

1. March 1, 2016 Agenda

Documents: [COUNCIL AGENDA - 03-01-16.PDF](#)

2. March 1, 2016 Packet

Documents: [COUNCIL PACKET - 03-01-16.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, MARCH 1, 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

Swearing-in ceremony for new Sterling Heights Police Officers (Presentation – Interim Chief John Berg).

ORDINANCE INTRODUCTION

- 1. To consider introduction of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from O-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139 (Presentation – Chris McLeod, City Planner).**

ORDINANCE ADOPTION

- 2. To consider adoption of an ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards.**

3. CONSENT AGENDA

- A. Approval of Minutes
Regular Meeting of February 16, 2016**
- B. Approval of Bills**
- C. To award a bid for turf fertilization and weed control for the period April, 2016 through November, 2017 at unit prices bid (Estimated annual expenditure of \$32,930).**
- D. To approve excavation, removal, and replacement of underground City infrastructure by a pre-qualified contractor (Total estimated expenditure of \$27,470).**
- E. To award a bid for the hauling and disposal of street sweepings for a two-year period (Estimated two-year expenditure of \$34,900).**
- F. To award a bid for transit mix at unit prices bid for a one-year period (Estimated expenditure of \$70,835).**
- G. To split an award of a bid for self-contained breathing apparatus and air cylinders at unit prices bid for a two-year period (Estimated two-year expenditure of \$65,970).**
- H. To accept a proposal for professional architectural services in connection with parks and recreation capital projects (Estimated expenditure of \$18,250).**
- I. To approve a contract between the Michigan Department of Transportation and the City of Sterling Heights for the Dodge Park Road Reconstruction Project, Metropolitan Parkway to Utica Road, City Project #14-254 (Estimated City share of project cost is \$2,249,800).**
- J. To adopt a resolution authorizing issuance of Michigan Transportation Fund Bonds, Series 2016, in the estimated amount of \$9,630,000.**
- K. To adopt a resolution setting a public hearing for Tuesday, April 19, 2016 at 7:30 p.m. on the proposed Third Amended and Restated Local Development Finance Authority Development Plan and Tax Increment Finance Plan.**
- L. To reschedule the date of the first regular City Council meeting for May, 2016 from May 3, 2016 to May 4, 2016.**

CONSIDERATION

4. To consider approval of a request by Sterling Group Limited LLC for a variance to construct a cul de sac roadway in excess of 800 feet for ingress and egress to the Sterling Enterprise Park; Case No. PSP15-0048 (Presentation – Chris McLeod, City Planner).
5. To approve a request for proposals (RFP) for Refuse, Recyclables, and Yard Waste Collection Services (Presentation – Michael Moore, Public Works Director).
6. To consider approval of a memorandum of understanding between the City of Sterling Heights and the UAW Unit 40 of Local 412 – Professional and Technical Employees (Presentation – City Manager).
7. To consider a nomination to the City of Sterling Heights Board of Ordinance Appeals Panel II.
8. 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
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CITY MANAGER'S REPORT

March 1, 2016 --- CITY COUNCIL MEETING

A. CULTURAL EXCHANGE REMINDER

The 2016 Cultural Exchange takes place this Friday evening at the Senior Center from 6 to 10pm at the Senior Center. The public is welcomed and encouraged to attend this celebrated event. The Cultural Exchange will feature a wide array of ethnic music and dance, educational cultural displays from area groups and retailers, and cuisine from city restaurateurs. A minimum suggested donation of \$1 is requested. Last year's event drew nearly 1,000 people.

B. HOME CHORE PROGRAM

The City of Sterling Heights Senior Citizen Chore Program is administered by the Macomb County Community Services Agency (MCCSA). MCCSA assists senior citizens with grass cutting, snow removal and minor repairs. The program is available to persons who are age 60 and older and meet income eligibility guidelines (One person: no more than \$36,000; two persons: no more than \$45,000). The program is financed through the federal Community Development Block Grant (CDBG) program. There are currently 66 Sterling Heights residents in the program.

Grass Cutting

- Residents must make a new request every year by calling Macomb County Community Services Agency at 586.469.5228, press 4
- A new grass cutting list is created each year based on need.
- Residents who have been placed on the grass cutting list are notified in April.
- Cutting begins mid-April and continues into October. Lawns will be cut approximately once weekly April to July and every other week August to October.

Snow Removal

- Residents must make a new request every year by calling Macomb County Community Services Agency at 586.469.5228, press 4 and ask.
- A new snow list is created each year based on need.
- Residents who have been placed on the snow list are notified in November. Typically, there are more residents requesting service than there is money. Those most in need are prioritized.
- Snow removal is performed after a snowfall of two or more inches.

Residents who don't qualify for these services can sign up for the City's new program provided by Plowz and Mowz. Snow clearing or lawn mowing can be requested on-demand at an affordable cost. Visit the City's website at www.sterling-heights.net/Plowz for more information and to sign up.

Minor Repairs

Residents may request assistance for minor home repairs. Residents are expected to share in the cost of providing the service and may be required to purchase materials.

Typical odd jobs include:

- *minor plumbing and/or electrical*
- *change storms, screens, furnace filters*
- *install window plastic*
- *clean gutters*
- *replace locks*
- *install smoke alarms*

Call **586-469-5228** for more information or email name, phone number and request to mccsa@macombgov.org.

C. CLOSED SESSION

At the conclusion of tonight's agenda, I am requesting that the City Council convene in closed session to consider an attorney-client privileged and confidential communication.

Respectfully submitted,



Mark D. Vanderpool, City Manager



Business of the City Council
Sterling Heights, Michigan

DELIVERED FEB 25 2016

City Clerk's Use
Item No: *Presentation*
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Swearing-in ceremony for new Sterling Heights Police Officers (Presentation – Interim Chief John Berg).

Submitted By: Office of the City Clerk

Contact Person/Telephone: *MC* Mark Carufel, City Clerk / Risk Manager 446-2421

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

Interim Police Chief John Berg will be introducing and swearing-in the following six individuals who have been recently hired to serve the City, its businesses, and residents as police officers in the Sterling Heights Police Department:

- Garrett Burton
- Luke Drejewski
- Luke Dusellier
- Jeffrey Elgert
- Ryan Goddard
- Matthew Virgadamo

Suggested Action:

MOVED BY:

SECONDED BY:



AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider introduction of a map amendment to Zoning Ordinance No. 278 to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from O-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139 (Presentation – Chris McLeod, City Planner).

Submitted By: Office of Planning

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

Administration (initial as applicable)

Attachments

City Clerk	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Minutes
Finance & Budget Director	<input type="checkbox"/>	Ordinance	<input checked="" type="checkbox"/>	Plan/Map
City Attorney (as to legal form)	<input type="checkbox"/>	Contract	<input checked="" type="checkbox"/>	Other
City Manager				

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

Executive Summary

Introduction

Antias Investments (Petitioner) is requesting a conditional rezoning for property located on the east side of Mound Road, south of Burroughs Avenue in Section 4, from O-1 (Business & Professional Office District) to R-60 (One Family Residential District) in order to develop the subject property with four (4) single family residences. The subject property is currently vacant.

Background

Petitioner has an option to purchase the subject property, which has approximately 148' of frontage on Mound Road and a depth of approximately 300'. A variety of land uses abut this 1.02 acre vacant parcel. The lot immediately to the south of the subject parcel is zoned O-1 (Business & Professional Office District) and improved with an older residence. Further to the south, the vacant land fronting on Mound Road is also zoned O-1 (Business & Professional Office District), but a use variance recently granted by the Zoning Board of Appeals will result in the construction of a Jimmy Johns fast food restaurant with a drive through.

To the north, across Burroughs Avenue, the Mound Road frontage is improved with a multi-family development. Immediately to the east of the subject parcel, the property is zoned R-60 (One Family Residential District) and improved with established single-family residences.

The Master Land Use Plan designates this area as Transitional. This land use category is intended to permit transitional uses depending on the parcel size, configuration, and location. The appropriate land uses for this designation will depend on the unique characteristics of each site. The Master Land Use Plan specifically indicates the Transitional designation is to be utilized where single family housing is to be phased out over time (i.e. along the Mound Road frontage). The Master Land Use Plan further suggests that nonresidential developments adhere to the design principles outlined for Local Commercial land uses in the Plan. These principles include traditional architectural design principles, developments being orientated to pedestrians, parking being located in the side and rear yards, a buildings relationship to the street, amongst others.

Proposal

Petitioner has an offer to purchase the subject parcel and is requesting the conditional rezoning to facilitate development of four single family residences with frontage on the south side of Burroughs Avenue. The subject parcel would be split into four separate lots. The lot closest to Mound Road would be 90' (frontage) by 126' (depth). The three other lots created by splits will measure 70' (frontage) by 126' (depth). Petitioner has not provided any building plans as part of the conditional rezoning, but has verbally indicated that the residences will be ranch style and 1,800 square feet each.

Petitioner's proposed property split will also create an orphan, non-buildable parcel measuring approximately 22' of frontage on Mound Road and a depth of 300'. Petitioner proposes to sell the orphan parcel to the owner of the parcel abutting to the south (and zoned O-1) It should be noted that this property transfer may not be guaranteed as it would require both owners to agree on the transfer and terms of transfer.

Specific Conditions Offered

- Build four (4) – 1,800 square foot, ranch style homes on Burroughs Avenue
- Lots measuring 75x125 (corner lot would be larger)
- Intention of selling twenty two (22) feet of frontage off of Mound to the owner of 43080 Mound or to buy 43080 Mound Road from the current owner.
- See attached site plan

When evaluating the potential rezoning of the property, it is important to first look at the range of permitted uses under the existing zoning. The O-1 District allows for a wide array of administrative office uses, medical offices, banks, etc. These types of uses would be consistent with the office uses further to the south. However, it is noted that the applicant has indicated that the property has been for a long period with little or no interest.

The existing office designation would provide a continuation of the office zoning pattern that has been established from Burroughs Avenue, through the property to the south, and all the way to 19 Mile Road. Further, the office use would continue to provide a transition to the property to the north (across Burroughs Avenue) which is multiple family.

The specific intent of the City's One Family Residential Zoning District is to encourage the construction and continued use of one family dwellings and to prohibit the use of the land which would substantially interfere with the development of one family dwellings. The city also discourages any land use which, because of its character and size, would create requirements and costs for public

services substantially in excess of those needed for the one family densities of that zoning district. The city also discourages any land use which would be incompatible or generate excessive traffic on local streets. The intent of the one family district in this case appears to conflict with the intent of the Master Land Use Plan.

Finally, if rezoned, the property could impact the development of the remaining O-1 property between the subject property and the developed office complex at the intersection of 19 Mile Road. The remaining nonresidential property(s) would likely be required to provide additional screening, additional setback or both.

Recommendation

The Office of Planning has reviewed Applicant's application to conditionally rezone the subject property and is recommending denial. The specific reasons for this recommendation include the following:

1. The proposed conditional rezoning of the subject property from O-1 (Business & Professional Office District) to R-60 (One Family Residential District) is contrary to the City's Master Land Use Plan. As noted above, this portion of Mound Road frontage is designated Transitional, with the intent to phase out, over time, the older single family residences fronting Mound Road. This transition has been occurring for many years and it would be inconsistent to now rezone the subject property to introduce single family residential uses within this area.
2. The proposed conditional rezoning would create inconsistent adjacent uses. The adjacent parcel to the south is zoned O-1. The adjacent R-60 and O-1 districts will require imposition of greater separation (screening) and set back requirements for the owner of the property zoned for business and professional office uses. Future development of the property zoned O-1 has the potential to adversely impact the single family residential uses being proposed.
3. The proposed conditional rezoning to single family residential is inconsistent with the zoning and land use patterns along the Mound Road frontage in this area, which include commercial, office and multiple family.
4. The Applicant's proposed conditions do not mitigate or outweigh the material zoning concerns outlined above. By example, the proposed transfer of the twenty two (22) feet of orphan property from the south side of the subject property cannot be guaranteed.

At the regular meeting of January 14, 2016, the Planning Commission voted 7 – 0 (2 members absent) to recommend that the City Council DENY the conditional rezoning request, Case No. PZ15-1139.

Suggested Action (To deny conditional rezoning):

MOVED BY:

SECONDED BY:

RESOLVED, to deny introduction of the map amendment to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4 from O-1 (Business & Professional Office District) to R-60 (One Family Residential District); Case No. PZ15-1139.

Alternate Suggested Action (To proceed with conditional rezoning):

MOVED BY:

SECONDED BY:

RESOLVED, to introduce a map amendment to conditionally rezone property on the east side of Mound Road, south of Burroughs Avenue in Section 4, from O-1 (Business & Professional Office District) to R-60 (One Family Residential District), Case No. PZ15-1139, and direct the Applicant to proceed to finalize a proposed agreement so that the City Council can further evaluate the offer of conditional rezoning of the property at the April 5, 2016 regular meeting.



PLANNING COMMISSION
Staff Report

APPLICANT: PZ15-1139 – Antias Investments

43112 Mound Road

JANUARY 14, 2016

SUMMARY:

Requested Action: Conditional Rezoning from O-1 (Business and Professional Office) to R-60 (One Family Residential).

Proposal: Single Family Residential Lots

Location: East side of Mound Road between 19 Mile Road and Burroughs in Section 04.

Existing Zoning: O-1 Business and Professional Office

Existing Land Use: Vacant

Master Land Use Plan Designation: Transitional

FINDINGS & CONCLUSIONS:

Introduction

See petitioner's drawing for parcel shape, dimensions, and building location. The petitioner is proposing a conditional rezoning for the vacant property located at the southeast corner of Mound Road and Burroughs Avenue, just north of 19 Mile Road. The proposed use of the property would be for four (4) single family residential lots that would front on Burroughs Avenue. The overall parcel is approximately 148' x 300' and totals slightly over one (1) acre in size.

This area along Mound Road has developed with a variety of different land uses. The adjacent land includes multiple family to the north, across Burroughs Avenue, a single family residence (which is zoned O-1), to the south and the office plaza at the northeast corner of 19 Mile Road and Mound which was recently approved to also have a Jimmy John's drive thru at the immediate corner. That site is also zoned O-1 Business and Professional Office. The Jimmy Johns drive thru was permitted via a use variance. The properties to the east are utilized and zoned for single family residential purposes. The zoning pattern in that area is R-60 One Family Residential.

The Master Land Use Plan designates this area as Transitional. This land use category is intended to permit transitional uses depending on the parcel size, configuration and location. The appropriate land uses for this Designation will depend on the unique characteristics of each site. The Master Land Use Plan specifically indicates the Transition Designation is to be utilized where single family housing is to be phased out over time (ie along Mound Road). The plan also suggests that nonresidential developments adhere to the design principles outlined for Local Commercial

land uses in the Master Land Use Plan. These principles include traditional architectural design principles, developments being orientated to pedestrians, parking being located in the side and rear yards, a buildings relationship to the street, amongst others.

Proposal

The petitioner has an offer to purchase this property and is requesting the zoning change in order to split the property into four (4) single family residential properties. Based on the drawings provided, the proposed properties would be approximately seventy (70) feet in width with the corner lot being ninety (90) feet in width. The property depth would be approximately 126 feet in depth. The applicant has indicated that the intent is to sell approximately twenty two (22) feet from south side of the subject property to the property to the south. It should be noted that this property transfer may not be guaranteed as it would require both owners to agree on the transfer and terms of transfer. Finally, it is noted that if the rezoning is approved, the applicant would be required to submit the appropriate applications, materials and fees to complete the lot splits/transfers. The applicant has indicated the intent is to build ranch style homes that will be approximately 1,800 square feet.

The specific intent of the City's One Family Residential districts is to encourage the construction and continued use of one family dwellings and to prohibit the use of the land which would substantially interfere with the development of one family dwellings. The city also discourages any land use which, because of its character and size, would create requirements and costs for public services substantially in excess of those needed for the one family densities of that zoning district. The city also discourages any land use which would be incompatible or generate excessive traffic on local streets. The intent of the one family district in this case appears to conflict with the intent of the Master Land Use Plan.

When evaluating the potential rezoning of the property, it is important to first look at the range of permitted uses under the existing zoning. The O-1 District allows for a wide array of administrative office uses, medical offices, banks, etc. These types of uses would be consistent with the office uses further to the south. However, it is noted that the applicant has indicated that the property has been for a long period with little or no interest.

The existing office designation would provide a continuation of the office zoning pattern that has been established from Burroughs Avenue, through the property to the south, and all the way to 19 Mile Road. Further, the office use would continue to provide a transition to the property to the north (across Burroughs Avenue) which is multiple family.

Finally, if rezoned, the property could impact the development of the remaining O-1 property between the subject property and the developed office complex at the intersection of 19 Mile Road. The remaining nonresidential property(s) would likely be required to provide additional screening, additional setback or both.

Conclusions

As previously stated, the intent of the Master Plan is to minimize the long term existence of single family residential along Mound Road, the existing zoning pattern along the east side of Mound Road includes multiple family, office and varying degrees of commercial but not single family residential, and finally, a rezoning to single family residential may impact the future development of the property immediately to the south.

SUGGESTED ACTION:

Deny

That the Planning Commission forward a recommendation to City Council to **DENY** case number PZ15-1139, Antias Investments, request to rezone property from O-1 (Business & Professional Office) to R-60 (One Family Residential) for the following reasons:

1. The rezoning of this property would be contrary to the intent of the Master Land Use Plan in that the Plan indicates the Transition Land Use Designation is intended to be utilized along Mound Road where single family residential is designed to be phased out.
2. The rezoning of this property is not consistent with the zoning and land use patterns along the Mound Road frontage in this area which include commercial, office and multiple family.
3. The rezoning of this property to R-60 will impact the remaining O-1 property to the south by increasing screening and setback requirements.
4. The transfer of the twenty two (22) feet of property from the south side of the subject property cannot be guaranteed.

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

1. Antias Investments 4831 Norway
(Name) (Address)
Sterling Heights, MI
(City, State, Zip Code) (Phone)

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

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

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

Office to Residential

3. Property Address: 43112 Mound

Property is located on the East side of Mound Road
between 19 Mile and Hall Rd

Roads in Section _____

Sidwell/Parcel ID No. 10-04352-036

Acreage: 1.02 Acres

Please attach Legal Description:

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

See Attached.

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

See Attached.

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

7. Legal Owner:

Christopher Wolner 4547 Serenity Trl
(Name) (Address)
Palm Harbor, FL, 34685
(City, State, Zip Code) (Telephone)

8. Applicant:

Antias Investments, LLC (Mike Antias) 4831 Norma
(Name) (Address)
Sterling Heights, MI, 48314
(City, State, Zip Code) (Telephone)

9. Designated Agent for Applicant:

Tony Saco 40682 Ryan Rd
(Name) (Address)
Sterling Heights, MI, 48310 586-270-7226 (cell)
(City, State, Zip Code) (Telephone)

Christopher Wolner
Signature of Legal Owner

Christopher Wolner
Printed Name

Mike Antias
Signature of Applicant

Mike Antias
Printed Name

Tony Saco
Signature of Agent

Tony Saco
Printed Name

Antias Investments, LLC
4831 Norway
Sterling Heights, MI, 48314

RE:

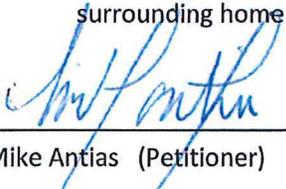
Rezoning for lot located at:
43112 Mound Rd
Sterling Heights, MI, 48314

4) If rezoned, describe the intended use of the property and all structures, and any conditions of approval you wish the planning commission/city council to consider. Submit any site, landscaping, signage, and elevation plans that may assist in this review.

- If rezoned we intend to build 4, 1,800 Sq foot, ranch style homes on Burroughs Ave
- The lots would measure 75x125.
- We are intending to sell 22 feet frontage off of mound to the owner of 43080 Mound or to buy 43080 Mound rd from the current owner. In doing so we are looking to increase the use opportunities of that lot. The current lot on 43080 Mound is 74, our plan to combine it with 22 feet would give it 96 Frontage off of mound.
- (SEE ATTACHED SITE PLAN)

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

- The current zoning of O-1 would have more of an impact on the current residential occupants than our plans to build homes. We are looking to continue the more predominate zoning off of Burroughs Ave and to complete the street and to make it more conforming to its surroundings.
- The lot has been for sale as an O-1 Vacant Lot for many years and has not had any interested buyers. We feel that the current zoning is not suitable for the lot and that a residential zoning would be a better fit. Such change will not affect the streets landscape and will only help the surrounding home values.



Mike Antias (Petitioner)

11/25/2015



Tony Saco (Agent for Mike Antias) 11/25/2015

ACKNOWLEDGEMENT

CASE NO. _____

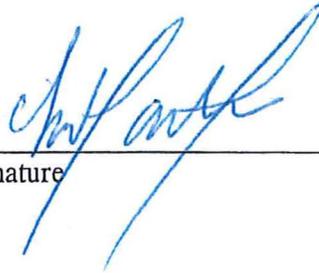
43112 Mound, Sterling Heights, MI, 48314
PROPERTY ADDRESS

I have read and understand the Policy on Erection of Public Notice Signs on Rezoning Requests.

It is understood and accepted that the City of Sterling Heights has full responsibility in preparing, maintaining and removing any and all signs placed on property sought to be rezoned under this case number. Further, I hereby grant permission to the City of Sterling Heights to enter on my property to erect and remove (at the appropriate time) a public notice sign.

11.25.15

Date



Signature

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

All petitioners requesting to rezone property in the City of Sterling Heights are advised by the Sterling Heights Planning Commission to limit their presentation to the issue of the requested rezoning, land use management and development of the property and surrounding areas. Factors that petitioners should be addressing or responding to as why their rezoning should be approved may include the following:

1. Is the rezoning consistent with other zones and land uses in the area?
2. Are the uses in the proposed zone equally or better suited to the area than the current uses?
3. Is the proposed rezoning consistent with the policies and uses proposed for that area in the City's Master Land Use Plan?
4. Is there an error in the zoning ordinance which would be corrected by the proposed rezoning petition? The petitioner should present a detailed explanation of such alleged error in the ordinance and provide detailed reasons as to how the proposed rezoning will correct the ordinance.
5. Have conditions changes or are there changing conditions in the City generally, which make the proposed rezoning reasonably necessary?
6. Is the property capable of being developed as currently zoned? If not, explain why.
7. Is the rezoning or its denial arbitrary or capricious in terms of surrounding uses of property?

CITY OF STERLING HEIGHTS
POLICY ON ERECTION OF PUBLIC NOTICE SIGNS ON REZONING REQUESTS

1. The City of Sterling Heights requires that for all rezonings the subject property in question must be posted with a public notice sign.
2. The fee paid by the petitioner at the time a rezoning request is received by the Office of Planning and Zoning shall cover, in addition to the costs in processing and conducting a public hearing, the cost of public notice signs. Please contact the Office of Planning (586.446.2720) for the cost of the sign.
3. The City shall be responsible to prepare, erect maintain and remove public notice signs involving all rezoning requests.
4. Signs on rezonings will be posted no later than fifteen (15) days before the public hearing. The sign will be erected in full public view along the road frontage of the property, which is sought to be rezoned. If the property has frontage on two major streets, two signs will be required to be erected.
5. The Office of Planning staff in coordination with the Department of Public Works will check to make sure that all signs are erected within the above time frame.
6. The public notice sign(s) shall remain up during the public hearing process on all rezonings. All signs will be removed by the City of Sterling Heights within five (5) working days of final action (i.e., approval or denial) by the City Council/Planning Commission or withdraw the application.
7. Should the City of Sterling Heights initiate a rezoning involving privately owned property, the erection of a public notice shall be required and it will be placed on the property line.



AAA NORTH

40882 Ryan Road
Sterling Heights, MI 48310
Phone (586) 274-1111
Fax (586) 274-4580

71050 Van Dyke
Romeo, MI 48065
Phone (586) 752-0600
Fax (586) 752-5517

16432 26 Mile Rd.
Macomb Twp., MI 48042
Phone (586) 677-8888
Fax (586) 677-4460

Purchase Agreement

Listing Broker <u>Century 21</u>	Selling Broker <u>Century 21</u>
Agent <u>Tony Saco</u> ID <u>341334</u>	Agent <u>Mike Antias</u> ID _____
Office ID <u>421</u> Phone <u>586-770-7226</u>	Office ID <u>421</u> Phone <u>586-604-0600</u>

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser hereby offers and agrees to purchase property located in Michigan, City/Township/Village of Sterling Heights County of Macomb

Property ID# _____ Legal description _____

Also being commonly known as 43112 Mound Rd and 43100 Mound Rd Zip 48314
Street Address

Purchase is subject to existing building and use restrictions, easements, and zoning ordinances, unless contract specifies otherwise.

Property described above shall include all available mineral rights, all fixtures, improvements and appurtenances now in or on property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, curtain and drapery hardware, window shades and blinds, attached mirrors, telephone system (not individual plug-in instruments), television antennas, satellite dishes (any accessories and complete rotor equipment), storm doors, storm windows, screens, awnings garage door openers and transmitters, water softeners (if owned) and security systems (if owned), mail box, fences, fireplace (inserts, doors, screens, gas logs, grates, gas attachments and equipment), attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

2. **PRICE:** Purchaser agrees to pay the sum of Ninety Thousand Dollars \$(90,000.00)

3. **METHOD OF PAYMENT:** All money must be paid in U.S. funds by certified or cashiers check, or any other manner acceptable to closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

- A. CASH SALE.** Delivery of a Warranty Deed conveying a marketable title.
- B. CASH SALE WITH NEW MORTGAGE.** Delivery of a Warranty Deed conveying a marketable title. This agreement is contingent upon the purchaser being able to secure a _____ Mortgage in the amount of \$ _____ and pay \$ _____ down plus mortgage costs, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ calendar days from date of Seller's acceptance. If a mortgage commitment, conditioned only upon marketable title, is not obtained within _____ calendar days from date of agreement, Seller shall be notified immediately. The Purchaser and Seller may agree to extend agreement to a date certain, or cancel the contract and the deposit shall be returned. (FHA or VA attached addendum.)
- C. SALE TO EXISTING FINANCING OR LAND CONTRACT SALE.** (See attached "ADDENDUM" made a part hereof).

4. **EARNEST MONEY:** Purchaser is depositing \$ 1,000.00 in the form of cash, personal check, cashier's check or money order (check one). Earnest money shall be held and deposited by the Broker in a separate custodial or trust account in accordance with the rules and regulations of the State of Michigan, and applied to the purchase price if the sale is consummated. If the offer made is not acceptable to the Seller the earnest money shall be returned to the Purchaser. Broker hereby acknowledges receipt of the earnest money and a copy of this agreement shall serve as a receipt to Purchaser. Broker will release earnest money only upon one of the following conditions:

- Closing of this transaction
- Mutual Release signed by Seller and Purchase
- Interplead with Circuit Court

5. **BROKERS ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT:** Received By CENTURY 21 AAA North.

Mike Antias
Broker's Representative

10-29-15
Date

MA
PURCHASER'S INITIAL

JW CW
SELLER'S INITIAL

- 6. **CLOSING:** Subject to all conditions herein, closing shall take place within 10 days after written mortgage approval, if applicable. Said closing shall take place at the Listing Office unless otherwise mutually agreed; Seller shall pay all state and county transfer taxes and other costs required to convey title. Other within 90 days of seller signed acceptance.
- 7. **POSSESSION:** Seller shall deliver and the Purchaser shall accept possession of said property. If the Seller occupies the property it shall be vacated on or before _____ days after closing. From the day of closing to the date of vacating the property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER, OR DESIGNATED TITLE COMPANY, SHALL RETAIN from the amount due the Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker. (Broker has no obligation or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is only acting as an escrow agent for holding the occupancy deposit.)

If the seller fails to give possession to Purchaser as provided and Seller retains the property beyond the agreed time, Seller may be liable for the cost of eviction proceedings, attorneys fees, damages and other cost incurred by Purchaser in obtaining possession and collecting the amount due. If tenant(s) occupy the property see attached Tenant Addendum.
- 8. **AVAILABILITY OF HOME PROTECTION PLANS:** Purchaser and Seller are hereby notified of benefits of having premises covered by a Home Protection Plan and are aware that such plan may be purchased mutually or separately by either party.
- 9. **SEWER AND WATER CHARGES :** Seller agrees to pay all sewer and water charges to date of CLOSING POSSESSION. (Closing to apply if no choice is made.) Designated escrow agent shall retain from amount due Seller at closing a minimum of \$300.00 for water charges. When final water bill is verified paid any unused portion shall be returned to Seller. If seller fails to produce a bill within 30 days of vacating the property seller shall forfeit any claim to funds in escrow account and the entire amount shall be delivered to the purchaser.
- 10. **TITLE EVIDENCE AND OBJECTIONS:** Seller authorizes broker to order title insurance within ten (10) business days of acceptance of offer and to furnish Purchaser a Eagle Policy Commitment of Title Insurance without standard exceptions prior to closing. After closing, a Policy of Title Insurance will be issued in the amount of purchase price, bearing date later than acceptance hereof guaranteeing title in condition required for performance of this Agreement. If objection to title is made, based upon written opinion of Purchaser that title is not in condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, either (1) to remedy title, or (2) to obtain title insurance as required above. Purchaser agrees to complete sale within 10 calendar days of written notification thereof. If seller in good faith is unable to remedy title or obtain title insurance within said 30 days, at Purchaser's option this Agreement may be declared null and void.
- 11. **SURVEY:** Broker recommends Purchaser obtain a survey.
- 12. **PROPERTY TAXES:** Seller shall pay all property taxes due and payable on or before date of closing. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date basis of municipality or taxing unit in which property is located.
- 13. **PRIVATE ROADS:** If the property is located on a private road see addendum. (Private Road, Condominium, or Homeowners Association Addendum).
- 14. **SPECIAL ASSESSMENTS:** Seller shall discharge all public authority charges (special assessments, water, sewer, paving charges, etc.), which are currently due and payable. Purchaser shall assume responsibility for future payments for multiple year assessments and any future assessments not yet recorded or invoiced, subject to municipal ordinance.
- 15. **CONDOMINIUM AND HOMEOWNERS ASSOCIATION ASSESSMENTS:** Any condominium, homeowner association dues/assessments/liens shall be paid by seller at closing. Current dues shall be prorated. Purchaser will pay any and all dues/assessments/liens coming due after closing. (See Condominium or Homeowners Addendum)
- 16. **MAINTENANCE OF THE PROPERTY:** Before Closing Seller is responsible to keep property in substantially the same condition as of date of this Agreement; maintaining grounds and providing routine maintenance of heating/air conditioning, sewer, septic, wells, plumbing, electrical systems and any included appliances and equipment until property is vacated and keys are surrendered by Seller. Seller is responsible to keep all systems in working order until vacating; except for any conditions that may have been disclosed in Seller's Disclosure Statement or conditions discovered by Purchaser as part of any inspections made by or on behalf of Purchaser where Purchaser accepted such conditions. After Closing the Purchaser is responsible to repair or replace any breakdown of above mentioned systems, roof leaks or foundation leaks during the possession period. The Seller is responsible for notifying the Purchaser of any defects with these systems immediately upon discovery. Seller further agrees to keep all utility services (electric, gas, and water) operating until date of possession by Purchaser. In event property herein has been winterized, it shall be the obligation and expense of Seller to de-winterize property prior to closing. Seller agrees to leave property broom-clean and free of debris and any personal property. Purchaser agrees to acquire utility service (electric, gas heating fuel, etc) upon taking possession.
- 17. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason including but not limited to a natural disaster, risk of loss shall be on the Seller. If property is destroyed or substantially damaged prior to closing, at Purchaser's option, this Agreement may be declared null and void.

M.A
PURCHASER'S INITIAL

JW CW
SELLER'S INITIAL

18. **DEFAULT:** In the event of default by the Seller, the Purchaser may elect to enforce the terms hereof or demand and be entitled to, a refund of the entire deposit in full termination of this agreement. In the event of default by the Purchaser, the Seller may elect to enforce the terms hereof or declare forfeiture and retain the deposit as liquidated damages.

19. **DISCLAIMER OF BROKER(S):** Brokers and Salespersons specifically disclaim any responsibility for condition of property or for performance of this Agreement by the parties. It is further understood and agreed that neither Listing Broker nor Selling Broker warrants property's condition or do they assume responsibility for any representations made by Seller pertaining to its condition.

MA
PURCHASER'S INITIAL

CW JW
SELLER'S INITIAL

20. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through property within 48 hours prior to closing to confirm all terms of Agreement have been met.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Purchaser and Seller. Seller and Purchaser acknowledge neither Listing Broker or Selling Broker, or their salespersons, is a party to this agreement. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved. VERBAL AGREEMENTS ARE NOT BINDING.

22. **SUCCESSORS AND ASSIGNS:** Agreements herein shall bind executors, administrators, successors and assigns of respective parties, if applicable.

23. **CLOSING FEE:** Buyer agrees to pay for closing fees as may be charged by the lender, the Title Company, and a \$195.00 compliance fee payable to CENTURY 21 AAA North at closing.

24. **COUNTER OFFER PROVISION:** In the event Seller makes ANY written changes to terms and conditions herein, such changes, if initialed and signed by Seller, will constitute a counter offer by Seller to Purchaser. Acceptance occurs when Purchaser initials each change, signs Purchaser Acknowledgment of Receipt and delivers notice to Seller. Seller reserves the right to accept subsequent offers prior to knowledge of acceptance of Purchaser thereby declaring the counter offer null and void.

MA
PURCHASER'S INITIAL

JW CW
SELLER'S INITIAL

25. **LEAD-BASED PAINT DISCLOSURE :** (For residential housing built prior to 1978.) Purchaser acknowledges that prior to signing the Purchase Agreement, Purchaser received and reviewed a copy of the Lead Based Paint Seller's Disclosure Form dated _____ the terms of which are incorporated herein.

MA Purchaser shall have a 10 day opportunity after the date of this agreement to conduct a lead based inspection of the property.
MA Purchaser waives their opportunity to conduct a lead-based inspection.

26. **INSPECTION OF PROPERTY:** Broker recommends that Purchaser obtain an independent private inspection of property at Purchaser's expense. These may include but are not limited to any inspection(s) or research deemed necessary by Purchaser, including; structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys, and infestation by wood destroying insects. Purchaser agrees to obtain an inspection within a period of 5 calendar days from date of acceptance herein. If Purchaser does not notify Selling Broker in writing by 6:00 P.M., within 2 calendar days after inspection, that the inspection has revealed substantial defects in the structural, plumbing, heating or electrical systems in excess of normal usage, and provides Selling Broker with a written copy of the inspection report attached thereto, all terms and conditions of the Purchase Agreement shall be binding and sale shall be consummated as specified therein. In the event that the inspection report reveals substantial defects as stipulated above which are not defects disclosed by Seller in the Seller's Disclosure Statement, then Seller shall proceed under one of the following options:

(A) Acknowledge within (5) business days of Seller's receipt of inspection results that Seller will treat the condition and repair, by licensed contractor, the defect at Seller's own expense.

(B) Terminate the Agreement and refund the deposit to the Purchaser, within (5) business days of Seller's receipt of inspection results.

Should Seller elect to terminate the agreement, the Purchaser shall still have the option to consummate the purchase transaction, taking the property in an "as-is" condition, with whatever defects exist. To exercise this option, Purchaser must provide Seller with written notice of such decision within 3 calendar days from Seller's notice of their election to terminate the agreement, and prior the return of escrow funds.

Purchaser Does _____ Does Not MA _____ Desire to have Property Inspection
Purchaser's Initials Purchaser's Initials

MA
PURCHASER'S INITIAL

CW JW
SELLER'S INITIAL

- 27. **PURCHASER ACCEPTANCE OF AS-IS CONDITION:** If Purchaser elects to close notwithstanding reported conditions of any inspection report, Purchaser shall be deemed to have accepted property in its "as is" condition as of the date of closing and holds Seller and Broker (s) involved in this transaction harmless for any future problems. Purchaser hereby knowingly waives releases and relinquishes any and all claims or causes of action against Brokers, their offices, directors, employees' and/or its agents for the condition of property.
- 28. **LIABILITY OF BUYER FOR DAMAGE:** Purchaser shall be solely responsible for any and all damage to property as a result of any and all inspection(s) of property authorized by or conducted by Purchaser. Purchaser shall pay for any and all necessary repairs to restore property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.
- 29. **BUYER RESEARCH:** Broker recommends the Purchaser research square footage, any building and use restrictions, easements of record and ordinances and/or regulations enacted by government entities to ensure intended use of premises.
- 30. **WELL AND SEPTIC SYSTEM INSPECTION:** If property is serviced by well and/or septic system, Seller shall provide at Sellers expense, and deliver to Purchaser within 15 days of acceptance, an inspection report by county health department or other qualified inspector, as required by county or state authorities. See Addendum
- 31. **MUNICIPALITY INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, regulation, State or Federal law, or Purchaser's lending institution, Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by municipality.
- 32. **OTHER TERMS AND CONDITIONS:** (SEE ADDENDUM)

Antias Investments, LLC, the purchaser is a company operated and owned by a Michigan Licensed Real Estate Agent

33. **EXCLUDED ITEMS**

Any attached items NOT specifically excluded herein, or by addendum, shall be considered included in the sale

- 34. **RECOMMENDATION FOR LEGAL COUNSEL:** Broker(s) recommend(s) that all parties to this agreement retain an attorney to protect their interest.
- 35. **PURCHASER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT:** Buyer hereby makes offer with terms and conditions contained herein. Purchaser acknowledges receipt of a copy of this Agreement.

WITNESS _____ PURCHASER *[Signature]*
Antias Investments, LLC

DATE 10/29/15 PURCHASER _____

- 36. **ACCEPTANCE OF AGREEMENT OF SALE:** The above terms of purchase are accepted and Seller acknowledges receipt of a copy hereof. Sellers hereby direct that no further offers be presented after acknowledgment of this offer.

WITNESS *Tony Saco* SELLER *[Signature]*
10/29/2015 12:53:02 PM 10/29/2015 7:45:00 PM

DATE 10/29/2015 SELLER *Jeri Wolner*

- 37. **PURCHASER ACKNOWLEDGMENT OF SELLERS ACCEPTANCE:** Purchaser hereby acknowledges receipt of Seller's signed acceptance of this Agreement and by signing below shall constitute a final acceptance to terms and conditions contained herein.

WITNESS _____ PURCHASER _____
Antias Investments, LLC

DATE 10/29/15 PURCHASER _____

43112 Mound Rd
Tax: 1004352036
Re: rezoning

RECEIVED

JAN 12 2016

STERLING HEIGHTS
BUILDING SERVICES

On 1/09/2016 we went out to the neighborhood seeking support from the neighbors for our rezoning. Needless to say we obtained support from all the neighbors we were able to make contact with (SEE EXHIBIT C, signed petitions available). However the only obstacle we have been unable to overcome is the opposition from the owner of 43080 Mound Rd. We previously had a contract to purchase his home and rezone the entire 1.5 acres to C-1 and to build a retail shopping center; however, after speaking with the city and some neighbors we realized this lot was not something that we would be able to rezone to C-1 nor did we want to upset the neighbors in doing so.

The owner of 43080 Mound Rd will try to stop the rezoning and will contest that his lot will be impacted by the rezoning, rendering his lot useless for future building. Exhibit A will show that if our rezoning is denied we will build an office building and the impact that will have on his ability to build. Exhibit B will show that if our rezoning is approved we will build homes and the impact that will have on his ability to build. After looking at both Exhibit A and Exhibit B, we are sure you will come to the realization that no matter what we build on our lot, the owner of 43080 Mound Rd will have the same outcome. The ability for the owner of 43080 Mound Rd to build an office building in the future will not be impacted whether we build homes or an office building.


Tony Saco
Antias Investments, LLC Representative

Date: 1-11-16

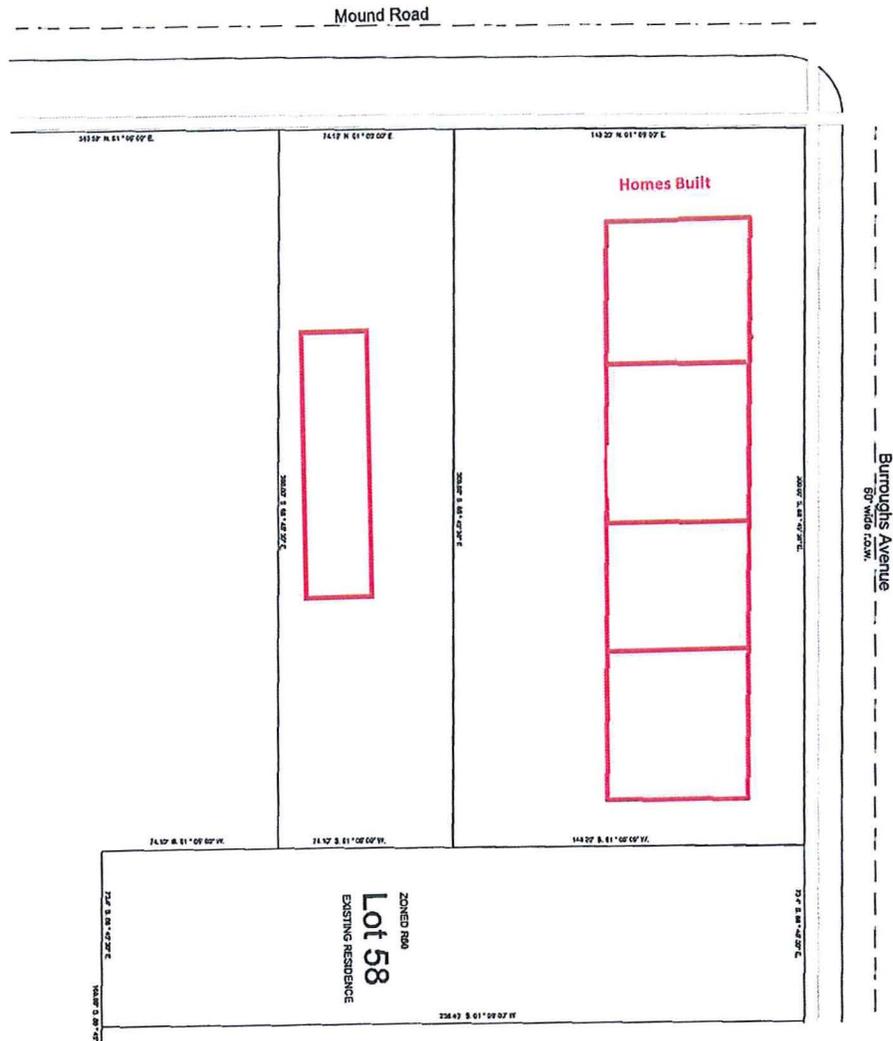

Mike Antias
Antias Investments, LLC Owner

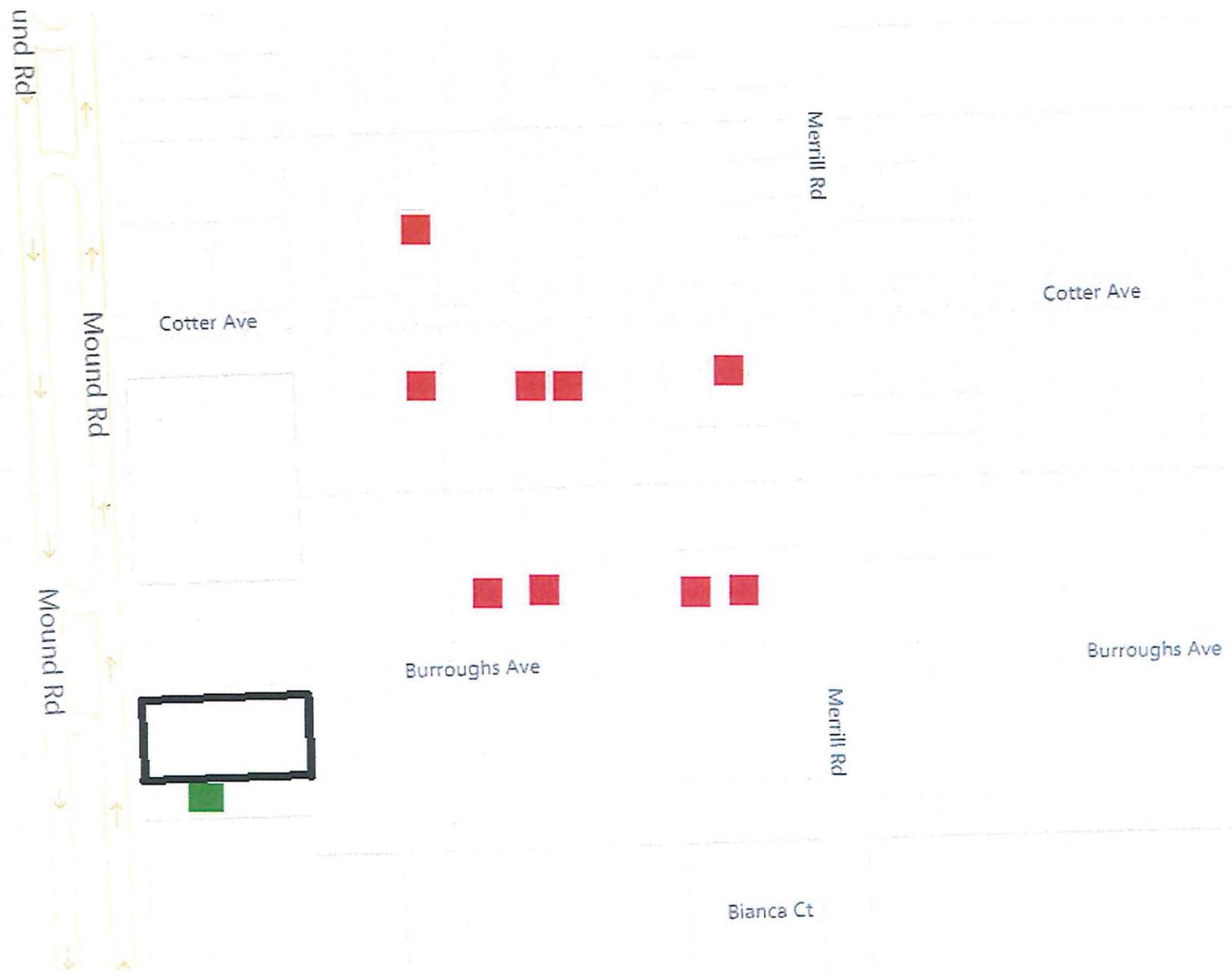
Date:

EXHIBIT A



EXHIBIT B



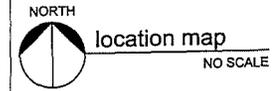
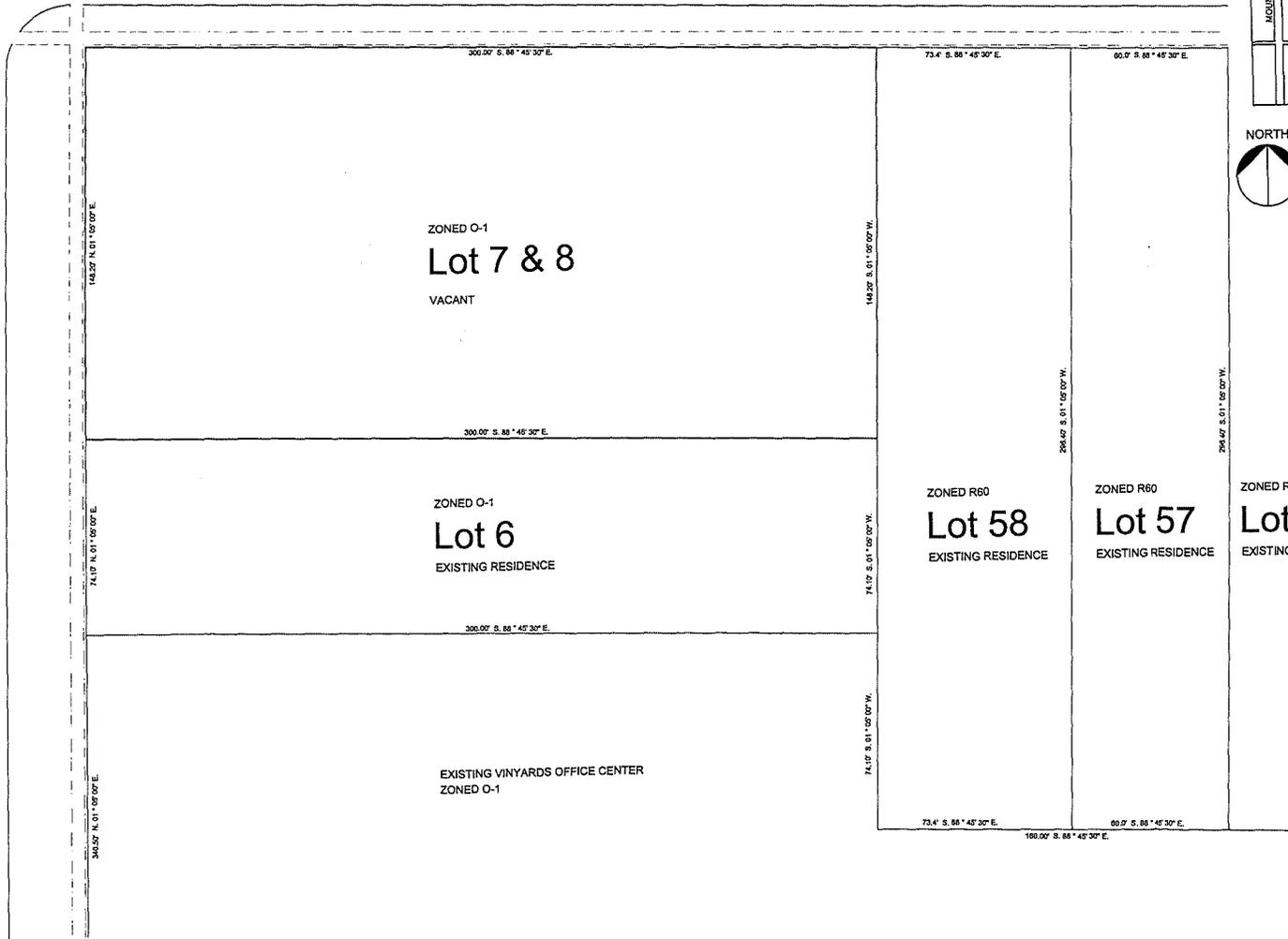


- Support the Rezoning
- Do NOT support the Rezoning

EXhibit C

Mound Road
204' wide r.o.w.

Burroughs Avenue
60' wide r.o.w.



Frank Salamone
architects
engineers
planners

46701 Hayes Road
Sterling Heights, MI 48315
586.532.0091

Architect

Date Issued: _____

Z.B.A. 11/03/15

Project: _____
Proposed Rezoning for _____

43112 Mound Rd.
Parcel: 10-04-352-036
Sterling Hts., MI

Client: _____

Antias Investments
4831 Norway
Sterling Hts., MI
(586) 770-7226

Sheet Title: _____
EXISTING ZONING

Project Number: _____
C15-216

Drawn By: _____
J.N.

Checked By: _____
F.S.



Issue: _____
 preliminary
 advertisement
 record

Sheet Number: _____



existing zoning and use

Legal Description

LOTS 7 & 8 OF SUPERVISORS' PLAT OF EYSTERS MOUND ROAD PARTS
PART OF THE SOUTHWEST 1/4 OF SECTION 4,
T2N, R2E, CITY OF STERLING HEIGHTS, MACOMB COUNTY, MICHIGAN
LIBER 13, PAGE 12 AS RECORDED AT MACOMB COUNTY RECORDS

1" = 20.0'

PZ15-1139
RECEIVED
DEC 17 2015
STERLING HEIGHTS
BUILDING SERVICES

C-1

STERLING HEIGHTS PLANNING COMMISSION
REGULAR MEETING
JANUARY 14, 2016

LOCATION: City Council Chambers, 40555 Utica Road, Sterling Heights, MI

SUBJECT: Minutes of the Regular Meeting of the Planning Commission held January 14, 2016.

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

Members present at roll call: Benjamin Ancona, Al Kollmorgen, Edward Kopp, Stefano Militello,
Donald Miller, Jeffrey Norgrove, and Gerald Rowe

Members absent at roll call: Paul Jaboro, Excused
Leonard Reinowski, Excused

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

Mr. Rowe mentioned that the agenda is slightly different than what was received in the mail. Under number 11, New Business, the approval of meeting dates for 2016 is the only change. Appropriate action will be taken on the Approval of Minutes at the appropriate time.

APPROVAL OF AGENDA

Motion by Miller, supported by Norgrove, to approve the agenda.

Ayes: Miller, Norgrove, Rowe, Ancona, Kollmorgen, Kopp, Militello,

Nays: None

Absent: Jaboro, Reinowski

Motion carried.

PZ15-1139 - Antias Investments

Request for Conditional Rezoning from O-1 (Business and Professional Office) to R-60 (One Family Residential). East side of Mound Road between 19 Mile Road and Hall Road in Section 4.

Property Address: 43112 Mound Road

Mr. Rowe asked Mr. McLeod to provide background on the case.

Mr. McLeod provided background on the case.

The petitioner is proposing a conditional rezoning for the mostly vacant property located at the southeast corner of Mound Road and Burroughs Avenue, just north of 19 Mile Road. The proposed use of the property would be for four (4) single family residential lots that would front on Burroughs Avenue. The overall parcel is approximately 148' x 300' and totals slightly over one (1) acre in size.

This area along Mound Road has developed with a variety of different land uses. The adjacent land uses include multiple family to the north, across Burroughs Avenue, a single family residence (which is zoned O-1 – Business and Professional Office), to the south and the office plaza at the northeast corner of 19 Mile Road and Mound which was recently approved to also have a Jimmy John's drive thru at the immediate corner. That site is also zoned O-1 (Business and Professional Office). The Jimmy John's drive thru was permitted via a use variance. The properties to the east are utilized and zoned for single family residential purposes. The zoning pattern in that area is R-60 (One Family Residential).

The Master Land Use Plan designates this area as Traditional. This land use category is intended to permit transitional uses depending on the parcel size, configuration and location. The appropriate land uses for this designation will depend on the unique characteristics of each site. The Master Land Use Plan specifically indicates the Transition Designation is to be utilized where single family housing is to be phased out over time (i.e. along Mound Road). The plan also suggests that nonresidential developments adhere to the design principles outlined for local commercial land uses in the Master Land Use Plan. These principles include traditional architectural design principles, developments being oriented to pedestrians, parking being located in the side and rear yards, a buildings relationship to the street, among others.

Mr. McLeod reviewed the Proposal.

The petitioner has an offer to purchase this property and is requesting the zoning change in order to split the property into four (4) single family residential properties. Based on the drawings provided, the proposed properties would be approximately seventy (70) feet in width with the corner lot being ninety (90) feet in width. The property depth would be approximately one hundred twenty-six (126) feet in depth. The applicant has indicated that the intent is to sell approximately twenty-two (22) feet from south side of the subject property to the property to the south. It should be noted that this property transfer may not be guaranteed as it would require both owners to agree on the transfer and terms of transfer. Finally, it is noted that if the rezoning is approved, the applicant would be required to submit the appropriate applications, materials, and fees to complete the lot splits/transfers. The applicant has indicated the intent is to build ranch style homes that will be approximately 1,800 square feet.

The specific intent of the city's One Family Residential districts is to encourage the construction and continued use of one family dwellings and to prohibit the use of the land which would substantially interfere with the development of one family dwellings. The city also discourages any land use which, because of its character and size, would create requirements and costs for public services substantially in excess of those needed for the one family densities of that zoning district. The city also discourages any land use which would be incompatible or generate excessive traffic on local streets. The intent of the one family district in the case appears to conflict with the intent of the Master Land Use Plan in terms of the designation of this property.

When evaluating the potential rezoning of the property, it is important to first look at the range of permitted uses under the existing zoning. The O-1 (Business and Professional Office) District allows for a wide array of administrative office uses, medical offices, banks, etc. These types of uses would be consistent with the office uses further to the south. However, it is noted that the applicant has indicated that the property has been for sale a long period with little or no interest.

The existing office designation would provide a continuation of the office zoning pattern that has been established from Burroughs Avenue, through the property to the south, and all the way to 19 Mile Road. Further, the office use would continue to provide a transition to the property to the north (across Burroughs Avenue) which is Multiple Family.

Finally, if rezoned, the property could impact the development of the remaining O-1 (Business and Professional Office) property between the subject property and the developed office complex at the intersection of 19 Mile Road. The remaining nonresidential property(s) would likely be required to provide additional screening, additional setback or both.

In conclusion, as previously stated, the intent of the Master Plan is to minimize the long term existence of single family residential along Mound Road. The existing zoning pattern along the east side of Mound Road includes multiple family, office and varying degrees of commercial but not necessarily single family residential, and finally, a rezoning to single family residential may impact the future development of the property immediately to the south.

Mr. McLeod stated that as a reminder to the Planning Commission, as a rezoning, this will eventually be a recommendation to City Council whether it be for approval or denial and also, as a conditional

rezoning, the city cannot require conditions be placed on a particular property. Those conditions have to be offered by the applicant himself.

Mr. Rowe opened up for any questions from the commission.

Mr. Kollmorgen asked Mr. McLeod that in the current zoning of O-1 (Business and Professional Office), what would, if anything, can go here other than an office.

Mr. McLeod stated that for the most part, the O-1 (Business and Professional Office) District is a pretty limited category and the permissible uses are essentially limited to Office. Some of the special land uses include pharmacies, libraries, and stores supported of different types of medical facilities, child and adult daycares, and full assisted senior housing. The uses are rather limited in this district.

Mr. Rowe asked for questions from the commissioners. Being none, Mr. Rowe asked the Petitioner for his presentation.

Petitioners, Tony Saco, 46885 Jewel, Macomb Township, and Mike Maisaa, 4831 Norway, Sterling Heights, presented their case.

Mr. Saco stated that they have tried to work with the land owner to the south and provide several different options but it doesn't seem to be working out. Whatever it is that they do put there will not affect his lot. He only has seventy-four (74) feet of frontage and he wouldn't be able to build anything as far as an office building.

Mr. Rowe stated that as mentioned to the sale in the backup material, the negotiation of perhaps the purchase portion of the property.

Mr. Saco stated that yes, that portion was offered to him so cheap and that still didn't work for him.

Mr. Rowe opened the public hearing.

Julio Russo, 6137 Catalpa, Sterling Heights, stated that he is the owner of this property just south of this property. He stated that the petitioner did make an offer and he agreed but then they wanted to put commercial in there but then they switched the whole program to do the four (4) residential lots. This additional property would not be a substantial improvement for him if he decided to build an office on his property. Mr. Russo stated that this was not to his advantage and the only way to get him out was to buy the property from him. He then offered me \$20,000 less for my property. He is opposed to this proposal.

Mr. Tony Jusko, 6100 Burroughs Ave, Sterling Heights, supports the rezoning.

Mr. Rowe opened up for any more questions from the commissioners. There were none

Mr. Rowe stated that there is a recommendation of denial and if there was any discussion on this recommendation or a call for motion.

