1. February 2, 2016 Agenda

   Documents: COUNCIL AGENDA - 02-02-16.PDF

2. February 2, 2016 Packet

   Documents: COUNCIL PACKET - 02-02-16.PDF

MAYOR
Michael C. Taylor

COUNCIL MEMBERS

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

CITY OF STERLING HEIGHTS

AGENDA FOR REGULAR CITY COUNCIL MEETING

TUESDAY, FEBRUARY 2, 2016

7:30 P.M.

LOCATION: CITY COUNCIL CHAMBERS, CITY HALL, 40555 UTICA ROAD, PHONE (586) 446-CITY (MINUTES OF COUNCIL MEETINGS ARE FILED IN THE CITY CLERK'S OFFICE)

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

ROLL CALL

APPROVAL OF AGENDA

REPORT FROM CITY MANAGER

ORDINANCE ADOPTION

1. **To consider adoption of an ordinance amending Chapter 2, Article II, §§2-17, 2-18, and 2-19 of the City Code to conform the listing of departments and administrative officers to the confirmed Administrative Code and Plan.**

2. **CONSENT AGENDA**

   A. **Approval of Minutes**
   Regular Meeting of January 15, 2016

   B. **Approval of Bills**

   C. **To adopt a resolution establishing City Council Budget Workshop Schedule**

   D. **To purchase a 10" Flygt submersible pump for the East Hampton retention pond (Total expense of $17,987).**

E. To split an award of a bid for bulk supplies and materials for the Department of Public Works for a one-year period (Estimated cumulative annual expenditure of $175,000).

F. To award a bid for snow removal services through June 1, 2016 based on unit prices bid (Estimated expenditure of $30,760).

G. To approve a Memorandum of Agreement between the City of Sterling Heights and Arcadia Publishing, Inc. for the publication of a book entitled *Modern Images of America Series: Sterling Heights* (No cost to the City).

H. To adopt a resolution assigning the City of Sterling Heights' allocation of Qualified Energy Conservation Bonds to the State of Michigan.

COMMUNICATIONS FROM CITIZENS

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

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

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

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

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

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

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

UNFINISHED BUSINESS

1.
2.
3.
4.

NEW BUSINESS

1.
2.
3.
4.

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

ADJOURN

Clerk of the Council

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

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

MAYOR
Michael C. Taylor

COUNCIL MEMBERS

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

CITY OF STERLING HEIGHTS

AGENDA FOR REGULAR CITY COUNCIL MEETING

TUESDAY, FEBRUARY 2, 2016

7:30 P.M.

LOCATION: CITY COUNCIL CHAMBERS, CITY HALL, 40555 UTICA ROAD, PHONE (586) 446-CITY (MINUTES OF COUNCIL MEETINGS ARE FILED IN THE CITY CLERK'S OFFICE)

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

ROLL CALL

APPROVAL OF AGENDA

REPORT FROM CITY MANAGER

ORDINANCE ADOPTION

1. **To consider adoption of an ordinance amending Chapter 2, Article II, §§2-17, 2-18, and 2-19 of the City Code to conform the listing of departments and administrative officers to the confirmed Administrative Code and Plan.**

2. **CONSENT AGENDA**

   A. **Approval of Minutes**
   Regular Meeting of January 15, 2016

   B. **Approval of Bills**

   C. **To adopt a resolution establishing City Council Budget Workshop Schedule**

   D. **To purchase a 10" Flygt submersible pump for the East Hampton retention pond (Total expense of $17,987).**

E. To split an award of a bid for bulk supplies and materials for the Department of Public Works for a one-year period (Estimated cumulative annual expenditure of $175,000).

F. To award a bid for snow removal services through June 1, 2016 based on unit prices bid (Estimated expenditure of $30,760).

G. To approve a Memorandum of Agreement between the City of Sterling Heights and Arcadia Publishing, Inc. for the publication of a book entitled *Modern Images of America Series: Sterling Heights* (No cost to the City).

H. To adopt a resolution assigning the City of Sterling Heights' allocation of Qualified Energy Conservation Bonds to the State of Michigan.

COMMUNICATIONS FROM CITIZENS

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

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

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

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

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

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

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

UNFINISHED BUSINESS

1.
2.
3.
4.

NEW BUSINESS

1.
2.
3.
4.

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

ADJOURN

Clerk of the Council

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

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

CITY MANAGER'S REPORT

February 2, 2016 --- CITY COUNCIL MEETING

A. 2016 DODGE PARK ROAD IMPROVEMENT PROJECT

The City of Sterling Heights is excited to announce the 2016 Dodge Park Road Improvement Project. The City of Sterling Heights has received over $6.3 million in Federal funds to enable the 1.7 mile corridor improvement project between Metro Parkway and Utica Road.

The City of Sterling Heights will be holding a community information meeting tomorrow, February 3, from 6:30 pm to 8 pm here in Council Chambers. A short presentation will be provided to summarize the project. Sterling Heights staff and project design engineering consultant Hubell, Roth & Clark will be available to answer questions in regards to the upcoming project.

B. VELOCITY JR. MID-WINTER BREAK FEB 15-19, 2016

Seeking to inspire tomorrow's tech-oriented workforce, the city, Utica Community Schools and community businesses have partnered to offer 18 fun, hands-on, innovative programs aimed at creating excitement for elementary and middle school students in engineering, computer science, robotics and more during the February mid-winter break.

Classes this year include Minecraft Redstone, All Around Science, Spy Gear & Gadgets, Digital Photography, Movie Makers, Video Game Design, Science Magic, and more. An exciting STEM program is also again planned for summer 2016. The class schedule will be released in late April and will be posted on our website.

C. UPCOMING HOLIDAY

City offices will be closed for business on Monday, February 15 for Presidents' Day, which is also an employee furlough. The municipal offices include City Hall, Public Library, Parks & Recreation Center, Senior Active Life Center, and the Nature Center. Normal business will resume on Tuesday, February 16. The closure will NOT affect the City's refuse schedule; trash will be collected on the normal collection day.

D. LIBRARY BOOKSTORE TEMPORARY CLOSING

The Friends Used Bookstore will be closed for remodeling from Thursday, February 11th to Monday, February 15th. The bookstore will reopen on Tuesday, February 16th with more shelving and an attractive, innovative layout. Residents are invited to visit the updated bookstore on February 16th for cookies and special sales. The Friends have a treasure trove of books, audiobooks, DVDs, music CDs, records, and more for you to purchase. All proceeds generated by the Friends' bookstore are used to purchase materials for the library as well as pay for all of the library's programming, the Overdrive ebook service and more. The Friends' Used Bookstore is open regularly Monday - Thursday 10am-7pm, Friday 1-4pm and Saturday 10am-4pm inside the library.

E. DEVELOPMENT UPDATE

- 13630 Hall Road (Marathon Gas Station)
- 36721 - 36777 Van Dyke (Shopping Center)

Respectfully submitted,

Mark D. Vanderpool, City Manager

city of STERLING HEIGHTS

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: Presentation #3
Meeting: 03-20-12

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: **To adopt a resolution in support of a Science, Technology, Engineering & Mathematics (STEM) educational partnership with Utica Community Schools. (Presentation by Denice A. Gerstenberg, Business Development Manager)**

Submitted By: **Office of Economic Development**

Contact/Telephone: **Denice A. Gerstenberg, Business Development Manager, 586.884.9323**

Administration (initial as applicable)

		Attachments			
WB	City Clerk	X	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:

There are noteworthy benefits of a Science, Technology, Engineering & Mathematics (STEM) education that include a significant and long-term positive impact on the nation's economy, a prosperous and competitive Michigan workforce and an opportunity for future employment. Over the past 50 years, monies expended on STEM education have produced a greater return on investment than any other public expenditure. Approximately one-half of the nation's economic growth is generated by scientific research and development, a by-product of STEM education.

Additionally, in the new global economy, workforce talent is essential to competitiveness. By increasing the number of college graduates in Michigan by a mere 1%, approximately $1.8 billion would be generated annually in additional personal income. This stimulus to the Michigan economy benefits all businesses. In particular, college graduates are projected to make 75% more than the average high school graduate, with the demand for college graduates in STEM fields expected to increase at four times the rate for all other occupations. In Michigan, it is estimated that 62% of all jobs will require post-secondary credentials by 2018.

In order to realize these benefits and exploit these future opportunities, there must be a concerted effort to establish and invest in programs that create an environment conducive to developing STEM talent in the state of Michigan, which ranks 36th among the states in the percentage of its population having attained a college degree. Of the 15 states that have the highest per capita income, 13 also have the highest proportion of adults with four-year or advanced degrees. Failure to improve this standing will directly impact the future prosperity of this state and its residents.

The City and Utica Community Schools recognize that a prosperous, globally competitive, and innovative Michigan requires a workforce highly-skilled in STEM and are committed to creating a STEM partnership that will set the standard for achievement and innovation by developing a STEM workforce that grows the Michigan economy and supports new and existing jobs in Michigan communities.

Tonight's presentation will include comments on STEM by Business Development Manager Denice A. Gerstenberg and representatives of Utica Community Schools.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to adopt the resolution in support of a Science, Technology, Engineering & Mathematics (STEM) educational partnership between the city of Sterling Heights and Utica Community Schools.

RESOLUTION
Sterling Heights City Council

A resolution of the Sterling Heights City Council in support of a Science, Technology, Engineering and Mathematics (STEM) educational partnership with Utica Community Schools.

WHEREAS, the demonstrated benefits of a Science, Technology, Engineering & Mathematics (STEM) education include:

- A significant and long-term positive impact on the nation's economy. Over the past 50 years, monies expended on STEM education have produced a greater return on investment than any other public expenditure. Approximately one-half of the nation's economic growth is generated by scientific research and development, a by-product of STEM education; and

- A prosperous and competitive Michigan workforce. In the new global economy, workforce talent is essential to competitiveness. By increasing the number of college graduates in Michigan by a mere 1%, approximately $1.8 billion would be generated annually in additional personal income. This stimulus to the Michigan economy benefits all businesses. In particular, college graduates are projected to make 75% more that the average high school graduate; and,

- Opportunity for employment. The demand for college graduates in STEM fields is expected to increase at four times the rate for all other occupations. In Michigan, it is estimated that 62% of all jobs will require post-secondary credentials by 2018.

WHEREAS, in order to realize these benefits and exploit these future opportunities, there must be a concerted effort to establish and invest in programs that create an environment conductive to developing STEM talent; and

WHEREAS, the need to promote STEM education is acute in the state of Michigan, which ranks 36th among the states in the percentage of its population having attained a college degree. Of the 15 states that have the highest per capita income, 13 also have the highest proportion of adults with a four-year or advanced degrees. Failure to improve this standing will directly impact the future prosperity of this state and its residents; and

WHEREAS, the City of Sterling Heights and Utica Community Schools recognize that a prosperous, globally competitive and innovative Michigan requires a workforce highly-skilled in STEM; and

WHEREAS, the City of Sterling Heights and Utica Community Schools are committed to creating a STEM partnership that will set the standard for achievement and innovation by developing and sustaining a STEM workforce that grows the Michigan economy and supports new and existing jobs in Michigan communities; and

WHEREAS, this City of Sterling Heights and Utica Community Schools STEM partnership will bring government, economic development, non-profits, industry, and education together to:

- Integrate PK-12 professional development with industry needs;
- Engage industry in the development of meaningful student internships and mentorship programs;
- Promote productive, skilled-based training needed in high-tech manufacturing;
- Encourage economic development & business to communicate to parents and students how the elevation of STEM competency will provide the jobs of the future and increase Michigan's economic strength;
- Establish industry relationships that encourage development of STEM educational programs;
- Establish Michigan's first dedicated STEM Center that will provide year-round STEM focused opportunities for PK-12 students; and
- Develop relationships with professional organizations will help fund STEM initiatives.

NOW, THEREFORE,

The City Council of the City of Sterling Heights, Macomb County, Michigan, does hereby endorse and support the Science, Technology, Engineering and Mathematics (STEM) educational partnership with Utica Community Schools.

Dated this 20th day of March, 2012.

MOVED BY: Schmidt.

SECONDED BY: Ziarko.

AYES: Schmidt, Ziarko, Koski, Notte, Smith, Taylor.

NAYS: None.

ABSENT: Romano.

IN WITNESS WHEREOF, I have set my official signature this 20th day of March, 2012.

_____

Walter C. Blessed
City Clerk

VELOCITY Jr.

Preparing students for the high tech jobs of tomorrow

Calling All GIRLS & BOYS!

Science, Technology, Engineering, Art and Mathematics Camps

Register online www.ucscommunityeducation.com or call (586)797-6900

Classes located at the Rose Kidd Velocity Jr. Center, located at 38397 Gladstone in Sterling Heights

All Around Science: Grades K-6 **Instructor - High Touch High Tech**

Designed to be educational, entertaining and fun, this class supports academics by providing high quality enrichment activities. In this class students will be learning lessons and conducting experiments that relate to the human body, space, force and motion, the food web, animal adaptations, chemistry in the kitchen, and many more. Our programs work with any age group and will be having kids talking for weeks!

7020-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99
7020-WS16B	Mon-Fri Feb 15	1:00-4:00 pm	1 wk	$99

Minecraft Camp - Learn LUA Programming Through ComputerCraft: Ages 10+

Computer Science is an in-demand profession and programming is a core skill that is needed to succeed in this field. This class will get them learning Computer Science from an early age! Students will learn to program computers, monitors, modems and turtles in Minecraft with the easy-to-learn LUA programming language.

7030-WS16A	Mon-Fri Feb 15	1:00-4:00 pm	1 wk	$99

Minecraft Redstone: Ages 9+ **Instructor - Game Crazy**

Students will use the popular video game Minecraft to learn about electronic circuits, electricity and wiring in a fun, game filled environment. Redstone is a fictional element in Minecraft that can power all the things from doors, lamps, rail tracks to houses and much more. Students will learn the basics of powering their world using Redstone and learn to build amazing creations like password protected doors, a collapsing bridge and secret mazes to get them thinking, learning and building!

7025-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99

Spy Gears and Gadgets: Grades 2-6 **Instructor - C. Rudik**

So you think you are sneaky, now is your chance to learn about how the spy gadgets and gear works. Cadets of the Spy Academy will learn about coding, radar, sonar, signals and other tricks of the trade. Additionally, cadets will build cyphers, homemade radios, Morse code machines and much more.

7075-WS16A	Mon-Fri Feb 15	1:00-4:00 pm	1 wk	$99

School Age Child Care Available - Register by calling (586)797-6980

Must be registered and prepaid to attend care, registration ends the first day of class, February 15th, 2016 (no refunds).

Daily Rate:	**7:00 am – 1:00 pm**	$30	**7:00 – 9:00 am**	$10	**Noon – 1:00 pm**	$5
	Noon – 6:00 pm	$30	**4:00 – 6:00 pm**	$10		
Weekly Rate:	**7:00 am – 1:00 pm**	$100	**7:00 – 9:00 am**	$40	**Noon– 1:00 pm**	$20
(for 5 days)	**Noon - 6:00 pm**	$100	**4:00 – 6:00 pm**	$40		

In partnership with the City of Sterling Heights and local business professionals, Utica Community Schools enhances the college culture through exciting S.T.E.A.M. Camps!

The Chrysler Foundation

city of STERLING HEIGHTS

Utica Community Schools UCS Imagine the Potential Education Can Make It Happen!

Brands distributed by Chrysler Group LLC

VELOCITY Jr.

Preparing students for the high tech jobs of tomorrow

Calling All GIRLS & BOYS!

Science, Technology, Engineering, Art and Mathematics Camps

Register online www.ucscommunityeducation.com or call (586)797-6900

Classes located at the Rose Kidd Velocity Jr. Center, located at 38397 Gladstone in Sterling Heights

The Art Dimension: Grades 4-6 **Instructor - Center for Creative Studies**

Students will explore art in two dimensions using drawing, painting, collage and other colorful and expressive techniques, then continue their adventure into the third dimension with relief and sculpture. Class will focus on creativity and free self-expression through vibrant color and forms.

7005-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99

Digital Photography Explorers: Grades 6-8 **Instructor - Center for Creative Studies**

Students will explore the digital camera and basics of photography to begin their adventure with digital image processing, the basics of nearly all digital and web-based design. Students will explore digital photo editing, using photographs as the basis for digital artwork, and web-based applications. Students may bring their own digital camera, or cameras will be provided.

7010-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99

I Can Be a Fashion-ologist!: Ages 9-12 **Instructor - Fashion Factory**

Fashion IS science! Join us as a fashion-ologist as we employ a scientific, hands-on approach to explore fashion materials, pattern-making, and smart clothing. Student fashion-ologists work in teams to investigate potential solutions to design challenges, while constructing a prototype garment using the engineering design process. The session concludes with a fun runway showcase where designers present their findings to family and friends.

7015-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99

Healthy Snackers in a SNAP: Grades K-6 **Instructor - SNAP**

Let's have fun and learn about healthy snacking all at the same time!! Eating well and snacking well doesn't have to be boring; we make learning fun with stories like Gregory the Terrible eater and then pair it with a fun snack like delicious blueberry banana stacks, healthier version of the fun dirt cup, and cut-and-collage salads.

7030-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99
7030-WS16B	Mon-Fri Feb 15	1:00-4:00 pm	1 wk	$99

Cheer, Dance, Pom SNAP: Grades K-6 **Instructor - SNAP**

Get ready for a workout! Exercise can be fun with Cheer, Dance and Pom. Learn routines, basic moves, & stunts. No equipment is needed. Wear comfortable clothing. Student will showcase what they have learned in a performance at the end of the day for family and friends.

7031-WS16A	Mon-Fri Feb 15	9:00 am-Noon	1 wk	$99
7031-WS16B	Mon-Fri Feb 15	1:00-4:00 pm	1 wk	$99

In partnership with the City of Sterling Heights and local business professionals, Utica Community Schools enhances the college culture through exciting S.T.E.A.M. Camps!

The Chrysler Foundation

city of STERLING HEIGHTS

Utica Community Schools UCS Imagine the Potential Education Can Make It Happen!

RAM DODGE CHRYSLER Jeep SRT FIAT MOPAR

Brands distributed by Chrysler Group LLC

VELOCITY Jr.

Preparing students for the high tech jobs of tomorrow

Calling All GIRLS & BOYS!

Science, Technology, Engineering, Art and Mathematics Camps

Register online www.ucscommunityeducation.com or call (586)797-6900

Classes located at the Rose Kidd Velocity Jr. Center, located at 38397 Gladstone in Sterling Heights

Movie Makers: Grades 1-6 **Instructor - A. Hartley**

Unleash your creativity and take on the world of movie making. Learn to make a movie form beginning to end. Create a story; write a script, build a set, cast characters, then lights, camera, action!!! Edit, add music, transitions and credits. Share your masterpiece and impress your family and friends.

7050-WS16A Mon-Fri Feb 15 1:00-4:00 pm 1 wk $99

Video Game Design: Grades 1-6 **Instructor - A. Hartley**

Kids and video games, the perfect combination! This class allows kids to become video game developers and learn the skills that go into designing their favorite games. Game developers design and create video games for computers and video game consoles. They are involved in the conception as well as the execution of the game creation, build games on two different platforms and get to take home their video games!

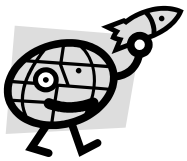
7055-WS16A Mon-Fri Feb 15 9:00 am-Noon 1 wk $99

Dinosaur Dig: Grades K-6 **Instructor - C. Rudik**

Student archeologists will discover their love for the field within this class. Diggers will learn the art of excavation, the history and mysteries of the discoveries of King Tut, Titanic, dinosaurs and so much more. Students will dig, paint and discover the entire week. Each archeologist will take home their own dinosaur skeleton that they unearth.

7060-WS16A Mon-Fri Feb 15 9:00 am-Noon 1 wk $99

Science Magic: Grades 2-6 **Instructor - N. Knoblauch**



Abracadabra! This magical camp teaches students various science concepts through the use of magic tricks and optical illusions. Students use knowledge gained in each lesson to develop tricks and presentations that will keep their family and friends amazed for days.

7065-WS16A Mon-Fri Feb 15 9:00 am-Noon 1 wk $99

Need For Speed: Grades 1-6 **Instructor - N. Knoblauch**

Use K'NEX® to construct and evaluate several different kinds of cars that have different sources of power. You build 5 different vehicles and learn how to scientifically measure the performance of the vehicles to study the effects of their design improvements on speed. Curriculum designed by Duke University and MSU.

7070-WS16A Mon-Fri Feb 15 1:00-4:00 pm 1 wk $99

In partnership with the City of Sterling Heights and local business professionals, Utica Community Schools enhances the college culture through exciting S.T.E.A.M. Camps!

The Chrysler Foundation

city of STERLING HEIGHTS

Utica Community Schools UCS Imagine the Potential Education Can Make It Happen!

RAM DODGE CHRYSLER Jeep SRT FIAT MOPAR

Brands distributed by Chrysler Group LLC

DELIVERED JAN 28 2016

City Clerk's Use
Item No: 1
Meeting: 2/2/16

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider adoption of an ordinance amending Chapter 2, Article II, §§2-17, 2-18, and 2-19 of the City Code to conform the listing of departments and administrative officers to the confirmed Administrative Code and Plan.

Submitted By: Office of City Management

Contact Person/Telephone: Mark Vanderpool, City Manager (586) 446-2301

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

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

Executive Summary

Introduction – At the January 19, 2016 regular meeting, City Council confirmed the City Manager's proposed Administrative Code and Plan. Consistent with past practice, the City Council also introduced an ordinance conforming Chapter 2, Article II of the City Code to the newly-confirmed Administrative Code and Plan. The final step in the process is for the City Council to adopt the ordinance introduced on January 19, 2016.

Background - City Code §2-20(B) requires that the City Manager file an Administrative Code and Plan and organizational chart setting forth the City's departmental organization, duties and functions of the administrative officers, deputies, and subordinates, and describing the lines of authority and reporting responsibilities. Periodically, the positions set forth in the Administrative Code and Plan change due to organizational restructuring, position elimination or position creation.

The Administrative Code and Plan ("Plan") confirmed on January 19th, with the required organizational chart, is attached.

The Plan effectuates two significant organizational changes. First, the Office of City Development is reconstituted as the City Development Department. The new City Development Department absorbs the offices of engineering, planning, building services, and neighborhood services from the DPW.

This change is motivated by efficiencies to be realized by having the offices of planning, engineering, and building services all working under a unified department reporting to the City Development

Director, Denice Gerstenberg. As City Council is aware, great strides have been made in streamlining city services in this critical area to the benefit of developers and businesses within the City.

The second significant organizational change splits the current Community Services Department into the Library Department and Parks and Recreation Department. This change restores the management of the Library and Parks and Recreation into the traditional model of separate departments. The departments were merged a number of years ago due to retirements. Due to the increasing importance of parks and recreation programming to the City's strategic plan, it makes sense to re-establish the Parks and Recreation Department at this time.

Administrative officer changes include:

- ☐ The Community Services/Public Library Director position held by Tammy Turgeon is renamed Public Library Director. The Parks and Recreation Manager position occupied by Kyle Langlois is elevated to the Director of Parks and Recreation. These changes are necessitated by the splitting of the Community Services Department into the Library Department and Parks and Recreation Department.
- ☐ The Information Technology Manager position occupied by Steve Deon is elevated to Information Technology Director.
- ☐ The City Development Director position is added to reflect Denice Gerstenberg's elevation to direct the new City Development Department.
- ☐ The former Broadcast Services Manager and Economic Development Manager positions are eliminated as administrative officers due to a retirement and the contracting out of economic development services, respectively.
- ☐ The Purchasing and Risk Manager position is renamed Purchasing Manager to accurately reflect the administrative officer duties being performed by Jim Buhlinger.

Cumulatively, the number of administrators has been reduced from 20 to 19 since 2013. A total of 8 administrative positions have been eliminated since 2011. The monetary savings realized by the City as a result of the elimination of 8 administrative positions is $1,200,000, annually.

The confirmed and attached Administrative Code and Plan reflects the aforementioned changes.

Confirmation of the proposed Administrative Code and Plan necessitates adoption of an ordinance amending Chapter 2, Article II, §§2-17, 2-18 and 2-19 of the City Code to incorporate these changes.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to adopt the ordinance amending Chapter 2, Article II, §§2-17, 2-18 and 2-19 of the City Code to conform the listing of departments and administrative officers to the confirmed Administrative Code and Plan.

CITY OF STERLING HEIGHTS

MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, §§2-17, 2-18, AND 2-19 OF THE CITY CODE TO CONFORM THE LISTING OF DEPARTMENTS AND THE ADMINISTRATIVE OFFICERS TO THE ADMINISTRATIVE CODE AND PLAN AS CONFIRMED BY CITY COUNCIL EFFECTIVE JANUARY 19, 2016.

THE CITY OF STERLING HEIGHTS ORDAINS:

SECTION 1. Section 2-17 of Article II, Chapter 2 of the Code of Ordinances shall be amended to read as follows:

2-17. ADMINISTRATIVE DEPARTMENTS.

The administrative service of the city shall consist of the following departments:

(A) City Administration;

(B) City Development;

(C) Community Relations;

(D) Fire;

(E) Public Library;

(F) Parks and Recreation;

(G) Police;

(H) Public Works.

(1968 Code, § 2-17; Ord. No. 201-C, § 1, 12-16-86; Ord. No. 201-D, § 1, 6-21-88; Ord. No. 201E, § 1, 10-31-88; Ord. No. 201-F, § 1, 5-2-89; Ord. No. 201-G, § 1, 12-19-89; Ord. No. 201-H, § 1, 6-7-94; Ord. No. 201-J, § 1, 4-18-95; Ord. No. 201-K, § 1, 8-17-99; Ord. No. 357, § 1, 12-18-01; Ord. No. 415, § 1, 7-5- 11; Ord. No. 420, § 1, 10-16-12; Ord. No. ___, §1, __-__-__)

SECTION 2. Section 2-18 of Article II, Chapter 2 of the Code of Ordinances shall be amended to read as follows:

2-18. CHARTER-CREATED ADMINISTRATIVE OFFICERS.

The charter-created administrative officers of the city are the City Manager, Clerk, Treasurer, Assessor, Director of Finance, Chief of Police, Fire Chief, Superintendent of Public Works, and Director of Parks and Recreation. In the Administrative Code, Clerk is renamed City Clerk and Risk Manager, Director of Finance is renamed Finance and Budget Director, Superintendent of Public Works is renamed Public Works Director, and Director of Parks and Recreation is renamed Parks and Recreation Director.

(1968 Code, § 2-18; Ord. No. 201-C, § 1, 12-16-86; Ord. No. 201-K, § 1, 8-17-99; Ord. No. 357, § 1, 12-18-01; Ord. No. 389 § 1, 4-3-07; Ord. No. 415 § 2, 7-5-11; Ord. No. 432 § 1, 11-6-13; Ord. No. ___, §2, __-__-__)

SECTION 3. Section 2-19 of Article II, Chapter 2 of the Code of Ordinances shall be amended to read as follows:

2-19. CREATION OF ADDITIONAL ADMINISTRATIVE OFFICERS.

The following additional administrative officers are created in accordance with § 7.01(A) of the City Charter: Public Library Director, City Development Director, Building Official/Facilities Maintenance Manager, City Engineer, City Planner, Community Relations Director, Controller, Assistant City Manager and Human Resources Director, Information Technology Director, City Development Manager, and Purchasing Manager.

(1978 Code, § 2-19; Ord. No. 201-C, § 1, 12-6-86; Ord. No. 201-D, § 2, 6-21-88; Ord. No. 201E, § 2, 10-31-88; Ord. No. 201-F, § 2, 5-2-89; Ord. No. 201-G, § 2, 12-19-89; Ord. No. 288, § 1, 12-11-90; Ord. No. 201-H, § 1, 6-7-94; Ord. No. 201-J, § 1, 4-18-95; Ord. No. 201-K, § 1, 8-17-99; Ord. No. 357, § 1, 12-18-01; Ord. No. 389 § 2, 4-3-07; Ord. No. 415 § 3, 7-5-11; Ord. No. 420, § 2, 10-16-12; Ord. No. 432 § 2, 11-6-13; Ord. No. ___, §3, __-__-__)

SECTION 4. All other provisions of the Code of Ordinances not specifically amended shall remain in full force and effect.

SECTION 5. This ordinance shall become effective immediately upon publication of a notice of adoption.

This ordinance was introduced at a _____ meeting of the City Council of the City of Sterling Heights on the _____ day of _____, 2016, and was duly adopted at a meeting of the City Council of the City of Sterling Heights on the ____ day of _____, 2016.

