1. February 16, 2016 Agenda

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

2. February 16, 2016 Packet

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

PRESENTATION

To recognize and congratulate Utica Community Schools faculty member Michael D. Sekich and student Christina Li for being named a *Band Director Who Makes a Difference* and a *Champion of Change for Computer Science Education*, respectively (Presentation – Bridget Doyle, Community Relations Director).

ORDINANCE INTRODUCTION

1. **To consider introduction of an ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards (Presentation – Mark Carufel, City Clerk).**

2. **CONSENT AGENDA**

   A. **Approval of Minutes**

Special meeting of January 26, 2016
Regular Meeting of February 2, 2016

B. Approval of Bills

C. To award a bid for Clinton River Corridor Tree Removal based on unit prices bid (Estimated project expenditure of $300,000.00).

D. To award a bid for DSX Access System Upgrades at City facilities (Total expenditure of $43,409.30).

E. To award a bid for a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane (Total expense of $136,846).

CONSIDERATION

3. To award a bid for refuse, recyclables and yard waste collection for a five-year period (Cumulative cost over five-year term of contract is $23,753,719.84).

4. To consider a request to transfer ownership of a 2015 Class C liquor licensed business, with SDM license, dance-entertainment permit, Sunday Sales Permit (P.M.), and specific purpose permit (food), located at 33355 Van Dyke, Sterling Heights MI 48312 from Hojaij Makky Properties, LLC to EAA LLC.

5. To consider a nomination to the City of Sterling Heights Board of Ordinance Appeals Panel II.

6. To consider appointments to City of Sterling Heights Boards and Commissions.

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 16, 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

PRESENTATION

To recognize and congratulate Utica Community Schools faculty member Michael D. Sekich and student Christina Li for being named a *Band Director Who Makes a Difference* and a *Champion of Change for Computer Science Education*, respectively (Presentation – Bridget Doyle, Community Relations Director).

ORDINANCE INTRODUCTION

1. **To consider introduction of an ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards (Presentation – Mark Carufel, City Clerk).**

2. **CONSENT AGENDA**

   A. **Approval of Minutes**

Special meeting of January 26, 2016
Regular Meeting of February 2, 2016

B. Approval of Bills

C. To award a bid for Clinton River Corridor Tree Removal based on unit prices bid (Estimated project expenditure of $300,000.00).

D. To award a bid for DSX Access System Upgrades at City facilities (Total expenditure of $43,409.30).

E. To award a bid for a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane (Total expense of $136,846).

CONSIDERATION

3. To award a bid for refuse, recyclables and yard waste collection for a five-year period (Cumulative cost over five-year term of contract is $23,753,719.84).

4. To consider a request to transfer ownership of a 2015 Class C liquor licensed business, with SDM license, dance-entertainment permit, Sunday Sales Permit (P.M.), and specific purpose permit (food), located at 33355 Van Dyke, Sterling Heights MI 48312 from Hojaij Makky Properties, LLC to EAA LLC.

5. To consider a nomination to the City of Sterling Heights Board of Ordinance Appeals Panel II.

6. To consider appointments to City of Sterling Heights Boards and Commissions.

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 16, 2016 --- CITY COUNCIL MEETING

A. 2016 CULTURAL EXCHANGE

A much-anticipated event celebrating the City of Sterling Heights' many cultures will take place Friday, March 4, 2016. The City of Sterling Heights and its Ethnic Community Committee will hold its 2016 Cultural Exchange from 6-10 p.m. in the Senior Center. The public is encouraged to attend this celebrated event. The 2016 Cultural Exchange will feature a wide array of ethnic music and dance, cuisine from city restaurateurs and educational cultural displays from area groups and retailers. Cultures represented will include African-American, Bulgarian, Chaldean, Filipino, German, Indian, Italian, Macedonian, Polish, Scottish, Slovakian, Turkish and more. A minimum suggested donation of $1 is requested. Last year's event drew nearly 1,000 people.

A free shuttle will be provided from Dodge Park to the Senior Center (40200 Utica Road) for Cultural Exchange attendees.

B. ASSESSMENT NOTICES

2016 Assessment notices will be mailed during the first week in March. Assessment increases as a whole are represented by the following percentages.

Residential	9.8%
Commercial	7.0%
Industrial	4.6%

The good news for property owners is that home values are continuing to increase but taxable value is only increasing by .3%.

C. DOBRY DRIVE M59 EXIT RAMP AT MOUND

The city is making every effort to secure a commitment from the Michigan Department of Transportation to repair the M-59 service ramp at Mound and Dobry Drive. We are urging our Representatives Farrington and Yanez to help the State secure funding in the amount of $2.5 million for this project. The road is in very poor condition and will deteriorate further knowing traffic will be increasing with the opening of the new Jimmy John's ball park in the immediate vicinity this summer.

D. STERLING ENTERPRISE PARK UPDATE

The new Sterling Enterprise Park development (formerly Sunnybrook) is proceeding with demolition of the vacant bowling alley and motel. Actual new building construction activity will commence in the next six months.

Respectfully submitted,

Mark D. Vanderpool, City Manager

File

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION

KIRK T. STEUDLE
DIRECTOR

METRO REGION OFFICE

January 12, 2015

RECEIVED
JAN 16 2015
Sterling Heights
Office of Engineering

Mr. Brent Bashaw, P.E.
City Engineer
City of Sterling Heights
P.O. Box 8009
Sterling Heights, Michigan 48311

Dear Mr. Bashaw:

Thank you for your letter of January 5, 2015, regarding the status of plans to repair the pavement along the M-59 Service Drive at Mound Road. The Michigan Department of Transportation shares your concerns and is in agreement with you that the pavement is in very poor condition and continues to deteriorate at an advanced rate. As you are already aware, we have scoped this project to complete the repairs. We have estimated that the total cost as being in excess of $2,500,000, which exceeds our available maintenance funding.

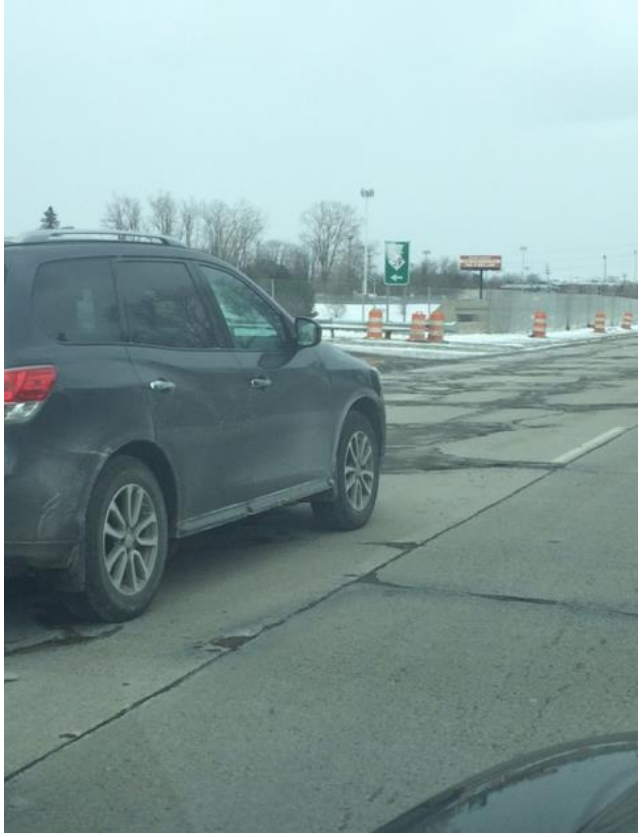
As revenues to support transportation projects remain constrained at this time, we are forced to do our best to simply maintain the road in a safe and passable condition. We are hopeful the funding plan the last legislature laid out is approved by voters, and we are in a better position to address critical needs such as this one in the future.

Thank you for contacting me to express your concerns and support for addressing the condition of this roadway. If you have any questions, please contact either me or Drew Buckner, Manager of our Macomb-St. Clair Transportation Service Center, at 586-421-3920.

Sincerely,

For Tony Kratofil, P.E.
Metro Region Engineer

Cc: Mark Vanderpool, City Manager
Drew Buckner, Macomb-St. Clair TSC



Amanda Thomas

From: Mark Vanderpool
Sent: Wednesday, February 10, 2016 2:07 PM
To: 'Jeff Farrington'; 'Henry Yanez'
Cc: 'steudlek@michigan.gov'; 'sentrocca@senate.mi.gov'; Buckner, Drew (MDOT); 'Jacqueline Noonan'; Mark Hackel; 'Hoepfner, Bob'; 'aappleby@generalsports.com'; Bridget Doyle; Barbara Ziarko; Deanna Koski; Doug Skrzyniarz; Jeffrey Bahorski; Joe Romano; Maria G. Schmidt; Michael C. Taylor; 'Nate Shannon'; Walter Blessed
Subject: M59 Dobry Service Drive

Dear Representatives Farrington and Yanez,

I am emailing to request your support for additional funding to complete the M59 Dobry off-ramp east bound, up to and over Mound Road. As you know, this portion of roadway is in terrible condition (see attached pictures) and while MDOT has been trying to secure funding, as indicated in the attached letter, they have not been successful. In light of the new Jimmy John's ball field opening, and thousands of visitors using Dobry to attend games and related events, this improvement is needed now more than ever. Not only is the current condition a safety concern, but the impression from an economic impact on Macomb County and the entire area is less than desirable.

Please consider supplemental funding to complete the Dobry Road improvement as expeditiously as possible. Thank you for your consideration.

Respectfully,

Mark D. Vanderpool
City Manager
City of Sterling Heights
40555 Utica Road
Sterling Heights, Michigan 48313
Email: mvanderpool@sterling-heights.net
Desk: 586.446.2301
Facsimile: 586.276.4060

IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If received in error, please notify the sender immediately by reply email and delete the original message, including attachments.

30TH DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514
PHONE: (517) 373-7768
FAX: (517) 373-5903
E-MAIL: jefffarrington@house.mi.gov

MICHIGAN HOUSE OF REPRESENTATIVES

JEFF FARRINGTON

STATE REPRESENTATIVE

February 11, 2016

Director Kirk Steudle,

I have enjoyed working with you over the past few years as we move forward to obtain significant additional funding for our roads and bridges. At this time I am hoping you can help me out with a road issue in my district.

Dobry Dr. is the M59 service drive near Mound Rd. and is in desperate need of repair. This is especially true of the eastbound off-ramp. To make the situation more precarious, the Utica minor league baseball park will be opening up in June and traffic on this road will increase significantly.

Thank you for your immediate attention to this important matter. A rapid response would be much appreciated.

If you have any questions or would like to further discuss this issue, please do not hesitate to contact my office at (517) 373-7768 or email me at jefffarrington@house.mi.gov. Thank you for your time.

Regards,

Jeff Farrington
State Representative
District 30
Utica, Sterling Heights, Shelby Township

Cc: Mayor Michael Taylor, Sterling Heights
Mayor Jacqueline K. Noonan, Utica
City Manager Mark Vanderpool, Sterling Heights

Recycled Paper

DELIVERED FEB 1 1 2016

City Clerk's Use
Item No: Presentation
Meeting: 02/16/16

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To recognize and congratulate Utica Community Schools faculty member Michael D. Sekich and student Christina Li for being named a *Band Director Who Makes a Difference* and a *Champion of Change for Computer Science Education*, respectively (Presentation – Bridget Doyle, Community Relations Director).

Submitted By: Community Relations Department

Contact Person/Telephone: Bridget Doyle, Community Relations Director, 586/446-2471

Administration (initial as applicable)

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

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

Executive Summary

Tonight, the Community Relations Department is proud to present Michael D. Sekich and Christina Li for special recognition before the City Council.

Michael D. Sekich – A Band Director Who Makes a Difference

Mr. Sekich is a teacher and band director at Adlai E. Stevenson High School in the Utica Community School District. For 25 years, Mr. Sekich has made a difference in his students' lives, particularly in igniting a life-long passion for music and the arts. School Band and Orchestra (SB&O) Magazine recently named Mr. Sekich as a *Band Director Who Makes a Difference* for the state of Michigan. Mr. Sekich joins 49 fellow band directors from across the United States receiving this recognition in SB&O's 18th Annual Band Directors Who Make a Difference program.

Mr. Sekich is proud of all of his students, including his two children who had the benefit of his musical instruction as students. When asked how he hoped to make a difference in his students' lives, Mr. Sekich responded, "I hope they remember what it feels like to work together as hard as you can to accomplish a goal. That feeling never changes in life, no matter what you do. I am blessed that I get to do what I love."

Mr. Sekich described the most important lesson to impart to his students as, "Life is short...enjoy all of it. It's not about the destination; we are all about taking our musical journey together."

The Community Relations Department recommends that the City Council adopt the attached resolution recognizing and congratulating Michael D. Sekich for being honored by SB&O Magazine as a *Band Director Who Makes a Difference*.

Christina Li – A Champion for Change for Computer Science Education

Christina Li is a senior at Adlai E. Stevenson High School and the UCS Center for Math, Science, and Technology (MST). Ms. Li has established an outstanding record of accomplishment in the MST area, including being the Vice President of Controls for Team 217 of the ThunderChickens, UCS' renowned *For the Inspiration and Recognition of Science and Technology* (FIRST) competitive robotics team.

Ms. Li also created *Hello World*, a week-long computer science day camp for 30 middle school girls to learn how to code for robots, apps, websites, and games. Ms. Li hosted online and in-person meetings with female computer engineers from Google, Microsoft, the Michigan Council for Women in Technology, and Ford Motor Company. *Hello World* participants also took field trips to Google in Ann Arbor and the University of Michigan. Through *Hello World*, Ms. Li aims to help lower the gender gap in computer science.

Ms. Li's passion and ambition did not go unnoticed. On January 26, 2016, Ms. Li was honored in Washington, D.C. as one of nine *Champions of Change for Computer Science Education*. Champions of Change is a White House program that recognizes and honors those individuals whose single voice can change the world.

In Washington, Ms. Li participated in roundtable discussions with Senior Advisor to the President Valerie Jarrett, Acting Secretary of Education, John King, and U.S. Chief Technology Officer Megan Smith. The Champions were also joined by actress and director Gillian Jacobs and Meredith Walker, co-founder of *Smart Girls*.

Suggested Action No. 1:

MOVED BY: SECONDED BY:

Resolved, to adopt the resolution recognizing and congratulating Michael D. Sekich for being named a *Band Director Who Makes a Difference* by School Band and Orchestra Magazine.

Suggested Action No. 2:

MOVED BY: SECONDED BY:

Resolved, to adopt the resolution recognizing and congratulating Christina Li for being named a *Champion of Change for Computer Science Education* by the White House.

~ Resolution ~

A resolution of the Sterling Heights City Council recognizing and congratulating Michael D. Sekich for being named a *Band Director Who Makes a Difference* by School Band and Orchestra Magazine.

- Mr. Sekich is a teacher and band director at Adlai E. Stevenson High School in the Utica Community Schools (UCS) District.

- In addition to serving as the co-chairman of the Fine Arts System for UCS, Mr. Sekich leads the marching, jazz, wind ensemble, and symphonic bands at Stevenson High School.

- Under his tutelage, Stevenson High School bands have performed at many significant events, including the Orange Bowl parade, at Carnegie Hall, and before President Clinton.

- For 25 years, Mr. Sekich has made a difference in his students' lives, particularly in igniting a life-long passion for music and the arts.

- Mr. Sekich is proud of all of his students, including his two children who had the benefit of his musical instruction as students. As a teacher, Mr. Sekich hopes to make a difference in his students' lives by helping them to recognize that goals are achievable through hard work. Mr. Sekich strives to teach his students to enjoy the musical journey.

- School Band and Orchestra (SB&O) Magazine recently named Mr. Sekich as a *Band Director Who Makes a Difference* for the state of Michigan. Mr. Sekich joins 49 fellow band directors from across the United States receiving this recognition in SB&O's 18th Annual Band Directors Who Make a Difference program.

- Mr. Sekich nomination for recognition as a *Band Director Who Makes a Difference* came from members of the Stevenson Band who wanted him to "know how much we appreciated what he does for us."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sterling Heights, County of Macomb, and State of Michigan, does hereby recognize and congratulate Michael D. Sekich for being named a *Band Director Who Makes a Difference* by School Band and Orchestra Magazine.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sterling Heights to be affixed this 16th day of February 2016.

_____

Mark Carufel, City Clerk

~ Resolution ~

A resolution of the Sterling Heights City Council recognizing and congratulating Christina Li for being named a *Champion of Change for Computer Science Education* by the White House.

- Christina Li is a senior at Adlai E. Stevenson High School and the UCS Center for Math, Science, and Technology (MST).

- Ms. Li has established an outstanding record of accomplishment in the MST area, including being the Vice President of Controls for Team 217 of the ThunderChickens, UCS' renowned *For the Inspiration and Recognition of Science and Technology* (FIRST) competitive robotics team.

- Ms. Li also created *Hello World*, a week-long computer science day camp for 30 middle school girls to learn how to code for robots, apps, websites, and games. Ms. Li hosted online and in-person meetings with female computer engineers from Google, Microsoft, the Michigan Council for Women in Technology, and Ford Motor Company. *Hello World* participants also took field trips to Google in Ann Arbor and the University of Michigan. Through *Hello World*, Ms. Li aims to help lower the gender gap in computer science.

- Ms. Li's passion and ambition did not go unnoticed. On January 26, 2016, Ms. Li was honored in Washington, D.C. as one of nine *Champions of Change for Computer Science Education*. Champions of Change is a White House program that recognizes and honors those individuals whose single voice can change the world.

- It is fitting to recognize Ms. Li as an outstanding young person who has succeeded in her mission of opening the world of computer science to girls in her community.

NOW, THEREFORE,

BE IT RESOLVED, that the City Council of the City of Sterling Heights, County of Macomb, and State of Michigan, does hereby recognize and congratulate Christina Li for being named a *Champion of Change for Computer Science Education* by the White House.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sterling Heights to be affixed this 16th day of February 2016.

_____

Mark Carufel, City Clerk

DELIVERED FEB 1 1 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 1
Meeting: 02/16/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider introduction of an ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards (Presentation – Mark Carufel, City Clerk).

Submitted By: Office of the City Clerk

MC

Contact Person/Telephone: Mark Carufel, City Clerk (586) 446-2421

Administration (initial as applicable)

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

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

Executive Summary

Introduction – Chapter 26 of the Sterling Heights City Code currently regulates the operation and licensing of junk yards and automobile wrecking yards within the City. Although a few of the regulations were revised in 2007 and 2008, most of Chapter 26 still contains the original language enacted in 1978. In order to update the City Code regulations, the Office of the City Clerk worked with the City Attorney's Office to draft an amending ordinance for City Council consideration.

Proposed Ordinance – The significant revisions to the Chapter 26 regulations for junk yards and automobile wrecking yards include:

1. To allow junk yards to operate on Sundays (per requests by licensees)
2. To require conspicuous signage (as required by state law)
3. To require item tracking and reporting (as required by state law)
4. To update the renewal ,suspension, revocation, and non-renewal procedures
5. To update prohibitions under state law relating to purchases
6. To allow hours of operation until 9:00 p.m. (as permitted by state law)
7. To include state law prohibitions and regulation regarding location near roadways

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to introduce the ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards.

CITY OF STERLING HEIGHTS

MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CHAPTER 26 OF THE CITY CODE GOVERNING JUNK YARDS AND AUTOMOBILE WRECKING YARDS

THE CITY OF STERLING HEIGHTS ORDAINS:

SECTION 1. Chapter 26 of the City Code shall be amended to read as follows:

CHAPTER 26: JUNK YARDS AND AUTOMOBILE WRECKING YARDS

ARTICLE I. IN GENERAL

26-1. TITLE.

This chapter shall be known and cited as the "Junk Yard Ordinance."

26-2. DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT. All references to the ***ACT*** in this chapter shall refer to the Secondhand Dealers and Junk Dealers Act, Public Act 350 of 1917, as amended, and currently codified as M.C.L. § 445.401 *et seq*.

AUTOMOBILE WRECKING YARD. Any place, site, or location where wrecked autos or autos unfit for highway use are stored, disassembled, dismantled, torn down, or disposed of or where old or wrecked autos are dismantled and parts salvaged therefrom.

AUTOS; AUTOMOBILES. Includes all motor vehicles.

JUNK YARD. Any open area where waste, used or secondhand materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, lumber, paper, rags, rubber tires, and bottles. A ***JUNK YARD*** includes automobile wrecking yards and includes any area of more than 200 square feet for storage, keeping, or abandonment of junk, but does not include uses established entirely within enclosed buildings. A used car lot where the disassembling, wrecking, storage, sale, or salvage of parts of wrecked cars is carried on shall be considered a ***JUNK YARD*** subject to the provisions of this chapter.

26-3. COMPLIANCE WITH CHAPTER.

All persons licensed under this chapter shall operate their junk yards and automobile wrecking yards in conformity with the rules, regulations, and conditions set out in this chapter. The violation of any of such rules and regulations shall be grounds for the refusal to renew or the revocation of an existing license. Every licensee, by virtue of accepting a license under this chapter, shall be held to have faithfully covenanted with the City Council to operate and maintain his or her business site in conformity herewith. The licensee shall also comply with all other city ordinances and regulations.

26-4. REMEDIES FOR VIOLATION OF CHAPTER.

It is declared that the operation or maintenance of a junk yard or automobile wrecking yard in violation of the provisions of this chapter is declared to be a nuisance per se and the city, ~~through its duly designated agents~~in addition to the issuance of citations for ordinance and code violations, may apply to a court of competent jurisdiction for an injunction to enjoin and abate such nuisance upon authorization by ~~the approval of~~ the City Council.

Cross reference:
Nuisances, see Ch. 33

26-5. LOCATION REQUIREMENTS GENERALLY.

No junk yard or automobile wrecking yard shall be established or licensed under this chapter, unless at least 50% of the property fronting on the public highway on each side of the proposed location, for a distance of one-half mile in each direction, is being used for business purposes.

Cross reference:
Zoning ordinance, see App. A

26-6. LOCATION NEAR CHURCH, SCHOOL, STREET, AND THE LIKE.

(A) No part of the site used for a junk yard or automobile wrecking yard shall lie within 500 feet, in a direct line, from the nearest point of any property used for a church, synagogue, school, public library, hospital, sanitarium, or private residence, except the residence owned by the licensee of such yard upon the site described in the license application.

(B) No part of premises used as a junk yard or automobile wrecking yard shall lie within 300 feet of an intersection, public street, or highway.

(C) No junk yard or automobile wrecking yard shall be established, expanded, or maintained if any portion of the yard is within 1,000 feet of the nearest edge of the right of way of any interstate or primary or secondary highway, except the following:

(1) Those which are screened by natural objects, plantings, fences, or other appropriate means so as not to be visible from the main-traveled way of the highway, or otherwise removed from sight, in accordance with the rules of the state of Michigan.

(2) Those located within areas which are zoned for industrial use.

(3) Those which are not visible from the main-traveled way of an interstate primary or secondary highway.

Statutory reference:
Junk yards adjacent to highways, see M.C.L. § 252.203

26-7. GENERAL CONSTRUCTION REQUIREMENTS.

All building structures used in connection with a junk yard or automobile wrecking yard shall be of good substantial construction and shall be completely finished on the outside. Frame buildings shall be covered on the outside with good siding, shingles, brick, or other equivalent material and painted with at least two coats of good paint.

Cross reference:
Building regulations, see Ch. 11

26-8. ENCLOSING WALL.

Every junk yard or automobile wrecking yard shall be entirely enclosed within an obscuring masonry wall, eight feet in height on all sides and of sufficient strength to serve as a retaining wall. Such wall shall be set back as required by the zoning ordinance. No signs or posters will be allowed on the wall, except those advertising the licensee's business. The wall will be constructed in a good and substantial manner and kept in good repair and in a neat and presentable condition. No junk, old automobiles or other property used in connection with such business shall be parked, disassembled or permitted to be outside of the enclosure.

Cross reference:
Fences and walls, see Ch. 19

26-9. SIGNAGE; BUSINESS HOURS; INSPECTIONS.

(1) Every junk yard shall post in a conspicuous place in or upon its place of business a sign having its name and occupation.

(2) A junk yard or automobile wrecking yard may remain open for business during the hours of 7:00 a.m. to ~~7~~9:00 p.m.~~, each day excepting Sundays and legal holidays, when such business shall remain closed~~.

(3) City officials and their designees may inspect the premises of a licensee at any time during normal business hours.

Statutory- reference:
Signage, see M.C.L. § 445.404(1)
Inspections, see M.C.L. § 445.402(~~5~~4)
Hours, see M.C.L. § 445.407

26-10. BURNING PROHIBITED; USE OF WELDING AND CUTTING TORCHES; PREMISES TO BE FREE FROM FIRE HAZARDS.

(A) There shall be absolutely no burning of any kind on any junk yard or automobile wrecking yard. All welding and cutting torches shall be used so as not to glare or annoy surrounding owners or occupants of land.

(B) Each junk yard or automobile wrecking yard licensee shall conduct his or her business on the premises in such a manner as to keep it free from fire hazards.

Cross reference:
Fire prevention and protection, see Ch. 20

26-11. RECORD OF PURCHASES, EXCHANGES AND SALES.

~~Every junk yard or automobile wrecking yard licensee shall keep a complete set of books and records showing the receipt of, exchange of, and sale of any and all items by his or her business or otherwise received, exchanged, or sold on the business premises. Such books and records shall be made available to law enforcement and code enforcement officers at any time during the business' hours of operation and within a reasonable time before or after such hours of operation. All book and records shall be kept in conformity with the requirements of the Act and shall include any additional information as may be required by the Chief of Police.~~(1) Every junk yard shall make and maintain a separate book or other written or electronic record, numbered consecutively, and open to inspection by a member of the police department and the Michigan state police, in which shall be written or entered in the English language at the time of the purchase or exchange of any article a description of the article, and all of the following:

(a) The name, description, fingerprint, operator's or chauffeur's license or state identification number, registration plate number, and address of the person from whom the article was purchased and received. The junk yard shall make a copy of the operator's license, chauffeur's license, or state identification card as part of the book or record.

(b) The day and hour the purchase or exchange was made.

(c) The location from which the item was obtained.

(d) Payment for an item shall be made only by check or by an electronic payment system. The record shall indicate the method of payment.

Statutory reference:

Record keeping requirements, see M.C.L. § 445.404(2)

26-12. REPORT OF PURCHASES.

~~Every junk yard or automobile wrecking yard licensee shall, at least once a week as required by the Act, prepare and deliver to the Sterling Heights Police Department a sworn statement of all articles purchased or received during the preceding week by the licensee. Such report shall contain all of the information required by the Act. Articles purchased or received by a licensee shall be retained, tagged, and accounted for as required by the Act.~~ (1) Articles purchased or exchanged shall be retained by the purchaser for at least 15 days before disposing of them, in an accessible place in the building where the articles are purchased and received. A tag shall be attached to the articles in some visible and convenient place, with the number written thereupon, to correspond with the entry number in the book or other record.

(2) The purchaser shall prepare and deliver on Monday of each week to the Police Chief, before 12 noon, a legible and correct paper or electronic copy, in the English language, from the book or other written or electronic record, containing a description of each article purchased or received during the preceding week, the hour and day when the purchase was made, the description of the person from whom it was purchased, and a copy of the documentation required by this article regarding the person from whom it was purchased. The statement shall be verified in a manner acceptable to the Police Chief.

(3) This section does not apply to old rags, waste paper, and household goods except radios, televisions, record players, and electrical appliances and does not require the purchaser to retain articles purchased from individuals, firms, or corporations having a fixed place of business after those articles shall have been reported.

(4) If the purchaser or receiver, by exchange or otherwise, is a peddler or goes about with a wagon to purchase or obtain by exchange or otherwise, any of such articles, and does not have a place of business in a building, he or she need not retain such articles for 15 days before selling them, provided on Monday of each week he or she files with the Police Chief a report showing the place of business of the person to whom such sale was made; and a copy of the record required to be kept in a separate book of the articles purchased or received during the preceding week, including a description of such articles sold, to whom sold, and the place of business.

Statutory reference:

Retention, tagging, and reporting requirements, see M.C.L. § 445.405

Peddler regulations, see M.C.L. § 445.406

26-13. PROHIBITED PURCHASES ~~FROM MINORS~~.

(A) No junk yard or automobile wrecking yard licensee shall purchase, receive, or take from any minor under the age of 18 years any parts, salvage, junk, or refuse of any kind, whether by purchase, sale, or gift.

(B) No person shall purchase or receive by sale, barter, or exchange or otherwise, any article mentioned in this act from any person who is at the time intoxicated, or from an habitual drunkard, or from any person known by said the buyer or receiver to be a thief, or any associate of thieves, or receiver of stolen property, nor from any person the licensee has reason to suspect of being such.

Statutory reference:
Prohibited purchases, see M.C.L. § 445.408

26-14. LOITERING BY MINORS.

~~The licensee for a junk yard or automobile wrecking yard shall be responsible to~~Licensees shall prohibit the loitering of minors about the premises.

26-15. SCRAP METALS.

Nothing in this chapter shall be construed to diminish the requirements that scrap processor and junkyard operators must comply with the Scrap Metal Regulatory Act, being 2008 P.A. 429, as amended.

Statutory reference:
Scrap Metal Regulatory Act, see M.C.L. § 445.421 et seq.

26-1~~5~~6-26-24. RESERVED.

ARTICLE II. LICENSE

26-25. LICENSE REQUIRED.

No person shall engage in the business of, carry on or operate any junk yard or automobile wrecking yard in any place in the city without a license as provided for in this article. All licensees shall comply with all applicable requirements of the Act and this chapter. The business authorized by a license issued pursuant to this chapter shall only be conducted in the location and place designated in the license.

Statutory reference:
Licensing provisions, see M.C.L. §§ 445.401, 445.402

26-26. APPLICATION.

Any person desiring to operate a junk yard or automobile wrecking yard shall make application in writing to the City Clerk and shall furnish the following and such other information as may be required by the city in considering such application:

(1) Full name and address of applicant or applicants and/or operators of such proposed yard. If an association, give the full name. If a corporation, give full name and the official address thereof with the date and state in which incorporated, full name and address of the resident agent and attach to the application a copy of the certificate from the corporation securities commission that the said corporation is in good standing;

(2) Name and address of all other owners, copartners, officers and directors, if a corporation, including stockholders, if a closed corporation. A closed corporation shall be considered any corporation having complete stock ownership in five or less persons;

(3) Legal description of site in which operation is contemplated, together with a complete statement of ownership of the premises; also a site plan showing the location of the boundary lines of the premises;

(4) A full and complete disclosure of the type of operation to be carried on;

(5) Name and address of any other junk yard or automobile wrecking yard operated by applicant or any officer or director of said firm or corporation;

(6) Fingerprints of applicant and other persons mentioned in subsection (2) above;

(7) A description of any building to be considered on the premises and any improvements to be made thereto;

(8) A statement as to the use made of property fronting on the public highway on each side of the proposed site for a distance of one-half mile in each direction;

(9) Distance in each direction from proposed site to nearest intersection, public street or highway;

(10) Accurate description of character of site and its use for a distance of 1,000 feet in each direction from the boundary line of the site proposed to be used in the business;

(11) A statement as to whether or not the contemplated operation will involve the use of force or pounding, what machinery is to be used and whether or not any objectionable noise will be created.

(12) A statement as to whether or not any combustible or inflammable material will be used in the operation or stored on the premises and, if so, for what purpose or purposes and what safety precautions will be taken to avoid fires;

(13) A statement as to whether or not the operation contemplated will be under the immediate supervision of the applicant;

(14) Full names and addresses of all persons to be employed in the operation of the business;

(15) Individual affidavit accompanying application on each of the persons mentioned in subsection (2) above attesting that each of the persons applying have not been convicted of a felony or misdemeanor from five years to date of application;

(16) Place of residence of applicant for three years preceding the date of application;

(17) As a further part of the affidavit and as a condition of the original granting of each license and operation of such junk yard, the applicant or applicants shall obtain, from 65% of the freeholders and occupants of land residing in the city within a 3,000 foot radius of any part of the proposed site where the said business is proposed to be conducted, a written statement or waiver addressed to the City Council recommending that such license be granted;

(18) A sworn statement as to the truth of the statements in the application.

Accompanying the application shall be a fee established by the annual appropriations ordinance for servicing and processing the application.

26-27. ISSUANCE OR DENIAL; FEE.

(A) The City Clerk shall transmit the application to the City Council, which shall consider the same within a reasonable time, either granting or denying the license for the operation of the said junk yard or the said automobile wrecking yard. The City Council shall deny a license or the renewal thereof whenever it appears that:

(1) The contemplated site is located on land zoned for anything other than heaviest industrial use under the current city zoning ordinances;

(2) The person making application or any member of the firm, officer, agent of the corporation or controlling stockholder of the corporation shall have been convicted of a felony or misdemeanor contrary to the requirement of § 26-26(15);

(3) It reasonably appears the granting of a license will create a hazard to the public health, safety, morals or general welfare;

(4) Upon investigation, the applicant or a partner of the applicant or officer or substantial stockholder of a corporation is a person who habitually associates with known criminals;

(5) It appears that the contemplated operation will be a nuisance to the surrounding owners of the occupied land; or

(6) The junk yard or automobile wrecking yard is or will be in violation of any provision of this chapter.

(B) No license shall be issued for any junk yard or automobile wrecking yard until such yard is fully complete and a certificate of such completion and of compliance with this chapter has been furnished by the Building Official.

(C) The annual license fee shall be in the amount established by the annual appropriations ordinance. After the approval of the City Council and upon the payment of the said fee, the City Clerk shall be authorized to issue a license for the operation of a junk yard or an automobile wrecking yard.

26-28. EXPIRATION; RENEWAL; TRANSFER.

(A) All licenses issued under this article shall ~~expire one year from the date of issuance and shall be renewable upon application to the City Council~~be for the period of 1 year from the date of issuance. Every licensee in good standing desiring to renew his, her, or its license under this article shall submit a "License Renewal" form, as prepared and furnished by the City Clerk, to the City Clerk's office. A nonrefundable renewal fee shall be paid to the City Clerk's office, such fee to be established by the annual appropriations ordinance to cover the costs to the city of investigating and processing renewal requests. The renewal form shall contain any and all changes and updates to the information in the licensee's original application and shall be signed and sworn to by the applicant. The Police Department, Fire Department, Building Official, and City Planner shall advise the City Clerk of any history of violations and any outstanding operational concerns. The City Clerk may conduct any additional investigations deemed necessary or prudent for the renewal process. Renewal shall be recommended by the City Manager upon the recommendation of the City Clerk for 1-year renewal periods unless the City Clerk shall discover a lack of suitable character, pending or significant violations, or a basis for denying an initial application under this article. The City Council shall make the final determination regarding each 1-year renewal recommended by the City Manager. Renewal forms must be submitted to the City Clerk's office at least 60 days prior to the expiration of the license.

(B) Licenses shall be nontransferable and good only for one site. In the event of a sale or transfer of a junk yard or automobile wrecking yard, the new owner shall apply for and be granted a license before entering into the operation of said business.

26-29. LICENSE - REFUSAL, SUSPENSION, REVOCATION, OR NONRENEWAL.

A license requested under this article, or any 1-year renewal, may be denied by the City Clerk for failure to meet the minimum requirements set forth in this article. Any license issued under the provisions of this article may be suspended or revoked by the City Council for cause. The term ***CAUSE***, as used in this article, shall include the doing or omitting of any act or permitting any condition to exist on the premises for which a license is issued, which act, omission, or condition is contrary to the health, safety, and welfare of the public, is unlawful, irregular, or fraudulent in nature, is unauthorized or beyond the scope of the license issued, or is forbidden by this article or any applicable law. ***CAUSE*** shall include but not be limited to:

(A) Fraud or material misrepresentation in the application for license or renewal paperwork;

(B) Fraud or material misrepresentation in the operation of the licensed business;

(C) Any material violation of this article or of the regulations authorized herein;

(D) Any violation of federal or state law or local ordinance which creates a risk to the health, safety, or welfare of the public or to the community or brings into question whether the licensee is of suitable character to operate the business;

(E) Conducting the business in an unlawful manner or in such a manner as to constitute a maintenance of a nuisance upon or in connection with the licensed premises. For purposes of this article, ***NUISANCE*** shall be given the normal and customary meaning and shall include but not be limited to the following:

(1) Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire, or other applicable regulatory codes;

(2) A pattern or practice of patron conduct which is in violation of the law and/or interferes with the health, safety, and welfare of the properties in the area; or

(3) Failure to maintain the grounds and exterior of the licensed premises, including permitting litter, debris, or refuse to exist on the premises outside of proper repositories or to blow or be deposited upon adjoining properties;

(F) Failure by the licensee to permit the inspection of the licensed premises by the city's agents or employees in connection with the enforcement of this article;

(G) Failure of the licensee to timely pay personal property taxes, other city obligations, and real property taxes arising from the licensee's use and occupancy of the property. A licensee who does not own the real property is not responsible for the payment of the real property taxes unless a lease or contract requires such payment;

(H) Any conviction of any person or principal licensed under this article of any crime, such as receiving stolen property, acting as a fence, or in any manner violating the criminal law of the State of Michigan in the handling, transfer, or storage of junk or used auto parts, shall be likewise grounds for suspension or revocation of the license.

26-30. PROCEDURE FOR REVOCATION OR SUSPENSION.

(A) Before any action is taken concerning revocation or suspension of a license, the City Clerk shall serve the licensee by first class mail, mailed at least ten days prior to a hearing with notice of hearing before the City Council, which notice shall contain the following:

(1) Date, time, and place of the hearing;

(2) Notice of the proposed action;

(3) Reasons for the proposed action;

(4) Names of witnesses known at the time who will testify;

(5) A statement that the licensee may be represented by legal counsel, present evidence and testimony, and confront and cross-examine adverse witnesses;

(6) A statement requiring the licensee to notify the Sterling Heights City Attorney's office at least three days prior to the hearing date if he, she, or it intends to contest the proposed action and to provide the names of witnesses known at that time who will testify on his, her, or its behalf.

(B) Upon completion of the hearing, the City Council shall authorize the City Clerk to send to the licensee a written statement of its findings and determination within 30 days.

(C) During the procedure for revocation or suspension, the licensee will be permitted to continue to operate until such time as the statement of findings and determination is served upon the licensee by mail or otherwise, unless continued operation is deemed by the Fire Chief to be an immediate and substantial risk to the licensee and/or the public.

26-31. LICENSE REFUSAL; HEARING.

(A) Any applicant whose initial request for a license is refused by the City Clerk shall have a right to a hearing before the City Council, provided a written request therefor is filed with the City Manager within ten days following such refusal. The City Council shall have the right to affirm and sustain, for cause as defined above, any refusal to issue a license, or the City Council may grant any license, with or without conditions deemed appropriate by the City Council.

(B) In addition to the information required in this article, an applicant whose application for, or renewal of, a license under this article was denied by the City Clerk should be prepared to submit and discuss any additional information required by the City Council for the appeal hearing.

26-~~29~~32. ~~REVOCATION~~APPEAL.

~~(A) If complaint is made to the City Council by any officer, agent or servant or appointed official of the city or citizen that the licensee has violated any of the provisions of this chapter which are grounds for revocation of the license, laws of the State of Michigan or for other just cause, the City Council shall cause such complaint to be taken under oath of the complainant and reduced to writing and shall issue its order directed to the licensee, together with a written copy of the complaint made, to appear before the City Council at a public meeting on a date not less than seven days from the date of mailing the order and show cause, if any, why his or her license should not be revoked in accordance with the terms of this chapter. The City Council shall have the power to take testimony and adjourn the hearing from time to time as the ends of justice may require and, in the event it shall find, after duly considering all of the evidence given on behalf of~~

~~the licensee or his or her legal representative, that there is a just reason to believe that the licensee has violated the terms of this chapter, the Council shall enter an order upon the official record of the city revoking the license, either permanently or for such time as the Council shall, in its discretion, deem just.~~ Any licensee ~~having his or her~~ whose license is suspended or revoked, or whose renewal or license denial has been upheld by the City Council, may appeal to the Circuit Court, but all findings of fact made by the City Council shall be final.

~~(B) Any conviction of any person licensed under this article of any crime, such as receiving stolen property, acting as a fence or in any manner violating the criminal law of the State of Michigan in the handling, transfer or storage of junk or used auto parts, shall be likewise grounds for revocation of the license.~~

SECTION 2. All other provisions of the Code of Ordinances not specifically amended shall remain in full force and effect.

SECTION 3. 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 that updates Chapter 26 of the City Code governing junk yards and automobile wrecking yards. 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.

Delivered FEB 11, 2016

Business of the City Council
Sterling Heights, Michigan

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

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
Special Meeting of January 26, 2016
Regular Meeting of February 2, 2016

B. Approval of Bills

C. To award a bid for Clinton River Corridor Tree Removal based on unit prices bid (Estimated project expenditure of $300,000.00).

D. To award a bid for DSX Access System Upgrades at City facilities (Total expenditure of $43,409.30).

E. To award a bid for a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane (Total expense of $136,846).

Delivered February 11, 2016
Agenda Item 2-A
Meeting: 02/16/16

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF SPECIAL MEETING OF CITY COUNCIL

TUESDAY, JANUARY 26, 2016

IN CITY HALL

Mayor Michael C. Taylor called the meeting to order at 7:00 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

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

Yes: All. The motion carried.

Mayor Taylor called on City Clerk Mark Carufel to make a special presentation honoring an employee who has been with the City for almost 50 years.

Mr. Carufel made a presentation to recognize Recording Secretary Madeline Ranella, who is retiring at the conclusion of tonight's meeting, and presented her with an award for her 48 years of service to the residents, Mayor, City Council and the City Administration.

STRATEGIC PLANNING PRESENTATION

I. Visioning 2030

A. The Vision becomes reality…

1. A Smash…the Success of the Sterling Heights Farmers Market
2. A Splash…Clinton River Rehabilitation
3. Dressing Up…Richard J. Notte City Center Improvements

Mr. Vanderpool announced Sterling Heights will soon be celebrating its 50th Anniversary as a City. He stated the City must focus and continue to invest in our infrastructure and most importantly in quality of life services. Sterling Heights refuses to accept the fate of cities natural potential decline and has been working on the Vision 2030 Plan to set the course for success and investing in our future. He pointed out as in past years, there are a number of presentations planned and a number of individuals that will be making those presentations. At the end of the presentations, there will be time to address questions, feedback and concerns from audience members and the City Council. Mr. Vanderpool introduced Tammy Turgeon, Library Director, to provide a brief review of the process.

Ms. Turgeon pointed out how Sterling Heights Vision 2030 was created and addressed the strengths, weaknesses, opportunities and threats. She discussed the 2030 Visioning Process as well. Ms. Turgeon read the Mission Statement and Guiding Principles and the

2015 Movement Forward, which included the implementation of a new logo, new website, maintenance of public safety personnel, the increased focus on Aesthetics with Major Road Improvements, Successful Farmers Market, City Center Complex Improvements and Clinton River Grant. Ms. Turgeon pointed out the next steps are to update the Master Plan and Parks and Recreation Plan.

Mr. Vanderpool introduced Mr. Kyle Langlois, Parks and Recreation Director, to recap the highly successful 2015 Farmers Market.

Mr. Langlois stated one word comes to mind when discussing the success of the Farmers Market: WOW. He demonstrated this WOW factor by numbers: 2 is the number of television stations that provided live broadcasting, 9 is the number of city departments directly involved in the delivery of this service, 27 is the average number of vendors each week, 22% above our initial predictions, 63 in the percentage of vendor's revenue that also exceeded our projection, and 40,000 is the estimated number of residents and visitors that walked through the market. A video presentation of the first Farmers Market was shown at this time. Mr. Langlois pointed out some changes for the 2016 Farmers Market: A reduction of 4 weeks, the addition of Craft Wines and the instituting of Project Fresh. He stated they plan to expand Music in the Park through August, increase the number of special events going on at the market and they will be looking at a permanent structure for the Farmers Market.

Mr. Vanderpool thanked Mr. Langlois and his team for the phenomenal job they did in putting together the Farmers Market.

Mr. Vanderpool announced one of the largest multi-million dollar grants in the City's history to improve the Clinton River and introduced Mr. Jason Castor, City Development Manager, to explain.

Mr. Castor explained the Clinton River Habitat Restoration Project, the EPA Grant Highlights and the improvements planned for the Clinton River Corridor. He showed renderings of the Pedestrian Bridge over the Clinton River, the Canoe Landing at Dodge Park Bridge, the MDEQ Costal Zone Management - Grant and the proposed Rain Garden. He stated the Clinton River has been under utilized for years and Sterling Heights is taking steps to address these issues.

Mr. Vanderpool highlighted one of the most unique things about this grant is that the EPA turned over the entire grant Administration to the City of Sterling Heights. They were very satisfied with our internal team.

Mr. Vanderpool introduced Mr. Brent Bashaw, City Engineer, to discuss the improvements to the Richard J. Notte City Center.

Mr. Bashaw pointed out the improvements to the West City Center were completed in 2015 and included pavement repairs, Police Department retaining wall replacement, drainage improvements including Handicapped Accessibility improvements, Landscaping improvements and aesthetic features. He discussed the East City Center improvements to be completed in 2016, which include Pavement Replacement, Geometric improvements, Plaza creation along the Library and Police Department frontage, Secured Police Department parking area via gate installation, Landscaping improvements and Aesthetic features.

Mr. Vanderpool pointed out Dodge Park Road will be torn out at the same time as all the improvements to the East City Center. He stated 3,000 letters were sent out to the homes that would be affected by the Dodge Park Road improvements.

B. Increasing the love for home…Place Making

1. Art for Everyone…A New Initiative
2. Creating Fun…A revival of the City Parks…Taking Fun to a New Level
3. Reimagining Lakeside
4. A New Place to Do Business…An Industrial Corridor for the Future
5. Honoring the Past…50th Anniversary Celebration

Mr. Vanderpool stated the next phase of the 2030 Plan is entitled, "Increasing the love for home" place making. He introduced Ms. Bridget Doyle, Community Relations Director, to discuss some of the exciting projects to create a better sense of place.

Ms. Doyle presented a concept the Community Relations Department is working on to enhance public art offerings and plan for the future. She recognized Arts Commission Chairperson Jeanne Schabath, Mr. Frank DiMaria and his wife and Grace Finazzo in the audience to support this initiative. She began by defining public art and showed some of the famous pieces from around the world. Ms. Doyle showed the existing public art in Sterling Heights and pointed out Van Dyke will be home to four, 40-foot LED light mile markers at 15, 16, 17 and 18 Mile Roads. She stated they want the City to be known for its art outreach, to get our public art featured on the MI Art Tours App, to create a library of our public art, to engage the community and support interactive events and campaigns

to make the City transparent, inclusive and welcoming as a resource for artists and art appreciators around the region. Ms. Doyle discussed the conceptual Clinton River Sculpture Walk and funding options. Looking ahead, the next steps are: Winter 2016 to discuss the plan with the Arts Commission and devise an outline for Sterling Heights Public Art Program; Spring 2016 to meet with the Visioning 2030 Committee and other key city staff to take input on outlined program; Summer 2016 to take input from the community via website, social media; and Fall 2016 to take the plan to City Council for final review and approval. A video was shown at this time from the City of Galgary Alberta, Canada as an example of what we can provide to our residents and visitors.

Mr. Vanderpool explained the City is working on the Master Plan with Wade Trim and introduced Mr. Nick Lomako.

Mr. Lomako provided an overview of where the City needs to focus additional resources in regard to Parks and Recreation. His goal is to provide the City with information and direction. Mr. Lomako pointed out the importance of parks in relation to a person's health and disposition. He pointed out areas where the City is falling below the quality index of what we might be demanded to have in our recreation facilities. He stated the City will need to focus on outdoor activities, program related activities and address the growth in health and fitness clubs. Mr. Lomako stated the City has to continue to invest in neighborhood parks if we are going to remain a quality place and attract new residents.

Mr. Vanderpool introduced Mr. Kyle Langlois to unveil a major initiative.

Mr. Langlois stated he would be presenting a concept that would be an important piece to obtaining long term sustainability for Sterling Heights. He pointed out people, parks

and programs make a community. Sterling Heights is comprised of three solid groups of people: residents, businesses and corporations and employees.

Mr. Langlois stated the conceptual plan he is proposing will be comprised of a multi-faceted Community Center and he gave a detailed explanation of the uses. He introduced the amenities they are proposing for Dodge Park and the Senior Center: 1. Skate Park, 2. Splash Park, 3. Bocce Ball Enclosure, 4. Farmers Market Shelter with Ice Rink, 5. Dog Park in Magnolia Park, 6. Non-motorized path to connect Delia Park to the Nature Preserve and 7. Mini-turf soccer field. Mr. Langlois concluded that the time to further create and strengthen our community is now.

Mr. Vanderpool stated their goal is to bring this exciting initiative to life beginning this year, and unless City Council directs them differently, they will proceed over the ensuing months to better define the scope of work as mentioned by Mr. Langlois, fine tune the cost estimates and develop the required funding plan. He stated the City Administration welcomes feedback from the community and council.

Mr. Vanderpool introduced Mr. Luke Bonner, Economic Development Advisor and Ms. Denice Gerstenberg, City Development Director, to present an overview of new strategies to further enhance the City's economic vitality.

Mr. Luke Bonner, Economic Development Consultant, began by congratulating the City team that put the presentation together this evening. He pointed out their focus is reinvesting in our core economic development assets that have made this community such a strong and viable place in which to work. Mr. Bonner discussed the Lakeside Sustainability Assessment Study, which showed a lack of investment, drop in sales,

growing sustainability issues of an enclosed shopping center, future of the anchors, increased competition and the change in customer preferences. He stated Lakeside Mall is a 1.5 million square foot shopping center with four major anchors. It has gone through multiple ownerships and is now facing major competition. He stated they worked with Wade Trim to visualize concepts of what the mall could be. The first concept keeps the mall intact and develops the perimeter of the mall. The next concept keeps the anchor stores in place and flips the mall inside out, placing more retail and a mixture of uses on the perimeter of the mall property. He stated changes to Lakeside will be over time and they will have regular meetings with mall management and will work with state legislation to support malls.