Motion by Militello, supported by Mr. Miller, that the Planning Commission forward a recommendation to the City Council to deny case number PZ15-1139, Antias Investments, request to rezone property from O-1 (Business and Professional Office) to R-60 (One Family Residential) for the following reasons:

1. The rezoning of this property would be contrary to the intent of the Master Land Use Plan in that the Plan indicates the Transition Land Use Designation is intended to be utilized along Mound Road where single family residential is designed to phase out.
2. The rezoning of this property is not consistent with the zoning and land use patterns along the Mound Road frontage in this area which include commercial, office, and multiple family.

3. The rezoning of this property to R-60 (One Family Residential) will impact the remaining O-1 (Business and Professional Office) property to the south by increasing screening and setback requirements.
4. The transfer of the twenty-two (22) feet of property from the south side of the subject property cannot be guaranteed.

Ayes: Militello, Miller, Norgrove, Ancona, Kollmorgen, Kopp, Rowe

Nays: None

Absent: Jaboro, Reinowski

Motion carried.

Mr. Rowe mentioned that as indicated this will go on to the City Council as a recommendation from the Planning Commission to deny.

ELECTION OF OFFICERS

Mr. Andrews stated Planning Commission usually elects the officers at the January meeting. There are nominations for each office then ask each person if they would like to accept or decline the nomination. If only one (1) is nominated, then normally they do a motion to elect that person by acclamation.

Mr. Rowe stated to the Commissioners, that according to the By-Laws, since he has served his two (2) years as chairman, he is not eligible to run for Office of Chairman.

Mr. Andrews stated that is correct.

Mr. Ancona stated that is also true for him for Office of Secretary.

Mr. Rowe mentioned this is also for Mr. Reinowski for Office of Vice Chairman.

Mr. Ancona asked that since they are down two (2) commissioners, should they wait.

Mr. Andrews stated that it is to do the election in January but if the Commissioners wanted to postpone, they could.

Mr. Rowe asked for a motion to postpone the election of officers to the next meeting.

Motion by Norgrove, supported by Militello, to postpone the election of officers to the February 11, 2016 meeting.

Ayes: Norgrove, Militello, Miller, Rowe, Ancona, Kopp

Nays: Kollmorgen

Absent: Jaboro, Reinowski

Motion carried.

CITIZEN PARTICIPATION

None

APPROVAL OF MINUTES:

Motion by Norgrove, supported by Militello, to approve the minutes of the October 8, 2015 meeting.

Ayes: Norgrove, Militello, Miller, Rowe, Ancona, Kollmorgen, Kopp

Nays: None

Absent: Jaboro, Reinowski

Motion carried.

CORRESPONDENCE

Mr. Ancona stated they have the Michigan Planner and also a handout from the City on the 2030 visioning.

Mr. Rowe mentioned that he would like to commend the Planning Office Administration and Consultants for the Vision Day that was held and asked if there were more sessions coming.

Mr. McLeod stated that yes, there are more sessions coming. The dates are yet to be determined.

OLD BUSINESS

None

NEW BUSINESS

Mr. McLeod stated that February's meeting will most likely have a couple of different applications in front of the Board. A conditional rezoning application for Delco for a C-3 zoning classification and then a waiver determination/recommendation to City Council for an extension of a cul-de-sac being proposed at the old Sunny Brook Golf Course. There may be another potential case for the Parks and Recreation Master Plan.

Mr. Rowe stated, under New Business, call for motion for the approval of the meeting dates for 2016.

Motion by Militello, supported by Kopp, to approve the meetings dates of 2016.

Ayes: Militello, Kopp, Miller, Norgrove, Rowe, Ancona, Kollmorgen

Nays: None

Absent: Jaboro, Reinowski

Motion carried.

MOTION TO ADJOURN

Motion by Militello, supported by Kopp, to adjourn.

Ayes: Militello, Kopp, Miller, Norgrove, Rowe, Ancona, Kollmorgen

Nays: None

Absent: Jaboro, Reinowski

Motion carried.

The meeting adjourned at 7:33 P.M.

Respectfully submitted,

Benjamin Ancona, Secretary
Planning Commission



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

DELIVERED FEB 25 2016

City Clerk's Use
Item No: **2**
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider adoption of an ordinance amending Chapter 26 of the City Code to update the City's regulations governing junk yards and automobile wrecking yards.

Submitted By: Office of the City Clerk

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

Administration (initial as applicable)

Attachments

<i>MC</i> City Clerk	___	Resolution	___	Minutes
<i>AB</i> Finance & Budget Director	<u>X</u>	Ordinance	___	Plan/Map
<i>JB</i> City Attorney (as to legal form)	___	Contract	___	Other
<i>MV</i> City Manager				

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

Executive Summary

Introduction – At the February 16, 2016 regular meeting, the City Council introduced the ordinance that amends Chapter 26 of the City Code for the purpose of updating the City's regulations governing junk yards and automobile wrecking yards. Recommendation is being made to now adopt the ordinance as introduced.

Background - 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 adopt 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, 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 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 9:00 p.m.
- (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(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.

(A) 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:

- (1) 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.
- (2) The day and hour the purchase or exchange was made.
- (3) The location from which the item was obtained.
- (4) 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.

(A) 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.

(B) 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.

(C) 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.

(D) 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.

(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 buyer or receiver to be a thief, or any associate of thieves, or receiver of stolen property, nor from any person the person has reason to suspect of being such.

Statutory reference:

Prohibited purchases, see M.C.L. § 445.408

26-14. LOITERING BY MINORS.

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.

26-16-26-24. 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 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.

26-32. APPEAL.

Any licensee 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.

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.



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

Delivered FEB 25, 2016

City Clerk's Use
Item No: 3 A-L
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: Consent Agenda

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, 446-2421

Administration (initial as applicable)

Attachments

- | | | |
|---|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Resolution | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Finance & Budget Director | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Plan/Map |
| <input type="checkbox"/> City Attorney (as to legal form) | <input type="checkbox"/> Contract | <input type="checkbox"/> Other |
| <input type="checkbox"/> City Manager | | |

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

Suggested Action:

MOVED BY:

SECONDED BY:

- 3. A. Approval of Minutes
Regular Meeting of February 16, 2016**
- B. Approval of Bills**
- C. To award a bid for turf fertilization and weed control for the period April, 2016 through November, 2017 at unit prices bid (Estimated annual expenditure of \$32,930).**
- D. To approve excavation, removal, and replacement of underground City infrastructure by a pre qualified contractor (Total estimated expenditure of \$27,470).**
- E. To award a bid for the hauling and disposal of street sweepings for a two-year period (Estimated two-year expenditure of \$34,900).**
- F. To award a bid for transit mix at unit prices bid for a one-year period (Estimated expenditure of \$70,835).**
- G. To split an award of a bid for self-contained breathing apparatus and air cylinders at unit prices bid for a two-year period (Estimated two-year expenditure of \$65,970).**

Consent Agenda

March 1, 2016

Page 2

- H. To accept a proposal for professional architectural services in connection with parks and recreation capital projects (Estimated expenditure of \$18,250).**
- I. To approve a contract between the Michigan Department of Transportation and the City of Sterling Heights for the Dodge Park Road Reconstruction Project, Metropolitan Parkway to Utica Road, City Project #14-254 (Estimated City share of project cost is \$2,249,800).**
- J. To adopt a resolution authorizing issuance of Michigan Transportation Fund Bonds, Series 2016, in the estimated amount of \$9,630,000.**
- K. To adopt a resolution setting a public hearing for Tuesday, April 19, 2016 at 7:30 p.m. on the proposed Third Amended and Restated Local Development Finance Authority Development Plan and Tax Increment Finance Plan.**
- L. To reschedule the date of the first regular City Council meeting for May, 2016 from May 3, 2016 to May 4, 2016.**

*Delivered February 25, 2016
Agenda Item 3-A
Meeting: 03/01/16*

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, FEBRUARY 16, 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; Carol Sobosky, 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 and its Ethnic Community Committee will be holding its 2016 Cultural Exchange on Friday, March 4, 2016 from 6-10 p.m. in the Senior Center. He encouraged the community to attend the event, which

will be featuring ethnic music, dance, food and entertainment, while providing residents an opportunity to learn about the various cultures represented in the community.

Mr. Vanderpool announced that the assessment notices for 2016 will be mailed the first week of March. He explained that property values continue to increase, with residential property values increasing an average of 9.8%. Commercial properties have increased 7%, and industrial properties have risen 4.6%. He assured the good news is that the taxes will only be increasing by 0.3%, as governed by state law, adding that the inflationary factor is very low. He urged anyone with questions on their tax bill to call the telephone number listed on their notice.

Mr. Vanderpool reported on the many calls he has received inquiring as to when Dobry Drive will be repaired. Although it is within the City's boundaries, the Michigan Department of Transportation (MDOT) has assumed responsibility because it is a service drive for a state highway (M-59). The anticipated repairs come to \$2.5 million, and MDOT has tried unsuccessfully to obtain funding. Mr. Vanderpool read a letter he wrote to Representatives Farrington and Yanez, requesting their help in getting the State to secure funding, noting the urgency of getting this road repaired with the upcoming opening of the nearby Jimmy John's ball park. He was concerned about further deterioration that would likely occur with the additional traffic. He explained the MDOT Director, as well as the County Executive Mark Hackel, were copied on the letter, so he hoped there will be some supplemental funding available in the near future. He urged residents to talk to their state legislators or email them with their concerns over Dobry Drive.

Mr. Vanderpool provided an update on Sterling Enterprise Park, formerly known as Sunnybrook, stating that the former bowling alley and hotel have been demolished. Construction will be starting soon on what is one of the largest development projects in the City's history.

PRESENTATION

Ms. Bridget Doyle, Community Relations Director, recognized Utica Community Schools faculty member Michael D. Sekich for being named *A Band Director Who Makes a Difference*. She also recognized student Christina Li for being named a *Champion of Change for Computer Science Education*.

Mayor Taylor commented that the City is fortunate to have two fantastic school districts in this community with such great administrators and students.

Moved by Schmidt, seconded by Ziarko, **RESOLVED**, to adopt Resolution recognizing and congratulating Utica Community Schools faculty member Michael D. Sekich for being named a *Band Director Who Makes a Difference* by School Band and Orchestra Magazine.

Yes: All. The motion carried.

~ 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

Councilwoman Schmidt commented that she has a special place in her heart for band directors and band students.

Moved by Schmidt, seconded by Shannon, **RESOLVED**, to recognize and congratulate Utica Community Schools student Christina Li for being named a *Champion of Change for Computer Science Education* by the White House.

Yes: All. The motion carried.

~ 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

ORDINANCE INTRODUCTION

1. Mark Carufel, City Clerk, made a presentation on the proposed Ordinance. He noted the following three junk yards that are currently located in Sterling Heights: Admiral Metals, American Import Auto Parts and U.S. Auto. He stated it is unlikely that new facilities will open because there are strict zoning standards in place. They are required to obtain Special Land Use approval from the Planning Commission, they must be located in an M-2 Zoning District, with all sides of the property abutting M-2 zoned property and one side must abut a railroad right-of-way. He outlined some of the changes, including the requirements for conspicuous signage, tracking and reporting, both as required by state law, and updating the renewal, suspension, revocation and non-renewal procedures. At the request of the licensees, this ordinance would allow junk yards to operate on Sundays, and as permitted by state law, the hours of operation are allowed from 7 a.m. to 9 p.m. seven days a week. He stated the proposed changes also update the prohibitions under state law relating to purchases.

Ms. Linda Godfrey inquired as to whether the changes will impose a hardship on current owners of the existing junk yards.

Moved by Schmidt, seconded by Romano, **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.

Councilwoman Schmidt commented the only provision they are adding that is not specified in state law is the ability for junk yards to operate on Sundays. She added that, other than Hobby Lobby, which is closed on Sundays for religious reasons, the majority of other businesses in the community are open on Sundays.

Mr. Carufel replied to inquiry that he does not believe this Ordinance will affect any of the existing junk yards, and stated existing will be grandfathered in.

Councilman Romano recalled that a couple of the existing junk yards may be near major roadways, but he pointed out this is for new junk yards coming into the City.

Yes: All. The motion carried.

CONSENT AGENDA

2. Moved by Koski, seconded by Romano, **RESOLVED**, to approve the Consent Agenda:
 - A. To approve the minutes of the Special Meeting of January 26, 2016 and the Regular Meeting of February 2, 2016, as presented.
 - B. To approve payment of the bills as presented: General Fund - \$838,557.46, Water & Sewer Fund - \$2,746,338.73, Other Funds - \$840,620.64, Total Checks - \$4,425,516.83.
 - C. **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.

- D. **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.
- E. **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 \$136,846.00.

Yes: All. The motion carried.

CONSIDERATION

3. Ms. Joann O'Grady, a high school student, stressed that recycling is very important to her, and she was raised to learn the importance of making it an everyday ritual. She expressed concern that a bi-weekly pick-up of recycled materials is not enough, and successful communities reinvest back into their own communities to make them even better places to live. She asked the Council to consider doing more for recycling.

Mr. Dennis White commented that it is difficult when they do not know to whom the Invitation to Bid was given to and the criteria included in it. He questioned the need for trash to be picked up in neighborhoods before 7 a.m. because of the noise.

A presentation was made by Michael Moore, Public Works Director. He indicated they sought a base bid, along with Alternate #1, which includes the base bid plus mandatory use of 32-, 64- or 96-gallon carts for weekly refuse collection, and Alternate #2, which includes the base bid and the mandatory use of 32-, 64- or 96-gallon carts for bi-weekly curbside recycling in lieu of recycling centers. The bid specifications called for a five-year term for the period from May 1, 2016 to April 30, 2021. Mr. Moore noted that Alternate #2 cannot be phased in until 2018. He reviewed the low bids as follows: Base Bid in the amount of \$23,753,720 from Waste Management; Alternate #1 in the amount of \$25,669,017 from Emterra Environmental; and Alternate #2 in the amount of \$26,587,715 from Rizzo Environmental Services. He explained that the increase from the Base Bid to Alternate #1 would be \$1.9 million over the 5-year contract. The increase from Alternate #1 to Alternate #2 would be \$918,000 over the 5-year contract, and the increase from the Base Bid to Alternate #2 would be \$2.8 million over the 5-year contract. Mr. Moore reviewed the savings of the Base Bid with Waste Management, noting that the first year's savings would be \$335,816. The third year of that contract would equal current costs, and the last two years of the contract would be at a slight increase; however, the average annual savings would be approximately \$124,000 for each of the five years.

Mr. George Parker commented that Waste Management complied with all of the required criteria on the Invitation to Bid, and they are saving the City more money than their original contract. He felt the bid should be awarded to Waste Management, and he thanked those members of Council who initiated this money-saving move to go out for bid.

Mr. Phil Rashad, a former resident of St. Clair Shores, explained that they had the services of Waste Management, which he rated as “so-so” but eventually their community went with Rizzo Environmental Services. He claimed that complaints decreased by 20% with Rizzo, and they did not miss trash pick-up days.

Mr. Larry O’Grady, resident of Sterling Heights for 18 years, stated he runs the Sterling Civic Theater, and claimed Rizzo Environmental Services was one of the two businesses, out of 129 solicited, who donated funding to their cause to help offset the cost of licensing for the theater. He added that their theater is now able to have four shows a year and is moving into other communities, and he thanked Rizzo for what they have done to make this possible.

Mr. Jeffrey Norgrove stated that if the City goes with the Alternative bid which mandates recycling, they will not only be paying \$2.8 million more for waste hauling, but the residents, including senior citizens, will have to carry those waste-hauling containers to their curb and back. He noted that most senior citizens have small garbage bags, and having to use a large container would create an unnecessary hardship for them. He urged the Council to award the Base Bid to Waste Management. He stated they went out for bid on this to save taxpayers money, and if they go with the Alternative Bid, they will have to raise taxes to pay for it.

A resident [no name given] stated he moved here two years ago from the City of Troy, where they had five small recycling bins. He has a family of six so those bins filled up fast. He expressed disappointment at finding out that he had to pay

\$5 for one bin that would only be picked up every other week. He stated he is in favor of weekly recycle pick-up, and the larger the container, the better for him.

Ms. Jazmine Early stated that recycling should be available for those who want the service and want to pay for it, but she objected to recycling being mandated for everyone. She stated the best alternative is the Base Bid for Waste Management, and she urged the Council Members to consider the residents when voting on this.

Mr. Michael Radke commented that he is a proponent of recycling, but does not want to pay more. He stated there is a cost difference and claimed each residence would pay about \$8 more per year if everyone subscribes to it through Rizzo's Alternate #2 Bid. Currently those who want it are paying about \$5 a month, which is considerably more money for those households. He questioned why Waste Management is charging so much more than Rizzo is willing to do it for.

Ms. Dolores Hatton questioned how she is supposed to drag a container to the curb and back when she uses a walker. She can currently carry her small garbage bag out to the curb or get in her car and drive it down, and she does not have to go back out to retrieve a container. She said the large containers are unsightly and nearly impossible to maneuver in snow, and she added that garbage will most likely freeze to the bottom of the container. She urged the Council to award the Base Bid to Waste Management.

Ms. Linda Godfrey applauded Rizzo for donating funds to help the local community theater, but she claimed that Waste Management has a new \$15 million plant that converts landfill gas into electricity, and she further claimed that Waste

Management is one of the largest producers of landfill energy in the Midwest. She hated to see Waste Management replaced because of mandatory recycling. She inquired as to the total amount of revenue received on an annual basis from the City's three recycling centers. Ms. Godfrey also urged the City Council to stick to the issue and not compare what other communities are doing because situations and demographics are different in each community. She commended Councilman Shannon for bringing this to the Council, noting that they are saving a lot of money.

A resident [no name given] explained he is president of his condominium association, and they have trash pads where their residents place their trash to be picked up. He did not feel these pads are large enough to accommodate what would be mandatory containers if they go with Alternatives 1 or 2. He questioned whether the containers are included in the bid price, or whether they would have to be purchased.

Mr. Harry Marchlones commented that there are 41,000 residences in Sterling Heights, and if each one has two garbage cans, that totals 82,000 garbage cans, so he inquired as to where these will all go if they no longer need them. He complained that there is no room in his garage for these large containers, and added that they will frequently need to be washed out, which makes their maintenance even more of a nuisance. He urged the Council to be cautious when voting for this, pointing out that only 1 out of 7 residences in the City is currently taking part in the recycling program.

Mr. Charles Jefferson expressed his support for Waste Management. He did not feel the majority of residents want the large containers, and for those residents like him who have a one-car driveway, it will be tough to maneuver around all of these cans. He stressed the residents want to save money, not spend more money.

Mr. Phil Ruggeri, legal representative for Rizzo Environmental Services, explained his client is very active in the community, donating money to a lot of local causes, and their headquarters are located within the City's boundaries, at 18 Mile and Mound, making them very accessible if there are any problems. They provide recycling education to schools, and are a member of the Sterling Heights Chamber of Commerce. He noted that Rizzo handles 56% of residential waste hauling in Macomb County, bidding competitively and providing what he claims is the best service. He explained that, when looking at the Base Bid, it appears as though Waste Management submitted the lowest bid; however, he claimed that two major items were not factored in, which include the containers and fuel costs. He stressed Rizzo will provide the containers at no cost to the City, and the fuel charge is fixed for the entire duration of the contract. Mr. Ruggeri calculated the savings if 25% of the residences opt for recycling, and also calculated the savings if 50% opted in. He also noted they were much cheaper on their optional 3-year extension, so when taking all of that into consideration, he claimed they can save the City close to \$20,000,000 or more over an eight-year period. He stated that the cost of fuel and containers should be a factor in the bid. They have a fleet of new equipment and trucks, and they have containers of various sizes that will

accommodate everyone's needs, stressing that recycling is a tremendous service to offer to residents.

Mr. Dennis White stated he is still opposed to any changes in waste-hauling and does not want mandated containers. He felt they will become a visual nuisance.

Mr. Pat Greve, Area Manager for the Public Sector Service with Waste Management, recalled when this was first discussed last year, he urged the Council to be clear and uniform on the services they want, and they assured savings was on the top of the list. He felt the bidding process achieved this, and he claimed residents have thanked their company for coming up with the savings that the City was looking for. He stressed the average \$124,000 annual savings compared to the next lowest bidder, and they have added services that were not in the old contract. He replied that there are no mandatory containers included in Waste Management's Base Bid that is being recommended for approval. They listened to the goal of reducing costs, and provided Sterling Heights with their best bid. He assured that they are long-term and ready to carry out the services they have been providing, and the community can continue to count on their support for the many events the City provides for its residents.

Moved by Romano, seconded by Ziarko, **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 from 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.

Councilman Romano recalled that the Invitation to Bid was very specific and the bidders were asked not to deviate because the City was looking for savings. He thanked Mr. Shannon for heading this up, because going out for bid demonstrated that they can save money. He commented that there are only 5,000 residences participating in recycling, and he cited some letters he has received from senior citizens who feel the waste containers would be too difficult for them to manage. Waste Management, with their Base Bid, will be saving the City an average of \$124,000 each year for the length of the contract. He expressed concern regarding the City's credibility with vendors if they go out for the low bid, then change the bid specs and rebid. He stressed he is comfortable with Waste Management's services and they are great corporate sponsors, and they should be allowed to continue with us for the next five years.

Mayor Taylor noted this went out for bid last fall, and his goal was to save money and also to implement new programs in Sterling Heights. He reminded this is one of the only communities that does not offer a universal curbside recycling program. They received a lot of responses from the public, many who wanted to see cost savings, and many others who wanted to see curbside recycling. He added that there were a few who wanted trash carts, but more residents expressed their dislike of the carts. He claimed that curbside recycling in the City of Detroit costs residents \$1.15 per month, compared to the \$5 per month in Sterling Heights. He cautioned that if the Council approves the Base Bid, there will be no curbside recycling; however, if they go with one of the Alternate bids, it forces residents into having the carts and participating in a program they may not want. He believes there is a middle ground, but not with the bids they have in front of them tonight.

He replied to an earlier question about the money generated from the recycling centers, and clarified that they do not generate any money, but actually operate at a net loss of approximately \$200,000 per year. He stated when added to the nearly \$300,000 generated from the residents who are paying \$5 per month for curbside recycling, that equates to nearly one-half million dollars each year spent on recycling, with only 12% participation. He suggested rebidding the Base Bid, closing the recycling centers and giving everyone the opportunity to recycle at the curb if they so choose. They can ask for a trash cart if they want, and the vendor can bill the resident directly. Mayor Taylor reminded that the current low bid includes the vendor operating the three recycling centers, so if they close those centers, he suspected the base bid may go down. He felt the only way to achieve their goals is to reject the bids and rebid, so he indicated he will be voting no on the motion on the floor.

Councilman Skrzyniarz commented that they are fortunate to have multiple companies with good reputations competing against each other for the contract, and that is why the price went down. He felt they should not move forward with this bid if it is not exactly what they want. He was confident that if they rebid, they will still get the same price, but they will make sure they have the service they want. He stressed Sterling Heights is soon to be the third largest city in the State of Michigan, and he found it embarrassing that only 5,000 homes participate in recycling. He is interested in seeing curbside recycling on a weekly basis, but he does not support Alternative 1 or Alternative 2, adding that he got a lot of negative feedback from senior citizens on Alternate 2.

Councilwoman Koski agreed with Mayor Taylor, commenting that the residents should have the option of choosing whether or not they want carts. She explained that when she went to her son's house, she found it very difficult to pick up the cart that was partly buried in snow, especially when the driveway is covered in ice. She has always considered this community progressive, but felt that they have fallen behind in recycling. She would like to see curbside recycling but at less than the current cost of approximately \$65 annually per household. She would like to see them go out for bid to come up with a program that reflects their concerns.

Councilwoman Schmidt noted that some of the Council's comments indicate the bids did not reflect what they really wanted, but she felt the bids reflected exactly what they asked for. She felt they will lose the trust of the vendors and questioned why anyone would want to bid on anything if this City cannot be trusted. She felt the only time the Council rejects a low bid is when the vendor did not meet the bid specifications or the bids were too high. She was concerned as to what will happen if they throw out all of these bids and go out for bid once again.

Mr. Buhlinger, Purchasing Manager, stated that a bid can also be rejected if they receive only one bid. He replied to inquiry that he could not recall any other instances of bids being rejected by this Council.

Mr. Carufel replied to inquiry that the Mayor and City Council have the right to make the decision as to whether to award the bid or to reject the current bids because they are too high, or they were not responsive to the needs of the Community.

Councilwoman Schmidt recalled the Council voting on the specific wording for the bid, and all but one company respected that request when submitting their bids. She felt that the company that did not honor that request was being disrespectful of the process. She claimed she has talked with hundreds of residents who, overwhelmingly, want to keep things the way they are. She did not feel the number of 5,000 recyclers is accurate, because when curbside recycling was increasing, there was no decrease in the recycling center traffic. She inquired as to the relationship between Rizzo Environmental Services and Royal Oak Recycling.

Mr. Don Baretta, Rizzo Environmental Services, replied that Royal Oak Recycling is a partner of Rizzo.

Councilwoman Schmidt stated she is comfortable with the bids received and will be voting in support of the motion on the floor.

Councilman Shannon stated the Base Bid and the potential for recycling are two separate issues, and he suspected that they will continue to see base bid savings. He suggested the bidders “sharpen their pencils again” and show the Council what they can do with curbside recycling to solve a need in the community. He stated he is in favor of rejecting the bids because the Base Bid does not provide enough service for recycling in addition to the fact that the recycling is too expensive. He believes it can be done at a lower cost, and commented that recycling has economic benefits because people tend to look at this community as being environmentally friendly. Councilman Shannon emphasized, however, that he is not in favor of any program that would require residents to use the

large 96-gallon containers for their trash. He would like to see a curbside recycling program that is affordable and easy to manage for the residents.

Councilwoman Ziarko reminded that Waste Management has their recycling contract until 2018. She felt the simplest solution would have been to extend their waste-hauling contract for another two years so they would end at the same time, but she recognized that the bids went out at this time in an effort to save money. In making her decision, she has to consider what is in the best interest of 130,000 people, and when meeting their goal of saving money with the new contract, she felt they met their objective. She appreciated Councilman Shannon taking on this challenge, but she cannot understand why they do not want to take this savings at this time. She was concerned that if they reject the bids, they are thrown out and they have to start all over. She questioned the difference between an ITB (Invitation to Bid) and a RFP (Request for Proposal).

Mr. Buhlinger replied an ITB is very specific with regard to volumes, quantities, services, etc. for which they are seeking a cost. In an RFP, it is for a situation where they are looking to resolve an issue, and they are asking vendors to bring back their best solution and the cost for that solution.

Councilwoman Ziarko felt that, when going out for a service, it is in the community's best interest to tell the vendor exactly what they want, rather than the other way around. She did not want someone telling the Council what they should have. She noted she is in favor of approving the recommendation of Administration, pointing out that the City has hired very intelligent people to put this together. She felt the Council should listen to them and go forward, awarding the contract to Waste Management. She commented that there are a

lot of residents who do not want to recycle, and they cannot be forced to do so. She acknowledged that she recycles, but goes to the centers rather than opting for the curbside program. She felt people do not want the carts. She questioned why the Council was not made aware of the fact, prior to this going to bid, that the recycling centers were losing money. She would prefer to take the savings being offered now, and questioned whether they still have the opportunity to extend the current contract if they reject the bids.

Mr. Bahorski believed that a motion to extend the current contract had to be acted upon prior to December 31, 2015, so that option is no longer available.

Roll Call: Ayes – Romano, Ziarko, Schmidt. Nays – Koski, Shannon, Skrzyniarz, Taylor.
Motion failed for lack of votes.

Motion by Koski, supported by Taylor, to reject the bids for refuse, recyclables and yard waste collection, as presented, and to direct City Administration to prepare a Request for Proposal (RFP) for review and approval at the Regular Council Meeting scheduled for March 1, 2016.

Mr. Bahorski acknowledged they have about a week to develop the RFP. Council can review and make changes at the March 1, 2016 Council Meeting. He admitted it is a tight timetable but felt they can comply, anticipating that if it is approved on March 1, it should be able to go out within a few days after that meeting. He replied to inquiry that Council can have input at that meeting, and he believed it will be a Consideration item so that residents can be involved as well.

Councilwoman Ziarko requested the motion maker to change the RFP to an Invitation to Bid (ITB).

Councilwoman Koski inquired as to why they are doing an RFP rather than an ITB.

Mr. Bahorski replied the RFP affords Council the ability to design and learn through the RFP process as to the best level of service. In this instance, they cannot place a quantity on the recycling aspect because it is voluntary, and for that reason, an RFP would be better than an ITB. An RFP will give them the ability to look at what is best for the community. The price comes into that process, but it is not a price-driven process.

Councilwoman Schmidt agreed with Councilwoman Ziarko, and felt they need to be able to “compare apples to apples”. She did not believe this is being fair and consistent.

Mayor Taylor stated RFP’s and ITB’s each have their own benefits, but stressed what he will be voting in support of this for a proposal that is very limited in scope. He does not want to ask contractors to provide a bid on what they think the City needs. He stressed people want a low-cost base bid and do not want to be forced to use trash carts. He felt they can put that into an RFP. They do not have numbers on how many want the enhanced cart component, so he felt if a resident wants the service, they should be able to opt in, but if they do not want it, they should have that choice as well.

Councilman Romano stated he is confused and everything Mayor Taylor outlined that he would like to see has already been accomplished through the current bids.

Mayor Taylor responded that if they award the bid to Waste Management, there is no option for the residents who want the carts, so it would be mandatory that no one could get carts. In addition, the only option for recycling would still cost the residents about \$65 per year, which ~~he felt~~ is too expensive. He has seen other competitive bids that have resulted

in a curbside recycling cost of about \$15 per household per year. He felt they can achieve the goals of receiving both a low-base bid and affordable recycling if they go out to rebid.

Roll Call: Ayes – Koski, Taylor, Shannon, Skrzyniarz. Nays – Romano, Schmidt, Ziarko.

The motion carried.

4. Mr. Ali Makky explained he and his former partner started this business about 5 years ago. His partner wanted to get out of the business, so he bought him out and is taking on a new partner, Mr. Maher Jawad, who is in the process of getting his degree and training with him. Mr. Makky assured the restaurant will be offering the same quality and service but will be operating under a new name.

Moved by Skrzyniarz, seconded by Romano, **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.

Councilman Skrzyniarz noted that the various Departments have recommended this action after reviewing the application. He thanked the business owners for their past work in the City, and looked forward to seeing their success.

Councilman Romano noted this is basically a name change, with the original partner keeping 51% of the ownership and the new partner having 49%. He wished them well.

Yes: All. The motion carried.

5. Moved by Romano, seconded by Taylor, **RESOLVED**, to **postpone** the nomination to the Board of Ordinance Appeals Panel II to the March 1, 2016 regular City Council meeting.

Yes: All. The motion carried.

6. Moved by Romano, seconded by Ziarko, **RESOLVED**, to appoint Mr. William Dechavez to the Ethnic Community Committee to a term ending June 30, 2017, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Yes: All. The motion carried.

Moved by Romano, seconded by Ziarko, **RESOLVED**, to **postpone** the appointment to the Economic Development Corporation/Brownfield Authority to the March 1, 2016 regular City Council meeting.

Yes: All. The motion carried.

Moved by Romano, seconded by Ziarko, **RESOLVED**, to appoint Ms. Jazmine Early to the Arts Commission to a term ending June 30, 2018, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Roll Call: Ayes – Romano, Ziarko, Skrzyniarz, Schmidt. Nays – Shannon, Taylor, Koski.

The motion carried.

Moved by Romano, seconded by Schmidt, **RESOLVED**, to **postpone** the appointments to the Citizen Advisory Committee/CDBG and Beautification Commission to the March 1, 2016 regular City Council meeting.

Yes: All. The motion carried.

COMMUNICATIONS FROM CITIZENS

Ms. Linda Godfrey – Condition of Dobry Drive West and East, and inquired whether there is a shared responsibility with the City of Utica for repairs. Suggested possible surcharge

to certain businesses with heavy vehicles that use. Condition of Canal, Van Dyke, Clinton River Roads. Rebidding after bids have been opened.

Mr. Charles Jefferson – Concerned about the condition of the roads, especially Canal, Mound, Schoenherr, and Dobry. Questioned how much time and money was spent on putting together the first ITB and how much time and money will be spent on putting another one. Expressed concern over MDOT-owned land at 18-1/2 Mile and Mound, which was clear-cut, and what is happening with that land now. Inquired as to what is happening with the Flint situation.

Ms. Dolores Hatton – Concerned about the environment for wildlife compared to what it used to be years ago. Would like to see more plantings along the river, and possibly a dog park at Dodge Park.

Mr. Harry Marchlones –City Council’s handling of the waste-hauling bids.

Ms. Jazmine Early –Safety concerns about the photo that appeared on her phone. She contacted the Police, FBI and the County Prosecutor, noting the Police have closed her case. Questions concerning a political flyer sent during the last election.

Mayor Taylor felt the flyer was wrong, but indicated this has been discussed at length before. He sympathized with her but has had personal conversations with each of the Council Members to assure they had nothing to do with it.

Councilman Romano stated being affronted with the flyer and was confident everyone on Council feels the same. He stressed he does not want it brought up here again because it did not come from anyone on Council.

Mayor Taylor urged Ms. Early to meet with the Police if she has safety concerns, and he offered to meet with her. He also indicated he will meet with the Chief to make sure they are doing what they can.

Mr. Patrick Greve, Waste Management, spoke about a trend as relates to the public process for procuring services. He felt they owe it to their customers and shareholders to ensure a fair bidding process, but they are seeing the trend of bidding and rebidding until finally a contract is awarded. He felt if this trend continues, they will see higher bid prices from everyone.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool responded to questions from residents. He indicated the County will be working on Mound, south of M-59, but he has not heard anything about Mound south of Metro Parkway, which probably will not be done in the next year. He confirmed that the MDOT property at 18-1/2 Mile, west of Van Dyke, has been clear-cut and may be marketed for sale again, but assured that there has to be a tree inventory when a parcel is clear-cut, and the Tree Ordinance will have to be followed when the property is developed. He stated the idea of a sanctuary for wildlife at Dodge Park is an excellent idea, and informed that the City received a \$4.5 million grant to restore the natural habitat and clean-up of the Clinton River, almost solely dedicated to Dodge Park. He urged Ms. Hatton to contact him and he would be glad to go over the plans with her.

There was no report from Mr. Bahorski at this time, and no closed session.

Councilwoman Schmidt informed she was approached by an angry resident claimed who was informed that “the City forced Sunnybrook to sell”.

Mr. Vanderpool replied they heard some of the same complaints, and apparently some of Sunnybrook's staff members posted on Facebook that the owner was being forced by the City to sell. He assured that is not true, and he does not know why the owner's staff members would post that. Mr. Vanderpool stated that after he contacted the owner about this, the owner took down the Facebook post within a matter of minutes, but Mr. Vanderpool maintained he does not know how or why this rumor was spread.

Councilwoman Koski stressed she does not participate in negative literature and took offense that Ms. Early would think the Council would participate in something like that.

Councilman Skrzyniarz agreed with Councilwoman Koski and urged Ms. Early, as an appointed member of the Arts Commission, not to bring these types of personal issues to Council Meetings.

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 10:31 p.m.

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF
March 1, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	\$360,299.56			\$360,299.56
WATER & SEWER FUND	\$26,394.35			\$26,394.35
OTHER FUNDS	\$1,036,090.17		\$162,361.94	\$873,728.23
TOTAL CHECKS	\$1,422,784.08	\$0.00	\$162,361.94	\$1,260,422.14

BILL LISTING DETAIL IS AVAILABLE AT THE STERLING HEIGHTS PUBLIC LIBRARY

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for turf fertilization and weed control for the period April, 2016 through November, 2017 at unit prices bid (Estimated annual expenditure of \$32,930).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)



Attachments

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

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

Executive Summary:

The Department of Public Works is responsible for the landscape maintenance of all properties under City ownership or jurisdiction. These properties include areas comprising the Richard J. Notte City Center, public works facilities, fire stations, parks, athletic fields, and select road medians and right-of-ways. Some of these properties also receive flight control treatments to reduce the presence of Canadian Geese. Weed growth along guardrails and detention pond fencing and growth at the bottom of retention ponds are also managed with the appropriate growth control applications. As this work requires specialized equipment and experience, the City contracts with reliable and experienced contractors for the application of the appropriate turf fertilization, weed, and growth control products.

On January 26, 2016, bids were received for turf fertilization and weed control for the bid period of April, 2016 thru November, 2017. Recommendation is being made to award the bid to Green Meadows Lawnscape, Inc., the lowest qualified bidder meeting all City specifications. Green Meadows is the incumbent contractor for turf fertilization and weed control and proven to be both capable and reliable in performing these services.

The Department of Public Works anticipates an annual expenditure of \$32,930 for the two-year bid term. Please see the attached staff report and supporting documentation for additional information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for turf fertilization & weed control to Green Meadows Lawnscape, Inc., 2359 Avon Industrial Drive, Rochester Hills, MI 48309, for the period April, 2016 through November, 2017 at unit prices bid.

**CITY OF STERLING HEIGHTS
STAFF REPORT
March 1, 2016**

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On January 26, 2016, bids were received for turf fertilization and weed control. Invitations to Bid were advertised on SHTV, posted to the MITN website and published in the Sentry Newspaper. Three (3) vendors responded with bids as detailed on the attached bid tabulation.

It is anticipated that the City will spend \$32,930 annually over the two-year bid term on turf fertilization and weed control. Funds have been allocated in 11744770 (Parks & Ground Maintenance) 821000 (Spraying Service) and 837000 (Retention Pond Maintenance), and 22700700 (Major Road Fund) 891001 (Grass and Weed Control - County) and 891002 (Grass and Weed Control - State).

STAFF ANALYSIS AND FINDINGS:

Below is the per application cost for turf fertilization and weed control services at the following sites for the first year of the two-year bid term:

<u>Proposal</u>	<u>Site Description</u>	<u>2016 Cost Per Application</u>
A	Irrigated Municipal Building Sites: Civic Center, Public Works Facility, Senior Center, Nature Center, Fire Stations, Utica/Van Dyke Park, Velocity Center and Welcome Sign at 14 Mile & Van Dyke	\$1,120
B	Irrigated Athletic Fields: Delia Park, Baumgartner Park Nelson Park and Farmstead Park	\$690
C	Non-irrigated Sites: Dodge Park, Baumgartner Park, Nelson Park and Delia Park	\$500
D	Non-irrigated Sites: Metropolitan Parkway, Schoenherr Road, Mound Road, and 19 Mile Road Medians	\$3,300
E	Non-irrigated Sites (State ROW): Van Dyke Avenue Medians	\$500
F	Non-irrigated Sites: (State ROW) Hall Road (M-59) Boulevard Median - Van Dyke to Hayes Hall Road (M-59) Boulevard Median – Hayes to just east of I-94	\$4,900
G	Various Guardrail Areas throughout City (22,500 lineal ft.)	\$1,400
H	Aquatic Control in Retention Pond Bottoms (215,100 sq. ft.)	\$2,900
I	Flight Control Plus – Geese Control on Athletic Fields	\$1,800

The number of applications per site varies depending on the type and use of the site and the seasonal growing conditions. Please refer to the attached bid tabulation for additional information on the frequency of applications per site. All work will be guaranteed to stimulate growth and eliminate weeds.

Green Meadows Lawnscape Inc. is the current vendor for the City for turf fertilization and weed control services and the DPW is satisfied with the work performed by this contractor.

Green Meadows Lawnscape has produced the required liability insurance, indemnification and performance bond in favor of the City.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

Notification list:

Green Meadows Lawnscape, Inc.

2359 Avon Industrial Drive

Rochester Hills, MI 48309

Dan DeClerk, Vice President

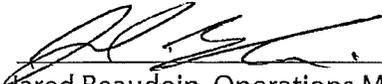
greenmeadowslawnscape@yahoo.com



Interoffice Memorandum

Date: February 1, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Recommendation for Turf Fertilization and Weed Control

The Department of Public Works has reviewed the bids for turf fertilization, weed control, and flight control at the following specified city sites, various medians, athletic fields, retention ponds, and guardrails. We recommend that this bid be awarded to the lowest bidder meeting specifications and requirements:

Green Meadows Lawnscape, Inc
2359 Avon Industrial Drive
Rochester Hills, MI 48309
Attn: Dan DeClerck, Vice President

Proposal	Location	Price per Application
A	Civic Center Complex, Public Works, Senior Citizens Center, Nature Center, Fire Stations 1-5, Utica/Van Dyke Park, Velocity Center, and the Welcome Sign at 14 Mile and Van Dyke	\$1,120.00
B	Delia Park, Baumgartner Park, James C. Nelson Park, and Farmstead Park Athletic Fields	\$690.00
C	Dodge Park, Baumgartner Park, Nelson Park, Delia Park (Non-Irrigated)	\$500.00
D	Metropolitan Parkway, Schoenherr, Mound, and 19 Mile (Road Medians)	\$3,300.00
E	Van Dyke Medians (Non-Irrigated State ROW)	\$500.00
F	Hall Road (M-59) Boulevard Median Van Dyke to Hayes (Non-Irrigated State ROW) Hall Road (M-59) Boulevard Median Hayes to Just East of I-94 (Non-Irrigated State ROW)	\$4,900.00
G	Various guardrails throughout Sterling Heights	\$1,400.00
H	Aquatic control in the bottom of retention ponds that are wet	\$2,900.00
I	Flight control plus for goose control on athletic fields	\$1,800.00

Green Meadows is the incumbent for the current contract, and staff is satisfied with the work they have performed. The budgeted amount per year for this two-year contract is \$32,930.00. This amount is based on prices noted above at applications specified within the contract. The actual cost may be less or more depending on the services provided. Funds for the application of turf fertilizer and weed control are budgeted in the following accounts:

Account Name	Account #
Parks & Grounds Maintenance / Spraying Services	#11744770 821000
Parks & Grounds Maintenance / Retention Pond Maintenance	#11744770 837000
Major Road Fund / Grass & Weed Control - County	#22700700 891001
Major Road Fund / Grass & Weed Control - State	#22700700 891002

- C: Michael Moore, Public Works Director
- Marty Sowa, Public Works General Supervisor
- Josh Cole, Parks and Grounds Division Supervisor

CITY OF STERLING HEIGHTS
BID TABULATION - JANUARY 26, 2016
ITB-SH16-001: TURF FERTILIZATION AND WEED CONTROL

Proposal	Applications Per Year	<u>Great Lakes Landscaping</u>		<u>Green Meadows Lawnscape</u>		<u>Owen Tree Service</u>	
		<u>Cost Per Application 2016</u>	<u>Cost Per Application 2017</u>	<u>Cost Per Application 2016</u>	<u>Cost Per Application 2017</u>	<u>Cost Per Application 2016</u>	<u>Cost Per Application 2017</u>
"A"	1st	\$2,070.00	\$2,070.00	\$1,120.00	\$1,120.00	\$2,547.00	\$2,629.00
	2nd	2,070.00	2,070.00	1,120.00	1,120.00	2,547.00	2,629.00
	3rd	2,070.00	2,070.00	1,120.00	1,120.00	2,547.00	2,629.00
Total A.		6,210.00	6,210.00	3,360.00	3,360.00	7,641.00	7,887.00
"B"	1st	1,665.00	1,665.00	690.00	690.00	3,248.00	3,346.00
	2nd	1,665.00	1,665.00	690.00	690.00	3,248.00	3,346.00
	3rd	1,665.00	1,665.00	690.00	690.00	3,248.00	3,346.00
Total B.		4,995.00	4,995.00	2,070.00	2,070.00	9,744.00	10,038.00
"C"	1st	810.00	810.00	500.00	500.00	766.00	791.00
	2nd	810.00	810.00	500.00	500.00	766.00	791.00
Total C.		1,620.00	1,620.00	1,000.00	1,000.00	1,532.00	1,582.00
"D"	1st	3,510.00	3,510.00	3,300.00	3,300.00	9,420.00	9,704.00
	2nd	3,510.00	3,510.00	3,300.00	3,300.00	9,420.00	9,704.00
Total D.		7,020.00	7,020.00	6,600.00	6,600.00	18,840.00	19,408.00
"E"	1st	630.00	630.00	500.00	500.00	1,332.00	1,372.00
	2nd	630.00	630.00	500.00	500.00	1,332.00	1,372.00
Total E.		1,260.00	1,260.00	1,000.00	1,000.00	2,664.00	2,744.00
"F"	1st	900.00	900.00	4,900.00	4,900.00	12,212.00	12,579.00
	2nd	5,400.00	5,400.00	4,900.00	4,900.00	12,212.00	12,579.00
Total F		6,300.00	6,300.00	9,800.00	9,800.00	24,424.00	25,158.00
"G"	22,500 LF/APP	440.00	440.00	1,400.00	1,400.00	10,800.00	11,124.00
"H"	215,100 SFT/APP	2,151.00	2,151.00	2,900.00	2,900.00	9,335.34	9,614.97
"I"	1st	6,200.00	6,200.00	1,800.00	1,800.00	7,032.00	7,244.00
	Optional 2nd	6,200.00	6,200.00	1,500.00	1,500.00	7,032.00	7,244.00
	Optional 3rd	6,200.00	6,200.00	1,500.00	1,500.00	7,032.00	7,244.00
Total I.		18,600.00	18,600.00	4,800.00	4,800.00	21,096.00	21,732.00
Totals Per Year		\$48,596.00*	\$48,596.00*	\$32,930.00	\$32,930.00	\$106,076.34	\$109,287.97
Grand Total - 2 Years		<u>\$97,192.00*</u>		<u>\$65,860.00</u>		<u>\$215,364.31</u>	

* Adjusted by Purchasing



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

City Council	
<i>Mayor</i>	Michael C. Taylor
<i>Mayor Pro Tem</i>	Doug Skrzyniarz
<i>Councilwoman</i>	Deanna Koski
<i>Councilman</i>	Joseph V. Romano
<i>Councilwoman</i>	Maria G. Schmidt
<i>Councilman</i>	Nate Shannon
<i>Councilwoman</i>	Barbara A. Ziarko
City Manager	Mark D. Vanderpool

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

INVITATION TO BID
ITB-SH16-001

The City of Sterling Heights, Michigan is accepting sealed bids for TURF FERTILIZATION AND WEED CONTROL at specified city sites, various medians, athletic fields, retention ponds and guardrails until TUESDAY, JANUARY 26, 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
 Purchasing Manager

Office of Purchasing
586-446-2740

VI. SPECIFICATIONS

The City of Sterling Heights is accepting sealed bids for a turf fertilization and weed control contract at specified City owned municipal sites, parks, Hall Road (M-59) Boulevard Median from Van Dyke to just east of I-94, Van Dyke Median from 18 Mile Road south to 34642 Van Dyke, and various retention ponds and guardrails. Although the Hall Road median goes through several communities- Sterling Heights, Utica, Shelby Township, Clinton Township and Macomb Township- the City of Sterling Heights will act as contract administrator.

The successful bidder must be able to furnish all labor, materials and equipment necessary to perform this Contract.

Portions of this project (M-59 and M-53) are to be substantially funded by a Contract with the Michigan Department of Transportation (MDOT) on a yearly renewable basis. The award of this portion of the Contract is conditioned upon getting approval from MDOT as well as from the City Council of the City of Sterling Heights. In the event MDOT does not provide sufficient funding to the City of Sterling Heights for this project, the City shall have the option of not awarding the Contract.

DESCRIPTION OF WORK:

The work contemplated by these specifications consists of furnishing all labor, material and equipment to perform all work required for the turf fertilization and weed control at specified City owned municipal sites, parks, various medians, athletic fields, retention ponds and guardrails.

CONTRACTS:

The Contract shall be firm and binding from the date of award until November 30, 2017. The City of Sterling Heights reserves the right to reject any and all bids, to waive any irregularities in the bidding and to accept any bid it deems in the best interest of the City. The City has the right to delete any or all sites. All quantities 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.

ASSIGNMENT:

The assignment or delegation of the Contracts or any of the Contractor's duties, rights or interests therein, shall be prohibited. If any assignment or delegation of duties is approved by the City, the Contractor remains responsible for the performance of this Contract.

The Contractor shall not sublet, assign or transfer the Contract or any portion of any payment due him thereunder, without the written consent of the City.

PAYMENT TO CONTRACTOR:

The Contractor shall submit to the City full description of work performed and charges before payment can be made. The City shall remit to the Contractor for services rendered under the terms of the Contract, within reasonable time (normally 30 days) after receipt of itemized billing, the compensation earned.

CONTRACTOR'S RESPONSIBILITY:

All work that is not done in accordance with the provisions and specifications of the Contract shall be corrected and rectified by the Contractor.

The Contractor shall be responsible for any and all damages to any person or private property that occur as a result of any activity or omission associated with this Contract.

Should the City determine that the Contractor has not performed required services in a manner or time frame acceptable to the City, a City representative will notify the Contractor giving them from the date/time delivered:

- A. 24 hours to contact the City and discuss problem(s)
- B. 48 hours to correct the situation, unless otherwise agreed to by the City

Should the contractor fail to make correction to City's satisfaction and/or in the required time frame, City crews or another contractor will correct the situation, and continue corrections until Contractor resumes his responsibilities or the contract is terminated. Invoiced amounts due Contractor will be reduced at a rate of:

- C. If completed by City Crews
Cost for labor, equipment (based on MDOT schedule C), and a 50% administration charge
- D. If completed by another contractor:
Invoiced amount plus 50%

Should there be insufficient invoiced amounts to cover penalties, Contractor will be billed. Should the contractor fail to pay the penalties, the City will seek appropriate action for reimbursement, including forfeiture of contractor's cash performance bond.

Each deficiency will be reviewed for possible termination of contract. The City of Sterling Heights reserves the right to terminate the contract upon written notice due to poor performance or for any reason deemed in its best interest.

WORKMANSHIP:

All work shall be performed in accordance with the best modern practices and highest quality workmanship. The Department of Public Works shall determine the Contractor's compliance with these requirements. Failure to conform to standards specified by the City shall be considered a breach of the Contract.

The specifications herein set forth are intended to cover the prominent phases of the work as specified, and to ensure first-class workmanship. To safeguard the interests of the City; the Contractor will take all measures not specifically enumerated herein, but which conform to good practice to secure an acceptable result. To further guard the City, all essentials of good practice in hiring, working and protecting the work, and the

protection of individuals and property, enumerated herein or not, shall be followed.

The Contractor shall designate a supervisor who shall be available at all times to accommodate the City. The supervisor shall have the power to initiate immediate action to resolve disputes and/or complaints.

ACCIDENTS:

Notification must be made in writing of all types of accidents, injuries and damages to property.

WORK PROGRESS:

Written notice to start work shall be issued to the Contractor. They shall begin the work and complete the work as directed.

TURF FERTILIZATION AND WEED CONTROL:

1. Turf fertilization and weed control shall be guaranteed to stimulate growth and eliminate weeds.
2. The successful bidder shall be responsible for checking areas for respraying weeds within fourteen (14) days of an application.
3. The successful bidder shall be solely responsible for providing flashing lights and traffic control services when necessary. In those areas where traffic control is necessary, successful bidder will perform service at an hour of the day when traffic is light.
4. It shall be the Contractor's responsibility to notify the Department of Public Works twenty-four (24) hours in advance of work to be performed.
5. It shall be the Contractor's responsibility to ensure that any spray or granular material is not discharged into any storm sewer catch basin, open watercourse, or any storm water conveyance system. Under no circumstances will the fertilizer be swept, washed or otherwise allowed to enter storm drains.
6. It shall be the Contractor's responsibility to remove all granular materials that are deposited on any sidewalks, driveways, parking lots, or other hard surfaces that might allow for the transportation of any fertilizer/herbicide to the City's storm sewer system the same day.
7. It shall be the Contractor's responsibility not to apply any fertilizer or herbicide within fifty (50) feet of any streams, rivers, open drains (excluding storm drains in curbs), or any other open body of water.
8. It shall be the Contractor's responsibility to clearly mark areas after application of any fertilizer or weed control product.

9. It shall be the Contractor's responsibility to notify the City of any turf insect or disease problems that may not be covered by this Contract.
10. Fertilizer shall never be applied to frozen ground or during a rain event within the growing season, beginning April 15th through November 30th, of each calendar year. These are dates that are going to protect water quality and allow for better timing of fertilizer applications.
11. Herbicides shall be applied using "Controlled Droplet" (CDA) method.
12. Herbicides shall be applied in a manner as to minimize the potential of any amount of chemical to enter any lake, stream, river, sewer, drain, wetland, or any natural watercourse.
13. "Weed-and-Feed" products shall not be used unless approved by the Director of Public Works or his designee.
14. For all applications the exact time of application will be agreed upon by the vendor and the City, dependent on weather and weed germination

PROPOSAL A – MUNICIPAL SITES:

- I. Irrigated sites only. Comprised of bluegrass turf mixed with fescue and rye grasses.
 - a. Location of areas to be treated:
 - (1) 40555 Utica Road – Administration Offices
 - (2) 40111 Dodge Park Road – 41-A District Court
 - (3) 40433 Utica Road – Upton House
 - (4) 40333 Dodge Park Road – Police Department
 - (5) 40255 Dodge Park Road – Library
 - (6) 7200 18 Mile Road – Office of Public Works
(front and side berms and areas directly east and west of building)
 - (7) 40200 Utica Road – Senior Citizens Center
 - (8) Utica Road median, including round-about
 - (9) South side of Utica Road from party store to Valiant St.
 - (10) South side of Utica Road from City Hall entrance west to Irvial
 - (11) Dodge Park entrance southeast to Senior Center
 - (12) 42700 Utica Road – Nature Center (Irrigated regions only)
 - (13) 38911 Van Dyke – Fire Station #1
 - (14) 12885 19 Mile Road – Fire Station #2
 - (15) 5250 15 Mile Road – Fire Station #3
 - (16) 12850 15 Mile Road – Fire Station #4
 - (17) 41625 Ryan Road – Fire Station #5
 - (18) 14 Mile and Van Dyke – Welcome Sign
 - (19) 43255 Van Dyke – Utica/Van Dyke Park
 - (20) 6633 18 Mile Road – Velocity Center

- II. Service Schedule:
 - a. Turf under this classification shall be serviced three (3) times a year at an agreeable interval between the Contractor and the City. Treatments for 2016 & 2017 will begin in April and end in November.

- III. First Application of Fertilizer, Weed Control, and Problem Grass Pre-Emergent Control
 - a. Fertilizer Analysis (50% or more in a slow release or controlled release form)
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb of actual potassium per 1,000 square feet
 - b. Weed Control 2, 4D based material or "approved equivalent" at 2 quarts per acre
 - c. Problem Grass Pre-emergent Control
 - (1) Not less than 1.5 lb of active ingredient/acre

- IV. Second Application of Fertilizer and Weed Control
 - a. Fertilizer Analysis (50% or more in a slow release or controlled release form)
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet

- V. Third Application Fertilizer and Weed Control
 - a. Fertilizer (50% or more in a slow release or controlled release form)
 - (1) N = 1.0 lb of actual per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
 - b. Weed Control
 - (1) 2, 4D based material or "approved equivalent" as needed for consistent control.
 - (2) Confront .55 fluid ounce per 1,000 square feet. (Apply with direction from Public Works Director or his designee)

PROPOSAL B – ATHLETIC FIELDS:

- I. Irrigated Athletic Fields (baseball, football and soccer fields)
 - a. Location of areas to be treated:
 - (1) 3001 18 Mile Road – Joseph J. Delia Park - four (4) softball outfields and five (5) soccer/football fields north of the drain

- (2) 13000 15 Mile Road – Baumgartner Park - two (2) softball outfields and two (2) soccer fields
- (3) 12112 Clinton River Road – Farmstead Park - one (1) soccer field only.
- (4) 2775 15 Mile – James C. Nelson Park – one (1) soccer field only.

II. Service Schedule:

- a. Turf under this classification shall be serviced three (3) times a year at an agreeable interval between the Contractor and the City. Treatments for 2016 & 2017 will begin in April and end in November.

III. First application of Fertilizer, Weed Control, and Problem Grass Pre-Emergent Control

- a. Fertilizer Analysis (50% or more in a slow release or controlled release form)
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
- b. Weed Control 2, 4D based material of "approved equivalent" at 2 quarts per acre
- c. Problem Grass Pre-emergent Control
 - (1) Not less than 1.5 lb active ingredient/acre

IV. Second Application of Fertilizer and Weed Control

- a. Fertilizer Analysis (50% or more in a slow release or controlled release form)
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
- b. 2, 4D based material or "approved equivalent" at 2 quarts per acre.

V. Third Application Fertilizer and Weed Control

- a. Fertilizer (50% or more in a slow release or controlled release form)
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
- b. Weed Control
 - (1) 2, 4D based material or "approved equivalent" as needed for consistent control.

PROPOSAL C – MUNICIPAL PARKS:

- I. Mixed grass types, which are not irrigated.
 - a. Locations of areas to be treated:
 - (1) 40400 Utica Road – Dodge Park (front only, park driveway N/West to property line from road to parking lot)
 - (2) 13000 15 Mile Road – Baumgartner Park (from 15 Mile Road to ball field fence line, West from East property line to park entrance drive)
 - (3) 2775 15 Mile Road – Nelson Park (from 15 Mile Road North 100' to a line from East to West property lines)
 - (4) 3001 18 Mile Road – Delia Park (from 18 Mile Road North to ball field fence line running East to Easterly property line and West to Westerly property line)
- II. Service Schedule:
 - a. Turf under this classification shall be serviced two (2) times a year at an agreeable interval between the Contractor and the City. The first treatment in 2016 will start after award (see schedule below for correct treatment). Treatments for 2016 & 2017 will begin in April and end in November.
- III. First Application of Fertilizer, Weed Control, and Problem Grass Pre-Emergent Control
 - a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
 - b. Weed Control 2, 4D or "approved equivalent" at rate of 2 quarts per acre
 - c. Problem Grass Pre-emergent Control
 - (1) Not less than 1.5 lb of active ingredient/acre
- IV. Second Application of Fertilizer and Weed Control
 - a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
 - b. Weed Control 2, 4D or "approved equivalent" at rate of 2 quarts per acre

PROPOSAL D – MEDIANS – COUNTY/CITY MAJORS:

- I. Mixed grass types, which are not irrigated.
 - a. Locations of areas to be treated:
 - (1) Metropolitan Parkway Median from Dequindre Road to the Red Run Drain.

- (2) Schoenherr Road Median from Metropolitan Parkway to Hall Road (M-59)
- (3) Mound Road Median from 14 Mile to Hall Road (M-59)
- (4) 19 Mile Road Median from Ryan to Mound

II. Service Schedule:

- a. Turf under this classification shall be serviced two (2) times a year at an agreeable interval between the contractor and the City. The first treatment in 2016 will start after award, see schedule below for correct treatment. Treatments for 2016 & 2017 will begin in April and end in November.

III. First Application of Fertilizer, Weed Control, and Problem Grass Pre-Emergent Control

- a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
- b. Weed Control 2, 4D based material or "approved equivalent" at 2 quarts per acre
- c. Problem Grass Pre-emergent Control
 - (1) Not less than 1.5 lb of active ingredient/acre

IV. Second Application of Fertilizer and Weed Control

- a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
- b. Weed Control
 - (1) 2, 4D based material or "approved equivalent" at 2 quarts per acre.

