S4048 Network Switch	$8,218.86	2	$16,437.71
Dell S3148P Network Switch	4,113.89	23	94,619.38
Dell S3124P Network Switch	2,690.37	9	24,213.29
Dell 40GB DAC x2	122.40	2	244.80
Stacking Cable for S3000 Switch	53.46	23	1,229.58
Transceiver SFP+10GbE LR 10km	612.50	32	19,600.00
Transceiver SFP+10GbE LR 220km	350.00	28	9,800.00
Cat6 Patch Cable	1.98	1320	2,613.60

The replacement of the network switching equipment will require professional services. The Sterling Heights IT department has been working with Access Interactive for the last seven years. Access Interactive is the preferred Dell partner and has worked with the city on several projects. (PC replacement, wireless access points, VMware, AppAssure, and storage area network configuration) Access Interactive has provided outstanding professional services to the City of Sterling Heights IT department. Access Interactive has partnered with the best companies in the industry (Dell, Microsoft, Intel, and VMware) to provide the best business technology solutions. The scope of services required to complete this project are described below.

- Dell core MDF switching configuration
- Dell Switch preparation and imaging
- Dell Switch deployment and mounting
- Primary Dell Switches configuration
- Legacy Switch disposal
- Switch Patch Panel Visio diagram layout complete with VLANS and IP scheme
- Project Manager
- Testing and Optimization, Ongoing Support and Training
- Access Test room staging and configuration
- ON-SITE installation

Access Interactive Senior Engineer	$145/hr.	332 hours	$48,140.00
Fiber run for PD to connect data closets			1,000.00

The City of Sterling Heights has chosen to standardize all computer hardware purchases with Dell. The relationship with Dell has been very beneficial to the city. Dell equipment has proven to be reliable, supportable, and cost competitive. Dell support offerings and service, in our experience, are unmatched by their competitors. Standardization is key for any efficient support organization. As technical staff becomes familiar with specific hardware, they are able to diagnose and resolve issues more quickly. Data center network switching equipment generally consists of more standardized components that will be offered for a longer period of time. These components are tested specifically for use in larger network environments, and are certified by network engineers to work well in those environments.

The City has standardized on Dell equipment for the following reasons:

- Decreased support costs in that the IT department doesn't require continual training on multiple platforms.
- Enables the development of a long-term replacement/upgrading policy.
- Allows IT to receive the best prices given purchase volume.
- Fosters stronger city-vendor relationship, resulting in improved service, receipt of advanced product announcements, and customized benefits.
- Lifetime replacement warranty, eliminating annual maintenance costs.
- Five year warranty on equipment.

Please feel free to contact me should you have any addition questions.

Dell Networking Refresh Project

MHEC Contract 09C701.02 for Dell Computers

(Please refer to the above contract # on all Purchase Orders)

Prepared by:

Daniel Heidt
Jerry Rioux
Kathie Eriksson
Jeremy Friedman

December 22, 2016

Access Interactive Company Overview

Access Interactive provides technology solutions, services and support to business, educational and government organizations since 1985. Our business focus is helping our Clients make the most of technology investments. Over the last 30 years Access has experienced significant growth to establish itself as a $35 million organization proudly retaining over 65 full-time employees. We pride ourselves on being large enough to be extremely competitive and small enough to pay personal attention to our customers. We have an unwavering commitment to providing the best solutions, service and support to our customers.

Our highly-skilled technical services group includes over 40 full-time technicians including Vmware, Microsoft, Cisco and Dell certified system engineers. Our technicians are available to you for projects ranging from on-site break/fix services to full-scale WAN/LAN integration, remote access, IP telephony and more.

Access Interactive sales consultants are technically astute and have an average over 20 years of industry experience. They are ready to apply their knowledge and technical expertise to recommending the best products and solutions and to providing efficient project management.

It is our focused mission to implement the best products, service and support in the industry to our clients.

Contact us today to find out more about how we can put our expertise and technical resources to work for your organization. Caucasian

Strategic Directive

Access Interactive's initial, primary focus in City of Sterling Heights upcoming project is an in depth review of the organizational environment. Gathering momentum from the initial meetings; we're confident Access can offer credible short term recommendations / solutions in order to create a strong long lasting relationship. Our relationships with our clients grow based on strong commitment and Access Interactive's willingness to go the extra mile. Access Interactive prides itself on communication, documentation and thirst for industry knowledge. These traits, coupled with cross trained technical aptitude, contribute greatly to our overall success. We look forward to working with an organization that has a firm grasp on their field, and knowledge of how their ever changing IT infrastructure can elevate them to new levels of achievement.

City of Sterling Heights Organizational Needs

- Improve infrastructure for efficient application delivery to the user community & Application infrastructure
- Offer a depth of expertise in networking infrastructure
- Long-term technology partnership
- A team approach for Solution Delivery
- Robust Backbone
- Cost effective support
- Reduction in single points of failure
- Solid OEM relationship
- Improved Life Cycle
- Strong MTBF (mean time between failure)
- Active, Active duplex uplinks
- Redundant paths
- Require ongoing OEM Vender support
- Require ongoing VAR support
- Refreshed ROI
- Single administration curriculum

Solution Synopsis

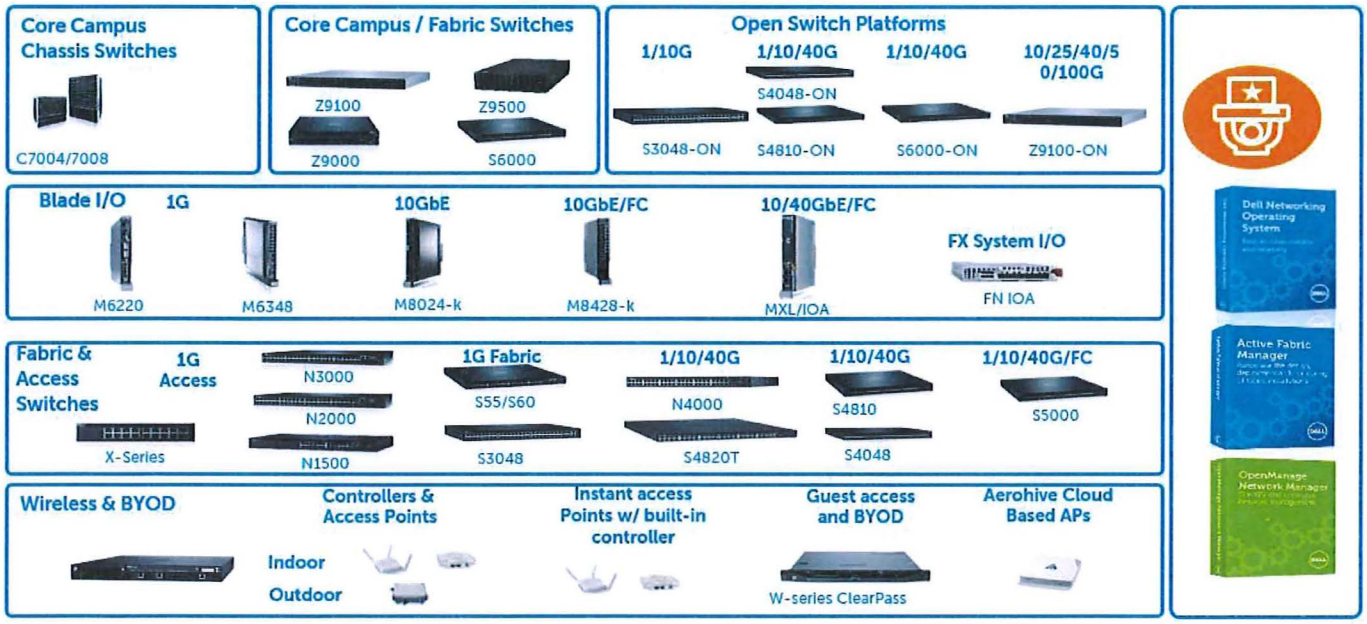
The Network Backbone solution provides a scalable, secure, cost effective foundation for City of Sterling Heights. There are several components that work together to provide a network that has excellent performance, is easy to manage, and provides fault tolerance and security. The Dell networking product line supports these requirements while maintaining an investment that will allow for future generations of equipment to integrate seamlessly.