Mr. Bonner discussed the City's Industrial Assets and pointed out the LDFA/Smartzone District was created in 2008 to encourage local development, prevent unemployment and promote economic growth. He discussed the vacancy rates and the need to expand the tax base. He stated it is necessary to focus on making our industrial corridor attractive to new companies coming into the community and continue to assist our companies that call Sterling Heights home. He introduced Ms. Denice Gerstenberg at this time.

Ms. Denice Gerstenberg discussed the creation of the industrial corridor in the future by looking at our infrastructure, traffic patterns, aesthetics and high quality broadband. She showed a rendering of what Sterling Enterprise Park, formerly Sunnybrook Golf Course, would look like. Ms. Gerstenberg discussed the timetable and introduced Mr. Bonner to review the funding sources.

Mr. Luke Bonner discussed the funding sources. He stated they are in the process of amending the LDFA Development Plan and Tax Increment Finance Plan. He pointed out the first step is taking the plan to the board for consideration in February of 2016, bringing back the plan to the City Council for a two-step process in March and hopefully back in May for final adoption by City council. He reminded everyone these projects are only funded through the LDFA.

Mr. Vanderpool stated in two years the City of Sterling Heights will be celebrating its 50th Anniversary and he introduced Ms. Bridget Doyle, Community Relations Director, to provide the details.

Ms. Doyle explained how Sterling Township became the City of Sterling Heights in July of 1968. She stated a committee will be formed, chaired by herself and Tammy Turgeon, Library Director, and they would invite Community Relations, the Mayor and City Council, Administration and Key Staff, Members of the Historical Commission, Chairpersons of the Arts Commission, Ethnic Community Committee, Beautification Commission and Library Board, as well as designated members of the community. A kickoff meeting is scheduled for September of 2016. Ms. Doyle explained there would be a year of celebrations, starting with a kick-off reception on January 2, 2018. She also explained there would be apparel and merchandise for sale and the Sterling Heights Public Library and Historical Commission are working together to author and publish a book about the City's history, Sterling Heights Television will be creating a video series to use for SHTV, social media and played at City Council meetings. Ms. Doyle stated the big event would be held on Sunday, July 1, 2018 in Dodge Park with a concert series,

guest speakers, honoring of past City officials, a petting zoo and bounce house, public art element as well as cake and ice cream. In addition, the City will build a time capsule with the help of the Historical Commission and residents are invited to submit their ideas. The time capsule will be on display at the 50th Anniversary celebration and then buried at the end of the event by the Mayor.

II. Sign Ordinance

Mr. Vanderpool introduced Mr. Chris McLeod, City Planner and Mr. Don DeNault, City Attorney, to discuss signage and the Supreme Court ruling's impact on the City.

Mr. Don DeNault discussed the impact and importance of signage on the community. He stated the Supreme Court made a decision on June 18 2015, in the Read v. Town of Gilbert, Arizona case, which stated the Town of Gilbert sign code provisions violate the First Amendment - not content neutral and no compelling governmental interest in regulating different content differently. The U.S. Supreme Court voted 9-0 on the overall conclusion. He stated the general rule is if you need to read the message on a sign to determine how that sign is regulated, the ordinance is content based and will require the strongest governmental interest, and narrow application, to survive constitutional review. Possible "function-based" exceptions: regulations that do not address the actual message, but still require reading the sign. He turned the discussion over to Chris McLeod.

Mr. McLeod stated in regard to the City of Sterling Heights Sign Ordinance, there will be no proliferation of signs throughout the City. The City can still regulate signs; it's just a matter of how they are regulated. Commercial/Industrial signage will likely not be impacted significantly. Temporary signage will likely undergo the most significant

revision. Mr. McLeod pointed out revisions must occur to the current City of Sterling Heights Sign Ordinance. Revisions should focus on location, appearance, number, size, etc., not necessarily what the sign says or the message it conveys. The City's progress in terms of sign quality and sign materials will not be lost; in fact this may be an opportunity to further the progress. Signage will still not be permitted in the road right of way. Online registration for temporary signage will likely be proposed. Mr. McLeod discussed Content-Neutral Criteria and the types of regulations that would still be permissible provided they are justified by a reasonable public purpose, such as reasons relating to the public health, safety and welfare. There would be additional considerations in regard to design requirements and electronic message board requirements. He stated the next steps will include a draft of new regulations to address the issues raised in the Reed case as well as other desired amendments. The draft text provisions will follow the normal Zoning Ordinance amendment process which includes a review and public hearing at the Planning Commission prior to consideration by City Council. During the development of the Zoning Ordinance amendments, the process for administering sign reviews/approvals will also need to be reviewed - including the potential for a registration process for temporary signs.

Mr. Vanderpool indicated this was the end of the presentations. He thanked all the presenters for their hard work on the presentations and looks forward to feedback on the 2030 Vision Plan.

CITIZEN COMMENT ON STRATEGIC PLANNING PRESENTATIONS

Mayor Taylor opened the discussion to citizen participation.

Mr. Michael Lombardini congratulated everyone on the excellent presentations. He spoke in favor of the Farmers Market along with Music in the Park. He stated he has been a fan of public art and suggested putting some across the street between the Senior Center and the auditorium area. He also stated in regard to placing art along the trail on Clinton River, there is a very unique flood plain there and he hopes they take that into consideration. In regard to the Skate Park, Mr. Lombardini is very much in favor of that.

Mrs. Claudia Fromm suggested a digital clock on the walking track and possibly in the new senior center. She also discussed the possibility of swings for children with special needs. Mrs. Fromm is in favor of a Splash Pad/Splash Park in the City to attract young families. She wants the City to continue to be progressive.

Ms. Jazmine Early questioned an area left out of the master plan and inquired the use for the vacant Fillmore School. She also questioned the new development for Maple Lane Golf Course and inquired whether they would be giving any land to the City. She stated the people that live on the south side of the City need something in this area.

Mrs. Loreen Morris discussed the need for more activities for young families and the need for a splash park. She also spoke in favor of the new recreation center.

Mr. Nofar discussed the sign ordinance and his building on Van Dyke. He discussed the new LED message board he purchased and stated he can only use 30% of his signs capacity because of the Sign Ordinance. He hopes the City would address the LED signs.

Mr. Jeffrey Norgrove thanked the members of the City Administration for their presentations and was glad to see more people in the audience. He supports Parks and Recreation and hopes that things go forward with the new community center. Mr. Norgrove made some suggestions for the 50th anniversary celebration.

Mrs. Sanaa Elias liked the presentations. She also spoke in favor of a new community center and the splash park. She inquired whether all the ideas are firm and moving forward, who comprises the 2030 committee and who is eligible to participate.

Mrs. Kayla Kardelo spoke in support of the splash park in Dodge Park.

MAYOR AND CITY COUNCIL COMMENT ON STRATEGIC PLANNING PRESENTATIONS

Councilwoman Ziarko stated it is important to look at where the City is going in the future. She also discussed the need for a new community center. Councilwoman Ziarko likes the idea of a longer concert season and stated there are opportunities there. She inquired whether there was a benefactor that was picking up the tab for one of the concerts this summer and Mr. Langlois indicated it was St. Blasé Church.

Councilwoman Ziarko questioned the Clinton River cleanup and how that would impact the tree removal and the echo cycle.

Mr. Castor replied the trees will be removed in some sections, but not in the wetland area. They will be moved and used for habitat.

Councilwoman Ziarko questioned the grant administration and whether Sterling Heights would be the administrator to the City of Utica also.

Mr. Castor replied the funding would be shared between the two communities. They are doing assessments now and our contractor will be doing the work.

Councilwoman Ziarko discussed the security gates and stated they will help to keep our officers safe.

Councilwoman Ziarko stated the new community center would be for everyone to use. She likes the concepts for Lakeside Mall and is grateful for the plan.

Councilwoman Ziarko stated in regard to economic development, the residents want to see new restaurants and stores and this is something we need to address.

Councilwoman Ziarko stated in regard to the sign ordinance, she would like to see a hard copy of what Mr. DeNault presented so the City Council could further study it.

Councilman Skrzyniarz thanked all the department heads for their great presentations. He liked the numbers on the Farmers Market and stated it is a perfect example of how important it is to hear from the residents and then the City Council has to make a decision on what is best for the majority of the City. Councilman Skrzyniarz appreciates the plans for bringing in younger families and stated the City needs to balance our quality of life things.

Councilman Skrzyniarz discussed Futsal, or indoor hard-surface soccer, and stated it would be a good thing to look at. He encouraged the City administration to talk to Total Sports and see if there could be an opportunity for a public/private partnership with the City to help offset some of our costs.

He suggested the placement of another dog park on the east side of the City.

Councilman Shannon commended all the presenters for their great presentations. He stated he wants to attract and retain residents and increase the quality of life. He is very proud of the success of the Farmers Market and thanks all the departments that were involved. Councilman Shannon looks forward to bigger and better things in the years to come. With regard to the Senior Center, he agrees it needs to be improved and he is very interested to see what happens with it this summer. Councilman Shannon is very excited to see what is happening with the Clinton River improvements and stated that is an asset that is under-utilized. He thanked Mr. Bonner for his continued work with Lakeside Mall and stated it would be a negative impact on the City if we are not able to reinvent it. Councilman Shannon is 100% in favor of the Community Center and all the other related amenities discussed by Mr. Langlois.

Councilwoman Schmidt questioned the bocce ball courts and whether only the seniors would be allowed to use them since they are at the senior center.

Mr. Langlois stated the bocce ball courts were not constructed with the CDBG funds and this enclosure will not be built with those funds, so it will be open to the public.

Councilwoman Schmidt stated this meeting is to strategize a plan for the future of the City and what has been presented this evening brings a lot of buzz and synergy to Sterling Heights. We are trying to reach the younger families and having a dedicated gym would bring in a lot of new activities. She believes this plan is not set in stone and the City still has to figure out how we will pay for it. A lot of it will be up to the residents of the City.

Councilwoman Schmidt questioned whether the owners of Lakeside Mall would be paying for the changes to the Mall.

Mr. Bonner indicated that is correct, it will not be the City.

Councilwoman Schmidt stated in regard to economic development, we have done a great job with manufacturing, but she would like to see more focus on commercial properties and restaurants.

As far as the City Center, Councilwoman Schmidt questioned when the City signs would start working.

Mr. Vanderpool stated they are still studying the electronic signage, but they may go back to more traditional signage because of the costs. It is on their agenda and a recommendation will be presented to the City Council in the near future.

Councilwoman Schmidt is concerned with the security gates and questioned the provision for drop-offs of book donations.

Mr. Bashaw responded that they need to discuss this further. They need to create a secure area and they looked at a security gate on the north side and on the east side there will be restricted access.

Councilwoman Schmidt likes the art along the Clinton River, but is also concerned with the flooding issue. She thanked everyone who made presentations this evening and looks forward to the future of the City.

Councilwoman Koski stated that Vision 2030 is all the things they have talked about over the years and it will probably take us 15 years to accomplish all of the things in the book. She stated in regard to the nature preserve, she wants to keep it the way it is.

Councilwoman Koski likes the concept of the shelter for the Farmers Market, the ice rink and the splash pad.

In regard to the grant for the Clinton River, Councilwoman Koski stated the City has the ability to manage it and she is looking forward to what is going to happen there.

Councilwoman Koski stated in regard to the City Center, we still have the traffic circle there and she was wishing that it was not going to be there.

Councilwoman Koski likes the idea of the art along Dodge Park and questioned whether the Art Committee would be doing the planning and purchasing of the art there.

Councilwoman Koski stated in regard to the Magnolia Park dog park, she assumes it would be self supporting.

In regard to economic development, Councilwoman Koski asked Mr. Bonner to elaborate on the Sterling Enterprise Park project.

Mr. Bonner stated they are looking to the new revenue generated by the Sterling Enterprise Park project with the LDFA as a way to finance a lot of the improvements mentioned by Ms. Gerstenberg. He pointed out there is no plan to fund any of this out of the general fund.

Councilman Romano stated Clinton River is something the City should be very proud of and he is in total support of any improvements there.

Councilman Romano likes the idea of the splash park, the cover over the Farmers Market and the art work.

Councilman Romano would like to see Dodge Park updated to make the park better for people that use it.

In regard to Lakeside Mall, Councilman Romano would like to see the mall updated. Councilman Romano stated attracting younger people is good, but what about the older people that want public safety, lower taxes and good streets. He pointed out there is no more property in Sterling Heights to build on. The same is true for commercial buildings; there is nothing left in Sterling Heights as we have reached our capacity. Councilman Romano questioned where all the money is coming from for all these goodies and questioned whether people really want another tax increase. He stated he is not in favor of another tax raise. He believes some of these things could be done in smaller steps without spending a ton of money.

Mayor Taylor thanked all the directors, managers and city employees who participated in the strategic planning this evening. He thanked Mr. Vanderpool and the city employees for providing a great vision for the City Council tonight. He stated in regard to the 50th anniversary coming up, these are the sorts of improvements that will leave a legacy for everyone of the residents that live here now and those that are moving in. He stated he represents a younger group and what these improvements would cost is far less than a family would spend going for a day outside of the City. He stated this a good investment and benefits everyone. It is a new direction the City will be going in and provides an opportunity for people of all ages. Mayor Taylor can't wait to see how everything unfolds over the next few months and the year ahead.

Mayor Taylor stated in regard to the sign ordinance, he wants to see electronic signs updated and wants to see those changes made when the sign ordinance comes back before the Council in the next few months.

COMMUNICATIONS FROM CITIZENS

There were no communications from citizens at this time.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 10:07 p.m.

_____

MARK CARUFEL, City Clerk

Delivered February 11, 2016
Agenda Item 2-A
Meeting: 02/16/16

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, FEBRUARY 2, 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 D. Vanderpool, City Manager; Jeffrey Bahorski, City Attorney; Mark Carufel, City Clerk; Susan Pitrone, Recording Secretary.

APPROVAL OF AGENDA

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

Yes: All. The motion carried.

REPORT FROM CITY MANAGER

Mr. Vanderpool reported that the City of Sterling Heights is excited to announce the 2016 Dodge Park Road Improvement Project. The City of Sterling Heights has secured over $6.3 million in Federal funds to enable almost two miles of road

construction of Dodge Park Road. The City of Sterling Heights will be holding a Community Information Meeting tomorrow, February 3, from 6:30 p.m. to 8:00 p.m. in the City Council Chambers. A presentation providing an overview of the project was presented by Mr. Brent Bashaw, City Engineer. Mr. Bashaw stated that a 1.7 mile stretch of Dodge Park Road from Metropolitan Parkway to Utica Road will be reconstructed. In 2013, federal dollars were secured to enable this project. The $8,000,000 project will take place in 2016 and will be 80% financed with federal funds. Existing pavement will be entirely removed and replaced with new pavement, a dedicated turn lane, a northbound and southbound lane, deceleration lanes will be provided, the entire road will be curbed and existing ditches will be enclosed. In addition to road improvement, non-motorized improvements will also be made, including a ten foot concrete path on the east side of Dodge Park Road from Metropolitan Parkway to 17 Mile Road, and crossover to the west side of the road, from 17 Mile Road continuing to Utica Road. New landscaping will be installed with stamped and colored crosswalks at major road intersections. The project will be broken up to two stages so the entire 1.7 mile parkway will not be under construction at any one time. Stage 1 is Metropolitan Parkway to 17 Mile Road. Stage 2 will begin once Stage 1 has been completed, from 18 Mile Road to Utica Road. Stage 1 will begin mid to late March and continue through the end of July. Stage 2 will commence early August with an estimated completion date of mid-November. All landscaping for Stages 1 and 2 will be completed in October of 2016. In preparation, the City of Sterling Heights Police and Fire Departments, along with Utica

Community Schools, have been involved in this project from the onset, anticipating minimal impact. These projects coordinate with the City Center improvements, which will begin in the spring. In addition, the Community Relations Department has been involved to insure important events will continue in 2016. Regular construction updates will be posted on the City of Sterling Height's website under the engineering section. Future mailings and communication will be made to all property owners of parcels confronting the project. The Office of Engineering can be reached at (586) 446-2720 and is available to answer any questions.

Mr. Vanderpool stated that the improvements will vastly change the look of the Dodge Park corridor leading to the gateway at the City's Center Campus. Mr. Vanderpool reported that the City of Sterling Heights will continue to steadily progress making infrastructure improvements.

Mr. Vanderpool stated that City offices will be closed on Monday, February 15 for Presidents' Day, including all facilities. The closure will not affect the City's refuse schedule; trash will be collected on the normal collection day.

Mr. Vanderpool reported that the Friends Used Bookstore will be closed for remodeling from Thursday, February 11 to Monday, February 15. The bookstore will reopen on Tuesday, February 16 with more shelving and an innovative layout of the center. Residents are invited to visit the updated bookstore on February 16 for cookies and special sales. The Friends have a treasure trove of books, audiobooks, DVDs, music CDs, records, and more, available for purchase.

Mr. Vanderpool provided a development update on a gas station improvement that will be going on at the corner of Schoenherr Road and M59. The improvement will incorporate the City's new architectural feature when gas stations are improved. A second update is a development on Van Dyke, south of Metropolitan Parkway. A vacant fuel site, is being redeveloped into a commercial center consistent with its existing zoning classification. This location will also incorporate the City's new architecture features, and will open sometime this year. In addition, land south of this property, is expected to be developed as well.

Mr. Vanderpool presented a video presentation highlighting one of our successful businesses in the City, Serapid. This company engineers, designs, and builds systems that move generally very heavy loads. The company finds innovative solutions for customers and continues to grow every year,

Mr. Vanderpool stated he was very proud to have Serapid in Sterling Heights.

Mr. Vanderpool stated that a water drive is being conducted for Flint. He welcomed everyone to bring cases of water to City facilities this week. The donated water will be delivered to Flint next week. Residents can visit the City's website for more information.

Mr. Vanderpool addressed the Flint water crisis. He reported that the City of Sterling Heights does not have lead based service leads going into homes. Approximately 99% are either copper or iron based. Regular testing is done, taking random samples of our water system throughout the year in addition to, every three years, extensive testing is done for lead as well. So far, lead has not been found in our system. A

report is done and mailed to all residents in June of each year, showing what testing is done along with the results. Feel free to call the City Manager's office with any questions.

Mr. Vanderpool stated that the municipal funding system in Michigan is broken and is getting worse every year. Since 2000, the state has reduced revenue sharing payments to cities across the state by $5 billion dollars. A few years ago, the state eliminated the personal property tax, a local tax revenue source for cities across the state paid by businesses. A reimbursement plan was developed by the state. It remains to be seen if the state will honor the replacement by 100%. Cities had to implement local millages to save public safety jobs and invest in infrastructures. State legislatures have now made it difficult to pass those millages, imposing a 60 day gag order in which local officials cannot share important information about such proposals prior to elections. This legislation could cause a reduction in bond rating for communities across the state, including school districts. This is an example how the system is broken in Michigan and getting worse. Property values are going up, revenue to cities is only increasing this year by .3 percent, less than a half-percent. Until the broken financial structure funding communities is fixed; there will be more systematic failures in cities across the state like Flint. He stated we need to work in collaboration with state legislators to fix the broken system. Mr. Vanderpool encouraged residents to reach out to state legislators, asking them to stop attacking local revenues and start fund the communities across the state.

Mr. Vanderpool was pleased to report that the Sterling Heights Fire Department was rated among the best in the state by the insurance services organization. Fire departments are rated 1-10 by ISO, with 1 being the best. ISO rates fire departments across the country. The City of Sterling Heights has raised their rating from 4 to a 2, joining only two other communities in the state, Grand Rapids and Kalamazoo. There are no communities in Michigan with an ISO rating of 1. Some of the factors used in evaluating the rating included: dispatching services, water flow pressures, and manpower station locations. The City of Sterling Heights' Fire Department is proud being among the premier and exemplary Fire Departments across the state. Only 3 Fire Departments have an ISO rating of 2. He stated this is a tribute to City Council's commitment to public safety, and illustration of strong leadership in the Fire Department recognizing Chief Martin for doing an excellent job, along with the men and women in the Fire Department who have worked very hard to achieve this distinction. Mr. Vanderpool thanked City Council for their commitment to the Fire Department which has received this very deserving rating, among the best in the state. Mayor Taylor thanked Mr. Vanderpool and congratulated the Fire Department on their achievement.

1. ORDINANCE ADOPTION

Moved by Romano, seconded Ziarko**, 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. 444

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. 444, §1, 2-2-16)

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. 444, §2, 2-2-16)

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. 444, §3, 2-2-16)

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 regular meeting of the City Council of the City of Sterling Heights on the 19th day of January, 2016, and was duly adopted at a regular meeting of the City Council of the City of Sterling Heights on the 2nd day of February, 2016.

_____
MICHAEL C. TAYLOR, Mayor

_____
MARK CARUFEL, City Clerk

INTRODUCED: January 19, 2016
ADOPTED: February 2, 2016
PUBLISHED: February 10, 2016
EFFECTIVE: February 10, 2016

Councilman Romano stated we have done a lot of promotions and new positions and administration formulated this plan to let everyone know what positions we have and their job duties.

Motion carries. 7/0

2. CONSENT AGENDA

Mr. Michael Lombardini spoke regarding Consent Item 2G about the publication of a book entitled *Modern Images of America Series: Sterling Heights*. He stated the Historical Commission is working with the Library putting together and publishing this new book. The first book was called *Sterling Township 1875-1968* and is available at the Sterling Heights Library. The new book will be focusing on the history of the City following the passage of a charter in 1968. Residents have the opportunity to assist the City with content to use for this project, i.e. pictures of life in Sterling Heights starting in 1968, historical buildings, shops, intersections, general photos, etc. In addition to the City receiving a royalty on each copy sold, there is no cost to the City for making of the book. He encouraged residents to contact Tammy or Debby at the Library for further information.

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

A. To approve the minutes of the Regular Meeting of January 19, 2016, as presented.

B. To approve payment of the bills as presented: General Fund - $552,906.48, Water & Sewer Fund - $65,008.10, Other Funds - $1,354,689.87, Total Checks - $1,972,604.45.

C. **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 2016/2017 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:

2016/2017 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
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 & Ground 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

D. **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.

E. **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

C. 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, Roseville, MI 48066

N. Mulch	$17.95 per cubic yard

TO: Brink Wood Supply, Inc., 16720 13 Mile Road, Roseville, MI 48066

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

F. **RESOLVED**, to award the bid for snow removal services to Landscape Services, Inc. 22932 Rasch Drive, Clinton Township, MI 49035, through June 1, 2016 based on unit prices bid.

G. **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.

H. **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

Yes: All. The motion carried.

COMMUNICATIONS FROM CITIZENS

Mr. Charles Jefferson –Financial manager for cities and schools not working out, Requesting a resolution, asking the Governor to step down from office; how the Flint crisis could affect the City of Sterling Heights; Strategic Planning Meeting; not in favor of the Community Center and questioned how users will be charged and how it will be funded.

Mr. Joel Thomas – Flint water crisis; encouraged people to get involved and reach out to State Representatives and voice their concerns.

Ms. Sanaa Elias – Positive feedback from the Strategic Planning Meeting; suggested each project be segregated with benefits, cost, maintenance, pros and cons, and made available on the City's website; tax implications for all items.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

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

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

Councilman Skrzyniarz stated that he would talk to Mr. Jefferson offline about his comments. He also commented that the City does not have a plethora of trees, due to ash borer and other things that forced trees down over the years. He stated that the City of Sterling Heights is below other cities in regards to tree coverage, also stating it is important what kind of trees are planted to replace trees lost. With no one objection from City Council, Councilman Skrzyniarz requested City administration to present to the City Council in the next month or two, what can be done about the tree issue in the City. Councilman Skrzyniarz also stated that he agrees with Councilwoman Koski from the last meeting about the nature preserve, and expressed a need to look at that and see what impact it might have. On the issue of parks and recreation, he stated he is going to hold off making a decision until there is a final proposal to evaluate. Councilman Skrzyniarz stated that he surveyed residents on their opinion on the parks and recreation issues stating so far about 32,000 people viewed the questions, 2,100 people clicked on the article in the Macomb Daily, 639 people liked the question, and 261 people wrote comments about the project. He commented that he felt the community is extremely interested in the project and that it needs to be pursued. In regards to the ISO issue, Councilman Skrzyniarz requested Mr. Vanderpool forward correspondence to City Council regarding what investments have been made by the City to achieve the new ISO level. He added that the new rating will benefit residents at a significant cost savings level.

Councilwoman Ziarko inquired if the community meeting on the Dodge Park Road improvements tomorrow will be broadcast. Mr. Vanderpool stated that he did not think so but taping the meeting and making it available would be an excellent idea. He will confirm and report back to the City Council.

Councilman Romano commented about the ISO rating and encouraged the community to check with their insurance agent about the possibility of saving money on their homeowner insurance.

Councilwoman Koski inquired if the City will save money with the new ISO rating. Mr. Vanderpool stated that since the City is self-insured, he did not think there would be a savings in that regard, but it could result in savings to residents via their homeowner's insurance and commercial businesses as well.

Councilman Shannon congratulated Chief Martin and acknowledged all the employees in the Fire Department on the increased and improved ISO rating.

Councilwoman Schmidt commented about the ISO rating and commended the Water Department.

UNFINISHED BUSINESS

There was no Unfinished Business discussed.

NEW BUSINESS

There was no New Business.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 8:23 p.m.

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF

February 16, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	$838,557.46			$838,557.46
WATER & SEWER FUND	$2,746,338.73			$2,746,338.73
OTHER FUNDS	$840,620.64		$22,419.81	$818,200.83
TOTAL CHECKS	$4,425,516.83	$0.00	$22,419.81	$4,403,097.02

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY

DELIVERED FEB 11 2016

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

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for Clinton River Corridor Tree Removal based on unit prices bid (Estimated project expenditure of $300,000.00).

Submitted By: City Development Department

Contact Person/Telephone: Jason Castor, City Development Manager/(586) 446-2731

Administration (initial as applicable)

		Attachments			
AC	City Clerk	___	Resolution	___	Minutes
AB	Finance & Budget Director	___	Ordinance	___	Plan/Map
JB	City Attorney (as to legal form)	___	Contract	x	Other
	City Manager				Staff Report, Recommendation, Bid Tabulation

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

Executive Summary:

City Project #15-278, entitled Clinton River Corridor Habitat Restoration Project ("Project"), involves improving the Clinton River's habitat diversity, accommodating a wide range of river flows, and resolving sedimentation, incision, and bank erosion issues impairing habitat by addressing in-stream, riparian, and wetland features. The Project area encompasses a 9-mile stretch of the Clinton River extending through the cities of Sterling Heights and Utica. The Project is funded 100% through a $4.5 million grant awarded by the U.S. Environmental Protection Agency (EPA). There is no local governmental match required.

The first component of the Project focuses on the remediation of the banks of the Clinton River within the project area. The scope of work includes removal of trees leaning over the Clinton River, tree felling and brush clearing, providing access to future habitat, and restoration projects. Tree removals are anticipated to commence in March, 2016. Due to the scope of work, it may be necessary to temporary close portions of the Dodge Park Path while tree removal and brush clearing is performed.

On January 26, 2016, bids were received for Clinton River Corridor Tree Removal, City Project #15-278. Four bids were received ranging from $141,000 to $535,000.00. It is anticipated based upon the favorable unit prices bid that the total amount expended for this scope of work will be approximately $300,000. Following a thorough review of the bids received, recommendation is being made to award the bid to the low bidder, Ken Jackson Cleanup, Inc., at the unit prices bid.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to award the bid for Clinton River Corridor Tree Removal, City Project #15-278, to Ken Jackson Cleanup, Inc., 2873 Leach Road, Rochester Hills, MI 48309, based on the unit prices bid and authorize the Mayor and City Clerk to sign all documents required on behalf of the City.

CITY OF STERLING HEIGHTS
STAFF REPORT
February 16, 2016

RE: Bid Award - Clinton River Corridor Tree Removal, City Project #15-278

Prepared By: Jason Castor, City Development Manager (586) 446-2731

GENERAL INFORMATION:

On August 18, 2015, the City of Sterling Heights and City of Utica were awarded a $4.5 million grant by the U.S. Environmental Protection Agency (EPA) to fund habitat improvements along a 9-mile stretch of the Clinton River. The project objectives are to improve habitat diversity, accommodate a wide range of river flows, and resolve sedimentation, incision, and bank erosion issues impairing habitat by addressing in-stream, riparian, and wetland features.

The project work plan will include channel morphology enhancements, including creation of riffle-pool sequences, woody debris management, bank stabilization, multi-stage channel development, invasive species control and native species planting.

The EPA approved preliminary data collection with pictures and notes only until the Quality Assurance Project Plan (QAPP) received approval. On January 19, 2016, the City received notice that the EPA has approved and signed off on the QAPP. This approval allowed for quantitative data collection and inspections to commence.

The first component of City Project #15-278 focuses on the remediation of the banks of the Clinton River within the project area. The scope of work includes removal of trees leaning over the Clinton River, tree felling and brush clearing, providing access to future habitat, and restoration projects. The removed trees will be stacked in upland riparian areas or used for bank stabilization projects providing additional habitat. Tree removals are anticipated to commence in March, 2016.

The second component City Project #15-278 will involve a bid solicitation for general contractor services to complete channel morphology enhancements, including creation of riffle-pool sequences, woody debris management, bank stabilization, multi-stage channel development, invasive species control and native species planting.

TECHNICAL INFORMATION:

On January 26, 2016, bids were received for Clinton River Corridor Tree Removal. Four bids were received ranging from $141,000 to $535,000.00. The low bid was submitted by Ken Jackson Cleanup, Inc., 2873 Leach Road, Rochester Hills, MI 48309.

Because the unit pricing bid by the successful bidder is favorable, the City anticipates utilizing up to $300,000 of grant funding for this component of the Project. This will result in more removal of trees and other bank rehabilitation work within the Project area. Funding is provided for this work through a 100% reimbursable grant awarded by the EPA.

STAFF ANALYSIS AND FINDINGS:

The low bid submitted by Ken Jackson Cleanup conforms to the requirements of the bid specifications and reflects the value of the work. Representatives of Ken Jackson Cleanup were contacted and interviewed to assess their understanding of the Project, experience with similar types of work, equipment inventory, available manpower, and understanding of the Project timeline. References provided were checked and proved favorable.

STAFF RECOMMENDATION:

Please see the Suggested Action included in the accompanying Agenda Statement.

Cc: Denice Gerstenberg, City Development Director
Jamie Burton, Hubbell, Roth & Clark Inc.
Mike MacDonald, Hubbell, Roth & Clark Inc.

HRC 100 YEARS
CONSULTING ENGINEERS SINCE 1915

PRINCIPALS
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton

SENIOR ASSOCIATES
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan

ASSOCIATES
Jonathan E. Booth
Marvin A. Olane
Marshall J. Grazioli
Donna M. Martin
Charles E. Hart
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham

HUBBELL, ROTH & CLARK, INC.
OFFICE: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
PHONE: 248.454.6300
FAX: 248.454.6312
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

January 28, 2016

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

Attn: Mr. Jason Castor, City Development Manager

Re: Clinton River Corridor Tree Removal — HRC Job No. 20140731
Bid Tab and Recommendation

Dear Mr. Castor:

Enclosed herewith is a Bid Tabulation of the four (4) bids received on Tuesday, January 26, 2016 for Tree Removal along the Clinton River Corridor.

The low bid for the project of $141,000.00 was submitted by Ken Jackson Clean-Up, located at 2873 Leach Road, Rochester Hills, Michigan 48309-3562.

During a post bid discussion with staff from Ken Jackson Clean-Up information was provided by the low bidder in regards to their understanding of the project, experience with similar types of work, their equipment and personnel, their understanding of the timeline, similar tree removal and clearing experience, and their project references. Based on the above noted discussion, it is in our opinion that Ken Jackson Clean-Up has the equipment and experience to complete the project and that the low bid submitted conforms to the requirements of the Specifications and reflects the value of the work. Therefore, we recommend award of the Contract to Ken Jackson Clean-Up, in the amount of $141,000.00, when the necessary financial arrangements have been made.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Jennifer L. Chehab, P.E.
Senior Project Engineer

JC/jc
Attachment
Enclosure
pc: Sterling Heights; B. Bashaw, P.E.
HRC; File

BID TABULATION
CLINTON RIVER CORRIDOR TREE REMOVAL

Bids Due: 1/26/2016
HRC Job # 20140731
City Job No. 15-278

CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN

			Ken Jackson Clean-up 2873 Leach Road Rochester Hills, Michigan 48309-3562 (248) 852-8748		**Wonsey Tree Service, Inc.** PO Box 1142 Alma, Michigan 48801 (989) 681-3014		**Alpine Tree Service** 313 Pickeral Lake Drive Newago, Michigan 49337 (616) 696-8733	
	Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization (Max 5% of Bid Price)	1 LS	$5,000.00	$5,000.00	$11,755.00	$11,755.00	$5,000.00	$5,000.00
2.	Tree Removal (8"-18" Dia.)	200 EA	$200.00	$40,000.00	$240.00	$48,000.00	$450.00	$90,000.00
3.	Tree Removal (19"-36" Dia.)	60 EA	$300.00	$18,000.00	$750.00	$45,000.00	$1,500.00	$90,000.00
4.	Tree Removal (>36" Dia.)	20 EA	$600.00	$12,000.00	$1,200.00	$24,000.00	$2,500.00	$50,000.00
5.	Stump Removal (up to 36" Dia)	10 EA	$100.00	$1,000.00	$60.00	$600.00	$1,000.00	$10,000.00
6.	Bank Clearing	15,000 LFT	$2.00	$30,000.00	$6.00	$90,000.00	$10.00	$150,000.00
7.	Clearing	5 AC	$3,000.00	$15,000.00	$4,500.00	$22,500.00	$10,000.00	$50,000.00
8.	Staging and Restoration	1 LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	TOTAL BID AMOUNT			**$141,000.00**		**$261,855.00**		**$465,000.00**

∗ Corrected by Engineer

Additional Bidders

Homer Tree Service $535,500.00

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48083-0824

DELIVERED FEB 1 1 2016

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

Business of the City Council
Sterling Heights, Michigan

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for DSX Access System Upgrades at City facilities (Total expenditure of $43,409.30).

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 City's Emergency Services Operations Group (ESOG) monitors City-owned facilities in order to assess the level of safety for employees and residents. When safety deficiencies are identified, the ESOG recommends capital improvements to mitigate the threat. Recently, ESOG recommended that the City install locking systems on doors at a number of City-owned facilities as a means of controlling unauthorized access to restricted areas.

- The City installed a DSX Access System in 2005. This electronic door locking system limits access to restricted areas within City facilities to those authorized employees carrying a key fob. At that time, the City installed WinDSX software and added 20 card users.

- Based upon the ESOG recommendation, an invitation to bid (ITB) was developed and issued to upgrade the DSX Access System to include the purchase and installation of card readers, electronic strikes, and control panels for 27 doors located in five facilities.

- On December 21, 2015, two bids were received in response to the ITB. The two bids were thoroughly reviewed by the Building Services and Facilities Maintenance Manager, Risk Manager, Purchasing Manager and IT Director. Recommendation is being made to aware the bid to Weber Security Group, the low bidder meeting City specifications.

- Funding for the purchase of the DSX Access System Upgrades is not included in the Fiscal Year 2015/16 budget and will require the approval of a budget amendment from Self-Insurance Fund reserves.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for DSX Access System Upgrades to Weber Security Group, Inc. , 95 South Rose Street, Suite A, Mount Clemens, MI 48043-2187, based on unit prices bid and authorize a budget amendment to 43700700 (Capital Projects Fund) 975000 (Buildings & Improvements) in the amount of $43,409.30 from Self-Insurance Fund reserves.

CITY OF STERLING HEIGHTS
STAFF REPORT
February 16, 2016

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

GENERAL INFORMATION:

On December 21, 2015, bids were received for the DSX Access System Upgrades. Invitations to Bid were advertised on SHTV, posted to the MITN website, Facebook and Twitter, and published in the Sentry Newspaper. Two (2) vendors responded with bids, as outlined on the attached bid tabulation.

Because funding for this purchase is not budgeted in the fiscal year 2015/16 budget, a budget amendment in the amount of $43,409.30 from the Self-Insurance Fund reserves is necessary. This expenditure will be charged against 43700700 (Capital Project Fund) 975000 (Buildings & Improvements).

STAFF ANALYSIS AND FINDINGS:

Prompted by the increased occurrences of workplace violence around the country, the City's Emergency Services Operations Group (ESOG) has inspected City facilities to identify capital improvements that have the potential of mitigating the risk of harm to employees and residents. ESOG identified 27 doors within five municipal facilities which would increase security by restricting unauthorized access to areas through installation of a locking system.

The current access system was initially installed in 2000 migrating from the old-style key doors to an electronically controlled and tracked system. In March 2005, the software that controlled the electronic locking system was updated and 20 doors received the card reader and electronic locks. The ESOG recently identified additional points of entry requiring restricted access in order to increase the security of the municipal facilities. Specifications were developed and advertised to seek competitive bids for this project.

A pre-bid walk thru was conducted on December 21, 2015 to ensure all bidders had an opportunity to visually observe the existing system and allow them to ask questions prior to the submittal of bids. Six contractors participated in the walk-thru with two submitting bids.

The two bids were thoroughly reviewed by the Building Services and Facilities Maintenance Manager, Risk Manager, Purchasing Manager and IT Director. Recommendation is being made to aware the bid to Weber Security Group, the low bidder meeting City specifications

Weber Security Group, formed in 2001, is based in Mt. Clemens and has ten employees. Weber Security has the capability of providing a wide-range of physical security related solutions to include simple lock installation, burglar/safety/fire alarm systems, digital video surveillance, safe/vault intervention, as well as access control systems. Additionally, they have the experience and expertise to provide preventative maintenance, on-site service, and security consulting services.

Weber Security Group is a new vendor for the City. City Administrators conducted a due-diligence telephone interview with representatives of Weber Security to assess staffing, installation and customer

service capabilities. References were contacted, proved favorable and reinforced information obtained throughout the bid process.

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

STAFF RECOMMENDATION:

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

Notification list:

Weber Security Group, Inc.
95 South Rose Street, Suite A
Mount Clemens, MI 48043-2187
William Weber, President & CEO
william.weber@webersecurity.com

CITY OF Sterling Heights
InnovatingLiving

Interoffice Memorandum

Date: February 3, 2016

To: Jim Buhlinger, Purchasing Manger

From: M Carufel
Mark Carufel, City Clerk / Risk Manager

Subject: DSX Access System Upgrades

The proposed purchase of the DSX Access System Upgrades (ITB-SH16-004) is part of a larger security improvement and loss control recommendation supported by the Emergency Services Operations Group (ESOG), of which the Risk Manager is a member, along with representative of all major city departments, including Police and Fire.

These security improvements were first identified by ESOG members during a walk thru of all City buildings with public access. The recommendations of the ESOG included training for active shooter and other incidents, installation of video security cameras at city buildings, limiting access to doors, office areas and hallways via upgrades to the current DSX Access System, roll-down/ roll-up security screening at public counters, and directing public access to hallways and exterior doors that lead patrons to service areas. These security improvements are intended to provide employees and the public with safe and secure facilities to conduct business and engage in planned activities. Improvements will or have occurred at virtually every building with public access.

With your assistance, detailed bid specifications were developed based on the ESOG recommendations and the recommendations of Facilities Maintenance Manager / Building Official Michael Viazanko, IT Director Steve Deon and Risk Management.

After reviewing the bids submitted, I am recommending an award to Weber Security Group, as the low bidder.

Funding for this upgrade is via the Self-Insurance Fund, account # 67700700-956005 – Safety.

Thank you for your assistance during the development of these bid specifications and for coordinating the recommended purchase of this important security upgrade.

Please do not hesitate to contact me if there are any additional questions.

CITY OF Sterling Heights
InnovatingLiving

Interoffice Memorandum

Date: January 28, 2016

To: Jim Buhlinger, Purchasing Manager

From: Steven Deon, Information Technology Director

Subject: ITB-SH16-004 DSX Access System Upgrade

The City of Sterling Heights has been using WinDsx access software since 2006. ITB-SH16-004 was issued for upgrades to the current system. These upgrades include the addition of access security to 27 existing doors in 5 different locations.

The City received 2 bids on ITB-SH16-004. Weber Security Group was the low bidder with a total bid of $43,409.30. IT recommends the bid be awarded to Weber Security Group.

Please feel free to contact me should you have any addition questions.

CITY OF Sterling Heights

Interoffice Memorandum

Date: January 27, 2016

To: Jim Buhlinger, Purchasing Manager

From: Michael Viazanko

Michael Viazanko, Facility Manager/Building Official

Subject: Key Fob System

I had the opportunity to extensively review the bids submitted by two Security contractors for the additional installation of key fob systems within city owned buildings (ITB-SH16-004). The bid specifications requested pricing for security upgrade options at City Hall, Fire Station 5, Parks and Recreation and Senior Center buildings. Both the bids submitted met the necessary pricing specifications as indicated in the bid package.

The two contractors that submitted bids were Interstate Security 51233 Oro Drive, Shelby Township, MI 48315 and Weber Security 95 South Rose Street Mt. Clemens, MI 48043. In the past when our existing system was in need of service, the City has utilized Interstate Security. They have been working for the city for years and I am completely familiar with their qualifications and expertise. With the submission of a second bid by Weber Security, I requested a conference call with myself, IT Director Steve Deon, and Purchasing Manager Jim Buhlinger. In order to give equal consideration to each contractor that submitted bids, we found it necessary to do this interview to see if they carry the same qualifications and are able to provide a level of expertise.

Now that the interview has concluded, I feel confident that Weber Security is capable to meet our expectations and install the equipment required as part of the ITB. They also submitted a quote that was much less then Interstate Security.

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 5, 2016
ITB-SH16-004: DSX ACCESS SYSTEM UPGRADE

	Interstate Security		Weber Security Group	
City Hall - Upper Level:				
City Management - back door stairway	$1,555.00		$1,128.04	
Treasury vault	1,555.00		1,128.04	
City Clerk vault	1,555.00		1,128.04	
Conference Room 202 w/hold open door closer	1,990.00		1,242.44	
Mayor's Office w/hold open door closer	1,990.00		1,242.44	
North Stairwell to Basement	1,870.00		1,678.14	
City Hall - Lower Level:				
Hallway Door into Employee Lounge	1,555.00		1,128.04	
Facilities Maintenance Office	1,505.00		1,128.04	
Community Relations Conference room	1,505.00		1,024.70	
Hallway door to Community Relations (w/two remote wireless door release buttons)	1,805.00		1,485.60	
North Hallway - Glass Door near exercise room	1,960.00		1,116.65	
North Hallway - double door w/electrified mortis hardware and hinges	1,195.00		362.40	
Facilities Maintenance Shop	1,740.00		1,128.04	
Boiler Room	1,740.00		1,128.04	
Kitchen	1,740.00		1,128.04	
Purchasing Office (w/remote wireless door release button)	1,930.00		1,006.10	
Copy Room w/hold open door closer	1,855.00		1,242.44	
DSX Control Panel cost for this location	12,955.00	42,000.00	9,955.00	29,380.23
Parks & Recreation				
Exterior main entrance	$1,505.00		$870.30	
Exterior kitchen entrance	1,260.00		659.20	
Front Clerical Office w/hold open door closer	1,725.00		823.10	
DSX Control Panel cost for this location	3,535.00	8,025.00	2,530.00	4,882.60
Senior Center				
Exterior (near alarm panel)	1,580.00		1,016.65	
Main Office	1,270.00		608.70	
Exterior - Gym (non-handicap door w/REX toggle switch)	1,800.00		670.30	
Gym Reception Office	1,575.00		928.04	
DSX Control Panel cost for this location	3,535.00	9,760.00	2,530.00	5,753.69
Nature Center				
Media Room	1,570.00		928.04	
DSX Control Panel cost for this location	0.00	1,570.00	0.00	928.04
Fire Administration				
Exterior (Administration) with two wireless remotes	2,045.00		751.70	
Apparatus Room	1,555.00		928.04	
DSX Control Panel cost for this location	1,140.00	4,740.00	785.00	2,464.74
GRAND TOTAL:		**$66,095.00***		**$43,409.30**

DSX Control Panel Description and Unit Prices	Unit Price	Unit Price
1 DSX 1042PKG Intelligent 2 door package, with 1 1040E enclosure, 1 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel 1 DSX-SWS 150/28 Lock Power Supply *TOTAL INSTALLED COST:*	$1,995.00	$1,445.00
1 1042 2-Door Board added to above *TOTAL INSTALLED COST:*	$1,140.00	$785.00
1 DSX 1048 PKG Intelligent 8 door package, with 1 1040E enclosure, 4 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel 1 DSX-SWS150/28 Lock Power Supply *TOTAL INSTALLED COST:*	4,910.00	3,470.00
1 Card reader	605.00	86.90
1 Interface to electrified hardware from DSX - complete	400.00	300.00
1 Standard electric strike	560.00	96.80

* Adjusted by Purchasing

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 #2

POSTED: December 21, 2015

BID: ITB-SH16-004: DSX ACCESS SYSTEM UPGRADE

DUE DATE: TUESDAY, JANUARY 5, 2016 AT 2:30 P.M.

ADDENDUM #2

Resulting from questions asked during the pre-bid meeting and tour of buildings, minor amendments/clarifications to ***Section VI. SPECIFICATIONS*** (pages 9-10 of 19) have been made (see attached pages).

Additionally, ***Section VII. REVISED BID FORM (CONT'D)*** (pages 12-13 of 19) have been slightly modified to reflect the changes above. Since one of these changes includes the addition of another door, revised bid forms have been included (see attached).

The changes above are highlighted in yellow on the attached pages; Revised bid specifications (pages 9-10) and revised bid forms (pages 12 & 13). The REVISED BID FORMS must be used and included along with your bid submission documents.

In order to enable an "apples-to-apples" comparison of bids submitted, please provide a bill-of-materials for all items included in your Bid Grand Total (page 11 of 19). This list should be broken down **by building** as follows on attached page 13a of 19:

Part Description	Part Model #	Part Manufacturer	Quantity

Clarification #1– The City of Sterling Heights is seeking sealed bids to supply and install DSX Access at locations/doors listed, including any additional control panels required. Use existing hardware when available, however new hardware, replacement locks, etc. may be required. Bids are to include necessary hardware, wiring, labor, supplies and material.

Clarification #2 – There was discussion regarding the "Main Office" doors at the Senior Center, one of which is a handicap entry door. Install DSX Access to the non-handicap door and include a manual REX toggle switch to be mounted / installed on or near the handicap operator switch.

Clarification #3 - With regard to the doors at the Fire Administration building on Ryan Road, Fire Administration wants the DSX Access solution affixed to the external doors (outside the glass vestibule).

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 Addendum #2; attest to this understanding by signing below and will submit this page as well as the REVISED BID FORMS along with my bid documents.

Name	Company

VI. REVISED - SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids to supply and install a DSX Access System upgrade at all locations / doors listed, including any additional control panels required, use existing when available, however may be required to supply replacement locks as necessary, wiring, labor, supplies and material. **No alternates accepted.**

City Hall - 40555 Utica Rd.

Upper Level:

City Management (back door stairway)
Treasury vault
City Clerk vault
Conference Room 202 – include hold open door closer
Mayor's Office – include hold open door closer
North Stairwell to Basement

Lower Level:

Hallway door into Employee Lounge
Facilities Maintenance Office
Community Relations Conference Room
Hallway door to Community Relations - include two wireless door release buttons
North Hallway – Glass Door near exercise room
North Hallway
- New double-door to be installed with electrified mortis hardware & hinges

Facilities Maintenance Shop
Boiler Room
Kitchen
Purchasing Office to include wireless remote door release button
Copy room door – include hold open door closer

Include DSX control equipment to support four (4) future card readers (16th, 17th, 18th & 19th doors)

Parks & Recreation - 40620 Utica Rd.

Exterior main entrance
Exterior kitchen entrance
Front Clerical Office – include hold open door closer

Senior Center - 40200 Utica Rd.

Exterior (near alarm panel)
Main Office

Exterior – Gym – non-handicap door, to include a manual REX toggle switch to be mounted / installed on or near the handicap operator switch
Gym Reception Office

Nature Center - 42700 Utica Rd.

Media Room

Fire Administration - 41625 Ryan Rd.

Exterior (Administration) with two wireless remotes
Apparatus Room

VII. REVISED BID FORM (CONT'D)

Description	**Turn-Key Solution (Excl. DSX control panels)**
City Hall	
Upper Level:	
City Management – back door stairway	$_____
Treasury vault	$_____
City Clerk vault	$_____
Conference Room 202 w/hold open door closer	$_____
Mayor's Office w/hold open door closer	$_____
North Stairwell to Basement	$_____
Lower Level:	
Hallway Door into Employee Lounge	$_____
Facilities Maintenance Office	$_____
Community Relations Conference room	$_____
Hallway door to Community Relations (w/two remote wireless door release buttons)	$_____
North Hallway – Glass Door near exercise room	$_____
North Hallway – double door w/electrified mortis hardware and hinges	$_____
Facilities Maintenance Shop	$_____
Boiler Room	$_____
Kitchen	$_____
Purchasing Office (w/remote wireless door release button)	$_____
Copy Room w/hold open door closer	$_____
Parks & Recreation	
Exterior main entrance	$_____
Exterior kitchen entrance	$_____
Front Clerical Office w/hold open door closer	$_____
Senior Center	

VII. REVISED BID FORM (CONT'D)

Description	**Turn-Key Solution (Excl. DSX control panels)**
Exterior (near alarm panel)	$_____
Main Office	$_____
Exterior – Gym – non-handicap door, to include a manual REX toggle switch to be mounted/installed on or near the handicap operator switch	$_____
Gym Reception Office	$_____
Nature Center	
Media Room	$_____
Fire Administration	
Exterior (Administration) with two wireless remotes	$_____
Apparatus Room	$_____
BID GRAND TOTAL: (Please carry forward this total to page 11)	$_____

1 DSX 1042PKG Intelligent 2 door package, with 1 1040E enclosure, 1 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel
1 DSX-SWS150/28 Lock Power Supply
TOTAL INSTALLED COST $_____

1 1042 2-Door Board added to above
TOTAL INSTALLED COST $_____

1 DSX 1048 PKG Intelligent 8 door package, with 1 1040E enclosure, 4 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel
1 DSX-SWS150/28 Lock Power Supply
TOTAL INSTALLED COST $_____

1 Card reader $_____

1 Interface to electrified hardware from DSX - complete $_____

1 Standard electric strike $_____

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

ADDENDUM #1

POSTED: December 15, 2015

BID: ITB-SH16-004: DSX ACCESS SYSTEM UPGRADE

DUE DATE: TUESDAY, JANUARY 5, 2016 AT 2:30 P.M.