PROPOSAL E – MEDIANS – VAN DYKE:

I. Mixed grass types, which are not irrigated.

- a. Location of areas to be treated:
 - (1) Van Dyke Median from 18 Mile Road south to 34642 Van Dyke

II. Service Schedule

- a. Turf under this classification shall be serviced two (2) times a year at an agreeable interval between the contractor and the City. The first treatment in 2016 will start after award, see schedule below for correct treatment. Treatments for 2016 & 2017 will begin in April and end in November.

- III. First Application of Fertilizer, Weed Control, and Pre-Emergent Control
 - a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
 - b. Weed Control 2, 4D based material or "approved equivalent" at 2 quarts per acre
 - c. Problem Grass Pre-emergent Control
 - (1) Not less than 1.5 lb of active ingredient/acre
- IV. Second Application of Fertilizer and Weed Control
 - a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
 - b. Weed Control
 - (1) 2, 4D based material or "approved equivalent" at 2 quarts per acre.

PROPOSAL F – MEDIANS – HALL ROAD:

- I. Mixed grass types, which are not irrigated.
 - a. Location of areas to be treated:
 - (1) Hall Road (M-59) Boulevard Median from Van Dyke to Hayes Rd.
 - (2) Hall Road (M-59) Boulevard Median from Hayes Rd. to just east of I-94)
- II. Service Schedule
 - a. Turf under this classification shall be serviced two (2) times a year at an agreeable interval between the contractor and the City. The first treatment in 2016 will start after award, see schedule below for correct treatment. Treatments for 2016 & 2017 will begin in April and end in November.
- III. First Application of Fertilizer, Weed Control, and Pre-Emergent Control
 - a. Fertilizer Analysis
 - (1) N = 1.0 lb of actual nitrogen per 1,000 square feet
 - (2) P = None
 - (3) K = ½ lb per 1,000 square feet
 - b. Weed Control 2, 4D based material or "approved equivalent" at 2 quarts per acre
 - c. Problem Grass Pre-emergent Control
 - (1) Not less than 1.5 lb of active ingredient/acre

IV. Second Application of Fertilizer and Weed Control

a. Fertilizer

- (3) N = 1 lb of N per M
- (4) P = None
- (5) K = ¼ lb K per M

b. Weed Control

- (2) 2, 4D based material or "approved equivalent" at 2 quarts per acre.

PROPOSAL G – VARIOUS GUARD RAILS:

The City of Sterling Heights is seeking a price per linear foot for the spraying of weed killer around the approximately 22,000 feet of guardrails along City roads. We are requesting Hyvar with Round-up or Gramoxone or approved equal be utilized to one foot on both sides of the guardrails. **See list of locations.**

**CITY ROAD GUARDRAIL LIST
(Proposal G)**

ROAD	DESCRIPTION
Dobry Drive	West of Ryan - North Side
Dobry Drive	East of Dequindre - South side
19 Mile Road	Between Dequindre & Ryan - North side
18 Mile Road	Between RR tracks & Mound Bridge - Both sides
17 Mile Road	Conrail Overpass - South side
17 Mile Road	Between Van Dyke & Conrail - Access Dr. to Chrysler lot
16 Mile Road	Conrail Overpass – Both sides
15 Mile Road	South side at Viceroy - Handrails at Ditch line
14 Mile Road	Between Conrail and Van Dyke Bridge – North side
Mound Road	North of 18 Mile Rd. - Bridges on East and West sides
Mound Road	North of Southlawn Dr.
Riverland Dr.	Bridges – Both sides
Clinton River Road	East of Riverland Dr.
Clinton River Road	M-53 Overpass - Both sides
Clinton River Road	Edison Court
19 Mile Road	M-53 Overpass - Both sides
Canal Road	M-53 Overpass - Both sides
Utica Road	Under M-53 Overpass - Both sides
Utica Road	North of 17 Mile Rd. - East side
Utica Road	West of Schoenherr - North side
17 Mile Road	Between Schoenherr and Utica - Both sides
17 Mile Road	Between Plumbrook and Fanning Dr.
17 Mile Road	Between Fanning Dr. and Van Dyke
Van Dyke	Over the Plumbrook Drain Bridge - Both sides
Schoenherr Road	Over Red Run Drain South of 15 Mile Road - Both sides
Schoenherr Road	Over the Clinton River – Both sides
Schoenherr Road	Between Utica Road and 17 Mile Road – Both sides

Schoenherr Road	Over Plumbrook Drain, South of Plumbrook Rd. – Both sides
15 Mile Road	Between Schoenherr and Cathedral, Bridge – Both sides
Maple Lane Road	Red Run Bridge – East side only
Dodge Park Road	At 16-1/2 Mile Rd. Bridge – Both sides
Hayes Road	Over the Clinton River – West side only

PROPOSAL H – RETENTION PONDS:

The City of Sterling Heights is also seeking a price per square foot for an aquatic control-to-control growth, such as cattails or bull-rush that grows up in the bottom of 12 of the City's 29 retention ponds. We are requesting that these wet areas be sprayed with Rodeo or an approved equal. Contractor shall obtain proper permit and pay any fees required to the DEQ for aquatic control in retention ponds.

PROPOSAL I – ATHLETIC FIELDS:

The City of Sterling Heights is seeking a price to spray the five (5) soccer/football fields and the four (4) baseball fields at Delia Park and also the (two) 2 softball fields at L.W. Baumgartner Park with ***Flight Control Plus*** to control geese on the athletic fields. ***Flight Control Plus*** will be applied at a rate of 1 gallon/acre. An approved spreader/sticker will be added to the mixture at the appropriate rate to ensure enhanced coverage. The application minimum would be one (1) in the spring with the potential of two (2) additional applications throughout the growing season.

VII. BID FORM

The undersigned hereby declares that he has carefully examined the instructions and specifications and will furnish **TURF FERTILIZATION AND WEED CONTROL** for the price set forth in this bid. 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, and that all bid prices are firm and binding until **November 30, 2017**. Bid must meet all terms and conditions as outlined in attached specifications.

The undersigned 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.

	<u>2016</u>	<u>2017</u>	<u>TOTAL</u>
BID TOTAL:	_____	_____	_____

Grand Total of A, B, C, D, E, F, G, H, and I includes all equipment, material, and labor control spraying as stated in the bidders' general conditions and specifications.

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.

VII. BID FORM (CONT'D)

Municipal Facilities and Athletic Field - Irrigated
Acceptable threshold of turf weeds 95% weed free

<u>PROPOSAL A: MUNICIPAL SITES</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Civic Center Complex, Public Works, Senior Citizen Center, Nature Center, Fire Stations 1-5, Welcoming Sign at 14 Mile Road and Van Dyke, Utica/Van Dyke Park and Velocity Center	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
	3	\$ _____	\$ _____
Subtotal Proposal A:		\$ _____	\$ _____

<u>PROPOSAL B: Athletic Fields (baseball, football, and soccer fields)</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Joseph J Delia Park, Baumgartner Park, Farmstead Park and James C. Nelson Park	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
	3	\$ _____	\$ _____
Subtotal Proposal B:		\$ _____	\$ _____

Park Areas – Non-Irrigated
Acceptable threshold of turf weeds 90% weed free

<u>PROPOSAL C MUNICIPAL PARKS</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Dodge Park, Baumgartner Park, Nelson Park, and Delia Park	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
Subtotal Proposal C:		\$ _____	\$ _____

VII. BID FORM (CONT'D)

Road Medians – Non-Irrigated
Acceptable threshold of turf weeds 90% weed free

<u>PROPOSAL D: MEDIANS – COUNTY/CITY MAJORS</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Metropolitan Parkway, Schoenherr, and Mound Road, 19 Mile Road Medians	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
Subtotal Proposal D:		\$ _____	\$ _____

<u>PROPOSAL E: MEDIANS – VAN DYKE</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Van Dyke Median	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
Subtotal Proposal E:		\$ _____	\$ _____

<u>PROPOSAL F: MEDIANS – HALL ROAD</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Hall Road (M-59) Boulevard Median from Van Dyke to Hayes Road and	1	\$ _____	\$ _____
Hall Road (M-59) Boulevard Median from Hayes Road to just east of I-94	2	\$ _____	\$ _____
Subtotal Proposal F:		\$ _____	\$ _____

<u>PROPOSAL G: VARIOUS GUARD RAILS</u>	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
Indicate proposed week killer below:	22,500 LF/APP	\$ _____	\$ _____
Subtotal Proposal G:		\$ _____	\$ _____

VII. BID FORM (CONT'D)

PROPOSAL H: RETENTION PONDS

	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
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Aquatic control in the bottom of 12 of the City's 29 retention ponds.

	215,100 SFT/APP	\$ _____	\$ _____
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Indicate proposed growth retardant below:

Subtotal Proposal H:		\$ _____	\$ _____
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PROPOSAL I: ATHLETIC FIELDS

	<u>Application</u>	<u>2016 Cost</u>	<u>2017 Cost</u>
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Fight Control Plus (Estimated 11 Locations)

	1	\$ _____	\$ _____
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Optional	2	\$ _____	\$ _____
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Optional	3	\$ _____	\$ _____
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Subtotal Proposal I:		\$ _____	\$ _____
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GRAND TOTAL A, B, C, D, E, F, G, H AND I (bring Grand Totals forward to page 20)		\$ _____	\$ _____
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This form **must** be completed and returned with your bid.



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

DELIVERED FEB 25 2016

City Clerk's Use
Item No: 3-0
Meeting 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve excavation, removal, and replacement of underground City infrastructure by a pre-qualified contractor (Total estimated expenditure of \$27,470).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

- Historically, the Department of Public Works (DPW) has utilized the services of private underground contractors to perform water main, storm, and sanitary sewer repairs on an as-needed basis. Often times these large infrastructure repairs exceed the equipment and manpower resources available to the DPW. Although a repair to the City underground infrastructure is an infrequent occurrence, there can be a need to expedite the work in order to assure continuation of utility service.
- On June 16, 2015, City Council pre-qualified four (4) underground contractors to perform excavation and repair work on municipal infrastructure. This prequalification process is used extensively by Michigan Department of Transportation and serves the purpose of providing competitive quotes for work while reducing the time to have a competent contractor available to initiate the needed excavation and repair.
- The four prequalified contractors were recently contacted and asked to provide a quote for the underground infrastructure repair of a failing culvert pipe servicing the Pinebrook detention pond situated along the north side of 17 Mile Road, between Ryan Road and Dequindre Road. A 25 lineal foot section of the 66" diameter culvert pipe has failed and needs immediate replacement. This culvert pipe carries storm water run-off from the southern half of Section 18 and northern half of Section 19 into the detention pond where it is held prior to discharge into the downstream storm water system. A substantial residential area is serviced by the detention pond.
- Two of the four pre-qualified contractors were able to provide quotes. The two quotes were thoroughly reviewed by the DPW personnel. Recommendation is being made to approve excavation, removal, and replacement of the failing culvert pipe by F.D.M. Contracting, Inc., the low bidder at a cost of \$27,470.

- F.D.M. Contracting is qualified to complete the needed work and has successfully demonstrated its skill on other underground infrastructure projects for the City.
- Please see the attached memorandum from the Department of Public Works for additional information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve excavation, removal, and replacement of the 66" culvert pipe servicing the Pinebrook detention pond by F.D.M. Contracting, Inc., 49156 Van Dyke, Shelby Township, MI 48317, in the amount of \$27,470 and authorize a budget amendment of \$27,470 from General Fund reserves to the Capital Project Fund.

CITY OF STERLING HEIGHTS

STAFF REPORT

March 1, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The Department of Public Works (DPW) has identified an underground infrastructure repair and replacement that needs to be expeditiously completed. A 25 lineal foot section of 66" corrugated metal culvert pipe has failed and is compromising the flow of storm water discharge into the Pinebrook detention pond that services a substantial residential area. The culvert pipe has collapsed allowing infiltration of soils and other debris which may eventually block the flow of storm water. If this happens, the storm water system will be fully charged and basement sump pumps will fail causing basement back-ups.

The anticipated expenditure of \$27,470 for the storm drain repair will be charged to 43700700 (Capital Project Fund) 988000 (Construction). A formal budget amendment is required.

STAFF ANALYSIS AND FINDINGS:

The Department of Public Works (DPW) does not have the in-house resources to safely effectuate repairs to underground infrastructure. When a water main, storm or sanitary sewer fails, there often is insufficient time to prepare bid specifications, issue the invitation to bid, review bids received, and prepare for City Council award of bid. Rather, the DPW is often forced to accept quotes from a limited pool of available underground contractors for an emergency repair.

For several years, the Michigan Department of Transportation (MDOT) has utilized a strategy where contractors are identified and prequalified to perform work based on their ability to successfully complete the project. The product of this MDOT process is a pool of pre-qualified contractors who are able and willing to perform the needed work because they are a "preferred" vendor. The DPW proposed adoption of this strategy in order to shorten the time frame between identification of a broken pipe and completion of the repair. Additionally, the prequalification process maintains the benefits of competitive pricing.

On June 16, 2015, City Council accepted the qualifications from four (4) contractors capable of performing underground repair work on municipal infrastructure. These four contractors were recently contacted by the DPW and asked to provide quotes for the repair work needed. Quotes were received from two of the four contractors who had available resources to effectuate the repairs on a timely basis. Those quotes have been reviewed by the DPW (see attached tabulation).

Recommendation is being made to authorize F.D.M. Contracting, Inc. of Shelby Township to excavate and replace the 66" culvert that carries storm water flows to the Pinebrook detention pond. F.D.M. Contracting has been prequalified by the City (and the State of Michigan) and has previously completed work to the satisfaction of the City.

STAFF RECOMMENDATION:

Please see the Suggested Action on the accompanying Agenda Statement.

Notification list:

F. D. M. Contracting, Inc.
49156 Van Dyke
Shelby Township, MI 48317
Don Meran, Vice President
don@fdmcontracting.net



CITY OF
**Sterling
Heights**

Interoffice Memorandum

Date: February 9, 2015

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Recommendation – Pinebrook Retention Pond Repair

A retention pond is designed to mitigate excess storm water during high storm water events and prevent the storm system from becoming over charged and flow into residential homes. The Pinebrook Retention Pond is located in Section 18 at 3150 17 Mile Road and serves over 130 residential homes. The 66 inch wide discharge pipe in this pond has collapsed and requires immediate replacement.

At the June 16, 2015 City Council meeting four underground utility repair contractors were officially prequalified in an effort to develop a faster response to repairing any underground utility failure.

These four vendors have been contacted and asked to submit quotes for the repair of the 66" storm discharge pipe at the Pinebrook Retention Pond. Two vendors submitted quotes for this repair.

The Department of Public Works does not own the proper equipment to excavate and make the necessary repairs of any of these types of failures. After reviewing the quotes from the two prequalified vendors, the Department of Public Works recommends awarding the repair to:

F.D.M. Contracting, Inc.
49156 Van Dyke
Shelby Township, MI 48317

F.D.M. Contracting has completed projects like this to the satisfaction of the DPW in the past.

Funds for this repair in the amount of \$27,470 will be charged to the Capital Projects Fund.

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

**CITY OF STERLING HEIGHTS
 QUOTE TABULATION - JANUARY 25, 2016
 STORM DRAIN REPAIR**

	FDM Contracting	V.I.L. Construction	Pamar Enterprises	Superior Excavating
66" Corrugated Metal Pipe - in the retention basin on the north side of 17 Mile Road between Sturbridge Drive and Faith Drive in Section 18.	\$27,470.00	\$47,500.00	N/Q	N/Q

N/Q - No quote submitted



F.D.M. CONTRACTING INC. 49156 Van Dyke | Shelby Twp., MI 48317

Office (586) 739-8400 | Fax (586) 739-8402

January 25, 2016
City of Sterling Heights
Sewer Department
ATTN: Ken Swartz

Proposal For: Proposal for: Detention Pond, North
Side of 17Mile, Between Ryan & Dequindre Roads

We propose to mobilize on site, excavate existing deteriorated 66" C.M.P. and replace 25 F.T. and re-connect with CMP Bands. Complete repair work, bring in fill dirt to fill sink hole, clean-up and de-mobilize.

- Mobilize
- Replace 25 L.F. of 66" C.M.P
- 15 C.Y. Fill Dirt
- Clean-up
- De-Mobilize

TOTAL.....\$27,470.00

**If more than 25 L.F. is required for replacement on the 66" C.M.P., please add \$350.00 per L.F.*

Quote Excludes:

Bonds, permits, inspection fees, dewatering, staking or layout, Undercuts, contaminated dirt work, soil erosion, prevailing wages, testing, or anything else not indicated in this quote.

Thank you for the opportunity to provide this quote.

Respectfully,

Don Meram

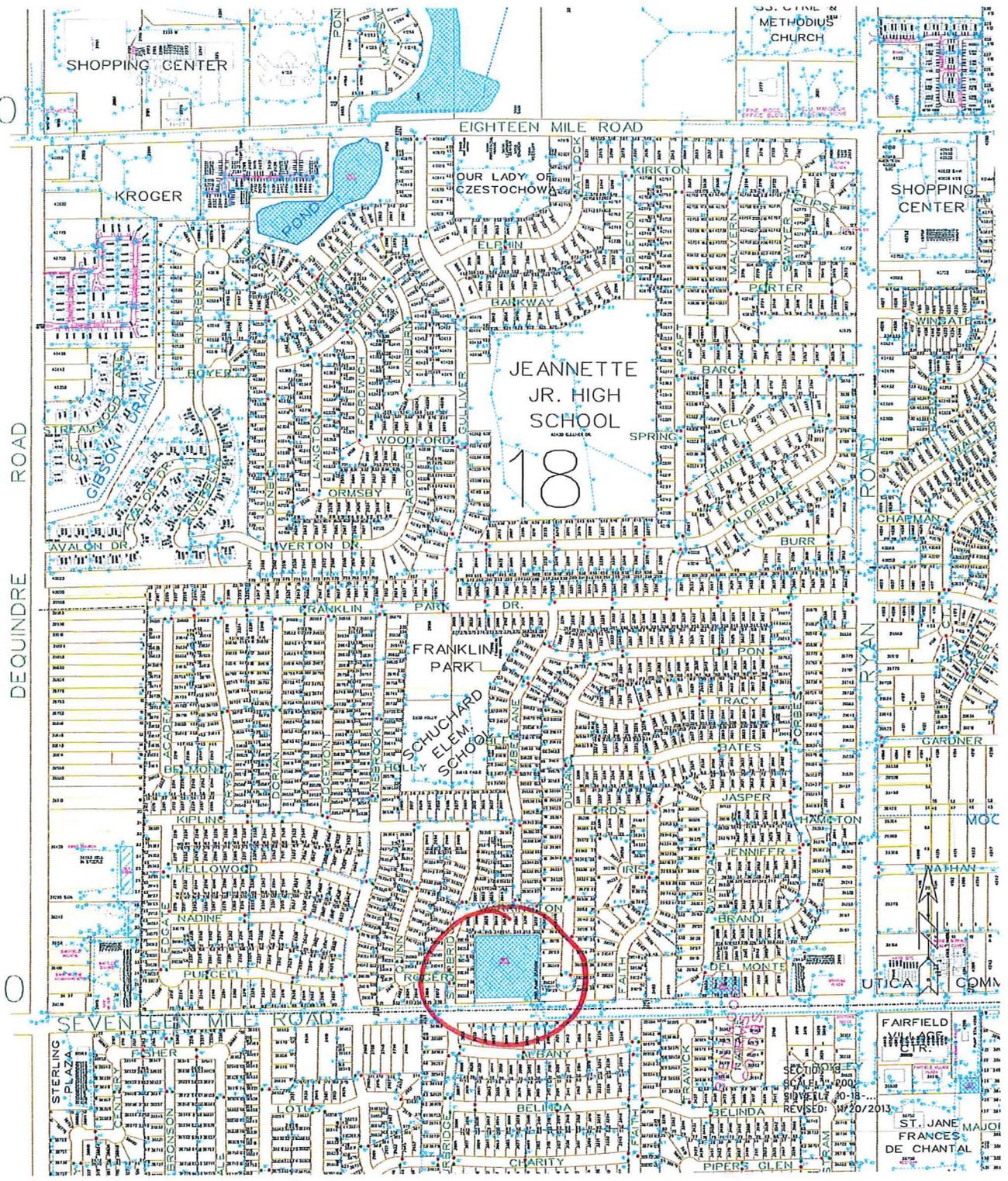
DM/laj

41000

58

OF TROY

39000



DEQUINDRE ROAD

SEVENTEEN MILE ROAD

EIGHTEEN MILE ROAD

JEANNETTE JR. HIGH SCHOOL
18

SCHUCHARD ELEM. SCHOOL

SHOPPING CENTER

KROGER

METHODIUS CHURCH

SHOPPING CENTER

FAIRFIELD VILLAGE

ST. JANE MAUOI FRANCES DE CHANTAL

SECTION 16 SCALE 1"=400' REVISED: 11/20/2013













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

City Clerk's Use
Item No: **3-E**
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To award a bid for the hauling and disposal of street sweepings for a two-year period (Estimated two-year expenditure of \$34,900).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

- On February 2, 2016, bids were received from two vendors for the hauling and disposal of street sweepings. Dale's Disposal, Inc. provided the lowest overall bid of \$17.35 per ton for the first year and \$17.55 per ton for the second year of the bid.
- Street sweeping material consists of sand, soil, road gravel, leaves, and various types of debris collected by street sweeping machinery during routine cleaning and sweeping of City streets and roads. These materials are transported and deposited at the Department of Public Works' yard. The material to be disposed of also includes material cleaned from storm sewer catch basins within the City. These solid waste materials can only be disposed of at a licensed solid waste landfill.
- The City does not possess the type of equipment needed to efficiently dispose of the collected street sweeping material. Based on an estimated 1,000 tons of accumulated street sweeping material to be removed from the Department of Public Works' yard over the next 12 months, the hauling and disposal cost will be \$17,350 (1,000 tons at \$17.35 per ton).
- Please see the attached Staff Report and supporting memorandum for additional information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for the hauling and disposal of street sweepings to Dale's Disposal, Inc., 31475 Utica Road, Fraser, MI 48026, at the unit prices bid for a two-year period.

**CITY OF STERLING HEIGHTS
STAFF REPORT**

March 1, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On February 2, 2016, bids were received for hauling and disposal of street sweepings. This service is utilized on an "as-needed" basis. Street sweepings are collected both by contracted and city-owned street sweepers and deposited at the DPW yard located at 7200 18 Mile Road. Invitations to Bid were advertised on SHTV and the MITN website, and published in the Sentry newspaper.

Two vendors responded to the Invitation to Bid. Based on estimated annual quantities of 1,000 tons of material to be hauled and disposed of, one-year pricing ranged from \$17,350 to \$22,440, per the attached bid tabulation. Bid pricing was also requested and received for an optional second-year, which ranged from \$17,550 to \$22,440.

The DPW estimates expenditures of approximately \$34,900 over the next 24 months for the hauling and disposal of the accumulated street sweepings. Funds are currently budgeted in 11753535 (Refuse Collection), 822000 (Rubbish Removal).

STAFF ANALYSIS AND FINDINGS:

Low bidder Dale's Disposal, Inc. currently performs hauling and disposal services for Sterling Heights as well as other governmental entities, including the cities of Fraser, Troy and Warren. Dale's Disposal is located in the city of Fraser and will be utilizing 50-yard gravel trains to perform the needed hauling and disposal services required under this bid. Dale's Disposal will dispose of the material at the Riverview Land Preserve, a Michigan licensed municipal solid waste landfill facility owned and operated by the city of Riverview.

Environmental regulations do not allow the City to store large quantities of street sweeping and catch basin material on-site without adequate protection from wind and water run-off. Since there are no approved re-uses of this material within City operations, landfill disposal is the only available option.

The bid documents requested pricing for one (1) year, with the option of the bidder providing pricing for a second year. Dale's Disposal was the lowest overall bidder and offered pricing for both the first year and the optional second year.

As the successful low bidder, Dale's Disposal has provided an updated hold harmless/indemnification of the City and liability insurance, with the City named as an additional insured. Additionally, the \$2,500 cash performance bond deposited with the City back in 2014 will remain with the City for the two-year bid period.

STAFF RECOMMENDATION:

Please see Suggested Action on the accompanying Agenda Statement.

**CITY OF STERLING HEIGHTS
 BID TABULATION - FEBRUARY 2, 2016
 ITB-SH16-009: HAULING AND DISPOSAL OF STREET SWEEPINGS**

YEAR ONE

	<u>Est. Tonnage</u>	<u>Dale's Disposal</u>		<u>Metro Sanitation</u>	
		Price / Ton	Extended Total	Price / Ton	Extended Total
Total -Year 1	1,000	\$17.35	\$17,350.00	\$22.44	\$22,440.00

YEAR TWO (OPTIONAL)

	<u>Est. Tonnage</u>	<u>Dale's Disposal</u>		<u>Metro Sanitation</u>	
		Price / Ton	Extended Total	Price / Ton	Extended Total
Total -Year 2	1,000	\$17.55	\$17,550.00	\$22.44	\$22,440.00
Years 1 & 2 Grand Total			\$34,900.00		\$44,880.00
Leave Dumpster or Trailer On Site		Yes		Yes	
Hauling Equipment Capacity		50 Yard		20 Yard w/Roll Off equipment	

Notification list:

Dale's Disposal

31475 Utica Road

Fraser, MI 48026

Eric Moase, President

eric@dalesdisposal.com

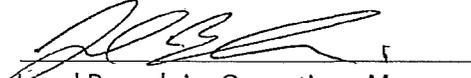


CITY OF
Sterling Heights
DPW

Interoffice Memorandum

Date: February 4, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Recommendation for the Hauling and Disposal of Street Sweepings

The Department of Public Works has reviewed the bids received on February 2, 2016 for the hauling and disposal of street sweepings. Street sweepers accumulate this debris during the sweeping and vacuuming of streets, which is dumped at the 18 Mile Road DPW yard for hauling and disposal. We recommend that the two-year contract be awarded to:

Dale's Disposal
31475 Utica Road
Fraser, MI 48026
Attn: Eric Moase

Dale's Disposal is the lowest bidder and is located in Fraser, just outside the city boundary. Dale's is the incumbent from the last contract and staff is very satisfied with their timely response to requests and quality of work.

Dale's per ton prices of \$17.35 (year one) and \$17.55 (year two) reflect a reduced cost increase through the duration of this contract than the previous two-year contract. Based on the hauling and disposal of an estimated 1,000 tons, we expect to spend approximately \$17,350 within the first year and \$17,550 in year two. Funds for this expenditure are budgeted in the Refuse Collection, Rubbish Removal account #11753535-822000.

C: Michael Moore Public Works Director
Ken Swartz, Streets Division Supervisor
Marty Sowa, General Supervisor

**CITY OF STERLING HEIGHTS
 BID TABULATION - FEBRUARY 2, 2016
 ITB-SH16-009: HAULING AND DISPOSAL OF STREET SWEEPINGS**

YEAR ONE

	<u>Est. Tonnage</u>	<u>Dale's Disposal</u>		<u>Metro Sanitation</u>	
		<u>Price / Ton</u>	<u>Extended Total</u>	<u>Price / Ton</u>	<u>Extended Total</u>
Total -Year 1	1,000	\$17.35	\$17,350.00	\$22.44	\$22,440.00

YEAR TWO (OPTIONAL)

	<u>Est. Tonnage</u>	<u>Dale's Disposal</u>		<u>Metro Sanitation</u>	
		<u>Price / Ton</u>	<u>Extended Total</u>	<u>Price / Ton</u>	<u>Extended Total</u>
Total -Year 2	1,000	\$17.55	\$17,550.00	\$22.44	\$22,440.00

Years 1 & 2 Grand Total			\$34,900.00		\$44,880.00
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Leave Dumpster or Trailer On Site		Yes	Yes
Hauling Equipment Capacity		50 Yard	20 Yard w/Roll Off equipment



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

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

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 Manager Mark D. Vanderpool

INVITATION TO BID

ITB-SH16-009

The City of Sterling Heights, Michigan is accepting sealed bids for **HAULING AND DISPOSAL OF STREET SWEEPINGS** until **TUESDAY, FEBRUARY 2, 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
Purchasing Manager

Office of Purchasing
586-446-2740

VI. SPECIFICATIONS

The City of Sterling Heights is accepting sealed bids for the hauling and disposal of street sweepings and catch basin material on an "as needed" basis. The work includes furnishing all labor and equipment required for the hauling and disposal of debris from the City's DPW building located at 7200 18 Mile Road, and the City's Parks and Grounds building located at 12130 Clinton River Road, Sterling Heights, MI.

It is anticipated that debris may include, but not be limited to, the following:

<u>Estimated Tonnage</u>	<u>Description</u>
1,000	Type II landfill deliveries primarily consisting of street sweepings and catch basin material.

Throughout the contract, there will be accumulations of street sweepings that will need to be hauled away, within a 48-hour telephone notice to the contractor.

All quantities are *estimated* and may vary substantially during the course of the award. While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids to assist in the determination of the lowest responsible bidder. The City of Sterling Heights will not be penalized for removing more or less than the quantities stated. **Alternate bids based on a cost per yard, rather than a cost per ton, will not be accepted.**

Note: The unit price bid per ton shall include costs related to any required testing of the sweepings/material by the landfill selected by the bidder. The City will not reimburse directly for these costs that are to be included in the unit price bid per ton. A sample of a test report from Brighton Analytical L.L.C. is attached.

Prices will remain firm for a term of one (1) year, with an option to renew for one (1) additional year at unit prices bid at the sole discretion of the City. Unit price shall be per ton and must include mileage, fuel surcharges, disposal fees, landfill material testing requirement costs and any other applicable fees. The Contractor shall not break out any costs separately on his bid.

The preferred method would be for the contractor to deliver and leave an empty trailer/dumpster on site allowing DPW personnel to load the material as it accumulates and staff time avails itself. When filled, the City will call the contractor to remove the trailer/dumpster and replace it with an empty one.

An optional, yet less desirable scenario would be with the use of a gravel train. After sufficient material has accumulated, the City will call the vendor to bring a gravel train to the DPW yard to be filled. DPW personnel will be required to dedicate time to load the material while the vendor waits. Gravel trains shall not be left on-site.

If prices are equal, the bid using the preferred methodology will be favored due to the flexibility provided to the DPW staff when loading the materials the City will provide equipment and manpower to load material into the contractor's vehicle/dumpster/trailer.

The Contractor must be capable of providing service within 48 hours of receiving telephone notice. Loading may occur Monday through Friday, 8:00 a.m. to 3:00 p.m., with the exception of the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Contractors must provide their hours of operation and a 24-hour phone number with which a specific contact person may be reached.

All material disposals shall be to an appropriate disposal site in accordance with current Federal, State and local laws, ordinances and regulations. It is mandatory that all street sweepings are legally disposed of at a Type II State of Michigan licensed landfill. The Contractor will provide the City with original copies of all load tickets from all Type II landfill deliveries. The Contractor must include with his bid the location of the approved disposal site and EPA permit number where Type II landfill deliveries will be made. Once the material is loaded in the Contractor's vehicle / dumpster / trailer, the Contractor shall remain solely responsible for the loaded material and its delivery to and disposal at the appropriate disposal site. Currently, materials are disposed at the Sauk Trail Hills Landfill in Canton, Michigan.

The City's staff shall not be held responsible for any damage to dumpster as a result of normal loading activities. While the City's staff will load the Contractor's vehicle / dumpster / trailer, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.

The Contractor shall not subject, assign, or transfer the Contract or any portion of any payment due him thereunder, without the written consent of the City.

Contractor must submit numbered invoices on a monthly basis specifying:

1. Dates of Service
2. Work Performed
3. Location of disposal
4. Weight Receipt from Landfill
5. Total Dollar Amount due

Invoices will refer back to each weight receipt provided by the Contractor. At the time of billing, the hauler will provide all Type II landfill receipts as part of the billing package. The City shall remit payment to the Contractor for services rendered, normally within thirty (30) days after receipt of itemized billing and verification of work completed, for the previous month's work.

Contractor's dumpster must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete. The City reserves the right to visit the contractor's site to inspect this equipment.

The Contractor must be able to immediately begin hauling the material upon award of the bid. While there is no requirement that the contractor supply equipment with a minimum size hauling capacity, City time, expense, and frequency to load the contractor's hauling equipment will be taken into consideration in the award

recommendation.

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards. Contractor shall be responsible for operating all equipment in a safe and prudent manner to prevent any injury or damages to persons or property.

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 **HAULING AND DISPOSAL OF STREET SWEEPINGS** services specified for the price set forth in this bid. Bids not conforming to these specifications will be rejected and it will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices bid will remain firm for **one (1) year, with an option to renew for one (1) additional year at the sole discretion of the City.** 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 the intent of the City to purchase the services and/or products in the quantity and frequency as listed in this bid, however, the City reserves the right to reduce or eliminate this purchase without prior notice.

\$ _____	\$ _____	\$ _____
Year One	Year Two (Optional)	Bid Grand Total

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 _____

VII. BID FORM (CONT'D)

YEAR ONE

<u>Description</u>	<u>Est. Tonnage</u>	<u>Price/Ton</u>	<u>Extended Total</u>
Street Sweepings Type II	1,000	\$ _____	\$ _____

Year One Grand Total: \$ _____
(Please carry Total forward to page 17)

YEAR TWO (OPTIONAL)

<u>Description</u>	<u>Est. Tonnage</u>	<u>Price/Ton</u>	<u>Extended Total</u>
Street Sweepings Type II	1,000	\$ _____	\$ _____

Year Two (Optional) Grand Total: \$ _____
(Please carry Total forward to page 17)

Grand Total for Years One and Two: \$ _____
(Please carry Total forward to page 17)

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



AGENDA STATEMENT

OMB AS03 Rev. 8/99

Item Title: To award a bid for transit mix at unit prices bid for a one-year period (Estimated expenditure of \$70,835)

Submitted By: Office of Purchasing

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

Administration (initial as applicable)

Attachment

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

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

Executive Summary:

- On February 2, 2016, two bids were received for the purchase and delivery of transit mix (ready-mix concrete) typically used by the Department of Public Works (DPW) in the repair of municipal streets, drive approaches, and sidewalks disturbed by storm sewer, sanitary sewer, and manhole repairs.
- Following an evaluation of the bids by the DPW and Office of Purchasing, recommendation is being made to award the bid to Paragon Ready Mix, Inc, the overall low bidder meeting City bid specifications. Paragon Ready Mix, Inc.'s bid of \$95.00 per cubic yard for a six (6) bag mix and \$100.00 per cubic yard for a seven (7) bag mix, with a short-order (less than six yards of transit mix) delivery charge of \$65.00 and no delivery charge for orders of six yards or more, produces the lowest cumulative cost to the City. The bid tabulation is attached for review.
- Paragon Ready Mix, Inc. has previously provided transit mix to the City and its past performance has been excellent. Paragon Ready Mix, Inc. operates a concrete mixing plant within the city of Utica and is capable of supplying the transit mix as needed on a timely basis.
- The DPW estimates that the annual cost incurred by the City for the purchase and delivery of transit mix will total \$70,835.
- Please refer to the attached Staff Report for further information.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for transit mix to Paragon Ready Mix, Inc, 48000 Hixson, Utica MI 48317, based on unit prices bid for a one-year period.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 1, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

Bids were received on February 2, 2016 for the purchase and delivery of transit mix (ready-mix concrete) typically used by the Department of Public Works (DPW) Sewer Division in connection with sanitary and storm sewer repairs. 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 tabulation sheet. The anticipated expenditure for this product is \$70,835. Funds are allocated for the purchase in 59958558 (Water & Sewer Fund Sewage Collection) 841000 (Distribution Line Repair).

STAFF ANALYSIS AND FINDINGS:

Staff from the Department of Public Works and Office of Purchasing reviewed the bids. Recommendation is being made to award the bid to Paragon Ready Mix, Inc.

Paragon Ready Mix, Inc's bid includes the following pricing:

- (a) \$95.00 per cubic yard for a six (6) bag mix
- (b) \$100.00 per cubic yard for a seven (7) bag mix
- (c) Short-Order (delivery of less than 6 yards) delivery charge of \$65
- (d) No delivery charge for orders of 6 yards or more.

The DPW primarily orders six-bag mix for its field work. On occasion, a seven (7)-bag mix is purchased for quick curing of new concrete in a high volume road situation or cold weather condition.

Please see the attached memorandum from the DPW recommending a bid award to Paragon Ready Mix, Inc.

STAFF RECOMMENDATION:

Please see the Suggested Action on the accompanying agenda statement.

Notification list:

Paragon Ready Mix, Inc.

48000 Hixson

Utica, MI 48317

Jason Piper, Inside Sales

jpiper@paragonreadymix.com

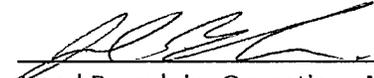


CITY OF Sterling Heights
DPW

Interoffice Memorandum

Date: February 4, 2016

To: James Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Bid Recommendation – Transit Mix

The Department of Public Works has reviewed the bids received for transit mix on January 6, 2015. This contract is for the various work performed on major and local road pavement repairs throughout the City of Sterling Heights. After contacting all references, we recommend that the contract be awarded to the lowest bidder meeting all specifications:

Paragon Ready Mix
48000 Hixson
Utica, MI 48317
Attn: Jason Piper

Paragon Ready Mix operates a local cement batch plant and has provided transit mix to the Department of Public Works. Paragon Ready Mix has provided materials timely, efficiently, and to the satisfaction of the DPW.

This contract will be for one (1) year from date of award and is estimated to cost approximately \$70,835.00. Funds for this are budgeted in the Sewer Collection, Distribution Line Repair account #59958558-841000.

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

**CITY OF STERLING HEIGHTS
 BID TABULATION - FEBRUARY 2, 2016
 ITB-SH16-008: TRANSIT MIX**

		<i>Est. Annual Usage</i>	<i>Unit Price #</i>	<i>Short Load Charge *</i>	<i>Total</i>	<i>Grand Total</i>
PARAGON READY MIX, INC.	Six (6) Bag Mix	600 yards	\$95	\$3,835	\$60,835	\$70,835
	Seven (7) Bag Mix	100 yards	100		10,000	
SUPERIOR MATERIALS, LLC	Six (6) Bag Mix	600 yards	\$101	\$4,425	\$65,025	\$75,725
	Seven (7) Bag Mix	100 yards	107		10,700	

Per Bid Specifications: Unit Price based on minimum of a 6 yard order including all delivery costs. No Fuel Surcharges.

* Short load charge has been calculated based on the actual number of short load orders prior year.

The actual number of orders placed during the prior year was 92 of which 59 were less than six cubic yards (i.e. included the short-load charge).

SHORT LOAD CHARGES

	<i>1 to 1.75 Cubic Yards</i>	<i>2 to 2.75 Cubic Yards</i>	<i>3 to 3.75 Cubic Yards</i>	<i>4 to 4.75 Cubic Yards</i>	<i>5 to 5.75 Cubic Yards</i>
PARAGON READY MIX INC.	\$65	\$65	\$65	\$65	\$65
SUPERIOR MATERIALS, LLC	\$75	\$75	\$75	\$75	\$75



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

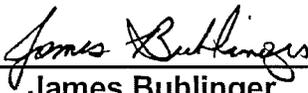
City Council	
Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

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 Manager Mark D. Vanderpool

**INVITATION TO BID
ITB-SH16-008**

The City of Sterling Heights, Michigan is accepting sealed bids for TRANSIT MIX until TUESDAY, FEBRUARY 2, 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
Purchasing Manager

Office of Purchasing
586-446-2740

VI. SPECIFICATIONS

<u>Item</u>	<u>Specification</u>	<u>Estimated Annual Usage</u>	<u>Estimated Average Order</u>
A. Transit Mix* (list all misc. charges)	6 Bag Mix	600 Yards	5 Yards
Transit Mix*	7 Bag Mix	100 Yards	8 Yards

* *The City reserves the right to award to a primary and a secondary vendor in the event the primary vendor is unable to provide the required material in a timely manner as agreed upon.*

VII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **TRANSIT MIX** will be furnished for the price set forth in this bid to the City of Sterling Heights. It is understood and agreed that all bids are **F.O.B. DESTINATION** and shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the official award of the bid.

Bid prices shall be firm for one (1) year beginning from date of actual award by the City of Sterling Heights.

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

<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
600 Yards	Transit Mix – Six (6) Bag	\$_____	\$_____
100 Yards	Transit Mix – Seven (7) Bag	\$_____	\$_____
	Grand Total		\$_____

Unit Price is based on a minimum of a 6-yard order. If there are any minimum or short load charges for deliveries less than 6-yards, please identify the charges below. Please attach a sheet listing all additional and miscellaneous charges for Transit Mix.

SHORT LOAD CHARGES

<u>1 to 1.75</u> <u>Cubic Yards</u>	<u>2 to 2.75</u> <u>Cubic Yards</u>	<u>3 to 3.75</u> <u>Cubic Yards</u>	<u>4 to 4.75</u> <u>Cubic Yards</u>	<u>5 to 5.75</u> <u>Cubic Yards</u>
\$_____	\$_____	\$_____	\$_____	\$_____

- Unit prices bid must include any and all cost of delivery for one year from the date of award.
- No fuel surcharges will be allowed during the contract period.

COMPANY _____

VII. BID FORM (CONT'D)

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.

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To split an award of a bid for self-contained breathing apparatus and air cylinders at unit prices bid for a two-year period (Estimated two-year expenditure of \$65,970).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)



Attachments

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

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

Executive Summary:

- On January 26, 2016, bids were received for the purchase of self-contained breathing apparatus (SCBA) units, as well as Scott 10-, 30- and 60-minute air cylinders. A SCBA unit is an air pack worn on fire fighters' backs that function as part of their personal protective gear. The air pack provides clean air and affords lung protection to the firefighter entering a hazardous atmosphere to conduct fire extinguishment and/or search and rescue within a burning structure. The Sterling Heights Fire Department has utilized Scott SCBA's for several years and is very familiar with the product. This equipment is tracked and systematically replaced according to a Fire Department replacement schedule.
- SCBA Units** - The equipment replacement schedule calls for the replacement of four (4) SCBA units in each year of this two year bid term.
- Air cylinders** - Pursuant to current NFPA and OSHA standards, air cylinders incorporated into the SCBA must be replaced after a 15-year useful life. The fire department maintains an inventory of 280 air cylinders, and projects an estimated fifteen (15) air cylinders will need to be replaced in the first year and thirteen (13) during the second year of this bid award.
- In response to the City's solicitation, two bids were received as presented on the attached bid tabulation. The recommendation is being made to split the award of the bid between West-Shore Fire, Inc. (for SCBA units and 10- and 30-minute air cylinders) and Argus-Hazco (for 60-minute air cylinders). Splitting the bid award allows the City to achieve the lowest unit price for each item to be purchased.

- The City expects to spend approximately \$65,970 over the next two years for SCBA and associated air cylinders.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to split the award of the bid for self-contained breathing apparatus and air cylinders to the following vendors and at the respective unit prices bid for a two-year period:

- (A) To West-Shore Fire, Inc. 6620 Lake Michigan Drive, Allendale, MI 49401-0188, for SCBA Units, Scott 10-minute and 30-minute air cylinders; and,
- (B) To Argus-Hazco, 46400 Continental, Chesterfield, MI 48046; for 60-minute air cylinders.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 1, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On January 26, 2016, bids were received in response to the City's bid solicitation for self-contained breathing apparatus (SCBA) and air cylinders. Invitations to bid were advertised on SHTV, posted to the MITN website and published in the Sentry newspaper. Two (2) vendors responded with bids as outlined on the attached bid tabulation. Based on the equipment replacement schedules for SCBA apparatus and air cylinders, a total of \$65,970 is anticipated to be expended over the two-year bid period.

Funding for these equipment purchases is budgeted annually in 11733339 (Fire Extinguishment) 751000 (Operating Supplies).

STAFF ANALYSIS AND FINDINGS:

Personnel from the Fire Department and Office of Purchasing have reviewed the bids submitted. Recommendation is being made to split the award of the bid between the bidders based upon the lowest unit price bid for each item. The vendors listed for an award currently or in the past have successfully supplied materials to the City and are therefore recommended.

During the first year of this award, the following items will be purchased:

<u>Vendor / Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
West-Shore Fire 10 minute Air Cylinders	0	\$ 455.00	\$ 0.00
West-Shore Fire 30 minute Air Cylinders	12	700.00	8,400.00
Argus-Hazco 60 minute Air Cylinders	3	935.00	2,805.00
West-Shore Fire SCBA Air Pack Units	4	5,420.00	<u>21,680.00</u>
			\$ 32,885.00

During the second year of this award, the following items will be purchased:

<u>Vendor / Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
West-Shore Fire 10 minute Air Cylinders	0	\$ 480.00	\$ 0.00
West-Shore Fire 30 minute Air Cylinders	10	740.00	7,400.00
Argus-Hazco 60 minute Air Cylinders	3	955.00	2,865.00
West-Shore Fire SCBA Air Pack Units	4	5,705.00	<u>22,820.00</u>
			\$ 33,085.00

STAFF RECOMMENDATION:

Please see the Suggested Action on the accompanying Agenda Statement.

Notification list:

Argus-Hazco
46400 Continental Drive
Chesterfield, MI 48047
Chris Handlon, Sales Representative
chandlon@argus-hazco.com

West Shore Fire, Inc.
6620 Lake Michigan Drive
PO Box 188
Allendale, MI 49401-0188
Eric Johnson, Customer Service Representative
ejohnson@westshorefire.com



Interoffice Memorandum

Date: February 16, 2016

To: Jim Buhlinger, Purchasing Manager

From: Robert Duke
Robert Duke, EFO
Assistant Fire Chief

Subject: Scott Air Cylinders and SCBA Units Recommendation

The fire department has reviewed the BID tabulation for Scott air cylinders and SCBA units and recommends splitting the bid and award as follows:

- **West Shore Fire Services, Inc. 6620 Lake Michigan Dr., Allendale, MI 49401**
 - 30-minute cylinder \$700 unit price year one; \$740 unit price year two
 - 10-minute cylinder \$455 unit price year one; \$480 unit price year two
 - SCBA units \$5,420 unit price year one; \$5,705 unit price year two

West Shore Fire Services, Inc. was the lowest bidder for three of the four items bid. Contact was made with three references provided with favorable recommendation for West Shore; therefore, the fire department recommends this partial bid award.

- **Argus-Hazco 46400 Continental Dr., Chesterfield, MI 48047**
 - 60-minute cylinder \$935 unit price year one; \$955 unit price year two

Argus-Hazco has been a dependable vendor for the fire department for several years and has shown commitment to provide excellent and reliable sales and service in the past.

A self-contained breathing apparatus (SCBA) is used when extremely toxic chemicals are present, in an oxygen-deficient atmosphere, or when the contaminant or concentration is not known. SCBA's are also typically used by firefighters in emergency situations. To ensure SCBA and cylinder compliance new units will be purchased to replace aging units that do not meet current Michigan Occupational Safety and Health Administration (MIOSHA) and National Fire Protection Administration (NFPA) standards.

The components to an SCBA unit are air cylinders and air pack. Air packs are replaced based on a long term replacement schedule. The fire department has identified the need to replace approximately four air packs per contact year over the next two years at an estimated cost of \$44,500. Air packs removed from service will be disposed of.

Air cylinders have a life span of 15 years as defined by MIOSHA standards and regulations. The

fire department has a need to replace approximately 22 - 30 minute cylinders over the next two years at a cost of \$15,800; Six - 60 minute cylinders over the next two years in the amount of \$5,670; and Zero - 10 minute cylinders. Cylinders removed from service will be disposed of.

In total, the fire department anticipates to spend approximately \$65,970 on this equipment over the next two years. Funding will come from the fire department operations 751000 account and city capital budget.

**CITY OF STERLING HEIGHTS
 BID TABULATION - JANUARY 26, 2016
 ITB-SH16-006: SCOTT AIR CYLINDERS AND SCBA UNITS**

Argus-Hazco

	<i>Est. Qty.</i>	<u>Year One</u>		<u>Year Two</u>	
		<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
30-Minute Cylinder	20	\$775.00	\$15,500.00	\$790.00	\$15,800.00
60-Minute Cylinder	6	935.00	5,610.00	955.00	5,730.00
10-Minute Cylinder	6	475.00	2,850.00	483.00	2,898.00
SCBA	3	5,730.00	17,190.00	5,795.00	17,385.00
Yearly Totals			<u>\$41,150.00</u>		<u>\$41,813.00</u>
Bid Grand Total					\$82,963.00

West-Shore Fire

	<i>Est. Qty.</i>	<u>Year One</u>		<u>Year Two</u>	
		<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
30-Minute Cylinder	20	\$700.00	\$14,000.00	\$740.00	\$14,800.00
60-Minute Cylinder	6	1,000.00	6,000.00	1,055.00	6,330.00
10-Minute Cylinder	6	455.00	2,730.00	480.00	2,880.00
SCBA	3	5,420.00	16,260.00	5,705.00	17,115.00
Yearly Totals			<u>\$38,990.00</u>		<u>\$41,125.00</u>
Bid Grand Total					\$80,115.00



CITY OF Sterling Heights

InnovatingLiving

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

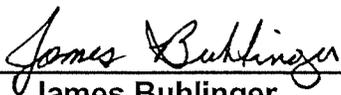
City Council	
Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko

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 Manager Mark D. Vanderpool

INVITATION TO BID
ITB-SH16-006

The City of Sterling Heights, Michigan is accepting sealed bids for SCOTT AIR CYLINDERS AND SCBA UNITS until TUESDAY, JANUARY 26, 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
Purchasing Manager

Office of Purchasing
586-446-2740

IV. SPECIFICATIONS

The City of Sterling Heights is seeking sealed bids for a two (2) year period for Scott 30-minute, Scott 60-minute, Scott 10-minute Air Cylinders and SCBA units to be used by the Fire Department. Specifications are as follows.

The City anticipates purchasing approximately twenty 30-minute air cylinders; six 60-minute air cylinders, six 10-minute Ska-Pak cylinders and three SCBA (Self-Contained Breathing Apparatus) units annually. Each SCBA order shall include the air pack with an integrated pack alert and dual EBSS, 30-minute air cylinder, and face piece. *All quantities are estimated and may vary. No alternates will be accepted for any item.*

None of the City's buildings (except Public Works) have a loading dock for delivery purposes. Drivers making deliveries must have the capability of unloading product to the ground and transfer product to a hand truck/dolly and wheel to the final destination.

If desired by the City, items bid shall be subjected to testing by individuals selected by the City to determine that the equipment submitted for bid conforms to the bid specifications.

The award of this bid may be split among two (2) or more vendors, if necessary, to realize the greatest cost savings.

The following items are being requested per unit price along with a separate line item for additional cylinders:

- Scott Model 804721-01, to include: one (1) Scott 30-Minute 4500-psi, High-pressure air cylinder, to include valve assembly.
- Scott Model 804723-01, to include: one (1) Scott 60-Minute 4500-psi, High pressure air cylinder, to include valve assembly.
- Scott Model 804281-10, to include: one (1) Scott 10-Minute 4500-psi, cylinder for Ska-Pak.
- SCX3214022200202, to include: one (1) Scott Air-Pak 75, 2013 Edition, with Pack alert, Duel EBSS with face piece and 30-minute air cylinder.

V. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and will furnish **SCOTT AIR-PAK MODEL AP75 WITH PACK ALERT AND DUAL EBSS, FACE PIECE, 30-MINUTE AIR CYLINDERS, and 60-MINUTE AIR CYLINDERS** for the prices set forth in this bid. It is understood and agreed that all bids are F.O.B. DESTINATION, that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices bid will remain firm for two (2) years from date of award. 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. 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 this basis. The award of this bid may be split among two (2) or more vendors, if necessary, to realize the greatest cost savings. **NO ALTERNATES ALLOWED.**

<u>Item</u>	<u>Est. Qty</u>	<u>Year One</u>		<u>Year Two</u>	
		<u>Unit</u>	<u>Total</u>	<u>Unit</u>	<u>Total</u>
30-minute cylinder (4500-psi) Scott Model 804721-01	20	_____	_____	_____	_____
60-minute cylinder (4500-psi) Scott Model 804723-01	6	_____	_____	_____	_____
10-minute Ska-Pak cylinder (4500-psi) Scott Model 804281-10	6	_____	_____	_____	_____
SCBA* (Self Contained Breathing Apparatus) Scott SCX3214022200202	3	_____	_____	_____	_____
		Yr 1 Total:	_____	Yr 2 Total:	_____

Total for Years 1 and 2: _____

*To include air pack with integrated pack alert and dual EBSS, 30-minute air cylinder, and face piece.

COMPANY _____

V. BID FORM (CONT'D)

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.



AGENDA STATEMENT

OMB A503 Rev. 11/04

Item Title: To accept a proposal for professional architectural services in connection with parks and recreation capital projects (Estimated expenditure of \$18,250).

Submitted By: Parks and Recreation Department

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

Administration (initial as applicable)

Attachments

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

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

Executive Summary

Introduction – At the January 26, 2016 strategic planning session, the Parks and Recreation Department presented multiple capital improvement projects that if constructed, would allow the City to get a head start on achieving the Visioning 2030 plan. The key placemaking capital projects presented at strategic planning included:

- ✓ A new community center to be constructed as a replacement for the functionally obsolete Parks and Recreation Center in Dodge Park;
- ✓ A spray and splash park for summer enjoyment by the City's youngest residents and their parents;
- ✓ A pavilion to shelter vendors and patrons of the successful farmers market;
- ✓ An ice skating rink for the enjoyment of winter time patrons of Dodge Park;
- ✓ A destination skate park;
- ✓ A unique, turf mini-soccer field for those who enjoy playing the World's game;
- ✓ A dog park for those residents seeking an off-leash experience with man's best friend;
- ✓ Enclosure of the bocce ball courts at the Senior Center for an enhanced (insect-free) environment;
- ✓ Capital improvement projects to the City's five major and twenty-six neighborhood parks; and,
- ✓ Construction of a new hiking/biking trail linking Delia Park to the 110+ acre Nature Preserve in the northwest section of the city.

The positive feedback from City Council and the overwhelming response from residents wanting to see these capital projects moving forward provided the impetus for City Administration to start the due

diligence phase through which costs can be realistically projected and financing options seriously considered.

Architectural Services - The next step is to retain the services of an architectural firm to fully identify the projected cost to implement a project of this scope if the City Council chooses to move forward. George J. Hartman Architects, P.C. (Hartman Architects) has provided architectural services on several successful capital projects, including, most recently, the renovation of the former UAW day care center into the Velocity Collaboration Center.

Hartman Architects worked with the City's current consultant for the new master and parks and recreation plans, Wade Trim to assist in developing the project concepts presented during the 2016 strategic planning session. This experience, together with its demonstrated architectural skills, makes Hartman Architects a logical firm to assist the City in providing the following services:

- ✓ Meet with City staff to develop the project scope;
- ✓ Conduct field investigations for all proposed capital improvement sites to gather measurements and assess potential physical lay-outs;
- ✓ Prepare drawings of the existing sites and facilities and conceptual plans for these sites, as improved with proposed capital projects. The conceptual plans may include site and/or floor plans, exterior elevations of buildings and recreational facilities, and perspective renderings.
- ✓ Prepare budgets for all proposed capital projects; and,
- ✓ Prepare presentation materials for consideration by the City Council and residents

Hartman Architects has prepared a proposal commensurate with the architectural services summarized above. The professional fees to be charged for the scope of architectural services to be performed are \$18,250.00, inclusive of costs.

Architectural services are professional/consultant services that are exempt from competitive bidding requirements pursuant to City Code §2-217(A)(3).

Recommendation is being made to accept the proposal by Hartman Architects at a cost of \$18,250.00. It is anticipated that the work product produced by Hartman Architects will be included in a presentation to the City Council in May/June, 2016 for the purpose of considering project scope and financing options to make these placemaking concepts a reality for City residents.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to accept the proposal by George G. Hartman Architects, P.C. for professional architectural services in connection with parks and recreation capital projects at a total cost of \$18,250, and authorize a budget amendment from General Fund reserves in the amount of the proposal.



George J. Hartman Architects, P.C.

6905 Telegraph Road • Suite 101
Bloomfield Hills • Michigan • 48301
248-258-5811 • fax 248-258-5812

February 9, 2016

Mr. Kyle Langlois, CPRP
Parks & Recreation Manager
City of Sterling Heights
40555 Utica Road
Sterling Heights, Michigan 48311-8009

Re: Architectural Services Proposal

Dear Mr. Langlois,

Pursuant to our discussions, **GEORGE J. HARTMAN ARCHITECTS, P.C. (GHA)** is pleased to provide this proposal for architectural services to assist in the preparation of budgetary and design material to be used for the Parks & Recreation Capital Improvements.

General Information

The City of Sterling Heights is conducting due diligence on proposed Parks & Recreation capital improvements as introduced at the 2016 strategic planning session. The City has the need to prepare budgets, conceptual design plans and renderings and similar materials for use in this process.

Description of Services

GHA proposes to provide the following services to the City of Sterling Heights.

1. Meet with City staff to develop the appropriate project approach and define the parameters of the work scope.
2. Conduct field investigations for all sites as required to gather measurements, photographs and to become generally familiar with the scope of work required for each site.
3. Prepare drawings of existing sites and facilities as may be needed to execute the work scope determined in meetings with City staff.
4. Prepare conceptual designs for sites and buildings as determined in meetings with City staff. These conceptual designs may be site or floor plans, exterior elevations of buildings, perspective renderings, photographs graphically modified or similar types of presentations. Some of the sites or facilities may include but not be limited to:
 - a. Farmers Market & Ice Rink
 - b. Skate Park
 - c. Splash Pad
 - d. Renovation to Old Community Center
 - e. New Community Center & Aquatics Center
 - f. Bocce Ball Pavilion
 - g. Park Restroom Facilities
 - h. Walking trails, basketball or tennis courts, park pavilions and similar facilities.
5. Prepare budgets for all sites and facilities as determined in meetings with City staff. Budgets will

be developed utilizing unit costs, cost estimating software, actual prices and similar techniques. **GHA** will review all sites and facilities to be included in the work scope for inclusion of all budgetary items.

6. Prepare presentation materials as determined in meetings with City staff. Materials may include but not be limited to:
 - a. Presentation boards with photographs, renderings, site and floor plan designs and other information as deemed appropriate.
 - b. Bound booklets with budgets, photographs, renderings, site and floor plan designs and other information as deemed appropriate.
 - c. Electronic copies of bound booklets in PowerPoint or similar format.
7. Meetings with City staff throughout the program process.
8. Meetings with City Council to present the program information.

Fee

The above stated services will be provided for the fee of \$16,250.00.

Printing & Reproduction Costs

It is expected that there will be approximately 20 presentation boards and 10 bound booklets. Costs for photocopying, binding, materials and other associated costs will be between \$1,500.00 and \$2,000.00. If costs should exceed the budget amount, the additional amount will be billed at cost.

Exclusions & Clarifications

1. Any designs prepared for this program are conceptual in nature and may not show all features or items to be included in a site or building, may not meet codes and similar requirements as the designs are strictly for budget and graphic purposes. Designs are not suitable for construction purposes.

