

1. July 19, 2016 Agenda

Documents:

[COUNCIL AGENDA - 07-19-16.PDF](#)

2. July 19, 2016 City Council Packet

Documents:

[COUNCIL PACKET - 07-19-16.PDF](#)

3. July 19, 2016 City Council Report

Documents:

[COUNCIL REPORT - 07-19-16.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, JULY 19, 2016

7:30 P.M.

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

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

ROLL CALL

APPROVAL OF AGENDA

REPORT FROM CITY MANAGER

PRESENTATION

To adopt a resolution acknowledging and congratulating the Parkway Christian High School Eagles for winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.

To acknowledge a donation by the American-Polish Century Club to the Sterling Heights Area Community Foundation in the amount of \$500 in recognition of Sterling Heights winning the 2016 Pierogi Eating Championship at the 36th Annual Polish Summer Festival (Presentation by Club President Darryl Onderik, Executive Director Karl G. Oskoian and Mayor Michael C. Taylor).

ORDINANCE INTRODUCTION

- 1. To consider introduction of an ordinance amending Chapter 37 of the Sterling Heights City Code to increase the setback distances from public sidewalks and public roadways by 7 feet for enclosed utility trailers in single family residential areas and to require an**

approved surface for storage in side and rear yard areas (Presentation Denice Gerstenberg, City Development Director).

ORDINANCE ADOPTION

2. To consider adoption of an ordinance amending Section 28.13 of Chapter 28 of the Sterling Heights Zoning Ordinance to update the City's sign regulations. (Presentation Don DeNault, Assistant City Attorney).

3. **CONSENT AGENDA**

- A. **Approval of Minutes**
Regular Meeting of July 5, 2016
- B. **Approval of Bills**
- C. **To award a bid for asphalt materials for a six-month period at unit prices bid (Estimated six-month expenditure of \$30,000).**
- D. **To split an award of a bid for sign materials based on unit prices bid (Estimated annual cost of \$55,000).**
- E. **To purchase a 2017 Elgin Waterless Eagle street sweeper through a State of Michigan MiDeal cooperative bid (Total cost of \$275,000).**
- F. **To purchase a 2017 Freightliner 114SD tandem axle dump / snowplow truck chassis, dump box, snow plow, underbody blade and accessories for the Department of Public Works (Total expenditure of \$258,027).**
- G. **To approve the purchase of tax foreclosed parcels of real property situated in the city of Sterling Heights from Macomb County (Total cost to purchase of \$22,323.36).**
- H. **To approve final payment in the cumulative amount of \$21,250.00, plus interest on retainage, for Clinton River Corridor Tree Removal, City Project #15-278.**
- I. **To receive the lawsuit, *Black Diamond Fireworks, LLC d/b/a Pro Fireworks vs. City of Sterling Heights*; Macomb County Circuit Court Case No. 16-2309-CZ.**

CONSIDERATION

4. To consider adoption of a resolution authorizing the initiation of Circuit Court proceedings to abate public nuisances resulting from the cultivation of medical marihuana in residences (Presentation – Police Chief John Berg).

5. To consider an amendment to the fiscal year 2016/2017 budget to appropriate tax increment finance revenues to support the Local Development Finance Authority District Improvements (Presentation – Denice Gerstenberg, City Development Director).
6. To consider approval of a memorandum of understanding between the City of Sterling Heights and the Sterling Heights Police Officers Association/Michigan Association of Police (Presentation – Mark Vanderpool, City Manager).
7. To consider appointment of nominees to City of Sterling Heights Boards and Commissions.
8. To consider nominations to City of Sterling Heights Boards and Commissions.
9. 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

NEW BUSINESS

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

ADJOURN

Clerk of the Council

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

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

**MAYOR
Michael C. Taylor**

COUNCIL MEMBERS

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Deanna Koski
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REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

UNFINISHED BUSINESS

NEW BUSINESS

Regular Meeting of City Council

Tuesday, July 19, 2016

Page 4

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

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Clerk of the Council

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CITY MANAGER'S REPORT

July 19, 2016 --- CITY COUNCIL MEETING

A. CLINTON RIVER TRAIL IMPROVEMENTS

We would like to extend our appreciation to our own Police Lieutenant Aaron Burgess and the Clinton River Area Mountain Bike Association for the recent addition to the Clinton River mountain bike trail of a ramped wall to a curved bridge at the southern end of the trail, between the Edison Court trail head and Dodge Park. Volunteer spent over 14 hours clearing the trail and building the ramped wall due to several parents expressing concerns that young riders would ride off the edge of the curved bridge. This incredible group of volunteers are about to begin a couple of new projects, including the installation of guard rails on the long bridge and a rock path for bikers with a smooth stone bypass for walkers and joggers past the flood-prone crane section. They will be joined by two local Eagle Scouts. Information about the Clinton River Area Mountain Bike Association can be found at www.cramba.org.

B. 14 MILE RD CONSTRUCTION

The city is working to address the deteriorated conditions of 14 Mile Road.

- Concrete repairs on 14 Mile Road from Van Dyke about ¼ mile east have started and will be completed in the next month. Most work will be on the westbound lanes, as that is the worst of the pavement. Currently, the outer lanes of eastbound and westbound 14 Mile Road are closed to enable the work, with the two inner lanes and turn lane still open.
- Once the above work is completed, 14 Mile from Mound to Ryan will be repaved. That work is expected to be completed by the end of the fall.

C. NATIONAL NIGHT OUT

The Sterling Heights Police Department joins law enforcement agencies across the country in hosting the 33RD annual "Nation Night Out", **Wednesday, August 17th from 6:30-9pm at the Sterling Heights Police Department** (Dodge Park & Utica Road). Sterling Heights families are welcome to attend.

The event will include demonstrations of public safety equipment and displays from the police and fire departments. Emergency service personnel will speak to residents about established volunteer programs like the Citizens' Emergency Response Team (CERT), Neighborhood Watch and Citizens on Patrol (COPS) unit. Raffles, prizes and refreshments will also enhance the event.

D. TREASURE HUNTERS MARKET

The Treasure Hunters Market brings more than 100 sellers together with avid bargain shoppers for a day of fun-filled transactions. The event will be held at **Dodge Park on Saturday, August 6th from 8am – 3pm**. Get to Dodge Park early to find your hidden treasures. This event is free to attend. Concessions will be available. Call the Parks & Recreation Department at 586-446-2700 if you need additional information.

E. INFORMATION TECHNOLOGY PLAN PRESENTATION

F. "I LOVE MY PARKS" VIDEO

G. MISCELLANEOUS

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark D. Vanderpool", written over a horizontal line.

Mark D. Vanderpool, City Manager



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUL 14 2016

City Clerk's Use

Item No: Presentation # 1
Meeting: 07/19/2016

AGENDA STATEMENT

OMB A503 Rev. 11/04

Item Title: Presentation - To adopt a resolution acknowledging and congratulating the Parkway Christian High School Eagles for winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.

Submitted By: Community Relations Department

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

Administration (initial as applicable)

Attachments

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

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

Executive Summary

- Tonight, the Sterling Heights City Council will recognize and congratulate the Parkway Christian High School baseball team on winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.
- On June 18, 2016, the Parkway Christian Eagles defeated the St. Patrick High School Shamrocks from Portland, Michigan by a score of 10-3 to capture the state championship.
- The Parkway Christian Eagles played outstanding as a team and finished their 2016 season with a record of 23-11-1.
- The Parkway Christian Eagles are lead by Head Coach Rich Koch, Assistant Coach Scott Gross, Assistant Coach Bill Stewart and Assistant Coach Ryan Stewart.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to adopt the resolution acknowledging and congratulating the Parkway Christian High School Eagles for winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.

~ Resolution ~
Sterling Heights City Council

A resolution of the Sterling Heights City Council acknowledging and congratulating the Parkway Christian High School Eagles for winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.

On June 18, 2016, the Parkway Christian High School baseball team won the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball. This was the first state championship captured in the history of the baseball program at Parkway Christian High School.

With a team motto of “All In,” the Parkway Christian Eagles took on the Portland, Michigan-based St. Patrick High School Shamrocks in the state championship game played at Michigan State University in East Lansing, Michigan. The Eagles won championship by a final score of 10-3. The team finished its championship season with a record of 23-11-1.

Head Coach Rich Koch cites a loss to De La Salle Collegiate High School as the turning point in his team’s championship season. Following the loss, the senior players on the team called a players-only meeting and asked for more focus on “team” rather than the individual. Coach Koch saw a dynamic shift from that that point on as his players became one unit — a team.

In recognition of this athletic triumph, it is fitting and proper to acknowledge Head Coach Rich Koch, Assistant Coach Scott Gross, Assistant Coach Bill Stewart, Assistant Coach Ryan Stewart and the following Parkway Christian Eagles:

Jacob Bambrick	Dylan Hunter	Connor Mead
Pierce Banks	Caleb Joye	Adam Price
Montana Essian	Alex Julio	Adela Papiez
Austin Fuller	Andrew Manier	Conner Schlaf
Dominic Gallagher	Riley McManus	Salvatore Sieracki

Special recognition should be paid to Pierce Banks, Montana Essian and Andrew Manier, who were named to the All-State team.

NOW, THEREFORE,

BE IT RESOLVED, that the Sterling Heights City Council hereby acknowledges and congratulates the Parkway Christian High School baseball team for winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.

Adopted at the July 19, 2016 City Council Meeting by the Sterling Heights City Council.

IN WITNESS WHEREOF, I have set my official signature, this 19th day of July 2016.

MARK CARUFEL
City Clerk

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To acknowledge a donation by the American-Polish Century Club to the Sterling Heights Area Community Foundation in the amount of \$500 in recognition of Sterling Heights winning the 2016 Pierogi Eating Championship at the 36th Annual Polish Summer Festival (Presentation by Club President Darryl Onderik, Executive Director Karl G. Oskoian and Mayor Michael C. Taylor).

Submitted By: Community Relations Department

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

Administration (initial as applicable)

Attachments

<p>MC BB MK M.A.</p>	<p>City Clerk Finance & Budget Director City Attorney (as to legal form) City Manager</p>	<p>___ ___ ___ ___</p>	<p>Resolution Ordinance Contract</p>	<p>___ <u>x</u> <u>x</u></p>	<p>Minutes Plan/Map Other Request letter, Department reviews</p>
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Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office

Executive Summary:

The American-Polish Century Club, incorporated in 1961, is a fraternal, non-profit, non-partisan, and non-sectarian organization whose mission is to cultivate fellowship amongst its members and to preserve and promote the Polish heritage and inspire pride in its history, customs, and traditions.

An annual highlight on the calendar of the American-Polish Century Club is its annual Polish Summer Festival. The 36th Annual Summer Festival took place on July 8th, 9th and 10th. This festival featured live band performances, Polish Dance Ensembles, Polish and American food, refreshments, inflatables for the kids and the 2016 Outdoor Craft Show that attracted thousands of visitors to the American-Polish Century Club's grounds on Maple Lane.

The 36th Annual Summer Festival culminated with the annual Srodek Pierogi Eating Challenge held on Saturday, July 9th, 2016. The pierogi-eating competition featured a battle between teams representing the Cities of Sterling Heights and Warren. Sterling Heights' team, led by Mayor Michael C. Taylor and Councilman Nate Shannon, defeated the Warren team.

In recognition of Sterling Heights' 2016 pierogi-eating championship, the American-Polish Century Club is making a \$500 donation to the Sterling Heights Community Foundation for deposit into the Mayor Richard J. Notte Scholarship for Public Service Endowment.

American-Polish Century Club President Darryl Onderik will present the check to Sterling Heights Community Foundation Executive Director Karl G. Oskoian and Mayor Michael C. Taylor.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to acknowledge the donation by the American-Polish Century Club to the Sterling Heights Community Foundation in the amount of \$500 in recognition of Sterling Heights winning the 2016 Pierogi Eating Championship at the 36th Annual Polish Summer Festival and congratulate members of the Sterling Heights 2016 Team.



Business of the City Council
Sterling Heights, Michigan

City Clerk's Use

Item No: 1
Meeting: 07/19/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider introduction of an ordinance amending Chapter 37 of the Sterling Heights City Code to increase the setback distances from public sidewalks and public roadways by 7 feet for enclosed utility trailers in single family residential areas and to require an approved surface for storage in side and rear yard areas (Presentation Denice Gerstenberg, City Development Director)

Submitted By: Sterling Heights Office of City Development

Contact Person/Telephone: Denice Gerstenberg, City Development Director/446-2386 (with handwritten signature)

Administration (initial as applicable)

Attachments

Table with 4 columns: Initials, Name, Attachment type, and Description. Includes entries for City Clerk, Finance & Budget Director, City Attorney, and City Manager, with corresponding attachment types like Resolution, Ordinance, Contract, Minutes, Plan/Map, and Other.

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

Executive Summary

Background

City Administration has recently reviewed resident concerns relating to extremely large utility trailers on residential driveways. Under the current ordinance, when a driveway is utilized, a utility trailer cannot be within 8 feet from any public sidewalk or 7 feet from the front lot line if no public sidewalk exists.

City Administration has also been reviewing options for surface requirements when utility trailers and other recreational vehicles are stored in a side yard or rear yard. Certain surfaces are difficult to maintain and the use of such surfaces by large vehicles can create property maintenance concerns.

Proposed Amendments to the Current Ordinance

The proposed amendments would define an "enclosed" utility trailer and would impose a new setback requirement solely for those types of trailers. City Administration is proposing the addition of 7 feet to the current setbacks, which would require enclosed utility trailers to be kept at least 15 feet from a public sidewalk or 14 feet from a public roadway where no sidewalks exist.

The proposed ordinance will also clarify that all distance and length measurements include the “tongue” of the unit, not just the actual body. This is already the City’s current practice but the existing ordinance does not contain any measuring protocols.

Finally, the proposed ordinance will clarify that all recreational vehicles and utility trailers that are kept in a side yard or rear yard must be on a surface approved by the Building Official. This requirement will ensure against lawn ruts, weed growth, and other property maintenance issues.

Recommendation

The Office of City Development is recommending adoption of the ordinance amending Chapter 37 to increase the setback distances from public sidewalks and public roadways for enclosed utility trailers in single family residential areas.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to introduce the ordinance amending Chapter 37 of the Sterling Heights City Code to increase the setback distances from public sidewalks and public roadways by 7 feet for enclosed utility trailers in single family residential areas and to require an approved surface for storage in side and rear yard areas.

CITY OF STERLING HEIGHTS
MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CHAPTER 37 OF THE CITY CODE BY
INCREASING THE SETBACK DISTANCE FROM SIDEWALKS AND
PUBLIC ROADWAYS BY 7 FEET FOR ENCLOSED UTILITY TRAILERS IN
SINGLE FAMILY RESIDENTIAL AREAS

THE CITY OF STERLING HEIGHTS ORDAINS:

SECTION 1. Section 37-23 of Chapter 37 of the City Code shall be amended to add the following definition in alphabetical order:

UTILITY TRAILER, ENCLOSED. Any utility trailer with an interior that is fully or partially enclosed.

SECTION 2. Section 37-24(A)(2)(b) of Chapter 37 of the City Code shall be amended to add a new subsection (i) to read as follows:

37-24. REGULATION OF PARKING AND STORAGE.

b. The unit shall be parked or stored no closer than ~~eight~~8 feet from any public sidewalk or no closer than ~~seven~~7 feet from the front lot line where no public sidewalk exists.

(i) Exception: Effective January 1, 2017, an enclosed utility trailer shall not be parked or stored any closer than 15 feet from any public sidewalk and no closer than 14 feet from the front lot line where no public sidewalk exists.

SECTION 3. Section 37-24(B)(1) of Chapter 37 of the City Code shall be amended to add a new subsection a. to read as follows:

(1) The unit shall be parked or stored no closer than ~~eight~~8 feet from any public sidewalk or no closer than ~~seven~~7 feet from the front lot line, where no public sidewalk exists;

a. Exception: Effective January 1, 2017, an enclosed utility trailer shall not be parked or stored any closer than 15 feet from any public sidewalk and no closer than 14 feet from the front lot line where no public sidewalk exists.

SECTION 4. Section 37-24 of Chapter 37 of the City Code shall be amended to add a new subsection (J) to read as follows:

(J) Effective January 1, 2017, units shall at all times be parked or stored on a surface consisting of asphalt, concrete, pavers, or an alternative material approved by the Building

Official as suitable for ensuring proper maintenance of the area where the specific unit is being parked or stored. The surface must be maintained in accordance with all applicable provisions of the City Code, including any applicable provisions of the International Property Maintenance Code, as may be adopted and locally amended from time to time.

SECTION 5. Section 37-24 of Chapter 37 of the City Code shall be amended to add a new subsection (K) to read as follows:

(K) For purposes of this section, distance limitations shall be measured from any part of the unit closest from a direct line to the location from which it must be set back, including the body of the unit, the tongue of the unit, and any other protrusion of or from the unit, and length limitations shall include the body of the unit, the tongue of the unit, fender, wheel, and any other protrusion of or from the unit.

SECTION 6. All other provisions of the Code of Ordinances not specifically amended shall remain in full force and effect.

SECTION 7. 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 37 of the City Code by increasing the setback distance from sidewalks and public roadways by 7 feet for enclosed utility trailers in single family residential areas and to require an approved surface for storage in side and rear yard areas. 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

City Clerk's Use
Item No: 2
Meeting: 07/19/16

AGENDA STATEMENT

OMB A503 Rev. 11/04

Item Title: To consider adoption of an ordinance amending Section 28.13 of Chapter 28 of the Sterling Heights Zoning Ordinance to update the City's sign regulations. (Presentation Don DeNault, Assistant City Attorney)

Submitted By: Sterling Heights Office of Planning

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

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

On June 18, 2015, the United States Supreme Court, in Reed v Gilbert, issued a decision finding unconstitutional the portions of the Town of Gilbert, Arizona's sign ordinance that regulated signs based on content.

At the July 5, 2016 regular meeting, the City Council resolved to introduce the ordinance amending Section 28.13 of Chapter 28 of the Sterling Heights Zoning Ordinance to update the City's sign regulations.

Ordinance as Introduced (Suggested Action)

The proposed ordinance amendments introduced at the July 5, 2016 regular meeting rely heavily on content-neutral criteria such as property use, location, construction, and sign design (freestanding, temporary, mobile) to regulate the use and placement of signs to be consistent with the United States Supreme Court decision in Reed v Gilbert.

achieving the City's interests in maintaining property values, achieving aesthetics and traffic safety goals, and removing blight. In order to achieve that balance, the proposed ordinance removes most content-based categories; adds new content-neutral requirements for signage; adds and retains a variety of function-based distinctions; prohibits new billboards; and to the extent possible with content-neutrality, it preserves the City's current size and square footage limitations for temporary noncommercial signs.

Proposed Amendments to Ordinance as Introduced

During the discussion on the motion to introduce the amended ordinance, several issues were raised with respect to fees charged, treatment of flags on residential property, and registration of temporary signs on both commercial and vacant property.

City Administration has worked with the City Attorney to prepare alternative language that may be added to the proposed ordinance in order to address the items raised by City Council at the meeting:

A. Proposed Amendment to remove the \$10.00 retrieval fee (Motion to Amend No. 1)

At the regular meeting, Councilman Romano raised a concern about the fees listed on the application form for commercial signs, as well as the additional \$10.00 fee for retrieving a sign that is removed and stored by the City. City Administration has determined that the commercial sign fees listed on the applications are identical to those included in the City's Appropriations Ordinance, and these fees represent the cost to the City to review and process each application. However, the \$10.00 fee for sign retrieval should be removed, because the Appropriations Ordinance already includes the appropriate fees based on the size of the sign involved. Therefore, City Administration proposes an amendment to the language of the proposed ordinance as introduced, striking the above-referenced \$10.00 fee and replacing it with reference to the City's Appropriations Ordinance as follows:

Signs removed by the City shall be held for 10 days before disposal, and may be retrieved during that time by the owner or individual responsible for the sign upon payment of ~~a \$10~~ any administrative processing fee established by the City's annual appropriations ordinance.

B. Proposed Amendments for Flags on Residential Property (Motion to Amend No. 2)

During the discussion, Councilwoman Koski raised a concern about residential use of expressive flags and how such flags should be counted against the number and amount of square footage allowable for temporary signs on residential properties. To address these concerns, City Administration proposes an amendment to the language to better define flags as a distinct type of temporary sign, made of "cloth, fabric, bunting, nylon, or similar flexible material." In addition, City Administration also proposes an amendment that would allow a resident to maintain one (1) United States flag, one (1) state flag of Michigan, and two (2) additional flags on a permitted flag pole or on a staff affixed to the house without being counted against sign limitations or the total square footage allowed under the proposed ordinance. If not on a proper pole or staff, then any flag would be subject to the number and square footage limitations under the Ordinance for all temporary signage. The following amendments to the ordinance as introduced are proposed:

~~Any flag not adopted by the federal government, the state of Michigan, or the City shall be deemed to be a short term~~ is a short-term temporary sign made of cloth, fabric, bunting, nylon, or similar flexible material.

~~In addition to 1 Any United States flag and 1 official flag of the state of Michigan displayed on a permitted flag pole or on a flag staff affixed to the house on a single-family residential property, that has been adopted by the federal government, the state of Michigan, or the City up to 2 additional flags may be displayed on a permitted flag pole or on a staff affixed to the house without being counted against the individual sign limitations or the total square footage allowed under this section for temporary signage may be displayed and shall not count against any size or quantity limitations or prohibitions set forth in this section for the property where they are displayed.~~

C. Proposed Amendment to Registration Requirements - Vacant and Occupied Commercial Properties
(Motion to Amend No. 3)

The City Council deliberations also raised several concerns about the current registration process for placement of temporary signs on vacant and occupied commercial properties. Because the City is no longer able to regulate signage based on content, the sign registration process allows code enforcement to determine whether a temporary sign on vacant and commercial properties is permitted to remain in place when a property exceeds the City's square footage limits for temporary noncommercial signage. The registration process also provides information to assist code enforcement with contacting responsible individuals regarding any removal or maintenance issues that may arise.

The City's current registration process has been in effect since November of 2000. With more than 15 years to assess the effectiveness of the process, City Administration concurs that the process can be streamlined and the burden of obtaining signed consent from a property owner can be eliminated. The City Attorney and City Administration have reviewed registration requirements and forms in other communities throughout the country, and now propose a more streamlined approach that will still enable the City to enforce its signage requirements while providing a registrant with a simple and minimally intrusive means to register non-commercial temporary signs for placement on commercial and vacant properties.

The proposed process would allow a registrant to use an online form on the City's Website or a paper form provided by the City Clerk. The form would no longer require a signature from each property owner. Instead, the form will require the registrant to check a box on the application certifying that he or she has obtained the proper approvals for placement of the sign. The application would also include the following basic information:

- (1) The address of the location for the temporary sign;
- (2) A brief identifying description of the sign (or image) with the sign's dimensions;
- (3) Whether the sign is a short-term or long-term temporary sign;
- (4) The name, telephone number, and email address of the individual who provided permission for installation of the sign; and
- (5) A mailing address, telephone number, and email address for the registrant to which the City Clerk will provide an electronic confirmation of the registration or of any deficiencies in the registration information.

Registrants will have the option of choosing a start date for the sign to be displayed. If no start date is provided, the registration of the sign would be effective upon notice sent to the registrant by the City Clerk that the registration information is complete and display of the sign at the proposed location is permitted. To implement these changes, the following revisions are proposed to the ordinance as introduced:

Registration may be submitted through an online portal on the City's website or by using a form provided by the City's ~~code enforcement staff~~ Clerk.

The registration shall include the following information in order for the registration to be deemed effective:

- i. The address of the location chosen by the registrant for each the temporary sign shall be specified in the registration;
- ii. A description of the sign (or image) with the sign's dimensions;
- iii. The first and last name of the registrant;
- iv. Whether the sign is a short-term or long-term temporary sign;
- v. If the registrant is not the owner or a person with authority over the use of the location, the name, telephone number, and e-mail address for the individual who provided permission for installation of the sign;
- vi. A mailing address, telephone number, and e-mail address for the registrant to which the City Clerk will provide confirmation of the registration or any deficiencies in the registration information; and
- vii. A certification that the registrant has permission or authority from the property owner or person with authority over the property for installation of the sign.

If the registrant does not specify a start date for the sign to be displayed, Registration of the sign shall be effective upon written confirmation by the City that all information required by the registration form and required by this subsection has been accurately provided.

D. Alternative to Eliminate Registration for Occupied Commercial Properties (Alternate Motion to Amend No. 3)

At the July 5, 2016 meeting, a majority of the City Council requested that City Administration provide an alternative that would eliminate the old registration process for noncommercial signage on occupied commercial properties.

If the City Council does not approve the new streamlined modified registration process (Item C above), it may proceed with Alternate Motion to Amend No. 3 to eliminate the registration process for occupied commercial properties through the following text amendment:

Registration Requirements: Every temporary sign ~~in a non-residential zoning district or~~ installed on any vacant parcel within the City shall be registered prior to installation. A permit is not required.

It should be noted that under this Alternate Motion to Amend, the old registration process will still be in effect for temporary signs on vacant properties.

RECOMMENDATION

In order for the City Council to consider the subsidiary motions to amend, the main motion must be on the floor. Accordingly, City Council should begin with the Suggested Action (main motion) which places the ordinance before the City Council, as introduced. The City Council should then proceed with the suggested motions to amend.

Each motion to amend is debatable. If a motion to amend is approved, the ordinance stands before the City Council as amended. If a motion to amend is not approved, the ordinance stands before the City Council as introduced.

After all amendments are voted upon, the Mayor will call the vote on the main motion, as amended.

SUGGESTED ACTION (TO PLACE THE MAIN MOTION ON THE FLOOR):

MOVED BY:

SECONDED BY:

RESOLVED, to adopt the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to update the City's sign regulations.

MOTION TO AMEND NO. 1 (AMENDMENT TO REMOVE THE \$10.00 SIGN RETRIEVAL FEE)

MOVED BY:

SECONDED BY:

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(XI)(L)(16) to remove the proposed \$10 sign retrieval fee and include a cross-reference to any fees established by the City's annual appropriations ordinance.

MOTION TO AMEND NO. 2 (AMENDMENT TO REGULATIONS GOVERNING RESIDENTIAL FLAGS)

MOVED BY:

SECONDED BY:

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(IV) and (VI)(6) to define and regulate the use of flags on residential property.

MOTION TO AMEND NO. 3 (AMENDMENT TO IMPLEMENT STREAMLINED REGISTRATION FOR VACANT AND OCCUPIED COMMERCIAL PROPERTIES)

MOVED BY:

SECONDED BY:

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(XI)(L)(13) to modify the process for registering temporary signs on vacant and occupied commercial properties.

ALTERNATE MOTION TO AMEND NO. 3 (ELIMINATE REGISTRATION REQUIREMENT FOR OCCUPIED COMMERCIAL PROPERTIES)

MOVED BY:

SECONDED BY:

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(XI)(L)(13) to eliminate the registration requirement for occupied commercial properties.

CITY OF STERLING HEIGHTS

COUNTY OF MACOMB, MICHIGAN

ORDINANCE NO. 278-_____

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 278 OF THE CITY OF STERLING HEIGHTS, SPECIFICALLY ARTICLE 28, SECTION 28.13, TO IMPLEMENT NEW AND REVISED SIGNAGE REGULATIONS

Section 1. Article 28, Section 28.13 of Zoning Ordinance No. 278 shall be replaced to read as follows:

SECTION 28.13. SIGNS.

I. *Findings.* The City Council finds:

1. Signs are a separate and distinct use of the property upon which they are located and affect the uses and users of adjacent streets, sidewalks, and other areas open to the public.
2. Signs are also an important means of communication for businesses, organizations, individuals, and government.
3. Depending on their size, numbers, and character, signs may attract or repel visitors, affect the visual quality enjoyed daily by residents, affect the safety of vehicular travel and pedestrians, and define the character of the community.
4. Aesthetic considerations impact economic values as well as public health, safety, and welfare.
5. Signs also take up space and may obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation.
6. The unregulated installation and display of signs constitutes a public nuisance detrimental to the public health, safety, convenience, and general welfare.
7. Therefore, the purpose of this section is to establish reasonable regulations pertaining to the time, place, and manner in which outdoor signs and window signs may be installed and maintained in order to achieve the following purposes:
 - i. Promotion of the general health, safety, and welfare, including the creation of an attractive and harmonious environment;
 - ii. Maintenance and enhancement of the visual quality (aesthetics) of the community;
 - iii. Improvement of pedestrian and motorist safety by avoiding saturation and confusion in the field of vision, by directing and controlling pedestrian and vehicular traffic, and by minimizing distractions and obstacles to clear views of the road and of directional or warning signs;
 - iv. Protection and enhancement of economic viability by assuring that the City of Sterling Heights will be a visually pleasant place to visit or live;
 - v. Protection of property values and private/public investments in property;

- vi. Protection of views of the natural landscape and sky;
- vii. Protection of the public investment in the creation, maintenance, safety, and appearance of the City's streets, highways, and other areas open to the public;
- viii. Protection and enhancement of the City's attractiveness as a place for economic development and growth;
- ix. Avoidance of personal injury and property damage from structurally unsafe signs;
- x. Provision of effective and efficient opportunities for business identification by reducing competing demands for visual attention;
- xi. Allow for expression by signage subject to reasonable regulation.

II. *Intent.* The intent of this section is to regulate signage within the City of Sterling Heights in order to preserve the City's tradition and reputation as a community with a rich mix of land uses that blend into a landscape of high aesthetic quality. The regulation of signage is further intended to enhance the physical appearance of the City so that it remains an appealing and desirable place to live, work, and visit. The provisions of this section are the minimum amount of regulation necessary to achieve the purposes set forth herein and to preserve the scenic and natural beauty of designated areas, make the City a more enjoyable and pleasing community, and create a more attractive economic and business climate, while at the same time reducing signage distractions, eliminating hazards caused by signs, and minimizing confusion caused by conflicting adjacent and/or clustered signs.

III. *Scope.* The City Council further finds that many of the signs allowed in this section are situational, and the likelihood of multiple simultaneous situations arising on a lot at any particular time is remote. Therefore, the number of signs allowed on a lot is reasonable and allows alternative channels of communication as situations arise without adversely impacting the purposes of this section.

IV. *Definitions.* In addition to the general definitions set forth in this Zoning Ordinance, the following definitions shall apply to the regulations set forth in this section.

ADMINISTRATIVE REVIEW BOARD. A board comprised of the Building Official, City Engineer, and City Development Director to hear requests for administrative modification or administrative appeals permitted by this section.

AGRICULTURAL SALES SIGN. An accessory sign relating to the land use function of selling agricultural, dairy, livestock, or poultry products raised or produced at the location where the sign is installed.

DIRECTIONAL SIGN. A sign directing vehicular or pedestrian traffic to parking areas, loading areas, or to portions of a building or site.

ELECTRONIC MESSAGE BOARD. A freestanding sign that uses light emitting diodes (LED) to electronically change the image or message displayed on the message board.

FESTOON SIGN. Light bulbs, ribbons, streamers, or pinwheels, or light strips, banners, pennants, balloons, search lights, or similar objects and features, which are not an integral

physical part of the building or structure they are intended to serve and which are hung or strung for the purpose of drawing attention.

FLASHING, ANIMATED, OR MOVING SIGN. A sign that intermittently reflects lights from either an artificial source or from the sun; a sign which has movement of any illumination such as intermittent, flashing, or varying intensity or a sign that has any visible portions in motion, either constantly or at intervals, which motion may be caused either by artificial or natural sources. An electronic message board that otherwise meets the requirements of this section is not a flashing, animated, or moving sign.

FREESTANDING SIGN. A sign located in or upon the ground or attached to something requiring location on the ground, such as a freestanding frame, mast, or pole, which is not attached to any principal or accessory structure.

IDENTIFICATION SIGN OR NAMEPLATE. A wall sign stating the name of a person or firm, or stating the name or description of the permitted use of the premises.

MAXIMUM SIZE (OF A SIGN). The total area of a sign included within the rectangle, triangle, or circle caused by encompassing the outermost portions of the sign or around the outermost edges of a sign formed of letters or symbols only. On signs with more than one side, this measurement shall be determined with reference to the area contained on one side of the sign, including all openings.

MONUMENT SIGN. A freestanding sign attached to a permanent foundation with decorative base located on the ground with no exposed poles or other supporting devices.

OFF-PREMISES SIGN. A sign that communicates messages relating to any activity or use not related to the permitted use of the premises upon which the sign is installed.

PORTABLE SIGN. A sign without a permanent foundation and not permanently attached to a fixed location which can be carried, towed, hauled, or driven and is primarily designed or installed to be mobile rather than be limited to a fixed location regardless of modifications that limit its mobility, such as, but not limited to, vehicles, trailers, "A" frame, "T"-shaped, or inverted "T"-shaped sign structures.

PROJECTING SIGN. A sign which is affixed to or supported by any building or structure, or part thereof, which extends beyond the plane of the building wall, or part thereof, or structure, by more than 12 inches.

PUBLIC SIGN. A sign installed or required by any governmental entity to provide information to the public.

REAL ESTATE DEVELOPMENT SIGN. A temporary sign permitted for real estate development projects that have received site plan approval and are placed on the premises of a real estate development to indicate a proposed start date or to provide information regarding available properties or tenant spaces within the development.

RESIDENTIAL SUBDIVISION IDENTIFICATION SIGN. A permanent sign installed to exhibit the name of the residential development within which it is installed.

ROOF SIGN. A sign located on or above the roof of any building and which projects above or beyond the eave, roof, or parapet, or which is attached to a mansard type roof.

SIGN. The use of any words, numerals, figures, devices, inflatable moving advertising products, designs, logos, or trademarks which direct attention to a product, place, activity, person, institution, message, or business, or by which anything is made known to the general public, and which is visible and discernible off the lot or from any public right-of-way.

SIGN AREA. Unless otherwise noted, the total area within any circle, triangle, rectangle, or other geometric shape or envelope enclosing the extreme limits of writing, representation, emblem, or any similar figure or element of the sign. The area of a double-faced sign shall be computed using only one face of the sign, provided that the outline and dimensions of both faces are identical and that the faces are back-to-back so that only one face is visible at any location. The sign area shall not include any supporting framework, bracing, or decorative fence or wall when such feature otherwise complies with the requirements of this section and is clearly incidental to the sign itself. References in this section to the square footage of signs are references to the measurement of the sign area unless otherwise specified.



SIGN HEIGHT. Measured as the vertical distance from the normal grade directly below the sign to the highest point of the sign or sign structure, whichever is higher, and shall include the sign base. References to maximum height and height limitations in this section are references to this definition unless otherwise specified.

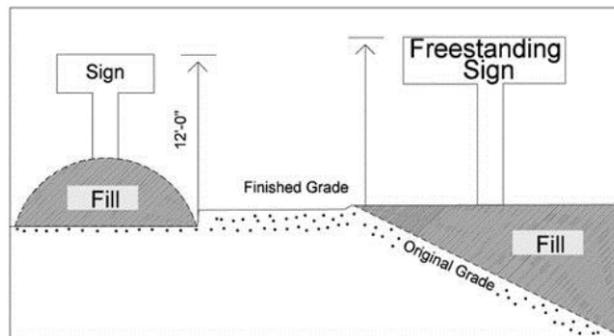
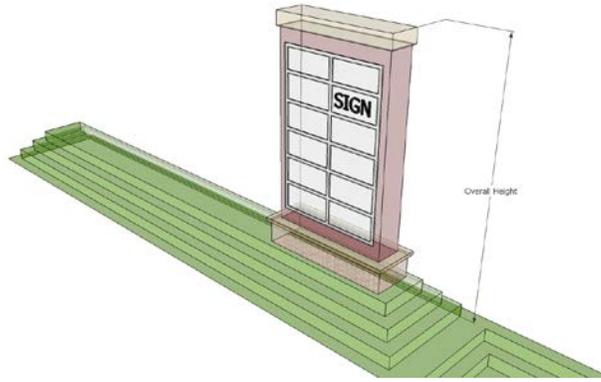


Figure III: Measuring Sign Height



SUPER REGIONAL MALL. A shopping mall with over 800,000 square feet of gross leasable area which serves as the dominant shopping venue for the region in which it is located.

SUPER REGIONAL MALL BOULEVARD ENTRANCE SIGN. A sign identifying a Super Regional Mall that is located upon the median of each boulevard leading directly into a Super Regional Mall development.

SUPER REGIONAL MALL DIRECTIONAL SIGN. A sign directing vehicular and pedestrian traffic to particular businesses within a Super Regional Mall that is located upon a private easement of a lot or parcel adjacent to the ring road of the Super Regional Mall or the boulevard leading directly into the Super Regional Mall development from a major thoroughfare as identified on the Master Road Plan.

SUPER REGIONAL MALL FESTOON SIGN. A banner style sign attached to a parking lot light pole located upon a lot or parcel abutting a ring road of a Super Regional Mall development. Such signs must be double-sided pole pocket style.

SUPER REGIONAL MALL PRIMARY ENTRANCE SIGN. A sign identifying a Super Regional Mall and its major tenants, and promoting events and activities taking place at the Super Regional Mall that is located upon a private easement of a lot or parcel adjoining a major thoroughfare as set forth on the Master Road Plan.

TEMPORARY SIGN. A sign not permanently attached to the ground, a structure, or a building and not supported by a permanent frame.

- a. A long-term temporary sign is a temporary sign constructed of durable, weather-resistant, wind-resistant materials equivalent or substantially as durable as vinyl, fabric, wind mesh, acrylic, polycarbonate, treated wood, aluminum, and aluminum composite, and affixed to a durable, weather-resistant, wind-resistant frame.
- b. A short-term temporary sign is a temporary sign constructed of less durable non-rigid or semi-rigid materials, such as paper, cardboard, polystyrene, foam PVC, foam board, and untreated wood, and affixed to a frame not designed for long-term outdoor sustainability, such as thin wire frames, hollow or lightweight plastic frames, and frames consisting of non-rigid or semi-rigid materials. Any flag not adopted by the

federal government, the state of Michigan, or the City shall be deemed to be a short-term temporary sign.

WALL SIGN. A sign attached to, placed flat against, or otherwise inscribed on an exterior wall or surface of any building, confined within the limits thereof, and no portion of which projects more than 12 inches beyond the wall, but which may or may not project above the roof or parapet.

WARNING SIGN. A sign that provides a warning or a notice to persons on, or entering upon, the premises on which the sign is located including, but not limited to, signs that guide vehicular or pedestrian traffic within, but not at the entrance of, a development, identify hazards and possibly dangerous conditions, ensure public safety, or are required by law to be installed.

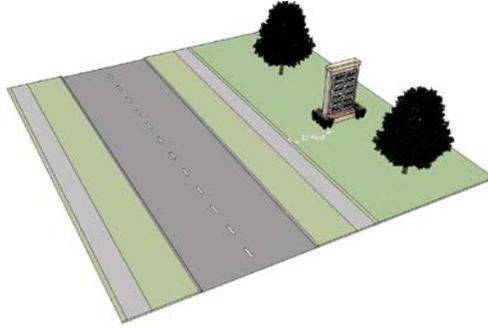
WINDOW SIGN. A sign consisting of words, numerals, or trademarks displayed in, attached to, or painted on a window.

V. *General conditions.* Except as otherwise provided herein, the following regulations shall apply to all signs installed or located in any use district:

1. All signs shall conform to all ordinances and regulations of the City of Sterling Heights, including, but not limited to, other sections of this Zoning Ordinance, the City's Code of Ordinances, and any other codes or regulations governing signage.
2. Signs shall not be placed in, project into, or overhang any public right-of-way or dedicated public easement, existing or proposed, unless placed or approved for placement by the City or applicable governmental entity or agency.
3. Signs shall not be placed on City property unless placed or approved for placement by the City.
4. Signs shall not be placed on utility poles, utility boxes, traffic control devices, telecommunications towers, sidewalks, lamp posts, hydrants, bridges, public property, public ways, easements, or trees unless placed or approved for placement by a governmental entity as public signs or warning signs.
5. Permanent signs shall not be placed in a required side yard setback or within 12 feet of a public right-of-way.
6. Signs shall not be placed in a manner that obstructs or diminishes sight lines for vehicular travel, obstructs driver vision, or creates potential hazards to pedestrian safety. All signs shall comply with the corner clearance requirements set forth in section 28.03.
7. Signs must have a minimum clearance of 8 feet 6 inches above a non-public sidewalk and provide appropriate emergency vehicle clearance above driveways and maneuvering lanes.
8. Applications for approval of a sign permit will not be processed or placed on an agenda for any public hearing, nor will a sign permit be issued, on properties with outstanding

and unresolved code violations, including but not limited to violations of the International Property Maintenance Code as adopted and locally amended by the City, unless the property owners and occupants have executed a code compliance agreement with the City setting forth a written commitment by, and contractual obligation of, the applicant and property owner to bring the site and/or building into full compliance with all provisions of the applicable code within a specific time period acceptable to the City Development Director.

9. Signs shall not have more than 2 sides.
10. No sign shall be painted directly onto the wall of a building.
11. Signs shall not be equipped with audio capabilities and sound shall not be projected from any sign, except that menu boards approved as part of a drive through facility or signage designed for purposes of complying with laws enacted for the protection of persons with disabilities shall not be restricted by this provision.
12. Signs may not project images beyond the face of the sign and may not emit any odors or visible matter such as smoke or steam.
13. No person, entity, owner, business, or tenant shall allow an obsolete sign to be maintained on property for more than 30 days after same has become obsolete because of discontinuance of the business, service, or activity which the sign advertises, relocation to another site, or for any other reason. The fact that the obsolete sign is nonconforming shall not be construed as modifying any of the requirements of this section.
14. Every sign, including the sign structure, shall be maintained in a safe structural condition and in a neat, clean, secure, and attractive condition, with upright, secure supports. All sign materials shall be kept free of defective or missing parts, peeling, corrosion, or other surface or support deterioration, and in compliance with the current provisions of the International Property Maintenance Code, with local amendments as adopted by the City. All sign copy shall be maintained intact, free of defacement, and free of missing characters. If the sign is illuminated, all lighting fixtures and sources of illumination shall be maintained in a manner that renders them safe and in proper working order.
 - a. Violation of these provisions shall subject the responsible party to the remedial and enforcement provisions set forth elsewhere in this section and in Section [11-141](#) of the City Code.
15. For all signs other than a sign within a public right-of-way, the sign setback shall be measured from the property line or, in the case of an access easement, from the edge of the easement, to the closest point of the sign.



VI. Signs authorized in every zoning district:

1. Public signs.
2. Traffic control devices on private or public property, installed and maintained to comply with the Michigan Manual on Uniform Traffic Control Devices and, if not covered, with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration.
3. Numerals that identify the address of the property in accordance with applicable laws, codes, and regulations, so that public safety responders can easily identify the address from the public street.
 1. Unless an alternative requirement is adopted in the City Code or as part of a technical code adopted by the City, address numbers for all commercial buildings shall be displayed on the facade of the building adjacent to a public entrance to the building and each tenant space with its own address, and on a freestanding sign at the front of the site. For multiple tenant buildings, the freestanding sign shall include the address range of all addresses contained within the building. Further, numerals shall also be displayed at the rear entrance of the building/tenant space if there is access to a hard-surfaced area upon which vehicular traffic may maneuver. All address numbers shall be at least 4 inches in height. The color of the required numbers shall starkly contrast the background to which they are affixed. Because the required numbers are for emergency responders, they shall be excluded from any calculations of the property's total permitted signage.
4. Required government signs that warn of a danger or prohibit access to the property either generally or specifically.
5. Signs installed by MISS DIG, utility companies, lawn treatment companies, and similar signs intended to warn of a danger or alert the reader to a potentially dangerous condition or the existence of utility pipes or lines on the property.
6. Any flag that has been adopted by the federal government, the state of Michigan, or the City may be displayed and shall not count against any size or quantity limitations or prohibitions set forth in this section for the property where they are displayed.

VII. Prohibited signs:

1. Signs that violate any federal, state, or local law, code, or regulation.
2. Signs that violate zoning regulations governing home occupations as an accessory use.
3. Festoon signs.
4. Projecting signs.
5. Signs whose construction, design, location, or other physical characteristics are determined by any code official or law enforcement official to create a safety hazard or to be anathema to the general welfare, including but not limited to:
 - a. Signs of a size, location, movement, coloring, or manner of illumination which may be confused with or construed as, or which may conflict with, a traffic control device, or which hide from view any traffic or street sign or signal.
 - b. Signs consisting of moored balloons or other type of tethered floating signs unless approved by the City Planner in conjunction with an approved temporary use and if tethered to the ground.
 - c. Banners, posters, pennants, ribbons, streamers, LED lights, strings of light bulbs, spinners, or other similarly moving devices or signs which may move or swing as a result of wind pressure or other power source, unless approved by the City Planner in conjunction with approval of a temporary use for a special event of limited duration, permitted as holiday decorations, or otherwise permitted elsewhere in this section.
 - d. Signs which have blinking, flashing, or fluttering lights or other illuminating devices which exhibit movement.
 - e. Roof signs.
 - f. Signs that consist of or include a searchlight, beacon, strobe light, or similar form of illumination.
 - g. Signs that contain or consist of strings of light bulbs.
 - h. Portable signs kept in a stationary location and visible from a public way.
 - (i) Exception: Operable vehicles that are properly licensed and plated and which are adorned or embedded with permanent graphics, information, and/or messages that are visible to passersby shall only be parked on a property owned or operated by the vehicle owner or pertaining to an activity underway on the property where it is parked and shall be kept in a lawful vehicular parking or storage location a minimum of 30 feet from any public right-of-way.

VIII. Illumination.

1. No sign shall include or use flashing or intermittent illumination.
2. Flashing, animated, and/or moving signs are prohibited.
3. Illumination of signs shall be directed or shaded so as not to interfere with the vision of persons on the adjacent roadway or with adjacent property owners.
4. No illuminated sign shall be installed if it creates a distracting or hazardous condition to a motorist, pedestrian, or the general public, or which adversely impacts neighboring or nearby properties or uses.
5. No exposed reflective type bulb, par spot, or incandescent lamp which exceeds twenty-five (25) Watts shall be exposed to direct view from a public street or highway, but may be used for indirect light illumination of the display surface of a sign.
6. Electronic message boards:
 - a. Studies show that there is a correlation between electronic changeable copy signage and the distraction of drivers, who may be distracted not only by a changing message, but also by knowing that the sign has a changing message and waiting for the next change to occur. Despite these public safety concerns, however, there is also merit in allowing new technologies to easily update signage messages, to minimize the proliferation of signage by allowing multiple messages on a single sign, and to facilitate expression with messages that are easily discernible, so long as restrictions are in place to minimize the potential for driver distraction and to minimize negative impact to residential districts where signs can adversely impact the residential character of the area. Therefore, the following regulations shall apply to electronic message board signage:
 - (i) Display only static messages and/or images that remain constant in illumination intensity and do not have movement or the appearance or optical illusion of movement;
 - (ii) The image or message of the sign does not flash or scroll (vertically or horizontally);
 - (iii) Not operate at an intensity level of more than 0.3 foot-candles over ambient light as measured at a distance of one hundred and fifty (150) feet;
 - (iv) Be equipped with a fully operational light sensor that automatically adjusts the intensity of the electronic message board according to the amount of ambient light;

- (v) Change from one message to another message no more frequently than once every 10 seconds and the actual change process is accomplished instantly with no effects;
 - (vi) Electronic message boards may operate only when the nonresidential use to which they belong is open or between the hours of 6:00 a.m. and 10:00 p.m., whichever time period is shorter, if installed on a property located adjacent to a residential property use, except that noncommercial uses may also operate an approved electronic message board until and during an event that is open to the public and held after 10:00 p.m.;
 - (vii) Be designed to either display a full black screen or turn off in the event of a malfunction;
 - (viii) Not be authorized until the Building Official is provided evidence that best industry practices for eliminating or reducing uplight and light trespass were considered and built into the electronic message board; and
 - (ix) The area of an electronic message board may not exceed $\frac{1}{3}$ of the entire area of the freestanding sign.
- b. The owner of an electronic message board shall allow the City to use the electronic message board to communicate emergency public service information approved by the City Community Relations Director. The operational restrictions on electronic message boards set forth in this subsection shall not apply during any time that the electronic message board is used to communicate authorized emergency public service information for the city.
- c. The owner agrees to (i) update with an approved emergency public service information communication, or (ii) discontinue the emergency public service message as soon as possible after receiving a request from the City Community Relations Director. The owner shall file and keep current at all times with the Office of Community Relations the name, email address, phone number, cell phone number, pager and other available emergency contact information of the employee(s) or representative(s) of the owner who has been authorized and designated by the owner to communicate the approved emergency public service message using the electronic message board.
7. Internally illuminated signs are not permitted on properties utilized for residential purposes, with the exception of internal illumination for the address of the property if the address is affixed to a home, garage, or mailbox on the property.