ADDENDUM #1

An amendment to ***Section VI. SPECIFICATIONS*** (page 9 of 19) has been made. This specification modification is needed to accurately reflect the details of proposed DSX Access upgrades needed.

Additionally, ***Section VII. BID FORM (CONT'D)*** (pages 12-13 of 19) have been modified. These changes are two-fold; page 12 reflects the detail changes made above, and page 13 requests incremental unit pricing for DSX panels and related equipment. Changes to this section will require the use of revised bid forms (see attached).

The changes above are highlighted in yellow on the following pages. Revised bid form pages 12 & 13 are attached to this addendum and must be included in your bid submission documents.

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 will submit this page as well as the REVISED BID FORMS along with my bid documents.

Name _____ Company _____

VI. SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids to supply and install a DSX Access System upgrade at all locations / doors listed, including any additional control panels required, use existing when available, however may be required to supply replacement locks as necessary, wiring, labor, supplies and material. **No alternates accepted.**

City Hall - 40555 Utica Rd.

Upper Level:

City Management (back door stairway)
Treasury vault
City Clerk vault
Conference Room 202
Mayor's Office
North Stairwell to Basement

Lower Level:

Hallway door into Employee Lounge
Facilities Maintenance Office
Community Relations Conference Room
Hallway door to Community Relations to include door release button
North Hallway – Glass Door near exercise room
North Hallway
- New double-door to be installed with electrified mortis hardware & hinges

Facilities Maintenance Shop
Boiler Room
Kitchen
Purchasing Office to include door release button

Include DSX control equipment to support four (4) future card readers (16th, 17th, 18th & 19th doors)

Parks & Recreation - 40620 Utica Rd.

Exterior main entrance
Exterior kitchen entrance
Front Clerical Office

Senior Center - 40200 Utica Rd.

Exterior (near alarm panel)
Main Office
Exterior - Gym
Gym Reception Office

VII. REVISED BID FORM (CONT'D)

Description	**Turn-Key Solution (Excl. DSX control panels)**
City Hall	
Upper Level:	
City Management – back door stairway	$_____
Treasury vault	$_____
City Clerk vault	$_____
Conference Room 202	$_____
Mayor's Office	$_____
North Stairwell to Basement	$_____
Lower Level:	
Hallway Door into Employee Lounge	$_____
Facilities Maintenance Office	$_____
Community Relations Conference room	$_____
Hallway door to Community Relations (w/door release button)	$_____
North Hallway – Glass Door near exercise room	$_____
North Hallway – double door w/electrified mortis hardware and hinges	$_____
Facilities Maintenance Shop	$_____
Boiler Room	$_____
Kitchen	$_____
Purchasing Office (w/door release button)	$_____
Parks & Recreation	
Exterior main entrance	$_____
Exterior kitchen entrance	$_____
Front Clerical Office	$_____
Senior Center	
Exterior (near alarm panel)	$_____

VII. REVISED BID FORM (CONT'D)

Description	**Turn-Key Solution (Excl. DSX control panels)**
Main Office	$_____
Exterior – Gym	$_____
Gym Reception Office	$_____
Nature Center	
Media Room	$_____
Fire Administration	
Exterior (Administration) with two remotes	$_____
Apparatus Room	$_____

BID GRAND TOTAL: $_____
(Please carry forward this total to page 11)

1 DSX 1042PKG Intelligent 2 door package, with 1 1040E enclosure, 1 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel
1 DSX-SWS150/28 Lock Power Supply
TOTAL INSTALLED COST $_____

1 1042 2-Door Board added to above
TOTAL INSTALLED COST $_____

1 DSX 1048 PKG Intelligent 8 door package, with 1 1040E enclosure, 4 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel
1 DSX-SWS150/28 Lock Power Supply
TOTAL INSTALLED COST $_____

1 Card reader $_____

1 Interface to electrified hardware from DSX - complete
$_____

1 Standard electric strike $_____

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-SH16-004

The City of Sterling Heights, Michigan is accepting sealed bids for DSX ACCESS SYSTEM UPGRADE until TUESDAY, JANUARY 5, 2016 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313. Specifications are attached.

There will be a pre-bid meeting on MONDAY, DECEMBER 21, 2015 at 10:00 A.M. at the City Hall Building, 40555 Utica Road, Sterling Heights, Michigan 48313.

James Buhlinger
James Buhlinger
Purchasing Manager

Office of Purchasing
586-446-2740

****

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

VI. SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids to supply and install a DSX Access System upgrade at all locations / doors listed, including any additional control panels required, use existing when available, however may be required to supply replacement locks as necessary, wiring, labor, supplies and material. **No alternates accepted.**

City Hall - 40555 Utica Rd.

Upper Level:

City Management (back door stairway)
Treasury vault
City Clerk vault
Conference Room 202
Mayor's Office
North Stairwell to Basement

Lower Level:

Hallway door into Employee Lounge
Facilities Maintenance Office
Community Relations Conference Room
Hallway door to Community Relations to include door release button
North Hallway – Glass Door near exercise room
North Hallway
- New double-door to be installed with electrified mortis hardware & hinges

Facilities Maintenance Shop
Boiler Room
Kitchen
Purchasing Office to include door release button

Include DSX control equipment to support four (4) future card readers (16th, 17th, 18th & 19th doors)

Parks & Recreation - 40620 Utica Rd.

Exterior main entrance
Exterior kitchen entrance
Front Clerical Office

Senior Center - 40200 Utica Rd.

Exterior (near alarm panel)
Main Office
Exterior - Gym
Gym Reception Office

Nature Center - 42700 Utica Rd.

Media Room

Fire Administration - 41625 Ryan Rd.

Exterior (Administration) with two remotes
Apparatus Room

VII. 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 a **DSX ACCESS SYSTEM UPGRADE** specified for the price set forth in this bid. **No alternates accepted.** 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. 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.

Bid Grand Total: $_____

Installation time after receipt of PO:_____

Warranty on labor:_____materials:_____

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.

VII. BID FORM (CONT'D)

Description	**Turn-Key Solution (Excl. DSX control panels)**
City Hall	
Upper Level:	
City Management – back door stairway	$_____
Treasury vault	$_____
City Clerk vault	$_____
Conference Room 202	$_____
Mayor's Office	$_____
North Stairwell to Basement	$_____
Lower Level:	
Hallway Door into Employee Lounge	$_____
Facilities Maintenance Office	$_____
Community Relations Conference room	$_____
Hallway door to Community Relations (w/door release button)	$_____
North Hallway – Glass Door near exercise room	$_____
North Hallway – double door w/electrified mortis hardware and hinges	$_____
Facilities Maintenance Shop	$_____
Boiler Room	$_____
Kitchen	$_____
Purchasing Office (w/door release button)	$_____
Parks & Recreation	
Exterior main entrance	$_____
Exterior kitchen entrance	$_____
Front Clerical Office	$_____
Senior Center	
Exterior (near alarm panel)	$_____

VII. BID FORM (CONT'D)

Description	**Turn-Key Solution (Excl. DSX control panels)**
Main Office	$_____
Exterior – Gym	$_____
Gym Reception Office	$_____
Nature Center	
Media Room	$_____
Fire Administration	
Exterior (Administration) with two remotes	$_____
Apparatus Room	$_____

BID GRAND TOTAL: $_____
(Please carry forward this total to page 11)

1 DSX 1042PKG Intelligent 2 door package, with 1 1040E enclosure, 1 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel
1 DSX-SWS150/28 Lock Power Supply
TOTAL INSTALLED COST $_____

1 1042 2-Door Board added to above
TOTAL INSTALLED COST $_____

1 DSX 1048 PKG Intelligent 8 door package, with 1 1040E enclosure, 4 1042 controllers, 1 1040 CDM communication distribution module, and 1 1040 PDP power distributor panel
1 DSX-SWS150/28 Lock Power Supply
TOTAL INSTALLED COST $_____

1 Card reader $_____

1 Interface to electrified hardware from DSX - complete
$_____

1 Standard electric strike $_____

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

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED FEB 11 2016

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

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane (Total expense of $136,846).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

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

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

Executive Summary:

- The Sterling Heights Department of Public Works requires use of a service vehicle equipped with a crane for purposes of lifting and moving heavy objects. These objects include metal plates used during road construction projects or street collapses, manhole covers and corresponding rings, retention pond pumps located at the bottom of wet wells, and trench boxes.

- The DPW currently has one service vehicle with a mounted crane. The 2001 Ford F550 service vehicle has 160,000 miles. The structural integrity of this vehicle has been compromised by the rust that continues to erode the crane chassis. The poor condition of the crane assembly presents a safety concern for operators, DPW field personnel and contractors working around any heavy object that is being lifted and moved by the crane.

- In order to secure a replacement service vehicle equipped with a crane, the Office of Purchasing developed and issued an Invitation to Bid (ITB) for the purchase of one 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane. Bids in response to the ITB were due January 5, 2016. Four (4) vendors submitted a total of five (5) bids, all of which were reviewed extensively by personnel from the Department of Public Works and Office of Purchasing.

- Recommendation is being made to award the bid for the purchase of a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane to Varsity Ford of Ann Arbor based upon a bid price of $136,846.

- The City has purchased a variety of vehicles from Varsity Ford and has been pleased with the products and service delivered.

Suggested Action:

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane to Varsity Ford, 3480 Jackson Road, Ann Arbor, MI 48106-2507, at a total cost of $136,846.

CITY OF STERLING HEIGHTS
STAFF REPORT
February 16, 2016

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

GENERAL INFORMATION:

On January 5, 2016, bids were received for a field service vehicle with a mounted crane to be used predominantly by the Sewer Division 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. Four (4) vendors responded with five bids, as outlined on the attached bid tabulation.

Funds in the amount of $155,000 are currently allocated in the 2015/16 Capital Budget in 59958558 (W&S – Sewer Collection) 984000 (Vehicles).

STAFF ANALYSIS AND FINDINGS:

All divisions of the Department of Public Works utilize the functionality of the field service vehicle with the mounted crane to complete assigned tasks. The heavy duty, corner mounted crane sits atop the bed of a heavy-duty 4x4 service vehicle that also contains storage boxes for air/power tools, cutting torches and welding equipment, as well as parts needed for daily maintenance of storm retention basins and sanitary sewer lift stations.

The existing service vehicle with mounted crane is a 2001 Ford F-550 with mileage exceeding 160,000. This service vehicle is the only vehicle in the DPW's fleet capable of lifting and moving metal plates, manhole rings and covers, trench boxes, and pumps located in the wet wells of retention ponds. The need to replace this vehicle arises from the corrosive effect of rust that is compromising the structural integrity of the crane chassis and vehicle frame. This concern relates to whether the deteriorating condition of the crane chassis and vehicle frame will cause a catastrophic failure during heavy lifting by the crane.

The Office of Purchasing and DPW prepared and issued an invitation to bid for the purchase of a 2016 Ford F550 4x4 field service vehicle with Stellar Heavy Duty Crane Body and Model 7630 Crane.

Five bids were submitted from four vendors for the requested service vehicle. Personnel from the Office of Purchasing and DPW have reviewed the bids received. The recommendation is to award the bid to Varsity Ford for the purchase of a 2016 Ford F-550 Cab/Chassis and 2016 Stellar TMAX-7630 Service Crane in the amount of $136,846. Although Varsity Ford is not the low bid, its ability to deliver the vehicle within a 90-120 day rather than 180-220 days offsets the $179.34 cost differential from the low bidder. The heightened value placed on the expedited

delivery of the vehicle is attributable to the unsafe condition of the existing service vehicle.

Below is a summary of the specifications for this service vehicle and mounted crane:

2016 Ford F-550 4x4 Supercab Chassis
2016 Stellar TMAX Heavy Duty Crane Body
GVR Rating – 19,500 lbs. w/162" wheelbase
6.7L Power Stroke V8 Turbo Diesel engine
6-speed automatic transmission, 4.88 ratio limited slip axle
44,840 lb. rated corner mount crane
Five-year limited warranty, two year structural warranty

Please see the attached recommendation from the DPW's Operations Manager.

STAFF RECOMMENDATION:

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

Notification list:
Varsity Ford
3480 Jackson Road
PO Box 2507
Ann Arbor, MI 48106-2504
Patrick Maurer, Fleet Manager
patmaurer@varsityford.com

CITY OF Sterling Heights

Interoffice Memorandum

Date: January 28, 2016

To: Jim Buhlinger, Purchasing Manager

From: Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – Field Service Vehicle with a Mounted Crane

---

The Department of Public Works has reviewed the bids received for a 2016 Field Service Vehicle with a corner mounted crane. The DPW will utilize this vehicle for multiple purposes for its ability to lift and place heavy objects such as:

- Metal plates used during construction projects or street collapses,
- Manhole covers and rings,
- Trench boxes, and
- Retention pond pumps in the bottom of storm and sanitary wet wells.

This Field Service Vehicle will also have storage tool boxes and work areas that are needed in the daily maintenance of the storm retention basins and the sanitary lift stations. Staff will have the ability to utilize air tools, power tools, cutting torches, and welding equipment all from one service vehicle, increasing efficiency and effectiveness.

After researching and reviewing all bids and supporting documents, the Department of Public Works recommends the purchase of a 2016 Field Service Vehicle with a mounted crane from:

Varsity Ford
3480 Jackson Road
Ann Arbor, MI 48106-2507

This dealer met all the specifications required and provided the quickest delivery date of 90-120 days. Varsity Ford's bid is $179.34 higher than the lowest bidder but can guarantee delivery 90-100 days earlier than the lowest bidder. This expedient delivery is of significant value since the existing field service vehicle is unable to be utilized to its fullest capacity. The Department of Public Works has previously purchased vehicles from Varsity Ford with great success.

This truck will replace a 2001 Ford F550 Service Truck with 160,000 miles. The total purchase price of this vehicle is $136,846.00 with the funds budgeted in the Sewer Collection – Vehicles account #59958558-984000.

C: Michael Moore, Public Works Director
John Orzel, Sewer Division Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 5, 2016
ITB-SH16-003: FIELD SERVICE VEHICLE WITH A MOUNTED CRANE

	Jorgensen Ford Sales	Jorgensen Ford - Alternate	The MTech Company	Tri-County Intl. Trucks	Varsity Ford
Net bid	$136,666.66	$139,999.99	$156,649.00	$181,218.00	$136,846.00
Body/Chassis Year/Make/Model	2016 Ford F-550 Lariat	2016 Ford F-550 Lariat	2016 Ford F-550 Lariat	2017 MY Int'l 7300 SFA 4x4	2016 Ford F-550 Lariat
Equipment Year/Make Model	2016 Stellar TMAX-7630	2016 Cannon PalPro 43-11	Maintainer MTS-1-084	2016 Stellar TMAX-7630	2016 Stellar TMAX-7630
Delivery time	180-220 days ARO	180-220 days ARO	90 days	90-120 days	90-120 days
Specifications Met	106/107	91/107	9/107	104/107	106/107

COMMERCIAL

ERCIAL

- Planetary winch provides up to 60' per minute single line speed.
- Hexagonal booms are stronger and eliminate boom flex and side to side movement.
- 2-stage hydraulic extensions, **No** manual extensions (Optional on 3315 - 5521, standard on 7621 and up).
- 21' to 30' of hydraulic reach depending on model.

- Dual acting counter balance valves integrated into cylinders.
- Quick release stow hook.
- 400˚ power rotation.
- External wear pads. No pulling the boom section out to replace the pads.
- Proportional and multifunctional radio remote control, provides ultimate control of crane, without cumbersome cords. *(Pendant control back-up cord is provided)*
- Market leading boom articulation. The Stellar CDTplus cranes offer -10 degrees to +80 degrees. This gives the operator both easy reach to snatch block stowing and the best ability to load items onto the load bed.

STELLAR CDT Plus EQUIPPED

Stellar® CDTplus™ (Crane Dynamics Technology Plus™)
A proprietary collection of revolutionary features that includes a two-way communication and feedback feature, a crane boosting feature, and an enhanced safety-monitoring feature.

- The CDTplus™ system is the first radio transmitter in the industry to offer real time capacity feedback to the operator. Using a unique 2-color LCD screen, the Stellar® CDTplus™ handheld remote will show actual load, reach, angle and also additional reach possible with the current load.

- Through the use of proprietary technology, the Stellar® CDTplus™ system can also allow operators who exceed standard capacity to productively operate through that situation by increasing crane capacity to 118% of its normal operating capacity for a short period of time.

- The new Stellar® CDTplus™ equipped cranes feature an enhanced safety system. If a device intended to monitor the capacity of the crane operates incorrectly, the crane will put itself into safe mode. Safe mode will allow the operator to work with the crane at a reduced speed until the safety device is in proper working order.

Flip Sheave with Bar Style Activation
The standard two-part line position allows for better cable location when making lifts at a high boom angle, such as loading into the truck bed. It keeps the wire rope further from the boom and prevents rubbing.

The new Flip Sheave low profile position, designed for the single-part line configuration, is beneficial when lifting something in a tight location, such as inside a cab or under a hood. The low profile configuration creates more room to lift the load and position loads in limited height areas.

Available on telescopic crane models 7621 and up.

Standard Position

Low Profile Position

EQUIPMENT E-LINK CONTROL

Stellar® E-Link Control System
The **E-Link** LCD screen is capable of multi-touch, multi-gesture motions to control the activation of all of the equipment on your truck. No guessing where to go to turn on a crane, compressor or work light with all the controls on one device.

Other features include a diagnostic screen to alert the operator to an equipment error and guides the user on how to fix it fast and an equipment usage screen to take the guess work out of on how many hours are on a crane, compressor or even work lights.

(Available with Stellar® CDTplus™ only on cranes 7621 and larger)

Stellar® E-Link Basic Control System
The Stellar E-Link Basic Control Panel is a robust design meant to handle the rigors our industry demands. It also offers a multi color backlit design for easy viewing in low light conditions, and is IP 67 rated to resist dust and moisture interference.

(Available with Stellar® CDTplus™ only on cranes 7621 and larger)

STELLAR® INDUSTRIES INC.

NOTE: All Stellar cranes meet ANSI B30.5 and OSHA 1910.180 specifications. Specifications subject to change without notification.

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-SH16-003

The City of Sterling Heights, Michigan is accepting sealed bids for a FIELD SERVICE VEHICLE WITH A MOUNTED CRANE until TUESDAY, JANUARY 5, 2016 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 only at www.mitn.info.

IV. SPECIFICATIONS

It is the intent of these specification to purchase one (1) 2016 Field Service Vehicle with a 7,500 lbs. Rated Capacity Corner Mounted Crane

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.

Minimum Specification or Approved Equal: Identify whether you meet or take exception to each specification. Bids for equipment that meet (or exceed) these specifications through a different manufacturer will be considered an approved equal. This form must be completed and all manufacturer spec sheets must be returned with your bid.

General Description:

Chassis: 2016 F550 4x4 Supercab Chassis with Lariat Interior Package Group

Service Body: Stellar TMAX1-11-V2-52" All Raised Heavy Duty Crane Body

Crane: Stellar Mechanics Crane Model 7630

Meets Specifications?	**Yes**	**No**	**Explain Deviations**
Chassis Specifications			
1. Chassis – Oxford White, Black Interior			
1.01 GVW Rating – 19,500 lbs.			
1.02 Cabin Specification – 6 passenger cab with 2 full doors and 2 half doors.			
1.03 Cabin Accessories – Lariat Interior Package: Power windows, power door locks, cruise control, air conditioning, 40/console/40 front seat, 60/40 fold-up rear bench seat with storage, all-weather floor mats, heated mirrors, and (4) up-fitter switches located on dashboard.			
1.04 Wheelbase – 162"			
1.05 Wheels and Tires – Dual-rear tires with 19.5" Forged Polished Aluminum Wheels and 225/70Rx19.5 BSW Max Traction Tires			
1.06 Braking System – 4 Wheel Power Disc Brakes with ABS and Hydro-boost. Trailer brake controller included.			
2. Powertrain Specifications			
2.01 Engine Specifications - 6.7L Power Stroke V8 Turbo Diesel with Clean Idle			

Meets Specifications?	Yes	No	Explain Deviations
2.02 Drivetrain Specification – Electronic shift-on-the-fly 4x4 with 6 speed automatic transmission: 4.88 ratio limited slip axle, transmission power take-off provision, and transfer case skid plate.			
2.03 Engine Accessories – Engine Block Heater, 200 amps Extra Heavy-Duty Alternator, Heavy Duty Battery, and 40 gallon fuel tank.			
Body Specifications			
1. Body Shell Specifications			
1.01 Compartment Tops and Sides: Crane compartment tops are to be constructed of heavy-duty, fully welded 1/8" steel tread plate two-sided A40 galvanneal steel.			
1.02 Compartment Bottoms: Crane compartment bottoms are to be constructed of 12 gauge two-sided A40 galvanneal steel.			
1.03 Aluminum Rock Guard: An aluminum rock guard kit will be installed on the front of the body along the lower edge.			
2. Compartment Specifications			
2.01 Side Compartment Dimensions: All side compartments to be 22" deep and 52" high with a 50" wide floor without wheel well boxes. The bottom sill of the body will have to be lined with Polyurea based bed liner, approximately 6" tall.			
2.02 Driver Side First Vertical Compartment: Body to have one large driver side first vertical compartment with internal bolt in vertical divider and dual overlapping doors. Compartment size 52"H x 55.25"W x 22"D. Clear Door Opening 49.34"W x 44.02" H. An Oxygen-Acetylene 2 bottle rack and a twin 50' hose reel will be included. A louver vent kit will be installed to allow for the escape of trapped gases.			
2.03 Driver Side Second Vertical Compartment: Body to have on driver side a second vertical compartment with single door. Compartment size 52"H x 21.25"W x 22"D. Clear Door Opening 17.21"W x 44.02" H. Three shelf system with dividers to be installed.			
2.04 Passenger Side First Vertical Compartment: Body to have one passenger side first vertical compartment with dual overlapping doors. Compartment size 52"H x 34"W x 22"D. Clear Door Opening 27.96"W x 44.02" H. Will include a tool drawer system with (3) 3" tall, (3) 5" tall, and (1) 7" tall drawers and bolt bin drawer set.			

Meets Specifications?	Yes	No	Explain Deviations
2.05 Horizontal Compartments: Both sides of the body are to have one horizontal compartment with dual overlapping doors. Compartment size 32"H x 53.25"W x 22"D. Clear Door Opening 49.20"W x 24.12" H. Passenger side compartment will include a tool drawer system with (3) 3" tall drawers. Driver side will have a two shelf system installed.			
2.06 Rear Vertical Compartments: Both sides of the body are to have one vertical compartment with single door to the rear of the wheel. Passenger side rear compartment shall be rated to accept 44,840 ft. lb. corner mount crane. See Point 3 For details. DS Rear: Compartment size 52"H x 24.75"W x 22"D. Clear Door Opening 19.09"W x 44" H. Driver side compartment will have a three shelf system with dividers installed. PS Rear: Compartment size 52"H x 25.25"W x 22"D. Clear Door Opening 18.88"W x 44" H. The passenger side compartment will house the crane controls,			
2.07 Compartment Floors: Compartment floors will consist of 12 gauge galvanneal steel that is integral to the back wall of the compartment. Underside of compartment floors to be smooth with a stiffener running front to rear. Compartment floors to be lined with Polyurea based bed liner.			
2.08 Shelving: Shelving system to consist of 18ga. bright spangled galvanized shelves with slotted hemmed dividers on 4" centers. System must Include three dividers and a maximum capacity rating of 250lb.			
2.09 Compartment Lighting: Each compartment will be illuminated by LED lighting.			
3. Crane Compartment Specifications			
3.01 Crane Compartment Rating: Passenger side rear compartment shall be rated to accept 44,840 ft. lb. corner mount crane.			
3.02 Wall Structure: Crane compartment walls are to be comprised of 1/4" steel with 3/4" top plate support. 4"x 1/2" top plate supports shall be used to provide structural integrity.			
3.03 Pre-drilling: Crane compartment to be predrilled for Stellar manufactured cranes.			
3.04 Compartment Isolation: Crane compartment to be isolated from the sheet metal forward compartments by a minimum of 1/2" space to prevent side pack twisting while the crane is in operation.			

Meets Specifications?	Yes	No	Explain Deviations
3.05 Torsion Box Understructure: 8" x 12ga. Longitudinal torsion box is to include 1/8" tread plate top floor and two 10" longitudinal reinforcements. Two 8" x 3" x 1/4" tube cross members attached to crane reinforcement. One 3" x 2" x 1/8" cross member is to be positioned at the front of the wheel well.			
4. Door Specifications			
4.01 Dual Panel Construction: Doors are to comprise of a 14ga. outer panel and an 18 gauge inner panel consisting of A40 galvanneal steel.			
4.02 Reinforcement: Doors are to contain hat section reinforcements between panels to increase torsion rigidity.			
4.03 Door Retainer: Doors are to possess double spring over center door retainers on all vertical doors to keep the door in positive open or closed position.			
4.04 Hinge Construction: All door hinges are to be corrosion resistant and constructed entirely of stainless steel. Hinges must be billet style with hidden fasteners and 5/16" stainless steel hinge pin.			
4.05 Latch Construction: All latches are to consist of polished stainless steel compression latch with a 3-point securing.			
4.06 Stainless Attachment: All latches are to be attached to door with hidden hardware.			
4.07 Master Locking System: All latches are to be secured with individual locks and a rotating master door locking mechanism with a single location on the passenger side and a single location on the driver side of the body.			
4.08 Primary Door Seal Specifications: A 'bulb type' neoprene inner door seal.			
4.09 Secondary Door Seal Specifications: A secondary door seal shall be installed on the outer door perimeter to provide additional seal and prevent door contact with body.			
5. Tailgate Specifications			
5.01 Tailgate Construction: Tailgate is to be constructed of 12" high 12ga. Two-sided galvanneal steel. Top and inside surface of tailgate to be lined with Polyurea based bed liner			
5.02 Side Supports: Tailgate is to use over center side supports to hold the tailgate open in the horizontal position and flush with the load bed.			
5.03 Grab Handles: Two rear mounted grab handles to allow access to truck bed area.			
5.04 Positive Latching: Side supports are to provide positive latching when the tailgate is closed.			
6. Truck Bed Specifications			

Meets Specifications?	Yes	No	Explain Deviations
6.01 Truck Bed Lining: Truck bed to be lined with Polyurea based bed liner on the floor, sidewalls, and top surfaces of all compartments.			
6.02 Cab Guard: A cab guard will be installed to protect the rear of the cab of the truck.			
6.03 Mounting Track: A universal cargo mounting track will be installed along both inside walls of the truck bed.			
6.04 Vertical Tool Rack: A tool rack will be installed on the inside wall on the passenger side of truck bed to allow for the vertical stowage of long hand tools.			
7. Work Bench Bumper Specifications			
7.01 Work Bench Dimensions: The rear workbench surface is to be 21" x 76" to allow for suitable workspace. The workbench to be lined with Polyurea based bed liner on the top surface, rear wall of truck, and bumper.			
7.02 Work Bench Construction: The rear workbench shall consist of a 21" x 76" x 1/4" steel smooth plate with 1-1/2" overhang at the rear to allow clamping.			
7.03 Vise Mounting Plate: A receiver for vise mounting plate and vise mounting plate shall be included.			
7.04 Bumper: Bumper shall be 6" x 4" and have a 2" receiver hitch tube. Bumper shall include safety chain eyes and 7-wire trailer connection.			
7.05 Workbench Compartment: Thru compartment shall be located under workbench with access doors on each side. Each door will feature door latch as described in Section 4.			
7.06 Stabilizer Housing: Workbench bumper to incorporate a stabilizer housing tube measuring 6" X 4" X 3/8" wall.			
7.07 Body Stabilizers: A Hydraulic out/hydraulic down stabilizer will be with the bumper on the rear of the body with controls located on the bumper.			
7.08 Slide out Step: Workbench bumper to incorporate two slide-out steps for access to truck bed.			
8. Wiring and Lighting			
8.01 Installation: Wire harness system shall be preinstalled to accommodate crane and compressor installation and allow for the addition of compartment, flood, and emergency lighting options.			
8.02 Woven Loom: Wiring harness shall be encased in woven loom.			
8.03 Wire Labeling: All wires are to be labeled for ease of installation/troubleshooting.			
8.04 Terminals: All wire terminals shall use automotive type connections.			

Meets Specifications?	Yes	No	Explain Deviations
8.05 Lighting: Lighting shall meet all FMVSS-108 standards.			
8.06 Flood Lights: (4) LED flood lights shall be installed at locations: Top of driver side first compartment, Top of passenger side compartment, One on each side of rear body above DOT lights.			
8.07 Led Beacon: An amber LED Beacon will be installed on top of the cab of the truck.			
9. Generator, Compressor, & Hydraulic Pump Specifications			
9.01 Miller ENPAK Mechanic Series with SIDEPAK Mount: Open center with Block Heater. 20 GPM hydraulic oil flow, 60 CFM air @ 100psi, 2400 watt 120v Pure Sine Power Enverter, 6000 watt generator, and 20 gallon hydraulic oil reservoir. (1) 220v, (1) 110v, and (1) 110v pure sine.			
9.02 Air Tank: A 25 gallon air tank kit will be installed.			
9.03 Air hose: A ½" x 50' hose reel with roller guide will be located in the passenger side rear compartment and will exit through an access port out the rear of the body.			
9.04 Electrical outlet: A 12 gauge wire x 50' cord reel with roller guide will be located in the passenger side rear compartment and will exit through an access port out the rear of the body.			
10. Paint Specifications – Oxford White			
10.01 Exterior Prime Paint: Body to feature zinc phosphate pre-coat and seal for additional corrosion protection. Prime paint must be oven cured to provide a hard, durable finish.			
10.02 Exterior Paint: Exterior paint to be hi-gloss baked-on polyurethane enamel.			
10.03 Interior Paint: Interior paint to be mid-gloss, mar resistant, light gray finish on primed bodies and finished white on painted bodies.			
10.04 Undercoating: Body to be completely undercoated using three (3) mils of petroleum base or equivalent material.			
11. Manufacturing Specifications			
11.01 Origin of Manufacture: Body is to be designed and manufactured in the United States of America.			
12. Warranty			
12.01 Five Year Limited Warranty: The following shall be covered be a minimum five (5) year limited warranty to the first owner/user of record: No Rust-Through Guarantee. Continuous Door Hinge - Guaranteed not to fail to operate or come off of the body. Latches and Lock Cylinders - Unconditional guarantee against failure. Shelves -			

Meets Specifications?	Yes	No	Explain Deviations
Guaranteed not to fail in bending under maximum 250lb. rated load.			
12.02 Two Year Structural Warranty: The following shall be covered be a minimum two (2) year limited warranty to the first owner/user of record: Crane Compartment and Understructure with 66,000 ft. lb. crane maximum.			
Crane Specifications			
1. General Crane Specifications			
1.01 Ft. lb. Rating: The crane lifting moment shall be 44,840 ft. lbs.			
1.02 Stowed Crane Length: Overall crane storage length shall be 13'4"			
1.03 Stowed Crane Height: Crane stowed height to be 37.75"			
1.04 Stowed Crane Width: Crane stowed width to be 22.57"			
1.05 Horizontal Center of Gravity: Horizontal center of gravity to be 49.69" from centerline of rotation			
1.06 Vertical Center of Gravity: Vertical center of gravity to be 19.97" from crane base			
1.07 Crane Weight: Crane weight shall not exceed 2050 lbs.			
1.08 Mounting Space: Mounting space shall not exceed 20"w x 21"L			
1.09 Mounting Hole Pattern: Mounting hole pattern to be unique 6 hole design.			
1.10 Max Horizontal Reach: Crane shall have 30'of hydraulic horizontal reach. Crane must have two hydraulic extensions.			
1.11 Max Vertical Reach: Crane shall have 31'9" of vertical reach above the crane base.			
1.12 Hydraulic Rotation: Crane shall have 400 degree rotation system with a steel ball bearing ring gear, driven by a steel worm gear encased in cast iron worm gear housing. Base assembly to be made of high strength cast iron. Worm gear to be powered by a high torque hydraulic motor.			
1.13 Lifting Capacity: Crane shall be capable of lifting 7,500 lbs. @ 5'10" from centerline of rotation.			

Meets Specifications?	Yes	No	Explain Deviations
2. Boom Specifications			
2.01 Extension Reach: Crane shall be equipped with two hydraulic extensions. Extensions to be high strength hexagonal shaped designed to limit boom flex during lifting. Maximum reach to be 30'			
2.02 Boom Elevation: Boom elevation articulation shall be -10 degrees to + 80 degrees			
2.03 Boom Design: Main boom and extension booms shall be high strength hexagonal booms.			
2.04 Horse Head Sheave: Stellar Model 7630 incorporates a flip sheave horse head with bar style ATB device. A LED flood light will be installed on the tip of the Crane.			
2.05 Wear Pads: Booms shall have high strength polymer wear pads between booms to ensure proper boom placement and functionality. Metal boom wear pads are not acceptable.			
2.06 Boom Support: An adjustable boom support with roller rest, painted black will be installed on the truck body.			
3. Winch Specifications			
3.01 Planetary Winch System: High efficiency planetary winch driven by a high torque hydraulic motor. Winch to have stainless steel sleeves providing corrosion resistance for winch drum seals. Drum seals to be rubber coated. Winch to have maximum single part line capacity of 3750 lbs., two-part line capacity of 7500 lbs. Maximum single-part line speed of 60 ft/min.			
3.02 Wire Rope: Wire rope shall be 3/8" 6X31 IWRC-DGXIP X 120'			
3.03 Crane Hook and Snatch Block: Snatch block must activate ATB device. Sheave must be specifically designed for 3/8" wire rope as per ANSI B30.5. Crane hook must meet ANSI B30.5.			
3.04 Winch Brake: Winch brake to be static/dynamic brake to eliminate counterbalance valve. Internal check valve drain motor case and brake cooling oil, eliminating requirement for extra drain line. Winch to have advanced graphite resin brake friction discs, endures exposure to water contamination without disintegrating, endures high temperatures in heavy-duty applications, starts smoothly and provides exceptional low speed control because of nominal differences between static and dynamic coefficients of friction. Winch to have high performance Teflon brake shaft seal, which endures excessive back			

Meets Specifications?	Yes	No	Explain Deviations
pressure and high operating speeds.			
4. Hydraulic System Specifications			
4.01 Hydraulic System: Open center hydraulic system.			
4.02 GPM Rating: 8 GPM			
4.03 PSI Rating: 3000 PSI			
4.04 Valve Bank: Crane control valve to incorporate proportional inlet valve and four on/off 4-way, three position cartridge valves incorporated into a machined high strength aluminum valve block.			
4.05 Cylinders: Crane cylinders are dual acting with integral pilot-operated counterbalance valves.			
5. Control System Specifications			
5.01 Crane Control System: The crane shall incorporate load monitoring and handheld feedback control system. A. The system incorporates a radio remote system to be 2.4 GHz. Radio shall incorporate a proportional trigger to "feather" the crane speed. Radio to have four three position toggle switches to control the four main crane functions. Radio to have ability to ramp up engine speed, turn compressor on / off, and also start and stop the truck engine. Radio to have magnet on back of radio handle to allow operator to store radio transmitter on metal surface. B. The load monitoring and handheld feedback control system incorporates an operator feedback system to inform the operator of the load on the crane via LCD screen and vibration on the handheld controller. B1. Shall show actual load on hook. B2. Shall show distance of reach from CL of crane. B3. Shall show additional distance allowed with load. B4. Shall show % of maximum capacity at operator's discretion. C. The load monitoring and handheld feedback control system shall incorporate a boost feature to allow for momentary capacity increase via a "Boost" button on the handheld controller. D. The load monitoring and handheld feedback control system shall incorporate a "Safe Mode". Safe mode will be entered automatically by the crane should a safety or load calculating device become inactive or operate incorrectly. Stellar E-Link Touch System is will be included.			
6. Safety Specifications			
6.01 Overload: Crane shall offer overload shutdown system which prevents crane movement into a position that would increase load moment of the crane when it enters an overload situation.			

Meets Specifications?	Yes	No	Explain Deviations
6.02 Counter Balance Valves: All cylinders to have counter balance valves to prevent cylinder collapse in case of hose failure.			
6.03 Anti Two-Block: Crane shall be equipped with a flip-sheave, bar-style anti-two-block device. Device must allow for free movement of snatch block to the snatch block stow loop.			
7. Paint Specifications – Oxford White			
7.01 Finish Paint Coating: Crane extension booms to be coated with a proprietary co-polymer that is chemically bonded to the steel for excellent corrosion resistance. All other surfaces to be primed and finish coated with a two-part polyurethane paint.			
8. Manufacturing Specifications			
8.01 Origin of Manufacture: Crane shall be manufactured in the USA. Foreign manufacture is not acceptable.			
Vehicle Accessories			
1. Include all accessories below			
1.01 Tow Hooks – (2) front tow hooks			
1.02 Front Mount Winch – A Warn Series 9, 12v DC, 9,000lb, electric planetary winch will be installed onto the front bumper of the truck.			
1.03 Heavy Duty Mechanics Vise – A Wilton 10275 C-3 6" Combination pipe and bench vise will be installed onto the vise mounting plate			
1.04 Mechanics Tool Set – A Craftsman 540-piece Mechanics Tool Set, Model 35540, will be included.			

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

V. BID FORM

The undersigned hereby declares that he has carefully examined the instructions and specifications and will provide a new **FIELD SERVICE VEHICLE WITH MOUNTED CRANE** for the price set forth in this bid. The undersigned bidder further agrees and understands that the City of Sterling Heights is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City to do so. 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 award of the bid and that, if chosen the successful vendor, the prices bid will remain firm through completion of the bid.

Total price for one (1) 2016 Field Service Vehicle with a Mounted Crane, including title fee: $_____

Year/make/model/equipment bid: _____

Delivery time after receipt of PO: _____

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_____

Terms_____

Signature/Date_____

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

RECEIVED FEB 11 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 3
Meeting: 02/16/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for refuse, recyclables and yard waste collection for a five-year period (Cumulative cost over five-year term of contract is $23,753,719.84).

Submitted By: Department of Public Works & Office of Purchasing

Contact Person/Telephone: Mike Moore, Public Works Director (586) 446-2450 MM
James Buhlinger, Purchasing Manager, (586) 446-2741

Administration (initial as applicable)

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

Attachments

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

Executive Summary:

Background – The city of Sterling Heights' current contract with Waste Management of Michigan, Inc. (Waste Management) expires April 30, 2016. In anticipation of this contract termination date, the City Council authorized the preparation and issuance of bid specifications for an award of a new five-year contract on November 4, 2015. City Council further authorized that the bid specifications provide for a Base Bid (current level of service plus recycling center operations), Alternate Bid #1 (Base Bid plus mandatory use of carts for weekly refuse collection), and Alternate Bid #2 (Alternate Bid #1 plus mandatory use of carts for bi-weekly curbside recycling in lieu of recycling center operations).

The invitation to bid (ITB) as approved by the City Council was issued on November 18, 2015. A pre-bid meeting was held on December 22, 2015 for all interested vendors. A complete review of the specifications was conducted as part of the pre-bid meeting with the vendors in attendance. Two addendums were issued by the City in response to questions/concerns brought forth by the vendors.

On January 12, 2016, five vendors responded and three bids were deemed responsive to the ITB.

Staff Recommendation –

Waste Management of Michigan, Inc. (Waste Management), Emterra Environmental USA (Emterra Environmental), and Rizzo Environmental Services (Rizzo Environmental) all submitted bids that complied with the ITB.

After careful consideration, City Administration is recommending an award of the bid for refuse, recyclables and yard waste collection services to Waste Management as the lowest cost bidder under the

Base Bid. The City has long-relied upon the competitive bidding process to produce the lowest attainable cost for refuse and yard waste collection and disposal service. As evidenced by the fact that Sterling Heights residents pay much less for this service than those in other comparable municipalities, the competitive bidding strategy has worked. Once again, the competitive bids received for the proposed five-year contract yield a cost ***decrease*** for the first two years of the five-year contract. The five-year contract term has been the standard for the City's bid solicitation as it allows bidders a sufficient term over which to spread capital costs associated with the service delivery. As noted in the approved bid specifications, the initial award of the bid is based solely on the unit pricing received for the initial five-year term of the contract.

Waste Management is the incumbent vendor and has performed well over the life of the current contract. Waste Management responds quickly to any concerns and has progressively worked with Sterling Heights to develop a successful subscription based curbside recycling program and annual recycling collection days at the Public Works facility. Some of Waste Management's current contracts include the City of Utica, Auburn Hills, Romeo and New Baltimore.

Should the bid be awarded to Waste Management as the low bid for the five-year Base Bid service, the City will realize a first year savings in the cumulative amount of $170,816 compared to the cost of the expiring contract. It should also be noted that in year three of the bid, the City will be paying WM the same amount as it is currently paying. Waste Managements' bid is 2.6% less than the next lowest bid over the five-year period of the contract, or approximately $124,617 per year.

Consideration of Enhanced Service Options –

(A) Alternate #1 involves implementing the mandatory use of a wheeled cart to collect and dispose of weekly refuse. If the City Council desires to require carts (32, 64 and/or 96 gallons) to improve sanitary conditions throughout the City, decrease the presence of rodents, and increase community aesthetics, the Department of Public Works recommends that the bid be awarded to Emterra Environmental as the lowest overall cost bidder under Alternate #1.

Emterra Environmental services 10% of Canada's population through 30 municipal contracts. They also currently service over 75% of Genesee County, 80% of the Northern Thumb area and 70% of St. Clair County.

Should the bid be awarded to Emterra Environmental as the low bid for the five-year Alternate Bid #1, the City will experience an increase in cost of $231,050 in the first year of the contract over the current cost of the expiring contract. The Emterra Environmental bid is $53,028 less than the next lowest bid, or an average of $10,606 per year over the five-year contract. Awarding this option rather than the Base Bid would cost the City an additional $1,915,296 over the five-year term of the contract.

(B) Alternate #2 involves implementing the mandatory use of a wheeled cart (32, 64 and/or 96 gallons) to collect and dispose of weekly refuse, and a wheeled cart (32, 64 and/or 96 gallons) for the bi-weekly curbside collection of recyclables. If the City Council desires to eliminate the recycling drop-off centers and the subscription-based, curbside recycling program and replace these programs with a universal, City-wide, bi-weekly curbside recycling collection service, the Department of Public Works recommends an award to Rizzo Environmental Services, Inc. as the lowest cost bidder under Alternate #2

Rizzo Environmental, headquartered in Sterling Heights, currently services Fraser, Macomb

Township, Shelby Township, Clinton Township and Livonia. References for these communities proved favorable.

Residents of Sterling Heights currently divert 3,000 tons of material from landfills by utilizing the recycle centers and subscription curbside program. If Council were to choose Alternate Bid #2 (recycle carts), Sterling Heights would then divert on average 7,000 tons of material per year from curbside collection, over double the amount currently collected.

Should the bid be awarded to Rizzo Environmental as the low bid for the five-year Alternate Bid #2, the City will experience an increase in cost of $562,796 in the first year of the contract over the current cost of the expiring contract. Rizzo Environmental bid is $4,897,226 less than the next lowest bid or an average of $979,445 per year over the five-year contract. Awarding this option rather than the Alternate Bid #1 would cost the City an additional $918,698 over the five-year term of the contract.

Awarding Alternate Bid #2 rather than the Base Bid would reflect an increase of $2,833,994 over the five-year contract. If this option was selected curbside recycling service would be projected to begin on May 1, 2018, the date upon which Waste Management's exclusive license to conduct its subscription-based curbside recycling program expires. The Administration shares an interest in this service level option. However, this alternative will result in an increase in the refuse millage rate.

The Solid Waste Management Commission resolved to recommend that the City Council award the bid to Rizzo Environmental Services under Alternate #2 based upon the enhanced services made available to residents at a nominal increase in cost per household.

Suggested Action (To award bid under Base Bid to Waste Management pursuant to City Administration Recommendation):

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for refuse, recyclables and yard waste collection services to Waste Management of Michigan, Inc., 22650 Stevenson, Clinton Township, Michigan 48035, for the period May 1, 2016 to April 30, 2021, based on unit prices bid and authorize the Mayor and City Clerk to sign all required documents on behalf of the City.

Alternative Suggested Action (To award bid under Alternate #1 to Emterra Environmental):

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for refuse, recyclables and yard waste collection services to Emterra Environmental, USA Corp, 1606 E. Webster Road, Flint, MI 48505, for the period May 1, 2016 to April 30, 2021, based on unit prices bid and authorize the Mayor and City Clerk to sign all required documents on behalf of the City.

Alternative Suggested Action (To award bid under Alternate #2 to Rizzo Environmental):

MOVED BY: SECONDED BY:

RESOLVED, to award the bid for refuse, recyclables and yard waste collection services to Rizzo Environmental Services, 6200 Elmridge Drive, Sterling Heights, MI 48313, for the period May 1, 2016 to

April 30, 2021, based on unit prices bid and authorize the Mayor and City Clerk to sign all required documents on behalf of the City.

STAFF REPORT
February 16, 2016

Prepared By: Mike Moore, Public Works Director — Ext. No 2450
James Buhlinger, Purchasing Manager — Ext. No. 2741

GENERAL INFORMATION:

The bid specifications approved by the City Council on November 4, 2015 sought competitive pricing for the following three levels of collection and disposal services:

Base Bid – A five-year contract to include weekly curbside collection, transportation, and disposal of waste material; seasonal curbside collection, transportation, and disposal of yard waste; continuation of a subscription based bi-weekly curbside recycling program; and operation of three city-owned recycling centers.

Alternate Bid #1 – A five-year contract to include weekly curbside collection, transportation, and disposal of waste material with mandatory use of a 96, 64, or 32 gallon wheeled cart; seasonal curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three city-owned recycling centers.

Alternate Bid #2 – A five-year contract to include weekly curbside collection, transportation, and disposal of waste material with mandatory use of 96, 64, or 32 gallon wheeled cart; seasonal curbside collection, transportation, and disposal of yard waste; and implementation of a new mandatory bi-weekly curbside recycling program with mandatory use of a 96, 64, or 32 gallon wheeled cart. The elimination of the city-owned recycling centers and subscription-based, bi-weekly curbside recycling program would not be phased in until 2018.

The Invitation to Bid (ITB) was advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper.

Funds for this expenditure are budgeted annually in 11753535 (Refuse Collection) 822000 (Rubbish Removal).

STAFF ANALYSIS AND FINDINGS:

On January 12, 2016, bids were received for a five-year contract for the collection, transportation, and disposal of refuse, recyclables and yard waste for the city of Sterling Heights. Five (5) vendors responded to the ITB as follows:

Emterra Environmental, USA
Rizzo Environmental Services
Waste Management of Michigan, Inc. (incumbent vendor)
Republic Services – No Bid
Advanced Disposal Services – Non responsive bid

The low bidders for the five-year Base Bid, Alternate Bid #1 and Alternate Bid #2 are:

	Low Bidder	Total five-year bid
Section I - Base Bid	Waste Management of Michigan	$23,753,719.84
Section III - Alternate Bid #1	Emterra Environmental, USA	25,669,016.76
Section V – Alternate Bid #2	Rizzo Environmental Services	26,587,715.00

As noted in the approved bid specifications, the initial award of the bid is based solely on the unit pricing received for the initial five-year term of the contract.

BASE BID ANALYSIS –

The City has long-relied upon the competitive bidding process to produce the lowest attainable cost for refuse and yard waste collection and disposal service. As evidenced by the fact that Sterling Heights residents pay much less for this service than those in other comparable municipalities, the competitive bidding strategy has worked. Once again, the competitive bids received for the proposed five-year contract yield a cost ***decrease*** for the first two years of the five-year contract. The five-year contract term has been the standard for the City's bid solicitation as it allows bidders a sufficient term over which to spread capital costs associated with the service delivery.

The low bid for the Base Bid option was submitted by Waste Management with a five-year grand total of $23,753,729.84, which is $623,085.16 or 2.62% less than the next lowest bid submitted by Rizzo Environmental over the five-year term of the contract.

Waste Management is the incumbent vendor and has provided waste collection and disposal services to the City since July 1998, when USA Waste Services merged with Waste Management. The current contract commenced on May 1, 2010 and expires on April 30, 2016.

Waste Management has considerable resources and experience in the area of municipal refuse collection and disposal. The financial position of the company is strong, and it has positive references in southeast Michigan regarding waste, yard waste, and recyclables collection, transportation, and disposal services. Current municipal contracts include Auburn Hills, New Baltimore, Romeo, Utica, Richmond, New Haven and townships of Lenox and Richmond. Waste Management is the largest solid waste company in North America. Waste Management's disposal sites are listed below:

Yard Waste Site –	Indian Summer Recycling (5877 Bethuy Road, Casco, MI)
	Environmental Wood Solutions (3500 Giddings Road, Lake Orion, MI)
Refuse Site –	Pine Tree Acres (36600 29 Mile Road, Lenox, MI)
	Eagle Valley (600 West Silver Bell Road, Orion Twp, MI)
Recyclables Facility –	ReCommunity (30615 Groesbeck Hwy. Roseville, MI)

ENHANCED SERVICES ANALYSIS –

The competitive bid process also allowed the City to secure pricing for an enhanced level of service.

<u>Alternate Bid #1</u> –The low bid for Alternate Bid #1 was submitted by Emterra Environmental, USA with a five-year grand total of $25,669,016.76 which is $53,028.24 or .21% less than the next lowest bid submitted by Rizzo Environmental over the five-year term of the contract.

Emterra Environmental has provided refuse, yard waste and recycling services to municipalities in Canada since 1976 and first started serving Unites States customers in November, 2012. Along with sister companies Emterra Tire Recycling and Canadian Liquids Processors Limited, Emterra Environmental endorses *Zero Waste* solutions by promoting efficient and effective resource recovery efforts with all customers.