These components are:

- Dell Networking S-Series Switches
- Professional Services and Knowledge Transfer

Dell Campus and Branch Enterprise Switching

Dell has been delivering high-performance, reliable networking solutions for over a decade and today powers some of the world's most demanding Enterprise and Cloud/Web 2.0 environments. For data centers, this means feature-rich Top-of-Rack and Blade Switching solutions and high-performance 10/40GbE networking fabrics that fit your business and budget. For campus and branch environments, this means complete solutions to mobilize users, desktops and devices securely, meeting the fast-paced needs of business-on-the-go. And throughout, Dell adds advanced management software to help save time and money while simplifying the complex. Dell backs up each and every deployment with a comprehensive suite of design, deployment and management services to help customers of any size every step of the way. All of this translates directly into a capability set designed to fit your needs, granting you and your business the power to do more.



Network Design

City Hall

Qty 2 S4048 Switch	**$ 16,437.71**
Qty 8 S3148P Switch	**$ 32,911.09**
Qty 16 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach – includes fiber patch cables	**$ 9,800.00**
Qty 14 Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach – includes fiber patch cables	**$ 4,900.00**
Qty 10 Stacking Cable, for Dell S3000 series switches, 0.5m	**$ 534.60**
Qty 2 40Gb DAC	**$ 244.80**
Subtotal	**$ 64,828.20**

Police Bldg

Qty 4 S3148P Switch	**$ 16,455.54**
Qty 2 Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach – includes fiber patch cables	**$ 700.00**
Qty 4 Stacking Cable, for Dell S3000 series switches, 0.5m	**$ 213.84**
Subtotal	**$ 17,369.38**

Library

Qty 4 S3148P Switch	**$ 16,455.54**
Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach – includes fiber patch cables	**$ 700.00**
Qty 5 Stacking Cable, for Dell S3000 series switches, 0.5m	**$ 267.30**
Subtotal	**$ 20,113.21**

Court

Qty 1 S3148P Switch	**$ 4,113.89**
Qty 1 S3124P Switch	**$ 2,690.37**
Qty 4 Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach – includes fiber patch cables	**$ 1,400.00**
Subtotal	**$ 8,204.26**

Upton House

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach – includes fiber patch cables	**$ 700.00**
Subtotal	**$ 3,390.37**

Parks & Rec

Qty 1 S3148P Switch	**$ 4,113.89**
Qty 2 Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach – includes fiber patch cables	**$ 700.00**
Subtotal	**$ 4,813.89**

Senior Center

Qty 1 S3148P Switch	**$ 4,113.89**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 700.00**
Subtotal	**$ 4,813.89**

DPW

Qty 2 S3148P Switch	**$ 8,227.77**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Qty 2 Stacking Cable, for Dell S3000 series switches, 0.5m	**$ 106.92**
Subtotal	**$ 9,559.69**

Nature Center

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Subtotal	**$ 3,915.37**

Fire5 Admin

Qty 2 S3148P Switch	**$ 8,227.77**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Qty 2 Stacking Cable, for Dell S3000 series switches, 0.5m	**$ 106.92**
Subtotal	**$ 9,559.69**

Firestation1

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Subtotal	**$ 3,915.37**

Firestation2

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Subtotal	**$ 3,915.37**

Firestation3

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Subtotal	**$ 3,915.37**

Firestation4

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Subtotal	**$ 3,915.37**

Parks & Grounds

Qty 1 S3124P Switch	**$ 2,690.37**
Qty 2 Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	**$ 1,225.00**
Subtotal	**$ 3,915.37**

Cat6 Patch Cables (Qty 1320, one for each port) **$ 2,613.60**

Equipment Summary

Description	*Qty*	*Unit Price*	*Ext Price*
S4048	2	$8,218.86	$16,437.71
S3148P	23	$4,113.89	$94,619.38
S3124P	9	$2,690.37	$24,213.29
40Gb DAC x2	2	$122.40	$244.80
Stacking Cable, for Dell S3000 series switches, 1m, Customer Kit	23	$53.46	$1,229.58
Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	32	$612.50	$19,600.00
Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m Reach	28	$350.00	$9,800.00
Cat6 Patch Cables (Qty. 1320)			$2,613.60
Total Equipment			**$168,758.36**

Assumptions:

- Existing Fiber backbone utilized in this implementation, we assume the existing Fiber is 1310nm or better
- Access Interactive is granted access to the closet during cutover
- Adequate rack space is available to mount legacy and new Dell switching
- After hour access granted upon request if required
- Remote installation support when necessary
- Rack space and power adequate for new equipment

TECHNICAL SCOPE:

Scope assumes someone from City of Sterling Heights assists with the project. Based on the scope of this project, a total of two designated engineers have been assigned.

- Dell core MDF switching configuration
- Dell Switch preparation and imaging
- Dell Switch deployment and mounting
- Primary Dell Switches configuration
- Legacy Switch disposal - optional
- Switch Patch Panel Visio diagram layout complete with VLANS and IP scheme
- Project Manager
- Testing and Optimization, Ongoing Support and Training
- Access Test room staging and configuration
- Pricing includes ON-SITE installation

Access Interactive Senior Engineer Qty. 332 @ $ 145.00 each $ 48,140.00
Fiber run for Police Bldg $ 1,000.00

PROJECT COSTS:

EQUIPMENT:	**$ 168,758.36**
MI SALES TAX:	**$ EXEMPT**
SUBTOTAL:	**$ 168,758.36**
LABOR:	**$ 49,140.00**
SHIPPING:	**$ NA**

TOTAL: $ 217,898.36

Quote Valid for 30-Days. Prices Subject to Change with Notice Depending on Current Market Conditions. Shipping charges not included. Terms: 50% Upon Acceptance, 25% upon delivery, remainder Net 30. 25% Restocking Fee Applied to Project Costs for Returned Merchandise.

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Purchase Order No:** _____

Business of the City Council
Sterling Heights, Michigan

DELIVERED JAN 12 2017
City Clerk's Use
Item No: 3-E
Meeting: 1/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To set a public hearing to consider the application by Setzer Properties WRN, LLC for a Planned Unit Development on 51.6 acres situated on the east side of Mound Road, north of 14 Mile Road, PPCM-1166.

Submitted By: Office of Planning

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

Administration (initial as applicable)

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

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

Executive Summary

Background – Setzer Properties WRN LLC (Applicant) is proposing to acquire the Liberty Park Sports Complex situated on the east side of Mound Road, north of 14 Mile Road. Applicant has plans for a substantial trucking terminal, under the Planned Unit Development (PUD) option available under §22.03 of Zoning Ordinance No. 278. This development would be consistent with a PUD concept plan that Applicant is preparing and subject to the terms and conditions of a PUD agreement with the City.

The proposed trucking terminal will be comprised of an approximately 80,000 square feet dedicated to office, warehousing, processing and maintenance uses. The site, when operational, will employ approximately 125 persons and bring millions of dollars of investment to the City's industrial corridor. The actual development will only occupy 41 acres of the total 51.6 acres. The remainder of the site (east of the Creek) will remain greenspace.

The PUD will provide the opportunity for a building with high quality, durable, and unique façade materials and will require extensive landscaping throughout the site. In addition, the PUD will provide a streamlined process for reviewing the application in terms of zoning, use, and potential variances.

Planned Unit Development Process - 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's public hearing was held January 12th, 2017.