IX. Enforcement:

1. The City may remove any nontemporary sign which violates any provisions of this section if the owner upon whose property the sign is located fails to make the sign

conform to the provisions of this ordinance within 48 hours of issuance of written notice of the violation.

2. With respect to temporary or portable signs, in the absence of prior permission having been granted by the property owner for the immediate removal of signs in violation, the City may remove any such sign which violates any provisions of this section if the owner upon whose property the sign is located fails to make the sign conform to the provisions of this ordinance within four hours of personal notice as defined below, or within 48 hours of issuance of notice as defined below. City officials may mark offending signs in a manner reasonably required for future identification. In the event that a marked sign is moved to another location, and such move does not cure the violation, the City shall not be required to give any additional notice before impounding the sign as a nuisance pursuant to the terms of this article.
3. In the case of any sign which is located in, projects into, or overhangs a public right-of-way or public easement in violation of this ordinance, the City may remove said sign without notice.
4. Signs impounded under this subsection will be logged and stored by the City for retrieval by its owner. Before any removed sign is returned to its owner, a fee as determined by the City shall be paid for the removal, storage, and reclamation. Any sign which is removed in accordance with this section shall be deemed abandoned if its owner or the person responsible for the sign does not reclaim it within 10 days of the date of its removal, after which the City may dispose of the sign without any further notice.
5. For purposes of this subsection, “issuance of notice” is defined to include any of the following:
 - a. Facsimile, electronic mail, or first class mail transmission of notice of a violation to either a person or committee mentioned on the sign or to the person responsible for placing the sign or to the property owner;
 - b. Posting of notice of a violation on or reasonably near the sign which is in violation, so long as the posting is conspicuous from the distance at which the sign is generally readable;
 - c. Posting of notice of a violation on or reasonably near one or more entrances of a habitable building on the same property as the sign, so long as the posting is conspicuous;
 - d. Transmission of a telephonic message which indicates that a violation exists, and which offers a brief explanation of the nature of the violation, recorded on an answering system of either a person or committee mentioned on the sign or to the person responsible for placing the sign or to the property owner.
6. For purposes of this subsection, “personal notice” means personal contact by a Code Enforcement Officer, or other duly authorized agent of the City, with either a person mentioned on the sign, the person responsible for placing the sign, the property owner, or

the property owner's authorized representative or resident agent. "Personal contact" means that the officer or agent initiated a person-to-person conversation, or some other real-time communication via electronic means, whereby the officer or agent communicated the existence of the violation and a brief explanation of its nature.

7. For purposes of this subsection, the phrase "person responsible" for a temporary sign is the person who places the sign, unless the person first notifies the City Clerk's office in writing of another person who is responsible. Persons responsible for political campaign signs also include the candidate for the political office advertised on the sign, unless the candidate first notifies the City Clerk's office in writing of another person who is responsible and the property owner. In a campaign regarding a ballot measure, the president or chair of the committee supporting or opposing the ballot measure, as well as the property owner, shall be deemed the responsible person, unless the City Clerk's office is notified in writing of another person who is responsible. The person who places the sign, the candidate or the president as applicable must provide the name, address, telephone number and signed consent of the other responsible person. Persons residing or located outside of Michigan may not be designated as responsible persons. The person placing the sign, or in the case of political campaign signs, the candidate, or in the case of a ballot measure, the committee president or chair, or in each of these cases the other responsible person if so designated, shall be liable to pay any fees or costs incurred for the removal and storage of illegal signs upon retrieval. This subsection shall not be construed to place responsibility upon responsible persons for civil infraction or misdemeanor violations of the City Code.
8. Any company or individual which files a false affidavit or application for any reason relating to signage under this section shall be guilty of a misdemeanor punishable in accordance with the penalties applicable to misdemeanors set forth in Section [1-9](#) of the City Code.
9. Owners, lessors, and lessees may all be held equally responsible for violations of this section.

X. Nonconformity and modification:

1. Notwithstanding the provisions of Article 27, signs lawfully in existence on the date the provisions of the ordinance enacting this section were first advertised, which do not conform to the provisions of this section, but which were in compliance with the applicable regulations at the time they were constructed, erected, installed, affixed, or maintained, shall be regarded as nonconforming. However, a sign installed during the period of time following the day on which the United States Supreme Court released its opinion in *Reed v Town of Gilbert* (June 18, 2015) and the date the provisions of this section were first advertised for adoption shall not be considered a nonconforming sign unless it conformed to the regulations in effect on the day immediately preceding the release of the decision in *Reed v Town of Gilbert*.
2. A nonconforming sign shall not be enlarged or extended.

3. A nonconforming sign shall not be moved to another location on the same lot or to any other lot.
4. A nonconforming sign that is destroyed or damaged as a result of factors beyond the control of the owner of the sign and the owner of the premises on which the sign is located, to an extent the destruction or damage exceeds 50 percent of its appraised value, shall not be replaced or restored unless it complies with this section.
5. A nonconforming sign that is destroyed or damaged as a result of factors beyond the control of the owner of the sign and the owner of the premises on which the sign is located, to an extent the destruction or damage is 50 percent or less of the appraised value, may be replaced or restored provided that the replacement or restoration is completed within 6 months after the date of the destruction or damage, and the sign is not enlarged or extended. The time for replacement or restoration may be extended for one additional 6 month period if the Building Department verifies that the replacement and/or restoration process is underway, is being pursued in good faith, and delays in the process are reasonably related to insurance or other financing delays beyond the control of the owner of the sign.
6. A nonconforming sign declared to be unsafe by a code official because of the physical condition of the sign, including an unsafe physical condition arising from the failure of the sign to be maintained, shall be removed.
7. The owner of any premises on which there is installed a nonconforming sign shall, upon notice from the City Planner, submit verification within 60 days that the sign was lawfully in existence at the time of adoption of these sign regulations. The City Planner shall maintain a registry of such nonconforming signs.

XI. Additional requirements. In addition to the provisions set forth above, the following requirements shall apply to various types of signs, based on construction, design, or function, located in various use districts as set forth in the following Sign Regulation Table. However, the Table is only intended as an easy reference chart, and the regulations set forth following the Table are controlling if applicable to any particular sign or situation, regardless of whether the Table omits a reference to the regulation in any cell, row, or column.

SIGN REGULATION TABLE

<i>Type of Sign</i>	Use Districts					
	One and Two Family Residential	Multiple Family & Mobile Home	Commercial	Office Including Office Research	Industrial	Parking District
<i>Agricultural Sales Sign</i>	A, D, L	A, D, L	A, D	A, D	A, D	None
<i>Billboard</i>	B	B	B	B	B	None
<i>Directional Sign</i>	C	C	C	C	C	C
<i>Freestanding Signs</i>	D, L	D, L	D	D	D	D
<i>Identification and Name Plate Signage</i>	None	None	E	E	E	None
<i>Real Estate Development Identification</i>	F	F	F	F	F	None
<i>Residential Subdivision Identification</i>	G	None	None	None	None	None
<i>Super Regional Mall Signs</i>	None	None	H, I, J, K	None	None	None
<i>Temporary Signs</i>	L	L	L	L	L	L
<i>Wall Signs</i>	M, N	M, N	N	N	N	None
<i>Window Signs</i>	None	None	O	O	O	None

Sign Table References:

- A. Temporary agricultural sales signs shall be permitted only on parcels at which the City Planner has verified the existence of lawful agricultural sales activity. Permanent agricultural signs are only permitted in nonresidential zones, except that permanent agricultural signs will be permitted in nonresidential zones for properties that do not have a residential use as their principal use if the City Planner has verified the principal use of the property as agricultural.
- B. Billboards:
 1. Billboards are freestanding off-premises signs.
 2. The City Council has determined that signs and billboards located on premises to which they do not specifically relate, and which are designed to capture the attention of motorists and others utilizing public ways, create a danger to public safety by distracting the attention of drivers from the roadway, who in some instances may focus on the message being conveyed, the anticipated message to follow, and/or other function of a billboard visible while operating a motor vehicle. A number of national and international studies during the period 2013 to 2016 have observed that “driving irrelevant” material may make it difficult to extract information that is necessary for safe driving; advertising signs affect driver attention to the extent that road safety is compromised; clear evidence of impaired driving performance became evident as drivers passed billboards at higher speeds; and drivers glance more at the time of a switch to a new message display than when a billboard is simply visible and stable.
 3. Further, the United States Supreme Court has recognized that it is not speculative to recognize that billboards, by their very nature, wherever located and however constructed, can be perceived as an aesthetic harm. An unmarred landscape promotes tourism and levels the playing field between local businesses and national chains.
 4. Several states have completely banned billboards, and at least 2 other states have banned the construction of any new billboards.
 5. Therefore, because billboards are only one form of expression for messages that can be communicated in many other reasonable and alternative ways, billboards are not permitted in the City of Sterling Heights, except as may be permitted by any governmental entity not subject to City regulation or control, in which instances all City regulations not otherwise preempted shall still apply, and if not preempted such billboards shall not exceed 25 feet in height or 150 square feet in area and shall be subject to the City’s sign permitting process.
 6. Nonconforming billboards in existence on the date this subsection was adopted may be maintained and repaired so as to continue the useful life of the sign. However, no features or characteristics of nonconforming billboards may be expanded, enlarged, or extended, and all of the regulations in this section and in

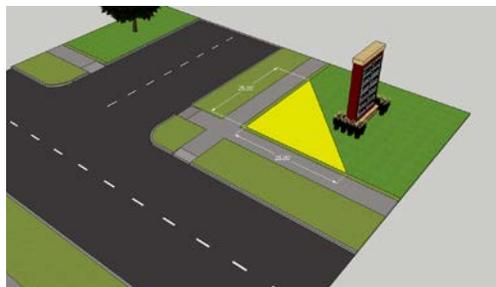
other sections of the City Code and applicable technical codes shall apply to nonconforming and exempt billboards in order to minimize their negative secondary effects, preserve the character and repose of adjacent areas, protect property values, and reduce traffic and similar hazards caused by undue distractions.

C. Directional sign regulations and distinctions were recognized by *Reed v Gilbert* (2015) as protecting vehicular and pedestrian safety, and therefore they serve a compelling governmental interest.

1. Directional signs shall be considered incidental, shall be limited to 1 sign at each entrance, and shall not exceed 4 square feet and 4 feet in height. Directional signs set at an entrance point may be located within a required yard subject to the sight line and clearance distance restrictions set forth in this section.
2. Directional, informational, and traffic control signs placed by government entities are permitted in all zoning districts and shall be installed, to the extent applicable, in accordance with the Manual on Uniform Traffic Control Devices.

D. Freestanding signs:

1. In all developments that require site plan approval pursuant to Article 26, 1 permanent freestanding sign shall be permitted, except as otherwise provided herein.
2. Permanent freestanding signs shall not exceed 15 feet in height as measured from the approved grade.
3. No sign shall be installed within the required corner clearance area established in Section 28.03 nor within the corner clearance area created by the 2 lines of the existing or proposed (whichever is greater) right-of-way lines of exterior streets and the curb line of a nonresidential entranceway, and the straight line connecting them at points 10 feet distant from where the right-of-way lines intersect.



- i. Exception: The sight distance triangle may be extended by the City to conform to minimum Michigan Department of Transportation sight distance standards or in situations when the City Planner determines that an extension is required for public safety due to topography, road alignment, or other physical conditions of the area.

4. Freestanding signs shall be designed to be compatible with the architecture and approved masonry materials used on the principal building. All permanent freestanding signs shall be monument style with a brick and/or decorative stone base with no exposed poles which is a minimum of 2 feet or 20% of the total height of the sign and base, whichever is greater. The height of the base for permanent freestanding signs shall not exceed 1½ times the width of the sign.
5. Up to ⅓ of a permitted freestanding sign may consist of an electronic message board or changeable copy area.
6. For developments having more than 1 frontage on a major or secondary thoroughfare having a right-of-way of at least 86 feet or greater, 1 freestanding sign shall be permitted to be located on each frontage, provided the distance between the 2 signs is not less than 500 feet measured along the abutting right-of-way line.
7. Permanent freestanding signs are not permitted on single-family residential properties, with the exception of residential subdivision identification signs as permitted in this section.
8. Off-premises signs are prohibited. Freestanding signs on nonresidential properties must relate to the business, activity, or service conducted on the premises upon which the sign is placed.

Exception:

- i. Freestanding off-premises signs for business tenants, if part of a unified development where separate parcels exist, so long as no other freestanding sign already exists on the parcel where the freestanding off-premises sign is proposed.
 - ii. Public signs, warning signs, and permitted directional signs.
9. The maximum size of a freestanding monument sign may be increased by 20% up to a maximum of 16 square feet provided the owner of the property agrees in a recorded document to irrevocably dedicate that additional dedicated square footage of the monument sign to solely advertise that space is available for rent, lease, occupancy, or sale.
 10. Permanent freestanding signs may be located in the required front yard if they are at least 12 feet from the existing or planned public right-of-way (whichever is greater) as shown in the Master Road Plan or at least 5 feet back from the curb or pavement of any private street. Permanent freestanding signs shall not be located in a required side yard or required rear yard. Temporary freestanding signs may be located in the required front yard if they are at least 5 feet from the public right-of-way as shown on the Master Road Plan or at least 5 feet back from the curb or pavement of any private street.

11. A permanent freestanding sign shall not be closer than 100 feet from any adjacent single or two family zoning district or 50 feet from any off-site sign.
 12. The maximum size of a freestanding sign in C-1, C-2, C-3, C-4, O-1, O-2, O-3, OR, TRO, PCD, M-1, and M-2 Districts (and on properties used for purposes that are only permitted in those districts) shall not exceed one square foot for each two linear feet of street frontage to which that sign is oriented. In no instance shall the frontage of two or more streets be combined in computing the maximum size permitted. The maximum size of any freestanding sign shall be 150 square feet. A freestanding sign may include an electronic message board provided the requirements set forth in this section for electronic message boards are met.
- E. An identification (nameplate) sign shall be considered incidental, and 1 sign, not exceeding 6 square feet, may be installed by each tenant. In addition to the identification signs for occupants, the rental and/or management office of the development may have 1 identification sign not to exceed 4 square feet in size.
- F. Real estate development signage is permitted as follows:
1. One 2-sided sign or two 1-sided signs shall be permitted to be located at each entrance to the development which is located on a major or secondary thoroughfare as identified upon the Master Road Plan. In addition, one 2-sided sign shall be permitted to be located upon a boulevard median of a collector, local, or private street leading directly into the development.
 2. Signs permitted under this subsection may not exceed a maximum size of 25 square feet.
 3. All other provisions of Section 28.13 not in conflict with this subsection shall apply.
- G. Residential subdivision identification signs:
1. Shall not exceed a maximum size of 25 square feet per sign.
 2. Shall be permitted to be located either upon masonry walls along the perimeter of the development meeting the requirements of section [24.01](#) or upon a masonry entranceway structure meeting the requirements of section [28.12](#).
 3. One 2-sided sign or two 1-sided signs shall be permitted to be located at each entrance to the development which is located on a major or secondary thoroughfare as identified upon the Master Road Plan. In addition, one 2-sided sign shall be permitted to be located upon a boulevard median of a collector, local, or private street leading directly into the development.
 4. The residential subdivision identification sign structure shall be in scale with any adjoining landscape treatment.

5. No entranceway sign structure permitted under this subsection shall be constructed of exposed concrete block, cinder block, precast concrete panels, or poured concrete.
 6. Any permitted residential subdivision identification sign shall be located in either a common area of the development or upon property for which a private easement has been granted to a subdivision association (or similar entity) which shall have the responsibility for maintaining the sign and any appurtenant structures. An agreement providing for the maintenance of the sign(s) or structure(s) in recordable form satisfactory to the City shall be furnished to the City prior to installation of the sign(s) or structure(s).
 7. To the extent that any of the provisions of this section are in conflict, mobile home park identification signage shall instead meet the applicable requirements of Section 5.01.
- H. One Super Regional Mall Boulevard Entrance sign shall be permitted to be located upon each boulevard leading from a major thoroughfare to a Super Regional Mall. A Super Regional Mall Boulevard Entrance sign shall not exceed 48 square feet in area and 6 feet in height.
- I. One Super Regional Mall Directional sign shall be permitted to be located adjacent to the intersection of each entrance road and the ring road of a Super Regional Mall development upon either the property of the Super Regional Mall provided a satisfactory easement has been granted, or within the City right of way of the boulevard leading from a major thoroughfare to the Super Regional Mall. A Super Regional Mall Directional sign shall not exceed 32 square feet in area and 8 feet in height.
- J. One banner style Super Regional Mall Festoon sign shall be permitted to be attached to each parking lot pole located on a lot or parcel abutting the interior roadway (or similar access system) of the Super Regional Mall shopping center development. Such signs shall not exceed 54" in height and 30" in width and shall be hung vertically. Such signs shall be made of durable double sewn reinforced fabric of 16 ounce weight or more. Such signs shall contain the approved design logo of the Super Regional Mall district which shall comprise not less than 25% of the area of the signs.
- K. One Super Regional Mall Primary Entrance sign shall be permitted to be located adjacent to a major thoroughfare under the Master Road Plan which abuts a Super Regional Mall. The Super Regional Mall Primary Entrance sign shall not exceed 300 square feet in area and 25 feet in height.
- L. Temporary signs:
1. Shall be maintained free of rust, corrosion, peeling, breakage, graffiti, obfuscation, and all other damage or defacement.

2. All temporary signs shall be aesthetically pleasing and designed and constructed of durable materials installed in conformance with the current provisions of the Michigan Building Code, as amended, and maintained in accordance with the provisions of the International Property Maintenance Code, with local amendments, as adopted by the City.
3. Shall not be installed in such a manner that it interferes with, or might reasonably be expected to interfere with, vehicular or pedestrian traffic.
4. Shall not be installed within any dedicated right-of-way.
5. Shall only be located on property with the approval of the person or entity with authority to approve it.
6. Must be placed a minimum of 5 feet from any side property line.
7. All temporary signs shall be removed within 7 days after they are no longer necessary for, or capable of, fulfilling their intended purpose.
8. For long-term temporary signs, all ground-mounted support posts shall be constructed of 4" x 4" pressure-treated posts with decorative post caps. All support posts and decorative post caps, and other supporting framework, shall be painted a uniform color.
9. A temporary sign that is not permanently affixed to the ground or to a permanent structure, or a sign that is mobile and can be moved to another location, shall be stabilized so as not to pose a danger to public safety. Prior to the sign being installed, the Building Department shall approve the method of stabilization.
10. On properties utilized as single-family residential:
 - a. Short-term temporary signs shall not exceed 3 square feet.
 - b. Long-term temporary signs shall not exceed 6 square feet.
 - c. Total square footage for all temporary signage shall not exceed 9 square feet.
 - d. The length shall not exceed the width of the sign by more than a 3-to-1 ratio.
 - e. The height shall not exceed 5 feet from top to ground.
11. On properties that are not utilized as single-family residential:
 - a. Because non-residential uses are afforded a variety of unique options for expression of commercial and site-usage messages based on the inherent distinctions between residential and non-residential property uses,

including but not limited to freestanding signage, wall signage, window signage, and identification signage, the City deems the societal interests in limiting the proliferation of blight and reducing driver distraction and vision obstructions to be paramount over the ability to communicate additional commercial messages through signage. Therefore, temporary signs relating to the commercial use of the property are not permitted unless approved as an integral but incidental part of a temporary use permit, the process for which is set forth elsewhere in the City's Zoning Ordinance. The term "commercial use of the property" means any activity on the site that is related to, or which promotes, the use(s) for which a certificate of occupancy has been granted by the City, or for which any use variance or special approval land use has been approved.

- b. For all temporary signage not relating to the commercial use of the property:
 - i. Short-term temporary signs shall not exceed 12 square feet.
 - ii. Long-term temporary signs shall not exceed 16 square feet.
 - iii. Total square footage for all temporary signage shall not exceed 40 square feet.
 - iv. The length shall not exceed the width of the sign by more than a 6-to-1 ratio.
 - v. The height shall not exceed 5 feet from top to ground.
 - vi. No temporary signs are permitted until unused space on any building or monument sign is filled, unless an administrative modification is granted by the Administrative Review Board, or a variance is approved by the Zoning Board of Appeals. If a temporary sign is placed and thereafter 16 or more square feet of unused space on the existing monument sign becomes available, the temporary sign shall be removed within 60 days.
 - vii. Standards for an administrative modification from the Administrative Review Board:
 - (a) The property owner has less than 16 square feet of unused space on the existing monument sign available; or
 - (b) The property owner has less than 16 square feet of usable contiguous space on the existing monument sign available, even if there is more than 16 square feet of unused space on the existing monument sign.
 - viii. Standards for a variance requested from the Zoning Board of Appeals:

- (a) The property owner demonstrates an unfair or undue hardship or practical difficulty in complying with one or more of the provisions of this subsection relating to temporary signs.
 - (b) The Zoning Board of Appeals may consider the additional factors set forth elsewhere in the Zoning Ordinance for granting a variance, but may relax or waive those considerations due to the temporary nature of the variance, which shall expire as proscribed by the Zoning Board of Appeals.
 - (c) The Zoning Board of Appeals may impose conditions deemed reasonable under the circumstances underlying the variance request in order to protect the character of the surrounding area, honor the spirit and intent of the Zoning Ordinance and the regulations governing signage, and do substantial justice to the applicant and nearby property owners.
- ix. A property owner aggrieved by a decision of the Administrative Review Board may appeal that decision to the Zoning Board of Appeals, which shall determine whether there is competent, substantial, and material evidence to support the decision of the Administrative Review Board. The Zoning Board of Appeals may affirm, modify, or reverse the decision of the Administrative Review Board. The Zoning Board of Appeals may impose new conditions if it modifies the decision of the Administrative Review Board or grants approval of the property owner's request for relief.
12. A cold air balloon may be permitted in conjunction with a temporary use permit for a period not exceeding 5 days in any calendar year, provided that it is safely secured to the ground as determined by the Building Department.
13. Registration Requirements: Every temporary sign in a non-residential zoning district or installed on any vacant parcel within the City shall be registered prior to installation. A permit is not required.
- a. Any sign still installed after the expiration of its registration shall be subject to removal by the City.
 - b. Registration may be submitted using a form provided by the City's code enforcement staff.
 - c. The location chosen by the registrant for each temporary sign shall be specified in the registration.
 - d. Each registration form shall be accompanied by a photograph, illustration, rendering, or diagram of the sign being registered that presents an accurate depiction of the sign's message, construction, and design.

- e. Registration shall be effective upon written confirmation by the City that all information required by the registration form and required by this subsection has been accurately provided.
 - f. No fee shall be charged for registering any temporary signs.
 - g. Registration of a short-term temporary sign is valid for 90 days. Registration of any long-term temporary sign is valid for 1 year. One renewal for an additional 90 days for short-term temporary signs and for an additional 1 year for long-term temporary signs shall be granted administratively upon written request so long as the sign remains in compliance with all other requirements of this section. No additional registrations for the same location shall be accepted by the City during any 12-month period, and if the sign pertains to an event, occurrence, or activity, no registration shall be accepted by the City more than 90 calendar days prior to said event, occurrence, or activity.
 - h. Any sign still installed after the expiration of its registration shall be subject to removal by the City.
 - i. Signs may be registered in batches, with the same registration form for each sign in the batch, so long as the required information relating to each location is provided.
 - j. When such signs exceed the quantity or size limitations on any parcel, those with a registration that became effective first in time shall have priority to remain in place.
 - k. A property owner may revoke, in writing, any sign registration for the owner's property at any time. Revocation shall be effective immediately upon verification by the City of the veracity of the written revocation. The City may immediately remove any signs for which revocation of a registration has become effective under this subsection.
 - l. These registration requirements do not apply to temporary signs authorized by the City in conjunction with a temporary use permit.
 - m. Registration of a temporary sign that is not otherwise permitted does not validate the installation of the sign and will not be deemed a defense to any removal or enforcement by the City.
14. Temporary signage not exceeding 100 square feet to be used in conjunction with a municipality-sponsored event shall not require review, registration, or permit.
15. All temporary signs shall be subject to removal by the City if the signs are placed within any right-of-way or have become dilapidated, damaged, dangerous, faded, or an attractive nuisance.

16. Signs removed by the City shall be held for 10 days before disposal, and may be retrieved during that time by the owner or individual responsible for the sign upon payment of a \$10 administrative processing fee.
- a. Alternatively, the owner or individual responsible for the sign may appeal the City's determination regarding the improper condition of the sign to the Administrative Review Board. In such instance, the City shall retain the sign until the appeal is concluded, but need not retain the sign for any future appeal efforts if the appeal is denied by the Administrative Review Board. If the Administrative Review Board grants the appeal and deems the sign to be satisfactory, the administrative processing fee shall be waived and the sign shall be returned to the applicant within 1 business day, and may not be removed by the City again for a minimum of 14 days or for such other period of time deemed appropriate by the Administrative Review Board.
- M. For uses other than residential in residential zoning districts (i.e. farming, agricultural, schools, churches, cemeteries, nursing homes, private clubs, fraternal organizations), there shall be allowed one wall sign with a maximum area of 32 square feet or one freestanding sign with a maximum area of 32 square feet and not exceeding seven feet in height.
- N. The maximum size of wall signage in C-1, C-2, C-3, C-4, O-1, O-2, O-3, OR, TRO, PCD, M-1, and M-2 Districts (and on properties used for purposes that are only permitted in those districts) for buildings and for individual tenant spaces shall not exceed 10% of the total area of the structure frontage, including the area of all fenestration, and in no instance shall the sign area of all wall signage exceed 200 square feet. A wall sign may be located on the front, rear, or side facade of the building. Wall signs shall not extend above the top of a parapet wall or an eave line at the wall, whichever is higher.
1. A wall sign shall be installed only on the wall of the tenant space to which the sign pertains and shall be aesthetically and thematically compatible with the building, other wall signs, the overall development of the parcel, and nearby properties.
 2. The structure frontage for calculating the permitted wall signage is the overall horizontal length of the outside structure wall of the establishment that fronts a public or private roadway and is then multiplied by the overall height of the walls of such structure. If the structure has more than 1 wall plane which runs parallel to the frontage road, the sum of all such wall planes may be calculated in determining overall structure frontage.
 3. An identification sign shall be considered incidental, and 1 sign, not exceeding 6 square feet, may be installed by each tenant.
 4. One additional wall sign relating to the commercial use of the property is permitted on those facades of a building that are not visible from a public way,

subject to a maximum size limitation of 10% of the tenant space facade for each tenant, or 10% of the building facade, on which the wall sign is located.

- O. Window signage is permitted but the maximum size of a window sign shall not exceed 25% of the total glass area of the facade it is located on, and in no instance shall a window sign exceed 150 square feet in area.

Section 2. Article 31, Section 31.01 of Zoning Ordinance No. 278 shall be revised to delete the following definitions:

Section 3. All other provisions of Zoning Ordinance No. 278 not amended in this amendment shall remain in full force and effect.

Section 4. This amendment shall become effective seven days after publication of this amendment or a notice of adoption.

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

MARK CARUFEL
CITY CLERK

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

CITY OF STERLING HEIGHTS

COUNTY OF MACOMB, MICHIGAN

ORDINANCE NO: 278-_____

NOTICE OF ADOPTION OF ORDINANCE

The City of Sterling Heights has adopted an ordinance amending the Zoning Ordinance of the City of Sterling Heights, specifically Article 28, Section 28.13 to implement new and revised signage regulations. The ordinance shall be effective upon the expiration of seven days after 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 JUL 14, 2016

City Clerk's Use
Item No: 3 A-I
Meeting: 07/19/16

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 July 5, 2016**

B. Approval of Bills

- C. To award a bid for asphalt materials for a six-month period at unit prices bid (Estimated six-month expenditure of \$30,000)**
- D. To split an award of a bid for sign materials based on unit prices bid (Estimated annual cost of \$55,000).**
- E. To purchase a 2017 Elgin Waterless Eagle street sweeper through a State of Michigan MiDeal cooperative bid (Total cost of \$275,000).**
- F. To purchase a 2017 Freightliner 114SD tandem axle dump / snowplow truck chassis, dump box, snow plow, underbody blade and accessories for the Department of Public Works (Total expenditure of \$258,027).**
- G. To approve the purchase of tax foreclosed parcels of real property situated in the city of Sterling Heights from Macomb County (Total cost to purchase of \$22,323.36).**

Consent Agenda

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- H. To approve final payment in the cumulative amount of \$21,250.00, plus interest on retainage, for Clinton River Corridor Tree Removal, City Project #15-278**

- I. To receive the lawsuit, Black Diamond Fireworks, LLC d/b/a Pro Fireworks vs. City of Sterling Heights; Macomb County Circuit Court Case No. 16-2309-CZ.**

*Delivered July 14, 2016
Agenda Item 3-A
Meeting: 07/19/16*

UNOFFICIAL MINUTES

CITY OF STERLING HEIGHTS

MINUTES OF REGULAR MEETING OF CITY COUNCIL

TUESDAY, JULY 5, 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, and Barbara A. Ziarko.

Also Present: Mark D. Vanderpool, City Manager; Marc D. Kaszubski, 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 the Clinton River Habitat Restoration project began today, starting west of Hayes behind Palmer Woods Boulevard, and will continue upstream to the city limit. This project involves log jam removal and streambank

stabilization, and throughout the project, portions of the Clinton River path system may be temporarily closed to facilitate the construction and movement of equipment. He stated that, as the project moves upstream, further updates will be provided and can be found on the City's website. This is a joint project between the cities of Sterling Heights and Utica and is funded by a \$4 million grant, with Sterling Heights' share being \$3.3 million. They hope to be substantially completed with this by the end of the year, with final completion next spring. Mr. Vanderpool stated the purpose of this grant program is to make the river more usable for recreational purposes. There are canoe/kayak launches provided in the plan, but the river has to be able to be used first.

Mr. Vanderpool reported that Zippia.com, a career-advice and job-listing website, ranked Sterling Heights as the #3 city to retire to in the United States. This list was compiled by looking at cities across the country and ranking them based on low cost of living, low crime, things to do, and proximity to an international airport. He stated that the cities of Pittsburgh and Philadelphia were listed as #1 and #2, respectively, and advised that this story can be found on the CBS Detroit website at detroit.cbslocal.com.

Mr. Vanderpool reported that 2016 summer tax bills were mailed late last week, and the vast majority of taxpayers are seeing lower tax bills. He added that those homeowners within the Utica Community School District will see a slight decrease in their total tax bill. He stated that taxable values rose only 0.3%, which is the lowest since 1995. The tax bill is based on capped taxable value, not

SEV. The SEV's rose about 10% so that is a good sign that property values are going up, but he reminded that taxable values are capped.

Mr. Vanderpool reported there are two new blogs added to the city website. Chief Berg and Chief Martin will provide posts about public safety issues on "From the Chief's Desk". City Development Director Denice Gerstenberg will be sharing information about new businesses coming to Sterling Heights through the blog post "Economic Development News". He stated that these can be accessed through the city's website.

Mr. Vanderpool reminded that, under state statute, the use of consumer-grade fireworks cannot be used after today until the Labor Day weekend on September 4th through 6th. He advised anyone hearing these fireworks after tonight is welcome to call the Police Department, and those who are trying to get away with it risk being cited by the Police Department for fines in excess of \$500.

Mr. Vanderpool reported that the Kmart at 18 Mile and Dequindre recently closed, but the City has received plans for a 130,000 square-foot Kroger Marketplace Store, and the entire shopping center will be improved significantly. He stated this continues the trend of significant retail development they are seeing throughout the City, in addition to manufacturing investments and residential homes going up.

PRESENTATION

Police Chief John Berg stated that as of today, including these four officers being sworn in, Sterling Heights has hired 32 new officers since February 2015. He

explained that there will be another 16 retiring next year, including 14 command and 2 patrol officers. With those 16 retirements and with what they are budgeted, they will have to hire another 21 officers, which he anticipated will be done by this time next year or shortly thereafter. He recognized that two of the new officers today were born and raised in Sterling Heights, one being a Henry Ford II graduate and the other a Stevenson graduate. He stated he is excited about having all four of the new officers, but added it is nice when they can get hometown people back in the city.

Police Chief John Berg introduced and swore in new Sterling Heights Police Officers Jason Criner, Edward Jacques, Christopher Moreau and Emily Prezzato.

Officer Jason Criner thanked the Council members and the Chief for affording him this opportunity to work for the City of Sterling Heights and serve the community in which he was born and raised. He looks forward to a long career and appreciated his family's ongoing support of his law enforcement career.

Officer Edward Jacques thanked the Council members and the Chief for providing him with this opportunity to serve the City. He stated he has worked for the past three years trying to get into a full-time position, and he is very excited that his first full-time police experience is in this City.

Officer Christopher Moreau stated he grew up in Sterling Heights and had a childhood that people dream of having, and now he is one of the people

who make that happen. He stated he is excited to be here and felt growing up in this City has given him this opportunity.

Officer Emily Prezzato stated she is very excited to begin her work with the City of Sterling Heights, and she thanked the City Council, the Police Department and Chief Berg for making this a possibility.

The City Council stepped down to congratulate the newly sworn-in officers.

Mayor Taylor congratulated all four new officers and welcomed two of them back to the community. He stated they all have experience in the field, and it is good to see people with established careers looking to come here and those who grew up here wanting to come back and serve the community in which they grew up. He stated this community is very supportive and will give them everything they need to do a great job for the citizens. He welcomed them and felt most of them will stay and retire from Sterling Heights, so he looked forward to a long career for all four of the new officers.

PUBLIC HEARING

1. Mayor Taylor opened the public hearing to consider the application by Ric-Man Construction, Inc. to establish an Industrial Development District (IDD) at 42600 R Mancini Drive.

Mr. Dwayne McLachlan, City Assessor, made a presentation. He explained this is a request for the creation of an Industrial Development District, and this mechanism allows property owners to come back and request a formal tax abatement. He reported that this property is at 42600 R Mancini Drive and they

have a building under construction that will serve as their new headquarters. He explained there is a letter included from the Mancini's that expresses their regrets for being unable to attend tonight's meeting. Tonight's action establishes the district and sets the ability to request an Industrial Facilities Exemption Certificate as their option at a later date.

Mayor Taylor opened the public hearing for comments at this time.

There was no audience participation at this time.

Mayor Taylor closed the public hearing.

Moved by Romano, seconded by Ziarko, RESOLVED, that the application by Ric-Man Construction, Inc. to establish an Industrial Development District at 42600 R Mancini Drive is hereby approved in accordance with the guidelines established by City Council and the Mayor and City Clerk are hereby authorized to sign, as applicable, all documents required in conjunction with this approval.

Mayor Pro-Tem Romano stated that, having seen the letter from the petitioner indicating they are unable to attend tonight's meeting, and upon receiving recommendation for approval from the City Assessor, he has no objections to the request.

Yes: All. The motion carried.

2. Mayor Taylor opened the public hearing to consider the application by SDE Mancini Holdings, LLC to establish an Industrial Development District (IDD) on vacant land located on Mound Road and 18 ½ Mile Road.

Mr. Dwayne McLachlan, City Assessor, made a presentation. He reported that this request is also from the Mancini's, who indicated in their letter that they are unable to attend tonight's meeting. This property, located at Mound and 18-1/2 Mile, was acquired by the petitioner from the State of Michigan. This request is to establish the district and they will come forward with the request for an Industrial Facilities Exemption Certificate when they have identified a tenant.

Mayor Taylor opened the public hearing for comments at this time.

There was no audience participation at this time.

Mayor Taylor closed the public hearing.

Moved by Schmidt, seconded by Ziarko, RESOLVED, that the application by SDE Mancini Holdings, LLC to establish an Industrial Development District on vacant property situated on Mound Road and 18 ½ Mile Road is hereby approved in accordance with the guidelines established by City Council and the Mayor and City Clerk are hereby authorized to sign, as applicable, all documents required in conjunction with this approval.

Councilwoman Schmidt stated that Mancini Corporation has been a wonderful corporate partner for a long time, so she is in full support of establishing this Industrial Development District.

Yes: All. The motion carried.

3. Mayor Taylor opened the public hearing to consider the application by Metro Industrial Properties, LLC to establish a Commercial Redevelopment District (CRD) at 42373 and 42501 Van Dyke.

Mr. Dwayne McLachlan, City Assessor, made a presentation. He reported that this request is slightly different because it is our first experience with a commercial redevelopment district. They are requesting to establish this district for several reasons. The establishment of this district will eliminate a competitive disadvantage for the applicant by creating an opportunity for abatement because its proposed use does not fit the Industrial Development District under Public Act 198 since they do not manufacture anything but are a logistics and repair facility. The property will go through substantial redevelopment in order to use it as a logistics and truck repair facility which is an ancillary industrial-type use. The city will benefit because the property is located within the corridor improvement property which is already targeted for redevelopment projects. The guidelines for establishing application will be considered by City Council on July 19th and will be similar to those already established for Industrial Facilities Exemption Certificates. The City's approach will be conservative and will make the Commercial Facilities Exemption Certificates available to only projects such as this that will increase commercial activity, increase or retain employment or prevent loss of employment. Mr. McLachlan concluded that for these reasons, they are requesting approval of this application from Metro Industrial Properties LLC to establish a Commercial Redevelopment District.

Mayor Taylor opened the public hearing for comments at this time.

There was no audience participation at this time.

Mayor Taylor closed the public hearing.

Moved by Ziarko, seconded by Schmidt, RESOLVED, to adopt the resolution approving the application by Metro Industrial Properties, LLC to establish a Commercial Redevelopment District at 42373 and 42501 Van Dyke.

Councilwoman Ziarko stated this has been explained well and will be coming back for application for a Commercial Facilities Exemption Certificate. She was satisfied with Mr. McLachlan's explanation.

Yes: All. The motion carried.

Resolution

This Resolution was made and adopted at a meeting of the City Council of the City of Sterling Heights, Macomb County, Michigan held at the City Center on the 5th day of July, 2016.

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

Members Absent: None

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

WHEREAS, pursuant to PA 255 of 1978, the city of Sterling Heights has the authority to establish a Commercial Redevelopment District (CRD) within the city at the request of a commercial business enterprise or upon its own initiative; and

WHEREAS, Metro Industrial Properties, LLC has filed a written application with the clerk of the city of Sterling Heights requesting the establishment of a CRD to include the parcels of real property commonly known as 42373 and 42501 Van Dyke, Sterling Heights, Michigan and as more particularly hereinafter described; and

WHEREAS, the City Council of the city of Sterling Heights has determined that the district meets the requirements set forth in section 5 of PA 255 of 1978; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed CRD as required by section 5(3) of PA 255 of 1978; and

WHEREAS, on July 5, 2016, a public hearing was held and all residents and taxpayers of the city of Sterling Heights were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the city of Sterling Heights to establish the CRD as proposed;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the city of Sterling Heights determines that the following described parcels of real property situated in the city of Sterling Heights, Macomb County, and State of Michigan, to wit:

T2N, R12E, SEC 9; COMM AT E 1/4 SEC 9; TH N01*57'W 1178.34 FT, TH S87*52'21"W 60.0 FT TO POB; TH S87*52'43"W 311.0 FT, TH S01*57'E 287.14 FT, TH S87*53'21"W 328.42 FT, TH N02*01'07"W 171.10 FT, TH N87*53'21"E 59.46 FT, TH N02*01'07"W 215.99 FT, TH N87*52'43"E 580.42 FT, TH S01*57'E 100.0 FT TO POB; 3.34 AC. Split/Combination: 10-09-200-031 and -044 into -047, -048 & -049 for 2009.

Commonly known as: 42501 Van Dyke

PIN: 50-10-09-200-048-000

T2N, R12E, SEC 9; COMM AT E 1/4 SEC 9; TH N01*57'W 891.13 FT, TH S87*53'21"W 60.0 FT TO POB; TH S87*53'21"W 311.0 FT, TH N01*57'W 287.14 FT, TH N87*52'43"E 311.0 FT, TH S01*57'E 287.20 FT TO POB; 2.05 AC. Split/Combination: 10-09-200-031 & -044 into -047, -048 & -049 for 2009.

Commonly known as: 42373 Van Dyke

PIN: 50-10-09-200-049-000

be and hereby are established as a Commercial Redevelopment District pursuant to the provisions of PA 255 of 1978.

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

NAYS: None

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Mark Carufel, certify that the above resolution is a true copy of the Resolution made and adopted by the City Council of the City of Sterling Heights at its regular meeting held on July 5, 2016.

Mark Carufel, City Clerk

ORDINANCE INTRODUCTION

4. Assistant City Attorney Don DeNault Jr. made a brief PowerPoint presentation to consider introduction of an ordinance amending Section 28.13 of Chapter 28 of the Sterling Heights Zoning Ordinance to update the City's sign regulations. He stated that Mr. Chris McLeod, City Planner, was unable to be present this evening. Mr. DeNault explained that a U.S. Supreme Court case decided on June 18, 2015, regarding *Reed v Gilbert*, ruled that the town of Gilbert's sign code provisions violated the First Amendment. The Supreme Court ruled political signs or opinion signs must be treated the same as other signs to avoid being subjected to challenges in court. The proposed ordinance will create content-neutral sign categories: Short-Term Temporary, Long-Term Temporary, Permanent and Mobile, which are in place of political, opinion and event-based signs. Different rules will be established for "commercial speech" versus "non-commercial speech". Function-based categories, which do not necessarily fit in the content-neutral sign categories, are also being established, including agricultural sales, directional signs, residential identification, development signs, public signs and address signs.

Mr. DeNault outlined some of the changes being proposed:

- For Opinion Signs, Political Signs, Real Estate Signs and Other Messages in Residential Districts, they will now be categorized as “Temporary Signs”. There will be no limit on the number of signs but there will be controls on the square footage, with short-term signs limited to 3 square feet each and long-term sign limited to 6 square feet each. The sign cannot exceed a 3 to 1 length to width design ratio, agricultural sales sign is permitted if verified by the City Planner, and all signs must be removed within 7 days after the purpose is fulfilled. There is no change in the total 9 square feet allowed for temporary signage, it cannot be an off-premises sign, it cannot be a home occupation sign and cannot relate to medical marijuana growing on the property.
- For the same type of signs on vacant parcels, they will now be categorized as “Temporary Signs”. There will be no limit on the number of signs but there will be controls on the square footage, registration of short-term signs is valid for 90 days with one extension permitted, registration of long-term signs is valid for 1 year with one extension permitted, they cannot exceed 5 feet in height, and all signs must be removed within 7 days after the purpose is fulfilled.
- For the same type of signs on commercial parcels, they will now be categorized as “Temporary Signs”. Temporary signs relating to commercial use are not permitted unless a temporary use permit is obtained, no temporary signs are permitted until the monument sign is full or modification

is granted, registration of short-term signs is valid for 90 days with one extension permitted, and registration of long-term signs is valid for 1 year with 1 extension permitted, any number of temporary signs may be installed, although there are square footage controls, signs cannot exceed 5 feet in height, and all signs must be removed within 7 days after the purpose is fulfilled. There is no proposed change in the square footage permitted for short-term signs, long-term signs, total temporary signage, and the 6 to 1 length to width ratio.

- For permanent freestanding signs, the only proposed change is that no billboard signs will be allowed.
- Electronic Message Boards (EMB) have some changes, including the requirement for automatic intensity adjustment for ambient light, messages may change after 10 seconds rather than the current 30 seconds, and the messages must change instantly with no effects and turn off or go to a black screen in the event of a malfunction. The other change is that if the sign is adjacent to residential use, it may only be on when the business is open, or 6 a.m. to 10 p.m., whichever is shorter, except that noncommercial uses may also utilize an EMB during special events that are open to the public.
- Wall signs have one proposed change, and that is that one (1) additional wall sign is permitted relating to commercial use of the property on facades not visible from a public right-of-way, and they can occupy 10% of the tenant space or building façade. This occurs on parcels that have outlots, so the sign

on the front of the building situated on the outlot is not necessarily visible to someone coming out of a business located behind that building.

Mr. DeNault summarized the purpose for the proposed changes, including enhancing the physical appearance of the City, preserving the scenic and natural beauty of designated areas, creating a more attractive economic and business climate, reducing signage distractions and eliminating hazards caused by signs, and establishing the minimum amount of regulation necessary to achieve these purposes, yet balancing against providing effective and efficient opportunities for business identification and allowing for ample expression through signage within the City.

Mayor Taylor opened the discussion to the audience.

Ms. Linda Godfrey objected to the fee for temporary non-residential signage. She also objected to the \$250 fee for a permanent sign. She had an issue with the temporary sign, which requires no fee but does require a temporary permit application to be filled out by the property owner, along with a photo and an illustration or rendering of the sign that represents an accurate depiction of the sign's message, construction and design. She requested clarification as to whether this is only for the short-term non-political signs or commercial signs. She did not recall whether the ordinance regulating electronic message boards addressed political candidates. She stated that during the last election, some of the Council members rented a couple of large traveling billboards and stationed them

at polling locations. Ms. Godfrey complained that the residents are not afforded the same advantages regarding signage as the City officials or elected Council. She recalled the ordinance permitting the City to have a sign of up to 100 square feet without a registration or permit, but she felt she, as a resident, would not be permitted that same consideration. She also understood that the City is putting up a tent with signage at the Farmer's Market promoting the proposed Parks & Recreation millage. She questioned the large expensive mile road markers proposed along Van Dyke, and whether those are going to be held to the regulations of the sign ordinance.

Mr. Jeffrey Norgrove stated that the Troy American Legion Post, located on 15 Mile Road between John R and Dequindre, flies the American flag, the State flag, a POW flag and an Army/Navy/Coast Guard flag. He inquired as to whether these will be exempt from the Ordinance. He understood that if someone flies college flags and also has a couple of political signs, they would be in violation of the ordinance. He questioned whether veterans organizations can be exempt so they can fly their flags.

Mr. John Spica questioned when this sign ordinance will take place if it is adopted. He stated he is a candidate and has his signs already made up, and he questioned how this ordinance will affect him in this election cycle.

Mr. Michael Lombardini thanked the Planning Commissioners for the number of questions they had on this proposal. He understood that the

only flags which are exempt are those which are regulated by U.S. government law. He also questioned whether a lighted address is considered a sign.

Moved by Ziarko, seconded by Schmidt, RESOLVED, to introduce the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to update the City's sign regulations.

Councilwoman Ziarko questioned when this will take effect and whether it will affect the upcoming election. She also requested clarification on the difference between flags and signs.

Mr. DeNault replied to inquiry that they struggled with the flag issue because a flag conveys a message like any other sign. Flags fit the definition of temporary signs, and the only flags exempt from that would be the United States flag under federal law, the State flag under state law, and the Sterling Heights municipal flag. If this ordinance is adopted at the next meeting or thereafter, it would be effective on June 22, 2016, and no one would be grandfathered.

Councilwoman Ziarko stated that because the square footage and the placement of the signs does not appear to be changed, she did not feel it will make a difference for the upcoming election.

Mr. DeNault stated they did their best to try to carry everything forward so it would not restrict anyone who already has their signs. The restrictions on square footage are included, but is more liberal because political signs are not separated

from other signs. He pointed out that lack of a real estate sign on a property would result in more political signage being allowed on that parcel.

Councilwoman Ziarko addressed an earlier comment about candidates who rented a mobile billboard, and she stated that was not true. She added that there may have been a billboard, but none of the candidates had anything to do with it.

Councilwoman Schmidt questioned whether the 90-day permit, which needs to be signed for vacant commercial property and which is allowed for a period of 90 days with one extension, is effective from the date of the signature or the placement of the sign.

Mr. DeNault replied it is effective ninety days from the date the registration is accepted by the City of Sterling Heights. The City Planner and City Clerk felt the receipt date, which is the date it is stamped, would be the most effective date to regulate.

Councilwoman Schmidt requested clarification that if she has a United States flag, it does not count for her signage.

Mr. DeNault replied that is correct.

Councilwoman Schmidt inquired as to whether there is a way they can make more flags exempt.

Mr. DeNault replied if the Council requests, they can try. He cautioned that it becomes difficult because they would be establishing that some organizations are exempt but other organizations not mentioned are not exempt. He replied to

further inquiry that another country's flag, such as the Italian flag, would be counted as signage.

Mayor Taylor questioned whether they can restrict signs based on the material they are made of, such as a sign constructed out of nylon that might be permitted if it is a certain size.

Mr. DeNault stated that they can come up with creative ways to try to address specific types of signage based on materials and construction.

Mayor Pro-Tem Romano questioned the Building Department's sign permit. He understood that existing ground signs on commercial properties are exempt from pulling permits because they are grandfathered in.

Mr. DeNault confirmed they are allowed to remain without permits until replaced.

Mayor Pro-Tem Romano questioned a person coming in with a new ground sign has to apply for a permit, which is \$150, plus \$37 application fee plus a plan review fee of \$68, totaling \$255. He felt that is very expensive on top of the cost to have the signs made and painted. He requested an example of a long-term temporary sign.

Mr. DeNault replied a good example would be a "for sale" sign for a commercial property, which is a durable sign made to last longer.