Emterra Environmental services 10% of Canada's population through 30 municipal collection and processing contracts. Within the State of Michigan, Emterra Environmental has contracts with Algonac, Marine City, Marysville, Flint Township, Flushing, Mt. Morris, Richfield, and Fairhaven. References call proved favorable. Emterra Environmental disposal sites are provided below:

Yard Waste Site –	Indian Summer Recycling (5877 Bethuy Road, Casco, MI)
Refuse Site –	Detroit Renewable Power (5700 Russell St., Detroit, MI)
	Pine Tree Acres (36600 29 Mile Road, Lenox, MI)
Recyclables Facility –	ReCommunity (30615 Groesbeck Hwy. Roseville, MI)

Alternate Bid #2 –The low bid for Alternate Bid #2 was submitted by Rizzo Environmental Services with a five-year grand total of $26,587,715.00 which is $4,897,225.32 or 18.42% less than the next lowest bid submitted by Emterra Environmental over the five-year term of the contract.

Rizzo Environmental is based in Sterling Heights, where a 15-acre site off Mound Road serves as a base of operations for 325 collection vehicles. Rizzo Environmental employs 550 employees and provides waste collection and disposal services to a significant number of Michigan municipalities, including Shelby Township, Macomb Township, Clinton Township, Fraser, St. Clair Shores, Royal Oak, Mt. Clemens, Detroit, and Livonia. Rizzo Environmental has extensive resources and ample experience servicing municipal customers for refuse, yard waste and recycling services. Rizzo Environmental disposal sites are provided below:

Yard Waste Site –	Indian Summer Recycling (5877 Bethuy Road, Casco, MI)
	Warren Waste Transfer Station (25601 Flanders, Warren, MI)
Refuse Site –	Detroit Renewable Power (5700 Russell St., Detroit, MI)
	Warren Waste Transfer Station (25601 Flanders, Warren, MI)
Recyclables Facility –	ReCommunity (30615 Groesbeck Hwy. Roseville, MI)
	Warren Waste Transfer Station (25601 Flanders, Warren, MI)

STAFF RECOMMENDATION:

Waste Management, Emterra Environmental, and Rizzo Environmental all submitted bids that complied with the ITB.

After careful consideration, City Administration is recommending an award of the bid for refuse, recyclables and yard waste collection services to Waste Management as the lowest cost bidder under the Base Bid. This bid achieves the primary objective of the competitive bidding process by producing substantial cost savings for a level of service that residents expect.

Waste Management is the incumbent vendor and has performed exceptionally well over the life of the current contract. Waste Management responds quickly to any concerns and has progressively worked with Sterling Heights to develop a successful subscription based curbside recycling program and annual recycling collection days at the Public Works facility.

Should the bid be awarded to Waste Management as the low bid for the five-year Base Bid service, the City will realize a first year savings in the cumulative amount of $170,816 compared to the cost of the expiring contract. It should also be noted that in year three of the bid, the City will be paying WM the same amount as it is currently paying. Waste Managements' bid is 2.6% less than the next lowest bid over the five-year period of the contract, or approximately $124,617 per year.

Please refer to the memorandum from Public Works Director Michael Moore for further discussion on the recommendation of the Base Bid, as well as consideration of Alternate #1 and Alternate #2.

Sterling Heights DPW

Interoffice Memorandum

Date: February 1, 2016

To: Jim Buhlinger, Purchasing Manager

From: Michael Moore, Public Works Director

Subject: Recommendation for Refuse, Recyclables and Yard Waste Collection Contract

Background - The city of Sterling Heights' current contract with Waste Management of Michigan, Inc. expires April 30, 2016. In anticipation of this contract termination date, the City Council authorized the preparation and issuance of bid specifications for an award of a new five-year contract on November 4, 2015. City Council further authorized that the bid specifications provide for three separate bids/options:

- *Base Bid* - the separate weekly collection, transportation and disposal of refuse and yard waste; continuation of a subscription based curbside recycling program; and operation of three City-owned recycling centers

- *Alternate #1* – the same services as the base bid with the implementation of a wheeled cart for the purposes of weekly collection of refuse

- *Alternate #2* – the separate collection, transportation, and disposal of refuse with the use of a wheeled cart; curbside collection of yard waste; and implementation of a bi-weekly curbside recycling program with the use of a wheeled cart

Bidders also have the option of providing pricing for a three year extension for each option under the same terms and conditions. On January 12, 2015, bids were received from the following four vendors:

- Waste Management of Michigan, Inc. (incumbent vendor)
- Rizzo Environmental Services, Inc.
- Emterra Environmental Services, Inc.
- Advanced Disposal Services Solid Waste Midwest, LLC

The low bids for each option are presented below:

	Low Bidder	Bid Amount Over 5 Years
Base Bid	Waste Management	$23,753,720
Alternate #1	Emterra Environmental Services	$25,669,017
Alternate #2	Rizzo Environmental Services	$26,587,715

Recommendation - The Department of Public Works has reviewed all of the bids received under the Base Bid, Alternate #1, and Alternate #2.

The Department of Public Works recommends that the bid be awarded to Waste Management of Michigan, Inc. as the lowest overall responsible bidder under the Base Bid.

Waste Management is the incumbent vendor and has performed well over the life of the current contract. Waste Management responds quickly to any concerns and has progressively worked with Sterling Heights to develop a successful subscription based curbside recycling program and annual recycling collection days at the Public Works facility. Some of Waste Management's current contracts include the City of Utica, Auburn Hills, Romeo and New Baltimore.

Should the bid be awarded to Waste Management as the low bid for the five-year Base Bid service, the City will realize a first year savings in the cumulative amount of $170,816 compared to the cost of the expiring contract. It should also be noted that in year three of the bid, the City will be paying WM the same amount as it is currently paying. Waste Managements' bid is 2.6% less than the next lowest bid over the five-year period of the contract, or approximately $124,617 per year.

Consideration of Alternate Bids –

(A) Alternate #1 involves implementing the mandatory use of a wheeled cart to collect and dispose of weekly refuse. If the City Council desires to require carts (32, 64 and/or 96 gallons) to improve sanitary conditions throughout the City, decrease the incidence of rodent infestations, and increase community aesthetics, the Department of Public Works recommends that the bid be awarded to Emterra Environmental as the lowest overall responsible bidder under Alternate #1.

Emterra Environmental services 10% of Canada's population through 30 municipal contracts. They also currently service over 75% of Genesee County, 80% of the Northern Thumb area and 70% of St. Clair County.

Should the bid be awarded to Emterra Environmental as the low bid for the five-year Alternate Bid #1, the City will experience an increase in cost of $231,050 in the first year of the contract over the current cost of the expiring contract. The Emterra Environmental bid is $53,028 less than the next lowest bid, or an average of $10,606 per year over the five-year contract. Awarding this option rather than the Base Bid would cost the City an additional $1,915,296 over the five-year term of the contract.

(B) Alternate #2 involves implementing the mandatory use of a wheeled cart (32, 64 and/or 96 gallons) to collect and dispose of weekly refuse, and a wheeled cart (32, 64 and/or 96 gallons) for the bi-weekly curbside collection of recyclables. If the City Council desires to eliminate the recycling drop-off centers and the subscription-based, curbside recycling program and replace these programs with a universal, City-wide, bi-weekly curbside recycling collection service, the Department of Public Works recommends an award to Rizzo Environmental Services, Inc. as the lowest responsible bidder under Alternate #2

Rizzo Environmental current services Fraser, Macomb Township, Shelby Township, Clinton Township and Livonia. References for these communities proved favorable.

Residents of Sterling Heights currently divert 3,000 tons of material from landfills by utilizing the recycle centers and subscription curbside program. If Council were to choose Alternate Bid #2 (recycle carts), Sterling Heights would then divert on average 7,000 tons of material per year from curbside collection, over double the amount currently collected.

Should the bid be awarded to Rizzo Environmental as the low bid for the five-year Alternate Bid #2, the City will experience an increase in cost of $562,796 in the first year of the contract over the current cost of the expiring contract. Rizzo Environmental bid is $4,897,226 less than the next lowest bid or an average of $979,445 per year over the five-year contract. Awarding this option rather than the Alternate Bid #1 would cost the City an additional $918,698 over the five-year term of the contract.

Awarding Alternate Bid #2 rather than the Base Bid would reflect an increase of $2,833,994 over the five-year contract. If this option was selected the soonest curbside recycling service could begin is May 1, 2018, the date upon which Waste Management's exclusive license to conduct its subscription-based curbside recycling program expires.

The Solid Waste Management Commission resolved to recommend that the City Council award the bid to Rizzo Environmental Services under Alternate #2 based upon the enhanced services made available to residents at a nominal increase in cost per household.

Supplemental Information -

Attachment A is a summary of savings that could be realized under the base bid option per household. The analysis includes the incremental cost per household for Alternate #1 and Alternate #2.

Attachment B is a matrix comparing Sterling Heights costs to recent bids for comparable communities across our region. This comparison illustrates Sterling Heights will continue to payless for refuse and recycling services when compared to neighboring communities.

Low Refuse Bids
Cost to Average Homeowner

Refuse Bid Scope	Vendor	First Year Cost	Millage Rate	Low Bid Annual Homeowner Cost	Current Annual Homeowner Cost	**Annual Homeowner Savings/Increase**
Base Bid (includes recycling centers)	WM	$4,583,931	1.09	$70.50	$73.00	**($2.50)**
#1 - Base Bid + Carts	EE	$4,985,797	1.18	$76.68	$73.00	**$3.68**
#2 - Option #1 + Curbside Recycling	RE	$5,317,543	1.26	$81.79	$73.00	**$8.79**

Attachment B

COMPARABLE PRICING: The below table provides a brief summary of recently awarded refuse contracts in SE Michigan.

Annual Cost Per Unit	2016-17	Year Bid
Sterling Heights		
Base Bid	$70.50	2016
Alternate #1 (refuse cart)	$76.68	2016
Alternate #2 (refuse & recycle cart)	$81.79	2016
Livonia	$120.06	2015
No carts		
Macomb Township	$159.00	2015
All carts		
Shelby Township	$198.00	2015
All Carts		
Bloomfield Hills	$211.80	2015
All Carts		
Melvindale	$115.92	2015
All carts		
Harrison Township	$140.16	2015
All Carts		
Village of Oxford	$118.68	2015
Recycle Cart		

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 12, 2016
ITB-SH15-034: REFUSE, RECYCLABLES, AND YARD WASTE COLLECTION

BASE BID	Emterra Environmental, USA	Rizzo Environmental Services	Waste Management of Michigan
Five -year contract to include curbside collection, transportation, and disposal of waste material; curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three-city-owned recycling centers.			
2016/2017	$4,763,005.16	$4,844,161.00	$4,583,931.20
2017/2018	4,836,907.48	4,859,761.00	4,583,931.20
2018/2019	4,910,868.56	4,875,361.00	4,711,362.32
2019/2020	4,985,026.72	4,890,961.00	4,872,965.72
2020/2021	5,059,248.84	4,906,561.00	5,001,529.40
Five (5) Year Contract Grand Total - BASE BID	**$24,555,056.76**	**$24,376,805.00**	**$23,753,719.84**
2018/19 - 2020/21 Subscription Based Bi-Weekly Curbside Recycling - Annual (range)	$104.52 - $64.48	$90.00 - $60.00	$64.22 - $70.72
Incremental cost/range for the purchase of one 32, 64, or 96 gallon wheeled cart	$45.51 - $58.99	n/c	n/a

ALTERNATE BID #1	Emterra Environmental, USA	Rizzo Environemntal Services	Waste Management of Michigan
Five -year contract to include curbside collection, transportation, and disposal of waste material with madatory use of a 96, 64, or 32 gallon wheeled cart; curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three-city-owned recycling centers.			
2016/2017	$4,985,797.16	$5,113,209.00	$5,742,907.20
2017/2018	5,059,699.48	5,128,809.00	5,742,907.20
2018/2019	5,133,660.56	5,144,409.00	5,911,730.32
2019/2020	5,207,818.72	5,160,009.00	6,094,029.72
2020/2021	5,282,040.84	5,175,609.00	6,284,681.40
Five (5) Year Contract Grand Total - ALTERNATE BID #1	**$25,669,016.76**	**$25,722,045.00**	**$29,776,255.84**
2018/19 - 2020/21 Bi-Weekly Curbside Recyclable-Subscription based (range)	$104.52 - $64.48	$90.00 - $60.00	$64.22 - $70.72
Incremental cost/range for the purchase of one 32, 64, or 96 gallon wheeled cart	$45.51 - $58.99	$65.00 - $75.00	$78.00 - $88.40

ALTERNATE BID #2	Emterra Environmental, USA	Rizzo Environemntal Services	Waste Management of Michigan
Five -year contract to include curbside collection, transportation, and disposal of waste material with madatory use of a 96, 64, or 32 gallon wheeled cart; curbside collection, transportation, and disposal of yard waste; and implementation of a new mandatory bi-weekly curbside recycling program with mandatory use of a 96, 64, or 32 gallon cart.			
2016/2017	$6,070,694.00	$5,317,543.00	$7,065,787.20
2017/2018	6,183,772.08	5,317,543.00	7,065,787.20
2018/2019	6,296,877.72	5,317,543.00	7,275,741.80
2019/2020	6,410,147.68	5,317,543.00	7,498,857.56
2020/2021	6,523,448.84	5,317,543.00	7,730,002.68
Five (5) Year Contract Grand Total - ALTERNATE BID #2	**$31,484,940.32**	**$26,587,715.00**	**$36,636,176.44**
Incremental cost/range for the purchase of one 32, 64, or 96 gallon wheeled cart	$45.51 - $58.99	$65.00 - $75.00	$78.00 - $88.40

* Republic Services submitted a "No Bid".
** Advanced Disposal Services submitted a "Non-responsive Bid"

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 12, 2016
ITB-SH15-034: REFUSE, RECYCLABLES, AND YARD WASTE COLLECTION

BASE BID	Emterra Environmental, USA	Rizzo Environmental Services	Waste Management of Michigan
Three-year contract extension to include curbside collection, transportation, and disposal of waste material; curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three-city-owned recycling centers.			
2021/2022	$5,133,553.12	$5,029,649.04	$5,253,104.72
2022/2023	5,208,057.08	5,029,649.04	5,526,969.32
2023/2024	5,282,625.00	5,029,649.04	5,794,818.52
Three (3) Year Contract Extension Grand Total - BASE BID	**$15,624,235.20**	**$15,088,947.12**	**$16,574,892.56**
2021/22 - 2023/24 Subscription Based Bi-Weekly Curbside Recycling - Annual (range)	$109.30 - $67.56	$95.00 - $65.00	$74.36 - $81.90
Incremental cost/range for the purchase of one 32, 64, or 96 gallon wheeled cart	$49.01 - $61.68	n/c	n/a

ALTERNATE BID #1	Emterra Environmental, USA	Rizzo Environemntal Services	Waste Management of Michigan
Three-year contract extension to include curbside collection, transportation, and disposal of waste material with madatory use of a 96, 64, or 32 gallon wheeled cart; curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three-city-owned recycling centers.			
2021/2022	$5,356,345.12	$5,319,393.04	$6,598,344.72
2022/2023	5,430,849.08	5,319,393.04	6,913,601.32
2023/2024	5,505,417.00	5,319,393.04	7,264,234.52
Three (3) Year Contract Extension Grand Total - ALTERNATE BID #1	**$16,292,611.20**	**$15,958,179.12**	**$20,776,180.56**
2021/22 - 2023/24 Bi-Weekly Curbside Recyclable-Subscription based (range)	$109.30 - $67.56	$95.00 - $65.00	$74.36 - $81.90
Incremental cost/range for the purchase of one 32, 64, or 96 gallon wheeled cart	$49.01 - $61.68	$65.00 - $75.00	$93.60 - $96.20

ALTERNATE BID #2	Emterra Environmental, USA	Rizzo Environemntal Services	Waste Management of Michigan
Three-year contract extension to include curbside collection, transportation, and disposal of waste material with madatory use of a 96, 64, or 32 gallon wheeled cart; curbside collection, transportation, and disposal of yard waste; and implementation of a new mandatory bi-weekly curbside recycling program with mandatory use of a 96, 64, or 32 gallon cart.			
2021/2022	$6,636,799.40	$5,533,139.04	$8,117,480.52
2022/2023	6,750,315.32	5,533,139.04	8,505,598.48
2023/2024	6,863,862.44	5,533,139.04	8,938,411.96
Three (3) Year Contract Extension Grand Total - ALTERNATE BID #2	**$20,250,977.16**	**$16,599,417.12**	**$25,561,490.96**
Incremental cost/range for the purchase of one 32, 64, or 96 gallon wheeled cart	$49.01 - $61.68	$65.00 - $75.00	$93.60 - $96.20

* Republic Services submitted a "No Bid".
** Advanced Disposal Services submitted a "Non-responsive Bid"

Please note: Bids received for three optional years (2021/2022 through 2023/2024), were not considered in the recommendation of the award of 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

ADDENDUM #2

POSTED: December 28, 2015

BID: **ITB-SH15-034: REFUSE, RECYCLABLES AND YARD WASTE COLLECTION**

DUE DATE: **TUESDAY, JANUARY 12, 2016 AT 2:30 P.M.**

ADDENDUM #2

The previously issued Addendum #1 included an EXCEL workbook representing the Bid Form.

An inaccurate byte of data and the associated formulae were erroneously embedded in the following locations:

Worksheet – **Alt. Bid #2 Sec V** - Cells A75, C75, E75, G75, I75 and K75 - 36 weeks rather than 26 weeks as the multiplier for the bi-weekly mandatory curbside.

Worksheet – **Alt. Bid #2 EXT Sec VI** - Cells A75, C75, E75 and G75 - 36 weeks rather than 26 weeks as the multiplier for the bi-weekly mandatory curbside.

Additionally, the last sub-section of the Sec V worksheet was incorrectly numbered as '9' when it should have been '8'.

These errors have been corrected. Please use the attached EXCEL workbook when completing your bid submission.

If I may be of further assistance, I may be contacted at (586) 446-2741.

James Buhlinger
Purchasing Manager

Please affirm your review and understanding of Addendum #2 by signing below and including this page along with your bid documents.

Name _____ Company _____

Official bid specifications are available only at www.mitn.info or call the Office of Purchasing at 586-446-2740.

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 9, 2015

BID: **ITB-SH15-034: REFUSE, RECYCLABLES AND YARD WASTE COLLECTION**

DUE DATE: **TUESDAY, DECEMBER 22, 2015 AT 2:30 P.M.**

ADDENDUM #1

During the Pre-Bid meeting held on Wednesday, December 2, 2015 at 10:00 a.m., the following questions were asked. Several of the questions were answered during the Pre-Bid meeting. All questions (answered and unanswered) are addressed below. These questions have been stated in order of the page number in which they appear in the Invitation to Bid.

Question #1 – Page 2 – GENERAL CONDITIONS - *"The City is not to be held responsible for, and will not pay, any fuel surcharges during the term of the contract."* Is this accurate?
Answer #1 – No. This statement is included as a 'General Condition' in every invitation-to-bid the City issues. For purposes of this ITB, this condition is not applicable and is superseded by language included within the FUEL ADJUSTMENT CLAUSE on pages 27 – 29. Please disregard this General Condition.

Question #2 – Page 3 – GENERAL CONDITIONS - *"Unless otherwise stated, all contracts for services are subject to additions, reductions, and/or termination at the sole discretion of the City and without prior notice by the City".* Is this correct?
Answer #2 – No. Again, this statement is included as a 'General Condition' in every invitation-to-bid that is issued by the City. For purposes of this ITB, this condition is not applicable. The contract that will be executed between the successful bidder and the city of Sterling Heights will serve as the primary guiding document with more specific termination verbiage. Please disregard this General Condition.

Question #3 – Page 5 – BID SUBMISSION INSTRUCTIONS – *"ITB-SH15-034: Refuse, Recyclables and Yard Waste Collection, Date Due: Tuesday, December 22, 2015 at 2:30 p.m."* This is a short term turn around for a project of this scope. Will the City extend the due date until after the first of the year?
Answer #3– Yes. Prompted by the discussion at the Pre-Bid meeting, the due date for bids has been moved to Tuesday, January 12, 2016 at 2:30 pm.

Question #4 – Page 11 – SCOPE - *"The City reserves the right to discontinue mechanical dumpster pick-ups from any of the above-described locations at any time during the term of the contract."* Please explain the need for this language.
Answer #4 – Presently, the bid form indicates there are approximately 100 Commercial (curbside & off-road pick-ups). The reason this language exists is because those commercial locations have the ability to contract with whomever they wish for refuse removal. This number could therefore change at any time without any influence from or action by the City.

Question #5 – PAGE 11 – SCOPE – *"In addition, 5,200 condominium units receive weekly collection of refuse."* Would it be possible to get a listing of the condominiums currently being serviced?
Answer #5– Yes. That list has been compiled and is attached. Please see Attachment A.

Question #6 – Page 11 – DETERMINATION OF RESIDENTIAL UNITS SERVICED – *"This base number will be modified to reflect the net number of water meters installed (or removed) from November 1, 2015 through April 30, 2016. This updated number shall be the number of residential units serviced effective with the commencement date of the contract May 1, 2016."* If the unit count is based off of water meters, how are units that have a shared water meter handled or accounted for such as duplexes?
Answer #6 – The numbers listed in the solicitation are representations of what we believe to be actual quantities of units to be serviced. As water meters are added or removed, detailed address information will be communicated to the Contractor. Please note: refuse and yard waste placed properly at the curb needs to be picked up by the Contractor and billed to the City accordingly notwithstanding the number of water meters reported.

Question #7 – Page 15 - PRIVATE AGREEMENTS - *"No refuse being collected under private contract with the Contractor from commercial or industrial properties or any properties not specifically delineated in the contract may be placed in, mixed with, and/or transported in the same vehicles, which are being employed to carry out the tasks outlined in the contract."* Is this true for commercial front load trucks servicing City buildings and apartments?
Answer #7 – No. Bidders may disregard this specification.

Question #8 – Page 15 - LEVEL OF SERVICE - *"Grass, leaves, brush, branches, tree trimmings, shrub clippings tied and bundled placed for collection at other than the designated yard waste/lawn debris collection period primarily during the months of December, January, February and March shall be collected by the contractor and disposed of without additional compensation."* Does this mean that bidders are required to operate compost routes 12 months per year?
Answer #8– No. The bidder must make its own evaluation regarding how to address occasional pickups outside of the normal yard waste collection season.

Question #9 – Page 17 – WHITE GOODS – *"Included as part of the weekly regular curbside refuse pick-ups and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including but not limited to household items such as stoves, refrigerators, freezers, washers, dryers, and hot water tanks in a separate truck and transport such items to a scrap metal recycling facility as opposed to a landfill."* Does the City have any historical weights for the past five years for white goods?
Answer #9 – No. The City has not maintained long-term records of white goods collected over the past five years. Notwithstanding, our records do reflect there were eleven (11) collection tickets issued for white good pickups during 2014 and only six (6) collection

tickets issued in 2015 through October 1, 2015. The pickup frequency of these items has dramatically declined due to 'scrapper' activity.

Question #10 – Page 19 (first mention) – CURBSIDE RECYLING – SUBSCRIPTION BASED – *"Bin color to be selected by the City".* Will the City consider removing that specification?
Answer #10 – No. That specification remains as stated within the solicitation. However, the City will entertain the successful bidder's color suggestions prior to any final color determination.

Question #11 – Page 19 (first mention) – INTENT– *"Weekly program of garbage/rubbish collection and disposal for its residents with mandatory use of 96, 64 or 32 gallon carts....."* Will the City consider choosing and accepting bid pricing for one size cart with an option for one alternate size cart?
Answer #11 – No. That specification remains as stated within the solicitation.

Question #12 – Page 19 - CURBSIDE RECYCLING – SUBSCRIPTION BASED – *"The Base Bid shall include costs associated with providing a 96, 64 or 32 gallon plastic, wheeled recycling bid and collection from subscribing curbside residential units on the same day as regular refuse collection pickup every other week."* Who will own the carts outlined in the services?
Answer #12 – The waste hauler will own the carts.

Question #13 – Page 20 – CURBSIDE RECYCLING – SUBSCRIPTION BASED – Set-Out and Collection of Recyclables Requirements: *"Contractor shall collect single-stream recyclable materials placed at the curb using a 96, 64, or 32 gallon plastic wheeled bins provided by the Contractor."* How will the City determine who gets what specific sized cart?
Answer #13 – Responsibility of this task shall be assumed by the awarded Contractor. The City can assist the Contractor with this task through the use of social media, City website, City Council meetings, etc.

Question #14 – Page 21 – DROP OFF RECYCLING CENTERS – *"There will be no handling, hauling, or processing fees charged to the City for any materials collected. There will be no rebate due to the City for the value of said materials collected."* Is it accurate that the City does not desire to share the value of the recyclables serviced by the hauler?
Answer #14– Yes.

Question #15 – Page 21 – DROP OFF RECYCLING CENTERS – *"The City make no guarantee as to the volume of recyclables diverted or if the Recycling Drop-off program will continue."* Does the City have any historical amounts of pulls associated with the recycling centers for the past five years?
Answer #15– Yes. That list has been compiled and is attached. Please see Attachment B.

Question #16 – Page 21 – DROP OFF RECYCLING CENTERS – *"Please complete the bid forms representing costs for the overall operational management of the City's three recycling centers during normal business hours as well as be able to respond to emergency phone calls at any time 365 days per year."* What are normal business hours?
Answer #16 – Normal business hours are 7:00 am to 4:30 pm.

Question #17 – Page 24 – SUPERVISORY PERSONNEL – *"The Contractor must provide at least two (2) resident field supervisors during the months of April through November to supervise all work and operations to be performed under this contract."* Does

the City currently have 2 field supervisors with the current contractor?
Answer #17– Yes.

Question #18 – Page 25 – CALL CENTER SPECS - *"In order to effectively handle complaints, Contractor shall maintain a dedicated line in a call center dedicated to resolving service complaints during the term of the contract."* Is the expectation that a specific dedicated line just for Sterling Heights be implemented or can an existing 800 line be provided?
Answer #18 – No. The City has no intention of requiring the successful bidder to provide a dedicated number for use exclusively by Sterling Heights customers. An existing 800 line will meet this specification.

Question #19 – Page 26 - DISPOSAL SITES - *"The Contractor shall make all arrangements necessary for disposing of, as well as any short time storage of, all collected solid waste outside the limits of the City of Sterling Heights."* Will the City consider removing this paragraph from the bid specifications to allow for use of a transfer station?
Answer #19 – No. This specification remains as stated within the solicitation.

Question #20 – Page 28 - FUEL ADJUSTMENT CLAUSE - *"The number of hours will be multiplied by three gallons to verify the approximate total number of gallons of fuel used during each month of service."* The three gallons is not an accurate representation. Will the City consider modifying this number?
Answer #20– Yes. The specification has been made to adjust the number from 3 gallons to 3¼ gallons.

Question #21 – Page 29 – ALTERNATE BID #1 – *"Bidders are to include a specification for the wheeled cart they will provide as well as the incremental price of additional 96, 64 or 32 gallon carts."* With the cart options, is it the City's intent to collect all of the material placed at the curb and not limit the resident to only what fits in the cart?
Answer #21 – Although not directly stated, the intent of providing carts is for residents to deposit ALL refuse into the cart for pickup by the waste hauler. In the event there are repeated instances where refuse is placed alongside the cart (because the cart is full), it is the City's intention to cause the resident to procure another cart into which the remaining refuse will be placed. That is the reason the bid form requests the incremental cost for the purchase of one additional cart.

Question #22 – Page 30 – ALTERNATE BID #2 (Curbside Recycling Mandatory) – *"In summary, this alternate bid #2 will consist of the same scope of services set forth in* ***Alternate Bid #2****, except the subscription based curbside recycling program shall be replaced with bi-weekly recycling collection from all curbside residential units on the same day as regular collection pickup."* Within the specification, should **Alternate Bid #2** actually reference Alternate Bid #1?
Answer #22– Yes.

Question #23 – Page 32 & 66 – BID FORMS (CONT'D) – *"A bid shall be submitted that provides a per unit price reduction that would be applied to the following sections/subsections: This price reduction shall be applicable to Section I, II, III, and IV of the Bid." "Provide a unit price deduction that would be subtracted from the following subsections:"* This language on page 32 and in the bid form on page 66 requests pricing in the event legislation passes to allow yard waste/lawn debris to be disposed of in a landfill that was certified as a landfill energy production facility. Please consider removing this from the solicitation.

Answer #23 – Bidders may disregard this request. Instead, the specification on page 32 should read: "In the event that such legislation is enacted, the bidder agrees to pass through to the City any per unit cost savings realized in the following sections/subsections: This cost savings shall be applicable to Section I, II, III, and IV of the Bid."

The Bid Form on Page 69 entitled "Yard Waste Disposal in a Landfill Energy Production Facility (Supplemental Bid) should not be completed and may be omitted or left blank.

Question #24 – A request was made for copies of the pricing for the current contract.
Answer #24 – That information has been included as Attachment C.

Additionally, as discussed during the Pre-Bid meeting, I have included an EXCEL workbook representing the Bid Form. Use of the EXCEL file will ease the preparation of your bid. Please print it off and submit a hard copy with your submission on or before Tuesday, January 12, 2016.

If I may be of further assistance, I may be contacted at (586) 446-2741.

James Buhlinger
Purchasing Manager

Please affirm your review and understanding of this addendum by signing below and including this page along with your bid documents.

Name	Company

City of Sterling Heights
Condominiums receiving weekly refuse service
Source: Department of Public Works
12/8/15

Attachment A

Name	Quantity	City Section	Collection Day
Aberdeen Gardens	360	5	Friday
Aberdeen Pines	168	5	Friday
Andover Heights	231	10	Friday
Arbors North	84	5	Friday
Arbors	105	5	Friday
Avalon Woods	116	18	Thursday
Avalon Meadows	62	18	Thursday
Beaverbrooke	12	32	Monday
Bedell Road	16	20	Thursday
Birchcrest	14	7	Friday
Brookview	15	23	Tuesday
Cambridge Place	46	18	Thursday
Camelot	19	17	Thursday
Chase Run	13	20	Thursday
Chelsea Glen	40	11	Wednesday
Cornerstone	6	4	Friday
Dante Est.	21	1	Friday
Dodge Park Est.	42	27	Tuesday
Dor Sal	77	24	Monday
Fox Point	31	20	Thursday
Gateway Oaks	168	5	Friday
Glenmere	10	19	Thursday
Golfpointe	146	23	Tuesday
Greensborough	32	22	Tuesday
Gulason	121	11	Wednesday
Heather Pointe	32	12	Wednesday
Heatherwood	8	35	Monday
Heritage Pointe	67	7	Friday
Hidden Pointe	48	1	Friday
Highland Coves	93	35	Monday
Jason Meadows	24	17	Thursday
Lakeside Village	49	1	Friday
Mansfield Arms	12	32	Monday
Maple Creek	46	8	Thursday
Maple Lane Gardens	30	35	Monday
Maple Lane Greens	10	35	Monday
Marsh Creek	12	1	Friday
Meadowview Village	60	29	Tuesday
Moravian Farms	60	35	Monday
Moravian Manor	114	25	Monday
North Pointe	266	6	Friday
Nottingham Cove	180	2	Friday
Palmer Woods	30	30	Monday
Parkview	14	22	Thursday
Pendleton	96	1	Friday
Pines of Moravian	15	25	Monday
Pineway	8	23	Tuesday
Plumbrook Est.	33	23	Tuesday
Plumbrook Gardens	21	22	Thursday
Plumbrook Village	167	23	Tuesday
Plum Creek	237	24	Monday
Rammler	4	13	Wednesday
Red Run	64	35	Monday
Reflections	42	5	Friday
River Woods	80	5	Friday
Saddlebrook	82	14	Wednesday
Sterling Commons	216	10	Friday
Sterling Creek	38	24	Monday
Sterling Hunt Club	94	7	Friday
Sterling Oaks	40	36	Monday
Stonegate Manor	92	3	Friday
Stratford Village	301		Wednesday
The Coves	102	35	Monday
The Preserves	62	6	Friday
The Towns @ Orchard	74	29	Tuesday
Toussaint	13	12	Wednesday
Troy Meadows	33	29	Tuesday
Venetian Est.	27	13	Wednesday
Victory Gardens	71	20	Thursday
Village @ Vineyards	66	5	Friday
Walden Est.	48	27	Tuesday
Woodcrest	5	12	Wednesday
Woodland	12	14	Wednesday
	5,253		

City of Sterling Heights
Recycling commodity volumes - fiscal year basis
Source: Department of Public Works
12/8/15

Attachment B

		Paper (tons)	Glass (tons)	Plastic (cu yds)	Oil (gals)	Mixed Metals (lbs)
2011/12	Jul	181	14	37	1,900	2,000
	Aug	190	25	35	3,300	2,000
	Sep	170	10	28	1,900	15,540
	Oct	171	1	26	2,200	10,660
	Nov	196	20	24	2,850	31,040
	Dec	243	1	27	900	19,280
	Jan	187	11	23	1,150	15,060
	Feb	157	21	24	900	11,140
	Mar	206	9	25	1,600	23,520
	Apr	155	9	25	2,500	15,260
	May	182	21	29	2,100	19,740
	Jun	168	6	37	2,500	13,320
2012/13	Jul	151	19	17	1,600	19,180
	Aug	165	19	31	2,150	14,080
	Sept	160	10	31	2,850	23,520
	Oct	170	19	15	1,900	15,620
	Nov	184	29	29	2,100	20,060
	Dec	205	38	28	2,200	11,400
	Jan	192	17	26	900	26,260
	Feb	143	10	24	450	19,440
	Mar	105	18	18	2,283	12,700
	Apr	166	9	21	1,600	13,260
	May	153	10	24	4,150	17,120
	June	132	10	22	1,650	5,100
2013/14	July	143	10	27	1,400	23,020
	Aug	136	10	18	1,900	7,460
	Sep	110	10	21	2,650	14,340
	Oct	128	12	22	2,900	15,080
	Nov	119	9	19	1,050	4,680
	Dec	173	10	23	1,300	18,220
	Jan	129	8	10	500	16,680
	Feb	128	9	18	850	15,160
	Mar	112	13	11	300	8,680
	Apr	131	9	17	2,000	9,800
	May	132	10	24	2,325	15,720
	June	137	8	20	2,900	14,760
2014/15	July	126	9	24	1,650	16,800
	Aug	114	9	10	1,400	9,000
	Sept	114	0	11	1,000	14,900
	Oct	70	0	18	1,250	12,660
	Nov	69	12	17	325	14,120
	Dec	260	8	35	2,450	12,840
	Jan	138	10	28	600	12,100
	Feb	121	0	17	250	13,040
	Mar	99	0	37	1,300	13,860
	Apr	89	27	39	2,200	13,400
	May	94	0	36	1,400	15,500
	June	85	11	39	1,850	13,800
2015/16	July	99	0	39	2,000	13,340
	Aug	79	0	27	1,650	4,700
	Sept	89	9	26	1,450	9,660
	Oct	76	0	30	1,800	18,340
	Nov			8	1,700	
	Dec					

CITY OF STERLING HEIGHTS - SPECIFICATIONS - FIVE-YEAR CONTRACT (BASE BID)

THE UNDERSIGNED, DIRECTING THIS ITS BID TO THE CITY OF STERLING HEIGHTS, MI IN ORDER TO INDUCE CONSIDERATION OF THE AWARD OF A CERTAIN CONTRACT FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE MATERIALS INCLUDING THE SEPARATE COLLECTION OF YARD WASTE/LAWN DEBRIS FROM WITHIN AND FOR THE SAID CITY OF STERLING HEIGHTS PROPOSES AS FOLLOWS:

TO FURNISH ALL EQUIPMENT, LABOR AND SUCH OTHER INCIDENTALS AS ARE NECESSARY TO SATISFACTORILY PERFORM THE WORK AS OUTLINED IN THE FOLIO OF DOCUMENTS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION I FIVE-YEAR CONTRACT FOR REGULAR REFUSE COLLECTION AND SEPARATE YARD WASTE COLLECTION FROM MAY 1, 2010 TO APRIL 30, 2015

FOR BID TO BE CONSIDERED, BIDDER MUST INCLUDE BID FOR PARTS 1 THROUGH 6 AND 7

ADJUSTED BY PURCHASING ES

1. WEEKLY REGULAR REFUSE PICK-UP CURBSIDE EXCLUDING YARD WASTE/LAWN DEBRIS

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 1.44	$ 49680.00	$ 1.44	$ 49680.00	$ 1.47	~~50635.38~~ $ 50715.00	$ 1.50	~~51670.38~~ $ 51750.00	$ 1.53	~~52705.38~~ $ 52785.00
CONDOS & TOWNHOUSES	5,200	$ 1.44	$ 7488.00	$ 1.44	$ 7488.00	$ 1.47	~~7632.00~~ $ 7644.00	$ 1.50	~~7788.00~~ $ 7800.00	$ 1.53	~~7944.00~~ $ 7956.00
COMMERCIAL (CURBSIDE AND OFF-ROAD PICK-UPS)	100	$ 1.44	$ 144.00	$ 1.44	$ 144.00	$ 1.47	~~146.77~~ $ 147.00	$ 1.50	~~149.77~~ $ 150.00	$ 1.53	~~152.77~~ $ 153.00
		SUBTOTAL	$ 57312.00	SUBTOTAL	$ 57312.00	SUBTOTAL	~~58414.15~~ $ 58506.00	SUBTOTAL	~~59608.15~~ $ 59,700.00	SUBTOTAL	~~60802.15~~ $ 60894.00

2. WEEKLY MECHANICAL PICK-UP (REAR AND/OR FRONT DUMPSTER TYPE CONTAINER) - Apartments, Condominiums, and City Facilities

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	25	$ 3.76	$ 94.00	$ 3.76	$ 94.00	$ 3.84	$ 96.00	$ 3.91	$ 97.75	$ 3.99	$ 99.75
3 YARD CONTAINER	60	$ 5.64	$ 338.40	$ 5.64	$ 338.40	$ 5.75	$ 345.00	$ 5.87	$ 352.20	$ 5.99	$ 359.40
4 YARD CONTAINER	20	$ 7.52	$ 150.40	$ 7.52	$ 150.40	$ 7.67	$ 153.40	$ 7.82	$ 156.40	$ 7.98	$ 159.60
5 YARD CONTAINER	20	$ 9.40	$ 188.00	$ 9.40	$ 188.00	$ 9.59	$ 191.80	$ 9.78	$ 195.60	$ 9.98	$ 199.60
6 YARD CONTAINER	240	$ 11.28	$ 2707.20	$ 11.28	$ 2707.20	$ 11.51	$ 2762.40	$ 11.74	$ 2817.60	$ 11.97	$ 2872.80
8 YARD CONTAINER	15	$ 15.04	$ 225.60	$ 15.04	$ 225.60	$ 15.34	$ 230.10	$ 15.65	$ 234.75	$ 15.96	$ 239.40
		SUBTOTAL	$ 3703.60	SUBTOTAL	$ 3703.60	SUBTOTAL	$ 3778.70	SUBTOTAL	$ 3854.30	SUBTOTAL	$ 3930.55

Attachment C

3. WEEKLY COMPACTOR DUMPSTER TYPE CONTAINER

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	10	$ 12.42	$ 124.20	$ 12.42	$ 124.20	$ 12.67	$ 126.70	$ 12.92	$129.20	$ 13.18	$ 131.80
3 YARD CONTAINER	2	$ 16.55	$ 33.10	$ 16.55	$ 33.10	$ 16.88	$ 33.76	$ 17.22	$ 34.44	$ 17.56	$ 35.12
4 YARD CONTAINER	2	$ 20.98	$ 41.96	$ 20.98	$ 41.96	$ 21.40	$ 42.80	$ 21.83	$ 43.66	$ 22.26	$ 44.52
6 YARD CONTAINER	2	$ 27.60	$ 55.20	$ 27.60	$ 55.20	$ 28.15	$ 56.30	$ 28.72	$ 57.44	$ 29.29	$ 58.58
8 YARD CONTAINER	2	$ 33.12	$ 66.24	$ 33.12	$ 66.24	$ 33.78	$ 67.56	$ 34.46	$ 68.92	$ 35.15	$ 70.30
		SUBTOTAL	$ 320.70	SUBTOTAL	$ 320.70	SUBTOTAL	$ 327.12	SUBTOTAL	$333.66	SUBTOTAL	$ 340.32

4. WEEKLY ROLL-OFF CONTAINER (INCLUDE COST OF DISPOSAL FOR LOOSE REFUSE)

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-YARD CONTAINER (FOR DPW AND PARKS & GOUNDS FACILITY)	2	$ 330.00	660.00	$ 330.00	660.00	$ 337.00	674.00	$ 343.00	686.00	$ 350.00	700.00
30 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 386.00	386.00	$ 386.00	386.00	$ 394.00	394.00	$ 402.00	402.00	$ 410.00	410.00
40 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 424.00	424.00	$ 424.00	424.00	$ 432.00	432.00	$ 441.00	441.00	$ 450.00	450.00
		SUBTOTAL	$1470.00	SUBTOTAL	$1470.00	SUBTOTAL	$ 1500.00	SUBTOTAL	$1529.00	SUBTOTAL	$1560.00

5. WEEKLY - 40 YARD COMPACTOR LEASE & TRANSPORT (FOR PLASTIC BOTTLES/JUGS RECYCLING) – THREE (3) PICKUPS PER WEEK

		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
40 YARD COMPACTOR	1	$ 289.00	$ 289.00	$ 295.00	$ 301.00	$ 307.00
		X3	X3	X3	X3	X3
		SUBTOTAL $ 867.00	SUBTOTAL $ 867.00	SUBTOTAL $ 885.00	SUBTOTAL $ 903.00	SUBTOTAL $ 921.00

SECTION I CITY OF STERLING HEIGHTS - BID - FIVE-YEAR CONTRACT FOR REFUSE COLLECTION AND DISPOSAL (BASE BID)

6. SPECIAL UNROUTED COLLECTIONS

	2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
ESTIMATED 1 HOUR PER WEEK		$ PER HOUR		$ PER HOUR		$ PER HOUR		$ PER HOUR		$ PER HOUR
	SUBTOTAL	$ 99.50	SUBTOTAL	$ 99.50	SUBTOTAL	$102.00	SUBTOTAL	$104.50	SUBTOTAL	$107.00

2010/2011 TOTAL (PER WEEK)	$	63,772.80
2011/2012 TOTAL (PER WEEK) ADJUSTED BY PURCHASING	$	63,772.80
2012/2013 TOTAL (PER WEEK)	$	~~65,006.97~~ 65,098.82
2013/2014 TOTAL (PER WEEK)	$	66,424.46 ~~66,332.61~~
2014/2015 TOTAL (PER WEEK)	$	67,752.87 ~~67,661.02~~
PER WEEK TOTAL FOR 2010 THROUGH 2015	$	X 52 WEEKS/YEAR ~~326,546.21~~ 326,821.75
EQUALS CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6	$	16,994,731.00 ~~16,980,403.00~~

NOTE: BID INCLUDES SEPARATE COLLECTION OF "WHITE" GOODS AND CHRISTMAS TREES AS DESCRIBED IN SPECIFICATIONS.

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. Hess

SECTION I

CITY OF STERLING HEIGHTS - BID - FIVE-YEAR CONTRACT FOR REFUSE COLLECTION AND DISPOSAL (BASE BID)

7. WEEKLY SEPARATE CURBSIDE PICK-UP OF YARD WASTE/LAWN DEBRIS

(ACCEPTABLE CONTAINERS: LOOSE IN CANS OR IN APPROVED PAPER YARD WASTE BAGS)

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 0.73	$25185.00	$ 0.73	$25185.00	0.74	$25645.00	0.76	$26220.00	$ 0.77	$ ~~26680.00~~
CONDOS/TOWNHOUSES	1,000	$ 0.73	$ 730.00	$ 0.73	$ 730.00	0.74	$ 743.33	0.76	$ 760.00	$ 0.77	$ ~~773.33~~ 770.00
		PER WEEK SUBTOTAL	$25915.00	PER WEEK SUBTOTAL	$25915.00	PER WEEK SUBTOTAL	$ 26388.33	PER WEEK SUBTOTAL	$ 26980.00	PER WEEK SUBTOTAL	$ ~~27453.33~~

26,270.00 27,335.00

2010/2011 PER WEEK SUBTOTAL	$	25,915.00
2011/2012 PER WEEK SUBTOTAL	$	25,915.00
2012/2013 PER WEEK SUBTOTAL	$ ADJUSTED BY PURCHASING E.S.	~~26,388.33~~ 26,270
2013/2014 PER WEEK SUBTOTAL	$	26,980.00
2014/2015 PER WEEK SUBTOTAL	$ 27,335	~~27,453.33~~
PER WEEK CONTRACT TOTAL FOR 2010 THROUGH 2015	$ X 36 WEEKS/YEAR*	~~132,651.67~~ 132,415
EQUALS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION: PART 7	$	~~4,775,460~~.00 4,766,940.00

*ESTIMATED YARD WASTE/LAWN DEBRIS PERIOD FOR WHICH SEPARATE COLLECTION MAY BE DESIGNATED. MORE OR LESS WEEKS COULD BE DESIGNATED AT THE SOLE DISCRETION OF THE CITY.

NOTE: CONTRACTOR SHALL ONLY BE COMPENSATED FOR ACTUAL WEEKS DESIGNATED FOR SEPARATE COLLECTION WHICH IS ESTIMATED TO BE 36 WEEKS/YEAR FROM APPROXIMATELY THE FIRST WEEK IN APRIL THROUGH THE END OF THE LAST WEEK IN NOVEMBER EACH YEAR.

BID - CONTRACT GRAND TOTAL FOR SECTION I

CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 (FROM PAGE 29)	$	~~16,980,403.00~~ 16,994,731.00
CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION (FROM PART 7 ABOVE)	$ ADJUSTED BY PURCHASING E.S.	~~4,775,460.00~~ 4,766,940.00
CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 PLUS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION FOR PART: 7 — EQUALS CONTRACT GRAND TOTAL FOR SECTION I	$	~~21,755,863.00~~ 21,761,671.00

COMPANY NAME: Waste Management of Michigan, Inc.