Upon receipt of the report and recommendation from the Planning Commission, the City Council shall consider whether or not all conditions have been satisfactorily met and thereafter shall hold a public hearing to hear and consider comments to the PUD proposal. Recommendation is being made to set the public hearing on the Setzer Properties WRN LLC, PUD for Tuesday, February 21st, 2017 at 7:30 p.m.

The attached Notice of Public Hearing will be published in the official city newspaper. Property owners within 300' of the PUD will also receive a written notice of the public hearing and the subject property will be posted.

Suggested Action:

MOVED BY: **SECONDED BY:**

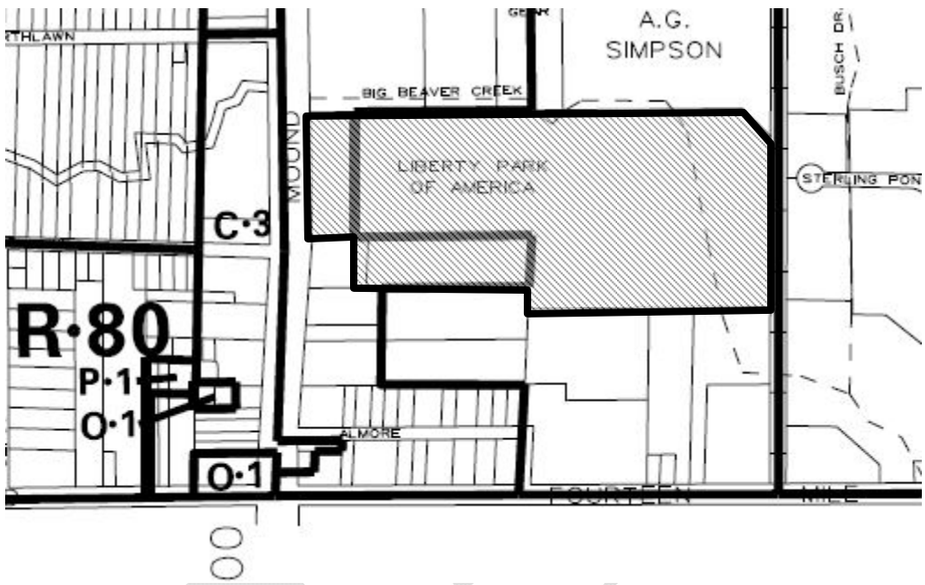
Resolved, to set a public hearing on Tuesday, February 21st, 2017 at 7:30 p.m. regarding the application by Setzer Properties WRN, LLC for a Planned Unit Development on 51.6 acres situated on the east side of Mound Road, north of 14 Mile Road, PPCM-1166.

NOTICE OF PUBLIC HEARING

CITY OF STERLING HEIGHTS
CITY COUNCIL

NOTICE IS HEREBY GIVEN that on Tuesday, February 21, 2017 at 7:30 p.m., the City Council for the City of Sterling Heights will conduct a public hearing on the application by Setzer Properties WRN, LLC for a proposed Planned Unit Development (PUD) entitled "Liberty Park Development," to be developed under Section 22.03 of the Sterling Heights Zoning Ordinance No. 278. The public hearing will take place within the Council Chambers located at 40555 Utica Road, Sterling Heights, Michigan. The site of the proposed PUD is depicted and more particularly described below:

Application: PPCM-1166 Applicant: Setzer Properties WRN, LLC



PROPERTY ADDRESS: 33600 Mound Road, Sterling Heights, Michigan

PARCEL IDENTIFICATION NO.: 10-33-326-006

LEGAL DESCRIPTION: For complete legal description of parcel, see Sterling Heights Assessing Records for 33600 Mound Road or above Parcel Identification Number.

CURRENT ZONING: M-1(Light Industrial District) and M-2 Heavy Industrial District

NOTICE IS FURTHER GIVEN that any interested person may appear and comment upon the requested PUD request in person, or by agent or attorney during the public hearing to be held on the date and time, and at the location set forth above. Pertinent information relating to the application may be reviewed at the Sterling Heights Office of Planning, during regular business hours. Questions regarding the application can be directed to the Office of Planning at 586-446-2360. Written comments may be submitted to the Sterling Heights Office of Planning, 40555 Utica Road, Sterling Heights, Michigan 48313, or to the City Planner at cmcleod@sterling-heights.net up to 4:30 p.m. of the meeting date.

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 Office at 586-446-2370.

PUBLISH: January __, 2017

MARK CARUFEL
CITY CLERK

APPLICATION FOR PLANNING COMMISSION APPROVAL

PPCM-1166
DATE: December 7, 2016

Applicant Name Setzer Properties WRN, LLC

Address 354 Waller Ave., Suite 200 City Lexington State KY Zip Code 40504

Telephone 859-514-7767 Email jmarkham@brettcon.com

Drivers License No. & State M94-153-412 -- Kentucky

Property Owner (Co-Applicant) Name: 6700 Limited

Address 25480 Telegraph Rd., Suite 100 City Southfield State MI Zip Code 48033

Telephone 248-356-4060, ext. 15 Email armen@huntingtonmanagement.com

Drivers License No. & State K 432 071 013 584 - MICH.

Address of property: 33600 Mound Road, Sterling Heights, MI

Location of property is on the _____ side of _____ Road

between _____ and _____ Roads in Section

Requests Planning Commission consideration of (Please Check):

( ) Special Approval Land Use ( ) Variance to Subdivision Regulations
( ) Temporary Use/Building ( ) Right of Way Vacation

Purpose of request: (be specific) submit for preliminary PUD approval for proposed FedEx facility

the proposed truck terminal use is a special land use within the M-1 and M-2 districts.

Designated Agent for Applicant (if Applicable):

(Name)

(Address) (City) (State)
(Zip Code)

(Telephone) (Drivers License & State)

This application is submitted with the required copies of the site plan and other data as required by the City Zoning Ordinance.

I have received a copy of the Administrative Rules and Procedures relating to enforcement of any conditions of approval that may be imposed.

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

Signature of Applicant(s)

Joshua J. Markham, General Counsel
Printed Name of Applicant(s)

Signature of Property Owner (Co-Applicant)

ARMEN KALAYDJIAN
Printed Name of Property Owner (Co-Applicant)

Signature of Designated Agent

Printed Name of Designated Agent

FEES NON-REFUNDABLE

3-E. To access maps and site plans for this item, click here.

PLANNING COMMISSION
Staff Report

APPLICANT: PPCM-1166 SETZER PROPERTIES WRN, LLC

33600 MOUND ROAD **JANUARY 12th, 2017**

Summary:

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

Proposal: Requesting approval for a Planned Unit Development which includes the development of several industrial buildings totaling approximately 80,000 square feet and associated use of the property as truck terminal and truck storage.

Location: East side of Mound Road, north of 14 Mile Road, in Section 33.

Existing Zoning: M-2 Heavy Industrial and M-1 Light Industrial Districts

Existing Land Use: Existing Liberty Park Sports Park

Master Land Use Plan Designation: Industrial

Introduction

The proposed Planned Unit Development (PUD) concept plan would allow for the development of an 8,181 square foot office building, 14,138 square foot maintenance building, and 57,680 square foot trucking terminal in addition to a small gasoline service station that would service the users of the site. The primary use of the site would be for the keeping and processing of trucks and trailers associated with FEDEX and multiple millions of dollars in reinvestment into the City. The use as proposed would be a twenty four hour a day operation and it is anticipated that the use would generate approximately eighty (80) full time employees along with approximately forty four (44) part time employees. The overall development would occur on approximately 41 acres of the 51.6 acre site. The subject site is currently utilized as the Liberty Park Sports Complex and is zoned M-1 Light Industrial along the Mound Road frontage and the rear of the property is zoned M-2 Heavy Industrial. The current site does have potential environmental issues that may limit the types of uses that may occupy the site moving forward should redevelopment occur. The site has direct access to Mound Road, which is a regional roadway having four (4) lanes of traffic in each direction. There is a crossover to southbound Mound Road along the front of the site. Further the site abuts a rail corridor along its eastern boundary.