Mayor Pro-Tem Romano pointed out the application for a wall sign would cost the business owner \$255 on top of the actual cost for the sign. He stated these are extremely costly fees for people trying to do business in the City. He stated he will not vote for this and felt something has to be done to regulate these permit

fees. He also stated that if a political sign meets the requirements but is picked up for some reason by Code Enforcement, there is a cost of \$10 to retrieve it. He recalled that retrieval fee used to be \$3, and he questioned who would pay \$10 when the signs only cost \$7.50.

Mr. DeNault replied that he has not been involved in any of the pricing or appropriations ordinance amendments so he does not know if that amount has officially changed.

Mayor Pro-Tem Romano stated until he sees the pricing changed in this proposed ordinance, he will not be voting in favor of it.

Mayor Taylor requested Mr. Vanderpool to clarify some of the fees.

Mr. Vanderpool stated that the fees reflect what is currently in place, and there is no increase in those fees, including the retrieval fines for the signs the City picks up.

Mayor Pro-Tem Romano stated he paid \$3 to pick up each of his signs from DPW, and wanted to know when it was raised to \$10.

Mr. Vanderpool stated he will check the \$10 fee and confirm it but he believed it is currently in place.

Councilwoman Koski cited the example of a "Guess Who's 40?" sign, along with 40 flamingos in a front yard.

Mr. DeNault responded that they discussed those instances, and they determined that would be considered lawn ornamentation, which is already governed. He

stated someone from Code Enforcement or City Planning would need to address those rules.

Councilwoman Koski questioned whether a birthday sign or banner on the front lawn that is much larger than permitted will be allowed.

Mr. DeNault replied Code Enforcement would have to deal with it. If it is larger than 9 square feet, it would be in violation, but being the temporary nature of the sign, he assumed Code Enforcement would probably give the property owners notice to take it down within 24 hours.

Councilwoman Koski inquired as to the banners hanging from the light poles, similar to what the City has on the round-about.

Mr. DeNault replied that public signage presented by the City to the community for informational purposes is not limited by size or number.

Councilwoman Koski inquired as to the small decorative flags or banners displayed by homeowners in their gardens or front lawns, depicting holiday wishes, birthday wishes, or possibly their favorite college teams.

Mr. DeNault replied those would be considered signage.

Councilwoman Koski felt residents should have the right to display these flags and banners. She also objected to the costly fees for the sign applications. She requested that the cost be broken down so they have some justification as to why it costs the City so much that they have to pass that cost on to those applying for signs.

Councilman Shannon agreed with the majority of the proposed ordinance, but he questioned the short-term temporary sign registration. He questioned how they can make a distinction between a residential property owner and a business owner, and have different rules for those groups.

Mr. DeNault replied that the courts have ruled it is permissible for municipalities to establish different rules for different land uses. Vacant properties are different from homes, and so are commercial properties. They are different types of uses, so they have different types of rules.

Councilman Shannon questioned whether this infringes on a business owner's right to freedom of speech.

Mr. DeNault replied they do not feel there is any constitutional or First Amendment infringement here. This is intended to protect the speech that comes first, because if there is too much signage, the City does not get into the business of figuring out which signs to remove. He advised this is not a rule that has to be included, but he stated that it can be defended.

Councilman Shannon inquired as to why the photo is required with the application to put up a sign.

Mr. DeNault stated he would try his best to answer the question. In his meetings with City Development and City Planning, the consensus was the City may eventually have the capacity to allow sign registration on line and it would make it simpler for an applicant to upload a photo.

Councilman Shannon felt that requirement should be eliminated because that was not previously required. He also inquired why the property owner's email is required on the application.

Mr. DeNault recalled they made that mandatory because it is easier for the administration to contact them.

Councilman Shannon stated he would like to see that removed or made optional rather than mandatory. He questioned how the 90-day extension works, and whether the property owner has to go back to the City to request this extension.

Mr. DeNault replied they do not want to make it more burdensome so it is simply a box check on a second line on the form that indicates one extension is approved as well. When Code Enforcement goes out to check the sign on the 100th day and the sign is in good shape and has been approved for the one extension, it is automatically allowed for that extension.

Councilman Shannon stated he would like the issue of the flags examined closer. He felt a flag is more of a decoration.

Councilwoman Ziarko inquired as to whether they contacted any other cities as to the fees they charge for some of the commercial signs.

Mr. DeNault clarified he has done no work on the fees, but has concentrated on content and rules for signs. The fees are part of the form adopted in the appropriations ordinance in the past through analysis of the involved time and review process. He stated whether this ordinance is approved or denied, those fees are still in place.

Councilwoman Ziarko questioned the 90 days for the temporary signs. She explained candidates obtain their signatures in May and immediately go out to secure locations for their signs. They are submitted on June 1, so according to this ordinance, the 90 days would begin on June 1 even though she has no intention of putting up the sign until 30 days before the election. She suggested the 90 days should be counted back from a primary or general election and that is when the permit would start. She stated they would not need an extension for a temporary political sign.

Mr. DeNault stated they struggled with that but could not determine a way to distinguish the difference between signs without basing it on content of the sign. He stated if they counted back 90 days from the event, that would work for some signs, but an opinion sign would have no event for which to calculate that date.

Councilwoman Ziarko inquired as to whether there could be something on the application that she could fill out to indicate when she would like the 90-day countdown to begin. This would solve the problem of the purpose for the sign.

Mr. DeNault stated they talked about that but were concerned it ends up with political candidates playing games with each other. He stated the difficulty comes in when the owner has to decide what signs to put up, for what time frames, and how they may have to tell a local candidate they cannot accommodate that sign because a candidate for another office is using up their space.

Councilwoman Ziarko inquired as to whether the extension is also effective for 90 days.

Mr. Denault replied the permit is for 90 days, and with the additional 90-day extension, that totals 180 days, which should be sufficient even for candidates.

Mayor Taylor stated the presidential election process is over a period of close to a year, so if he would like to put up a sign for a presidential candidate, he questioned whether he can take it down and put up another one, thereby giving him another 180 days. He further questioned about whether they have to determine whether the purpose of the sign has been fulfilled, and he stated if he puts up a sign supporting a candidate because he likes that candidate, his intended purpose may never end.

Mr. DeNault stated this is one of those gray areas and there was some disagreement on it.

Mayor Taylor inquired as to whether Mr. Baker can provide any clarification as to the amount of money charged for retrieving a sign. He assumed they set fees based on the administration costs associated with them. If those fees are reduced to a point below the City's costs, those costs would have to be subsidized using General Fund dollars.

Mr. Brian Baker, Finance Director, explained that, under state law, the City cannot charge more for a service than the cost of that service. He cited the example of the sign permit, with \$37 for the sign application fee, and \$68 for the sign review fee, and time studies have been done on these to determine these amounts. A permanent sign is \$150, and temporary sign is \$68. The claimed sign fee is \$5 for a sign measuring 16 square feet or less, \$25 for a sign measuring

between 17 and 31 square feet, and anything over 32 square feet would be \$120 to claim the sign back if Code Enforcement picks it up. He clarified that the fees have not changed with this ordinance, but have gone up periodically with the rate of inflation.

Mayor Taylor stated he does not like the registration requirement for temporary signs, especially commercial signs. He felt it is a restraint on free speech, and it is not necessarily the political candidate's free speech that is the issue, but it is the property owner's expression of free speech that is the issue, and he could see no compelling reason for the government to regulate that. If a property owner wants to "speak", which is what they are doing through the display of a sign, the government should not register that person before they "speak". He stated the only real justification is a protection on the speech that comes first. There is a limit on total square footage, so this helps the City regulate because the registration process will determine which of the signs is in violation; however, that argument is easily rebutted because there is no registration required on residential properties. He recommended the City regulate commercial signage the same as the residential signage. If a property owner does not want a sign that was put up without his permission, he can remove it. The City has no mechanism to provide for which permission slip is most valid based on different people signing them. He felt it is a private property dispute and the property owner should be the one to determine which signs can remain. He stated the requirement for registering these signs becomes an unnecessary burden on the Clerk's time for no

apparent reason. If there are too many signs on a property, the Code Enforcement officer can tag them all and let the property owner know they will all be removed within 24 hours, and they will have to pay to get them back. He recommended this registration requirement be removed for commercial and industrial non-vacant parcels. Mayor Taylor stated that properties vary in size, and he did not feel it is equitable for someone with a small parcel to be permitted the same square footage requirement as someone with a large parcel. He suggested allowing 40 square feet for properties under a certain threshold and 60 square feet or more for properties over a certain acreage, and he deferred this to Mr. McLeod to give a baseline of where the City is at in terms of properties over 2-1/2 acres and how difficult it would be to determine the size of the property for this type of regulation. From an aesthetic standpoint, the ordinance does not accomplish what it sets out to accomplish because a 250-foot-wide parcel would be allowed only 40 square foot of signage, but there could be six 60-foot-wide parcels that would each be allowed 40 square feet of signage. He stated he will vote in favor of this tonight because it is an introduction, but he added he will not vote in favor if the registration requirement is not removed for commercial and industrial non-vacant parcels.

Mayor Pro-Tem Romano noted that Mr. Baker had indicated the \$5 claimed sign fee has been in effect for a while, but the proposed ordinance states a claimed sign will be released upon payment of a \$10 fee.

Mr. Baker stated he will look into the matter.

Mayor Pro-Tem Romano agreed with Mayor Taylor and hoped they tweak the proposed ordinance, or he will not vote in favor of it.

Councilwoman Ziarko stated she would be opposed to eliminating the requirement for the permission of the property owner to allow any kind of sign to be put up on the property. She felt it is the only way the City can regulate the signs, and she added the only valid permission should be from the property owner.

Mayor Taylor stated he would not request they drop the permission requirement, but it places an incredible administrative burden on the City Clerk to track down who the owner is. He stated that anyone can turn in a permission form with any name on it, but he questioned how the Clerk will determine who the property owner is, especially if it is a corporation, an "LLC", and how the Clerk is supposed to determine who in the company is authorized to sign the form. He felt if the individual putting up the sign does not get the proper permission and the owner does not want the sign, the owner will remove it. He stated he would like to know how much time the Clerk and his staff spend on these sign registration forms, and he felt this year will be even more burdensome. He said the solution is simple.

Councilwoman Schmidt stated they will have to respectfully agree to disagree on this. When she got her permission slips signed by various property owners, she had inquired as to whether it was a burden, and the majority had indicated to her they liked the fact that the City required this because they were aware of whose

signs would be permitted. She stated she will not be in favor of removing that provision from the ordinance.

Mayor Taylor proposed that all business owners in the City of Sterling Heights can opt to have a permission slip requirement if they so choose to have one. If anyone wants it, they should be able to have one, but if they do not want one, it should not be mandatory.

Councilman Skrzyniarz stated he has a problem with the registration requirement and he did not feel there is enough of a burden on the City to tread on the rights of the property owner. He stated the way the ordinance is written with requiring registration favors the incumbent versus the non-incumbent. If a business owner has to register their signs and fill out a form indicating they are supporting a non-incumbent, and then they have to send that form to the Clerk's office, that is not an easy task for a business owner. He was concerned about it from a free speech aspect. He stated he is not going to support just any amendment that gets rid of the registration, but he would like to see what it says and how it is balanced and integrated into the new sign ordinance. He is generally in support of getting rid of that requirement for commercial property.

Mayor Taylor stated that by his count, Councilman Shannon, Councilman Skrzyniarz, Mayor Pro-Tem Romano and himself expressed interest in seeing the registration requirement removed, so he would like to ask administration to prepare an alternative, possibly not to remove it entirely, but something that

allows them to move forward without the registration requirement for commercial and industrial short-term temporary signs.

Mr. Vanderpool requested clarification as to whether Mayor Taylor is referring to non-vacant commercial and industrial.

Mayor Taylor responded it would be for any non-vacant commercial and industrial.

Mr. Vanderpool responded to Councilman Shannon's concern about the email requirement, and stated it is very difficult to send out letters and get enforcement in a reasonable amount of time. Making contact in most cases with absentee property owners is very difficult and the email requirement helps. It has been customary to get email addresses for almost all business conducted in City Development and the Clerk's office.

Mayor Taylor called for the roll call vote.

Ms. Ziarko withdrew her motion from the floor.

Councilwoman Koski inquired as to whether it would be better to postpone this.

Mayor Taylor inquired as to whether Mr. Vanderpool felt it would be beneficial to postpone this until after July 19 so they can have discussion on a proposed alternative, and then bring it back for final consideration at a later date.

Mr. Vanderpool replied that with the election season coming up, they would like to be able to enforce any new rules and get information out so everyone is aware of the regulations. He stated they received good feedback tonight and they have

good direction, so he felt they can have collaboration on July 19, but that is up to Council.

Mayor Taylor stated he would like to go forward to introduce the ordinance tonight as a draft. He indicated they have had healthy discussion and he was confident they will have two alternatives to consider at the next meeting.

Moved by Romano, seconded by Skrzyniarz, RESOLVED, to introduce the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to update the City's sign regulations.

Roll call vote:

Yes: Romano, Skrzyniarz, Shannon, Taylor.

No: Schmidt, Ziarko, Koski.

The motion carried.

ORDINANCE ADOPTION

5. Mayor Taylor opened the discussion to the audience.

Ms. Linda Godfrey questioned the "Total General Revenues" listed on Page 29 reads \$7,160,880, but she stated other documents reflect that only references the 1.7 mils of the Police and Fire portion. She requested clarification as to why the portion for the street millage is not included in the General Revenues. She also inquired why the drain tax is not included because it is still being collected. She stated it seems as though everything is being put into General Fund and is being pulled out but it is not

transparent. She questioned why “cost recovery” is still on the books.

She also inquired about Proposal “R”.

Moved by Romano, seconded by Taylor, BE IT ORDAINED, to adopt the final amendment to the Appropriations Ordinance for the 2015/16 fiscal year.

Mayor Pro-Tem Romano requested a quick overview of clarification to Ms. Godfrey’s questions.

Mr. Baker reported that the 1.7 mills for Safe Streets is in the General Fund. The 0.8 mills for the Local Roads Safe Street millage is in the Local Road Fund. This amendment is for the 2015-16 Fiscal Year. There was drain debt in this year, but starting this fiscal year, which began on July 1st, there is no drain debt and that is why it did not show up on the tax bills that were mailed out. The land sale funds, per Council resolution for property that is sold by the City, are designated to park improvements except if the land was purchased through road funds. By law, that has to go back into the debt fund. Proposal “R” was retired many years ago, so that is not in the budget. Mr. Baker replied to inquiry that the city-owned property was sold for approximately \$120,000 and that was given to Parks and Recreation.

CITY OF STERLING HEIGHTS

**MACOMB COUNTY, MICHIGAN
ORDINANCE NO. 441B**

**AN ORDINANCE TO AMEND THE “ANNUAL APPROPRIATIONS ORDINANCE”
BY AMENDING THE VARIOUS CITY BUDGETS.**

THE CITY OF STERLING HEIGHTS ORDAINS:

ARTICLE I

TITLE

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

ARTICLE II

The following is an estimate of revenues, by source, in each fund and an appropriation of monies as authorized by law, as may be needed or deemed necessary to defray all expenses and liabilities of the City as specified for the corporate purposes and objects of the City for the fiscal year July 1, 2015 through June 30, 2016. The City Council does hereby adopt, by budgetary center, the following General Fund and Special Revenue Funds budgets for 2015/16.

Sec. 2.01

GENERAL FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Net General Tax Revenue	\$39,678,770	\$40,338,770	
Licenses and Permits	1,805,000	2,196,000	
State and Local Returns	11,995,200	11,722,570	
Fines and Forfeitures	2,355,000	3,067,000	
Charges for Services	9,821,770	9,750,770	
Other Revenue	2,845,180	2,661,220	
Cable Revenue	2,450,000	2,600,000	
Use of Fund Balance	<u>0</u>		
Total General Revenue		<u>70,950,920</u>	72,336,330
Refuse Tax Revenue	4,795,150	4,805,150	
Police & Fire Pension Tax Revenue	7,986,310		
Safe Streets Tax Revenue	<u>7,135,880</u>	7,160,880	
Total Other Tax Revenue		<u>19,917,340</u>	19,952,340
Total Revenues		90,868,260	92,288,670
OTHER FINANCING SOURCES			
Transfers In	<u>-1,564,180</u>	1,360,140	
Total Other Financing Sources		<u>-1,564,180</u>	1,360,140
Total Revenues & Other Financing Sources		<u>\$92,432,440</u>	<u>\$93,648,810</u>

and does hereby designate ~~\$39,838,770~~ \$39,898,770 to be raised by 9.4909 mills tax levied for General Purposes on the assessed valuation of all real and personal property subject to taxation in the City,

and does hereby designate \$7,986,310 to be raised by 1.9026 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of meeting appropriations for fire and police pension purposes, as authorized by MCL 38.551, et. seq.,

and does hereby designate ~~\$4,795,150~~ \$4,805,150 to be raised by 1.1424 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of the collection and removal of garbage and trash of the City as authorized by MCL 123.261, et. seq.,

and does hereby designate ~~\$7,135,880~~ \$7,160,880 to be raised by 1.7000 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of providing revenue for police and fire protection as authorized by the electors of the City in approving the Safe Streets Proposal in 2013, et. seq.,

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

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES

City Administration Department	\$7,229,110	\$7,141,520	
Community Services Department	4,479,140	4,442,360	
Police Department	33,948,680	33,145,280	
Fire Department	17,395,890	16,966,360	
Public Works Department	8,142,820	7,739,110	
Refuse Collection	4,817,150	4,787,000	
City Development Department	4,074,600	4,000,210	
Community Relations Department	1,036,470	1,028,460	
41-A District Court	3,202,320	3,222,620	
General Expenditures	1,216,150	1,014,370	
Contribution to Fund Balance	<u>868,790</u>	2,944,200	
Total Expenditures		86,411,120	86,431,490

OTHER FINANCING USES

Transfers Out	<u>6,021,320</u>	7,217,320	
Total Other Financing Uses		<u>6,021,320</u>	
			7,217,320

Total General Fund **\$92,432,440** **\$93,648,810**

WATER & SEWER OPERATING FUND:

OPERATING REVENUES

Operating Revenues	\$43,329,160
Use of Net Assets	<u>1,355,990</u>

Total Operating Revenues **\$44,685,150**

OPERATING EXPENSES

Administration	\$3,374,840
Water Distribution	17,191,970
Sewage Collection	<u>24,118,340</u>

Total Water & Sewer Operating Fund **\$44,685,150**

and does hereby designate the rates to be charged for water and sewage disposal services to be as follows for all bills rendered on or after July 1, 2015.

WATER RATES

Consumption Charges Per Billing Period:	<u>Rate Per Thousand Cubic Ft.</u>
First 3,000 cubic feet or less	\$20.63
All over 3,000 cubic feet.....	25.79
Fixed DWSD fee (single-family residential customers)	\$4.25
Fixed DWSD fee (all other customers).....	6.00
 Meter Charges Per Billing Period	
1 1/2"	4.45
2".....	11.54
3".....	21.16
4".....	27.76
6".....	43.93
8".....	69.95
10".....	91.88
16".....	105.00

SEWER RATES

This charge shall be based on the amount of water used per billing period:	<u>Rate Per Thousand Cubic Ft.</u>
Per 1,000 cubic feet.....	\$34.74
Fixed Macomb County fee (single-family residential customers).....	\$4.25
Fixed Macomb County fee (all other customers).....	6.00

BILLING

Bills for water and sewer service shall be rendered periodically as set forth in this article. The billing period for single-family residential customers is quarterly, all other customers are billed monthly. All bills shall be due and payable twenty (20) days from the date thereon. A penalty of six percent (6%) of the amount of the unpaid portion of

each current bill shall be added to each bill not paid on or before the due date. An additional penalty of seventeen percent (17%) of the total of the unpaid balance and the six percent (6%) penalty shall be added at the time the delinquent bill is entered upon the tax roll, pursuant to section 35-6 (a) of the Sterling Heights City Code. The City shall establish a minimum water and sewer bill, which shall be based on 800 cubic feet of water usage per billing cycle. There will be a \$70.00 charge per bill for sewer only customers.

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

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

Sec. 2.03

MAJOR ROAD FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Fund Balance	\$2,589,390	\$2,284,570	
Federal Grants	164,600		
State Sources	7,057,190	7,207,190	
Other Revenue	<u>142,000</u>	184,070	
Total Revenues		9,953,180	9,840,430

OTHER FINANCING SOURCES

Transfer from General Fund	<u>0</u>		
Total Other Financing Sources		<u>0</u>	

Total Revenues & Other Financing Sources		<u>\$9,953,180</u>	<u>\$9,840,430</u>
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EXPENDITURES & OTHER FINANCING USES

EXPENDITURES

Administration Expenses	\$130,610	\$115,610	
Major Street Maintenance	2,252,500	2,379,450	
Major Street Improvements	5,820,070	5,245,370	
Contribution to Fund Balance	<u>0</u>		
Total Expenditures		8,203,180	7,740,430

OTHER FINANCING USES

Transfer to Road Bond Debt Retirement Fund	1,000,000		
Transfer to Local Road Fund	<u>750,000</u>	1,100,000	
Total Other Financing Uses		<u>1,750,000</u>	2,100,000

Total Major Road Fund	<u>\$9,953,180</u>	<u>\$9,840,430</u>
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Sec. 2.04

LOCAL ROAD FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Fund Balance	\$0	\$234,100	
Net Property Taxes	3,376,400	3,382,400	
State Sources	2,190,000	2,230,000	
Charges for Services	40,000	50,000	
Other Revenue	<u>42,010</u>	45,510	
Total Revenues		5,648,410	5,942,010

OTHER FINANCING SOURCES

Transfer from Major Road Fund	<u>750,000</u>	1,100,000	
Total Other Financing Sources		<u>750,000</u>	1,100,000

Total Revenues & Other Financing Sources	<u>\$6,398,410</u>	<u>\$7,042,010</u>
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and does hereby designate ~~\$3,360,000~~ \$3,370,000 to be raised by 0.8000 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City for the purpose of providing revenue for local street improvements as authorized by the electors of the City in approving the Safe Streets Proposal in 2013.

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES

Administration Expenses	\$160,310	\$150,310	
Local Street Maintenance	1,536,000	2,075,100	
Local Street Improvements	4,657,000	4,816,600	
Contribution to Fund Balance	<u>45,100</u>	0	
Total Expenditures		6,398,410	7,042,010

OTHER FINANCING USES

Transfer to Road Bond Debt Retirement Fund	<u>0</u>	0	
Total Other Financing Uses		<u>0</u>	

Total Local Road Fund	<u>\$6,398,410</u>	<u>\$7,042,010</u>
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Sec. 2.05

LAND & WATER CONSERVATION FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Fund Balance	\$80,800	\$0	
Federal & State Sources	4,500,000	0	
Other Revenue	<u>200</u>	800	
Total Revenues		4,581,000	800

OTHER FINANCING SOURCES

Transfer from General Fund	<u>738,700</u>		
Total Other Financing Sources		<u>738,700</u>	

Total Revenues & Other Financing Sources **\$5,319,700** **\$739,500**

EXPENDITURES

Land Improvements	\$5,319,700	\$309,630	
Contribution to Fund Balance	0	429,870	

Total Land & Water Conservation Fund **\$5,319,700** **\$739,500**

Sec. 2.06

PUBLIC SAFETY FORFEITURE FUND BUDGET:

REVENUES

Fund Balance	\$486,360	\$290,380	
Federal Forfeitures	16,170	22,480	
Treasury Forfeitures	0	23,410	
State Forfeitures	33,460	101,870	
Gambling Forfeitures	0		
Operating While Intoxicated Forfeitures	4,500	15,300	
Act 302 Training Funds	30,800	15,040	
Interest Income	<u>440</u>	720	

Total Revenues **\$571,730** **\$469,200**

EXPENDITURES

Federal Forfeitures	\$409,480	\$324,370	
Treasury Forfeitures	0		
State Forfeitures	80,160	60,460	
Gambling Forfeitures	8,830	17,330	
Operating While Intoxicated Forfeitures	42,460	39,660	
Act 302 Training Funds	<u>30,800</u>	27,380	

Total Public Safety Forfeiture Fund **\$571,730** **\$469,200**

Sec. 2.07

COMMUNITY DEVELOPMENT BLOCK GRANT FUND BUDGET:

REVENUES

Community Development Block Grant	<u>\$1,234,160</u>	\$845,530	
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Total Revenues		<u>\$1,234,160</u>	<u>\$845,530</u>
<u>EXPENDITURES</u>			
Administrative Expenses	\$182,230	\$171,460	
Books	6,000		
Senior Citizens Home Chore Program	20,000		
Single Parent Education Program	13,000		
Minor Home Repair	34,000		
Handicapped Recreation Program	19,000		
Housing Rehabilitation Program	299,960	53,000	
Macomb Homeless Coalition	3,000		
Contributions to Non-Profit Organizations	49,970		
Capital & Other Improvements	<u>607,000</u>	476,100	
Total Community Development Block Grant Fund		<u>\$1,234,160</u>	<u>\$845,530</u>

Sec. 2.08

NEIGHBORHOOD STABILIZATION PROGRAM FUND:

<u>REVENUES</u>			
Federal Grants	<u>\$0</u>	\$2,180	
Total Revenues		<u>\$0</u>	<u>\$2,180</u>
<u>EXPENDITURES</u>			
Administration Costs	<u>\$0</u>	\$2,180	
Total Neighborhood Stabilization Program Fund		<u>\$0</u>	<u>\$2,180</u>

Sec. 2.09

CORRIDOR IMPROVEMENT AUTHORITY FUND:

REVENUES & OTHER FINANCING SOURCES

<u>REVENUES</u>			
Property Taxes	\$18,940		
Federal Grants	0		
Other Revenue	<u>10</u>		
Total Revenues		18,950	
<u>OTHER FINANCING SOURCES</u>			
Transfer from General Fund	<u>0</u>		
Total Other Financing Sources		<u>0</u>	
Total Revenues & Other Financing Sources		<u>\$18,950</u>	
<u>EXPENDITURES</u>			
Miscellaneous	\$0		
Contribution to Fund Balance	<u>18,950</u>		

Total Corridor Improvement Authority Fund \$18,950

Sec. 2.10

ECONOMIC DEVELOPMENT CORPORATION FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Funding from General Government	\$300,000	
Other Revenue	<u>500</u>	
Total Revenues		300,500

OTHER FINANCING SOURCES

Transfer from General Fund	<u>0</u>	
Total Other Financing Sources		<u>0</u>

Total Revenues & Other Financing Sources \$300,500

EXPENDITURES

Miscellaneous	\$0
Contribution to Fund Balance	<u>300,500</u>

Total Economic Development Corporation Fund \$300,500

Sec. 2.11

BROWNFIELD REDEVELOPMENT AUTHORITY FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Property Taxes	\$0	\$106,060	
Charges for Services	0		
Other Revenue	<u>0</u>	1,100	
Total Revenues		0	107,160

OTHER FINANCING SOURCES

Transfer from General Fund	<u>0</u>	
Total Other Financing Sources		<u>0</u>

Total Revenues & Other Financing Sources \$0 \$107,160

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES

Miscellaneous	\$0	(\$332,610)	
Contribution to Fund Balance	<u>0</u>	439,770	
Total Expenditures		0	107,160

OTHER FINANCING USES

Transfer to General Fund	<u>0</u>	
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Total Other Financing Uses	_____	0	
Total Brownfield Redevelopment Authority Fund		<u>\$0</u>	<u>\$107,160</u>

Sec. 2.12

LOCAL DEVELOPMENT FINANCE AUTHORITY FUND BUDGET:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Federal Grants	\$0		
Property Taxes	616,980	549,630	
Other Revenue	<u>427,950</u>	163,650	
Total Revenues		1,044,930	713,280

OTHER FINANCING SOURCES

Transfer from General Fund	_____	0	
Total Other Financing Sources		<u>0</u>	

Total Revenues & Other Financing Sources		<u><u>\$1,044,930</u></u>	<u>\$713,280</u>
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EXPENDITURES

Incubator Renovations	\$0	\$35,000	
Incubator Operations	851,920	924,200	
BAE Reimbursement	0	(\$327,880)	
Contribution to Fund Balance	<u>193,010</u>	81,960	

Total Local Development Finance Authority Fund		<u>\$1,044,930</u>	<u>\$713,280</u>
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Sec. 2.13

GENERAL DRAIN FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Net Drain Tax Revenue	\$155,350		
Delinquents & Penalties	1,500		
Other Revenue	<u>200</u>		
Total Revenues		157,050	

OTHER FINANCING SOURCES

Bond Proceeds – Refunding	_____	0	
Total Other Financing Sources		<u>0</u>	

Total Revenues & Other Financing Sources		<u>\$157,050</u>	
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and does hereby designate \$158,350 to be raised by 0.0377 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City for the purpose of defraying the several costs of the drains in the General Drain Budget.

EXPENDITURES

Other Charges	\$300	
Principal	150,000	
Interest	<u>6,750</u>	

Total Drain Fund **\$157,050**

Sec. 2.14

VOTED TAX GENERAL OBLIGATION DEBT FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Delinquents & Penalties	\$1,350	
Other Revenue	200	
Net Proposal F Tax Revenue	<u>469,300</u>	
Total Revenues		470,850

OTHER FINANCING SOURCES

Transfer from General Fund	<u>0</u>	
Total Other Financing Sources		<u>0</u>

Total Revenues & Other Financing Sources **\$470,850**

and does hereby designate \$471,000 to be raised by 0.1122 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the City, for the purpose of meeting appropriations for public improvement debt service as authorized by the electors of the City in approving Proposal F in 2006.

EXPENDITURES

Proposal F Expenditures	<u>\$470,850</u>	
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Total Voted Tax General Obligation Debt Fund **\$470,850**

Sec. 2.15

ROAD BOND DEBT RETIREMENT FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Special Assessment Revenue	\$145,750	
Interest Income	97,970	98,870
Federal Interest Rebates	<u>31,990</u>	
Total Revenues		275,710 276,610

OTHER FINANCING SOURCES

Transfer from Major Road Fund	1,000,000	
Transfer from Road Bond Construction Fund	<u>130,000</u>	

Total Other Financing Sources		<u>1,130,000</u>	
Total Revenues & Other Financing Sources		<u>\$1,405,710</u>	<u>\$1,406,610</u>
<u>EXPENDITURES</u>			
Principal	\$990,000		
Interest	330,940		
Other Fees	1,100	1,600	
Contribution to Fund Balance	<u>83,670</u>	84,070	
Total Road Bond Debt Retirement Fund		<u>\$1,405,710</u>	<u>\$1,406,610</u>

Sec. 2.16

LIMITED TAX GENERAL OBLIGATION DEBT FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Other Revenue	<u>\$0</u>		
Total Revenues			0

OTHER FINANCING SOURCES

Transfer from General Fund	<u>322,380</u>		
Total Other Financing Sources		<u>322,380</u>	

Total Revenues & Other Financing Sources **\$322,380**

EXPENDITURES

Principal	\$260,000		
Interest	62,150		
Other Fees	<u>230</u>		

Total Limited Tax General Obligation Debt Fund **\$322,380**

Sec. 2.17

CAPITAL PROJECTS FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Fund Balance	\$1,465,220	\$691,660	
State & Local Returns	27,350		
Other Revenue	<u>325,180</u>	303,180	
Total Revenues		<u>1,817,750</u>	1,022,190

OTHER FINANCING SOURCES

Transfer from General Fund	<u>4,960,240</u>	6,156,240	
Total Other Financing Sources		<u>4,960,240</u>	6,156,240
Total Revenues & Other Financing Sources		<u>\$6,777,990</u>	<u>\$7,178,430</u>

EXPENDITURES

Capital Equipment	\$386,220		
Capital Vehicles	1,727,350		
Capital Projects	<u>4,664,420</u>	5,064,860	
Total Capital Projects Fund		<u>\$6,777,990</u>	<u>\$7,178,430</u>

Sec. 2.18

CLINTON RIVER RESTORATION FUND:

REVENUES

Federal Grants	<u>\$0</u>	\$1,000,000	
Total Revenues		<u>\$0</u>	<u>\$1,000,000</u>

EXPENDITURES

Capital Projects	<u>\$0</u>	\$1,000,000	
Total Clinton River Restoration Fund		<u>\$0</u>	<u>\$1,000,000</u>

Sec. 2.19

ROAD BOND CONSTRUCTION FUND:

REVENUES & OTHER FINANCING SOURCES

REVENUES

Fund Balance	\$0		
Other Revenue	130,000	136,000	
Federal Grants	<u>0</u>		
Total Revenues		130,000	136,000

OTHER FINANCING SOURCES

Proceeds from Long-Term Debt	8,150,000	9,884,560	
Transfer from Major Road Fund	<u>0</u>		
Total Other Financing Sources		<u>8,150,000</u>	9,884,560
Total Revenues & Other Financing Sources		<u>\$8,280,000</u>	<u>\$10,020,560</u>

EXPENDITURES & OTHER FINANCING USES

EXPENDITURES

Construction	\$8,280,000	\$4,553,500	
Contribution to Fund Balance	<u>0</u>	5,467,060	
Total Expenditures		8,280,000	10,020,560
OTHER FINANCING USES			
Transfer to Major Road Fund	<u>0</u>		
Total Other Financing Uses		<u>0</u>	
Total Road Bond Construction Fund		<u>\$8,280,000</u>	<u>\$10,020,560</u>

ARTICLE III

The City Council adopts the following fee schedule for public records and services provided by the City of Sterling Heights for the fiscal year July 1, 2015 through June 30, 2016. Any parts of resolutions and ordinances in conflict with this article are repealed. This article is intended to preserve all existing charges and fees set forth in any resolution, ordinance, or law which are not in conflict with this article and to fulfill the requirements of any ordinance authorizing the City Council to establish fees by resolution.

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

Sec. 3.01

ASSESSING OFFICE:

Lot Splits.....	550.00
Lot Combinations	450.00
Processing Labels (per page)	1.30
Resident Field Sheet Fee.....	2.00
Apartment Listing (Names/Sidwells/Assessments)	60.00
Shopping Center List	60.00
Section or Subdivision Listing (per page).....	1.00
Assessing, Board of Review, & Sales Information (first page)	2.00
Additional Pages	0.30
Plat Map.....	133.00
Custom Assessment Information Report	50.00
IFEC Extension Application Fee	575.00
IFEC Request for Extension to Complete Project Application Fee	575.00
IFEC Request for Revision of Final Project Cost Application Fee.....	575.00
Application to Establish a Speculative Building Designation Fee.....	575.00

Tax Hardship Income Limits:

1 Person.....	13,600.00
2 Person.....	15,730.00
3 Person.....	19,790.00
4 Person.....	23,850.00
5 Person.....	27,910.00
6 Person.....	31,970.00
7 Person.....	36,030.00
8 Person.....	40,090.00
Each Additional Person.....	3,800.00

Sec. 3.02

BUILDING OFFICE:

Fence Permit	38.00
Fence Permit – Masonry, Separation	56.00
Board of Code Appeals.....	226.00
Reestablish Expired Permit Fee	67.00
Overtime Inspections, Each Hour (4 hour minimum).....	89.00
Special Inspections, Each Trade (Residential).....	51.00
Special Inspections, Each Trade (Commercial).....	73.00
Building Code Publication.....	Cost + 13.00 Administration fee
Building Moving Permit	297.00
Municipal Civil Infraction:	
Each Violation.....	150.00
First Repeat Offense.....	375.00
Second Repeat Offense	750.00
Third or Subsequent Repeat Offenses	1,500.00

Electrical Work

Application Fee (Non-refundable).....	36.00
Permit fee (minimum).....	48.00
Electrical Contractor’s Registration.....	26.00
Fire Alarm Contractor’s Registration	26.00
Sign Contractor’s Registration.....	26.00
Furnace Wiring	27.00
Air Conditioner Reconnect	27.00
Circuits: Each (new or extended).....	21.00
Fixtures: Each 25	21.00
Motors, Power, Heating Units, Furnaces, Transformers:	
Each ¼ to 10 HP.....	27.00
Each 11 to 30 HP.....	32.00
Each 31 to 50 HP.....	37.00
Each 51 to 60 HP.....	43.00
Each 61 and over	57.00
Feeders (Conduit, Wireways, Bus Ducts, Cables):	
Each 100 ft. (or less)	50.00
Refrigeration Units:	
Air Conditioning (residential)	27.00
Interruptible Service.....	27.00

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Air Conditioning (commercial):		
Up to 5 Tons.....	32.00	
5 to 40 Tons.....	50.00	
Over 40 Tons.....	75.00	
Electric Ranges, Ovens, Dryers, Water Heaters, X-Ray Equipment:		
Each unit of type	27.00	
Swimming Pools/Hot Tubs (all)		56.00
Service (Lights, Heat, and Power):		
100 Ampere or less.....	27.00	
101 to 500 Ampere.....	37.00	
501 to 900 Ampere.....	50.00	
900 Ampere or more	62.00	
Signs: Sign Circuit	43.00	
Sign Tag Inspection.....	65.00	
Sign Connection	70.00	
General Repair & Alterations (per hour or fraction thereof)		58.00
Generator Connection		50.00
Motion Picture Apparatus		50.00
Special Inspections not specifically covered:		
Festivals	131.00	
Carnivals	131.00	
Circuses.....	131.00	
Shop Inspection	74.00	
Theatrical Road Show	74.00	
Christmas Tree Lot.....	74.00	
Temporary Wiring:		
Display Area (Sq. Ft.):		
Up to 100,000 sq. ft.....	67.00	
Over 100,000 to 200,000 sq. ft.....	124.00	
Over 200,000 to 300,000 sq. ft.....	148.00	
Over 300,000 to 400,000 sq. ft.....	219.00	
Over 400,000 sq. ft.....	292.00	
Outline Tubing – Connection or Tag Inspection:		
Each 100 feet.....	74.00	
Mobile Home and Trailer Park Inspections (minimum)		51.00
Fire Alarm Inspection (minimum)		71.00
Plan Review Fee.....	97.00	
Manual Pull Station.....	12.00	
A/V, Strobe, Voice Speaker	12.00	
Water Flow/Tamper Switch	12.00	
Heat or Smoke Detector	12.00	
Flame, Duct Detector	12.00	
Auxiliary Panel.....	12.00	
Electric Door Release.....	12.00	
Elevator Recall Status	12.00	
Fire Alarm Circuit	20.00	
Alterations to existing system.....		58.00
Reinspection Fee.....		58.00
Miscellaneous Fire Alarm Fee		58.00

Plumbing Work

Application Fee (Non-refundable).....	40.00
Permit Fee (minimum).....	48.00
Plumber's Registration	1.00
Journeyman Plumber's Registration	0.50
Fixture Inspection: (New and Replacement)	
New Installation (minimum)	48.00
New Stack or Stack Alteration.....	18.00
Air Admittance Valve	18.00
Roof conductor.....	18.00
Sump or interceptor.....	18.00
Backflow preventor.....	18.00
Pump or Water Lift	18.00
Hose connection (sillcocks)	18.00
Water treatment device.....	18.00
Water closets	18.00
Shower traps.....	18.00
Baths.....	18.00
Water heater	32.00
Tankless water heater.....	32.00
Basement Waterproofing.....	48.00
Sinks (any description).....	18.00
Lavatories	18.00
Laundry trays	18.00
Floor drains	18.00
Ice Maker	18.00
Back Water Valve	18.00
Thermal Expansion Tank	18.00
Bidet.....	18.00
Dental Chair	18.00
Grease or Oil Interceptor.....	18.00
Drinking fountains	18.00
Soda fountains/bars	18.00
Waste opening.....	18.00
Humidifiers	18.00
Food waste grinders	18.00
Dishwashers	18.00
Urinals	18.00
Whirlpools.....	37.00
Lawn Sprinkler Systems.....	43.00
All other fixtures not mentioned	18.00
Reinspection Fee.....	58.00
Special Equipment (automatic laundry, humidifier, beverage vending machine, vacuum systems, nitrous oxide, oxygen, nitrogen, medical air):	
Automatic Machines (minimum)	32.00
Each additional.....	18.00
Building Sewer Connection – sump connection	50.00
Drains:	
Storm drains to catch basin for main storm sewer	292.00
Lines less than 4" in diameter	28.00

Lines less than 6" in diameter	33.00
Lines less than 8" in diameter	44.00
Lines less than 10" in diameter	58.00
Lines less than 12" in diameter	74.00
Lines less than 14" in diameter	88.00
Lines less than 16" in diameter	103.00
Lines less than 18" in diameter	118.00
Lines exceeding 18" in diameter (per inch)	16.00
Water Distribution System:	
3/4"	22.00
1"	33.00
1 1/4"	38.00
1 1/2"	51.00
2"	67.00
2 1/2"	96.00
3"	110.00
4"	124.00
Exceeding 4"	147.00
Replace piping, no increase in size	38.00
 Mechanical Work	
Application Fee (Non-refundable).....	36.00
Permit Fee (minimum).....	48.00
License/Registration	15.00
Gas-Fired Equipment; Oil Burners; New or Replacement –	
Burners with input:	
up to 75,000.....	50.00
75,001 to 500,000.....	57.00
500,001 – 1,000,000.....	100.00
1,000,001 – 2,000,000.....	114.00
2,000,001 – 3,000,000.....	142.00
over 3,000,000.....	171.00
Air Handlers:	
Up to 2,000 CFM	50.00
Over 2,000 CFM	100.00
Duct Work	50.00
Hydronic Piping.....	58.00
Gas Piping:	
Mains up to 2"	43.00
Mains 2 1/2" to 4"	57.00
Mains over 4"	71.00
Each Opening off of Main.....	15.00
Factory Built Chimneys:	
Up to 8"	21.00
9" to 12"	32.00
Over 12"	43.00
Pre-Fab Fireplace.....	57.00
Flue Liner.....	37.00
Exhaust Fans:	
Up to 400 cfm.....	16.00

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401 cfm to 1,000 cfm	21.00
1,001 cfm to 4,000 cfm	32.00
Over 4,000 cfm.....	43.00
Dryer Vents.....	21.00
Kitchen Hood and Duct (UL300/FM200).....	51.00
Spray Booth Hood and Duct.....	51.00
Alterations to existing installations.....	58.00
Alterations to existing boilers.....	58.00
Reinspection Fee.....	58.00
Refrigeration Systems –	
Self Contained:	
2 Tons or Less, each.....	43.00
Over 2 to 5 Tons, each.....	50.00
Alterations to each system.....	58.00
Remote Systems:	
5 Tons or Less, each.....	50.00
Over 5 to 50 Tons, each.....	71.00
Over 50 Tons, each.....	114.00
Alterations to each system.....	58.00
Cooling Towers.....	71.00
Stand Pipes and Fire Suppression:	
Riser pipe up to 4” diameter.....	44.00
Riser pipe up to 6” diameter.....	74.00
Riser pipe up to 8” diameter.....	103.00
Riser pipe 8” or more diameter.....	219.00
Each suppression opening (each head of the system)	5.00
Alteration to existing system.....	58.00
Flammable and Bulk Storage Tanks:	
Tanks under 500 Gallons.....	50.00
Tanks under 5,000 Gallons.....	65.00
Tanks under 20,000 Gallons.....	85.00
Tanks under 50,000 Gallons.....	100.00
Tanks under 200,000 Gallons.....	114.00
Tanks over 200,000 Gallons.....	213.00

Buildings

Application Fee (Non-refundable).....	36.00
Plan Review Deposits (Non-refundable):	
Single Family Residential	550.00
Commercial Alteration.....	219.00
New Commercial/Industrial Building	1,095.00
Commercial/Industrial Addition	550.00
Building Permit Fees (all use groups):	
Valuation to \$1,000.....	56.00
Valuation \$1,001 to \$10,000.....	56.00 + 15.00 per 1,000.00 over 1,000.00
Valuation \$10,001 to \$100,000.....	222.00 + 6.00 per 1,000.00 over 10,000.00
Valuation \$100,001 to \$500,000.....	933.00 + 6.00 per 1,000.00 over 100,000.00
Valuation \$500,001 and over.....	4,050.00 + 6.00 per 1,000.00 over 500,000.00
Residential Bond (5% Retained).....	510.00

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Temporary C/O Refundable Bond.....	530.00
Multi-Family Bond (5% Retained).....	765.00
Commercial Bond (5% Retained).....	1,550.00
Industrial Bond (5% Retained).....	3,080.00
Mobile Homes	149.00
Plan Review Fee:	
Valuation \$0 - \$500,000.....	0.0040 of valuation but not less than 100.00
Valuation over \$500,000.....	2,370.00 + 0.0015 of valuation over 500,000.00
Residential Plan Review: If Plan Number is on File	110.00
Additional Expedited Commercial Interior Alteration Plan Review Fee	200.00
Miscellaneous Plan Review	67.00
Misc. Items (concrete, antennas, awnings, sheds, canopies, tents, gazebos, decks, porches, reroofs).....	67.00
Pigeon Loft Inspection.....	67.00
Replacement of Public Sidewalk Section(s) by Abutting Property Owner.....	36.00
Use Permit (tenant space)	96.00
Fire Repair/Water Repair.....	218.00
Fire Inspection Fee (New City Businesses)	90.00
Reinspection Fee.....	58.00
Demolition:	
Plan review and administration base fee	67.00 + 0.10 per square ft.
Swimming Pools:	
Above Ground.....	71.00
Below Ground	142.00
Signs:	
Application Fee (non-refundable)	36.00
Plan Review Fee.....	67.00
Permanent.....	147.00
Temporary	67.00
Contractor Registration Fee	26.00
Residential Basement Finish.....	212.00
Residential Interior Finish	212.00
Minor Commercial Alterations under 400 sq. ft.	219.00

Sec. 3.03

CITY ADMINISTRATION:

Amusement Device License:	
Types A & B	950.00 + 62.00 per device
Renewal Fee	193.00 + 36.00 per device
Type C.....	950.00
Renewal Fee	194.00
Attorney Services.....	Attorney fees & costs
Auction Sales License (per day)	25.00
Auctioneer License	57.00
Business Registry License	47.00
Carnival/Festival License	75.00 + 6.00 each booth, ride, etc.
Cigarette Vending Machine License.....	66.00 + 6.00 each additional machine
Death and Birth Certificate (Non-FOIA)	24.00
Additional Copies (Non-FOIA)	9.00

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Dog License:

Newly Acquired Dog - Jan. 1 to Oct. 31 OR License Renewal - Jan. 1 to Mar. 31:	
Spayed/Neutered Dog:	
1-Year License	8.00
2-Year License	14.00
3-Year License	20.00
Unaltered Dog:	
1-Year License	21.00
2-Year License	40.00
3-Year License	59.00
Newly Acquired Dog - Nov. 1 to Dec. 31	
Spayed/Neutered Dog:	
1-Year License	4.00
Unaltered Dog:	
1-Year License	10.50
Newly Acquired Dog - Registering later than 30 days after acquisition:	
Additional Late Fee.....	10.00
License Renewal - After Mar. 31:	
Additional Late Fee.....	10.00
Senior (60+) Owner.....	No charge
Service Dog.....	No charge
Potentially Dangerous Dog Annual License Fee	56.00
Replacement Dog Tag	4.50
Fire Inspection Fee (new City businesses – charged by Building)	90.00
Going Out of Business Sales License	50.00
Renewal Fee	50.00
House Moving License	75.00
Industrial Development District Filing Fee	1,000.00
Industrial Facilities Exemption Certificate Filing Fee	2,000.00
Industrial Facilities Exemption Certificate Application Amendment Fee	1,000.00
Industrial Facilities Exemption Certificate Transfer Fee	1,000.00
New Personal Property Exemption Fee	2,000.00
Junk Yard License	275.00
Landscaper License (Non-resident)	68.00
Medical Marijuana Location Registration Fee.....	350.00
Mobile Vending License.....	189.00
Pawnbroker License.....	500.00
Refuse Collection License	99.00 + 7.00 each truck
Secondhand Goods Merchant Registration Fee	104.00
Snow Removal License	193.00
Solicitor/Peddler License	124.00
Tattoo Permit	570.00
Taxi License (annual fee).....	97.00 + 12.00 per vehicle
Temporary Use Vendor License	49.00
Wrecker Driver License (Towing Contractor).....	121.00
Renewal Fee Wrecker Driver License (Towing Contractor).....	61.00
Massage Establishment License	655.00
Renewal Fee Massage Establishment License	329.00
Precinct Map.....	7.85
City Street Map.....	4.90

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Zoning Map	6.20
City Budget	52.00
Municipal Improvement Program.....	32.00
City Financial Audit.....	32.00
Collective Bargaining Agreement.....	6.20
Election Results	9.60
Voter and Business Registry Labels (per page)	1.30
Voter and Business Registry Lists (per computer hour)	Payroll + 0.05/page
Voter Data CD	29.00
Liquor License: Class C.....	2,080.00
Tavern	2,080.00
SDD & SDM.....	2,080.00
Entertainment and/or Dance Permit	2,080.00
Extended Hours Permit	2,080.00
Shareholder Partial Transfer.....	1,030.00
Temporary Liquor License Application Fee	34.00
Outdoor Service Permit.....	258.00
Hotel/Motel License	2,080.00
Renewal Fee Hotel/Motel License	1,030.00
Certifications.....	5.00
Photo Copies – Black & White (Non-FOIA).....	2.00
Additional Pages – Black & White (Non-FOIA)	0.30
Photo Copies – Color (Non-FOIA).....	2.00
Additional Pages – Color (Non-FOIA)	0.85
Microfilm Copies (per page) (Non-FOIA).....	5.50
Recording Fee (formerly Encroachment Fee).....	40.00
Notary Fee	10.00
Audio Tape Recordings - prepay minimum (Non-FOIA).....	19.00
Fireworks Display Permit	720.00
Close Proximity Pyrotechnic Display Permit	720.00
Sterlingfest Art Fair Applications.....	230.00
Double Booth Fee	410.00
Corner Booth Additional Charge	30.00
Sterlingfest Art Fair Vendor Jury Fee (Non-Refundable).....	17.00
“Taste of the Town” Sterlingfest Booth – Food Cart Vendors	660.00
“Taste of the Town” Sterlingfest Booth - Restaurateurs.....	1,500.00
VHS Tape Dubs (Non-FOIA).....	36.00
DVD Dubs	
Resident (Non-FOIA).....	26.00
Non-Resident (Non-FOIA)	36.00
Gazebo Rental (per event):	
Resident.....	59.00
Non-Resident.....	90.00
Gazebo Rental for Photographs Only (per 1 hour rental):	
Resident.....	32.00
Non-Resident.....	45.00
Upton House Rental – (per 4 hour rental):	
Resident.....	59.00
Non-Resident.....	90.00
Sterling Heights Magazine Advertisement Fees:	

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Engineering Bid Packet Fee.....	47.00
R.O.W. Permits:	
Review Fees – Public Improvements	1.3% of construction cost (\$50 minimum)
Review Fees – Privately Owned Facility	\$0.05/linear foot (\$50 minimum)
Inspection	Payroll +180%
Telecommunications ROW Application Fee	645.00
Staking Fees	Payroll + 180%
Inspection Fees:	
Site Plan	Payroll +180%
Multiple Development	Payroll +180%
Cluster Development.....	Payroll +180%
Site Condominiums	Payroll +180%
City Construction Projects	Payroll +180%
Subdivisions	Payroll +180%
Inspections by Consultants.....	Consultant Fee +10%
Private Development Engineering Consultant Fee	Consultant Fee +10%
Sidewalk Repair and Gap Programs	Cost +20%
Easement Vacations.....	Attorney fee+ 240.00
Easement Encroachments	260.00
Building Number Assignments (per address).....	22.00
S.E.S.C. Review Fee for:	
Commercial, Industrial, Multi-Family, Subdivision	¼ of 1% of first \$500,000.00
+½ of 1% over \$500,000.00 (50.00 minimum)	
Single-Family Residential House	70.00
Underground Private Utility.....	0.05 linear foot (50.00 minimum)
S.E.S.C. Inspection Fees	Payroll + 180%
S.E.S.C. Inspection by Consultant.....	Consultant fee +10%
S.E.S.C. Permit Renewal Fee (\$50 min.).....	10% of Permit Fee
Water & Sewer Permit Revision Review Fee.....	103.00
Public Services Agreement Execution Fee	33.00
Recording Fee	40.00
Water & Sewer Debt Service Agreement Finance Charge	20%
Document Copying for:	
24" x 36" Prints (Xerox 2510 or blueline)	8.00 each
34" x 34" Prints (Xerox 2510 or blueline)	8.00 each
Larger than 34" x 34" (Xerox 2510 or blueline).....	8.00 each
Detail Sheets (Mylar)	9.50 each
Topographic Map 36" x 36" (blueline).....	42.00 each
Planimetric Map 36" x 36" (blueline)	25.00 each
Overall Watermain Map (blueline)	8.50 each
Overall Sanitary Sewer Map (blueline).....	8.50 each
Overall Storm Sewer Map (blueline)	8.50 each
Master Storm Sewer Plan (book form).....	49.00 each
Master Watermain Plan (book form).....	37.00 each
Master Sanitary Sewer Plan (book form).....	37.00 each
Master Road Plan (book form) 1998 HRC.....	49.00 each
Municipal Civil Infraction for Various Soil Erosion and Sedimentation Control Regulations:	
First and Subsequent Repeat Offenses	750.00
Municipal Civil Infraction for Unabated Knowing Violations of City Code Chapter 17:	
Each Violation.....	5,000.00

First Repeat Offense.....	7,500.00
Second and Subsequent Repeat Offenses.....	10,000.00
Municipal Civil Infraction for Unabated Knowing Violations After a Notice of Determination:	
Each Violation.....	10,000.00
First Repeat Offense.....	15,000.00
Second and Subsequent Repeat Offenses.....	20,000.00
* Class 1 projects include drain enclosures, channel improvements, sanitary sewer, water main, and pavement overlay.	
** Class 2 projects include new road construction or reconstruction, bridges, pumping stations, etc.	