AUTHORIZED SIGNATURE: Jeff M. Hamm

CITY OF STERLING HEIGHTS - PROPOSAL BID - FIVE-YEAR CONTRACT (ALTERNATE BID)

THE UNDERSIGNED, DIRECTING THIS ITS BID TO THE CITY OF STERLING HEIGHTS, MI IN ORDER TO INDUCE CONSIDERATION OF THE AWARD OF A CERTAIN CONTRACT FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE MATERIALS INCLUDING THE SEPARATE COLLECTION OF YARD WASTE/LAWN DEBRIS, AND SEPARATE COLLECTION OF CURBSIDE RECYCLABLE MATERIALS FROM WITHIN AND FOR THE SAID CITY OF STERLING HEIGHTS PROPOSES TO FURNISH ALL EQUIPMENT, LABOR AND SUCH OTHER INCIDENTALS AS ARE NECESSARY TO SATISFACTORILY PERFORM THE WORK AS OUTLINED IN THE FOLIO OF DOCUMENTS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION II

FIVE-YEAR CONTRACT FOR REGULAR REFUSE COLLECTION, SEPARATE YARD WASTE COLLECTION, AND SEPARATE COLLECTION OF CURBSIDE RECYCLABLE MATERIALS FROM MAY 1, 2010 TO APRIL 30, 2015

FOR BID TO BE CONSIDERED, BIDDER MUST INCLUDE BID FOR PARTS 1 THROUGH 6, 7, AND 8

1. WEEKLY REGULAR REFUSE PICK-UP CURBSIDE EXCLUDING YARD WASTE/LAWN DEBRIS

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 1.44	$49680.00	$ 1.44	$49680.00	$ 1.47	~~$50635.38~~ 50715.00	$ 1.50	~~51670.38~~ 51750.00	1.53	~~52705.38~~ 52725.00
CONDOS & TOWNHOUSES	5,200	$ 1.44	$ 7488.00	$ 1.44	$ 7488.00	$ 1.47	$ ~~7632.00~~ 7644.00	$ 1.50	$ ~~7788.00~~ 7800.00	$ 1.53	$ ~~7944.00~~ 7956.00
COMMERCIAL (CURBSIDE AND OFF-ROAD PICK-UPS)	100	$ 1.44	$ 144.00	$ 1.44	$ 144.00	$ 1.47	$ ~~146.77~~ 147.00	$ 1.50	$ ~~149.77~~ 150.00	$ 1.53	153.00 ~~152.77~~
		SUBTOTAL	$57312.00	SUBTOTAL	$57312.00	SUBTOTAL	~~$58414.15~~ 58506.00	SUBTOTAL	~~$59608.15~~ 59700.00	SUBTOTAL	~~60802.15~~ 60894.00

See Sec I for Total same as Sec I

2. WEEKLY MECHANICAL PICK-UP (REAR AND/OR FRONT DUMPSTER TYPE CONTAINER) - Apartments, Condominiums, and City Facilities

ADJUSTED BY PURCHASING

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	25	$ 3.76	$ 94.00	$ 3.76	$ 94.00	$ 3.84	$ 96.00	$ 3.91	$ 97.75	$ 3.99	$ 99.75
3 YARD CONTAINER	60	$ 5.64	$ 338.40	$ 5.64	$ 338.40	$ 5.75	$ 345.00	$ 5.87	$ 352.20	$ 5.99	$ 359.40
4 YARD CONTAINER	20	$ 7.52	$ 150.40	$ 7.52	$ 150.40	$ 7.67	$ 153.40	$ 7.82	$ 156.40	$ 7.98	$ 159.60
5 YARD CONTAINER	20	$ 9.40	$ 188.00	$ 9.40	$ 188.00	$ 9.59	$ 191.80	$ 9.78	$ 195.60	$ 9.98	$ 199.60
6 YARD CONTAINER	240	$ 11.28	$ 2707.20	$ 11.28	$ 2707.20	$ 11.51	$ 2762.40	$ 11.74	$ 2817.60	$ 11.97	$ 2872.80
8 YARD CONTAINER	15	$ 15.04	$ 225.60	$ 15.04	$ 225.60	$ 15.34	$ 230.10	$ 15.65	$ 234.75	$ 15.96	$ 239.40
		SUBTOTAL	$ 3703.60	SUBTOTAL	$ 3703.60	SUBTOTAL	$ 3778.70	SUBTOTAL	$ 3854.30	SUBTOTAL	$ 3930.55

3. WEEKLY COMPACTOR DUMPSTER TYPE CONTAINER

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	10	$ 12.42	$ 124.20	$ 12.42	$ 124.20	$ 12.67	$ 126.70	$ 12.92	$ 129.20	$ 13.18	$ 131.80
3 YARD CONTAINER	2	$ 16.55	$ 33.10	$ 16.55	$ 33.10	$ 16.88	$ 33.76	$ 17.22	$ 34.44	$ 17.56	$ 35.12
4 YARD CONTAINER	2	$ 20.98	$ 41.96	$ 20.98	$ 41.96	$ 21.40	$ 42.80	$ 21.83	$ 43.66	$ 22.26	$ 44.52
6 YARD CONTAINER	2	$ 27.60	$ 55.20	$ 27.60	$ 55.20	$ 28.15	$ 56.30	$ 28.72	$ 57.44	$ 29.29	$ 58.58
8 YARD CONTAINER	2	$ 33.12	$ 66.24	$ 33.12	$ 66.24	$ 33.78	$ 67.56	$ 34.46	$ 68.92	$ 35.15	$ 70.30
		SUBTOTAL	$ 320.70	SUBTOTAL	$ 320.70	SUBTOTAL	$ 327.12	SUBTOTAL	$ 333.66	SUBTOTAL	$ 340.32

4. WEEKLY ROLL-OFF CONTAINER (INCLUDE COST OF DISPOSAL FOR LOOSE REFUSE)

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-YARD CONTAINER (FOR DPW PARKS & GROUNDS FACILITY)	2	$ 330.00	660.00	$ 330.00	660.00	$ 337.00	674.00	$ 343.00	686.00	$ 350.00	700.00
30 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 386.66	386.00	$ 386.00	386.00	$ 394.00	394.00	$ 402.00	402.00	$ 410.00	410.00
40 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 424.00	424.00	$ 424.00	424.00	$ 432.00	432.00	$ 441.00	441.00	$ 450.00	450.00
		SUBTOTAL	$ 1470.00	SUBTOTAL	$ 1470.00	SUBTOTAL	$ 1500.00	SUBTOTAL	$ 1529.00	SUBTOTAL	$ 1560.00

5. WEEKLY - 40 YARD COMPACTOR LEASE & TRANSPORT (FOR PLASTIC BOTTLES/JUGS RECYCLING) – THREE (3) PICKUPS PER WEEK

		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
40 YARD COMPACTOR	1	$ 289.00	$ 289.00	$ 295.00	$ 301.00	$ 307.00
		X3	X3	X3	X3	X3
		SUBTOTAL $ 867.00	SUBTOTAL $ 867.00	SUBTOTAL $ 885.00	SUBTOTAL $ 903.00	SUBTOTAL $ 921.00

SECTION II CITY OF STERLING HEIGHTS - BID - FIVE-YEAR CONTRACT FOR REFUSE COLLECTION AND DISPOSAL AND CURBSIDE RECYCLING (ALTERNATE BID)

6. SPECIAL UNROUTED COLLECTIONS

	2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
ESTIMATED 1 HOUR PER WEEK		$ PER HOUR		$ PER HOUR		$ PER HOUR		$ PER HOUR		$ PER HOUR
	SUBTOTAL	$ 99.50	SUBTOTAL	$ 99.50	SUBTOTAL	$ 102.00	SUBTOTAL	$ 104.50	SUBTOTAL	$ 107.00

2010/2011 TOTAL (PER WEEK)	$	63,772.80
2011/2012 TOTAL (PER WEEK)	$	63,772.80
2012/2013 TOTAL (PER WEEK)	$	~~65,006.97~~ 65,098.82
2013/2014 TOTAL (PER WEEK)	$	~~66,332.61~~ 66,424.46
2014/2015 TOTAL (PER WEEK)	$	~~67,661.02~~ 67,752.87
PER WEEK TOTAL FOR 2010 THROUGH 2015	$	X 52 WEEKS/YEAR ~~326,546.21~~ 326,821.75
EQUALS CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6	$	16,994,731.00 ~~16,980,403.00~~

NOTE: BID INCLUDES SEPARATE COLLECTION OF "WHITE" GOODS AND CHRISTMAS TREES AS DESCRIBED IN SPECIFICATIONS.

ADJUSTED BY PURCHASING
E.S.

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. [illegible]

SECTION II CITY OF STERLING HEIGHTS – BID - FIVE-YEAR CONTRACT FOR REFUSE COLLECTION AND DISPOSAL AND CURBSIDE RECYCLING (ALTERNATE BID)

7. WEEKLY SEPARATE CURBSIDE PICK-UP OF YARD WASTE/LAWN DEBRIS (ACCEPTABLE CONTAINERS: LOOSE IN CANS OR IN APPROVED PAPER YARD WASTE BAGS)

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 0.73	$25185.00	$ 0.73	$ 25185.00	0.74	$25645.00	0.76	$26220.00	$ 0.77	~~$26680.00~~ 26,565.00
CONDOS/TOWNHOUSES	1,000	$ 0.73	$ 730.00	$ 0.73	$ 730.00	0.74	$ ~~743.33~~ 740.00	0.76	$ 760.00	$ 0.77	$ ~~773.33~~ 770.00
		PER WEEK SUBTOTAL	$25915.00	PER WEEK SUBTOTAL	$ 25915.00	PER WEEK SUBTOTAL	$~~26388.33~~ 26,270.00	PER WEEK SUBTOTAL	$26980.00	PER WEEK SUBTOTAL	$~~27453.33~~ 27,335.00

2010/2011 PER WEEK SUBTOTAL	$		25,915.00
2011/2012 PER WEEK SUBTOTAL	$		25,915.00
2012/2013 PER WEEK SUBTOTAL	$		~~26,388.33~~ 26,270.00
2013/2014 PER WEEK SUBTOTAL	$ ADJUSTED BY PURCHASING ES.		26,980.00
2014/2015 PER WEEK SUBTOTAL	$		~~27,453.33~~ 27,335.00
PER WEEK CONTRACT TOTAL FOR 2010 THROUGH 2015	$	X 36 WEEKS/YEAR*	~~132,651.67~~ 132,415.00
EQUALS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION: PART 7	$		~~4,755,460.00~~ 4,766,940.00

*ESTIMATED YARD WASTE/LAWN DEBRIS TIME PERIOD FOR WHICH SEPARATE COLLECTION MAY BE DESIGNATED. MORE OR LESS WEEKS COULD BE DESIGNATED AT THE SOLE DISCRETION OF THE CITY.

NOTE: CONTRACTOR SHALL ONLY BE COMPENSATED FOR ACTUAL WEEKS DESIGNATED FOR SEPARATE COLLECTION WHICH IS ESTIMATED TO BE 36 WEEKS/YEAR FROM APPROXIMATELY THE FIRST WEEK IN APRIL THROUGH THE END OF THE LAST WEEK IN NOVEMBER EACH YEAR.

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. [illegible]

WM

SECTION II CITY OF STERLING HEIGHTS – BID - FIVE-YEAR CONTRACT FOR REFUSE COLLECTION AND DISPOSAL AND CURBSIDE RECYCLING (ALTERNATE BID)

8. WEEKLY COLLECTION OF CURBSIDE RECYCLABLE MATERIALS

		2010/2011		2011/2012		2012/2013		2013/2014		2014/2015	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 0.47	16,215.00 ~~$16241.54~~	$ 0.50	17250 ~~$17117.31~~	$ 0.52	17940 ~~$17993.08~~	$ 0.55	18975 ~~$18948.46~~	$ 0.58	20010.00 ~~$19983.46~~
CONDOS/ TOWNHOUSES	5,200	$ 0.47	$ ~~2448.00~~ 2444.00	$ 0.50	$ ~~2580.00~~ 2600.00	$ 0.52	$ ~~2712.00~~ 2704.00	$ 0.55	$ ~~2856.00~~ 2860	$ 0.58	$ ~~3012.00~~ 3016.00
		SUBTOTAL	$ ~~18689.54~~ 18,659.00 +	SUBTOTAL	$ ~~19697.31~~ 19,850.00 *	SUBTOTAL	$ ~~20705.08~~ 20,644.00 *	SUBTOTAL	$ ~~21804.46~~ 21,835 *	SUBTOTAL	$ ~~22995.46~~ 23,026 *

2010/2011 PER WEEK SUBTOTAL	$		~~18,689.54~~
2011/2012 PER WEEK SUBTOTAL	$		~~19,697.31~~
2012/2013 PER WEEK SUBTOTAL	$		~~20,705.08~~
2013/2014 PER WEEK SUBTOTAL	ADJUSTED BY PURCHASING		~~21,804.46~~
2014/2015 PER WEEK SUBTOTAL	$ E.S.		~~22,995.46~~
PER WEEK CONTRACT TOTAL FOR 2010 THROUGH 2015	$	X 52 WEEKS/YEAR*	~~103,891.85~~ 104,014.00 *
EQUALS CONTRACT TOTAL FOR ALTERNATE BID TO OBTAIN PRICING FOR COMPREHENSIVE SINGLE-STREAM CURBSIDE RECYCLING – PART 8	$		~~5,402,376.00~~ 5,408,728 *

BID – ALTERNATE BID GRAND TOTAL

CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 (FROM PAGE 29)	$	~~16,980,403.00~~	16,994,731.00
CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION (FROM PART 7 (FROM PAGE)	$	~~4,775,460.00~~	4,766,940.00
CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 PLUS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION FOR PART: 7 PLUS	$	~~5,402,376.00~~	5,408,728.00
CONTRACT TOTAL FOR COMPREHENSIVE SINGLE-STREAM CURBSIDE RECYCLING FOR PART: 8 EQUALS CONTRACT GRAND TOTAL FOR SECTION II		~~27,158,239.00~~	27,170,399.00 *

COMPANY NAME: Waste Management of Michigan, Inc.

AUTHORIZED SIGNATURE: Jeff McHan

CITY OF STERLING HEIGHTS - BID

THE UNDERSIGNED, DIRECTING THIS ITS BID TO THE CITY OF STERLING HEIGHTS, MI FOR OPTIONAL THREE-YEAR EXTENSION OF CONTRACT FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE MATERIALS INCLUDING THE SEPARATE COLLECTION OF YARD WASTE/LAWN DEBRIS FROM WITHIN AND FOR THE SAID CITY OF STERLING HEIGHTS PROPOSES AS FOLLOWS:

TO FURNISH ALL EQUIPMENT, LABOR AND SUCH OTHER INCIDENTALS AS ARE NECESSARY TO SATISFACTORILY PERFORM THE WORK AS OUTLINED IN THE FOLIO OF DOCUMENTS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION III OPTION TO EXTEND CONTRACT TERM OF BASE BID FOR AN ADDITIONAL THREE-YEARS UNDER THE SAME TERMS AND CONDITIONS

FOR BID TO BE CONSIDERED, BIDDER MUST INCLUDE BID FOR PARTS 1 THROUGH 6 AND 7

1. WEEKLY REGULAR REFUSE PICK-UP CURBSIDE EXCLUDING YARD WASTE/LAWN DEBRIS

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 1.57	54,165.00 $ ~~54286.55~~	$ 1.62	55,890.00 $ ~~55915.14~~	$ 1.67	~~57592.60~~ 57,615.00
CONDOS/ TOWNHOUSES	5,200	$ 1.57	$ ~~8182.32~~ 8164.00	$ 1.62	$ ~~8427.79~~ 8424.00	$ 1.67	$ ~~8680.62~~ 8684.00
COMMERCIAL (CURBSIDE AND OFF-ROAD PICK-UPS)	100	$ 1.57	$ 157.00	$ 1.62	$ 162.00	$ 1.67	$ ~~166.94~~ 167.00
		SUBTOTAL	$ ~~62626.22~~ 62,486.00	SUBTOTAL	$ ~~64505.01~~ 64,476.00	SUBTOTAL	$ ~~66440.16~~ 66,466.00

2. WEEKLY MECHANICAL PICK-UP (REAR AND/OR FRONT DUMPSTER TYPE CONTAINER) - Apartments, Condominiums, and City Facilities

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	25	$ 4.11	$ 102.75	$ 4.23	$ 105.75	$ 4.36	$ 109.00
3 YARD CONTAINER	60	$ 6.17	$ 370.20	$ 6.35	$ 381.00	$ 6.55	$ 393.00
4 YARD CONTAINER	20	$ 8.22	$ 164.40	$ 8.47	$ 169.40	$ 8.72	$ 174.40
5 YARD CONTAINER	20	$ 10.28	$ 205.60	$ 10.59	$ 211.80	$ 10.91	$ 218.20
6 YARD CONTAINER	240	$ 12.33	$ 2958.30	$ 12.70	$ 3048.00	$ 13.08	$ 3139.20
8 YARD CONTAINER	15	$ 16.44	$ 246.60	$ 16.93	$ 253.95	$ 17.44	$ 261.60
		SUBTOTAL	$ ~~4048.47~~ 4048.75	SUBTOTAL	$ ~~4169.92~~ 4169.90	SUBTOTAL	$ ~~4295.02~~ 4295.40

ADJUSTED BY PURCHASING
E.S.

SECTION III

CITY OF STERLING HEIGHTS – BID – CITY'S OPTION TO EXTEND CONTRACT TERM OF BASE BID FOR AN ADDITIONAL THREE YEARS UNDER THE SAME TERMS AND CONDITIONS

3. WEEKLY COMPACTOR DUMPSTER TYPE CONTAINER

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	10	$ 13.58	$ 135.80	$ 13.98	$ 139.80	$ 14.40	$ 144.00
3 YARD CONTAINER	2	$ 18.09	$ 36.18	$ 18.63	$ 37.26	$ 19.19	$ 38.38
4 YARD CONTAINER	2	$ 22.93	$ 45.86	$ 23.62	$ 47.24	$ 24.32	$ 48.64
6 YARD CONTAINER	2	$ 30.17	$ 60.34	$ 31.07	$ 62.14	$ 32.01	$ 64.02
8 YARD CONTAINER	2	$ 36.20	$ 72.40	$ 37.29	$ 74.58	$ 38.41	$ 76.82
		SUBTOTAL	$ ~~350.58~~ 350.58	SUBTOTAL	$ ~~361.05~~ 361.02	SUBTOTAL	$ ~~371.88~~ 371.86

ADJUSTED BY PURCHASING

E.S.

4. WEEKLY ROLL-OFF CONTAINER (INCLUDE COST OF DISPOSAL FOR LOOSE REFUSE)

		2015/2016		2016/2017		2017/2018	
	QUANTITY	UNIT PRICE	TOTAL Type only	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-YARD CONTAINER (FOR DPW AND PARKS & GROUNDS FACILITY)	2	$ 361.00	~~733.00~~ 722.00	$ 372.00	744.00	$ 383.00	766.00
30 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 422.00	422.00	$ 435.00	435.00	$ 448.00	448.00
40 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 464.00	464.00	$ 478.00	478.00	$ 492.00	492.00
		SUBTOTAL	$ 1608.00	SUBTOTAL	$ 1657.00	SUBTOTAL	$ 1706.00

5. WEEKLY - 40 YARD COMPACTOR LEASE & TRANSPORT (FOR PLASTIC BOTTLES/JUGS RECYCLING) – THREE (3) PICKUPS PER WEEK

		2015/2016		2016/2017		2017/2018	
			UNIT PRICE		UNIT PRICE		UNIT PRICE
40 YARD COMPACTOR	1		$ 316.00		$ 325.00		$ 335.00
			X3		X3		X3
		SUBTOTAL	$ 948.00	SUBTOTAL	$ 975.00	SUBTOTAL	$ 1005.00

SECTION III

CITY OF STERLING HEIGHTS – BID - OPTION TO EXTEND CONTRACT TERM OF BASE BID FOR AN ADDITIONAL THREE YEARS THROUGH MUTUAL CONSENT, UNDER THE SAME TERMS AND CONDITIONS

6. SPECIAL UNROUTED COLLECTIONS

	2015/2016		2016/2017		2017/2018	
ESTIMATED 1 HOUR PER WEEK		$ PER HOUR		$ PER HOUR		$ PER HOUR
	SUBTOTAL	$109.50	SUBTOTAL	$ 112.00	SUBTOTAL	$114.50

ADJUSTED BY PURCHASING

E.S.

2015/2016 TOTAL (PER WEEK)	$		69,690.71	69,550.83
2016/2017 TOTAL (PER WEEK)	$		71,779.97	71,750.92
2017/2018 TOTAL (PER WEEK)	$		73,932.55	73,958.76
PER WEEK TOTAL FOR OPTIONAL THREE-YEAR BID FOR 2015 THROUGH 2018	$	X 52 WEEKS/YEAR	215,403.24	215,260.51
EQUALS CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6	$		11,200,968.26	11,193,546.52

NOTE: BID INCLUDES SEPARATE COLLECTION OF "WHITE" GOODS AND CHRISTMAS TREES AS DESCRIBED IN SPECIFICATIONS.

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. [illegible]

SECTION III

CITY OF STERLING HEIGHTS – BID – CITY'S OPTION TO EXTEND CONTRACT TERM OF BASE BID FOR AN ADDITIONAL THREE YEARS UNDER THE SAME TERMS AND CONDITIONS

7. WEEKLY SEPARATE CURBSIDE PICK-UP OF YARD WASTE/LAWN DEBRIS (ACCEPTABLE CONTAINERS: LOOSE IN CANS OR IN APPROVED PAPER YARD WASTE BAGS)

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 0.80	$ ~~27480.49~~ 27,600.00	$ 0.82	$ ~~28304.81~~ 28,290.00	0.85	$ ~~29153.96~~ 29,325.00
CONDOS/TOWNHOUSES	1,000	$ 0.80	$ ~~796.53~~ 800.00	$ 0.82	$ 820.00	0.85	$ ~~845.04~~ 850.00
		PER WEEK SUBTOTAL	$ 28276.93	PER WEEK SUBTOTAL	$ ~~29125.24~~	PER WEEK SUBTOTAL	$ ~~29999.00~~
			28,400.00		29,110.00		30,175.00

ADJUSTED BY PURCHASING
ES.

2015/2016 PER WEEK SUBTOTAL	$	28,276.93	28,400.00
2016/2017 PER WEEK SUBTOTAL	$	29,125.24	29,110.00
2017/2018 PER WEEK SUBTOTAL	$	29,999.00	30,175.00
PER WEEK CONTRACT TOTAL FOR 2015 THROUGH 2018	$	X 36 WEEKS/YEAR* 87,401.17	87,685.00
EQUALS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION: PART 7	$	3,146,442.24	3,156,660.00

ESTIMATED YARD WASTE/LAWN DEBRIS TIME PERIOD FOR WHICH SEPARATE COLLECTION MAY BE DESIGNATED. MORE OR LESS WEEKS COULD BE DESIGNATED AT THE SOLE ISCRETION OF THE CITY.

OTE: CONTRACTOR SHALL ONLY BE COMPENSATED FOR ACTUAL WEEKS DESIGNATED FOR SEPARATE COLLECTION WHICH IS ESTIMATED TO BE 36 WEEKS/YEAR FROM PPROXIMATELY THE FIRST WEEKIN APRIL THROUGH THE END OF THE LAST WEEK IN NOVEMBER EACH YEAR.

ID – OPTION TO EXTEND BASE BID GRAND TOTAL

CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 (FROM PAGE 29)	$	11,200,968.26	11,193,546.52
CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION (FROM PART 7 ABOVE)	$	3,146,442.24	3,156,660.00
CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 PLUS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION FOR PART: 7 ----- EQUALS CONTRACT GRAND TOTAL FOR SECTION III	$	14,347,410.49	14,350,206.52

OMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. Harris

THE UNDERSIGNED, DIRECTING THIS ITS BID TO THE CITY OF STERLING HEIGHTS, MI IN ORDER TO INDUCE CONSIDERATION OF THE AWARD OF A CERTAIN CONTRACT FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE MATERIALS INCLUDING THE SEPARATE COLLECTION OF YARD WASTE/LAWN DEBRIS, AND SEPARATE COLLECTION OF CURBSIDE RECYCLABLE MATERIALS FROM WITHIN AND FOR THE SAID CITY OF STERLING HEIGHTS PROPOSES AS FOLLOWS:

TO FURNISH ALL EQUIPMENT, LABOR AND SUCH OTHER INCIDENTALS AS ARE NECESSARY TO SATISFACTORILY PERFORM THE WORK AS OUTLINED IN THE FOLIO OF DOCUMENTS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION IV OPTION TO EXTEND CONTRACT TERM OF ALTERNATE BID FOR AN ADDITIONAL THREE-YEARS UNDER THE SAME TERMS AND CONDITIONS

FOR BID TO BE CONSIDERED, BIDDER MUST INCLUDE BID FOR PARTS 1 THROUGH 6, 7, AND 8

1. WEEKLY REGULAR REFUSE PICK-UP CURBSIDE EXCLUDING YARD WASTE/LAWN DEBRIS

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 1.57	$ ~~54286.55~~	$ 1.62	$~~55915.14~~	$ 1.67	$~~57592.60~~
CONDOS/ TOWNHOUSES	5,200	$ 1.57	$ ~~8182.32~~	$ 1.62	$ ~~8427.79~~	$ 1.67	$ ~~8680.62~~
COMMERCIAL (CURBSIDE AND OFF-ROAD PICK-UPS)	100	$ 1.57	$ 157.35 62,486.00	$ 1.62	$ 162.07 64,476.00	$ 1.67	$ 166.94 66,466.00
		SUBTOTAL	$~~62626.22~~	SUBTOTAL	$~~64505.01~~	SUBTOTAL	$~~66440.16~~

see sect III for same figures

2. WEEKLY MECHANICAL PICK-UP (REAR AND/OR FRONT DUMPSTER TYPE CONTAINER) - Apartments, Condominiums, and City Facilities

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	25	$ 4.11	$ 102.74	$ 4.23	$ ~~105.82~~	$ 4.36	$ 109.00
3 YARD CONTAINER	60	$ 6.17	$ ~~370.18~~	$ 6.35	$ ~~381.29~~	$ 6.55	$ ~~392.73~~
4 YARD CONTAINER	20	$ 8.22	$ ~~164.39~~	$ 8.47	$ ~~169.32~~	$ 8.72	$ 174.40
5 YARD CONTAINER	20	$ 10.28	$ ~~205.59~~	$ 10.59	$ ~~211.76~~	$ 10.91	$ ~~218.11~~
6 YARD CONTAINER	240	$ 12.33	$ ~~2958.98~~	$ 12.70	$ ~~3047.75~~	$ 13.08	$ ~~3139.19~~
8 YARD CONTAINER	15	$ 16.44	$ ~~246.58~~	$ 16.93	$ ~~253.98~~	$ 17.44	$ 261.60
		SUBTOTAL	$ ~~4048.47~~ 4048.75	SUBTOTAL	$ ~~4169.92~~ 4169.90	SUBTOTAL	~~$4295.02~~ 4295.40

see sect III for same figures

ADJUSTED BY PURCHASING
E.S.

SECTION IV.

CITY OF STERLING HEIGHTS - BID - OPTION TO EXTEND CONTRACT TERM OF ALTERNATE BID FOR AN ADDITIONAL THREE-YEARS UNDER THE SAME TERMS AND CONDITIONS

3. WEEKLY COMPACTOR DUMPSTER TYPE CONTAINER

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2 YARD CONTAINER	10	$ 13.58	$ ~~135.75~~	$ 13.98	$ ~~139.83~~	$ 14.40	$ ~~144.02~~
3 YARD CONTAINER	2	$ 18.09	$ ~~36.17~~	$ 18.63	$ 37.26	$ 19.19	$ 38.38
4 YARD CONTAINER	2	$ 22.93	$ 45.86	$ 23.62	$ ~~47.23~~	$ 24.32	$ ~~48.65~~
6 YARD CONTAINER	2	$ 30.17	$ 60.34	$ 31.07	$ ~~62.15~~	$ 32.01	$ ~~64.01~~
8 YARD CONTAINER	2	$ 36.20	$ ~~72.41~~	$ 37.29	$ 74.58	$ 38.41	$ 76.82
		SUBTOTAL	$ ~~2350.55~~ 350.00	SUBTOTAL	$ ~~361.05~~	SUBTOTAL	$ ~~371.88~~

See Sect III for same figures

ADJUSTED BY PURCHASING E.S.

4. WEEKLY ROLL-OFF CONTAINER (INCLUDE COST OF DISPOSAL FOR LOOSE REFUSE) 361.00 371.86

		2015/2016		2016/2017		2017/2018	
	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20-YARD CONTAINER (FOR DPW AND PARKS & GROUNDS FACILITY)	2	$ 361.00	~~722.00~~ 61	$ 372.00	744.00	$ 383.00	766.00
30 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 422.00	422.00	$ 435.00	435.00	$ 448.00	448.00
40 YARD CONTAINER (AS REQUESTED FOR CLEANUPS)	1	$ 464.00	464.00	$ 478.00	478.00	$ 492.00	492.00
		SUBTOTAL	$ 1608.00	SUBTOTAL	$ 1657.00	SUBTOTAL	$ 1706.00

5. WEEKLY - 40 YARD COMPACTOR LEASE & TRANSPORT (FOR PLASTIC BOTTLES/JUGS RECYCLING) – THREE (3) PICKUPS PER WEEK

		2015/2016		2016/2017		2017/2018	
			UNIT PRICE		UNIT PRICE		UNIT PRICE
40 YARD COMPACTOR	1		$ 316.00		$ 325.00		$ 335.00
			X3		X3		X3
		SUBTOTAL	$ 948.00	SUBTOTAL	$ 975.00	SUBTOTAL	$ 1005.00

SECTION IV

CITY OF STERLING HEIGHTS - BID - OPTION TO EXTEND CONTRACT TERM OF ALTERNATE BID FOR AN ADDITIONAL THREE-YEARS UNDER THE SAME TERMS AND CONDITIONS

6. SPECIAL UNROUTED COLLECTIONS

	2015/2016		2016/2017		2017/2018	
ESTIMATED 1 HOUR PER WEEK		$ PER HOUR		$ PER HOUR		$ PER HOUR
	SUBTOTAL	$ 109.50	SUBTOTAL	$ 112.00	SUBTOTAL	$ 114.50

2015/2016 TOTAL (PER WEEK)	$	69,690.71	69,550.83
2016/2017 TOTAL (PER WEEK)	$	71,779.97	71,750.92
2017/2018 TOTAL (PER WEEK)	$	73,932.55	73,958.76
PER WEEK TOTAL FOR OPTIONAL THREE-YEAR BID 2015 THROUGH 2018	$	X 52 WEEKS/YEAR 215,403.24	215,260.51
EQUALS CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6	$	11,200,968.26	11,193,546.52

NOTE: BID INCLUDES SEPARATE COLLECTION OF "WHITE" GOODS AND CHRISTMAS TREES AS DESCRIBED IN SPECIFICATIONS.

ADJUSTED BY PURCHASING
E.S.

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. Hamm

SECTION IV

CITY OF STERLING HEIGHTS - BID - OPTION TO EXTEND CONTRACT TERM OF ALTERNATE BID FOR AN ADDITIONAL THREE-YEARS UNDER THE SAME TERMS AND CONDITIONS

7. WEEKLY SEPARATE CURBSIDE PICK-UP OF YARD WASTE/LAWN DEBRIS (ACCEPTABLE CONTAINERS: LOOSE IN CANS OR IN APPROVED PAPER YARD WASTE BAGS)

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 0.80	$ ~~27480.40~~ 27,600.00	$ 0.82	$ ~~28304.81~~ 28,290.00	0.85	$ ~~29153.96~~ 29,325.00
CONDOS/TOWNHOUSES	1,000	$ 0.80	$ ~~796.53~~ 800.00	$ 0.82	$ ~~820.43~~ 820.00	0.85	$ ~~845.05~~ 850.00
		PER WEEK SUBTOTAL	~~28276.93~~ $ 28,400	PER WEEK SUBTOTAL	~~29125.24~~ $ 29,110.00	PER WEEK SUBTOTAL	~~29999.00~~ $ 30,175.00

ADJUSTED BY PURCHASING

E.S.

2015/2016 PER WEEK SUBTOTAL	$		~~28,276.93~~ 28,400.00
2016/2017 PER WEEK SUBTOTAL	$		~~29,125.24~~ 29,110.00
2017/2018 PER WEEK SUBTOTAL	$		~~29,999.00~~ 30,175.00
PER WEEK CONTRACT TOTAL FOR 2015 THROUGH 2018	$	X 36 WEEKS/YEAR*	87,401.17 87,685.00
EQUALS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION: PART 7	$		~~3,146,442.24~~ 3,156,660.00

*ESTIMATED YARD WASTE/LAWN DEBRIS TIME PERIOD FOR WHICH SEPARATE COLLECTION MAY BE DESIGNATED. MORE OR LESS WEEKS COULD BE DESIGNATED AT THE SOLE DISCRETION OF THE CITY.

NOTE: CONTRACTOR SHALL ONLY BE COMPENSATED FOR ACTUAL WEEKS DESIGNATED FOR SEPARATE COLLECTION WHICH IS ESTIMATED TO BE 36 WEEKS/YEAR FROM APPROXIMATELY THE FIRST WEEK IN APRIL THROUGH THE END OF THE LAST WEEK IN NOVEMBER EACH YEAR.

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. [illegible]

SECTION IV

CITY OF STERLING HEIGHTS - BID - OPTION TO EXTEND CONTRACT TERM OF ALTERNATE BID FOR AN ADDITIONAL THREE-YEARS UNDER THE SAME TERMS AND CONDITIONS

8. WEEKLY COLLECTION OF CURBSIDE RECYCLABLE MATERIALS

		2015/2016		2016/2017		2017/2018	
	QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RESIDENTIAL	34,500	$ 0.60	$ 20582.97	$ 0.61	$ 21200.45	$ 0.63	$ 21836.47
CONDOS/ TOWNHOUSES	5,200	$ 0.60	$ 3102.36	$ 0.61	$ 3195.43	$ 0.63	$ 3291.29
		SUBTOTAL	$ 23685.33	SUBTOTAL	$ 24395.89	SUBTOTAL	$ 25127.76
			23,820.00		24,217.00		25,011.00

ADJUSTED BY PURCHASING

ES.

2015/2016 PER WEEK SUBTOTAL	$		23,685.33	23,820.00
2016/2017 PER WEEK SUBTOTAL	$		24,395.89	24,217.00
2017/2018 PER WEEK SUBTOTAL	$		25,127.76	25,011.00
PER WEEK CONTRACT TOTAL FOR 2015 THROUGH 2018	$	X 52 WEEKS/YEAR*	73,208.97	73,048.00
EQUALS CONTRACT TOTAL FOR ALTERNATE BID TO OBTAIN PRICING FOR COMPREHENSIVE SINGLE-STREAM CURBSIDE RECYCLING – PART 8	$		~~3,806,866.56~~	3,798,496.00

BID – OPTION TO EXTEND ALTERNATE BID GRAND TOTAL

CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 (FROM PAGE 29)	$	~~11,200,968.26~~	11,193,546.52
CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION (FROM PART 7 (FROM PAGE)	$	~~3,146,442.24~~	3,156,660.00
CONTRACT TOTAL FOR REFUSE COLLECTION FOR PARTS: 1, 2, 3, 4, 5, 6 PLUS CONTRACT TOTAL FOR SEPARATE YARD WASTE COLLECTION FOR PART: 7 PLUS	$	~~3,806,866.56~~	3,798,496.00
CONTRACT TOTAL FOR COMPREHENSIVE SINGLE-STREAM CURBSIDE RECYCLING FOR PART: 8 ----EQUALS CONTRACT GRAND TOTAL		~~18,154,277.05~~	18,148,702.52

COMPANY NAME: Waste Management of Michigan Inc.

AUTHORIZED SIGNATURE: Jeff M. Hamm

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-SH15-034

The City of Sterling Heights, Michigan is accepting sealed bids for REFUSE, RECYCLABLES, AND YARD WASTE COLLECTION until TUESDAY, DECEMBER 22, 2015 AT 2:30 P.M. in the Office of the City Clerk, 40555 Utica Road, Sterling Heights, Michigan 48313.

Specifications are available at www.mitn.info. The specifications include three (3) service options. Any bids received that deviate from the specifications will be deemed non-responsive and the bidder will be disqualified. Bid prices for all three options are mandatory in order for the bid to be considered.

A pre-bid meeting will be held on WEDNESDAY, DECEMBER 2, 2015 at 10:00 A.M. in the City Hall Council Chambers, 40555 Utica Road, Sterling Heights, Michigan, 48313.

James Buhlinger
James Buhlinger
Purchasing Manager

Office of Purchasing
(586) 446-2740

****

VII. SPECIFICATIONS

INTENT:

As part of the Base Bid, it is the intent of the City to provide a weekly program of garbage/rubbish collection and disposal for its residents as well as limited curbside collection from commercial concerns producing refuse; continue to provide a separate curbside collection of yard wastes/lawn debris from residential properties; continue a subscription-based curbside recycling program; and provide for the operation of the City's three recycling centers.

At this time, the City is also seeking two *alternative bids* to obtain pricing for the following options:

Alternate #1 – Weekly program of garbage/rubbish collection and disposal for its residents with mandatory use of 96, 64 or 32 gallon carts as well as limited curbside collection from commercial concerns producing refuse; continue to provide a separate curbside collection of yard wastes/lawn debris from residential properties; continue a subscription-based curbside recycling program; and provide for the operation of the City's three recycling centers.

Alternate #2 - Weekly program of garbage/rubbish collection and disposal for its residents with mandatory use of 96, 64 or 32 gallon carts as well as limited curbside collection from commercial concerns producing refuse; continue to provide a separate curbside collection of yard wastes/lawn debris from residential properties; implementation of a new citywide, biweekly residential curbside recycling program utilizing 96, 64 or 32 gallon carts.

Garbage/rubbish shall mean the putrescent waste from the handling, processing, storage, preparation, cooking, or disposal of food as well as all non-putrescible waste, including but not limited to such items as paper, metal cans, bottles, and other glass containers, rags, ashes, waste from minor household repairs, paper bags and sacks, boxes, packing materials, appliances, furniture, storm doors, door walls, windows, tires cut in half, toilets, bath tubs, sinks, carpets and pads, railroad ties, and fence posts or sections of fence not exceeding 3' x 8' in dimension, and other refuse from residential dwellings, some commercial establishments, and all public City buildings and facilities.

Yard wastes/lawn debris shall mean residential grass clippings, leaves, weeds, twigs, prunings, shrub clippings, garden wastes, old potting soil and dirt incidental to minor yard work, small shrubs and bushes, as well as bundled residential tree and shrub branches less than six inches (6") in diameter and no longer than five feet (5') in length.

It is not the intent of the City to render such service to industrial plants or other such establishments producing wastes commonly identified with production or processing operations except to the extent that such establishments require curbside collection of disposable garbage and rubbish in quantities and of a nature similar to those ordinarily produced in residences.

The City recognizes that it may be called upon occasionally to render a clean-up service to persons requiring removal and disposal of refuse such as would result from building, altering, or repairing operations, which service shall be provided as a special collection on the basis of the City's request at an hourly rate or portion thereof.

SCOPE:
Sterling Heights is a City with an estimated population of 132,000 having approximately 400 miles of streets within an area of 36.8 square miles.

The approximate number of single-family units serviced at the curb, once a week as of September 2015 is estimated to be 34,422. In addition, 5,200 condominium units receive weekly curbside collection of refuse.

The actual volume and tonnage of refuse, and yard waste/lawn debris collected in prior years is set forth in Exhibits 1and 2 following these Specifications.

Estimated commercial curbside and off-road pick-ups as well as the mechanical dumpster pick-ups at apartment and condominium complexes and City facilities are set forth in the bid form. Each Bidder's bid shall contain a unit price based upon these estimated quantities. The City reserves the right to discontinue mechanical dumpster pick-ups from any of the above-described locations at any time during the term of the contract.

Currently, nine (9) apartment complexes, would be allowed to continue to receive dumpster service because they have paid the City an annual fee equal to the City's cost of service plus an administration fee, less any refuse collection property taxes they pay as part of the Cost Recovery Program. How many of these apartment complexes will request and pay for continuation of the service is unknown. Nonetheless, the Contractor shall only be paid for the actual collections performed based on the unit prices bid.

The number of condominium units which receive separate yard waste/lawn debris collection is significantly less than the 5,200 receiving refuse service since the majority of condominium complexes do not generate any yard waste due to their use of private lawn care/landscape companies.

DETERMINATION OF RESIDENTIAL UNITS SERVICED:
The base number of residential units receiving curbside collection shall be 34,422. This base number will be modified to reflect the net number of water meters installed (or removed) from November 1, 2015 through April 30, 2016. This updated number shall be the number of residential units serviced effective with the commencement date of the contract May 1, 2016.

Thereafter, the number of residential units serviced for billing purposes shall be updated on the basis of new meter installs or removals as provided monthly by the Department of Public Works.

GENERAL REFUSE COLLECTION REQUIREMENTS:
The Contractor shall be required to maintain a high level of collection service. Garbage and refuse shall be collected from all containers presently in use, including cardboard boxes, paper bags, and uncovered containers. Cardboard boxes and paper bags shall be collected along with their contents as refuse. In addition, small quantities of unbundled materials, which are presently being collected, shall continue to be collected by the Contractor. If in the opinion of the Contractor the refuse placed for collection is uncollectible, the Contractor shall tag the refuse with a City-approved tag stating the reason for non-collection and notify the

City for a final determination as to the collectability of said refuse. Should the City determine the refuse to be collectible, the Contractor shall promptly return to the site and shall collect the refuse at the Contractor's own expense.

The Contractor shall also provide a separate collection of yard waste/lawn debris from curbside residential units to take place on the same day as regular refuse pick-up. The yard waste/lawn debris shall be transported to an approved and designated compost site for processing. *"Woody" or "hard" yard wastes shall be collected as part of the Separate Yard Waste Pick-Up Program during the City-designated yard waste/lawn debris collection period.*

The Contractor shall be obligated to collect all refuse placed for collection in accordance with current practices as outlined in the Specifications and/or the final contract.

EXECUTION OF CONTRACT:

The Bidder whose Bid is accepted shall be required to sign and execute a contract in a form substantially similar to the form set forth in these Specifications within ten (10) days of the date of the City's Notification of Acceptance, subject to provisions by the City Attorney in order to ensure conformity with the accepted Bid and the scope of services awarded by the City. Failure to execute the contract as specified shall result in a forfeiture of the Bid Guarantee and of all rights under the Bid.

In the event the Bidder whose Bid is accepted fails to execute the contract as specified, thereby resulting in a forfeiture of the Bid Guarantee and all rights under the Bid, the City shall have the right to award the Bid to the next qualified bidder or to reject all bids and re-advertise for bids.

RENEWAL OF CONTRACT:

The contract shall be firm and binding for a period of five (5) years starting May 1, 2016 and expiring April 30, 2021. The contract may be extended by the City of Sterling Heights, at its sole discretion, for an additional three (3) years, pursuant to the following process:

At least 120 days prior to the expiration of the fifth year, the City of Sterling Heights shall advise the Contractor whether the contract will be extended for one (1) additional three-year term through April 30, 2024.

Any extension shall be subject to the terms and conditions of the original contract, except that the bidder's pricing terms shall be as set forth in the bidder's bid for years 6, 7, and 8. Bidding for years 6, 7, and 8 is not mandatory, however, and bidders may elect not to submit bid figures for those years, in which instance pricing shall remain at Year 5 levels if the contract is extended unless lower prices are negotiated prior to the extension by the Contractor and the City of Sterling Heights.

ASSIGNMENT:

The contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the City, which consent shall not be unreasonably withheld. For purposes of the contract, a transfer of more than ten percent (10%) of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty percent (50%) of the assets of Contractor to any person without the prior written consent of the City shall be prohibited.

TERMINATION/CANCELLATION:
The City may terminate the contract upon thirty (30) days notice should the Contractor fail to perform the requirements of the contract in the manner provided.

LICENSES:
The Contractor shall furnish at its own expense all licenses required by Federal, State, or local laws necessary to operate equipment and perform the work required by the contract. Employees of said Contractor shall have all licenses and endorsements required by Federal, State, or local laws necessary to operate equipment utilized in the performance of the contract.

LEGAL:
There is attached hereto a website link to the current City Ordinance regulating refuse collection, transportation and disposal operations, and placement requirements for containers, etc. The Contractor shall be responsible for familiarizing itself with these provisions as well as all laws, Federal and State, having reference to or regulating any of the acts or operations necessary for the performance of its duties under the contract and **the laws regulating road and axle load limits. Be advised the City does have a Weighmaster - Commercial Traffic Enforcement specialty unit, which actively enforces road and axle load limits throughout the City**.

Any fines or penalties for violations of any laws, ordinances, or regulations shall be the responsibility of the Contractor and failure or neglect or refusal on the part of the Contractor to pay such fines or penalties shall be considered a breach of Contract.

The Contractor's attention in particular is called to the following:

FAIR EMPLOYMENT PRACTICES ACT:
The Contractor agrees that neither it nor its subcontractor will discriminate against any employee or applicant for employment to be employed in the performance of the contract with respect to its hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of its race, color, religion, national origin, age, gender, height, weight, familial status, marital status, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

QUALIFICATIONS FOR EMPLOYMENT:
No person under the age of 18 years shall be employed under the contract. No person whose age or physical condition is such as to make that person's employment dangerous to his or her health or safety or to the health or safety of others shall be employed under the contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they can ably perform.

NO DISCRIMINATION AGAINST PERSONS WITH DISABILITIES:
Contractor agrees that neither it nor its subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment because of a disability as defined by Public Act. No. 220 of the Public Acts of 1976, as amended, that is unrelated to

the individual's ability to perform the duties of a particular job or position. Breach of this covenant shall be regarded as a material breach of the Contract.

ROUTES:
The Contractor shall adhere to established routes and days of collection as currently exist. Requested route changes shall be submitted in writing at least 60 days in advance to the Public Works Director. Contractor shall obtain final approval in writing for proposed route changes from the Public Works Director. Route changes shall not be unreasonably denied, except that the regular refuse collection and the separate collection of yard wastes/lawn debris shall be performed on the same day.

The route changes shall be advertised in the local City paper, and mailers or flyers approved by the City shall be delivered to those properties affected by the route changes in advance of the proposed changes and at the sole cost of the Contractor.

REGULARLY SCHEDULED DAYS OF COLLECTION:
All collections contemplated under the Refuse Contract shall be scheduled for a five (5) day week between Monday and Friday except for recognized holidays and between the hours of 7:00 a.m. and 6:00 p.m. **Collection must not begin prior to 7:00 a.m.** In no case will collections be allowed on Sunday unless approval has been given in writing by the City Manager, the D.P.W. Director, or his designate of the City of Sterling Heights.

HOLIDAYS:
When the day regularly scheduled for collection falls on a holiday, collections shall be made on the day following, including Saturday, or as scheduled by the City.

Presently, there are six (6) recognized holidays:

NEW YEAR'S DAY	**LABOR DAY**
MEMORIAL DAY	**THANKSGIVING DAY**
FOURTH OF JULY	**CHRISTMAS DAY**

MULTIPLE FAMILY RESIDENCE, COMMERCIAL, AND INDUSTRIAL OFFICE COLLECTION:
Commercial/industrial establishments may receive curbside collection generally up to a maximum of one (1) cubic yard per week or approximately six (6) bags of refuse. No mechanical dumpster collection will be provided to commercial/industrial establishments or churches.

Multiple family residential properties such as apartments and condominiums **may receive mechanical dumpster collection if authorized by the City**. Curbside collection of refuse and separate yard waste collection may also be provided to these residential properties in lieu of mechanical dumpster collection if authorized by the City.

PRIVATE AGREEMENTS:
The Contractor, at its option, may privately contract with firms, individuals, or agencies for collection service beyond the scope of this contract, subject to any regulations governing private collectors generally, and provided that such operations shall not interfere with the satisfactory performance of the work required by the contract as determined by the City.

Nothing in the contract shall be construed to mean that any business, apartment complex, or industrial establishment must use the Contractor's services.

No refuse being collected under private contract with the Contractor from commercial or industrial properties or any properties not specifically delineated in the contract may be placed in, mixed with, and/or transported in the same vehicles, which are being employed to carry out the tasks outlined in the contract. Packers or other vehicles engaged in the task of collecting mixed refuse or yard waste from single family residences in the City shall not be used to collect materials from any other source unless express written permission from the City Manager or his designate is obtained. The Contractor must provide detailed monthly reports specifying the amount of refuse collected from the City contract separate from that collected from any private source.

CLOSED STREETS:
Curbside collection shall not be discontinued because of streets being closed due to construction or other reasons. The Contractor shall coordinate their operation with all other City contractors on-site, and make all such arrangements deemed necessary to carry out refuse collection services.

LEVEL OF SERVICE:
The City shall advise the Contractor as to the designated dates when the separate collection of yard waste/lawn debris is to begin and cease, which historically has been the first full week in April through the last week in November each year. The Contractor shall only be compensated for the actual weeks designated for separate collection based on the weekly unit price bid times the actual weeks the collection is approved to be performed. Grass, leaves, brush, branches, tree trimmings, shrub clippings tied and bundled placed for collection at other than the designated yard waste/lawn debris collection period primarily during the months of December, January, February, and March shall be collected by the contractor and disposed of without additional compensation.

The current Garbage and Refuse Ordinance establishes guidelines for residents as to the acceptable containers and means of placement for disposal. A website link to the ordinance is attached. **Notwithstanding any provisions contained in the Ordinance, the Contractor shall be required to collect all refuse placed for collection in keeping with existing practices as outlined in these specifications**. The City reserves the right to amend the Garbage and Refuse Ordinance without affecting the rates to be paid the Contractor provided the Contractor's obligations are not materially altered.

CONTAINERS/COLLECTION SERVICES:
The following shall be acceptable for collection:

(A) **GARBAGE:** Generally to be placed in approved refuse bags or 32 gallon maximum capacity containers of substantial construction equipped with tight-fitting lids and lifting handles and water-tight.

(B) **COMBUSTIBLE MATERIALS:** Generally, to be placed in approved refuse bags or 32 gallon maximum capacity containers of substantial construction. Cardboard containers and paper bags shall be considered part of the rubbish and shall be collected along with the contents.

(C) **NON-COMBUSTIBLE MATERIALS:** Generally, to be placed in approved refuse bags or metal or heavy plastic containers with handles for articles small enough to be contained therein, or without handles if small enough to be easily handled and strong enough to be kept intact when handled. Some non-combustible materials cannot be conveniently placed in containers. The Contractor, if within the weight and size limitations, must handle such articles, individually.

(D) **NON-CONFORMING CONTAINERS:** Non-conforming containers, such as 45-gallon containers, shall be tagged and the reason checked. The Contractor shall notify the Public Works Director or his designate by telephone within one (1) hour if collection is not made. Tags/stickers shall be provided by the Contractor and approved by the Public Works Director or his designated representative. Other methods of identifying non-conforming containers may be approved by the Public Works Director or his designate.

(E) **GARBAGE AND OTHER MATERIALS:** Garbage and combustible material may be placed in the same container provided all other requirements herein are satisfied.

(F) **WEIGHT LIMITATIONS:** Generally, the Contractor shall not be required to collect the contents of any non-mechanical container if the container and its contents weigh over 60 lbs. No single piece of refuse must be collected if it weighs over 60 lbs. except bulky items as hereinafter set forth. The Contractor will not be required to collect refuse in approved refuse bags if the contents weigh over 40 lbs.

Reasonable quantities of materials such as small stumps, car parts, dirt, building materials, bricks and concrete blocks shall be taken by the Contractor if reduced to small dimensions or placed in proper containers not exceeding weight limitations.

(G) **REAR AND/OR FRONT LOAD NON-COMPACTED TYPE CONTAINER:** Mechanical containers (dumpsters) shall be of substantial metal construction and shall be water tight and equipped with tight-fitting covers and shall have sturdy metal fittings for mechanical unloading purposes. Such containers must meet the standards of the Public Works Director as to capacity, location, compatibility with unloading equipment, and conditions of maintenance. The maximum capacity container shall be eight (8) yards.

Apartment and condominium complexes, and City facilities for which mechanical collection is **authorized by the City** are responsible for supplying approved mechanical containers for collection.

(H) **BULKY ITEMS:** Included as part of weekly regular curbside refuse pick-ups and not as a separate pay item, the Contractor shall pick up as part of the regularly-scheduled garbage and rubbish pick-up and shall deposit in the same truck or separate trucks if necessary all bulky waste items including but not limited to fixtures and furniture, storm doors, door walls and windows, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or

remodeling personally done by the homeowner which have been placed at the curb property tied or bundled in lengths of not more than five feet (5').

The Contractor shall not be required to collect engines, transmissions, or rear axles, or bulky items resulting from the homeowner's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials, or other material resulting from the repair or construction of buildings except as otherwise provided herein.

(I) **WHITE GOODS:** Included as part of weekly regular curbside refuse pick-ups and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, and hot water tanks in a separate truck and transport such items to a scrap metal recycling facility as opposed to a landfill. Generally, these household items could also include small sheds, swimming pools, garage doors, fenders, hoods of cars, etc. **The separate collection is required to be made on the same day as scheduled refuse collection.**

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibility to assure that the freon is recovered in accordance with EPA requirements from air conditioners, refrigerators, freezers, etc. before the final disposal of the appliances at a scrap metal recycler.

A written monthly report must be supplied to the City indicating the tonnage of material recycled. Any revenues associated from the recycling of the aforedescribed bulky metal items shall remain the Contractor's.

(J) **CHRISTMAS TREES:** Discarded Christmas trees shall be exempt from the size requirements and shall be separately picked up or chipped as part of the regularly-scheduled collection required by the contract and not as a separate pay item when placed out for collection during Christmas week and the following three (3) weeks. Christmas trees placed out adjacent to the mechanical containers in multi-family residential complexes shall also be separately collected for chipping. During this time period, separately collected and chipped Christmas trees shall be disposed of at a City-approved compost site and not at a landfill. No additional compensation will be provided to the Contractor for this separate curbside collection. Christmas trees placed out at any time other than the above-described period shall be collected as part of the regular refuse collection. The Contractor shall provide the City with a report regarding the volume (number) of Christmas trees disposed of by February 1 of each contract year.