_____
MICHAEL C. TAYLOR, Mayor

_____
MARK CARUFEL, City Clerk

INTRODUCED: _____
ADOPTED: _____
PUBLISHED: _____
EFFECTIVE: _____

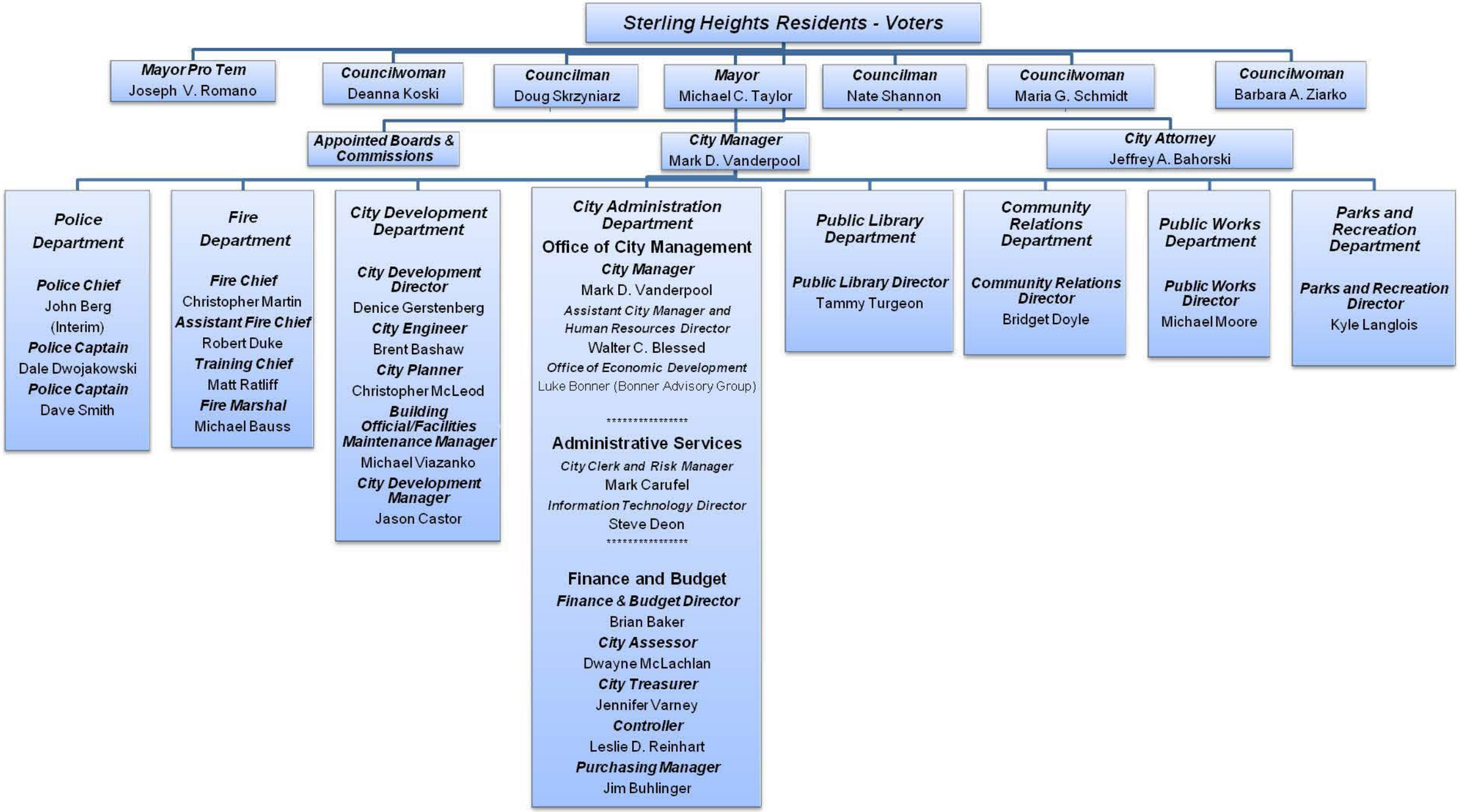
CITY OF STERLING HEIGHTS

ORDINANCE NO: **_____**

NOTICE OF ADOPTION OF ORDINANCE

The City of Sterling Heights has adopted an ordinance which amends Chapter 2, Article II, §§2-17, 2-18, and 2-19 of the Code of Ordinances to conform the listing of departments and administrative officers to the Administrative Code and Plan as confirmed by the City Council effective January 19, 2016. The ordinance shall be effective upon publication of this Notice of Adoption. A copy of the ordinance can be inspected or obtained from the City Clerk's office in City Hall, 40555 Utica Road, Sterling Heights, Michigan 48311-8009, during normal business hours.

City of Sterling Heights
Administrative Organizational Plan



CITY OF Sterling Heights

InnovatingLiving

Administrative Code and Plan

Office of City Management
Effective: January 19, 2016

City of Sterling Heights
Administrative Code and Plan

To set forth the departmental organization, and the duties and functions of the administrative officers and their subordinates of the City in accordance with Sections 7.02(C)(8) and 7.14 of the City Charter and to describe the lines of the authority and reporting responsibilities of each administrative officer. (Ord. No. 201-C,D,E)

SECTION 1. SHORT TITLE. This shall be cited as the "Administrative Code and Plan".
SECTION 2. TABLE OF CONTENTS. The Table of Contents is as follows:

TABLE OF CONTENTS

SECTION 1. Short Title 1

SECTION 2. Table of Contents 1

CHAPTER 1 - GENERAL PROVISION

Sec. 101. Functions and Objectives 3
Sec. 102. Responsibility of Administrative Officers to the City Manager 3
Sec. 103. Authority and Functions of Administrative Officers 3
Sec. 104. Responsibility and Requirement for Professional Conduct and Performance 3
Sec. 105. Designation of Administrative Authority 3
Sec. 106. Definitions 3
Sec. 107. Organization and Functions 4

CHAPTER 2 - MANAGEMENT OF THE SERVICE

Sec. 201. The City Manager 5
Sec. 202. Appointments by the City Manager 5
Sec. 203. Appointments by Administrative Officers 5
Sec. 204. Acting City Manager 5
Sec. 205. Administrative Line of Succession in Absence of City Manager When No Acting Designation is Made 5
Sec. 206. Personnel 6

CHAPTER 3 - CITY ADMINISTRATION DEPARTMENT

Sec. 301. Composition 7
Sec. 302. Duties of Administrative Officers 7

CHAPTER 4 – COMMUNITY RELATIONS DEPARTMENT

Sec. 401. Composition 17
Sec. 402. Duties of the Administrative Officer 17

CHAPTER 5 – PUBLIC WORKS DEPARTMENT

Sec. 501. Composition 19
Sec. 502. Duties of the Administrative Officer 19

CHAPTER 6 – CITY DEVELOPMENT DEPARTMENT

Sec. 601. Composition 21
Sec. 602. Duties of Administrative Officers 21

CHAPTER 7 - POLICE DEPARTMENT

Sec. 701. Composition 28
Sec. 702. Duties of the Administrative Officer and Members 28

CHAPTER 8 – FIRE DEPARTMENT

Sec. 801. Composition 30
Sec. 802. Duties of the Administrative Officer and Members 30

CHAPTER 9 – PUBLIC LIBRARY DEPARTMENT

Sec. 901. Composition 31
Sec. 902. Duties of the Administrative Officer 31

CHAPTER 10 – PARKS AND RECREATION DEPARTMENT

Sec. 1001. Composition 33
Sec. 1002. Duties of the Administrative Officer 33

CHAPTER 11 - ADMINISTRATIVE SERVICE & ORGANIZATIONAL CHART OF THE CITY 35

CHAPTER 1 - GENERAL PROVISION

SECTION 101. Functions and Objectives

The purpose of the administrative service is to: (1) assist the Mayor and City Council in the delivery of public services to the residents, (2) carry out Charter and statutory responsibilities assigned to City operations, (3) provide professional management and effective organizational services by following good public business practices, (4) implement the policy decisions of the City Council through cost effective and accountable programs, and (5) provide the City Manager with the administrative structure to carry out the responsibilities of the City Charter.

SECTION 102. Responsibility of Administrative Officers to the City Manager

The head of each department or office shall be responsible to the City Manager for the effective administration of the department or office and all duties and responsibilities assigned to it (Charter 7.02(B)(C)(1), 4.01).

SECTION 103. Authority and Functions of Administrative Officers

The City Manager may set aside any action taken by an administrative officer or subordinate and may supersede them in the functions assigned to them. Should a vacancy occur in the office of an administrative officer or during the absence of any administrative officer, the City Manager may designate an interim acting head or personally perform the functions of the administrative officer (Charter 7.02(B)(C)(5), 4.16).

SECTION 104. Responsibility and Requirement for Professional Conduct and Performance

Each administrative officer shall keep informed as to the latest practices in his or her particular field, and shall, with the approval of the City Manager, initiate such new practices or procedures as may appear to be of benefit to the City administration and general public. All administrative officers shall follow prescribed guidelines of professional conduct as set forth by the City Manager (Charter 7.02(C)(1)).

SECTION 105. Designation of Administrative Authority

The City Manager, in case of conflict of authority between department heads or in the absence of administrative authority occasioned by inadequacy of State law, the Charter, ordinance provisions, or this Administrative Code, shall resolve the conflict or supply the necessary authority so far as may be consistent with law, and direct the necessary action be taken in conformance therewith, making a full report to City Council (Charter 7.02(C)(5)).

SECTION 106. Definitions

Budgetary Center: A general operating department or other department or office or group of offices or functions as defined by Public Act 621 of 1978 as amended including the following departments:

City Administration
City Development
Community Relations
Fire
Public Library
Parks and Recreation
Police
Public Works

Office: A function of the administration defined by an expenditure not within a department and within a general budgetary center that includes other functions.

Division: The major activity subdivision of a department which adopts significant sub-department goals and objectives.

SECTION 107.Organization and Functions

The establishment, assignment, and responsibility of offices, programs, and divisions are created by the City Manager within this Administrative Code. Offices assigned to specific departments are the responsibility of specific department heads who shall also have the general supervision and control of all divisions and employees of the department. The officers identified in this Administrative Code shall have the general supervision and control of their division and employees assigned to the respective officer.

CHAPTER 2 - MANAGEMENT OF THE SERVICE

SECTION 201. The City Manager

The City Manager shall have the general supervision and control of all departments, offices and employees.

The City Manager shall be the Administrative Agent of the Council and shall be vested with all administrative powers of the City pursuant to City Charter. The duties of the City Manager shall include the general supervision and direction of all departments and offices.

By authority of this Administrative Code, the City Manager may assign general supervision and control responsibilities of the various activities, offices, and divisions in each department by administrative staffing schedule.

SECTION 202. Appointments by the City Manager

All administrative officers shall be appointed in accordance with the City Charter and applicable collective bargaining agreements. Appointments by the City Manager to administrative positions are made on the basis of training, education, fitness, and experience for the duties which shall be assigned to them without regard to political preference or activity.

SECTION 203. Appointments by Administrative Officers

All appointments to Charter Administrative Civil Service and Act 78 Police and Fire Civil Service are made in accordance with procedures and regulations with the endorsement of the City Manager as appointing authority. Temporary and occasional employees may be appointed by administrative positions pursuant to regulations and procedures established by City Administration with the endorsement of the City Manager or designate.

SECTION 204. Acting City Manager

In the absence of the City Manager, the City Manager shall designate in writing to the Mayor and City Council, an administrative officer to be the Administrative Agent of the Council who shall be vested with all of the administrative powers of the City Manager and shall perform the duties of the City Manager under authority of the Council and shall be accountable to the Council.

SECTION 205. Administrative Line of Succession in Absence of City Manager When No Acting Designation is Made

In the unforeseen absence of the City Manager, the succession order for administrative officers is as follows: (1) Assistant City Manager and Human Resources Director; and, (2) Finance and Budget Director.

SECTION 206. Personnel

There are nineteen (19) City Manager appointed administrative officers divided into two categories: Department Director and Administrative Manager.

Department Director: The principal administrative officer and/or administrative officer assigned to supervise and administer a budgetary center established by the City Manager as a department per Administrative Code. A department director may be assigned supervision of administrative officers in addition to support personnel.

The eleven (11) Department Directors include:

Assistant City Manager and Human Resources Director
Finance and Budget Director
City Clerk and Risk Manager
Public Library Director
Parks and Recreation Director
Information Technology Director
Community Relations Director
Fire Chief
Chief of Police
Public Works Director
City Development Director

Administrative Manager: An administrative officer assigned to supervise an activity unit within a budgetary center.

The eight (8) Administrative Managers include:

City Treasurer
Building Official/Facilities Maintenance Manager
City Planner
City Development Manager
City Assessor
City Engineer
Controller
Purchasing Manager

CHAPTER 3 - CITY ADMINISTRATION DEPARTMENT

SECTION 301. Composition

a) The City Administration Department shall consist of the City Manager and the following Administrative Officers:

Assistant City Manager and Human Resources Director	Information Technology Director
City Clerk and Risk Manager	Finance and Budget Director
City Assessor	City Treasurer
Controller	Purchasing Manager

and employees as may be provided for by an Administrative Staffing Schedule.

(b) The City Manager shall have general supervision and control of all employees of the department.

SECTION 302. Duties of Administrative Officers

(a) Duties of the City Manager

See Section 201 above.

(b) Duties of the City Clerk and Risk Manager

Under direction of the City Manager, serve as Clerk of the Council and attend all City Council meetings and perform such duties as are prescribed by the Charter and the general laws of the State, together with such other duties as may be required or assigned by the City Manager.

Prepare and receive nominating petitions for City offices and verify for accuracy.

Arrange, establish and publicize the agenda. Read reports, communications and so forth during the meetings. Take minutes and record actions. Direct the preparation, indexing, and publication of minutes. Transmit all pertinent information pertaining to Council activities to members, interested parties, and the news media. Perform support functions such as signing contracts and agreements on behalf of the City, certifying tax rolls, arranging for printing of technical documents, and maintaining diary of information for future action. Prepare, publish, and send notices of hearings. Draft resolutions, motions, reports, and so forth as directed.

Train and supervise subordinates who serve as secretary or clerk to several boards and commissions attending meetings, taking minutes, and completing various background assignments to enable efficient transaction of business.

As Chief Elections Officer and Director of Elections, direct the registration and the related updating of electors. Serve as Chair of the Elections Commission.

Make all arrangements for the proper conduct of elections: preparing ballots, polling places and conditions in conformity with law. Obtain proper certifications and enforce election statutes.

Provide for the Act 78 Civil Service Commission, clerical support for meetings of the Commission. Maintain related employment lists.

As Licensing Authority, receive applications for licenses and permits. Determine propriety of issuance in accordance with ordinances and statutes, clarify technical questions and where appropriate, issue the desired documents.

Approve bonds and certificates of insurance required for licensing and act as enforcement officer for certain licenses.

Categorize and store documents, contracts, agreements, and other papers necessary for the administration of City government.

As Registrar of Vital Statistics, oversee the recording and filing of birth and death certificates and preparation of related reports for the county and state.

Analyze and coordinate liability claims. Serve on the Loss Control Committee to provide data on claims as well as suggested loss control actions.

Research, recommend and implement computer applications for the risk and insurance data; maintain records of type, frequency, cost, and location of insurance claims.

Research and recommend changes in City policies, procedures and equipment to improve safety, reduce risk and minimize cost.

Maintain awareness regarding State and Federal health and safety legal requirements and notify office administrators of their responsibilities concerning affected employees.

Investigate accidents, injuries and liability claims to determine liability of involved parties and process claims to submit to insurance companies.

Coordinate litigation of claims with legal counsel.

Coordinate with various departments the issuance and receipt of certificates of insurance to ensure that they meet the conditions of the underlying contracts and that the departments have established a system for monitoring them.

(c) Duties of the Information Technology Director

Responsible for the overall development and direction of the computer programming, and operational activities of the City's information system. Provide direction and leadership in the development and implementation of both short- and long-range management information services planning.

Supervise the establishment of programming standards and methods of evaluating the economics of technical services applications used throughout the City.

Responsible for total systems analysis, study, design, and implementation of user applications and internal information systems.

Coordinate the activities between office and user departments on current and future projects and applications.

Responsible for detailed technical expertise of new equipment and systems.

Responsible for the development of and maintenance of all appropriate systems, programming, operational, and user documentation.

Plan and schedule all training required for personnel involved in or affected by computer systems and equipment.

Estimate for budget purposes, the future personnel, equipment, and supply needs for the office.

Direct the continuing review and analysis of systems and methods for the formulation of new and revised systems, examining techniques in use, and determining appropriate changes to effect improvements, reduce cost, and enhance efficiency.

Provide guidance and counsel to other administrators in the examination and definition of objectives for existing or proposed systems and in the design of improved systems, utilizing computing equipment.

Review purchase requests for any computer equipment or related product and make recommendations to the Purchasing Manager regarding desirability of the proposed purchase.

Recommend the location, type, size, and equipment for telecommunication installations including applicable programs. Recommend the staffing of the office consistent with the workload.

Oversee the design, installation, maintenance, and monitoring of local area networks (LANs), wide area networks (WANs), and new technologies.

Provide technical leadership during the development and enhancement of office automation applications. Analyzes and recommends acquisition of new productivity software purchases. Schedules and coordinates new software installations or upgrades.

Diagnose and resolve network and communication system problems on a timely basis. Arrange for outside technical and/or vendor support as needed.

Analyze client requirements and recommend appropriate hardware and software solutions to optimize workflow and efficiency.

Maintain proper user documentation on all aspects of the network and communication systems.

Research compatibility issues relating to the implementation of new technology.

(d) Duties of the Assistant City Manager and Human Resources Director

Serves as an Assistant City Manager responsible for administration, supervision, and coordination of duties assigned by the City Manager, including development of strategies and policies to improve City-wide operations. Discharges duties of City Manager when designated pursuant to Section 204.

Under direction of the City Manager and Civil Service Commission, is responsible for the administration of all personnel matters, including the recruitment, selection, and training of City employees.

Prepare, or revise as necessary, and administer rules for appointment, promotion, transfer, layoff, reinstatement, suspension and removal of employees in accordance with applicable civil service and collective bargaining agreement rules.

Coordinate all recruitment activities for both exempt and nonexempt employees including advertising, testing, interviewing, and final selection.

Prepare personnel reports as required by the City Manager, Charter Civil Service Commission, and State and Federal agencies.

Serve as Secretary to the Charter Civil Service Commission. Attend meetings, keep minutes, and record all proceedings. Serve as custodian of all personnel records. Provide professional personnel advice and information in making policy decisions.

Provide information as requested on prevailing wage and fringe benefit information by conducting surveys for use in contract negotiations. Administer wage and benefit contract interpretation and review benefit procedures and providers for cost containment and effective implementation.

Conduct, negotiate, and administer on behalf of management all collective bargaining with the city's bargaining units. Oversee and administer the interpretation of collective bargaining agreements.

Administer grievance procedures provided for under collective bargaining agreements on behalf of management. Prepare for and attend all arbitration proceedings relating to grievances.

Develop personnel policies and procedures keeping abreast of new Federal and State requirements. Advise City Council, City Manager and other City officials of significant changes.

Provide benefit information and communications to employees regarding coverage. Function as problem solver. Assist in the evaluation of alternative benefit providers.

Train department heads and other personnel in proper personnel procedures.

Prepare correspondence; cooperate with the personnel staff of other political entities in exchanging information and expertise.

Prepare Memoranda of Understanding dealing with carrying out the duties concerning the employee relations program.

Participate as the administrative representative in Quality of Worklife and labor/management committees.

Serve on committees or conduct special studies directed by the City Manager.

Write and revise job descriptions or class specifications as necessary. Conduct job analyses when required.

Review insurance bills and payments of claims to ensure accuracy and compliance with conditions of insurance policies and claims administration contracts.

Supervise personnel that administer the City's short and long-term disability programs, workers' compensation claims, and Family & Medical Leave Act requests.

Manage and coordinate the City's medical, dental, and vision care programs.

(e) Duties of the Finance and Budget Director

Under the direction of the City Manager, is responsible for coordinating the development of the City's annual budget and support documentation. Serve as Chief Fiscal Officer to City Manager for all fiscal affairs of the City. Provide for the management and coordination of various administrative functions as required by the City Manager. Performs the Charter designated duties and responsibilities of the Finance Director.

Supervise and control all administrative officers, supervisors, activities and employees of the Finance and Budget Division.

Coordinate and supervise the development and completion of the City's annual budget overseeing City-wide budget preparation and submission by each department and service area.

Make informal recommendations and adjustments of the proposed budget in accordance with policy decisions of the City Manager.

Provide assistance in monitoring the financial condition, operation, and procedures of the City, recommending improvements as necessary.

Review and assist in forecasting City revenues, expenditures and capital outlay for management planning and budgetary control.

Provide research and analysis necessary to support administrative activity.

Research and develop reports on special projects.

Evaluate existing and proposed administrative policies, practices and techniques as requested.

Prepare reports to Council and keep the City Manager informed as to the financial affairs of the City.

Assist in the creation and implementation of new administrative policies and programs.

Supervise the City's risk insurance management program with the objectives of minimizing liability and property loss. Assign, direct, and assist projects and activities of the service staff in performing their related job tasks.

(f) Duties of the City Assessor

Under the supervision of the Finance and Budget Director, administer and supervise the real and personal property assessment function to assure equitable taxation in the City. Perform those functions provided by law, together with such other duties as may be required or assigned by the City Manager or Finance and Budget Director.

Direct appraisal staff in field activity for the collection of data on real property such as measurements, type of materials, condition and other factors.

Develop and direct the use of methods for the conversion of collected data into uniformly determined property valuations to which standard assessment factors from the State Tax Manual are applied. Implement and maintain a computer-assisted mass appraisal system.

Serve as the liaison to the Board of Review in March, July, and December and may sit in on the March Board of Review sessions to answer questions during hearings.

Supervise the preparation of the assessment roll for presentation to the Board of Review.

Attend Board of Review meetings with taxpayers appealing their assessments and oversee any appropriate adjustments of the tax roll as directed by the Board.

Develop individual assessments within all special assessment districts for improvements to sewer, water, sidewalks, etc.

Periodically prepare status reports for County Director of Equalization, State Tax Commission and the City administration.

Calculate the residential sales study and determine specific percentage increases for all of the residence types located in the City's subdivisions and 36 acreage sections.

Appear at community meetings to explain and answer questions on assessed and equalized values.

Develop and supervise tax billing and tax mapping programs.

Act as the City's expert witness in tax appeal cases.

Review Industrial Development District and Industrial Facilities Exemption applications to monitor conformance with State law and City regulations.

Coordinate with the Information Technology Director concerning programming changes necessary for updating or creating new Assessing Office reports and notices.

Prepare and maintain the City's Industrial Facilities roll.

(g) Duties of the City Treasurer

Under the direction of the Finance and Budget Director, coordinate and manage the functional areas of Tax Administration, Revenue Collection, Investments, Cash Management, Water Billing, and Banking Services. Plan, direct, and establish policies and procedures and supervise staff of Treasurer's Office. Participate in Debt Financing and Pension Administration.

Oversee the receipt of all monies belonging to and receivable by the City that may be collected by any office of the City including license fees, taxes, assessments, utility, and other charges.

Direct the safekeeping and deposit of such funds as determined by the City Council and make reports thereof to the City Clerk.

Responsible for Letters of Credit and escrow letters left in custody and issuance of Water and Sewer Capital charge certificates.

Supervise final preparation of City payroll for distribution.

Coordinate with the Finance and Budget Director and Controller on collection and account maintenance procedures as necessary and review existing procedures for conformity to City accounting standards, tax laws, attorney general's opinions and sound fiscal management procedures.

Review all check requests and bill listings for individuals or companies who have issued bounced checks to the City.

Perform daily analysis of cash flow, accounts payable and receivable to determine availability of idle City funds in various accounts for investment. Analyze current market

trends and rates and invest accordingly. Prepare reports and coordinate for Investment Committee meetings.

Implement special projects for the Director as assigned including research of City records, pension reports and other matters pertaining to the City's financial operation.

Oversee the pension administration functions of the City.

Serve as Treasurer of the Police and Fire Retirement Board, General Employees Retirement System, and Building Authority.

Plan, direct, and establish policy and procedures for the Treasurer's Office.

Serve as member of the City's Investment Committee.

(h) Duties of the Controller

Under the supervision of the Finance and Budget Director, is responsible for the books of account of the assets, receipts and expenditures, and the general supervision and control of the Accounting Office and staff. Perform those functions provided by law or ordinance, together with such other duties as may be required or assigned by the City Manager or Finance and Budget Director.

Responsible for the supervision of office staff in their performance of accounting procedures, posting and balancing accounts in accordance with accepted accounting practices.

Coordinate and control the general ledger posting of receipts, disbursements, and journal entries.

Supervise preparation of schedules and entries for transfers and cross-charges between activities and funds, review work orders, general ledgers, inventory withdrawals, and escrow deposits, verify and compute costs as appropriate.

Supervise and direct the accounting and clerical staff responsible for payroll and accounts payable.

Maintain oversight of departmental operating and capital needs for current and future fiscal years and prepare comprehensive schedules for assigned revenue and expenditure activities.

Plan for and accommodate external auditors for annual audit and coordinate audit follow-up to include post-audit critique and application for GFOA Awards (CAFR & PAFR).

Compile special reports on revenues and expenses for City and departmental planning and respond to City Council and public inquiries about the bill listings.

Implement and coordinate all Governmental Accounting Standards Board (GASB) financial reporting changes.

Assist the external auditors in their review of the City's financial management, accounting procedures, and internal controls.

Oversee the City's debt administration function, assuring compliance to debt schedules and covenants, as applicable. Serves as the liaison to the City's bond counsel by coordinating all bond sales. Maintains good working relationship with the bond rating agencies.

Serve as the City's internal auditor conducting special reports and analysis for the City Manager as directed.

Carry out special projects for the Finance and Budget Director as assigned including research of City records, pension reports and other matters pertaining to the City's financial operation.

Serve as alternate City member to the General Employees Retirement System Board.

(i) Duties of the Purchasing Manager

Under the direction of the Finance and Budget Director, is responsible for the purchasing of supplies, materials, services, and equipment for all departments.

Supervise and direct the purchasing activities of the City. Encourage employee input and suggestions in improving functions.

Work with departments to identify needed supplies, equipment, materials, or services. Review all requisitions and determine action to be taken.

Coordinate development of specifications with user departments for services or items to be purchased.

Interview vendors to determine capability and suitability of vendor to supply requested materials or services at the quoted price within a given time.

Review proposals from vendors and negotiate for purchase or contracts, keeping within budgetary limitations while evaluating their performance.

Maintain records of items purchased, costs, delivery, and product performance.

Provide budget estimates for supplies and services to be used by all departments in development of annual budget.

Encourage open competition on all purchases and sales by soliciting written quotations, bids, and participation in State, County, and other cooperative bids.

Update and revise the City's purchasing manual and procedures as required.

Recommend the disposal of scrap and surplus supplies and equipment.

CHAPTER 4 - COMMUNITY RELATIONS DEPARTMENT

SECTION 401. Composition

(a) The Community Relations Department shall consist of the Community Relations Director and such other employees as may be provided for by an Administrative Staffing Schedule.

SECTION 402. Duties of the Administrative Officer

(a) Duties of the Community Relations Director

Under the direction of the City Manager, is responsible for the general supervision and control of all employees of the Community Relations Department.

Plan, implement, produce, and supervise professional public relations work using a variety of media, including broadcast, website, social media and traditional print shop product. Responsible for the dissemination of information regarding all City government activities and services and maintaining a positive image and relationship with the community.

Oversee management of all public communications via Sterling Heights Television (SHTV), city's official Web site, e-mail subscription services, various social media sites, Sterling Heights Radio - AM 1700, local and national media outlets and city publications.

Implement and monitor all citizen input, which includes complaint and information services to the community.

Prepare and edit all community publicity and media relations sent on behalf of City departments, City Manager, and Council.

Prepare agendas, attend meetings, direct special activities and serve as the City's liaison for Beautification, Arts, Telecommunications, and Ethnic Commissions. Serve as administrative liaison to the Sterling Heights Community Foundation.

Direct and administer all City cable programs as well as live televising of Council meetings, ZBA, Planning Commission, Ordinance Board of Appeals and Telecommunications Commission meetings.

Provide professional guidance and communication with service clubs, homeowner groups, churches, school districts, Chamber of Commerce, and business community.

Prepare and implement marketing strategies to attract potential developers and retain existing businesses in the community.

Plan and organize City-sponsored events, including the Memorial Day Parade, Cultural Exchange, Beautification Awards, Pride & SHINE Days and Sterlingfest.

Supervise and direct the printing activities of the City.

Serve as Public Information Officer for the City in Emergency Management situations.

CHAPTER 5 - PUBLIC WORKS DEPARTMENT

SECTION 501. Composition

(a) The Public Works Department shall consist of the Public Works Director and such other employees as may be provided for by an Administrative Staffing Schedule.

SECTION 502. Duties of the Administrative Officer

(a) Duties of the Public Works Director

Under the direction of the City Manager, is responsible for the general supervision and control of all employees of the Public Works Department. Directly responsible for the coordination of all Public Works activities including Water and Sewer Fund administration, water distribution, roads, parks and grounds maintenance, fleet maintenance, refuse collection, and solid waste management.

Supervise all staff including office and field personnel.

Ensure prompt, reliable, and efficient refuse collection by the City's private refuse contractor.

Promote public education in the area of solid waste disposal through the Solid Waste Management Commission.