Sec. 3.06

FIRE DEPARTMENT:

Fire Reports: First Page (Non-FOIA)	11.00
Additional Pages (Non-FOIA)	1.00
Digital Photographs:	
5" x 7" Color Print (Non-FOIA)	32.00
8" x 10" Color Print (Non-FOIA)	32.00
8" x 10" Contact Sheet (Non-FOIA).....	32.00
Compact Disc (Non-FOIA).....	25.00
Burning Permit.....	200.00
Fireworks Sales Permit	720.00
Fireworks Display Permit	720.00
Close Proximity Pyrotechnic Display Permit	720.00
Board of Code Appeals.....	240.00
Witnessed Acceptance Test Fee.....	170.00
Off-Hour Witnessed Acceptance Test Fee (3 hour minimum)	781.00
Each additional hour	261.00
Reinspection Fee for Witnessed Acceptance Test	170.00
Phase I Site Inspection (1 hour minimum).....	60.00 + 35.00 per hour
Special Fire Prevention Inspection (festivals, craft shows, carnivals, haunted houses, flea markets)	
Each Inspection	184.00
Each Re-Inspection	184.00
Off-Hour Inspection (3 hour minimum).....	261.00
Each Additional Hour.....	76.00
Off-Hour Re-Inspection (3 hour minimum)	261.00
Each Additional Hour.....	76.00
Plan Review Fee	160.00
Resubmitted Plan Review Fee	53.00
Explosive Materials Permit Fee	195.00
Requested Fire Services (Schools, Businesses, Hazmat Incidents, etc.).....	Cost + 30%
Reinspection Fees:	
First Reinspection.....	No Fee
Second and Subsequent Reinspections.....	114.00
False Alarm Fees: (within a 12 month period)	
First Response	No Fee
Second Response.....	150.00
Third Response.....	320.00
Fourth and Subsequent Responses	645.00
Municipal Civil Infraction:	

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

Sec. 3.07

NEIGHBORHOOD SERVICES:

Administrative Warrant	125.00
Board of Ordinance Nuisance Abatement Appeals	225.00
Board of Ordinance Noxious Weed Appeals.....	50.00
Single Family Res. Non-Homestead Inspection Fee (biennial)	128.00
Nuisance Abatement Administrative Fee	25%
Nuisance Abatement Agreement Execution Fee	Attorney Fee + 25%
Sidewalk Snow Removal Fee	Cost + 25% + 58.00
Claimed Signs:	
16 sq. ft. or less	5.00 each
17 – 31 sq. ft.....	25.00 each
32 sq. ft. and over	119.00 each
Code Enforcement Inspection.....	57.00
Real Estate Sign Removal Fee.....	Contract Costs + 25% Administration Fee
Municipal Civil Infraction (Residential Parking and Signs):	
Each Violation.....	100.00
First Repeat Offense.....	250.00
Second and Subsequent Repeat Offenses.....	500.00
Municipal Civil Infraction for Prohibited Parking during a Snow Emergency:	
Each Violation.....	25.00
First Repeat Offense.....	100.00
Second and Subsequent Repeat Offenses.....	125.00

Sec. 3.08

PARKS & RECREATION:

Pavilion Rental:	
Weekday (Resident).....	66.00
(Non-Resident).....	99.00
Weekend (Resident).....	89.00
(Non-Resident).....	133.00
Picnic Kits:	
Weekday (Resident).....	10.00
(Non-Resident).....	15.00
Weekend (Resident).....	30.00
(Non-Resident).....	45.00

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Nature Center Classes:

School Field Trips (WCS/UCS Schools)	30.00
(All Other Districts per class)	45.00
Children’s Nature Classes (Resident).....	8.00
(Non-Resident)	12.00
Scout Badge Classes (Resident).....	9.00
(Non-Resident)	13.00
Birthday Parties (Resident)	118.00
(Non-Resident).....	153.00

Parent & Tot Classes:

1 Child Per Family (Resident).....	50.00
(Non-Resident)	75.00
2 Children Per Family (Resident).....	56.00
(Non-Resident)	84.00

Summer Playground:

Resident.....	104.00
Non-Resident.....	156.00
Field Trip Bus Fee (Per Person)	8.00

Special Recreation Dances:

Pre-Registered (Resident)	7.50
(Non-Resident).....	10.50
Registration at the Door (Resident).....	9.50
(Non-Resident).....	13.50
Staff Registration	1.00
Prom Dance – Individual (Resident).....	17.50
(Non-Resident).....	26.25

Special Recreation Playgrounds:

Physically or Otherwise Health Impaired (P.O.H.I.) – Individual (Resident).....	156.00
(Non-Resident).....	234.00
Physically or Otherwise Health Impaired (P.O.H.I.) – Family (Resident).....	263.00
(Non-Resident).....	394.00
Mentally Impaired (M.I.) – Individual (Resident).....	156.00
(Non-Resident).....	234.00
Mentally Impaired (M.I.) – Family (Resident).....	263.00
(Non-Resident).....	394.00

Special Recreation:

Early On Parent & Tot (Resident).....	32.00
(Non-Resident).....	48.00
Crafts (Resident)	8.00
(Non-Resident).....	12.00
Creative Cooking (Resident).....	8.00
(Non-Resident).....	12.00
Line Dance Exercise (Resident)	44.00
(Non-Resident)	66.00
Softball – Individual (Resident)	58.00
(Non-Resident).....	75.00
Softball – Family (Resident)	101.00
(Non-Resident).....	131.00

Farmers Market:

Advanced Pay-Full Season.....	375.00
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Per-Day Rate	20.00
Electricity (Additional Fee Per Day).....	5.00
Coffeeshouse Tickets:	
Advance Tickets (Resident)	14.00
(Non-Resident)	18.00
At the Door Sales (Resident).....	15.00
(Non-Resident)	20.00
Karate:	
Resident.....	50.00
Non-Resident.....	65.00
Yoga/Fitness Classes:	
Resident.....	42.00
Non-Resident.....	55.00
Zumba:	
Resident.....	60.00
Non-Resident.....	78.00
Men's Gym:	
Resident.....	45.00
Non-Resident.....	58.00
Senior Boys Basketball.....	530.00
Men's Softball	898.00
Co-ed Softball	587.00
Women's Softball	587.00
Ball Field Rental Fees – Seasonal:	
Delia or LWB Park (per field per day):	
MABF Teams/Church Teams.....	390.00
All Other Users.....	415.00
All Users – Lighted Fields Additional Fee (per day).....	63.00
Jaycee Park (per field per day):	
MABF Teams/Church Teams.....	270.00
All Other Users.....	295.00
Ball Field Rental Fees – Daily:	
Delia or LWB Park (per field per day):	
MABF Teams/Church Teams.....	68.00
All Other Users.....	78.00
All Users – Lighted Fields Additional Fee (per day).....	63.00
Jaycee Park (per field per day):	
MABF Teams/Church Teams.....	46.00
All Other Users.....	56.00
Ball Field Request to Groom/Stripe Additional Fee	Cost + 25%
Soccer Field Rental Fees (per field per season):	
Travel Clubs:	
Seasonal 1-3 days/week.....	560.00
Seasonal 4-7 days/week.....	850.00
Camp/Other	
Weekly (one week only).....	200.00
Daily	85.00
Sand Volleyball League.....	228.00

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Teenfest:

Resident.....	2.50
Non-Resident.....	3.50

Snowmobile Safety (Resident)	15.00
(Non-Resident)	22.00

Gymnastics:

One-half Hour Class (Resident)	45.00
(Non-Resident)	67.00
One Hour Class (Resident).....	56.00
(Non-Resident)	84.00

Dance:

Fall Session (Resident).....	52.00
(Non-Resident)	67.00
Winter/Spring Session (Resident)	83.00
(Non-Resident)	108.00

30 Minute Dance Classes:

Fall Session (Resident).....	41.00
(Non-Resident)	53.00
Winter/Spring Session (Resident)	53.00
(Non-Resident).....	69.00

Ballroom:

Resident.....	40.00
Non-Resident.....	60.00

Senior Center Activities:

Aquatic Exercise (Resident).....	36.00
(Non-Resident)	47.00
Arthritis Exercise (Resident)	5.00
(Non-Resident)	7.00
Exercise (Resident)	6.00
(Non-Resident)	9.00
Golf League (Resident).....	16.00
(Non-Resident).....	24.00
Line Dance (Resident).....	5.00
(Non-Resident)	7.00
Senior News Subscription per year (Resident).....	14.50
(Non-Resident)	21.75
Stained Glass Class (Resident).....	7.00
(Non-Resident).....	10.50
Tai Chi (Resident)	6.00
(Non-Resident).....	9.00
Volleyball Player Fee (Resident)	34.00
(Non-Resident).....	51.00
Zumba Gold (Resident).....	5.00
(Non-Resident).....	7.00

Senior Bus Trip:

1 day.....(Resident)	8.00
(Non-Resident).....	12.00
2-4 days....(Resident)	15.00
(Non-Resident).....	22.50
Extended..(Resident).....	33.00

(Non-Resident).....	50.00
SMART Bus Day Trips (Resident).....	4.00
(Non-Resident).....	6.00
Senior Activity Fee - per day (Resident)	0.25
(Non-Resident)	0.50
Senior Center Gymnasium Activities:	
Co-ed Pickleball (Resident)	24.00
(Non-Resident).....	36.00
Track Usage Fee – After Hours (Resident).....	1.00
(Non-Resident).....	1.50
Gymnasium Usage Fee – After Hours (Resident).....	Trial Reduced Fee: 2.00
(Non-Resident)	Trial Reduced Fee: 3.00
Parks and Recreation Plan	8.75

Sec. 3.09

PLANNING:

Special Approval Land Use	569.00
Temporary Use	416.00
Administrative Review.....	255.00
Variances to Subdivision Regulations	416.00
Right-of-Way Vacations	630.00
Rezoning Petition:	
First Acre.....	1,770.00
Additional Acre.....	69.00
Public Hearing Postponements (Petitioner Requested).....	46.00
Ordinance Text Amendment.....	1,770.00
Subdivision Plat	1,390.00
Each lot over 100 lots.....	9.30
Subdivision Open Space and One-Family Cluster Development	775.00
Tree Preservation – Site Plans and Plats.....	880.00
Tree Preservation – Single Family Lot (less than one acre)	190.00
Tree Preservation Administrative Fee.....	25% of landscape plan inspection fees
Tree Preservation Inspection Fee (per inspection/re-inspection).....	Payroll + 175%
No Tree Affidavit.....	124.00
Site Plan Review:	
First Acre.....	425.00
Additional Acre.....	71.00
Site Plan Review by Planning Commission:	
First Acre.....	570.00
Additional Acre.....	71.00
As Built Revisions	251.00
Master Land Use Report	39.00
Master Land Use Map.....	12.50
Subdivision Plat Print (per sheet)	12.50
Subordination of Lien	150.00
Zoning Board of Appeals:	
Regular Meeting.....	420.00
Special Meeting.....	840.00
Zoning Compliance Letter	62.00
Landscape Plan Inspection.....	25% of site plan fees

Municipal Civil Infraction:

Each Violation.....	150.00
First Repeat Offense.....	375.00
Second Repeat Offense	750.00
Third or Subsequent Repeat Offenses	1,500.00

Sec. 3.10

POLICE DEPARTMENT:

Police Reports:

First Page (Non-FOIA)	11.00
Additional Pages (Non-FOIA)	2.00
Clearance Letter.....	16.00
Noncriminal Fingerprint Card.....	25.00
Photos: 8" x 10" Color (Non-FOIA).....	33.00
5" x 7" Color (Non-FOIA).....	31.00
8" x 10" Contact Sheet (Non-FOIA).....	31.00
Compact Disc (Non-FOIA).....	46.00
Administrative Towing Fees: (Charged to Towing Company)	
Inspection of VIN.....	23.00
Reports on TR-52 Tracking.....	28.00
Administration and Presence at Auction.....	590.00
Audio Tape Duplication Fee (Non-FOIA).....	42.00
Video Tape, DVD, CD Duplication Fee (Non-FOIA).....	46.00
Animal Give-up Fee.....	30.00
Animal Impoundment Fee (Released from Station).....	31.00
Animal Impoundment Fee (Taken to Care Hospital):	
Up to 65 pounds	50.00
Over 65 pounds	60.00
Animal Trap Rental Fee (per 5 days).....	32.00
Animal 10-Day Quarantine Fee:	
Up to 65 pounds	150.00
Over 65 pounds	170.00
Rabies Testing:	
If Owner of Animal Known.....	75.00
If Owner of Animal Known (Decapitation Required)	150.00
Microchipping of Animal (if required per ordinance/law)	35.00
Flea Prevention (impounded animals if owner is known)	20.00
Cremation of Pre-Deceased Animals (if owner is known)	25.00
Personal Breathalyzer Test (PBT)	24.00
Booking Photo (Non-FOIA)	11.00
Notary Fee for Gun Permits.....	10.00
Park Alcohol Permit Fee.....	34.00
Requested Police Services (Schools, Businesses, Hazmat Incidents, etc.).....	Cost + 30%
Towed Vehicle Impound Fee.....	30.00
Correctable Traffic Violation.....	10.00
Warrant Fee (All Warrants)	10.00
False Alarm Fees: (within a 12 month period)	
First Response	No fee
Second Response.....	No fee

Third Response (Residential)	35.00
Third Response (Non-Residential)	99.00
Fourth Response (Residential)	67.00
Fourth Response (Non-Residential)	201.00
Fifth and Subsequent Responses (Residential)	132.00
Fifth and Subsequent Responses (Non-Residential)	397.00
Municipal Civil Infraction (including Animal Control Regulations):	
Each Violation.....	150.00
First Repeat Offense.....	375.00
Second Repeat Offense	750.00
Third and Subsequent Repeat Offenses.....	1,500.00
Municipal Civil Infraction for Prohibited Parking during a Snow Emergency:	
Each Violation.....	25.00
First Repeat Offense.....	100.00
Second and Subsequent Repeat Offenses.....	125.00
Municipal Civil Infraction for Youth Curfew Violations:	
Each Violation.....	25.00
First Repeat Offense.....	50.00
Second and Subsequent Repeat Offenses.....	100.00
Municipal Civil Infraction for Violation of Bicycle Regulations (City Parks):	
Each Violation.....	10.00
First Repeat Offense.....	25.00
Second and Subsequent Repeat Offenses.....	50.00

Sec. 3.11

PUBLIC LIBRARY:

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

Sec. 3.12

PUBLIC WORKS DEPARTMENT:

Sewer Inspection.....	103.00
Sewer Tap.....	1,130.00

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Sewer Capital/Unit	
Residential.....	840.00
Commercial/Industrial (per 1,000 sq. ft.).....	430.00
Sewer Frontage (per front ft.)	70.00
Sewage Disposal Service Only (per billing)	70.00
Residential and Commercial Water Meters:	
¾" Remote	390.00
1" Remote	440.00
1 ½" Remote.....	755.00
2" Compound Remote.....	1,960.00
3" Compound Remote.....	3,460.00
4" Compound Remote.....	4,855.00
6" Compound Remote.....	7,200.00
Double Check Detector Assembly with Meter:	
3".....	1,930.00
4".....	2,030.00
6".....	2,910.00
8".....	5,270.00
10".....	7,680.00
Water Inspection.....	103.00
Water Tap	
1".....	1,070.00
1 ½".....	1,460.00
2".....	1,710.00
3".....	3,420.00
4".....	3,700.00
6".....	4,230.00
Additional Charge for 86 ft. wide street:	
1".....	340.00
1 ½".....	390.00
2".....	530.00
Additional Charge for 120 ft. wide street:	
1".....	680.00
1 ½".....	870.00
2".....	1,130.00
Additional Charge for 204 ft. wide street:1,440.00	
1".....	1,610.00
1 ½".....	2,050.00
2".....	2,920.00
Water Capital/Unit:	
Residential.....	660.00
Commercial/Industrial (per 1,000 sq. ft.).....	350.00
Water Frontage (per front ft.).....	39.00
Monitor Surcharge	per City of Detroit Industrial Waste Control Rate Structure
Water Turn On Fee	89.00
Water Service Fee (avoidable & repeat visits).....	89.00
Water Service Abandonment Fee:	
Residential.....	460.00
Commercial.....	Contract Costs + 920.00
Sewer Service Abandonment Fee	103.00

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Water Service Re-Use Fee	
Residential.....	460.00
Commercial.....	Contract Costs + 920.00
Sewer Service Re-Use Fee.....	103.00
Water Meter Testing Fee.....	102.00
Water Meter Rescheduling Fee.....	89.00
Non-Compliance with Back Flow Fee.....	210.00
Automatic Fixed Network Meter Read Permit.....	171.00
Final Water Meter Read.....	34.00
Final Water & Sewer Bill Preparation Fee.....	14.00
Citizen Water Service Request – after hours.....	89.00
Public Works Services Provided.....	Cost + 25%
Water Meter Removal/Reinstallation for common area irrigation system.....	195.00
Landlord/Tenant Affidavit Filing Fee.....	150.00
Fire Hydrant Rental – Payable by City.....	26.00
Private Use of Fire Hydrant:	
Per Hydrant.....	110.00 per month + 320.00 water usage deposit
Bypass Inspection Fee.....	Back bill + 135.00
Common Area Irrigation System Permit.....	380.00
Planting of tree in right-of-way.....	200.00
Culvert installation permit.....	92.00
Ditch enclosure permit.....	92.00
Monitoring well installation permit.....	440.00
Sewer connection to discharge treated ground water.....	440.00
Cutting of noxious weeds.....	Contract costs + 60% administrative fee + 33.00 fine
Special Pickup/Additional Refuse Collection.....	Contract costs + 25% administrative fee
Refuse Collection Fees (Schools).....	Contract costs
Refuse Collection Fees (Mobile Home Parks and Apartment Complexes).....	Contract costs
.....	+ 5% administrative fee – refuse taxes paid
Curbside Recycling License (min. \$1,500/year).....	1% of program revenue based upon previous year
Debris Removal Fee.....	Contract Costs + 25% administrative fee
Tree Branch Chipping Fee.....	60.00
Fleet Services Requested by Other Cities.....	Cost + 30%
Municipal Civil Infraction:	
Each Violation.....	150.00
First Repeat Offense.....	375.00
Second Repeat Offense.....	750.00
Third and Subsequent Repeat Offenses.....	1,500.00
Municipal Civil Infraction for Trash Placed at Curb Outside of Permitted Hours:	
Each Violation.....	25.00
First Repeat Offense.....	50.00
Second and Subsequent Repeat Offenses.....	100.00
Municipal Civil Infraction for Violation of a Mandatory Water Restriction:	
Each Violation.....	25.00
First Repeat Offense.....	50.00
Second and Subsequent Repeat Offenses.....	100.00
Municipal Civil Infraction for Raking Leaves Into Street:	
Each Violation.....	25.00
First Repeat Offense.....	50.00
Second and Subsequent Repeat Offenses.....	100.00

Sec. 3.13

TREASURY OFFICE:

Bounced Check Fee	30.00
Delinquent Bill to Tax Roll Penalty (excluding Water & Sewer).....	17%
Late Payment Penalty	6%
Penalty Assessment on Delinquent Taxes	3%
Tax Statement Copy (Internet – Free).....	2.00
Attorney Review Fee for Liens or Discharges.....	78.00
Subordination of Lien	500.00
Annual Lien Penalty	6% + lien filing costs
O.U.I.L./O.U.I.D.....	320.00 + additional reimbursements
Property Tax Administration Fee (P.T.A.F.)	1%
Municipal Civil Infraction for Failure to Pay Police or Fire False Alarm Invoices:	
Each Violation.....	150.00
First Repeat Offense.....	375.00
Second Repeat Offense	750.00
Third and Subsequent Repeat Offenses.....	1,500.00

ARTICLE IV

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

ARTICLE V

SEVERABILITY

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

ARTICLE VI

EFFECTIVE DATE

This ordinance shall become effective upon publication.

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

NAYES: None

ABSENT: None

City of Sterling Heights
City Clerk

INTRODUCED: 06/21/16
ADOPTED: 07/05/16
PUBLISHED: 07/13/16
EFFECTIVE: 07/13/16

Yes: All. The motion carried.

CONSENT AGENDA

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

A. To approve the minutes of the Regular Meeting of June 21, 2016, as presented.

B. To approve the payment of the bills as presented: General Fund - \$1,254,352.91, Water & Sewer Fund - \$206,244.99, Other Funds - \$606,990.38, Total Checks - \$2,067,588.28.

C. **RESOLVED**, to

a) Award the bid for a 2017 Ford F550 4x4 Supercab XLT cab and chassis from Jorgensen Ford Sales, Inc., 8333 Michigan Avenue, Detroit, MI 48210, in the amount of \$50,666.66;

b) Approve the purchase of a KC1 08 service body and accessories from Knapheide Truck Equipment, 1200 S. Averill Avenue, Flint, MI 48503,

through an Oakland County cooperative bid, contract no. 004021, in the amount of \$17,486.10; and

c) Authorize an amendment to the Water & Sewer Fund budget in the amount of \$15,652.76 from Water & Sewer Fund net assets.

D. RESOLVED, to approve the rental and cleaning of uniforms, shop towels, and floor mats from Cintas Corporation, 51518 Quadrate Drive, Macomb, MI 48042, for the period July 6, 2016 through March 31, 2019 at unit pricing available through the U.S. Communities Government Purchasing Alliance cooperative bid, contract #12-JLH-011 C and authorize the City Manager to sign all documents required in conjunction with this approval on behalf of the City (Estimated annual expenditure of \$18,796.30).

E. RESOLVED, to award the bid for print shop/copy paper and envelopes to Veritiv Operating Company, 1376 Rankin, Troy MI 48083, for the period of six months from date of bid award at the unit prices bid, and authorize the City Manager to exercise the option to extend the bid period for an additional six-month period under the same terms and conditions upon mutual consent. (Estimated annual expenditure of \$27,217.41).

F. RESOLVED, to purchase Neptune water meters and replacement parts from Michigan Meter Technology Group, Inc., 799 E. Whitcomb Avenue, Madison Heights, MI 48071, at unit pricing available through an Oakland County cooperative bid, contract #004361, through October 31, 2017. (Total estimated annual expense of \$155,000).

- G. RESOLVED, to purchase 18 Dell Latitude 14 Rugged Laptops and 17 Dell Havis Docks with power supply from Access Interactive, L.L.C., 46665 Magellan Drive, Novi, MI 48377, at a cumulative cost of \$61,674.90.
- H. RESOLVED/ to purchase Federal brand police ammunition at unit pricing available through the State of Michigan cooperative bid MiDeal contract #071 83200095, through August 31, 2016.
- I. RESOLVED, to award the bid for utility structure and concrete repairs to Luigi Ferdinandi & Son Cement Company, Inc., 16481 Common Road, Roseville, MI 48066, at unit prices bid through December 31, 2016. (Estimated cost of \$125,000 through December 31, 2016).
- J. RESOLVED, to extend the terms and conditions of the proposal by GDI Omni, 24300 Southfield Road, Suite 220, Southfield, MI 48075 for custodial and janitorial services for a one-year period, and authorize the Mayor and City Clerk to sign, as applicable, all required documentation on behalf of the City, subject to review and approval by the City Attorney. (Estimated annual expenditure of \$280,167).
- K. RESOLVED, to approve the fiscal year 2016/2017 schedule of regular City Council meetings and direct the City Clerk to post notices in accordance with the Open Meetings Act.
- L. RESOLVED, to schedule a public hearing for August 3, 2016 for the purpose of hearing any objections to the changing of the name of the private street Ford County Lane to Suburban Drive and to direct City Administration to

provide notice of the public hearing in accordance with City Charter Section 16.05.

- M. RESOLVED, to set a public hearing on Wednesday, August 3, 2016 at 7:30 p.m. regarding the application by Chardam Gear Company, Inc. to establish an Industrial Development District (IDD) at 40810 Brentwood Drive, 40765 Mound Road, 40805 Mound Road, and 40821 Mound Road.
- N. RESOLVED/ to set a public hearing on Wednesday, August 31, 2016 at 7:30 p.m. regarding the application by Ric-Man Construction, Inc. for an Industrial Facilities Tax Exemption Certificate at 42600 R Mancini Drive.
- O. RESOLVED, to approve the application by Cora Management, Inc., d/b/a Najeeb Grill Cafe, for a Type B Amusement Device License located at 4075 E. Fourteen Mile Rd., Sterling Heights, MI 48310.

Yes: All. The motion carried.

CONSIDERATION

7. Mr. Vanderpool explained the term of the current collective bargaining agreement expired on June 30, 2016. They have been negotiating and are pleased to announce a new agreement. He outlined the highlights of the new agreement, stating it is a three-year agreement through June 30, 2019. The wages are in accordance with some of the other agreements that have been recently approved, with a 1% increase this fiscal year, a 1.5% increase the following year and a 1.5% increase in the final year. There are equity adjustments to five classifications to better reflect changed duties. The four unpaid holidays and four unpaid furlough

days will be eliminated by next July. Full-time members with a Master's Degree will receive \$1,000 per year allowance paid on a bi-weekly basis, with part-time members receiving \$500 per year. Members will have the option of being paid 50% of their sick time bank in excess of seven days and new full-time members will be paid 10% less than the current wage rates, and these new hires will eventually earn the equivalent wages of the existing employees through step increases. The health insurance allowance paid to members who opt out of the City's health insurance coverage has increased from \$1,500 to \$3,000. Calculation of final average compensation for existing eligible members with pension benefit caps on the amount of vacation, sick and personal time buy-back for calculating the FAC is eliminated. The defined benefit plan has been eliminated for general employees, and the grandfathered members have reduced multipliers to achieve smaller pensions. The eligibility for retiree health care and pension benefits for age 60 and 10 years of service has been eliminated, but the age and service requirement of 75 remains in the collective bargaining agreement. Pensions and retiree health care have been eliminated for new employees. New hires will receive "PTO" (Paid Time Off) in lieu of Vacation, Personal and Sick time, which provides greater flexibility and increased productivity. The full-time/part-time ratio has been increased from 55% : 45% to 60% : 40%, while the Parks and Recreation ratio remains at 50% full-time and 50% part-time. Pension benefits, medical coverages, retiree medical coverages and longevity payments continue to be at reduced levels. Mr. Vanderpool acknowledged the willingness

of this bargaining unit to work collaboratively through these labor issues, and he thanked Mr. Bahorski and Mr. Blessed for working hard on this proposal that is before the Council tonight.

Mayor Taylor opened the discussion up to the audience.

There was no one in the audience who wished to speak on this issue.

Moved by Ziarko, seconded by Romano, **RESOLVED**, to approve the collective bargaining agreement and memorandum of understanding between the City of Sterling Heights and the Michigan Association of Public Employees (MAPE) Professional and Technical Employees for the period of July 1, 2016 to June 30, 2019 and authorize the Mayor and City Clerk to sign all documents required in conjunction with this approval on behalf of the City.

Councilwoman Ziarko stated this has been explained and everyone is working together to accomplish this and they are moving forward.

Mayor Pro-Tem Romano agreed with Councilwoman Ziarko, and stated that the wage increase for 2016-17 is 1%. He stated that generally when people receive wage increases, it is usually at a rate of 2% to 3% a year. He stated having the employees agree to the 1% is a “hats off” to them, and he appreciated what they do for the City. He added this is a way the Council can give back to them.

Yes: All. The motion carried.

8. Mayor Taylor opened the discussion to the audience.

Mr. Charles Jefferson inquired as to whether these appointees are representatives or agents of the City of Sterling Heights and why they have to take an oath of office if they are not.

Dr. Steve Naumovski stated he was reappointed to the Ethnic Committee and hopes the City will continue to appoint good people.

Moved by Romano, seconded by Taylor, RESOLVED, to nominate John Pitrone for consideration as an appointee to the Board of Ordinance Appeals Panel II (OBA II) – Alternate Member at the July 19, 2016 regular City Council meeting.

Yes: All. The motion carried.

Moved by Romano, seconded by Schmidt, RESOLVED, to nominate Michael Stickney for consideration as an appointee to the Board of Ordinance Appeals Panel I (OBA I) – Alternate Member at the July 19, 2016 regular City Council meeting.

Yes: All. The motion carried.

Mayor Taylor requested clarification on how many vacancies need to be filled on the OBA I and II.

Mr. Carufel replied to inquiry that at the last meeting, the Council filled one alternate member position on each, and since they found out they need two alternate members on each, they are now asking for the appointment of one more alternate member to each of the two panels. They will then have five regular members and two alternates on each panel.

Mayor Taylor recommended Louis Ottolini to be considered as an appointed to OBA II – Alternate Member.

Moved by Romano, seconded by Taylor, RESOLVED, to nominate Louis Ottolini for consideration as an appointee to the Board of Ordinance Appeals Panel II (OBA II) at the July 19, 2016 regular City Council meeting.

Yes: All. The motion carried.

Mayor Taylor recommended Benjamin D. McMartin to be considered as an appointee to OBA I, noting that Mr. McMartin rated this Board as his top priority. He stated he talked with Mr. McMartin, who indicated his willingness to serve on this board.

Moved by Romano, seconded by Schmidt, RESOLVED, to nominate Benjamin D. McMartin for consideration as appointee to the Board of Ordinance Appeals I (OBA I) at the July 19, 2016 regular City Council meeting.

Yes: All. The motion carried.

Mayor Taylor recommended Paul Zdzieblowski to be considered as an appointee to OBA I, noting that Mr. Zdzieblowski listed this Board as his second priority. He spoke with him earlier today and he indicated he is excited to serve on this Board.

Moved by Romano, seconded by Taylor, RESOLVED, to nominate Paul Zdzieblowski for consideration as an appointee to the Board of Ordinance Appeals I (OBA I) at the July 19, 2016 regular City Council meeting.

Yes: All. The motion carried.

COMMUNICATIONS FROM CITIZENS

Dr. Steve Naumovski – felt flags should be allowed as they are important to the ethnic community. Had successful community television program, “Getting to Know Your Neighbor”. Suggested a community television show introducing the local candidates running for office.

Ms. Linda Godfrey – stated breakdown on prices for Parks & Recreation plan and total comes to over \$60 million, not the \$45 million advertised for the proposed millage. Said the ballot language for the millage proposal does not have to go through scrutiny, and it does not include the cap of \$40 to \$45 million; Language on ballot needs to be changed to be more transparent.

Ms. Jackie Ryan – stated the 3.35 mills approved for local roads versus neighborhood streets, and the proposed Parks & Recreation proposal; City needs to be transparent and outline all costs. Concerned about City going into debt for this, when many residents have not gotten raises.

Ms. Dolores Hatton – Thanked those responsible for restoring the name “Kleino” to the road off of Utica Road. Workmanship on Marne Road in Wanda Park Subdivision is very poor quality.

Mr. Bob Moffa – questioned who are the “Citizens for Accountable Government”. He loves the parks in the area but will be voting “no” on the ballot proposal because it is too much money.

Mr. John Spica – concerned about City Council trying to silence some of the

members of the public speaking at the last meeting. Raised a concern at the last meeting about cement buckling in a street, and it has been resolved. Stated \$31 million being spent and wasted on the Freedom Hill lawsuit.

Mr. Charles Jefferson – said when additional money comes in from property sales, etc., a credit should be issued to the residents instead of spending it on something else. How many infractions were issued as a result of the fireworks. Opposed to police having to witness the fireworks being set off before they can issue violations.

Ms. Beth deBaptiste-Follis, 53741 Whitby Way, Shelby Township, Michigan 48316 – introduced herself and noted she is running for office in upcoming election so her signs will be around.

Mr. Jeffrey Norgrove – Claim that City lost \$33 million over Freedom Hill lawsuit is wrong, because the Council went to court and recovered that money through insurance. Mayor needs to tell people to sit down or have them escorted out if they are in violation of the Sterling Heights Governing Body Rules of Procedure.

Mr. Dennis White – talked about a recent article in Macomb Daily dealing with public restrooms and the LGBT community.

REPORTS FROM CITY ADMINISTRATION AND CITY COUNCIL

Mr. Vanderpool stated he can address some of the concerns and questions raised this evening. He clarified that the comment made earlier regarding the Recreating Recreation Initiative not having a cap was not accurate. He stated it is proposed

to assess each homeowner an amount not to exceed 0.97 mill for twenty years, and that is the cap. It is anticipated that would fund approximately \$45 million worth of projects outlined in the Recreating Recreation Initiative. That would include the \$1.2 million annually for operations and maintenance for the various amenities. The list the resident showed this evening that reflected \$60 million of projects is inaccurate, and he clarified that is the City's Master Plan list for various projects that have been in the plan for decades. Not all of those projects are within the \$45 million Recreating Recreation Initiative. The average cost for the typical home in Sterling Heights is \$63 annually, and if it is approved, the projects would be bid and would come back to the City Council so there are numerous checks and balances. Mr. Vanderpool addressed an earlier comment about 0.8 mil for Safe Streets and whether that is enough money. He explained that entire millage, totaling \$3.3 million each year, goes directly into neighborhood road improvements, so the \$20 million or more over the six-year term will be spent on the roads. He clarified that is only one source of road funding, and the City is spending in excess of \$100 million over a five-year period from various sources, including state and federal funding, and the Safe Street millage is just one of those sources. They have equipment out every day patching and filling potholes. He stated they do not always get it 100% right, and there was one project where they may need to come back with some remedies and he agreed with Ms. Hatton that there are some problems with it. He reported that the City issued citations on fireworks over the last three days, and although he

does not have a number, he will get that to City Council and the community. He reminded that after tonight, fireworks are not permitted in Sterling Heights until the Labor Day holiday.

Mr. Kaszubski reported he had nothing further to add.

Mayor Pro-Tem Romano stated the main entrance of his subdivision is being torn out and redone by Gallo Construction. He reported that he is extremely pleased with the great job they have been doing. He addressed the issue of fireworks, stating that he enjoyed the fireworks on the 4th of July but does not enjoy them on other nights. He added that anyone wishing to thank someone for all of these fireworks can thank Senator Tory Rocca, who co-sponsored the bill that changed Michigan's laws to allow the commercial-grade fireworks on certain days of the year.

Councilman Skrzyniarz stated there has been a lot of talk about how more road repairs are needed, and if the State of Michigan passed legislation similar to this community's Safe Street millage, the City would not have had to do it. He commended the residents of Sterling Heights for approving this. He stated that the city is run very well by Mr. Vanderpool and Mr. Baker because they believe data is very important and they make their decisions based on that data. The city has done some benchmarking so they can tell how the city is doing in comparison to cities of similar size. He stated the tax revenue per resident is \$401 and out of ten comparable cities, Sterling Heights is number ten. The City of Southfield is at the top of the list at \$846, and most other cities are double the amount of tax paid

per resident in Sterling Heights. Regarding expenditures, Sterling Heights is number ten on the list at \$1,099 per resident. Dearborn is at \$2,139 per resident, and even a city in the middle of the list, such as Troy, is \$800 more than Sterling Heights. He stated Sterling Heights is assessed \$13 per resident for Parks & Recreation expenditures, whereas in Dearborn they pay \$144 per resident. Grand Rapids is assessed \$38 and they are number nine on the list, which is over three times what the residents of Sterling Heights spends on Parks and Recreation. He reminded the ballot issue in the fall is not only about new buildings but also having funds to take care of the existing parks. The total amount of State Equalized Values (SEV's) in the City, when added together, place Sterling Heights third in the State at \$5 billion, which is even higher than Grand Rapids. He cited more data with regard to employee expenditures, government debt, water and sewer bills, and in each area, the City of Sterling Heights is also ten out of ten, with all of the other cities paying more. Councilman Skrzyniarz compared the average tax bill from 2008 to the average tax bill in 2017, and the 2017 tax bill is \$200 cheaper today than it was in 2008. The City has had to deal with the cap, as well as the state divesting itself from revenue sharing, and he said it is important that the residents know the facts and go to the website to look at the data as they take on these challenges.

Mayor Taylor reminded that the Polish Festival is this weekend at the Polish Century Club, and there will be a Pierogi-eating contest at 3:30 Saturday afternoon.

UNFINISHED BUSINESS

There was no Unfinished Business discussed.

NEW BUSINESS

There was no New Business discussed.

ADJOURN

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

Yes: All. The motion carried.

The meeting was adjourned at 10:37 p.m.

MARK CARUFEL, City Clerk

EXPENDITURES FOR THE MEETING OF
July 19, 2016

	TOTAL PREPAYMENT LISTING	INTERFUND TRANSFERS	PROPERTY TAXES TO OTHER ENTITIES	EXPENSES & EXPENDITURES
GENERAL FUND	\$692,104.25			\$692,104.25
WATER & SEWER FUND	\$2,711,350.63			\$2,711,350.63
OTHER FUNDS	\$5,149,546.59		\$1,724.26	\$5,147,822.33
TOTAL CHECKS	\$8,553,001.47	\$0.00	\$1,724.26	\$8,551,277.21

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 asphalt materials for a six-month period at unit prices bid (Estimated six-month expenditure of \$30,000)

Submitted By: Office of Purchasing

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

Administration (initial as applicable)



Attachments

<i>ML</i> City Clerk	—	Resolution	—	Minutes
<i>BB</i> Finance & Budget Director	—	Ordinance	—	Plan/Map
<i>MKN</i> City Attorney (as to legal form)	—	Contract	—	Other
City Manager				

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

Executive Summary:

- The Department of Public Works (DPW) utilizes asphalt and road maintenance materials in the filling of potholes and asphalt overlay applications on subdivision streets, parking lots, and park paths. Due to price volatility associated with petroleum-based products over the last few years, the City's bid award period for asphalt materials has been reduced to six-months, with options to extend bid pricing for three additional six-month periods, upon mutual consent of the City and the bidder. The most recent six-month bid award by City Council on July 1, 2014 has expired following the three six-month extensions.
- The bid specifications were divided into four sections: Section A for Cold Patch, Section B for Hot Patch, Section C for Emulsion Solution and Section D for Stone Aggregate. For Section A (Cold Patch), pricing was solicited for both DPW pick-up from the vendor's facility and vendor delivery to the DPW facility.
- A sole bid was received for Section A (Cold Patch) and Section B (Hot Patch). No bids were received for Section C or Section D. Recommendation is being made to award the bid for cold patch and hot patch to Cadillac Asphalt, LLC, the sole bidder meeting all specifications, for a six-month period.
- Cadillac Asphalt has supplied the DPW with Cold Patch and Hot Patch materials in the past. The DPW is satisfied with the quality of the materials supplied and the service rendered by Cadillac Asphalt. Additional background is provided in the Staff Report and in the back-up materials.
- Assuming pricing remains stable and the City and Cadillac Asphalt consent to an extension, the bid period may be extended three additional six-month periods per the bid specifications. If there is volatility in petroleum product pricing, the City will likely be forced to solicit new bids after expiration of a six-month period.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to award the bid for asphalt materials to the Cadillac Asphalt, LLC, 2575 Haggerty Road, Canton, MI 48188, at the unit prices specified below for six months from date of bid award:

Section A1 – Cold Patch – DPW to pick up	\$95.00 per ton
Section A2 – Cold Patch UPM – DPW to pick up	\$110.00 per ton
Section A1 – Cold Patch – Delivered	\$101.00 per ton
Section A2 – Cold Patch UPM – Delivered	\$115.00 per ton
Section B1 - 1100 Leveling (20AA) – DPW to pick up	\$50.00 per ton
Section B2 - 1100 Topping/Wearing (20AA) – DPW to pick up	\$50.00 per ton
Section B3 – Wearing 36A – DPW to pick up	\$56.00 per ton

with an option for the City Manager to extend the term of the bid three additional six-month periods on the same terms and conditions, upon mutual consent of the City and Cadillac Asphalt, LLC.

CITY OF STERLING HEIGHTS
STAFF REPORT
July 19, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On June 21, 2016, bids were received for asphalt materials to be used by the Department of Public Works - Streets Division. Asphalt and road maintenance materials are utilized in the filling of potholes and asphalt overlay applications on subdivision streets, parking lots, and park paths.

An Invitation to Bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper. One vendor responded with a qualifying bid.

Due to price volatility associated with petroleum-based products over the last few years, the City's bid award period for asphalt-related materials has been reduced to six-months, with options to extend bid pricing for three additional six-month periods, upon mutual consent of the City and the successful bidder.

The DPW estimates spending \$30,000 on asphalt and road maintenance materials during the first six-month period. Funds are currently budgeted in ACT 51, 23700700 (Major Road Fund) 888000 (Surface Maintenance) and 22700700 (Local Road Fund) -888000 (Surface Maintenance).

STAFF ANALYSIS AND FINDINGS:

Staff from the Department of Public Works and Office of Purchasing reviewed the bid received. Recommendation is being made to award the bid for asphalt products (cold and hot patch) to Cadillac Asphalt, LLC, as sole bidder meeting specifications.

Cadillac Asphalt is a reliable vendor and has successfully supplied asphalt materials to the City in the past.

The Office of Purchasing will not be rebidding Sections C and D as these road maintenance materials may be purchased under a current bid award for DPW supplies.

Please see the attached memorandum from the Department of Public Works for additional information.

STAFF RECOMMENDATION:

Please see the suggested action on the accompanying Agenda Statement.

Notification list:

Cadillac Asphalt, LLC

2575 Haggerty Road

Canton, MI 48188

Duane Gaedcke, Sales Representative

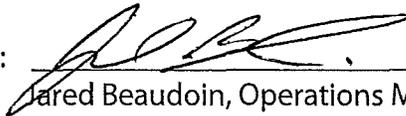
duane.gaedcke@mipmc.com



Interoffice Memorandum

Date: June 28, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Bid Recommendation - Asphalt and Road Maintenance Materials

The Department of Public Works has reviewed the bid for the purchase of asphalt and road maintenance materials. The bid was specified to provide pricing for picking up asphalt material by DPW staff and for delivery by the bidder. One qualifying bid was received for asphalt and road maintenance materials. The DPW recommends awarding to the bidder meeting all specifications:

Cadillac Asphalt
2575 Haggerty Road
Canton, MI 48188

For the unit prices bid:

Asphalt Material	Price Per Ton
SECTION A	
Picked up by the DPW	
Cold Patch	\$95.00
UPM Cold Patch	\$110.00
Delivered by the Bidder	
Cold Patch	\$101.00
UPM Cold Patch	\$115.00
SECTION B	
Picked up by the DPW	
1100 Leveling-20AA	\$50.00
1100 Topping/Wearing 20AA	\$50.00
Wearing 36A	\$56.00

Cadillac Asphalt is the incumbent supplier for this contract and the DPW staff is very pleased with the high level of service and good quality product they provide.

Due to fuel price fluctuations, this will only be a six-month contract with the option to extend bid prices for three (3) additional six-month periods upon mutual consent of the City and the bidder. The

Department of Public Works anticipates spending approximately \$30,000 for asphalt and road maintenance materials during the length of this six-month contract. Funds for the purchase of the asphalt materials are budgeted in the Local Road, Surface Maintenance account #23700700-888000 and the Major Road, Surface Maintenance account #22700700-888000.

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

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 21, 2016
 ITB-SH16-019: ASPHALT AND ROAD MAINTENANCE MATERIALS**

		<u>Cadillac Asphalt</u>		
<u>Description</u>		<u>Estimated Annual Usage</u>	<u>Unit</u>	<u>Total</u>
A	<u>CITY PICK UP</u>			
A1	Cold Patch	500 tons	\$95.00	\$47,500.00
A2	UPM Cold Patch	200 tons	110.00	22,000.00
	Total for City Pick Up:			\$69,500.00
A	<u>VENDOR - DELIVERED</u>			
A1	Cold Patch	500 tons	101.00	50,500.00
A2	UPM Cold Patch	200 tons	115.00	23,000.00
	Total for Vendor Delivered:			\$73,500.00
B	<u>CITY PICK UP</u>			
B1	1100 Leveling - 20AA	50 tons	50.00	2,500.00
B2	1100 Topping/Wearing 20AA	100 tons	50.00	5,000.00
B3	Wearing 36A	50 tons	56.00	2,800.00
	Total for City Pick Up:			\$10,300.00
C	<u>VENDOR - DELIVERED</u>			
C1	Emulsion - AE-90	22,100 gal	N/B	N/B
C2	Emulsion - APNI	22,100 gal	N/B	N/B
D	<u>VENDOR - DELIVERED</u>			
D1	Ohio 9 Clean Wash Stone Aggregate	2,000 tons	N/B	N/B

N/B - No Bid Submitted



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
facebook.com/cityofsterlingheights | twitter.com/sterling_hts

INVITATION TO BID

ITB-SH16-031

The City of Sterling Heights, Michigan is accepting sealed bids for ASPHALT AND ROAD MAINTENANCE MATERIALS until TUESDAY, JUNE 21, 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

V. SPECIFICATIONS

COLD PATCH – The City uses cold patch material year round in all weather conditions serving as a temporary fix, especially during winter weather and pothole season. Cold patch is an emulsion and rock mix, available for application all year and is heated during winter for easier application using the patch machines/ovens.