(K) **YARD WASTE/LAWN DEBRIS COLLECTION:** Yard waste shall be collected on the same day as refuse. The following receptacles shall be acceptable for the separate collection of yard waste/lawn debris:

(1) Cans up to 32-gallons with handles with a "yard waste recycling" label/sticker attached. The successful bidder will provide the label/sticker to residential units. Clear plastic bags are not acceptable.

(2) Approved distinguishable paper yard waste bags up to a maximum of 32-gallon capacity for grass.

(3) 39-gallon capacity approved paper yard waste bags may be utilized for leaves and shall be collected.

(4) Acceptable yard waste/lawn debris required to be separately collected shall include the following:
- grass clippings
- weeds
- leaves
- small twigs/prunings/shrub clippings
- garden waste materials and fruit
- old potting soil
- Halloween pumpkins
- dirt incidental to minor plantings or edging of lawns
- brush, branches, tree trimmings, shrub clippings tied and bundled
- small shrubs and bushes with dirt removed from root systems

(5) The following materials/items shall be unacceptable for separate yard waste/lawn debris collection and shall be required to be collected as part of the regular refuse collection:
- animal waste
- food waste (excluding garden wastes)
- paper, metal, plastic, glass

(6) The Contractor shall not be required to pick up tree branches or logs greater than six inches (6") in diameter or longer than five feet (5') in length or large quantities of brush that are not tied or secured or are over five feet (5') in length.

(7) The Contractor shall not charge for the collection and removal of yard waste/lawn debris at condominium or multi-family complexes where landscaping services, such as lawn mowing and leaf collection, are contracted for by the condominium association or management company. Any random placement of insignificant amounts of yard waste/lawn debris at such sites shall be collected by the Contractor as incidental to the contract and without additional compensation.

(L) **20-YARD, 30-YARD, AND 40-YARD ROLL-OFF CONTAINERS:** The Contractor shall supply two (2) 20-yard roll-off containers: one at the City's D.P.W. and another at the Parks & Grounds Facility. The City shall utilize the roll-off container for disposal of loose debris from normal daily activities such as but not limited to roadside pick-ups, cleanup at City parks, municipal facilities, etc. A second 20-

yard roll-off container is to be located at the DPW facility designated as yard waste only. It is estimated that the 20-yard roll-off containers will require transporting and disposal once every week or around 52 times per year. The Contractor will only be paid the unit cost bid when transporting the container when directed by the City.

A 30-yard or 40-yard roll-off container from time to time may be required by the City to be made available by the Contractor at various sites throughout the City for park clean-ups, river clean-ups, or other similar community betterment clean-up projects.

The Contractor shall include a unit cost for the rental, transportation, and disposal of the material deposited in the above-described roll-off containers. The Contractor shall include the disposal costs for loose refuse in its unit cost bid based on the acceptance of the load by the disposal site as normal loose mixed refuse, not charged as demolition material.

(M) **WASTE CONTAINER CARE AND REPLACEMENT:** The Contractor shall exercise all reasonable care and diligence in handling containers. The City will cooperate in requiring residents, apartment and condominium complexes to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage thereto and shall replace cans in an erect position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a container(s), the Contractor shall be responsible for replacing said container(s) with one of equivalent value at Contractor's expense within 24 hours (excluding Saturdays and Sundays).

CURBSIDE RECYCLING – SUBSCRIPTION BASED

The Base Bid includes specifications for a ***voluntary, subscription based***, comprehensive, single-stream curbside recycling program. In addition to the regular weekly refuse and yard waste collection as provided for under the foregoing specifications, the Contractor shall provide a separate bi-weekly collection of comingled recyclable materials on the same day as refuse and yard waste are collected.

Costs and the billings/payments associated with this subscription based curbside recycling program will be the responsibility of the property owner.

The Base Bid shall include costs associated with providing a 96, 64 or 32 gallon plastic, wheeled recycling bin and collection from subscribing curbside residential units on the same day as regular refuse collection pickup every other week. The plastic 96, 64 or 32 gallon wheeled recycling bins are to be provided by the Contractor. Bin color to be selected by the City. These recyclable materials shall be directly transported to an approved and designated recycling center for processing (transfer is not permitted within the City unless at a site that meets all state law requirements). Contractor shall deliver all single-stream recyclables collected to a lawful Materials Recovery Facility (MRF) for recycling in order to meet the intent of this section to maximize recycling opportunities for City residents.

The City's current refuse contractor is contracted with the City to continue providing this subscription-based curbside recycling program through April 30, 2018. The City is

therefore only seeking pricing for this service starting May 1, 2018. However, in the event the current contractor exercises its option to terminate the contract upon 90 days notice, the successful bidder will be required to seamlessly continue a substantially similar curbside recycling program for the life of the contract, as directed by the City.

Set-Out and Collection of Recyclables Requirements:
Contractor shall collect single-stream recyclable materials placed at the curb using a 96, 64 or 32-gallon plastic wheeled bins provided by the Contractor.

Improperly Set-Out Recyclables:
Contractor shall affix to non-conforming recyclables, a City approved sticker or tag, stating the reason for the non-collection and immediately notify the City when collection is not made. Should the City determine the recyclable materials to be properly set-out and collectible, Contractor shall promptly return to the site and collect the recyclable materials at Contractor's expense.

Commingling Recyclables:
Contractor is prohibited from commingling recyclable with non-recyclable materials within Contractor's vehicles. Additionally, Contractor shall not deliver recyclable materials to any location other than the agreed upon Materials Recovery Facility (MRF).

The following recyclable items can be placed into the 96, 64 or 32-gallon wheeled bins to be recycled:

- Newspapers, including glossy advertisements, magazines, catalogs, telephone books, office paper, and junk mail
- Boxboard – cereal boxes, shoe boxes and similar material
- Corrugated cardboard, paper bags, and pizza boxes
- Plastic bottles and containers – plastics numbered 1, 2, 3, 4, 5, 6, and 7 are accepted, including plastic grocery bags and CD cases
- Glass bottles and jars (clear only)
- Metal cans – steel and tin
- Aluminum cans
- Kitchen cookware – clean metal pots, pans, tins, and utensils

A monthly report must be supplied to the City of Sterling Heights indicating the tonnage of material recycled.

DROP OFF RECYCLING CENTERS

The Base Bid shall also address the three (3) City-owned Recycling Centers which currently serve as drop-off sites for City residents. Each Recycling Center will be operated by the successful bidder. The City's intention is to continue to provide the Recycling Drop-Off throughout the life of the contract. The Contractor shall supply two 3-yard compactors with a 40-yard capacity container at each of the city's three (3) recycling drop off centers, for the collection and compaction of plastics and cardboard. The hoppers shall be a minimum of 7'L x 7'W x 4' D each with a keyed switch for activation and a gauge for determining capacity. Contractor shall supply safe, convenient platforms for ease of access by residents at each compactor. Hoppers are to be clearly marked with the type of material being collected. Contractor shall retain ownership of compactors and hoppers and be responsible for maintenance and repair of its equipment.

Contractor shall supply four (4) 30-yard containers at each recycle center for the separate collection of mixed metals (1), glass (1), and newspaper, inserts, junk mail, and magazines (2).

There will be no handling, hauling, or processing fees charged to the City for any materials collected. There will be no rebate due to the City for the value of said materials collected.

All containers shall be kept clean, orderly, and free of graffiti. There shall always be an empty 30-yard container available at each site, including holidays for use when needed. Extra containers may be requested during peak demand times such as the Christmas holiday. The consistent color of the compactors and containers must be approved by the Public Works Director or designee.

A monthly report shall be provided to the DPW stating the amount of materials collected at each site. Details of this report will be discussed following award.

The City makes no guarantee as to the volume of recyclables diverted or if the Recycling Drop-off Program will continue. Old newspaper, magazines, glossies, phone books, cardboard, cereal and pizza boxes, glass, plastic containers #1 - #7, and tin cans are accepted at each center seven (7) days a week. Used motor oil is only accepted at the Public Works Facility site. The following amounts of recyclable materials have been collected at the drop-off sites and removed from the waste stream in the City's last fiscal year 2014/15:

Newsprint, Magazines, Phone Books, etc.	1,378 tons
Glass	87 tons
Used Oil	15,675 gals.
Tin Cans	81 tons
Plastic Containers #1-7 including plastic grocery bags	300 tons

It is estimated that the following amounts of primary recyclable materials could be diverted from the waste stream during each contract year:

Newsprint, Magazines, Phone Books, etc.	2,000 tons
Glass	100 tons
Used Oil	20,000 gals.
Tin Cans	100 tons
Plastic Containers #1-7, including plastic grocery bags	300 tons

Please complete the bid forms representing costs for the overall operational management of the City's three recycling centers during normal business hours as well as be able to respond to emergency phone calls at any time 365 days per year. Overall operational management shall include providing personnel for monitoring of the sites, scheduling containers for removal, cycling the compactors, and keeping the areas clean and free of litter, debris and graffiti.

UNCOLLECTIBLE ITEMS AND DETERMINATION OF COLLECTIBILITY:
The Contractor shall not be required to collect refuse determined to be uncollectible or refuse from a container which is determined by the Public Works Director to be nonconforming or in

such a deteriorated condition that it is uncollectible. The Director shall follow the guidelines set forth herein in making such a determination. The Contractor shall be required to collect garbage and refuse from all containers presently in use. The final determination as to whether the container is acceptable or the refuse is collectible shall be made by the Public Works Director or his authorized representative. Anytime a container or any refuse or yard waste/lawn debris is not collected because of non-conformance to the above standards, it shall be tagged by the Contractor with City-approved tags. The Contractor must indicate on the tag/sticker the reason the collection was not made. The Contractor shall notify the City's Department of Public Works by telephone (446-2440) within one (1) hour of the time that the collection is not made. If the City is not notified within the specified time period, the Contractor shall, upon notification by the City, return to the site and collect the waste at the Contractor's own expense. If the Contractor fails to return to the site and collect the waste within 24 hours, the City may collect the refuse and deduct the City's actual cost plus 100% from payments due the Contractor by the City. In addition, the City may assess a liquidated administrative damage fee equal to $50.00 for each day that complaint is not resolved by 12:00 noon of the next day.

DETERMINATION OF CLASSIFICATION:
The City shall determine the number of units to be serviced in each classification such as single-family residential, condominiums, curbside commercial and mechanical dumpsters.

Should any unit require service more than once a week, the City shall consider each such additional service as being one additional unit serviced.

The Contractor shall have the right to appeal to the City Manager or his authorized representative for a re-determination of classifications if in the Contractor's opinion the classification is unjust. The decision of the City Manager or his authorized representative on all appeals shall be final.

FIELD RULES AND REGULATIONS:
The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

1. All waste spilled by the Contractor whether by mechanical collection or as part of curbside collections, or any spilled waste caused by wind, animals, etc. shall be picked up by the Contractor in the course of its regularly-scheduled pick-up. Each refuse truck shall be equipped at all times with a broom and shovel for this purpose.

2. Employees must be courteous. Disorderly workers shall be reassigned when requested by the City.

3. Containers must be put back and left standing upright in approximately the place from where they were picked up and placed out of the public street. If the Contractor fails to place the container(s) in an upright condition, as required by the specifications, the City may assess an administrative liquidated damage fee of $10.00 for each stop.

4. Container lids need not be replaced but must be neatly placed next to containers and not scattered.

5. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor. If the Contractor fails to do so within 24 hours of being notified to do so, then the City may do so and deduct the cost of the container and the actual cost of delivery plus 100%.

6. Collection crews shall not have alcohol or narcotic drugs in their systems, shall not be under the influence of or affected by any alcohol or drugs, nor accept remuneration of any kind from residents while performing services under the contract. Violation of this rule shall be cause for reassignment of the employee when requested by the City.

7. The Contractor shall require its employees to wear standardized company uniforms while providing services pursuant to this Contract.

8. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

EQUIPMENT STORAGE YARD AND MAINTENANCE BUILDING:
Prior to award of the contract, the Contractor shall provide evidence that an approved equipment storage yard and maintenance building is available or will be made available to service the refuse vehicles.

COLLECTION TRUCKS AND EQUIPMENT:
The Contractor shall furnish all collection trucks and equipment required for the performance of its obligation under the contract. The specific collection trucks and equipment proposed to be used by the Contractor shall be identified and included in the bidder's Bid in attachment "B", which shall be approved at the time of execution of the Contract documents. The specific collection trucks and equipment to be used shall not be changed without the City's written approval.

The Contractor shall provide a sufficient number of trucks for established routes during those periods of the year when refuse loads are at peak volume (e.g. spring, fall) to ensure that all routes are completed within the time limits set forth herein.

For this purpose, the Contractor shall provide and maintain during the entire period of the contract a fleet of collection trucks, support or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required of it by the contract. The specific collection trucks initially required for the performance of all collection and disposal services shall be submitted and approved by the City. Such approval by the City shall not preclude its right to require the Contractor to provide additional collection vehicles in order to perform the work. Sufficient equipment and personnel must be furnished to make one (1) complete collection of mixed refuse, and yard waste from all units bid each week within the hours specified.

The Contractor shall provide uniformly painted vehicles and equipment and shall maintain its vehicles and equipment in good condition at its own expense and keep said vehicles free

from objectionable odors. The vehicles/equipment shall be washed on a regular basis as reasonably determined by the Public Works Director.

Vehicles used for the collection of garbage, yard wastes/lawn debris and other such refuse producing obnoxious odors shall be water tight and covered. The Contractor shall take whatever steps are necessary to prevent the spillage of "grass juice" on City streets as part of the separate collection of yard waste/lawn debris. The Contractor is responsible for the cleanup of any such spillage as well as the washing down of City streets to dissipate objectionable odors. If the Contractor fails to clean up or wash down the streets, as requested by the City to eliminate odors caused by spillage, the City may wash down the street with the cost of same including equipment and labor being deducted in accordance with the City pick-up/clean-up charges provisions of the specifications.

Vehicles used for all waste collections must conform to all requirements of State, County, and City laws and ordinances relating to load limits. **In the event it is not possible to fully load and stay within the limitations of laws or ordinances, it shall be the responsibility of the Contractor to reduce loadings to conform thereto.**

In the event the Contractor does not have sufficient equipment available for the performance of its obligations under the contract, it shall within ten (10) days of the award of the contract produce evidence of a purchase order being placed for additional equipment to satisfy the City that additional and sufficient equipment will be available by May 1, 2016 or such other date approved by the City. If such is the case, the Bidder shall so state on its Bid.

Vehicles used in the performance of the Contractor's duties under the contract shall display on both sides of the truck cab, in figures five inches (5") in height, the assigned truck number of each vehicle and the Contractor's name and address but shall not display any advertising signs, including political signs or slogans, on the cab or body of the truck.

The Contractor shall be given a notice in writing of vehicle deficiencies. The notice shall provide for a 14-day period to correct the deficiency. A penalty of $100.00 per day per defective vehicle shall be assessed to the Contractor commencing on the 15th day after the notice of deficiency. The amount shall be deducted from payments due the Contractor by the City.

The Contractor shall secure the prior approval of the Director of Public Works before adding or removing any collection vehicle to the original fleet. The City shall have the right to require the Contractor to replace vehicles/equipment, which consistently fail to meet the requirements of these specifications.

SUPERVISORY PERSONNEL:

The Contractor must provide at least two (2) resident field supervisors during the months of April through November to supervise all work and operations to be performed under this contract. One supervisor shall be assigned for the regular refuse collection and one supervisor shall be assigned for the separate yard waste collection. The field supervisors shall have substantial experience in the management and operation of a refuse and yard waste collection system. Only one (1) resident field supervisor must be provided during the

months of December through March.

These designated supervisors shall be available at all times to accommodate the City. The supervisors shall have the power to initiate immediate action to resolve disputes and/or complaints.

CALL CENTER SPECS:

In order to effectively handle complaints, Contractor shall maintain a dedicated line in a call center dedicated to resolving service complaints during the term of the contract. Contractor shall employ sufficient customer service personnel who understand and communicate effectively in the English language (both in writing and orally) to enable the contractor to resolve complaints regarding collection service in a courteous and efficient manner. Contractor's customer service representatives shall be courteous and professional in all interaction with individuals interacting regarding complaints.

Complaints received by the Contractor's call center shall be resolved with a twenty-four (24) hour window.

Monthly detailed reports are to be provided by the Contractor to the Department of Public Works with all contacts categorized by type of complaint (i.e. refuse, yard waste, missed pick-ups, etc.), City section, complaint resolution, and other reporting criteria as captured by the Contractor and requested by the DPW.

Contractor shall include the phone number dedicated to complaint resolution in all informational materials distributed or communicated by Contractor. Contractor shall be responsible for notifying the City and all Sterling Heights customers not less than ten (10) days before the dedicated complaint line phone number is changed for any reason.

CONTACTS/COMPLAINTS RECEIVED AT THE DPW:

Any contacts/complaints taken by the Department of Public Works concerning refuse or yard waste/lawn debris pick-up shall be picked up at the DPW by the Contractor's Field Supervisor for investigation; and a written disposition of results returned to the DPW within 24 hours. All concerns shall be resolved on a daily basis. If the City determines the Contractor is at fault and the concern/complaint justified, the Contractor shall at its own expense take remedial action acceptable and satisfactory to the City.

The Contractor shall arrange to pick up such complaints at the Public Works Facility every day, Monday through Friday, by noon of that day and further agrees that every complaint shall be investigated by the Contractor and where these involve a failure to collect refuse or yard wastes/lawn debris in compliance with the contract requirements, shall make the identified collection before 12:00 noon of the next working day except that any complaint received on Friday after noon shall be resolved by noon on Saturday. There will be no exception to this rule unless the collection schedule has been altered due to holiday or unforeseen circumstances.

NON-COLLECTION DAMAGES:

For each failure to make collection from a complainant's residence in accordance with the

prescribed schedule of collections where correction of the complaint is not made by twelve o'clock noon the following day, the City may assess the Contractor the sum of fifty dollars ($50), not as a penalty but as liquidated administrative damages suffered by the City.

CITY PICK-UP/CLEANUP CHARGES:
When pick-ups are missed by the Contractor or cleanup of spilled waste is required, the City may use City forces to clean up or pick up such collections and charge the Contractor the actual cost (equipment hours, man hours, employee benefits, and dumping fees) plus 20% administrative oversight fee and deduct said amount from that month's regular payment in addition to any liquidated administrative damages.

DISPOSAL SITES:
The Contractor is responsible for providing for the disposal of mixed solid waste, yard waste/lawn debris and bulky items for the duration of the contract at site(s) which meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan as amended.

The Contractor agrees to and assumes complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of solid wastes which are or might be necessary and required of the Contractor by any authorized governmental agency. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, including the City, and to hold the City harmless from any violation there from.

The Contractor further agrees to assume responsibility for paying all disposal fees and other financial obligations for all materials collected and disposed of at the facilities provided by the Contractor with the exception of the cubic yard landfill surcharge (if any) as included in Public Act No. 451 of 1994, Sec. 11525a, as amended. **The Contractor should not include the cubic yard surcharge in its disposal cost bid but shall continue to pass through and collect the surcharge as part of its monthly bill on the basis of the monthly volume of solid waste landfilled times the seven cents per cubic yard. For the purpose of converting tons to cubic yards, the Contractor shall assume 2.55 cubic yards per ton of solid waste collected and landfilled.**

In the event that the State of Michigan, Macomb County, or other governmental unit imposes any new or increased fee, tax, or surcharge on the hauling, disposal, or processing of solid waste or recyclables, which fee, tax, or surcharge leads to an increase in the cost of providing the services set forth in the Bid, the City shall provide additional compensation to Contractor to the extent of such new or increased fee, tax, or surcharge. Similarly, if any such fee, tax, or surcharge should sunset or otherwise be eliminated, Contractor shall immediately cease any invoicing or collection of same on its monthly bills.

The Contractor shall make all arrangements necessary for disposing of, as well as any short time storage of, all collected solid waste outside the limits of the City of Sterling Heights.

The successful bidder must notify the City in writing of the location of the disposal site(s) to be used, including sites utilized for composting and recycling of material, and must furnish

evidence that the site(s) meets the requirements of all applicable laws and regulations. The Contractor shall provide the City with any applicable operating license for each of the disposal, recycling, and/or composting site(s). In the event it becomes necessary for the Contractor to change the disposal, recycling, and/or composting site(s) during the contract period, the Contractor shall be required to notify the City in writing of said change and submit documents verifying that the site(s) meet the requirements of Act No. 451 of the Public Acts of 1994, State of Michigan, as amended. A copy of the facility's license must also be submitted to the City.

PAYMENT TO CONTRACTOR:

The City shall remit to the Contractor for services rendered under the terms of the contract, within a reasonable time (normally 30 days) after completion of the work at month end, and receipt and approval of the itemized billing, the fees earned the previous month. The amount remitted to the Contractor by the City shall be the number of units serviced times the rate agreed upon in the Contract for each unit, less any liquidated damages and other authorized charges.

CONTRACTOR'S EMPLOYEES:

The Contractor shall take reasonable precautions in the selection of its employees assigned to do work under the contract to assure their honesty, courtesy, ability, physical fitness, and to assure that no solicitations are made to residents by its employees. Adequate supervision shall be furnished by the Contractor over employees at all times while working within the City.

Subject to law, the Contractor agrees to reassign any employee who in the judgment of the City is violating this provision or any other provision of the contract.

FUEL ADJUSTMENT CLAUSE:

A fuel price adjustment clause is included in the contract to avoid having volatility and uncertainty in fuel prices inflate the cost of the contract. The fuel price adjustment clause is intended to neutralize fuel costs so neither the City or the Contractor is unfairly impacted by future changes in the price of diesel fuel.

The fuel price adjustment may cause the Contractor's monthly invoice to the City for solid waste service to be adjusted up or down. Cost adjustments will be determined by the change in the average cost of fuel from the U.S. Department of Energy (DOE) Midwest regional average price during the month of November 2015 compared to the DOE Midwest average monthly price of fuel during the solid waste collection contract.

Three components will drive the monthly fuel price adjustment (FPA).

1. The average monthly price of diesel fuel during the month of November 2015 will serve as the "base fuel price" (BFP).

2. The "current fuel price" (CFP) in each successive month.

3. The historical number of "gallons of diesel fuel" (GDF) the Contractor uses each year delivering the required solid waste services divided by 12 months.

The BFP and CFP will be determined by averaging weekly diesel cost numbers for each specific month from the following U.S. Department of Energy Website:

(http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp) (Click on "Prices for last 53 weeks")

This website tracks diesel fuel costs across the country by regions. Fuel cost adjustments will be based on prices under the Midwest column.

The **"base fuel price" (BFP)** for a gallon of diesel fuel will be the average price for a gallon of diesel fuel in the Midwest during the month of November 2015.

The **"current fuel price" (CFP)** in each successive month is the average of the weeks (most months have four weeks, some have five) of the month for which services are being invoiced.

The **"gallons of diesel fuel" (GDF)** component of the fuel price adjustment formula will be 8,500 gallons per month. This is the historical number of gallons of diesel fuel used each year to perform the current contract divided by 12 months.

The following formula will be used by the Contractor to determine the monthly fuel price adjustment for the first year of the contract:

(BFP – CFP) x 8,500 gallons = FPA

The Contractor will credit or debit a sum reflecting the fuel price adjustment for that month's services on each monthly invoice submitted to the City for payment. The Contractor will include a copy of the calculations and information used to determine the FPA.

The Contractor shall be required to provide the City with the actual gallonage of diesel fuel utilized each month to service the contract. This information shall be provided to the City in writing each month.

After the first year of the contract, the "gallons of diesel fuel" (GDF) component of the fuel price adjustment formula will be the actual gallonage of fuel utilized each month during the preceding year. Beginning May 2017, the GDF for May 2017 will be the actual gallonage of fuel utilized in May 2016; for June 2017, the GDF will be the actual gallonage of fuel utilized in June 2016 and likewise for each successive month throughout the contract year. The GDF for year three of the contract will be based on the actual gallonage of fuel utilized each month from year two of the contract. The GDF for year four will be based on actual monthly fuel usage for year three and the GDF for year five will be based on the actual monthly fuel usage from year four of the contract.

The Contractor shall be required to provide the City, in writing, the total number of hours worked by the solid waste and yard waste collection trucks assigned to the Sterling Heights contract each month. The number of hours will be multiplied by three gallons to verify the approximate total number of gallons of fuel used during each month of service.

The City may make such investigations, as it deems necessary, to determine the accuracy of the documentation provided, and the Contractor shall furnish to the City all such information and data for this purpose, as the City may request.

YARD WASTE DISPOSAL IN A LANDFILL ENERGY PRODUCTION FACILITY:

Legislation was proposed in 2011 at the State level that would amend Part 115 (Solid Waste Management) of the Natural Resource and Environmental Protection Act to allow yard waste/lawn debris to be disposed of in a landfill that was certified as a landfill energy production facility. If legislation of this nature were to pass, the City may look to take advantage of the efficiencies in a combined refuse and yard waste collection process.

A bid shall be submitted that provides a per unit price reduction that would be applied to the following sections/subsections: This price reduction shall be applicable to Section I, II, III, and IV of the Bid.

Section I

Part 1 - Weekly - REGULAR REFUSE pickup curbside excluding yard waste/lawn debris and
Part 6 - Weekly – YARD WASTE/LAWN DEBRIS separate curbside pick-up

Section II

Part 1 - Weekly - REGULAR REFUSE pickup curbside excluding yard waste/lawn debris and
Part 6 - Weekly – YARD WASTE/LAWN DEBRIS separate curbside pick-up

Section III

Part 1 - Weekly - REGULAR REFUSE pickup curbside excluding yard waste/lawn debris

Section IV

Part 1 – Weekly REGULAR REFUSE pickup curbside excluding yard waste/lawn debris

ALTERNATE SCOPES OF SERVICE

Two alternate Scopes of Service will also be considered by the City.

ALTERNATE BID #1 – **Mandatory Wheeled Carts – Weekly Refuse**

This alternate bid includes: Weekly program of garbage/rubbish collection/disposal with **mandatory use of 96, 64 or 32 gallon carts** as well as limited curbside collection from commercial concerns producing refuse; continue to provide a separate curbside collection of yard wastes/lawn debris from residential properties; continue to provide a subscription-based curbside recycling program; and the operation of the City's three recycling centers.

In summary, Alternate Bid #1 will consist of the same scope of services set forth in the primary bid, but will also include pricing for Contractor-supplied 96, 64 or 32 gallon wheeled carts for the weekly collection of refuse. Bidders are to include a specification for the wheeled cart they will provide as well as the incremental price for additional 96, 64 or 32 gallon carts. Bidder shall retain ownership of the carts at conclusion of the contract.

If Alternate Bid #1 is selected by the City, Contractor shall provide each residence (excluding apartments and "apartment style" condominiums unless specifically requested) with one (1) ninety-six (96), one (1) sixty-four (64), or one (1) thirty-two (32) gallon cart for the containment of residential waste. The refuse carts must be 96, 64 or 32 gallons in capacity and consist of an injection molded, high density, polyethylene (HDPE) plastic body, with a hinged lid, two injection molded plastic wheels, and a solid steel axle. The City reserves the right to select the color of the 96, 64 or 32 gallon cart.

Contractor shall collect all solid waste in carts placed curbside each week. All waste material shall be properly prepared in refuse bags or bundled prior to placing in the carts.

Contractor shall use extreme care to prevent any damage to containers. Contractor shall be responsible for damage to carts caused by its employees or equipment in the course of performance of their work and shall replace damaged carts or restore them to their original condition at no cost to the resident or City.

ALTERNATE BID #2 – **Curbside Recycling - Mandatory**
This alternate bid includes: Weekly program of garbage/rubbish collection/disposal with mandatory use of 96, 64 or 32 gallon carts as well as limited curbside collection from commercial concerns producing refuse; continue to provide a separate curbside collection of yard wastes/lawn debris from residential properties; and implementation of a new mandatory bi-weekly curbside recycling program utilizing 96, 64 or 32 gallon carts to be collected on the same day as refuse and yard waste. The refuse carts must be 96, 64 or 32 gallons in capacity and consist of an injection molded, high density, polyethylene (HDPE) plastic body, with a hinged lid, two injection molded plastic wheels, and a solid steel axle. The City reserves the right to select the color of the 96, 64 or 32 gallon cart.

In summary, this alternate bid #2 will consist of the same scope of services set forth in Alternate Bid #2, except the subscription-based curbside recycling program shall be replaced with biweekly recycling collection from all curbside residential units on the same day as regular refuse collection pickup. One (1) 96, 64 or 32 gallon wheeled recycling bin will be provided by the Contractor to each residence. Recycled materials shall be directly transported to an approved and designated recycling center for processing (transfer is not permitted within the City unless at a site that meets all state law requirements). Contractor shall deliver all single-stream recyclables collected to a lawful Materials Recovery Facility (MRF) for recycling in order to meet the intent of this section to maximize recycling opportunities for City residents.

The City's current refuse contractor is also providing a subscription-based curbside recycling program and is contracted with the City to do so through April 30, 2018. Therefore, although the City is seeking bids for a mandatory recycling program as part of Alternate Bid #2, the program would not begin until May 1, 2018, unless the current contractor exercises its option to terminate the subscription-based program upon 90 days notice, in which event the successful bidder will be required to seamlessly transition to a mandatory curbside recycling program for the life of the contract within that 90-day timeframe, or alternatively, continue a substantially similar curbside recycling program until the successful bidder is able to implement the mandatory curbside recycling program.

Set-Out and Collection of Recyclables Requirements:
Contractor shall collect single-stream recyclable materials placed at the curb using a 96, 64 or 32-gallon plastic wheeled bin provided by the Contractor.

Improperly Set-Out Recyclables:
Contractor shall affix to non-conforming recyclables, a City approved sticker or tag, stating the reason for the non-collection and immediately notify the City when collection is not made. Should the City determine the recyclable materials to be properly set-out and collectible, Contractor shall promptly return to the site and collect the recyclable materials at Contractor's expense.

Commingling Recyclables:
Contractor is prohibited from commingling recyclable with non-recyclable materials within Contractor's vehicles. Additionally, Contractor shall not deliver recyclable materials to any location other than the agreed upon Materials Recovery Facility (MRF).

The following recyclable items can be placed into the 96, 64 or 32-gallon plastic bins to be recycled:

- Newspapers, including glossy advertisements, magazines, catalogs, telephone books, office paper, and junk mail
- Boxboard – cereal boxes, shoe boxes and similar material
- Corrugated cardboard, paper bags, and pizza boxes
- Plastic bottles and containers – plastics numbered 1, 2, 3, 4, 5, 6, and 7 are accepted, including plastic grocery bags and CD cases
- Glass bottles and jars (clear only)
- Metal cans – steel and tin
- Aluminum cans
- Kitchen cookware – clean metal pots, pans, tins, and utensils

A monthly report must be supplied to the City of Sterling Heights indicating the tonnage of material recycled.

VIII. BID FORMS

Section I – Base Bid	Five-year contract to include curbside collection, transportation, and disposal of waste material; curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three city-owned recycling centers.
Section II – Base Bid - Extension	Option to extend contract term of *Base Bid* for an ***additional three years***, under the same terms and conditions *(not mandatory to include with bid).*
Section III – Alternate Bid #1	Five-year contract to include curbside collection, transportation, and disposal of waste material with the mandatory use of a 96, 64 or 32 gallon wheeled cart; curbside collection, transportation, and disposal of yard waste; continuation of a subscription based curbside recycling program; and operation of three city-owned recycling centers.
Section IV – Alternate Bid #1 - Extension	*Option to extend c*ontract term of *Alternate Bid #1* for an ***additional three years***, under the same terms and conditions *(not mandatory to include with bid).*
Section V – Alternate Bid #2	Five-year contract to include curbside collection, transportation, and disposal of waste material with the mandatory use of a 96, 64 or 32 gallon wheeled cart; curbside collection, transportation, and disposal of yard waste; and implementation of a new mandatory bi-weekly curbside recycling program with mandatory use of a 96, 64 or 32 gallon cart.
Section VI – Alternate Bid #2 - Extension	*Option to extend c*ontract term of *Alternate Bid #2* for an ***additional three years***, under the same terms and conditions *(not mandatory to include with bid).*

City of Sterling Heights – Bid Forms – Five Year Contract (BASE BID)

The undersigned, directs this bid to the city of Sterling Heights, MI in order to induce consideration of the award of a certain contract for the collection, transportation, and disposal of waste materials including the separate collection of yard waste / lawn debris, bi-weekly subscription based curbside recycling and full operation of three recycling centers from within and for the said city of Sterling Heights, proposes to furnish all equipment, labor, and such other incidentals as are necessary to satisfactorily perform the work as outlined in the folio of documents attached hereto and made a part hereof.

Section I - Five-year contract for refuse, separate yard waste, bi-weekly subscription based curbside recycling, and recycling center operation - May 1, 2016 to April 30, 2021.

For bid to be considered, bidder must include bids for parts 1 through 9.

1. Weekly - **REGULAR REFUSE** pick-up curbside excluding yard waste / lawn debris

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$	$	$	$	$
Condos & Townhouses	5,200	$	$	$	$	$	$	$	$	$	$
Commercial (Curbside & off-road pick-ups)	100	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

2. Weekly - **MECHANICAL PICK-UP** (rear and/or front dumpster type container) - Apartments, Condominiums, and City Facilities

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	25	$	$	$	$	$	$	$	$	$	$
3 Yard Container	60	$	$	$	$	$	$	$	$	$	$
4 Yard Container	20	$	$	$	$	$	$	$	$	$	$
5 Yard Container	20	$	$	$	$	$	$	$	$	$	$
6 Yard Container	240	$	$	$	$	$	$	$	$	$	$
8 Yard Container	15	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

Section I - Five-year contract for refuse, separate yard waste, bi-weekly subscription based curbside recycling, and recycling center operation - May 1, 2016 to April 30, 2021. (BASE BID)

3. Weekly - **COMPACTOR DUMPSTER** type container

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	10	$	$	$	$	$	$	$	$	$	$
3 Yard Container	2	$	$	$	$	$	$	$	$	$	$
4 Yard Container	2	$	$	$	$	$	$	$	$	$	$
6 Yard Container	2	$	$	$	$	$	$	$	$	$	$
8 Yard Container	2	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

4. Weekly - **ROLL-OFF** container (include cost of disposal for loose refuse)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20 Yard Container (for DPW & Parks & Grounds facility)	2	$		$		$		$		$	
30 Yard Container (as requested for cleanups)	1	$		$		$		$		$	
40 Yard Container (as requested for cleanups)	1	$		$		$		$		$	
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

5. Weekly - **SPECIAL** Unrouted Collections

	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
Estimated 1 hour per week		$ Per Hour		$ Per Hour		$ Per Hour		$ Per Hour		$ Per Hour
Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

Section I - Five-year contract for refuse, separate yard waste, bi-weekly subscription based curbside recycling, and recycling center operation - May 1, 2016 to April 30, 2021. (BASE BID)

1. Regular Refuse / week	$	$	$	$	$
2. Mechanical pick-up / week	$	$	$	$	$
3. Compactor Dumpster / week	$	$	$	$	$
4. Roll-Off / week	$	$	$	$	$
5. Special Collections / week	$	$	$	$	$
Total - Per week (2016 – 2021)	$	$	$	$	$
Above total x 52 weeks/year	$	$	$	$	$
*Contract **Sub-total** - Section I - REFUSE COLLECTION: Parts 1-5*					

Note: Bid includes separate collection of "WHITE" goods and Christmas trees as described in specifications.

6. Weekly – **YARD WASTE/LAWN DEBRIS** separate curbside pick-up (Acceptable containers: Loose in cans or in approved paper yard waste bags)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	QUANTITIES	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$		$		$	$	$
Condos/Townhouses	100	$	$	$	$		$		$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 weeks/year		$		$		$		$		$	
*Contract **Sub-total** - Section I – SEPARATE YARD WASTE COLLECTION: Part 6*						$					

*Estimated Yard Waste / Lawn Debris period for which separate collection may be designated. More or less weeks could be designated at the sole discretion of the City.

Note: Contractor shall only be compensated for actual weeks designated for separate collection which is estimated to be 36 weeks / year from approximately the first week in April through the end of the last week in November each year.

Section I - Five-year contract for refuse, separate yard waste, bi-weekly subscription based curbside recycling, and recycling center operation - May 1, 2016 to April 30, 2021. (BASE BID)

7. Weekly – Operation of Three (3) **RECYCLING CENTERS**

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Compactors, containers, staffing, etc.	3	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 52 weeks/year		$		$		$		$		$	
*Contract **Sub-total** - Section I – OPERATION OF RECYCLING CENTERS: Part7*						$					

- Bid shall include all costs associated with operational oversight of the three locations to include personnel for daily monitoring of the sites, cycling the compactors and keeping the areas clean and free of litter.
- All three sites will be kept open 365 days a year.
- Bid to include two (2) three-yard compactors, each with a 40-yard capacity container, four (4) 30-yard containers and one (1) empty 30-yard container at each of the three recycling centers.
- See Specifications for additional details.

*Contract **Subtotal** - Section I - REFUSE COLLECTION: Parts 1-5 (above)*	$
*Contract **Subtotal** - Section I – YARD WASTE COLLECTION: Part 6 (above)*	$
*Contract **Subtotal** - Section I – OPERATION OF RECYCLING CENTERS: Part 7 (above)*	$
*Contract **GRAND TOTAL** - Section I (transfer to page 67)*	$

Section I - Five-year contract for refuse, separate yard waste, bi-weekly subscription based curbside recycling, and recycling center operation - May 1, 2016 to April 30, 2021. (BASE BID)

8. Bi-Weekly **MANDATORY CURBSIDE RECYCLABLE – SUBSCRIPTION BASED** (Voluntary participation, relationship is between the contractor and the property owner)

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
Quantities			Unit Price	Unit Price	Unit Price
1 – 4,999 participants			$	$	$
5,000 – 9,999 participants			$	$	$
10,000 + participants			$	$	$

- This bid requires that all residential accounts (including condos and townhouse) be given the opportunity to participate in a subscription based, curbside recycling program. If they agree to participate, they will be provided either a 96, 64 or 32 gallon wheeled cart.
- The relationship for participation in this program will exist between the resident and the awarded waste hauler. All billings and related payments will be coordinated between the resident and the waste hauler.
- See Specifications for additional details.

9. Incremental cost for the City or homeowner to purchase one (1) wheeled cart for use under the **BASE BID.**

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
32 gallon	$	$	$	$	$
64 gallon	$	$	$	$	$
96 gallon	$	$	$	$	$

- The City reserves the right to select the color of the carts.

Company Name: _____ **Authorized Signature:** _____

NOTICE TO BIDDER

Section II bid forms are for an ***optional three-year extension to the BASE BID in Section I*** that could potentially be for years 6, 7, & 8 of this contract, if the City agrees to extend this contract during the term of this five-year contract under the same terms and conditions.

The initial award of this contract will be based solely on the bid prices from the five-year contract (Section I). The optional three-year extension prices would only be implemented if the City exercises its option during the term of this contract. The submission of a bid for the potential three-year extension is only mandatory if the bidder desires to include the potential 3-year extension option in the contract. If the option is exercised by the City, pricing will be as set forth in Section II or Year 5 unless the parties negotiate lower pricing prior to the City's decision regarding whether to exercise the extension.

City of Sterling Heights – Bid Forms – Three Year (Extension to the BASE BID).

The undersigned, , directs this bid to the city of Sterling Heights, MI in order to induce consideration of an optional three-year extension of a certain contract for the collection, transportation, and disposal of waste materials including the separate collection of yard waste / lawn debris, bi-weekly subscription based curbside recycling and full operation of three recycling centers from within and for the said city of Sterling Heights, proposes to furnish all equipment, labor, and such other incidentals as are necessary to satisfactorily perform the work as outlined in the folio of documents attached hereto and made a part hereof.

Section II - Option to extend the BASE BID contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

For bid to be considered, bidder must include bids for parts 1 through 9.

1. Weekly - **REGULAR REFUSE** pick-up curbside excluding yard waste / lawn debris

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$
Condos & Townhouses	5,200	$	$	$	$	$	$
Commercial (Curbside & off-road pick-ups	100	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

2. Weekly - **MECHANICAL PICK-UP** (rear and/or front style dumpster type container) - Apartments, Condominiums, and City Facilities

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	25	$	$	$	$	$	$
3 Yard Container	60	$	$	$	$	$	$
4 Yard Container	20	$	$	$	$	$	$
5 Yard Container	20	$	$	$	$	$	$
6 Yard Container	240	$	$	$	$	$	$
8 Yard Container	15	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

Section II - Option to extend the BASE BID contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

3. Weekly - **COMPACTOR DUMPSTER** type container

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	10	$	$	$	$	$	$
3 Yard Container	2	$	$	$	$	$	$
4 Yard Container	2	$	$	$	$	$	$
6 Yard Container	2	$	$	$	$	$	$
8 Yard Container	2	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

4. Weekly - **ROLL-OFF** container (include cost of disposal for loose refuse)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
20 Yard Container (for DPW & Parks & Grounds Facilities)	2	$		$		$	
30 Yard Container (as requested for cleanups)	1	$		$		$	
40 Yard Container (as requested for cleanups)	1	$		$		$	
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

5. Weekly – **SPECIAL** Unrouted Collections

	2021/2022		2022/2023		2023/2024	
Estimated 1 hour per week		$ Per Hour		$ Per Hour		$ Per Hour
Weekly	Subtotal	$	Subtotal	$	Subtotal	$

Section II - Option to extend the BASE BID contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

1. Regular Refuse / week	$	$	$
2. Mechanical pick-up / week	$	$	$
3. Compactor Dumpster / week	$	$	$
4. Roll-Off / week	$	$	$
5. Special Collections / week	$	$	$
Total - Per week (2022- 2024)	$	$	$
Above total x 52 weeks/year	$	$	$
*Contract **Sub-total** - Section II - REFUSE COLLECTION: Parts 1-5*			$

Note: Bid includes separate collection of "WHITE" goods and Christmas trees as described in specifications.

6. Weekly – **YARD WASTE/LAWN DEBRIS** separate curbside pick-up (Acceptable containers: Loose in cans or in approved paper yard waste bags)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$		$
Condos/Townhouses	100	$	$	$	$		$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 weeks/year		$		$		$	
*Contract **Sub-total** - Section II – SEPARATE YARD WASTE COLLECTION: Part 6*						$	

*Estimated yard waste/lawn debris time period for which separate collection may be designated. More or less weeks could be designated at the sole discretion of the City.

Note: Contractor shall only be compensated for actual weeks designated for separate collection which is estimated to be 36 weeks / year from approximately the first week in April through the end of the last week in November each year.

Section II - Option to extend the BASE BID contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

7. Weekly – Operation of Three (3) **RECYCLING CENTERS**

	2021/2022		2022/2023		2023/2024	
Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Compactors, containers, staffing, etc. 3	$	$	$	$		$
Weekly	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 52 weeks/year	$		$		$	
*Contract **Sub-total** - Section II – OPERATION OF RECYCLING CENTERS: Part 7*					$	

- Bid shall include all costs associated with operational oversight of the three locations to include personnel for daily monitoring of the sites, cycling the compactors and keeping the areas clean and free of litter.
- All three sites will be kept open 365 days a year.
- Bid to include two (2) three-yard compactors, each with a 40-yard capacity container, four (4) 30-yard containers and one (1) empty 30-yard container at each of the three recycling centers.
- See Specifications for additional details.

*Contract **Subtotal** - Section II - REFUSE COLLECTION: Parts 1-5 (above)*	$
*Contract **Subtotal** - Section II – YARD WASTE COLLECTION: Part 6 (above)*	$
*Contract **Subtotal** - Section II – OPERATION OF RECYCLING CENTERS: Part 7 (above)*	$
*Contract **GRAND TOTAL** - Section II (transfer to page 67)*	$

Section II - Option to extend the BASE BID contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

8. Bi-Weekly **MANDATORY CURBSIDE RECYCLABLE – SUBSCRIPTION BASED** (Voluntary participation, relationship is between the contractor and the property owner)

	2021/2022	2022/2023	2023/2024
Quantities	Unit Price	Unit Price	Unit Price
1 – 4,999 participants	$	$	$
5,000 – 9,999 participants	$	$	$
10,000 + participants	$	$	$

- This bid requires that all residential accounts (including condos and townhouse) be given the opportunity to participate in a subscription based, curbside recycling program. If they agree to participate, they will be provided either a 96,64or 32 gallon wheeled cart.
- The relationship for participation in this program will exist between the resident and the awarded waste hauler. All billings and related payments will be coordinated between the resident and the waste hauler.
- See Specifications for additional details.

9. Incremental cost for the City or homeowner to purchase one (1) wheeled cart for use under the **BASE BID EXTENSION.**

	2021/2022	2022/2023	2023/2024
	Unit Price	Unit Price	Unit Price
32 gallon	$	$	$
64 gallon	$	$	$
96 gallon	$	$	$

- The City reserves the right to select the color of the carts.

Company Name: _____ **Authorized Signature:** _____

NOTICE TO BIDDER

Section III bid forms are for ***SCOPE OF SERVICE ALTERNATE BID #1***. This option includes regular refuse collection with mandatory use of either a 96, 64 or 32 gallon wheeled cart for residential collection every week, separate yard waste collection April through November, subscription based curbside recycling every other week and full operation of three recycling centers.

City of Sterling Heights – Bid Forms – Five Year Contract (SCOPE OF SERVICE ALTERNATE BID #1)

The undersigned, directs this bid to the city of Sterling Heights, MI in order to induce consideration of the award of a certain contract for the collection of waste materials through use a mandatory 96,64 or 32 gallon cart, transportation, and disposal of waste materials including the separate collection of yard waste / lawn debris, bi-weekly subscription based curbside recycling and full operation of three recycling centers from within and for the said city of Sterling Heights, proposes to furnish all equipment, labor, and such other incidentals as are necessary to satisfactorily perform the work as outlined in the folio of documents attached hereto and made a part hereof.

Section III - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection, bi-weekly subscription based curbside recycling and recycling center operation - May 1, 2016 to April 30, 2021.

For bid to be considered, bidder must include bids for parts 1 through 9.

1. Weekly - **REGULAR REFUSE** pick-up curbside **(mandatory use of a 96, 64 or 32 gallon cart)** excluding yard waste / lawn debris

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$	$	$	$	$
Condos & Townhouses	5,200	$	$	$	$	$	$	$	$	$	$
Commercial (Curbside & off-road pick-ups)	100	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

2. Weekly - **MECHANICAL PICK-UP** (rear and/or front dumpster type container) - Apartments, Condominiums, and City Facilities

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	25	$	$	$	$	$	$	$	$	$	$
3 Yard Container	60	$	$	$	$	$	$	$	$	$	$
4 Yard Container	20	$	$	$	$	$	$	$	$	$	$
5 Yard Container	20	$	$	$	$	$	$	$	$	$	$
6 Yard Container	240	$	$	$	$	$	$	$	$	$	$
8 Yard Container	15	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

Section III - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection, bi-weekly subscription based curbside recycling and recycling center operation - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICE ALTERNATE BID #1)

3. Weekly - **COMPACTOR DUMPSTER** type container

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	10	$	$	$	$	$	$	$	$	$	$
3 Yard Container	2	$	$	$	$	$	$	$	$	$	$
4 Yard Container	2	$	$	$	$	$	$	$	$	$	$
6 Yard Container	2	$	$	$	$	$	$	$	$	$	$
8 Yard Container	2	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

4. Weekly - **ROLL-OFF** container (include cost of disposal for loose refuse)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20 Yard Container (for DPW & Parks & Grounds facility)	2	$		$		$		$		$	
30 Yard Container (as requested for cleanups)	1	$		$		$		$		$	
40 Yard Container (as requested for cleanups)	1	$		$		$		$		$	
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

5. Weekly – **SPECIAL** Unrouted Collections

	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
Estimated 1 hour per week		$ Per Hour		$ Per Hour		$ Per Hour		$ Per Hour		$ Per Hour
Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

Section III - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection, bi-weekly subscription based curbside recycling and recycling center operation - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICE ALTERNATE BID #1)

1. Regular Refuse w/carts / week	$	$	$	$	$
2. Mechanical pick-up / week	$	$	$	$	$
3. Compactor Dumpster / week	$	$	$	$	$
4. Roll-Off / week	$	$	$	$	$
5. Special Collections / week	$	$	$	$	$
Subtotal - Per week (2016 – 2021)	$	$	$	$	$
Above subtotal x 52 weeks/year	$	$	$	$	$
*Contract **Sub-total** - Section III - REFUSE COLLECTION: Parts 1-5*					

Note: Bid includes separate collection of "WHITE" goods and Christmas trees as described in specifications.

6. Weekly – **YARD WASTE/LAWN DEBRIS** separate curbside pick-up (Acceptable containers: Loose in cans or in approved paper yard waste bags)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$		$		$	$	$
Condos/Townhouses	100	$	$	$	$		$		$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 weeks/year		$		$		$		$		$	
*Contract **Sub-total** - Section III – SEPARATE YARD WASTE COLLECTION: Part 6*						$					

*Estimated Yard Waste / Lawn Debris period for which separate collection may be designated. More or less weeks could be designated at the sole discretion of the City.

Note: Contractor shall only be compensated for actual weeks designated for separate collection which is estimated to be 36 weeks / year from approximately the first week in April through the end of the last week in November each year.

Section III - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection, bi-weekly subscription based curbside recycling and recycling center operation - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICE ALTERNATE BID #1)

7. Weekly – Operation of Three (3) **RECYCLING CENTERS**

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Compactors, containers, staffing, etc.	3	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 52 weeks/year		$		$		$		$		$	
*Contract **Sub-total** - Section III – OPERATION OF RECYCLING CENTERS: Part7*						$					

- Bid shall include all costs associated with operational oversight of the three locations to include personnel for daily monitoring of the sites, cycling the compactors and keeping the areas clean and free of litter.
- All three sites will be kept open 365 days a year.
- Bid to include two (2) three-yard compactors, each with a 40-yard capacity container, four (4) 30-yard containers and one (1) empty 30-yard container at each of the three recycling centers.
- See Specifications for additional details.