Supervise the activities of the city's three drop off recycling centers.

Administers the city's National Pollutant Discharge Elimination System (NPDES) permit program to control water pollution.

Administer the city's right-of-way maintenance contracts with the Michigan Department of Transportation (MDOT) and the Macomb County Department of Roads (MCDR).

Act as liaison to the Macomb County Health Department, Environmental Health Division and Michigan Department of Transportation for storm water activities within the City.

Act as liaison with Great Lakes Water Authority for the purchase of potable water and water supply issues.

Act as liaison with the Macomb County Public Works Office as part of the city's membership in the Macomb County Wastewater Disposal District (MCWDD).

Maintain the City-owned fleet of vehicles and equipment in a safe, proper functioning condition. Maintain an adequate parts inventory.

Coordinate capital budget and related purchases.

Administer the City's tree planting operations; review hazardous tree complaints and make recommendations in accordance with the vegetation ordinance.

Recommend and participate in the establishment of ordinances related to the use of the City's infrastructure or in areas of department responsibility.

Implement, update and adjust rates and fees for services to reflect current costs and to meet current needs.

Administer the following programs: refuse collection and disposal, retention basin maintenance, and noxious weed cutting.

Develop performance objectives for the levels of service to be provided by the Department. Gather data and assemble proposed division budgets and maintain operational control of appropriate funds to assure that money is spent in accordance with Department policy and Council's directive.

Participate in the hiring of new personnel and establish and enforce personnel policy in accordance with Civil Service rules, union contracts, and administrative policies and procedures.

Work with contractors, builders, general public, and other departments to coordinate activities and ensure good service to the community.

Manage the City's fleet of vehicles, schedule maintenance and repairs, and write specifications for new vehicles.

CHAPTER 6 - CITY DEVELOPMENT DEPARTMENT

SECTION 601. Composition

a) The City Development Department shall consist of the following Administrative Officers:

City Development Director
City Planner
City Development Manager
City Engineer
Building Official / Facilities Maintenance Manager

and employees as may be provided for by an Administrative Staffing Schedule.

SECTION 602. Duties of Administrative Officers

(a) Duties of the City Development Director

Under the direction of the City Manager, is responsible for general supervision and control of all employees of the department.

Responsible for administration, supervision, and coordination of all City Development Department programs and activities.

Prepare drafts, review and comment, or take actions to cause execution of varied agreements, contracts, deeds or other documents with developers, builders, contractors, corporations, property owners, and other public agencies for a number of purposes, such as equipment, capital improvements, maintenance, and connection or use of facilities.

Recommend and participate in the establishment of ordinances related to the use of the City's infrastructure or in areas of department responsibility.

Supervise all departmental personnel to ensure efficiencies in City Development activities.

Develop a professional team approach with a high degree of competence and sound judgment to encourage efficient departmental operations for the benefit of the City's residents and businesses.

As liaison to the Board of Ordinance Appeals, manage code enforcement personnel and functions to ensure compliance with City property maintenance codes is realized. Create innovative approaches to enable the City to meet the demand of residents and businesses for clean and safe neighborhoods and developments. Supervise all available resources dedicated to Code Enforcement.

Compile and analyze technical and statistical information and prepare reports regarding departmental operations throughout the City for use by City Management and state and federal agencies.

Provide leadership and guidance in the implementation of the 2030 Visioning process through development of new master land use and parks and recreation plans.

Identify resources outside city government to support community improvements, including grant funding and donations.

Create and coordinate unique economic development partnerships which promote green initiatives and technology, including the Blue Economy and STEM / Velocity Jr.

Oversee the Community Development Block Grant program and compliance with all applicable federal regulations.

Serve as Executive Director to the Sterling Heights Housing Commission.

Supervise City personnel dedicated to the operation and management of the Velocity collaborative center. Assist in liaison activities between the City and the Local Development Finance Authority (LDFA).

(b) Duties of the City Engineer

Under direction of the City Development Director, is responsible for all engineering services for the City, and for developing master plans and programs for public improvements. Supervise staff in plan review, design, inspection, and contract administration for water and sewer mains and lines, drains, parking lots, roads, and streets.

Establish policies and procedures for the acquisition of land, easements, and rights-of-way required by the City. Take all actions needed for such acquisition. Establish policies and procedures for disposal of land, easements, and rights-of-way, which are no longer necessary for a public purpose and take such actions for their disposal.

Review the City's infrastructure needs; establish annual and long-range capital improvement programs. Take action to initiate and coordinate the construction of these improvements, including but not limited to pavement, sanitary sewers, drainage, watermains, sidewalks, parks, and public buildings and coordinate these public improvements with other units of government.

Prepare drafts, review and comment, or take actions to cause execution of varied agreements, contracts, deeds or other documents with developers, builders, contractors, corporations, property owners, and other public agencies for a number of purposes, such as equipment, capital improvements, maintenance, and connection or use of facilities.

Recommend and participate in the establishment of ordinances related to the use of the City's infrastructure or in areas of department responsibility.

Implement, update and adjust rates and fees for services to reflect current costs and to meet current needs.

Develop landscape design plans for major road rights-of-way, medians, and City parks.

Review litigation related to the Engineering Office with the City Attorney. Direct the administration of the Engineering Office.

Direct and oversee the proper preparation of design drawings, specifications, estimated costs and contracts for City construction projects such as water mains, sewers, drains, roads, sidewalks, and park development. Supervise staff in inspecting and approving placement of those municipal improvements.

Review plans, conduct inspections, and supervise construction of all privately built streets, sidewalks, and water and sewer lines to see that City standards are met.

Review or initiate various reports and studies pertaining to the City's engineering requirements.

Assist other offices including Public Works, Planning, Building, and Assessing by providing professional engineering services as needed.

Meet with County and State agency representatives, homeowners, developers, engineers, and contractors to discuss and resolve problems concerning water and sewer service, roads, and other issues. Act as liaison between City, County, State and Federal agencies.

Implement current technology to enable the Engineering Office to operate more efficiently.

Coordinate with a professional engineering firm regarding assignments for engineering services during periodic peak overload building periods, designate projects, and review completed work.

Assign and coordinate work with other consulting engineers retained by the City for specific studies, reports, etc.

Prepare and process special assessment proceedings for all improvement projects constructed under special assessment.

(c) Duties of City Development Manager

Under the direction of the City Development Director, is responsible for development, implementation and marketing of Blue Economy initiatives and collaborate on the Parks & Recreation Master Plan and the Bike Path Master Plan to enhance the City's future development of key recreational opportunities.

Survey, assess, and plan for improvements to the infrastructure, facilities, and attractions in the City's major and neighborhood parks in collaboration with the Community Services Department and Department of Public Works.

Assist the City Engineer in proper preparation of design drawings, specifications, cost estimates and contract administration for public improvement projects. Participate directly in the work as necessary. Review plans and supervise inspection as necessary.

Acquire easements and rights-of-way as needed for city projects. Coordinate disposal of city-owned property no longer needed for a public purpose.

Assist the City Manager as traffic/street system administrator. Complete Act 51 reports. Coordinate traffic studies and installation of traffic control devices with the Police and Public Works Departments, residents and outside agencies.

Act as city NPDES permit administrator in coordination with DPW.

Act as city flood plain administrator.

Manage city sustainability and green initiatives, including streetlight management and administration. Participate with the Southeast Michigan Regional Energy Office.

Assist City Development Director and City Engineer with preparation of departmental operating budgets including budgets for Major Roads, Local Roads and Road Bond Construction Fund in coordination with DPW.

Act as liaison to the City Manager, City Council and Ordinance Board of Appeals in the absence of the City Development Director or City Engineer at regularly scheduled or special meetings.

(d) Duties of the City Planner

Under the direction of the City Development Director, is responsible for administration and coordination of the Office of Planning. Coordinate and monitor the approval of commercial, industrial, and multiple family development plans for compliance with adopted master plans and planning policy.

Work with the Planning Commission in developing and revising comprehensive plans and programs for the orderly development and utilization of land and other physical assets of the City.

Provide professional planning and administrative support to the Planning Commission by providing meeting places, coordinating agendas, transcribing and distributing of minutes, providing findings and recommendations, maps, and research data.

Advise and propose solutions to the Planning Commission on a variety of planning matters and problems such as rezoning, subdivision plats, special approval land uses, public service facilities, and plans for sections of the City as reflected in the Master Land Use Plan.

Conduct special studies and research on planning matters (e.g., land use, commercial feasibility and market analysis, housing trends, population projections, etc.) for City Administration and Planning Commission.

Review plans submitted for development with regards to tree inventories for compliance with the City's Tree Preservation Ordinance and inspect sites to determine accuracy of inventories.

Assist in the preparation and update of Master Plans and the development of policies to implement those plans.

Function as ombudsman for development activities.

Serve as liaison with adjacent communities, County and State agencies to coordinate planning activities.

Review and approve residential plot plans and site plans for compliance with the requirements of the Zoning Ordinance and review and approve zoning compliance use permit applications.

Review tree surveys and landscape plans for compliance to appropriate codes and issue tree removal permits.

Review and make recommendations on industrial, commercial, and multiple-family site plans before formal presentation for Planning Commission approval.

Review easement encroachment requests from property owners.

Interpret Zoning Ordinance and various other ordinances for residents, developers, builders, or other interested parties.

Assist residents and developer/builders in resolving complaints or problems, or complying with requirements and procedures relative to the Zoning Ordinance or other City ordinances.

Act as administrative liaison to Zoning Board of Appeals (ZBA) which includes preparing board agendas, reviewing ZBA applications, and preparing all back-up information and reports.

Supervise the review and processing of site plans and subdivision plats and coordinating the reviews of other applicable departments.

Provide input into all land division/combination applications and administer temporary use requests.

Review and make recommendations on liquor licenses, amusement devices, motel licenses, and massage establishments.

Serve as coordinator between city and census bureau for all pre- and post-census review of demographic data and mapping.

Assist in researching and preparing text amendments to Zoning Ordinance. Also, assist in preparation of testimony and exhibits involving planning related lawsuits and other miscellaneous items as assigned.

(e) Duties of the Building Official / Facilities Maintenance Manager

Under the general direction of the City Development Director, assists in managing the Office of Building Services by coordinating work assignments of staff as it relates to the plan review process. Assists developers, builders, professionals, and homeowners with specific questions or problems arising from construction and the plan submission process. As Facilities Maintenance Manager, is responsible for the custodial care and maintenance of City buildings.

Enforce codes and ordinances relating to building, wiring, plumbing, heating and cooling by developing policies and procedures for making inspections to ensure that each of the activities conform to City ordinances and State law.

Review and sign all permits and plans for buildings in the City.

Assign work to inspectors and may participate in the most complex inspections.

Recommend to City Manager and City Council changes in codes and ordinances to keep abreast of new concepts, practices, procedures, and materials.

Act as advisor to the Code and Ordinance Boards of Appeal and furnish appropriate data in appeals cases.

Serve as Chairperson of the Code Committee.

Appear in court to testify in cases involving Building Services activities.

Issue permits.

Review plans to ensure that they conform to appropriate building codes and ordinances.

Inform homeowners, architects and builders concerning the requirements of city codes and ordinances.

Maintain accurate records of all activities in building services and make periodic reports to the City Manager, state and federal government.

Consult with other departments and divisions regarding plan reviews to ensure compliance with all City codes and ordinances.

Inspect and investigate construction sites to assist inspectors with special problems or to check their work and to be acquainted with various building projects.

Review and update new materials and procedures for compliance to code requirements.

Conduct meetings with builders, architects and their technical staff, building services technical staff and fire department inspectors prior to start of a large construction site to ensure a common understanding of the application of city ordinances and codes.

Investigate complaints made against inspectors and support staff. Recommend discipline as necessary.

Serve as Building Security Officer, obtaining and repairing various locks, setting up and changing locks, combinations and making, cataloging and issuing keys.

Supervise and direct the custodial and maintenance staff and Facilities Maintenance Coordinator. Plan and develop work schedules and maintenance projects.

Provide written specifications for all electrical, mechanical, and renovation work.

Investigate and troubleshoot building problems and safety issues that arise to insure the well being of the citizens and City employees.

Research product quality and competitive pricing to aid in the selection and purchase of all housekeeping and maintenance supplies.

Oversee the City's archive and storage area and provide verification of capital equipment and fixed asset disposition.

Supervise, coordinate, and follow-up on outside vendors and contractors to insure the quality of materials and workmanship.

Plan, develop, and prepare the annual Facilities Maintenance budget and administer once approved.

Direct and coordinate the shipping and receiving area.

Supervise the preparation of voting machines and their timely distribution to the voting precincts during local, state, and national elections.

Maintain building security insuring all intrusion and fire alarms remain operational and are tested on a regular basis.

CHAPTER 7 - POLICE DEPARTMENT

SECTION 701. Composition

(a) The Police Department shall consist of the Police Chief and such other officers and employees as may be provided for by law.

SECTION 702. Duties of the Administrative Officer and Members

(a) Duties of the Police Chief

Under the direction of the City Manager, is in immediate charge of the Police Department. Responsible for the proper and efficient enforcement of all laws, ordinances, and regulations which the Police have authority to execute.

Supervise directly and through subordinate command officers all patrol, traffic, investigative, juvenile, and ancillary departmental personnel. Perform normal managerial and administrative functions such as personnel and budget administration, reviewing performance, and counseling and disciplining staff members.

Plan, develop, and oversee the implementation of Department policies and procedures in accordance with the City Charter, applicable laws and ordinances.

Ensure proper functioning of department and coordination with other law enforcement agencies by participating in meetings of professional police organizations such as county, regional and state chief associations and maintaining contacts with officials of Federal, State, and local law enforcement agencies. Attend Council meetings and staff meetings to report on police matters, recommend City policy and receive policy decision. Make other reports and investigations as requested by the City Manager or Council.

Oversee the development, implementation, and operation of specialized enforcement and/or education programs.

Investigate and resolve citizen complaints against members of the Police Department.

Oversee the preparation of police activity reports for City management as well as for State and Federal enforcement and/or investigative agencies.

Responsible for functions of City traffic engineer, analyzing and assessing the need for traffic control devices and recommending the appropriate action and policy for Council consideration.

(b) Duties of Members

It shall be the duty of members of the Police Department to enforce all ordinances of the City and all statutes effective in the City; to preserve order and prevent infractions of the law and to arrest violators thereof; to respond and assist in all emergency situations; to

investigate motor vehicle accidents and criminal activity; to maintain records and items of evidence; to educate the public in crime prevention; and to perform such further duties as are provided by law.

CHAPTER 8 - FIRE DEPARTMENT

SECTION 801. Composition

(b) The Fire Department shall consist of the Fire Chief and such other officers and employees as may be provided for by law.

SECTION 802. Duties of the Administrative Officer and Members

(a) Duties of the Fire Chief

Under the executive direction of the City Manager and in accordance with Act 78 of the Public Acts of 1935 as amended, is responsible for the functions of the Fire Department including the maintenance and care of all fire apparatus, equipment, and property.

Establish policy for all phases of Fire Department operations consistent with efficient fire prevention, hazardous materials, advanced life support, and fire control programs.

Plan and develop Fire Department programs based on standards of preparedness.

Remain current with new procedures; conduct staff meetings to discuss administration, operations, fire prevention and fire control.

Evaluate training needs and approve training programs.

Maintain a sufficient complement of personnel on duty and the necessary equipment to insure effective fire control.

Attend meetings with other department heads to discuss organizational projects and problems.

Supervise officers and provide general guidance and direction.

Make recommendations for hiring, promoting, and demoting personnel. Enforce discipline and issue penalties for rule and regulation violations.

Responsible for fire control and pre-fire planning for fire attack.

Participate in local fire organization, speak to civic groups and other interested parties about Department activities.

(b) Duties of Members

It shall be the duty of the Fire Department to prevent and extinguish fires, protect life and property against fire, remove fire hazards, provide emergency services and rescue operations, hazardous materials responses, advanced life support, conduct fire inspections and investigations, and educate the public in fire safety and prevention.

CHAPTER 9 – PUBLIC LIBRARY DEPARTMENT

SECTION 901. Composition

(a) The Public Library Department shall consist of the Public Library Director and such other employees as may be provided for by an Administrative Staffing Schedule.

SECTION 902. Duties of the Administrative Officer

(a) Duties of the Public Library Director

Under the direction of the City Manager, is responsible for general supervision and control of all employees of the department.

The Public Library Director shall plan, implement and supervise the operations and programs of the Sterling Heights Public Library, subject to policies established by City Charter and State rules and regulations.

Develop detailed procedures for maintaining library standards, attaining stated library goals and objectives, and for responding to the information needs of the community.

Oversee Library services to include maintenance of efficient circulation of materials and availability of adequate periodical collection, and the coordination of commissions and committees.

Prepare agendas, attend public meetings, and provide advice and counsel to the Advisory Library Board of Trustees to develop policies and services.

Prepare agendas, attend public meetings, direct special activities, and provide advice and counsel to the City's Historical Commission.

Provide administrative support for the activities of the Friends of the Library.

Prepare and recommend the annual program and capital improvement budget. Oversee the expenditure of funds according to approved budget and supervise the keeping of budgetary records of receipts and expenditures.

Provide input regarding the strategic plan for the Library.

Represent and promote the Library to its clientele and to the community.

Prepare application proposals for Library grants and manage expenditure of monies.

Personally or through subordinate supervisors select, organize, train, supervise full-time and seasonal staff, and promote good working relationships among employees.

Serve as Departmental representative on various City-wide organizational committees.

Direct the activities of permanent and volunteer staff. Direct the maintenance of activity and attendance records and submission of various reports.

CHAPTER 10 – PARKS AND RECREATION DEPARTMENT

SECTION 1001. Composition

(a) The Parks and Recreation Department shall consist of the Parks and Recreation Director and such other employees as may be provided for by an Administrative Staffing Schedule.

SECTION 1002. Duties of the Administrative Officer

(a) Duties of the Parks and Recreation Director

Under the direction of the City Manager, is responsible for general supervision and control of all employees of the department.

Oversee and direct the operations of the Parks and Recreation Department, including development and coordination of the public recreation program to serve the needs of the residents of the community, including a variety of recreational and nature service programs for youth, adults, handicapped, and senior citizens.

Supervise the varied recreational programs for residents of all ages and abilities.

Coordinate the activities of permanent and seasonal staff including the maintenance of activity and attendance records and submission of various reports.

Responsible for the utilization of parks, properties, and buildings owned by the City or other public or private facilities (schools, churches, and private clubs) that may be used for recreational activity.

Select, organize, train, and supervise full-time and seasonal staff, and promote good working relationships among employees.

Develop specifications for recreational equipment working with the Purchasing Manager.

Coordinate park maintenance priorities.

Recommend an annual program and capital improvement budget.

Oversee the expenditure of funds according to approved budget and supervise the keeping of budgetary records of receipts and expenditures.

Review park development plans for City management and make recommendations concerning recreational aspects of plans.

Work in cooperation with City management and park consultants updating the City-wide Recreational Master Plan and the formulation of park site development plans.

Serve as the Office of Parks and Recreation's representative on various City-wide organizational committees.

CHAPTER 11 - ADMINISTRATIVE SERVICE & ORGANIZATIONAL CHART OF THE CITY

Pursuant to City Code, Chapter 2, Article 2, Section 2-20, the organization chart reflects the components of this Administrative Plan.

Effective: January 19, 2016

Mark D. Vanderpool
City Manager

Confirmed by City Council: January 19, 2016

Delivered JAN 28, 2016

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2 A-H
Meeting: 02/02/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Consent Agenda

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, 446-2421

Administration (initial as applicable)

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

Attachments

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

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

Suggested Action:

MOVED BY: **SECONDED BY:**

2. A. Approval of Minutes
Regular Meeting of January 19, 2016

B. Approval of Bills

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

D. To purchase a 10" Flygt submersible pump for the East Hampton retention pond (Total expense of $17,987).

E. To split an award of a bid for bulk supplies and materials for the Department of Public Works for a one year period (Estimated cumulative annual expenditure of $175,000).

F. To award a bid for snow removal services through June 1, 2016 based on unit prices bid (Estimated expenditure of $30,760).

G. To approve a Memorandum of Agreement between the City of Sterling Heights and Arcadia Publishing, Inc. for the publication of a book entitled *Modern Images of America Series: Sterling Heights* (No cost to the City).

H. To adopt a resolution assigning the City of Sterling Heights' allocation of Qualified Energy Conservation Bonds to the State of Michigan.

Delivered January 28, 2016
Agenda Item 2-A
Meeting: 02/02/16

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, JANUARY 19, 2016

IN CITY HALL

Mayor Michael C. Taylor called the meeting to order at 7:30 p.m.

Mayor Taylor led the Pledge of Allegiance to the Flag and Mark Carufel, City Clerk, gave the Invocation.

Council Members present at roll call: Deanna Koski, Joseph V. Romano, Maria G. Schmidt, Nate Shannon, Doug Skrzyniarz, Michael C. Taylor, Barbara A. Ziarko.

Also Present: Mark Vanderpool, City Manager; Jeffrey Bahorski, City Attorney; Mark Carufel, City Clerk; Madeline L. Ranella, Recording Secretary.

APPROVAL OF AGENDA

Councilwoman Ziarko removed Consent Agenda Item 2G and made it Consideration Item 6.

Councilman Shannon removed Consent Agenda Item 2H and made it Consideration Item 7.

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

Yes: All. The motion carried.

REPORT FROM CITY MANAGER

Mr. Vanderpool reported in October of 2015, City Administration worked with a company called Plowz and Mowz to bring on demand snow removal to Sterling Heights residents, with exclusive benefits only offered in our City. This innovative technology allows customers to order a snow plow or lawn mow directly from their smart phone, tablet, or personal computer. To date, 800 residences in Sterling Heights have downloaded the app and registered for the service.

Mr. Vanderpool announced a new software package being installed in our Parks and Recreation Department which will have many new enhancements. The first enhancement to note is that we will have the ability to text and email our program alerts to our current and past participants. In addition, we will have a module for league administration which has the ability to auto draft players and create schedules. Additionally of note, we will have the ability to take registrations/payments at offsite locations with the point of sale module. This will especially be an added value for ticket sales at the dance recital as we will be able to accept on-site credit card payments in the near future. Currently, we can only take cash and check at the door.

Mr. Vanderpool reminded everyone of the Strategic Planning Meeting scheduled for Tuesday, January 26, 2016 at 7:00 p.m.

PRESENTATION

Councilman Skrzyniarz presented the nice neighbor award to Joan Kajor and John Bingham, nominated by their neighbor, Joyce Tye.

ORDINANCE INTRODUCTION

1. Mr. Vanderpool made a presentation on the proposed ordinance amending Chapter 2, Article II, §§2-17, 2-18, and 2-19 of the City Code and the confirmation of the Administrative Code and Plan. He explained the Plan proposes two significant organizational changes. First, the Office of City Development is being changed to the City Development Department. The Office of City Development is currently part of the Department of Public Works (DPW). By changing to department status, City Development will be restored to the status it had for most of the City's history. If approved, the new City Development Department will absorb the offices of engineering, planning, building services and neighborhood services from the DPW.

   Mr. Vanderpool went on to state this change is motivated by efficiencies to be realized by having the offices of planning, engineering and building services all working under a unified department reporting to the City Development Director. As City Council is aware, great strides have been made in streamlining city services in this critical area to the benefit of developers and businesses within the City. It no longer makes sense to have these offices reporting to the Director of Public Works.

   Mr. Vanderpool pointed out the second significant organizational change is to split the current Community Services Department into the Library Department and Parks and Recreation Department. Once again, this change, if approved, restores the management of the Library and Parks and Recreation into the traditional model of separate departments. He indicated the departments were merged a number of years ago due to retirements. Due to the increasing importance of parks and recreation programming to

the City's strategic plan, it makes sense to re-establish the Parks and Recreation Department at this time.

Mr. Vanderpool pointed out the Administrative officer changes: The Community Services/Public Library Director position held by Tammy Turgeon is being renamed Public Library Director. The Parks and Recreation Manager position occupied by Kyle Langlois is being elevated to the Director of Parks and Recreation.

The Information Technology Manager position occupied by Steve Deon is being elevated to Information Technology Director.

The City Development Director position is being added to reflect Denice Gerstenberg's elevation to direct the new City Development Department.

The former Broadcast Services Manager and Economic Development Manager positions are being eliminated as administrative officers due to a retirement and the contracting out of economic development services, respectively.

The Purchasing and Risk Manager position is being renamed Purchasing Manager to accurately reflect the administrative officer duties being performed by Jim Buhlinger.

Mr. Vanderpool stated cumulatively, the number of administrators has been reduced from 20 to 19 since 2013. A total of 8 administrative positions have been eliminated since 2011. The monetary savings realized by the City as a result of the elimination of 8 administrative positions is $1.2 million, annually.

Mr. Vanderpool recommended introduction and adoption of an ordinance amendment to incorporate the above mentioned changes.

Mrs. Sanaa Elias discussed the increase in pay with the title changes and questioned the reasoning.

Moved by Romano, seconded by Taylor , **RESOLVED**, to confirm the City Manager's Administrative Code and Plan effective January 19, 2016.

Yes: All. The motion carried.

Moved by Romano, seconded by Ziarko, **BE IT RESOLVED**, to introduce an ordinance amending Chapter 2, Article II, §§2-17, 2-18, and 2-19 of the City Code to conform the listing of Administrative officers to the Administrative Code and Plan.

Councilman Romano pointed out the savings to the City, even with the title changes. He stated all four of these employees deserve these titles and pay increases. He is in total support of the changes.

Councilwoman Ziarko stated she is in favor of the changes because even though the title was not there, the employees were doing the work of the elevated title.

Yes: All. The motion carried.

CONSENT AGENDA

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

A. To approve the minutes of the Regular Meeting of January 5, 2016, as presented.

B. To approve payment of the bills as presented: General Fund - $333,663.74, Water & Sewer Fund - $2,659,627.28, Other Funds - $1,397,560.13, Total Checks - $4,390,851.15.

C. **RESOLVED**, to reject the sole bid received for the 2015 Sanitary Sewer and Water Main Repair Program, City Project #13-244, and authorize the Office of Engineering to proceed with a rebid

D. **RESOLVED**, to:

1) Award the bid for the DPW fuel storage Facility Replacement, City Project #15-275, inclusive of the alternate bid for additional pavement removal and replacement, to Oscar W. Larson Company, 10100 Dixie Highway, Clarkston, MI 48348, at a cumulative cost of $671,783.00;
2) Authorize a budget amendment of $315,000 from the Water and Sewer Fund Reserves; and,
3) Authorize the Mayor and City Clerk to sign all documents required in conjunction with this project on behalf of the City.

E. **RESOLVED**, to accept the proposal by Plante and Moran, LLC for audit services, for a three-year period, with an option to extend the terms and conditions for two one-year periods, and authorize the City Manager to sign all documents required in conjunction with this approval.

F. **RESOLVED**, to approve the commitment of the City of Sterling Heights' allocation of 2014 and 2015 Federal HOME program funding to Community Housing Network, 570 Kirts Boulevard, Suite 231, Troy, MI 48084, in the amounts of $219,114 and $118,119, respectfully, and authorize the City Manager to sign all documents required in conjunction with this approval.

G. Moved to Consideration Item 6.

H. Moved to Consideration Item 7**.**

I. **RESOLVED**, to receive the lawsuit, *Patric Jon Hickman v. City of Sterling Heights*, 41A District Court Case No. S-15-4356-GZ.

Yes: All. The motion carried.

CONSIDERATION

3. Mr. Phil Ruggeri, 43231 Schoenherr Road, Sterling Heights, made a presentation on behalf of the petitioner, Lahib Shallal. He explained the prior use of the building, the $30,000 paid by the petitioner to transfer the liquor license and the great opportunity for the City to make use of a building that was not usable. Mr. Ruggeri also pointed out the petitioner paid the delinquent property taxes and has entered into an 18-month lease of the licensed premises, with an option for a 5 year renewal.

Mr. Charles Jefferson questioned whether the petitioner has enough funding to complete the project and the timeframe for the business to be up and running.

Moved by Schmidt, seconded by Romano, **RESOLVED**, that the request to transfer ownership of 2015 Class C liquor license, with Sunday Sales Permit (P.M.), specific purpose permit (food), new dance-entertainment permit, located at 31531 Gratiot Avenue, Roseville, MI, from Alia's Restaurants, Inc. to Diana Mary, Inc., and transfer location to 38435 Mound Road, Sterling Heights, MI 48310, be considered for approval.

Councilwoman Schmidt questioned whether the petitioner is planning to make any improvements to the building.

Mr. Shallal replied they are keeping it the way it is right now and just cleaning it up, since it is already being used as a hall.

Councilwoman Schmidt questioned whether their intent was just to use it for banquets and Mr. Shallal indicated yes.

Councilwoman Schmidt questioned whether the petitioner would be there all the time and he indicated yes.

Councilwoman Schmidt questioned whether Police Lt. Belmonte gives his blessing on this request.

Lt. Belmonte responded the police department did their traditional background check on this facility and the applicant. He stated they have a relationship with their liquor license holders in the City and this applicant has been awesome in dealing with the City. Lt. Belmonte pointed out there is nothing negative in the background check.