Cold patch must be available for pick up five days a week (Monday through Friday) throughout the year at the designated batch plant.

Note: Estimated Average Orders: Pick up = 10 tons

Delivered = 50 tons

<u>CITY PICK UP</u>	<u>Estimated Annual Usage</u>
(1) Cold Patch (CP-6) 94.0% 31A - Stone 6.0% Styrelf	500 Tons
(2) UPM Cold Patch (or approved equal) Permanent Pavement Repair Material	200 Tons

The City of Sterling Heights is also seeking an optional price for cold patch **DELIVERED** to the DPW facility location at 7200 18 Mile Road, Sterling Heights, 48314

<u>VENDOR DELIVERED</u>	<u>Estimated Annual Usage</u>
(1) Cold Patch (CP-6) 94.0% 31A - Stone 6.0% Styrelf	500 Tons
(2) UPM Cold Patch (or approved equal) Permanent Pavement Repair Material	200 Tons

HOT PATCH – The City uses hot patch or asphalt primarily during the summer and early fall. Hot patch is a fine mixture of rock, tar and shingles, providing a longer lasting solution than cold patch, is only available May through November dependent on the weather and doesn't create the mess like cold patch.

No. 11 governmental hot plant mixed patching material for summer patching shall conform to the Michigan Department of Transportation 1979 Standard Specifications for Bituminous Materials. Hot Patch must be available for pick up five days a week (Monday through Friday) seasonally at the designated batch plant.

Note: Estimated average order is 10 tons +

<u>CITY PICK UP</u>	<u>Estimated Annual Usage</u>
(1) 1100 Leveling – 20AA	50 Tons
(2) 1100 Topping/Wearing 20AA	100 Tons (Approx)
(3) 36A	50 Tons

EMULSION SOLUTION – This black tar-like substance can be used alone to increase the adhesion of asphalt into milled areas/edges or in combination with the Ohio 9 Stone aggregate with the DPW spray-patcher machine. Emulsion solution is stored in the DPW's emulsion tank at 130° Fahrenheit and is available from May through November. A winter blend is available and only used in very rare circumstances.

Emulsion Solution must be available for weekly delivery (Monday through Friday) throughout the year.

DELIVERED to the DPW facility location at 7200 18 Mile Road, Sterling Heights, 48314

Emulsion Solution is ordered on a weekly basis, on average 800 - 900 gallons per order. At times of high usage emulsion solution is ordered twice a week.

Summer Blend is AE-90
Winter Blend is APNI

<u>VENDOR DELIVERED</u>	<u>Estimated Annual Usage</u>
(1) AE-90	22,100 gallons
(2) APNI	22,100 gallons

OHIO 9 CLEAN WASH STONE AGGREGATE – This stone mixture is used exclusively with the DPW spray-patcher and emulsion solution. When mixed properly with the emulsion, it forms a patch that is more permanent than cold patch. The stone is clean-washed to provide better adhesion with the emulsion. The stone aggregate needs to be available the same time frames as the emulsion.

Ohio 9 must be available for monthly delivery (Monday through Friday) throughout the year.

DELIVERED to the DPW facility location at 7200 18 Mile Road, Sterling Heights, 48314

Ohio 9 Clean Wash Stone Aggregate is ordered on a monthly basis, approximately 150 tons per order.

<u>VENDOR DELIVERED</u>	<u>Estimated Annual Usage</u>
Ohio 9 Clean Wash Stone Aggregate	2,000 tons

VI. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that the following **ASPHALT AND ROAD MAINTENANCE MATERIALS** will be furnished for the prices set forth in this bid. It is understood and agreed 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 six (6) months from date of award with an option to extend bid prices for three (3) additional six-month periods upon mutual consent of the City and the bidder. 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. 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, as well as the right to split all bids to realize the greatest cost savings.

	<u>City Pick Up</u>	<u>Vendor Delivered</u>
Total from Bid Form "A"	\$ _____	\$ _____
Total from Bid Form "B"	\$ _____	
Total from Bid Form "C"		\$ _____
Total from Bid Form "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 _____

Payment Terms _____

Signature Date _____

VI. BID FORM "A"

COLD PATCH - must be available for pick up five days a week (Monday through Friday) throughout the year at the designated batch plant.

<u>Designate Hours of Operation</u>	<u>Open</u>	<u>Close</u>
Winter – December, January, February	_____	_____
Spring – March, April, May	_____	_____
Summer – June, July, August	_____	_____
Fall – September, October, November	_____	_____

Note: Estimated Average Orders: Pick up = 10 tons Delivered = 50 tons

<u>CITY PICK UP</u>	<u>Estimated Annual Usage</u>	<u>Unit Price Per Ton</u>	<u>Extended Total</u>
(1) Cold Patch (CP-6) 94.0% 31A - Stone 6.0% Styrelf	500 Tons	\$ _____	\$ _____
(2) UPM Cold Patch (or approved equal) Permanent Pavement Repair Material	200 Tons	\$ _____	\$ _____

City Pick Up: Total (1) & (2) "A" \$ _____
(Please carry total forward to page 10)

The City of Sterling Heights is also seeking an optional price for cold patch **DELIVERED** to the DPW facility location at 7200 18 Mile Road, Sterling Heights, 48314

<u>VENDOR DELIVERED</u>	<u>Estimated Annual Usage</u>	<u>Unit Price Per Ton</u>	<u>Extended Total</u>
(1) Cold Patch (CP-6) 94.0% 31A - Stone 6.0% Styrelf	500 Tons	\$ _____	\$ _____
(2) UPM Cold Patch (or approved equal) Permanent Pavement Repair Material	200 Tons	\$ _____	\$ _____

Vendor Delivered: Total (1) & (2) "A" \$ _____
(Please carry total forward to page 10)

VI. BID FORM "A" (CONT'D)

Location of Batch Plant where City can pick up material:

Address _____

City/State/Zip _____

Telephone/Fax _____

VI. BID FORM "B"

HOT PATCH - No. 11 governmental hot plant mixed patching material for summer patching shall conform to the Michigan Department of Transportation 1979 Standard Specifications for Bituminous Materials. Hot Patch must be available for pick up five days a week (Monday through Friday) seasonally at the designated batch plant.

<u>Designate Hours of Operation</u>	<u>Open</u>	<u>Close</u>
Winter – December, January, February	_____	_____
Spring – March, April, May	_____	_____
Summer – June, July, August	_____	_____
Fall – September, October, November	_____	_____

Note: Estimated average order is 10 tons +

<u>CITY PICK UP</u>	<u>Estimated Annual Usage</u>	<u>Unit Price Per Ton</u>	<u>Extended Total</u>
(1) 1100 Leveling – 20AA	50 Tons	\$ _____	\$ _____
(2) 1100 Topping/Wearing 20AA	100 Tons (Approx)	\$ _____	\$ _____
(3) 36A	50 Tons	\$ _____	\$ _____

Total (1), (2) & (3) "B" \$ _____
(Please carry total forward to page 10)

Location of Batch Plant where City can pick up material:

Address _____

City/State/Zip _____

Telephone/Fax _____

VI. BID FORM "C"

EMULSION SOLUTION - must be available for weekly delivery (Monday through Friday) throughout the year.

DELIVERED to the DPW facility location at 7200 18 Mile Road, Sterling Heights, 48314

<u>Designate Hours of Operation</u>	<u>Open</u>	<u>Close</u>
Winter – December, January, February	_____	_____
Spring – March, April, May	_____	_____
Summer – June, July, August	_____	_____
Fall – September, October, November	_____	_____

Emulsion Solution is ordered on a weekly basis, on average 800 - 900 gallons per order. At times of high usage emulsion solution is ordered twice a week.

Summer Blend is AE-90
Winter Blend is APNI

<u>VENDOR DELIVERED</u>	<u>Estimated Annual Usage</u>	<u>Unit Price Per Gallon</u>	<u>Extended Total</u>
(1) AE-90	22,100 gallons	\$_____	\$_____
(2) APNI	22,100 gallons	\$_____	\$_____
<i>Bid Total (1) & (2) "C"</i>			\$_____
(Please carry total forward to page 10)			

VI. BID FORM "D"

OHIO 9 CLEAN WASH STONE AGGREGATE - must be available for monthly delivery (Monday through Friday) throughout the year.

DELIVERED to the DPW facility location at 7200 18 Mile Road, Sterling Heights, 48314

<u>Designate Hours of Operation</u>	<u>Open</u>	<u>Close</u>
Winter – December, January, February	_____	_____
Spring – March, April, May	_____	_____
Summer – June, July, August	_____	_____
Fall – September, October, November	_____	_____

Ohio 9 Clean Wash Stone Aggregate is ordered on a monthly basis, approximately 150 tons per order.

<u>VENDOR DELIVERED</u>	<u>Estimated Annual Usage</u>	<u>Unit Price Per Ton</u>	<u>Extended Total</u>
Ohio 9 Clean Wash Stone Aggregate	2,000 tons	\$ _____	\$ _____
			\$ _____

Bid Total for Bid Form "D"
(Please carry total forward to page 10)

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

AGENDA STATEMENT

OMB AS03 Rev. 8/99

Item Title: To split an award of a bid for sign materials based on unit prices bid (Estimated annual cost of \$55,000).

Submitted By: Office of Purchasing

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

Administration (initial as applicable)



Attachment

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

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

Executive Summary:

- The Department of Public Works (DPW), through its sign shop facility, manufactures and installs a variety of signage for many applications throughout the City. Typical examples of signage produced by the sign shop include street signs, traffic control signs and vehicle identification signs.
- In connection with the manufacture of this signage, the DPW requires various materials. On June 17, 2016, bids to supply sign materials to the DPW for a two-year period were received by the Office of Purchasing.
- Three (3) bids were received. After review of the bids and consultation with the DPW, the recommendation is being made to split the award of the bid among the three bidders submitting the lowest bids by item. Because the three bidders are new vendors to the City, the bid award is for a one-year period, with an option for the City Manager to extend the bid term one additional year.
- Reference checks for each bidder were completed calls and proved favorable.
- A number of sign material items listed in the invitation to bid received no bids from any vendor. The Office of Purchasing will conduct a search for qualified vendors and, if warranted, re-bid or quote these items.

Suggested Action:

MOVED BY:

SECONDED BY:

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

1. To Garden State Highway Products, Inc., 1740 E. Oak Road, Vineland, NJ 08361, for bid items A (sign faces), C (3M™ high intensity prismatic reflective sheeting), D (pressure sensitive high intensity reflective sheeting), E (3M™ diamond grade conspicuity tape), F (3M™ electrocute transparent acrylic film), L (sheeting, electronic cutting machine #8), N (aluminum sign blanks), O (u-channel sign brackets), Y (3M™ graphic film), Z (3M™ prismatic reflective sheeting), and AA (diamond grade reflective sheeting);
2. To Lightle Enterprises of Ohio, LLC, P.O. Box 329, Frankfort, OH 45628, for bid items B (posts) and P (highway marker delineators);
3. To American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067, for bid item L (sheeting, electronic cutting machine #1-7), and M (application tape, standard tack);

and authorize the City Manager to extend the bid term for a one-year period at unit prices bid.

CITY OF STERLING HEIGHTS
STAFF REPORT
July 19, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

On June 17, 2016, bids were received for various sign materials. An invitation to bid was advertised on SHTV, posted to the MITN website, Facebook and Twitter and published in the Sentry Newspaper. Three (3) vendors responded with qualifying bids as outlined on the attached bid tabulation. One bid was submitted late and disqualified. It is estimated that the City will annually expend approximately \$55,000 for sign materials. Funding the purchase of various sign materials is budgeted and available in the following accounts:

<u>Account</u>	<u>Amount Budgeted</u>
22700700 (Major Road Fund) 898000 (Traffic Signs – Major)	\$25,000
22700700 (Major Road Fund) 898001 (Traffic Signs – County)	\$5,000
23700700 (Local Road Fund) 898000 (Traffic Signs)	\$25,000

STAFF ANALYSIS AND FINDINGS:

Personnel from the Department of Public Works and Office of Purchasing have reviewed the bids received and are recommending an award to the lowest bidder for each bid item as follows:

Garden State Highway Products, Inc., 1740 E. Oak Road, Vineland, NJ 08361

- A. Sign Faces
- C. 3m™ High Intensity Reflective Sheeting
- D. Pressure Sensitive Reflective Sheeting
- E. 3M™ Diamond Grade Reflective Sheeting
- F. 3M™ Electrocut Transparent Acrylic Film
- L. Sheeting, Electronic Cutting Machine #8
- N. Aluminum Sign Blanks
- O. U-Channel Sign Brackets
- Y. 3M™ Scotchlite Removable Graphic Film
- Z. 3M™ Prismatic Reflective Sheeting
- AA. Diamond Grade Reflective Sheeting

Lightle Enterprises of Ohio, LLC, P.O. Box 329, Frankfort, OH 45628

- B. Posts
- P. Highway Marker Delineators

American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067

- L. Sheeting, Electronic Cutting Machine #1-7

M. Application Tape, Standard Tack

All three bidders are new vendors to the City. References were checked for every vendor and all proved positive.

This bid included 266 products in 29 (A through CC) bid item categories. Because the City received no bids for sign materials included in fourteen bid item categories, the Office of Purchasing and/or the Department of Public Works will conduct, as needed, a search for qualified vendors and, if warranted, re-bid or quote these items.

STAFF RECOMMENDATION:

Please see the Suggested Action set forth on the Agenda Statement.

Notification list:

Garden State Highway Products, Inc.
1740 E. Oak Road
Vineland, NJ 08361
Sharon L. Green, President
Sharon@gardenstatehwy.com

Lightle Enterprises of Ohio, LLC
P.O. Box 329
Frankfort, OH 45621
David R. Lightle
dlightle@lightleenterprises.com

American Traffic Safety Materials, Inc.
PO Box 1449
Orange Park, FL 32067
Anna Cristodero, Regional Sales Manager
traffcatsm@gmail.com



Interoffice Memorandum

Date: June 28, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Recommendation Various Sign Materials

The Department of Public Works has reviewed the bids received for various sign materials that will be utilized in the Streets Division Sign Shop. These materials are used in the production of street identification signs, traffic signs, identification markings on all city vehicles, and banners & signs for special events such as Sterling Fest and Sterling Christmas. The DPW Staff recommends that the bids be awarded to the overall low bidders per item based on prices as follows:

Bid Item	Description	Vendor	Estimated Total Cost
A.	Sign Faces	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$17,783.02
B.	Posts	Lightle Enterprises of Ohio, LLC P.O. Box 329 Frankfort, OH 45628	\$7,570.00
C.	Reflective Sheeting, High Intensity	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$1,033.24
D.	Reflective Sheeting, High Intensity	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$3,924.97
E.	Reflective Sheeting, Conspicuity Tape	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$1,142.16

F.	3M Electrocut Transparent Acrylic File	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$5,269.44
L.	Sheeting, Electronic Cutting Machine Items #1-7	American Traffic Safety Materials. Inc. P.O. Box 1449 Orange Park, FL 32067	\$5,487.70
L.	Sheeting, Electronic Cutting Machine Item #8	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$194.42
M.	Application Tape, Standard Tack	American Traffic Safety Materials. Inc. P.O. Box 1449 Orange Park, FL 32067	\$614.32
N.	Aluminum Sign Blanks	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$9,587.90
O.	U-Channel Sign Brackets	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$3,692.00
P.	Highway Marker Delineators	Lightle Enterprises of Ohio, LLC P.O. Box 329 Frankfort, OH 45628	\$725.00
Y.	3M Graphie Film	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$15,247.15
Z.	3M Prismatic Reflective Sheeting	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$12,096.00
AA.	Diamond Grade Reflective Sheeting	Garden State Highway Products, Inc. 1740 E. Oak Road Vineland, NJ 08361	\$32,063.88

Only the items that received bids have been awarded. Reference calls for all vendors resulted in positive feedback. DPW staff has not had previous contracts with any of these vendors and recommends the award of a one-year contract with the option for a one-year extension.

The total amount budgeted for this contract is \$55,000.00 per year for this two-year contract. The actual amount spent will depend entirely on material needed for work completed. Funds have been budgeted in

the following accounts, to purchase the various sign supplies and materials:

Account	Budget Amount
Major Road Fund, Traffic Signs (Major) #22700700-898000	\$25,000
Major Road Fund, Traffic Signs (County) #22700700-898001	\$5,000
Local Road Fund, Traffic Signs #23700700-898000	\$25,000

C: Michael Moore, Director of Public Works
Ken Swartz, Street Services Supervisor

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 OVERVIEW - ALL BIDS**

	<i>American Traffic Safety Materials</i>	<i>Garden State Highway Products</i>	<i>Lightle Enterprises of Ohio</i>
BID A - Sign Faces	N/B	\$17,783.02	\$19,651.68*
BID B - Posts	N/B	7,896.20	7,570.00
BID C - Reflective Sheeting, High Intensity	N/B	1,033.24	1,117.52
BID D - Reflective Sheeting, High Intensity	N/B	3,924.97	4,285.50
BID E - Reflective Sheeting, Conspicuity Tape	N/B	1,142.16	N/B
BID F - 3M™ Electrocut Transparent Acry. Film	N/B	5,269.44	5,472.00
BID G - Crystal Tek - Adhesive Removal	N/B	N/B	N/B
BID H - Scooter Board - 4' x 8' Sheets	N/B	N/B	N/B
BID I - Acrylic Plexiglas - 4' x 8' Sheets	N/B	N/B	N/B
BID J - Knives, Gerber Fastrack	N/B	N/B	N/B
BID K - Application Fluid	N/B	N/B	N/B
BID L - Sheeting, Electronic Cutting Machine	5,487.70	194.42	N/B
BID M - Application Tape, Standard Tack	614.32	2,096.26	2,316.30
BID N - Aluminum Sign Blanks	N/B	9,587.90	10,673.40
BID O - U-Channel Sign Brackets	N/B	3,692.00	3,720.00
BID P - Highway Marker Delineators	N/B	1,184.50	725.00
BID Q - Banner Material	N/B	N/B	N/B
BID R - Magnetics - 30 Mil Magnetic	N/B	N/B	N/B
BID S - (Arlon) Premium Cast Films	N/B	N/B	N/B
BID T - (Arlon) Protective Overlaminates	N/B	N/B	N/B
BID U - (Arlon) One-Way Vision Film	N/B	N/B	N/B
BID V - (Arlon) Banner Materials	N/B	N/B	N/B
BID W - Roland SP540V Ink Cartridge	N/B	N/B	N/B
BID X - Roland SP540V Blades	N/B	N/B	N/B
BID Y - 3M™ Graphie Film	N/B	15,247.15	N/B
BID Z - 3M™ Prismatic Reflective Sheeting	N/B	12,096.00	14,080.50
BID AA - Diamond Grade Reflective Sheeting	N/B	32,063.88	34,393.00
BID BB - TAPCO Decorative Pole Package	N/B	N/B	N/B
BID CC - Shop Tools	15.00	N/B	N/B
TOTAL A - CC	\$6,117.02	\$113,211.14	\$104,004.90*

* Adjusted by Purchasing
 Late Bid Submitted (remains unopened) - MD Solutions

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION A - SCOTCHLITE PRISMATIC
 HI-INTENSITY REFLECTIVE SIGN FACES**

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

Item	Est. Qty.	Unit	Total	Unit	Total	Unit	Total
1	200	N/B	0.00	\$6.62	\$1,324.00	\$6.99	\$1,398.00
2	10	N/B	0.00	6.62	66.20	6.99	69.90
3	10	N/B	0.00	8.91	89.10	9.32	93.20
4	5	N/B	0.00	8.91	44.55	9.32	46.60
5	10	N/B	0.00	11.13	111.30	11.65	116.50
6	7	N/B	0.00	11.13	77.91	11.65	81.55
7	10	N/B	0.00	13.36	133.60	13.98	139.80
8	5	N/B	0.00	13.36	66.80	13.98	69.90
9	10	N/B	0.00	10.02	100.20	10.49	104.90
10	5	N/B	0.00	10.02	50.10	10.49	52.45
11	10	N/B	0.00	13.36	133.60	13.98	139.80
12	5	N/B	0.00	13.36	66.80	13.98	69.90
13	19	N/B	0.00	13.36	253.84	13.98	265.62*
14	10	N/B	0.00	16.70	167.00	17.48	174.80
15	8	N/B	0.00	16.70	133.60	17.48	139.84
16	10	N/B	0.00	17.81	178.10	18.64	186.40
17	10	N/B	0.00	17.81	178.10	18.64	186.40
18	5	N/B	0.00	17.81	89.05	18.64	93.20
19	10	N/B	0.00	22.26	222.60	23.30	233.00
20	5	N/B	0.00	22.26	111.30	23.30	116.50
21	5	N/B	0.00	22.26	111.30	23.30	116.50
22	10	N/B	0.00	26.72	267.20	27.96	279.60
23	5	N/B	0.00	26.72	133.60	27.96	139.80

CITY OF STERLING HEIGHTS
BID TABULATION - JUNE 14, 2016
ITB-SH16-029: VARIOUS SIGN MATERIALS
SECTION A - SCOTCHLITE PRISMATIC
HI-INTENSITY REFLECTIVE SIGN FACES

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

Item	Est. Qty.	Unit	Total	Unit	Total	Unit	Total
47	5	N/B	0.00	\$71.25	\$356.25	\$74.56	\$372.80
48	10	N/B	0.00	17.81	178.10	18.64	186.40
49	5	N/B	0.00	22.26	111.30	23.30	116.50
50	25	N/B	0.00	16.56	414.00	18.60	465.00
51	50	N/B	0.00	25.76	1,288.00	26.14	1,307.00
52	25	N/B	0.00	37.12	928.00	41.80	1,045.00
53	10	N/B	0.00	44.52	445.20	46.60	466.00
54	10	N/B	0.00	44.52	445.20	46.60	466.00
SubTotal - A			N/B	\$17,783.02		\$19,651.68*	

* Adjusted by Purchasing

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION B - POSTS - AS PER MICHIGAN DEPARTMENT OF STATE HIGHWAYS STEEL POST SPEC. S3.10**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>	
		<u><i>Safety Materials</i></u>	<i>Total</i>	<u><i>Products</i></u>	<i>Total</i>	<u><i>Ohio</i></u>	<i>Total</i>
1	100	N/B	0.00	\$34.27	\$3,427.00	\$33.00	\$3,300.00
2	100	N/B	0.00	39.98	3,998.00	38.50	3,850.00
3	10	N/B	0.00	47.12	471.20	42.00	420.00
Sub-Total "B"			N/B	\$7,896.20		\$7,570.00	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION C - 3M HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING**

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	4	N/B	0.00	\$103.33	\$413.32	\$111.75	\$447.00
2	4	N/B	0.00	154.98	619.92	167.63	670.52
Sub-Total "C"			N/B	\$1,033.24		\$1,117.52	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION D - REFLECTIVE SHEETING, HIGH INTENSITY GRADE, PRESSURE SENSITIVE**

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	2	N/B	0.00	\$413.33	\$826.66	\$447.00	\$894.00
2	15	N/B	0.00	13.67	205.05	17.50	262.50
3	2	N/B	0.00	619.98	1,239.96	670.50	1,341.00
4	2	N/B	0.00	826.65	1,653.30	894.00	1,788.00
Sub-Total "D"			N/B	\$3,924.97		\$4,285.50	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION E - 3M DIAMOND GRADE-DG3 REFLECTIVE SHEETING CONSPICUITY TAPE**

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	2	N/B	0.00	\$285.54	\$571.08	N/B	0.00
2	2	N/B	0.00	285.54	571.08	N/B	0.00
Sub-Total "E"			N/B	\$1,142.16		N/B	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH14-029: VARIOUS SIGN MATERIALS
 SECTION F - 3M ELECROCUT TRANSPARENT ACRYLIC FILM
 WITH PRESSURE SENSITIVE ADHESIVE**

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	8	N/B	0.00	\$329.34	\$2,634.72	\$342.00	\$2,736.00
2	8	N/B	0.00	329.34	2,634.72	342.00	2,736.00
Sub-Total "F"			N/B		\$5,269.44		\$5,472.00

**CITY OF STERLING HEIGHTS
BID TABULATION - JUNE 14, 2016
ITB-SH16-029: VARIOUS SIGN MATERIALS
SECTIONS G, H, I, J, K**

SECTION G - Crystal Tek - Adhesive Removal

SECTION H - Scooter Board 4' x 8' Sheets

SECTION I - Acrylic Plexiglass 4' x 8' Sheets

SECTION J - Knives, Gerber Fastrack

SECTION K - Application Fluid - gallon

NO BIDS RECEIVED FOR SECTIONS: G, H, I, J, and K

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION L- SHEETING FOR ELECTRONIC CUTTING MACHINES**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>	
		<u><i>Safety Materials</i></u>		<u><i>Products</i></u>		<u><i>Ohio</i></u>	
		<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1. A	5	\$285.00	\$1,425.00	N/B	\$0.00	N/B	\$0.00
2. A	10	150.00	1,500.00	N/B	0.00	N/B	0.00
3. A	5	78.00	390.00	N/B	0.00	N/B	0.00
4. A	2	186.90	373.80	N/B	0.00	N/B	0.00
5. A	2	240.00	480.00	N/B	0.00	N/B	0.00
6. A	2	321.45	642.90	N/B	0.00	N/B	0.00
7. A	2	338.00	676.00	N/B	0.00	N/B	0.00
8. A.	2	N/B	0.00	21.08	42.16	N/B	0.00
B.	2	N/B	0.00	24.54	49.08	N/B	0.00
C.	2	N/B	0.00	35.97	71.94	N/B	0.00
D.	2	N/B	0.00	N/B	0.00	N/B	0.00
E.	2	N/B	0.00	15.62	31.24	N/B	0.00
Sub-Total "L"			\$5,487.70		\$194.42		N/B

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION M - APPLICATION TAPE - STANDARD TACK ALSO TRANSPARENT CLEAR**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic</i></u>		<u><i>Garden State</i></u>		<u><i>Lightle Enterprises</i></u>	
		<u><i>Safety Materials</i></u>	<u><i>Total</i></u>	<u><i>Highway Products</i></u>	<u><i>Total</i></u>	<u><i>of Ohio</i></u>	<u><i>Total</i></u>
1	4	\$13.96	\$55.84	\$47.64	\$190.56	\$63.75	\$255.00
2	4	20.16	80.64	68.82	275.28	85.00	340.00
3	4	32.66	130.64	111.17	444.68	127.50	510.00
4	2	43.40	86.80	148.22	296.44	159.40	318.80
5	2	55.80	111.60	190.56	381.12	191.25	382.50
6	2	74.40	148.80	254.09	508.18	255.00	510.00
Sub-Total "M"			\$614.32		\$2,096.26		\$2,316.30

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION N - ALUMINUM SIGN BLANKS WITH ROUNDED CORNERS AND .080 THICKNESS**

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<u><i>American Traffic Safety</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>	
			<u><i>Materials</i></u>	<i>Total</i>	<u><i>Products</i></u>	<i>Total</i>	<u><i>Ohio</i></u>	<i>Total</i>
1	300	N/B	\$0.00	\$2.43	\$729.00	\$2.49	\$747.00	
2	100	N/B	0.00	3.53	353.00	3.74	374.00	
3	50	N/B	0.00	4.88	244.00	5.60	280.00	
4	25	N/B	0.00	6.51	162.75	7.47	186.75	
5	5	N/B	0.00	26.07	130.35	29.88	149.40	
6	100	N/B	0.00	3.04	304.00	3.11	311.00	
7	10	N/B	0.00	3.64	36.40	3.74	37.40	
8	10	N/B	0.00	5.31	53.10	5.60	56.00	
9	5	N/B	0.00	17.36	86.80	19.92	99.60	
10	75	N/B	0.00	8.68	651.00	9.96	747.00	
11	75	N/B	0.00	10.85	813.75	12.45	933.75	
12	20	N/B	0.00	8.14	162.80	9.34	186.80	
13	50	N/B	0.00	3.24	162.00	3.74	187.00	
14	30	N/B	0.00	4.34	130.20	4.98	149.40	
15	30	N/B	0.00	5.43	162.90	6.23	186.90	
16	30	N/B	0.00	6.51	195.30	7.47	224.10	
17	10	N/B	0.00	8.68	86.80	9.96	99.60	
18	20	N/B	0.00	26.04	520.80	29.88	597.60	
19	30	N/B	0.00	13.56	406.80	15.56	466.80	
20	10	N/B	0.00	16.27	162.70	18.68	186.80	
21	10	N/B	0.00	18.98	189.80	21.79	217.90	
22	10	N/B	0.00	8.29	82.90	9.90	99.00	
23	10	N/B	0.00	12.84	128.40	15.20	152.00	
24	10	N/B	0.00	8.14	81.40	9.34	93.40	
25	20	N/B	0.00	34.72	694.40	39.84	796.80	
26	20	N/B	0.00	16.27	325.40	18.68	373.60	
27	50	N/B	0.00	3.96	198.00	1.70	85.00	
28	50	N/B	0.00	4.41	220.50	4.67	233.50	
29	50	N/B	0.00	2.45	122.50	2.49	124.50	
30	45	N/B	0.00	19.53	878.85	22.41	1,008.45	
31	35	N/B	0.00	12.41	434.35	14.94	522.90	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION N - ALUMINUM SIGN BLANKS WITH ROUNDED CORNERS AND .080 THICKNESS**

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<u><i>American Traffic Safety</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>	
			<u><i>Materials</i></u>		<u><i>Products</i></u>		<u><i>Ohio</i></u>	
			<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	
32	5	N/B	\$0.00	\$10.85	\$54.25	\$12.45	\$62.25	
33	5	N/B	0.00	15.19	75.95	17.43	87.15	
34	5	N/B	0.00	21.70	108.50	24.90	124.50	
35	5	N/B	0.00	43.40	217.00	49.80	249.00	
36	5	N/B	0.00	9.54	47.70	9.96	49.80	
37	5	N/B	0.00	21.69	108.45	22.41	112.05	
38	5	N/B	0.00	13.02	65.10	14.94	74.70	
Sub-Total "N"			N/B	\$9,587.90		\$10,673.40		

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION O - U-CHANNEL SIGN BRACKETS**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic Safety</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>		
		<u><i>Materials</i></u>	<u><i>Unit</i></u>	<u><i>Total</i></u>	<u><i>Products</i></u>	<u><i>Unit</i></u>	<u><i>Total</i></u>	<u><i>Ohio</i></u>
1	200	N/B	\$0.00	\$3.19	\$638.00	\$3.10	\$620.00	
2	200	N/B	0.00	3.02	604.00	3.10	620.00	
3	200	N/B	0.00	3.02	604.00	3.10	620.00	
4	200	N/B	0.00	3.02	604.00	3.10	620.00	
5	200	N/B	0.00	3.02	604.00	3.10	620.00	
6	200	N/B	0.00	3.19	638.00	3.10	620.00	
Sub-Total "O"			N/B		\$3,692.00		\$3,720.00	

#Product Substitution

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION P - HIGHWAY MARKER DELINEATORS**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic Safety</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>	
		<u><i>Materials</i></u>	<i>Total</i>	<u><i>Products</i></u>	<i>Total</i>	<u><i>Ohio</i></u>	<i>Total</i>
1	50	N/B	\$0.00	\$23.69	\$1,184.50	\$14.50	\$725.00
Sub-Total "P"			N/B		\$1,184.50		\$725.00

#Product Substitution

**CITY OF STERLING HEIGHTS
BID TABULATION - JUNE 14, 2016
ITB-SH16-029: VARIOUS SIGN MATERIALS
SECTIONS Q, R, S, T, U, V, W, X**

Section Q - Banner Material

Section R - Magnetics - 30 mil magnetic

Section S - (Arlon) Premium Cast Films for digital printing -

Section T - (Arlon) Protective overlaminates

Section U - (Arlon) One-Way Vision Film

Section V - (Arlon) Banner Materials for Digital Printing on Roland Spreader

Section W - Roland SP540V Eco SOL Max Ink Cartridge

Section X - Roland SP540V Blades

NO BIDS RECEIVED FOR SECTIONS Q, R, S, T, U, V, W, & X

CITY OF STERLING HEIGHTS
BID TABULATION - JUNE 14, 2016
ITB-SH16-029: VARIOUS SIGN MATERIALS
SECTION Y - 3M™ SCOTCHLITE™ 680 CR SERIES REMOVABLE REFLECTIVE GRAPHIC FILM

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	2	N/B	\$0.00	\$1,185.53	\$2,371.06	N/B	\$0.00
2	2	N/B	0.00	1,185.53	2,371.06	N/B	0.00
3	1	N/B	0.00	1,103.16	1,103.16	N/B	0.00
4	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
5	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
6	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
7	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
8	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
9	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
10	1	N/B	0.00	1,185.53	1,185.53	N/B	0.00
11	1	N/B	0.00	1,103.16	1,103.16	N/B	0.00
Sub-Total "Y"			N/B	\$15,247.15		N/B	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION Z - 3M™ HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING SERIES 3930**

American Traffic Safety Garden State Highway Lightle Enterprises of
Materials Products Ohio

<i>Item</i>	<i>Est. Qty.</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	1	N/B	\$0.00	\$768.00	\$768.00	\$894.00	\$894.00
2	1	N/B	0.00	576.00	576.00	670.50	670.50
3	1	N/B	0.00	384.00	384.00	447.00	447.00
4	1	N/B	0.00	768.00	768.00	894.00	894.00
5	1	N/B	0.00	576.00	576.00	670.50	670.50
6	1	N/B	0.00	384.00	384.00	447.00	447.00
7	1	N/B	0.00	768.00	768.00	894.00	894.00
8	1	N/B	0.00	576.00	576.00	670.50	670.50
9	1	N/B	0.00	384.00	384.00	447.00	447.00
10	1	N/B	0.00	768.00	768.00	894.00	894.00
11	1	N/B	0.00	576.00	576.00	670.50	670.50
12	1	N/B	0.00	384.00	384.00	447.00	447.00
13	1	N/B	0.00	768.00	768.00	894.00	894.00
14	1	N/B	0.00	576.00	576.00	670.50	670.50
15	1	N/B	0.00	384.00	384.00	447.00	447.00
16	1	N/B	0.00	768.00	768.00	894.00	894.00
17	1	N/B	0.00	576.00	576.00	670.50	670.50
18	1	N/B	0.00	384.00	384.00	447.00	447.00
19	1	N/B	0.00	768.00	768.00	894.00	894.00
20	1	N/B	0.00	576.00	576.00	670.50	670.50
21	1	N/B	0.00	384.00	384.00	447.00	447.00
Sub-Total "Z"			N/B	\$12,096.00		\$14,080.50	

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION AA - DIAMOND GRADE - DG3 REFLECTIVE SHEETING SERIES 4000**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic Safety Materials</i></u>		<u><i>Garden State Highway Products</i></u>		<u><i>Lightle Enterprises of Ohio</i></u>	
		<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	1	N/B	\$0.00	\$2,375.10	\$2,375.10	\$2,617.00	\$2,617.00
2	1	N/B	0.00	1,781.33	1,781.33	1,963.00	1,963.00
3	1	N/B	0.00	1,187.55	1,187.55	1,308.00	1,308.00
4	1	N/B	0.00	2,375.10	2,375.10	2,534.00	2,534.00
5	1	N/B	0.00	1,781.33	1,781.33	1,900.00	1,900.00
6	1	N/B	0.00	1,187.55	1,187.55	1,267.00	1,267.00
7	1	N/B	0.00	2,375.10	2,375.10	2,534.00	2,534.00
8	1	N/B	0.00	1,781.33	1,781.33	1,900.00	1,900.00
9	1	N/B	0.00	1,187.55	1,187.55	1,267.00	1,267.00
10	1	N/B	0.00	2,375.10	2,375.10	2,534.00	2,534.00
11	1	N/B	0.00	1,781.33	1,781.33	1,900.00	1,900.00
12	1	N/B	0.00	1,187.55	1,187.55	1,267.00	1,267.00
13	1	N/B	0.00	2,375.10	2,375.10	2,534.00	2,534.00
14	1	N/B	0.00	1,781.33	1,781.33	1,900.00	1,900.00
15	1	N/B	0.00	1,187.55	1,187.55	1,267.00	1,267.00
16	1	N/B	0.00	2,375.10	2,375.10	2,534.00	2,534.00
17	1	N/B	0.00	1,781.33	1,781.33	1,900.00	1,900.00
18	1	N/B	0.00	1,187.55	1,187.55	1,267.00	1,267.00
Sub-Total "AA"			N/B	\$32,063.88		\$34,393.00	

**CITY OF STERLING HEIGHTS
BID TABULATION - JUNE 14, 2016
ITB-SH16-029: VARIOUS SIGN MATERIALS
SECTION BB - TAPCO DECORATIVE POLE PACKAGE**

NO BIDS RECEIVED FOR SECTIONS: BB

**CITY OF STERLING HEIGHTS
 BID TABULATION - JUNE 14, 2016
 ITB-SH16-029: VARIOUS SIGN MATERIALS
 SECTION CC - SHOP TOOLS**

<i>Item</i>	<i>Est. Qty.</i>	<u><i>American Traffic Safety</i></u>		<u><i>Garden State Highway</i></u>		<u><i>Lightle Enterprises of</i></u>	
		<u><i>Materials</i></u>		<u><i>Products</i></u>		<u><i>Ohio</i></u>	
		<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
1	4	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
2	25	0.60	15.00	N/B	0.00	N/B	0.00
3	2	N/B	0.00	N/B	0.00	N/B	0.00
4	2	N/B	0.00	N/B	0.00	N/B	0.00
5	6	N/B	0.00	N/B	0.00	N/B	0.00
6	5	N/B	0.00	N/B	0.00	N/B	0.00
Sub-Total "CC"			\$15.00	N/B		N/B	



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

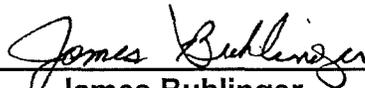
City Council	
Mayor	Michael C. Taylor
Mayor Pro Tem	Joseph V. Romano
Councilwoman	Deanna Koski
Councilwoman	Maria G. Schmidt
Councilman	Nate Shannon
Councilman	Doug Skrzyniarz
Councilwoman	Barbara A. Ziarko
City Manager	Mark D. Vanderpool

TEL 586.446.CITY (2489) FAX 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
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INVITATION TO BID

ITB-SH16-029

The City of Sterling Heights, Michigan is accepting sealed bids for **VARIOUS SIGN MATERIALS** until **TUESDAY, JUNE 14, 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

V. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that **VARIOUS SIGN MATERIALS** will be furnished 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 the date of the 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.

Yearly Total (Sections A - CC): \$ _____

Delivery time after receipt of PO: _____

Warranty: _____

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 _____

V. BID FORM (CONT'D)

A. Scotchlite Prismatic Hi-intensity reflective sign mounted on aluminum with rounded corners - .080 thickness. NOTE: All sign faces listed in "A" must be printed with #700 or #880 Series 3M™ ink (no substitutions)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	12" x 18" Regulatory	200	\$_____	\$_____
2.	12" x 18" Warning	10	\$_____	\$_____
3.	12" x 24" Regulatory	10	\$_____	\$_____
4.	12" x 24" Warning	5	\$_____	\$_____
5.	12" x 30" Regulatory	10	\$_____	\$_____
6.	12" x 30" Warning	7	\$_____	\$_____
7.	12" x 36" Regulatory	10	\$_____	\$_____
8.	12" x 36" Warning	5	\$_____	\$_____
9.	18" x 18" Regulatory	10	\$_____	\$_____
10.	18" x 18" Warning	5	\$_____	\$_____
11.	18" x 24" Regulatory	10	\$_____	\$_____
12.	18" x 24" Warning	5	\$_____	\$_____
13.	18" x 24" Chevron alignment mounted	19	\$_____	\$_____
14.	18" x 30" Regulatory	10	\$_____	\$_____
15.	18" x 30" Warning	8	\$_____	\$_____
16.	24" x 24" Regulatory	10	\$_____	\$_____
17.	24" x 24" Warning	10	\$_____	\$_____
18.	24" x 24" with black border	5	\$_____	\$_____
19.	24" x 30 Regulatory	10	\$_____	\$_____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
20.	24" x 30" Warning	5	\$ _____	\$ _____
21.	24" x 30" with black border	5	\$ _____	\$ _____
22.	24" x 36" Regulatory	10	\$ _____	\$ _____
23.	24" x 36" Warning	5	\$ _____	\$ _____
24.	24" x 36" Regulatory center lane only mounted	5	\$ _____	\$ _____
25.	24" x 42" Regulatory	10	\$ _____	\$ _____
26.	24" x 42" Warning	5	\$ _____	\$ _____
27.	24" x 24 Regulatory center lane only	10	\$ _____	\$ _____
28.	24" x 48" Regulatory	10	\$ _____	\$ _____
29.	24" x 48" Warning	5	\$ _____	\$ _____
30.	24" x 48" Warning bi-directional arrow mounted	5	\$ _____	\$ _____
31.	24" x 48" Warning target arrow mounted	5	\$ _____	\$ _____
32.	30" Regulatory yield sign	50	\$ _____	\$ _____
33.	30" x 30" Regulatory	10	\$ _____	\$ _____
34.	30" x 30" Warning	5	\$ _____	\$ _____
35.	30" x 30" Warning with black border	5	\$ _____	\$ _____
36.	30" x 36" Regulatory	10	\$ _____	\$ _____
37.	30" x 36" Warning	4	\$ _____	\$ _____
38.	36" Regulatory yield sign	30	\$ _____	\$ _____
39.	36" x 36" Regulatory	10	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
40.	36" x 36" Warning	5	\$ _____	\$ _____
41.	36" x 36" Warning with black border	3	\$ _____	\$ _____
42.	36" x 36" Warning School sign fluorescent yellow green	50	\$ _____	\$ _____
43.	36" x 48" Regulatory	10	\$ _____	\$ _____
44.	36" x 48" Warning	5	\$ _____	\$ _____
45.	48" Regulatory yield sign	25	\$ _____	\$ _____
46.	48" x 48" Regulatory	10	\$ _____	\$ _____
47.	48" x 48" Warning	5	\$ _____	\$ _____
48.	48" x 12" Regulatory	10	\$ _____	\$ _____
49.	60" x 12" Regulatory	5	\$ _____	\$ _____
50.	24" x 24" Stop sign	25	\$ _____	\$ _____
51.	30" x 30" Stop sign	50	\$ _____	\$ _____
52.	36" x 36" Stop sign	25	\$ _____	\$ _____
53.	30" X 48" Regulatory	10	\$ _____	\$ _____
54.	30" X 48" Warning	10	\$ _____	\$ _____
"A" Sub-Total:				\$ _____

V. BID FORM (CONT'D)

B. Posts – as per Michigan Department of State Highways Steel Post Spec. S3.10

**Post Description: Galvanized steel U-channel post
 Post shall be perforated 3/8" holes 1" on center
 Maximum width for 2 lbs. per foot 3 1/4"
 Maximum width for 3 lbs. per foot 3 3/4"
 Tapered end 2"-3" point
 First 3/8" hole 1" on center from top of post**

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	12' 3 lbs. per foot	100	\$ _____	\$ _____
2.	14' 3 lbs. per foot	100	\$ _____	\$ _____
3.	15' 3 lbs. per foot	10	\$ _____	\$ _____
"B" Sub-Total:				\$ _____

C. 3M High Intensity Prismatic Reflective Sheeting Series 3930

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	6" x 50 yards	4 rolls	\$ _____	\$ _____
2.	9" x 50 yards	4 rolls	\$ _____	\$ _____
"C" Sub-Total:				\$ _____

**D. Reflective sheeting, high intensity grade, pressure sensitive
 Yellow – Orange – Red – Blue – Green – Brown – White**

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	24" x 50 yards	2 rolls	\$ _____	\$ _____
2.	3/4" x 50 yards	15 rolls	\$ _____	\$ _____

V. BID FORM (CONT'D)

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
3.	36" x 50 yards	2 rolls	\$ _____	\$ _____
4.	48" x 50 yards	2 rolls	\$ _____	\$ _____
			"D" Sub-Total:	\$ _____

E. 3M Diamond Grade – DG3 Reflective Sheeting Conspicuity Tape

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	6" x 50 yd Fluorescent yellow # 983-23 ES	2 rolls	\$ _____	\$ _____
2.	6" x 50 yd Red Truck #983-72	2 rolls	\$ _____	\$ _____
			"E" Sub-Total:	\$ _____

F. 3M Electrocut film transparent acrylic film with pressure sensitive adhesive for application over reflective sheeting

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	24" x 50 yd 1177C green non punched	8 rolls	\$ _____	\$ _____
2.	24" x 50 yd 1170 clear non punched	8 rolls	\$ _____	\$ _____
			"F" Sub-Total:	\$ _____

G. Crystal Tek – Adhesive Removal

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Vinyl – off 1 gallon	1	\$ _____	\$ _____

V. BID FORM (CONT'D)

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
2.	Adhesive – Off 1 gallon	1	\$ _____	\$ _____
			"G" Sub Total:	\$ _____

H. Scooter Board 4' x 8' Sheets

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	¼" Thickness	3	\$ _____	\$ _____
2.	½" Thickness	3	\$ _____	\$ _____
			"H" Sub-Total:	\$ _____

I. Acrylic Plexiglas 4' x 8' sheets

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1/8" Clear	2	\$ _____	\$ _____
2.	1/8" Color	2	\$ _____	\$ _____
3.	1/4" Clear	2	\$ _____	\$ _____
4.	1/4" Color	2	\$ _____	\$ _____
			"I" Sub-Total:	\$ _____

J. Replacement cutting knives for Gerber Fastrack 650 plotter

	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	45° SC4100145	4	\$ _____	\$ _____
2.	30° SC4100130	4	\$ _____	\$ _____
			"J" Sub-Total:	\$ _____

V. BID FORM (CONT'D)

K. Application fluid – gallon

<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Price per gallon	1 gallon	\$ _____	\$ _____
"K" Sub-Total:			\$ _____

L. Sheeting for electronic cutting machines

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	24" Reflective (Premium Grade)			
	A. 50 yards	5 rolls	\$ _____	\$ _____
"L"(1) Sub-Total:				\$ _____
2.	24" Non-Reflective (Premium Grade) 2 Mil Cast High Performance Vinyl			
	A. 50 yards	10 rolls	\$ _____	\$ _____
"L"(2) Sub-Total:				\$ _____
3.	24" Intermediate/Calendered			
	A. 50 yards	5 rolls	\$ _____	\$ _____
"L"(3) Sub-Total:				\$ _____
4.	24" Metallic			
	A. 50 yards	2 rolls	\$ _____	\$ _____
"L"(4) Sub-Total:				\$ _____
5.	24" Fluorescent			
	A. 50 yards	2 rolls	\$ _____	\$ _____
"L"(5) Sub-Total:				\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
6.	Special Effects Textured			
	A. 50 yards	2 rolls	\$ _____	\$ _____
			"L"(6) Sub-Total:	\$ _____
7.	Holographic Metallized Polyester 24"			
	A. 50 yards	2 rolls	\$ _____	\$ _____
			"L"(7) Sub-Total:	\$ _____
8.	3M™ 180-C-12 Black Premasked			
	a. ¾" x 50 yards	2 rolls	\$ _____	\$ _____
	b. 1" x 50 yards	2 rolls	\$ _____	\$ _____
	c. 1¼" x 50 yards	2 rolls	\$ _____	\$ _____
	d. ⅛" x 50 yards	2 rolls	\$ _____	\$ _____
	e. ½" x 50 yards	2 rolls	\$ _____	\$ _____
			"L"(8) Sub-Total:	\$ _____
			"L" Sub-Total:	\$ _____

M. Application tape – standard tack also transparent clear

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	4½" x 100 yards	4 rolls	\$ _____	\$ _____
2.	6½" x 100 yards	4 rolls	\$ _____	\$ _____
3.	10½" x 100 yards	4 rolls	\$ _____	\$ _____
4.	14" x 100 yards	2 rolls	\$ _____	\$ _____
5.	18" x 100 yards	2 rolls	\$ _____	\$ _____
6.	24" x 100 yards	2 rolls	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
			"M" Sub-Total:	\$ _____