Thank you for the opportunity to submit this proposal and if you should have any questions, please do not hesitate to call.

Sincerely,

GEORGE J. HARTMAN ARCHITECTS, P.C.



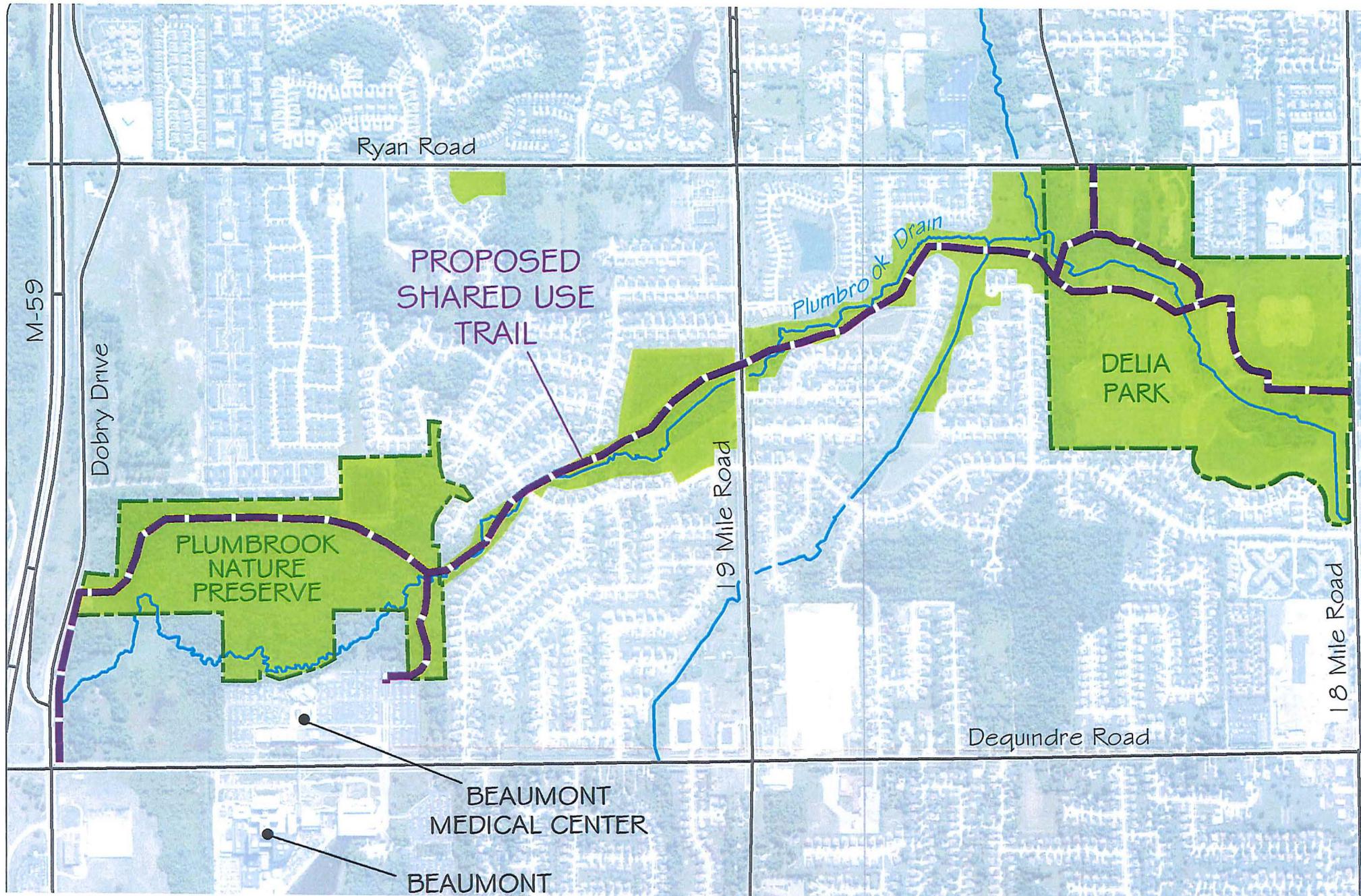
George J. Hartman, R.A.
President

Proposed Conditions

JANUARY 26, 2016

0 40 80 160





Ryan Road

PROPOSED
SHARED USE
TRAIL

Plumbrook Drain

DELIA
PARK

PLUMBROOK
NATURE
PRESERVE

19 Mile Road

18 Mile Road

Dequindre Road

BEAUMONT
MEDICAL CENTER

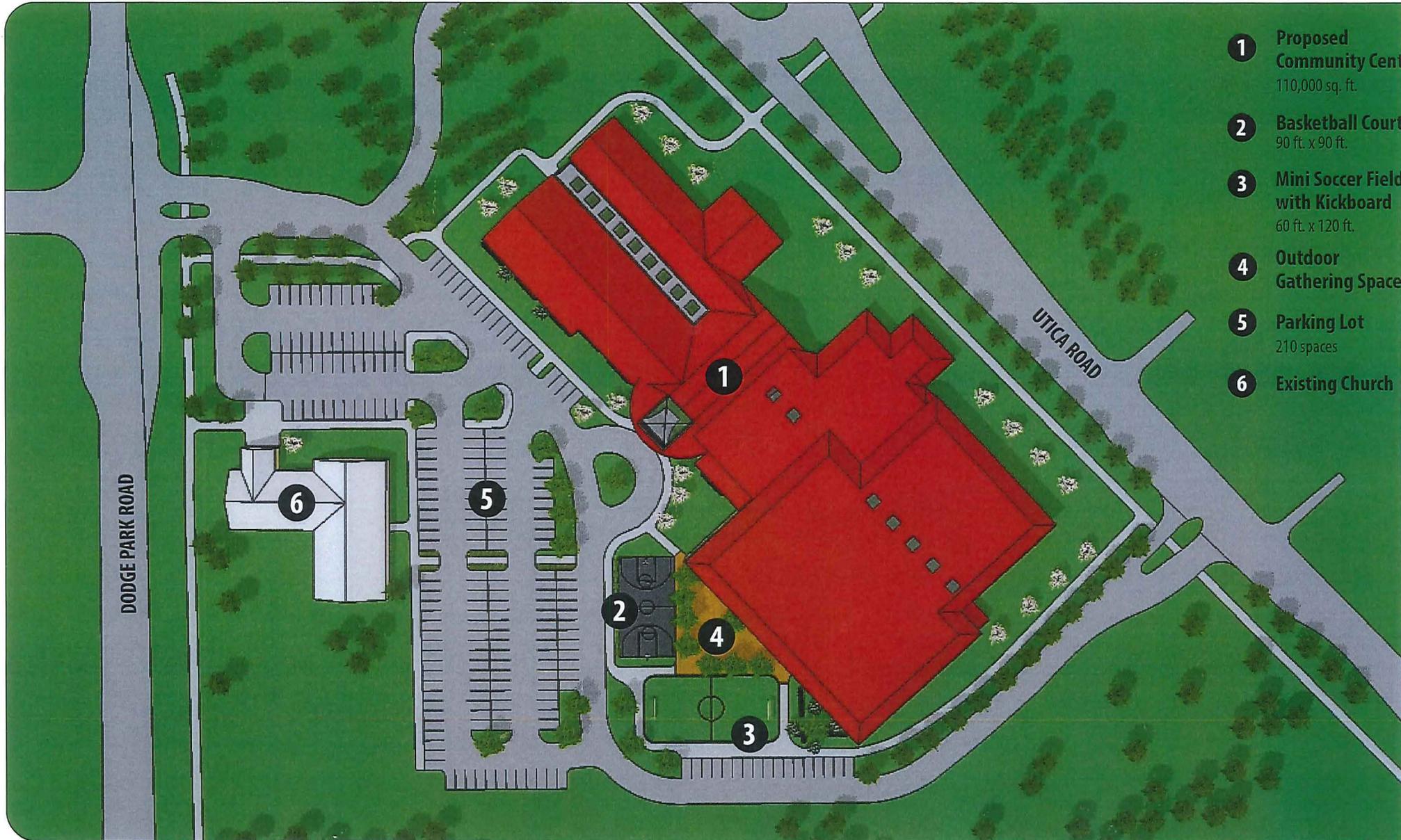
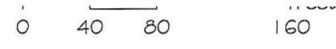
BEAUMONT

M-59

Dobry Drive

Conceptual Site Layout

JANUARY 26, 2016



- 1** Proposed Community Center
110,000 sq. ft.
- 2** Basketball Court
90 ft. x 90 ft.
- 3** Mini Soccer Field with Kickboard
60 ft. x 120 ft.
- 4** Outdoor Gathering Space
- 5** Parking Lot
210 spaces
- 6** Existing Church

Existing Conditions

JANUARY 26, 2016

0 50 100 200



AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve a contract between the Michigan Department of Transportation and the City of Sterling Heights for the Dodge Park Road Reconstruction Project, Metropolitan Parkway to Utica Road, City Project #14-254 (Estimated City share of project cost is \$2,249,800).

Submitted By: Office of Engineering

Contact Person/Telephone: Brent Bashaw, P.E., City Engineer/(586) 446-2720

Administration (initial as applicable)

Attachments

<u>MC</u> City Clerk	___	Resolution	___	Minutes
<u>FB</u> Finance & Budget Director	___	Ordinance	___	Plan/Map
<u>JB</u> City Attorney (as to legal form)	<u>x</u>	Contract	<u>x</u>	Other
<u>MM</u> City Manager				Staff Report, Project Map

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

Executive Summary:

The Michigan Department of Transportation (MDOT) has submitted contract #15-5602 for the Dodge Park Road Reconstruction Project, City Project #14-254. This contract is a MDOT requirement for securing Federal Highway Administration (FHA) funding pursuant to Title 23 of the United States Code in the amount of \$8,101,300. Federal funding will cover approximately 80% of the construction cost associated with Dodge Park Road Reconstruction, Metropolitan Parkway to Utica Road. The City is financially responsible for approximately 20% of contractual costs equating to approximately \$2,249,800. The fiscal year 2015/2016 budget includes funding for the City's share of the total project cost.

The scope of the Dodge Park Road Reconstruction project is significant and encompasses many of the concepts endorsed by the City through the *Complete Streets* and *Visioning 2030* initiatives, including walkability and connectivity to parks. The 1.7 mile project will produce a new three lane concrete roadway with pedestrian friendly enhancements and aesthetic improvements along this arterial corridor. The project will commence early Spring, 2016, with an anticipated completion date in the late Fall, 2016.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the contract, #15-5602, between the Michigan Department of Transportation and the City of Sterling Heights for the Dodge Park Road Reconstruction Project, Metropolitan Parkway to Utica Road, City Project #14-254, and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 1, 2016

RE: To approve a contract between the Michigan Department of Transportation and the City of Sterling Heights for the Dodge Park Road Reconstruction Project, Metropolitan Parkway to Utica Road, City Project #14-254.

Prepared By: Brent Bashaw, City Engineer

(586) 446-2720

GENERAL INFORMATION: The scope of the Dodge Park Road Reconstruction project is significant and was conceived and planned in the spirit of *Complete Streets* and *Visioning 2030* objectives and guiding principles. The City of Sterling Heights has received Federal funding to reconstruct and enhance a 1.7 mile stretch of Dodge Park between Metropolitan Parkway and Utica Road. Please reference the attached project map.

The project will produce a new concrete roadway with pedestrian-friendly enhancements and aesthetic improvements along this arterial corridor. Dodge Park Road will consist of three lanes (northbound, southbound, and center left-turn lane), with right-turn deceleration lanes, a ten foot wide shared use concrete path, a new pedestrian bridge on the east side of the roadway over the Plumbrook Drain, rehabilitation to the existing vehicular and pedestrian bridge over the Plumbrook Drain, and drainage improvements. Additional improvements include new mast arm traffic signals at the major road intersections, pedestrian facility upgrades including sidewalk gap completion, and new right-of-way landscaping along the length of the project corridor.

The City will construct the project in two sections. Section I involves reconstruction of Dodge Park Road from Metropolitan Parkway to 17 Mile Road. Section II will be the reconstruction of Dodge Park Road from 17 Mile Road to Utica Road. Section I will be completed prior to the commencement of Section II.

To reduce construction time, only southbound Dodge Park Road traffic will be maintained during the section construction while northbound will be detoured. The section not under construction will maintain two-way traffic. Construction of each section will last three to four months. The project will commence early Spring 2016, with an anticipated completion date in the late Fall 2016. Utility work, such as pole relocations, is currently underway.

To ensure that residents impacted by the project are fully informed, the City mailed out 3,000 project notification letters and held a community information meeting on February 3, 2016 at City Hall. The recorded presentation from the community information meeting, along with additional information, can be viewed via the City website at www.sterling-heights.net. Please go to the Office of Engineering webpage and look under the tab labeled "Construction Update."

TECHNICAL INFORMATION: Federal funding will cover approximately 80% of the total project cost. The Michigan Department of Transportation (MDOT) has submitted contract #15-5602 to

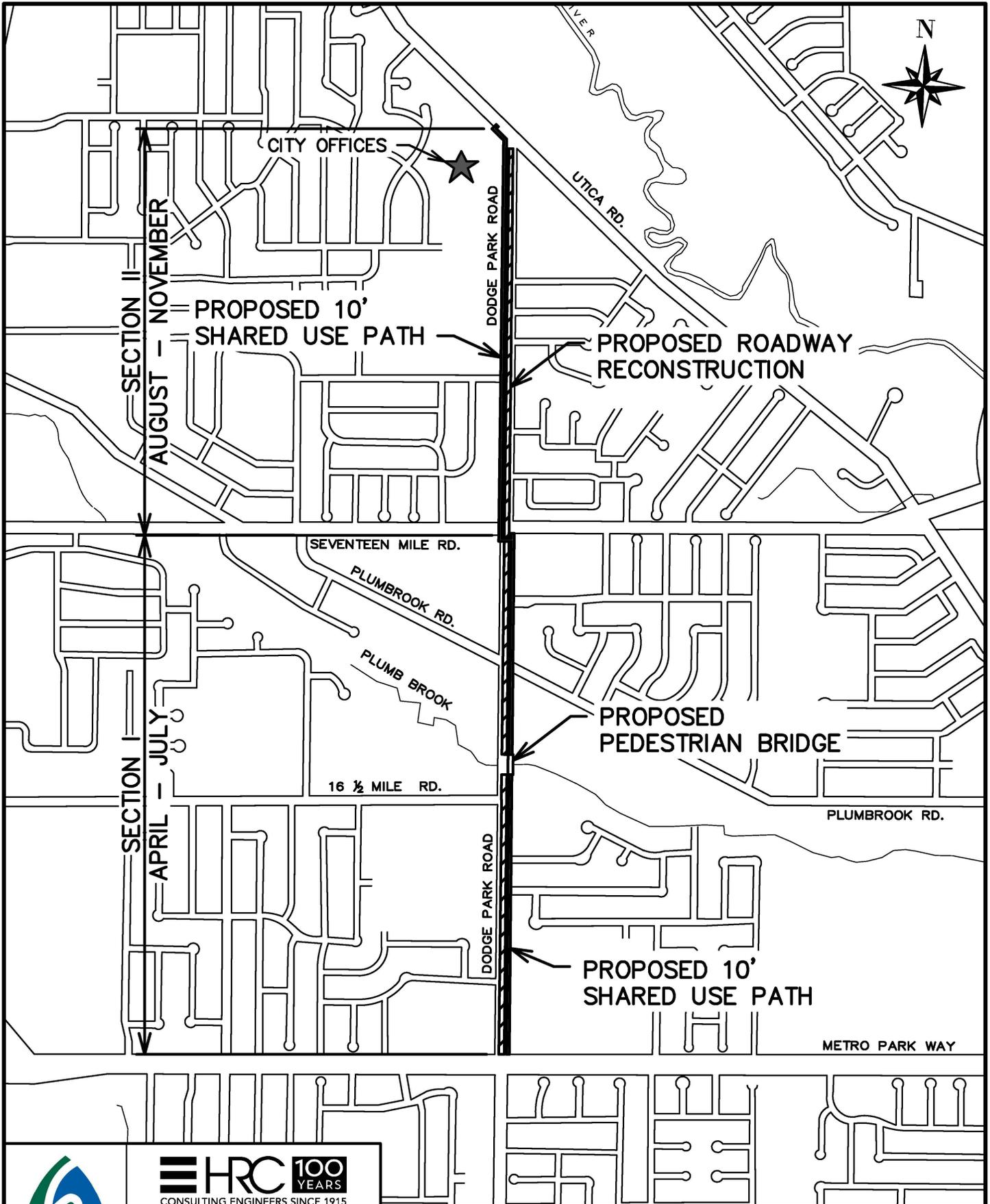
the City for review and approval. This contract is a MDOT requirement for securing Federal Highway Administration (FHA) funding pursuant to Title 23 of the United States Code in the amount of \$8,101,300.

The City is financially responsible for approximately 20% of contractual costs (estimated at approximately \$2,249,800). The City's estimated share of project costs is budgeted in the fiscal year 2015/16 budget.

STAFF ANALYSIS AND FINDINGS: The Office of Engineering has reviewed the MDOT contract and is recommending its approval as a requirement for securing FHA funding.

STAFF RECOMMENDATION: Please see the Suggested Action on the accompanying agenda statement.

Cc: Denice Gerstenberg, City Development Director
Mike MacDonald, Hubbell, Roth, & Clark
Adam LaClair, Lead Inspector



555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

CITY OF STERLING HEIGHTS
DODGE PARK ROAD RECONSTRUCTION
METRO PARK WAY TO UTICA ROAD

(ADVANCE CONSTRUCTION CONTRACT)
STP

DA
Control Section STU 50458
Job Number 129073A
Project STP 1650(004)
Federal Item No. HK 0728
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 15-5602

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF STERLING HEIGHTS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Sterling Heights, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 13, 2016, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement reconstruction work along Dodge Park Road from south of Utica Road northerly to north of Metropolitan Parkway; including concrete curb and gutter, concrete sidewalk, hot mix asphalt pedestrian path, pedestrian bridge, storm sewer, traffic signals and pedestrian signal upgrades, landscaping, permanent signing, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Stamped concrete, traffic signal pole coating, illuminated street signs, sprinkler, tree planting, street lighting, and landscaping work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed partially as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The part of the PROJECT work that shall be performed as an advance construction PROJECT shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on the portions of this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PART A portion of the PROJECT.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT for the completion of the PART A portion of the PROJECT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 15 percent of the actual contracted physical construction costs.

The costs incurred by the REQUESTING PARTY for construction engineering, construction materials testing, and inspection for the PART B portion of the project, preliminary engineering and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:
 - A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - B. At PROJECT COST, perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART A portion of the PROJECT.
 - C. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART B portion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government. Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 81.85 percent. The current available Federal Surface Transportation Funds for the PART A portion of the PROJECT are established to be \$3,850,000.

The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

PART A	\$1,062,825
PART B	\$ -0-
TOTAL	\$1,062,825

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within ten (10) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 10 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 10 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT.

If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF STERLING HEIGHTS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

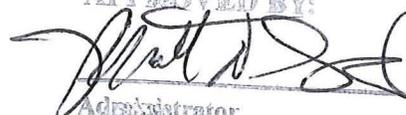
By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDB
1/13/16

APPROVED BY:

Administrator
Real Estate

1-27-16
Date

January 13, 2016

EXHIBIT I

CONTROL SECTION STU 50458
JOB NUMBER 129073A
PROJECT STP 1650(004)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$8,607,600	\$453,300	\$ 9,060,900
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS, TESTING, & INSPECTION (REQUESTING PARTY)	\$1,290,200	\$ -0-	\$ 1,290,200
GRAND TOTAL	\$9,897,800	\$453,300	\$10,351,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$9,897,800	\$453,300	\$10,351,100
Less Federal Funds (Current Fiscal Year)	<u>\$3,850,000</u>	<u>\$ -0-</u>	<u>\$ 3,850,000</u>
Balance	\$6,047,800	\$453,300	\$ 6,501,100
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	<u>\$4,251,300</u>	<u>\$ -0-</u>	<u>\$ 4,251,300</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$1,796,500	\$453,300	\$ 2,249,800

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

DEPOSIT (25% of Advance Construction Portion PART A - \$4,251,300)	\$1,062,825
(NONE REQUIRED - PART B)	<u>\$ -0-</u>
	\$1,062,825

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Business of the City Council
Sterling Heights, Michigan

DELIVERED FEB 25 2016

City Clerk's Use
Item No: 3-J
Meeting: 3/1/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To adopt a resolution authorizing issuance of Michigan Transportation Fund Bonds, Series 2016, in the estimated amount of \$9,630,000.

Submitted By: Office of Financial Services

Contact Person/Telephone: Nick Makie, Controller, (586) 446-2321

Administration (initial as applicable)

Attachments

Table with 4 columns: Initials, Name, Attachment Type, and Description. Rows include City Clerk (Resolution, Minutes), Finance & Budget Director (Ordinance, Plan/Map), City Attorney (Contract, Other), and City Manager.

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

Executive Summary:

- City Administration is seeking authorization to issue Michigan Transportation Fund (MTF) bonds to finance the cost of road improvement/repair projects.
The proceeds of the proposed sale of MTF bonds will finance the following road improvements and repairs:
1. Dodge Park Road Reconstruction - Metropolitan Parkway to Utica Road
2. 15 Mile Road Resurfacing - Dequindre Road to Ryan Road
3. Ryan Road Concrete Repairs - 15 Mile Road to Metropolitan Parkway
4. 15 Mile Resurfacing - Ryan to Mound
5. 15 Mile Resurfacing - Schoenherr to past Moravian
6. M-59 Reconstruction - Hayes to M-53
These projects, and the related financing, have been budgeted in the Road Bond Construction Fund and the Road Bond Debt Retirement Fund, respectively.
MTF bonds are payable from and pledge as security the City's Act 51 fund revenues that are derived from the State gas and weight taxes.
The City's Bond Counsel, Miller Canfield Paddock and Stone, has drafted the attached resolution in consultation with the City's financial advisor, Bendzinski & Co.

- The City has historically maintained levels of debt that are substantially below the debt limits allowed by City Charter. These low levels of debt, in conjunction with a history of conservative budgeting, adequate financial reserves and financial flexibility have contributed to the City receiving a very favorable credit rating from national credit rating agencies. This rating allows the City to borrow funds at low interest rates which save the City money in debt service payments over the life of a borrowing. The anticipated interest rate of the 2016 MTF Bonds is below 3%.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to adopt the resolution authorizing issuance of not to exceed \$9,630,000 in Michigan Transportation Fund Bonds, Series 2016.

CITY OF STERLING HEIGHTS
STAFF REPORT
March 1, 2016

Prepared By: Nick Makie, Controller

Ext. No. 2321

GENERAL INFORMATION:

The City of Sterling Heights finances various road improvement projects with proceeds generated from the sale of Michigan Transportation Fund (MTF) long-term bonds. The City currently has six road projects budgeted for construction during fiscal years 2015/16 and 2016/17. The six projects are:

1. Dodge Park Road Reconstruction – Metropolitan Parkway to Utica Road
2. 15 Mile Road Resurfacing – Dequindre Road to Ryan Road
3. Ryan Road Concrete Repairs – 15 Mile Road to Metropolitan Parkway
4. 15 Mile Resurfacing – Ryan to Mound
5. 15 Mile Resurfacing – Schoenherr to past Moravian
6. M-59 Reconstruction – Hayes to M-53

City Administration is proposing to finance the cost of these road projects through the competitive sale of MTF bonds. The State of Michigan Municipal Finance Act requires legislative adoption of a Bond Authorizing Resolution in order to proceed with the MTF bond sale.

STAFF ANALYSIS AND FINDINGS:

The Bond Authorizing Resolution sets the maximum amount of bonds to be issued, the date the bonds will be issued, the amounts that will mature annually, the maximum interest rate allowed on the bonds, and the form of the bonds.

The Notice of Sale contained in the Bond Authorizing Resolution establishes the parameters for when and where the bids on the bonds will be taken and the legal form of the official notice of sale to be used by the City's financial advisor, Bendzinski & Company, to market the bonds to investors.

STAFF RECOMMENDATION:

Please see the suggested action on the accompanying agenda statement.

City of Sterling Heights
County of Macomb, State of Michigan

**RESOLUTION AUTHORIZING ISSUANCE OF
MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2016
(LIMITED TAX GENERAL OBLIGATION)**

Minutes of a regular meeting of the City Council of the City of Sterling Heights, County of Macomb, State of Michigan (the "City") held on the 1st day of March, 2016, at 7:30 p.m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, this City Council hereby determines that it is necessary to acquire and construct the road improvements described in Exhibit A attached hereto and made part hereof (the "Improvements"); and

WHEREAS, the cost of the Improvements is estimated to be Nine Million Six Hundred Thirty Thousand Dollars (\$9,630,000); and

WHEREAS, to finance the cost of the Improvements the City Council deems it necessary to borrow the sum of Nine Million Six Hundred Thirty Thousand Dollars (\$9,630,000) and issue bonds therefor as authorized by the provisions of Act 175, Public Acts of Michigan, 1952, as amended ("Act 175"); and

WHEREAS, the Improvements are in accordance with the purposes enumerated in Act 51, Public Acts of Michigan, 1951 ("Act 51"); and

WHEREAS, the revenues received by the City from the Michigan Transportation Fund ("MTF") pursuant to Act 51 in the year preceding this contemplated borrowing are more than sufficient to comply with all the requirements specified in Section 4 of Act 175;

NOW, THEREFORE, BE IT RESOLVED:

1. **Approval of Plans and Cost Estimates; Useful Life.** The plans and estimates of cost of the Improvements are hereby approved and adopted. The period of usefulness of the Improvements is estimated to be not less than sixteen (16) years.
2. **Authorization of Bonds; Bond Terms.** The City Council hereby determines to borrow

the sum of Nine Million Six Hundred Thirty Thousand Dollars (\$9,630,000) and issue bonds of the City therefor pursuant to the provisions of Act 175 (the “Bonds”), for the purpose of providing funds to pay the cost of the Improvements, including the costs incidental to the issuance, sale and delivery of the Bonds. The Bonds shall be designated MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2016 (LIMITED TAX GENERAL OBLIGATION) and shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery or such other date as determined by any of the Mayor, City Manager, Finance and Budget Director, or Controller (each an “Authorized Officer”) at the time of sale. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 8 and 9 hereof.

The Bonds shall be sold at public sale at a price not less than 99% or greater than 102% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 8 and 9 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the “Transfer Agent”).

3. **Execution of Bonds; Authentication; Replacement; Book-Entry-Only Form.** The Bonds shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall bear the actual or a facsimile of the City seal. No Bond of this series shall be valid until authenticated by an authorized signature of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser in accordance with instructions from an Authorized Officer (as hereinafter defined) upon payment of the purchase price for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping. The City may designate a new transfer agent by notice mailed to the registered owner of each of the Bonds at such time outstanding not less than sixty (60) days prior to any interest payment date.

The Bonds shall be issued in book-entry only form as one fully registered bond per maturity and shall be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds, and purchasers will not receive certificates representing their interest in bonds purchased. If the Bonds are issued in book-entry only form, provisions in this resolution to the contrary shall be of no force nor effect unless and until the suspension of the book-entry only system. Each Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the bond form at Section 8 herein within the parameters of this resolution as may be required to accomplish the foregoing.

4. **Transfer of Bonds.** Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, in like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The date of determination of the registered owner for purposes of payment of interest as provided in this resolution may be changed by the City to conform to market practice in the future.

5. **Debt Retirement Account; Security for the Bonds.** To provide moneys to pay the principal of and interest on the Bonds and in accordance with the provisions of Act 175, there is hereby made an irrevocable appropriation of the amount necessary to pay the principal of and interest on the Bonds from the moneys to be derived from State-collected taxes returned to the City for highway purposes, pursuant to law. The Bonds are of equal standing and priority of said State-collected taxes with certain outstanding bonds of the City (the "Outstanding Bonds") and the City has reserved the right to issue additional bonds of equal standing and priority of lien as to said State-collected taxes with the Bonds and Outstanding Bonds within the limitations prescribed by law. The Treasurer of the City is directed, each year that any of the principal of and interest on the Bonds remains unpaid, to set aside in a separate account, to be designated 2016 MICHIGAN TRANSPORTATION FUND BONDS DEBT RETIREMENT ACCOUNT (the "Debt Retirement Account"), sufficient moneys from revenues received during such year from the MTF pursuant to law to pay the principal of and interest on the Bonds next maturing. The Treasurer of the City is further authorized and directed, each year that any of the principal of and interest on the Bonds remains unpaid, to set aside in the Debt Retirement Account, moneys which may be transferred to the City or available to the City from other lawful sources to pay the debt service on the Bonds. The amount of the annual deposit into the Debt Retirement Account from the MTF may be reduced from year to year to the extent that other lawfully available moneys are on deposit in the Debt Retirement Account to pay the principal of and interest on the Bonds next maturing.

6. **Additional Security.** Pursuant to Act 175, and as additional security for the prompt payment of the principal of and interest on the Bonds, there is hereby irrevocably pledged the limited tax full faith and credit of the City, and in the event of insufficiency of funds primarily pledged to the payment thereof, the City covenants and agrees to provide for such insufficiency from such resources as are lawfully available to it, including the levy of ad valorem taxes, subject to applicable constitutional, statutory and charter tax rate limitations.

7. **Use of Proceeds; Construction Account.** The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to pay the cost of the Improvements. Upon receipt of the proceeds of sale of the Bonds the accrued interest, if any, shall be deposited in the Debt Retirement Account for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds. The City Treasurer is hereby directed to open a separate depository account to be designated 2016 MICHIGAN TRANSPORTATION FUND BONDS CONSTRUCTION ACCOUNT (the "Construction Account") into which account a sufficient amount of the proceeds of the Bonds to fund the cost of the Improvements shall be placed. The Construction Account shall be used to pay the City's share of the cost of constructing the Improvements, including

associated costs of planning, design, property acquisition, engineering, inspection and like costs which are properly capitalizable to the Improvements.

8. **Bond Form.** The Bonds shall be in substantially the following form subject to such changes as may be determined necessary by Bond Counsel to the City:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MACOMB
CITY OF STERLING HEIGHTS

MICHIGAN TRANSPORTATION FUND BOND, SERIES 2016
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	April 1, _____	_____, 2016	

Registered Owner:

Principal Amount: _____ Dollars

The City of Sterling Heights, County of Macomb, State of Michigan (the "City"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on October 1, 2016 and semiannually thereafter. Principal of this bond is payable at the principal office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the City maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

This bond is one of a series of bonds of even original issue date and like tenor, in the aggregate principal amount of \$9,630,000 issued for the purpose of defraying the cost of road improvements in the City in accordance with a resolution duly and regularly adopted by the City Council of the City on March 1, 2016, and pursuant to the provisions of Act 175, Public Acts of Michigan, 1952, as amended.

Bonds of this issue maturing in the years 2017 through 2024 shall not be subject to redemption prior to maturity. Bonds maturing in the years 2025 through 2031 shall be subject to redemption prior to maturity, at the option of the City, in such order as the City shall determine on any date on or after April 1, 2024, at par and accrued interest to the date of redemption.

[insert term bond provisions, if applicable]

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on

hand with the transfer agent to redeem said bond or portion thereof.

This bond and the interest thereon are payable from the proceeds of State-collected taxes returned to the City for highway purposes pursuant to law, or in case of insufficiency of said funds, out of the general funds of the City, including collections of ad valorem taxes on taxable property which the City may be authorized to levy, subject to applicable constitutional, statutory and charter tax rate limitations, and the resolution authorizing the issue of bonds of which this is one contains an irrevocable appropriation of the amount necessary to pay the principal of and interest on the bonds of this issue from moneys derived from such State-collected taxes so returned to the City for highway purposes which have not been theretofore specifically allocated and pledged for the payment of indebtedness. The bonds of this issue are of equal standing and priority of said State-collected taxes with certain outstanding bonds of the City (the "Outstanding Bonds") and the City has reserved the right to issue additional bonds of equal standing and priority of lien as to said State-collected taxes with the bonds of this issue and Outstanding Bonds within the limitations prescribed by law.

This bond is not a general obligation of the State of Michigan.

This bond is transferable only upon the books of the City kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing the bonds of this issue, and upon the payment of the charges, if any, therein prescribed.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of said series of bonds of which this is one, in order to make them valid and binding obligations of the City, have been done, exist and have happened in regular and due form and time as required by law, and that the total indebtedness of the City, including the series of bonds of which this is one, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Sterling Heights, County of Macomb, State of Michigan, by its City Council, has caused this bond to be signed in the name of said City with the facsimile signatures of its Mayor and its City Clerk and a facsimile of the City seal to be imprinted hereon, all as of the _____ day of _____, 2016.

CITY OF STERLING HEIGHTS

By _____
Mayor

(Seal)

And:

By _____
City Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Registration:

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

The Huntington National Bank
Grand Rapids, Michigan
Transfer Agent

By _____
Authorized Representative

9. Notice of Sale. The City Clerk is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:

\$9,630,000
CITY OF STERLING HEIGHTS
COUNTY OF MACOMB, STATE OF MICHIGAN
MICHIGAN TRANSPORTATION FUND BONDS, SERIES 2016
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received at the office of Bendzinski & Co., 615 Griswold, Suite 1225, Detroit MI 48226, on _____, _____, 2016 until __:__ .m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the offices of Bendzinski & Co. at (313) 961- 8220, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the Section "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on October 1, 2016, and semiannually thereafter.

The bonds will mature on the 1st day of April in each of the years, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2017	\$520,000	2022	\$600,000	2027	\$695,000
2018	535,000	2023	620,000	2028	715,000
2019	550,000	2024	635,000	2029	740,000
2020	565,000	2025	655,000	2030	760,000
2021	580,000	2026	675,000	2031	785,000

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2017 to 2024, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after April 1, 2024, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer

agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from April 1, 2017 through the final maturity as term bonds and the consecutive maturities on or after the year 2017 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on April 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/1000 of 1%. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three and one-half percent (3.5%) per annum. No proposal for the purchase of less than all of the bonds or at a price less than 99% or greater than 102% of their par value will be considered.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of the acquisition and construction of certain road improvements in the City, including related appurtenances and attachments.

To provide moneys to pay the principal of and interest on the bonds the City has made an irrevocable appropriation of the amount necessary to pay the principal of and interest on the Bonds from the moneys to be derived from State-collected taxes returned to the City for highway purposes, pursuant

to law. The bonds are of equal standing and priority of said State-collected taxes with certain outstanding bonds of the City and the City has reserved the right to issue additional bonds of equal standing and priority of lien as to said State-collected taxes with the bonds and said outstanding bonds within the limitations prescribed by law.

In the event of insufficiency of funds primarily pledged to the payment thereof, the City has covenanted and agreed to provide for such insufficiency from such resources as are lawfully available to it, including the levy of ad valorem taxes, subject to applicable constitutional, statutory and charter tax rate limitations.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of \$96,300 payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on October 1, 2016 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2016, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, at delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the "Code"). Such certificate will include (i) for those maturities where 10% of each such maturity of the bonds has been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, the price at which the first 10% of each such maturity was sold to members of the general public, and (ii) for those maturities where 10% of such maturity has not been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, an agreement by the successful bidder to provide bond counsel with the prices at which the first 10% of each such maturity is ultimately sold to members of the general public.

"QUALIFIED TAX EXEMPT OBLIGATIONS": The City has designated the bonds as "Qualified Tax Exempt Obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield,

Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared by and may be obtained from Bendzinski & Co., Municipal Finance Advisors, financial advisors to the City, at the address and telephone listed under REGISTERED MUNICIPAL ADVISOR below. Bendzinski & Co., will provide the winning bidder with 100 final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co., upon request and agreement by the purchaser to Bendzinski & Co., within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN

AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended June 30, 2016, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

REGISTERED MUNICIPAL ADVISORS: Bendzinski & Co. Municipal Finance Advisors, Detroit, MI, (the "Municipal Advisor") is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Municipal Advisor has been retained by the City to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor's duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Bendzinski & Co. Municipal Finance Advisors, 615 Griswold Street, Suite 1225, Detroit, MI. Telephone (313) 961-8222.

ENVELOPES containing the bids should be plainly marked "Proposal for Michigan Transportation Fund Bonds, Series 2016 (Limited Tax General Obligation)."

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Mark Carufel
City Clerk
City of Sterling Heights

10. **Publication of Resolution.** A copy of this resolution shall be published in full in the *C&G Publishing, Inc.* once before this resolution becomes effective.

11. **Tax Covenant; Qualified Tax Exempt Obligations.** The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the “Code”) including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming “private activity bonds” as that term is used in Section 141 of the Code. The Bonds are hereby designated as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

12. **Defeasance.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

13. **Other Actions.** Any Authorized Officer is hereby authorized and directed to execute the standard form of DTC Letter of Representations relating to the Bonds on behalf of the City. The Authorized Officers are further each authorized to do all other acts and to take all other actions and other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

14. **Award of Sale of Bonds.** Any Authorized Officers is hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

15. **Official Statement.** Each Authorized Officer is authorized to approve a preliminary and final Official Statement relating to the Bonds. Each Authorized Officer is authorized and directed to execute and deliver the Official Statement on behalf of the City. Each Authorized Officer is authorized to approve, execute, and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the underwriter for the Bonds will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the

circumstances under which they were made, not misleading.

16. **Continuing Disclosure.** The City agrees to enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission and an Authorized Officer is authorized to execute such undertaking prior to delivery of the Bonds.

17. **Bond Counsel.** The law firm of Miller, Canfield, Paddock and Stone, P.L.C., Detroit, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance and sale of the Bonds.

18. **Financial Advisor.** The financial advisory firm of Bendzinski & Co., Detroit, Michigan, is hereby retained to act as financial consultant and advisor for the City in connection with the issuance and sale of the Bonds.

19. **Rescission.** All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

City Clerk

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, State of Michigan, at a regular meeting held on March 1, 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.

City Clerk

EXHIBIT A

The Improvements

1. Dodge Park Road Reconstruction – Metropolitan Parkway to Utica Road
2. 15 Mile Road Resurfacing – Dequindre Road to Ryan Road
3. Ryan Road Concrete Repairs – 15 Mile Road to Metropolitan Parkway
4. 15 Mile Resurfacing – Ryan to Mound
5. 15 Mile Resurfacing – Schoenherr to past Moravian
6. M-59 Reconstruction – Hayes to M-53



Business of the City Council
Sterling Heights, Michigan

DELIVERED FEB 25 2016

City Clerk's Use
Item No: 3-K
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To adopt a resolution setting a public hearing for Tuesday, April 19, 2016 at 7:30 p.m. on the proposed Third Amended and Restated Local Development Finance Authority Development Plan and Tax Increment Finance Plan.

Submitted By: Office of City Management

Contact Person/Telephone: Mark Vanderpool, City Manager / Luke Bonner, Bonner Advisory Group; 586.446.2301

Administration (initial as applicable)

Attachments

MC	City Clerk	<u>X</u>	Resolution	__	Minutes
LB	Finance & Budget Director	__	Ordinance	<u>X</u>	Plan/Map
JB	City Attorney (as to legal form)	__	Contract	__	Other
MM	City Manager				

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

Executive Summary:

Background - Presented below is a chronology of the actions undertaken by the Sterling Heights City Council in the creation of the LDFA and SmartZone:

- On May 20, 2008, the City Council conducts a public hearing on the adoption of a proposed resolution establishing a local development financing authority for the City of Sterling Heights and designating the boundaries of the district within which the authority shall exercise its powers, all pursuant to and in accordance with the provisions of the Local Development Financing Act, being Act 281 of the Public Acts of the State of Michigan of 1986, as amended.
- On August 19, 2008, the City Council adopts a resolution creating the LDFA and designating the original district boundaries. This action facilitates the redevelopment of the former TRW facility by BAE Land and Armaments Systems, LLP.
- On December 16, 2008, the City Council approves a SmartZone Agreement between the City, Michigan Economic Development Corporation, and the LDFA. By the terms of this agreement, the parties designate the certified technology park to be created for purposes of developing the Macomb –OU INCubator.
- Following a public hearing on February 3, 2009, the City Council approves the original Development Plan and Tax Increment Finance Plan for the LDFA.
- As required by the terms and conditions of the SmartZone Agreement, the City Council adopts a resolution on May 19, 2009, which expands the boundaries of the original authority district to establish the SmartZone.

- The SmartZone Agreement further required that the Development Plan approved by resolution of the City Council on February 3, 2009 be amended for the purpose of reflecting the activities and the tax increment financing of the Macomb OU-INCubator. Accordingly, on December 1, 2009, conducts a public hearing and subsequently adopts a resolution approving the First Amended and Restated Development Plan and Tax Increment Finance Plan.
- On December 20, 2011, the City Council adopts a resolution approving the Second Amended and Restated Development Plan. This amendment reflects a cumulative capture from the BAE project and SHAP investments in an amount not to exceed \$500,000 annually through the duration of the SmartZone (being 2011 through 2025) for the purpose of funding SmartZone activities at intended levels. It is important to note that the tax increment revenue being captured is not comprised only of City taxes. The City's general fund is not negatively impacted by the proposed supplemental capture.

Proposed Third Amended and Restated LDFA Development Plan and TIF Plan ("Plan") - With the upcoming development of the Sterling Enterprise Park, a new 144-acre industrial development located at 7191 Seventeen Mile Road, the City has an opportunity to capture tax increment financing revenues from this site, which is strategically located within the LDFA district. The proposed Plan, if approved, will achieve the following primary objectives:

- Provide for the capture of TIF revenue generated from the Sterling Enterprise Park and program such revenues in support of eligible activities in the broader LDFA district.
- Capture new school TIF revenues generated from the development of the Sterling Enterprise Park. The Plan will reflect the school tax capture and program the incremental revenues in support of incubator-related activities, as well as additional LDFA district improvements that support entrepreneurial growth.
- The Plan will facilitate a 15-year extension for TIF capture through a collaborative satellite SmartZone with a partner community under House Bill 4226. This legislation allows for up to 9 existing SmartZones (such as the City of Sterling Heights) extend tax capture for an additional 15 years to provide early stage company support services. The primary condition for an existing SmartZone (City of Sterling Heights) to qualify for a 15-year extension is to collaborate with another community outside of Macomb County, which also has the desire to create a SmartZone of their own. This partner community considered a "satellite" SmartZone location, would only be eligible to get such designation if it collaborates with an existing SmartZone (Sterling Heights).
- Eliminate reimbursement of eligible expenditures by BAE Systems Land and Armaments L.P., the benefactor of the "Original Plan." BAE did not provide valid invoices for repayment of their eligible activities with tax increment finance (TIF) revenues. Therefore, the Plan will eliminate TIF expenditures adopted in the "Original Plan" and reallocate them to eligible activities that benefit the broader LDFA district.

Act 281 requires in relevant part that "Before adoption of a resolution approving or amending a development plan or approving or amending a tax increment financing plan, the governing body shall hold a public hearing on the development plan. (MCL 125.2166(1)). At the time set for hearing, the governing body shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference to the matter. The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the development plan. The governing body shall make and preserve a record of the public hearing, including all data presented at that time." (MCL 125.2166 (3)).

Act 281 further requires that a notice of the public hearing conforming to the requirements of MCL 125.2166(2) be published twice in a newspaper of general circulation, and mailed by certified mail to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the development plan of the tax increment financing plan is approved or amended.

To satisfy the foregoing statutory requirements, a resolution setting the public hearing for April 19, 2016 at 7:30 p.m. and a notice of public hearing are attached for the City Council's consideration.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to adopt the resolution setting a public hearing for Tuesday, April 19, 2016 at 7:30 p.m. on the Third Amended and Restated Local Development Finance Authority Development Plan and Tax Increment Finance Plan and directing the City Clerk to publish and provide notice in accordance with Public Act 281 of 1986, as amended.

CITY OF STERLING HEIGHTS, MICHIGAN

RESOLUTION TO HOLD A PUBLIC HEARING ON THE PROPOSED THIRD AMENDED AND RESTATED DEVELOPMENT PLAN AND TAX INCREMENT FINANCE PLAN FOR THE AUTHORITY DISTRICT OF THE LOCAL DEVELOPMENT FINANCING AUTHORITY

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

Members Present:

Members Absent:

The following preamble and resolution was made by Member _____ and seconded by Member _____.

RECITALS:

At the August 19, 2008 regular meeting, the City Council (the "Council") of the City of Sterling Heights (the "City") resolved to adopt a resolution to create and provide for the operation of a Local Development Financing Authority (LDFA) for the City of Sterling Heights pursuant to and in accordance with the provisions of Act 281 of the Public Acts of the State of Michigan of 1986 (Act 281), as amended.

Act 281 requires in relevant part that "Before adoption of a resolution approving or amending a development plan or approving or amending a tax increment financing plan, the governing body shall hold a public hearing on the development plan. (MCL 125.2166(1)). At the time set for hearing, the governing body shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference to the matter.

The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the development plan. The governing body shall make and preserve a record of the public hearing, including all data presented at that time." (MCL 125.2166 (3)).

Act 281 further requires that a notice of the public hearing conforming to the requirements of MCL 125.2166(2) be published twice in a newspaper of general circulation, and mailed by certified mail to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the development plan of the tax increment financing plan is approved or amended.

A Third Amended and Restated Development Plan and Tax Increment Finance Plan has been prepared for the purpose of reflecting the capture and use of eligible tax increment financing revenues generated from a development project within authority district to finance the business incubator and "SmartZone" activities, which is a certified technology park "SmartZone" created pursuant to and in accordance with Act 281. In order to consider and approve the amended Plan, Act 281 requires that a public hearing be held.

THEREFORE, BE IT RESOLVED THAT:

1. A public hearing shall be held before the Council on **Tuesday, April 19, 2016, at 7:30 p.m.** at the City Offices located at 40555 Utica Road, Sterling Heights, Michigan, on the proposed Third Amended and Restated Development Plan and Tax Increment Finance Plan for the authority district of the Local Development Financing Authority.

2. The City Clerk of the City of Sterling Heights shall give notice to the public, in the form attached as Exhibit A, of the public hearing by causing notice:

(a) To be published in the Sentry newspaper – Sterling Heights edition, a weekly newspaper of general circulation in the City of Sterling Heights, on March 16, 2016 and March 23, 2016.

(b) To be mailed by certified mail, return receipt requested, to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the tax increment financing plan is approved on or before April 19, 2016.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED:

STATE OF MICHIGAN)

COUNTY OF MACOMB) SS.

I, the undersigned, the duly qualified and acting City Clerk of the City of Sterling Heights, County of Macomb, State of Michigan, do certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Sterling Heights at a regular meeting held on the 1st day of March, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have set my official signature, this 1st day of _____ March, 2016.

MARK CARUFEL, City Clerk

CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN

NOTICE OF PUBLIC HEARING ON THE PROPOSED THIRD AMENDED AND RESTATED LOCAL DEVELOPMENT PLAN AND TAX INCREMENT FINANCE PLAN FOR THE AUTHORITY DISTRICT OF THE LOCAL DEVELOPMENT FINANCING AUTHORITY

PLEASE TAKE NOTICE that a public hearing shall be held before the City Council of the City of Sterling Heights, on Tuesday, April 19, 2016, at 7:30 p.m. at the Council Chambers located at 40555 Utica Road, Sterling Heights, Michigan, on the Third Amended and Restated Development Plan and Tax Increment Finance Plan proposed for the authority district of the Local Development Financing Authority.

PLEASE TAKE FURTHER NOTICE that the legal description of the authority district and its relation to highways, streets, streams, and other improvements and natural features is presented below:

The district is generally located between Mound Road to the west, Van Dyke to the east, and 14 Mile Road to the south and M-59 to the north.

Section 4:

The East half of the West half of Section 4, Also Parcel Numbers 10-04-251-004, 10-04-401-001, 10-04-451-002, 10-04-451-003, 10-04-451-005, 10-04-451-006

Section 8:

Parcel Numbers 10-08-426-009, 10-08-426-014, 10-08-426-016, 10-08-476-010, 10-08-476-004, 10-08-476-013, 10-08-476-012, 10-08-476-011

Section 9:

All of Section 9 **Excluding** the following Parcel Numbers 10-09-226-011, 10-09-200-040, 10-09-200-045, 10-09-200-046, 10-09-200-011, 10-09-200-031, 10-09-200-044, 10-09-200-043, 10-09-200-016, 10-09-200-010, 10-09-277-007, 10-09-276-016, 10-09-200-028

All of Section 16

Section 17:

All of the platted subdivision named Parkridge Industrial Sub. No. 1, Parkridge Industrial Sub. No. 2, Parkridge Industrial Sub. No. 3, and Parkridge Industrial Sub. No. 4

Also Parcel Numbers 10-17-200-007, 10-17-226-032, 10-17-226-004, 10-17-226-045, 10-17-226-046, 10-17-226-047, 10-17-226-048, 10-17-226-049, 10-17-276-006, 10-17-276-006, 10-17-200-006, 10-17-276-008

All of Section 21

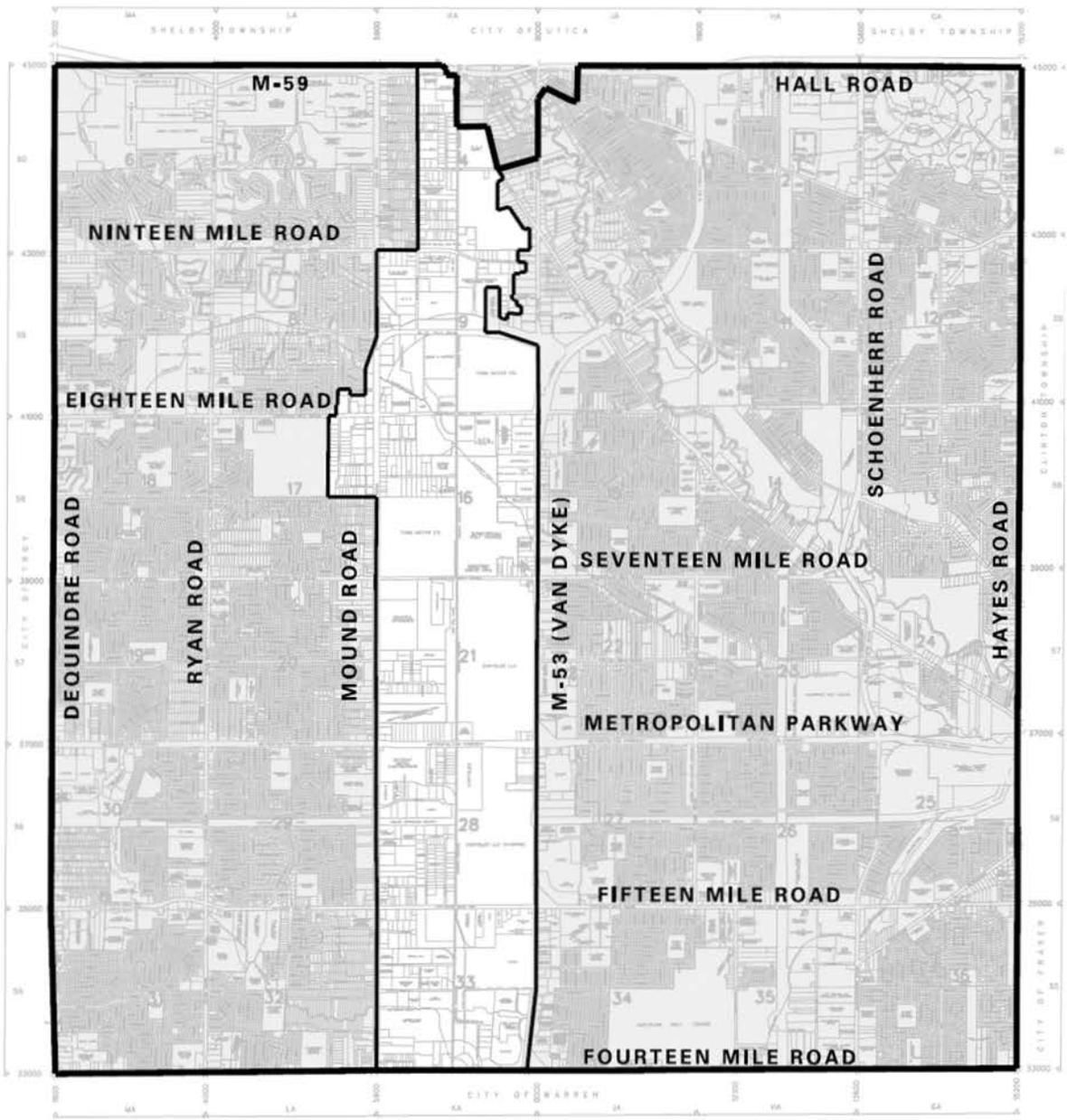
All of Section 28

All of Section 33

PLEASE TAKE FURTHER NOTICE that a map, plats, and a description of the Third Amended and Restated Development Plan and Tax Increment Finance Plan, are available for public inspection at the Office of the City Clerk at the address stated above. The Third Amended and Restated Development Plan and Tax Increment Finance Plan does not include any proposal resulting in the displacement or requiring the relocation of families or individuals from the authority district.

PLEASE TAKE FURTHER NOTICE that all aspects of the Third Amended and Restated Development Plan and Tax Increment Finance Plan will be open for discussion at the public hearing and interested person shall be provided an opportunity to speak and deliver written communications.

MARK CARUFEL, CITY CLERK



TECHNOLOGY ADVANCEMENT SMARTZONE
OF STERLING HEIGHTS



STERLING HEIGHTS, MICHIGAN



PREPARED BY
ENGINEERING DEPARTMENT
REVISED 7-21-07



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

City Clerk's Use

Item No: **3-L**
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To reschedule the date of the first regular City Council meeting for May, 2016 from May 3, 2016 to May 4, 2016.

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

The first regular meeting of the City Council for the month of May, 2016 is set for Tuesday, May 3, 2016. Since establishing this meeting date in July, 2015, the Warren Consolidated Schools scheduled a special school election to take place on Tuesday, May 3, 2016 for district voters to consider a bond proposition.

Rule 2 from the City Council's Governing Body Rules of Procedure provides:

Regular meetings of the Council shall be held in public on the first and third Tuesdays of each month at 7:30 P.M. in the Council Chambers of the Sterling Heights Civic Center; provided, however, when the first or third Tuesday of a month shall be a legal holiday or election day, then, and in that event, the regular meeting of the Council shall be held on the following day.

Due to scheduling of the special election on May 3rd, the City Council needs to move the date of the first regular meeting in May, 2016 to the following day, being Wednesday, May 4, 2016 at 7:30 p.m. Consistent with past practice, the City Clerk will provide the appropriate notice of this rescheduling in conformity with Michigan's Open Meetings Act if approved by the City Council.

Suggested Action:

MOVED BY:

SECONDED BY:

Resolved, to reschedule the first regular City Council meeting for May, 2016 from Tuesday, May 3, 2016 at 7:30 p.m. to Wednesday, May 4, 2016 at 7:30 p.m. and direct the City Clerk to provide the appropriate notice as required by Michigan's Open Meetings Act.

FILED

16 FEB -4 PM 3: 35

CARHELLA SABAUGH
MACOMB COUNTY CLERK
MT. CLEMENS, MICHIGAN

**WARREN CONSOLIDATED SCHOOLS DISTRICT
COUNTIES OF MACOMB AND OAKLAND, MICHIGAN**

At a regular meeting of the Board of Education of the Warren Consolidated Schools District, Counties of Macomb and Oakland, Michigan (the "School District"), held in the School District on the 3rd day of February, 2016, at 7:00 p.m., local time.

PRESENT: Members: SUSAN TROMBLEY, MEGAN PAPASIAN - BEADWELL, I. SUSAN
KATTILA, BRIAN WHITE, BENJAMIN LAZARUS, ELAINE MARTIN
KATRINA SCHLAG

ABSENT: Members: NONE

**RESOLUTION APPROVING BOND PROPOSITION TO
BE VOTED ON AT A SPECIAL SCHOOL ELECTION**

The following preamble and resolution were offered by Member ELAINE MARTIN and supported by Member BRIAN WHITE

WHEREAS, the School District is contemplating undertaking various capital improvements to facilities within the School District which include improvements to school facilities to enhance safety and security and other purposes and the acquisition of technology and school buses (collectively the "Projects");

WHEREAS, the School District is of the opinion that in order to finance the Projects, a bonding proposition should be submitted to the electors at a Special School Election;

WHEREAS, the School District is a Michigan general powers school district operating under the Revised School Code, as amended, and as such the School District's elections are governed by the Michigan Election Law, Act 116, Public Acts of Michigan, 1954, as amended (the "Michigan Election Law");

WHEREAS, the School District desires to submit a bonding proposition to the electors at a Special School Election to be held on May 3, 2016, which election will be conducted by the School District's Election Coordinator;

WHEREAS, Michigan Election Law requires that the School District certify the ballot language for any proposals to be submitted for voter approval at an allowable election date to the School District's Election Coordinator not later than 4:00 p.m., on the twelfth Tuesday before the election date;

WHEREAS, the School District desires to approve the above referenced bonding proposition and to authorize the Superintendent or his designee to certify the bonding proposition to the School District's Election Coordinator.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE WARREN CONSOLIDATED SCHOOLS DISTRICT, COUNTIES OF MACOMB AND OAKLAND, MICHIGAN THAT:

1. The "School Improvement Bond Proposition" attached hereto as Exhibit A, is hereby approved and shall be submitted to the electors at a Special School Election to be held on May 3, 2016.

2. The Superintendent or his designee are authorized to certify the above-referenced Proposition to the School District's Election Coordinator on or before 4:00 p.m. on February 9, 2016, which is not later than the twelfth Tuesday before the Special School Election to be held on May 3, 2016.

3. The Superintendent or his designee are further authorized to take any and all action required under Michigan Election Law with regard to the Special School Election to be held on May 3, 2016.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

AYES: Members SUSAN TROMBLEY, MELAN PAPASIAN - BRIDARWELL I, SUSAN KATTULA, BRIAN WHITE, BENJAMIN LAZARUS, ELAINE MARTIN, KAITLYNN SCHWAB

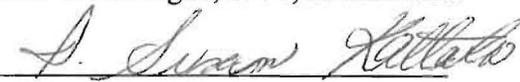
NAYS: Members NONE

MOTION CARRIES: 7-0

RESOLUTION DECLARED ADOPTED.


I. Susan Kattula
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the Warren Consolidated Schools District, Counties of Macomb and Oakland, Michigan, hereby certifies that the foregoing is a true and complete copy of a Resolution adopted by the Board of Education at a regular meeting held on February 3, 2016, the original of which Resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended.


I. Susan Kattula
Secretary, Board of Education

OFFICIAL BALLOT**WARREN CONSOLIDATED SCHOOLS DISTRICT
COUNTIES OF MACOMB AND OAKLAND
STATE OF MICHIGAN****SCHOOL IMPROVEMENT BOND PROPOSITION**

Shall the Warren Consolidated Schools District, Counties of Macomb and Oakland, State of Michigan, borrow the sum of not to exceed One Hundred Thirty Four Million Five Hundred Thirty Thousand (\$134,530,000) Dollars and issue its general obligation unlimited tax bonds therefor, in one or more series, for the purpose of paying for the cost of the following projects:

- Remodeling, equipping, re-equipping, furnishing, re-furnishing school buildings, playgrounds, athletic fields and other facilities;
- Acquiring and installing technology equipment and technology infrastructure in school buildings and other facilities; and
- Preparing, developing and improving sites at school buildings, playgrounds, athletic fields and other facilities and the purchase of school buses?