Councilman Romano pointed out the location of the banquet hall and stated this request is a good idea and there is a lot of money involved with the back taxes. This petitioner has been a resident of the City for over 20 years and Councilman Romano is 100% in favor of the request.

Mayor Taylor echoed the sentiments of the other Council members. He thanked the petitioner for investing in our City and wishes them the best of luck moving forward.

Yes: All. The motion carried.

4. Moved by Romano, seconded by Schmidt, **RESOLVED**, to appoint Dale R. Deming to the Zoning Board of Appeals to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Councilman Romano pointed out Mr. Deming served on the board for a long time before his illness and is excited about returning to serve again.

Yes: All. The motion carried.

5. Moved by Shannon, seconded by Taylor, **RESOLVED**, to appoint Judi Dent to the Arts Commission to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Councilman Shannon stated he spoke to Ms. Dent today and she is very excited to be appointed to the Arts Commission.

Yes: All. The motion carried.

6. Item G from the Consent Agenda:

Fire Chief Chris Martin made a presentation on his request for approval of an Interlocal Agreement between the City of Sterling Heights and Charter Township of Clinton for Reciprocal Lending of Municipal Fire Apparatus.

Mrs. Sanaa Elias questioned how this was handled before we had an agreement. She inquired the necessity at this time.

Moved by Ziarko, seconded by Schmidt, **RESOLVED**, to approve the Interlocal Agreement between the City of Sterling Heights and the Charter Township of Clinton for Reciprocal Lending of Municipal Fire Apparatus and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.

Councilwoman Schmidt thanked Chief Martin for his presentation and clarifying that this agreement has nothing to do with the consolidation study. She inquired whether the Charter Township of Clinton has approved this agreement.

Chief Martin responded yes, it was on their agenda last Monday.

Councilwoman Schmidt inquired whether there was any money exchanged and the Chief responded no, they would return the vehicle with the same amount of fuel it had when they borrowed it and they would be liable for the piece of equipment while it is being used by their department.

Councilwoman Ziarko asked Chief Martin to explain to the residents the difference between this agreement and mutual aid.

Chief Martin responded the Fire Department has never exchanged apparatus, but now there is a need for it. As far as mutual aid, they send an officer with an engine to any municipality that requests help.

Councilwoman Schmidt questioned what would happen if we lent a fire engine to Clinton Township and then needed it back.

Chief Martin responded we would ask them to bring it back and if we anticipated the need for our apparatus, we have the option not to lend it out.

Councilwoman Schmidt pointed out in March, the Township of Clinton is getting 5 new trucks and this agreement would be more beneficial to the Sterling Heights Fire Department than Clinton Township, since our equipment is older.

Councilwoman Schmidt questioned the Knox boxes that are on our fire trucks and what would happen to them when we lend out our trucks.

Chief Martin responded they are not installed in the engines yet, but when the Fire Department switches vehicles, they would take the key out.

Councilman Romano questioned whether there was any discussion about a daily rate to borrow the apparatus.

Chief Martin responded the engines are just sitting there and they might need to use them sometime; also they don't charge for mutual aid. He stated exchanging money between departments is not something they do.

Councilman Romano stated the City of Sterling Heights has three reserve trucks and inquired whether Clinton Township has any. He also questioned the number of fire stations they have.

Chief Martin responded they also have five fire stations and they have one reserve truck now, but will have three once they put all five of the new trucks in service.

Councilman Romano questioned whether Chief Martin was approached by any other department and he responded yes, in 2006, the City of Warren. The Chief pointed out the City of Warren did not like the agreement that was drawn up. No other city was asked.

Councilwoman Koski questioned whether this only applies to the fire engines.

Chief Martin responded it is apparatus, so that would include ladder trucks and fire rescue trucks. He pointed out the City has a new fire rescue truck coming in June, so we have no reserve rescue truck right now.

Yes: All. The motion carried.

7. Item H from the Consent Agenda:

Moved by Shannon, seconded by Taylor, **RESOLVED**, to adopt the resolution calling for the immediate repeal of §57(3) of the Michigan Campaign Finance Act.

Councilman Shannon pulled this item off the Consent Agenda so he could make a few comments on it. He pointed out this new law upsets him and it should upset the residents of Sterling Heights also. He believes this is a complete over-reach of Lansing authority and he is not sure how they have the right to tell the local municipalities how to run their cities. This act puts a gag order on the Council and Administration from discussing a millage proposal. He stated any violation of this law could cost the City a $20,000 fine. Councilman Shannon believes the motivation for his law is unclear and a solution looking for a problem.

Councilwoman Ziarko agrees with Councilman Shannon. She believes the City Council has to take action and this law needs to be repealed. She stated it is one more time that the City is losing municipal control.

Councilwoman Schmidt stated she would be supporting this resolution as well. She stated to deny or gag the mouths of any elected body is really doing a disservice to our residents. Councilwoman Schmidt stated everyone has a right to get the education they need in order to be an informed voter. She believes if the municipalities are not allowed to speak on the issues, the residents will receive totally biased information from people either in favor or against the proposal

Councilman Skrzyniarz supports his colleagues. He stated this is very disturbing and he doesn't understand why the local governments are being attacked. He hopes at some point our state legislators and governor would recognize all that goes on in the local communities. He supports the resolution.

Councilman Romano explained that this law states 60 days before any election, there can be no discussion or any information provided to allow the public to have knowledge of what we are trying to do. The City Council wants to repeal this law and give authority back to the local government.

Councilwoman Koski agrees with her colleagues. She stated they have a duty as City Council members to inform our residents about what is going on the ballot. She is in full support of repealing the law.

Mayor Taylor stated the State Legislators and the Governor have no idea how things are run at the local level and they need to come down and spend some time with the local communities. He pointed out this is the first line of communication with our residents. Mayor Taylor doesn't see any harm in telling people 60 days before an election that this millage proposal will affect the Police Department, the Fire Department, the Parks and Recreation Department or the Library. This would be factual, unbiased information. He urges someone from Lansing, that voted in favor of this bill, to come into our City and explain to our residents why this is the wrong thing to do. Mayor Taylor also believes this law needs to be repealed.

Councilwoman Ziarko questioned whether the fine would be $20,000 per incident.

Mr. Bahorski responded when a resident comes up to the podium with a question on a ballot proposal, the City Council would not be able to answer their question. The fine could be $20,000 every time a reply was made by the city or City Council.

Councilman Skrzyniarz discussed the fact that the meetings are televised and if someone comes up to the City Council to speak about anything related to the millage, we would have to stop the broadcast.

Mr. Bahorski responded if a resident came up to speak on an issue at a televised meeting, City Council would not be allowed to respond.

~ Resolution ~

Sterling Heights City Council

A resolution of the Sterling Heights City Council calling for the immediate repeal of §57(3) of the Michigan Campaign Finance Act.

On January 6, 2016, Michigan Governor Rick Snyder signed Public Act 269 into law. In doing so, Governor Snyder gave immediate legal effect to §57(3), a new section being added to the Michigan Campaign Finance Act.

The addition of §57(3) came as a late night, last minute amendment to Senate Bill 571 that ballooned the proposed legislation from 12 pages to 63 pages and deprived many Michigan legislators of an opportunity to fully comprehend the constitutionality and adverse impact of the amendment. Importantly, the Michigan legislators did not receive critical input from those most adversely impacted by §57(3), being Michigan's counties, cities, townships, villages, and school districts.

§57(3) prohibits a public body, or a person acting on its behalf, from using public funds or resources for the purpose of communicating any information to the electorate regarding a local ballot question on a ballot within sixty days of an election.

§57(3) imposes a broad gag order on county and local governments and school districts and their respective officials that prohibits the dissemination of factual information intended to inform the electorate on a local ballot proposal.

Municipal governments and their elected officials have a duty to inform the electorate in their respective jurisdictions regarding ballot questions placed before them for a vote. Existing laws, including the former version of §57, already prohibit the improper use of public funds to advocate for or against a ballot question. §57(3) creates an absurd result where permissible

conduct under the Michigan Campaign Finance Act performed outside of sixty days before a local election becomes illegal within sixty days of the election.

Because the new ban on communication is limited to local ballot questions, it creates disparate treatment between local versus statewide ballot questions. In addition, there are material legal and constitutional deficiencies associated with §57(3).

It is simply poor governance to allow §57(3) to remain the law in this state when the Governor and Michigan Legislators who enacted it acknowledge that it was poorly considered and has unintended consequences for local governments who are subjected to its reach.

NOW, THEREFORE,

BE IT RESOLVED, that the City Council of the City of Sterling Heights, County of Macomb, and State of Michigan, does hereby call for the immediate repeal of §57(3) of the Michigan Campaign Finance Act.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to deliver a copy of this resolution to Governor Rick Snyder and the members of the Michigan Legislature representing the electorate of the City of Sterling Heights.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Sterling Heights, County of Macomb, Michigan, at a regular meeting held on January 19th, 2016.

_____
Mark Carufel, City Clerk

Yes: All. The motion carried.

COMMUNICATIONS FROM CITIZENS

Mr. Charles Jefferson - Hall Road repairs, Flint water problems/effect on Sterling Heights, Safety of City employees.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool pointed out Hall Road is a state road and the City has no jurisdiction. Moravian Road is a county road and again the City has no jurisdiction. The complaints received have been passed along to the appropriate departments.

There was no report from Mr. Bahorski at this time.

Councilwoman Ziarko reported that St. Blaise wants to be a drop off center for donations of water for the City of Flint.

Councilwoman Ziarko reported the warming center is ready and opening on Sunday night.

Councilwoman Ziarko agrees with Mr. Jefferson that some issues need to be discussed and the City Council is very aware of this and trying to do all they can to protect the City employees.

Councilwoman Ziarko requested a letter be drafted to the County regarding the roads that residents have complained about in the hopes that we can expedite repairs on the roads: Mound around 18 Mile Road, Schoenherr from south of 15 Mile Road to Clinton River.

Councilman Skrzyniarz invited all concerned residents to attend the Strategic Planning Meeting next Tuesday and voice their suggestions on how to move the City forward in the coming year.

Councilman Romano questioned the status of his request for a used vehicle for the Citizens on Patrol.

Councilman Romano stated in regard to safety in the Council chambers, there are two police officers in the Council chambers and he hopes if a resident is asked to open their backpack, they would comply. He doesn't believe metal detectors would be the solution.

Councilman Shannon discussed the possibility of Sterling Heights becoming a partner in the United States of America Vietnam Veterans Commemoration. He asked in the meantime if anyone has any suggestions as to how to honor our veterans, he would like to hear from them.

Mayor Taylor stated there is a Strategic Planning meeting on Tuesday, January 26th and he urged all residents to attend the meeting. He thanked Councilwoman Ziarko and St. Blaise for the work they are doing.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 8:43 p.m.

_____

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF

February 2, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	$552,906.48			$552,906.48
WATER & SEWER FUND	$65,008.10			$65,008.10
OTHER FUNDS	$1,354,689.87		$8,884.62	$1,345,805.25
TOTAL CHECKS	$1,972,604.45	$0.00	$8,884.62	$1,963,719.83

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED JAN 28 2016
City Clerk's Use
Item No: 2-C
Meeting: 02/02/16

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
	Finance & Budget Director	___	Ordinance	___	Plan/Map
JB	City Attorney (as to legal form)	___	Contract	___	Other
	City Manager				

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

Executive Summary

- The proposed 2016/17 fiscal year budget will be submitted to the City Council in their Thursday packet distributed on March 24, 2016.
- 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 2016/17 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 2016/17 fiscal year budget

UPON MOTION BY MEMBER _____ and SUPPORT BY MEMBER _____ THE FOLLOWING PREAMBLE AND RESOLUTION WAS OFFERED AND ADOPTED ON FEBRUARY 2, 2016.

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:

2016/17 Budget Workshop Schedule

Thursday, March 24
- **Budget Submitted and Distributed to City Council (Thursday packets)**

Tuesday, April 12 **6:30 p.m.** **BUDGET WORKSHOP**

- **Presentation of Budget**

Annual Budget Message	Vanderpool
Executive Summary	Vanderpool/Baker
Trends & Summaries	

- **Capital Project & Other City Funds**

Capital Equipment & Vehicles	Vanderpool/Baker
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	

- **City Administration Department**

City Management	Vanderpool/Baker/Blessed
<u>Administrative Services Division</u>	
City Clerk	Carufel
Act 78 Civil Service Commission	
Information Technology	Deon
<u>Finance & Budget Division</u>	
Assessing	McLachlan
Financial Services	Reinhart/Makie

Tuesday, April 12 (continued)		Purchasing	Buhlinger
		Treasury	Varney
		General Employees Retirement System	Baker
		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 19	**7:30 p.m.**	**REGULAR CITY COUNCIL MEETING**	
		Budget Workshop continued after regular meeting (if necessary)	
Tuesday, April 26	**6:30 p.m.**	**BUDGET WORKSHOP**	
		• **Public Library Department**	
		Public Library	Turgeon
		Historical Commission	
		• **Parks & Recreation 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/Bahorski
Tuesday, May 3	**7:30 p.m.**	**REGULAR CITY COUNCIL MEETING**	
		Charter Budget Hearing	
		Budget Adoption	

DELIVERED JAN 28 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-D
Meeting: 02/02/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To purchase a 10" Flygt submersible pump for the East Hampton retention pond (Total expense of $17,987).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

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

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

Executive Summary:

- The City of Sterling Heights owns and maintains 31 retention ponds that are designed to collect and manage excess storm water flows during high volume rain events. Retention ponds help to eliminate the risk of basement flooding caused by storm water overwhelming the capacity of the City's storm sewer infrastructure. Fifteen (15) of the City's thirty-one (31) retention ponds have a primary and back-up pump that serves to dewater the retention pond.

- The East Hampton retention pond is situated in Section 17 of the City with a street address of 39437 University Drive. This approximately 5.5 acre retention pond receives storm water flows from a surface area of approximately one-half mile with approximately 400 residential homes. The retention pond is designed with a 10" submersible pump as the primary dewatering pump, with a 6" pump as back-up.

- The 10" submersible pump recently sustained a catastrophic operating failure, leaving only the 6" back-up pump available to dewater the East Hampton retention pond. The 10" submersible pump was 30 years old, which exceeded the estimated useful operating life. As spring approaches, the need to replace the 10" submersible pump is critical as heavy rain events could overwhelm the back-up pump and lead to residential basement flooding.

- For reasons of compatibility and operating efficiencies, the City exclusively uses "Flygt" brand submersible pumps manufactured by Xylem Water Solutions. The exclusive distributor of the Flygt pumps in the southern half of Michigan is Kennedy Industries. DPW is recommending a waiver of competitive bidding requirements and the immediate purchase of one new 10" Flygt submersible pump from its sole source distributor, Kennedy Industries.

- Funding for the purchase of the replacement primary 10" pump has not been included in the 2015/16 budget and will require the approval of a budget amendment from Water & Sewer fund reserves.
- Please see the attached staff report, departmental memorandum, and supporting documentation for additional information in support of this sole source purchase.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to waive the competitive bidding requirement in accordance with City Code §2-223(A) and purchase a 10" Flygt submersible pump from Kennedy Industries, Inc., 4925 Holtz Drive, Wixom, MI 48393, at a total cost of $17,987.00 and authorize a budget amendment to 59958558 (Water & Sewer Fund – Sewer Collection) 982000 (Machinery & Equipment) from Water & Sewer Fund reserves in the amount of the purchase price.

CITY OF STERLING HEIGHTS
STAFF REPORT
February 2, 2016

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

GENERAL INFORMATION:

The Department of Public Works is requesting approval for the purchase of a 10" Flygt submersible pump for installation and operation at the East Hampton Retention Pond in Section 17. The DPW is recommending the pump purchase at this time to mitigate potential residential basement flooding in the event of heavy rain events this spring.

This expense will be charged against 59958558 (Water & Sewer Fund – Sewer Collection) 982000 (Machinery & Equipment). Funding for this purchase has not been budgeted in the fiscal year 2015/16 budget and will require approval of a budget amendment in the amount of $17,987 from the Water & Sewer fund reserves.

STAFF ANALYSIS AND FINDINGS:

City Code §2-223 provides in relevant part as follows:

> With respect to purchases of supplies, services or construction items where the estimated cost is expected to be more than $10,000.00, the City Council may award a contract after determining by a 5/7th majority that there is only one contractor or vendor for the requested purchase and that the price is reasonable. Documentation shall be furnished that supports the sole source determination. The written documentation shall be available for public inspection in the office of purchasing. The Purchasing Manager, along with a representative from the requesting department, shall conduct negotiations as appropriate.
>
> A sole source purchase shall be made at the lowest obtainable price. With respect to purchases of supplies, services or construction items with an estimated cost of more than $10,000.00, the Purchasing Manager shall submit a report prior to approval of the City Council identifying the basis for the determinations that the proposed successful contractor or vendor is the sole source for the supplies, services or construction item sought to be purchased and that the price is reasonable.

Xylem Water Solutions, the manufacturer of the Flygt brand submersible pump, has provided a communication attesting to the fact that Kennedy Industries is the sole source, exclusive distributor for the purchase of the Flygt brand pumps, parts and accessories in Lower Michigan.

The Department of Public Works is requesting the sole source purchase of a 10" Flygt pump to replace the 30-year-old 10" Flygt pump that recently failed.

City retention ponds that use submersible pumps for dewatering are equipped with Flygt brand pumps. The use of one brand of submersible pumps provides the greatest degree of compatibility and allows the

DPW to rapidly repair and replace a pump since size, piping and connections will be uniform. This compatibility is crucial during times where a pump failure jeopardizes the dewatering process that prevents back-ups.

Please see the attached departmental memorandum and supporting documentation for additional information in support of this sole source purchase.

STAFF RECOMMENDATION:

Please refer to the Suggested Action on the accompanying Agenda Statement.

Notification list:
Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393
Keith Sikaitis, Municipal Sales
ksikaitis@kennedyind.com

CITY OF Sterling Heights DPW

Interoffice Memorandum

Date: January 6, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Submersible Pump Procurement for East Hampton Retention Pond

---

A retention pond is designed to mitigate excess storm water during high storm water events and prevent the storm system from becoming over charged and flow into residential homes. The East Hampton Retention pond is located in Section 17 at 39437 University Drive. This pond serves over 400 residences and approximately one-half square mile of property. The pond is 5.47 acres in size and utilizes (1) Flygt 10" submersible pump and (1) Flygt 6" submersible pump to dewater the pond during normal and high storm water events.

The Flygt 10" submersible pump has had a catastrophic failure. The East Hampton Retention Pond is currently being supported by only (1) 6" submersible pump. The industry standard estimated life span of this type of pump is 20-25 years. This pump was purchased and installed in 1985 and has provided over 30 years of service. Repairing a pump with this much wear and age is not recommended due to the cost of parts and the non-replaceable components that are worn out.

A replacement pump will have a new non-clogging design with a chrome impeller that will improve wear and efficiency. Also, the replacement pump will be more energy efficient and will provide many years of un-interrupted, dependable service.

The Department of Public Works is requesting the purchase of a Flygt 10" submersible sewage pump to be purchased for the East Hampton Retention from:

Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393

The City has a long history of purchasing Flygt pumps from Kennedy Industries for their dependability and plug and play adaptability to the City's pump configuration. Kennedy Industries, Inc. is the sole source supplier for Flygt pumps in Lower Michigan. Kennedy Industries provides great customer service and support for the City's submersible pumps.

Funding for this purchase is currently not budgeted. To proceed with this purchase it will be necessary that a budget amendment appropriating $17,987.00 from the Water and Sewer Fund to Sewer Collection account #59958558 982000 (Machinery & Equipment) be authorized by City Council.

C: Michael Moore, Public Works Director
Ken Swartz, Sewer Division Supervisor

August 12, 2015

Tim Goudy
Territory Manager
Flygt Products
1615 State Route 131
Milford, OH 45150

To whom it may concern:

Kennedy Industries, Inc. is Flygt's authorized sales, maintenance repair and service distributor in Lower Michigan for Flygt products.

Contact information is as follows:

Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393

248-684-1200 Phone / 248-684-6011 Fax

Email: info@kennedyind.com Website: www.kennedyind.com

If you have any questions please feel free to contact me.

Sincerely,

Tim Goudy

Tim Goudy

Territory Manager
Flygt Products - A Xylem Brand

Kennedy INDUSTRIES
PUMPS | VALVES | REPAIRS | CONTROLS

QUOTATION		
DATE	NUMBER	PAGE
12/14/2015	67060	1 of 1

Accepted By: _____

Company: _____

Date: _____

PO#: _____

BILL TO
STE190
City of Sterling Heights
P.O. BOX 8009
STERLING HEIGHTS, MI 48311-8009

ATTENTION:
KEN SWARTZ P: 586-446-2445 KSWARTZ@STERLING-HEIGHTS.NET

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	67060	UNIVERSITY RENTENTION POND, FLYGT, NP3153.185	HLL / KES	FRT ALLOWED

QTY	DESCRIPTION

(1) FLYGT SUBMERSIBLE SEWAGE PUMP MODEL 3153.185-623 WITH HIGH CHROME IMPELLER AND INSERT RING. PUMP RATED 15 HP, 3 PHASE 230 VOLT, WITH 10" DISCHARGE AND 50 FT. MOTOR AND SENSOR CABLE. PUMP EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLE.

(1) MINI CAS SEAL FAIL/HI TEMP RELAY - TO BE MOUNTED IN EXISTING CONTROL PANEL.

(1) OVERLOAD RELAY.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- $ 17,987.00
****
WE DO NOT INCLUDE: INSTALLATION, CONCRETE, OR SITE WORK, ANCHOR BOLTS, PIPING, VALVES, COVER, CONDUIT, WIRING, JUNCTION BOXES, PADLOCKS OR KEYS, START-UP UNLESS LISTED ABOVE

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

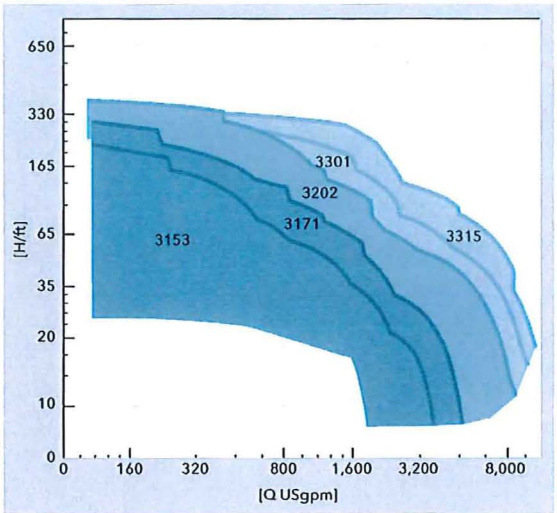
SINCERELY,
KENNEDY INDUSTRIES
KEITH SIKAITIS/HEATHER LAKE

This proposal is subject to Kennedy's standard terms and conditions of sale (rev'd 6/2014), which are attached or viewable at www.kennedyind.com. Terms of payment are net 30 days from date of invoice with 1-1/2% per month additional charge on unpaid balance. Credit card orders are subject to an additional 3% charge.
NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

Medium capacity pumps

For demanding pumping duties, five models handle fluid transport for capacities up to 8,000 USgpm. Highly efficient, these heavy-duty models provide clog-free performance in order to achieve the best overall life cycle cost.

Performance, 60 Hz

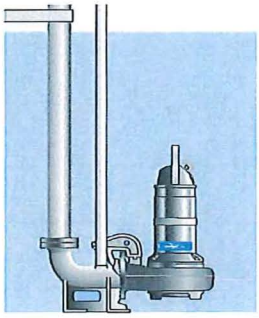


Power ratings and sizes

Model	3153	3171	3202	3301	3315
Rating, hp	12–23	25–35	35–75	60–105	85–160
Discharge	3"	4"	4"	6"	6"
	4"	6"	6"	10"	10"
	6"	10"	8"	12"	12"
	8"		12"	14"	14"
	10"				

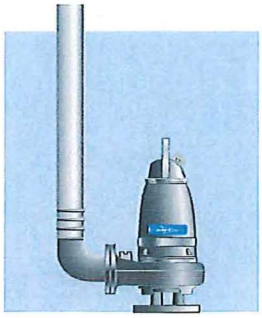
Methods of installation

NP



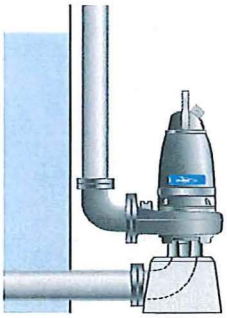
For semi-permanent wet well installations. The pump is installed with twin guide bars on a discharge connection.

NS



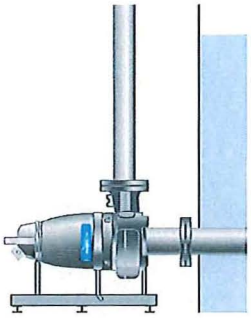
A semi-permanent free standing installation. Transportable version with pipe or hose connection.

NT



A vertically-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.

NZ



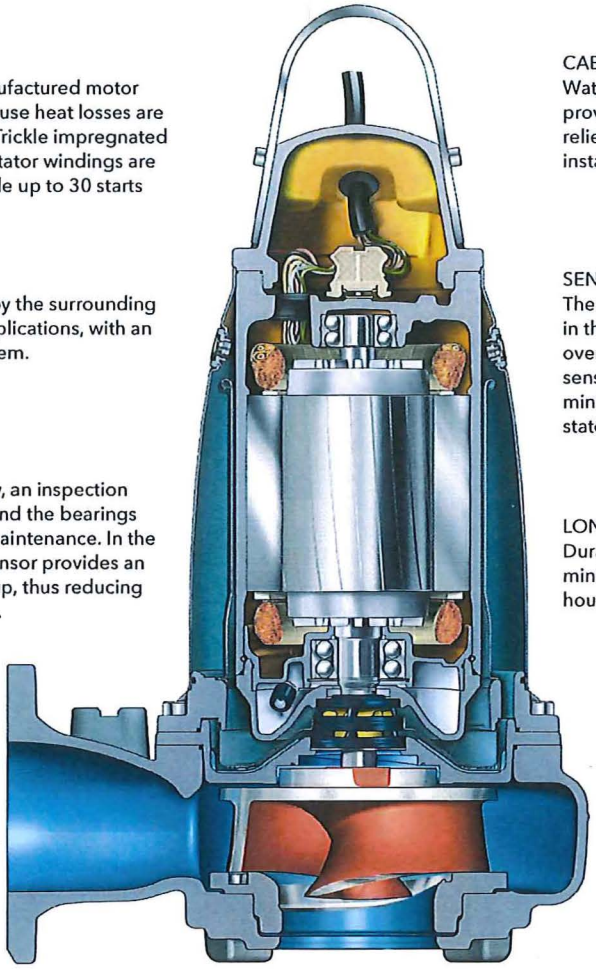
A horizontally-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.

BETTER HEAT TRANSFER
Our specially designed and manufactured motor provides enhanced cooling because heat losses are concentrated around the stator. Trickle impregnated in resin (Class H insulation), the stator windings are rated at 180°C (355°F) and enable up to 30 starts per hour.

EFFICIENT COOLING
These pumps are cooled either by the surrounding liquid or, in more demanding applications, with an internal closed-loop cooling system.

INSPECTION CHAMBER
To increase operational reliability, an inspection chamber between the seal unit and the bearings enables rapid spot checks and maintenance. In the case of a seal failure, a built-in sensor provides an early warning of any fluid build-up, thus reducing the risk of expensive repair work.

COMPLIANCE
Each pump is tested and approved in accordance with national and international standards, including IEC 34-1 and CSA. Pumps are available in explosion-proof versions for use in hazardous environments, and are approved by the Factory Mutual, European Standard and IEC.



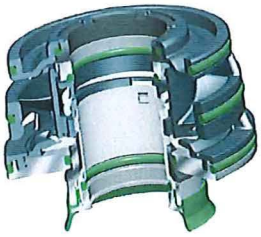
CABLE ENTRY
Water-resistant cable entry provides both sealing and strain relief functions to ensure a safe installation.

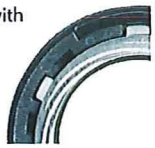
SENSORS
Thermal sensors embedded in the stator windings prevent overheating, and a leakage sensor in the inspection chamber minimizes the risk for bearing and stator failure.

LONG-LIFE BEARINGS
Durable bearings provide a minimum service life of 50,000 hours.

ENDURING SEALS
The Flygt Plug-in™ seal with the Active Seal™ system offers increased sealing reliability and zero leakage into the motor, thereby reducing the risk of bearing and stator failure.

Flygt Plug-in™ seal with Active Seal™ system





Inner seal with laser-cut spiral grooves.