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. Section 22.03 of the Zoning Ordinance indicates the following intent of this option:

> *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 and reviewing and approving the PUD Agreement.

Site Plan Approval

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

- In addition, individual sites will be subject to an administrative site plan review for compliance with the concept plan and PUD Agreement requirements.

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.

PUD Agreement

- As indicated above, as part of the approval process by City Council, the City will enter into a PUD Agreement with the developer which provides the framework upon which the development of the property will take place.

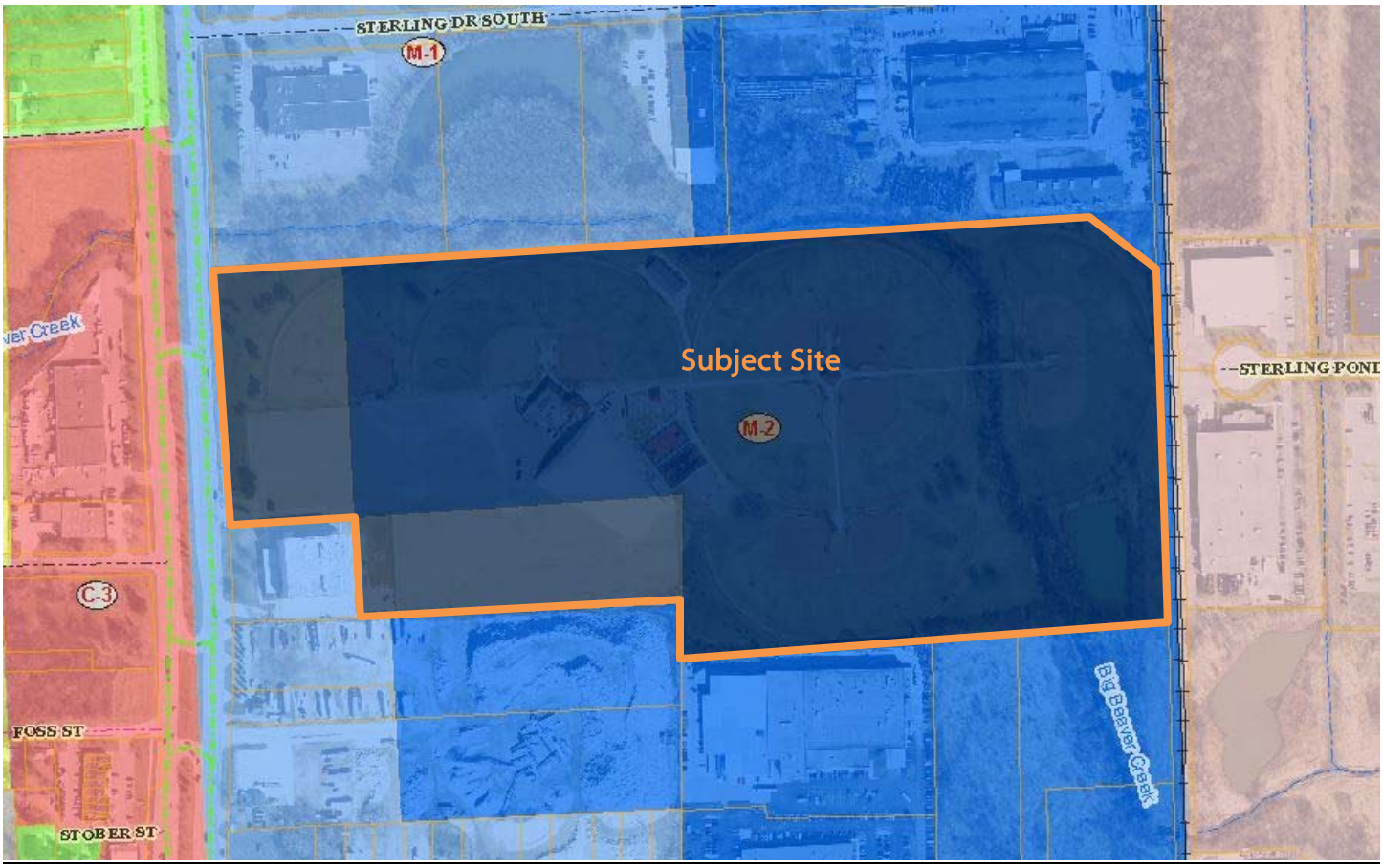
FINDINGS & CONCLUSIONS:

Abutting Zoning

The abutting zoning to the west, across Mound Road is C-3 General Business District. The vast majority of zoning from nearly 14 Mile Road to Northlawn along the west side of Mound Road is C-3 General Business. To the north, the site abuts additional M-1 Light Industrial and M-2 Heavy Industrial zoned property. The M-1 Light Industrial property is located along the Mound Road frontage and extends to a depth of approximately 1,200 feet. The M-2 Zoning extends from the end of the M-1 Zoning District to the rail corridor. To the east of the subject property is a small strip of M-2 Heavy Industrial zoning along the rail corridor and the property to the east of the rail of the rail corridor is zoned PCD Planned Center District. The intent of the PCD District is to allow for a mixture of uses including multiple family residential, office, and commercial. The District also permits industrial uses under certain circumstances. The property to the south is zoned primarily M-2 Heavy Industrial and is utilized as the Fiore Concrete facility. The frontage of the site to the south is zoned M-1 Light Industrial.

Abutting Land Use

To the west, across Mound Road is the Wimsatt Building Materials facility. This facility stretches essentially from Southlawn to the Beaver Creek which is essentially the entire frontage of the subject site. To the north is the Tweddle Group which is an industrial user that has frontage on both Mound Road as well as Sterling Drive South. Also to the north is a large natural area which includes a widening of the Beaver Creek and associated woodlands. To the northeast corner of the site are industrial uses include AGS, a major industrial site, located at the terminus of Sterling Drive South. As noted, only that portion of the site to the west of the Beaver Creek will be developed. The remaining ten (10) acres to the east of Beaver Creek will remain undeveloped for truck terminal purposes based on the proposed plan. Therefore to the east of the actual use will be undeveloped property (part of the subject property), then the rail corridor, then additional industrial users that are located at the terminus of Sterling Ponds Court.



Uses permitted in a PUD.

The PUD provisions of the Zoning Ordinance allow for a wide range of potential uses because the PUDs are allowable in all zoning districts. The use provision generally provides as follows:

> 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 concept plan shows the development of a single use for the entire property. The use of the property as a truck terminal is typically a special approval land use within the M-2 Zoning District and is limited to no more than ten (10) acres in size. The subject site is largely zoned M-2 Heavy Industrial which would normally accommodate a use of this nature but at a smaller scale. However, the frontage of the site is zoned M-1 Light Industrial which would not permit the trucking terminal use. Further, the overall site is approximately 51.6 acres and of that, approximately 41 acres are being developed for the trucking terminal which exceeds that normally permitted (10 acres) by Zoning Ordinance. The Planned Unit Development process can address the issue of the overall size of the trucking terminal as well as the fact that the frontage of the site is zoned M-1 Light Industrial since the City can modify or waive provisions of the Ordinance upon a finding the modification or waiver improves the quality of the development or results in a higher level of public benefit.

Design and layout conditions.

The PUD provisions of the Zoning Ordinance set forth certain design and layout standards for the Planning Commission and City Council to consider in reviewing the PUD. They are the following:

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 proposed development does not include any roadways and there are no planned roadways within or adjacent to the proposed development.

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 proposed PUD does not abut any residential zoning districts or property utilized for residential purposes. The site is surrounded by industrial land uses.