YES _____

NO _____

The maximum number of years any series of bonds may be outstanding, exclusive of refunding, is not more than twenty (20) years; the estimated millage that will be levied to pay the proposed bonds in the first year is 1.30 mills (which is equal to \$1.30 per \$1,000 of taxable value); and the estimated simple average annual millage that will be required to retire each series of bonds is 2.58 mills annually (\$2.58 per \$1,000 of taxable value).

If approved by the voters, the bonds will be guaranteed by the State under the School Bond Qualification and Loan Program (the "Program"). The School District currently has \$75,540,000 of qualified bonds outstanding and \$0 of qualified loans outstanding under the Program. The School District does not expect to borrow from the Program to pay debt service on these bonds. The estimated computed millage rate required to be levied to pay the proposed bonds may change in the future based on changes in certain circumstances

(Pursuant to State law, expenditure of bond proceeds must be audited, and the proceeds cannot be used for teacher, administrator or employee salaries, repair or maintenance costs or other operating expenses.)



AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider approval of a request by Sterling Group Limited LLC for a variance to construct a cul de sac roadway in excess of 800 feet for ingress and egress to the Sterling Enterprise Park; Case No. PSP15-0048 (Presentation – Chris McLeod, City Planner).

Submitted By: Office of Planning

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

Administration (initial as applicable)

Attachments

Table with 4 columns: Initials, Title, Attachment Name, and Checkmark. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager. Attachments include Resolution, Ordinance, Contract, and Minutes.

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

Executive Summary

Introduction - Sterling Group Limited LLC, a Michigan limited liability company (Applicant), has made application to the City for a variance to facilitate the construction of a 2,900 foot cul de sac roadway that will provide the sole ingress and egress to the new Sterling Enterprise Park.

Background / Proposal – The new Sterling Enterprise Park will be developed on 155 acres situated along the north side of 17 Mile Road, between Van Dyke and Mound Road. This site has approximately 1,300' of frontage on 17 Mile Road and a depth of approximately 3,900'.

Under Applicant's proposed site plan, the Sterling Enterprise Park will consist of seven large, developable parcels to be split from the 155-acre parent parcel via land divisions. Two additional land divisions will create parcels dedicated to storm water retention under the ownership of the City.

The long cul de sac is necessitated by the lack of another access point to the site. Applicant considered connections to Enterprise Drive to the north and Van Dyke to the east. However, both options would necessitate crossing the Plumbrook Drain. Crossing the drain requires a review by the Environmental Protection Agency, Michigan Department of Environmental Quality, and the Macomb County Public Works Office and would be cost prohibitive to construct.

the west requires a crossing of railroad right of way that runs along the entire western length of the property.

In lieu of undertaking the cost prohibitive connections, Applicant proposes to construct a 2,900 foot cul de sac roadway. In support of this proposal, Applicant submitted a map depicting other cul de sac roads in excess of 800 feet that provide ingress and egress to industrial parks. The roadways and their approximate lengths (as determined by taking measurements from City mapping) are provided below: The number in parenthesis represents the number on the map provided by the applicant.

- Enterprise Drive (1*) – 1,350 feet
- Sims Drive (2) – 2,450 feet
- Yearego Drive (3) – 1,350 feet
- Elmridge (4) – 800 feet
- Ford Country Lane (5) – 1,200 feet
- Progress Drive (6) – 1,700 feet
- Wall Street (7) - 1,800 feet
- R Mancini Drive (8) – 1,700 feet

*The number in parenthesis represents the number on the attached map provided by Applicant.

Within Sections 9, 16, and 21 of the City's industrial corridor, there are at least eight (8) examples of where cul de sacs or single access roadways have been developed in the City which either equal or exceed 800 feet. Simms Drive, at approximately 2,450 feet, is the only cul-de-sac which approaches the length of roadway being proposed by Applicant. However, it should be noted that the overall depth of the Sterling Enterprise Park (approximately 3,900 feet) exceeds the parcel depth of any of the previously developed industrial parks in the City serviced by cul de sacs.

Variance Requirements – The Subdivision Regulations, Ordinance No. 196, provides in relevant part:

SECTION 7.01. [GENERALLY.]

The City Planning Commission may recommend to the City Council a variance from the provisions of this ordinance on a finding that undue hardship may result from strict compliance with specific provisions or requirements of the ordinance or that application of such provision or requirement is impractical. The Planning Commission shall only recommend variances that it deems necessary to or desirable for the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable affect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be recommended unless the Planning Commission finds after a hearing:

A. That there are such special circumstances or conditions affecting said property that the strict application of the provisions of this ordinance would clearly be impractical or unreasonable. In such cases the subdivider shall first state his or her reasons in writing as to the specific provision or requirement involved and submit them to the Planning Commission;

- B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;
- C. That such variance will not violate the provisions of Public Act 288 of 1967, as amended, the State Subdivision Control Act;
- D. That such variance will not have the effect of nullifying the interest and purpose of this ordinance and the Comprehensive Development Plan of this city;
- E. The Planning Commission shall include its findings and the specific reasons therefor in its report of recommendations to the City Council and shall also record its reasons and actions in its minutes.

The City Council, upon receipt of the recommendation of the Planning Commission, may grant a variance in accordance with the requirements of this section of the ordinance.

Findings and Recommendation - The Office of Planning has reviewed Applicant's request for a variance from the subdivision regulations to facilitate the construction of a 2,900 foot cul-de-sac roadway and made the following findings:

1. As proposed, the roadway will be the sole access for the development of the entire 155 acre site.
2. As proposed, the roadway will provide access to a total of seven (7) developable sites of significant size.
3. That within close proximity of the proposed development there are at least eight (8) instances where the length of cul-de-sac is either equal to or exceeds the permitted length established by Ordinance.
4. That the overall property depth of the property is approximately 3,900 feet and the development of a cul-de-sac limited to 500-800 feet in length may yield a majority of the property undevelopable.
5. That the extension of the roadway to provide a second means of access is limited to the west, north, and east by physical limitations including the rail corridor and the Plumbrook Drain.
6. That a traffic assessment has been conducted and has presented analysis that indicates that the intersection of the proposed roadway and 17 Mile Road will operate at an acceptable level.
7. That the extension of the cul-de-sac will not be contrary to the requirements of the Michigan Land Division Act.
8. That the Sterling Heights Fire Department has reviewed the request and advised that it does not anticipate any operational difficulties or public safety concerns arising from the roadway cul-de-sac exceeding 800 feet in length.
9. That the full development of this property, located within the center of the City's industrial corridor is within the best interest of the City, its residents, and businesses by increasing tax base, job opportunities and general economic development.

At the regular meeting of February 11, 2016, the Planning Commission adopted these findings and voted unanimously (9 – 0) to recommend that the City Council APPROVE the requested Variance, Case No. PSP15-0048.

To specifically mitigate a potential stacking of traffic attempting to exit onto eastbound and westbound 17 Mile Road during peak traffic hours, the City is including a condition that will require Applicant (or future parcel owners) to install a traffic signal at a future date. The proposed entrance for Sterling Enterprise Park aligns with one of the 17 Mile entrances to the Sterling Heights Assembly Plant. A traffic assessment provided by Applicant does not specifically suggest the need for a traffic signal at this location; however, the City has experienced ingress and egress issues at similar sites and needs to be in a position to ensure that public safety is not compromised. A traffic signal is considered critical to effectively and safely move trucks and vehicles off-site.

Based upon the aforementioned findings and the recommendation by the Planning Commission, the Office of Planning is recommending that the City Council APPROVE the variance requested by Applicant, subject to the terms and conditions set forth in the attached Notice of Variance.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the request by Sterling Group Limited LLC for a variance to construct a cul de sac roadway in excess of 800 feet for ingress and egress to the Sterling Enterprise Park, Case No. PSP15-0048, subject to the terms and conditions of the Notice of Variance.

NOTICE OF VARIANCE

CASE: PSP15-0048

7191 Associates, LLC, a Michigan limited liability company (“Property Owner”) of P.O. Box 31-0737, Detroit, MI 48231, is the property owner of real property located at 7191 17 Mile Road, Sterling Heights, Macomb County, Michigan, being more particularly described as: See legal description on attached Exhibit A.

Property Owner requested a certain variance from the terms of the Sterling Heights Subdivision Regulations to permit a cul-de-sac road in excess of 800 feet, specifically a 2900 foot cul-de-sac road.

The City Council, at its meeting of March 1, 2016, approved the requested variance, subject to certain express conditions set forth in the Motion of Approval (the “Motion”). A copy of the Motion including the conditions of approval is attached as Exhibit B.

NOW THEREFORE, in consideration of the favorable decision of the City of Sterling Heights City Council in granting such variance, the Property Owner covenants and agrees to comply with all of the express conditions set forth in the Motion approving the variance. The Property Owner acknowledges that a breach of any or all of the specified conditions is grounds for termination of the variance.

The terms and conditions of this variance shall run with the Property (and any parcels created from it by land division) and shall inure to the benefit of and bind the Property Owner, its successors and assigns, and any subsequent transferees of the Property described on Exhibit A or any resultant parcels created from the Property by land division.

PETITIONER/OWNER(S):

7191 ASSOCIATES, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

The foregoing Notice of Variance was acknowledged before me this ____ day of February, 2016 by _____, _____ of 7191 Associates, LLC, a Michigan limited liability company, on behalf of the limited liability company.

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

Prepared By:

Clark A. Andrews
O'REILLY RANCILIO P.C.
One Sterling Town Center
12900 Hall Road, Suite 350
Sterling Heights, MI 48313-1151
(586) 726-1000

After Recording Return to:

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

EXHIBIT A
(Legal Description of the Property)

Land situated in the City of Sterling Heights, County of Macomb, State of Michigan, described as follows:

T2N, R12E SEC 16, COMM AT SE COR SEC 16; TH N89*23'00"W 1325.88 FT, TO POB; TH N89*23'00"W 1309.05 FT; TH N00*06'37"E 2598.68 FT; TH N00*00'57"E 1317.08 FT; TH S89*36'02"E 1329.40 FT; TH S00*29'29"W 1314.36 FT; TH S00*21'08"W 33.63 FT; TH S89*24'55"E 241.86 FT; TH S38*57'44"E 168.59 FT; TH N89*24'55"W 348.67 FT; TH S00*21'08"W 660.99 FT; TH S89*28'16"E 596.50 FT; TH S00*10'24"W 99.30 FT; TH S89*11'13"E 411.84 FT; TH S00*10'00"W 65.0 FT; TH S89*30'28"E 222.86 FT; TH S00*40'23"W 327.65 FT; TH N88*52'45"W 554.92 FT; TH S00*41'01"W 905.65 FT; TH N89*23'00"W 167.27 FT; TH N00*33'33"E 260.00 FT; TH S89*23'00"W 335.17 FT; TH N00*21'24"E 42.98 FT; TH S59*19'00"W 195.74 FT; TH S00*14'00" W 590.24 FT TO POB.
142.36 AC.

02-21-05: Split/Comb 10-16-476-008 & 10-16-401-004 into
10-16-476-029 & 10-16-401-005

Property address: 7191 17 Mile Road
Parcel No.: _____

EXHIBIT B

City Council

PSP15-0048

MOTION

Motion by _____, supported by _____, in case PSP15-0048, 7191 Associates, LLC, 7191 17 Mile Road, to approve the variance with the following conditions:

1. That the decision of the City Council will remain valid and in force as long as the facts and information presented to the City Council during the meeting are found to be correct, and that the conditions upon which the motion is based are forever maintained as presented to the City. The petitioner agrees to abide by and comply with all the ordinances of the City of Sterling Heights and the regulations of every lawful agency or governing authority now or hereafter in force.
2. Notice of the approval of the variance shall be delivered to the City Clerk's office within 60 days after the approval date of the applicable meeting minutes for recording with the Macomb County Register of Deeds. Failure to file this notice shall serve as grounds to revoke the variance.
3. A Hold Harmless Agreement, in favor of the City of Sterling Heights, shall be delivered to the City Clerk's office within 60 days after the approval date of the applicable meeting minutes for recording with the Macomb County Register of Deeds. Failure to file this agreement shall serve as grounds to revoke the variance.
4. That the applicant shall install a traffic signal at the intersection of Sterling Enterprise Park and 17 Mile Road at applicant's expense meeting City specifications if deemed necessary by the City of Sterling Heights for reasonable traffic flow and safety, provided that if the property is divided and/or sold, each parcel created by the land division shall be responsible for its pro rata share of the cost of the traffic signal calculated on the basis of the ratio of the developable acreage of each parcel divided by the total acreage of the entire property that is divided, multiplied by the cost of the traffic signal (i.e. if a divided parcel contains developable property equal to 20% of the total acreage of the entire property, such divided parcel would be responsible for 20% of the cost of the traffic signal). The City may collect a pro rata share of the cost as a condition of approval for the division of the property by parcel splits.
5. That the roadway design at the entrance be designed in conformance with the traffic assessment provided by the applicant to allow for dedicated right and left turn lanes to 17 Mile Road and an extended vehicle stacking area along the boulevard entrance.
6. That the site plan meet all requirements of the City's Zoning Ordinance, Subdivision Regulations and planning standards and be approved by the City's Planning Department.
7. That the site plans meet all requirements and standards of the City's Engineering Department.

Ayes: _____

Nays: None

Absent: None

Motion Carried.

CERTIFICATION OF ADOPTION

I, Mark Carufel, City Clerk of the City of Sterling Heights, do hereby certify that the above Motion, including the conditions of approval, was duly adopted by the Sterling Heights City Council on the ____ day of _____, 2016.

Mark Carufel
CITY CLERK

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

PSP15-0048

This Agreement made this _____ day of February, 2016, by 7191 Associates, LLC, a Michigan limited liability company, of P.O. Box 31-0737, Detroit, MI 48231, hereinafter referred to as "Owner", for the benefit of the City of Sterling Heights, a Michigan municipal corporation, of 40555 Utica Road, Sterling Heights, Michigan 48311, hereinafter referred to as "City".

On January 13, 2016, Owner requested a variance from the terms of the Sterling Heights Subdivision Regulations to permit construction of a 2900 foot cul-de-sac road on property commonly known as 7191 17 Mile Road, Sterling Heights, more particularly described as: see attached legal description – Exhibit A.

The Sterling Heights City Council granted the variance requested by Owner, upon certain conditions, one of which was that the Owner provide a Hold Harmless/Indemnification Agreement for the benefit of the City.

NOW, THEREFORE, in consideration of the granting of the variance, it is agreed as follows:

1. To the fullest extent permitted by law, Owner agrees to defend, pay on behalf of, hold harmless and indemnify the City, its elected and appointed officials, board and commission members, employees, and others working on behalf of the City against any and all claims, demands, suits and losses, including all costs connected therewith, including reasonable attorney fees incurred in connection with the defense of any such claim, demand, suit or loss and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, board and commission members, employees, and others working on behalf of the City, by reason of the granting of the variance requested by Owner from the City Council, including bodily injury and death, and/or property damage, including the loss thereof, arising from any of the actions of the City Council.

2. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the Owner and subsequent transferees of the Property described on Exhibit A, and of any resultant parcels created from the Property by land division.

The Owner has executed this Agreement on the ____ day of February, 2016.

PETITIONER/OWNER(S):

7191 ASSOCIATES, LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

The foregoing Hold Harmless and Indemnification Agreement was acknowledged before me this ____ day of February, 2016, by _____, _____ of 7191 Associates, LLC, a Michigan limited liability company, on behalf of the limited liability company.

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

Prepared By:

Clark A. Andrews
O'REILLY RANCILIO P.C.
One Sterling Town Center
12900 Hall Road, Suite 350
Sterling Heights, MI 48313-1151
(586) 726-1000

After Recording Return to:

CITY CLERK - Office of Planning
City of Sterling Heights
40555 Utica Road
P. O. Box 8009
Sterling Heights, MI 48311-8009

EXHIBIT A
(Legal Description of the Property)

PSP15-0048

Land situated in the City of Sterling Heights, County of Macomb, State of Michigan, described as follows:

T2N, R12E SEC 16, COMM AT SE COR SEC 16; TH N89*23'00"W 1325.88 FT, TO POB; TH N89*23'00"W 1309.05 FT; TH N00*06'37"E 2598.68 FT; TH N00*00'57"E 1317.08 FT; TH S89*36'02"E 1329.40 FT; TH S00*29'29"W 1314.36 FT; TH S00*21'08"W 33.63 FT; TH S89*24'55"E 241.86 FT; TH S38*57'44"E 168.59 FT; TH N89*24'55"W 348.67 FT; TH S00*21'08"W 660.99 FT; TH S89*28'16"E 596.50 FT; TH S00*10'24"W 99.30 FT; TH S89*11'13"E 411.84 FT; TH S00*10'00"W 65.0 FT; TH S89*30'28"E 222.86 FT; TH S00*40'23"W 327.65 FT; TH N88*52'45"W 554.92 FT; TH S00*41'01"W 905.65 FT; TH N89*23'00"W 167.27 FT; TH N00*33'33"E 260.00 FT; TH S89*23'00"W 335.17 FT; TH N00*21'24"E 42.98 FT; TH S59*19'00"W 195.74 FT; TH S00*14'00" W 590.24 FT TO POB.
142.36 AC.

02-21-05: Split/Comb 10-16-476-008 & 10-16-401-004 into
10-16-476-029 & 10-16-401-005

Property address: 7191 17 Mile Road
Parcel No.: _____



PLANNING COMMISSION
Staff Report

APPLICANT: PSP15-0048 – 7191 ASSOCIATES

RECOMMENDATION FOR VARIANCE FOR MAXIMUM LENGTH OF CUL-DE-SAC

FEBRUARY 11TH, 2016

SUMMARY:

Requested Action: Request for recommendation to City Council of variance to Ordinance #196, the City of Sterling Heights's Subdivision Ordinance to allow a cul-de-sac road of over eight hundred (800) feet in length.

Proposal: Industrial Roadway

Location: North side of 17 Mile Road between Mound Road and Van Dyke in Section 16.

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

Existing Land Use: Vacant Golf Course

Master Land Use Plan Designation: Transitional

PROPOSAL:

The applicants have requested a variance to the City's standard for the maximum length of a cul-de-sac. The maximum length of a cul-de-sac as stated in the City's Ordinances is 500 feet, and that standard can be modified by the Planning Commission to allow a cul-de-sac of up to 800 feet without a variance being requested. Any extension beyond 800 feet requires a variance be granted. Since the provision is within the City's Subdivision Ordinance, the variance procedure is not the same as that as a provision found in the Zoning Ordinance. The process for granting a variance to the Subdivision Ordinance is review and recommendation by the Planning Commission and final consideration by the City Council. The following is the variance provision found in the City's Subdivision Regulations:

The City Planning Commission may recommend to the City Council a variance from the provisions of this ordinance on a finding that undue hardship may result from strict compliance with specific provisions or requirements of the ordinance or that application of such provision or requirement is impractical. The Planning Commission shall only recommend variances that it deems necessary to or desirable for the public interest. In making its findings, as required herein below, the Planning Commission shall take into account

the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable affect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be recommended unless the Planning Commission finds after a hearing:

- A. That there are such special circumstances or conditions affecting said property that the strict application of the provisions of this ordinance would clearly be impractical or unreasonable. In such cases the subdivider shall first state his or her reasons in writing as to the specific provision or requirement involved and submit them to the Planning Commission;
- B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;
- C. That such variance will not violate the provisions of Public Act 288 of 1967, as amended, the State Subdivision Control Act;
- D. That such variance will not have the effect of nullifying the interest and purpose of this ordinance and the Comprehensive Development Plan of this city;
- E. The Planning Commission shall include its findings and the specific reasons therefor in its report of recommendations to the City Council and shall also record its reasons and actions in its minutes.

The applicants are proposing to construct a 2,900 foot cul-de-sac on the former Sunnybrook Golf Course site. The cul-de-sac will provide the sole access to the 155 acres of property that is primarily zoned for industrial use. If the road is approved and constructed, individual developable sites will be split off, via individual land divisions, and then developed independently. As currently shown on the plans, a total of seven (7) developable sites are intended along with two (2) sites dedicated for storm water retention/detention.

The rationale as provided by the applicant for the requested variance is that no viable secondary access point exists. The applicants have explored potential connections to Simms Drive to the west as well as Enterprise Drive to the north and Van Dyke to the east. The potential connections to the north and to the east would require the roadway to traverse the Plumbrook Drain. A crossing of the drain would likely require review by the Environmental Protection Agency, Michigan Department of Environmental Quality and the Macomb County Public Works Office and be very costly to construct. The connection to the west to Simms Drive would require the crossing of the railroad corridor which runs along the entire western length of the property.

The applicant as a part of their submitted materials has also provided a map depicting other areas of the City's industrial corridor where cul-de-sac lengths exceed that permitted by Ordinance. The roadways and their approximate lengths (as determined by taking measurements from City mapping) are provided below. The number in parenthesis represents the number on the map provided by the applicant.

- Enterprise Drive (1) – 1,350 feet
- Sims Drive (2) – 2,450 feet
- Yearego Drive (3) – 1,350 feet
- Elmridge (4) – 800 feet
- Ford Country Lane (5) – 1,200 feet
- Progress Drive (6) – 1,700 feet
- Wall Street (7) - 1,800 feet
- R Mancini Drive (8) – 1,700 feet

As can be seen, within Sections 9, 16, and 21 of the City's industrial corridor there are at least eight (8) examples of where cul-de-sacs or single access roadways have been developed in the City which either equal or exceed both the 500 and 800 foot lengths as established by the Ordinance. Simms Drive at approximately 2,450 feet is the only cul-de-sac which approaches the length of roadway as requested by the applicants. However, it should be noted that the overall depth of the Sunnybrook Golf Course parcel appears to be deeper than any of the other properties noted. The overall property depth of the Sunnybrook Golf Course, as measured from south to north, is approximately 3,900 feet.

Further, the Fire Department was consulted in regards to the proposed length of cul-des-sac. The Fire Department commented that the length of the road should not be an issue, and that if necessary, the Fire Department would utilize individual business drives for turn-arounds if necessary. In addition, the boulevard entrance was also seen as a positive to provide additional emergency access if necessary.

The Sunnybrook Golf Course is one of the few substantial remaining developable industrial properties within the City. This property has historically been zoned for industrial purposes and lies centrally within the City's overall industrial corridor. The depth of the property (approximately 3,900) feet could suggest that a longer cul-de-sac may be necessary to provide access to the entire property and to allow the entire property to be utilized and the full economic impact of the property to be realized.

The applicants have provided a traffic assessment for the property which provides an assessment of proposed traffic generation, the anticipated turning movements to and from the site, as well as the overall impact on the surrounding roads/intersections due to the increase in traffic. The traffic assessment indicates that no considerable intersection capacity issues are expected during the AM and PM peak hours. The traffic volume increase on the roadways due to the added site traffic is expected to be minimal on all the study area roadways and that the roadways have the capacity to manage the traffic increase. The traffic assessment does make the recommendation that the exit of the industrial park provide both a dedicated right turn lane as well as a dedicated left turn lane. This will help with allowing traffic existing the site and heading westbound even if traffic is backed up waiting to turn left out of the site. The site plan may need to be amended to reflect the additional roadway length of available stacking to accommodate the dedicated exit lanes (this may also increase the length of the entry boulevard). This can be accomplished as the plans continue the review process if the variance is granted.

During the preliminary reviews of the site plan and discussions with the developer, concerns have been raised regarding the possible need for a traffic signal at the intersection of the entrance of Sterling Enterprise Park and 17 Mile Road. The proposed entrance for Sterling Enterprise Park also aligns with one of the entrance/exits to the Chrysler plant on the south side of 17 Mile Road. The traffic assessment provided by the applicant does not specifically suggest the need for a traffic light in this area and that the intersection will operate at acceptable levels. However, the operational levels will be at a low level of service during certain periods of the day. It may be appropriate to continue the exploration of installing a traffic light in this location to provide more efficient turning movements, especially for truck traffic entering and exiting the site.

RECOMMENDATION:

Based upon the facts presented by the applicant and within the Office of Planning staff report, as well as any additional findings presented at the public hearing, and due to the fact that:

1. As proposed, the roadway will be the sole access for the development of the entire 155 acre site.
2. As proposed, the roadway will provide access to a total of seven (7) developable sites of significant size.
3. That within close proximity of the proposed development there are at least eight (8) instances where the length of cul-de-sac is either equal to or exceeds the permitted length established by Ordinance.
4. That the overall property depth of the property is approximately 3,900 feet and the development of a cul-de-sac limited to 500-800 feet in length may yield a majority of the property undevelopable.
5. That the extension of the roadway to provide a second means of access is limited to the west, north, and east by physical limitations including the rail corridor and the Plumbrook Drain.
6. That a traffic assessment has been conducted and has presented analysis that indicates that the intersection of the proposed roadway and 17 Mile Road will operate at an acceptable level.
7. That the extension of the cul-de-sac will not be contrary to the requirements of the Michigan Land Division Act.
8. That the Sterling Heights Fire Department has reviewed the request and advised that it does not anticipate any operational difficulties or public safety concerns arising from the roadway cul-de-sac exceeding 800 feet in length.
9. That the full development of this property, located within the center of the City's industrial corridor is within the best interest of the City, its residents, and businesses by increasing tax base, job opportunities and general economic development.

It is recommended that the Planning Commission forward a recommendation to City Council to approve the request for PSP15-0048 for 7191 Associates LLC, a variance request for a cul-de-sac of 2,900 feet in length subject to the following conditions:

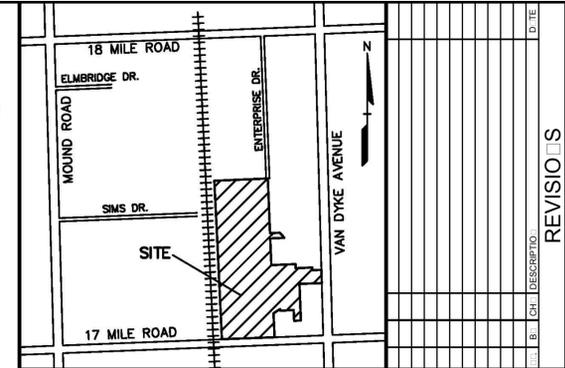
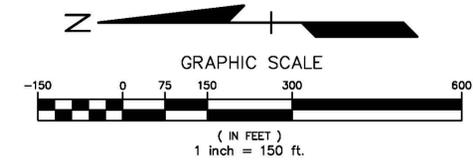
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5. That the roadway design at the entrance be designed in conformance with the traffic assessment provided by the applicant to allow for dedicated right and left turn lanes to 17 Mile Road and an extended vehicle stacking area along the boulevard entrance.
6. That the site plan meet all requirements of the City's Zoning Ordinance, Subdivision Regulations and planning standards and be approved by the City's Planning Department.
7. That the site plans meet all requirements and standards of the City's Engineering Department.

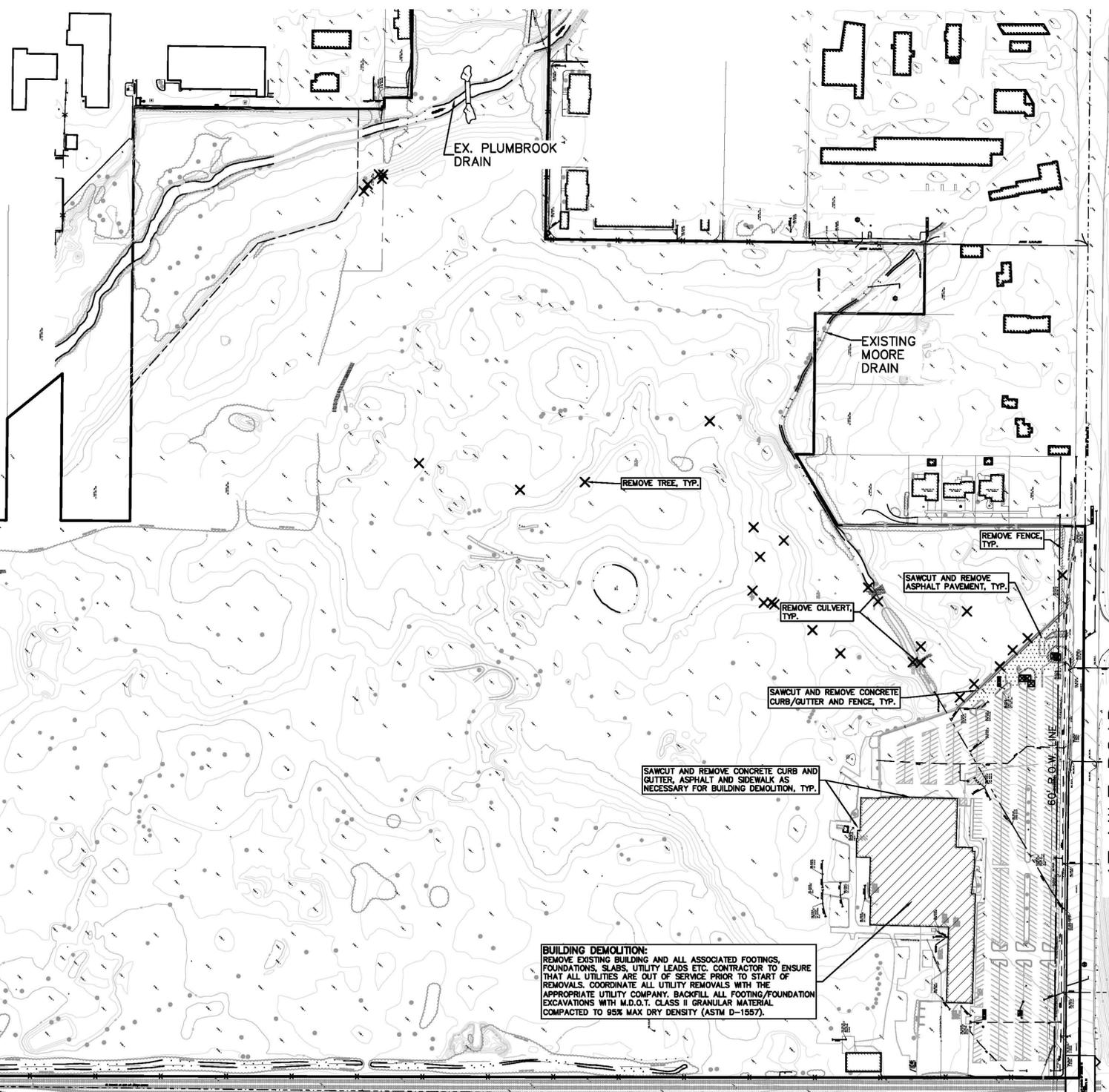
GENERAL DEMOLITION NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT:

1. ALL MATERIAL TO BE REMOVED, WHETHER SPECIFICALLY NOTED IN THE PLANS OR NOT, SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF OFF-SITE IN A LEGAL MANNER. NO ON-SITE BURY OR BURN PITS SHALL BE ALLOWED.
2. ALL DEMOLITION WORK SHALL CONFORM TO ALL LOCAL CODES AND ORDINANCES.
3. STAGING/PHASING OF DEMOLITION AND CONSTRUCTION IS TO BE COORDINATED WITH THE OWNER AND THE CONTRACTOR PRIOR TO CONSTRUCTION.
4. SPECIFIC DEMOLITION ITEMS HAVE BEEN INDICATED ON THE PLANS AS A GUIDE TO THE GENERAL SCOPE OF THE WORK. IT IS THE INTENT THAT THESE ITEMS SHALL BE COMPLETELY REMOVED BY THE CONTRACTOR ABOVE AND BELOW GROUND, UNLESS SPECIFICALLY NOTED OTHERWISE. AND THAT DEMOLITION WILL INCLUDE BUT WILL NOT NECESSARILY BE LIMITED TO THESE ITEMS. CONTRACTOR SHALL VISIT SITE TO VERIFY EXISTING CONDITIONS AND EXTENTS OF THE DEMOLITION THAT WILL BE REQUIRED PRIOR TO SUBMITTING A BID.
5. REMOVE ALL STRUCTURES DESIGNATED FOR REMOVAL ACCORDING TO THE DEMOLITION PLAN. THIS INCLUDES FOUNDATIONS, FOOTINGS, FOUNDATION WALLS, FLOOR SLABS, UNDERGROUND UTILITIES, CONCRETE, ASPHALT, TREES, ETC.
6. THE CONTRACTOR SHALL, AS A MINIMUM, PROVIDE TREE PROTECTION FENCING AROUND EXISTING TREES TO BE SAVED THAT ARE WITHIN 15' OF CONSTRUCTION ACTIVITIES AND AS INDICATED IN THE PLANS OR PER LOCAL AGENCY REQUIREMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP, NOISE, DUST CONTROL, STREET SWEEPING AND HOURS OF OPERATION IN ACCORDANCE WITH THE LOCAL CODES.
8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNAGE, MARKINGS, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES TO PROTECT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC PER AGENCY REQUIREMENTS AND IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) LATEST EDITION.
9. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO CONFIRM THAT UTILITY LEADS HAVE BEEN TAKEN OUT OF SERVICE PRIOR TO DEMOLITION.
10. ALL BUILDING GAS LEADS, METERS AND ASSOCIATED EQUIPMENT SHALL BE REMOVED AS SHOWN ON THE PLANS. COORDINATE ALL ASSOCIATED WORK WITH THE APPROPRIATE UTILITY COMPANY.
11. REMOVE ALL OVERHEAD AND UNDERGROUND ELECTRICAL LINES WITHIN THE AREA OF CONSTRUCTION AS SHOWN ON THE PLANS. COORDINATE SHUTDOWNS AND REMOVALS WITH DETROIT EDISON OR THE APPROPRIATE UTILITY COMPANY. (NOTE: PHONE AND CABLE T.V. SERVICES MAY ALSO BE LOCATED ON OVERHEAD LINES.)
12. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF SIGNS AND SUPPORTS WITHIN THE WORK AREA, AS NECESSARY TO FACILITATE CONSTRUCTION. SIGNS SHALL BE PROTECTED OR STOCKPILED FOR REUSE AS SPECIFIED IN THE PLANS OR AS REQUIRED BY THE AGENCY OF JURISDICTION. THE CONTRACTOR SHALL REPLACE ANY DAMAGED SIGNS AND SUPPORTS AT NO ADDITIONAL COST TO THE OWNER.
13. THE CONTRACTOR SHALL NOTIFY MISS DIG, THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.



REVISION



LEGEND

EXISTING	PROPOSED
● IRON FOUND	● SEC. CORNER FOUND
⊗ IRON SET	⊗ RECORDED
⊗ NAIL FOUND	⊗ MEASURED
⊗ NAIL & CAP SET	○ CALCULATED
— OH-ELEC-W-O —	— ELEC. PHONE OR CABLE TV OH. LINE, POLE & CUP WIRE
— OH-CATV —	— UNDERGROUND CABLE TV, CITY PEDESTAL
— UG-PHONE —	— UNDERGROUND U.S. CABLE, FIBERGLASS & MANHOLE
— UG-ELEC —	— ELECTRIC U.S. CABLE, MANHOLE, METER & HANDBOX
— GAS —	— GAS MAIN, VALVE & GAS LINE MARKER
— WATER —	— WATERMAIN, HYD. GATE VALVE, TAPPING SLAVE & VALVE
— SANITARY —	— SANITARY SEWER, CLEANOUT & MANHOLE
— STORM —	— STORM SEWER, CLEANOUT & MANHOLE
— C&G —	— CROWNED SEWER & MANHOLE
— S&M —	— SLOPE, ROUND & REINFORC. CATCH BASIN
— Y&D —	— INLET, YARD DRAIN
— P —	— POST INDICATOR VALVE
— W —	— WATER VALVE BOX/ADJUTANT VALVE BOX, SERVICE SHUTOFF
— M —	— MANHOLE, TRANSFORMER, REGULATION CONTROL VALVE
— U —	— UNKNOWN STRUCTURE
— S —	— SPOT ELEVATION
— C —	— CENTER LINE
— F —	— FENCE
— G —	— GUARD RAIL
— S —	— STREET LIGHT
— S —	— SIGN
— CONC. —	— CONCRETE
— ASPH. —	— ASPHALT
— GR —	— GRAVEL SHOULDER
— W —	— WEALD

REFERENCE DRAWINGS

WATER MAIN	CITY RECORD FILES FOR SECTION 16, DATED 07-24-08 & CITY RECORD 17 MILE ROAD PLAN, JOB No. 18340A
SANITARY SEWER	CITY RECORD FILES FOR SECTION 16, DATED 07-24-08 & CITY RECORD 17 MILE ROAD PLAN, JOB No. 18340A
STORM SEWER	CITY RECORD 17 MILE ROAD PLAN, JOB No. 18340A
ELECTRIC	DTE OUTSIDE SALES PRODUCT MAP, 346-396, DATED 06-30-15
TELEPHONE	AT&T FACILITIES MAP, 17 MILE & VAN DYKE, DATED 06-09-15
GAS	CONSOLIDATED ENERGY GAS DISTRIBUTION MAP, 02-42-16-1, 02-82-16-4, DATED 05-20-15
CATV	COMCAST CABLEVISION UTILITY LOCATION MAP, DATED 06-27-15
FLOOD PLAN	FEMA MAP No. 26095C0306, DATED 09-29-06
DRAIN	LEHNER & SONS, PLUMBROOK DRAIN PLAN, JOB No. 55-1043

DEMOLITION LEGEND:

ITEM TO BE PROTECTED	⊗
ITEM TO BE REMOVED	⊗
CURB/FENCE REMOVAL	⊗
CONCRETE PAVEMENT AND SIDEWALK REMOVAL	⊗
AREA OR ITEMS TO BE REMOVED	⊗
UTILITY REMOVAL	⊗
ASPHALT REMOVAL	⊗
TREE REMOVAL	⊗
SAWCUT LINE	⊗

BRIDGE DEMOLITION:
REMOVE EXISTING BRIDGE, DAM AND ALL ASSOCIATED FOOTINGS, FOUNDATIONS, SLABS, UTILITY LEADS ETC. CONTRACTOR TO ENSURE THAT ALL UTILITIES ARE OUT OF SERVICE PRIOR TO START OF REMOVALS, TYP.

EXISTING PLUMBROOK DRAIN

EXISTING 12" GAS MAIN & 12' WD. EASEMENT TO REMAIN

BUILDING DEMOLITION:
REMOVE EXISTING BUILDING AND ALL ASSOCIATED FOOTINGS, FOUNDATIONS, SLABS, UTILITY LEADS ETC. CONTRACTOR TO ENSURE THAT ALL UTILITIES ARE OUT OF SERVICE PRIOR TO START OF REMOVALS. COORDINATE ALL UTILITY REMOVALS WITH THE APPROPRIATE UTILITY COMPANY. BACKFILL ALL FOOTING/FOUNDATION EXCAVATIONS WITH M.D.O.T. CLASS II GRANULAR MATERIAL COMPACTED TO 95% MAX DRY DENSITY (ASTM D-1557).

17 MILE ROAD (CITY JURISDICTION)

PENN CENTRAL R.R.

NOTICE:
THE LOCATION OF ALL UTILITIES IS BASED ON THE CITY RECORD FILES FOR SECTION 16, DATED 07-24-08 & CITY RECORD 17 MILE ROAD PLAN, JOB No. 18340A. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NOT SHOWN ON THESE PLANS.

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811

MISS DIG System, Inc.
1-800-482-2222

PEA

PE, I

2430 RIVER C, SUITE 100
TROY, MI 48063-812
248.811.0
248.811.044

STERLING GROUP
333 WEST FORT STREET, SUITE 200
DETROIT, MICHIGAN 48221

DEMOLITION PLAN
STERLING ENTERPRISE PARK
PART OF THE E. ST. 12 OF SECTION 11, T. 02, R. 12E.
CITY OF STERLING HEIGHTS, MI COMB COU. T. 1, MICHIGAN

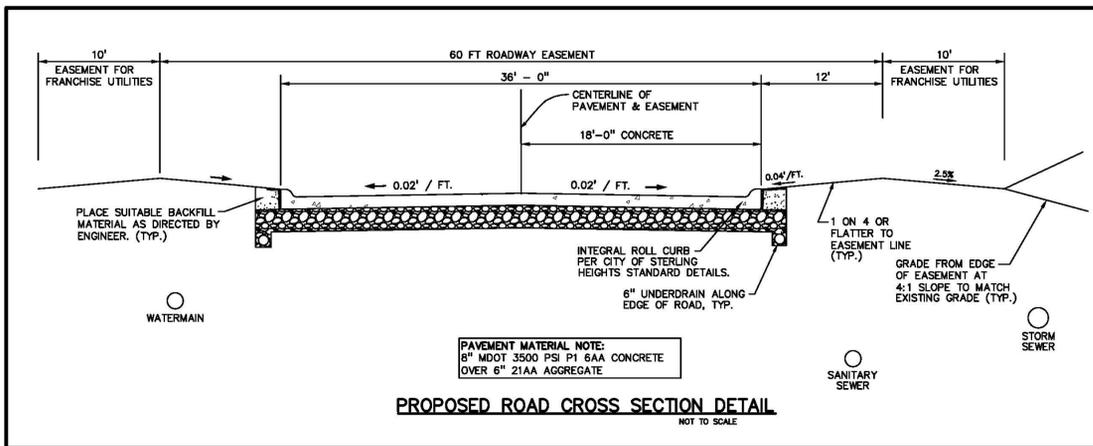
DES. DLB D.L. SUR. S.S. P.M.
S:\PROJECTS\2015\2015088\DWG\15088-10\POBASE.DWG
S:\PROJECTS\2015\2015088\DWG\CONSTRUCTION\BASE-15088.DWG
S:\PROJECTS\2015\2015088\DWG\SITE PLANS\V-TBLK-15088.DWG

ORIGINALLY ISSUED DATE: DECEMBER 23, 2015

PROJECT NO. 2015-088

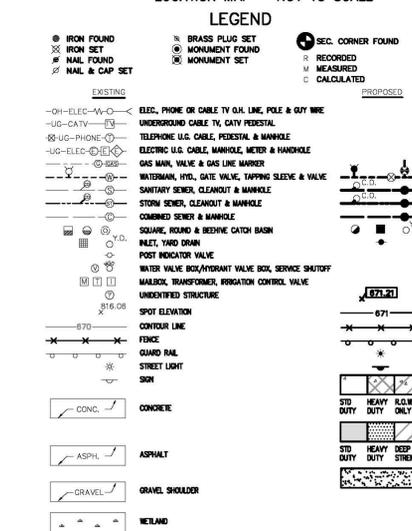
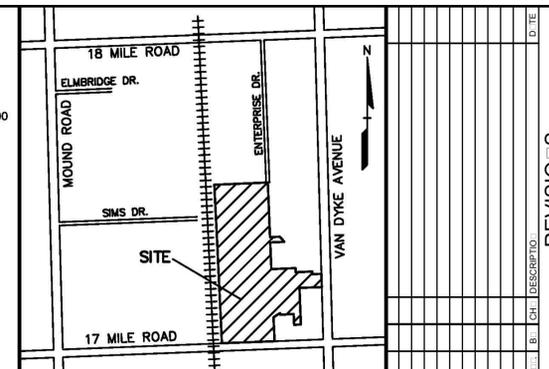
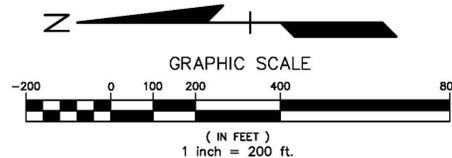
SCALE: 1" = 150'

DRUM NUMBER: C-1



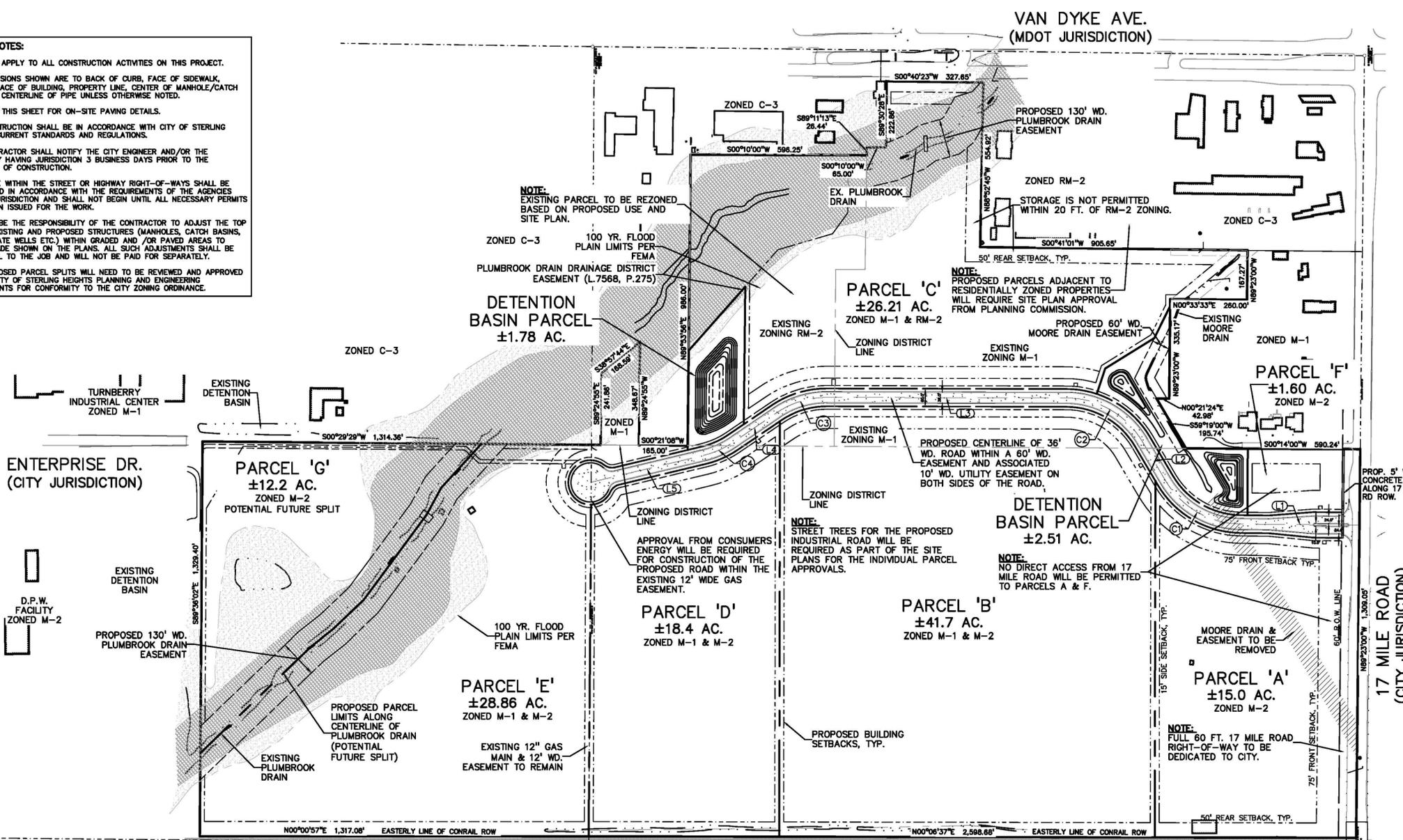
Line #	Direction	Length
L1	N00°37'00"E	402.46'
L2	N59°19'00"E	152.81'
L3	N00°06'37"E	812.00'
L4	N33°59'31"W	180.44'
L5	N13°23'11"W	394.05'

Curve #	Length	Radius	Delta	Ch. BRG.	Chord
C1	307.35'	300.00'	56°42'00"	N29°58'00"E	294.09'
C2	310.00'	300.00'	59°12'23"	N29°42'48"E	296.39'
C3	178.56'	300.00'	34°06'08"	N16°56'27"W	175.93'
C4	107.89'	300.00'	20°36'20"	N23°41'21"W	107.31'



GENERAL NOTES:
 THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
- REFER TO THIS SHEET FOR ON-SITE PAVING DETAILS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF STERLING HEIGHTS CURRENT STANDARDS AND REGULATIONS.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- ANY WORK WITHIN THE STREET OR HIGHWAY RIGHT-OF-WAYS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, INLETS, GATE WELLS ETC.) WITHIN GRADED AND /OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY.
- ALL PROPOSED PARCEL SPLITS WILL NEED TO BE REVIEWED AND APPROVED BY THE CITY OF STERLING HEIGHTS PLANNING AND ENGINEERING DEPARTMENTS FOR CONFORMITY TO THE CITY ZONING ORDINANCE.



NOTE:

- THE REQUIRED 17 MILE ROAD FRONTAGE TREES WILL BE INCORPORATED INTO THE 17 MILE ENTRANCE APPROACH PLAN THAT IS TO BE COORDINATED WITH THE CITY OF STERLING HEIGHTS.
- EACH PARCEL WILL BE RESPONSIBLE AS PART OF THEIR SITE PLAN APPROVAL TO PROVIDE THE NECESSARY SCREENING AND BUFFERING TO ADJACENT NON-LIKE PROPERTIES.
- A TREE PRESERVATION PERMIT WILL BE REQUIRED FOR SITE PLAN APPROVAL.
- NO STREET LIGHTING WILL BE PROVIDED AS PART OF THE PROPOSED ROAD AND INDUSTRIAL PARK IMPROVEMENTS.

SITE DATA TABLE:

OVERALL SITE AREA: 154.40 ACRES (6,725,506 SQ.FT.) GROSS
 152.59 ACRES (6,648,955 SQ.FT.) NET

ZONING: M-1, LIGHT INDUSTRIAL & M-2, HEAVY INDUSTRIAL

BUILDING INFORMATION:
 MAXIMUM ALLOWABLE BUILDING HEIGHT (M-1) = 35 FEET; BUILDING HEIGHT MAY EXCEED 35 FEET PROVIDED THAT YARD SETBACKS TO THAT POINT OF THE BUILDING WHICH EXCEEDS 35 FEET ARE INCREASED TWO FEET FOR EACH ADDITIONAL FOOT OF BUILDING HEIGHT OVER 35 FEET.
 MAXIMUM ALLOWABLE BUILDING HEIGHT (M-2) = 50 FEET; BUILDING HEIGHT MAY EXCEED 50 FEET PROVIDED THAT YARD SETBACKS TO THAT POINT OF THE BUILDING WHICH EXCEEDS 50 FEET ARE INCREASED TWO FEET FOR EACH ADDITIONAL FOOT OF BUILDING HEIGHT OVER 50 FEET.

BUILDING LOT COVERAGE = MEET ALL REQUIREMENTS FOR YARD SPACE, LANDSCAPING, SCREENING, OFF-STREET PARKING AND LOADING.

SETBACK REQUIREMENTS:
 M-1 & M-2 ZONING DISTRICT:
 FRONT SETBACKS: 75 FEET REQUIRED; 35 FEET IF BUILDING HEIGHT IS LESS THAN 30 FEET HIGH
 SIDE SETBACKS: 15 FEET REQUIRED
 REAR SETBACKS: 50 FEET REQUIRED
 PARKING SETBACK: NO PARKING PERMITTED WITHIN THE REQUIRED FRONT SETBACK

SITE SOILS INFORMATION:
 ACCORDING TO THE USDA NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY FOR MACOMB COUNTY, THE SITE CONSISTS OF THE FOLLOWING SOIL TYPES:
 S4A - SELFREDGE FINE SAND, 0 TO 2 PERCENT SLOPES
 S4B - SELFREDGE FINE SAND, 2 TO 8 PERCENT SLOPES
 L1 - LENAWEE CLAY LOAM
 S1 - SLOAN LOAM

REVISIONS

NO.	DATE	DESCRIPTION

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811

MISSISSIPPI SYSTEM, INC.
 1-800-482-1000

STERLING GROUP
 333 WEST FORT STREET, SUITE 200
 DETROIT, MICHIGAN 48221

OVERALL SITE PLAN
 STERLING ENTERPRISE PARK
 PART OF THE E. ST. 12 OF SECTION 11, T. 02 N., R. 12 E.,
 CITY OF STERLING HEIGHTS, MI COMB COUNTY, MICHIGAN

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]

ORIGINALLY ISSUED DATE: DECEMBER 23, 2015

PELLOB 0.20 5-088

SCALE: 1" = 200'

DRUMBER:

C-2.0

PROJECTS: 2015\2015088\DWG\15088-TOPOBASE.DWG
 XREF: S:\PROJECTS\2015\2015088\DWG\CONSTRUCTION.V-BASE-15088.DWG
 XREF: S:\PROJECTS\2015\2015088\DWG\SITE_PLANS.V-TBLK-15088.DWG

APPLICATION FOR SITE PLAN APPROVAL
CITY OF STERLING HEIGHTS

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

PLEASE PRINT OR TYPE ALL INFORMATION.

1. Proposed development name: STERLING ENTERPRISE PARK
2. Parcel address: 7191 17 MILE ROAD
3. Location of property is on the N side of 17 MILE ROAD
Road between VAN DYKE and MOUND in Section 16.

4. The property is presently zoned M-1, M-2, AND RM-2
5. The total site area is 154.4 acres.
6. Portion of total site area being developed is +/- 13.6 ACRES
7. It is proposed that the following building(s) will be constructed (indicate the number of buildings; whether they will be sold or retained under single ownership; and, if they are to be leased, the period of the lease.

PROPOSED INDUSTRIAL ROAD AND UTILITIES FOR FUTURE PARCEL SPLITS AND SITE PLAN DEVELOPMENT OF THE INDUSTRIAL PARK.

9. Present land owner:

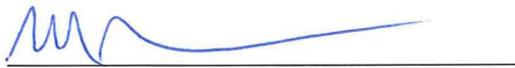
7191 ASSOCIATES E 17 MILE ROAD
(name) (address)
STERLING HEIGHTS, MI 48313 3-394-1155
(city) (state) (zip) (phone)

10. Applicant requesting site plan approval:

MATTHEW ROBERTSON 333 W FORT STREET SUITE 1350
(name) (address)
DETROIT MI 48226 313-394-1155
(city) (state) (zip) (phone)

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

OWNERS REPRESENTATIVE


Signature of Land Owner

MATTHEW M. ROBERTSON
Print Name


Signature of Applicant(s)

MATTHEW M. ROBERTSON
Print Name

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

COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS Sunnybrook Golf, Bowl & Motel, Inc., a/k/a Sunnybrook Golf, Bowl and Motel, Inc., a Michigan corporation as successor in interest to Mr. K. Real Estate, Inc., a Michigan corporation DBA Sunnybrook Golf and Bowl, ("Grantor") whose address is: 7191 East 17 Mile Road, Sterling Heights, MI 48078

Convey(s) to: 7191 Associates, LLC, a Michigan limited liability company, ("Grantee") whose address is: 333 W. Fort Street, Suite 1200, Detroit, MI 48226

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

SEE EXHIBIT A

Commonly Known as: 7191 East 17 Mile Road
Parcel ID No.: 10-16-401-005

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and 00/100 Dollars, (***\$1.00**) Dollars and other valuable consideration. REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED with this deed.

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

The Grantor covenants and agrees that the Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises or any part of them to be charged or encumbered in title, estate, or otherwise.

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

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

This is to certify that according to the County
Treasurer's records there are no tax liens
on this property and that the taxes are paid
for five years prior to the date on this instrument
except 20 _____ No 71763, TED B. WAHBY
Macomb County Treasurer BY 10/5
This certification does not include current taxes now
being collected. Date 11/2/15

Instrument Drafted by:
Randy Shank
7191 East 17 Mile Road
Sterling Heights, MI 48078

Send subsequent tax bills and recorded deed to:
Eli Halpern
333 W. Fort Street, Suite 1200
Detroit, MI 48226

E-29

6/19

le mls

C

EXHIBIT "A"

Land situated in the City of Sterling Heights, County of Macomb, State of Michigan

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

PARCELS 1, 2 AND 3 ALSO BEING DESCRIBED SM ~~FOR ANY PURPOSES~~ AS FOLLOWS:

Part of the Southwest 1/4 of the Northeast 1/4 of Section 16, part of the West 1/2 of the Southeast 1/4 of Section 16 and part of the East 1/2 of the Southeast 1/4 of Section 16, Town 2 North, Range 12 East, City of Sterling Heights, Macomb County, Michigan, described as: Commencing at the Southeast corner of said Section 16; thence North 89 degrees 23 minutes 00 seconds West, 1,325.88 feet to the Point of Beginning; thence North 89 degrees 23 minutes 00 seconds West, 1,309.05 feet; thence North 00 degrees 06 minutes 37 seconds East, 2,598.68 feet; thence North 00 degrees 00 minutes 57 seconds East, 1,317.08 feet; thence South 89 degrees 36 minutes 02 seconds East, 1,329.40 feet; thence South 00 degrees 29 minutes 29 seconds West, 1,314.36 feet; thence South 00 degrees 21 minutes 08 seconds West, 33.63 feet; thence South 89 degrees 24 minutes 55 seconds East, 241.86 feet; thence South 38 degrees 57 minutes 44 seconds East, 168.59 feet; thence North 89 degrees 24 minutes 55 seconds West, 348.67 feet; thence South 00 degrees 21 minutes 08 seconds West, 660.99 feet; thence South 89 degrees 28 minutes 16 seconds East, 596.50 feet; thence South 00 degrees 10 minutes 24 seconds West, 99.30 feet; thence South 89 degrees 11 minutes 13 seconds East, 411.84 feet; thence South 00 degrees 10 minutes 00 seconds West, 65.00 feet; thence South 89 degrees 30 minutes 28 seconds East, 222.86 feet; thence South 00 degrees 40 minutes 23 seconds West, 327.65 feet; North 88 degrees 52 minutes 45 seconds West, 554.92 feet; thence South 00 degrees 41 minutes 01 seconds West, 905.65 feet; thence North 89 degrees 23 minutes 00 seconds West, 167.27 feet; thence North 00 degrees 33 minutes 33 seconds East, 260.00 feet; thence North 89 degrees 23 minutes 00 seconds West, 335.17 feet; thence North 00 degrees 21 minutes 24 seconds East, 42.98 feet; thence South 59 degrees 19 minutes 00 seconds West, 195.74 feet; thence South 00 degrees 14 minutes 00 seconds West, 590.24 feet to the Point of Beginning.