N. Aluminum sign blanks with rounded corners and .080 thickness

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	6" x 24" blanks	300	\$ _____	\$ _____
2.	9" x 24" blanks	100	\$ _____	\$ _____
3.	18" x 18" blanks	50	\$ _____	\$ _____
4.	18" x 24" blanks	25	\$ _____	\$ _____
5.	18" x 96" blanks	5	\$ _____	\$ _____
6.	6" x 30" blanks	100	\$ _____	\$ _____
7.	6" x 36" blanks	10	\$ _____	\$ _____
8.	9" x 36" blanks	10	\$ _____	\$ _____
9.	24" x 48" blanks	5	\$ _____	\$ _____
10.	24" x 24" blanks	75	\$ _____	\$ _____
11.	24" x 30" blanks	75	\$ _____	\$ _____
12.	18" x 30" blanks	20	\$ _____	\$ _____
13.	12" x 18" blanks	50	\$ _____	\$ _____
14.	12" x 24" blanks	30	\$ _____	\$ _____
15.	12" x 30" blanks	30	\$ _____	\$ _____
16.	12" x 36" blanks	30	\$ _____	\$ _____
17.	12" x 48" blanks	10	\$ _____	\$ _____
18.	36" x 48" blanks	20	\$ _____	\$ _____
19.	30" x 30" blanks	30	\$ _____	\$ _____
20.	30" x 36" blanks	10	\$ _____	\$ _____
21.	30" x 42" blanks	10	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
22.	24" x 24" stop blanks	10	\$ _____	\$ _____
23.	30" x 30" stop blanks	10	\$ _____	\$ _____
24.	18" x 30" blanks	10	\$ _____	\$ _____
25.	48" x 48" blanks	20	\$ _____	\$ _____
26.	18" x 60" blanks	20	\$ _____	\$ _____
27.	9" x 9" blanks	50	\$ _____	\$ _____
28.	9" x 30" blanks	50	\$ _____	\$ _____
29.	12" x 12" blanks	50	\$ _____	\$ _____
30.	36" x 36" blanks	45	\$ _____	\$ _____
31.	24" x 34" blanks	35	\$ _____	\$ _____
32.	12" x 60" blanks	5	\$ _____	\$ _____
33.	24" x 42" blanks	5	\$ _____	\$ _____
34.	30" x 48" blanks	5	\$ _____	\$ _____
35.	48" x 60" blanks	5	\$ _____	\$ _____
36.	24" round	5	\$ _____	\$ _____
37.	36 " round	5	\$ _____	\$ _____
38.	24" x 36" blanks	5	\$ _____	\$ _____
"N" Sub-Total:				\$ _____

O. U-channel sign brackets

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Top piece 99-OF Supr-Loc Pruf Cross-piece	200	\$ _____	\$ _____
2.	Bottom piece 91-U-F Supr-Loc Pruf	200	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
3.	Bottom piece NU 180	200	\$ _____	\$ _____
4.	Bottom piece 91UX-UN 180	200	\$ _____	\$ _____
5.	Bottom piece 91UX-OL 90	200	\$ _____	\$ _____
6.	Top piece 99X cross	200	\$ _____	\$ _____
			"O" Sub-Total:	\$ _____

P. Highway Marker Delineators

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Carsonite Roadmaker CRM-375 (or approved equal) with reflective tape 66" tall strip 3" x 12"	50	\$ _____	\$ _____
			"P" Sub-Total:	\$ _____

Q. Banner Material

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	30" x 100' - 8 oz economy	2 rolls	\$ _____	\$ _____
2.	54" x 100' - 8 oz economy	2 rolls	\$ _____	\$ _____
3.	30" x 100' - 10 oz Sturdy	2 rolls	\$ _____	\$ _____
4.	54" x 100' - 10 oz Sturdy	2 rolls	\$ _____	\$ _____
5.	30" x 100' - 10 oz. fluorescent	2 rolls	\$ _____	\$ _____
6.	54" x 100' - 10 oz. fluorescent	2 rolls	\$ _____	\$ _____
7.	30" x 100' - 10 oz Enamel coated	2 rolls	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
8.	54" x 100' - 10 oz Enamel coated	2 rolls	\$ _____	\$ _____
9.	30" x 100' - 13 oz. super	2 rolls	\$ _____	\$ _____
10.	54" x 100' - 13 oz. super	2 rolls	\$ _____	\$ _____
11.	30" x 100' - Enamel coated	2 rolls	\$ _____	\$ _____
12.	54" x 100' - Enamel coated	2 rolls	\$ _____	\$ _____
13.	30" x 100' - 14 oz gloss	2 rolls	\$ _____	\$ _____
14.	54" x 100' - 14 oz gloss	2 rolls	\$ _____	\$ _____
15.	30" x 100' - 15 oz double - sided	2 rolls	\$ _____	\$ _____
16.	54" x 100' - 15 oz double - sided	2 rolls	\$ _____	\$ _____
17.	30" x 100' - 18 oz double - sided heavy	2 rolls	\$ _____	\$ _____
18.	54" x 100' - 18 oz double - sided heavy	2 rolls	\$ _____	\$ _____
19.	30" x 100' - 12 oz double sided smooth, white	2 rolls	\$ _____	\$ _____
20.	54" x 100' - 12 oz double sided smooth, white	2 rolls	\$ _____	\$ _____
21.	30" x 100' - 12 oz double sided smooth, colors	2 rolls	\$ _____	\$ _____
22.	54" x 100' - 12 oz double sided smooth, colors	2 rolls	\$ _____	\$ _____
23.	30" x 100' - Polyethylene 8 & 10 mil. (white)	2 rolls	\$ _____	\$ _____
24.	54" x 100' - Polyethylene 8 & 10 mil. (white)	2 rolls	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
25.	30" x 100' – Polyethylene 8 mil. (colors)	2 rolls	\$ _____	\$ _____
26.	54" x 100' - Polyethylene 8 mil. (colors)	2 rolls	\$ _____	\$ _____
27.	30" x 100' – Nylon	2 rolls	\$ _____	\$ _____
28.	54" x 100' - Nylon	2 rolls	\$ _____	\$ _____
29.	30" x 100' – Tyvek	2 rolls	\$ _____	\$ _____
30.	54" x 100' - Tyvek	2 rolls	\$ _____	\$ _____
"Q" Sub-Total:				\$ _____

R. Magnetics – 30 mil magnetic

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	24" x 12" sheet, white	10	\$ _____	\$ _____
2.	24" x 18" sheet, white	10	\$ _____	\$ _____
3.	12" x 18" sheet, white	10	\$ _____	\$ _____
"R" Sub-Total:				\$ _____

S. (Arlon) Premium cast films for digital printing

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	DPF 6000 premium cast film 2 ml cast vinyl			
a.	30" x 150'	3 rolls	\$ _____	\$ _____
b.	48" x 150'	5 rolls	\$ _____	\$ _____
c.	54" x 150'	3 rolls	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
			"S"(1) Sub-Total:	\$ _____
2.	DPF 6000 clear – premium cast clear film 2 ml			
a.	30" x 150'	5 rolls	\$ _____	\$ _____
b.	54" x 150'	5 rolls	\$ _____	\$ _____
			"S"(2) Sub-Total:	\$ _____
3.	DPF 6500 clear - premium cast translucent film 2 ml			
a.	30" x 60'	2 rolls	\$ _____	\$ _____
b.	54" x 60'	2 rolls	\$ _____	\$ _____
c.	30" x 150'	2 rolls	\$ _____	\$ _____
d.	54" x 150'	2 rolls	\$ _____	\$ _____
			"S"(3) Sub-Total:	\$ _____
			"S" Sub-Total:	\$ _____

T. (Arlon) Protective overlaminates

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Series 3220 – Premium gloss cast over laminate			
a.	30" x 150'	3 rolls	\$ _____	\$ _____
b.	48" x 150'	3 rolls	\$ _____	\$ _____
c.	54" x 150'	3 rolls	\$ _____	\$ _____
			"T"(1) Sub-Total:	\$ _____
2.	Series 3230 – Premium matte cast over laminate			
a.	30" x 150'	1 roll	\$ _____	\$ _____
b.	48" x 150'	1 roll	\$ _____	\$ _____
c.	54" x 150'	1 roll	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
				"T"(2) Sub-Total: \$ _____
				"T" Sub-Total: \$ _____

U. (Arlon) One-way vision film

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	DPF 40WF – one-way view graphics window film perforation size .06"			
a.	36" x 25'	1 roll	\$ _____	\$ _____
b.	54" x 25'	1 roll	\$ _____	\$ _____
c.	36" x 100'	1 roll	\$ _____	\$ _____
d.	54" x 100'	1 roll	\$ _____	\$ _____
				"U"(1) Sub-Total: \$ _____
2.	DPF 41WF – one-way view graphics window film perforation size .08"			
	54" x 100'	1 roll	\$ _____	\$ _____
				"U"(2) Sub-Total: \$ _____
				"U" Sub-Total: \$ _____

V. (Arlon) Banner materials for digital printing on Rolland SPREADER - 540V

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	DPF 300 – 13 oz. promotional blackout banner			
a.	30" x 75'	1 roll	\$ _____	\$ _____
b.	54" x 75'	1 roll	\$ _____	\$ _____
				"V"(1) Sub-Total: \$ _____

V. BID FORM (CONT'D)

V. (Arlon) Banner materials for digital printing on Rolland SPREADER - 540V

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
2.	DPF 301 – 10 oz. super smooth banner, double sided printable			
a.	30" x 75'	1 roll	\$ _____	\$ _____
b.	54" x 75'	1 roll	\$ _____	\$ _____
			"V"(2) Sub-Total:	\$ _____
3.	DPF 302 – 12 oz. super smooth blackout banner, double sided printable			
a.	30" x 150'	1 roll	\$ _____	\$ _____
b.	54" x 150'	1 roll	\$ _____	\$ _____
			"V"(3) Sub-Total:	\$ _____
4.	DPF 304 – 14 oz. super smooth blackout banner, double sided printable			
a.	30" x 150'	1 roll	\$ _____	\$ _____
b.	54" x 150'	1 roll	\$ _____	\$ _____
			"V"(4) Sub-Total:	\$ _____
			"V" Sub-Total:	\$ _____

W. Roland – SP540V Eco SOL Max ink cartridge

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	ESL 3CY Eco Sol max cyan cartridge			
a.	220 ml	3 cartridges	\$ _____	\$ _____
			"W"(1) Sub-Total:	\$ _____
2.	ESL 3MG Eco Sol max magenta cartridge			
a.	220 ml	3 cartridges	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
			"W"(2) Sub-Total:	\$ _____
3.	ESL 3YE Eco Sol max yellow cartridge			
a.	220 ml	3 cartridges	\$ _____	\$ _____
			"W"(3) Sub-Total:	\$ _____
4.	ESL 3BK Eco Sol max black cartridge			
a.	220 ml	3 cartridges	\$ _____	\$ _____
			"W"(4) Sub-Total:	\$ _____
			"W" Sub-Total:	\$ _____

X. Roland SP-540V blades

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	RB45 – 45° Roland blade OEM USA – C145	4 blades	\$ _____	\$ _____
2.	RB60 – 60° Roland blade OEM USA – C160	4 blades	\$ _____	\$ _____
			X" Sub-Total:	\$ _____

Y. 3M™ Scotchlite™ 680 CR Series Removable Reflective Graphie Film w/ comply

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	680 CR-76 light blue 24" x 50 yd	2 rolls	\$ _____	\$ _____
2.	680 CR-75 blue 24" x 50 yd	2 rolls	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
3.	680 CR-10 white 24" x 50 yd	1 roll	\$ _____	\$ _____
4.	680 CR-14 orange 24" x 50 yd	1 roll	\$ _____	\$ _____
5.	680 CR-64 gold 24" x 50 yd	1 roll	\$ _____	\$ _____
6.	680 CR-71 yellow 24" x 50 yd	1 roll	\$ _____	\$ _____
7.	680 CR-72 red 24" x 50 yd	1 roll	\$ _____	\$ _____
8.	680 CR-77 green 24" x 50 yd	1 roll	\$ _____	\$ _____
9.	680 CR-81 lemon yellow 24" x 50 yd	1 roll	\$ _____	\$ _____
10.	680 CR-82 ruby red x 50 yd	24" 1 roll	\$ _____	\$ _____
11.	680 CR-85 black 24" x 50 yd	1 roll	\$ _____	\$ _____
"Y" Sub-Total:				\$ _____

Z. 3M™ high intensity prismatic reflective sheeting series 3930

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	White 3930 - 48" x 50 yd	1 roll	\$ _____	\$ _____
2.	White 3930 - 36" x 50 yd	1 roll	\$ _____	\$ _____
3.	White 3930 - 24" x 50 yd	1 roll	\$ _____	\$ _____
4.	Yellow 3931 - 48" x 50 yd	1 roll	\$ _____	\$ _____
5.	Yellow 3931 - 36" x 50 yd	1 roll	\$ _____	\$ _____
6.	Yellow 3931 - 24" x 50 yd	1 roll	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
7.	Red 3932 – 48" x 50 yd	1 roll	\$ _____	\$ _____
8.	Red 3932 - 36" x 50 yd	1 roll	\$ _____	\$ _____
9.	Red 3932 - 24" x 50 yd	1 roll	\$ _____	\$ _____
10.	Orange 3934 – 48" x 50 yd	1 roll	\$ _____	\$ _____
11.	Orange 3934 - 36" x 50 yd	1 roll	\$ _____	\$ _____
12.	Orange 3934 - 24" x 50 yd	1 roll	\$ _____	\$ _____
13.	Blue 3935 – 48" x 50 yd	1 roll	\$ _____	\$ _____
14.	Blue 3935 - 36" x 50 yd	1 roll	\$ _____	\$ _____
15.	Blue 3935 – 24" x 50 yd	1 roll	\$ _____	\$ _____
16.	Green 3937 – 48" x 50 yd	1 roll	\$ _____	\$ _____
17.	Green 3937 - 36" x 50 yd	1 roll	\$ _____	\$ _____
18.	Green 3937 - 24" x 50 yd	1 roll	\$ _____	\$ _____
19.	Brown 3939 – 48" x 50 yd	1 roll	\$ _____	\$ _____
20.	Brown 3939 - 36" x 50 yd	1 roll	\$ _____	\$ _____
21.	Brown 3939 - 24" x 50 yd	1 roll	\$ _____	\$ _____
"Z" Sub-Total:				\$ _____

AA. Diamond grade – DG3 reflective sheeting series 4000

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Orange 4084 - 48" x 50 yd	1 roll	\$ _____	\$ _____
2.	Orange 4084 - 36" x 50 yd	1 roll	\$ _____	\$ _____
3.	Orange 4084 - 24" x 50 yd	1 roll	\$ _____	\$ _____

V. BID FORM (CONT'D)

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
4.	White 4090 - 48" x 50 yd	1 roll	\$ _____	\$ _____
5.	White 4090 - 36" x 50 yd	1 roll	\$ _____	\$ _____
6.	White 4090 - 24" x 50 yd	1 roll	\$ _____	\$ _____
7.	Yellow 4091 - 48" x 50 yd	1 roll	\$ _____	\$ _____
8.	Yellow 4091 - 36" x 50 yd	1 roll	\$ _____	\$ _____
9.	Yellow 4091 - 24" x 50 yd	1 roll	\$ _____	\$ _____
10.	Red 4092 - 48" x 50 yd	1 roll	\$ _____	\$ _____
11.	Red 4092 - 36" x 50 yd	1 roll	\$ _____	\$ _____
12.	Red 4092 - 24" x 50 yd	1 roll	\$ _____	\$ _____
13.	Blue 4095 - 48" x 50 yd	1 roll	\$ _____	\$ _____
14.	Blue 4095 - 36" x 50 yd	1 roll	\$ _____	\$ _____
15.	Blue 4095 - 24" x 50 yd	1 roll	\$ _____	\$ _____
16.	Green 4097- 48" x 50 yd	1 roll	\$ _____	\$ _____
17.	Green 4097 - 36" x 50 yd	1 roll	\$ _____	\$ _____
18.	Green 4097 - 24" x 50 yd	1 roll	\$ _____	\$ _____
"AA" Sub-Total:				\$ _____

BB. TAPCO Decorative Pole Package

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Model #203-00182: 12' Tall, 3" OD Black, Fluted, with Anchor. Includes Pole, MD Base, Cap, V-Loc Anchor, & Sign Brackets.	20	\$ _____	\$ _____

V. BID FORM (CONT'D)

2. Model #034-00400: V-Loc 1 \$ _____ \$ _____
Installation Kit

“BB” Sub-Total: \$ _____

CC. Shop Tools

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	¾" Velcro hook and loop 25 yd roll	4 rolls	\$ _____	\$ _____
2.	Squeegees, 4" long	25	\$ _____	\$ _____
3.	Lil Chizler Vinyl removal tool	2	\$ _____	\$ _____
4.	Weeding tweezers	2	\$ _____	\$ _____
5.	X-Acto knives	6	\$ _____	\$ _____
6.	X-Acto blades Box of 100	5	\$ _____	\$ _____

“CC” Sub-Total: \$ _____

Items "A" - "CC" Bid Grand Total (Per Year): \$ _____

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

AGENDA STATEMENT

OMB AS03 Rev. 8/99

Item Title: To purchase a 2017 Elgin Waterless Eagle street sweeper through a State of Michigan MiDeal cooperative bid (Total cost of \$275,000).

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:

- The Department of Public Works (DPW) is requesting approval for the purchase of a 2017 Elgin Waterless Eagle street sweeper. The new street sweeper will be utilized by the Streets Division of the DPW for day-to-day street sweeping operations on the City's 365+ miles of primary, secondary and tertiary roadways, as well as during emergency situations requiring street surface clean-up.
- The DPW currently owns three street sweepers: (1) a 1996 Elgin with 79,100 miles (#8206); (2) a 2002 Elgin with 84,718 miles (#8202); and, (3) a 2006 Elgin with 49,266 miles (#8216). The new street sweeper will replace #8206, which will be removed from the front-line status and used as a backup when another sweeper breaks down.
- The new sweeper is available for purchase from Bell Equipment Company at competitively bid pricing through the State of Michigan's MiDeal cooperative purchasing program. The City has previously purchased vehicles/equipment from Bell Equipment Company with very positive results.
- Bell Equipment Company has offered a \$5,000 trade-in on a 1992 Old Dominion Brush (ODB) leaf vacuum trailer; model SCL800TM25, which is no longer used. This trade-in amount represents a good value for this piece of equipment.
- Recommendation is being made to purchase a 2017 Elgin Waterless Eagle street sweeper from Bell Equipment Company.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the purchase of a 2017 Elgin Waterless street sweeper from Bell Equipment Company, 78 Norhtpointe Drive, Lake Orion, MI 48359, through the State of Michigan cooperative bid, MiDeal contract #071B1300075, in the net amount of \$275,000.

CITY OF STERLING HEIGHTS
STAFF REPORT
July 19, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The Department of Public Works (DPW) is requesting approval to purchase a 2017 Elgin Waterless street sweeper mounted on a M2 Freightliner chassis. Funding for this purchase is included within the approved fiscal year 2016/17 budget in 43790901 (Capital Projects Fund, Motor Vehicles & Equipment) 984444 (Vehicles – Street Services Division) in the amount of \$300,000. The purchase price for the street sweeper is \$280,000, less a \$5,000 trade-in for a 1992 ODB leaf vacuum trailer, or \$275,000.

The \$25,000 budget vs. actual savings realized from this vehicle will be applied toward the proposed purchase of the budgeted tandem axle dump/snow plow also on this agenda.

STAFF ANALYSIS AND FINDINGS:

The specifications and options for this new Elgin street sweeper are specified below:

	<u>Eagle Street Sweeper (MiDeal #071B1300075)</u>
Engine:	John Deere 4045 4.5 liter 4 cylinder diesel
Sweep System:	No-Jam Conveyor
Sweeping Path:	10' maximum
Hopper Capacity:	4.5 cubic yards
Lifting Capability:	11,000 lbs.
Dust Suppression:	Waterless Dust Control System
Dumping Height:	10' 2"
Dump Location:	Right side
Warranty:	One year parts & Labor

The waterless model provides the DPW with the ability to sweep streets all year round thereby reducing road debris from entering the waterways through the storm sewer system. In addition, the waterless sweeper uses very little water and thus minimizes runoff when disposing of the collected debris. For these reasons, the purchase and use of this sweeper assists in compliance with guidelines of the Environmental Protection Agency (EPA), Clean Water and Storm Water Acts requiring preventative storm water pollution activities. Existing sweepers are unable to operate in cold weather (i.e. street sweeping and clean-up of water main breaks) as the water used in the dust suppression system will freeze and crack internal components.

Bell Equipment Company has offered to accept as a trade-in the City's 1992 Old Dominion Brush

Leaf Vacuum Trailer; model SCL800TM25 at a value of \$5,000 to be applied toward the purchase of the Elgin Waterless street sweeper. Research into the possible fair market value for this machine indicates an auction value ranging from \$2,821 ('91 ODB Leaf Vacuum Trailer w/same model #) to \$3,210 ('95 ODB Leaf Vacuum).

Delivery is anticipated in late October, 2016.

Please see the attached recommendation from the Public Works Operations Manager.

STAFF RECOMMENDATION:

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

Notification list:

Bell Equipment Company

780 Northpointe Drive

Lake Orion, MI 48359

Dan Bell, Vice President, Sales

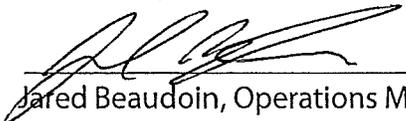
dbell@bellequip.com



Interoffice Memorandum

Date: June 29, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Recommendation Waterless Combination Street Sweeper

The Department of Public Works has reviewed the specifications for a 2017 Elgin Waterless Eagle Street Sweeper mounted on a M2 Freightliner chassis through the 2015 State of Michigan MiDeal Extended Purchasing Program contract # 071B1300075. The DPW will utilize this vehicle during day-to-day street sweeping operations and during road clean-up emergencies. After researching and reviewing existing governmental cooperatives we recommend purchasing this chassis through the Mideal purchasing program from:

Bell Equipment Company
78 Northpointe Drive
Lake Orion, MI 48359
Attn: Dan Bell

This dealer offered the lowest price, meeting all the specifications required. The Department of Public Works has previously purchased vehicles from Bell Equipment with great success and reliability.

Bell Equipment has agreed to take on trade from the DPW a 1992 Old Dominion Brush Leaf Vacuum Trailer, Model # SCL800TM-25 for \$5,000.00. This leaf vacuum trailer is no longer utilized by the DPW due to its poor performance and high repair costs. The DPW is requesting to trade in this leaf vacuum trailer to offset the cost of the waterless combination street sweeper.

The total purchase price of this vehicle is \$275,000.00 with the funds budgeted in the Capital Projects- Motor Vehicle & Equipment – Vehicles DPW Street Services account #43790901-984444.

C: Michael Moore, Public Works Director
Ken Swartz, Streets Distribution Supervisor

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 10
 to
 CONTRACT NO. 071B1300075
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Bell Equipment Co 78 Northpointe Drive Lake Orion Michigan, 48359	James Bell Sr.	jbell@bellquip.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-370-0000	*****1706

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Dan Smith	517-334-7767	smithd4@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	(517) 284-7043	riggs@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Safety Work Zone, Street Sweeping and Snow & Ice Control Equipment – Statewide, NASPO, and MiDeal			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	2 - 1 Year	September 30, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30		30-75 days After Receipt of Order (ARO)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	3 months	12/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,700,000.00		\$ 1,500,000.00	\$3,200,000.00	
DESCRIPTION: Effective June 7, 2016, this contract is hereby increased by \$1,500,000.00, and pricing on this contract is hereby updated per revised Attachment A. All other terms, conditions, pricing and specifications remain unchanged. Per vendor request, MDOT agreement, approval from DTMB-Procurement, and State Administrative Board approval on June 7, 2016.				

ELGIN®



WATERLESS EAGLE®

Waterless Advantage. Elgin Performance.



Have a limited water supply? Need to sweep year-round in all weather conditions? All while having to maximize your operator's productivity and sweeping efficiency? Then look no further than the popular Elgin Eagle, equipped with a new, patented Waterless Dust Control System and with proven PM10 and PM 2.5 pickup, proven low dust emissions and proven dry sweep performance.*

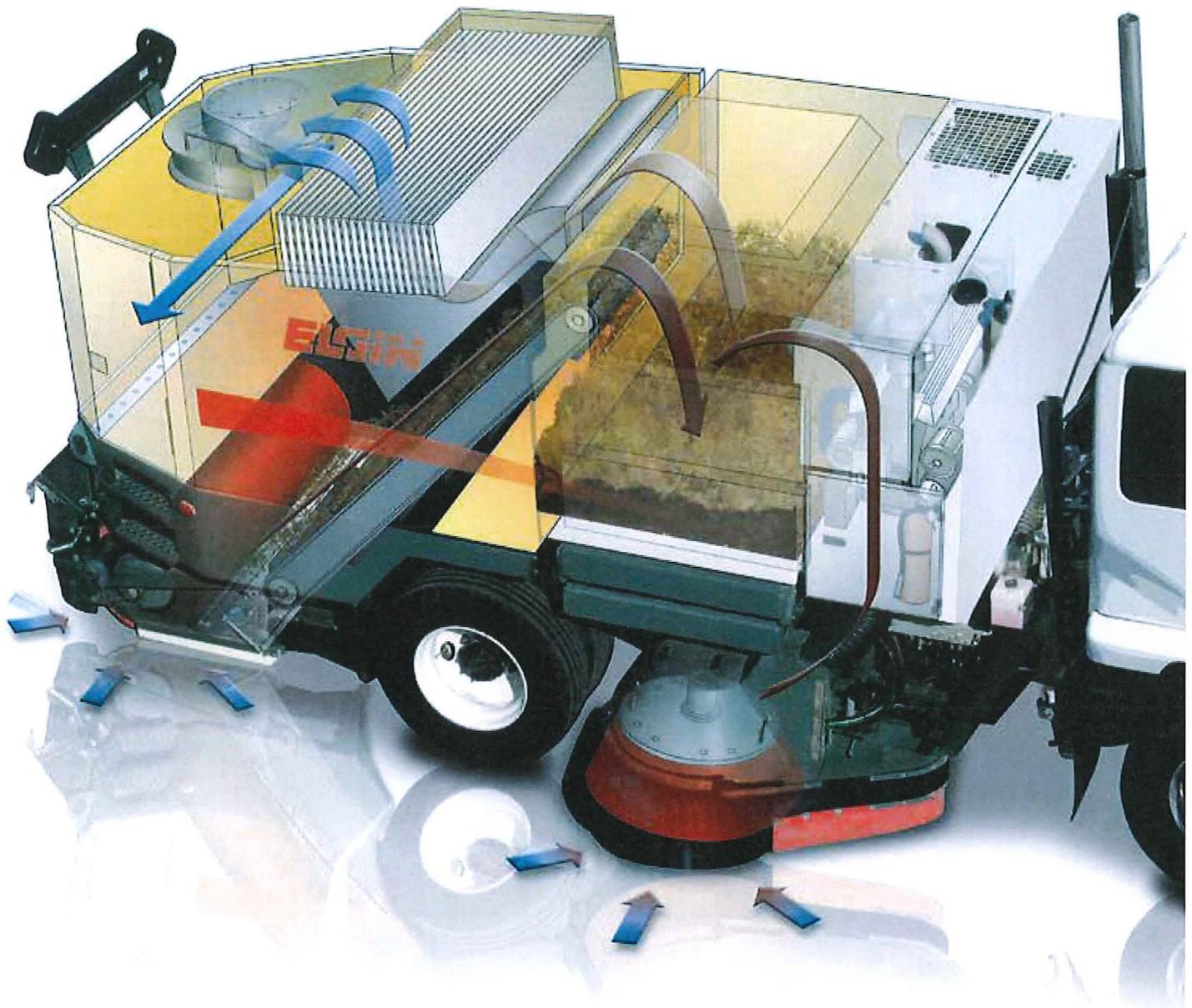
With the Waterless Eagle, you get the incredible sweep performance that has made the Eagle a favorite, but you control dust without using water. And since there's no water, sweeping in freezing weather conditions is possible, helping you meet the growing demand for quick pick-up of winter-time road sand, salt and cinders. As a result, you significantly reduce time spent on spring clean-up.

To increase productivity, Eagle's Waterless Dust Control System means operators sweep more and spend less time filling tanks. Without water, mud doesn't build up on components, which can reduce clean-up time at the end of a shift. In addition, the process of dry sweeping provides environmental benefits, including a reduction in your water footprint and less road silt that can be left as a film from water-based dust control sweepers.

*For information on performance test results consult factory.



Regular cleaning of streets and catch basins reduces sediment loads in runoff that would otherwise end up in local waterways



Wide Sweep Path

Hydraulically driven main and side brooms create a wide 10 ft (3,048 mm) sweeping path for maximum productivity. The hydraulically driven main broom has in-cab variable broom speed for flexibility in varying sweeping conditions. Down pressure can be adjusted from the cab while moving. The main broom is mounted on a full-floating, trailing arm design with shocks to follow road contours. The 42 in (1,067 mm) free-floating, trailing arm side brooms provide powerful digging action and a full four-way motion and sideway protection when passing close to obstacles. Variable speed and down pressure for digging and wear control are controlled from in the cab. This means deep digging or light touch for maintenance sweeping.

No-Jam Conveyor

The Eagle conveyor features molded-in, full-width cleats that move large debris without jamming. High-strength belt material provides long wear and maximum uptime. Controlled from the cab, including reverse, the conveyor assures efficient loading of heavy granular debris as well as bulky materials such as tire re-treads, hub caps, mufflers and more. The high speed of the belt throws material to the front of the hopper for more effective loading. Built-in washdown allows quick, easy clean-up.

Minimal Noise Levels

Cab, chassis and sweeping system are designed for low in-cab and drive-by noise levels, providing maximum operator comfort and safety.

Variable Height Dump Hopper

The 4.5 yd³ (3.4 m³) volumetric hopper can be emptied anywhere from 32 inches (813 mm) to 10 ft 2 in (3,100 mm) and an 11 in (280 mm) right side shift enhances container or dump truck unloading. The hopper raises on a trouble-free, twin cylinder, dual stage mechanism, capable of lifting up to an 11,000 lb (5,000 kg) load. The center position keeps the weight between the dual tires during dumping operations and maintains proper weight distribution as the sweeper unloads. The load is clearly visible, and the dump angle is 50° for excellent dump performance and easy slide-out of material.



Supplemental Water System

Every unit has a standard full water system to give operators the flexibility of using water should circumstances or preferences require it. It includes an in-cab controlled water flow for the main and side brooms. The 320 gal (1,210 L) system features removable, rustproof polyethylene water tanks and a self-priming centrifugal run-dry type pump that provides 6 gpm (22.7 L/min) @ 80 psi (5.8 bar).

Proven Cab-Over Chassis

The Eagle is mounted on a high-visibility, commercial chassis and is available with right hand only drive or fully right and left dualized with chassis OEM components. The typical chassis features a 230 hp engine and five speed overdrive transmission and meets all FMVSS standards. The short 155 inch (3,937 mm) wheelbase provides a tight turning radius. The unique full air ride suspension provides comfort during transport, and the ability to deflate the airbags and provide a ridged axle for sweeping and dumping stability. (Consult factory for additional chassis options.)

Easy In-Cab Operation

A center-mounted console provides access to all sweeper controls from either driving position. This includes hopper, conveyor, rear suspension, vacuum fan assist, adjustable spray water, broom controls, plus a full load indicator. Broom speed, conveyor speed and digging pressure are adjustable independently of truck rpm. Reverse gear automatically raises sweeping components to prevent damage. A complete set of auxiliary engine gauges keeps the operator informed at all times, including a tachometer, hour meter, voltmeter, fuel level, coolant temperature, oil pressure, hydraulic oil filter, engine running and air filter conditions.

Convenient Maintenance Features

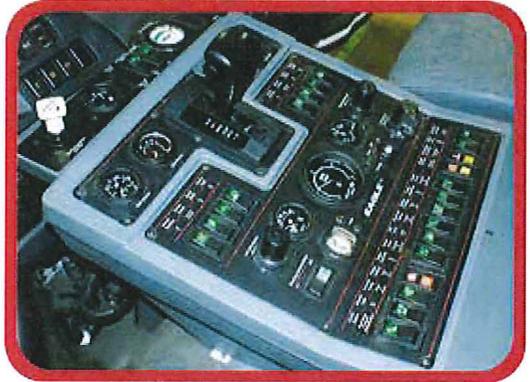
The Waterless Eagle is as easy to maintain as a standard Eagle. Four access doors (with locks) open wide for access to all sweep system components, auxiliary engine and the dry dust control components, including the fan and filter. Built-in steps and a steel service platform provide stable work surfaces. All wiring harnesses are color-coded and labeled for easy maintenance and troubleshooting. All connectors are weatherproof to prevent moisture from getting into the connection. Access to the side and main brooms is quick and requires no tools. The shrouds are hinged and easily latch and unlatch making routine maintenance trouble-free.

Powerful Auxiliary Engine

A reliable diesel auxiliary engine powers all sweep and dust control systems. The dedicated sweep system engine produces superior digging at required ground speed. The truck engine rpm and ground speed do not affect broom or conveyor speed.

Dust Control System

The Eagle with Waterless Dust Control features a patented dust suppression system with a powerful vacuum fan to create an airstream, main and side broom skirting for dust capture, and a long-life, low maintenance filter between the hopper and the vacuum fan. Together, these components create a highly effective method for controlling fugitive dust that may occur during sweeping.



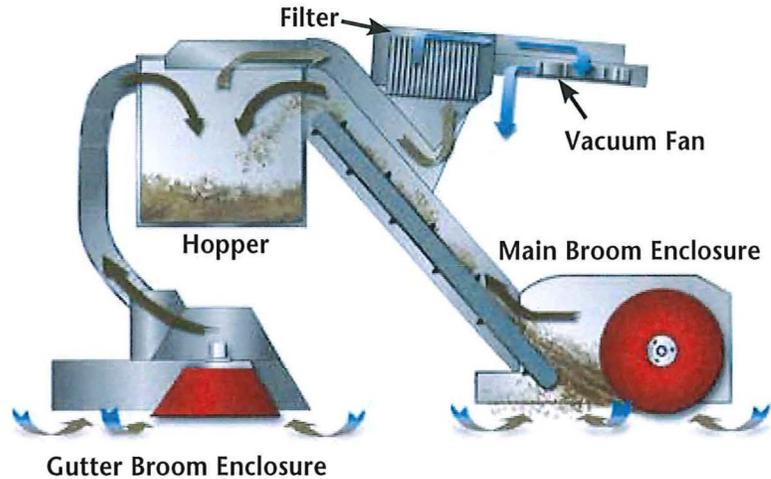
Waterless Eagle® Patented Dust Control System

A powerful vacuum fan on the sweeper creates an air stream through the debris hopper, conveyor and skirted areas. The inward rushing air carries the airborne dust into the debris hopper, where it's allowed to settle out with the rest of the swept debris.

A majority of the fugitive dust falls into the hopper with only a small amount of dust getting to the filter. When the filter becomes loaded, it can be mechanically cleaned with an on-board cleaning system so sweeping can continue.

A long life, low maintenance dry filter element is installed between the debris hopper and the vacuum fan to prevent dust from being pulled from the hopper and blown out the vacuum fan exhaust.

The fully flexible main and side broom skirting allow efficient dust capture, while still providing aggressive curb cleaning. These are fabricated from highly resilient polymer material for long wear and are easy to change and maintain.



Side Broom Maintenance - Quick and Easy to Access!



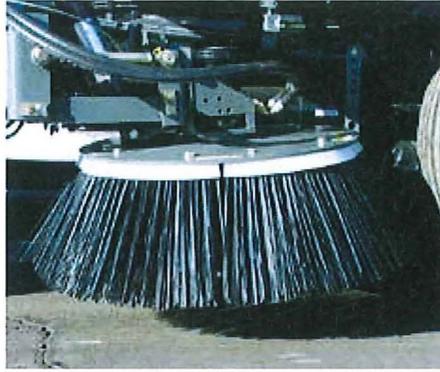
Elgin Sweeper has a network of more than 100 dealer locations worldwide. So no matter where you work, Elgin Sweeper and your Elgin dealer are there to support and protect your investment upon delivery and for years down the road.

Options



LifeLiner® Hopper System

The LifeLiner® hopper system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweep-hopper.



In-Cab Side Broom Tilt

Allows operator to sweep effectively in variably-pitched gutters. On-the-go pitch adjustment with a simple variable rocker switch ensures proper broom angle.

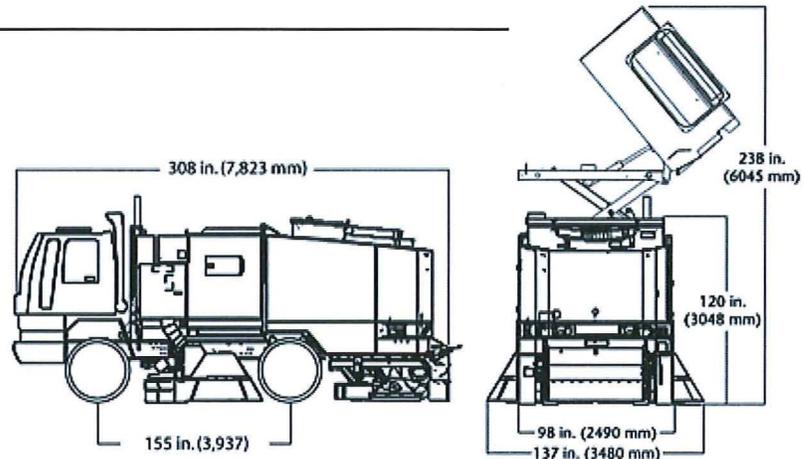


Cab-Over Autocar Chassis

Autocar Expert chassis are built exclusively for Elgin and sweeping. This cab-over chassis provides outstanding visibility, comfort, safety and productivity. The short wheel base and unique steering geometry allows for maximum maneuverability. The Autocar Expert is equipped with full power dual steering. Conventional Chassis also available.

- Rotating beacon or strobe light
- Rotating beacon or strobe light guard
- Carbide dirt shoes
- Arrow Board
- Auto-lube automatic lubrication system
- Automatic engine shutdown (high temp/low pressure)
- Main broom hour meter
- One-touch sweep resume system

Consult factory for additional options.



General Specifications

Sweep System: No-Jam Conveyor
 Sweeping Path (Max): 10 ft (3,048 mm)
 Hopper Capacity (volumetric): 4.5 yd³ (3.5 m³)
 Dust Suppression: Waterless Dust Control System
 Auxiliary Water System: 320 gal (1,210 L)
 Dumping Height (max): 10 ft 2 in (3,100 mm)
 Dump Location: Right Side

Warranty

Elgin Sweeper Company backs the Eagle sweeper with a one-year limited warranty. The Eagle is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin Sweeper dealer for complete warranty details.



Elgin Sweeper Company
 Subsidiary of Federal Signal Corporation
 1300 W. Bartlett Road
 Elgin, Illinois, U.S.A. 60120-7529
 (847) 741-5370 Phone
 (847) 742-3035 Fax
 www.elginsweeper.com

Sweep System—Power

Engine

Make John Deere 4045
Type 4 cylinder, diesel
Displacement 276 cu in (4.5L)
Bore 4.16 in (106.43 mm)
Stroke 5.0 in (127 mm)
Compression ratio 17.1
Horsepower 74 HP (55 kW) @
2,400 RPM
Torque 195 ft-lbs (265 Nm) @ 1,700 RPM
Fuel tank capacity 50 gal (190 L)

Sweep System—Components

General Specifications

Sweeping path:

Main broom only
60 in (1524 mm)
Main broom and one side broom
90 in (2286 mm)
Main broom and two side brooms
120 in (3048 mm)

Main Broom

Diameter 35 in (889 mm) Length 60 in
(1524 mm)
Type Prefab. disposable, polypropylene filled
Core diameter 8.5 in (216 mm)
Digging pressure & wear control
Pneumatic, in-cab
Lift control Pneumatic, in-cab
Drive Hydraulic motor/direct drive
Mounting Full floating, trailing arm, with shocks
Speed Variable with auxiliary engine RPM
Bearings Sealed, self-aligning, re-lube
Pressure gauge In-cab

Gutter Broom

Type 5 segment nylon disposable with wire fill
Diameter 42 in (1067 mm)
Disc construction Steel plate
Speed Variable with auxiliary engine RPM
Flexibility Spring biased sideways oscillation
Drive Direct hydraulic, reversible, from cab
Mounting Free floating, trailing arm
Adjustment Inward, outward/forward, backward
Digging pressure/wear control
Pneumatic, from cab
Lift control Pneumatic lift with hydraulic extend
Broom material 26 in (660 mm) wire

Available Enhancements

Extended Warranty on sweeper	Automatic lubrication system
Strobe light	Engine shutdown temperature/pressure
Rotating beacon	Lifeline® hopper liner
Light protector for beacon or strobe	Silicone hoses on auxiliary engine
Fire extinguisher	
Carbide dirt shoes	
Front spray bar	
Arrowboard	
In-cab side broom tilt with visual indicator	

Standard Accessories

Full flow oil filter, mechanical governor, heavy-duty dual dry type air cleaner with safety element precleaner, fuel filter, fuel/water separator, coolant recovery.

Instrumentation

Gauges for- Tachometer/hour meter, oil pressure, engine water temperature, and charging system
Control console warning lights for full load,
Engine oil system, aux. engine running, hydraulic oil filter restriction, hopper up, machine level, low spray water, air filter, high aux. engine water temperature.

Conveyor

Type Belt with molded-in rubber cleats
Material (belt) Rubber reinforced fabric
Speed Variable with auxiliary engine RPM
Flexibility 9 in (229 mm) oscillation for large object passage
Drive Reversible, direct drive hydraulic motor
Lift control Pneumatic
Bearings Sealed, self-aligning, re-lube

Debris Hopper—Series FW

Capacity volumetric 4.5 cu. yd. (3.5 cu. m)
Material volume 3.3 cu. yd. (2.5 cu. m)
Hopper lift and dump control Hydraulic in-cab
Inspection Door With access step
Maximum dump height
(bottom of discharge door) 10 ft 2 in
(3100 mm)
Minimum dump height
(bottom of discharge door) 38 in (965mm)
Maximum hopper dump angle 50°
Time to reach maximum dump height 20 sec
Time to tilt hopper 13 sec
Maximum time for full height lift, dump, and lower cycle 70 sec
Design lift capacity 11,000 lbs (5,000 kg)
Lifting method Twin cylinder, two stage scissors
Right side dumping Standard

Paint

Powder Coat:
Undercarriage in standard Elgin gray
Body in choice of 186 colors
Consult factory for color chart

Chassis

Contact your Elgin dealer for detailed specifications.

Electrical System

Sweeper wires color coded and labeled with circuit identification every four inches; connectors plated and polarized. 12V negative ground with minimum 130 amp truck alternator and 120 amp sweeper alternator. All circuits protected by circuit breakers and/or fuses. 1000 CCA auxiliary engine battery.

Pneumatic System

Compressor Chassis Engine Mounted
Air dryer Heated

Hydraulic System

Sweep System Pump Three section gear drive with dual inlet
Capacity 26 GPM (98 LPM) @ 2500 RPM
Dust Control System Pump Single Section Piston 25 GPM (LPM) @2500 RPM
Fittings 'O' ring seal type
Reservoir capacity 32 gal (121 L)
Reservoir level Externally readable
Inlet strainer 100 mesh
Filter, return 10 micron, full flow with bypass
Filter restriction indicator In-cab
Breather 10 micron, spin-on

Wet Dust Control System

Tank construction Polyethylene, removable
Tank capacity 320 gal (1210 L)
Fill hose Anti-siphon, 16 ft 8 in (5080 mm) with strainer and 2.5 in (64 mm) NST coupling
Wash down Lower conveyor
Conveyor flusher Built-in cascade-type
Pump Centrifugal, 6 GPM @ 80 psi (22.7 LPM @5.8 bar)
Broom dust control atomizing nozzles
Controls on/off in-cab
Non corrosive housing, 100 mesh screen.

Dry Dust Control System

Centrifugal dust evacuation fan. Large envelope filter with hydraulic shaker for dust removal.
Dust control skirts on side and main brooms.
Dust separator screen in hopper.

Warranty

Sweeper 1 year parts and labor	Chassis & Aux. Engine Consult factory
--	---

Your Elgin Dealer is:



© 2012 Elgin Sweeper Company
Federal Signal Corporation is listed on the NYSE by the symbol FSS



Elgin Sweeper Company
1300 W. Bartlett Rd.
Elgin, Illinois, U.S.A. 60120-7529
847-741-5370 Phone
847-742-3035 Fax
www.elginsweeper.com

Effective 11/12
Specifications subject to change without notice.
P/N 0705326-E

Bell Equipment Company

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

6/29/16

Marty Sowa
City of Sterling Heights DPW
7200 Eighteen Mile Road
Sterling Heights, MI 48314

Dear Mr. Sowa,

Per our conversation and request, please review the following quote for a Elgin Waterless Eagle Street Sweeper. This is based off of MIDEAL Pricing off of the Michigan MIDEAL contract.

(1) Elgin Waterless Eagle Street Sweeper mounted on a Freightliner Chassis

Sweeper options includes but not limited to:

- ✓ Dual gutter brooms and dual drive for sweeper and chassis
- ✓ Air conditioning
- ✓ John Deere auxiliary engine – 74 horse power engine
- ✓ Back up alarm
- ✓ Main broom down pressure – in cab
- ✓ Safety back up camera with in cab monitor
- ✓ Conveyor flush out and lower roller washout
- ✓ Dust Skirts
- ✓ Engine block heater
- ✓ 50 gallon Fuel tank
- ✓ Fugitive dust control filter with in-cab cleaning
- ✓ Fugitive dust control fan
- ✓ Hopper inspection door
- ✓ Hose & hydrant fill
- ✓ Lights, automatic backup
- ✓ PM-10 compliant water system
- ✓ Rocker switches controls for all sweep hydraulic functions
- ✓ Allison transmission
- ✓ 315 gallon water tank
- ✓ Dual rear tires with tubeless radial tires
- ✓ AM/FM/CD RADIO
- ✓ LED Beacon

Bell

Equipment Company

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

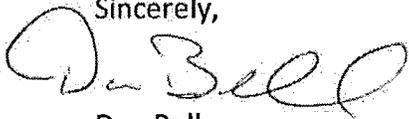
Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

- ✓ Auto sweep and transport
- ✓ Parts and service manuals
- ✓ Training and delivery

	PRICE	\$280,000.00
Less Trade in of ODB Leaf Machine, model SCL800TM25		(\$5,000.00)
Total after Trade		\$ 275,000.00

****Delivery on a Waterless Eagle is 12-15 weeks from receipt of purchase order****

Sincerely,



Dan Bell
Bell Equipment Co.

AGENDA STATEMENT

OMB AS03 Rev. 8/99

Item Title: To purchase a 2017 Freightliner 114SD tandem axle dump / snowplow truck chassis, dump box, snow plow, underbody blade and accessories for the Department of Public Works (Total expenditure of \$258,027).

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:

- The Department of Public Works current fleet of snow removal equipment includes 23 dump trucks with snow removal capabilities, twelve of which are tandem axles ranging in age from 3 to 22 years. These large, heavy-duty vehicles perform a variety of functions for the DPW, but are essential to snow plowing and salting operations on the City's 349 miles of major and local roads.
- During the fiscal year 2016/17 budgetary process, City Council approved funding for the purchase of one tandem axle dump / snow plow truck. In addition to snow plowing operations, this vehicle will also perform many functions for the DPW, including, gravel road and shoulder grading and material hauling.
- Following an internal review of available options, the Department of Public Works (DPW) is recommending the purchase of one tandem axle dump/snow plow truck, with snow removal equipment and accessories, to be purchased in two parts:
 - A. Acquisition of a 2017 Freightliner 114SD tandem axle chassis through a Michigan Intergovernmental Trade Network (MITN) master agreement between the City of Rochester Hills and Wolverine Freightliner Eastside, Inc. As a MITN member, the City can avail itself of the competitively bid pricing for the subject 2017 Freightliner chassis; and,
 - B. Acquisition of a Henderson dump body, snow plow, underbody blade, and accessories from Knapheide Truck Equipment, 1200 S. Averill Avenue, Flint, MI 48503, at competitively bid pricing available through a National Joint Powers Alliance cooperative contract, no. 080114-HPI.

- Please refer to the attached materials for further information on the proposed purchases.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to:

- a) Approve the purchase of a 2017 Freightliner 114SD tandem axle chassis from Wolverine Freightliner – Eastside, Inc., 107 S. Groesbeck, Mt. Clemens, MI 48043 at pricing available through a Michigan Intergovernmental Trade Network (MITN) master agreement, #RFP-RH-13-30, in the amount of \$120,852; and,
- b) Approve the purchase of a Henderson dump body, plow, underbody blade, and accessories from Knapheide Truck Equipment, 1200 S. Averill Avenue, Flint, MI 48503, at pricing available through a National Joint Powers Alliance cooperative contract, #080114-HPI, in the amount of \$137,175.