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

   ### Frontage, Buffering, and Landscaping

   As currently submitted, additional landscaping will be required throughout the site. This includes the frontage, throughout the parking areas, the sideyards, etc. These issues likely will not impact the overall design of the site and can be accommodated largely within the existing greenbelts and greenspaces throughout the site. Of particular importance will be the addition of significant plantings along the Mound Road frontage to not only meet and exceed the City's commercial and industrial landscaping standards but also to help buffer the keeping of vehicles near the front portions of the site. If the concept is recommended for approval, the inclusion of a significant increase in landscaping should be a condition and can be handled administratively as the plans move forward and actual site plan approval is sought.

   In terms of fencing, especially along the Mound Road frontage, all fencing that is visible from a public thoroughfare or an adjoining site should be decorative in nature. The plans at this time do not depict the type of fencing to be utilized. Further, the fencing is currently proposed to extend to the Mound Road right of way. The fencing should be pulled back from the road right of way, closer to the proposed parking areas to allow the required greenbelt plantings in front of the proposed fencing.

   ### Walkway Linkages

   As currently designed, the site plan provides several key pedestrian linkages from the employee and visitor parking areas to the main portion of the office building. However, a connection from the Mound Road frontage sidewalk to the pedestrian linkages servicing the main office building have not been provided. As the concept plan is refined and the site plan formalized, a pedestrian walkway from the Mound Road frontage to the visitor parking lot area should be provided. This area is generally open and should easily accommodate the provision of a pedestrian walkway. The pedestrian walkway should be incorporated into the overall landscape plan for the frontage of the site.

Vehicular Access

The site as noted previously is serviced by Mound Road which is designated as a Regional Thoroughfare by the City and the County and in this section of the City is configured as four (4) dedicated through lanes in each direction separated by a boulevard. Vehicular access to the site is being provided by a single, boulevarded entranceway. The boulevarded entranceway should be limited to twenty (20) feet in each direction with a boulevard island providing separation. It is generally anticipated that trucking operations will be continual throughout the day, therefore not creating a true peek use time for the site. This will dissipate traffic throughout the day and allow the traffic to be more easily accommodated.

Planned Unit Development Modifications

The PUD provisions of the Zoning Ordinance allow City Council to modify requirements relating to development. The following modifications are proposed from the City's conventional zoning ordinance requirements:

1. The proposed use of a trucking terminal within a M-1 Light Industrial Zoning District. As noted previously, the majority of the site is zoned M-2 Heavy Industrial with the exception of the Mound Road frontage which is zoned M-1 Light Industrial. The actual building and use of that specifically constitutes the trucking terminal will be located in the M-2 Heavy Industrial Zoned portion of the property. However, the front of the site which will largely be utilized for employee parking will be within the M-1 Light Industrial portion of the property. To the north side of the site, some of the proposed truck storage/staging area will be located within the M-1 Light Industrial property, as well. Based on the surrounding uses of the subject site and the fact that the subject site is located within the City's primary industrial corridor, the use of the entire site for a truck terminal type of use appears to be appropriate.

2. The City's Zoning Ordinance limits the size of a trucking terminal to ten (10) acres in size. The overall size of the proposed site is approximately 51.6 acres, while a total of forty-one (41) acres is being developed. The remaining acreage (on the east side of the Beaver Creek) will remain undeveloped. As noted previously, the site has direct access to Mound Road which is designated as a Regional Thoroughfare on the City's master road plan. This designation is one of the largest, most intense road classifications. In addition, Mound Road has four (4) lanes of travel traffic in each direction and is separated with a boulevard with cross overs. Access to a roadway of this nature is much better for an operation of this size and scale as opposed to a roadway with a fewer number of lanes or planned designation.

   The site is also approximately one-quarter (1/4) mile north of the 14 Mile Road intersection. The proximity to the intersection will likely also give trucks coming and going from the site the ability to enter and exit the site more freely to access northbound Mound as well as the cross overs to head southbound to roads such as I-696. Further, as noted above, this area of the City is predominately industrial of both a light and heavy nature which helps mitigate the size and impacts of a site of this size and scale.

   The applicant has provided a traffic impact assessment for the site. The submitted traffic assessment has indicated that several improvements related to the development of the site are warranted. These improvements include modifications to the signal timing at the intersection of 14 Mile Road and Mound. The level of service at this intersection can be improved by implementing the timing changes. Further, the impact assessment indicates that a right turn deceleration taper is warranted for the site as a part of the site development should it occur. The Office of Planning supports these recommendations and the applicant working with the City's Engineering Department and the Macomb County Department of Roads in implementing these improvements should the project move forward.

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-1166, 33600 Mound Road, I move to recommend approval of the concept plan for the Planned Unit Development to the City Council, based upon the facts and plans presented, subject to the following conditions:

1. That the development and operation of the development shall remain consistent with the scale and nature of the use as described in the proposal, at Public Hearing and reflected on the concept plan;
2. That if the concept plan and Planned Unit Agreement are approved by the City Council, the petitioner shall develop, maintain and operate the development 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 if the concept plan and Planned Unit Agreement are approved by the City Council, appropriate site plan and engineering plan meeting all other requirements of the City of Sterling Heights shall be provided by the developer.
4. That if the concept plan and Planned Unit Agreement are approved by the City Council, the modifications requested as a part of the overall PUD concept plan be approved as they generally meet the intent of the City's Zoning Ordinance and specifically the Planned Unit Development Ordinance.
5. That if the concept plan and Planned Unit Agreement are approved by the City Council, the Planned Unit Development Agreement be developed, signed and recorded by the owner of the property and the City which shall also include appropriate long term maintenance provisions of all areas of the site.
6. That with City Council approval, the overall time frame for the completion of the project be within the timeframe specified by Ordinance, with the option of further extending the time frame upon request by the applicant and approval by City Council.
7. That the petitioner work with the City Planner to increase landscaping throughout the site to include additional landscaping along the Mound Road frontage, throughout the parking areas and along the side yards of the site. In particular landscaping sufficient to buffer the keeping of vehicles near the front of the site should be provided.
8. That the additional pedestrian connections be provided as outlined in the Planning Office's staff report.
9. That all fencing that is visible from an abutting public thoroughfare or abutting property be decorative in nature as required by Ordinance and that the fencing along Mound Road be set back from the right of way to accommodate the required greenbelt plantings.
10. That the site plan review comments provided by the Planning Office be addressed as a part of revised concept plans or as site plan approval is applied for.
11. That the design and façade materials be upgraded to meet City requirements including the use of brick or other similar materials.
12. That the applicant work with the Macomb County Department of Roads and all other necessary agencies in implementing the traffic improvements suggested within the submitted traffic impact assessment.

13. The recommendation 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.

This action is based on the following findings:

1. That the proposed development the intent and Ordinance requirements set forth in Section 22.03 of the Zoning Ordinance authorizing planned unit developments. To the extent of any conflict between the proposed PUD development as set forth in the PUD Agreement and the concept plan and other conflicting provisions of the Zoning Ordinance, the provisions of the PUD Agreement and the contents of the concept plan shall control.
2. That the concept plan provides for the reasonable redevelopment of one of the largest continuous tracts of land within the City.
3. That the proposed use is located within the City's primary industrial corridor and is completely surrounded with industrial users, many of which are of a heavy industrial nature.
4. That the site is located on a regional thoroughfare (Mound Road), and is serviced by an eight (8) lane boulevard roadway.
5. The site backs into the existing rail corridor.
6. The site does have environmental issues which limit the prospective uses of the site over time.
7. That the landscaping incorporated into the concept plan and associated exhibits is consistent with the newly adopted landscaping standards for commercial and industrial sites.