Commonly Known as: 7191 East 17 Mile Road

Tax Parcel ID: 10-16-401-005

EXHIBIT B

- The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date.
- Oil and Gas Lease in favor of Jet Exploration, Inc., a Michigan Corporation, as disclosed by instrument recorded in Liber 5038, page 499. Ratification of Oil and Gas Lease recorded in Liber 5154, page 191 and Liber 5154, page 193. Assignment of Oil and Gas Leases recorded in Liber 5681, page 802. Partial Release of Oil and Gas Lease recorded in Liber 6113, page 916. Assignment and Bill of Sale recorded in Liber 6360, page 64. Assignment of Oil and Gas Leases recorded in Liber 6459, page 483, Liber 6459, page 486, Liber 6846, page 246, Liber 6899, page 970, Liber 6899, page 972, Liber 6909, page 589 and in Liber 6957, page 810. Assignment of Overriding Royalty Interest recorded in Liber 7294, page 602, Macomb County Records.
- Right-of-Way Grant in favor of Southeastern Michigan Gas Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 838, page 391, Macomb County Records, as to Parcel 1.
- Release of Right of Way in favor of the Board of County Road Commissioners, of Macomb County and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1177, page 68, Macomb County Records, as to Parcel 1.
- Release of Right of Way in favor of County of Macomb and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1177, page 445, Macomb County Records, as to Parcel 1.
- General Grant of Permanent Easement for Public Work Utilities in favor of County of Macomb and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4331, page 152, Macomb County Records, as to Parcel 3.
- Grant of Easement in favor of the City of Sterling Heights and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 4386, page 697, Macomb County Records, as to Parcel 3.
- Interest of others in the Oil, Gas and other Minerals in and under and that may be produced from captioned land as disclosed by Quit Claim Deed recorded in Liber 5038, page 498, Macomb County Records, as to Parcel 1.
NOTE: This exception pertains to subsurface rights only.
- Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 9935, page 830, Macomb County Records, as to Parcel 1.
- Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 10998, page 600, Macomb County Records, as to Parcel 3.
- Grant of Permanent Easement in favor of Moore Drain Drainage District and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 15761, page 753, Macomb County Records, as to Parcel 2.
- Grant of Easement in favor of Comcast of Sterling Heights, Inc., its successors and assigns and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 20840, page 138 and Liber 22170, page 197, Macomb County Records.
- Any rights, title interest or claim thereof to that portion of the land taken, used or granted streets, roads or highways.

- Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Plum Brook, or land created by fill or artificial accretion, as to Parcels 1 and 3.
- The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Plum Brook, as to Parcels 1 and 3.
- Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property.

5142051 PAGE 1 OF 3
LIBER 23736 PAGE 937
11/19/2015 11:26:00 A.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

WARRANTY DEED

50-11207242-GCM

KNOW ALL PERSONS BY THESE PRESENTS: That: Bridgestone Partners LLC, a Michigan limited liability company, ("Grantor")

the address of which is: 27947 Groesbeck, Roseville, MI 48066

convey(s) and warrant(s) to: 7191 Associates LLC, a Michigan limited liability company, ("Grantee")

the address of which is: 333 W. Fort Street, Suite 1350, Detroit, MI 48226

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

SEE EXHIBIT A

also known as Property Address: 39639 Van Dyke, Sterling Heights, MI 48313

~~Parcel ID No. 10-10-420-521-66~~

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

The Grantor grants to the Grantee the right to make All division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and 00/100 Dollars, (***\$1.00***) Dollars and other valuable consideration. REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED with this deed.

Subject to existing building and use restrictions, easements of record and zoning ordinances, if any.

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years prior to the date on this instrument except 20____ No 11891 TED B. WAHBY Macomb County Treasurer BY CT This certification does not include current taxes now being collected. Date 11.16.15

When Recorded return to:
Eli Halpern
333 W. Fort Street, Suite 1350
Detroit, MI 48226

Send Subsequent Tax Bills To:
Grantee

Drafted By:
Bradford Egan
27947 Groesbeck
Roseville, MI 48066
Assisted by: Greco Title Agency, LLC

EXHIBIT "A"

Land situated in the City of Sterling Heights,, County of Macomb, State of Michigan

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

Commonly Known as: 39639 Van Dyke

1	0	1	0	1	6	4	2	6	0	2	1
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7191 Associates LLC

PO Box 31-0737 Detroit MI 48231

Mr. Chris McLeod, ACIP
City Development
40555 Utica Road, P.O. Box 8009
Sterling Heights, MI 48311-8009

1/13/16

RE: Variance to build cul-de-sac road at 7191 17 Mile Road

Dear Mr. McCleod,

I hope this letter finds you well.

7191 Associates (Developer) is kindly requesting a variance to construct a cul-de-sac road in excess of the permitted by right 800 ft. The proposed 2,900 ft. concrete road will be constructed to be 36 ft. wide in accordance with industrial standards established by the City of Sterling Heights. The proposed road will tie in to the south existing entry at 17 Mile Road and accommodate a large cul-de-sac to the north. The road will be provided with all infrastructure required by the City including the installation of fire hydrants every 600 ft. along the road.

The developer has extensively reviewed options to provide secondary access points from the north (Enterprise Drive), east (Van Dyke Ave), and west (Simms Drive) and found that existing topographic and physical features create an extraordinary hardship to service the property from these access points (see attachment A). These include crossing EPA, MDEQ, and Macomb County regulated drains as well as an existing high volume train track system. There are many precedents for similarly configured cul-de-sacs at or beyond the length of the proposed drive adjacent to the property or within 1 – 2 miles (see attachment B).

After careful analysis with engineering consultants the developer has been assured that the proposed road will not negatively impact emergency access to the site or traffic along Mound, Van Dyke, and 17 Mile Road as defined by MDOT standards (see attachment C). Additionally, the proposed cul-de-sac has been determined to be the most efficient way to service the property and all proposed redevelopment. Current planning and interest in the park anticipates approximately 750,000 gsf of new development and the creation of at least 400 new jobs in the City of Sterling Heights.

We appreciate your consideration in this matter and will make ourselves and our project team available to discuss further at your convenience.

Regards,



Matthew Robertson

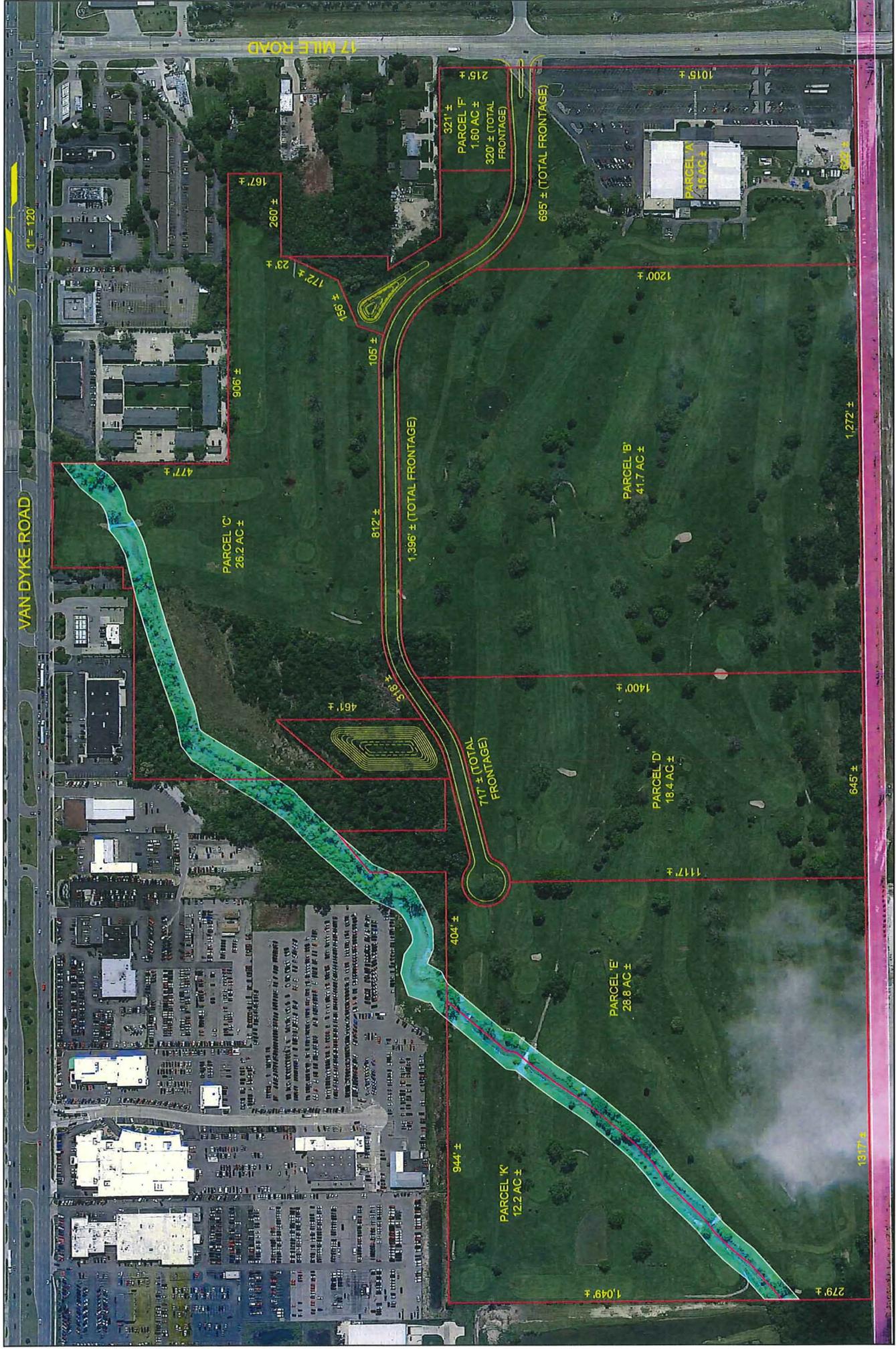
Encl: attachment A, attachment B, attachment C

RECEIVED

JAN 22 2016

**STERLING HEIGHTS
BUILDING SERVICES**

Attachment A



TRAFFIC ASSESSMENT INDUSTRIAL PARK STERLING HEIGHTS

LOCATED ON 17 MILE ROAD
STERLING HEIGHTS, MICHIGAN



JANUARY 2016

PREPARED FOR:
7179 ASSOCIATES
333 WEST FORD STREET, SUITE 1200
DETROIT, MICHIGAN 48226



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APPENDIX

1.0 INTRODUCTION

1.1 General

At the request of Sterling Group, the Mannik & Smith Group (MSG) has conducted a Preliminary Traffic Assessment for a proposed industrial park in Sterling Heights, Michigan. The development is to be located on the north side of 17 Mile Road between Van Dyke Avenue (M-53) and Mound Road. This proposed industrial park will have access to the existing roadway network via the north end of 17 Mile Road at the existing Sunnybrook Golf and Bowl recreational facility. At the time of this assessment study initial estimates show the industrial park could accommodate 750,000 square feet of Industrial use. This preliminary assessment will analyze the existing No Build and Build scenarios. The objectives of this assessment is to determine preliminary impacts, if any, that the proposed Industrial Park site and its access configuration will have on adjacent roadway traffic operations, and to develop recommendations for mitigating any impacts upon the completion of the proposed development. This preliminary assessment follows guidelines presented by the Michigan *Department of Transportation (MDOT)* and the local municipality.

1.2 Study Area and Summary of Proposed Sterling Enterprise Park Access

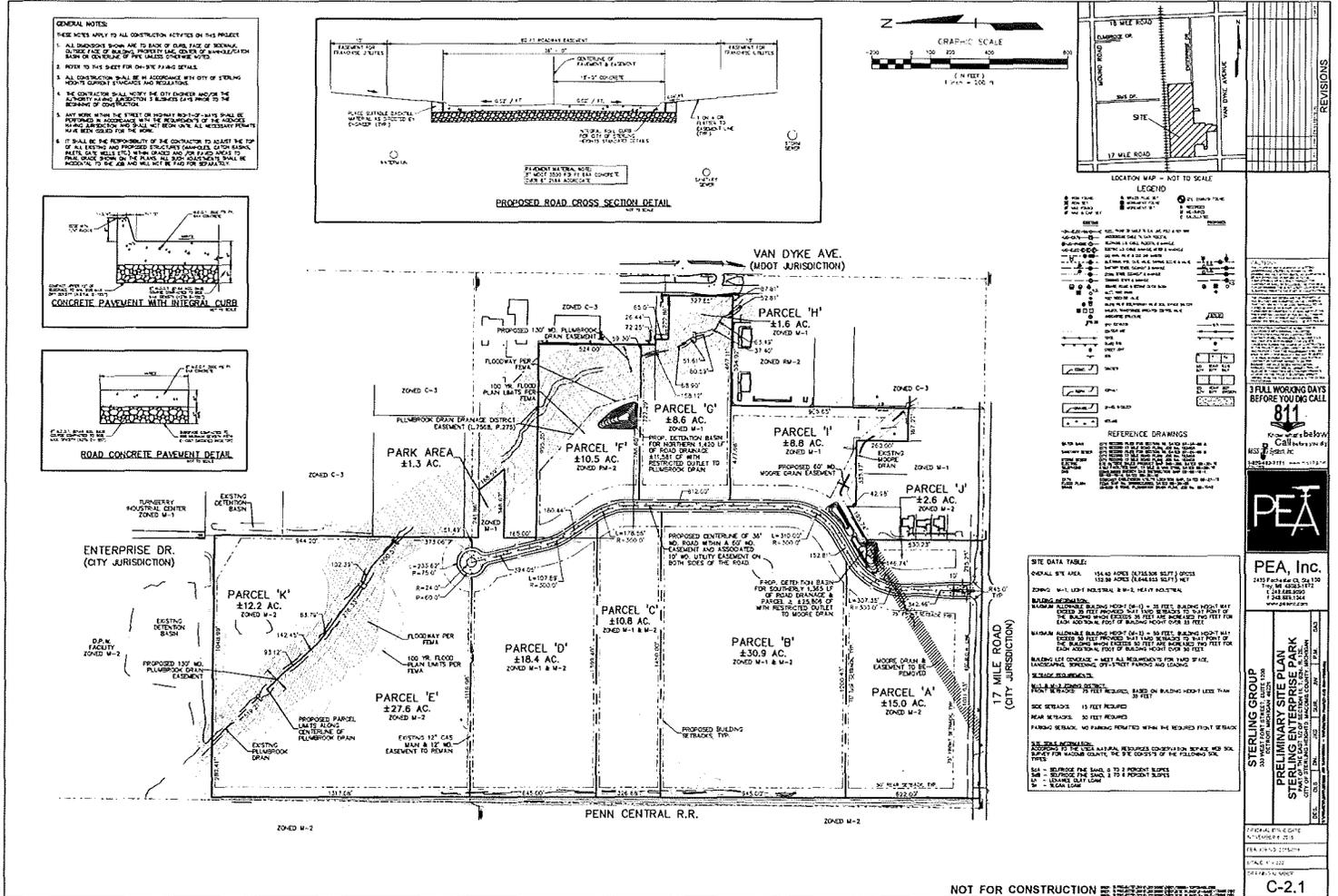
The site plan for the proposed Sterling Enterprise Park is illustrated in Figure 1. The site entrance will use the existing Sunnybrook Golf and Bowl recreational facility access on the north end of the unsignalized intersection on 17 Mile Road. The proposed full access driveway will be on 17 Mile Road connecting with Van Dyke Avenue (M-53) to the east and Mound Road to the west, as seen on the site plan. Based on the type and size of the proposed development and the likely area of influence for the development traffic, operations were analyzed at the following intersections:

1. Van Dyke Avenue (M-53) and 17 Mile Road (signalized)
2. Mound Road and 17 Mile Road (signalized)

1.3 Study Methodology

- **Hose counts** – In order to determine the ADT, historical counts provided by SEMCOG were collected for a 24 hour period in 2010 under weekday traffic conditions without any weather disturbances. Hose counts were collected for Van Dyke Avenue (M-53), Mound Road, and 17 Mile Road. Detailed hose count information can be found in the Appendix.
- **Trip Generation** – Peak hour trips were estimated using the Institute of Transportation Engineer's publication *Trip Generation, 9th Edition*. The Trip Generation estimates were calculated based on the Developments Land Use and size for the AM and PM peak hours, and used in the capacity analysis performed in this assessment. Detailed information regarding trip generation can be found in the Appendix.
- **Trip Distribution** – For trip distribution, the site trips for the Sterling Enterprise Park follow the directional distribution of traffic on 17 Mile Road (see Table 3.2).
- **Impact Analysis** – The capacity of the two study intersections were evaluated under the traffic volumes for the existing (2016) No Build conditions and the projected Build (with site traffic) conditions. Impacts were evaluated by comparing the results of the No Build and Build conditions. Storage length analyses were also conducted with and without project traffic.

Figure 1



2.0 EXISTING CONDITIONS

2.1 Existing Study Area Roadways

Existing study area roadways, adjacent land uses, traffic control devices, ADT's, and intersection lane uses are illustrated in Figure 2. The hose counts indicated that the weekday AM peak hour occurs from 7:00 AM to 8:00 AM, and the PM peak hour occurs from 2:00 PM to 3:00PM on 17 Mile Road. Detailed information regarding each of the study area roadways is provided below.

- **Van Dyke Avenue (M-53)** – Van Dyke Avenue (M-53) is a six (6) lane, two (2) way divided roadway with three (3) lanes in each direction. This roadway is oriented north to south and has an Average Daily Traffic (ADT) of 72,379 (collected from 2010 Hose Counts). Van Dyke Avenue has a posted speed limit of 45 miles per hour.
- **Mound Road** – Mound Road, is an eight (8) lane, two (2) way divided roadway with four (4) lanes in each direction. This roadway is oriented north to south and has an Average Daily Traffic (ADT) of 66,472 (collected from 2010 Hose Counts). Mound Road has a posted speed limit of 50 miles per hour.
- **17 Mile Road** – 17 Mile Road, is a five (5) lane, two (2) way roadway with two (2) lanes in each direction, with one (1) center left turn lane. This roadway is oriented east to west and has an Average Daily Traffic (ADT) of 21,942 (collected from 2010 Hose Counts). 17 Mile Road has a posted speed limit of 45 miles per hour.

3.0 PROPOSED SITE TRAFFIC

Projected AM and PM peak hour trips generated by the proposed development were estimated and the trips were distributed and assigned to the adjacent roadway network and site driveways.

3.1 Trip Generation

The Institute of Transportation Engineer's *Trip Generation Manual, 9th Edition* was used to estimate peak hour trips based on the land uses from the site plan. The site plan states that the Site will be split between two zones M-1 (Light Industrial) and M-2 (Heavy Industrial). Land Use Code 110 (General Light Industrial) and 120 (General Heavy industrial) were used to develop entering and exiting trips. As shown on the site plan, the light industrial portion of the site is 64.15 gross acres and the heavy industrial section of the site is 84.15 gross acres. The Trip Generation estimates for site trips are shown in Table 3.1 below.

Use (Land Use Code / Floor Area or Units)	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
General Light Industrial (LUC#110 / 64.15 Acre)	400	82	482	102	363	466
General Heavy Industrial (LUC#120 / 84.15 Acre)	138	28	167	38	144	182
Total New Trips	538	110	648	141	507	647

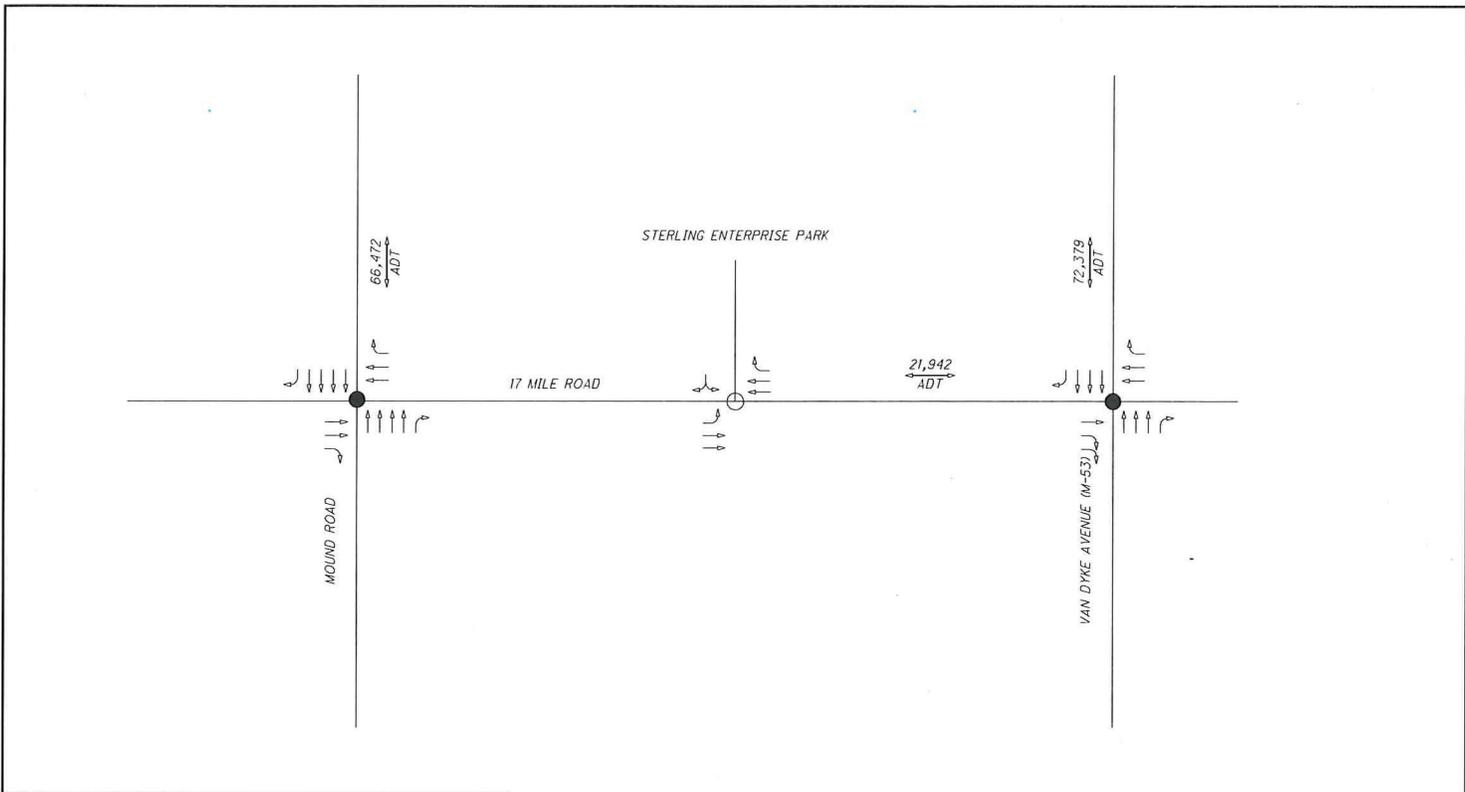
As shown in the table, during the AM peak hour, the proposed Sterling Enterprise Park would generate a total of 648 trips, with 83% of the trips entering (538 trips) and 17% of the trips (110 trips) exiting. During the PM peak hour, the proposed Sterling Enterprise Park would generate a total of 647 trips, with 22% entering (141 trips) and 78% exiting (507 trips).

3.2 Trip Distribution and Assignment

The proposed Sterling Enterprise Park's trip distribution is modeled after the patterns of the existing traffic distribution on 17 Mile Road, from the east and west direction. Table 3.2 shows the overall trip distribution percentages by direction for 17 Mile Road. At the intersections of Van Dyke Avenue (M-53) & 17 Mile Road and Mound Road and 17 Mile Road existing historical counts were used to distribute traffic volumes for each approach.

Table 3.2 Trip Distribution	
Directional Zone	Percentage of Total Inbound & Outbound (AM/PM)
From West	(25%/38%)
From East	(75%/62%)
TOTAL	(100%/100%)

Based on the information above, the site traffic was distributed to the adjacent roadway network based on the traffic patterns of the historical counts. The site traffic was then added to the No Build (without the proposed Sterling Enterprise Park development) scenarios to create the Build (with the proposed Sterling Enterprise Park development) scenarios. Traffic forecasts were then analyzed for the Build and No Build conditions. The total future traffic volumes for these scenarios are illustrated in Figures 3.



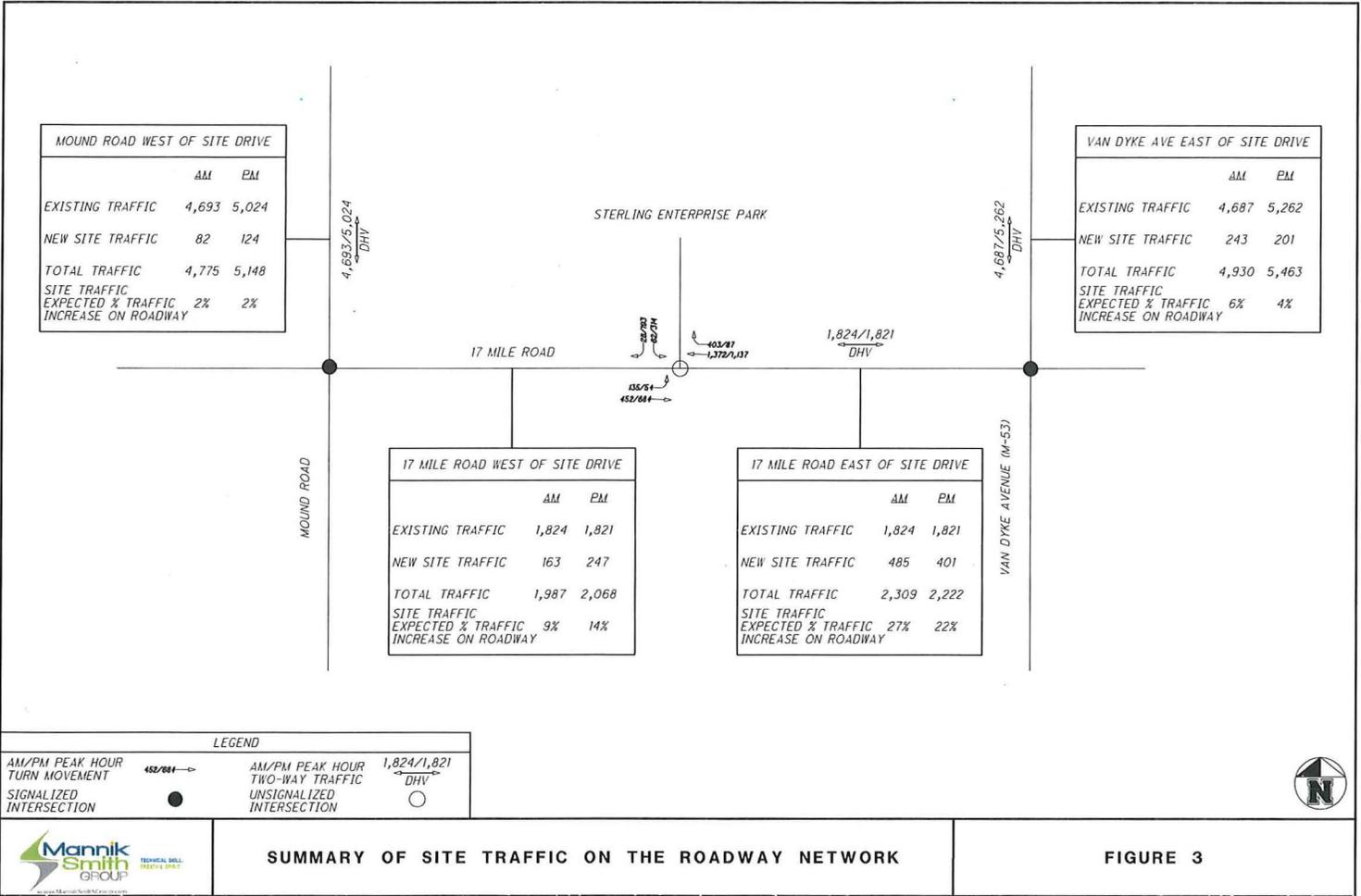
LEGEND

LANE CONFIGURATIONS	→	AVERAGE DAILY TRAFFIC	21,942 ADT
SIGNALIZED INTERSECTION	●	UNSIGNALIZED INTERSECTION	○



EXISTING ROADWAY CONFIGURATIONS

FIGURE 2



4.0 TRAFFIC ANALYSIS

4.1 Assessment of Site Traffic Impacts

The objective of the operational analysis for this study is to determine what impact, if any, the proposed Sterling Enterprise Park will have on traffic operations along adjacent roadways.

To quantify this impact, the traffic operations under the No Build (without site traffic) conditions were compared to the operations under the Build (with site traffic) conditions, in *HCS 2010*. *HCS 2010* analyzes intersections based on the expected level of service (LOS) and delay at each intersection. Table 4.1 provides information regarding the delay thresholds for LOS.

Level-of-Service (LOS)	Signalized Intersections Delay (seconds)	Operational Performance
A	< 10.0	Acceptable
B	10.1 – 20.0	
C	20.1 – 35.0	
D	35.1 – 55.0	Acceptable (but marginal)
E	55.1 – 80.0	Un-acceptable
F	> 80.0	Un-acceptable

A LOS A-D is considered acceptable and a LOS E-F would indicate that the traffic network is not performing satisfactorily and that changes need to be made to improve conditions. See the Appendix for the HCS capacity analysis reports.

4.2 Operations – AM & PM Peak Hour Conditions

The AM and PM traffic was evaluated traffic under the No Build and Build conditions based on the historical counts, the results are shown in Table 4.2.

Intersection	AM Peak Hour (LOS/Delay)		PM Peak Hour (LOS/Delay)	
	Without Site Traffic	With Site Traffic	Without Site Traffic	With Site Traffic
Van Dyke Ave (M-53) & 17 Mile Road	C / 21.3	C / 22.5	D / 40.0	D / 41.2
Mound Road & 17 Mile Road	B / 20.0	B / 20.0	B / 18.7	B / 18.7

*Overall Intersection LOS and Delay analyzed in HCS 2010

The proposed development appears to have minimal impact on traffic operations during the AM & PM peak hours. Under these conditions, both intersections are expected to experience a minimal increase in delay (less than a 2 second increase) and none are expected to degrade in LOS with site traffic added to the network. All three intersections will operate at acceptable LOS (D or better) under the AM & PM peak hour conditions.

The second method used to analyze the impacts of the site traffic on the existing roadway looked at the expected percentage increase of traffic for each movement with the addition of site traffic on the roadway; see Figure 3 for the results. In the AM & PM peak hours the following can be concluded.

- 17 Mile Road – The Volume of traffic on 17 Mile Road is expected to increase by twenty seven (27) percent at most due to site traffic. 17 Mile Road has the capacity to manage this traffic increase.
- Van Dyke Avenue (M-53) – The Volume of traffic on Van Dyke Avenue (M-53) is expected to increase by six (6) percent at most due to site traffic. The negligible traffic increase will have no effect on Van Dyke Avenue (M-53).
- Mound Road – The Volume of traffic on Mound Road is expected to increase by two (2) percent at most due to site traffic. The negligible traffic increase will have no effect on Mound Road.

None of the AM & PM peak hour conditions are considered to be problematic and no locations in the study area showed any capacity issues related to the additional traffic from the Sterling Enterprise Park site. As the operations are similar to the No Build conditions, the impacts appear to be minimal for the AM peak hour and do not necessitate the evaluation of mitigation treatments.

4.3 Site Access on 17 Mile Road

The existing 17 Mile Road and Site Drive intersection is unsignalized and has appropriate turn lanes already existing, so turn lanes warrant analyses was not needed. With the additional site trips being added to the roadway and specifically the eastbound left turn lane and westbound right turn lane, the lane needs for the site access are as follows.

- The existing center left turn lane has a sufficient length and can be converted into an eastbound left turn lane at the Site Drive intersection to accommodate the site traffic.
- The existing westbound right turn lane is 150 feet and with the 17 Mile Road and Site Drive intersections operating at an acceptable LOS no extension of the storage length is needed.
- The proposed Site Driveway was also analyzed and it is recommended that the southbound Site Driveway should have one (1) left and one (1) right turn lane that are both 425' long to accommodate the site traffic.

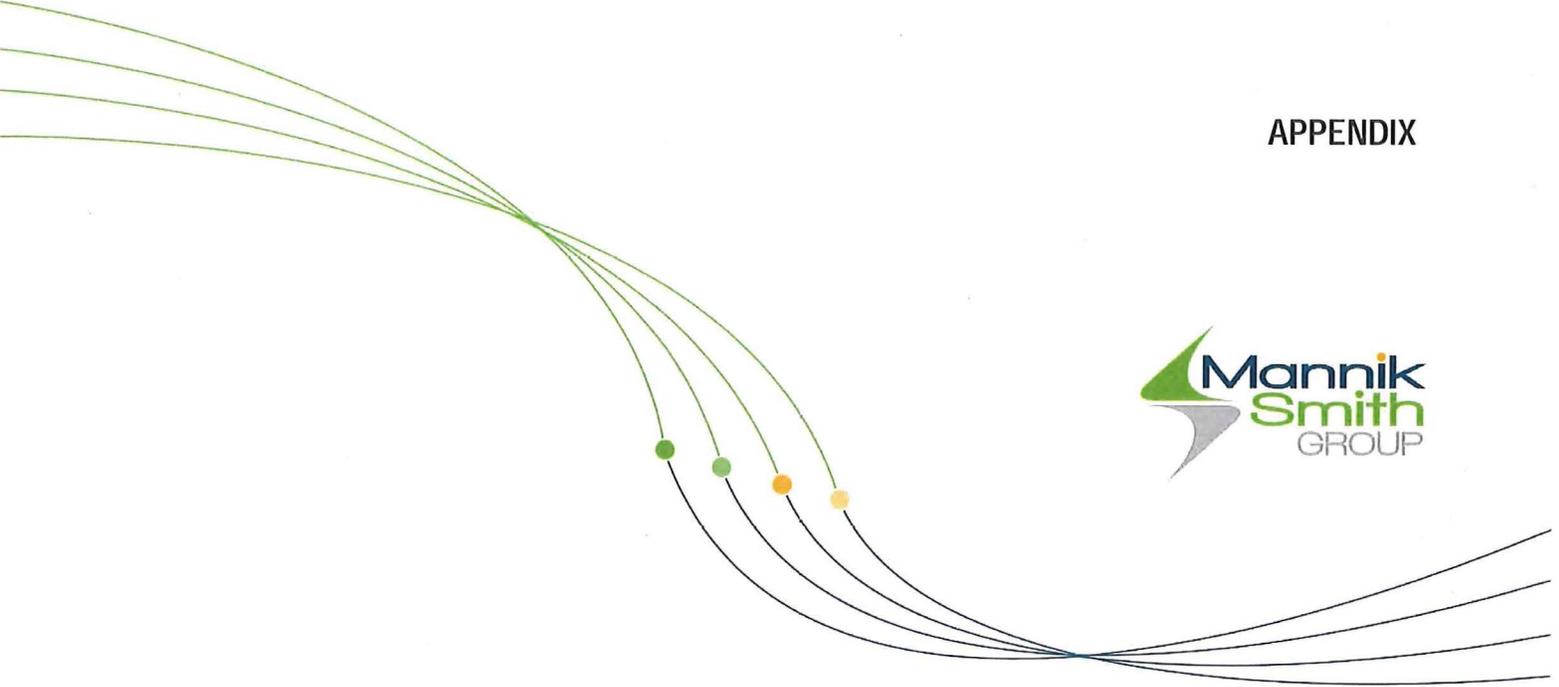
5.0 CONCLUSIONS AND RECOMMENDATIONS

This Preliminary Traffic Assessment analysis of the Sterling Enterprise Park site, showed the following conclusions.

- The existing No Build (without site traffic) conditions intersections within the study area all currently operate at acceptable LOS (D or better).
- Under the Build (with site traffic) conditions, no considerable intersection capacity issues are expected during the AM and PM peak hours. All movements will remain at the background LOS with the addition of site traffic, and are expected to operate at acceptable LOS (D or better).
- Under the Build (with site traffic) conditions the expected traffic volume increase on the roadways due to the added site traffic is expected to be minimal on all the study area roadways, and along with the acceptable intersection LOS it can be expected that the roadways have the capacity to manage the traffic increase.
- The existing westbound and eastbound turn lanes into the site will operate at an acceptable LOS with the addition of site traffic.
- It is recommended that the southbound Site Driveway should have one (1) left and one (1) right turn lane that are both 425' long to accommodate the site traffic.

This Traffic Assessment in accordance with the *MDOT* show no capacity or roadway issues of concern related to the additional traffic from the Sterling Enterprise Park site within the study area locations. No improvements are necessary to mitigate the impact of the site; the existing two signalized intersections are expected to operate acceptably. The site driveway should be constructed to the applicable Sterling Heights/Macomb County standards.

APPENDIX



SEMCOG 2010 Historical Count

Van Dyke				
SB		NB	TOTAL	
0:00-1:00	358	0:00-1:00	463	821
1:00-2:00	267	1:00-2:00	316	583
2:00-3:00	180	2:00-3:00	258	438
3:00-4:00	197	3:00-4:00	129	326
4:00-5:00	409	4:00-5:00	178	587
5:00-6:00	1,582	5:00-6:00	479	2,061
6:00-7:00	2,884	6:00-7:00	875	3,759
7:00-8:00	3,380	7:00-8:00	1,307	4,687
8:00-9:00	2,755	8:00-9:00	1,419	4,174
9:00-10:00	2,045	9:00-10:00	1,471	3,516
10:00-11:00	1,931	10:00-11:00	1,566	3,517
11:00-12:00	2,005	11:00-12:00	1,834	3,839
12:00-13:00	2,116	12:00-13:00	2,117	4,233
13:00-14:00	1,927	13:00-14:00	2,000	3,927
14:00-15:00	2,238	14:00-15:00	2,509	4,747
15:00-16:00	2,056	15:00-16:00	2,887	4,953
16:00-17:00	2,014	16:00-17:00	3,145	5,159
17:00-18:00	1,965	17:00-18:00	3,297	5,262
18:00-19:00	1,724	18:00-19:00	2,798	4,522
19:00-20:00	1,337	19:00-20:00	1,815	3,152
20:00-21:00	1,221	20:00-21:00	1,382	2,603
21:00-22:00	1,144	21:00-22:00	1,295	2,439
22:00-23:00	873	22:00-23:00	957	1,830
23:00-24:00	564	23:00-24:00	660	1,244

Mound				
NB		SB	TOTAL	
0:00-1:00	414	0:00-1:00	272	686
1:00-2:00	260	1:00-2:00	177	437
2:00-3:00	224	2:00-3:00	169	393
3:00-4:00	191	3:00-4:00	196	387
4:00-5:00	277	4:00-5:00	564	841
5:00-6:00	943	5:00-6:00	1,746	2,689
6:00-7:00	1,331	6:00-7:00	2,621	3,952
7:00-8:00	1,689	7:00-8:00	3,004	4,693
8:00-9:00	1,562	8:00-9:00	2,392	3,954
9:00-10:00	1,307	9:00-10:00	1,732	3,039
10:00-11:00	1,458	10:00-11:00	1,674	3,132
11:00-12:00	1,801	11:00-12:00	1,575	3,376
12:00-13:00	1,778	12:00-13:00	1,600	3,378
13:00-14:00	1,869	13:00-14:00	1,643	3,512
14:00-15:00	2,735	14:00-15:00	1,914	4,649
15:00-16:00	3,050	15:00-16:00	1,808	4,858
16:00-17:00	3,154	16:00-17:00	1,870	5,024
17:00-18:00	3,074	17:00-18:00	1,756	4,830
18:00-19:00	2,400	18:00-19:00	1,305	3,705
19:00-20:00	1,522	19:00-20:00	935	2,457
20:00-21:00	1,366	20:00-21:00	811	2,177
21:00-22:00	1,125	21:00-22:00	735	1,860
22:00-23:00	766	22:00-23:00	574	1,360
23:00-24:00	658	23:00-24:00	425	1,083

17 Mile				
EB		WB	TOTAL	
0:00-1:00	84	0:00-1:00	83	167
1:00-2:00	69	1:00-2:00	81	150
2:00-3:00	38	2:00-3:00	63	101
3:00-4:00	32	3:00-4:00	52	84
4:00-5:00	72	4:00-5:00	162	234
5:00-6:00	245	5:00-6:00	439	684
6:00-7:00	334	6:00-7:00	961	1,295
7:00-8:00	452	7:00-8:00	1,372	1,824
8:00-9:00	439	8:00-9:00	960	1,399
9:00-10:00	356	9:00-10:00	554	910
10:00-11:00	378	10:00-11:00	438	816
11:00-12:00	462	11:00-12:00	486	948
12:00-13:00	485	12:00-13:00	577	1,062
13:00-14:00	512	13:00-14:00	611	1,123
14:00-15:00	684	14:00-15:00	1,137	1,821
15:00-16:00	670	15:00-16:00	866	1,536
16:00-17:00	811	16:00-17:00	824	1,635
17:00-18:00	963	17:00-18:00	798	1,761
18:00-19:00	655	18:00-19:00	635	1,290
19:00-20:00	446	19:00-20:00	450	896
20:00-21:00	284	20:00-21:00	369	653
21:00-22:00	259	21:00-22:00	433	692
22:00-23:00	239	22:00-23:00	340	579
23:00-24:00	93	23:00-24:00	189	282

Traffic Impact Study

**ITE Trip Generation Rates:
Sterling Enterprise Park**

ITE Land Use: **General Light Industrial (110)**

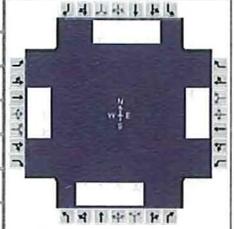
Acres	64	Source: <i>ITE Trip Generation, 9th</i>						
		64						
Peak Time Period		Trip Rate	ITE Formula	Directional Distribution		Generated Trips		
		Avg.		Enter	Exit	Average		
				Enter	Exit	Enter	Exit	Tot.
Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9		7.51	N/A	83%	17%	400	82	482
Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6		7.26	N/A	22%	78%	102	363	466

ITE Land Use: **General Heavy Industrial (120)**

Acres	84	Source: <i>ITE Trip Generation, 9th</i>						
		84						
Peak Time Period		Trip Rate	ITE Formula	Directional Distribution		Generated Trips		
		Avg.		Enter	Exit	Average		
				Enter	Exit	Enter	Exit	Tot.
Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9		1.98	-	83%	17%	138	28	167
Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6		2.16	-	21%	79%	38	144	182

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	MSG			Duration, h	1.00		
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other		
Jurisdiction		Time Period	AM Peak	PHF	0.90		
Intersection	17 Mile Road and Van Dyke	Analysis Year	2016	Analysis Period	1 > 7:00		
File Name	17 Mile Road and Van Dyke (without Site Traffic) AM Peak.xus						
Project Description	AM Peak Hour Traffic (with out Site Traffic)						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		181	271		686	50		1257	50		2694	686

Signal Information													
Cycle, s	120.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	39.1	70.9	0.0	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	2.0	2.0	0.0	0.0	0.0	0.0			
				Red	3.0	3.0	0.0	0.0	0.0	0.0			

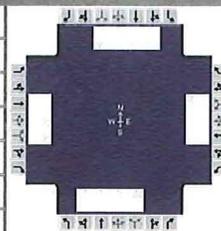
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		44.1		44.1		75.9		75.9
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		3.0		3.0
Queue Clearance Time (g _s), s						17.8		55.3
Green Extension Time (g _e), s		0.0		0.0		31.7		15.6
Phase Call Probability						1.00		1.00
Max Out Probability						0.39		0.75

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		181	271		0	0		1257	50		2694	686
Adjusted Saturation Flow Rate (s), veh/h/ln		1863	1425		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		8.7	8.5		0.0	0.0		15.8	1.6		53.3	37.8
Cycle Queue Clearance Time (g _c), s		8.7	8.5		0.0	0.0		15.8	1.6		53.3	37.8
Green Ratio (g/C)		0.33	0.33		0.33	0.33		0.59	0.59		0.59	0.59
Capacity (c), veh/h		607	929		1156	515		3057	951		3057	932
Volume-to-Capacity Ratio (X)		0.298	0.292		0.000	0.000		0.411	0.053		0.881	0.736
Available Capacity (c _a), veh/h		607	929		1156	515		3235	1006		3235	987
Back of Queue (Q), veh/ln (50th percentile)		4.0	2.9		0.0	0.0		5.6	0.5		19.8	12.9
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.77
Uniform Delay (d ₁), s/veh		30.2	30.1		0.0	0.0		13.3	10.4		21.0	17.8
Incremental Delay (d ₂), s/veh		1.3	0.8		0.0	0.0		0.0	0.0		3.0	2.4
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		31.4	30.9		0.0	0.0		13.3	10.4		24.0	20.1
Level of Service (LOS)		C	C					B	B		C	C
Approach Delay, s/veh / LOS	31.1		C	0.0			13.2		B	23.2		C
Intersection Delay, s/veh / LOS	21.3						C					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	MSG			Duration, h	1.00
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other
Jurisdiction		Time Period	AM Peak	PHF	0.90
Intersection	17 Mile Road and Van Dyke	Analysis Year	2016	Analysis Period	1 > 7:00
File Name	17 Mile Road and Van Dyke (with Site Traffic) AM Peak.xus				
Project Description	AM Peak Hour Traffic (with Site Traffic)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		181	271		887	50		1257	50		2694	888

Signal Information														
Cycle, s	120.0	Reference Phase	2											
Offset, s	0	Reference Point	End											
Uncoordinated	No	Simult. Gap E/W	On	Green	36.7	73.3	0.0	0.0	0.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	2.0	2.0	0.0	0.0	0.0	0.0				
				Red	3.0	3.0	0.0	0.0	0.0	0.0				

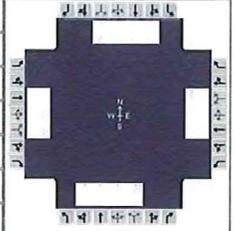
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		41.7		41.7		78.3		78.3
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		3.0		3.0
Queue Clearance Time (g _s), s						17.0		62.0
Green Extension Time (g _e), s		0.0		0.0		34.7		11.3
Phase Call Probability						1.00		1.00
Max Out Probability						0.47		0.87

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		181	271		0	0		1257	50		2694	888
Adjusted Saturation Flow Rate (s), veh/h/ln		1863	1425		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		9.0	8.8		0.0	0.0		15.0	1.5		50.7	60.0
Cycle Queue Clearance Time (g _c), s		9.0	8.8		0.0	0.0		15.0	1.5		50.7	60.0
Green Ratio (g/C)		0.31	0.31		0.31	0.31		0.61	0.61		0.61	0.61
Capacity (c), veh/h		570	871		1084	483		3162	984		3162	964
Volume-to-Capacity Ratio (X)		0.318	0.311		0.000	0.000		0.398	0.051		0.852	0.921
Available Capacity (c _a), veh/h		570	871		1084	483		3235	1006		3235	987
Back of Queue (Q), veh/ln (50th percentile)		4.2	3.0		0.0	0.0		5.2	0.5		18.3	23.4
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	1.40
Uniform Delay (d ₁), s/veh		32.0	32.0		0.0	0.0		12.0	9.4		18.9	20.8
Incremental Delay (d ₂), s/veh		1.5	0.9		0.0	0.0		0.0	0.0		2.3	15.9
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		33.5	32.9		0.0	0.0		12.0	9.4		21.2	36.7
Level of Service (LOS)		C	C					B	A		C	D
Approach Delay, s/veh / LOS	33.1	C		0.0			11.9	B		25.0	C	
Intersection Delay, s/veh / LOS	22.5						C					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	MSG			Duration, h	1.00		
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other		
Jurisdiction		Time Period	PM Peak	PHF	0.90		
Intersection	17 Mile Road and Van Dyke	Analysis Year	2016	Analysis Period	1 > 7:00		
File Name	17 Mile Road and Van Dyke (without Site Traffic) PM Peak.xus						
Project Description	PM Peak Hour Traffic (with out Site Traffic)						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		284	400		600	50		3247	50		1428	537

Signal Information													
Cycle, s	120.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	35.0	75.0	0.0	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	2.0	2.0	0.0	0.0	0.0	0.0			
				Red	3.0	3.0	0.0	0.0	0.0	0.0			

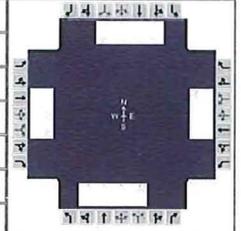
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		40.0		40.0		80.0		80.0
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		3.0		3.0
Queue Clearance Time (g _s), s						77.0		25.2
Green Extension Time (g _e), s		0.0		0.0		0.0		36.8
Phase Call Probability						1.00		1.00
Max Out Probability						1.00		0.64

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		284	400		0	0		3247	50		1428	537
Adjusted Saturation Flow Rate (s), veh/h/ln		1863	1425		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		15.3	13.9		0.0	0.0		75.0	1.4		17.1	23.2
Cycle Queue Clearance Time (g _c), s		15.3	13.9		0.0	0.0		75.0	1.4		17.1	23.2
Green Ratio (g/C)		0.29	0.29		0.29	0.29		0.62	0.62		0.62	0.62
Capacity (c), veh/h		543	831		1034	460		3235	1006		3235	987
Volume-to-Capacity Ratio (X)		0.523	0.481		0.000	0.000		1.004	0.050		0.441	0.544
Available Capacity (c _a), veh/h		543	831		1034	460		3235	1006		3235	987
Back of Queue (Q), veh/ln (50th percentile)		7.3	4.9		0.0	0.0		36.3	0.5		5.9	7.4
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.44
Uniform Delay (d ₁), s/veh		35.5	35.0		0.0	0.0		22.5	8.7		11.7	12.8
Incremental Delay (d ₂), s/veh		3.6	2.0		0.0	0.0		35.3	0.0		0.0	0.4
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		39.1	37.0		0.0	0.0		57.8	8.7		11.7	13.1
Level of Service (LOS)		D	D					F	A		B	B
Approach Delay, s/veh / LOS	37.9	D		0.0			57.1	E		12.1	B	
Intersection Delay, s/veh / LOS	40.0						D					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	MSG			Duration, h	1.00
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other
Jurisdiction		Time Period	PM Peak	PHF	0.90
Intersection	17 Mile Road and Van Dyke	Analysis Year	2016	Analysis Period	1 > 7:00
File Name	17 Mile Road and Van Dyke (with Site Traffic) PM Peak.xus				
Project Description	PM Peak Hour Traffic (with Site Traffic)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		441	557		657	50		3247	50		1428	567

Signal Information				Signal Timing (s)									
Cycle, s	120.0	Reference Phase	2	Green	35.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

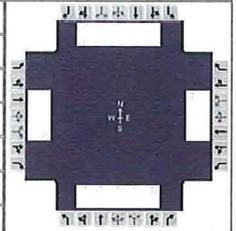
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		40.0		40.0		80.0		80.0
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		3.0		3.0
Queue Clearance Time (g _s), s						77.0		27.2
Green Extension Time (g _e), s		0.0		0.0		0.0		35.9
Phase Call Probability						1.00		1.00
Max Out Probability						1.00		0.66

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		441	557		0	0		3247	50		1428	567
Adjusted Saturation Flow Rate (s), veh/h/ln		1863	1425		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		26.4	20.6		0.0	0.0		75.0	1.4		17.1	25.2
Cycle Queue Clearance Time (g _c), s		26.4	20.6		0.0	0.0		75.0	1.4		17.1	25.2
Green Ratio (g/C)		0.29	0.29		0.29	0.29		0.62	0.62		0.62	0.62
Capacity (c), veh/h		543	831		1034	460		3235	1006		3235	987
Volume-to-Capacity Ratio (X)		0.812	0.670		0.000	0.000		1.004	0.050		0.441	0.575
Available Capacity (c _a), veh/h		543	831		1034	460		3235	1006		3235	987
Back of Queue (Q), veh/ln (50th percentile)		13.6	7.4		0.0	0.0		36.3	0.5		5.9	8.1
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.48
Uniform Delay (d ₁), s/veh		39.4	37.4		0.0	0.0		22.5	8.7		11.7	13.2
Incremental Delay (d ₂), s/veh		13.7	4.4		0.0	0.0		35.3	0.0		0.0	0.5
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		53.2	41.8		0.0	0.0		57.8	8.7		11.7	13.7
Level of Service (LOS)		D	D					F	A		B	B
Approach Delay, s/veh / LOS	46.8		D	0.0			57.1		E	12.3		B
Intersection Delay, s/veh / LOS	41.2						D					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	MSG			Duration, h	1.00
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other
Jurisdiction		Time Period	AM Peak	PHF	0.90
Intersection	17 Mile Road and Mound F	Analysis Year	2016	Analysis Period	1 > 7:00
File Name	17 Mile Road and Mound (without Site Traffic) AM Peak.xus				
Project Description	AM Peak Hour Traffic (with out Site Traffic)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		226	50		750	387		1463	226		2904	100

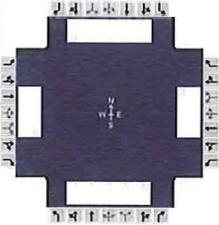
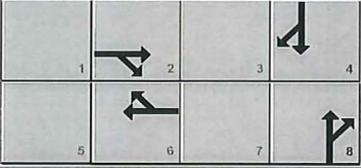
Signal Information												
Cycle, s	120.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
Green	44.7	65.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		49.7		49.7		70.3		70.3
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		2.9		2.9
Queue Clearance Time (g _s), s						16.7		41.8
Green Extension Time (g _e), s		0.0		0.0		33.1		23.5
Phase Call Probability						1.00		1.00
Max Out Probability						0.38		0.59

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		226	50		0	0		1463	226		2904	100
Adjusted Saturation Flow Rate (s), veh/h/ln		1773	1610		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		5.1	2.4		0.0	0.0		14.7	8.9		39.8	3.7
Cycle Queue Clearance Time (g _c), s		5.1	2.4		0.0	0.0		14.7	8.9		39.8	3.7
Green Ratio (g/C)		0.37	0.37		0.37	0.37		0.54	0.54		0.54	0.54
Capacity (c), veh/h		1322	600		1322	588		3753	876		3753	859
Volume-to-Capacity Ratio (X)		0.171	0.083		0.000	0.000		0.390	0.258		0.774	0.116
Available Capacity (c _a), veh/h		1322	600		1322	588		4313	1006		4313	987
Back of Queue (Q), veh/ln (50th percentile)		2.1	0.9		0.0	0.0		5.4	3.1		14.8	1.2
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.07
Uniform Delay (d ₁), s/veh		25.2	24.4		0.0	0.0		15.8	14.5		21.5	13.3
Incremental Delay (d ₂), s/veh		0.3	0.3		0.0	0.0		0.0	0.1		0.7	0.0
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		25.5	24.6		0.0	0.0		15.9	14.6		22.2	13.3
Level of Service (LOS)		C	C					B	B		C	B
Approach Delay, s/veh / LOS	25.3	C	0.0				15.7	B	21.9	C		
Intersection Delay, s/veh / LOS	20.0						B					

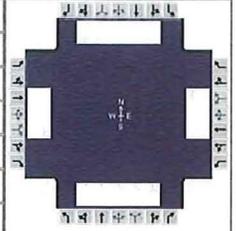
Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS 2010 Signalized Intersection Results Summary

General Information					Intersection Information															
Agency	MSG				Duration, h	1.00														
Analyst	MSW	Analysis Date	Jan 7, 2016		Area Type	Other														
Jurisdiction		Time Period	AM Peak		PHF	0.90														
Intersection	17 Mile Road and Mound F		Analysis Year	2016	Analysis Period	1 > 7:00														
File Name	17 Mile Road and Mound (with Site Traffic) AM Peak.xus																			
Project Description	AM Peak Hour Traffic (with Site Traffic)																			
Demand Information					EB			WB			NB			SB						
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h						293	50		770	395		1463	294		2904	100				
Signal Information																				
Cycle, s	120.0	Reference Phase	2		Green	44.5	65.5	0.0	0.0	0.0	0.0	0.0					0.0	0.0	0.0	
Offset, s	0	Reference Point	End		Yellow	2.0	2.0	0.0	0.0	0.0	0.0	0.0					0.0	0.0	0.0	
Uncoordinated	No	Simult. Gap E/W	On		Red	3.0	3.0	0.0	0.0	0.0	0.0	0.0					0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On																	
Timer Results					EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase							2				6				8				4	
Case Number							7.0				7.0				7.0				7.0	
Phase Duration, s							49.5				49.5				70.5				70.5	
Change Period, (Y+R _c), s							5.0				5.0				5.0				5.0	
Max Allow Headway (MAH), s							0.0				0.0				2.9				2.9	
Queue Clearance Time (g _s), s															16.7				41.6	
Green Extension Time (g _e), s							0.0				0.0				33.8				23.9	
Phase Call Probability															1.00				1.00	
Max Out Probability															0.40				0.60	
Movement Group Results					EB			WB			NB			SB						
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement						2	12		6	16		8	18		4	14				
Adjusted Flow Rate (v), veh/h						293	50		0	0		1463	294		2904	100				
Adjusted Saturation Flow Rate (s), veh/h/ln						1773	1610		1773	1579		1725	1610		1725	1579				
Queue Service Time (g _s), s						6.8	2.4		0.0	0.0		14.7	12.2		39.6	3.7				
Cycle Queue Clearance Time (g _c), s						6.8	2.4		0.0	0.0		14.7	12.2		39.6	3.7				
Green Ratio (g/C)						0.37	0.37		0.37	0.37		0.55	0.55		0.55	0.55				
Capacity (c), veh/h						1315	597		1315	585		3767	879		3767	862				
Volume-to-Capacity Ratio (X)						0.223	0.084		0.000	0.000		0.388	0.335		0.771	0.116				
Available Capacity (c _a), veh/h						1315	597		1315	585		4313	1006		4313	987				
Back of Queue (Q), veh/ln (50th percentile)						2.8	0.9		0.0	0.0		5.4	4.2		14.7	1.2				
Queue Storage Ratio (RQ) (50th percentile)						0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.07				
Uniform Delay (d ₁), s/veh						25.9	24.5		0.0	0.0		15.7	15.1		21.4	13.2				
Incremental Delay (d ₂), s/veh						0.4	0.3		0.0	0.0		0.0	0.1		0.6	0.0				
Initial Queue Delay (d ₃), s/veh						0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0				
Control Delay (d), s/veh						26.3	24.8		0.0	0.0		15.7	15.2		22.0	13.2				
Level of Service (LOS)						C	C					B	B		C	B				
Approach Delay, s/veh / LOS					26.1	C		0.0			15.6	B		21.7	C					
Intersection Delay, s/veh / LOS					20.0						B									
Multimodal Results					EB			WB			NB			SB						
Pedestrian LOS Score / LOS																				
Bicycle LOS Score / LOS																				

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	MSG			Duration, h	1.00
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other
Jurisdiction		Time Period	PM Peak	PHF	0.90
Intersection	17 Mile Road and Mound F	Analysis Year	2016	Analysis Period	1 > 7:00
File Name	17 Mile Road and Mound (without Site Traffic) PM Peak.xus				
Project Description	PM Peak Hour Traffic (with out Site Traffic)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		380	50		750	405		3104	354		1820	50

Signal Information				Signal Timing (s)									
Cycle, s	120.0	Reference Phase	2	Green	40.7	69.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

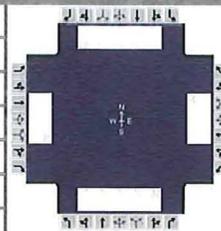
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		45.7		45.7		74.3		74.3
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		2.9		2.9
Queue Clearance Time (g _s), s						43.4		20.2
Green Extension Time (g _e), s		0.0		0.0		25.9		39.5
Phase Call Probability						1.00		1.00
Max Out Probability						0.76		0.60

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		380	50		0	0		3104	354		1820	50
Adjusted Saturation Flow Rate (s), veh/h/ln		1773	1610		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		9.5	2.5		0.0	0.0		41.4	14.3		18.2	1.7
Cycle Queue Clearance Time (g _c), s		9.5	2.5		0.0	0.0		41.4	14.3		18.2	1.7
Green Ratio (g/C)		0.34	0.34		0.34	0.34		0.58	0.58		0.58	0.58
Capacity (c), veh/h		1203	546		1203	535		3985	930		3985	912
Volume-to-Capacity Ratio (X)		0.316	0.092		0.000	0.000		0.779	0.381		0.457	0.055
Available Capacity (c _a), veh/h		1203	546		1203	535		4313	1006		4313	987
Back of Queue (Q), veh/ln (50th percentile)		4.0	1.0		0.0	0.0		15.0	4.8		6.5	0.5
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.03
Uniform Delay (d ₁), s/veh		29.3	27.0		0.0	0.0		19.5	13.7		14.5	11.1
Incremental Delay (d ₂), s/veh		0.7	0.3		0.0	0.0		0.8	0.1		0.0	0.0
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		30.0	27.4		0.0	0.0		20.2	13.8		14.6	11.1
Level of Service (LOS)		C	C					C	B		B	B
Approach Delay, s/veh / LOS	29.7	C	0.0		19.6	B	14.5	B				
Intersection Delay, s/veh / LOS	18.7						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	MSG			Duration, h	1.00
Analyst	MSW	Analysis Date	Jan 7, 2016	Area Type	Other
Jurisdiction		Time Period	PM Peak	PHF	0.90
Intersection	17 Mile Road and Mound F	Analysis Year	2016	Analysis Period	1 > 7:00
File Name	17 Mile Road and Mound (with Site Traffic) PM Peak.xus				
Project Description	PM Peak Hour Traffic (with Site Traffic)				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		409	50		875	455		3104	379		1820	50

Signal Information												
Cycle, s	120.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
Green	40.6	69.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		7.0		7.0		7.0		7.0
Phase Duration, s		45.6		45.6		74.4		74.4
Change Period, (Y+R _c), s		5.0		5.0		5.0		5.0
Max Allow Headway (MAH), s		0.0		0.0		2.9		2.9
Queue Clearance Time (g _s), s						43.4		20.1
Green Extension Time (g _e), s		0.0		0.0		26.0		39.7
Phase Call Probability						1.00		1.00
Max Out Probability						0.76		0.61

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12		6	16		8	18		4	14
Adjusted Flow Rate (v), veh/h		409	50		0	0		3104	379		1820	50
Adjusted Saturation Flow Rate (s), veh/h/ln		1773	1610		1773	1579		1725	1610		1725	1579
Queue Service Time (g _s), s		10.3	2.5		0.0	0.0		41.4	15.6		18.1	1.7
Cycle Queue Clearance Time (g _c), s		10.3	2.5		0.0	0.0		41.4	15.6		18.1	1.7
Green Ratio (g/C)		0.34	0.34		0.34	0.34		0.58	0.58		0.58	0.58
Capacity (c), veh/h		1201	545		1201	535		3989	931		3989	913
Volume-to-Capacity Ratio (X)		0.341	0.092		0.000	0.000		0.778	0.407		0.456	0.055
Available Capacity (c _a), veh/h		1201	545		1201	535		4313	1006		4313	987
Back of Queue (Q), veh/ln (50th percentile)		4.4	1.0		0.0	0.0		15.0	5.2		6.5	0.5
Queue Storage Ratio (RQ) (50th percentile)		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.03
Uniform Delay (d ₁), s/veh		29.7	27.1		0.0	0.0		19.4	14.0		14.5	11.0
Incremental Delay (d ₂), s/veh		0.8	0.3		0.0	0.0		0.8	0.1		0.0	0.0
Initial Queue Delay (d ₃), s/veh		0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (d), s/veh		30.4	27.4		0.0	0.0		20.2	14.1		14.5	11.0
Level of Service (LOS)		C	C					C	B		B	B
Approach Delay, s/veh / LOS	30.1	C		0.0			19.5	B		14.4	B	
Intersection Delay, s/veh / LOS	18.7						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve a request for proposals (RFP) for Refuse, Recyclables, and Yard Waste Collection Services (Presentation – Michael Moore, Public Works Director).