CITY OF STERLING HEIGHTS
STAFF REPORT
July 19, 2016

Prepared By: James Buhlinger, Purchasing Manager

Ext. No. 2741

GENERAL INFORMATION:

The Department of Public Works (DPW) is requesting approval to purchase a 2017 Freightliner 114SD tandem axle chassis and corresponding dump body, plow, underbody blade, and accessories. Funding for the purchase of this truck is included within the approved fiscal year 2016/17 budget in 43790901 (Capital Project Fund – Motor Vehicles & Equipment) 984444 (Vehicles – Street Services) in the amount of \$250,000. The \$8,027 balance of the purchase price will be funded from \$25,000 savings from the proposed purchase of a street sweeper for the DPW on July 19, 2016.

STAFF ANALYSIS AND FINDINGS:

The Freightliner chassis is available for purchase at competitively-bid pricing through a Michigan Intergovernmental Trade Network master agreement between host city Rochester Hills and Wolverine Freightliner Eastside, Inc., #RFP-RH-13-30. The Henderson dump box, snow plow, underbody blade, and equipment are available for purchase at competitively-bid pricing through a National Joint Powers Alliance cooperative contract, #080114-HPI. The total cost of the dump truck and equipment is \$258,027, inclusive of delivery, vehicle preparation, and title transfer.

The specifications for this new Freightliner tandem axle dump/snow removal truck are specified below:

- 2017 Freightliner® 114SD Tandem Axle Truck
 - Engine - Detroit Diesel DD13 410 hp, 12.8-liter engine
 - Transmission - Allison 4500 RDS Automatic Transmission
 - Capacities - 18,000 lb. front axle / 46,000 lb. rear axle
 - Wheelbase – 190" wheelbase
 - Frame – .5" x 3.64" x 11 7/8" steel frame
 - Price - \$120,852.00

- Henderson® Munibody® multipurpose combination dump/spreader body
 - Pre-wet and anti-ice slurry bar
 - Body lighting
 - Henderson angle front plow
 - Full hydraulic controls
 - 10' Henderson underbody scraper

Directional rear spinner
9' side mount Patrol Wing
Price - \$137,175.00

The Department of Public Works (DPW) has purchased trucks and snow removal equipment from Wolverine Freightliner Eastside and Knapheide in the past with positive results. Both vendors currently provide quality service, equipment and parts on a regular basis. Delivery is anticipated in November, 2016.

STAFF RECOMMENDATION:

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

Notification list:

Freightliner – Eastside, Inc.
107 S. Groesbeck
Mt. Clemens, MI 48043
Ken Malkowski, Government Sales Manager
malkowski@wolverinetruckgroup.com

Knapheide Truck Equipment
1200 S. Averill Avenue
Flint, MI 48503
Jim Fountain, Sales
jfountain@knapheide.com



Interoffice Memorandum

Date: June 29, 2016

To: Jim Buhlinger, Purchasing Manager

From: 
Jared Beaudoin, Operations Manager

Subject: Recommendation Tandem Axle Dump Truck

The Department of Public Works maintains a fleet of 22 dump trucks with snow removal capabilities. Due to the age of the existing fleet (ranging from 1989 to 2014), breakdowns and repairs of multiple trucks at the same time prove to be problematic for snow removal events and day-to-day operations. The DPW will utilize this new dump truck during snow and ice removal operations, material hauling, road grading, and shoulder maintenance.

The tandem axle dump truck will be purchased in two parts: the chassis will be purchased through a reputable dealer and the dump box, plow, underbody blade, and all other specified accessories will be purchased from and built by a reputable vehicle outfitter. Purchasing the vehicle in this manner will maximize the vehicle's capabilities and effectiveness for DPW staff while achieving competitive pricing.

The Department of Public Works has reviewed the specifications for a 2017 Freightliner 114SD Tandem Axle 64,000lbs GVW chassis through the 2013 Rochester Hills Co-op Award Agreement, RFP-RH-13-30. After researching and reviewing existing governmental cooperatives we recommend purchasing this chassis through the Rochester Hills Co-op Award Agreement from:

Wolverine Freightliner Eastside, Inc.
107 S. Groesbeck
Mt. Clemens, MI 48043
Attn: Ken Malkowski

This dealer offered the lowest price, meeting all the specifications required. The Department of Public Works has previously purchased vehicles from Wolverine Freightliner with great success and reliability.

In addition to the truck chassis, the DPW is requesting the purchase of a dump body, plow, underbody blade, and all other specified accessories to be installed onto the truck chassis. After researching and reviewing existing governmental cooperatives, DPW staff recommends purchasing the dump body improvements through the Nation Joint Powers Alliance (NJPA) program, contract #080114 from:

Knapheide Truck Equipment
1200 S. Averill Ave.
Flint, MI 48503
Attn: Jim Fountain

Knapheide offers a comprehensive dump body package which has been specifically built for the above mentioned chassis and has been custom tailored to the DPW's specifications. The DPW has previously purchased equipment from Knapheide Truck Equipment and is very satisfied with their products and service.

The total purchase price of this vehicle is \$258,027.00 with the funds budgeted in the Capital Projects- Motor Vehicle & Equipment – Vehicles DPW Street Services account #43790901-984444.

C: Michael Moore, Public Works Director
Ken Swartz, Streets Distribution Supervisor





CAUTION

VEHICLE

MAY BACK UP

045-774

990

DPW

DPW



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

June 6, 2016

City of Sterling Heights
RE: RH Co-op Truck Pricing

Attn: Mr. Marty Sowa

Following is Freightliner Chassis pricing information as per your request.
Pricing and conditions are as per the Rochester Hills Co-op Award Agreement.
Please reference **RFP-RH-13-30** dated 8/8/13 and all related documents.

TANDEM AXLE 64,000# GVW CHASSIS

Truck Chassis.....	\$95,304.00
Color – Non-Metallic.....	N/C
114 BBC Cab.....	2,154.00
Model Year, 2015 (114 Cab).....	1,000.00
Model Year, 2016 (114 Cab).....	1,200.00
Model Year, 2017 (114 Cab).....	1,050.00
Pre-Wire, Brake Controller.....	638.00
Power Windows/Locks.....	219.00
Safety Package.....	187.00
Driver’s Seat w/3 Chamber.....	134.00
Pre-cleaner w/In-Out Control.....	633.00
Manuals, Paper.....	390.00
410HP DD13 / 4500 RDS Opt #3...	<u>17,943.00</u>

TOTAL: \$120,852.00

Ken Malkowski
Government Sales Manager

**SERVICE AGREEMENT
CITY OF ROCHESTER HILLS**

This agreement made this 12th day of November 2013, by and between the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter called the CITY and **Wolverine Freightliner, 107 S. Groesbeck, Mt. Clemens, MI 48043** hereinafter called the CONTRACTOR. NOW THEREFORE, the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

WHEREAS, The City of Rochester Hills has entered into a Master Agreement by and between the CITY and CONTRACTOR, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of Single/Tandem Axle Dump Truck Chassis's, Related Parts and Services.

WHEREAS, said Master Agreement provides that any MITN Purchasing Cooperative Member may purchase Product at prices and pricing structure stated in the Master Agreement. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

WHEREAS, City of Rochester Hills serves as the Contract Administrator with regards to the Master Agreement.

WHEREAS, The CONTRACTOR agrees to provide all labor, materials, equipment and the means of work to perform **Single/Tandem Axle Dump Truck Chassis's, Related Parts and Services, as indicated in Request for Proposal (RFP-RH-13-030** for Single/Tandem Axle Dump Trucks, Related Parts and Services) dated June 6, 2013. Work and compensation shall be based on the Contractor's proposal dated August 8, 2013, subsequent proposal information dated October 12, 2013, and the RFP Documents (RFP-RH-13-030 for Single/Tandem Axle Dump Trucks, Related Parts, and Services) and Addendums and attachments included as part of this Agreement.

CONTRACT GENERAL CONDITIONS

With respect to any purchases by any Participating Public Agency pursuant to the Master Agreement, the City of Rochester Hills (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The City of Rochester Hills makes no representation or guaranty with respect to any minimum purchases by the City or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT.

**SERVICE AGREEMENT
CITY OF ROCHESTER HILLS**

This Agreement shall be in effect so long as the Master Agreement remains in effect.

INSURANCE.

The Contractor shall continuously maintain, during the life of the Contract, insurance coverage of the type specified below. The amount of insurance shall be not less than specified in the contract documents.

- (1) Workman's Compensation Insurance as required by the State of Michigan.
 - (2) General Liability with the following coverage inclusions:
 - a. Broad Form General Liability endorsement or equivalent.
 - b. General Liability, Independent Contractor coverage, Products and Completed Operations, Contractual Liability.
 - (3) Vehicle Liability Coverage and Michigan No-Fault Coverage including all owned, non-owned and hired vehicles.
- B. All insurance shall be carried with Insurance Companies authorized to do business in the State of Michigan.

HOLD HARMLESS.

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

NON-DISCRIMINATION.

The Contractor/Vendor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap.

In witness whereof, the Parties hereto have executed this Agreement the day and year written above.

CITY OF ROCHESTER HILLS

X _____
Signature

Bryan K. Barnett

Name

Mayor

Title

X _____
Date

11-12-13

WOLVERINE FREIGHTLINER

X _____
Signature

Ken Malkowski

Name

GOVERNMENT SALES MANAGER

Title

X _____
Date

11/6/13



City of Rochester Hills
AGENDA SUMMARY
FINANCIAL ITEMS

1000 Rochester Hills Dr.
Rochester Hills, MI 48309
248.656.4630
www.rochesterhills.org

Legislative File No: 2013-0395

TO: Mayor and City Council Members
FROM: Allan Schneck, Director of Department of Public Services
DATE: October 8, 2013
SUBJECT: Four (4) Tandem Axle Dump Trucks

REQUEST:

City Council is requested to authorize the purchase of four (4) tandem axle truck chassis to Wolverine Freightliner-Eastside, Inc., Mount Clemens, Michigan for a not-to-exceed amount of \$394,600.00 and the purchase of four (4) prewet tandem axle dump body system to Truck and Trailer Specialties, Dutton, Michigan for a not-to-exceed amount of \$368,168.00. The combined purchase of the four (4) truck chassis and the four (4) prewet tandem axle dump body systems will provide four (4) complete tandem axle dump body systems for a total not-to-exceed amount of \$762,768.00.

REASON FOR PURCHASE:

The City, acting as the Lead Agency on behalf of themselves, City of Auburn Hills, City of Farmington Hills, City of Madison Heights, City of Midland, City of St. Clair Shores, City of Troy, and the City of Warren issued a Request for Proposal for the purchase of Single/Tandem Axle Dump Truck(s), parts, and related services. The proposal was developed with the intent of procuring Single/Tandem Axle Dump Trucks for Snow and Ice Removal Services meeting all of the entities specifications, and to create a contract that would offer a comprehensive list of chassis, truck equipment, parts and related services for Single/Tandem Axle Dump Trucks. The intent of the RFP was to create a comprehensive cooperative contract for entities of the MITN purchasing cooperative group to utilize, and aggregate volumes of the agencies (an initial purchase of twenty-five (25) trucks is anticipated) to generate best value offers from Single/Tandem Axle Chassis Vendors and Truck Equipment Vendors. Request for Proposals were solicited using the MITN system and five responses were received.

The proposal process consisted of three stages; proposal review, interviews, and site visits. Proposals were evaluated by the City of Rochester Hills Fleet personnel and purchasing staff, as well as representatives from participating communities. From the proposal review process the evaluation committee shortlisted and subsequently requested interviews and site visits from the shortlisted proposers. Scoring for each phase was conducted. Truck and Trailer Specialties was selected and unanimously supported by the entities as providing the best value, a quality product, ability to delivery timely, exceptional services, ongoing training program, and offering most comprehensive options to meet all of the entities needs. The selection was supported by several positive references received from other communities utilizing these companies for the purchase of their equipment. It is recommended the City award to Wolverine Freightliner-Eastside, Mount Clemens, Michigan 48043 and Truck and Trailer Specialties, Dutton, Michigan 49316 as offering the best value to the City.

The City's intent is to purchase four (4) tandem axle dump trucks with tailgate spreaders for their use. By partnering with multiple entities the City received the most competitive pricing available in the market. As part of this contract, the City was able to secure pricing that includes discounted chassis, equipment, parts pricing for multiple years, and a complete selection of chassis, and engine offerings for the vehicle to ensure this cooperative contract would be beneficial, and provide a solution to meet agencies needs across the MITN cooperative group.

Truck and Trailer Specialties represents the Monroe line of snow and ice removal equipment and 75% of their business is related to the building of large snow and ice removal truck equipment for municipal agencies within the State of Michigan.

The costs for the replacement trucks identified below are over the 2013 budgeted amount. The reasons for the increased costs are mainly due to the technical upgrades to the hydraulic components and the selection of an upgraded tailgate spreader component. The upgraded tailgate spreader component allows for the pre-wet tank to be built integrally into the tailgate, instead of being mounted on top of the tailgate. The pre-wet tank that is built into the tailgate also increases the capacity for the liquid storage capacity by double of that of a normal tailgate mounted pre-wet system. This system will allow for increased productivity during winter storm events.

Tandem axle dump/salt trucks are used on a daily basis by the DPS Roads Division for snow plowing and de-icing major and local roads, road fill and grading, road repairs, ditch cleaning, and by the water and sewer divisions for water and sewer main breaks and repairs.

The four new trucks will replace 39-150, 39-151, 39-152, 39-153. All four trucks are fully depreciated and due for replacement. Operating costs have begun to increase and negatively affect fleet's operating budget. It is recommended that they be replaced before any additional significant repair costs and unavailability due to down time occur. 39-150, 39-151, 39-152, 39-153 will be disposed of through public surplus auction.

PROCESS:

Vendor Name and Address:

Wolverine Freightliner-Eastside
107 South Groesbeck Hwy
Mt. Clemens, MI 48043

Truck and Trailer Specialties
6726 Hanna Lake
Dutton, MI 49316

Reason for Selection:

Best Value

Method of Purchase:

Purchase Order

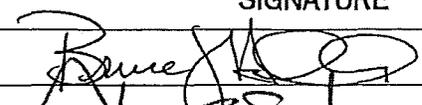
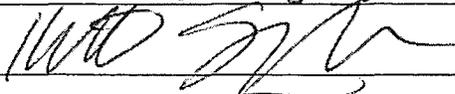
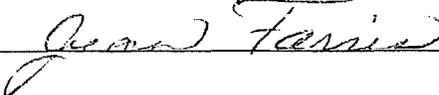
BUDGET:

Final receipt of these vehicles is not scheduled until FY 2014. If approved by City Council, Fiscal shall bring forth appropriate 1st Quarter 2014 Budget Amendments.

Fund Name	Department Account No	Account No. Description	Budget Amount	Cost	Remaining Budget
Fleet	661.981000	Capital: Vehicles	\$720,000.00	\$762,768.00	\$(42,768.00)

RECOMMENDATION:

It is recommended that City Council authorize the purchase of four (4) tandem axle dump truck chassis to Wolverine Freightliner-Eastside, Mt. Clemens, Michigan for an amount not-to-exceed \$394,600.00 and the purchase of four (4) tandem axle tailgate spreader dump body systems to Truck and Trailer Specialties, Dutton, Michigan for a not-to-exceed amount of \$368,168.00. The combined purchase of the four (4) truck chassis and the four (4) pieces of dump body systems will provide four (4) complete tandem axle dump salt trucks for a total not-to-exceed amount of \$762,768.00.

APPROVALS:	SIGNATURE	DATE
Department Review		10-21-2013
Department Director		10/21/13
Budget Content: Finance Director		10-21-13
Purchasing Process: Supervisor of Procurement		10-21-13
Mayor		
City Council Liaison		



Rochester Hills

1000 Rochester Hills Dr
Rochester Hills, MI 48309
(248) 656-4600
Home Page:
www.rochesterhills.org

Certified Copy

Purchase: RES0234-2013

File Number: 2013-0395

Enactment Number: RES0234-2013

Request for Purchase Authorization - DPS/FLEET: Purchase of four (4) tandem axle truck chassis in the amount of \$394,600.00 and four (4) prewet tandem axle dump body systems in the amount of \$368,168.00 for a combined total of four (4) complete tandem axle dump trucks in the not-to-exceed amount of \$762,768.00; Wolverine Freightliner-Eastside, Inc., Mount Clemens, MI; Truck and Trailer Specialties, Dutton, MI

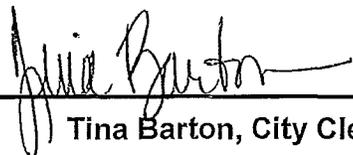
Resolved, that the Rochester Hills City Council hereby authorizes the purchase of four (4) tandem axle truck chassis from Wolverine Freightliner-Eastside, Inc., Mount Clemens, Michigan in the amount of \$394,600.00 and four (4) prewet tandem axle dump body systems from Truck and Trailer Specialties, Dutton, Michigan in the amount of \$368,168.00 for a combined total of four (4) complete tandem axle dump trucks in the not-to-exceed amount of \$762,768.00.

I, Tina Barton, City Clerk, certify that this is a true copy of RES0234-2013 passed at the Rochester Hills City Council Regular Meeting held on 10/28/2013 by the following vote:

Moved by Ravi Yalamanchi, Seconded by Nathan Klomp

Aye: Hooper, Klomp, Kochenderfer, Tisdell, Webber and Yalamanchi

Absent: Rosen



Tina Barton, City Clerk

October 29, 2013

Date Certified



Rochester Hills

1000 Rochester Hills Dr
Rochester Hills, MI 48309
(248) 656-4600
Home Page:
www.rochesterhills.org

Master

File Number: 2013-0395

File ID: 2013-0395	Type: Purchase	Status: Passed
Version: 1	Reference: 2013-0395	Controlling Body: City Council Regular Meeting
		File Created Date : 10/22/2013
File Name: Four (4) Tandem Axle Dump Trucks	Final Action: 10/28/2013	

Title label: Request for Purchase Authorization - DPS/FLEET: Purchase of four (4) tandem axle truck chassis in the amount of \$394,600.00 and four (4) prewet tandem axle dump body systems in the amount of \$368,168.00 for a combined total of four (4) complete tandem axle dump trucks in the not-to-exceed amount of \$762,768.00; Wolverine Freightliner-Eastside, Inc., Mount Clemens, MI; Truck and Trailer Specialties, Dutton, MI

Notes: Wolverine Freightliner-Eastside
107 South Groesbeck Hwy
Mt Clemens MI 48043

Truck and Trailer Specialties
6726 Hanna Lake
Dutton, MI 49316

Sponsors:

Enactment Date:

Attachments: Agenda Summary.pdf, Cost Tabulation.pdf,
Resolution.pdf

Enactment Number: RES0234-2013

Contact:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council Regular Meeting	10/28/2013	Adopted by Resolution				Pass
	Action Text:	A motion was made by Yalamanchi, seconded by Klomp, that this matter be Adopted by Resolution. The motion carried by the following vote:					

Text of Legislative File 2013-0395

Title

Request for Purchase Authorization - DPS/FLEET: Purchase of four (4) tandem axle truck chassis in the amount of \$394,600.00 and four (4) prewet tandem axle dump body systems in the amount of \$368,168.00 for a combined total of four (4) complete tandem axle dump trucks in the not-to-exceed amount of \$762,768.00; Wolverine Freightliner-Eastside, Inc., Mount Clemens, MI; Truck and Trailer Specialties, Dutton, MI

FREIGHTLINER[®]

WORK SMART™

FREIGHTLINER 114SD

**VOCATIONAL
SEVERE DUTY SUPER DUMP**



FREIGHTLINER 114SD SEVERE DUTY SUPER DUMP



MORE AXLE. MORE PAYLOAD.

Maximize your payloads and productivity with the Freightliner 114SD Super Dump. It's equipped with a trailing axle, which stretches the bridge measurement to increase overall length and gross weight allowed. You can make fewer trips and use less fuel. The 114SD is also easy to upfit with clear back-of-cab, as well as multiple vocational axles and suspensions to match your workload. It even boasts a steel-reinforced, lightweight aluminum cab to increase payload without sacrificing our Severe Duty toughness. All of which lowers your total cost of ownership. And that's what it means to Work Smart.

STANDARD FEATURES

- 114" BBC steel reinforced aluminum day cab
- Set-forward front axle position @ 31"
- Strong, durable cab and hood
- Radiator-mounted mold-in color front grille with signature styling
- Front grille, headlight bezels, engine air intake grille, bumper and primary mirrors trimmed in black
- Halogen composite headlights
- Air rear cab mounts
- Ergonomic wing dash
- 63" x 14" rear window
- Up to 50-degree wheel cut depending on wheel equipment
- DD13[®] engine with 350 HP, 1350 lb-ft torque
- Eaton[®] Fuller[®] 10-speed manual transmission
- Front axle rated at 12,000 lbs
- Rear axle rated at 40,000 lbs
- 60-gallon cylindrical fuel tank

OPTIONAL FEATURES

- Bridge formula bumpers for 29.5" front axle position
- Bright-accented front grille with chromed grille surround, headlight bezels and engine air intake grille
- Large selection of wheelbases with frames and frame reinforcements to meet severe duty needs
- Transmission power take-offs
- Three batteries mounted under cab with clear back-of-cab packaging
- Range of cylindrical and rectangular aluminum fuel tanks
- Steer axles from 12,000 to 22,000 lbs
- Single drive axles from 21,000 to 38,000 lbs rating
- Tandem drive axles from 40,000 to 58,000 lbs rating
- A wide range of Eaton manual and automated manual, and Allison[®] automatic transmissions
- Eaton vocational Cobra shifter with UltraShift PLUS
- Expanded dash instrumentation, switches and controls to meet almost any vocational application
- DD13 engine with up to 470 HP, 1650 lb-ft torque
- Cummins[®] ISL engine with up to 380 HP, 1250 lb-ft torque
- Removable front tow hooks

SEVERE DUTY SUPER DUMP OPTIONS

- Engine air intake pre-cleaner
- Tridem drive axle set rated at 69,000 lbs
- Pusher and tag axles rated from 8,000 to 22,000 lbs, available in single or dual configurations
- Freightliner AirLiner[®], TufTrac[®] Hendrickson and Chalmers vocational rear suspensions
- PDI accessories include: LED headlights, bumper guards, tool boxes, fenders, chrome accents and more

Visit your local Freightliner dealer for complete specifications and options.

FIND A TRUCK FOR YOUR BUSINESS AT FREIGHTLINERTRUCKS.COM/WORKSMART



Up to 45 degree wheel cut depending on wheel equipment.



Cab is easy to enter/exit. Features clear back-of-cab packaging.



Ergonomically designed driver's area features an automotive style dash, easy-to-read LED backlit gauges and controls within easy reach.



A wide and spacious cab enhances driver comfort and productivity.



Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks dealer nearest you, call 1-800-FTL-HELP. www.freightlinertrucks.com. 20M, 11/13, FTL/MC-B-1286. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2008 and ISO 14001:2004. Copyright © 2013. Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.



KNAPHEIDE TRUCK EQUIPMENT

1200 South Averill Avenue * FLINT, MI 48503 * 800-589-9100 * FAX 855-629-4643

***** Quality for over 50 years *****

May 31, 2016
City of Sterling Heights
7200 Eighteen Mile Road
Sterling Heights, MI 48314-4230

Attention: Martin Sowa Phone: 586-446-2458 Cell: 810-499-1167 Fax:

PO#:	Salesman: Jim Fountain	Terms: NET 30 DAYS	Quote #:
Truck Year: 2016/17	Make: Freightliner	Model:	CTA: "
Chassis Available:	Delivery Promise: 120 days ARO	FOB: CUSTOMER	

QUOTATION

CENTRAL HYDRAULICS :

Closed center "load sense" front mount live hydraulic power.
Central hydraulic system driven from the engine's crankshaft for the purpose of operating:

- Dump body hoist-double acting,
- Scraper-double acting and twin cylinder power reverse
- Front plow with double acting lift cylinder and twin cylinder power reverse
- A computerized material spreader
- Patrol wing

To insure system compatibility the pump and valve must be made by the same manufacturer. Pump to be a Sauer-Danfoss Model FRL090 cast iron construction. Hydraulic pump driven live off of a flange mounted to the engine crankshaft. Variable displacement piston pump with load-sensing compensator. The pump will feature a bolt on compensator with covered adjustments and side facing S.A.E. flange type porting. Pump size to be a minimum of 4.52 cubic inches/revolution and produce 41 GPM @ 2100 R.P.M.

The driveline will be Spicer 9553-4724 series

The drive line will be tubular style with a greasable slip and sub assembly and universal joints. There shall be a safety valve bolted to the pump outlet that will shut off all pump flow in the event that a tank mounted float sees a low oil condition. To Include a warning light, buzzer, and override switch.

Valve to be a Sauer-Danfoss Model PVG-32 hydraulic valve will be of the individual section pressure and flow compensated design to insure operation of all functions regardless of conflicting load pressures.

The valve will feature a nominal flow rating of 30 G.P.M. to insure optimum performance without undue heating. Manual over ride on all electrical coils. Manual over rides with handle attachment point on cylinder functions.

Adjustable port pressure limiters and relief valves for scraper sections.

Power down hoist relief. Sections will be provided for the operation of: a double acting dump hoist with relief up and down, underbody scraper raise and lower with adjustable port relief protection, scraper swing with relief protection, front plow raise and lower and dual cylinder power reverse.



Valve to offer easy upgrade to include prewet and anti-ice functions. A fast acting ball and spring type cushion relief shall be installed to protect the scraper swing cylinders and front plow angle cylinders. The front plow hydraulic lines shall be run to the front of the truck using stainless steel hydraulic tubing and short run hoses to the cylinders. There shall be an adjustable plow balance valve to limit the weight of the snow plow carried on the ground. The hydraulic valve will be mounted in a sealed, combination stainless steel enclosure and oil reservoir behind the chassis cab. The valve enclosure lid held on with rubber latches. A neoprene-automotive type bulb seal shall circumnavigate the perimeter of the cover. A-B lockable breather cap and screen. Top mounted 10 micron, cartridge type return oil filter. The filter shall be cartridge design with rated flows to 90 GPM. Restriction gauge for filter. Use AW-32 hydraulic oil. One spare filter element for each truck to be delivered at delivery. Suction strainer. All valves are to be plumbed to the outside of the box with steel tubing and bulkhead fittings. System to include 0-3000 psi readout on display via transducer. All pressure settings to be logged in diagnostics on CAN. The hydraulic valve will be connected to the control console via TPE harness system. System will include direct reading LED circuit indication in valve coil ends. Wiring system to exclude any infusion from direct application of 1000 psi pressure wash spray. Connectors to withstand 500 hours of 35C salt spray. Connectors to feature molded O-ring and splash shield protection. Screw type connectors to include detented lock ring. Cable exiting cab will be secured with watertight strain reliefs mounted through a stainless steel floor plate. Certified Power ACS ground speed orientated computerized material spreader control. The spreader control shall be a programmable microprocessor. *The control is to be capable of operation* In open or closed loop or manual modes via a front panel switch. The control shall have the capacity of handling six products. Blast button with timer. Rotary selective knobs for spinner speed and auger application rate. Ground speed interrupt for use in automatic mode. Communications port for data retrieval. On screen programming Pre-wetting capabilities by hydraulic or electronic pumps integrated into the control. AVL via GPS capability with optional equipment. Up to 8 hours of Mechanic and Operator training.

CONTROLS:

Full CAN system controls with diagnostics. Control Guard single grip control console. Three axis fully proportional joy stick multiplexed with safety dead-man switch, plug-in wiring with color coded and numbered circuit board. Full relay protection with circuit breakers one piece TPE jacketed wire harness per separate functions. 80 amp master relay Control wiring isolated from chassis wiring. Three years manufacturers material defect warranty on joystick. Controller shall be mounted inside the console with the circuit board. Utilize stainless steel tubing to run hydraulic functions to the rear. The hydraulic system will be plumbed to SAE standards with no black or iron pipe connections or components. National Pipe Thread connections are allowed at the reservoir provided they are dry seal type and sealed with liquid sealant.



Pressure lines to be SAE100-R16, Return lines to be SAE100-R1, Suction line to be SAE100-R4. Main pressure line from front pump to control valve to be two pieces with JIC connection connecting the two halves within one foot of front axle for ease of maintenance. All hoses to be supported every 24" minimum by rubber covered, stainless steel, bolt type clamps. Hoses run to rear will be attached to a steel or stainless flat stock structure dedicated for securing body company add on plumbing and electrical. No add on plumbing is to be secured to chassis air or electrical lines. Return lines to be combined at a machined manifold with O ring porting. Return configuration to allow one return hose to the return filter. Conveyor and spinner couplers to be stainless steel with dust covers. Coupler halves to be reversed for ease of hook up. A 2.0" full flow ball valve to be included in the suction line at the tank. A solenoid valve will be included on the pump pressure to shut off flow in the event of a low oil condition to allow the truck to be driven to a maintenance garage. Connectors used for all hydraulic and sensor functions shall be rated minimum IP-68 for exclusion of water. Connectors used for all add on wiring for accessory devices will be soldered and sealed with Polyolefin dual wall heat shrink with moldable sealant. Spade connectors are allowed internal to the vehicle cab provided they are the fully insulated type and assembled with no bare conductor visible. Preferred exterior connectors include M12 with O-ring and Delphi-Packard Weatherpak. All exterior wiring connections will include an application of NYK-77 (or equal) dielectric compound regardless of mounting location.

BODY LIGHTING:

Body marker, stop/turn/tail, backup, and strobe lights are to be LED. There shall be 4 amber flush mount strobe lights mounted outside the rear corner posts, 2 in each front corner of the cabshield (one facing to the side and one to the front), 2 in each lower side rub rail. Rear lights shall be flush mounted in a stainless steel wedge-shaped protective box, solid welded outside the rear corner posts. Amber lights shall be on top and bottom, with first STT then backup lights below. Stop/turn/tail, backup, and amber lights shall be oval shaped, with polycarbonate lens and sealed housing, rubber grommet mount. Led lights are to include projection optics to magnify and concentrate the light at the center point to provide the maximum signal, reflectors to aim and focus the light at the edges, and lens diffusion optics to drive light at wider angles than FMVSS requirements. 2 scraper and 2 rear work lights to be 1500W LED with aluminum powder coated housing. Maximum 3.25 amp current draw. There shall be a sealed junction box at the curbside rear of the body, with an IP56 waterproof rating, to connect all added electrical components. Harnesses shall connect to junction box with Duetsch sealed connectors. All wiring to be GXL cross-linked polyethylene, abrasion, heat & flame resistant. All connection points to accessory items to be Amp Sure Seal connectors. All connections to chassis electrical system will use OE required connectors. Replacing factory-supplied connectors is not acceptable.



All wiring shall be nylon braided to the terminating connectors, for abrasion resistance and to resist tampering with wiring. A wiring diagram showing the numbered circuits shall be supplied for each truck.

Switches: Use chassis provided switch pack for all switches.

RADIUS DUMP SPREADER BODY, TANDEM AXLE TRUCK:

This specification shall describe a Henderson Munibody multipurpose combination dump/spreader body.

Capacity to be 8.3 cubic yards struck without sideboards.

Inside length 14'.

The inside of the body shall be 96" wide to maximize capacity and lower the center of gravity of the unit.

Side height of 36 inches maximum.

Tailgate height of 48 inches.

Headsheet height of 60 inches with internal doghouse.

One piece sides and floor which incorporates a 6" floor to side radius. The floor slopes 35 degrees to the conveyor to facilitate self-cleaning of the body without raising. A body with any portion of the floor that is flat is NOT acceptable due to poor cleanout. Headsheet and one-piece sides to be 7 gauge 201 Stainless Steel. Headsheet shall be vertical. Headsheets which are sloped to accommodate the hoist are NOT ACCEPTABLE.

10 ga. 201SS boxed top rail seamless and sloped inward to shed debris. This design is critical to providing the specified 96" body width while maintaining a low center of gravity when fully loaded. 4" wide side board pockets.

12"x 4-3/4" 7 ga. 201 Stainless steel rear corner posts are tied into a 12" rear apron formed from 7 ga. 201 Stainless Steel. Further reinforcement is provided by a 1/4" 201SS Stainless Steel plate that helps prevent flexing in this critical area and strengthens the tailgate latch assembly. 201 Stainless Steel Integral fenders shall be continuously welded and positioned over wheels of truck chassis. Continuous welds required.

201SS 22" x 84" 7 gauge cab shield. Full length stainless steel side boards.

10" truck frame to body floor height for lower center of gravity and lower mounting height. 7 gauge 201SS formed inner/ 10 gauge 304SS formed outer longills. 1/4" AR400, (190,000 PSI yield, 200,000 PSI tensile strength, Brinnell Hardness of 400), conveyor floor. Body integrated 201 Stainless Steel 15" spreader apron. Conveyor extends 12" beyond tailgate to prevent free flow of granular material. Dual auger conveyor with top screens. Hydraulic inter-lock auger shut-off system to shut auger down when cover grates are opened—interlock plumb at factory. There shall be an integral speed feedback sensor in the conveyor motor. Extend front bearing grease tubes to rear. Seal saver on spinner motor. Spinner assembly must be adjustable left to right, front to back, and up and down to assure accurate placement of material on spinner disc to facilitate control of spread pattern. Front of the spinner baffle is adjustable for protection of chassis undercarriage 20" diameter poly spinner disc to have 6 formed vanes. Summer use 1/4" AR400 auger cover, slide in, pin in place.



Spinner hydraulic motor shall mount directly on top of spinner disc. Motor shall be enclosed in a removable material shedding protective cover. Bottom-mount motor or drive shaft with bearings not acceptable.

TAILGATE

7 ga. 201 stainless steel tailgate sheet.

Full perimeter 201 stainless steel boxing with all horizontal edges sloped outward. Tailgate must be double acting (NO EXCEPTIONS)

Shall have two (2) 10 ga. 304 stainless steel sloped horizontal braces that are flush with perimeter boxing. 7 gauge 201 stainless steel 12" x 26" rear feed gate operates perpendicular to floor. Sloped-in feed gates NOT acceptable.

Dual brake chamber air tailgate latches (one on each side) with over center linkage. Pivot shafts include stainless steel bushings to eliminate seizing.

Tailgate latch rods that extend the length of the body or have a cross shaft are not acceptable

HOIST

Front mounted telescopic hoist with small internal doghouse (maximum 12" deep). Single cylinder, trunion mount (inverted cylinder not acceptable).

Wear and corrosion resistant nitrided cylinder tubes Minimum two-year cylinder warranty. Connecting pivots to have replaceable greaseless composite bushings.

5 degree oscillating cylinder collar. Mud flaps in front of and behind rear tires.

REAR HINGE ASSEMBLY

6" x 8" x 1/2" structural angle

2" 303 Stainless Steel hinge pins connecting to 2-1/2" hinge blocks using replaceable greaseless composite bushings for a minimal pin-to-bushing clearance.

PAINT PREPARATION

Unit shall be bare metal only (unpainted) with non-201 stainless steel.

PREWET AND ANTI-ICE:

Rear prewet application slurry bar over dual auger under inverted V, and anti-ice stainless steel spray bars, capable of one, two, and three lane application. (2) poly liquid tanks, total capacity 460 gallons. To include prewet, anti-ice hydraulics and in-cab control.

TARP SYSTEM

Roll Rite fully automatic electric tarp system, or approved equal.

One piece enclosed spool assembly with a wind deflector mounted at front of cab protector for protection from loaders.

Direct drive, 12 volt electric ball bearing gear motor with hardened steel and bronze gears to roll up tarp. Gear motor to have 3 year warranty.

Tension bow to be provided to tuck front of tarp in behind cab guard to keep wind from getting under tarp. 30 degree elbows on tarp arms. 2-3/4" wide spiral torsion operated side pivot arms to pull tarp over load.



Switch to operate tarp, with indicator light on dash, reachable from inside cab or from ground. Tarp: Premium quality polypropylene 70% mesh.

SNOW PLOW HITCH/FRONT BUMPER:

Henderson low profile quick hitch.

Install with 12" structural channel front bumper, tapered at both ends.

Fill space between bumper and grill with stainless steel expanded mesh screen.

Provide one non-slip step below bumper on each side.

SNOW PLOW:

Henderson Hitch with "Level lift" design allows continuous level lift in any position quick hitch.

Height of moldboard must be 36"

Length of moldboard must be 10'

304 stainless steel rolled moldboard with eight (8) 1/2" x 3 1/2" ribs for extra strength and rigidity.

All welds must be continuous (skip welds not acceptable)

Bottom angle must be 4" x 4" x 3/4" with an additional 3.88" x 1.5" x 1/2" reinforcements between the cutting edge bolt holes.

Top moldboard angle must be constructed of 3-1/2" x 2-1/2" x 3/8" with holes to allow moisture to escape. Two (2) 3"x3"x1/4" horizontal braces for added rigidity.

A 3/4" plate is to be mounted on the angles to provide a 3 hole adjustment for compression trip springs. Attack angle must adjustable to approx. 5, 10, and 20
5/8" x 8" one piece cutting edge with AASHO punching-standard

TRIP ASSEMBLY

Full Trip edge with adjustable torsion.

Trip-Spring anchor plates are encased and continuous welded to the push frame providing greater strength.

Circle Frame and Push Tube:

Heavy Duty Push frame tube to be FULL WIDTH OF MOLDBOARD constructed of 4"x 4"x 3/8" square tube.

Five (5) moldboard to push frame pivot points with (4) 1-1/4" bushing pinning to two (2) 5/8" mounting ears with 1-1/4" diameter pins and (1) 6-1/2" center moldboard to push frame pivot point for a total of 11-1/2" of moldboard to push frame contact. Semi-circle constructed of 3-1/2"x 3-1/2"x 1/2" HR angle with 77.26" span at push-tube. Twin (2) 3" x 10" x 1-1/2" nitrided hydraulic reversing cylinders are double acting for heavy duty reversing. Reversing cylinders must be located above the circle frame and outboard mounted for increased protection against road debris and for ease of maintenance. Plow mounted cushion valve for reversing cylinders is standard.

Heavy duty rubber snow deflector.



UNDERBODY SCRAPER:

This unit shall be of heavy duty construction and all welds on the unit shall be continuous.

Moldboard shall be 10' in length

The moldboard shall be 1" thick x 20" height (40/50 Carbon Steel)

Moldboard offset & punched for standard cutting edge (AASHO top punched).

The reversing table shall be 1" thick and be of one piece construction

The reversing table shall be attached to the truck frame by a ¾" thick truck mount hanger plate. The reversing table center pin shall be 5" diameter. Two (2) double acting reversing cylinders with 4" bore, 12-1/2" stroke, 2" diameter nitrided rods.

The reversing cylinders shall be attached to the reversing table with 2" diameter 1045 cold rolled mounting pins. The scraper shall have unlimited scraper reversing angle of up to 45 degrees. One piece 5/8" formed steel hanger board.

Hold down blocks shall be 1" diameter and attached with 3 - 1" grade 8 bolts.

.375" polyurethane hold down wear pads shall be between the reversing circle

and hold down blocks. 96" long 2 ½" moldboard to hanger board hinge shaft

shall be supported by four (4) 2-1/2" diameter x 6-1/2" long 1045 cold rolled steel hinges with cross bolt retention. The hanger-board shall have folding "D" ring lift

eyes for ease of installation and there shall be two (2) lift cylinders and trip spring canisters. The cylinders shall be 3-1/2" bore x 9" stroke x 2" diameter nitrided

rods. The trip springs shall be .87" diameter wire x 5.88 O.D. x 18" long

All pivot points shall be greasable.

BOC HYDRAULIC TANK:

47 BOC RESERVOIR 7/7 GA STAINLESS STEEL, MTG CRADLE. OIL:

FLANGE FOR TANK-MT FILTER, SIGHT TUBE, CHROME BREATHER CAP, PORTS FOR OIL LEVEL, CASE DRAIN. MAGNETIC DRAIN PLUG. STEP ON DRIVERS SIDE ACCESABLE FROM TOP CHASSIS STEP, WITH GRAB HANDLE.

REAR SPINNER:

201 stainless steel Henderson Directcast spinner assembly or approved equal.

Spinner system shall be capable of being adjusted electronically in the cab to

spread from 1 lane left, center, or right; 2 lanes left or right; or up to 3 lanes at one time. The Direct Cast will utilize a traditional upper chute weldment with (4)

position height adjustment. Upper chute shall be constructed fully of 201 grade stainless steel. The material will then enter the focus chute which is constructed of 201 grade stainless steel. The rear side of the focusing chute shall have (2)

nozzles which provide capability to apply liquid to the granular product prior to

entering the spinner assembly for discharge. The focusing chute shall mount to

the spinner disc assembly via a pivoting collar. The collar shall allow the spinner

assembly to rotate left and right. Pivoting of the 201ss spinner assembly shall be

achieved through a single 1.5-6.5, 1.0 Double acting cylinder.



The pivoting cylinder shall have the capability to accept a linear transducer which will provide feedback to the in-cab controller on current position. The pivoting cylinder and transducer shall be designed so the transducer can be replaced without the need to the cylinder being replaced as well. The Direct Cast spinner disc shall be driven by a 4-bolt 2.8 CIR hydraulic motor. Spinner motor shall have an integral sensor capable of providing spinner disc feedback to the in-cab console. The spinner disc shall be constructed of poly urethane with integral formed fins. Fins shall be in a counter clockwise rotation. Diameter of disc shall be 24". The spinner disc shall be of a minimum of 90 durometer urethane. Control console shall be capable of controlling the dual function hydraulic control valve. It shall be capable of reading spinner motor speed sensor and pivoting cylinder linear transducer. The control console will have a spinner speed control switch, a cylinder position control switch, and an ON/OFF/CALIBRATE control switch. The control console will provide visual feedback of the spread pattern using a series of multi-colored LED's the console will operate with 12v DC power.

9 Foot side mount Patrol Wing

Henderson HWS 9' wing system, mounted on curb side behind cab, with heavy duty no trip moldboard, shock brace behind rear axles, cutting edge length is 9 foot, 5/8" X 8 inch top punch standard cutting edge. 10 gauge 32 inch tall straight curved moldboard with 6 inch flare on discharge end, moldboard center lift eye, 11 inch lift cylinder, with 4 inch heel lift cylinder. Amber warning light on rear discharge front and rear facing. Carbide curb guard installed, with Laser Line Guidance Laser model GL3000PMS guidance system installed on driver's side top of truck cab.

NJPA CONCTRACT #080114 PRICE INSTALLED: \$ 137,175.00

QUOTED BY: Jim Fountain cell # 810-620-0755 fax # 855-629-4643
Email: jfountain@knapheide.com



June 30, 2016

TO: Jim Fountain
Knapheide Truck Eq.
1200 S Averill Ave.
Flint Mi. 48503

RE: Authorized Henderson Products Dealer

Dear Customer,
This correspondence is to show that Knapheide Truck Eq. is the Authorized dealer for Henderson Products in Southeastern Michigan.

Regards,

A handwritten signature in blue ink, appearing to read "Ken Pasker Jr.", is written over a light blue circular stamp.

Ken Pasker Jr
Inside Sales Manager
Henderson Products, Inc.
PH: (800) 359-4970

cc:

Home > Cooperative Purchasing > Contracts - Fleet > Roadway Maintenance, Asphalt, Snow & Ice > Henderson Products Inc.



Henderson Products Inc.



Contract#: 080114-HPI

Category: Roadway Maintenance, Asphalt, Snow & Ice

Description: Snow/Ice Removal Equipment & Accessories

Maturity Date: 10/21/2018

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Henderson Products, Inc. is a leading manufacturer of heavy-duty truck equipment for the municipal and construction markets. With over 55 years of manufacturing and engineering excellence, Henderson has a wide variety of full-featured product lines: dump bodies, combination bodies, sand/salt spreaders, precision cast spinners, snow plows, hitches, wings, underbody scrapers, liquid application systems, live bottom bodies and professional grade brine making systems. Registered trademarks associated with Henderson Products, Inc. include: Henderson, MuniBody, SnowFoe, BlackBelt, First Response System & BrineXtreme. Sales, installation, service and parts may be coordinated through our nationwide distributor network (over 120 locations) or Henderson owned distribution centers.

Vendor Contact Info

Janet Tobin

Direct Phone: 563-927-7267

jtobin@hendersonproducts.com

www.hendersonproducts.com

Form G
Snow and Ice Handling Equipment with Related Accessories, Services, and Supplies

	Possible Points	Accu Steel Inc	Cargill Inc	Epoke North America Inc	Henderson Products Inc	Henke	Iron Hawk Industrial Distribution LLC	J.A. Larue Inc	Kennametal Inc	Loftness MacLean Specialized Farm Engineering & Marketing Company	M-B Companies Inc	Monroe Truck Equipment Inc	RPM Tech Inc	Somerset Welding & Steel	Teamco Inc	Tenco Industries Inc	Venture Products Inc	Viking Clives Midwest Inc	Wacker Neuson Sales America LLC	Wausau Equipment Company	Winter Equipment Co	
Conformance to Terms/ Conditions to Include Documentation	50	41.25	42.50	43.75	42.50	25.00	38.75	42.00	42.00	41.25	39.25	40.00	41.00	42.00	41.25	38.75	44.00	41.75	37.50	38.75	43.25	42.00
Pricing	400	293.75	302.50	291.25	312.50	261.25	282.50	287.50	291.25	281.25	277.50	268.75	281.25	298.75	282.50	285.00	332.50	288.75	292.50	276.25	323.75	255.00
Financial, Industry and Marketplace Successes	75	57.50	62.50	65.00	52.50	53.75	55.00	57.50	63.25	52.50	57.50	64.50	49.00	62.50	60.00	56.25	63.00	62.50	63.50	61.25	68.50	57.50
Bidder's Ability to Sell/ Service Contract Nationally	100	77.50	81.25	78.00	83.75	52.50	72.50	75.00	78.75	62.50	67.00	63.75	75.00	71.25	50.00	61.25	85.75	61.25	57.50	65.00	84.25	80.00
Bidder's Marketing Plan	50	38.75	41.25	31.75	38.75	27.00	37.50	40.00	38.75	37.50	40.00	33.00	36.25	34.50	35.00	36.25	41.00	40.00	32.25	38.75	42.00	37.50
Value Added Attributes	75	60.00	67.50	65.00	61.75	50.50	58.25	62.50	61.25	53.75	51.25	58.75	60.00	61.25	55.00	58.75	63.25	51.25	60.25	57.50	62.00	63.75
Warranty Coverages and Information	50	41.25	35.00	42.50	41.00	36.25	33.75	42.50	41.25	43.00	40.00	39.25	38.75	42.00	37.50	41.25	42.50	37.50	40.50	35.00	40.75	40.75
Selection and Variety of Products and Services Offered	200	126.25	132.50	132.50	162.50	145.00	138.75	137.50	150.00	127.50	123.75	150.00	156.25	145.00	117.50	116.25	173.75	116.25	152.50	121.25	172.50	142.50
Total Points	1,000	736.25	765.00	749.75	795.25	651.25	717.00	744.50	766.50	699.25	696.25	718.00	737.50	757.25	678.75	693.75	845.75	699.25	736.50	693.75	837.00	719.00

[Signature]
 10/3/2014
 Gigget Line, CPPB, NJPA

[Signature]
 10/3/2014
 Tracy Plinske, NJPA

[Signature]
 10/3/2014
 Keith Hanson, CPA, NJPA

[Signature]
 10/3/2014
 Jonathan Yahn, JD, NJPA

[Signature]
 10/3/2014
 Gregg Meierhofer, CPPP, NJPA

10/3/2014



Formal Offering of Proposal
(To be completed Only by Proposer)

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: HENDERSON PRODUCTS INC Date: AUG 6 2014

Company Address: 1085 SOUTH 3RD STREET PO BOX 40

City: MANCHESTER State: IA Zip: 52057

Contact Person: GLENN BECK Title: VP SALES & MARKETING

Authorized Signature (ink only):  GLENN BECK
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

HENDERSON PRODUCTS, INC.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Handwritten Signature]
NJPA Executive Director

Dr. Chad Corvette
(Name printed or typed)

Awarded this

21st day of October, 20 14

NJPA Contract Number # 080114-HPI

NJPA Authorized signature:

[Handwritten Signature]
NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this

21st day of October, 20 14

NJPA Contract Number # 080114-HPI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Henderson Products Inc

Vendor Authorized signature:

[Handwritten Signature]

Glenn Beck

(Name printed or typed)

Title: VP Sales & Marketing

Executed this

23rd day of October, 20 14

NJPA Contract Number # 080114-HPI

Henderson
MUNIBODY
MUNICIPAL COMBINATION BODY



The Hybrid Spreader/Dump Body that Works Year Round

All photos shown with optional equipment.



MUNIBODY^{FF}

HEAVY-DUTY COMBINATION BODY

The flat floor MUNIBODY[®] is the champ when you're looking for maximum hauling capacity. This versatile body delivers the lowest center of gravity in the combination body class, is a year round work horse and is designed for use with class 6-8 chassis. The flat floor MUNIBODY[®] successfully bridges the gap between dump and combination bodies. Ask about our Hi-Tech Wedge Tank™ option for liquid application capabilities: anti-ice, slurry, pre-wet and precision cast.