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED JAN 12 2017

City Clerk's Use
Item No: 3-F
Meeting: 1/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To adopt a resolution establishing City Council Budget Workshop Schedule

Submitted By: Office of City Management

Contact Person/Telephone: Mark D. Vanderpool, City Manager, ext. 2301

Administration (initial as applicable)

		Attachments			
MC	City Clerk	X	Resolution	___	Minutes
JV	Finance & Budget Director	___	Ordinance	___	Plan/Map
MK	City Attorney (as to legal form)	___	Contract	___	Other
MD	City Manager				

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

Executive Summary

- The proposed 2017/18 fiscal year budget will be submitted to the City Council in their Thursday packet distributed on March 30, 2017.
- Prior to the first budget workshop, the attached resolution should be adopted to establish a schedule of City Council Workshops.
- The purpose of these budget workshops is to review and act upon the recommended budget.
- The budget workshop schedule is the same format that has been used in the past.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to adopt the resolution establishing a schedule of City Council Workshops for the purpose of reviewing and acting upon the fiscal year 2017/18 proposed budget and to direct the City Clerk to provide the appropriate notice as required by Michigan's Open Meetings Act.

- RESOLUTION -
To establish a schedule of City Council Workshops
for the purpose of reviewing and acting
upon the recommended 2017/18 fiscal year budget

UPON MOTION BY MEMBER _____ and SUPPORT BY MEMBER _____ THE FOLLOWING PREAMBLE AND RESOLUTION WAS OFFERED AND ADOPTED ON JANUARY 17, 2017.

AYES:
NAYS:

WHEREAS, pursuant to City Charter, the City Manager forwards the recommended budget to the City Council together with such supporting information and schedules as required by April 1; and

WHEREAS, the City Charter requires that the City Council adopt a final budget no later than May 10th of each year;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council will conduct televised workshops in the City Council Chambers in accordance with the following schedule:

2017/18 Budget Workshop Schedule

Thursday, March 30
- **Budget Submitted and Distributed to City Council (Thursday packets)**

Tuesday, April 11 **6:30 p.m.** **BUDGET WORKSHOP**

- **Presentation of Budget**

Annual Budget Message	Vanderpool
Executive Summary	Vanderpool/Varney
Trends & Summaries	

- **Capital Project & Other City Funds**

Capital Equipment & Vehicles	Vanderpool/Varney
Major Road Fund	
Local Road Fund	
Economic Development Corp. Fund	
Comm. Development Block Grant Fund	
Land & Water Conservation Fund	
Public Safety Forfeiture Fund	
Local Development Finance Authority Fund	
Debt Service Funds	
Capital Projects	
Road Bond Construction Fund	
Clinton River Restoration Fund	

- **City Administration Department**

City Management	Vanderpool/Varney/Bahorski
<u>Administrative Services Division</u>	
City Clerk	Carufel/Ryska
Act 78 Civil Service Commission	
Information Technology	Deon
<u>Finance & Budget Division</u>	
Assessing	McLachlan
Financial Services	Makie

Tuesday, April 11 (continued)		Purchasing	Buhlinger
		Treasury	TBD
		General Employees Retirement System	Varney
		General Expenditures	
		• **Fire Department**	
		Fire Administration & Training	Martin
		Fire Extinguishment	
		Fire Prevention	
		• **City Development Department**	
		Building & Facilities Maintenance	Viazanko
		Economic Development	Gerstenberg/Bonner
		Engineering	Bashaw
		Neighborhood Services	Gerstenberg
		Planning	McLeod
		Planning Commission	
		Zoning Board of Appeals	
Tuesday, April 18	**7:30 p.m.**	**REGULAR CITY COUNCIL MEETING**	
		Budget Workshop continued after regular meeting (if necessary)	
Tuesday, April 25	**6:30 p.m.**	**BUDGET WORKSHOP**	
		• **Public Library Department**	
		Public Library	Turgeon
		Historical Commission	
		• **Parks & Recreation Fund/Department**	
		Parks & Recreation	Langlois
		• **Police Department**	
		Police Administration	Berg
		Police Investigations	
		Police Operations	
		Police Support Services	
		• **Community Relations**	
		Community Relations	Doyle
		Beautification Commission	
		Arts Commission	
		• **Public Works Department**	
		Fleet Maintenance	Moore
		Parks & Grounds Maintenance	
		Public Works Center	
		Refuse Collection	
		Street Services	
		• **Water & Sewer Fund**	
		Water & Sewer Administration	Moore
		Water Distribution	
		Sewage Collection	
		• **Legal**	Vanderpool/Kaszubski
Tuesday, May 2	**7:30 p.m.**	**REGULAR CITY COUNCIL MEETING**	
		Charter Budget Hearing	
		Budget Adoption	

DELIVERED JAN 1 2 2017

City Clerk's Use
Item No: 3-G
Meeting: 01/17/17

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve final payment in the amount of $20,022.17 plus interest on retainage for the 2015 Local Road Concrete Reconstruction Program, City Project #15-266

Submitted By: Office of Engineering

Contact Person/Telephone: Brent Bashaw, P.E., City Engineer/(586) 446-2720

Administration (initial as applicable)

		Attachments			
	City Clerk	__	Resolution	__	Minutes
	Finance & Budget Director	__	Ordinance	__	Plan/Map
	City Attorney (as to legal form)	__	Contract	x	Other
	City Manager				Notification List, Final Estimate

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

Executive Summary:

At the March 17, 2015 regular meeting, City Council awarded the bid for the 2015 Local Road Concrete Reconstruction Program to Galui Construction Co., Inc. in the amount of $1,810,345. Subsequently, at the June 2, 2015 regular City Council meeting, Change Order No. 1 was approved in the amount of $425,000 pursuant to which Galui Construction completed the parking lot reconstruction west of City Hall and the Sterling Heights Public Library. Change Order No. 2 was approved in the amount of $129,300 to provide for catch basin repairs throughout the city.

Attached is the Final Estimate for the subject project, as amended by the aforementioned Change Orders. All work has been satisfactorily completed and Galui Construction has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety. Recommendation is being made to approve final payment to Galui Construction Co., Inc. in the amount of $20,022.17 plus interest on retainage for the 2015 Local Road Concrete Reconstruction Program, City Project #15-266.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to approve final payment to Galui Construction Co., Inc., 33805 Harper Avenue, Clinton Township, MI 48035 in the amount of $20,022.17, plus interest on retainage, for the 2015 Local Road Concrete Reconstruction Program, City Project #15-266.

Cc: Denice Gerstenberg, City Development Director
Adam LaClair, Lead Inspector
Scott A. Charron, Civil Engineer II

CITY OF STERLING HEIGHTS
STAFF REPORT
January 17, 2017

RE: Final Payment - 2015 Local Road Concrete Reconstruction Program, City Project #15-266.

Prepared By: Brent Bashaw, City Engineer (586) 446-2720

GENERAL INFORMATION: At the March 17, 2015 regular meeting, City Council awarded the bid for the subject project in the amount of $1,810,345. The project was funded through the Safe Streets dedicated millage approved by residents in November, 2013.

The scope of work included the complete removal of the existing, badly deteriorated concrete, excavation and removal of the existing clay sub-base, backfill with 21AA aggregate, installation of edge drain, and reconstruction of the local street with new concrete.

The following eleven poorly rated local streets were included in the 2015 Program:

- Arcola Drive, cul-de-sac to eyebrow (section of the road)
- Austin Drive
- Baker Drive
- Barrington Drive
- Daventry Court
- Deville Drive
- Diane, William to cul de sac (section of the road)
- Irval Drive
- Jerome Drive, Pemberton Drive to Metropolitan Parkway (section of the road)
- Wayne Drive
- Windy Cove Court

There were two approved change orders for City Project #15-266, which increase the project cost from $1,810,345 to $2,364,645. Change Order No. 1 facilitated concrete reconstruction of the parking lot areas west of City Hall and the Sterling Heights Public Library. Approval of Change Order No. 2 allowed for Galui Construction to complete critically-needed catch basin repairs throughout the municipal limits.