*Contract **Subtotal** - Section III - REFUSE COLLECTION: Parts 1-5 (above)*	$
*Contract **Subtotal** - Section III – YARD WASTE COLLECTION: Part 6 (above)*	$
*Contract **Subtotal** - Section III – OPERATION OF RECYCLING CENTERS: Part 7 (above)*	$
*Contract **GRAND TOTAL** - Section III (transfer to page 67)*	$

Section III - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection, bi-weekly subscription based curbside recycling and recycling center operation - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICE ALTERNATE BID #1)

8. Bi-Weekly **MANDATORY CURBSIDE RECYCLABLE – SUBSCRIPTION BASED** (Voluntary participation, relationship is between the contractor and the property owner)

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
Quantities			Unit Price	Unit Price	Unit Price
1 – 4,999 participants			$	$	$
5,000 – 9,999 participants			$	$	$
10,000 + participants			$	$	$

- This bid requires that all residential accounts (including condos and townhouse) be given the opportunity to participate in a subscription based, curbside recycling program. If they agree to participate, they will be provided either a 96, 64 or 32 gallon wheeled cart.
- The relationship for participation in this program will exist between the resident and the awarded waste hauler. All billings and related payments will be coordinated between the resident and the waste hauler.
- See Specifications for additional details.

9. Incremental cost for the City or homeowner to purchase one (1) wheeled cart for use under **ALTERNATE BID #1.**

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
32 gallon	$	$	$	$	$
64 gallon	$	$	$	$	$
96 gallon	$	$	$	$	$

- The City reserves the right to select the color of the carts.

Company Name: _____ **Authorized Signature:** _____

NOTICE TO BIDDER

Section IV bid forms are for an ***optional three-year extension to SCOPE OF SERVICE ALTERNATE BID #1*** that could potentially be for years 6, 7, & 8 of this contract, if the City agrees to extend this contract during the term of this five-year contract under the same terms and conditions.

The initial award of this contract will be based solely on the bid prices from the five-year contract (Section III). The optional three-year extension prices would only be implemented if the City exercises its option during the term of this contract. The submission of a bid for the potential three-year extension is only mandatory if the bidder desires to include the potential 3-year extension option in the contract. If the option is exercised by the City, pricing will be as set forth in Section III or Year 5 unless the parties negotiate lower pricing prior to the City's decision regarding whether to exercise the extension.

City of Sterling Heights – Bid Forms – Three Year (Extension to the SCOPE OF SERVICE ALTERNATE BID #1)

The undersigned, , directs this bid to the city of Sterling Heights, MI in order to induce consideration of an optional three-year extension of a certain contract for the collection, transportation, and disposal of waste materials including the separate collection of yard waste / lawn debris, bi-weekly subscription based curbside recycling and full operation of three recycling centers from within and for the said city of Sterling Heights, proposes to furnish all equipment, labor, and such other incidentals as are necessary to satisfactorily perform the work as outlined in the folio of documents attached hereto and made a part hereof.

Section IV - Option to extend the SCOPE OF SERVICE ALTERNATE BID #1 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

For bid to be considered, bidder must include bids for parts 1 through 9.

1. Weekly - **REGULAR REFUSE** pick-up curbside **(mandatory use of a 96, 64 or 32 gallon cart)** excluding yard waste / lawn debris

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$
Condos & Townhouses	5,200	$	$	$	$	$	$
Commercial (Curbside & off-road pick-ups	100	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

2. Weekly - **MECHANICAL PICK-UP** (rear and/or front style dumpster type container) - Apartments, Condominiums, and City Facilities

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	25	$	$	$	$	$	$
3 Yard Container	60	$	$	$	$	$	$
4 Yard Container	20	$	$	$	$	$	$
5 Yard Container	20	$	$	$	$	$	$
6 Yard Container	240	$	$	$	$	$	$
8 Yard Container	15	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

Section IV - Option to extend the SCOPE OF SERVICE ALTERNATE BID #1 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

3. Weekly - **COMPACTOR DUMPSTER** type container

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	10	$	$	$	$	$	$
3 Yard Container	2	$	$	$	$	$	$
4 Yard Container	2	$	$	$	$	$	$
6 Yard Container	2	$	$	$	$	$	$
8 Yard Container	2	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

4. Weekly - **ROLL-OFF** container (include cost of disposal for loose refuse)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
20 Yard Container (for DPW & Parks & Grounds Facilities)	2	$		$		$	
30 Yard Container (as requested for cleanups)	1	$		$		$	
40 Yard Container (as requested for cleanups)	1	$		$		$	
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

5. Weekly – **SPECIAL** Unrouted Collections

	2021/2022		2022/2023		2023/2024	
Estimated 1 hour per week		$ Per Hour		$ Per Hour		$ Per Hour
Weekly	Subtotal	$	Subtotal	$	Subtotal	$

Section IV - Option to extend the SCOPE OF SERVICE ALTERNATE BID #1 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

1. Regular Refuse w/carts / week	$	$	$
2. Mechanical pick-up / week	$	$	$
3. Compactor Dumpster / week	$	$	$
4. Roll-Off / week	$	$	$
5. Special Collections / week	$	$	$
Per week totals 2022- 2024	$	$	$
x 52 weeks/year	$	$	$
*Contract **Sub-total** - Section IV - REFUSE COLLECTION: Parts 1-5*			$

Note: Bid includes separate collection of "WHITE" goods and Christmas trees as described in specifications.

6. Weekly – **YARD WASTE/LAWN DEBRIS** separate curbside pick-up (Acceptable containers: Loose in cans or in approved paper yard waste bags)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$		$
Condos/Townhouses	100	$	$	$	$		$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 weeks/year		$		$		$	
*Contract **Sub-total** - Section IV – SEPARATE YARD WASTE COLLECTION: Part 6*						$	

*Estimated yard waste/lawn debris time period for which separate collection may be designated. More or less weeks could be designated at the sole discretion of the City.

Note: Contractor shall only be compensated for actual weeks designated for separate collection which is estimated to be 36 weeks / year from approximately the first week in April through the end of the last week in November each year.

Section IV - Option to extend the SCOPE OF SERVICE ALTERNATE BID #1 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

7. Weekly – Operation of Three (3) **RECYCLING CENTERS**

	2021/2022		2022/2023		2023/2024	
Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Compactors, containers, staffing, etc. 3	$	$	$	$		$
Weekly	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 52 weeks/year	$		$		$	
*Contract **Sub-total** - Section IV – OPERATION OF THREE (3) RECYCLING CENTERS: Part 7*					$	

- Bid shall include all costs associated with operational oversight of the three locations to include personnel for daily monitoring of the sites, cycling the compactors and keeping the areas clean and free of litter.
- All three sites will be kept open 365 days a year.
- Bid to include two (2) three-yard compactors, each with a 40-yard capacity container, four (4) 30-yard containers and one (1) empty 30-yard container at each of the three recycling centers.
- See Specifications for additional details.

*Contract **Subtotal** - Section IV - REFUSE COLLECTION: Parts 1-5 (above)*	$
*Contract **Subtotal** - Section IV – YARD WASTE COLLECTION: Part 6 (above)*	$
*Contract **Subtotal** - Section IV – OPERATION OF THREE (3) RECYCLING CENTERS: Part 7 (above)*	$
*Contract **GRAND TOTAL** - Section IV (transfer to page 67)*	$

Section IV - Option to extend the SCOPE OF SERVICE ALTERNATE BID #1 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

8. Bi-Weekly **MANDATORY CURBSIDE RECYCLABLE – SUBSCRIPTION BASED** (Voluntary participation, relationship is between the contractor and the property owner)

	2021/2022	2022/2023	2023/2024
Quantities	Unit Price	Unit Price	Unit Price
1 – 4,999 participants	$	$	$
5,000 – 9,999 participants	$	$	$
10,000 + participants	$	$	$

- This bid requires that all residential accounts (including condos and townhouse) be given the opportunity to participate in a subscription based, curbside recycling program. If they agree to participate, they will be provided either a 96, 64 or 32 gallon wheeled cart.
- The relationship for participation in this program will exist between the resident and the awarded waste hauler. All billings and related payments will be coordinated between the resident and the waste hauler.
- See Specifications for additional details.

9. Incremental cost for the City or homeowner to purchase one (1) wheeled cart for use under **ALTERNATE BID #1 EXTENSION.**

	2021/2022	2022/2023	2023/2024
	Unit Price	Unit Price	Unit Price
32 gallon	$	$	$
64 gallon	$	$	$
96 gallon	$	$	$

- The City reserves the right to select the color of the carts.

Company Name: _____ **Authorized Signature:** _____

NOTICE TO BIDDER

Section V bid forms are for ***SCOPE OF SERVICE ALTERNATE BID #2***. This option includes regular refuse collection with mandatory use of either a 96, 64 or 32 gallon wheeled cart for residential collection every week, separate yard waste collection April through November, and mandatory curbside recycling every other week with mandatory use of either a 96, 64 or 32 gallon wheeled cart.

City of Sterling Heights – Bid Forms – Five Year Contract (SCOPE OF SERVICE ALTERNATE BID #2)

The undersigned, directs this bid to the city of Sterling Heights, MI in order to induce consideration of the award of a certain contract for the collection, transportation, and disposal of waste materials including the separate collection of yard waste / lawn debris from within and for the said city of Sterling Heights, proposes to furnish all equipment, labor, and such other incidentals as are necessary to satisfactorily perform the work as outlined in the folio of documents attached hereto and made a part hereof.

Section V - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection and mandatory bi-weekly curbside recycling - May 1, 2016 to April 30, 2021.

For bid to be considered, bidder must include bids for parts 1 through 8.

1. Weekly **REGULAR REFUSE** pick-up curbside **(mandatory use of a 96, 64 or 32 gallon cart)** excluding yard waste / yard debris

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$	$	$	$	$
Condos & Townhouses	5,200	$	$	$	$	$	$	$	$	$	$
Commercial (Curbside & off-road pick-ups)	100	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

2. Weekly - **MECHANICAL PICK-UP** (rear and/or front dumpster type container) - Apartments, Condominiums, and City Facilities

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	25	$	$	$	$	$	$	$	$	$	$
3 Yard Container	60	$	$	$	$	$	$	$	$	$	$
4 Yard Container	20	$	$	$	$	$	$	$	$	$	$
5 Yard Container	20	$	$	$	$	$	$	$	$	$	$
6 Yard Container	240	$	$	$	$	$	$	$	$	$	$
8 Yard Container	15	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

Section V - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection and mandatory bi-weekly curbside recycling - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICES ALTERNATE BID #2)

3. Weekly - **COMPACTOR DUMPSTER** type container

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	10	$	$	$	$	$	$	$	$	$	$
3 Yard Container	2	$	$	$	$	$	$	$	$	$	$
4 Yard Container	2	$	$	$	$	$	$	$	$	$	$
6 Yard Container	2	$	$	$	$	$	$	$	$	$	$
8 Yard Container	2	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

4. Weekly - **ROLL-OFF** container (include cost of disposal for loose refuse)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20 Yard Container (for DPW & Parks & Grounds facility)	2	$		$		$		$		$	
30 Yard Container (as requested for cleanups)	1	$		$		$		$		$	
40 Yard Container (as requested for cleanups)	1	$		$		$		$		$	
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

5. Weekly – **SPECIAL** Unrouted Collections

	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
Estimated 1 hour per week		$ Per Hour		$ Per Hour		$ Per Hour		$ Per Hour		$ Per Hour
Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$

Section V - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection and mandatory bi-weekly curbside recycling - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICES ALTERNATE BID #2)

1. Regular Refuse w/carts / week	$	$	$	$	$
2. Mechanical pick-up / week	$	$	$	$	$
3. Compactor Dumpster / week	$	$	$	$	$
4. Roll-Off / week	$	$	$	$	$
5. Special Collections / week	$	$	$	$	$
Subtotal - Per week (2016 – 2021)	$	$	$	$	$
Above subtotal x 52 weeks/year	$	$	$	$	$
*Contract **Sub-total** - Section V - REFUSE COLLECTION: Parts 1-5*					

Note: Bid includes separate collection of "WHITE" goods and Christmas trees as described in specifications.

6. Weekly – **YARD WASTE/LAWN DEBRIS** separate curbside pick-up (Acceptable containers: Loose in cans or in approved paper yard waste bags)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	QUANTITIES	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$		$		$	$	$
Condos/Townhouses	100	$	$	$	$		$		$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 weeks/year		$		$		$		$		$	
*Contract **Sub-total** - Section V – SEPARATE YARD WASTE COLLECTION: Part 6*						$					

*Estimated Yard Waste / Lawn Debris period for which separate collection may be designated. More or less weeks could be designated at the sole discretion of the City.

Note: Contractor shall only be compensated for actual weeks designated for separate collection which is estimated to be 36 weeks / year from approximately the first week in April through the end of the last week in November each year.

Section V - Five-year contract for refuse (mandatory use of a 96, 64 or 32 gallon cart), separate yard waste collection and mandatory bi-weekly curbside recycling - May 1, 2016 to April 30, 2021. (SCOPE OF SERVICES ALTERNATE BID #2)

7. Bi-Weekly **MANDATORY CURBSIDE RECYCLING** pick-up (mandatory use of a 96, 64 or 32 gallon cart)

		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$	$	$	$	$
Condos & Townhouses	5,200	$	$	$	$	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 pickups/year		$		$		$		$		$	
*Contract **Sub-total** - Section V – MANDATORY CURBSIDE RECYCLING: Part 7*						$					

- This bid requires all residential accounts (including condos and townhouses) be provided either a 96, 64 or 32 gallon wheeled cart to collect their weekly recyclable materials.
- All residential accounts (to include condos and townhouses) will be given the opportunity to choose between a 96, 64 or 32 gallon cart and must collect their recyclable materials within the cart for removal by the waste hauler.
- The Department of Public Works is unable to estimate the exact number of 96, 64 or 32 gallon carts needed.
- See Specifications for additional details.

*Contract **Subtotal** - Section V - REFUSE COLLECTION: Parts 1-5 (above)*	$
*Contract **Subtotal** - Section V – YARD WASTE COLLECTION: Part 6 (above)*	$
*Contract **Subtotal** - Section V – MANDATORY CURBSIDE RECYCLING: Part 7 (above)*	$
*Contract **GRAND TOTAL** - Section V (transfer to page 67)*	$

8. Incremental cost for the City or homeowner to purchase one (1) wheeled cart for use under **ALTERNATE BID #2.**

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
32 gallon	$	$	$	$	$
64 gallon	$	$	$	$	$
96 gallon	$	$	$	$	$

- The City reserves the right to select the color of the carts.

Company Name: _____ **Authorized Signature:** _____

NOTICE TO BIDDER

Section VI bid forms are for an ***optional three-year extension to SCOPE OF SERVICE ALTERNATE BID #2*** that could potentially be for years 6, 7, & 8 of this contract, if the City agrees to extend this contract during the term of this five-year contract under the same terms and conditions.

The initial award of this contract will be based solely on the bid prices from the five-year contract (Section V). The optional three-year extension prices would only be implemented if the City exercises its option during the term of this contract. The submission of a bid for the potential three-year extension is only mandatory if the bidder desires to include the potential 3-year extension option in the contract. If the option is exercised by the City, pricing will be as set forth in Section V or Year 5 unless the parties negotiate lower pricing prior to the City's decision regarding whether to exercise the extension.

City of Sterling Heights – Bid Forms – Three Year (Extension to the SCOPE OF SERVICE ALTERNATE BID #2)

The undersigned, , directs this bid to the city of Sterling Heights, MI in order to induce consideration of an optional three-year extension of a certain contract for the collection, transportation, and disposal of waste materials including the separate collection of yard waste / lawn debris, bi-weekly subscription based curbside recycling and full operation of three recycling centers from within and for the said city of Sterling Heights, proposes to furnish all equipment, labor, and such other incidentals as are necessary to satisfactorily perform the work as outlined in the folio of documents attached hereto and made a part hereof.

Section VI - Option to extend the SCOPE OF SERVICE ALTERNATE BID #2 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

For bid to be considered, bidder must include bids for parts 1 through 8.

1. Weekly - **REGULAR REFUSE** pick-up curbside (mandatory use of a 96, 64 or 32 gallon cart) excluding yard waste / yard debris

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$
Condos/Townhouses	5,200	$	$	$	$	$	$
Commercial (Curbside & off-road pick-ups)	100	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

2. Weekly - **MECHANICAL PICK-UP** (rear and/or front style dumpster type container) - Apartments, Condominiums, and City Facilities

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	25	$	$	$	$	$	$
3 Yard Container	60	$	$	$	$	$	$
4 Yard Container	20	$	$	$	$	$	$
5 Yard Container	20	$	$	$	$	$	$
6 Yard Container	240	$	$	$	$	$	$
8 Yard Container	15	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

Section VI - Option to extend the SCOPE OF SERVICE ALTERNATE BID #2 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

3. Weekly - **COMPACTOR DUMPSTER** type container

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
2 Yard Container	10	$	$	$	$	$	$
3 Yard Container	2	$	$	$	$	$	$
4 Yard Container	2	$	$	$	$	$	$
6 Yard Container	2	$	$	$	$	$	$
8 Yard Container	2	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

4. Weekly - **ROLL-OFF** container (include cost of disposal for loose refuse)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
20 Yard Container (for DPW & Parks & Grounds Facilities)	2	$		$		$	
30 Yard Container (as requested for cleanups)	1	$		$		$	
40 Yard Container (as requested for cleanups)	1	$		$		$	
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$

5. Weekly – **SPECIAL** Unrouted Collections

	2021/2022		2022/2023		2023/2024	
Estimated 1 hour per week		$ Per Hour		$ Per Hour		$ Per Hour
Weekly	Subtotal	$	Subtotal	$	Subtotal	$

Section VI - Option to extend the SCOPE OF SERVICE ALTERNATE BID #2 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

1. Regular Refuse / week	$	$	$
2. Mechanical pick-up / week	$	$	$
3. Compactor Dumpster / week	$	$	$
4. Roll-Off / week	$	$	$
5. Special Collections / week	$	$	$
Subtotal per week (2022- 2024)	$	$	$
Above subtotal x 52 weeks/year	$	$	$
*Contract **Sub-total** - Section VI - REFUSE COLLECTION: Parts 1-5*			$

Note: Bid includes separate collection of "WHITE" goods and Christmas trees as described in specifications.

6. Weekly – **YARD WASTE/LAWN DEBRIS** separate curbside pick-up (Acceptable containers: Loose in cans or in approved paper yard waste bags)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$		$
Condos/Townhouses	100	$	$	$	$		$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 weeks/year		$		$		$	
*Contract **Sub-total** - Section VI – SEPARATE YARD WASTE COLLECTION: Part 6*						$	

*Estimated yard waste/lawn debris time period for which separate collection may be designated. More or less weeks could be designated at the sole discretion of the City.

Note: Contractor shall only be compensated for actual weeks designated for separate collection which is estimated to be 36 weeks / year from approximately the first week in April through the end of the last week in November each year.

Section VI - Option to extend the SCOPE OF SERVICE ALTERNATE BID #2 contract term for an additional three years under the same terms and conditions from May 1, 2021 to April 30, 2024.

7. Bi-Weekly **MANDATORY CURBSIDE RECYCLING** pick-up (mandatory use of a 96, 64 or 32 gallon cart)

		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
Residential	34,500	$	$	$	$	$	$
Condos/Townhouses	5,200	$	$	$	$	$	$
	Weekly	Subtotal	$	Subtotal	$	Subtotal	$
Above subtotal x 36 pickups/year		$		$		$	
*Contract **Sub-total** - Section VI – MANDATORY BI-WEEKLY CURBSIDE RECYCLING: Part 7*						$	

- This bid requires all residential accounts (including condos and townhouses) be provided either a 96, 64 or 32 gallon wheeled cart to collect their recyclable material for pick-up on a weekly basis.
- All residential accounts (to include condos and townhouses) will be given the opportunity to choose between a 96, 64 or 32 gallon cart and must collect their recyclable materials within the cart for removal by the waste hauler.
- The Department of Public Works is unable to estimate the exact number of 96, 64 or 32 gallon carts needed.

*Contract **Subtotal** - Section VI - REFUSE COLLECTION: Parts 1-5 (above)*	$
*Contract **Subtotal** - Section VI – YARD WASTE COLLECTION: Part 6 (above)*	$
*Contract **Subtotal** - Section VI – MANDATORY CURBSIDE RECYCLING: Part 7 (above)*	$
*Contract **GRAND TOTAL** - Section VI (transfer to page 67)*	$

8. Incremental cost for the City or homeowner to purchase one (1) wheeled cart for use under **ALTERNATE BID #2 EXTENSION.**

	2021/2022	2022/2023	2023/2024
	Unit Price	Unit Price	Unit Price
32 gallon	$	$	$
64 gallon	$	$	$
96 gallon	$	$	$

- The City reserves the right to select the color of the carts.

Company Name: _____ **Authorized Signature:** _____

VIII. BID FORMS (CONT'D)

Yard Waste Disposal in a Landfill Energy Production Facility (Supplemental Bid)

If Legislation were to be approved at the State level that would amend Part 115 (Solid Waste Management) of the Natural Resource and Environmental Protection Act to allow yard waste/lawn debris to be disposed of in a landfill that was certified as a landfill energy production facility, the City may look to take advantage of the efficiencies in a combined refuse and yard waste collection process.

Provide a unit price deduction that would be subtracted from the following subsections:

Section I - Part 1 and Part 6

Section II - Part 1 and Part 6

Section III - Part 1 and Part 6

Section IV - Part 1 and Part 6

Section V - Part 1 and Part 6

Section VI - Part 1 and Part 6

Year	Unit Price Reduction	
2016/2017	$_____	
2017/2018	$_____	
2018/2019	$_____	
2019/2020	$_____	
2020/2021	$_____	
2021/2022	$_____	*Optional Contract Extension*
2022/2023	$_____	*Optional Contract Extension*
2023/2024	$_____	*Optional Contract Extension*

VIII. BID FORMS (CONT'D)

All quantities indicated in the bids 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. Each Bidder shall submit:

Bid Bond/Guarantee in the amount of $250,000.

Attachments A through H

Financial statements prepared by an independent accountant for the preceding two (2) fiscal years, as well as the most recently issued interim reports produced internally or externally.

Contract is to remain in effect from May 1, 2016 through April 30, 2021 with an option for the City to extend the contract for one (1) three year term under the same terms and conditions, with pricing as set forth in the Contractor's bid for contract years 6, 7, and 8 unless lower pricing is negotiated by the Contractor and the City of Sterling Heights.

Section I – Base Bid Total – Grand Total Bid (page 36) $_____

Section II – Base Bid Ext. – Grand Total Bid (page 42) $_____

Section III – Alt. Bid #1 - Grand Total Bid (page 48) $_____

Section IV – Alt. Bid #1 Ext. – Grand Total Bid (page 54) $_____

Section V – Alt. Bid #2 - Grand Total Bid (page 60) $_____

Section VI – Alt. Bid #2 Ext. – Grand Total Bid (page 65) $_____

The undersigned certifies that all documents/addendums associated with this bid have been downloaded from the MITN website. Bidder further agrees and understands that the City of Sterling Heights reserves the right to reject any and all Bids and the right to waive irregularities in bidding if it determines such action to be in the best interests of the City.

Company_____

Address_____

City/State/Zip_____

Representative/Title_____

Telephone/Fax_____

E-Mail Address/Website_____

Terms_____

Signature/Date_____

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

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

DELIVERED FEB 1 1 2016
City Clerk's Use

Item No: 4
Meeting: 2/16/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider a request to transfer ownership of a 2015 Class C liquor licensed business, with SDM license, dance-entertainment permit, Sunday Sales Permit (P.M.), and specific purpose permit (food), located at 33355 Van Dyke, Sterling Heights MI 48312 from Hojaij Makky Properties, LLC to EAA LLC.

Submitted By: Office of the City Clerk MC

Contact Person/Telephone: Mark Carufel, City Clerk 586/446-2421

Administration (initial as applicable)

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

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

Executive Summary

Background – EAA LLC, a Michigan limited liability company d/b/a Alie's Lebanese Grill (Applicant), has made application to the Michigan Liquor Control Commission (MLCC) for the transfer of ownership of a 2015 Class C and SDM liquor licensed business with Sunday sales permit (PM), dance-entertainment permit, and specific purpose permit (food) from Hojaij Makky Properties, LLC. The location of the licensed premises will remain at 33355 Van Dyke.

Since 2011, Hojaij Makky Properties, LLC has operated Ollie's Lebanese Cuisine, a Class C liquor licensed restaurant located at 33355 Van Dyke. Hojaij Makky Properties is co-owned by Ali Makky and Ali Hojaij. Mr. Makky has purchased the membership interest of Mr. Hojaij and is bringing in a new co-owner, Maher Jawad. Mr. Makky and Mr. Jawad have formed EAA LLC (Applicant) to own and operate the restaurant under the new assumed name of Alie's Lebanese Grill. Due to the change in ownership, Applicant has filed an application with the Michigan Liquor Control Commission and the City to transfer the Class C liquor license. Mr. Makky will have a 51% membership interest in Applicant and Mr. Jawad will have the remaining 49% membership interest.

Applicant's majority owner, Ali Makky, has extensive experience operating a successful restaurant serving beer, wine, and spirits for on-premises consumption. Ali Makky will oversee the management of the restaurant business. Maher Jawad does not have prior restaurant or liquor license experience; however he is training under Mr. Makky and will assume a management position.

Applicant is also transferring the dance-entertainment permit, an SDM (beer and wine) license, Sunday Sales Permit (P.M.), and specific purpose permit (food).

This proposed transfer will have no material affect on business operations at the restaurant. Applicant intends to continue to offer patrons a full menu with multiple Middle Eastern entrées. No physical changes or renovations to the building are planned at this time. The floor plan has indoor seating for 167 patrons on the ground floor, 50 patrons on the mezzanine, and 24 patrons on the outdoor patio. Hours of operation are 11:00 a.m. to 10:00 p.m., Monday thru Thursday, 11:00 a.m. to 11:00 p.m., Friday and Saturday, and Noon to 10:00 p.m., Sunday. Entertainment will comprise of live music, dancing and the occasional Middle Eastern belly dancer.

The Police Department, Fire Department, Office of Planning, Office of Building Services, Office of Code Enforcement and Office of Treasury have completed their respective reviews and report no objections to the application.

Since this is a request for a *transfer* of the license from within Sterling Heights, it will have **no effect** on the City's quota licenses.

City Administration is recommending that City Council recommend approval of the transfer utilizing the one-step process. The following criteria from §5-34(G) of the City Code support this recommendation:

(1) The Applicant's management experience in operating a liquor licensed business;
As previously noted, Applicant's majority owner has successfully co-owned and managed a successful liquor licensed business from this location in Sterling Heights for five years and has prior restaurant experience.

(2) The Applicant's general business management experience;
Applicant's majority and minority owners have business management experience, including relevant restaurant management experience.

(5) The Applicant's financial status and its ability to build and/or operate the proposed facility on which the proposed liquor license is to be located;
Applicant's owner has demonstrated the financial status and ability to operate a liquor licensed business for a significant period of time. Applicant's owner made substantial renovations prior to opening Ollie's Lebanese Cuisine in 2011.

(10) The recommendations of the local law enforcement agency, Building Department, Zoning Department and Fire Department with regard to the proposed facility;
Please see the attached reports from City Departments and Offices indicating no negative information regarding Applicant's application.

Suggested Action:

MOVED BY: **SECONDED BY:**

Resolved, that the request to transfer ownership of a 2015 Class C liquor licensed business, with SDM license, dance entertainment permit, Sunday Sales permit (P.M.), and specific purpose permit (food) at 33355 Van Dyke, Sterling Heights MI 48312 from Hojaij Makky Properties, LLC to EAA LLC. be considered for approval.

CITY OF STERLING HEIGHTS

LIQUOR LICENSE APPLICATION

SUBMIT TO: CITY CLERK
CITY OF STERLING HEIGHTS
40555 UTICA ROAD
P.O. BOX 8009
STERLING HEIGHTS, MI 48311-8009

(Please print or type - a separate application is required for each applicant)

1. Applicant ALI MAKKY

   Address

   Type of License CLASS C SDM LICENSE

   Type of Permit

   Include all permits to be issued with this license.

   Business Name EAA, LLC D.B.A ALIE'S LEBANESE GRILL

   Business Address 33355 VAN DYKE, STER. HTS, MI 48312

   Telephone 586-978-2000

   Legal Description LEBANESE RESTAURANT

   If this is a transfer, date application was filed with the Michigan Liquor Control Commission 9-18-15

2. Give the following information for the business proprietor, partners and persons with an interest in the business to be licensed. If incorporated, give same information for officers, directors and managerial employees:

Name	Address	Nature of interest in business or official position	Citizen of U.S. Answer Yes or No
ALI MAKKY		51% PARTNER	YES
MAHER JAWAD		49% PARTNER	YES

3. Have any of the persons named above had a license issued under any alcoholic control law suspended or revoked at any time? NO

   If so, attach a statement giving a full explanation of each such suspension or revocation, including the date thereof.

4. Has there been a suspension or denial to the applicant or applicants of a liquor license within the past two years? NO

5. Is the applicant the owner of the premises to be licensed? YES
   If not, do you have a lease covering the full license period for the premises to be licensed?_____ Give date lease expires_____
   (Include a copy of the lease with the application.)

   If the applicant is not the owner of the premises to be licensed, give name of owner and address:

   Name: See lease attached
   Complete Address:

6. Do you or any member of your family hold a license for sale of alcoholic beverages at the present time, either as an individual, a member of a partnership or stockholder in a licensed corporation? NO If so, give type of license:_____

   Name in which license is issued and relationship:_____

   Address:_____

7. Have you or any member of your family previously held a license or any interest in a license for sale of alcoholic beverages in the State of Michigan? YES

   If so, give type of license or licenses, names in which licenses were issued, stating relationship and location:

   ALI HOJAIJ / BROTHER IN LAW / LOCATION WERE APPLYING FOR

   SADA HOJAIJ / SISTER / AVENUE SPORTS BAR

8. Have you or any member of your family ever held a license for sale of alcoholic beverages anywhere in the United States? NO If so, give address, city, state and name in which license was issued: _____

State whether or not you will be active in the management of this business if the license is granted: YES If so, in what capacity? 100 percent operations
If a partnership, number of shares owned: 51%

9. Does applicant propose to operate a restaurant, an SDM or SDD business, or conduct any form of entertainment in connection with his business or operate a jukebox or offer music of any type? YES

If yes, furnish all details: LIGHT ENTERTAINMENT
2 MAN BAND 60/70's LIGHT MUSIC
OCCASIONAL BELLY DANCER

10. PERSONAL INFORMATION:

Applicant

Full Name ALI MAKKY Age ___ Date of Birth _____

Address _____

Telephone number _____

Sex M Height _____ Weight ___ Color of Hair _____ Color of Eyes ___

Driver's License No. ___

U.S. Citizen? YES Naturalized? (number and place) _____

Marital Status SINGLE Michigan Resident? YES How Long? BIRTH

Spouse

Full name (including maiden name) N/A

Address _____

Telephone number _____ Date of Birth _____

10. Personal Information (Cont'd)

Dependents and/or children

Name	Address	Telephone No.	Date of Birth
NONE			

Employment (past 10 years)

Occupation	Name & Address of Employer	Supervisor	From	To
OPERATIONS MGR	ALIE'S LEBANESE GRILL / 33355 VAN DYKE,	MYSELF	9/2015	- Pr
OPERATIONS MGR	OLLIE'S LEBANES CUISINE / 33355 VAN DYKE,	MYSELF	7/2011	9/201
ACCT MGR	MES Solutions / 5700 E. 11 mile,	Rodney Rasmussen	6/2006	7/2

Residence (past 10 years)

Address	City and State	From	To

Have you ever had your name legally changed? NO Have you ever used a name other than the one you now use? NO If so, give former name(s)_____

10. Personal Information (Cont'd)

Have you ever been arrested? (This means any arrest regardless of whether or not you were convicted)_____ Have you ever been convicted?_____

Give a complete record of all arrests and convictions, including dates and places:

_____

_____

_____

_____

11. Do you agree to obtain local approval for all permits to be issued with the requested license, at this time or in the future. (I.e. dance, entertainment, dance-entertainment)

Yes X No _____

I, ALI MAKKY, do hereby solemnly swear or affirm that all statements contained in this application are true and correct to the best of my knowledge, information and belief.

Signature of Applicant [signature]

Sworn to and subscribed before me this 15th day of December, 2015

[signature]
Notary Public

Macomb County, Michigan

My commission expires: December 31, 2017

J. MAILLOUX
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 31, 2017
ACTING IN COUNTY OF Macomb

CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN

TO ANY PERSON PRESENTED WITH THIS AUTHORIZATION BY AN AGENT OF THE CITY OF STERLING HEIGHTS.

YOU, AND ANY PERSON ASSOCIATED WITH YOU, ARE HEREBY AUTHORIZED TO GIVE TO THE CITY OF STERLING HEIGHTS, OR ANY REPRESENTATIVE THEREOF, ANY AND ALL INFORMATION WHICH MAY BE REQUESTED REGARDING MY EMPLOYMENT, BANK ACCOUNTS, STOCK AND BOND ACCOUNTS, OTHER FINANCIAL MATTERS, MY PHYSICAL CONDITION AND TREATMENT RENDERED BY YOU THEREFOR, AND, IF NECESSARY TO ALLOW THEM TO EXAMINE ANY RECORDS WHICH YOU MAY HAVE CONCERNING MYSELF OR MY HEALTH.

SIGNATURE

ALI MAKKY
TYPE OR PRINT NAME

WITNESS:

Valerie England
Valerie England
12/15/15
Date

Sworn to and subscribed before me this 15th day of December, 2015

J. Mailloux
Notary Public

Macomb County, Michigan

My commission expires: December 31, 2017

J. MAILLOUX
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 31, 2017
ACTING IN COUNTY OF

AUTHORIZATION TO INSPECT PREMISES

I AUTHORIZE THE CITY OF STERLING HEIGHTS TO CONDUCT ANY INSPECTIONS IT CONSIDERS NECESSARY TO DETERMINE COMPLIANCE WITH CODES, ORDINANCES AND LAWS APPLICABLE TO:

ALIE'S 33355 VAN DYKE, STER. HTS 48312
(ADDRESS OF BUSINESS)

SIGNATURE

ALI MAKKY
TYPE OR PRINT NAME

WITNESS:

Valerie England
Valerie England
12/15/15
Date

Sworn to and subscribed before me this 15th day of December, 2015

J. Mailloux
Notary Public

Macomb County, Michigan

J. MAILLOUX
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 31, 2017
ACTING IN COUNTY OF Macomb

My commission expires: December 31, 2017

CITY OF STERLING HEIGHTS

LIQUOR LICENSE APPLICATION

SUBMIT TO: CITY CLERK
CITY OF STERLING HEIGHTS
40555 UTICA ROAD
P.O. BOX 8009
STERLING HEIGHTS, MI 48311-8009

(Please print or type - a separate application is required for each applicant)

1. Applicant Maher Jawad

   Address

   Type of License Class C SDM License

   Type of Permit

   Include all permits to be issued with this license.

   Business Name EAA, LLC

   Business Address 33355 Van Dyke Ave, Sterling Heights MI

   Telephone 586-978-2000

   Legal Description

   If this is a transfer, date application was filed with the Michigan Liquor Control Commission 09-18-15

2. Give the following information for the business proprietor, partners and persons with an interest in the business to be licensed. If incorporated, give same information for officers, directors and managerial employees:

Name	Address	Nature of interest in business or official position	Citizen of U.S. Answer Yes or No	
Maher Jawad		~~50%~~ Owner	Yes	49%
Ali Makki		~~50%~~ Owner	Yes	51%

3. Have any of the persons named above had a license issued under any alcoholic control law suspended or revoked at any time? NO

   If so, attach a statement giving a full explanation of each such suspension or revocation, including the date thereof.

4. Has there been a suspension or denial to the applicant or applicants of a liquor license within the past two years? NO

5. Is the applicant the owner of the premises to be licensed? Yes
   If not, do you have a lease covering the full license period for the premises to be licensed?_____ Give date lease expires_____
   (Include a copy of the lease with the application.)

   If the applicant is not the owner of the premises to be licensed, give name of owner and address:

   Name: See lease attached
   Complete Address:

6. Do you or any member of your family hold a license for sale of alcoholic beverages at the present time, either as an individual, a member of a partnership or stockholder in a licensed corporation? NO If so, give type of license:

   Name in which license is issued and relationship:

   Address:

7. Have you or any member of your family previously held a license or any interest in a license for sale of alcoholic beverages in the State of Michigan? NO

   If so, give type of license or licenses, names in which licenses were issued, stating relationship and location:

8. Have you or any member of your family ever held a license for sale of alcoholic beverages anywhere in the United States? NO If so, give address, city, state and name in which license was issued: _____

State whether or not you will be active in the management of this business if the license is granted: _____ If so, in what capacity? _____ See Narrative attached
If a partnership, number of shares owned: _____

9. Does applicant propose to operate a restaurant, an SDM or SDD business, or conduct any form of entertainment in connection with his business or operate a jukebox or offer music of any type? Yes

If yes, furnish all details: Class C SDM, with entertainment - dancing - singing - music.

10. PERSONAL INFORMATION:

Applicant

Full Name Maher Ahmad Jawad Age _____ Date of Birth _____

Address _____

Telephone number _____

Sex M Height _____ Weight _____ Color of Hair _____ Color of Eyes _____

Driver's License No. _____

U.S. Citizen? Yes Naturalized? (number and place) _____

Marital Status Single Michigan Resident? Yes How Long? Birth

Spouse

Full name (including maiden name) N/A

Address _____

Telephone number _____ Date of Birth _____

10. Personal Information (Cont'd)

Dependents and/or children

Name	Address	Telephone No.	Date of Birth
NONE			

Employment (past 10 years)

Occupation	Name & Address of Employer	Supervisor	From	To
Jawad Group Management	46820 North Ave Macomb, MI 48042	Eddie Jawad	2004	-present

Residence (past 10 years)

Address	City and State	From	To

Have you ever had your name legally changed? NO Have you ever used a name other than the one you now use? NO If so, give former name(s)_____

10. Personal Information (Cont'd)

Have you ever been arrested? (This means any arrest regardless of whether or not you were convicted)_ _ Have you ever been convicted?_____

Give a complete record of all arrests and convictions, including dates and places:

_____

_____

_____

_____

11. Do you agree to obtain local approval for all permits to be issued with the requested license, at this time or in the future. (I.e. dance, entertainment, dance-entertainment)

Yes X No _____

I, Maher Jawad, do hereby solemnly swear or affirm that all statements contained in this application are true and correct to the best of my knowledge, information and belief.

Signature of Applicant_____

Sworn to and subscribed before me this 4th day of December, 2015

_____
Notary Public
GALE C POWERS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 06, 2018
Acting in the County of_____

_____
Notary Public, Michigan

GALE C POWERS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 06, 2018
Acting in the County of_____

My commission expires:_____

CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN

TO ANY PERSON PRESENTED WITH THIS AUTHORIZATION BY AN AGENT OF THE CITY OF STERLING HEIGHTS.

YOU, AND ANY PERSON ASSOCIATED WITH YOU, ARE HEREBY AUTHORIZED TO GIVE TO THE CITY OF STERLING HEIGHTS, OR ANY REPRESENTATIVE THEREOF, ANY AND ALL INFORMATION WHICH MAY BE REQUESTED REGARDING MY EMPLOYMENT, BANK ACCOUNTS, STOCK AND BOND ACCOUNTS, OTHER FINANCIAL MATTERS, MY PHYSICAL CONDITION AND TREATMENT RENDERED BY YOU THEREFOR, AND, IF NECESSARY TO ALLOW THEM TO EXAMINE ANY RECORDS WHICH YOU MAY HAVE CONCERNING MYSELF OR MY HEALTH.

SIGNATURE

Maher Jawad
TYPE OR PRINT NAME

WITNESS:

12-4-15
Date

Sworn to and subscribed before me this 4th day of December ,2015

Notary Public

_____County, Michigan

GALE C POWERS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 06, 2018
Acting in the County of_____

My commission expires: _____

AUTHORIZATION TO INSPECT PREMISES

I AUTHORIZE THE CITY OF STERLING HEIGHTS TO CONDUCT ANY INSPECTIONS IT CONSIDERS NECESSARY TO DETERMINE COMPLIANCE WITH CODES, ORDINANCES AND LAWS APPLICABLE TO:

33355 Van Dyke Ave., Sterling Heights, MI
(ADDRESS OF BUSINESS)

SIGNATURE

Maher Jawad
TYPE OR PRINT NAME

WITNESS:

12-4-15
Date

Sworn to and subscribed before me this 4th day of December, 20 15

Notary Public

GALE C POWERS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 06, 2018
Acting in the County of

County, Michigan

My commission expires:

Alie's
LEBANESE GRILL

Mr. Mark Carufel

City Clerk

City of Sterling Heights

40555 Utica Rd.

Sterling Heights, MI 48311

Mr Carufel,

The purpose of this letter is to discuss my character, experience, and financial ability to meet obligations and business undertaking associated with owning a Class C SDM Liquor License. I am currently the owner of Alie's Lebanese Grill formally known as Ollie's Lebanese Cuisine. I have been the owner since inception, just recently buying out my partners share and taking on a new partner. I am well versed in the owning and operating a business with a liquor license having operated this business for 5 years now and before that having started and operated a business with a liquor license for 2 yrs prior in Brighton. I am tip certified, as well as having 2 managers and a host being tip certified as well so that there is someone always on site who is knowledgeable. I have an extensive wine offering from all over the world, as well as a full beer and liquor offering as well. We have monthly trainings through our various vendors on service of alcohol, importance of not serving to minors, and all the ins and outs of alcohol service. The restaurant has been in operation for 5 years now and has severed alcohol since day one. In regards to financial responsibilities, the restaurant is operating with zero debt, and is currently grossing a little over 1.3 million a year, so it is more than capable of a financial obligation pertaining to the liquor license. Should you have any questions or concerns, please feel free to contact me anytime.

Sincerely,

Ali Makky

Alie's Lebanese Grill

Alie's
LEBANESE GRILL

Mr. Mark Carufel

City Clerk

City of Sterling Heights

40555 Utica Rd.

Sterling Heights, MI 48311

Mr Carufel,

The purpose of this letter is to discuss the specific entertainment held in our venue. The entertainment held here is occasional and consists of a 2 man band playing 60/70's music; generally that is easy listening during dinner with no dancing. We also occasionally have belly dancers as well, they have private dressing rooms in the restaurant, and tables are moved to provide a 10x10 dance floor.

Sincerely,

Ali Makky

Alie's Lebanese Grill

Alia's
LEBANESE GRILL

Hours of Operation

Monday-Thursday	11:00am-10:00pm
Friday-Saturday	11:00am-11:00pm
Sunday	12:00pm-10:00pm

Alie's
LEBANESE GRILL

Mr. Mark Carufel

City Clerk

City of Sterling Heights

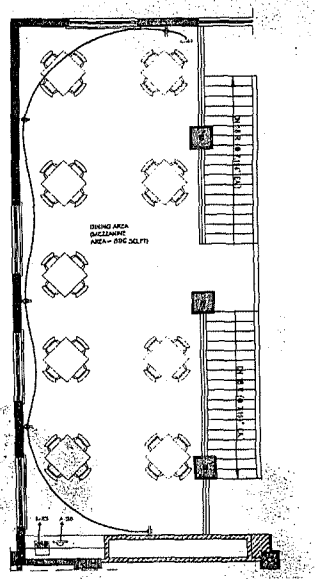
Mr Carufel,

The purpose of this letter is to discuss my recent purchase of partnership with Ali Makky and EAA LLC, d.b.a. Alie's Lebanese Grill in Sterling Heights as well as what involvement I will have in the business and a brief background of my experiences in the business world. I have been employed through my family business for over 10 years, staring from the ground floor. My current job title is General Manager of Jawad Investments, in which I oversee 6 locations throughout Macomb County. I am responsible for financials, employees, and overseeing the day to day operations. I am also a fulltime student at Ferris State University, graduating this spring with a Bachelors' in Business Administration concentration Management.

My true passion has always been cooking ever since I can remember, and it has always been a dream of mine to own a restaurant. I have known Ali Makky for a very long time, our families have been very close, and when the opportunity presented itself, I knew this is what I wanted to do. I have been transitioning out of Jawad Investments ever since, hopefully by early spring being able to be completely out, in the mean time I have been committing my free time to training at the restaurant, in hopes of giving it my undivided attention after graduation. It is our goal that by this time I will have a complete understanding of the restaurant industry, and will continue to mentor under Mr. Makky until this is accomplished. Mr. Makky is very experienced and knowledgeable in the entire workings of a restaurant, and continues to perfect our product, service, and environment every chance he gets. We hope to have the perfect recipe to grow in Macomb County to one day becoming a household name. Should you have any questions or concerns, please feel free to contact me anytime. (313)806-2728

Sincerely,

Maher Jawad



2
E-2 PROPOSED MEZZANINE POWER PLAN

Scale: 3/16"= 1'-0"

ELECTRICAL INTERLOCK

MMC, 2003 506.1., MAKE UP AIR.
1. The amount of makeup air supply shall be approximately equal to the amount of exhaust air.
2. For mechanical makeup air systems, the exhaust and makeup air systems shall be electrically interlocked to insure that makeup air is provided whenever the exhaust system is in operation.
3. Interlock all exhaust fans with makeup air system with UL/ETL or equivalent components.

G.F.I.C. NOTE

ALL KITCHEN RECEPTACLES MUST BE G.F.I.C. PROTECTED. NEC 2002

ELECTRICAL EQUIPMENT NOTE

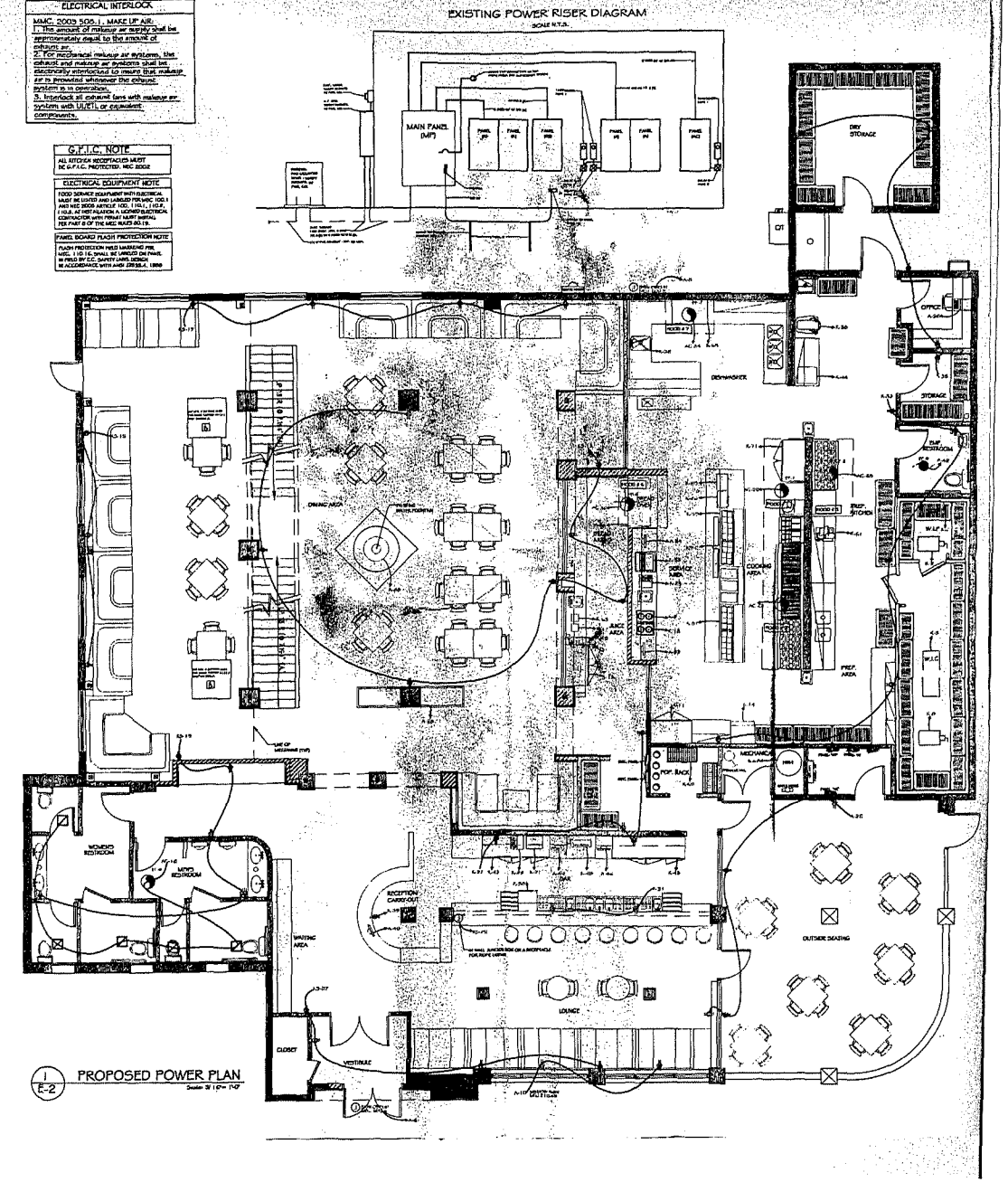
FOOD SERVICE EQUIPMENT WITH ELECTRICAL MUST BE LISTED AND LABELED PER MMC 100.1 AND NEC 2003 ARTICLE 100, 110.1, 110.2, 110.3. AT INSTALLATION A LICENSED ELECTRICAL CONTRACTOR WILL PERMIT MUST INSPECT PER PART 6 OF THE NEC NUCO 6119.