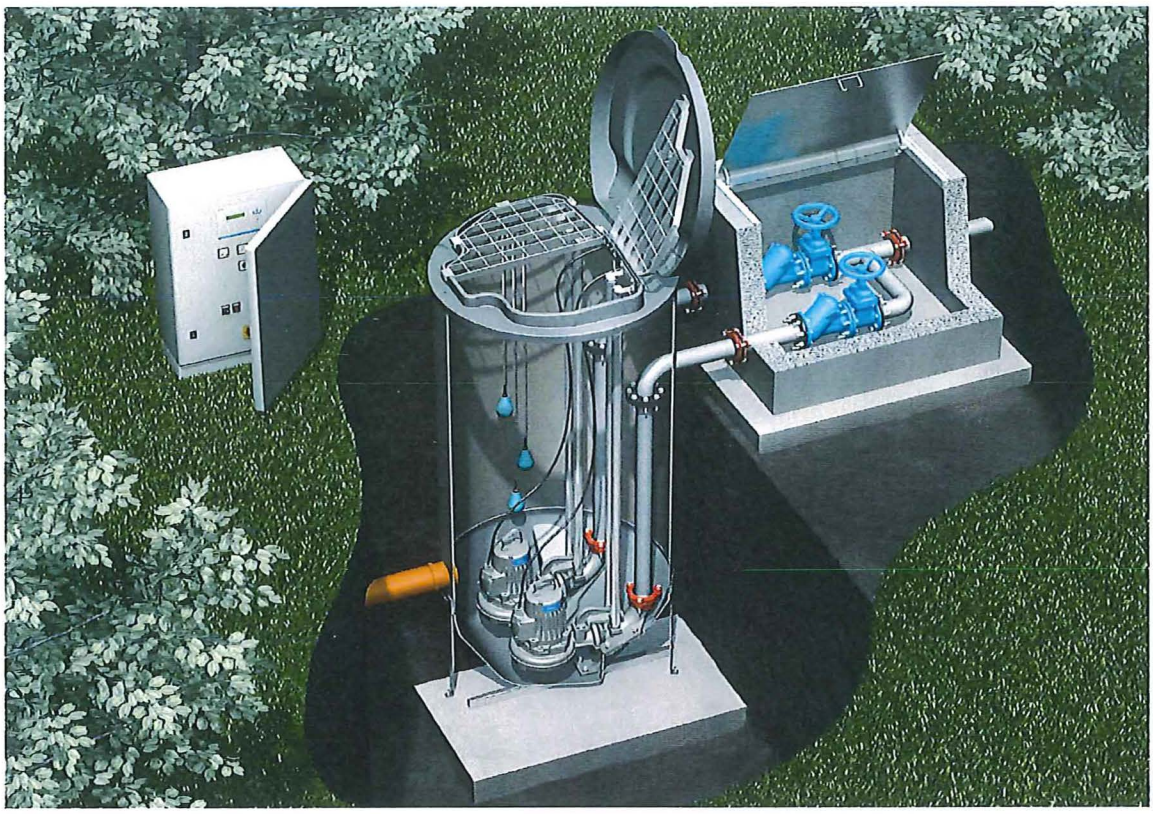
The Flygt Plug-in™ seal is a seal unit that eliminates the risks associated with incorrect installation and careless handling. It comprises the Active Seal™ system in one easy-to-handle unit.

The Active Seal™ system is a patented zero-leakage double-seal system that actively prevents liquid from entering the motor cavity, thereby reducing the risk for bearing and stator failure. It comprises a unique inner seal that acts as a micro-pump and an outer seal that prevents leakage of pumped media into the buffer chamber.

Laser-cut grooves on the inner seal create a hydrodynamic pumping effect that prevents any leakage from entering the motor.

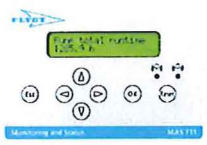
This translates into enhanced sealing reliability, reduced downtime and fewer unscheduled maintenance checks. In addition, regular service inspections can be prolonged in many applications.

Complete solutions for your needs



Ready-to-install prefabricated pump stations
Flygt N-pumps can be delivered ready to install in standard, prefabricated pump stations with everything you need. Our prefabricated pump stations feature the most reliable and cost-effective pumping solutions. Our solutions are pre-assembled with your configuration of valves, discharge pipe, and inlet and outlet connections. Installation and startup is easy and requires minimal time.

Flygt MiniCAS



Flygt MAS 711

Monitoring and control: Empower your business

Flygt MiniCAS is a supervision relay for stator temperature and leakage sensors designed for low and medium capacity Flygt N-pumps.

Flygt MAS 711 is a protective monitoring system for medium and large capacity Flygt N-pumps.

DELIVERED JAN 28 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-E
Meeting: 02/02/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To split an award of a bid for bulk supplies and materials for the Department of Public Works for a one-year period (Estimated cumulative annual expenditure of $175,000).

Submitted By: Office of Purchasing

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

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

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

Executive Summary:

- On an annual basis, the City competitively bids the purchase of supplies and materials to be used by the various divisions of the Department of Public Works (DPW) during the course of their daily activities. The specific supplies and materials are detailed in the attached staff report.
- These supplies and materials will be utilized as follows:
  - Repair and replacement of manholes, gate wells, and catch basins by the Sewer Division;
  - Road and shoulder maintenance of local and major roads by the Streets Division;
  - Preparation and maintenance of athletic fields and playgrounds by the Parks and Grounds Maintenance Division; and
  - Backfill sand used in the repair of water main breaks and blasting sand for abrasive cleaning by the Water and Fleet Divisions.
- Quantities are estimates based on expected use. All supplies and materials are quoted as delivered.
- Recommendation is being made to split the award of the bid amongst the low bidders meeting all specifications in each category of supplies and materials.
- The City expects to spend approximately $175,000 annually for DPW supplies and materials. Please see the attached Staff Report and departmental recommendation for additional information.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to split the award of the bid for supplies and materials for the Department of Public Works to the vendors and at the respective unit prices specified below for a one-year period:

To: J.T. Express, P.O. Box 204, Imlay City, MI 48444

A.	Fill Sand	$7.10 per cubic yard
C.	2NS Sand	$12.00 per ton
E.	60x40 Gravel	$14.00 per ton
H.	Pea Pebble	$13.75 per ton

To: B & W Landscape Supply Inc., 43291 North Ave., Clinton Twp., MI 48036

B.	Mason Sand	$9.98 per ton
M.	Limestone Athletic Meal	$21.00 per ton

To: Ajax Materials Corp, 1957 Crooks Road, Suite A, Troy, MI 48084

D.	21AA RAP Gravel	$6.25 per ton

To: Troy Aggregates, 6075 Elmridge Drive, Sterling Heights, MI 48313

F.	Fine Crushed Concrete	$10.00 per ton
G.	Coarse Crushed Concrete	$12.00 per ton
L.	Clean Topsoil	$12.00 per cubic yard
Q.	Stone Aggregate	$23.25 per ton

To: Harrell's LLC, 53410 Grand River, New Hudson, MI 48178

I.	Athletic Marking Chalk	$7.11 per bag
P.	Red Infield Conditioner	$536.00 per pallet

To: PPG Architectural Finishes, Inc., One PPG Place, Pittsburgh, PA 15272

J.	Athletic Field Marking Paint	$5.60 per gallon

To: Richmond Transport Inc., 4020 County Line, Lenox, MI 48050

K.	30A Slag Sand	$16.75 per ton

To: Dale's Landscape Supply, Inc., 16720 13 Mile Road, Roseville, MI 48066

N.	Mulch	$17.95 per cubic yard

To: Brink Wood Products, Inc., 1175 76th Street SW, Byron Center, MI 49315

O.	Playground Mulch	$18.96 per cubic yard

To: Asphalt Materials, Inc, 940 N. Wynn Road, Oregon, OH 43616

R.	Asphalt Emulsion – AE-90	$3.15 per gallon
S.	Asphalt Emulsion - APME	$3.15 per gallon

CITY OF STERLING HEIGHTS
STAFF REPORT
February 2, 2016

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

GENERAL INFORMATION:

On December 15, 2015, bids were received for supplies and materials to be used by the Sewer, Streets, Parks and Grounds, Water, and Fleet Divisions of the Department of Public Works (DPW). Invitations to Bid were advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper. Fifteen (15) vendors responded with bids, as outlined on the attached bid tabulation. The amount of $175,000 is budgeted for the purchase of DPW supplies and materials for the one-year period covered by this bid.

The Sewer Division will charge 59958558 (Water and Sewer Fund Sewer Collection Division) 841000 (Distribution Line Repair) for the purchase of the following items used in the maintenance and repair of manholes, gatewells, and catch basins (including concrete work in and around these structures):

A. Fill Sand	E. 60x40 Gravel	H. Pea Pebble
B. Mason Sand	F. Fine Crushed Concrete	L. Clean Topsoil
C. 2NS Sand	G. Coarse Crushed Concrete	

The Water Division will charge 59956556 (Water and Sewer Fund Water Distribution Division) 840000 (Water Main Repair) for the purchase of the following items used to backfill and remediate excavations for water main repairs:

A. Fill Sand	G. Coarse Crushed Concrete
F. Fine Crushed Concrete	L. Clean Top Soil

The Streets Division will charge 22700700 (Major Road Fund) 888000 (Surface Maintenance) and 889000 (Shoulder Maintenance), 23700700 (Local Road Fund) 888000 (Surface Maintenance), and 889000 (Shoulder Maintenance) for the purchase of the following items used for road surface and road shoulder maintenance:

D. 21AA RAP Gravel	Q. Stone Aggregate
K. 30A Slag Sand	R. Asphalt Emulsion – AE-90
L. Clean Top Soil	S. Asphalt Emulsion – APME

Parks and Grounds Division will charge 11744770 (General Fund Parks and Grounds Division) 760000 (Playground and Athletic Supplies) and 83800 (Parks & Grounds Maintenance) for the purchase of the following items to be used in maintaining and lining baseball, soccer, and football fields and maintaining areas around playground equipment as well as mulch at various City buildings:

I. Athletic Marking Chalk	N. Mulch
J. Athletic Field Marking Paint	O. Playground Mulch
L. Clean Top Soil	P. Red Infield Conditioner
M. Limestone Athletic Meal	

STAFF ANALYSIS AND FINDINGS:

Personnel from the DPW and Office of Purchasing have reviewed all of the bids submitted. Recommendation is being made to split the award of the bid among the low bidders in each category of items. The vendors listed for an award currently or in the past have successfully supplied materials to the City and are therefore recommended for the award(s) as listed.

Please see the attached departmental recommendation and supporting documentation for additional information.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

J.T. Express
P.O. Box 204
Imlay City, MI 48444
Joyce Treash, President
Joyce.treash@yahoo.com

B & W Landscape
43291 North Avenue
Clinton Township, MI 48036
Joseph Baker, Vice President
bandwjoe@comcast.net

Ajax Materials Corporation
1957 Crooks Road, Suite A
Troy, MI 48084
Brian Borich, Sales Manager
bborich@ajaxpaving.com

Troy Aggregates
6075 Elmridge Drive
Sterling Heights, MI 48313
Ron Henshaw, Dispatch
dispatch@troyaggregate.com

Harrell's LLC
53410 Grand River
New Hudson, MI 48178
Doug Johanningsmeier, Territory Manager
djohanningsmeier@harrells.com

PPG Architectural Finishes, Inc.
One PPG Place
Pittsburgh, PA 15272
Mary Goltz, National Bid Manager
goltz@ppg.com

Richmond Transport, Inc.
4020 County Line
Lenox, MI 48050
Cindy Manchik, Treasurer
Rtit7417@live.com

Dale's landscape Supply, Inc
16720 13 Mile Road
Roseville, MI 48066
Eric Morse, President
eric@dalesdisposal.com

Brink Wood Products, Inc.
1175 76th Street SW
Byron Center, MI 49315
Michelle Doornbos, Secretary
sales@brinkwoodproducts.com

Asphalt Materials, Inc.
940 N. Wynn Road
Oregon, OH 43616
Clarence Brooks, Jr., Sales Manager
bucky.brooks@asphalt-materials.com

CITY OF Sterling Heights

Interoffice Memorandum

Date: January 6, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – DPW Supplies and Materials

The Department of Public Works recommends that the bids received December 15, 2015 for various DPW supplies and materials be awarded to the overall low bidder per item based on unit prices as follows:

	Item	Name and Address (Low Bidder)	Unit Price	Estimated Yearly Use	Estimated Total Cost
A.	Fill Sand	J.T. Express, Ltd. P.O. Box 204 Imlay City, MI 48444 (810) 724-6471	$7.10	500 Cubic Yards	$3,550.00
B.	Mason Sand	B & W Landscape 43291 North Avenue Clinton Township, MI 48036 (586) 463-0545	$9.98	300 Tons	$2,994.00
C.	2NS Sand	J.T. Express, Ltd. P.O. Box 204 Imlay City, MI 48444 (810) 724-6471	$12.00	1,000 Tons	$12,000.00
D.	21 AA RAP	Ajax Materials Corp. 1957 Crooks Road, Suite A Troy, MI 48084 (248) 244-3355	$6.25	400 Tons	$2,500.00

E.	60 x 40 Gravel	J.T. Express, Ltd. P.O. Box 204 Imlay City, MI 48444 (810) 724-6471	$14.00	150 Tons	$2,100.00
F.	Fine Crushed Concrete	Troy Aggregates 6075 Elmridge Drive Sterling Heights, MI 48313 (586) 446-9200	$10.00	250 Tons	$2,500.00
G.	Coarse Crushed Concrete	Troy Aggregates 6075 Elmridge Drive Sterling Heights, MI 48313 (586) 446-9200	$12.00	250 Tons	$3,000.00
H.	Pea Pebble	J.T. Express, Ltd. P.O. Box 204 Imlay City, MI 48444 (810) 724-6471	$13.75	250 Tons	$3,437.50
I.	Athletic Marking Chalk	Harrell's, LLC 53410 Grand River New Hudson, MI 48178 (248) 302-2054	$7.11	450 Bags	$3,199.50
J.	Athletic Field Marking Paint	PPG Architectural Finishes, Inc. One PPG Place Pittsburgh, PA 15272 (910) 515-0538	$5.60	1,250 Gallons	$7,000.00
K.	30A Slag Sand	Richmond Transport, Inc. 4020 County Line Lenox, MI 48050 (586) 727-1627	$16.75	100 Tons	$1,675.00
L.	Clean Top Soil	Troy Aggregates 6075 Elmridge Drive Sterling Heights, MI 48313 (586) 446-9200	$12.00	1,000 Cubic Yards	$12,000.00

M.	Limestone Athletic Meal	B & W Landscape 43291 North Avenue Clinton Township, MI 48036 (586) 463-0545	$21.00	250 Tons	$5,250.00
N.	Mulch	Dale's Landscape Supply, Inc. 16720 13 Mile Road Roseville, MI 48066 (586) 778-1919	$17.95	150 Cubic Yards	$2,692.50
O.	Playground Mulch	Brink Wood Products, Inc. 1175 76th Street SE Byron Center, MI 49315 (616) 878-9190	$18.96	280 Cubic Yards	$5,308.80
P.	Red Infield Conditioner	Harrell's, LLC 53410 Grand River New Hudson, MI 48178 (248) 302-2054	$536.00	18 Pallets	$9,648.00
Q.	Stone Aggregate	Troy Aggregates 6075 Elmridge Drive Sterling Heights, MI 48313 (586) 446-9200	$23.25	1,500 Ton	$34,875.00
R.	Asphalt Emulsion	Asphalt Materials, Inc. 940 N. Wynn Road Oregon, OH 43616 (419) 693-0626	$3.15	40,000 Gallons	$126,000.00
S.	Asphalt Emulsion	Asphalt Materials, Inc. 940 N. Wynn Road Oregon, OH 43616 (419) 693-0626	$3.15	10,000 Gallons	$31,500.00

The total amount of this contract awarded to the multiple vendors is $271,386.50. Some items listed are contingency items for cases of an emergency and may not be used otherwise. Based on last year's data we estimate the actual spending for the above items will be around $175,000. Funds have been budgeted for in the following accounts, to purchase the various supplies and materials required by each division in their day-to-day operations.

Division Utilizing Material	Account	Items
Sewer Division	#59958558 841000	A, B, C, E, F, G, H, L
Water Division	#59956556 840000	A, F, G, L
Streets Division	#22700700 888000	D, K, L, Q, R, S
Streets Division	#22700700 889000	D, K, L
Streets Division	#23700700 888000	D, K, L, Q, R, S
Streets Division	#23700700 889000	D, K, L
Parks & Grounds Division	#11744770 760000	I, J, L, M, N, O, P
Parks & Grounds Division	#11744770 838000	L, M, N, O

Funds for Sewer Division purchases will be budgeted in the Distribution Line Repair account #59958558-841000. Sewer maintenance crews will use the above-mentioned items for various maintenance and repairs on manholes, gatewells and catch basins.

The Water Division will have funds budgeted in the Water Main Repair account #59956556-840000. The Water Division will use the above-mentioned items to backfill after water main breaks are repaired.

The Streets Division will charge the Major Road Fund, Surface Maintenance #22700700-888000 and Shoulder Maintenance #227000700-889000 and the Local Road Fund, Surface Maintenance #23700700-888000 and Shoulder Maintenance #23700700-889000 for the purchase of the items listed above.

Funds for the Parks and Grounds Maintenance Division will be budgeted in the Playground and Athletic Supplies account #11744770-760000 and Parks and Grounds Maintenance account #11744770-838000 for the purchase and use of the above items to maintain baseball diamonds, soccer fields, and areas around playground equipment. Topsoil and Mulch will also be used at various City buildings, parks, and trails.

C: Michael Moore, Public Works Director
DPW Supervisors

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 15, 2015
ITB-SH15-038: DPW BULK SUPPLIES AND MATERIALS

			Ajax Materials, Corp		Asphalt Materials, Inc.		B&W Landscape		Brink Wood Products, Inc.		Cadillac Asphalt	
Item	Description	Qty	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
A.	Fill Sand	500 yd	N/B		N/B		$8.47	$4,235.00	N/B		N/B	
B.	Mason Sand	300 tn	N/B		N/B		9.98	2,994.00	N/B		N/B	
C.	2NS Sand	1,000 tn	N/B		N/B		13.66	13,660.00	N/B		N/B	
D.	21AA RAP	400 tn	$6.25	$2,500.00	N/B		N/B		N/B		$12.00	$4,800.00
E.	60 x 40 Gravel	150 tn	N/B		N/B		17.94	2,691.00	N/B		N/B	
F.	Fine Crushed Concrete	250 tn	12.00	3,000.00	N/B		13.74	3,435.00	N/B		N/B	
G.	Coarse Crushed Concrete	250 tn	15.00	3,750.00	N/B		15.24	3,810.00	N/B		N/B	
H.	Pea Pebble	250 tn	N/B		N/B		15.98	3,995.00	N/B		N/B	
I.	Athletic Marking Chalk	450 bg	N/B		N/B		N/B		N/B		N/B	
J.	Athletic Field Marking Paint	1,250 gal	N/B		N/B		N/B		N/B		N/B	
K.	30A Slag Sand	100 tn	N/B		N/B		17.98	1,798.00	N/B		N/B	
L.	Clean Top Soil	1,000 cyd	N/B		N/B		14.70	14,700.00	N/B		N/B	
M.	Limestone Athletic Meal	250 tn	N/B		N/B		21.00	5,250.00	N/B		N/B	
N.	Mulch	150 cyd	N/B		N/B		18.95	2,842.50	$21.12	$3,168.00	N/B	
O.	Playground Mulch	280 cyd	N/B		N/B		21.88	6,126.40	18.96	5,308.80	N/B	
P.	Red Infield Conditioner	18*P	N/B		N/B		N/B		N/B		N/B	
Q.	Stone Aggregate	1,500 tn	N/B		N/B		N/B		N/B		N/B	
R.	Asphalt Emulsion	40,000 gal	N/B		$3.15	$126,000.00*	N/B		N/B		N/B	
S.	Asphalt Emulsion	10,000 gal	N/B		3.15	31,500.00*	N/B		N/B		N/B	
TOTALS FOR "PARTIAL BIDS"				$9,250.00		$157,500.00		$65,536.90		$8,476.80		$4,800.00

N/B - No Bid Submitted

*P - Pallet or 36,000 lbs

* Adjusted by purchasing

^ sold by the ton

sold by cubic yard

** Alt. Bid: Mortar Sand

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 15, 2015
ITB-SH15-038: DPW BULK SUPPLIES AND MATERIALS

			Dale's Landscape Supply, Inc.		Edw. C. Levy Co.		Fiore's Crushed Concrete, Inc.		Harrell's, LLC		J.T. Express, Ltd.	
Item	Description	Qty	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
A.	Fill Sand	500 yd	$9.00	$4,500.00	$16.43	$8,215.00* ^	N/B		N/B		$7.10	$3,550.00
B.	Mason Sand	300 tn	13.25	3,975.00	15.20	4,560.00**	N/B		N/B		12.50	3,750.00
C.	2NS Sand	1,000 tn	14.25	14,250.00	13.83	13,830.00	N/B		N/B		12.00	12,000.00
D.	21AA RAP	400 tn	15.00	6,000.00	N/B		$10.92	$4,368.00	N/B		N/B	
E.	60 x 40 Gravel	150 tn	18.95	2,842.50	18.53	2,779.50	N/B		N/B		14.00	2,100.00
F.	Fine Crushed Concrete	250 tn	14.00	3,500.00	N/B		10.49	2,622.50	N/B		N/B	
G.	Coarse Crushed Concrete	250 tn	15.00	3,750.00	N/B		12.49	3,122.50	N/B		N/B	
H.	Pea Pebble	250 tn	17.45	4,362.50	17.03	4,257.50	N/B		N/B		13.75	3,437.50
I.	Athletic Marking Chalk	450 bg	N/B		N/B		N/B		$7.11	$3,199.50	N/B	
J.	Athletic Field Marking Paint	1,250 gal	N/B		N/B		N/B		N/B		N/B	
K.	30A Slag Sand	100 tn	17.95	1,795.00	17.66	1,766.00	N/B		N/B		N/B	
L.	Clean Top Soil	1,000 cyd	14.00	14,000.00	N/B		N/B		N/B		12.25	12,250.00
M.	Limestone Athletic Meal	250 tn	27.95	6,987.50	N/B		N/B		N/B		N/B	
N.	Mulch	150 cyd	17.95	2,692.50	N/B		N/B		N/B		N/B	
O.	Playground Mulch	280 cyd	19.50	5,460.00	N/B		N/B		N/B		N/B	
P.	Red Infield Conditioner	18*P	N/B		N/B		N/B		536.00	9,648.00	N/B	
Q.	Stone Aggregate	1,500 tn	25.45	38,175.00	N/B		N/B		N/B		N/B	
R.	Asphalt Emulsion	40,000 gal	N/B		N/B		N/B		N/B		N/B	
S.	Asphalt Emulsion	10,000 gal	N/B		N/B		N/B		N/B		N/B	
TOTALS FOR "PARTIAL BIDS"				$112,290.00		$35,408.00		$10,113.00		$12,847.50		$37,087.50

N/B - No Bid Submitted

*P - Pallet or 36,000 lbs

* Adjusted by purchasing

^ sold by the ton

sold by cubic yard

** Alt. Bid: Mortar Sand

O:\ITB\DPW\Supplies and Materials\2015\Bid Tabulation.xlsx

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 15, 2015
ITB-SH15-038: DPW BULK SUPPLIES AND MATERIALS

			Norkan, Inc.		Osburn Industries, Inc.		PPG Architectural Finishes, Inc.		Richmond Transport, Inc.		Troy Aggregates	
Item	*Description*	*Qty*	*Unit*	*Total*	*Unit*	*Total*	*Unit*	*Total*	*Unit*	*Total*	*Unit*	*Total*
A.	Fill Sand	**500 yd**	N/B		$9.75	$4,875.00	N/B		$10.00	$5,000.00	$11.57	$5,785.00* ^
B.	Mason Sand	**300 tn**	N/B		10.85	3,255.00	N/B		12.25	3,675.00	13.15	3,945.00
C.	2NS Sand	**1,000 tn**	N/B		13.80	13,800.00	N/B		12.25	12,250.00	14.15	14,150.00
D.	21AA RAP	**400 tn**	N/B		15.00	6,000.00	N/B		N/B		10.73	4,292.00* #
E.	60 x 40 Gravel	**150 tn**	N/B		18.50	2,775.00	N/B		N/B		18.85	2,827.50
F.	Fine Crushed Concrete	**250 tn**	N/B		11.80	2,950.00	N/B		11.00	2,750.00	10.00	2,500.00
G.	Coarse Crushed Concrete	**250 tn**	N/B		13.80	3,450.00	N/B		12.50	3,125.00	12.00	3,000.00
H.	Pea Pebble	**250 tn**	N/B		17.00	4,250.00	N/B		15.45	3,862.50	17.35	4,337.50
I.	Athletic Marking Chalk	**450 bg**	N/B		N/B		N/B		N/B		N/B	
J.	Athletic Field Marking Paint	**1,250 gal**	$6.10	$7,625.00	N/B		$5.60	$7,000.00	N/B		N/B	
K.	30A Slag Sand	**100 tn**	N/B		17.50	1,750.00	N/B		16.75	1,675.00	16.80	1,680.00
L.	Clean Top Soil	**1,000 cyd**	N/B		15.00	15,000.00	N/B		17.00	17,000.00	12.00	12,000.00
M.	Limestone Athletic Meal	**250 tn**	N/B		27.50	6,875.00	N/B		N/B		28.65	7,162.50
N.	Mulch	**150 cyd**	N/B		N/B		N/B		N/B		N/B	
O.	Playground Mulch	**280 cyd**	N/B		N/B		N/B		N/B		N/B	
P.	Red Infield Conditioner	**18*P**	N/B		N/B		N/B		N/B		N/B	
Q.	Stone Aggregate	**1,500 tn**	N/B		29.25	43,875.00	N/B		N/B		23.25	34,875.00
R.	Asphalt Emulsion	**40,000 gal**	N/B		N/B		N/B		N/B		N/B	
S.	Asphalt Emulsion	**10,000 gal**	N/B		N/B		N/B		N/B		N/B	
TOTALS FOR "PARTIAL BIDS"				**$7,625.00**		**$108,855.00**		**$7,000.00**		**$49,337.50**		**$96,554.50**

N/B - No Bid Submitted

*P - Pallet or 36,000 lbs

* Adjusted by purchasing

^ sold by the ton

sold by cubic yard

** Alt. Bid: Mortar Sand

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 15, 2015
ITB-SH15-038: DPW BULK SUPPLIES AND MATERIALS

Item		Ajax Materials	Asphalt Materials	B&W Landscape	Brink Wood Products	Cadillac Asphalt	Dale's Landscape Supply	Edw. C. Levy	Fiore's Crushed Concrete	Harrell's	J. T. Express
A.	Fill Sand	N/B	N/B	$8.47	N/B	N/B	$9.00	$16.43	N/B	N/B	***$7.10***
B.	Mason Sand	N/B	N/B	***9.98***	N/B	N/B	13.25	15.20	N/B	N/B	12.50
C.	2NS Sand	N/B	N/B	13.66	N/B	N/B	14.25	13.83	N/B	N/B	***12.00***
D.	21AA RAP	***$6.25***	N/B	N/B	N/B	$12.00	15.00	N/B	$10.92	N/B	N/B
E.	60 x 40 Gravel	N/B	N/B	17.94	N/B	N/B	18.95	18.53	N/B	N/B	***14.00***
F.	Fine Crushed Concrete	12.00	N/B	13.74	N/B	N/B	14.00	N/B	10.49	N/B	N/B
G.	Coarse Crushed Concrete	15.00	N/B	15.24	N/B	N/B	15.00	N/B	12.49	N/B	N/B
H.	Pea Pebble	N/B	N/B	15.98	N/B	N/B	17.45	17.03	N/B	N/B	***13.75***
I.	Athletic Marking Chalk	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	***$7.11***	N/B
J.	Athletic Field Marking Paint	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
K.	30A Slag Sand	N/B	N/B	17.98	N/B	N/B	17.95	17.66	N/B	N/B	N/B
L.	Clean Top Soil	N/B	N/B	14.70	N/B	N/B	14.00	N/B	N/B	N/B	12.25
M.	Limestone Athletic Meal	N/B	N/B	***21.00***	N/B	N/B	27.95	N/B	N/B	N/B	N/B
N.	Mulch	N/B	N/B	18.95	21.12	N/B	***17.95***	N/B	N/B	N/B	N/B
O.	Playground Mulch	N/B	N/B	21.88	***$18.96***	N/B	19.50	N/B	N/B	N/B	N/B
P.	Red Infield Conditioner	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	***536.00***	N/B
Q.	Stone Aggregate	N/B	N/B	N/B	N/B	N/B	25.45	N/B	N/B	N/B	N/B
R.	Asphalt Emulsion	N/B	***$3.15***	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
S.	Asphalt Emulsion	N/B	***3.15***	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

N/B - No Bid Submitted

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 15, 2015
ITB-SH15-038: DPW BULK SUPPLIES AND MATERIALS