TECHNICAL INFORMATION: The final contract price of $2,182,922.17 is ***less than*** the total award amount of $2,364,645 by $181,722.83, or 7.7%.

STAFF ANALYSIS AND FINDINGS: All work has been successfully completed on the subject project and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety.

STAFF RECOMMENDATION: Please see the Suggested Action on the accompanying agenda statement.

Cc: Denice Gerstenberg, City Development Director
Adam LaClair, Lead Inspector
Scott A. Charron, Civil Engineer II

NOTIFICATION LIST

Galui Construction Co., Inc.
33805 Harper Avenue
Clinton Township, MI 48035

CITY OF STERLING HEIGHTS
40555 Utica Road
Sterling Heights, Michigan
Phone (586) 446-2720

Progress Payment Certificate

PROJECT:
2015 LOCAL ROAD CONCRETE RECONSTRUCTION PROGRAM

City Project No. 15-266

CONTRACTOR:
Galui Construction Inc.
33805 Harper Ave.
Clinton Twp., MI 48035

DATE: **12/12/2016**

FINAL PAY ESTIMATE

Original Contract Price:	$ 2,364,645.00
Final Contract Price:	$ 2,182,922.17
Percent Paid Including This Estimate:	92%

Amount Earned to Date:	$ 2,182,922.17
Amount Withheld:	$ -
Subtotal:	$ 2,182,922.17
Retain:	$ -
Total:	$ 2,182,922.17
Less Previous Payment:	$ 2,162,900.00
Amount Due This Estimate:	$ 20,022.17

PAY AMOUNT
$20,022.17

Estimate #1	$ 200,700.00
Estimate #2	$ 439,380.00
Estimate #3	$ 757,490.00
Estimate #4	$ 450,600.00
Estimate #5	$ 216,500.00
Estimate #6	$ 98,230.00
Estimate #7	$ 20,022.17
Estimate #8	
Estimate #9	
Estimate #10	
Final Estimate	

Checked By: _____ Date: 1/9/17
Scott Charron, Civil Engineer II

Approved By: _____ Date: 1/9/17
Brent Bashaw, City Engineer

Total $2,182,922.17

TOTAL AMOUNT TO BE HELD IN RETAINAGE ACCOUNT $0

ITEM/DESCRIPTION	CONTRACT QUANTITY		ACTUAL QUANTITY	UNIT PRICE	AMOUNT
Local Roads (23700700-988266)					
Arcola Drive, Austin Drive, Baker Drive, Barrington Drive, Castleton Drive, Daventry Court, Deville Drive, Irval Drive, Jerome Drive, and Wayne Drive					
1. Remove Concrete Pavement & Replace 7" Concrete Pavement	37,000	SYD	34941.1	$40.50	$1,415,114.55
2. Remove Concrete Pavement & Replace 9" Concrete Pavement	500	SYD	169.6	$49.50	$8,395.20
3. 2" MDOT 21AA Crushed Concrete - C.I.P.	34,000	SYD	27607.6	$1.40	$38,650.64
4. 6" MDOT 21AA Crushed Concrete - C.I.P.	3,000	SYD	3065.3	$3.25	$9,962.23
5. Undercut	200	CYD	0.0	$10.00	$0.00
6. Fill, 21AA Crushed Concrete Aggregate - C.I.P	200	CYD	0.0	$12.00	$0.00
7. Remove & Replace 6" Concrete Pavement (Drive Approaches)	200	SYD	184.1	$29.50	$5,430.95
8. Remove Existing Sidewalk	5,000	SFT	4724.0	$0.75	$3,543.00
9. 4" Concrete Sidewalk	1,500	SFT	845.4	$2.80	$2,367.12
10. 6" Concrete Sidewalk Ramp	3,500	SFT	3882.4	$3.25	$12,617.80
11. Detectable Warning Surface	500	FT	400.0	$28.00	$11,200.00
12. Reconstruct Drainage Structure	120	FT	62.5	$50.00	$3,125.00
13. 6" Edge Drain (w/ Pea Stone Backfill)	22,000	FT	20441.0	$5.50	$112,425.50
14. Replace Existing Catch Basin Frame & Cover w/ New EJIW 5105 Frame & Cover	50	EA	48.0	$525.00	$25,200.00
15. Pavt Mrk, Polyurea, 6 inch, Crosswalk	800	FT	0.0	$4.00	$0.00
16. Pavt Mrk, Polyurea, 24 inch, Stop Bar	200	FT	0.0	$13.50	$0.00
17. Pipe in Curb Repair	2	EA	0.0	$1.00	$0.00
18. Sprinkler Repair, 3/4" Poly Pipe	854	FT	0.0	$1.00	$0.00
19. Sprinkler Repair, 1" Poly Pipe	854	FT	0.0	$1.00	$0.00
20. Sprinkler Rotary Head	50	EA	0.0	$15.00	$0.00
21. Sprinkler Spray Head	50	EA	0.0	$10.00	$0.00
22. Color Audio-Video Recording of Project Area	1	LS	1.0	$3,350.00	$3,350.00
23. Restoration - 3" Topsoil & Sod	200	SYD	0.0	$5.50	$0.00

ITEM/DESCRIPTION	CONTRACT QUANTITY		ACTUAL QUANTITY	UNIT PRICE	AMOUNT
24. Restoration - 3" Topsoil, Fertilizer, Seed, & Hydroseeding	5000	SYD	0.0	$3.50	$0.00
25. Inlet Filter	60	EA	0.0	$1.00	$0.00
26. Traffic Maintenance and Control	1	LS	1.0	$2,000.00	$2,000.00
Sub Total					**$1,653,381.99**
City Center Pavement Repairs (43700700-975130) Change Order #1					
27. Remove Concrete Pavement & Replace 7" Concrete Pavement	8,600	SYD	8840.0	$40.50	$358,020.00
28. 2" MDOT 21AA Crushed Concrete - C.I.P.	8,425	SYD	5770.2	$1.40	$8,078.28
30. Fill, 21 AA Crushed Concrete - C.I.P.	500	CYD	9.0	$12.00	$108.00
31. Undercut	500	CYD	9.0	$10.00	$90.00
32. Reconstruct Drainage Structure	50	FT	18.0	$50.00	$900.00
33. Saw Cut (Vertical)	2,000	FT	0.0	$2.00	$0.00
34. 6" Edge Drain (w/ Pea Stone Backfill)	750	FT	100.0	$5.50	$550.00
35. Replace Existing Catch Basin Frame & Cover w/ New EJIW 5105 Frame & Cover	17	EA	11.0	$525.00	$5,775.00
36. Remove Existing Sidewalk	3,050	SFT	1833.0	$0.75	$1,374.75
37. 4" Concrete Sidewalk	425	SFT	2181.1	$2.80	$6,107.08
38. 4" Concrete Sidewalk w/ Integral Header	2,000	SFT	745.2	$5.00	$3,726.00
39. 6" Concrete Sidewalk Ramp	850	SFT	632.6	$3.25	$2,055.95
40. Detectable Warning Surface	50	FT	95.0	$28.00	$2,660.00
41. Pvmt Marking, Waterborne, 4" (Yellow & Blue)	5,200	Ft	6026.8	$0.50	$3,013.40
42. Pvmt Marking, Handicap Symbol	8	EA	9.0	$100.00	$900.00
43. Sprinkler Repair, 3/4" Poly Pipe	248	FT	0.0	$1.00	$0.00
44. Sprinkler Repair, 1" Poly Pipe	250	FT	0.0	$1.00	$0.00
45. Sprinkler Rotary Head	50	EA	0.0	$15.00	$0.00
46. Sprinkler Spray Head	50	EA	0.0	$10.00	$0.00
47. Color Audio-Video Recording of Project Area	1	LS	1.0	$2,500.00	$2,500.00