Submitted By: Department of Public Works

Contact Person/Telephone: Michael Moore, Public Works Director (586) 446-2450

Administration (initial as applicable)

MM

Attachments

<i>MC</i>	City Clerk	—	Resolution	—	Minutes
<i>AS</i>	Finance & Budget Director	—	Ordinance	—	Plan/Map
<i>JB</i>	City Attorney (as to legal form)	—	Contract	<u>X</u>	Other
<i>MM</i>	City Manager				

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

Executive Summary:

- The current Refuse and Yard Waste Collection Contract (Contract) between the city of Sterling Heights and Waste Management expires on April 30, 2016. The bids procured pursuant to an invitation to bid (ITB) as approved by the City Council on November 4, 2015 were rejected at the February 16, 2016 regular meeting. The City Council further directed that City Administration prepare a request for proposals (RFP) for review and approval at the March 1, 2016 regular meeting.
- A proposed RFP has been prepared and is attached for City Council consideration. The scope of services that vendors will respond to is as follows:
 - A. Vendors will provide a base level of service that is consistent with the current services being provided by Waste Management of Michigan under the expiring contract, including:
 - ✓ Weekly curbside pick-up of trash and debris with a 32 gallon limit on trash cans;
 - ✓ Separate weekly collection of white goods (major appliances);
 - ✓ Separate weekly collection of yard waste – seasonal basis (paper lawn bags or appropriately marked 32 gallon limit trash cans);
 - ✓ Separate weekly collection of Christmas Trees – seasonal basis;
 - B. Under the base level of service, residents may (but are not required to) utilize a 96- or 64- gallon cart for purposes of the weekly curbside pick-up of trash and debris. The RFP will secure pricing that the vendor would charge a resident who would like to purchase a durable 96- or 64- gallon cart assembled and delivered for weekly use. The

cart will be the resident's property and carry a replacement warranty in the event of defects.

- C. Vendors will also provide a voluntary, weekly, single-stream, curbside recycling program using 96- or 64- gallon carts. Residents wishing to participate in the recycling program will be provided a 96- or 64- gallon cart, the cost of which will be included in the City's cost. This voluntary program will not be implemented until May 1, 2018, when the current subscription-based, bi-weekly, curbside recycling program ends.
 - D. Vendors will not be asked to propose a continuation of the subscription-based, bi-weekly, curbside recycling program after the current program ends. Similarly, vendors will not be asked to propose operating the City's three recycling centers, which will cease operations upon implementation of the voluntary, weekly, single-stream, curbside recycling program. The City will continue to operate the three recycling centers until the voluntary curbside recycling program is implemented.
 - E. The terms of the contract accepted by the City Council will be a five years; provided, however, that the City will have the right to select a contract term of six, seven, or eight years.
 - F. The scope of services defined by the RFP will be for a unified program of Refuse, Recyclables, and Yard Waste Collection Services. The RFP will not be seeking alternatives.
- The timeline for the RFP process, start to finish is presented below:

March 1, 2016 – City Council review and approval of RFP;

March 3, 2016 – RFP is placed into the Michigan Inter-governmental Trade Network (MITN) system for review and download by vendors;

March 9, 2016 – RFP is published in the Sentry newspaper;

March 9, 2016 – A pre-proposal meeting is conducted with interested vendors;

March 17, 2016 – Proposals from vendors are due;

March 21 – March 25, 2016 – Vendor interviews;

April 5, 2016 – City Council consideration of recommendation to accept a proposal;

May 1, 2016 – New agreement commences.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the request for proposals for Refuse, Recyclables, and Yard Waste Collection Services.

CITY OF STERLING HEIGHTS
STAFF REPORT
February 23, 2016

Prepared By: Mike Moore, Public Works Director

Ext. No. 2450

GENERAL INFORMATION:

The current Refuse and Yard Waste Collection Contract expires on April 30, 2016.

The Department of Public Works and Office of Purchasing have prepared a request for proposals (RFP) for Refuse, Recyclables, and Yard Waste Collection and Disposal Services as directed by City Council action on February 16, 2016.

The objective of the RFP is to secure the lowest cost attainable for the level of services that residents are accustomed to under the expiring contract, while enhancing recycling services for residents on a voluntary basis. The RFP seeks pricing for the use of a 96- or 64- gallon cart for weekly refuse collection on a voluntary basis in order to mitigate the effects that currently plague the City, including:

- A. The discarding of refuse on the ground or in less than adequate containers / bags, which allows vermin to access the contents. This method of disposal also exposes the garbage to the elements, especially the wind, which blows refuse throughout many neighborhoods on garbage collection day. Even empty 32-gallon containers are susceptible to wind and are often blown away from a residence following refuse collection.
- B. In some residential sections of the City, garbage is stored outside without any protection from vermin. This provides an easily accessible food source, one of the key ingredients for an infestation.

The RFP also attempts to expand participation in recycling by offering residents a convenient and cost efficient way to improve the environment. Sterling Heights is likely one of the few large municipalities that does not offer its residents a city-wide, curbside recycling program. Obviously, cost is a major factor in determining the viability of such a service.

STAFF ANALYSIS AND FINDINGS:

City Administration is requesting approval of the attached RFP. The scope of service is outlined on pages 11-29. The following chart illustrates the types of services for which pricing is being solicited:

	Description of Services	Current Service Level	RFP
A.	Weekly curbside pick-up using 32-gallon (Max.) can or approved refuse bags	✓	✓
B.	Weekly curbside pick-up of trash using 96- or 64-gallon carts (VOLUNTARY)		✓
C.	Separate weekly collection of yard waste – April to November – using 32-gallon can or 39-gallon paper bags	✓	✓
D.	Separate weekly collection of white goods (major appliances)	✓	✓
E.	Separate weekly collection of Christmas Trees - seasonal	✓	✓
F.	Subscription based voluntary curbside recycling program paid for by subscriber	✓	
G.	Weekly curbside, single-stream, city-wide recycling program using 96- or 64-gallon carts (VOLUNTARY)		✓

As noted previously, the implementation of a weekly, curbside, single-stream recycling program will eliminate the need for the City to operate three recycling centers. As the City Council knows, these centers are costly to operate and require a management and operational level that the DPW struggles to maintain.

The voluntary recycling program focuses on the viability of implementing a true weekly, single-stream, curbside recycling program on a city-wide basis. The City has historically avoided the implementation of such a program based upon cost considerations. While cost may once again prove to be prohibitive, it simply makes sense to procure competitive pricing at this time since the City will not be back in the market until 2020 at the soonest.

Because the use of the a 96- or 64- gallon cart for weekly refuse pick-up and/or curbside recycling is absolutely voluntary under the RFP, City residents who for reasons of age or disability cannot maneuver the cart or lack adequate space in their garage for cart storage, can avoid having to use them.

STAFF RECOMMENDATION:

Please see the suggested action on the Agenda Statement.



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

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

TEL 586.446.CITY (2489) FAX 586.276.4077
 cityhall@sterling-heights.net | www.sterling-heights.net
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REQUEST FOR PROPOSALS

RFP-SH16-009

The City of Sterling Heights, Michigan is accepting sealed proposals for REFUSE, RECYCLABLES AND YARD WASTE COLLECTION until THURSDAY, MARCH 17, 2016 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.

A pre-proposal meeting will be held on WEDNESDAY, MARCH 9, 2016 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

REQUEST FOR PROPOSALS
REFUSE, RECYCLABLES AND YARD WASTE COLLECTION

CITY OF STERLING HEIGHTS
40555 UTICA ROAD
STERLING HEIGHTS, MI 48313

CONTACT PERSON: JAMES BUHLINGER, PURCHASING MANAGER
PHONE: 586-446-2741
FAX: 586-276-4062
EMAIL: shpurchasing@sterling-heights.net

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I. GENERAL CONDITIONS

All information requested of the vendor shall be entered in the appropriate space on the form. Failure to do so may disqualify your offer.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the proposal.

Corrections and/or modifications received after the closing time specified will not be accepted.

Prices shall be stated in units of quantity specified in the proposal document. In case of a discrepancy in computing the amount of the proposal, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimates and the City reserves the right to increase or decrease the quantity at the unit price proposed as best fits its needs.

All prices will remain in effect for at least 90 days to allow for approval by City Council. The successful proposer's prices will remain firm through the length of the contract as designated within these proposal specifications.

All proposals shall be signed by an authorized officer or employee of the proposer.

To be considered, proposals must be submitted and received in the Office of the City Clerk and stamped with the official time/date stamp in the Clerk's Office by the date and at, or prior to, the time specified. No late, telegraphic, faxed, or telephone proposals will be accepted.

Submit six (6) copies of your proposal in a sealed envelope/package, stating proposal title, closing date and time on outside of envelope/package. A separate sealed pricing envelope containing all pricing information shall also be submitted with the same information on the outside of the envelope. In addition to the six (6) complete bound copies, please submit one (1) electronic copy of your response to this RFP.

Proposals may be withdrawn in person by a proposer, or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated proposal deadline.

The City of Sterling Heights reserves the right to postpone the proposal opening for its own convenience.

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in your proposal. The City will furnish the successful contractor with tax exemption certificates when requested. If you are unfamiliar with your sales and use tax obligations, please contact the Michigan Department of Treasury for directions, including any applicable Revenue Administrative Bulletins (i.e. 1999-2 and any subsequent replacements / updates).

The City's normal payment terms are 30 days. Time will be computed from the date of complete delivery of services, or from the date correct invoices are received in the City's Finance Department, if the latter date is later than the date of delivery.

The City reserves the right: (1) To reject any or all proposals, or any part thereof, (2) To waive any irregularity in the proposals, (3) To accept the proposal that is in the best interest of the City, (4) To reduce or eliminate this proposal without prior notice, and (5) To issue Post-Proposal Addendums to clarify or request additional information, including pricing.

This request for proposals and the acceptance of a proposal by the City is not a contract for the purchase of services or products. The City will issue a Purchase Order and require execution of a contract, which will define, make reference to, and incorporate the proposal specifications and the pricing proposed as awarded by the City. Winning proposer is not to commence with any service or product order without receiving a Purchase Order signed by the Purchasing Manager and a contract for execution by the proposer and the City Manager. 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.

Proposals submitted by the successful proposer shall remain firm for the length of the contract from date of acceptance by City Council.

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

The City of Sterling Heights is part of an organization called the Michigan Inter-governmental Trade Network (MITN), a group of agencies that joined forces to create a Regional Bid Notification System to notify companies of new bid opportunities. All bids, quotations and proposals are now being posted online. All vendors are encouraged to visit <http://www.mitn.info> in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-835-4603 to speak to a representative at BidNet®, the technical support group that handles the MITN system.

If you did not receive this proposal directly from the MITN website, please notify us. Proposals from members of MITN are to be posted ONLY on the MITN website. Any other use is prohibited. The City of Sterling Heights cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by information received from alternate sources.

II. PROPOSAL CHECKLIST

All information required must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR PROPOSAL.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper proposal. Check as you read.

- _____ Is your proposal properly signed? (refer to proposal documents)
- _____ If required, have you entered a unit price for each proposal item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the envelope containing your proposal properly identified that it is a sealed proposal and addressed with the bid shipping label?
- _____ Did you submit your Confidential Pricing Form in a separate sealed envelope marked "Confidential Sealed Pricing Envelope"?
- _____ Did you enclose your Proposal Guaranty?
- _____ Will your proposal arrive on time? Late proposals will **not** be considered. ***Proposals must be received in the Office of the City Clerk and stamped no later than 2:30 p.m. with the official time stamp in the City Clerk's office by the date specified.***
- _____ Did you complete and include the **Attachments A-H, Hold Harmless, Non-Iran Linked Business Certification and References** forms?
- _____ Did you return the forms requiring your completion? (**Pages 32-48**)
- _____ Did you submit the required six (6) complete bound copies and one (1) electronic copy of your proposal?
- _____ Did you check the MITN website for any addendums which may have been posted? ***Addendums may be posted at any time.***

III. PROPOSAL SUBMISSION INSTRUCTIONS

Please read these instructions carefully. All information requested shall be entered in the appropriate space on the forms or provided in writing elsewhere where indicated. *Your proposal may be disqualified if it is not submitted as detailed below.*

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your Proposal. Corrections shall be initialed in ink by the person signing the Proposal.

Six (6) complete bound copies and one (1) electronic copy of your response to this RFP shall be submitted in sealed packaging by 2:30 p.m. on Thursday, March 17, 2016.

If the proposal is to be express mailed, "Proposal Documents Enclosed" must be conspicuously marked on the package. All proposals, regardless of method used for delivery, are to be delivered to the following address:

City of Sterling Heights
Office of the City Clerk
Attn: Mark Carufel, City Clerk
40555 Utica Road
Sterling Heights, MI 48313

Your proposal must be clearly marked and delivered with the following address using the bid shipping label provided:

Your Company Name
RFP-SH16-009: Refuse, Recyclables and Yard Waste Collection
Date Due: Thursday, March 17, 2016 at 2:30 p.m.

All costs are to be compiled on the Confidential Pricing Form attached, signed by an authorized officer of the company submitting the proposal and submitted within an envelope separate from your proposal. Pricing envelope must be sealed and marked with the following:

"Confidential Sealed Pricing Envelope"
Your Company Name
RFP-SH16-009: Refuse, Recyclables and Yard Waste Collection
Date Due: Thursday, March 17, 2016 at 2:30 p.m.

DO NOT deliver your proposal to the requesting department or to the Office of Purchasing. Both envelopes *must* be delivered to the Office of the City Clerk before the due date and time so they can be stamped received and filed appropriately. Proposals are considered received when in the possession of the City Clerk. If your proposal is not received before the due date and time, it will be disqualified and will not be opened or considered.

Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and

methodology, may be overriding factors. Price may not be determinative in the issuance of a contract or award. Interested contractors should address these criteria throughout their written narrative proposal.

All questions should be directed in writing to James Buhlinger, Purchasing Manager, via e-mail at shpurchasing@sterling-heights.net. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications, which, if issued, will be posted to the MITN website.

IV. PRE-PROPOSAL MEETING

A pre-proposal bid meeting will be held on **WEDNESDAY, MARCH 9, 2016 at 10:00 a.m. in the City Hall Council Chambers, 40555 Utica Road, Sterling Heights, Michigan, 48313.** Interested contractors are encouraged to attend to ask any questions they may have in preparation of their proposal. Administrative staff will be present to address any questions raised by participants. Please review all solicitation documents and bring any questions you have to be addressed at this time.

V. INSURANCE REQUIREMENTS

The Contractor shall not commence work until it has obtained the insurance required under this paragraph. All coverages and bonds shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages and bonds shall be with insurance carriers acceptable to the City of Sterling Heights. If any coverage is written with deductible or self-insured retention, the Contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the Contractor's indemnification of the City of Sterling Heights. The Contractor is responsible to meet all MIOSHA requirements for on-the-job safety. The Contractor and any subcontractor shall procure and maintain during the life of the contract the following coverage:

Worker's Compensation Insurance: The contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance for all employees employed at or in the vicinity of the contractor's property, or any property used in connection with the contractor's operation, or in carrying out any work related to the contract. This insurance shall comply with all applicable rules and regulations and ordinances of the City of Sterling Heights and the State of Michigan. The contractor shall furnish to the City a certificate of compliance with Workers' Compensation of the State of Michigan throughout the contract period.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions:

1. Contractual liability
2. Products and completed operations
3. Independent Contractor Coverage
4. Broad form General Liability Extensions or equivalent

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of the contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$3,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Pollution Liability: The Contractor shall procure and maintain during the life of this contract, Pollution Liability Insurance coverage with limits of liability not less than Three Million Dollars (\$3,000,000) per claim made, for damages arising out of discharges of polluting materials, subject to an annual aggregate limit of Five Million Dollars (\$5,000,000), including, but not limited to, the collection, transportation, storage, and removal of all hazardous waste. The aggregate limit is to apply on a per job basis. The City of Sterling Heights and its employees, agents, officials, boards, and commissions shall be named as additional insured.

Additional Insured: Following the official acceptance of proposal by City Council, the Commercial General Liability Insurance, Motor Vehicle Liability, and Pollution Liability as described above shall include an Additional Insured endorsement as follows:

"The City of Sterling Heights, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, employees and volunteers. It is understood and agreed by naming the City of Sterling Heights as additional insured, coverage afforded is considered to be primary and any other insurance the City of Sterling Heights may have in effect shall be considered secondary and/or excess."

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Sterling Heights
Reference: RFP-SH16-009
Purchasing Manager
40555 Utica Road
Sterling Heights, MI 48313

Proof of Insurance Coverage: The Contractor shall provide the City of Sterling Heights at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates, endorsements and/or policies to the City of Sterling Heights at least ten (10) days prior to the expiration date.

If the required insurance (with the exception of the Additional Insured endorsement) is already in place, please include a copy of the Certificate of Liability Insurance with your bid. However, if required insurance is not already in place when submitting bid, contractors shall include a letter from their insurance agent (**Attachment G**) indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.

VI. BOND REQUIREMENTS

Proposal Guaranty – Proposals must be accompanied by a proposal guaranty/security bond, Bank Issued Money Order, or Cashier's Check payable to the City, in the amount of two-hundred fifty thousand dollars (\$250,000) which will be returned to the unsuccessful proposer after the award of the proposal. No proposal shall be considered unless it is accompanied by the required guaranty. Corporate checks will *not* be accepted as security. The successful proposer will be required to enter into a contract with the City and the guaranty will be attached thereto and made a part thereof, pending acceptance of the proposal in accordance with City specifications. The proposal guarantee must be given to ensure that the successful proposer will execute the contract at the time requested by the City.

Performance Bond – The contractor whose proposal is accepted shall furnish a Performance Bond at their own expense in a form with a company acceptable to the City in the amount of Two Million Five Hundred thousand dollars (\$2,500,000.00). The Performance Bond shall serve as security for the faithful performance of the contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with the contract. Premiums for the Performance Bond shall be paid by the Contractor. If at any time the City shall be dissatisfied with any surety or surety bond or Performance Bond, or if for any other reason such bond shall cease to be adequate security for the City, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the City. The premiums on such substitute bond shall be paid by the Contractor. The Performance Bond shall remain in full force and effect during the life of the Contract.

All proposers shall include a letter from their bonding agent (**Attachment H**) indicating that upon award of the contract, they will be able to secure a Performance Bond.

VII. SCOPE OF SERVICE

INTENT:

As part of the Request for Proposal, 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; and provide for curbside collection of single-stream recycling beginning May 1, 2018 or earlier if requested by the City.

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.

Recycling shall mean 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.

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

December 2015 is estimated to be 34,449. 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 1 and 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 proposal 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 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 materials placed for collection at the curb in accordance with current practices as outlined in the Specifications and/or the final contract.

EXECUTION OF CONTRACT:

The proposer shall be required to sign and execute a contract as prepared by the City Attorney's office at a time designated by the City to ensure conformity with the proposal and the scope of services desired by the City. Failure to execute the contract as specified shall result in a forfeiture of the proposal guarantee and of all rights under the proposal.

In the event the proposer whose proposal is accepted fails to execute the contract as specified, thereby resulting in a forfeiture of the proposal guarantee and all rights under the proposal, the City shall have the right to award the proposal to the next qualified proposer or to reject all proposals and re-advertise.

TERM OF CONTRACT:

The contract shall be firm and binding for a minimum period of five (5) years, with as many as eight (8) years potentially awarded, starting May 1, 2016.

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
MEMORIAL DAY
FOURTH OF JULY**

**LABOR DAY
THANKSGIVING DAY
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 its 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 proposed multiplied by 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 water-tight containers of substantial construction equipped with tight-fitting lids and lifting handles, unless a 96 or 64 gallon cart is in use by the address placing refuse for collection.
- (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 after they are emptied by the Contractor. 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 aforescribed 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).

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 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 proposer shall so state on its proposal.

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,

recyclables, 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 for 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, recyclables 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, recyclables 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, recyclables, 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 proposal 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 proposal, 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 proposer 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:

Unless the City accepts an alternative as part of the preferred proposal, a fuel price adjustment clause will be 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:

$$(BFP - CFP) \times 8,500 \text{ gallons} = FPA$$

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 proposal shall be submitted that provides a per unit price reduction that would be applied to weekly regular refuse pickup curbside excluding yard waste/lawn debris and weekly yard waste/lawn debris separate curbside pick-up.

WHEELED CARTS – WEEKLY REFUSE – VOLUNTRARY PROGRAM

This request for proposals seeks provision of a 96 or 64 gallon cart to any resident who voluntarily requests it (excluding apartments and “apartment style” condominiums) for use in the weekly program of garbage/rubbish collection/disposal. If the optional 96 or 64 gallon cart is purchased through the contractor, it shall be billed directly to the resident by the contractor. The cost to purchase the 96 or 64 gallon cart shall be entered in section #8 on the RFP Bid Form.

Proposers should also include a proposal for disposing of existing refuse containers for addresses that request a contractor-supplied cart and wish to dispose of their previously-utilized container(s).

The refuse carts must be 96 or 64 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. Color options, from which the City may select its preference, shall be articulated in the proposal. Proposers are to include cart specifications and warranty information.

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.

CURBSIDE RECYCLING

Additionally, this RFP requires the implementation of a weekly curbside recycling program utilizing a 96 or 64 gallon cart paid for by the City for those residents who wish to participate. Collection of recyclables will be on the same day as refuse and yard waste. The recycling carts associated with this weekly program must be 96 or 64 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. Color options, from which the City may select its preference, shall be articulated in the proposal.

One (1) 96 or 64 gallon wheeled recycling cart will be provided by the Contractor to each residence that chooses to participate in the weekly curbside recycling program. 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 providing a subscription-based curbside recycling program and is contracted with the City to do so as the exclusive provider of the services through April 30, 2018. Therefore, although the City is seeking proposals

which will implement a voluntary universal recycling program, such a 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 proposer will be required to seamlessly transition to a comprehensive, single-stream curbside recycling program for the life of the contract within that 90-day timeframe. Because pricing is not being sought for the period from May 1, 2016 through April 30, 2018, any early implementation of the voluntary universal recycling program will be compensated by the City at the pricing provided by the proposer for the third year of the contract, being May 1, 2018 through April 30, 2019.

Set-Out and Collection of Recyclables Requirements:

Contractor shall collect single-stream recyclable materials placed at the curb using a 96 or 64 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 or 64 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. SELECTION PROCESS

A. **Proposal Criteria:** This document is a Request for Proposals. It differs from an Invitation to Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest proposed cost does not necessarily guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors. Although price will be a major consideration it may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals to identify those selected for interviews. A purchase order/contract will be awarded to a qualified vendor submitting the best proposal. The City reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

Do not assume the City has any knowledge about your organization and the services you have to offer, nor should you assume the City will conduct any preliminary research into your organization. It is the proposer's responsibility to completely and thoroughly document its proposal.

B. **Award of Proposal:** All proposals will be thoroughly reviewed. However, this is a competitive process, and only select proposals will receive further consideration. The City reserves the right to cancel this RFP without prior notice, reject any and all proposals, make an award based directly on the proposals, interview select proposers, or negotiate further with one or more companies submitting proposals.

Proposers are advised that the RFP is considered to be under evaluation until award or cancellation. Vendors submitting proposals that did not receive further consideration will not receive preliminary notification of their status. The Office of Purchasing and City staff is restricted from giving any information relative to the proposals or "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. An award will be posted on the MITN site.

C. **Oral Interviews:** Based on the results of the preliminary evaluation, it is anticipated that a limited number of vendors will be invited to oral interviews conducted by the City for the purposes of clarifying proposal contents, discussing potential revisions, and responding to questions. The City's Office of Purchasing will notify vendors of oral interview dates and times. If the Office of Purchasing did not contact you, then your proposal was not selected for further consideration. Only after the completion of all interviews and award of a contract, if any, will vendors be notified that their proposal was not accepted.

D. **Selection Criteria:** For proposals that receive further consideration, the successful vendor will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to the following:

1. *Experience/Qualifications:* Proposing on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the provision of refuse, recyclables and yard waste collection and disposal. Proposers shall demonstrate competence, experience, and financial capability to carry out the terms of the contract. The City will require proof of these qualifications. Proposers shall provide information to the City demonstrating their ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer.
2. *Capacity:* Proposers should clearly identify all available resources within the company. Provide number of full-time/part-time employees and availability to provide on-call services.
3. *Methodology:* Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.
4. *References and Past Performance:* References will be checked before a final determination is made. Past performance will be a factor in the final selection of a proposal, including an investigation of references and possible site visits of the proposer's current facility.
5. *Cost / Fees for Services Rendered:* Please see the Confidential Pricing Form.

VII. CONFIDENTIAL PRICING FORM

This Confidential Pricing Form and the accompanying RFP Bid Forms must be completed in its entirety and returned with your proposal in a separately sealed & confidential labeled envelope.

The undersigned hereby declares the instructions and specifications have been carefully examined and that **REFUSE, RECYCLABLES AND YARD WASTE COLLECTION** will be furnished for the prices set forth in this proposal. The City reserves the right to reject all proposals, negotiate terms, conditions and/or fees with one or more of the contractors submitting proposals, and select the proposal that best meets the needs of the City.

It is understood and agreed that all proposal prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award of the proposal and that, if chosen the successful contractor, the proposal prices will remain firm for the period of time included within the proposal. It is expected a contract will be awarded for a five (5), six (6), seven (7) or eight (8) year term with a minimum of five (5) years.

How did you receive notification of this proposal? _____

How did you obtain the proposal specifications? If proposal documents were downloaded from a website, please list: _____

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

The undersigned certifies that he has downloaded all documents/addendums associated with this proposal from the MITN website.

Company _____

Address _____

City/State/Zip _____

Representative/Title _____

Telephone/Fax _____

Terms _____

E-Mail Address/Website _____

Signature/Date _____

City of Sterling Heights - RFP Bid Forms - REFUSE, RECYCLABLES, AND YARD WASTE COLLECTION

The undersigned, directing this proposal 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 weekly curbside recycling 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.

Contract for regular refuse, separate yard waste, weekly curbside recycling - May 1, 2016 to April 30, 2024.

For proposal to be considered, proposer must include prices for parts 1 through 8.

1. Weekly - REGULAR REFUSE pick-up curbside excluding yard waste / lawn debris (acceptable containers: approved refuse bags, 32 gallon containers, 96 or 64 gallon wheeled carts).

	Quantities	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021		2021/2022		2022/2023		2023/2024	
		Unit Price	Total														
Residential	34,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Condos & Townhouses	5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial (Curbside & off-road pick-ups)	100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Weekly		Subtotal	\$ -														

2. Weekly - MECHANICAL PICK-UP (rear and/or front dumpster type container) - Apartments, Condominiums, and City Facilities

	Quantities	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021		2021/2022		2022/2023		2023/2024	
		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	\$ -														

3. Weekly - COMPACTOR DUMPSTER type container

	Quantities	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021		2021/2022		2022/2023		2023/2024	
		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	\$ -														

4. Weekly - ROLL-OFF container (include cost of disposal for loose refuse)

	Quantities	2016/2017		2017/2018		2018/2019		2019/2020		2020/2021		2021/2022		2022/2023		2023/2024	
		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	\$ -														

Company Name: _____

Authorized Signature: _____

5. Weekly - Special Unrouted Collections																	
		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021		2021/2022		2022/2023		2023/2024	
Estimated hours per week	1	\$ -	\$ Per Hour														
Weekly	Subtotal	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	

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 - 2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Above total x 52 weeks/year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Sub-total - REFUSE COLLECTION: Parts 1-5										\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
										Five-year contract cost	Six-year contract cost	Seven-year contract cost	Eight-year contract cost				

Note: Proposal 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		2021/2022		2022/2023		2023/2024	
	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total						
Residential	34,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Condos/Townhouses	1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Weekly	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Above total x 36* weeks/year		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
Contract Sub-total - YARD WASTE: Part 6										\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
										Five-year contract cost	Six-year contract cost	Seven-year contract cost	Eight-year contract cost				

*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.

7. Weekly CURBSIDE RECYCLING (using 96 or 64 gallon wheeled cart)																	
		2016/2017		2017/2018		2018/2019		2019/2020		2020/2021		2021/2022		2022/2023		2023/2024	
	Quantities																
Residential	34,500																
Condos & Townhouses	5,200																
<30% participation - weekly per stop						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30% - 50% participation - weekly per stop						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
>50% participation - weekly per stop						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Above x 52 weeks/year																	
Contract sub-total - RECYCLING - <30% participation						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract sub-total - RECYCLING - 30%-50% participation						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract sub-total - RECYCLING - >50% participation						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* In the event the current refuse contractor exercises its option to terminate the subscription based program, the successful proposer shall utilize 2018/19 pricing provided above for implementation of a comprehensive, single-stream curbside recycling program prior to May 1, 2018.

* The proposal requires that all residential accounts (including condos and townhouse) be given the opportunity to participate in the curbside recycling program. If they agree to participate, they will be provided either a 96 or 64 gallon wheeled cart.

* See Specifications for additional details.

<30% participation	\$ -	\$ -	\$ -	\$ -	
30% to 50% participation	\$ -	\$ -	\$ -	\$ -	
>50% participation	\$ -	\$ -	\$ -	\$ -	
		Five-year contract cost	Six-year contract cost	Seven-year contract cost	Eight-year contract cost

Company Name: _____

Authorized Signature: _____

Contract Sub-total - REFUSE COLLECTION: Parts 1-5 (above)	\$ -	\$ -	\$ -	\$ -
Contract Sub-total - YARD WASTE COLLECTION: Part 6 (above)	\$ -	\$ -	\$ -	\$ -
Contract Sub-total - CURBSIDE RECYCLING: Part 7 (above) assuming <30% participation	\$ -	\$ -	\$ -	\$ -
Contract Sub-total - CURBSIDE RECYCLING: Part 7 (above) assuming 30%-50% participation	\$ -	\$ -	\$ -	\$ -
Contract Sub-total - CURBSIDE RECYCLING: Part 7 (above) assuming >50% participation	\$ -	\$ -	\$ -	\$ -
Contract Grand Total (assuming <30% participation curbside recycling)	\$ -	\$ -	\$ -	\$ -
Contract Grand Total (assuming 30%-50% participation curbside recycling)	\$ -	\$ -	\$ -	\$ -
Contract Grand Total (assuming >50% participation curbside recycling)	\$ -	\$ -	\$ -	\$ -
	Five-year contract cost	Six-year contract cost	Seven-year contract cost	Eight-year contract cost

8. Residents' cost for the purchase of one (1) wheeled cart for refuse collection.								
	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
	Unit Price							
64 gallon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96 gallon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Color options, from which the City may select its preference, shall be articulated in the proposal.

Company Name: _____

Authorized Signature: _____

X. PROPOSAL

Outline the work you are able to perform and any additional information not included or /requested within this solicitation which will assist the City with this selection. This Proposal may be completed on another page or series of pages.

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

XI. HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the City of Sterling Heights (City), its elected and appointed officials, employees and volunteer and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.

PLEASE PRINT:

Company Name _____

Authorized Representative _____

Signature/Date _____

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

XII. NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law before accepting any bid or proposal or entering into any contract for goods and services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business".

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard."

PLEASE PRINT:

Company Name _____

Authorized Representative _____

Signature/Date _____

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

XIII. REFERENCES

List at least three references with whom you have had similar contracts during the past three years. Include letters of reference when available.

1. Company or City _____

Contact Name _____

Telephone Number _____

E-mail _____

2. Company or City _____

Contact Name _____

Telephone Number _____

E-mail _____

3. Company or City _____

Contact Name _____

Telephone Number _____

E-mail _____

Contractor's Signature _____ Date _____

Company _____

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

XIV. ATTACHMENTS

- A – Persons Interested in Award
- B – Equipment Listing
- C – Similar Contracts
- D – Solid Waste Disposal Site
- E – Compost Site
- F – Materials Recovery Facility (MRF)
- G – Letter from Insurance Agent
- H – Letter from Bonding Agent

Attachment A – Persons Interested in this contract award

Provide a complete listing of the names and addresses of all persons interested (financial or otherwise) in the award of this contract.

Attachment B – Equipment Listing

Provide a descriptive listing of all equipment available immediately for use in the performance of the work outlined in the folio of documents

Year

Model

License Plate No.

List equipment the bidder will purchase in order to augment its present equipment if awarded the contract.

Attachment C – Similar Contracts

List names and addresses of references of similar contracts performed by the bidder during the previous ten year period

Attachment D – Compost Site

Provide substantial evidence and information regarding the location of the compost site proposed to be utilized, including its principal owners and a descriptive explanation of the contractual relationship between the bidder and the compost site. Describe requirements of the compost site for acceptance of yard waste / lawn debris; i.e. paper yard waste bags, branches, and brush, wood chips, etc.

Attachment E – Solid Waste Disposal Site

Provide substantial evidence and information regarding the location of the solid waste disposal site proposed to be utilized, including its principal owners and a descriptive explanation of contractual relationship between the bidder and the solid waste disposal site, i.e. landfill, incinerator, transfer station.

Attachment F – Materials Recovery Facility

Provide substantial evidence and information regarding the location of the materials recovery facility (MRF) site proposed to be utilized, including its principal owners and a descriptive explanation of the contractual relationship between the bidder and the MRF. Describe requirements of the MRF for acceptance of recyclable materials and the process of how the MRF has these recyclable materials recycled.

Attachment G – Letter from Insurance Agent

If the required insurance is not already in place when submitting bid, bidder shall include a letter from their insurance agent indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.

Attachment H – Letter from Bonding Agent

All bidders shall include a letter from their bonding agent indicating that upon award of the contract, they will be able to secure a Performance Bond as required within the specifications.

XV. EXHIBITS

- 1 – Prior Years – Actual volume/tonnage – Refuse
- 2 – Prior Years – Actual volume/tonnage – Yard Waste
- 3 – Chapter 23 – Garbage and Refuse

Exhibit 1 – Prior Years – Actual Volume/Tonnage – Refuse

Total Refuse Volume Collected

Tons Land filled

	2010	2011	2012	2013	2014	2015
January	3,358	3,421	3,518	3,880	3,305	3,601
February	2,959	2,994	3,051	3,058	2,816	2,791
March	3,657	3,724	3,649	3,222	3,305	3,399
April	3,770	3,738	3,538	3,884	3,391	3,765
May	3,583	3,943	3,994	3,575	3,704	4,150
June	4,441	4,313	3,897	3,478	3,884	4,412
July	4,060	3,571	3,964	3,718	4,201	4,022
August	5,951	4,056	3,469	3,375	4,150	3,921
September	3,843	3,914	3,479	3,136	4,085	4,103
October	3,682	3,461	3,807	3,335	3,618	3,611
November	3,610	3,948	3,913	3,105	3,421	3,738
December	1,963	3,767	3,639	3,243	4,082	4,281

Total Refuse Volume Collected

Cubic Yards Land filled

	2010	2011	2012	2013	2014	2015
January	8,563	8,722	8,970	9,893	8,427	9,183
February	7,546	7,634	7,779	7,799	7,182	7,117
March	9,325	9,497	9,304	8,216	8,428	8,667
April	9,613	9,531	9,022	9,905	8,648	9,600
May	9,136	10,055	10,186	9,117	9,445	10,582
June	11,324	10,998	9,937	8,869	9,904	11,252
July	10,352	9,107	10,107	9,481	10,713	10,257
August	15,176	10,344	8,845	8,605	10,582	10,000
September	9,799	9,981	8,871	7,996	10,416	10,463
October	9,388	8,825	9,708	8,504	9,225	9,209
November	9,206	10,067	9,978	7,917	8,723	10,916
December	5,006	9,607	9,279	8,269	10,409	9,142

Exhibit 2 – Prior Years – Actual Volume/Tonnage – Yard Waste

Total Yard Waste & Lawn Debris Collected

Tons Composted

	2010	2011	2012	2013	2014	2015
January	54	0	19	15	0	0
February	0	0	0	0	0	0
March	0	0	46	0	0	0
April	891	362	936	394	957	651
May	1,389	1,419	1,793	3,116	1,830	651
June	1,505	1,736	1,191	3,179	1,605	485
July	1,037	853	953	3,266	1,329	1,345
August	1,037	1,518	1,516	2,324	1,299	1,147
September	985	1,243	997	2,324	1,054	1,385
October	1,108	1,596	1,743	3,024	1,325	1,132
November	1,667	1,822	1,512	5,589	943	1,504
December	87	35	0	444	161	133

Total Yard Waste & Lawn Debris Collected

Cubic Yards Composted

	2010	2011	2012	2013	2014	2015
January	109	0	38	31	0	0
February	0	0	0	0	0	0
March	0	0	93	0	0	0
April	1,783	725	1,873	788	1,913	1,302
May	2,777	2,838	3,586	6,232	3,660	1,302
June	3,010	3,472	2,383	6,359	3,210	970
July	2,073	1,706	1,905	6,532	2,658	2,690
August	2,075	3,035	3,031	4,648	2,599	2,295
September	1,969	2,486	1,994	4,648	2,108	2,769
October	2,216	3,192	3,487	6,047	2,650	2,267
November	3,334	3,644	3,024	11,178	1,886	3,007
December	174	69	0	887	322	266

Exhibit 3 – Chapter 23 – Garbage and Refuse

For the complete text of the City's Garbage and Refuse Ordinance, including provisions governing single stream curbside recycling, please review Chapter 23 of the City's Code of Ordinances, which can be retrieved by searching www.amlegal.com or by inserting the following link into your web browser:

[http://library.amlegal.com/nxt/gateway.dll/Michigan/sterlinghts/charterandcodeofordinancesofthecityofste?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sterlinghts_mi](http://library.amlegal.com/nxt/gateway.dll/Michigan/sterlinghts/charterandcodeofordinancesofthecityofste?f=templates$fn=default.htm$3.0$vid=amlegal:sterlinghts_mi)

XVI. PROPOSAL SHIPPING LABEL

Please cut below dotted line and affix to mailing envelope or package

Proposal Documents Enclosed

From:
Company Name: _____
Contact Person: _____
Phone Number: _____

Solicitation Title:	REFUSE, RECYCLABLES AND YARD WASTE COLLECTION
Solicitation Number:	RFP-SH16-009
Due Date:	MARCH 17, 2016
Time:	2:30 p.m.

Deliver To:
City of Sterling Heights
Office of the City Clerk
Attn: Mark Carufel, City Clerk
40555 Utica Road
Sterling Heights, MI 48313



Business of the City Council
Sterling Heights, Michigan

DELIVERED FEB 25 2016

City Clerk's Use
Item No: 6
Meeting: 03/01/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider approval of a memorandum of understanding between the City of Sterling Heights and the UAW Unit 40 of Local 412 - Professional and Technical Employees (Presentation - City Manager).

Submitted By: Office of City Management

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

Administration (initial as applicable)

Attachments

Table with 4 columns: Initials, Title, Attachments, and Other. Rows include City Clerk, Finance & Budget Director, City Attorney, and City Manager.

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

Executive Summary

Introduction - In 2015, the City launched its new website (https://www.sterling-heights.net) that features a multitude of new features that enhances the City's ability to push out critical content to businesses and residents.

Unfortunately, manpower available in the Community Relations Department to dedicate to producing/managing content for the City's website is limited and the skill set necessary to successfully discharge these job duties long-term requires someone trained and experienced in this emerging field.

To ensure that the potential of the new website is realized, City Administration approached the leadership of UAW Unit 40 of Local 412 - Professional and Technical Employees (Union) to discuss the creation of a new job classification entitled Digital Content Coordinator, with the following job duties:

- Work closely with every city department to ensure each area of the website is updated with the appropriate content, news, and information to drive the proliferation of public information and functionality on the city's website.

- ✓ Assist in facilitating timely submission of information, profiles, and imagery from all departments on social media platforms, as well as assist in scheduling of social media posts and planning of social media campaigns and initiatives, that are creative and will help foster higher engagement and long-term attention.
- ✓ Monitor social media feeds, monitor public blogs and online forums for comments and/or questions about City of Sterling Heights services, and respond to comments or questions under the guidance of the Community Relations Director.
- ✓ Research new and emerging technologies to ensure City of Sterling Heights utilizes all viable digital platforms in the most efficient and effective manner possible.

The City and Union were able to reach an agreement on the material terms and conditions for adding the new Digital Content Coordinator classification to the bargaining unit. The Memorandum of Understanding that amends the current collective bargaining agreement (CBA) to add the new classification is attached for City Council consideration and approval. The wage scale for the new classification ranges from \$47,774 (starting) to \$59,921 (top step).

City Administration would like to acknowledge and thank the Union for its efforts in creating this new classification that will substantially improve the effectiveness of the City's new website in marketing the very best aspects of Sterling Heights, including its businesses, residents, and municipal services.

Suggested Action:

MOVED BY:

SECONDED BY:

Resolved, to approve the memorandum of understanding between the City of Sterling Heights and the UAW Unit 40 of Local 412 – Professional and Technical Employees creating the Digital Content Coordinator classification and authorize the Mayor and City Clerk to sign it on behalf of the City.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

AND

THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UNIT 41 OF LOCAL 412, U.A.W.
(Union)

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

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

Full Time (Annual)

A	B	C	D	E	F	G	H	I	J	K
47,773.80	48,972.60	50,195.70	51,454.80	52,739.10	53,928.90	55,277.12	56,659.05	58,075.53	59,527.41	59,921

Part-Time (Hourly)

A	B	C	D	E	F	G	H	I	J	K
19.5995	20.0913	20.5931	21.1097	21.6366	22.1247	22.6778	23.2447	23.8259	24.4215	24.5830

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

2. It is acknowledged and agreed that the City has no duty to recall any current or former members of the bargaining unit who have been laid off and there are no existing recall rights to the newly-created Digital Content Coordinator position.
3. Except as modified by this MOU, the terms and conditions of the CBA remain in full force and effect.

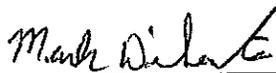
FOR THE CITY

Michael C. Taylor
Mayor

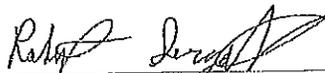
Mark Carufel
City Clerk

Date

FOR THE UNION



By: Mark DiSanto
Chairperson



By: Robert Sergott
Steward

2-24-16

Date



City of Sterling Heights

Digital Content Coordinator:

General Summary

The Digital Content Coordinator, under the supervision of the Community Relations Director will be responsible for supporting day-to day web content strategy and populating of the city's website, social media accounts, Intranet and all other digital presences by the City of Sterling Heights.

Duties

Works closely with every city department to ensure each area of the website is updated with the appropriate content, news and information to drive the proliferation of public information and functionality on the city's website.

Assists in facilitating timely submission of information, profiles and imagery from all departments on social media platforms as well as assist in scheduling of social media posts and planning of social media campaigns and initiatives that are creative and will help foster higher engagement and long-term attention.

Monitors social media feeds, such as liking positive comments (to increase post reach), hiding inappropriate posts. He/she will also monitor public blogs and online forums for comments and/or questions about City of Sterling Heights services and respond to comments or questions under the guidance of the Community Relations Director.

Researches new and emerging technologies to ensure City of Sterling Heights utilizes all viable digital platforms in the most efficient and effective manner possible.

Requirements

Minimum qualifications include a position relevant bachelor's degree and at least two years of direct work experience in web publishing, social media management, public or private sector communications, digital marketing, web/graphic design, information systems.

Qualified candidates must have excellent organizational and time management skills, strong attention to detail, and a high level of customer service.

Candidates must have proficiency in Microsoft Office applications, Adobe applications, Mac systems as well as social media platform use and website back-end publishing.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

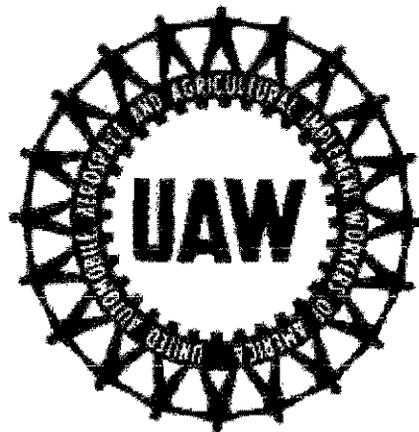
CITY OF STERLING HEIGHTS



AND

UNITED AUTO WORKERS, UNIT 40 of LOCAL 412

PROFESSIONAL AND TECHNICAL EMPLOYEES



EFFECTIVE JULY 1, 2013 TO JUNE 30, 2016

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AGREEMENT

Section 1. THIS AGREEMENT made and entered into between the CITY OF STERLING HEIGHTS (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UNIT 40 OF LOCAL 412, U.A.W. (hereinafter referred to as the "Union"), for and on behalf of ALL PROFESSIONAL AND TECHNICAL EMPLOYEES including but not limited to those positions listed on Appendix A.

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

Purpose and Intent

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

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

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

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

ARTICLE 1
Recognition

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined by the terms of this Agreement for those employees included in the bargaining unit described in Appendix A.

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

ARTICLE 2
Union Security

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

Section 4. Failure of an employee to complete the "Authorization for Check-off of Dues" form shall result in the Employer automatically deducting dues from the employee's paycheck in compliance with Public Act 604 (MCLA 408.477).

- ~~Section 5.~~ No employee shall be terminated under this Article except as provided below:
- A. The Union has first notified the Employer in writing that the employee has elected not to join the Union.
 - B. Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
 - 1. Notify the employee of the provision of this Agreement.
 - 2. Obtain the employee's response.
 - 3. Notify the Union of the employee's response.
 - C. In the event the employee has neither joined the Union nor signed the "Authorization for Representation Fee Deduction" form after the above, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.
 - D. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
 - E. The employee shall then be terminated unless the employee can produce evidence of compliance.

ARTICLE 3

~~Union Rights Clause~~

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

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

ARTICLE 4

~~Check off and Remittance of Dues and Fees~~

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

~~Section 2.~~ Deduction for any calendar month shall be remitted to the Financial Secretary/Treasurer of U.A.W. Local Union 412 with a list of names of all employees from whom deductions have been made no later than fifteen (15) days following the month in which the deduction was made.

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

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

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

~~Section 6.~~ The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability reason of action not taken by the Employer for the purpose of complying with Article 2 - Union Security, and this Article.

ARTICLE 5

~~Extra Contract Agreements~~

~~Section 1.~~ The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively which in any way affects wages, hours or working conditions of said employees, or any individual employees in the Unit covered by this Agreement.

ARTICLE 6

Seniority

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

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

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

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

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

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

Section 6. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for the first six (6) months of employment.

ARTICLE 7
Layoff and Recall

Layoffs:

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

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

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

Non-Library Staff

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

Library Staff

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

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

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

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

Recall:

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

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

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

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

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

ARTICLE 8

Discharge or Suspension

Section 1. The Employer shall not discharge or suspend any employee without just cause. Discharge must be by written notice to the employee and the Union. Any employee aggrieved

by such discharge or suspension may seek relief through the Grievance Procedure outlined in Article 10 of this contract, going immediately to Step #3.

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

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

ARTICLE 9

Election of Remedies

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

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

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

ARTICLE 10

Grievance Procedure

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

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

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

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

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

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

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

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

written answer within seven (7) days of the meeting.

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

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

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

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

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

- A. Shall have no authority to require the City to purchase buildings, equipment or

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

Section 6. Decisions.

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

- H. All records, reports, and other information pertaining to a grievance which the requesting party seeks to utilize in a grievance proceeding shall be made available within ten (10) days from written request. Requests for information from the City shall be directed to the City Manager.
- I. Grievances affecting more than one (1) employee may be treated as group grievances and entered at Step 3 of the grievance procedure by the Union.
- J. In instances where the subject matter of the grievance lies within the jurisdiction of specific city agencies, e.g., payroll, etc., the grievance steps may be reduced in order to bring the grievance to the Union's immediate attention for a recommendation as to the action to be taken at Step 3.
- K. An unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Union.

ARTICLE 11

Union Representation

Section 1.

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

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

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

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

ARTICLE 12

~~Leave of Absence~~

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

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

ARTICLE 13

~~No Strike/No Lockout~~

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

ARTICLE 14

Successorship

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

ARTICLE 15

Equipment, Accidents and Reports

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

ARTICLE 16

Military Service

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

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

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

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

ARTICLE 17

Management Rights

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

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

assigned to operations.

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

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

ARTICLE 18

Separability and Savings Clause

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

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

ARTICLE 19

Safety Committee

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

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

ARTICLE 20

General

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the chairperson, steward, and recording secretary of the Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The employees shall be paid every other Thursday. Employees shall be provided with an itemized earnings and deduction statement. All members of the bargaining unit shall be required to participate in the City's direct deposit of payroll program.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. When an employee is required by the Employer to provide transportation to and from a job location, the employee shall receive an allowance based upon the standard set by Internal Revenue Service. The Employer will provide transportation whenever possible.

Section 6. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

Section 7. The City will furnish suitable raincoats, hats, boots, gloves and safety equipment as needed, if required by Employer. In addition, in consideration of mandatory uniform shirts, the City will issue an initial set of seven (7) City-logo shirts and one (1) jacket to the following employees of the bargaining unit: Production Specialists, Senior Production Specialist, Broadcast Programming Specialist and Police Lab Technician. These employees will also receive four (4) replacement shirts and a replacement jacket on an annual basis. Three (3) additional shirts may be substituted in place of the replacement jacket.

The City will issue/reimburse a set of five (5) City-logo shirts, five (5) pairs of pants, and one (1) jacket to the Building Maintenance Coordinator while Video Production Technicians shall receive an initial set of four (4) City-logo shirts and two (2) replacement shirts on an annual basis. Employees of the Parks & Recreation Department shall be issued a set of three (3) City-logo shirts on an annual basis. Animal Control Officers will be furnished with an initial complete uniform.

Within thirty days of being hired, the City will furnish the clothing and/or equipment as specified in this section to new employees.

Section 8. In addition to the initial complete uniform provided to Animal Control Officers, a Thirteen Hundred (\$1,300) Dollar uniform reimbursement allowance for Animal Control Officers, or a prorated amount for new hires, shall be paid on the same date as when the Police Officers receive their uniform allowance.

Section 9. Part-time employees are not eligible for vacation time, sick time, disability or health coverage, educational aid, holiday pay, compensatory time, life insurance, funeral leave, retirement or any other benefit provided in this Agreement. The only exceptions are Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 who shall be eligible for one-half (½) the amount of extended service pay and \$400 annual deferred compensation contribution. These employees must have worked at a minimum of 600 hours per fiscal year to earn a year of service and they must work a minimum of 600 hours in the year to be eligible to receive performance pay for that year. In addition, Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 shall receive time and one-half (1-½) for any hours worked on Sundays and City-designated holidays.

Section 10. Employees temporarily assigned to work on a position in a higher classification shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned that position. Temporary short assignments of under five (5) consecutive scheduled working days are considered an opportunity for the employee to train for a higher position to become better qualified for promotion, and the employees shall not be paid at the higher rate for this temporary assignment until after five (5) consecutive scheduled work days. When an employee is working in a higher classification, that employee will be paid at a rate that will

provide one full step increment. Holidays that fall within the time period the employee is performing the duties of a higher classification will be considered as days worked out of class.

The following requirements shall be fulfilled for out of classification pay:

- A. Temporary assignments ~~within the Department~~ - five (5) days qualification period - valid for six (6) months.
- B. Temporary assignments ~~out of the Department~~ - five (5) days qualification period - valid for sixty (60) days.

~~Section 11.~~ The City shall have the right to deduct from an employee's paycheck any overpayment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

~~Section 12. Residency.~~ All members of the bargaining unit shall be required to maintain residency within Macomb County and/or 20 miles of the City's municipal boundaries within six months from date of hire.

~~Section 13.~~ Both parties agree that compliance with the Michigan Handicapper Civil Rights Act and the Americans With Disabilities Act shall take precedence over any provision of this Agreement.

~~Section 14.~~ All members of the bargaining unit shall be eligible to participate in the City's Flexible Spending Program, including dependent care and medical savings accounts, in accordance with Federal laws. Reimbursement to employees shall be made on a monthly basis for all participants.

~~Section 15. Reclassification Process.~~ All requests for reclassification will be forwarded to the Unit Chairperson beginning the first work day and ending the last work day in October of each year. The Steward will retain one copy for the Union file, provide a copy to the employee seeking reclassification, and submit one copy to the Human Resources Office.

The City will contract with the Michigan Municipal League (MML) to review all reclassification requests. The MML review will consist of the following: job description review and update, internal point factor analysis, and market survey. The Union and City agree to abide by the recommendations presented by the MML.

All requests will be acted upon by February 1 of the following year. If the request is not acted upon by February 1, the request will be automatically granted. If the

reclassification request is granted, the new classification and corresponding wage will be effective February 1.

An employee may only appeal a reclassification request 24 months or more from the date the previous request was submitted.

Section 16. Part-time employees hired into full-time positions shall have their part-time date of hire used for purposes of calculating vacation time and longevity pay. This includes current full-time employees who previously held part-time positions with the City.

ARTICLE 21

Job Vacancies

This contract will supersede existing Civil Service rules for filling job vacancies, therefore the following shall govern job vacancies, and promotions.

Job Vacancies/Promotions:

Section 1.

- A. Upon determination by the Employer that a job vacancy is to be filled, the Employer will announce and post for ten (10) working days after the date of the announcement the classification to be filled for the Bargaining Unit.
- B. The Employer shall list all pertinent information relating to the classification, the main qualifications, rates of pay, etc.

To be eligible for consideration for the vacancy, bargaining unit employees must:

- 1. Have completed the initial probationary period.
- 2. Meet the minimum qualifications for the classification.

Section 2.

- A. Selection among those applicants determined eligible, as stated above to fill the vacancy is made in the following order:
 - 1. Demotions:
 - a. Within the Department first
 - b. Within the Bargaining Unit
 - 2. Lateral Transfer:

- a. Within the Department first
 - b. Within the Bargaining Unit
3. Promotion:
- a. Within the Department first
 - b. Within the Bargaining Unit

Section 3.

- A. The decision of the appointing authority shall be based upon the employee's qualifications, experience, work record, prior education and training, and bargaining unit seniority.
- B. Where employees are determined to be qualified within the order of selection indicated herein, bargaining unit seniority shall be the determining factor.
- C. All subsequent openings will be posted in the same manner.
- D. All demotions and lateral transfers shall be determined by seniority only.

Section 4.

- A. The successful employee shall be given a probationary period of ninety (90) days to qualify on the job. The Department will assist the employee wherever possible.
- B. In the event the employee cannot qualify or voluntarily decides to withdraw from the new position, the employee shall be returned to the former classification and department within the Bargaining Unit.

ARTICLE 22

Waiver Clause

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they

negotiated or signed this Agreement.

ARTICLE 23

Hours of Work

Section 1. Normal Working Hours. The normal work week for full-time employees consists of five (5) days, Monday through Friday. The normal work day consists of seven and one-half (7-½) hours of work with a one (1) hour lunch break. Normal work hours for full-time employees are 8:30 a.m. to 5:00 p.m. daily, except for full-time Animal Control Officers and a full-time Police Lab Technician whose normal work day consists of eight (8) hours with a one-half (½) hour paid lunch.