Item		*Norkan*	*Osburn Industries*	*PPG Architectural Finishes*	*Richmond Transport*	*Troy Aggregates*	*Low Bid*	*2nd Low Bid*
A.	Fill Sand	N/B	$9.75	N/B	$10.00	$11.57	$7.10	$8.47
B.	Mason Sand	N/B	10.85	N/B	12.25	13.15	9.98	10.85
C.	2NS Sand	N/B	13.80	N/B	12.25	14.15	12.00	12.25
D.	21AA RAP	N/B	15.00	N/B	N/B	10.73	6.25	10.73
E.	60 x 40 Gravel	N/B	18.50	N/B	N/B	18.85	14.00	17.94
F.	Fine Crushed Concrete	N/B	11.80	N/B	11.00	***10.00***	10.00	10.49
G.	Coarse Crushed Concrete	N/B	13.80	N/B	12.50	***12.00***	12.00	12.49
H.	Pea Pebble	N/B	17.00	N/B	15.45	17.35	13.75	15.45
I.	Athletic Marking Chalk	N/B	N/B	N/B	N/B	N/B	7.11	NO 2ND BID
J.	Athletic Field Marking Paint	$6.10	N/B	***$5.60***	N/B	N/B	5.60	6.10
K.	30A Slag Sand	N/B	17.50	N/B	***16.75***	16.80	16.75	16.80
L.	Clean Top Soil	N/B	15.00	N/B	17.00	***12.00***	12.00	12.25
M.	Limestone Athletic Meal	N/B	27.50	N/B	N/B	28.65	21.00	27.50
N.	Mulch	N/B	N/B	N/B	N/B	N/B	17.95	18.95
O.	Playground Mulch	N/B	N/B	N/B	N/B	N/B	18.96	19.50
P.	Red Infield Conditioner	N/B	N/B	N/B	N/B	N/B	536.00	NO 2ND BID
Q.	Stone Aggregate	N/B	29.25	N/B	N/B	***23.25***	23.25	25.45
R.	Asphalt Emulsion	N/B	N/B	N/B	N/B	N/B	3.15	NO 2ND BID
S.	Asphalt Emulsion	N/B	N/B	N/B	N/B	N/B	3.15	NO 2ND BID

N/B - No Bid Submitted

CITY OF Sterling Heights
InnovatingLiving

Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Rd. | P.O. Box 8009
Sterling Heights, MI | 48311-8009

TEL 586.446.CITY (2489) FAX 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

City Council

Mayor	Michael C. Taylor
Mayor Pro Tem	Doug Skrzyniarz
Councilwoman	Deanna Koski
Councilman	Joseph V. Romano
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilwoman	Barbara A. Ziarko

City Manager Mark D. Vanderpool

****

INVITATION TO BID

ITB-SH15-038

The City of Sterling Heights, Michigan is accepting sealed bids for DPW BULK SUPPLIES AND MATERIALS until TUESDAY, DECEMBER 15, 2015 AT 2:30 P.M., in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

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

V. SPECIFICATIONS

Item	Description	Specification	Estimated Annual Usage	Estimated Average Order
A.	Fill Sand	Clear of Debris and Rocks	500 Cubic Yards	100 Cubic Yards
B.	Mason Sand	50/50	300 Tons	50 Tons
C.	2NS Sand	2NS Sand for Play Apparatus	1,000 Tons	50 Tons
D.	21AA RAP	Reclaimed Asphalt Pavement (RAP) is recycled asphalt pavement, ground to a 21AA gradation. Reference MDOT Specifications.	400 Tons	50 Tons
E.	60 x 40 Gravel	60% 6A Gravel + 40% 2NS Sand	150 Tons	50 Tons
F.	Fine Crushed Concrete	Fine Crushed Concrete MDOT Specification for 21AA aggregate	250 Tons	50 Tons
G.	Coarse Crushed Concrete	Coarse Crushed Concrete 3" X 1" (approximate size of aggregate)	250 Tons	50 Tons
H.	Pea Pebble	Clean Pea Pebble	250 Tons	50 Tons
I.	Athletic Marking Chalk (WHITE ONLY)	To comply with safety use requirement of the Consumer Safety Act Public Law 92-573 and also with NCAA, NFS and HAS Rules for Athletic Field Marking Material	450 Bags	150 Bags
J.	Athletic Field Marking Paint	Pre-mixed Latex Athletic Line Marking Paint – 5 Gallon Containers	1,250 Gallons **(250-5 Gallon Containers)**	Varies

V. SPECIFICATIONS

Item	Description	Specification	Estimated Annual Usage	Estimated Average Order
K.	30A Slag Sand	30A Slag Sand for Ball Diamonds	100 Tons	50 Tons
L.	Clean Top Soil	Clean Top Soil	1,000 Cubic Yards	200 Cubic Yards
M.	Limestone Athletic Meal	Limestone Athletic Meal for Ball Diamonds	250 Tons	50 Tons
N.	Mulch	Shredded Hardwood	150 Cubic Yards	Varies
O.	Playground Mulch/ Engineered Wood Fiber	Must meet International Playground Equipment Manufactures Association Certification: ASTM F1292-04 (Impact Attenuation of Surface Systems under and Around Playground Equipment), ASTM F2075-04 (Specification for Engineered Wood Fiber for use as a Playground Safety Surface under and around playground equipment, performance requirement for Tramp Metal), CPC (Consumer Product Safety Commission), ADA (Americans with Disabilities Act)	280 Cubic Yards	140 Cubic Yards
P.	Red Infield Conditioner	Conditioner shall have precisely controlled water and air retaining properties that are beneficial to the moisture management of any infield-skinned surface.	18 Pallets 36,000 Lbs. (loose material)	6 Pallets 12,000 Lbs. (loose material)
Q.	Stone Aggregate	Ohio Clean Wash #9	1,500 Ton	100 Ton

V. SPECIFICATIONS

Item	Description	Specification	Estimated Annual Usage	Estimated Average Order
R.	Asphalt Emulsion	AE-90	40,000 Gallons	800 Gallons
S.	Asphalt Emulsion	APME	10,000 Gallons	800 Gallons

VI. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that the various **Supplies and Materials** will be furnished for the prices set forth in this bid to the City of Sterling Heights. It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid; and that if chosen as the successful vendor, the **prices bid will remain firm for one (1) year beginning from the date of the award.**

Quantities indicated in the proposal are estimated and may vary during the course of the Contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder. It is the intent of the City to purchase the services and/or products in the quantity and frequency as listed in this bid, however, the City reserves the right to modify or eliminate this purchase without prior notice.

The City reserves the right to split the bid award to realize the greatest cost savings. Past experience has demonstrated that this will be a split bid, awarded to more than one vendor.

ALL BIDS MUST INCLUDE MATERIAL SAFETY DATA SHEETS FOR MATERIALS AS REQUIRED BY M.I.O.S.H.A.
****

Indicate number of days to complete delivery after receipt of an order: _____

How did you obtain this bid? If bid documents were downloaded from a website, please list: _____

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

Company_____

Address_____

City/State/Zip_____

Representative/Title_____

Telephone/Fax_____

E-Mail Address/Website_____

Payment Terms_____

Signature/Date_____

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

VI. BID FORM (CONT'D)

Item	Estimated Annual Usage	Description	Unit Price	Total
A.	500 Cubic Yards	Fill Sand	$_____	$_____
B.	300 Tons	Mason Sand	$_____	$_____
C.	1,000 Tons	2NS Sand	$_____	$_____
D.	400 Tons	21AA RAP	$_____	$_____
E.	150 Tons	60 x 40 Gravel	$_____	$_____
F.	250 Tons	Fine Crushed Concrete	$_____	$_____
G.	250 Tons	Coarse Crushed Concrete	$_____	$_____
H.	250 Tons	Pea Pebble	$_____	$_____
I.	450 Bags	Athletic Marking Chalk (white only)	$_____	$_____
J.	1,250 Gallons **(250-5 Gallon Containers)**	Athletic Field Marking Paint	$_____	$_____
K.	100 Tons	30A Slag Sand	$_____	$_____
L.	1,000 Cubic Yards	Clean Top Soil	$_____	$_____
M.	250 Tons	Limestone Athletic Meal	$_____	$_____

VI. BID FORM (CONT'D)

Item	Estimated Annual Usage	Description	Unit Price	Total
N.	150 Cubic Yards	Mulch	$_____	$_____
O.	280 Cubic Yards	Playground Mulch/Engineered Wood Fiber	$_____	$_____
P.	18 Pallets or 36,000 Lbs.	Red Infield Conditioner	$_____	$_____
Q.	1,500 Ton	Stone Aggregate	$_____	$_____
R.	40,000 Gallons	Asphalt Emulsion	$_____	$_____
S.	10,000 Gallons	Asphalt Emulsion	$_____	$_____

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

DELIVERED JAN 28 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 2-F
Meeting: 02/02/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for snow removal services through June 1, 2016 based on unit prices bid (Estimated expenditure of $30,760).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

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

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

Executive Summary:

- The Department of Public Works (DPW) is responsible for snow removal and ice control on major (60 miles) and local (289 miles) roads, as well as over 40 public facilities throughout the City. These facilities include not only the Richard J. Notte City Center area (City Hall, Police, Library, 41A District Court, Senior Center, and Recreation Center), but also the DPW Facility, Nature Center, 25 City parks, five fire stations, three recycling centers and multiple sidewalks and crosswalks.
- The DPW's goal is to complete the clearing and salting of all roads under City jurisdiction and from City-owned facilities within 36 hours from the completion of a snow event. To enhance the resources available to the DPW, bid specifications for snow removal and ice control were developed and advertised to interested private vendors. These contract services may be deployed only if the snow event is significant enough to warrant supplemental staffing and resources.
- On October 27, 2015, a sole bid was received for snow removal services. Upon the recommendation of the DPW and the Office of Purchasing, City Council rejected the sole bid at the December 1, 2015 regular meeting and authorized the Purchasing Manager to proceed with a rebid with the intention of obtaining multiple bids for competitive bidding purposes.
- On December 29, 2015, two vendors responded to the new invitation to bid. The Office of Purchasing and DPW reviewed bids received, checked references, reviewed work plans and inspected the bidders' available equipment.
- Recommendation is being made to award the bid for snow removal services for both city streets and municipal sites to Landscape Services, Inc. (LSI). LSI submitted the low bid for the snow removal and ice control on assigned roadways under the jurisdiction of the City. LSI has the requisite municipal experience and equipment to accomplish the assigned tasks.

- LSI is an experienced and qualified vendor that has provided a myriad of contracted services to the City over the past several years, including snow removal services. LSI has proven to be both reliable and efficient in rendering these services.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for snow removal services to Landscape Services, Inc., 22932 Rasch Drive, Clinton Township, MI 48035, through June 1, 2016 based on unit prices bid.

CITY OF STERLING HEIGHTS
STAFF REPORT
February 2, 2016

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

GENERAL INFORMATION:

On December 29, 2015, bids were received for snow removal services. Invitations to Bid were advertised on SHTV, posted to the MITN website and published in the Sentry newspaper.

Two (2) vendors responded with bids as outlined on the attached bid tabulation. The total anticipated expenditure for snow removal services through June 1, 2016 pursuant to this bid is $30,760. Funds are budgeted in 11744770 (Parks & Grounds Maintenance) and 11744444 (Street Services) 826000 (Other Contracted Services).

STAFF ANALYSIS AND FINDINGS:

Recommendation is being made to award the bid for snow removal services to Landscape Services, Inc., the low bidder meeting the City's bid specifications. LSI has been providing snow removal services to the City since 2013, as well as noxious weed abatement for the past four years. The DPW has been very satisfied with the responsiveness and level of service rendered by LSI.

Below are the unit prices bid by Landscaping Services, Inc.:

CITY STREETS	Truck Cubic Yard Capacity	Trucks Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow and Salt
Dump Truck w/plow and operator	3	4	$120.00	$120.00	$120.00
Dump Truck w/plow and operator	5-8	4	150.00	150.00	150.00
Dump Truck w/plow and operator	8-10	2	175.00	175.00	175.00
4X4 Pickup w/plow and operator	-	10+	100.00	n/a	100.00

MUNICIPAL SITES	Plowing 1"-5"	Plowing 5" +	Salting
PRIORITY 2 SITES			
Fire Station #1	$170.00	$255.00	$120.00
Fire Station #5	150.00	225.00	110.00
Fire Station #2	100.00	150.00	90.00
Fire Station #3	120.00	180.00	100.00

Fire Station #4	200.00	300.00	140.00
Delia Park	600.00	900.00	500.00
Dodge Park	300.00	450.00	320.00
PRIORITY 2 - TOTALS	$1,640.00	$2,460.00	$1,380.00

PRIORITY 3 SITES			
Baumgartner Park	$210.00	$315.00	$110.00
Beaver Creek Park	210.00	315.00	110.00
Clinton River North Park	180.00	270.00	140.00
Farmstead Park	180.00	270.00	140.00
Hampton Park	300.00	450.00	450.00
Imus Park	225.00	337.00	300.00
Jaycee Park	270.00	405.00	150.00
Magnolia Park	285.00	427.00	300.00
PRIORITY 3 - TOTALS	$1,860.00	$2,789.00	$1,700.00
	$3,500.00	$5,249.00	$3,080..00

CITY STREETS – LSI may be deployed for snow removal and/or ice control on City roads only on an as-needed basis. The Department of Public Works' intention is to utilize contractor services to assist DPW personnel in meeting the departmental goal of clearing/salting all city streets within 36 hours of the cessation of a snow event. If snowfall amounts or timing of the snowfall do not require contracted services, the City is not obligated to utilize LSI.

MUNICIPAL SITES – Depending on the specific circumstance with each snow event (i.e. time of day, severity, duration, preventive road preparation, etc.), Priority 2 and Priority 3 sites may be assigned to LSI for plowing and salting. Based on historic snowfall records, the frequency of these conditions may occur two or three times per snow season.

Please see the attached recommendation from the Department of Public Works.

STAFF RECOMMENDATION:

Please see the suggested action on the accompanying Agenda Statement.

Notification list:
Landscape Services, Inc.
22932 Rasch Drive
Clinton Township, MI 48035
Len Cugliari
lcugliari@lsimichigan.com

CITY OF Sterling Heights DPW

Interoffice Memorandum

Date: January 6, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Bid Recommendation for Snow Removal Services

The Department of Public Works is responsible for providing snow and ice removal from City roads and municipal sites, which include:

- Over 60 miles of major roads
- Over 289 miles of local roads, including cul-de-sacs
- City Hall Campus (including the Police, Library and 41A District Court)
- Senior Center
- Parks & Recreation
- Nature Center
- Fire Stations (five locations)
- City Parks (25 locations)
- DPW Facility
- Parks & Grounds Facility
- Recycling Centers
- Miscellaneous sidewalks and crosswalks

The Department of Public Works has reviewed the bids received for Snow Removal Services. After contacting their references, reviewing their work plan, and inspecting their equipment, the Department of Public Works recommends that this bid be awarded to:

Landscape Services, Inc.
22932 Rasch Drive
Clinton Township, MI 48035
Attn: Len Cugliari

Landscape Services, Inc. (LSI) is the lowest overall bidder for the services requested. LSI has provided prompt quality service to the City through mowing, restoration, and snow removal services on previous contracts.

City staff will retain primary responsibility for providing snow removal on city streets and municipal sites, and will employ the use of a contractor only on an as needed basis. The use of a supplemental snow removal contractor may be required in the event of long duration snowfall, repeated snowfalls, or unforeseen

equipment and/or labor shortages. There is no guarantee that this aspect of the contract will be activated. Should it be necessary, this work will be performed on residential streets and/or priority "2" & "3" municipal sites. The Contractor will be utilized as a second shift, with City staff responsible for the snow removal at the beginning of the snow event and maintaining major roads and priority "1" sites. The City will notify the Contractor of equipment and personnel needs for each event, if deemed to be in the best interest of the City.

If utilized, the contractor will likely be assigned two city sections (two square miles) to maintain and/or up to fifteen (15) priority "2" & "3" municipal sites.

Based on the bid provided by LSI:

- If LSI is utilized to complete the plowing and salting operations of residential roads over a sixteen-hour period it would require the use of two (2) 8-10 yard dump trucks at $175/hr each, and two (2) pickup trucks at $100/hr each. The estimated cost per snow emergency is $8,800.

- If LSI is utilized to provide snow removal services and salting of municipal sites, LSI would maintain up to fifteen (15) priority "2" and "3" sites in the City. The expected cost per snow emergency is $6,580.

On average southeast Michigan receives two or three severe winter storms per season. Assuming that the contractor will be utilized on two separate occasions this winter season, the cost associated with snow removal services would be $30,760.

Funding for this contract will be expensed from the Parks & Grounds, Other Contracted Services account #11744770-826000 and from the Street Services, Other Contracted Services account #11744444-826000.

C: Michael Moore, Public Works Director
Marty Sowa, Street Division Supervisor
Josh Cole, Parks & Grounds Maintenance Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 29, 2015
ITB-SH15-036: SNOW REMOVAL SERVICES

CITY STREETS	Landscape Service, Inc.					Pavex Corporation				
Description	Cubic Yard Capacity	Number of Units Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow and Salt	Cubic Yard Capacity	Number of Units Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow and Salt
1.) Dump Truck w/plow and operator	3	4	$120.00	$120.00	$120.00	15	2	$200.00	$200.00	$200.00
2.) Dump Truck w/plow and operator	5-8	4	150.00	150.00	150.00	5	2	180.00	180.00	180.00
3.) Dump Truck w/plow and operator	8-10	2	175.00	175.00	175.00	N/A	N/A	-	-	-
4.) 4X4 Pickup w/plow and operator	N/A	10+	100.00	N/A	100.00	N/A	10	160.00	160.00	160.00

OTHER SNOW FIGHTING EQUIPMENT AVAILABLE (THIS LIST WILL HAVE NO AFFECT ON THE AWARD OF THE CONTRACT)

Description	Cubic Yard Capacity	Number of Units Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow and Salt	Description	Cubic Yard Capacity	Number of Units Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow and Salt
1.) Skid Loader	1	10+	$100.00	N/A	$100.00	1.) Road Grader	-	1	$260.00	N/A	$260.00
2.) 1-2cyd Loader	1-2	4+	150.00	N/A	150.00	2.) 3-4 cyd Rubber Tire Loader	3-4	6	260.00	N/A	260.00
3.) 3-5cyd Loader	3-5	4+	165.00	N/A	165.00	3.)					
4.) Tri-axle / Quad Axles	12-25	10+	150.00	N/A	150.00	4.)					

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 29, 2015
ITB-SH15-036: SNOW REMOVAL SERVICES

Walkways/Sidewalks	Landscape Service, Inc.			Pavex Corporation		
Description	Unit	Snow Removal	Salting	Unit	Snow Removal	Salting
1.) 1" - 2" of snow	Per Hour	$55.00	$55.00	Per Hour	$125.00	$125.00
2.) 3" - 5" of snow	Per Hour	55.00	55.00	Per Hour	125.00	125.00
3.) 6"+ of snow	Per Hour	55.00	55.00	Per Hour	125.00	125.00
Response time in minutes after 2" of snow has fallen		TBD			90 minutes	

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 29, 2015
ITB-SH15-036: SNOW REMOVAL SERVICES

Municipal Sites		**Landscaping Services, Inc.**			**Pavex Corporation**		
Description	Unit	Snow Plowing 1"- 5" of Snow	Snow Plowing 5"+ of Snow	Salting	Snow Plowing 1"- 5" of Snow	Snow Plowing 5"+ of Snow	Salting
SECTION A: PRIORITY 1 SITES							
1.) 40555 Utica Road City Hall Campus*	EA	$1,250.00	$1,875.00	$1,150.00	$4,000.00	$7,000.00	$2,250.00
*City Hall, Police Department, Library, 41-A District Court							
2.) 40620 Utica Road Parks & Recreation Center	EA	200.00	300.00	320.00	2,925.00	4,950.00	1,575.00
3.) 40200 Utica Road Senior Center	EA	380.00	570.00	415.00	1,350.00	2,245.00	715.00
4.) 42700 Utica Road Nature Center	EA	130.00	195.00	100.00	600.00	900.00	500.00
5.) 6633 18 Mile Road Velocity Center	EA	450.00	675.00	430.00	3,510.00	5,940.00	1,900.00
6.) 12850 15 Mile Recycle Center	EA	120.00	180.00	100.00	2,500.00	3,600.00	1,000.00
7.) 12130 Clinton River Road Recycle Center	EA	180.00	270.00	120.00	2,400.00	3,400.00	1,000.00
8.) 7200 18 Mile Recycle Center	EA	500.00	750.00	350.00	1,500.00	2,200.00	800.00
PRIORITY 1 - TOTALS		$3,210.00	$4,815.00	$2,985.00	$18,785.00	$30,235.00	$9,740.00

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 29, 2015
ITB-SH15-036: SNOW REMOVAL SERVICES

Municipal Sites		Landscaping Services, Inc.			Pavex Corporation		
Description	Unit	Snow Plowing 1"- 5" of Snow	Snow Plowing 5"+ of Snow	Salting	Snow Plowing 1"- 5" of Snow	Snow Plowing 5"+ of Snow	Salting
SECTION B: PRIORITY 2 SITES							
1.) 38911 Van Dyke Fire Station #1	EA	$170.00	$255.00	$120.00	$750.00	$1,250.00	$500.00
2.) 41625 Ryan Road Fire Station #5	EA	150.00	225.00	110.00	1,125.00	1,875.00	700.00
3.) 12825 19 Mile Road Fire Station #2	EA	100.00	150.00	90.00	400.00	650.00	500.00
4.) 5250 15 Mile Road Fire Station #3	EA	120.00	180.00	100.00	350.00	550.00	500.00
5.) 12850 15 Mile Road Fire Station #4	EA	200.00	300.00	140.00	500.00	750.00	550.00
6.) 3001 18 Mile Road Delia Park	EA	600.00	900.00	500.00	2,900.00	4,200.00	1,000.00
7.) 40620 Utica Road Dodge Park	EA	300.00	450.00	320.00	3,045.00	5,000.00	1,800.00
PRIORITY 2 - TOTALS		$1,640.00	$2,460.00	$1,380.00	$9,070.00	$14,275.00	$5,550.00
SECTION C: PRIORITY 3 SITES							
1.) 12850 15 Mile Baumgartner Park	EA	$210.00	$315.00	$110.00	$2,100.00	$3,500.00	$1,400.00
2.) 34100 King Richard Drive Beaver Creek Park	EA	210.00	315.00	110.00	400.00	550.00	350.00
3.) 42720 Utica Road Clinton River North Park	EA	180.00	270.00	140.00	1,200.00	2,500.00	600.00

CITY OF STERLING HEIGHTS
BID TABULATION - DECEMBER 29, 2015
ITB-SH15-036: SNOW REMOVAL SERVICES

Municipal Sites		Landscaping Services, Inc.			Pavex Corporation		
Description	Unit	Snow Plowing 1"- 5" of Snow	Snow Plowing 5"+ of Snow	Salting	Snow Plowing 1"- 5" of Snow	Snow Plowing 5"+ of Snow	Salting
4.) 12130 Clinton River Road Farmstead Park	EA	180.00	270.00	140.00	650.00	1,000.00	700.00
5.) 4600 Franklin Park Drive Hampton Park	EA	300.00	450.00	450.00	600.00	900.00	400.00
6.) 37651 Dodge Park Imus Park	EA	225.00	337.00	300.00	600.00	900.00	400.00
7.) 11550 Clinton River Jaycees Park	EA	270.00	405.00	150.00	400.00	650.00	350.00
8.) 4900 Metropolitan Parkway Magnolia Park	EA	285.00	427.00	300.00	700.00	900.00	500.00
PRIORITY 3 - TOTALS		$1,860.00	$2,789.00	$1,700.00	$6,650.00	$10,900.00	$4,700.00
TOTAL - PRIORITY 1-3 SITES		**$6,710.00**	**$10,064.00**	**$6,895.55**	**$34,505.00**	**$55,410.00**	**$19,990.00**
TOTAL - PRIORITY 2-3 SITES		**$3,500.00**	**$5,249.00**	**$3,080.00**	**$15,720.00**	**$25,175.00**	**$10,250.00**

CITY OF Sterling Heights
InnovatingLiving

Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Road | P.O. Box 8009
Sterling Heights, MI | 48311-8009

TEL 586.446.CITY (2489) FAX 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

City Council
Mayor | Michael C. Taylor
Mayor Pro Tem | Joseph V. Romano
Councilwoman | Deanna Koski
Councilwoman | Maria G. Schmidt
Councilman | Nate Shannon
Councilman | Doug Skrzyniarz
Councilwoman | Barbara A. Ziarko

City Manager Mark D. Vanderpool

ADDENDUM #1

POSTED: December 17, 2015

BID: **ITB-SH15-036: SNOW REMOVAL SERVICES**

DUE DATE: **TUESDAY, DECEMBER 29, 2015 AT 2:30 P.M.**

ADDENDUM #1

An amendment to ***Section V. BOND REQUIREMENTS*** (page 8 of 32) has been made. The ITB states *"Bids must be accompanied by a Bid Bond, Bank Issued Money Order, or Cashier's Check in the amount of five (5%) percent of the amount of the bid grand total which will be returned to the unsuccessful bidders after the award of the bid".* This requirement has been changed from a five percent (5%) bid bond to a $2,000 bid bond.

Secondly, an amendment to ***Section IX. SPECIFICATIONS – MUNICIPAL SITES*** (page 17 of 32) has been made to clarify an oversight in the wording associated with the removal of snow from sidewalks as well as the bid pricing for this service.

Specification currently reads:
"Snow removal from walkways/sidewalks to be performed as follows:

> *The method for snow removal on sidewalks and walkways may be shoveling, blowing or brooming. The Public Works Director or his designee may approve the use of small plowing equipment to use for the clearing of snow on sidewalks and walkways"*

Specification modified to read:
"Snow removal from walkways/sidewalks to be performed as follows:

> *The method for snow removal on sidewalks and walkways may be shoveling, blowing or brooming. The Public Works Director or his designee may approve the use of small plowing equipment to use for the clearing of snow on sidewalks and walkways. Please include pricing for the removal of snow for each municipal site parking area to include the adjacent walkways/sidewalks."*

In addition, two changes have been made to ***Section X. BID FORM (CONT'D)***. The CITY STREETS bid form (page 21 of 32) has been revised, is labeled accordingly and attached for your use. A new WALKWAYS / SIDEWALKS bid form (page 23a of 32) has been added.

This new page (23a of 32) reflects specs for snow removal services on stand-alone walkways and sidewalks; unrelated to those walkways and sidewalks adjacent to the municipal site parking areas on the prior pages. This per hour unit price is intended to identify the incremental bid costs associated with snow removal and salting of those walkways/sidewalks that are the responsibility of the City. Examples include four (4) foot bridges, three (3) street bridges, and numerous school 'catwalks'/'walkways'.

These revised/new bid forms are attached to this addendum for use and inclusion along with your bid documents.

All other specifications remain unchanged. If I may be of further assistance, I may be contacted at (586) 446-2741.

James Buhlinger
Purchasing Manager

I have reviewed and understand the bidding implications of this addendum; attest to this understanding by signing below and agree to submit this signed addendum with my bid documents.

Name _____ Company _____

X. BID FORM (CONT'D)-REVISED

CITY STREETS

A: Primary Snow Fighting Equipment

Description	Cubic Yard Capacity	Number of Units Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow & Salt
Dump Truck w/plow and operator	_____	_____	$_____	$_____	$_____
Dump Truck w/plow and operator	_____	_____	$_____	$_____	$_____
Dump Truck w/plow and operator	_____	_____	$_____	$_____	$_____
4X4 Pickup w/plow and operator	_____	_____	$_____	$_____	$_____

(Replicate this sheet as needed for additional Primary Snow Fighting Equipment)

B: Other Snow Fighting Equipment Available (This list will have no affect on the award of the contract)

	Description	Cubic Yard Capacity	Number of Units Available	Hourly Rate Snow Plowing	Hourly Rate Salting	Total Hourly Rate to Plow & Salt
1)		_____	_____	$_____	$_____	$_____
2)		_____	_____	$_____	$_____	$_____
3)		_____	_____	$_____	$_____	$_____
4)		_____	_____	$_____	$_____	$_____

(Replicate this sheet as needed for additional Primary Snow Fighting Equipment)

X. BID FORM (CONT'D)-NEW

WALKWAYS / SIDESWALKS (to include foot bridges, street bridges and school cat-walks/walkways)

Description	Unit	Snow Removal	Salting
1) 1" – 2" of snow	Per Hour	$_____	$_____
2) 3" – 5" of snow	Per Hour	$_____	$_____
3) 6"+ of snow	Per Hour	$_____	$_____

Please indicate your response time in minutes after 2" of snow has fallen _____

SNOW REMOVAL – above hourly rates for one person to shovel or sweep snow from walkways if needed.

SALTING – above hourly rates for one person to salt walkways if needed. City provides salt.