ITEM/DESCRIPTION	CONTRACT QUANTITY		ACTUAL QUANTITY	UNIT PRICE	AMOUNT
48. Restoration - 3" Topsoil, Fertilizer, Seed, & Hydroseeding	500	SYD	0.0	$3.50	$0.00
49. Inlet Filter	17	EA	0.0	$1.00	$0.00
50. Sign, Reinstall Salvaged w/ New Post	8	EA	0.0	$350.00	$0.00
51. Traffic Maintenance and Control	1	LS	1.0	$4,500.00	$4,500.00
Sub Total					**$400,358.46**
DPW Catch Basin Repairs (23700700-894000 = 67%, 59956556-840000 = 33%)					
Change Order #2					
52. Remove Concrete Pavement & Replace 7" Concrete Pavement	1,174	SYD	2166.3	$40.50	$87,735.15
53. Saw Cut (Vertical)	499	FT	477.2	$3.00	$1,431.60
54. 6" MDOT 21AA Crushed Concrete - C.I.P.	1,492	SYD	3550.3	$3.25	$11,538.48
55. Remove Existing Sidewalk	3,021	SF	2744.0	$0.75	$2,058.00
56. 6" Concrete Sidewalk Ramp	3,021	SF	2744.0	$3.25	$8,918.00
57. Detectable Warning Surface	336	FT	80.0	$28.00	$2,240.00
58. Reconstruct Drainage Structure	497	FT	45.5	$50.00	$2,275.00
59. Replace Existing Catch Basin Frame & Cover w/ New EJIW 5105 Frame & Cover	43	EA	11.0	$525.00	$5,775.00
60. 6" Edge Drain (w/ Pea Stone Backfill)	1,180	FT	1311.0	$5.50	$7,210.50
Sub Total					**$129,181.73**
TOTAL					**$2,182,922.17**

GALUI
CONSTRUCTION CO.

33805 Harper Avenue
Clinton Township, MI 48036
Phone: (586) 294-2081 - Fax: (586) 792-8325

December 13th, 2016

Brent Bashaw
City of Sterling Heights
Office of Engineering
40555 Utica Rd, PO Box 8009
Sterling Heights, MI 48311-8009

Re: 2015 Local Road Concrete Reconstruction Program, City Project #15-266

Dear Mr. Bashaw:

Please let this letter serve as our request for final payment and we agree with the final quantities on the above referenced project.

Thank you.

Anthony D. Galui
Galui Construction, Inc.

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
) SS
COUNTY MACOMB)

The undersigned, Galvi Construction INC. hereby represents that on 3-17-15 he (it) was awarded a Contract by City of Sterling Heights hereinafter called the Owner, to 2015 Local Road Concrete Reconstruction Program #15-266 in accordance with the terms and conditions of Contract Number(s) #15-266; and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 13TH day of DECEMBER, 2016.

Contractor

By: Antony Galvi

Title: ANTHONY GALVI, VICE PRESIDENT

Subscribed and Sworn to before me, a Notary Public in and for Macomb County, Michigan, on this 13th day of December, 2016.

Karyssa Korte
Notary Public

My Commission Expires: 10/17/2022

KARYSSA KORTE
Notary Public - State of Michigan
County of Macomb
My Commission Expires Oct 17, 2022
Acting in the County of Macomb

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period 3/17/15 to 12/13 A.D., 2016 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from:

CITY OF STERLING HEIGHTS

the Owner, or his agents, in addition to the regular items set forth in the contract numbered:

15-266 and dated 3-17-15 To 12/13/ A.D., 2016, for:

2015 LOCAL ROAD CONCRETE RECONSTRUCTION Program, City Project 15-266

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extensions of time as set forth on the itemized statement attached hereto.

There is / is not an itemized statement attached.

Date: 12-13-16

By: Anthony Balvi

Title: ANTHONY BALVI, VICE PRESIDENT

OLD REPUBLIC INSURANCE COMPANY

CONSENT OF SURETY TO FINAL PAYMENT

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☑
OTHER ☐

PROJECT: (Name, Address) MCN-2141885 2015 Local Road Concrete Reconstruction Program, City Project #15-266

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Concrete Reconstruction

CONTRACT DATE: March 17, 2015

CONTRACTOR: Galui Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

Old Republic Insurance Company
235 N. Executive Dr., Ste. 270
Brookfield, WI 53005

, SURETY COMPANY,

on bond of (here insert name and address of Contractor as it appears in the bond)

Galui Construction, Inc.
33805 Harper
Clinton Twp., MI 48035

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 14th day of December, 2016.

Old Republic Insurance Company
Surety Company

Attest: Judy Sparks

Signature of Authorized Representative
Barry W. Berman
Attorney-In-Fact

(Seal)

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Debts and Claims, Current Edition

OLD REPUBLIC INSURANCE COMPANY

Consent of Surety to Final Payment MCN-2141885

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BARRY W. BERMAN, OF WIXOM, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TEN MILLION DOLLARS ($10,000,000) ---------- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars ($50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of MAY, 2016.

OLD REPUBLIC INSURANCE COMPANY

Assistant Secretary

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23RD day of MAY, 2016, personally came before me, ALAN PAVLIC and JANE E CHERNEY to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

Notary Public

My commission expires: 9/28/18

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5186

Signed and sealed at the City of Brookfield, WI this 14th day of December, 2016.

Assistant Secretary

CONSTRUCTION BONDING

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

22851-B 11006-R (5-10)

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED JAN 12 2017

City Clerk's Use
Item No: 4
Meeting: 01/17/17

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider an appointment to the vacant elective office of City Council member.

Submitted By: Office of the City Management

Contact Person/Telephone: Mark Vanderpool, City Manager / 446-2301

Administration (initial as applicable)

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

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

Executive Summary:

Mayor Pro Tem and City Council member Joseph V. Romano recently resigned effective January 1, 2017 as a result of his election to the Macomb County Board of Commissioners representing for the 4th District. This resignation created a vacancy in the elective office of City Council member. Pursuant Charter §4.06, the City Council has the power to fill the vacancy by an appointment within sixty days, being March 1, 2017. In the event the City Council does not exercise the power of appointment within the sixty day period, the City is obligated to conduct a special election to fill the vacancy in the elective office of City Council member.

In light of this impending deadline and the upcoming strategic planning session on January 24, 2017, City Administration has scheduled this agenda item to consider the appointment to the vacant elective office of City Council member for the unexpired term of Joseph V. Romano. An appointee to the vacant office of City Council member must satisfy the qualifications set forth in Charter §4.03, which provides in relevant part as follows:

4.03. Qualifications of elective or appointive officers in city.

(A) No person shall hold any elective office under this Charter, except as otherwise herein provided, unless he has been a resident of the city for at least one year immediately prior to the primary election in which he desires to become a candidate for nomination or prior to the time of his appointment to fill a vacancy; and unless such person is a registered and qualified voter at the time of the filing of his petition for said office. No person shall hold any elective office unless he is a qualified and registered voter of the city on such last day for filing or at such time of appointment and throughout his tenure of office except as hereinbefore provided.

(B) No person shall be eligible for any elective or appointive office who is in default to the city. The holding of office by any person who is in such default shall create a vacancy unless such default

shall be eliminated within thirty (30) days after written notice thereof by the clerk or unless such person shall in good faith be contesting the liability for such default.

Other than time limitations, the City Charter does not specify a process to be followed in filling a vacancy in an elective office. However, the City Council has solicited letters of interest and resumes from residents and afforded those interested in filling the vacancy on City Council an opportunity to make a three minute presentation at the January 3rd regular meeting.

The motion to appoint requires four affirmative votes to pass. If the City Council makes the appointment on January 17th, a swearing in of the new City Council member will occur at the January 24th special meeting for Strategic Planning.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to appoint _____ to fill the vacancy in the elective office of City Council member for the unexpired term of Joseph V. Romano.