PANEL BOARD FLASH PROTECTION NOTE

FLASH PROTECTION FIELD MARKING PER NEC. 110.16, SHALL BE LABELED ON PANEL W FIELD BY C.C. SAFETY LABEL DESIGN IN ACCORDANCE WITH ANSI Z535.4, 1998

PANEL: "KS" VOLTS: 120/208 PH/WIRE: 3/4			MARKS: 225A M.L.O SECTION: 1 MOUNTING: SURF.				NEMA 1 COPPER BUS		
SERVICE	C/B	LTG. VA.	PWR. VA	#	#	LTG. VA.	PWR. VA	C/B	SERVICE
LTG- KITCHEN	20/1	800		1	2		8000	20/1	HEAT LAMPS
LTG- KITCHEN	20/1	850		3	4			20/1	SPARE
LTG- KITCHEN	20/1	850		5	6			20/1	SPARE
LTG- MEZZANINE	20/1	690		7	8			20/1	SPARE
LTG- MEZZANINE	20/1	690		9	10			20/1	SPARE
	20/1			11	12			20/1	SPARE
RECEPT.-PRMB	20/1		180	13	14			20/1	SPARE
RECEPT.-PRMB	20/1		180	15	16			20/1	SPARE
RECEPT.-PRMB	20/1		180	17	18			20/1	SPARE
RECEPT.-PRMB	20/1		180	19	20		5870	20/1	SP-1 & 2
HOOD TIMER	20/1		200	21	22			20/1	SPARE
HOOD LIMITS	20/1	1500		23	24			20/1	SPARE
HOOD LIMITS	20/1	1500		25	26			20/1	SPARE
RECEPT.	20/1		180	27	28			20/1	SPARE
REFRIGERATOR	20/1		636	29	30			20/1	SPARE
SPARE	20/1			31	32			20/1	SPARE
SPARE	20/1			33	34			20/1	SPARE
SPARE	20/1			35	36			20/1	SPARE
SPARE	20/1			37	38			20/1	SPARE
SPARE	20/1			39	40			20/1	SPARE
SPARE	20/1			41	42			20/1	SPARE
TOTAL LIGHTING VA			7290	X	1.25		9112.5	REMARKS:	
TOTAL POWER VA			15190	X	0.7		10633.3		
TOTAL APARRTS. VA			------		0.25		8403		
TOTAL VA. CONNECTED			22480	DESIGN			28015		
AMPS CONNECTED			203.6	DESIGN			186.2		

PANEL: "AC" VOLTS: 120/208 PH/WIRE: 3/4			MARKS: 400A M.L.O SECTION: 1 MOUNTING: SURF.				NEMA 1 COPPER BUS		
SERVICE	C/B	LTG. VA.	PWR. VA	#	#	LTG. VA.	PWR. VA	C/B	SERVICE
RTU- 1	70/3		15360	1	2			20/1	SPARE
				3	4			20/1	SPARE
				5	6			20/1	SPARE
RTU- 2	70/3		23280	7	8			20/1	SPARE
				9	10			20/1	SPARE
				11	12			20/1	SPARE
RTU- 3	80/1		26830	13	14			20/1	SPARE
				15	16		3000	20/1	P-MEZZANIN EF-6
				17	18			20/1	
RTU- 4	110/3		46410	19	20			20/1	
				21	22		5870	20/1	KITCHEN EF-1&2
				23	24			20/1	
RTU-5	80/3		(31460)	25	26			20/1	
				27	28		2880	20/1	P-KITCHEN EF-3
				29	30			20/1	
RTU-5	20/1		(31460)	31	32			20/1	
SPARE	20/1			33	34		500	20/1	DISHWASHER EF-7
SPARE	20/1			35	36		1340	20/1	BRAND OVEN EF-8
TOTAL LIGHTING VA			0	X	1.25		0	REMARKS:	
TOTAL POWER VA			134710	X	1.0		134710		
TOTAL APARRTS. VA			------		0.25		9029		
TOTAL VA. CONNECTED			121150	DESIGN			143784		
AMPS CONNECTED			293.8	DESIGN			348.5		



1
E-2 PROPOSED POWER PLAN

Scale: 3/16"= 1'-0"

Alie's

LEBANESE GRILL

33355 VAN DYKE AVE. | STERLING HEIGHTS, MI 48312

586.978.2000

Fax: 586.978.2004

www.aliieslebanesegrill.com

vegetarian

ALL-YOU-CAN-EAT SOUP & SALAD
Include your choice of any cup of soup, our delicious house salad and oven-baked pita bread 6.99 Upgrade the salad .99

MUJADARA Ⓖ
Served with yogurt and soup or salad 7.99

BORGHOL Ⓖ
Served with yogurt and soup or salad 7.99

LENTIL KIBBEE Ⓖ
Served with soup or salad 7.99

VEGETARIAN TRAY Ⓖ
2 veggie grape leaves, 2 spinach pies, 2 falafel and muajadara. Served with soup or salad 7.99

sandwiches

ANY SANDWICH FROM THE MENU
Served with soup or regular house salad 6.99 Upgrade the salad .99

lunch

Ask your server about today's special.
Lunch menu available Monday-Friday 11am-3pm

SHISH KABOB *Ⓝ
Served with rice or fries and soup or salad 8.99

SHISH TAWOOK
Served with rice or fries and soup or salad 8.99

SHISH KAFTA
Served with rice or fries and soup or salad 8.99

CHICKEN SHAWARMA
Served with rice or fries and soup or salad 8.99

CHICKEN KAFTA Ⓖ
Served with rice or fries and soup or salad 8.99

MEAT TRAY Ⓖ
1 fried kibbee, 2 meat-stuffed grape leaves, 2 meat pies and hommous. Served with soup or salad 8.99

MEAT SHAWARMA
Served with rice or fries and soup or salad 8.99

HOMMOUS TOPPED WITH CHICKEN OR MEAT SHAWARMA
Served with rice or fries and soup or salad 9.99

healthy drinks

LITER OF ANY OF THESE 11.99

raw juices

APPLE 3.99
ORANGE 3.99
GRAPEFRUIT 3.99
CARROT 3.99
FRESH LEMONADE 3.99
MANGO 3.99
GUAVA 3.99
PAPAYA 3.99

smoothies

All are mixed with strawberry, banana and honey

ORANGE SMOOTHIE 3.99
PAPAYA SMOOTHIE 3.99
STRAWBERRY SMOOTHIE 3.99
GUAVA SMOOTHIE 3.99
MANGO SMOOTHIE 3.99
APPLE SMOOTHIE 3.99

raw mix

CARROT BEET BLOOD TUNE-UP 3.99
CARROT SPINACH 3.99
CARROT CELERY 3.99
CARROT APPLE 3.99
POTASSIUM BROTH
Carrot, spinach, beets, celery and parsley 3.99
ARNOLD PALMER
Fresh squeezed lemonade with iced tea 3.99
GREEN MIX
Kale, cucumber, spinach and celery 3.99

beverages

BOTTLED WATER 1.99
SPARKLING WATER 3.99
COKE PRODUCTS 1.99
HOT TEA 1.99
COFFEE 2.99
ARABIC COFFEE HALF POT 3.99
ARABIC COFFEE WHOLE POT 4.99
ESPRESSO single 1.99 double 3.99
CAPPUCCINO 4.99

Full premium bar with large selection of beer and wine from all over the world.

Let us cater your next event.
Visit us online at alieslebanesegrill.com

*Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

appetizers

vegetarian

HOMMOUS
Chickpeas blended with sesame seed sauce, garlic and lemon small 4.99 large 6.99

HOMMOUS BASIL
small 5.99 large 7.99

HOMMOUS WITH RAW VEGGIES
small 7.99 large 9.99

BABA GHANOOJ
Charbroiled eggplant with sesame seed sauce, garlic and lemon small 4.99 large 6.99

STARTER COMBO Ⓖ
Hommous, baba ghanooj, tabbouli 6.99

FALAFEL PLATE
Chickpeas and fava beans ground with vegetables and spices, served with tahini sauce, tomatoes and pickles 7.99

CAULIFLOWER
Sautéed with onions and topped with parsley and tahini sauce 5.99

SPINACH PIES Ⓖ 3.99

VEGGIE GRAPE LEAVES
Rolled grape leaves with rice and mixed vegetables, natural herbs and spices, topped with homemade tomato sauce 7.99

TOMATO KIBBEE Ⓖ
Freshly cut tomatoes, onions, and parsley mixed with cracked wheat, a hint of lemon, olive oil, natural herbs and spices 7.99

MAKDOUS
Pickled baby eggplant stuffed with walnuts, garlic and spices 4.99

CHEESE SAMBUSKY Ⓖ Ⓓ
Feta cheese, mozzarella cheese and Chicago cheese, mixed with parsley, rolled in phyllo dough then fried in vegetable oil 5.99

BATATA HARRA
Sautéed potatoes with fresh garlic, cilantro and lemon 5.99

non-veggie

KIBBEE NAHYEE *Ⓖ (raw) 11.99

HOMMOUS WITH MEAT OR CHICKEN Ⓝ
Sautéed with almonds topped over hommous 9.99

MEAT GRAPE LEAVES
Rolled grape leaves with rice and ground beef, natural herbs and spices, topped with homemade tomato sauce 7.99

ALIE'S WINGS Ⓖ
Sautéed with garlic, cilantro and lemon 6.99

CHICKEN WINGS Ⓖ
Plain, BBQ or hot 6.99

SHRIMP CILANTRO
Jumbo shrimp sautéed with fresh garlic, cilantro, natural herbs and spices and a hint of lemon 10.99

FRIED KIBBEE Ⓖ
Sautéed ground meat and onions, stuffed in kibbee balls and fried in vegetable oil 7.99

MEAT PIES Ⓖ 3.99

ARRAYES Ⓖ Ⓝ
Panini grilled pita stuffed with ground beef, onions, parsley, almonds and natural herbs and spices 4.99

SOJOK
Lebanese sausage sautéed with tomatoes 6.99

CALAMARI Ⓖ
Flash fried with lemon butter, capers and tomatoes 8.99

soups

CRUSHED LENTIL
cup 2.99 bowl 3.99

CHICKEN LEMON RICE Ⓖ
cup 2.99 bowl 3.99

SOUP DU JOUR
cup 2.99 bowl 3.99

Ⓖ Contains Gluten Ⓝ Contains Nuts Ⓓ Contains Dairy

*Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

salads

FATTOUSH SALAD Ⓖ
Traditional salad mixed with fried pita bread small 4.99 large 6.99

FATTOUSH FETA Ⓖ Ⓓ
small 5.99 large 7.99

TABBOULI SALAD Ⓖ
Chopped parsley, tomatoes, green onions, mint and cracked wheat in olive oil and lemon dressing small 4.99 large 6.99

CAESAR SALAD Ⓖ Ⓓ large 7.99

GREEK SALAD Ⓓ small 5.99 large 7.99

IRAQI SALAD small 4.99 large 6.99

HOUSE SALAD small 4.99 large 6.99

SPINACH SALAD large 7.99

SPINACH FETA Ⓓ large 8.99

YOGURT & CUCUMBER SALAD Ⓓ large 4.99

RICE ALMOND SALAD Ⓖ Ⓝ
large 7.99

ADD GRILLED CHICKEN BREAST 3.99

ADD SHAWARMA
(chicken or meat) 3.99

ADD CHARBROILED JUMBO SHRIMP OR SALMON FILET 9.99

sides

CHARBROILED VEGETABLES 3.99

RAW VEGETABLES 3.99

GARLIC SPREAD Side 1.99 Cup 3.99 Bowl 4.99

FRENCH FRIES 3.99

RICE Ⓖ 3.99

FETA Ⓓ 1.99

PICKLES & TURNIPS 2.99

sandwiches

All sandwiches contain gluten Ⓖ

CHICKEN, HOMMOUS, TABBOULI 3.99

MEAT SHAWARMA SANDWICH
Rolled with onions, tomatoes, pickles, parsley and tahini sauce 3.99

CHICKEN SHAWARMA SANDWICH
Rolled with pickles, lettuce and garlic sauce 3.99

SOJOK SANDWICH
Rolled with pickles, tomatoes and garlic 3.99

TAWOOK & TABBOULI 3.99

SHISH TAWOOK SANDWICH
Rolled with garlic, lettuce and pickles 3.99

SHISH KABOB SANDWICH Ⓝ
Rolled with hommous, onions, tomatoes and parsley 3.99

SHISH KAFTA SANDWICH
Rolled with onions, tomatoes, parsley, pickles and tahini sauce 3.99

CHICKEN KAFTA SANDWICH
Rolled with garlic, lettuce and pickles 3.99

GRAPE LEAVES SANDWICH
Veggie or meat grape leaves rolled with hommous and pickles 3.99

CHICKEN OR BEEF GHALLABA SANDWICH
Rolled with rice and pickles 3.99

MUJADARA SANDWICH
Rolled with tomatoes, lettuce, onions and house dressing 3.99

FALAFEL SANDWICH
Rolled with tomato, lettuce, pickles, parsley and tahini sauce 3.99

FALAFEL, HOMMOUS, TABBOULI 3.99

HOMMOUS TABBOULI SANDWICH 3.99

CHICKEN CREAM CHOP SANDWICH Ⓓ
Rolled with lettuce, tomato, and ranch dressing 3.99

CAULIFLOWER BATATA SANDWICH
Rolled with tomato and garlic 3.99

*Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

entrees

All entrees served with your choice of rice or fries and soup or salad

charbroiled

SHISH KABOB *Ⓝ
Marinated and charbroiled beef tenderloin 15.99

SHISH KAFTA
Charbroiled ground meat with parsley and onions 13.99

FILET MIGNON *
Topped with mushrooms, demi glace sauce and served with charbroiled vegetables 21.99

LAMB CHOPS *
Marinated and charbroiled New Zealand French cut 26.99

SHISH TAWOOK
Marinated and charbroiled chicken breast cubes 14.99

CHICKEN LEMON OREGANO Ⓓ
Marinated chicken breast charbroiled and topped with lemon oregano sauce 14.99

CHICKEN SHATTA
Charbroiled chicken breast topped with fresh tomatoes, jalapeños, garlic, natural herbs and spices, sautéed in olive oil 14.99

CHICKEN KAFTA Ⓖ
Charbroiled ground chicken breast with parsley 13.99

DE-BONED CHICKEN
half 12.99 whole 19.99
white meat only half 1.00 whole 2.00

QUAIL
4 pieces marinated in lemon, garlic sauce, herbs and spices 18.99

SHISH COMBO *Ⓝ
One skewer kabob, one skewer tawook, one skewer kafta 17.99

vegetarian

VEGETARIAN GHALLABA
Freshly cut vegetables sautéed with natural herbs and spices 11.99

VEGGIE COMBO Ⓖ
Tabbouli, hommous, grape leaves, falafel and spinach pie 11.99

MUJADARA Ⓖ
Steamed brown lentils and cracked wheat topped with sautéed onions. Served with yogurt and choice of soup or salad 11.99

BORGHOL Ⓖ
Cracked wheat cooked with tomatoes, mushrooms, onions, celery, and green peppers. Served with yogurt and choice of soup or salad 11.99

LENTIL KIBBEE Ⓖ
Steamed lentils mixed with cracked wheat, onion, lemon, and olive oil, topped with sautéed onions. Served with choice of soup or salad 11.99

seafood

SHISH SHRIMP KABOB
Marinated and charbroiled jumbo shrimp, served with vegetables 18.99

SHISH SWORD KABOB
Marinated and charbroiled cubes of swordfish, served with vegetables 17.99

SHRIMP CILANTRO
Sautéed with mushrooms, a hint of fresh garlic, cilantro and lemon 17.99

SHRIMP GHALLABA
Sautéed with freshly cut vegetables 16.99

SALMON GHALLABA
Sliced salmon sautéed with freshly cut vegetables 17.99

FARM-RAISED ALASKAN SALMON
Served with charbroiled vegetables 17.99

SCALLOPS PROVENCAL
Sauteed in garlic and olive oil, served over a bed of spinach slaw mix 16.99

PERCH WITH LEMON BUTTER
Topped with tomatoes, black olives and capers and sautéed in a fresh garlic white wine sauce 15.99

LEMON PEPPER TUNA *
Sliced and served over slaw mix 16.99

broiled

HOMMOUS WITH SHAWARMA
Chicken or meat over hommous 13.99

BABA GHANOOJ WITH SHAWARMA
Chicken or meat over baba 13.99

MEAT OR CHICKEN SHAWARAMA 13.99

SHAWARMA COMBO 13.99

*Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

sautéed

BEEF OR CHICKEN SAUTEED
Sautéed with mushrooms, garlic and natural herbs and spices, served with hommous 15.99

TENDERLOIN PEPPER *Ⓓ
Fresh choice cut of beef tenderloin lightly pan seared and topped with homemade brandy pepper cream sauce. 18.99

BEFTAK Ⓝ
Sautéed beef tenderloin medallions with fresh garlic and cilantro 14.99

KIBBEE WITH HASHAWEE *Ⓖ Ⓝ
Raw Kibbee topped with sautéed ground meat, onions and almonds 16.99

BEEF OR CHICKEN GHALLABA
Sautéed with freshly cut vegetables, garlic and natural herbs and spices 14.99

BEEF OR CHICKEN GHALLABA OVER HOMMOUS 18.99

HOMMOUS WITH MEAT OR CHICKEN Ⓝ
Hommous topped with sautéed meat or chicken and almonds 14.99

CHICKEN LIVER
Sautéed with onions, green onions, jalapeño peppers and a hint of lemon 12.99

CHICKEN CILANTRO
Sautéed chicken with mushrooms, fresh cilantro, a hint of garlic and lemon 13.99

CHICKEN CREAM CHOPS Ⓖ Ⓓ
Marinated with breaded chicken breast (fried) 13.99

family feast combo

for two

SHISH COMBO *Ⓝ
1 shish kabob skewer, 1 shish tawook, 1 shish kafta skewer, meat and chicken shawarma 29.99

SAMPLER COMBO Ⓖ
Falafel, hommous, baba ghanooj, tabbouli, meat and veggie grape leaves, shawama (chicken and meat), fried kibbee, meat and spinach pie 35.99

VEGETARIAN COMBO Ⓖ
Hommous, baba ghanooj, veggie grape leaves, falafel, tabbouli, borghol and mujadara 28.99

for four to six

FAMILY FEAST *Ⓝ Ⓖ
6 pcs. falafel, tabbouli, hommous, baba ghanooj, 2 kabob skewers, 2 tawook skewers, 3 beef kafta skewers, 3 chicken kafta skewers, chicken cream chops 89.99

for ten

ALIE'S FEAST *Ⓝ Ⓖ
10 pcs falafel, tabbouli, hommous, baba ghanooj, 4 kabob skewers, 4 tawook skewers, 5 beef kafta skewers, 5 chicken kafta skewers, meat and chicken shawarma, chicken cream chops 199.99

desserts

CRÈME CARAMEL Ⓓ 3.99

BAKLAVA Ⓖ 2.99

RICE PUDDING Ⓓ 3.99

Ⓖ Contains Gluten Ⓝ Contains Nuts
Ⓓ Contains Dairy

*Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

kids' menu

CHICKEN STRIPS WITH FRIES Ⓖ 6.99

GRILLED CHEESE SANDWICH WITH FRIES Ⓖ Ⓓ 4.99

WING DINGS WITH FRIES Ⓖ 6.99

HAMBURGER WITH FRIES Ⓖ
6.99 Add cheese .99

MAC & CHEESE BITES WITH FRIES Ⓖ Ⓓ 5.99

©2015 • 855-973-2607 • MC15_23225 10_15

Alie's
LEBANESE GRILL

Signature Cocktails

Fresh Fruit Sangria
Fresh fruit marinated in a red wine punch

Pineapple Express
Mango vodka, Orange vodka, Island Oasis banana puree, orange juice and pineapple juice

Maker's Manhattan
Maker's Mark, sweet vermouth, dash of bitters

Caribbean Island
Citrus Vodka, Hpnotiq, coconut rum, blue tropical schnapps, blue curacao, pineapple juice

Signature Martini's

White Grape
vodka and white grape juice

Jolly Rancher
Apple vodka, peach schnapps, cranberry juice

Dirty D
Two James Gin, vermouth, olive juice, olives

Dolphin
vodka, blue curaçao, peach schnapps

Beers

| LABATT BLUE |
BLUE LIGHT |
| MILLER LITE |
COORS LIGHT |
| BUDWEISTER |
| BUD LIGHT |
| BEAN FLICKER
| CLOSURE |
| DIRTY BLONDE |
| BLUE MOON |

| CORONA |
| CORONA LIGHT |
|HEINEKEN |
| HEINEKEN LIGHT |
| ALMAZA |
| STELLA |
| BUDDA |
| GUINNESS |
| DOS EQUIS XX |

| MILLER LITE |
| DRAGONMEAD |
| OCTOBERFEST |
| FAT TIRE |
|BELLS BEST BROWN ALE |

AGREEMENT REGARDING LIQUOR LICENSE REQUEST

This Agreement, made this 4th day of DEC., 2015, by and between the CITY OF STERLING HEIGHTS, MICHIGAN, a municipal corporation, with offices located at 40555 Utica Road, Sterling Heights, Michigan, 48313, hereinafter known as "THE CITY", and

Name of Business: EAA LLC

a (State) Michigan Corporation, whose address is:

(Street Address): 33355 VAN DYKE

(City, State, Zip): STER. HTS, MI 48312

Short Name of Business: DBA. ALIE'S LEBANESE GRILL

the Applicant, hereinafter known as "APPLICANT".

1. The City Council of THE CITY, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of the Request for Class C liquor control license by the APPLICANT.

2. In consideration of THE CITY'S recommendation for approval of the request for a Class C liquor license, APPLICANT hereby agrees that:
   a. It has read and is aware of the provisions of the Sterling Heights Code of Ordinances, including but not limited to Chapter 5, Chapter 7, Chapter 12, and Chapter 29, and agrees that it shall be deemed to have knowledge of any subsequent amendments to the Code and said Chapters which may become effective during the term of this agreement.
   b. It has read and is in receipt of copies of the provisions of the City of Sterling Heights City Council Resolution Adopting Guidelines for Revocation of Licenses and Permits, and agrees that it shall be deemed to have knowledge of any subsequent amendments to the Resolution which may become effective during the term of this Agreement.
   c. It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States, State of Michigan, and the City of Sterling Heights, or

any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a Class C or Class B liquor licensed business in the City of Sterling Heights.

d. It agrees to implement procedures to prevent alcohol abuse on its premises or related to its premises by instituting a program such as Training for Intervention Procedures by Servers of Alcohol (T.I.P.S.), Techniques of Alcohol Management (T.A.M.), or the Management/Server Alcohol Awareness Program.

3. APPLICANT agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation of this Agreement, or of the provisions referenced in paragraph 2 of this Agreement, shall occur.

4. APPLICANT agrees that the recommendation of Approval agreed upon by the City Council is contingent upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes), and also the nature and type of business and entertainment intended to be conducted, remain virtually the same.

5. APPLICANT agrees that upon a violation, a full investigation shall be conducted by the City Manager, affording an opportunity for APPLICANT to be heard and/or to take corrective action, which might render a recommendation of revocation or non-renewal unnecessary.

6. APLLICANT agrees that the City Manager shall have the discretion to forward the results of the investigation to the City Council with a recommendation for revocation or non-renewal proceedings.

7. APPLICANT agrees that, upon review of the City Manager's recommendations by the City Council and upon a finding that a violation of this Agreement, or of any of the provisions referenced in paragraph 2 of this Agreement, has occurred, the City Council shall have just cause for revocation of said recommendation of Approval.

8. The City and APPLICANT agree that this Agreement shall remain in effect for the duration of the liquor license in question, including all consecutive renewals.

9. The City and APPLICANT agree that this Agreement becomes null and void in the event that state law or administrative rules are revised to prohibit or effectively prevent its use or purpose.

EAA, LLC
(NAME OF APPLICANT BUSINESS)

By: _____ 12-15-15
(Dated)

By: _____ 12-15-15
(Dated)

CITY OF STERLING HEIGHTS

By: _____
Michael C. Taylor, Mayor (Dated)

By: _____
Mark Carufel, City Clerk (Dated)

Subscribed and sworn to before me
this 15th day of December, 2015

_____
Notary Public, Macomb County, MI

My commission expires: December 31, 2017

J. MAILLOUX
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 31, 2017
ACTING IN COUNTY OF Macomb

Subscribed and sworn to before me
this _____ day of _____, _____

_____
Notary Public, Macomb County, MI

My commission expires:

8. The City and APPLICANT agree that this Agreement shall remain in effect for the duration of the liquor license in question, including all consecutive renewals.

9. The City and APPLICANT agree that this Agreement becomes null and void in the event that state law or administrative rules are revised to prohibit or effectively prevent its use or purpose.

EAA, LLC
(NAME OF APPLICANT BUSINESS)

By: _____ 12/4/15
(Dated)

By: _____
(Dated)

Subscribed and sworn to before me
this 4th day of December, 2015

_____
Notary Public, _____ County, MI

My commission expires:

NOTARY PUBLIC OFFICIAL SEAL STATE OF MICHIGAN
GALE C POWERS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 06, 2018
Acting in the County of_____

CITY OF STERLING HEIGHTS

By: _____
Michael C. Taylor, Mayor (Dated)

By: _____
Mark Carufel, City Clerk (Dated)

Subscribed and sworn to before me
this _____ day of _____, _____

_____
Notary Public, Macomb County, MI

My commission expires:

AGREEMENT REGARDING ENTERTAINMENT PERMIT REQUEST

This Agreement, made this 4th day of Dec, 2015, by and between the CITY OF STERLING HEIGHTS, MICHIGAN, a municipal corporation, with offices located at 40555 Utica Road, Sterling Heights, Michigan, 48313, hereinafter known as "THE CITY", and

Name of Business: EAA LLC

a (State) MI Corporation, whose address is:

(Street Address): 33355 VAN DYKE

(City, State, Zip): STER. HTS, MI 48312

Short Name of Business: DBA ALIE'S LEBANESE GRILL,

the Applicant, hereinafter known as "APPLICANT".

1. The City Council of THE CITY, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of the Request for an entertainment permit by APPLICANT.

2. In consideration of THE CITY's recommendation for approval of the request for an entertainment permit, APPLICANT hereby agrees that:
   a. It has read and is aware of the provisions of the Sterling Heights Code of Ordinances, including but not limited to Chapter 5, Chapter 7, Chapter 12, and Chapter 29, and agrees that it shall be deemed to have knowledge of any subsequent amendments to the Code and said Chapters which may become effective during the term of this agreement.
   b. It has read and is in receipt of copies of the provisions of the City of Sterling Heights City Council Resolution Adopting Guidelines for revocation of Licenses and Permits, and agrees that it shall be deemed to have knowledge of any subsequent amendments to the Resolution which may become effective during the term of this Agreement.

c. It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States, State of Michigan, and the City of Sterling Heights, or any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a Class C liquor licensed business in the City of Sterling Heights.

d. It agrees that the only form of entertainment to be conducted pursuant to the entertainment permit shall be as follows:

X Dancing	____ Still Slides
____ Monologues	____ Closed Circuit Television
____ Dialogues	____ Contests
____ Motion Pictures	X Other Performances (Specify):

Music / Belly Dancer.

3. APPLICANT agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation of this Agreement, or of the provisions referenced in paragraph 2 of this Agreement, shall occur.

4. APPLICANT agrees that the recommendation of Approval agreed upon by the City Council is contingent upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes), and also the nature and type of business and entertainment intended to be conducted, remain virtually the same.

5. APPLICANT agrees that upon a violation, a full investigation shall be conducted by the City Manager, affording an opportunity for APPLICANT to be heard and/or to take corrective action, which might render a recommendation of revocation or non-renewal unnecessary.

6. APPLICANT agrees that the City Manager shall have the discretion to forward the results of the investigation to the City Council with a recommendation for revocation or non-renewal proceedings.

7. APPLICANT agrees that, upon review of the City Manager's recommendations by the City Council and upon a finding that a violation of this Agreement, or of any of the provisions referenced in paragraph 2 of this Agreement, has occurred, the City Council shall have just cause for revocation of said recommendation of Approval.

8. THE CITY and APPLICANT agree that this Agreement shall remain in effect for the duration of the entertainment permit in question, including all consecutive renewals.

9. The City and APPLICANT agree that this Agreement becomes null and void in the event that state law or administrative rules are revised to prohibit or effectively prevent its use or purpose.

ALIE' LEBNESE GRILL
(NAME OF APPLICANT BUSINESS)

By: _____ 12-15-15
(Dated)

By: _____ 12-15-15
(Dated)

CITY OF STERLING HEIGHTS

By: _____
Michael C. Taylor, Mayor (Dated)

By: _____
Mark Carufel, City Clerk (Dated)

Subscribed and sworn to before me
this 15th day of December, 2015

_____
Notary Public, Macomb County, MI

My commission expires: December 31, 2017

J. MAILLOUX
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 31, 2017
ACTING IN COUNTY OF Macomb

Subscribed and sworn to before me
this _____ day of _____, _____

_____
Notary Public, Macomb County, MI

My commission expires:

6. APPLICANT agrees that the City Manager shall have the discretion to forward the results of the investigation to the City Council with a recommendation for revocation or non-renewal proceedings.

7. APPLICANT agrees that, upon review of the City Manager's recommendations by the City Council and upon a finding that a violation of this Agreement, or of any of the provisions referenced in paragraph 2 of this Agreement, has occurred, the City Council shall have just cause for revocation of said recommendation of Approval.

8. THE CITY and APPLICANT agree that this Agreement shall remain in effect for the duration of the entertainment permit in question, including all consecutive renewals.

9. The City and APPLICANT agree that this Agreement becomes null and void in the event that state law or administrative rules are revised to prohibit or effectively prevent its use or purpose.

EAA, LLC
(NAME OF APPLICANT BUSINESS)

By: _____ 12/4/15
(Dated)

By: _____
(Dated)

CITY OF STERLING HEIGHTS

By: _____
Michael C. Taylor, Mayor (Dated)

By: _____
Mark Carufel, City Clerk (Dated)

Subscribed and sworn to before me
this 4th day of December 2015

Gale C. Powers
Notary Public, _____ County, MI

My commission expires:

GALE C POWERS
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 06, 2018
Acting in the County of _____

Subscribed and sworn to before me
this _____ day of _____, _____

_____
Notary Public, Macomb County, MI

My commission expires:

STERLING HEIGHTS FIRE DEPARTMENT
CLASS C LIQUOR LICENSE
INSPECTION STATUS REPORT FORM

DATE: February 2, 2016

TO: City Clerk Mark Carufel - City Clerk's Office

FROM: Fire Marshal Mike Bauss - Fire Prevention Division

BUSINESS: Alies
33355 Van Dyke
Sterling Heights, MI 48312

Date of your request 12/27/15

Inspection Report Number 41604

Inspection Report Date 01/22/16

Number of Amusement Devices Found ..... N/A

Capacity for this facility ..... N/A

☒ At this time, all fire and life safety requirements are in compliance. We have no objection to the approval of a **Class C Liquor License** for this business.

☐ This business is not built yet. Plans have NOT been received and/or reviewed.

☐ Violation items were cited on the inspection report and Fire Department approval cannot be granted at this time. A re-inspection will be conducted upon completion.

☐ A re-inspection was conducted on _____.
Violation items were found corrected. We have no objection to the approval of a **Class C Liquor License** for this business at this time.

Yours in fire safety,

Mike Bauss
Fire Marshal

Reviewed and Approved:

Chris Martin
Fire Chief

/rk

Class C Permit | PCLC150010

Property Information

10-33-426-001-000	33355 Van Dyke	Subdivision:	
	Sterling Heights MI, 48312	Lot:	Block:

Name Information

Owner:	MAHER'S PROJECT, LLC	Phone:	
Occupant:	ALIE'S LEBANESE GRILL	Phone:	
Applicant:	ALIE'S LEBANESE GRILL	Phone:	
Contractor:		Phone:	
Licensee:		Phone:	
License Issued:			
License Expires:			

Permit Information

Date Issued: Date Expires: Status: READY TO ISSUE

Work Description:
Requesting permits for the following:

Class C Liquor License
SDM Permit
Sunday Sales Permit (PM)
Dance -Entertainment Permit
Specific Purpose Permit (Food)

Stipulations:

Comment:

Approval - Building Inspection | Robert Earley

Status:	Scheduled	Result:	
Scheduled:	12/18/2015 12:00 AM	Completed:	

Approval - Planning Inspection | Chris McLeod

Status:	Completed	Result:	Approved
Scheduled:	12/18/2015 12:00 AM	Completed:	12/17/2015 09:41 AM

Class C Permit | PCLC150010

Property Information

10-33-426-001-000	33355 Van Dyke	Subdivision:	
	Sterling Heights MI, 48312	Lot:	Block:

Name Information

Owner:	MAHER'S PROJECT, LLC	Phone:	
Occupant:	ALIE'S LEBANESE GRILL	Phone:	
Applicant:	ALIE'S LEBANESE GRILL	Phone:	
Contractor:		Phone:	
Licensee:		Phone:	
License Issued:			
License Expires:			

Permit Information

Date Issued: Date Expires: Status: READY TO ISSUE

Work Description:

Requesting permits for the following:

Class C Liquor License
SDM Permit
Sunday Sales Permit (PM)
Dance -Entertainment Permit
Specific Purpose Permit (Food)

Stipulations:

Planning approval sent to CC . . . 12/17/15

Comment:

Approved 12-23-15
Bob-E

Approval - Building Inspection | Robert Earley

Status:	Completed	Result:	~~Disapproved~~
Scheduled:	12/18/2015 12:00 AM	Completed:	12/18/2015 03:09 PM OK

Violations:

Uncorrected 1- E light's need new Batteries. 2- Leak on HVAC unit in Kitchen ceiling in path to dining room. 3- Cover dry food / spice Bin's in store room.

Approval - Planning Inspection | Chris McLeod

Status:	Completed	Result:	Approved
Scheduled:	12/18/2015 12:00 AM	Completed:	12/17/2015 09:41 AM

Liquor LicenseEnforcement | E15-9968

rmation

01-000	33355 Van Dyke	Subdivision:	
	Sterling Heights MI, 48312	Lot:	Block:

formation

	MAHER'S PROJECT, LLC	Phone:	
ant:	ALIE'S LEBANESE GRILL	Phone:	
		Phone:	

rcement Information

Filed:	12/17/2015	Date Closed:	12/21/2015	Status:	CLOSED
plaint:					
Action Date:		Last Inspection:	12/21/2015		
Action:					

nance Inspection | Mark Glazewski

s:	Completed	Result:	No Violation
duled:	12/21/2015	Completed:	12/21/2015

CITY OF Sterling Heights

Interoffice Memorandum

Date: February 4, 2016 – **Updated Search**

To: Mark Carufel

From: Jennifer Varney, Treasurer — Maureen Proudfoot, Account Clerk

Subject: **Tax Search –Application for the transfer of ownership of an existing Class C Liquor Licensed Business**

Treasury review of the attached application has been completed. This review included status checks on outstanding property taxes as well as special assessments and invoices. The results of our review reflect the following -

Personal Taxes	10-33-426-001-001	Property Address	33355 Van Dyke
Taxable Value	25,000	Requested By	Mark Carufel
School District	Warren Consolidated Schools	Date Requested	2/4/16
	OLLIE'S LEBANESE CUISINE		

2015 Winter Taxes

- [x] Paid in full
- [ ] Due in the amount of $
- [ ] Delinquent in the amount of $
- [ ] No taxes due

Invoices (Munis)

- [ ] Paid in full
- [ ] Due in the amount of $
- [x] None

2015 Summer Taxes

- [x] Paid in full
- [ ] Due in the amount of $
- [ ] Delinquent in the amount of $
- [ ] No taxes due

Special Assessments

- [ ] Paid in full
- [ ] Due in the amount of $
- [ ] Delinquent in the amount of $
- [x] None

2014 Taxes and Prior All 2013 & prior PAID per Carolyn @ County

- [x] Paid in full
- [ ] Delinquent in the amount of $
- [ ] No taxes due

*No prior taxes levied on the business name of "EAA, LLC/Alie's Lebanese Grill

PROPERTY #: 10-33-426-001-001
CLASS: 251
TAXABLE VAL: 25,000

SCHOOL: 50230
PRE/MBT %: 100.0000
SEV: 25,000

TAXPAYER: OLLIE'S LEBANESE CUISINE
33355 VAN DYKE
STERLING HEIGHTS MI 48312-5926

MORTGAGE CODE: 99998
Personal Property

PROP ADDRESS: 33355 Van Dyke

SUMMER TAX INFO		WINTER TAX INFO	
AD VALOREM TA	1,173.07	AD VALOREM TAX:	38.98
SP. ASSMENTS:	0.00	SP. ASSMENTS:	0.00
ADMIN FEE:	11.73	ADMIN FEE:	0.38
INTEREST:	29.62	INTEREST:	0.00
TOTAL:	1,214.42	TOTAL:	39.36
TOTAL PAID	1,214.42	TOTAL PAID	39.36
DATE PAID	01/26/2016	DATE PAID	01/26/2016
BALANCE DUE	0.00	**BALANCE DUE**	0.00

TOTAL BALANCE DUE 0.00

LEGAL DESCRIPTION

Personal Property

02/04/2016 CITY OF STERLING HEIGHTS 2015

PROPERTY #: 10-33-426-001-000
CLASS: 201
TAXABLE VAL: 371,957

SCHOOL: 50230
PRE/MBT %: 0.0000
SEV: 542,600

TAXPAYER: MAHER'S PROJECT, LLC
46820 NORTH AVENUE
MACOMB MI 48042

MORTGAGE CODE: 00000
HOMEOWNER

Property Mgmt Info

PROP ADDRESS: 33355 Van Dyke

SUMMER TAX INFO		WINTER TAX INFO	
AD VALOREM TA	19,396.58	AD VALOREM TAX:	580.07
SP. ASSMENTS:	0.00	SP. ASSMENTS:	0.00
ADMIN FEE:	193.96	ADMIN FEE:	5.80
INTEREST:	0.00	INTEREST:	0.00
TOTAL:	19,590.54	TOTAL:	585.87
TOTAL PAID	19,590.54	TOTAL PAID	
DATE PAID	08/28/2015	DATE PAID	
BALANCE DUE	0.00	**BALANCE DUE**	585.87

TOTAL BALANCE DUE 585.87

by 2/29/16

LEGAL DESCRIPTION

STERLING PONDS CONDO, UNIT 1 SPLIT FROM 007 FOR 1996 MCCP # 493

All 2014 & prior taxes PAID per Amy @ County
No open invoices

CITY OF Sterling Heights
InnovatingLiving

Interoffice Memorandum

Date: February 4, 2016

Re: Requested Information Search – 33355 Van Dyke Ave

From: Pam Ambriez & Jennifer Varney

Finance review of the attached application has been completed. This review included a status check on outstanding utility bills. The results of our review reflect the following.

Utility bills are:

- ☑ Current balances of $ 457.61
- ☐ Paid in full – balance is $0
- ☐ Delinquent/outstanding in the amount of $_____
- ☐ Utility Billing is not aware of any service at that exact address

☑ This total does not include any interim billings

Pam Ambriez, Senior Account Clerk

Jennifer L. Varney, Treasurer

If you require any additional information, please contact this office on extension 2781.

Attachment

Account History Summary

My File Edit Tools Help

Account

AR category 60 - Services - General

Account 503016 Customer 51979

Parcel 1033426001000 Name EAA, LLC

Locaction # 33355 Suff Str VAN DYKE AVE Apt

City SH State MI Zip 48312-5926 Balance 457.61

History summary

Date	Bill#	Type	Check#	Amount	Interest	Balance
01/27/2016	728907	Charge		457.61	.00	457.61
01/20/2016		Payment		-439.54	.00	.00
12/29/2015	712979	Charge		409.18	.00	439.54
12/24/2015		Payment		-506.03	.00	30.36
12/23/2015		Penlty		30.36		536.39
11/25/2015	997801	Charge		506.03	.00	506.03
11/13/2015		Payment		-493.92	.00	.00
10/28/2015	980798	Charge		493.92	.00	493.92
10/16/2015		Payment		-591.32	.00	.00
09/28/2015	964669	Charge		499.97	.00	591.32

DELIVERED FEB 1 1 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 5
Meeting: 02/16/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider a nomination to the City of Sterling Heights Board of Ordinance Appeals Panel II

Submitted By: Office of the City Clerk

MC

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

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

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

Executive Summary:

City Council Governing Body Rule of Procedure 23, as amended on August 21, 2012, provides in relevant part as follows:

> Prior to an appointment to the Planning Commission, Zoning Board of Appeals, **Board of Ordinance Appeals**, Board of Review, Police and Fire Pension Board, and General Employees Retirement System Board, an appointee shall be nominated, as applicable, by the Mayor or City Council at a prior regular meeting.

There currently is a vacancy on the Board of Ordinance Appeals Panel II that necessitates the two-step (nomination / appointment) process. The City Council has the power of nomination and appointment.

The Board of Ordinance Appeals Panel II is authorized by an ordinance adopted on February 1, 2011. Panel II meets on the second Wednesday of each month at 3:00 p.m.

Applications of the residents interested in serving on the Board of Ordinance Appeals Panel II are attached. Spreadsheets indicating the applicants' preferences for appointment as reflected by their ranking of the respective boards and commissions and meeting attendance records are also attached.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to nominate _____ for consideration as an appointee to the Board of Ordinance Appeals Panel II at the March 1, 2016 regular City Council meeting.

Board of Ordinance Appeals II

(5 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/16	

Applications on File:

Brian Cole

Jazmine M. Early

Nancy E. Kijek

Louis Ottolini

Roman Stojalowsky

Paul Zdzieblowski

The Board of Ordinance Appeals shall consist of five members who shall be appointed by the City Council for staggered three year terms, or until a successor has been appointed. The staggered terms shall continue to be structured so that the term of one member expires each year. The members should have varying backgrounds, and one or more of the members should have experience or training related to construction or property and building maintenance.

The City Council may appoint not more than two alternate members to the Board of Ordinance Appeals who may be called by the chairperson to participate in hearings, appeals, and variance hearings of the Board during the absence or disqualification of a member.

"A" means the individual is **already appointed** to Board or Commission denoted

"E" means the individual **has been elected** to Board or Commission denoted

shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council

the number is the ranking given by the applicant to that Board or Commission they are interested in

		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
COLE	BRIAN	0					1							2														3	1
EARLY	JAZMINE	0	8	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	25
KIJEK	NANCY	0		3			1			4						2													4
OTTOLINI	LOUIS	0					1																	2				3	3
STOJALOWSKI	ROMAN	0					1			3						2													3
ZDZIEBLOWSKI	PAUL	0				2	3		5	1	4																		5

DELIVERED FEB 1 1 2016

CITY OF Sterling Heights
InnovatingLiving

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 6
Meeting: 02/16/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider appointments to City of Sterling Heights Boards and Commissions

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, MC City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

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

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

Executive Summary:

Due to recent resignations, the following boards and commissions currently have vacancies:

Board / Commission	# of Vacancies	Power of Appointment	To a Term Ending
Arts Commission	1	City Council	June 30, 2018
Beautification Commission	1	City Council	June 30, 2016
Citizen Advisory Committee / CDBG	1	City Council	June 30, 2016
Economic Dev. Corp / Brownfield Auth.	1	Mayor	June 30, 2019
Ethnic Community Committee	1	Mayor	June 30, 2017

Applications of the residents interested in serving on the above-noted boards and commissions have been provided to City Council. Spreadsheets indicating the applicants' preferences for appointment as reflected by their ranking of the respective boards and commissions are also included in the attached materials.

Suggested Action:

MOVED BY: **SECONDED BY:**

RESOLVED, to appoint _____ to the _____ to a term ending June 30, 20___, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Arts Commission

(12 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/18	

Applications on File:

Janis Adams	(Beautification Commission-exp. 06/30/16)
Mohammed Alomari	(Ethnic Community Committee-exp. 06/30/17)
Jazmine M. Early	
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Charles W. Jefferson	
Robert Lulgjuraj	(Ethnic Community Committee-exp. 06/30/16)
Howard Sizemore II	
Alvin Thomas	
Joyce Tye	(Beautification Commission-exp. 06/30/17)
Matthew Zarna	
Stacy Ziarko	(Library Board of Trustees-exp. 06/30/16)

The Commission shall consist of 12 members who shall be appointed by the City Council. All appointments to the Commission shall be for a four year term, with the term of office for three members of the Commission expiring on June 30 of each year. Members of the Commission shall be registered electors of the city upon appointment and shall remain so during their term of office.

"A" means the individual is **already appointed** to Board or Commission denoted

"E" means the individual **has been elected** to Board or Commission denoted

shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council

the number is the ranking given by the applicant to that Board or Commission they are interested in

		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
ADAMS	JANIS	1	2	A														3	4	5						6			6
ALOMARI	MOHAMMED	1	17			4		6	7		8		9		2	1	A		10	13	11			12		14	15	3	16
EARLY	JAZMINE	0	8	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	25
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
JEFFERSON	CHARLES	0	2							1		5						3								4	5		6
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	24
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	25
THOMAS	ALVIN	0	2														1												5
TYE	JOYCE	1	4	A				2								5			1					6				7	7
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	24
ZIARKO	STACY	1	2																	A									2

Beautification Commission

(12 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/16	

Applications on File:

Jazmine M. Early
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Manny Gonzales
Jennifer Gubin
Nancy E. Kijek
Robert Ljucovic
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
Howard Sizemore II
Matthew Zarna

The Beautification Commission shall consist of 12 members to be appointed by the majority vote of the members of the City Council. Each member shall hold office for a full three year term.

"A" means the individual is **already appointed** to Board or Commission denoted

"E" means the individual **has been elected** to Board or Commission denoted

shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council

the number is the ranking given by the applicant to that Board or Commission they are interested in

		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
EARLY	JAZMINE	0	8	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	25
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
GONZALES	MANNY	0		2													1												2
GUBIN	JENNIFER	0		4		3		5			2								1	6									6
KIJEK	NANCY	0		3			1			4						2													4
LJUCOVIC	ROBERT	0		2											3						1		4						4
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	24
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	25
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	24

Citizens Advisory Committee-Community Development BI Grant

(7 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/16	

Applications on File:

Eric Castiglia
Judi Dent (Arts Commission-exp. 06/30/17)
Jazmine M. Early
Charles W. Jefferson
Nancy E. Kijek
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/16)
Benjamin D. McMartin
Marko Mitkoski
Howard Sizemore II
Roman Stojalowsky
Shawn Taylor (Arts Commission-exp. 06/30/16)
(Ethnic Community Committee-exp. 06/30/16)
Joel Thomas
Matthew Zarna
Paul Zdzieblowski

"A" means the individual is **already appointed** to Board or Commission denoted

"E" means the individual **has been elected** to Board or Commission denoted

shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council

the number is the ranking given by the applicant to that Board or Commission they are interested in

		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
CASTIGLIA	ERIC	0						3		4		5		2										1					5
DENT	JUDI	1	A							4								2	3	1									5
EARLY	JAZMINE	0	8	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	25
JEFFERSON	CHARLES	0	2							1		5						3								4	5		6
KIJEK	NANCY	0		3			1			4						2													4
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	24
MCMARTIN	BENJAMIN	0				1				3				4					2	6								5	6
MITKOSKI	MARKO	0								1			3	2												7			4
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	25
STOJALOWSKI	ROMAN	0					1			3						2													3
TAYLOR	SHAWN	2	A			5			8	6	4		7				A		1					2				3	10
THOMAS	JOEL	0								1								2											2
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	24

Economic Development Corporation/Brownfield Auth.

(9 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/19	

Applications on File:

Eric Castiglia	
Brian Cole	
Jazmine M. Early	
Kozeta Elzhenni	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Laurel Johnson	(Board of Code Appeals-exp. 06/30/17)
	(Local Development Finance Authority-exp. 06/30/19)
Robert Lulgjuraj	(Ethnic Community Committee-exp. 06/30/16)
Benjamin D. McMartin	
Marko Mitkoski	
Joanne L. Paraventi	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Jeanne Schabath	(Arts Commission-exp. 06/30/18)
	(Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Howard Sizemore II	
Matthew Zarna	

Board. * shall consist of nine (9) members, not more than three (3) of whom shall be an officer or employee of the City.

"A" means the individual is **already appointed** to Board or Commission denoted

"E" means the individual **has been elected** to Board or Commission denoted

shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council

the number is the ranking given by the applicant to that Board or Commission they are interested in

		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
CASTIGLIA	ERIC	0						3		4		5		2										1					5
COLE	BRIAN	0					1							2														3	1
EARLY	JAZMINE	0	8	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	25
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
JOHNSON	LAUREL	2			A				2					1					3		A			5			6	7	8
LULGJURAJ	ROBERT	1	22	24	15	9		11	14	1	13	4	20	2	5	12	A	19	8	23	3	17	18	21	16	10	6	20	24
MCMARTIN	BENJAMIN	0				1				3				4					2	6								5	6
MITKOSKI	MARKO	0								1			3	2												7			4
PARAVENTI	JOANNE	1				8			6	A		10		5		1			2	3				7			4	9	11
SCHABATH	JEANNE	2	A							A				1							2								4
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	25
ZARNA	MATTHEW	0	9	25		1		2		5	6	7	8	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	24

Ethnic Community Committee

(11 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/17	

Applications on File:

Abbott Basal
Mary Calabro
William Dechavez
Jazmine M. Early
Kozeta Elzhenni (Citizens Advisory Committee-Community Development Bl Grant-exp. 06/30/16)
Manny Gonzales
Abul Patwary
Howard Sizemore II
Alvin Thomas
Matthew Zarna

Eleven (11) members appointed by the Mayor subject to confirmation by a majority vote of the City Council.

"A" means the individual is **already appointed** to Board or Commission denoted

"E" means the individual **has been elected** to Board or Commission denoted

shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council

the number is the ranking given by the applicant to that Board or Commission they are interested in

		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp\Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
BASAL	ABBOTT	0															1												1
CALABRO	MARY	0														1	3		2										3
DECHAVEZ	WILLIAM	0															1	2											2
EARLY	JAZMINE	0	8	20	25	2	2	12	21	5	19	18	24	23	17	16	3	15	4	14	13	22	11	6	1	10	9	7	25
ELZHENNI	KOZETA	1	17	2	21	22		20	19	A	23	25	18	24	16	4	1	6	5	7	8	9	10	11	12	14	13	15	25
GONZALES	MANNY	0		2													1												2
PATWARY	ABUL	0															1												1
SIZEMORE II	HOWARD	0	14	5	10	9		6	18	7	13	21	19	2	11	4	22	25	20	24	3	17	16	1	8	23	12	15	25