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

CITY OF Sterling Heights
InnovatingLiving

Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Road | P.O. Box 8009
Sterling Heights, MI | 48311-8009

TEL 586.446.CITY (2489) *FAX* 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

City Council

Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

City Manager Mark D. Vanderpool

****

INVITATION TO BID

ITB-SH15-036

The City of Sterling Heights, Michigan is accepting sealed bids for SNOW REMOVAL SERVICES until TUESDAY, DECEMBER 29, 2015 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

James Buhlinger
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

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

VI. OVERVIEW

This invitation to bid encompasses two distinct and separate snow removal services, **City Streets** and **Municipal Sites**. Conditions, terms and qualifications that are common to both snow removal services are presented in the *first* section titled **Common Specifications**. Specifications unique to City Streets or Municipal Sites are set apart for clarity. Contractors are welcome and encouraged to bid on either one or both services. All bids will be reviewed, recommended and awarded based on their individual merit.

The *second* set of specifications is for ***City Streets***. These requirements are unique to specifications for the plowing and salting of City local roads. For purposes of this ITB, local roads are defined as those residential streets that are within the subdivisions of the community. These include streets, cul-de-sacs and adjoining intersections.

The *third* and final set of specifications is for ***Municipal Sites***. These requirements have been developed specifically to address the conditions encountered when plowing and salting these sites. Municipal sites include City-owned parking lots, service walks from a parking lot to a City building, ramps, paved paths, perimeter building walkways, stairs, stoops, adjacent sidewalks located along City rights-of-way and all other areas of pedestrian ingress/egress to City owned buildings. A sample map of a 'municipal site' located at 40555 Utica Road, (a.k.a. City Center Commons) is attached. The areas requiring snow removal and salting are highlighted in yellow.

VII. COMMON SPECIFICATIONS
(CITY STREETS and MUNICIPAL SITES)

Introduction
The City of Sterling Heights is seeking unit bids from qualified contractors to provide snow removal services for the upcoming winter. The contract shall be firm and binding from the date of award by City Council to June 1, 2016, with the option to extend for one (1) year for the period of November 1, 2016 to June 1, 2017.

The City reserves the right to award to a primary and secondary Contractor if it is deemed to be in the best interest of the City. Awards will be based on unit cost and overall experience. If awarded to multiple contractors, each Contractor shall cooperate with the City and other Contractors in regard to storage of materials, execution and coordination of work.

City's Right to Suspend Work
The City shall have the right to suspend all or part of the work by written order, whenever in the judgment of the Public Works Director or his designee such suspension is required in the general interest of the City, or if the Contractor has not fulfilled his obligations under the contract documents. Upon receipt of the Public Works Director's written order, the Contractor shall suspend the work covered by the order. Work shall not be resumed until ordered by the Public Works Director.

Personnel
The Contractor shall employ only competent, efficient employees and shall not use any unfit person or one not skilled in the work assigned to him, and shall at all times maintain good order among his employees. Whenever the Public Works Director shall inform the Contractor, that, in his opinion any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed under the contract.

All personnel must be validly licensed by the State of Michigan and currently hold a CDL License if operating a vehicle with a GVWR (gross vehicle weight rating) over 26,000 lbs. Personnel must be readily identifiable as employees of the contractor i.e. jackets, shirts, hats, etc.

Equipment
The Contractor shall provide a comprehensive list of all equipment intended for use under this contract. That list will be reviewed and approved for use by the Public Works Director or his designee. Failure to include a comprehensive equipment list along with the bid shall render bid as non-responsive. The Public Works Director or his designee reserves the right to inspect the Contractor's equipment prior to awarding the contract. It shall be the Contractors responsibility to maintain and repair their equipment.

All work shall be performed in a professional manner using quality equipment, all of which must be maintained and operated with the highest standards as well as meeting

all City, County, State and MIOSHA laws and regulations. The City requires that the Contractor's company name be displayed on all vehicles.

Acceptable snow plowing equipment indicative of what the City currently uses includes dump trucks with 7-8 and 12-16 cubic yard capacities with a 10-foot wide snowplow. Additionally, 4x4 pickup trucks with plows and other approved equipment are needed and acceptable.

The City may allow temporary storage of Contractor equipment at the Department of Public Works grounds only for equipment used in completing work associated under this contract. Storage will be allowed only during the period of active snow and ice on each call-in / snow event and not continuously throughout the season. The Contractor shall have the equipment removed within 24 hours of completion of snow and ice removal activities for each event. Equipment stored onsite will be at the sole risk of the Contractor(s). The City shall have no liability or responsibility to the Contractor or any other person or company if equipment stored is damaged, vandalized, or stolen

Complaints and Corrections of Work

The City will investigate all complaints received from property owners regarding work done by the Contractor, and shall also have the right to make investigations on its own initiative. If, in the opinion of the Public Works Director or his designee, any work has not been done in accordance with this contract and specifications, he shall immediately notify the Contractor, informing him of the nature of the defect, location, desired remedy, and a time limit within which the defect may be remedied. Should the Contractor fail to correct the defect within the time allowed, the City may do so with the City forces or another Contractor and deduct the cost thereof from the amount due the Contractor at the time of payment.

Should the contractor fail to make correction to City's satisfaction and/or in the required time frame, City crews or another contractor will correct the situation, and continue corrections until Contractor resumes his responsibilities or the contract is terminated. Invoiced amounts due to Contractor will be reduced at a rate of:

A. If completed by City Crews
   Cost for labor, equipment (based on MDOT schedule C), and a 25% administration charge

B. If completed by another contractor:
   Invoiced amount plus 25%

Snow Plowing Reporting Requirements

During the course of snow plowing, the Contractor shall immediately notify the City when any of the following occurs:

- An injury to any person or damage to any vehicle or property
- A breakdown of equipment
- A street cannot be plowed, reporting reason (i.e. blocked by parked cars)

- A street route / municipal site has been completed

Contractor Supervision and City Inspections

All work outlined in the specification will be subject to periodic field inspections by a representative of the Department of Public Works. The Contractor's presence may be requested during inspections at any or all of the locations specified.

The work assigned under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall provide efficient supervision to the work, using their best skill and attention. The Contractor shall at all times keep a competent superintendent on duty which shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be as binding as if given to the Contractor directly.

The work shall be completed entirely unless the Public Works Director shall otherwise specifically direct. If, in the opinion of the Public Works Director, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon order, shall proceed to complete said work in a priority manner.

Contractors Responsibilities

The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property. The Contractor shall be responsible for all losses if the conditions under which the work is done are different from what was estimated or expected.

Contractor shall hold harmless the City and its individual officers and agents from all claims relating to:

- Injuries to any persons or property, received or sustained by or from the Contractor, his agents or employees, in doing the work or arising out of the work performed or to be performed.

- Any act, or neglect, of the Contractor, his agents or employees.

Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, trees, parked vehicles, mailboxes, hydrants, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract.

Contractor shall have no claim against the City for damage to their equipment or injury to the Contractor, its agents, employees or other individuals under its control.

Contractor Qualifications

The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein.

VIII. SPECIFICATIONS – CITY STREETS

In addition to the *Common Specifications* listed above (pages 10-12), the following specifications are unique to CITY STREETS plowing and salting.

Introduction

Snow removal services for CITY STREETS will be requested on an as-needed basis. The use of a supplemental snow removal contractor may be required in the event of long duration/repeated snowfalls or unforeseen equipment and/or labor shortages.

The City will retain primary responsibility for providing snow removal on CITY STREETS and will employ the use of standby contractor(s) on an as needed basis. There is no guarantee that this aspect of the contract will be activated. Should it be necessary, this work will be performed on residential streets only, as directed by the Public Works Director or his designee. The Contractor(s) will be utilized as a second shift, with City staff responsible for the snow removal at the beginning of the snow event.

The City will inform the Contractor of what equipment and personnel is needed for each event. For example, if the Contractor is called to remove snow from one City section (one square mile) the City may request one dump truck and one four-wheel drive pickup with certified operators. The Contractor will not be paid for snow removal equipment that was not requested by the Public Works Director or his designee.

Operational / Procedural Requirements - Snow Plowing

For each snow event requiring the use of a supplemental snow removal service, the Contractor will be provided a snow route map, which will designate which streets require snow removal.

The Contractor will be responsible for the removal of snow on residential roads, which include subdivision streets and cul-de-sacs.

The roadways will be plowed the full width of the pavement from the center to both curbs (curb to curb).

Snow from intersections shall be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of street beyond the curved radii.

Snow from around cul-de-sacs shall be placed on cul-de-sac or in areas so as not to block sidewalks or driveways.

Plowing shall be at a speed that is just sufficient to move snow, not at a speed that is unsafe or excessive.

Plowing equipment shall not turn around in private driveways.

Contractors shall not cause excessive snow to block any residential approach or walkway.

Contractor shall not clear snow from private driveways or approaches unless excessive snow from plow is blocking access or as otherwise directed by Public Works Director or his designee.

Contractors shall not perform private work while actively employed by the City. Discovery of such work may result in immediate termination of contract.

Contractor shall turn in work logs daily noting time started, streets plowed, and end of shift.

Contractor must follow the Michigan Motor Carrier Safety Act of 1963 for hours of operating a CDL required vehicle.

Operational / Procedural Requirements - Salting

Salt application on roadways will commence on the last pass of snow plowing. Salt will be applied to cover the entire width of the road.

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage after plowing has occurred.

Salt shall be applied to an equivalent of 250 pounds per lane mile.

No sand or calcium chloride will be allowed as a treatment.

Contractor's trucks are to be loaded/reloaded with City purchased salt at the Public Works yard by City staff.

Salt shall be applied to municipal roadways in sufficient quantities to melt any ice when:

Slippery, and/or icy conditions exist,
After any type of ice storm,
Once plowing has been completed, and/or
At the City's request.

Minimum Time Paid per Event

For each event the Contractor is called-in to provide snow plowing services, a minimum of four hours of work will be paid at the respective contract unit prices. Travel time and "down time" will not be paid. The Contractor will be paid for any hours worked over the initial four-hour period at prices bid.

Pricing

The hourly rate bid shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The city will pay the Contractor at the hourly rates awarded in the bid. Any premium for overtime, weekends, and holidays shall be the responsibility of the contractor.

Response Time

The successful Contractor(s) will be required to respond to the City's request for service, via phone or email, within one (1) hour of being contacted. After this initial contact, the Contractor agrees to mobilize crews & equipment and report for work to the Department of Public Works no later than two (2) hours after the initial call or as scheduled under mutual agreement.

General Requirements

Contractors are expected to stay within the City limits while working on snow removal services.

All unused salt provided by the City must be returned to the DPW yard prior to leaving the City limits.

IX. SPECIFICATIONS – MUNICIPAL SITES

In addition to the *Common Specifications* listed above (pages 10-12), the following specifications are unique to MUNICIPAL SITES plowing and salting.

Introduction

Snow removal services at municipal sites will be contracted out for the upcoming winter. Municipal parking lots are prioritized by frequency of use by the public and municipal employees. They are classified for bidding purposes as priorities "1", "2" and "3" with "1" being the highest priority. The City reserves the right to add or delete any of the lots if deemed to be in the best interest of the City.

The City will retain primary responsibility for providing snow removal at MUNICIPAL SITES and will employ the use of standby contractor(s) on an as needed basis. There is no guarantee that this aspect of the contract will be activated. Should it be necessary, this work will be performed at municipal sites only, as directed by the Public Works Director or his designee.

Examination of Sites

Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves with existing conditions so that they may understand any difficulties performing the work under the proposed contract. Bidder shall thoroughly examine all bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the contract. The submission of a bid shall be taken as evidence of compliance with this section.

Operational/Procedural Requirements – Snow Removal

Contractor shall promptly service all assigned municipal sites under contract when snowfall reaches an accumulation of one and one half inches (1½"), or as otherwise requested by the Director of Public Works or his designee.

Contractor understands and agrees to perform all work in a good and competent manner without delay and by exercising due diligence in accordance with the specifications set forth herein this contract and in accordance with industry standards and procedures.

It is understood and agreed between the parties that time is of the essence with respect to all terms of this contract, and in particular with respect to the performance of work called for herein. Contractor agrees to commence work immediately when the conditions described herein exist and/or immediately after the City notifies Contractor of the need for services in accordance with this contract. Contractor acknowledges that its failure to perform its duties as described herein may cause serious or grave injury to the City by virtue of injury or damage to the property and its residents and other individuals.

Contractor shall commence snow removal service for municipal sites in accordance with, but not limited to, the following guidelines:

> Snow should not be pushed against light poles, trees, carports, or moved to a location on the property or adjoining property which would be known or anticipated that snow would melt and freeze into ice on the abutting sidewalk, steps, walkway or other area posing a dangerous and hazardous condition to individuals who traverse that area. No snow is to be pushed onto the street or landscape area. Pushed snow will not cause damage to signs, shrubs, bushes or trees.
>
> Plowed snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports. Snow shall not be pushed to locations to cause vision obstructions at intersections, block entrances, block handicap ramps, or usable parking lot spaces.
>
> Handicap parking areas must be cleared in a manner to allow ingress and egress; snow shall not be plowed into any handicap parking area.
>
> Snow must not be pushed onto sidewalks or handicap ramps.

Snow removal from walkways/sidewalks to be performed as follows:

> The method for snow removal on sidewalks and walkways may be shoveling, blowing or brooming. The Public Works Director or his designee may approve the use of small plowing equipment to use for the clearing of snow on sidewalks and walkways.

Contractor agrees to supervise, inspect and direct all work performed at the municipal sites. Contractor will be responsible for the work and its employees and take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.

Contractor shall be responsible to the City and residents or property for the acts and/or omissions of all the Contractor's employees, subcontractors, agents or others performing work on behalf of said Contractor. Contractor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.

Contractor agrees that this contract shall not be assigned without first seeking and obtaining the expressed written consent of the Public Works Director.

The City may, as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The City must authorize any revisions in writing.

Contractor will treat all municipal sites serviced under this contract as a priority during a snowstorm and timely perform its duties in a manner so as to least likely disrupt the residents of the community but promptly when the weather conditions necessitate immediate action.

Plowing at the assigned municipal site(s) shall proceed in a pattern that will permit the areas nearest to the adjacent building to be cleared first so that early arrivals may have easy access to the buildings.

The awarded contractor(s) is required to return to plow areas not able to plow because of parked cars after those facilities are closed.

Contractor shall ensure that parking lots and all pedestrian locations are cleared and salted to permit occupancy of the property no later than 7:00 a.m., Monday through Friday and 8:00 a.m. on Saturday, Sunday and holidays.

During the normal workday from 7:00 a.m. to 6:00 p.m. and until the start of the normal workday on the following day, Contractor shall complete all plowing and salting operations as follows:

Priority 1: Within two (2) hours of snow accumulation limit / icing conditions
Priority 2: Within four (4) hours of snow accumulation limit / icing conditions
Priority 3: Within eight (8) hours of snow accumulation limit / icing conditions

Operational / Procedural Requirements – Salting

The Contractor shall provide a cost per site to complete all salting operations. Salting locations shall include the parking lots; service walks from parking lot to facility(s), ramps, paved paths, perimeter building walkways, stairs, stoops, adjacent sidewalks located along City ROW's and all areas of pedestrian ingress/egress to the facility(s).

Salt shall be applied whenever conditions exist that would cause freezing of ice and or snow on the sites, or as otherwise requested by the Director of Public Works or his designee.

Salt shall be applied to an equivalent of 250 pounds per lane mile.

Unless otherwise directed by the Public Works Director or his designee, all sites awarded/assigned to the Contractor shall receive full salting application immediately following each plowing operation. Salt shall be applied to municipal sites in sufficient quantities to melt any ice:

- After plowing has been completed
- When snow accumulations are less than 1½ "
- When slippery, and/or icy conditions exist
- After any type of ice storm
- At the City's request

Salt shall be applied at a rate sufficient to melt accumulated snow/ice in order to permit safe passage to/from municipal sites after plowing has occurred.

No sand or calcium chloride will be allowed as a treatment.

At all time during the existence of chronic ice, Contractor must maintain a salting program for each area of the properties to assure maximum safety.

Pricing

The rate bid per municipal site shall be all-inclusive representing all related costs including, but not limited to, equipment, labor, fuel, and insurance. The city will pay the Contractor at the hourly rates awarded in the bid. Any premium for overtime, weekends, and holidays shall be the responsibility of the contractor.

X. BID FORM

The undersigned, as bidder, hereby declares that the instructions and specifications of the proposed work have been carefully examined and understands and agrees to contract with the City of Sterling Heights to furnish labor and equipment necessary to provide **SNOW REMOVAL SERVICES** specified for the price set forth in this bid. Bids not conforming to these specifications will be rejected and it will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

It is understood and agreed that all bids shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices bid will remain firm for the time frame from City Council award through June 1, 2016, with the option to extend for one (1) year for the period of November 1, 2016 through June 1, 2017. The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids, the right to waive irregularities in bidding if it determines such action to be in the best interest of the City to do so and may activate this contract on an as needed basis. Award of the contract will be based on the unit prices submitted.

How did you receive notification of this bid? _____

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: _____

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

Company_____

Address_____

City/State/Zip_____

Representative/Title_____

Telephone/Fax_____

E-Mail Address/Website_____

Payment Terms_____

Signature/Date_____

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

X. BID FORM (CONT'D)

CITY STREETS

SECTION A: Primary Snow Fighting Equipment

Description	Cubic Yard Capacity	Front Plow Yes/No	Underbody Scraper Yes/No	Number of Units Available	Hourly Rate Snow Plowing
Dump Truck w/plow and operator	_____	_____	_____	_____	$_____
Dump Truck w/plow and operator	_____	_____	_____	_____	$_____
Dump Truck w/plow and operator	_____	_____	_____	_____	$_____
4X4 Pickup w/plow and operator	_____	_____	_____	_____	$_____

(Replicate this sheet as needed for additional Primary Snow Fighting Equipment)

SECTION B: Other Snow Fighting Equipment Available (This list will have no affect on the award of the contract)

	Description	Number of Units Available	Hourly Rate Snow Plowing
1)		_____	$_____
2)		_____	$_____
3)		_____	$_____
4)		_____	$_____

(Replicate this sheet as needed for additional Primary Snow Fighting Equipment)

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

X. BID FORM (CONT'D)

MUNICIPAL SITE PARKING AREAS

Description	Unit	SNOW PLOWING 1"-5" OF SNOW	SNOW PLOWING 5"+ OF SNOW	SALTING
SECTION A: PRIORITY ONE				
40555 Utica Road City Hall Campus (City Hall, Police Dept., Library, 41A Dist. Court)	EA	$_____	$_____	$_____
40620 Utica Road Parks & Recreation Center	EA	$_____	$_____	$_____
40200 Utica Road Senior Center	EA	$_____	$_____	$_____
42700 Utica Road Nature Center	EA	$_____	$_____	$_____
6633 18 Mile Road Velocity Center	EA	$_____	$_____	$_____
12850 15 Mile Recycle Center	EA	$_____	$_____	$_____
12130 Clinton River Road Recycle Center	EA	$_____	$_____	$_____
7200 18 Mile Recycle Center	EA	$_____	$_____	$_____
SECTION B: PRIORITY TWO				
38911 Van Dyke Fire Station #1	EA	$_____	$_____	$_____
41625 Ryan Road Fire Station #5	EA	$_____	$_____	$_____
12825 19 Mile Road Fire Station #2	EA	$_____	$_____	$_____

X. BID FORM (CONT'D)

Description	Unit	SNOW PLOWING 1"-5" OF SNOW	SNOW PLOWING 5"+ OF SNOW	SALTING
5250 15 Mile Road Fire Station #3	EA	$_____	$_____	$_____
12850 15 Mile Road Fire Station #4	EA	$_____	$_____	$_____
3001 18 Mile Road Delia Park	EA	$_____	$_____	$_____
40620 Utica Road Dodge Park	EA	$_____	$_____	$_____
SECTION C: PRIORITY THREE				
12850 15 Mile Baumgartner Park	EA	$_____	$_____	$_____
34100 King Richard Drive Beaver Creek Park	EA	$_____	$_____	$_____
42720 Utica Road Clinton River North Park	EA	$_____	$_____	$_____
12130 Clinton River Road Farmstead Park	EA	$_____	$_____	$_____
4600 Franklin Park Drive Hampton Park	EA	$_____	$_____	$_____
37651 Dodge Park Imus Park	EA	$_____	$_____	$_____
11550 Clinton River Jaycee Park	EA	$_____	$_____	$_____
4900 Metropolitan Parkway Magnolia Park	EA	$_____	$_____	$_____

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

DELIVERED JAN 28 2016

City Clerk's Use
Item No: 2-G
Meeting: 02/02/16

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT
OMB AS03 Rev. 11/04

Item Title: To approve a Memorandum of Agreement between the City of Sterling Heights and Arcadia Publishing, Inc. for the publication of a book entitled *Modern Images of America Series: Sterling Heights* (No cost to the City).

Submitted By: Public Library Department

Contact Person/Telephone: Tammy Turgeon, Public Library Director, 586/446-2641

Administration (initial as applicable)

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

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

Executive Summary

Background – In 2005, the City of Sterling Heights entered into a memorandum of agreement (MOA) with Arcadia Publishing, Inc., a well-established publisher of regional and local interest history books, for a photographic history of Sterling Township. The Sterling Heights Public Library and Historical Commission proceeded to author *Images of America: Sterling Township: 1875 – 1968,* which Arcadia Publishing published in late 2005. This pictorial book was well-received and helped to open the City's unique history to residents and others.

Proposal – In 2018, the City will be celebrating its Golden (50th) Anniversary. As part of the celebration, the Public Library and Historical Commission are proposing to research, write, and publish a book (print and digital versions) covering the modern history of Sterling Heights from 1968 to the present. This second publication will be part of Arcadia's "Images of Modern America Series." Under this proposal, the City will select and annotate a maximum of 170 images representing an account of Sterling Heights' recent past. The photographs to be published will come from the archives complied by the Public Library, Historical Commission, Community Relations Department, and the Macomb Daily newspaper.

Librarian Debra Vercellone, who contributed to the first book, will complete the layout and captions for the photographs. The City of Sterling Heights, Public Library, and Historical Commission will be considered the corporate authors of the book.

Attached is a proposed MOA which sets forth the terms and conditions pursuant to which Arcadia Publishing will publish the new book as part of the *Modern Images of America Series.* Arcadia Publishers will be responsible for the costs to produce, market, and sell the book. The City will receive a royalty of 10% of the net sales and will have the option of purchasing the books at the regular trade discount to sell at full retail price in the Library.

The MOA has been reviewed by the City Attorney's Office. Upon approval by City Council, the Public Library and Historical Commission will begin work on the new book with an estimated completion date of July 1, 2017 and an estimated publication date of July 1, 2018.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to approve the Memorandum of Agreement between the City of Sterling Heights and Arcadia Publishing, Inc. and authorize the Mayor and City Clerk to sign all documents required in conjunction with this approval.

Arcadia Publishing and Alexander Street Press:
Frequently Asked Questions from New Arcadia Authors

Who is Alexander Street Press (ASP)? What do they publish?
ASP was established in 2000 and their mission is to develop high-quality, electronic publications in the Humanities and the Social Sciences. They currently produce more than 40 web based products in the areas of American History, Women's Studies, African and African- American studies, North American Indian Studies, Latino Studies, Literature, Drama, and Music. For the full catalog see www.alexanderstreet.com. A typical ASP product contains 150,000 pages of material with unprecedented functionality and unique indexing.

How big is their business?
ASP has 70 full-time employees. They have offices in Alexandria, Virginia and one just outside London, England, with staff working from Canada, Brazil, and Australia, as well. They currently have some 2,000 library customers serving millions of students.

How does ASP protect the work and restrict access within the database?
ASP controls all access through an IP address. When a library subscribes, they give ASP their IP address, which uniquely identifies the source of all queries to their collections. Unauthorized IP addresses cannot gain access to the databases or view any portions of your work.

ASP also has a license agreement with each university, which is required upon purchase. This stipulates that no part of their collections may be sold, distributed, or commercially exploited in any way. It states that any text in the collections can be used only under the terms of "fair use", for educational purposes only, and must be less than 2% of any given work. Any library found in violation of this agreement would be penalized by losing their subscription. ASP also monitors activity on the all of their collections. If one workstation were systematically downloading material, ASP would see it and disable the subscription.

This business really depends on ASP's ability to protect the material they license. It is an integral part of what they do. Currently, they have agreements with more than 1,000 publishers and copyright holders. They have never had a violation by any customer.

Why do authors and copyright holders agree to a project like this?
In many cases, ASP is re-introducing the content into a library that has purchased it already in print form but not made wide use of the material. The project is likely to renew interest in older titles, and we believe it will result in increased print sales of those older works.

By monitoring the usage of the collections ASP has found that researchers do not print from these databases. These universities are paying for the utility of the collection, rather than for texts that are already available in print editions. We believe that the database will lead scholars to titles they may not have otherwise discovered.

Primarily, authors choose to include their works in ASP collections in order to reach a wider group of scholars and students. This does not cannibalize print sales; most authors instead find an increase in the sales of their printed works.

Who are ASP's other partners?
ASP has more than 1,000 publishing partners including universities, historical societies, film studios, and publishers. They have a particular strength in publishing collections of letters and diaries—of both famous historical figures and of everyday people. A few of their many partners in publishing are Warner Bros., Library of Congress, The Smithsonian, and Oxford University Press.

Will ASP sell our titles separately in electronic form or only as part of the larger collection?
ASP only sells the collection as a whole to academic libraries. The searches that users will conduct work throughout the database, so no work is more important than the other.

If I approve of the project, will I be paid royalties?
Yes, a modest royalty will be generated from the project and paid twice yearly with your royalties from print book sales. These will not be large amounts, but will be a small supplement to your royalty income from print book sales. The royalty payable on database and companion rights will be 8% of the actual net amounts received by Arcadia from the sale or licence revenue of database and companion rights. For the ASP database the royalties will be prorated across the books used in the database.

Has the database already been released? How many Arcadia Publishing titles are included?
Images of America: A History of American Life in Images and Texts was launched by Alexander Street Press in 2009, and more than 1,500 Arcadia Publishing titles have been approved by authors for inclusion.

Can I view the database before I decide?
You can access the database by going to http://lrho.alexanderstreet.com and entering the user name "arcadia" and password "author." Contributing authors will receive six months of access to the database for their own personal and scholarly reference.

Do I need to ask my image sources for their permission for their materials to be included?
This will depend upon the use agreement you have with your sources when they loan photographs for your publication. Some of your sources may stipulate one-time use only for your book in printed form. Refer to any use agreements that your sources provide, and when in doubt, seek permission!

I will be paying for the use of some of the images in my book. Will ASP or Arcadia cover these costs?
Arcadia and ASP will not cover the costs associated with borrowing images.

How quickly can content be removed from the database?
Content can be removed from the database within 72 hours of receiving a request.

What happens if I find factual errors in my book after it has been published? Will these errors be corrected in the ASP database?
Corrections such as these may be submitted to Arcadia and will be incorporated into your book file. Updates to the database will occur periodically depending on the amount of content to be amended.

I have published a book with Arcadia in the past. Will this book be included in the database?
We will write to you under separate cover to seek your permission to include any past Arcadia titles in the database; if you are already a published Arcadia author and have not yet received that letter and would like to request one, please send an email to contractupdate@arcadiapublishing.com. Should you publish additional Arcadia titles in the future, we will also ask for those works to be included in the

database. However, agreeing to include your current project does not prohibit you from excluding future projects.

What if I don't want my work to be included?
You have the option to decline to participate in this project.

THIS AGREEMENT IS SUBJECT TO ARBITRATION

ARCADIA PUBLISHING

MEMORANDUM OF AGREEMENT

This Agreement is made this ___ day of _____, 2016 between the City of Sterling Heights, a Michigan Municipal Corporation, with an address of 40555 Utica Road, Sterling Heights, Michigan, 48313. (hereinafter called "the Author," which expression shall, where the context admits, include the Author's executors, administrators and assigns, or successors in business as the case may be) and Arcadia Publishing, Inc., with principal offices at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (hereinafter called "the Publisher," which expression shall, where the context admits, include the Publisher's executors, administrators and assigns, or successors in business as the case may be).

Now therefore in consideration of the mutual covenants contained herein and One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows concerning a work original to the Author and provisionally entitled: The Images of Modern America Series: *Sterling Heights* (hereinafter called "the Work") to be compiled and published by the Publisher from historic documents and photographs originally collected by the Author through its Library, Historical Commission, Community Relations Department, and from the Macomb Daily newspaper.

The Author hereby represents and warrants to the Publisher that the Author has full power to enter into this Agreement, and that the Author's Federal Tax Identification number or Social Security number (as applicable) is 38-1869373. (The Publisher is required by law to provide the IRS with information relative to royalties paid to the Author, and therefore requires the Author's and/or Agent's Federal Tax Identification number or Social Security number.)

1. **License** In consideration of the payments described in Exhibit A attached hereto and entitled "Royalty and Rights Exhibit," which is hereby incorporated in this Agreement by reference (or, in the case of a royalty and commission free work, in consideration of the service of publication), the Author hereby grants to the Publisher the sole and exclusive right and license to print, reproduce, publish, sell, lease, display, transmit and to further license the Work, and revisions or derivative works, in all forms, including but not limited to, digital or electronic media and any other media not yet known or recognized, in all languages within the United States and in all other countries throughout the world for the full legal term of copyright in the United States and each other applicable jurisdiction, along with the ancillary rights specified in Exhibits A and B. During the term of this Agreement, the Author agrees not to prepare any work, or publish or authorize the publication of any work which may be an expansion or an abridgement of or of a nature similar to the Work, or that is likely to affect prejudicially the sales of the Work or to otherwise adversely affect the value of the rights granted to the Publisher hereunder.