It is recognized that the normal scheduling of the Librarian and Animal Control Officers includes evening hours and weekends. If flex time scheduling has been approved, by the City Manager, the shift allowance shall not apply.

Section 2. Employees employed on the 2nd and 3rd shift shall receive, in addition to their regular pay, thirty-five (35¢) cents per hour respectively, additional compensation. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

Section 3. The senior employee in any classification will have the choice of regular scheduled working hours whenever there is a change in schedules before those employees with less seniority.

Section 4. For the term of this Agreement, the City agrees not to exercise its right to reduce the hours of work.

ARTICLE 24

Overtime

Section 1.

A. Definitions:

1. CASUAL - The continuation of the present work shift.
2. SCHEDULED - Overtime which is worked on holidays or premium days.
3. CALL-IN - Overtime during the regular work week where an employee is called back after the regular shift but prior to the next shift.

B. Time and one-half will be paid for time worked in excess of seven and one-half

(7-½) hours (eight hours for Animal Control Officers and Police Lab Technician) in any continuous 24-hour period beginning with the starting time of the employee's shift.

- C. Time and one-half will be paid for time worked on the sixth (6th) day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) during the employee's work week.
- D. Double time will be paid for time worked on the seventh (7th) day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) during the employee's work week.

Double time will be paid for time worked by full-time employees on City-designated holidays.

~~Section 2. Overtime Guarantee.~~ An employee reporting for work on Management's instructions on a holiday or premium day (scheduled overtime) shall be guaranteed four (4) hours pay at the appropriate premium rate.

An employee reporting for call-in time assignments after the regular work shift shall be guaranteed three (3) hours pay at the appropriate premium rate of pay. Call-in premium days and holidays shall provide no less than four (4) hours guaranteed work at the appropriate premium rate.

~~Section 3.~~ Overtime work will be permitted only when authorized.

~~Section 4.~~ All overtime for each classification will be rotated at each location and on each shift, whenever possible. Employees who are offered overtime but who refuse to work it will be charged for those overtime hours as if worked.

~~Section 5.~~ An employee required to work more than two (2) hours overtime shall be granted a 15-minute coffee break. In the event that such overtime is extended into the 12th hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the 12th hour.

~~Section 6.~~ An employee shall be granted a fifteen (15) minute coffee break each morning and afternoon as scheduled by the supervisor.

Section 7. At the employee's discretion, he/she may be allowed compensatory time off for all hours worked in excess of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) in any one work week. These compensatory time hours are earned at the rate of one and one-half (1-½) hours for each additional hour worked up to an annual maximum of one hundred twelve and one-half (112-½) hours per fiscal year. Time off under this provision is subject to prior approval of the appropriate department head. Upon death, retirement or resignation, the employee shall be paid for any unused hours.

The accumulated unused compensatory time for all employees shall be computed by the City as of the pay period ending date for the first bi-weekly pay day in June and paid to the employee by June 30th. Compensatory time earned after that pay period until June 30th shall be carried from one fiscal year into the next. However, employees may elect to carry into the next fiscal year up to three (3) days (22.5 hours for 37.5 hour employees and 24 hours for 40 hour employees) of accumulated compensatory time.

Section 8. All full-time employees who are required to work the Saturday following two consecutive holidays (i.e., after Thanksgiving) will receive pay at the rate of time and one-half (1-½) for all hours worked.

ARTICLE 25

Extended Service Pay

Full-time employees will receive an annual bonus based upon their years of service, payable July of each year. These payments will be based upon the following schedule:

Years of Service completed as July 1

5 years	\$2,000
10 years	\$2,300
15 years	\$2,700
20 years	\$3,100
25 years	\$3,200

For fiscal years 2013/14 (payable in July, 2014), 2014/15 (payable in July, 2015) and fiscal year 2015/16 (payable in July, 2016), extended service pay will be paid in accordance with the following schedule:

Years of Service completed as July 1

5 years	\$1,333
10 years	\$1,533

15 years	\$1,800
20 years	\$2,067
25 years	\$2,133

Employees retiring, new in the Bargaining Unit, or absent for any reason shall be eligible for a prorated portion of the reduced extended service pay based on the number of months worked. Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 shall receive one-half the amount of the reduced extended service pay.

ARTICLE 26

Vacation

All full-time employees shall be entitled to vacation time with pay under the following schedules:

- A. Employees who have completed one (1) year continuous service shall be granted ten (10) work days vacation upon completion of each year without loss of pay.
- B. Employees who have completed five (5) years to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
- C. Employees who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
- D. Employees who have completed twelve (12) to nineteen (19) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- E. Employees who have completed twenty (20) to twenty-four (24) years of continuous service shall be granted twenty-two (22) work days vacation upon completion of each year without loss of pay.
- F. Employees who have completed twenty five (25) years of continuous service shall be granted twenty five (25) work days vacation upon completion of each year without loss of pay.
- G. After new employees have finished the probationary period, they shall be entered on the vacation list and shall earn (accrue) vacation from the day they commenced their employment.

- H. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- I. Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.
- J. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed and have the option of being paid for up to seven (7) days of unused vacation days in excess of 30 at 100%. Vacations will be based on anniversary date for each employee. For example:

An employee who was hired on September 1, 2005 had the thirty (30) day maximum accumulation. On September 1, 2011, this employee would be credited an additional fifteen (15) days vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the fifteen (15) days. Vacation earned during one (1) year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual, except in cases of emergency if approved in writing by the City Manager.

- K. In case of retirement, resignation in good standing, or death of an employee, the employee or employee's estate will be paid for all accumulated vacation days, plus a pro rata share of vacation by month during year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month, if separation occurs after the 15th of any month.
- L. Vacation shall be year around and can be taken in one (1) hour increments with prior approval of the employee's supervisor. In case of illness, employees can use vacation time, if needed, after all sick time and benefits are exhausted.
- M. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1, each employee shall indicate on a yearly calendar his/her vacation request no later than March 1. Employees have the right, however, to revise their preference as late as April 15 of each vacation year. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority.

ARTICLE 27

Sick Leave and Personal Time

- A. All full time regular employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment.
- B. Employees off sick shall be required to bring in a doctor's slip if the City Manager or designate requests it. The Employer may require an examination of the employee, following an illness or injury by a doctor of Employer's choice on City time and City expense.
- C. At the end of the first bi-weekly pay period ending in June each year, employees will have three (3) days (if available) converted to personal time from their sick leave bank to be used in the following fiscal year. After the aforementioned conversion employees will have all hours in excess of seven (7) days in their sick bank converted to personal time. In addition to this conversion, all employees who have completed their probationary period shall be entitled to one (1) personal business day per year. If the personal time is not used by the end of the first bi-weekly pay period in June of the next year, the employee will receive compensation computed on the basis of fifty percent (50%) of their regular hourly rate.

In the event of retirement or death, unused personal time shall be compensated at 100 percent (100%) of the regular hourly rate. In the event of resignation in good standing, unused personal time shall be compensated at 50 percent (50%) of the regular hourly rate.

The use of "personal time" is subject to approval in advance by the designated department head, but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of one (1) hour or more.

- D. Accumulated sick leave may be used in the following manner:
 - 1. Acute personal illness or incapacity over which the employee has no reasonable control.
 - 2. Absence from work because of exposure to a contagious disease which according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - 3. If reported before the start of shift, sick leave shall be available for use by employees in units of four (4) hours or more. If taken after the start of

shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour. For doctor and dental appointments, employees may utilize sick leave in one (1) hour increments based upon the following criteria:

- a. Employees must request the leave in advance indicating on the request for leave, the doctor's name and address.
 - b. Employees will be required to provide the Employer with a receipt from the doctor.
- E. Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.
- F. An employee absent for more than one month, with the exception of paid leave, will earn a sick leave day for the first month only.
- G. No employee can draw more than their regular scheduled hours of work per week for sick leave during a weekly period.
- H. The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.
- I. Upon the employee's death, retirement, or resignation in good standing, the City will pay fifty (50%) percent of the accumulated unused sick leave.

ARTICLE 28

Injury or Illness

A. Injury or Illness Arising Out of And in The Course of Employment:

1. For the loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to one (1) week, five (5) work days, without drawing on his/her sick leave accumulation for any one injury or illness.

An employee who continues on Worker's Compensation may be paid the difference between his/her regular wages and payment under the provisions of the Worker's Compensation Act. At the employee's option, the difference between the regular wages and Worker's Compensation will be offset by a

reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation weekly rate.

In no case shall an employee be compensated by a combination of Worker's Compensation and pro rated sick leave which will exceed the standard weekly income.

2. If sick leave accumulation is not available for the waiting period for the disability insurance (short term seven (7) days) other available leave may be approved for utilization in the sole discretion of the City Manager. During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide hospitalization, optical, and, dental coverage, and life insurance, at no cost to the employee. Sick leave will be earned only during the first month per Article 23 of this Agreement.

If an employee is unable to return to work after twelve (12) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and personal time will be compensated at one hundred (100%) percent.

If the employee's Worker's Compensation is contested, the benefits will not be operative until the claim is settled and is found to be in favor of the employee. However, during this period, the disability insurance would be available based upon the terms and conditions of the policy.

3. An employee who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.
4. Employee, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.

B. ~~Injury or Illness Outside the Scope of Employment:~~

The Employer will provide for all full time employees disability coverage as outlined per the attached Appendix "B" or equivalent comparable coverage.

1. Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period of seven (7) days. If sick leave accumulation is not available for the seven (7) days waiting period (due to a non-duty related injury), other available leave may be approved for utilization at the sole discretion of the City Manager. An injured or ill employee may utilize accumulated vacation, sick, and personal time in lieu of, and not as a supplement to, short-term disability benefits; provided, however, that the date of disability is not changed by the use of these banks in lieu of short-term disability benefits.

During the first six (6) months of a non-duty connected disability, the Employer will continue to provide hospitalization, optical and dental coverage and life insurance. Sick leave and vacation leave will be earned only during the first month of a non-duty connected disability.

2. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option they will be allowed to continue benefit coverage under COBRA.
3. The City will continue a non-duty disabled employee's health coverage, when they have filed a disputed Worker's Compensation claim, for a maximum of 12 months or until the disputed claim is decided. Should the injury be determined to be not work related, then the employee shall pay the cost for those excess months of coverage back to the City over an equal amount of time that the coverage was provided.
4. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and personal time will be compensated at one hundred (100%) percent.
5. An employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

C. Subrogation:

Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to

enforce payments shall not act as an election of remedies, but such injured employee or his/her dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his/her dependents or personal representative may not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his/her death, his/her known dependents or personal representative or his/her known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his/her insurance carrier or the employee or his/her personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereof against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

ARTICLE 29

Holidays and Furlough Days

- A. All full-time employees will be eligible to receive holiday pay under the following regulations.

Paid holidays are designated as:

New Year's Day	Martin Luther King, Jr. Day
Memorial Day	Veteran's Day
Labor Day	Thanksgiving Day
Christmas Day	December 31 st

- B. The employee must work or be on a paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.
- C. Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
- D. Full-time Animal Control Officers who are scheduled to work the holiday or day of the observed holiday shall be provided a day off immediately subsequent to the holiday so they may have the same amount of days off in a row realized by other classifications in this bargaining unit. On those occasions that there are two consecutive holidays on the Animal Control Officers two scheduled leave days, the employee shall take the following two days off.
- E. No Union employee shall be required to work on Labor Day, except in case of emergency.
- F. Holidays recognized by Item A of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of his supervisor.
- G. The Sterling Heights Public Library shall be closed on Mother's Day.
- H. Employees shall participate in scheduled unpaid furlough and unpaid holidays. Scheduled furlough and holidays may not be cancelled or rescheduled except with the approval of the City Manager. If this occurs, the employee shall schedule a different

day off in the same or next workweek in which the furlough or holiday occurs.

Unpaid Furlough Days. Employees shall take the following four (4) unpaid furlough days each fiscal year:

- a. Friday before Labor Day
- b. Columbus Day
- c. Presidents Day
- d. Friday before Memorial Day

Unpaid Holidays. In addition to the four (4) unpaid furlough days, employees will not be paid for the following four (4) holidays:

- a. 4th of July (observed)
- b. Day after Thanksgiving
- c. Christmas Eve (observed)
- d. Good Friday

The foregoing furlough and holidays shall not impact an employee's ability to earn overtime regardless of the day of the week worked. Furlough days shall accrue sick leave and vacation time and will not affect employee holiday pay or benefits. Employees' pension contributions will continue to be based on pensionable employee earnings. Service time, medical, dental, vision, and any other insured benefits coverage shall not be impacted by the furloughs. Furloughs will not count as a break in seniority and shall not impact seniority, extended service pay, step placement, and probationary periods. Additionally, employees may not substitute paid leave, such as sick leave or vacation time, for unpaid furlough hours.

An employee called in to work on an unpaid furlough day or unpaid holiday will not be required to make up the unpaid furlough day or unpaid holiday.

ARTICLE 30

Other Leaves

- A. Jury Duty. Any employee required to serve on jury duty or duly subpoenaed for a hearing scheduled by the State of Michigan Employment Relations Commission will suffer no loss of pay. Such employees will be paid the difference between jury pay and his regular pay.
- B. Funeral Leave. With the death of a spouse, child or stepchild, dependent member of

employee's family living in the same household, father, mother, father-in-law, or mother-in-law, a regular full time employee on request will be excused and receive payment for up to five (5) work days during the period commencing with the date of death and ending with the second consecutive work day after the funeral provided the employee attends the funeral. When death occurs in the remainder of the immediate family, i.e., stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, or grandchildren, payment will be authorized for up to three (3) working days. If the funeral for the above is to be held more than 250 miles from the metropolitan Detroit area, leave will be granted for up to five (5) days. One day of paid leave will be granted to attend the funeral of the following members of an employee's family: aunt, uncle, niece, and nephew.

Employees will be granted one additional day off to attend a memorial service if not held immediately following death in accordance with the time off provisions listed above. In order to be approved, employees must submit written documentation from the funeral home/church of the date the event is held.

ARTICLE 31

Salary and Wages

The pay ranges and steps in Appendix A will apply to classifications as indicated effective July 1, 2013 to June 30, 2016, including full-time and part-time employees hired during the term of this Agreement.

For eligible employees, advancements to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from the last regular step raise until the top step is reached. New or newly promoted employees will normally start at the first step shown in the range or at the first step that provides an increase and progress. The City Manager reserves the right to start a new employee at any wage step or move an employee's pay higher, but no more than the maximum at any time.

ARTICLE 32

Medical Benefits

- A. The basic medical and hospitalization coverage for all employees of the City as of July, 1, 2013 shall be Blue Cross/Blue Shield Community Blue 4 modified. Appendix B titled "Community Blue PPO Benefits-at-a-Glance Plan 4 modified" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums. Employee will pay ten percent (10%) of the health insurance premium using the BCBS illustrated rate and prescription drug illustrative rates and not adjusted by the City.

Prescription drug coverage will be provided to employees receiving medical and hospitalization coverage. Prescription drug insurance will carry \$15/\$30/\$50 co-pays with mandatory generic drug usage and step therapy. Administration of the prescription drug coverage will be performed by a Pharmacy Benefit Manager (PBM) selected by the City. The City reserves the right to change the PBM with 90 days' written notice.

The maximum City cost for the medical and prescription illustrative rates is the Hard Cap from Public Act 152. Employee would pay any premium costs in excess of the Hard Cap.

The City will reimburse employees for the cost of childhood immunizations (to age 16). To obtain reimbursement, all immunizations must be performed at the Macomb County Health Department and employees must present original receipts.

The City has the right to offer cost saving health coverage options on a voluntary basis to the Union during the life of this contract.

- B. Health Insurance Allowance. The Employer has a program to coordinate and to eliminate overlapping health care coverage. Each full-time employee or retiree who chooses not to join an Employer-sponsored health care plan and whose spouse or parent has coverage provided, shall be paid One Thousand Five Hundred (\$1,500.00) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been covered under an Employer-sponsored health care program, except that payments will be pro rated monthly to meet the dates the employee first participates and/or ends participation in this program.

Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the One Thousand Five Hundred (\$1,500.00) Dollars annual payment.

- C. Re-Enrollment Protection. Employees or retirees whose spouse's or parents' health care plans cease to cover the employee and their dependents, must re-enroll in an Employer-sponsored Health Care Plan. In such cases, the employee shall be allowed to enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carrier's implementation.
- D. The City shall provide at no cost to the employee the Blue Cross/Blue Shield Dental Program as provided in Appendix "C" or comparable coverage. See Appendix C for coverage description and limits.

- E. Life Insurance with Accidental Death and Dismemberment will be carried for each full time employee on paid status by the Employer at no cost to the employee. Coverage will be computed on the basis of two (2) times annual salary.
- F. At no cost to the employee, the Employer will provide disability coverage to full time employees as outlined per the attached Appendix B. The terms and conditions of the insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.
- G. The City will provide an optical plan to the employee and his or her dependents, which includes an annual eye examination and lenses and frames (or equivalent) on a bi-annual basis. Coverage limits include \$5.00 co-pay for an eye examination and a combined \$10.00 co-pay for lenses and frames. Contact lenses are covered to a maximum of \$105.00.

ARTICLE 33

Retirement and Pension

- A. For employees hired prior to July 1, 1998, a Defined Benefit Pension Plan will be provided under the terms of the City Charter and Article II of Chapter 41 of the Sterling Heights Code of Ordinances. For the purpose of this Article, the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement and who immediately upon leaving the Sterling Heights employment receives retirement benefits from a duly established City of Sterling Heights Retirement System. Employees who retire as a result of a duty-connected disability are likewise included.
- B. For service earned prior to July 1, 2013, the factor used to determine an employee's pension shall be 2.3 percent (2.3%) times the number of years of service, times the Final Average Compensation. The factor shall be 2.15 percent (2.15%) times the number of years of service earned on and after July 1, 2013 times Final Average Compensation.

Final Average Compensation shall be based on the best three (3) years of the last ten (10) years. All taxable income earned shall be used in computing employee contribution, excluding allowances and reimbursements, and Final Average Compensation, and shall include income paid into any deferred compensation plan. Of the monies paid as separation buyback, the payout of vacation, sick and personal time will be subject to the following limits in calculating the employee's Final Average Compensation:

1. A maximum of 150 hours of vacation time brought back at 100%; and,
2. A maximum of 50 hours of sick and personal time combined bought back.

Pension shall be vested after ten (10) years service. The employees' contribution shall be eight (8%) percent of earnings.

A retiree who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of his/her life, should the retiree predecease said beneficiary, may on a one time basis revert to one hundred (100%) percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employees Retirement System actuaries.

Effective July 1, 2008, the requirements to qualify for a defined benefit service retirement for employees in this bargaining unit shall be years of service plus age totaling seventy-five (75) or more. However, employees will continue to have the option of retiring at age 60 with ten (10) years of credited service. These requirements shall supersede all retirement qualification language in the City Charter and Pension Ordinance, except those dealing with duty and non-duty death, deferred, or disability retirements.

- C. In the event of an employee's death, who has ten (10) or more years of service, survivor pension benefits will be provided to the deceased employee's spouse in accordance with Section 41-34 of the City's Pension and Retirement Ordinance amended to reduce the credited years of service requirement for a death in service pension from 20 years to 10 years with a survivor pension of no less than 60%.
- D. Defined Contribution Plan. All new employees of the City hired after July 1, 1998 who become members of this bargaining unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the Sterling Heights Code of Ordinances. Such defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City of Sterling Heights Charter or Article II of Chapter 41 of the Sterling Heights Code of Ordinances. The City contribution shall be 4% of base salary. The employee may select one of the following amounts as the employee's contribution of gross pay to the defined contribution plan: 6%, 7%, 8%, 9%, 10%, 11%, 12%. If a selection is not made prior to July 1, 2013, the employee's contribution shall be 5% of gross pay. This shall be an irrevocable selection through the

end of the term of this Agreement Employee is vested after five (5) years.

Part-time employees who are converted to full-time employment shall have their years of part-time service counted on an hourly basis – each 1,950 hour period shall count as one completed year of service for purposes of defined contribution vesting and retiree health care eligibility.

- E. Employees hired by the City after July 1, 2013 are not eligible for medical, hospitalization, and prescription coverage (“retiree medical benefits”) upon retirement. An employee hired by the City prior to July 1, 2013 shall receive retiree medical benefits under the following terms and conditions:

Employer will provide the eligible retired employee and spouse (not dependents) retiree medical benefits. The requirements to qualify for retiree medical benefits for employees in this bargaining unit hired prior to July 1, 2008 shall be years of service plus age totaling seventy-five (75) or more. However, these employees will have the option of retiring and receiving retiree medical benefits at age 60 with ten (10) years of credited service. Retiree health care eligibility for new employees between July 1, 2008 and June 30, 2013 who become members of this bargaining unit shall be completion of thirty (30) years credited service at any age or any combination of age plus service totals 80. The spouse of a deceased retiree shall continue to receive retiree medical benefits so long as the surviving spouse continues to receive a pension and does not remarry.

Upon retirement, retiree medical benefits for the eligible employee and spouse only will be determined as follows:

- (1) The retiree medical benefits for an eligible employee retiring after July 1, 2013 will be equal to the medical, hospitalization, and prescription coverages provided at the time of retirement; provided, however, the retiree medical benefits are subject to any amendments to such coverages as negotiated by the bargaining unit as part of future collective bargaining agreements. The retiree will pay the same premiums, deductibles, and co-pays as active employees. Retiree medical benefits can be amended under this provision only twice in retirement by means of changes negotiated by the bargaining unit within a maximum of three consecutive collective bargaining agreements following this agreement. In the event the bargaining unit agrees to no medical, hospitalization, and prescription coverages for current members, the retiree’s retiree medical benefits will continue with the coverages applicable at the time the change to no medical benefits for current employees takes effect;
- (2) Employees hired between July 1, 2003 and June 30, 2008 as new employees of the City and who become members of the bargaining unit must pay 25% of the

monthly retiree health care coverage premium upon retirement.

- (3) Employees hired between July 1, 2008 and June 30, 2013 as new employees of the City and who become members of the bargaining unit must pay 60% of the monthly retiree health care coverage premium upon retirement.
- (4) In the event a retired employee obtains employment from an employer who provides hospitalization and medical insurance, they shall not be covered by the City's hospitalization insurance for the duration of said employment. Upon reaching age 65 or eligibility for MEDICARE, the retired employee and/or spouse must apply and pay for any costs related to MEDICARE coverage. The City will provide complimentary coverage with riders to provide a continuation of benefit level.

At no cost to the City and subject to insurability and dependent coverage is available, a retiree may, for a period of five years from the date of retirement, purchase health insurance for a dependent child up to age 26. This option is not available if the insured no longer qualifies as a dependent. It is agreed and understood that the City is under no obligation to procure coverage for dependents under this section.

- F. Post Employment Health Plan (PEHP). For employees hired between July 1, 2003 and June 30, 2013, the Employer will contribute \$1,100 on an annual basis (prorated with each biweekly pay) to the PEHP established to allow employees to accumulate assets to pay for medical expenses in retirement on a tax-free basis. For employees hired after July 1, 2013, the City's PEHP contribution will be \$1,000 annually.
- G. Members of this Unit who retire after July 1, 1993 shall be provided Twenty Thousand (\$20,000) Dollars worth of term life insurance until age 70. The premium for this policy shall be paid by the City.
- H. The City shall pick up the employee contributions required employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employee contributions from funds established and available in the Employees Deferred Pension Contribution Account, which funds would otherwise have been designated as employee contributions and paid to the Retirement Fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision.

The effective date of this provision shall be the first day of the first pay period beginning at least 15 days after the City has received notification from the Internal Revenue

Service that pursuant to Section 414(h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

With respect to the Plan Amendment and the "pick up" of employee pension contributions set forth in the paragraph above, it is expressly understood and agreed as follows:

1. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
 2. The actual current and future gross salary of the employees will not be affected by the plan amendment.
 3. Employee contributions will be withheld from the actual gross salary and paid to the plan as has been the practice in the past.
 4. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 5. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the Pension Plan.
 6. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.
 7. The plan amendment is being accomplished by local agreement rather than a change in State law.
- I. Military Service Credit. Effective July 1, 2013 and thereafter, a member shall be given service credit for not more than three (3) years active military service to the United States Government who is employed subsequent to this military service, upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to purchase, up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or locally publicly supported retirement system. Purchase for this time may be accomplished in increments

of no less than one year at a time or fraction of a year if there is less than a year to purchase left. Members who bought back more than three years of military service under prior collective bargaining agreements do not forfeit previously purchased years of service.

- J. Annuity Withdrawal. Members of the Bargaining Unit shall have available to them, in addition to the retirement options for the Defined Benefit Pension Plan already in place, an annuity withdrawal option as follows:
1. Definition - The annuity withdrawal is the option that allows members to withdraw their retirement contribution (with interest) at retirement and thereby forfeit the portion of their retirement allowance, which was financed by their contributions.
 2. A member who elects this option must make written application to the General Employees Retirement System Pension Board no later than thirty (30) days prior to the effective date of their retirement.
 3. The Pension Board shall issue the member's retirement. The thirty (30) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
 4. The parties agree that the Merrill Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. The option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have the annual pension reduced accordingly as determined by the Pension Board Actuaries.
 5. Employee contributions for prior municipal and military service buybacks are not included in an annuity withdrawal.
 6. Duty disabled retirees shall be allowed the option to take their annuity withdrawal under this Section at the time of their duty disability retirement rather than at the time of conversion to a regular retirement.
- K. Effective July 1, 2008, the City will contribute \$800 annually to each full-time employee's established deferred compensation account. Part-time employees hired prior to July 1, 2008 shall receive a \$400 contribution. This payment will be prorated throughout the year and deposited in the employee's account with each biweekly pay.

Effective July 1, 2013, the City's duty to contribute to an employee's deferred compensation account is suspended for the duration of the collective bargaining agreement. The City is under no obligation to pay any suspended contributions to an

employee's account.

ARTICLE 34

Educational Assistance

Section 1. This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training.

Section 2. The following provisions are established to govern the administration of the City's Educational Assistance Program.

- A. Application for Educational Assistance may be made by any full time permanent employee who has completed his/her designated probationary period.
- B. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which they are eligible, or received for the same course and reimbursement in accordance with this Article.
- C. Application will be approved by the department head and Human Resources Director only for courses related to the employee's present job or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
- D. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five (75%) percent reimbursement for tuition, lab fees, and required textbooks to a maximum of \$2,000/year for undergraduate classes and \$3,000 for graduate classes based upon courses completed with a "C" numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing." There shall be a One Hundred (\$100) Dollars limitation per fiscal year for non-credit courses.

If an employee terminates within one year of completing course work, the

employee must reimburse the City for any education aid the employee received in that one year period prior to termination.

- F. Employees must submit official school transcript showing a final grade received. The employee shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Management Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
- H. Expenses such as student fees, parking, mileage, shall not be part of the Educational Assistance Program.
- I. The applicants, under this program shall attend classes on their own time and without compensation from the City.

ARTICLE 35

Hearing Aide Reimbursement

The City will provide a maximum reimbursement of Two Hundred and Fifty Dollars (\$250) to all employees in the bargaining unit for hearing evaluations and prescription hearing aid devices. In order to be reimbursed, the employee must submit appropriate receipts.

ARTICLE 36

U.A.W. V-CAP

Section 1. During the life of this Agreement, the Employer agrees to deduct from the wages of each employee voluntary contributions to the U.A.W. V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form; provided further, however, that the employer will continue to deduct the voluntary contributions to U.A.W. V-CAP from the wages of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form.

Section 2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form, together with the provisions of this article of the Agreement.

Section 3. A properly executed copy of the "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form for each employee for whom voluntary contributions to U.A.W. V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have hereto before been delivered. Deductions shall be made thereafter, only under the "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" forms which have been properly executed and are in effect.

Section 4. Deductions shall be made, pursuant to the forms received by the Employer, from the employee's first Union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing.

Section 5. The Employer agrees to remit said deductions promptly to the U.A.W. V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.). The Employer further agrees to furnish V-CAP with a copy of each employee's "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form. The Employer further agrees to furnish U.A.W. V-CAP with a list of employees' names and deductions. This information shall be furnished along with each remittance.

Section 6. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action or not taken by the Employer for the purpose of complying with this article.

ARTICLE 37

Part-Time Employment

The City has the right to hire part-time employees on the following terms and conditions:

- A. The City may hire part-time employees, provided that the ratio of full-time to part-time employees is not less than fifty-five (55) to forty-five (45) percent.
- B. Part-time employees may work up to but not in excess of 1,500 hours per fiscal year. Part-time employees will work a variable schedule including evening and weekend hours; provided, however, that a minimum work shift for part-time employees will be three hours. A part-time employee required to return to work

after the completion of a scheduled shift will be compensated for not less than two (2) hours of work. Overtime (time and one-half) will be paid for hours worked in excess of 40 hours in a week.

- C. Part-time employees hired after July 1, 2012 will be paid eighty percent (80%) of the hourly rate at each step of the corresponding full-time position as listed in the attached Appendix A.
- D. Part-time employees will be represented by the Union pursuant to Article 1 of this Agreement. For the first six months of part-time employment, the part-time employee shall be considered probationary and not entitled to Union representation.
- E. Annually on July 1st, part-time employees will be credited with thirty hours of "Paid Time Off" (PTO). Part-time employees may use PTO only in full-one hour increments as sick, vacation, or personal paid time off, provided the use is approved by the part-time employee's supervisor. PTO does not accrue and is lost if not utilized by June 30th annually. There is no pay-out of unused PTO in the event a part-time employee ceases to be employed.
- F. A City retiree who is a participant in the general employee defined benefit retirement system may be re-employed by the City in a part-time position under the terms and conditions of this Article for a maximum of two-years. The City retiree is subject to the requirements of the City's normal hiring procedure and this part-time employment is subject to the limitation set forth in Section A of this Article. The above section E would apply to a rehired retiree.
- G. Part-time employees are eligible to compete for filling a job vacancy in the same manner as full-time employees in accordance with the terms and conditions of Article 21 of this Agreement.
- H. Except as provided under Article 20, §9 of this Agreement, part-time employees, including those hired pursuant to Section F of this Article, are not entitled to any of the employment and/or post-employment wages or benefits provided to full-time employees pursuant to this Agreement. The part-time employment of a City retiree hired pursuant Section F of this Article will not increase pension benefits and will not count as pension credited service. Bargaining unit seniority for a City retiree hired pursuant to Section F of this Article will be calculated from the date of reemployment as a **part-time** employee.

ARTICLE 38

Termination of Agreement

Section 1. THIS AGREEMENT shall be in full force and effect from July 1, 2013 up to and including June 30, 2016, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2016, or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

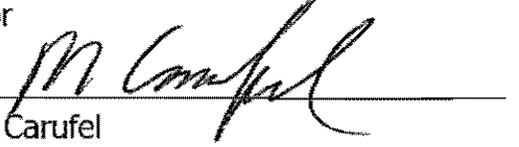
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

CITY OF STERLING HEIGHTS

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA (U.A.W.)


Richard J. Notte
Mayor

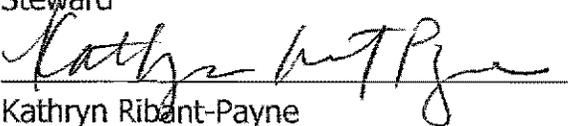

JAC Elgert
International Representative


Mark Carufel
City Clerk


Stephanie Burgess
Chairperson


Mark DiSanto
Steward

Dated: 3-21-13


Kathryn Ribant-Payne
Recording Secretary

EXISTING FULL-TIME EMPLOYEES

(Hired Before July 1, 2013)

Effective July 1, 2013, 2014, & 2015

03/06/13

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	39,097	40,080	41,070	42,112	43,155	43,697
hrly	20.0500	20.5540	21.0620	21.5960	22.1310	22.4090
bi-wk	1,503.75	1,541.55	1,579.65	1,619.70	1,659.83	1,680.68
ANIMAL CONTROL OFFICER						
ANNUAL	43,372	44,460	45,562	46,714	47,873	49,202
hrly	20.8520	21.3750	21.9050	22.4590	23.0160	23.6550
bi-wk	1,668.16	1,710.00	1,752.40	1,796.72	1,841.30	1,892.40
BROADCAST PRODUCTION SPECIALIST						
ANNUAL	43,921	45,019	46,148	47,301	48,484	49,093
hrly	22.5240	23.0870	23.6660	24.2570	24.8640	25.1760
bi-wk	1,689.30	1,731.53	1,774.95	1,819.28	1,864.80	1,888.20
NEIGHBORHOOD LIAISON SPECIALIST						
ANNUAL	57,281	58,712	60,182	62,885	63,228	65,291
hrly	29.3750	30.1090	30.8630	32.2490	32.4250	33.4830
bi-wk	2,203.13	2,258.18	2,314.73	2,418.68	2,431.88	2,511.23
POLICE LAB TECHNICIAN						
ANNUAL	44,732	45,845	46,993	48,162	49,368	49,988
hrly	21.5060	22.0410	22.5930	23.1550	23.7350	24.0330
bi-wk	1,720.48	1,763.28	1,807.44	1,852.40	1,898.80	1,922.64
POLICE LAB TECHNICIAN (con't)						
ANNUAL	52,237	0	0	0	0	0
hrly	25.1140	0.0000	0.0000	0.0000	0.0000	0.0000
bi-wk	2,009.12	0.00	0.00	0.00	0.00	0.00
RECREATION SPECIALIST						
ANNUAL	46,250	47,406	48,601	49,808	51,043	51,690
hrly	23.7180	24.3110	24.9240	25.5430	26.1760	26.5080
bi-wk	1,778.85	1,823.33	1,869.30	1,915.73	1,963.20	1,988.10
CITIZEN SERVICES SPECIALIST						
SR NEIGHBORHOOD LIAISON SPECIALIST						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,217
hrly	24.8770	25.4970	26.1330	26.7900	27.4610	27.8040
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,085.30
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,217
hrly	24.8770	25.4970	26.1330	26.7900	27.4610	27.8040
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,085.30
MANAGEMENT SERVICES SPECIALIST						
ANNUAL	49,479	50,715	51,979	53,283	54,617	55,302
hrly	25.3740	26.0080	26.6560	27.3250	28.0090	28.3600
bi-wk	1,903.05	1,950.60	1,999.20	2,049.38	2,100.68	2,127.00
COMMUNICATIONS SPECIALIST						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,488
hrly	24.8770	25.4970	26.1330	26.7900	27.4610	27.9430
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,095.73
SR BROADCAST PRODUCTION SPECIALIST						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,488
hrly	24.8770	25.4970	26.1330	26.7900	27.4610	27.9430
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,095.73
NEIGHBORHOOD SPECIALIST						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,488
hrly	24.8770	25.4970	26.1330	26.7900	27.4610	27.9430
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,095.73
BROADCAST PROGRAMMING SPECIALIST						
ANNUAL	53,082	54,414	55,773	57,172	58,599	59,921
hrly	27.2220	27.9050	28.6020	29.3190	30.0510	30.7290
bi-wk	2,041.65	2,092.88	2,145.15	2,198.93	2,253.83	2,304.68
BROADCAST SERVICES COORDINATOR						
ANNUAL	55,206	56,591	58,002	59,457	60,943	62,320
hrly	28.3110	29.0210	29.7450	30.4910	31.2530	31.9590
bi-wk	2,123.32	2,176.59	2,230.88	2,286.83	2,343.98	2,396.93
INFO/TECHNOLOGY SPECIALIST						
PURCHASING SPECIALIST						
ANNUAL	55,635	57,021	58,453	59,913	61,415	62,183
hrly	28.5310	29.2420	29.9760	30.7250	31.4950	31.8890
bi-wk	2,139.83	2,193.15	2,248.20	2,304.38	2,362.13	2,391.68

EXISTING FULL-TIME EMPLOYEES

(Hired Before July 1, 2013)

Effective July 1, 2013, 2014, & 2015

03/06/13

POSITION	A	B	C	D	E	F
SENIOR SYSTEMS ANALYST						
ANNUAL	57,860	59,301	60,791	62,312	63,870	64,669
hrly	29.6722	30.4110	31.1750	31.9556	32.7540	33.1640
bi-wk	2,225.42	2,280.83	2,338.13	2,396.63	2,456.55	2,487.30
LIBRARIAN						
ANNUAL	55,563	56,951	58,365	59,835	61,325	62,405
hrly	28.4940	29.2060	29.9310	30.6850	31.4490	32.0030
bi-wk	2,137.05	2,190.45	2,244.83	2,301.38	2,358.68	2,400.23
BUILDING MAINTENANCE COORDINATOR						
ANNUAL	56,278	57,686	59,129	60,600	62,117	62,893
hrly	28.8610	29.5830	30.3230	31.0770	31.8550	32.2530
bi-wk	2,164.58	2,218.73	2,274.23	2,330.78	2,389.13	2,418.98
LIBRARY PROGRAMMING SPECIALIST						
ANNUAL	56,604	58,020	59,461	60,949	62,481	64,527
hrly	29.0280	29.7540	30.4930	31.2560	32.0420	33.0910
bi-wk	2,177.10	2,231.55	2,286.98	2,344.20	2,403.15	2,481.83
RECREATION SUPERVISOR						
ANNUAL	57,870	59,315	60,799	62,323	63,874	65,317
hrly	29.6770	30.4180	31.1790	31.9610	32.7560	33.4960
bi-wk	2,225.78	2,281.35	2,338.43	2,397.08	2,456.70	2,512.20
BUDGET MANAGEMENT COORDINATOR						
ANNUAL	59,467	60,953	62,472	64,036	65,642	66,799
hrly	30.4960	31.2580	32.0370	32.8390	33.6630	34.2560
bi-wk	2,287.20	2,344.35	2,402.78	2,462.93	2,524.73	2,569.20
ACCOUNTANT						
ANNUAL	59,467	60,953	62,472	64,036	65,642	66,799
hrly	30.4960	31.2580	32.0370	32.8390	33.6630	34.2560
bi-wk	2,287.20	2,344.35	2,402.78	2,462.93	2,524.73	2,569.20
LIBRARY SERVICE AREA COORDINATOR						
ANNUAL	59,467	60,953	62,472	64,036	65,642	67,460
hrly	30.4960	31.2580	32.0370	32.8390	33.6630	34.5950
bi-wk	2,287.20	2,344.35	2,402.78	2,462.93	2,524.73	2,594.63
PLANNING COORDINATOR HUD COORDINATOR						
ANNUAL	60,791	62,310	63,868	65,459	67,105	67,945
hrly	31.1750	31.9540	32.7530	33.5690	34.4130	34.8440
bi-wk	2,338.13	2,396.55	2,456.48	2,517.68	2,580.98	2,613.30
PENSION ADMIN./L.B. ACCOUNTANT						
ANNUAL	64,962	66,586	68,251	69,958	71,707	73,500
hrly	33.3140	34.1470	35.0010	35.8760	36.7730	37.6920
bi-wk	2,498.55	2,561.03	2,625.08	2,690.70	2,757.98	2,826.93

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR**

Hired Prior to July 1, 2012

03/06/13

POSITION	A	B	C	D	E	F
VIDEO PRODUCTION TECHNICIAN - Part-Time	12.8010	14.2230	15.6450	15.8020	15.8810	20.2720
LIBRARIAN - Part-Time	25.7150	26.3610	27.0180	27.6950	28.3870	28.8850
ACCOUNTANT - Part-Time	27.4460	28.1322	28.8333	29.5551	30.2967	30.8304

**PART-TIME HOURLY RATES
1,500 HOURS MAXIMUM PER YEAR
(80% of Full-time Rate Hired Before July 1, 2013)**

Hired On or After July 1, 2012

03/06/13

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN	16.0400	16.4432	16.8496	17.2768	17.7048	17.9272
ANIMAL CONTROL OFFICER	16.6816	17.1000	17.5240	17.9672	18.4128	18.9240
BROADCAST PRODUCTION SPECIALIST	18.0192	18.4696	18.9328	19.4056	19.8912	20.1408
NEIGHBORHOOD LIAISON SPECIALIST	23.5000	24.0872	24.6904	25.7992	25.9400	26.7864
POLICE LAB TECHNICIAN	17.2048	17.6328	18.0744	18.5240	18.9880	19.2264
POLICE LAB TECHNICIAN (cont)	20.0912	0.0000	0.0000	0.0000	0.0000	0.0000
RECREATION SPECIALIST	18.9744	19.4488	19.9392	20.4344	20.9408	21.2064
CITIZEN SERVICES SPECIALIST SR NEIGHBORHOOD LIAISON SPECIALIST	19.9016	20.3976	20.9064	21.4320	21.9688	22.2432
COMMUNITY RELATIONS SPECIALIST	19.9016	20.3976	20.9064	21.4320	21.9688	22.2432
MANAGEMENT SERVICES SPECIALIST	20.2992	20.8064	21.3248	21.8600	22.4072	22.6880
COMMUNICATIONS SPECIALIST	19.9016	20.3976	20.9064	21.4320	21.9688	22.3544
SR BROADCAST PRODUCTION SPECIALIST	19.9016	20.3976	20.9064	21.4320	21.9688	22.3544
NEIGHBORHOOD SPECIALIST	19.9016	20.3976	20.9064	21.4320	21.9688	22.3544
BROADCAST PROGRAMMING SPECIALIST	21.7776	22.3240	22.8816	23.4552	24.0408	24.5832
BROADCAST SERVICES COORDINATOR	22.6488	23.2168	23.7960	24.3928	25.0024	25.5672
INFO/TECHNOLOGY SPECIALIST PURCHASING SPECIALIST	22.8248	23.3936	23.9808	24.5800	25.1960	25.5112
SENIOR SYSTEMS ANALYST	23.7378	24.3288	24.9400	25.5640	26.2032	26.5312
VIDEO PRODUCTION TECHNICIAN (Not 80%)	12.8010	14.2230	15.6450	15.8020	15.8810	20.2720
LIBRARIAN	22.7952	23.3648	23.9448	24.5480	25.1592	25.6024
BUILDING MAINTENANCE COORDINATOR	23.0888	23.6664	24.2584	24.8616	25.4840	25.8024
LIBRARY PROGRAMMING SPECIALIST	23.2224	23.8032	24.3944	25.0048	25.6336	26.4728
RECREATION SUPERVISOR	23.7416	24.3344	24.9432	25.5688	26.2048	26.7968
BUDGET MANAGEMENT COORDINATOR	24.3968	25.0064	25.6296	26.2712	26.9304	27.4048
ACCOUNTANT	24.3968	25.0064	25.6296	26.2712	26.9304	27.4048
LIBRARY SERVICE AREA COORDINATOR	24.3968	25.0064	25.6296	26.2712	26.9304	27.6760
PLANNING COORDINATOR HUD COORDINATOR	24.9400	25.5632	26.2024	26.8552	27.5304	27.8752
PENSION ADMIN./U.B. ACCOUNTANT	26.6512	27.3176	28.0008	28.7008	29.4184	30.1536

FULL-TIME EMPLOYEES (85%)
(Hired After July 1, 2013)
Effective July 1, 2013, 2014, & 2015

03/06/13

POSITION	A	B	C	D	E	F
HELP DESK TECHNICIAN						
ANNUAL	33,232	34,068	34,910	35,795	36,682	37,143
hrly	17,0425	17,4709	17,9027	18,3566	18,8114	19,0477
bi-wk	1,278.19	1,310.32	1,342.70	1,376.75	1,410.86	1,428.58
ANIMAL CONTROL OFFICER						
ANNUAL	36,866	37,791	38,728	39,707	40,692	41,822
hrly	17,7242	18,1688	18,6193	19,0902	19,5636	20,1068
bi-wk	1,417.94	1,453.50	1,489.54	1,527.22	1,565.09	1,608.54
BROADCAST PRODUCTION SPECIALIST						
ANNUAL	37,333	38,266	39,226	40,206	41,212	41,729
hrly	19,1454	19,6240	20,1161	20,6185	21,1344	21,3996
bi-wk	1,435.91	1,471.80	1,508.71	1,546.39	1,585.08	1,604.97
NEIGHBORHOOD LIAISON SPECIALIST						
ANNUAL	48,689	49,905	51,153	53,452	53,744	55,498
hrly	24,9688	25,5927	26,2336	27,4117	27,5613	28,4606
bi-wk	1,872.66	1,919.45	1,967.52	2,055.88	2,067.10	2,134.55
POLICE LAB TECHNICIAN						
ANNUAL	38,022	38,968	39,944	40,938	41,963	42,490
hrly	18,2801	18,7349	19,2041	19,6818	20,1748	20,4281
bi-wk	1,462.41	1,498.79	1,536.33	1,574.54	1,613.98	1,634.25
POLICE LAB TECHNICIAN (cont)						
ANNUAL	44,401	0	0	0	0	0
hrly	21,3469	0.0000	0.0000	0.0000	0.0000	0.0000
bi-wk	1,707.75	0.00	0.00	0.00	0.00	0.00
RECREATION SPECIALIST						
ANNUAL	39,312	40,295	41,311	42,337	43,386	43,937
hrly	20,1603	20,6644	21,1854	21,7116	22,2496	22,5318
bi-wk	1,512.02	1,549.83	1,588.91	1,628.37	1,668.72	1,689.89
CITIZEN SERVICES SPECIALIST						
SR NEIGHBORHOOD LIAISON SPECIALIST						
ANNUAL	41,233	42,261	43,315	44,404	45,516	46,085
hrly	21,1455	21,6725	22,2131	22,7715	23,3419	23,6334
bi-wk	1,585.91	1,625.44	1,665.98	1,707.86	1,750.64	1,772.51
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	41,233	42,261	43,315	44,404	45,516	46,085
hrly	21,1455	21,6725	22,2131	22,7715	23,3419	23,6334
bi-wk	1,585.91	1,625.44	1,665.98	1,707.86	1,750.64	1,772.51
MANAGEMENT SERVICES SPECIALIST						
ANNUAL	42,057	43,108	44,182	45,291	46,425	47,006
hrly	21,5679	22,1068	22,6576	23,2263	23,8077	24,1060
bi-wk	1,617.59	1,658.01	1,699.32	1,741.97	1,785.58	1,807.95
COMMUNICATIONS SPECIALIST						
ANNUAL	41,233	42,261	43,315	44,404	45,516	46,315
hrly	21,1455	21,6725	22,2131	22,7715	23,3419	23,7516
bi-wk	1,585.91	1,625.44	1,665.98	1,707.86	1,750.64	1,781.37
SR BROADCAST PRODUCTION SPECIALIST						
ANNUAL	41,233	42,261	43,315	44,404	45,516	46,315
hrly	21,1455	21,6725	22,2131	22,7715	23,3419	23,7516
bi-wk	1,585.91	1,625.44	1,665.98	1,707.86	1,750.64	1,781.37
NEIGHBORHOOD SPECIALIST						
ANNUAL	41,233	42,261	43,315	44,404	45,516	46,315
hrly	21,1455	21,6725	22,2131	22,7715	23,3419	23,7516
bi-wk	1,585.91	1,625.44	1,665.98	1,707.86	1,750.64	1,781.37
BROADCAST PROGRAMMING SPECIALIST						
ANNUAL	45,120	46,252	47,407	48,596	49,809	50,933
hrly	23,1387	23,7193	24,3117	24,9212	25,5434	26,1197
bi-wk	1,735.40	1,778.95	1,823.38	1,869.09	1,915.76	1,958.98
BROADCAST SERVICES COORDINATOR						
ANNUAL	46,925	48,102	49,302	50,538	51,801	52,972
hrly	24,0644	24,6679	25,2833	25,9174	26,5651	27,1652
bi-wk	1,804.83	1,850.09	1,896.25	1,943.81	1,992.38	2,037.39
INFO/TECHNOLOGY SPECIALIST						
PURCHASING SPECIALIST						
ANNUAL	47,290	48,468	49,685	50,926	52,203	52,856
hrly	24,2514	24,8557	25,4796	26,1163	26,7708	27,1057
bi-wk	1,818.86	1,864.18	1,910.97	1,958.72	2,007.81	2,032.93

FULL-TIME EMPLOYEES (85%)
(Hired After July 1, 2013)
Effective July 1, 2013, 2014, & 2015

03/06/13

POSITION	A	B	C	D	E	F
SENIOR SYSTEMS ANALYST						
ANNUAL	49,181	50,406	51,672	52,965	54,289	54,969
hrly	25.2214	25.8494	26.4988	27.1618	27.8409	28.1894
bi-wk	1,891.61	1,938.71	1,987.41	2,037.14	2,088.07	2,114.21
LIBRARIAN						
ANNUAL	47,228	48,408	49,610	50,860	52,126	53,045
hrly	24.2199	24.8251	25.4414	26.0823	26.7317	27.2026
bi-wk	1,816.49	1,861.88	1,908.11	1,956.17	2,004.88	2,040.20
BUILDING MAINTENANCE COORDINATOR						
ANNUAL	47,837	49,033	50,260	51,510	52,799	53,459
hrly	24.5319	25.1456	25.7746	26.4155	27.0768	27.4151
bi-wk	1,839.89	1,885.92	1,933.10	1,981.16	2,030.76	2,056.13
LIBRARY PROGRAMMING SPECIALIST						
ANNUAL	48,113	49,317	50,542	51,806	53,109	54,848
hrly	24.6738	25.2909	25.9191	26.5676	27.2357	28.1274
bi-wk	1,850.54	1,896.82	1,943.93	1,992.57	2,042.68	2,109.56
RECREATION SUPERVISOR						
ANNUAL	49,189	50,417	51,679	52,975	54,293	55,519
hrly	25.2255	25.8553	26.5022	27.1669	27.8426	28.4716
bi-wk	1,891.91	1,939.15	1,987.67	2,037.52	2,088.20	2,135.37
BUDGET MANAGEMENT COORDINATOR						
ANNUAL	50,547	51,810	53,101	54,430	55,796	56,779
hrly	25.9216	26.5693	27.2315	27.9132	28.6136	29.1176
bi-wk	1,944.12	1,992.70	2,042.36	2,093.49	2,146.02	2,183.82
ACCOUNTANT						
ANNUAL	50,547	51,810	53,101	54,430	55,796	56,779
hrly	25.9216	26.5693	27.2315	27.9132	28.6136	29.1176
bi-wk	1,944.12	1,992.70	2,042.36	2,093.49	2,146.02	2,183.82
LIBRARY SERVICE AREA COORDINATOR						
ANNUAL	50,547	51,810	53,101	54,430	55,796	57,341
hrly	25.9216	26.5693	27.2315	27.9132	28.6136	29.4058
bi-wk	1,944.12	1,992.70	2,042.36	2,093.49	2,146.02	2,205.44
PLANNING COORDINATOR HUD COORDINATOR						
ANNUAL	51,672	52,963	54,288	55,640	57,039	57,753
hrly	26.4988	27.1609	27.8401	28.5337	29.2511	29.6174
bi-wk	1,987.41	2,037.07	2,088.01	2,140.03	2,193.83	2,221.31
PENSION ADMIN./U.B. ACCOUNTANT						
ANNUAL	55,217	56,598	58,014	59,464	60,951	62,474
hrly	28.3169	29.0250	29.7509	30.4946	31.2571	32.0382
bi-wk	2,123.77	2,176.88	2,231.32	2,287.10	2,344.28	2,402.87

APPENDIX B

Disability Insurance

~~Short Term Disability Income for Accident or Sickness~~

Short Term Disability Income Benefit	60%
Elimination (Waiting) Period	7 days accident 7 days illness
Maximum Duration	26 weeks

~~Long Term Disability Income Benefit~~

Long Term Disability Income Benefit	60%
Elimination (Waiting) Period	180 days
Maximum Duration	Sickness to age 65 Accident to age 65

APPENDIX C

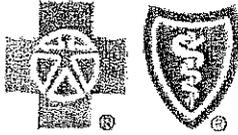
Blue Cross/Blue Shield Dental Plan

Coverage Description and Limits

- Class I: Diagnostic services, preventive services, and palliative treatment are covered at 75 percent of reasonable charges.
- Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75 percent of reasonable charges.
- Class III: Construction and replacement of dentures and bridges are covered at 75 percent of reasonable charges.
- Class IV: Orthodontic services are covered at 50 percent of reasonable charges.

Each member is entitled to maximum benefits of \$1,000 every contract year.

Each member (up to age 19) has a lifetime maximum of \$2,000 available for orthodontic services.



Community BlueSM PPO – Modified Plan 4 Medical Coverage Benefits-at-a-Glance

City of Sterling Heights – Group #25284/677

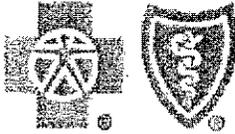
The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$750 for one member, \$1,500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits \$100 copay for emergency room visits 	\$100 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for mental health, substance abuse and private duty nursing 20% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	<ul style="list-style-type: none"> 50% of approved amount for mental health, substance abuse and private duty nursing 40% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
Annual copay dollar maximums – applies to copays for all covered services – excluding mental health, substance abuse services, private duty nursing and fixed dollar copays	\$1,500 for one member, \$3,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

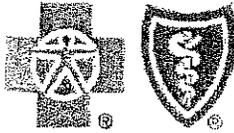
Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible

Physician office services

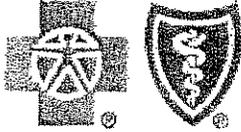
Office visits	\$20 copay per office visit	60% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	60% after in-network deductible	60% after out-of-network deductible, must be medically necessary
Office consultations	\$20 copay per office visit	60% after out-of-network deductible, must be medically necessary
Urgent care visits	\$20 copay per office visit	60% after out-of-network deductible, must be medically necessary

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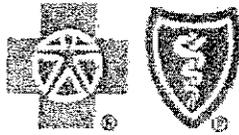
	In-network	Out-of-network *
Emergency medical care		
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible
Diagnostic services		
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible
Maternity services provided by a physician		
Prenatal and postnatal care	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible Includes covered services provided by a certified nurse midwife	60% after out-of-network deductible
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	60% after out-of-network deductible
Voluntary sterilization	80% after in-network deductible	60% after out-of-network deductible

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	In-network	Out-of-network *
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible
Mental health care and substance abuse treatment.		
Inpatient mental health care	50% after in-network deductible	50% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	50% after in-network deductible	50% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	50% after in-network deductible	50% after in-network deductible, in participating facilities only
	50% (no deductible)	50% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	50% after in-network deductible	50% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



	In-network	Out-of-network *
Other covered services		
Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$20 copay per office visit Limited to a combined maximum of 24 visits per member per calendar year	60% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible Limited to a combined maximum of 60 visits per member per calendar year	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible

Additional coverage:

Rider CB-ET \$100, emergency treatment copay requirement	Increases copay for outpatient hospital emergency room services to \$100 Copay waived if admitted for an accidental injury.
Rider CBC-MT\$20, Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits of \$20.
Rider CB-OV\$20, office visit copay requirement	Increases copay for select office visits to PPO network providers to \$20.

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

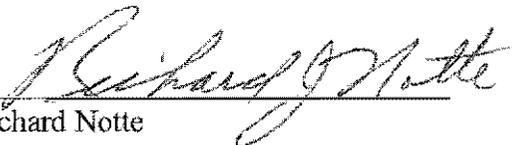
AND

UAW UNIT 40 OF LOCAL 412 – PROFESSIONAL AND TECHNICAL EMPLOYEES (Union)

It is hereby agreed and understood by the City and Union, that the 2013 - 2016 collective bargaining agreement between the parties shall be amended to incorporate the following terms and conditions:

The City and Union agree that if, during the term of the 2013 - 2016 collective bargaining agreement (Agreement), any other general (non-312 eligible) employee bargaining unit receives a health care plan superior to the plan(s) agreed to under the Agreement, the Union membership shall receive the superior plan, provided the Union membership makes the same contributions required of the other bargaining unit's membership.

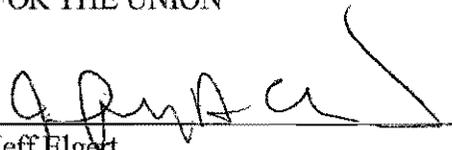
FOR THE CITY


Richard Notte
Mayor


Mark Carufel
City Clerk

3-21-13
Date

FOR THE UNION


Jeff Elgert
International Representative


Stephanie Burgess
Chairperson

3-21-13
Date



DELIVERED FEB 25 2016

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use

Item No: 7
Meeting: 03/01/16

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

Handwritten initials 'MC'

Contact Person/Telephone: Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

Handwritten initials 'MC'

City Clerk

Handwritten initials 'BS'

Finance & Budget Director

Handwritten initials 'SB'

City Attorney (as to legal form)

Handwritten initials 'ML'

City Manager

Table with 2 columns: Attachment Name, Status. Rows: Resolution, Ordinance, Contract, Minutes, Plan/Map, Other.

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

Executive Summary:

At the February 16, 2016 regular meeting, the City Council postponed a nomination to fill a vacancy on the five-member Board of Ordinance Appeals Panel II.

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.

To fill the vacancy on the Board of Ordinance Appeals Panel II, the two-step (nomination / appointment) process is required. 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 15, 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 (Arts Commission-exp. 06/30/18)

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.



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

City Clerk's Use

Item No: 8
Meeting: 03/01/16

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, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

At the February 16, 2016 regular meeting, City Council postponed appointments to the following boards and commissions that currently have vacancies due to resignations:

<u>Board / Commission</u>	<u># of Vacancies</u>	<u>Power of Appointment</u>	<u>To a Term Ending</u>
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, 2018

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.

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 (Arts Commission-exp. 06/30/18)
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	1	A	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	6
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	2
GONZALES	MANNY	0		2													1												16
GUBIN	JENNIFER	0		4		3		5			2								1	6									1
KIJEK	NANCY	0		3			1			4					2														1
LJUCOVIC	ROBERT	0		2										3							1	4							1
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	2
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	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	1

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 (Arts Commission-exp. 06/30/18)

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

Economic Development Corporation/Brownfield Auth.

(9 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1.		06/30/19	
Unexpired Term			

Applications on File:

Eric Castiglia

Brian Cole

Jazmine M. Early

(Arts Commission-exp. 06/30/18)

Kozeta Elzhenni

(Citizens Advisory Committee-Community Development BI 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 BI Grant-exp. 06/30/16)

Jeanne Schabath

(Arts Commission-exp. 06/30/18)

(Citizens Advisory Committee-Community Development BI 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																6
COLE	BRIAN	0					1							2															3	2
EARLY	JAZMINE	1	A	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	16	
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	1	
JOHNSON	LAUREL	2		A					2					1					3		A			5			6	7	1	
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	1	
MCMARTIN	BENJAMIN	0				1				3				4					2	6								5	2	
MITKOSKI	MARKO	0								1			3	2												7			2	
PARAVENTI	JOANNE	1				8				6	A	10		5		1				2	3			7			4	9	1	
SCHABATH	JEANNE	2	A							A				1							2								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	3	
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	1	

Ethnic Community Committee

(11 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/18	

Applications on File:

Abbott Basal

Mary Calabro

Jazmine M. Early (Arts Commission-exp. 06/30/18)

Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)

Manny Gonzales

Abul Patway

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
EARLY	JAZMINE	1	A	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	
THOMAS	ALVIN	0	2														1												5	
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	