2. **Acceptability of the Work** The Publisher's obligations under this Agreement, including without limitation its obligation to publish the Work and pay royalties, are subject to the Author's delivery of the Work in form and substance satisfactory to the Publisher in its sole reasonable discretion. The Publisher acknowledges that scanned images (as defined in Section 6 below) in digital format with 300 x 300 resolution (or better), some of which have already been submitted to the Publisher, are deemed “satisfactory” and “acceptable”.

If the Work is delivered in a condition unacceptable to the Publisher, the Publisher will provide the Author with a written request outlining the requirements of an acceptable work and give the Author thirty (30) days to respond. If, after receiving such written notice, the Author fails to produce a satisfactory and acceptable final, revised Work, or if the revised Work produced by the Author after receipt of such written notice is nevertheless unacceptable by the Publisher, the Publisher may at its option terminate this Agreement and return all photographs submitted to the Publisher to the Author.

3. **The Author's Duties in Creation of the Work** The Work shall be completed in strict accordance with Exhibit C entitled "Specification Exhibit," which is hereby incorporated in this Agreement by reference, and, subject to only those delays resulting from the Publisher's exercise of its rights described in Section 2 above, in strict accordance with Exhibit D entitled "Production Schedule Exhibit," which is hereby incorporated into this Agreement by reference.

The Author shall supply or bear the cost of supplying the Publisher with an index, tables, graphs, bibliography, acknowledgments entry, and other similar material for the Work, if in the opinion of the Publisher such material is desirable.

Initials _____ / _____
(Author) (Publisher)

The Author shall undertake to read, check, and correct proofs of the Work and to return them to the Publisher within seven (7) business days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the original cost of composition shall be borne by the Author provided the approval of the Author's City Manager or City Council is obtained as required by law. Should any charge arise under this clause the amount may be deducted from any sum which may become due under this Agreement. If because of the form of this Agreement there are no sums to become due, the Author shall remit the approved sum due within sixty (60) days of receiving an invoice summarizing the costs.

4. **The Publisher's Duties in Publication of the Work** The Publisher shall publish the Work at its expense. The Publisher shall use all reasonable efforts to publish the Work (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the complete Work ready for printing in form and substance acceptable to the Publisher.

While proper care will be taken of the Work, the Publisher shall not be responsible for any loss or damage to it while it is in the Publisher's possession or control, or in the course of production or in the course of shipment.

The photographs and illustrations supplied by the Author shall be returned to the Author. However, while reasonable care will be taken of the Work and the photographs and illustrations supplied by the Author, the Publisher shall not be responsible for any loss or damage to the illustrations while they are in the Publisher's possession or control, or in the course of production or in the course of shipment.

The Author agrees that the Publisher shall not be liable for any loss resulting to the Author from a destruction or other loss of any material delivered to the Publisher.

The Publisher undertakes that the name of the Author shall appear in the form furnished to and approved by the parties (which shall include appropriate credit to Debra Vercellone for her contributions, with due prominence on the title-page, dust-jacket, or cover of every copy of the Work published by the Publisher and shall be in the name of the Author as supplied by the Author with the first year of publication or in such other form as may be required by law from time to time.

The Publisher undertakes that the copyright notice to be printed upon every copy of the Work on the title verso page shall be in the name of the Author as supplied by the Author with the year of first publication or in such other form as may be required by the law from time to time.

5. **Control of Publication and Sales** The paper, printing, binding, jackets or covers and embellishments, and jacket or cover design; the promotion; the manner and extent of advertisement; the number and distribution of free copies for the Press or otherwise; the reprinting, pricing, and terms of sale of the first and any subsequent edition of the Work issued by the Publisher shall be at the sole discretion of the Publisher, who shall in all respects, except as expressly herein provided, have the entire control of the publication of the Work and ancillary rights.

6. **Permission for Use of Incorporated Material** The Author acknowledges that, in light of the nature of the Work as a compilation of historic photographs and images, certain of the material to be incorporated into the Work will be subject to the copyright of others. The Author shall obtain all appropriate assignments or licenses from the copyright owner(s) of the photographs, pictures, diagrams, drawings, maps, and other material to be used in the Work, granting all rights necessary or desirable in connection with creation, publication, and exploitation of the Work, and any revisions, derivative works and portions thereof, and all rights licensed or granted hereunder. With respect to any photographs or images that were in the possession of the Author prior to the date of this Agreement that the parties wish to incorporate into the Work, the Author has advised the Publisher of the rights previously obtained by the Author in connection with the use of such photographs or images, as set forth in the Affidavit of the Author's Library Director (attached as Exhibit E), Publisher has reviewed such Affidavit and finds it acceptable as the basis for having the necessary consent to utilize the photographs and images submitted to the Publisher that were in the possession of the Author prior to the date of this Agreement, unless the Publisher advises the Author in writing to the contrary. The Publisher agrees not to incorporate into the Work any such photograph or image that it believes lacks permission or license satisfactory to the Publisher. If the parties agree that any such material shall be incorporated into the Work, the Author shall be responsible for paying all fees for the use of such materials with the approval of such expenditure by the Author's City Manager or City Council as required by law. The Author makes no further representations or warranties with respect to any rights secured by the Author relating to use of the photographs or images than as set forth in this Section and the Library Director's Affidavit shall provide evidence of written permission to use any copyrighted material not original to the Author promptly upon the Publisher's request.

7. **Representations; Covenants; Indemnification** The Author makes the following representations to the best of its knowledge:

A. Except with respect to copyrighted material described in Section 6 hereof or photographs or images that the Author believes in good faith may be lawfully incorporated into the Work because they were (i) loaned to the Author for historical use, by oral or written agreement or understanding, or (ii) donated to the Author for such use as set forth in the Library Director's Affidavit, the Author is and shall be the sole owner of the Work and all rights herein licensed to the Publisher; the Work is and will be original to the Author and has not previously been published in any form.

B. The Work shall in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.

C. The Work shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true.

The Author shall indemnify and hold harmless the Publisher, its officers, directors, employees, and agents from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the

Initials _____ / _____
(Author) (Publisher)

Publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Author of, or breach by the Author of this Agreement or any of its provisions. The Publisher reserves the right to alter the Work in such a way as may appear to the Publisher appropriate for the purpose of removing any material which in the Publisher's opinion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's indemnification obligations hereunder. The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

8. **Royalties: Accounting** The Publisher shall pay the royalties described in Exhibit A hereto with respect to the Work. The Publisher shall render semi-annual accounts of the sales of the Work and ancillary rights to the Author for the six (6) month periods ending the 31st of December and the 30th of June of each year following publication of the Work. The accounts of sales of the Work together with any sums that may become due shall be delivered to the Author and settled within three (3) months of the end of the immediately preceding accounting period, provided however that no account need be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than thirty dollars ($30.00), in which case the amount will be carried forward to the next accounting date. Should the Author be thirty (30) days or more in arrears of payment for books purchased from the Publisher, the Publisher may, at its discretion, deduct said payments from royalties due to the Author. Royalties shall be settled by way of Automated Clearing House (ACH) payments. The Author is responsible for providing the Publisher with the correct account details on the attached ACH authorization form. Furthermore, the Author is responsible for ensuring the Publisher is informed of any changes to account details.

The Author or the Author's authorized representative shall have the right upon written request to examine the records of account of the Publisher in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Author unless errors in excess of five percent (5%) undercalculation of total royalties shall be found, in which case the cost shall be paid by the Publisher. Any such examination of the account of sales in respect of the Work shall be made under the supervision of the Chief Financial Officer or other designee of the Publisher. Unless the Publisher shall be responsible for the costs of the record examination as provided above, the Author shall promptly pay to the Publisher the expenses related to such supervision, which shall be deemed to be forty-five dollars ($45.00) for every hour or part of an hour spent by the Publisher's designee in supervision of such an examination.

As a provision against sales of the Work during the first accounting period which may be returned to the Publisher for full credit during subsequent accounting periods, the Publisher shall be entitled to make a reserve against royalties for the first six month accounting period of the Work of a sum not exceeding thirty-five percent (35%) of the royalties deemed to be payable. Any such retention of royalties will be paid with interest at the prevailing bank rate for saving accounts at the Bank of America at the payment date of the second accounting period.

9. **Complimentary Copies of the Work; Purchases of the Work by the Author** The Publisher shall send to the Author on publication ten (10) complimentary copies of the Work. The Author shall have the right to purchase further copies according to our current trade terms. Under the terms described in Exhibit A, with respect to the Work, the Publisher shall make to the Author payments in respect of all copies of the Work sold, with the general proviso that no royalties shall be paid on: a) copies sold to any party at cost or less; b) copies presented to the Author; c) copies presented in the interests of the sale of the Work or publicity for the Work; d) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; e) copies lost in the course of shipment; f) copies returned by retailers damaged or otherwise unsaleable; g) copies sold and later returned to the Publisher.

The Author shall have the right to purchase copies of the Work on the understanding that any copies sold by the Author will be at the full retail price (unless specifically agreed otherwise by the Publisher in writing) and shall not be discounted to the disadvantage of the Publisher. Copies of the Work shall not be resold by the Author to retail bookstores, pharmacies, grocery stores, gift stores, wholesale book distributors, book clubs, or libraries (unless specifically agreed otherwise by the Publisher in writing). This Section shall not prohibit the Author from selling copies of the Work at the full retail price (unless specifically agreed otherwise by the Publisher in writing) at its Library or its Administrative Offices, or at functions or fundraisers held by the Author, the Friends of the Sterling Heights Library, or by employees or volunteers of any of the foregoing.

10. **Remainder Sales** If, at any time after a period of one year from the date of first publication, the Work shall in the opinion of the Publisher have ceased to have a remunerative sale, the Publisher shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock. The Author shall be given a right of first refusal on any such disposal at the same price offered by the remainder or overstock dealer. The Author shall have a period of fourteen (14) days after receipt of notification from the Publisher to accept the offer and advise the Publisher in writing of the number of copies the Author will purchase, failing which the Publisher shall be entitled to dispose of all remaining copies of the Work.

11. **Appointment of Agent** The Author may authorize and empower an Agent to collect and receive all sums of money payable to the Author under the terms of this Agreement by notification to the Publisher in writing. The Author declares that the Agent's receipt to the Publisher or the Agent's acceptance of any sums of money paid by the Publisher shall be a good and valid discharge to all persons paying such monies to the Agent. The Agent shall be empowered to act in all matters arising out of this Agreement until cancellation of such authorization is received by the Publisher in writing.

12. **Registration and Trademarking** The Publisher may, at its option, and at its sole expense register the copyright for the Work in the name of the Author with the United States Copyright Office as well as in countries other than the United States, whether or not such countries are parties to the Universal Copyright Convention. The Author agrees to supply free of charge to the Publisher any authorizations or other

Initials _____ / _____
(Author) (Publisher)

documents necessary to carry out these provisions, including all assignments or transfers of copyright for material heretofore copyrighted elsewhere.

The Author acknowledges that the Publisher owns all right, title and interest in the trademark rights in the mark IMAGES OF MODERN AMERICA and in the title of the Work (the "Trademarks"). The Author may not use the Trademarks without authorization from the Publisher and shall not object to, attack or contest, or otherwise interfere with the use or registration by the Publisher of the Trademarks and any variations thereof.

13. **Copyright Infringement** If the Publisher believes that the copyright or any other right in the Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name, if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher, however, shall not be liable to the Author for its failure to take such legal steps. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the Author may do so in the name of the Author and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the Author's and the Publisher's expenses of bringing and maintaining this action, and the balance shall be divided equally between the Author and the Publisher.

14. **Updating the Work** The Author shall use reasonable efforts from time to time at the request of the Publisher to provide information or materials that the Publisher considers necessary to keep the Work up to date and accurate. Should the Author be unable or fail to keep the Work up to date, the Publisher may terminate this Agreement and discontinue publishing and distributing the Work.

15. **Discontinuance of Publication** The Work shall be considered in print if it is on sale under the Publisher's own imprint, or under the imprint of another publisher, or is under contract for publication. If, at any time after four (4) years from the date of publication the Publisher allows the Work to go out of print or off the market in all editions issued or authorized by the Publisher, and further if within twelve (12) months of having received a written request from the Author to do so the Publishers have not reprinted and placed on the market a new edition or authorized the same, then all licenses granted under this Agreement shall forthwith and without further notice revert to the Author, subject, however, to all rights of the Publisher in respect of any contracts or negotiations entered into by it with any third party prior to the date of such reversion and without prejudice to any rights that have accrued under this Agreement prior to the date of reversion.

16. **Default under the Terms of Agreement** This Agreement may be terminated by either party in the event of a material default by the other party under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof from the nondefaulting party.

In the event of material default by a party under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Author, along with a notice of the nondefaulting party's intent to terminate therefor, all licenses granted under this Agreement shall revert to the Author forthwith and without further notice, and neither party shall have any further rights and liabilities under this Agreement, subject however to all rights of the Publisher and third parties under or with respect to any contracts or negotiations properly entered into by the Publisher with any third party prior to the date of such termination, and except that such termination shall be without prejudice to any rights that have accrued under this Agreement prior to the date of termination.

17. **Choice of Laws, Jurisdiction, and Arbitration** This Agreement is deemed to have been entered into within the State of Michigan and will be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to principles of conflict laws. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, the parties will attempt in good faith to resolve such controversy or claim. If the matter has not been resolved within thirty (30) days of the commencement of such discussions (which period may be extended by mutual agreement), then the parties hereby agree to immediately submit the controversy to binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance the Commercial Arbitration Rules of the American Arbitration Association. If the controversy exceeds fifty thousand dollars ($50,000), the arbitration shall be conducted by three (3) arbitrators. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The prevailing party in arbitration and/or any appeal of the arbitration award shall be entitled to their reasonable legal fees and costs. The place of arbitration shall be held at such location within the metropolitan area of Detroit, Michigan as the parties shall mutually agree. In the event of any legal proceedings outside of Arbitration, the parties hereby submit to the jurisdiction of any State or Federal Court within the State of Michigan having jurisdiction of subject matter

18. **Further Assurances** The Author agrees to execute any and all documents reasonably requested by the Publisher from time to time to effect and evidence the agreements contained herein.

19. **Entire Agreement; Amendment** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in writing executed by the parties hereto.

20. **Successors and Assigns** This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

21. **Time** Time shall be of the essence hereunder.

Initials _____ / _____
(Author) (Publisher)

22. **Reservation of Rights by the Author** If the Author intends to specifically exclude certain rights from this Agreement, such rights shall be clearly enumerated. The Author does not intend to grant the right to new uses of the Work without the prior written consent of the Author.

Signed on behalf of the Author | Signed on behalf of the Publisher

CITY OF STERLING HEIGHTS

By:_____ _____

Michael C. Taylor
Its: Mayor

And _____, 20____

By: _____

Mark Carufel
Its: City Clerk

_____, 20____

Initials _____ / _____
(Author) (Publisher)

THIS AGREEMENT IS SUBJECT TO ARBITRATION

EXHIBIT A
ROYALTY AND RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of Modern America: *Sterling Heights*

The Publisher shall make the following payments to the Author in respect of all copies sold:

1. SALES OF THE WORK
On all copies of the Work sold, whether within or outside the United States, a royalty of ten percent (10%) of the actual net amounts received therefore by the Publisher.

2. ANCILLARY RIGHTS
For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to ancillary rights described on Exhibit B hereto, the Author shall be paid a royalty of fifty percent (50%) of the actual net amounts received by the Publisher.

3. DATABASE AND COMPANION RIGHTS
(A) For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to the Electronic Storage, Retrieval, and Digital Media and Companion Products, Merchandise and Commercial Rights described in subsections (B) and (C) below, the Author shall be paid a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher. The following rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

(B) Electronic Storage, Retrieval, and Digital Media Rights (i.e. the right to use, produce or reproduce, distribute, perform, display, transmit or broadcast the Work or any portion thereof in which the Author has secured rights or to license such uses of the Work or any portion thereof in which the Author has secured rights by any and all methods of copying, recording, storage, retrieval, broadcast or transmission of the Work or any portion thereof, alone or in combination with other works, including in any multimedia work or electronic book, Web site or database, by any electronic, electromagnetic or other means now known or hereafter devised including, without limitation, by analog or digital signal, whether in sequential or non-sequential order, on any and all physical media now known or hereafter devised including without limitation, magnetic tape, floppy disks, interactive CD, CD-ROM, laser disk, optical disk, integrated circuit card or chip and any other human or machine readable medium, whether or not permanently affixed in such media, and the broadcast or transmission thereof by any means now known or hereafter devised, but excluding audio recording rights, video recording rights and all uses encompassed in motion picture, television, radio and allied rights).

(C) Companion Products, Merchandise and Commercial Rights (i.e., the right to produce postcards, calendars, notebooks and other printed materials based upon or containing images from the Work or portions of the Work in which such companion, merchandise or commercial rights have been secured by the Author to use such images or portions of the Work).

4. ROYALTIES PAYABLE
Notwithstanding anything contained herein to the contrary, the Publisher shall pay royalties only from the actual net amounts received by the Publisher with respect to sales of the Work or ancillary rights, less a reasonable reserve for returns and less actual returns.

Further, notwithstanding anything contained herein to the contrary, no royalties shall be payable with respect to: a) copies of the Work or any portion thereof sold to any party at cost or less; b) copies of the Work or any portion thereof presented to the Author; c) copies of the Work or any portion thereof distributed to or presented to a third party in the interest of the sale or marketing of the Work; d) copies of the Work or any portion thereof distributed to or presented in the interest of publicity for the Work; e) copies of the work electronically displayed, transmitted, broadcast or distributed for the purpose of promoting sales of the Work; f) copies of the Work or any portion thereof lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; g) copies of the Work or any portion thereof lost in the course of shipment; h) copies of the Work or any portion thereof returned by retailers damaged or otherwise unsaleable; i) copies of the Work or any portion thereof sold and later returned to the Publisher.

Signed on behalf of the Author	Signed on behalf of the Publisher
CITY OF STERLING HEIGHTS	
By:_____ Michael C. Taylor Its: Mayor	_____
And	_____, 20____
By: _____ Mark Carufel Its: City Clerk	
_____, 20____	

THIS AGREEMENT IS SUBJECT TO ARBITRATION

EXHIBIT B
ANCILLARY RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of Modern America: *Sterling Heights*

The following ancillary rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:
A. Quotation Rights
B. Anthology Rights
C. Digest Rights (i.e. the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper).
D. Digest Book Condensation Rights (i.e. the right to publish a shortened form of the Work in volume form).
E. Mechanical Reproduction Rights (i.e. the right to produce or reproduce the Work or any portion thereof or to license the reproduction of the Work or any portion thereof by film micrography, reprographic reproduction, gramophone records or tapes, cassettes and compact disks, film strip, video cassettes, or by any other means or methods now or hereafter known or invented, except insofar as reproduction is for use as part of or in conjunction with a commercial cinematographic film).
F. One-Shot Periodical Rights (i.e. the right to publish the complete Work or any extract from it in a single issue of a journal, periodical or newspaper)
G. Strip Cartoon Book Rights/Picturization Book Rights
H. Translation Rights
I. Sound Broadcasting Rights (i.e. readings from the text of the Work).
J. Television Rights (readings from the text or showing of illustrations or photographs from the Work).
K. Dramatization and Documentary Rights on stage, film, radio, television or any other medium
L. First Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Work in volume form).
M. Second and Subsequent Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form).
N. Merchandise and Commercial Rights. (i.e., the right to create and sell products based upon, containing or using the text, illustrations or photographs from the Work, other than those rights granted as Digital Database and Companion Rights in Exhibit A(3))

Signed on behalf of the Author

CITY OF STERLING HEIGHTS

By:_____
Michael C. Taylor
Its: Mayor

And

By: _____
Mark Carufel
Its: City Clerk

_____ day of _____, 20____.

Signed on behalf of the Publisher

_____

THIS AGREEMENT IS SUBJECT TO ARBITRATION

EXHIBIT C
SPECIFICATION EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of Modern America: *Sterling Heights*

The specifications for this Work are as follows:

Trim size: 9.25" x 6.5"
Page extent: 96
Printed cover: Four color, laminated, including color photographs or images supplied by the Author

The Work shall contain no fewer than 160 images nor more than 170 images, and shall be made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the Work.

The Work shall contain no fewer than 8,000 words nor more than 11,000 words. Should the total word count of the manuscript not fall within that range, the Publisher reserves the right to return the manuscript for revision. The Author will, therefore, have seven (7) days to revise and resubmit the manuscript in a format acceptable to the Publisher.

The layout of the Work shall conform to the style previously established by the Publisher for other books in the Images of Modern America series.

EXHIBIT D
PRODUCTION SCHEDULE EXHIBIT

To the Memorandum of Agreement for the Work entitled:
Images of Modern America: *Sterling Heights*

A. The Author agrees to complete and deliver the cover materials to the Publisher by the deadline date of: April 11th, 2017.

B. The Author agrees to deliver all of the text and images to be used in the Work to the Publisher by the deadline date of: June 13th, 2017.

[Note: If the text is not submitted on computer disk, the Author must arrange for manuscript delivery two weeks prior to the above date to allow for typesetting.]

C. The Author shall undertake to read, check, and correct proofs of the Work and return them to the Publisher within seven (7) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the Publisher's original cost of composition shall be borne by the Author.

Signed on behalf of the Author | Signed on behalf of the Publisher

CITY OF STERLING HEIGHTS

By:_____ _____
Michael C. Taylor
Its: Mayor

And

By: _____
Mark Carufel
Its: City Clerk
_____ day of _____, 20____.

ROYALTY PAYMENT INFORMATION

Please note that the information given on this form will be used to pay royalties due from sales of your book. This information should therefore be as detailed and accurate as possible. Please also remember to inform your editor if you or your royalty payee's information changes, such as a change in address or tax status.

Title: **State:**
Royalty Rate: 10%

Payee #1
Name and Address

Tel: (home) (business)
Fax: email:

Payee #2
Name and Address

Tel: (home) (business)
Fax: email:

Royalty Split:
Payee #1_____
Payee #2

Social Security or Tax ID:
Payee #1_____
Payee #2

Authorized Signature on behalf of the Author(s): _____
Date: _____

Authorized Signature on behalf of the Publisher:
Date:

ELECTRONIC ROYALTY STATEMENT PROGRAM

ARCADIA PUBLISHING'S ELECTRONIC ROYALTY STATEMENT PROGRAM

Sign up for our convenient electronic direct deposit program and receive future royalty statements via email.

ADVANTAGES:

Paperless
No cost to you
Convenient
Royalty statements delivered direct to your email inbox
No paper checks to get lost or damaged
No waiting for the check to arrive in the mail
No need to make a trip to the bank or ATM
Easily print royalty statements as needed

TO SIGN UP:

Complete the ACH Authorization form on the reverse side of this sheet.
Attach a voided check along with this completed form.

SEND IT IN:

When returning your contract to your editor, please be sure to include a completed ACH Authorization form, along with a voided check.

Arcadia Publishing ACH AUTHORIZATION FORM

ROYALTY PAYEE INFORMATION
(Please Print or Type)

NAME: _____

ROYALTY PAYEE #: (if known) _____

EMAIL ADDRESS: _____

SSN or EIN #: _____

I hereby authorize Arcadia Publishing

To initiate: [**X**] credits / payments

To my: [**X**] checking account

(Note: deposits to savings account are not available.)

I understand that, if necessary, an adjusting debit or credit entry may be made to correct an error.

I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

Attach your voided check here

If a voided check is not available, please attach a Deposit Authorization letter from your bank listing your bank's routing # and your checking account #

This authority will remain in full force and effect until such time as Arcadia Publishing has received written notification from me that the draft authorization has been revoked. It is further provided that written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.

_____ _____
Signature of account owner Date

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT E
AFFIDAVIT OF TAMMY TURGEON,
STERLING HEIGHTS LIBRARY DIRECTOR

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

Tammy Turgeon, being first duly sworn, states as follows:

1. She is the Library Director of the Sterling Heights Public Library and is signing this Affidavit in such capacity.

2. She, with the assistance of her staff, has worked with the Sterling Heights Library, Sterling Heights Historical Commission, and Community Relations Department with respect to the collection of photographs and documents of historical significance relating to the history and development of the City of Sterling Heights since 1968.

3. To the best of her knowledge and belief, all of the documents, images and photographs that have been or will be submitted to the Publisher for incorporation into the Work were delivered to the City for its use for historical purposes, or were obtained from the Macomb Daily newspaper with its permission.

4. To the best of her knowledge, a release form in substantially the form attached as Exhibit E-1 to this Affidavit was obtained for each document currently in the City's possession, except for documents referred to in Paragraph 5 below.

5. To the best of her knowledge, the only documents/photographs currently in the City's possession which may be incorporated into the Work for which a release similar to Exhibit E-1 has not been obtained are those which were donated to the City from the files and records of a defunct newspaper publisher serving the City of Sterling Heights, documents/photographs obtained from City departments and employees, or documents from the Macomb Daily.

_____
Tammy Turgeon, Director
Sterling Heights Public Library

Subscribed and sworn before me in Macomb County on _____, 2016.

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

EXHIBIT E-1

Sterling Heights Public Library

Historical Photograph Loan and Release Agreement

I hereby loan to the Sterling Heights Public Library the following photographs in order for the library to make copies and/or prints of them.

1._____

2._____

3._____

4._____

5._____

6._____

7._____

8._____

The Library may loan, exhibit, or use the copies and prints of my original photographs for any historical purpose it deems appropriate.

Name _____

Address_____

Signature_____

Date _____

DELIVERED JAN 28 2016

City Clerk's Use
Item No: 2-H
Meeting: 02/02/16

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To adopt a resolution assigning the City of Sterling Heights' allocation of Qualified Energy Conservation Bonds to the State of Michigan.

Submitted By: City Development Department

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

Administration (initial as applicable)

		Attachments			
AC	City Clerk	x	Resolution	__	Minutes
BB	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:

Background – Qualified Energy Conservation Bonds (QECB) were authorized by the United States Congress in 2008. In 2009, Congress increased funding for states and local governments to issue QECB to finance energy, efficiency and renewable energy projects through the American Recovery and Reinvestment Act (ARRA). The total funding was divided among eligible jurisdictions according to population and states were directed to sub-allocate a portion of their funding to municipalities with populations of 100,000 persons or more. Recipient municipalities can issue QECB up to the amount of their sub-allocation or waive the sub-allocation and return it to the state. The City received a sub-allocation from the state of Michigan in the amount of $1,317,187.00. Unfortunately, the City does not have a project eligible for financing using its sub-allocation of QECB. The Michigan Energy Office is now requesting that the City adopt a resolution whereby it waives its sub-allocation and assign it to the state of Michigan so the QECB can be utilized by other municipalities and/or organizations that are seeking funding for qualified energy projects.

Recommendation – The City Development Department is recommending that the City assign its sub-allocation of QECB to the state of Michigan, as requested. There simply are not QECB-eligible projects that make sense for the City to undertake at this time and an assignment of the City's share for use on eligible projects that are ready to go forward in other municipalities is appropriate.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to adopt the resolution assigning all of the City of Sterling Heights' allocation of Qualified Energy Conservation Bonds to the State of Michigan

~ Resolution ~

A RESOLUTION OF THE STERLING HEIGHTS CITY COUNCIL ASSIGNING ALL OF THE CITY OF STERLING HEIGHTS' QUALIFIED ENERGY CONSERVATION BONDS ALLOCATION TO THE STATE OF MICHIGAN

Minutes of a regular meeting of the City Council of the City of Sterling Heights, County of Macomb, and State of Michigan, held on the _____ day of _____, 2016.

PRESENT:_____

_____

ABSENT:_____

_____

The following preamble and resolution were moved by _____ and supported by _____:

WHEREAS, Section 54D of the Internal Revenue Code of 1986, as amended (the "Code") and the American Recovery and Reinvestment Act of 2009, Public Law 111-5 authorize the issuance of Qualified Energy Conservation Bonds to finance expenditures for purposes of energy conservation and efficiency; and

WHEREAS, the City of Sterling Heights ["City"] has been allocated Qualified Energy Conservation Bonds capacity; and

WHEREAS, pursuant to Section 54D of the Code, the City may assign all or a portion of such allocation to another entity; and

WHEREAS, the City desires to assign its full allocation of Qualified Energy Conservation Bonds to the State of Michigan (the "State").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The State shall be and hereby is assigned all of City's Qualified Energy Conservation Bonds allocation in the amount of $1,317,187.00.

2. Mark D. Vanderpool, City Manager, is authorized to execute any documents necessary to effectuate the foregoing assignment.

3. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYS: _____

_____

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Sterling Heights, County of Macomb, Michigan, at a regular meeting held on _____ __, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting

were kept and will be or have been made available as required by said Act.

_____

Mark Carufel, City Clerk