LIQUID CAPABILITIES

10' BODY LENGTH 520 GAL. MAX

16' BODY LENGTH 900 GAL. MAX

**ANTI-ICE
SLURRY
PRE-WET**

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
10' to 16'	36", 44" or 52"	52" or 60"	48", 56" or 62"	7.9/10.6 to 18.4/22.6	72" to 156" CA/CT



MUNIBODY^{22°}

HEAVY-DUTY COMBINATION BODY

The MUNIBODY[®] 22° is quite possibly the most well-rounded combination body on the market. It offers high capacity hauling, self-cleaning design, has a very low center of gravity and easily handles a wide range of material. Designed for use with class 7-8 chassis, this model is perfect for most common municipal tasks. Be sure to inquire about adding liquid and precision cast capabilities.

LIQUID CAPABILITIES

10' BODY LENGTH 150 GAL. MAX

17' BODY LENGTH 300 GAL. MAX

**ANTI-ICE
SLURRY
PRE-WET**

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
10' to 12'	36"	60"	48"	6.1/8.7 to 7.5/10.7	84" to 108" CA
12' to 17'	36"	60"	48"	8.3/11.7 to 11.2/15.7	108" to 156" CT



MUNIBODY^{35°}

HEAVY-DUTY COMBINATION BODY

The MUNIBODY[®] 35° was specifically designed for optimal handling of sticky or wet material. It too maintains a low center of gravity, offers ample hauling capacity, is self-cleaning, handles a wide variety of material and works with class 7-8 chassis. If you work with stubborn materials on a regular basis, look no further. The MUNIBODY[®] 35° design also provides added space for increased liquid capacity. Be sure to inquire about adding liquid and precision cast capabilities.

LIQUID CAPABILITIES

10' BODY LENGTH 230 GAL. MAX

17' BODY LENGTH 460 GAL. MAX

**ANTI-ICE
SLURRY
PRE-WET**

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
10' to 12'	36"	60"	48"	5.4/8.0 to 6.6/9.7	84" to 108" CA
12' to 17'	36"	60"	48"	7.2/10.6 to 9.6/14.2	108" to 156" CT



MUNIBODY^{III}

MEDIUM-DUTY COMBINATION BODY

Small, but mighty, the MUNIBODY[®] III brings big truck capabilities to class 6-7 chassis. This combination body is ideal for mid-size trucks looking to do more with less. This model is feature rich and shares a number of key attributes with its larger counterparts: low center of gravity, self-cleaning, ample hauling capacity and works year round. It's the perfect solution for mid-size fleets looking to tackle everyday municipal tasks, while also improving severe weather reaction times. Be sure to inquire about adding liquid capabilities.

LIQUID CAPABILITIES

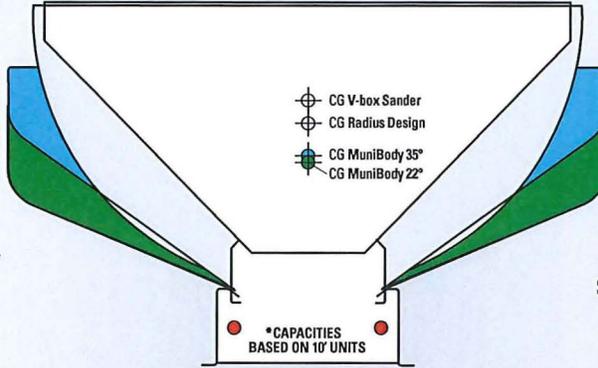
8 to 11' BODY LENGTH 60 GAL. MAX

PRE-WET

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
8' to 11'	25"	53"	29"	3.0/4.0 to 4.2/5.5	60" to 84" CA

22° & 35° MULTIPURPOSE BODY COMPARISON
Center of Gravity

- V-box Sander
Capacity: 5.6 cy struck*
- Radius Design
Capacity: 7.25/8.65 cy struck*
- Henderson MuniBody 35°
Capacity: 6.0/8.8 cy struck*
- Henderson MuniBody 22°
Capacity: 6.8/9.7 cy struck*
- Henderson Exclusive
Full-length, heavy-duty boxed construction and interior side beams increase the strength & integrity of the 22° and 35° MuniBody sides.



MUNIBODY^{35°}



SIDEBORD POCKETS

SELF-CLEANING TOP RAILS

MUNIBODY^{22°}

CONVEYOR OPTIONS



DUAL AUGER

BELT-OVER-CHAIN

CHAIN STANDARD

CHAIN BAR EVERY LINK

MUNIBODY 22° & 35° DIMENSIONS & CAPACITY CHART

LENGTH	TRUCK CHASSIS	INSIDE WIDTH	SIDE HEIGHT	HEADSHEET	TAILGATE	CAPACITY		HOIST (single acting)	
						22° CAPACITY SIDES/ENDS (cu. yd.)	35° CAPACITY SIDES/ENDS (cu. yd.)	TYPE	CLASS (NTEA)
9/10' *	84" CA	95-5/8"	36"	60"	48"	6.1/8.7	5.4/8.0	CS-90-4-3	40
10'	84" CA	95-5/8"	36"	60"	48"	6.8/9.7	6.0/8.8	CS-90-4-3	40
10/11' *	96" CA	95-5/8"	36"	60"	48"	6.8/9.7	6.0/8.8	CS-90-4-3	40
11'	96" CA	95-5/8"	36"	60"	48"	7.5/10.7	6.6/9.7	CS-90-4-3	40
11/12' *	108" CA	95-5/8"	36"	60"	48"	7.5/10.7	6.6/9.7	CS-110-5-3	70
12'	108" CA	95-5/8"	36"	60"	48"	8.3/11.7	7.2/10.6	CS-110-5-3	70
12/13' *	108" CT	95-5/8"	36"	60"	48"	8.3/11.7	7.2/10.6	CS-110-5-3	70
13'	108" CT	95-5/8"	36"	60"	48"	9.0/12.7	7.8/11.5	CS-110-5-3	70
13/14' *	120" CT	95-5/8"	36"	60"	48"	9.0/12.7	7.8/11.5	CS-130-6-3	70
14'	120" CT	95-5/8"	36"	60"	48"	9.7/13.7	8.4/12.4	CS-130-6-3	70
14/15' *	132" CT	95-5/8"	36"	60"	48"	9.7/13.7	8.4/12.4	CS-130-6-3	70
15'	132" CT	95-5/8"	36"	60"	48"	10.4/14.7	9.0/13.3	CS-130-6-3	70
15/16' *	144" CT	95-5/8"	36"	60"	48"	10.4/14.7	9.0/13.3	CS-150-6-4	80
16'	144" CT	95-5/8"	36"	60"	48"	11.2/15.7	9.6/14.2	CS-150-6-4	80
16/17' *	156" CT	95-5/8"	36"	60"	48"	11.2/15.7	9.6/14.2	CS-150-6-4	80

NOTE: * indicates external doghouse, installations require an extra 12" of frame rail and may alter CA/CT requirements. Optional 6" or 12" weld-in sides are available for added capacity.

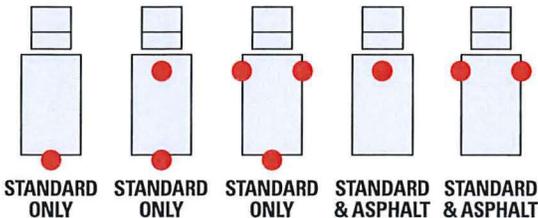
FOLD-UP SIDE LADDER
OPTIONAL

LIQUID TANKS
OPTIONAL

PLATFORM FENDERS
OPTIONAL

FULL-DEPTH REAR CORNER POSTS

MATERIAL DISCHARGE OPTIONS



TOP VIEW OF TRUCK

Select from three distribution points or in combination

MUNIBODY 22° & 35° ASPHALT REAR OPTION



CAB SHIELD
OPTIONAL



TAPERED TAILGATE
OPTIONAL



TELESCOPIC HOIST

Trunnion-mounted telescopic hoist has nitrided cylinder rod for extended wear. (No doghouse.)

FULL-WIDTH CRADLE ASSEMBLY

Cleans up the installation of the hoist, hydraulic reservoir and valve enclosure. (Not available with internal doghouse option.)



FRONT FEED GATE LEVER

Quick-pin adjustable for positive, precise material flow. Easily accessible from driver's side.



REAR HINGE ASSEMBLY

Constructed of 6" x 8" x 1/2" structural angle to reduce twisting. Stainless steel 2" pins connect through 2-1/2" hinge blocks with greaseless composite bushings. (Greaseable pins optional.)



BERM CHUTE

Capable of delivering material to driver's side or passenger's side for shouldering.



FRONT CROSS-CONVEYOR

Deliver's material to the driver's and/or passenger's side for distribution onto the road.



ANTI-ICE SPRAY BAR
OPTIONAL

BOLT-ON OR WELDED-ON REAR APRON



Upgrade to

DIRECT CAST™

Precision cast with in-cab on-the-go directional control.



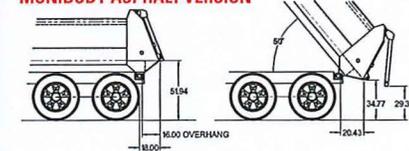
STS



CONVENTIONAL BODY WITH ASPHALT LIP



MUNIBODY ASPHALT VERSION

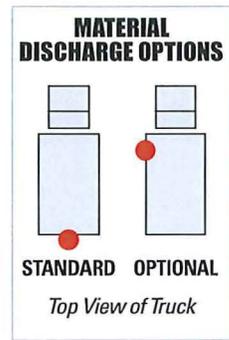
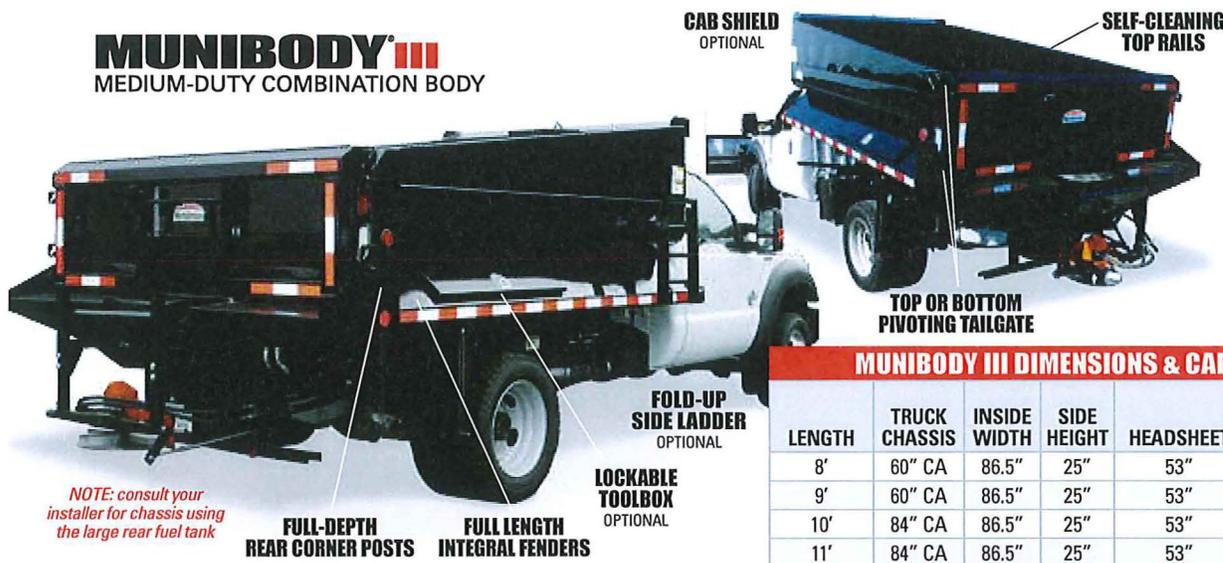


At a 50° dump angle, a MUNIBODY® with the optional asphalt rear end improves ground clearance by 8"-10" over conventional asphalt lips. In addition, this design nearly doubles the body's reach into a paver's hopper.

- Eliminates conventional asphalt lips and their mess.
- Easily clears most pavers and seal coat lay down machines at full dump angle.
- Pull way from paver without the need to lower the body.
- Sloped tailgate quickly and easily pinches off partial loads.
- Tailgate uses an elevated and positive latch mechanism.

MUNIBODY^{III}

MEDIUM-DUTY COMBINATION BODY



MUNIBODY III DIMENSIONS & CAPACITY CHART

LENGTH	TRUCK CHASSIS	INSIDE WIDTH	SIDE HEIGHT	HEADSHEET	TAILGATE	CAPACITY SIDES/ENDS (cu. yd.)
8'	60" CA	86.5"	25"	53"	29"	3.0/4.0
9'	60" CA	86.5"	25"	53"	29"	3.4/4.5
10'	84" CA	86.5"	25"	53"	29"	3.8/5.0
11'	84" CA	86.5"	25"	53"	29"	4.2/5.5

MUNIBODY [®] OPTIONS	FF	22°	35°	III
CONSTRUCTION <i>Mild steel, stainless steel, AR400 or mix</i>	■	■	■ ✓	■
FLOOR CONSTRUCTION <i>AR400 or stainless steel</i>	■	■	■	■
FLOOR COVER - Mild steel or stainless steel	■	■	■	■
HOIST - Single or double-acting	■	■	■	Single-acting only
DOGHOUSE - Internal or external	■	■	■	■
CONVEYOR SYSTEM <i>Chain (standard or bar every link), belt-over-chain or dual auger</i>	■	■	■	Chain or Belt-Over-Chain
FRONT CROSS-CONVEYOR <i>14" chain or 20" belt-over-chain</i>	■	■	■	■
CONVEYOR OILING SYSTEM	■	■	■	■
FULL-WIDTH CRADLE ASSEMBLY <i>Clean mounting of hoist, hydraulic reservoir and valve enclosure (not available with internal doghouse)</i>	■	■	■	■
CAB SHIELD	Width: 78", 86" or 90" Extension: 16", 22", 30" or 40" Smooth, V-crimp or Weld-on	Width: 78" or 84" Extension: 16", 22", 32" or 40"	Width: 78" or 84" Extension: 16", 22", 32" or 40"	Width: 78" or 84" Extension: 12", 16", 22" or 32"
SIDE WALL BRACING	■	■	■	■
STEEL SIDEBARDS - Straight or sloped	■	■	■	■
SLOPED SIDES	■	■	■	■
LIQUID TANK(S)	■	■	■	■
HI-TECH WEDGE TANK SYSTEM	■	■	■	■
ANTI-ICE SPRAY BAR <i>Coverage up to 3 lanes</i>	Available on Hi-Tech Wedge Tank System	■	■	■
INTERNAL SLURRY SPRAY BAR <i>Available with dual auger conveyor only</i>	■	■	■	■
ASPHALT REAR END <i>Front discharge only (NOT available with dual auger conveyor)</i>	■	■	■	■
TOOLBOX	■	■	■	■
FENDERS - Dirt shedding or platform	■	■	■	■
TOP GRATE SCREENS - Optional or standard with dual auger conveyor	■	■	■	■
FOLD-UP SIDE LADDER	■	■	■	■
LIGHTING	■	■	■	■
TAILGATE - Standard or high lift	■	■	■	Standard only
BERM CHUTE	■	■	■	■
BASIC SPINNER ASSEMBLY <i>Poly or stainless steel</i>	■	■	■	■
DIRECT CAST - Spinner assembly upgrade	■	■	■	■

*NOTE: The above chart covers a majority of the available options when personalizing your MUNIBODY[®]

© Henderson Products, Inc., a division of Douglas Dynamics, L.L.C., reserves the right in pursuit of continuous product improvement to change specifications used herein. As a custom manufacturer of truck bodies, truck equipment and brine systems, additional product options may be available that are not shown here.



1085 S. Third St., P.O. Box 40, Manchester, IA 52057
Toll Free: (800) 359-4970
www.hendersonproducts.com



HP-006 5M 02/15

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve the purchase of tax foreclosed parcels of real property situated in the city of Sterling Heights from Macomb County (Total cost to purchase of \$22,323.36).

Submitted By: City Development Department

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

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 – Pursuant to §78m of the General Property Tax Act, being MCL 211.78m, the city of Sterling Heights has the option of purchasing parcels of property situated within the city that have been foreclosed by Macomb County for nonpayment of real property taxes after the state of Michigan has elected not to acquire these properties by exercise of its right of first refusal annually in July. The city is required to pay the delinquent real property taxes on the tax foreclosed parcels of property and, in accordance with Macomb County’s policies, must acquire every tax foreclosed parcel that is available in the city in 2016.

In July, 2016, Macomb County notified the city of eight vacant parcels of property that were available for purchase. All of these parcels were foreclosed in March, 2016 by Macomb County in accordance with state law due to delinquent 2013 and prior years’ real property taxes.

Recommendation – The City Development Department has reviewed tax foreclosed parcels of property and is recommending that the city proceed to purchase them at a total cost of \$22,323.36. The eight tax foreclosed parcels are listed below:

1. 6400 Sterling South (PIN 10-10-33-301-002)
2. 11355 East 115 Mile Road (PIN 10-10-27-480-064)
3. 8684 Plumbrook Road (PIN 10-10-15-377-006)
4. 41360 Utica Road (PIN 10-10-10-405-015)
5. 41340 Utica Road (PIN 10-10-10-405-016)
6. 41320 Utica Road (PIN 10-10-10-405-017)
7. 41300 Utica Road (PIN 10-10-10-405-018)
8. 2355 19 Mile Road (PIN 10-10-06-352-010)

The city is acquiring the tax foreclosed parcels of property for use for a variety of public purposes into the future. Because all of the tax foreclosed parcels being acquired are vacant, the city will not incur any eviction costs to secure possession from anyone occupying the subject premises. Under applicable Michigan law, the city is authorized to dispose or sell properties that it does not intend to use, and based upon current market conditions, the city anticipates that the sale proceeds from parcels which the city may dispose of or sell will likely defray all of the costs of acquisition.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the purchase of eight tax foreclosed parcels of real property situated in the city of Sterling Heights from Macomb County at a cumulative cost of \$22,323.36, and authorize the City Manager to sign all documents required in conjunction with this approval on behalf of the city.



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUL 14 2016

City Clerk's Use
Item No: 3-H
Meeting: 07/19/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To approve final payment in the cumulative amount of \$21,250.00, plus interest on retainage, for Clinton River Corridor Tree Removal, City Project #15-278

Submitted By: City Development Department

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

Administration (initial as applicable)

Attachments

Table with columns for Administration (initials) and Attachments. Rows include City Clerk, Finance & Budget Director, City Attorney, City Manager, Resolution, Ordinance, Contract, Minutes, Plan/Map, Other, and Final Estimate, Notification List.

Executive Summary:

At the February 16, 2016 regular meeting, City Council awarded the bid for City Project #15-278, Clinton River Corridor Tree Removal, to Ken Jackson Cleanup, Inc. in the amount of \$300,000. The scope of work included the removal of trees leaning over the Clinton River, tree felling and brush clearing, to provide river access to contractors completing future habitat and restoration projects.

All of the foregoing work has been satisfactorily completed and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety. Attached is the Final Estimate for the subject project. Recommendation is being made to approve final payment to Ken Jackson Cleanup, Inc. in the amount of \$21,250.00, plus interest on retainage, for Clinton River Corridor Tree Removal, City Project #15-278.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve final payment to Ken Jackson Cleanup, Inc., 2873 Leach Road, Rochester Hills, MI 48309, in the amount of \$21,250.00, plus interest on retainage, for Clinton River Corridor Tree Removal, City Project #15-278.

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

**CITY OF STERLING HEIGHTS
STAFF REPORT
July 19, 2016**

RE: Final Payment - Clinton River Corridor Tree Removal, City Project #15-278

Prepared By: Jason Castor, City Development Manager

(586) 446-2720

GENERAL INFORMATION:

At the February 16, 2016 regular meeting, City Council awarded the bid utilizing unit pricing for the subject City project in an amount up to \$300,000. This project is funded 100% through a \$4.5 million grant awarded by the U.S. Environmental Protection Agency (EPA). The project was divided into two components for timing and completion purposes:

- The first component of City Project #15-278 focused on the remediation of the banks of the Clinton River within the project area. The scope of work included the removal of trees leaning over the Clinton River, tree felling and brush clearing, to provide river access for future habitat and restoration projects.
- The second component of City Project #15-278 focuses on general contractor services to complete channel morphology enhancements, including creation of riffle-pool sequences, woody debris management, bank stabilization, multi-stage channel development, invasive species control and native species planting. Construction is set to begin early July.

TECHNICAL INFORMATION:

The final contract price of \$272,885.00 is less than the anticipated \$300,000 cost for Clinton River Corridor Tree Removal by 9.04%. Remaining unused funds allocated for tree removal will be utilized in the second component of this project.

STAFF ANALYSIS AND FINDINGS:

All work has been successfully completed on the subject project and the contractor has submitted the necessary Contractor's Declaration, Contractor's Affidavit, and Consent of Surety.

STAFF RECOMMENDATION:

The City Development Department recommends that final payment be approved to Ken Jackson Cleanup, Inc., 2873 Leach Road, Rochester Hills, MI 48309, in the cumulative amount of \$21,250.00, plus interest on retainage, for the Clinton River Corridor Tree Removal, City Project #15-278.

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

NOTIFICATION LIST

Ken Jackson Clean-up
2873 Leach Road
Rochester Hills, MI 48309



CONSULTING ENGINEERS SINCE 1915
HUBBELL, ROTH & CLARK, INC.

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

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

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

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

June 20, 2016

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

Attention: Jason Castor, City Development Director

Re: Progress Estimate No. 2 - Final
 Clinton River Corridor Tree Removal

HRC Job No. 20140731
 City Project No. 15-278

Dear Mr. Castor:

We hereby certify that your Contractor, Ken Jackson Clean-up, has completed work on the subject project, through April 30, 2016, as follows:

Item	Quantity	Unit	Unit Price	Authorized Qty to Date	Total Cost
1. Mobilization (Max 5% of Bid Price)	1	LS	\$5,000.00	1.00	\$5,000.00
2. Tree Removal (8"-18" Dia.)	200	EA	\$200.00	833	\$166,600.00
3. Tree Removal (19"-36" Dia.)	60	EA	\$300.00	181	\$54,300.00
4. Tree Removal (>36" Dia.)	20	EA	\$600.00	41	\$24,600.00
5. Stump Removal (up to 36" Dia)	10	EA	\$100.00	0	\$0.00
6. Bank Clearing	15,000	LFT	\$2.00	0	\$0.00
7. Clearing	5	AC	\$3,000.00	0.80	\$2,385.00
8. Staging and Restoration	1	LS	\$20,000.00	1.00	\$20,000.00
SUBTOTAL					\$272,885.00
Total Amount To Date					\$272,885.00
Less Retainage					\$0.00
Less Prior Estimates					\$251,635.00
Total Amount Due - Progress Estimate No.2 (Final)					\$21,250.00

We recommend payment on Progress Estimate No. 2 in the amount of \$21,250.00 to your Contractor, Ken Jackson Clean-up, as payment for progress through April 30, 2016.

The Contractor's Declaration, Certified Payrolls, Request for Payment and Consent of Surety have been provided by the Contractor and are included with this Pay Estimate. If you have any questions please do not hesitate to contact our office.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



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

JC/jc

Attachment

pc: Sterling Heights; A. LaClair, B. Bashaw
Ken Jackson Clean-up
HRC; M. MacDonald, File

TOTAL CONTRACT AMOUNT \$300,000.00 Max Retainage = 5% of \$300,000.00 = \$15,000.00
--

APPROVED FOR PAYMENT

BY  _____

DATE 7/1/16 _____

45700700988278

GID# EPA-2016

KEN JACKSON CLEAN-UP INC.

2873 LEACH ROAD ROCHESTER HILLS, MI 48309

PHONE 248-852-1430 FAX 248-852-8748

Email: info@jacksoncleanup.com

City Of Sterling Heights
40555 Utica Rd
Sterling Heights, MI 48313

6/15/2016

Clinton River Corridor Tree Removal: Job# 15-278

To whom it may concern:

Please accept this letter as our written request for payment for the work performed at Clinton River per Contract # 15-278, dated February 16th 2016 between Ken Jackson Clean-Up, Inc. and the City of Sterling Heights in the amount of \$21,250.00. The requested amount is for the remaining balance for all labor, materials and work completed from February 29th 2016 through March 31st 2016 which includes Tree Removal, Mobilization, Clearing, and Staging. This amount is in agreement with the final quantities given by HRC and are the correct totals that we have on record.

If you require any additional information, please feel free to contact our office at 248-852-1430; or Contact Ken Jackson at 248-709-5599.

Sincerely,



Kenneth H. Jackson
President
Ken Jackson Clean-Up, Inc.
248-852-1430

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period February 16th 2016
to 24th May A.D., 2016, performed any work, furnished any material, sustained any loss, damage or
delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I
shall ask, demand, due for, or claim compensation from City of Sterling Heights

the Owner, or his agents, in addition to the regular items set forth in the contract numbered 15-278 and dated February 16th 2016
A.D., 2016, for Clinton River Corridor Project

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing
as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time
as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: 7/7/16
Company: Ken Jackson Clean up Inc.
By: *Kenneth H. Jackson*
Position: President

Y
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Consent of Surety to Final Payment

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

Bond No. 62656016

TO OWNER:

(Name and address)

City of Sterling Heights
40555 Utica Rd.
Sterling Heights, MI 48078

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

Clinton River Corridor Tree Removal

PROJECT:

(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the

WESTERN SURETY COMPANY, 333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604,

(Insert name and address of Surety)

SURETY, on bond of Ken Jackson Clean Up, Inc.

(Insert name and address of Contractor)

2873 Leach Rd., Rochester Hills, MI 48309,

CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to City of Sterling Heights

(Insert name and address of Owner)

40555 Utica Rd.
Sterling Heights, MI 48078,

OWNER, as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 15, 2016

(Insert in writing the month followed by the numeric date and year.)

WESTERN SURETY COMPANY

(Surety)



(Signature of authorized representative)

R. Miller, Ass't Sec.

(Printed name and title) Attorney-in-Fact

Attest:
(Seal):


D. Bult, Ass't Sec.

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62656016

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint R. Miller

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Ken Jackson Clean Up, Inc.

Obligee: City of Sterling Heights

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 15, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of June, 2016.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 15th day of June, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of June, 2016.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Business of the City Council
Sterling Heights, Michigan

DELIVERED JUL 14 2016

City Clerk's Use

Item No: 3-I

Meeting: 07/19/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To receive the lawsuit, Black Diamond Fireworks, LLC d/b/a Pro Fireworks vs. City of Sterling Heights, Macomb County Circuit Court Case No. 16-2309-CZ.

Submitted By: Office of the City Clerk

MC

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

Administration (initial as applicable)

Attachments

Table with 4 columns: Initials, Title, Attachment Name, and Attachment Type. 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

The Office of the City Clerk has been served with a summons and complaint in connection with the above-referenced lawsuit. A privileged and confidential attorney-client communication regarding this lawsuit has been provided to the City Council.

Because this is pending litigation against the City and based upon the advice of legal counsel, there will be no response to any question or comment regarding this case.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to receive the lawsuit, Black Diamond Fireworks, LLC d/b/a Pro Fireworks vs. City of Sterling Heights, Macomb County Circuit Court Case No. 16-2309-CZ.

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider adoption of a resolution authorizing the initiation of Circuit Court proceedings to abate public nuisances resulting from the cultivation of medical marihuana in residences (Presentation – Police Chief John Berg).

Submitted By: Sterling Heights Police Department

JB

Contact Person/Telephone: John Berg, Police Chief; 586/446-2810

Administration (initial as applicable)

Attachments

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

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

Executive Summary

Background - The Medical Marihuana Act ("MMA") as adopted in 2008 allows certain individuals registered with the State of Michigan to grow marihuana in enclosed, locked facilities, including residential homes, for medical use by (i) qualifying patients being treated for a debilitating medical condition, and (ii) by registered caregivers who have agreed to assist one or more qualifying patients.

Pursuant to the MMA, a qualifying patient may grow up to twelve (12) marihuana plants in his or her residence. Caregivers may grow up to seventy-two (72) marijuana plants for their qualifying patients in their residences, under certain circumstances.

The growing and cultivating of marihuana in these volumes can create persistent strong odors as marihuana plants mature, flower and are cultivated. These persistent and strong odors are reasonably offensive to many people, resulting in complaints of respiratory problems, and in cases where there is inadequate containment, ventilation, air filtration, electrical, and/or odor controls, can rise to the level of interfering unreasonably with the use of nearby properties, or the enjoyment of life and property in violation of Chapter 33, Section 33-2(G) of the City's Code of Ordinances.

In addition, the growth and cultivation of marihuana plants in these volumes can often cause structural damage and create unsanitary, dilapidated conditions so as to cause the property to be in violation of the City's Code of Ordinances.

In an effort to mitigate some of the potential adverse effects of residential cultivation of medical marihuana, the City adopted an ordinance requiring local registration and police, fire and code inspections in certain circumstances.

Impact of the MMA - Since the enactment of the MMA, the City has received an increase in complaints from property owners living adjacent to or in close proximity to residences actively cultivating medical marihuana. The affected residents report strong and noxious odors due to the increased cultivation of marihuana plants in residential homes. Further, the City has identified at least twelve (12) caregiver grow locations that have failed to register with the City Clerk. The City Clerk has sent notifications to these locations, notifying the property owners of their failure to comply with the City's registration requirements. It is estimated that there are many more caregiver grow locations operating in the City without registration.

Recommendation – While the MMA has effectively eliminated all local governmental regulation over the cultivation of medical marihuana in residences, the City can still address the effects that such activity has on the community. City Administration believes that, in some cases, immediate Circuit Court intervention will be necessary to abate the conditions generated by the residential cultivation of marihuana, especially where those conditions arise to the level of creating a public nuisance. In those circumstances where City personnel have determined, or have reasonable grounds to believe, that an odor emanating from a residential property as a result of the growing or cultivating of marihuana interferes unreasonably with the use of nearby property or the enjoyment of life and property, the City needs to expeditiously abate that public nuisance. This will be accomplished through a standing resolution of the City Council that authorizes the City Attorney to initiate Circuit Court action to bring a property into compliance under Section 11-144 of the City Code when:

(i) the Code Official has determined, or has reasonable grounds to believe, that marihuana is being grown or cultivated in such a manner as to violate the City Code of Ordinances constituting a nuisance, and

(ii) the City Manager, City Development Director, and the City Attorney have reviewed the facts and circumstances of the alleged violation and determined that such enforcement action is warranted.

Recommendation is being made that the City Council adopt the attached standing resolution.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to adopt the resolution authorizing the initiation of Circuit Court proceedings to abate public nuisances resulting from the cultivation of medical marihuana in residences.

RESOLUTION

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

Members Present: _____

Members Absent: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the Michigan Medical Marihuana Act (“MMA”) adopted in 2008 allows certain individuals to grow marihuana in enclosed, locked facilities (including residences) for medical use (i) by qualifying patients being treated for a debilitating medical condition, and (ii) by registered caregivers who have agreed to assist one or more qualifying patients; and

WHEREAS, the growth and cultivation of marihuana plants in enclosed, locked residential facilities often cause the emission of strong, persistent, noxious fumes and odors which are offensive to neighboring residents who often complain about the health impacts and nuisance effects of such marihuana cultivation activities in their residential neighborhood, and in other instances, can create hazardous conditions on the property that violate the City’s Code of Ordinances; and

WHEREAS, the City of Sterling Heights has received a dramatic increase in the number of complaints from neighboring property owners and residents about strong, noxious fumes and odors emanating from enclosed, locked residential facilities which are growing and cultivating marihuana plants onto their neighboring properties; and

WHEREAS, the Sterling Heights Code Enforcement Officers believe that such offensive fumes and odors constitute a condition which falls within the definition of “public nuisance” as defined in Section 33-2 (G) of Chapter 33 of the City Code, which includes conditions such as “dust, smoke, odors, and noxious fumes which interfere unreasonably with the use of nearby property or the enjoyment of life and property”; and

WHEREAS, Section 11-144 of the Sterling Heights Code of Ordinances authorizes the City, in accordance with procedures established by the City Manager and City Council, to proceed with the filing of an action in the Macomb County Circuit Court to compel a responsible party to bring a property into compliance with the provisions of the City Code if the Code

Enforcement Official has reasonable grounds to believe that a violation of the City Code exists in lieu of proceeding to a hearing before the Board of Ordinance Appeals; and

WHEREAS, the Sterling Heights Code of Ordinance provides that Circuit Court action may be brought in accordance with applicable Michigan law and shall provide the responsible party, after notice as required by law, an opportunity to be heard prior to any corrective action taking place, unless otherwise authorized by the Court; and

WHEREAS, it is currently necessary under Section 11-144 of the City Code for the City Council to adopt a separate resolution authorizing the City Attorney to initiate a Circuit Court Action to bring a particular property into compliance with the provisions of the City Code; and

WHEREAS, City Administration believes that it is necessary to be able to move more quickly to abate any public nuisances where the Code Enforcement Official has determined, or has reasonable grounds to believe, that fumes or odors emanating from an enclosed, locked residential facility growing and cultivating of marihuana are interfering unreasonably with the use of nearby properties, or the enjoyment of life and property of neighboring residents, and/or the growth and cultivation of marijuana in the residence is being conducted in such a way so as to violate the City's Code of Ordinances; and

WHEREAS, City Administration believes that in order to be able to more expeditiously abate any public nuisances caused by the growth and cultivation of marihuana in enclosed, locked residential facilities, it is advisable for the City Council to adopt a standing resolution authorizing the City Attorney to initiate Circuit Court action to bring a property into compliance under Section 11-144 of the City Code in certain circumstances.

NOW, THEREFORE,

BE IT RESOLVED, that the City Attorney shall be authorized to promptly file an action in the Macomb County Circuit Court seeking abatement of a violation of the City Code of Ordinances and such other relief deemed just and equitable where (i) the City Code Official has determined, or has reasonable grounds to believe, that marihuana is being grown or cultivated in such a manner as to violate the City Code of Ordinances constituting a nuisance, and (ii) the City Manager, City Development Director, and City Attorney have reviewed the facts and circumstances of any alleged violation and determined that such enforcement action is warranted.

BE IT FURTHER RESOLVED, that the City Manager shall file a report with the City Council pertaining to the initiation of any Circuit Court proceedings authorized by this Resolution within a reasonable time period following the initiation of such litigation.

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

CERTIFICATION

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

Mark Carufel, City Clerk

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider an amendment to the fiscal year 2016/2017 budget to appropriate tax increment finance revenues to support the Local Development Finance Authority District Improvements (Presentation – Denice Gerstenberg, City Development Director).

Submitted By: City Development Department

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

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

Background - In 2008, the City of Sterling Heights created the Local Development Finance Authority (LDFA). The impetus for this action was to assist the redevelopment of the former TRW site, commonly known as 34201 Van Dyke, by BAE Systems Land and Armament L.P. (BAE). While BAE did complete its state-of-the-art business development and engineering center in 2011, it did not seek reimbursement for any eligible expenditure that would have been paid from the City's capture of tax increment finance (TIF) revenues generated by the new investment. Consequently, with the City Council's approval of the Third Amended and Restated Development Plan and Tax Increment Finance Plan in May, 2016, the commitment to reimburse BAE was eliminated and reallocation of the captured TIF revenues for the benefit of the LDFA District was approved. At this time, the captured TIF revenues generated by the BAE project total \$447,000 and available capture from the Enterprise Park totals an additional \$153,000.

Proposal for LDFA District Improvements – It is important to recognize the economic importance of the LDFA District, which stretches from 14 Mile Road to M-59 and from Mound Road to Van Dyke. The LDFA District is home to most of the City's largest taxpayers and employers, including Ford Motor Company, General Dynamics, BAE, and FCA USA. The new Sterling Enterprise Park that is under development at the site of the former Sunnybrook Gold course is further testament to the critical importance of the LDFA District. With nearly one-third of the City's tax base comprised of commercial and industrial properties, it is not an overstatement to say that the financial health of the City is directly tied to the well-being of all of the companies located and doing business in the LDFA District.

Consequently, an investment in the LDFA District is a strategic investment. City Administration felt that TIF revenues being generated within the LDFA District are best used to revitalize, enhance and expand the industries that fuel the local economy. Towards this end, the LDFA awarded a contract to Hubbell, Roth & Clark,

Inc. in December 2015 to complete a LDFA/SMARTZONE District Enhancement Report (Report), developing a unique brand for the district and recommending district projects that would insure long-term growth and vitality.

A copy of the report is attached for review. Contributing to the Report were City staff, LDFA board members, and local business and industry leaders.

The Report recommends a number of improvements for the LDFA District. The initial investment will be to complete physical improvements that better identify and brand the LDFA District. There was broad support from all interested parties to enhance the LDFA District through the installation of branding elements, including new monument signage, street signage, and streetscapes. This initial project not only creates a defined LDFA District, it sets the stage for future projects that build upon the established brand.

Recommendation – An amendment to the fiscal year 2016/2017 budget is necessary in order to budget for the expenditure of the captured TIF revenues in support of the proposed improvements throughout the LDFA District.

Once the captured TIF revenues are appropriated by City Council, the LDFA board can bid a contract for project design and engineering with construction anticipated to begin in the spring of 2017.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve an amendment to the fiscal year 2016/2017 budget to appropriate \$600,000 of LDFA TIF revenues to account # 87700718 988280.



CITY OF STERLING HEIGHTS
**LDFA/SMARTZONE
DISTRICT**

ENHANCEMENT REPORT

JUNE 16, 2016

PREPARED BY



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L DFA/SmartZone District

In 2008 the City of Sterling Heights City Council strongly committed to the development / revitalization of local industrial properties and economic growth through the adoption of a resolution to provide for the operation of a Local Development Finance Authority (LDFA).

The Local Development Finance Authority was empowered to capture certain tax dollars and use them to revitalize, expand and grow the city's industrial district. A subsequent amendment to the LDFA Act provided for the creation of "SmartZones" which were designed to not only encourage partnerships between municipalities, universities and business but also to create clusters of technology businesses and research institutions throughout the state. A SmartZone could capture school taxes for property acquisition, infrastructure and business incubators. Revenue lost by schools from the program was returned to the school district by the State under this program.

Also in 2008, the Michigan Economic Development Corporation (MEDC), the city of Sterling Heights, and the Sterling Heights Local Development Finance Authority (LDFA) entered into an agreement to establish a SmartZone in Sterling Heights.

The LDFA and the SmartZone share the same boundaries, generally located in the central portion of the city with 14 Mile Road being the south boundary, Van Dyke the east boundary, Mound the west boundary, and M-59 the north boundary. A map depicting the district limits is included as Exhibit 1.

MAP OF LDFA/SMARTZONE DISTRICT

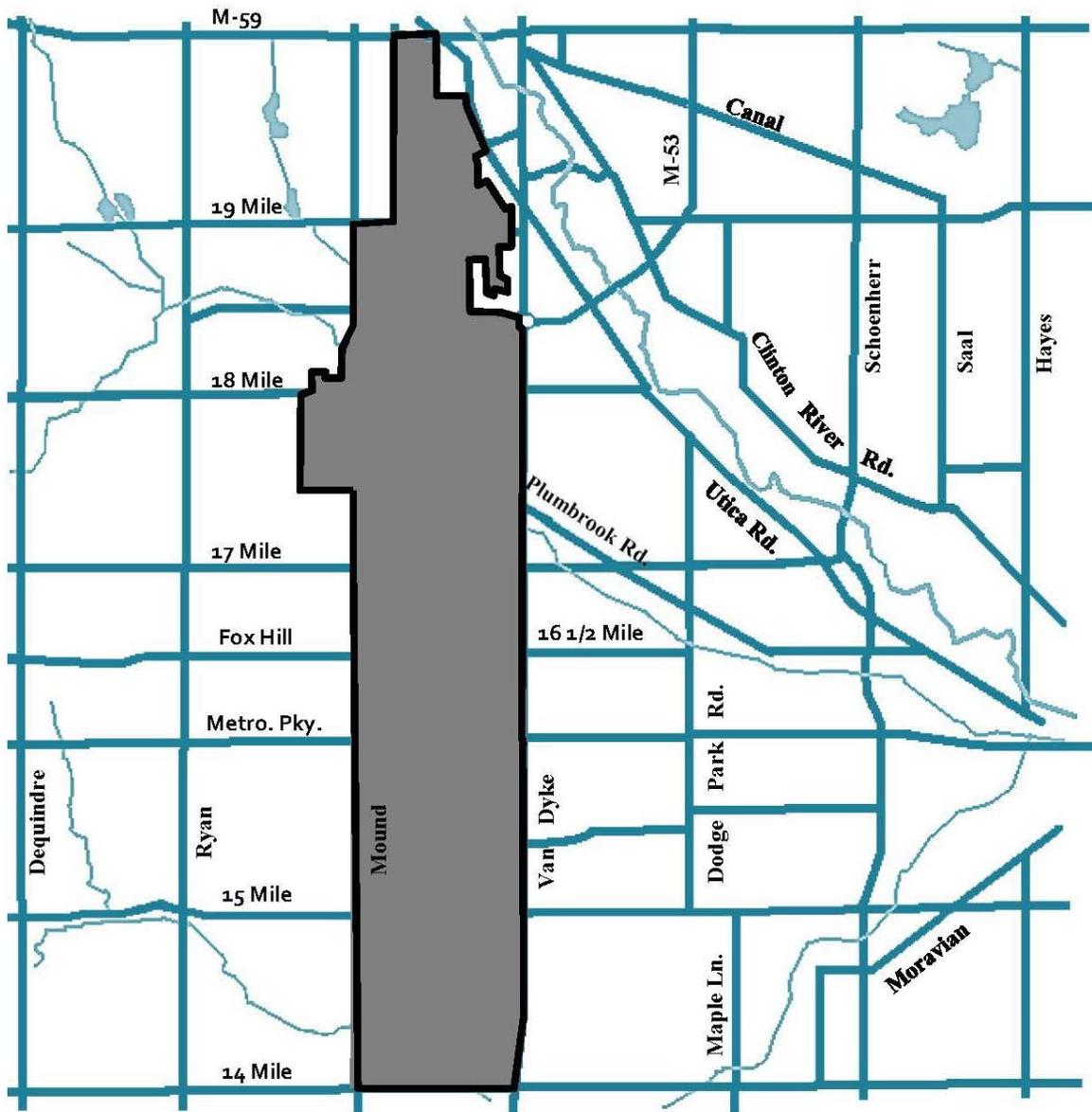


Exhibit 1

Study Purpose and Objectives

The City's Economic Development Strategic Plan identifies the development of a strategic approach to retain and grow businesses in the LDFA / SmartZone District as a priority. To develop the necessary information and data to drive strategic planning, a review of the district was initiated to develop a baseline profile of infrastructure and aesthetic conditions within the corridor. From the baseline data, a recommendation of future district enhancement projects was established. Specifically, this effort set out to achieve the following objectives:

1. Inventory the condition of each major to local road intersection within the LDFA/SmartZone district with respect to aesthetic improvements.
 - a. Enhance road intersections at industrial subdivisions with landscaping, pavement repairs signage.
2. Review the condition of all LDFA/SmartZone district public roads.
 - a. Analyze pavement conditions and prioritize future pavement repairs.
 - b. Analyze existing traffic and transportation conditions—such as traffic and pedestrian circulation and business access—to identify and prioritize street and public improvements. Interconnection of dead-end roads will be considered to alleviate areas of congestion by providing secondary points of egress.
3. Establish an aesthetic improvement standard that would be uniformly applied throughout the District with the goal of establishing a unique district look/brand.
 - a. Create a strong sense of arrival to the LDFA/SmartZone district that informs visitors that they have entered into a unique location within the City.
 - b. Define a system of unique landscaping, civic monuments, sign treatments and public infrastructure improvements along the major roadways and at key locations that reinforces the City's vision and create a sense of community pride.
 - c. Establish a Public Art / Places of Interest policy for new developments.
4. Meet with local businesses within the LDFA/SmartZone to gain their input on proposed improvements and design concepts.
 - a. Define a collaborative process among the public and City staff to guide the development of the LDFA District.
 - b. Establish a Public Art / Places of Interest policy for new developments.
5. Review the possibility of diversifying the district from its current prevalence as an industrial district to a high-tech district by extending high speed network (fiber/wireless) availability to businesses in the district.
 - a. Meet with providers of high speed service to determine the viability of service to the district.

The data and information produced will guide future economic development program activities from branding and marketing to business attraction, retention, and expansion. The district baseline information is also pertinent to the City's Capital Improvements Program on the future public investment and development of the industrial corridor.

Why Invest in the LDFA/SmartZone District?

The city currently has almost 400 industrial businesses within the LDFA / SmartZone District. It is the competitiveness and growth of these manufacturing, energy and services sectors that are the keys to prosperity in every region. These advanced industries use cutting-edge equipment, technology and processes to produce value-added goods and services. The ability to capture certain taxes from the LDFA / SmartZone district allows the city to encourage development and revitalization of local industrial properties and consequently sustain existing and promote future economic growth.

AMERICA'S ADVANCED INDUSTRIES

B Metropolitan Policy Program
at BROOKINGS

Detroit, MI

Advanced industries employ
279,350
full-time workers. (2013)

These direct jobs supports an additional
223,480
indirect jobs in other industries in
the region.

Advanced industries produce
\$48.0
billion dollars in output in the region.
(2013, 2005 Chained)

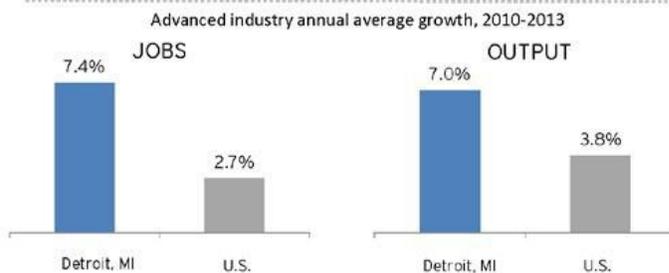
Advanced industries pay, on average
\$85,910
dollars per year (2013).

Advanced industries directly
account for
14.8%
of all jobs in the region.

This employment share is
#4
among all large metros.

This accounts for
24.8%
of all output in the region (2013).

This compares to average pay of
\$53,300
for all industries (2013).



What are Advanced Industries?

The Metropolitan Policy Program at Brookings defines advanced industries as those that: 1) Spend at least \$450 per worker per year on R&D and 2) employ at least 20 percent of their workforce in STEM-intensive occupations. The definition identifies 50 4-digit NAICS industries across the manufacturing, energy, and services sectors that together constitute the advanced industries super-sector.

Why do Advanced Industries Matter?

Advanced industries encompass the nation's "tech" sector at its broadest and most consequential. They represent a sizable economic anchor for the U.S. economy and have led the post-recession employment recovery. Their competitiveness and growth are prerequisites for any future broadly shared prosperity. As such, the sector encompasses the country's best shot at supporting innovative, inclusive, and sustainable growth. Advanced industries are present in nearly every U.S. region, but the sector's geography is uneven.

For More Information

VIEW THE FULL REPORT
www.brookings.edu/advancedindustries

SEE THE INTERACTIVE
www.brookings.edu/advancedindustries

FOLLOW US ON TWITTER
[@BrookingsMetro](https://twitter.com/BrookingsMetro) | [@MarkMuro1](https://twitter.com/MarkMuro1) | [#AdvIndustries](https://twitter.com/AdvIndustries)

DATA NOTES

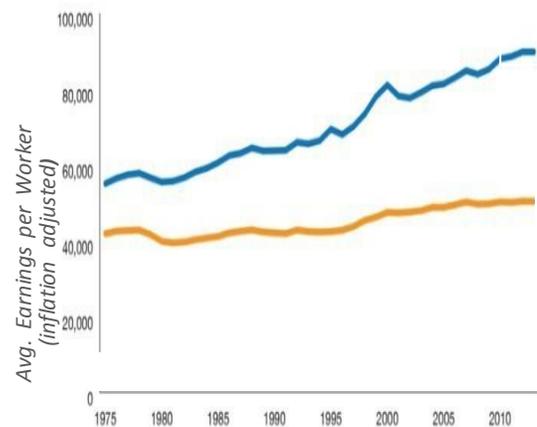
All figures reflect Brookings analysis of data from Moody's Analytics.

Economic Impact of Advanced Industries

Advanced Industries play a major role in economic development. The following summarizes key Brookings study findings in terms of the sector's economic impacts and implications for workers:

- 1. Advanced Industries Generate a Large Share of GDP** - In 2013, over 12.3 million or nine percent of workers in the country worked in an advanced industry business. These workers generated \$2.7 trillion in value-added products. This amounted to 17 percent of all U.S. gross domestic products (GDP) in 2013, which was more than any other sector including healthcare, finance or real estate.
- 2. Advanced Industries Support Other Industry Sectors** – Advanced industry firms extensively support supply chains and other economic activity including purchasing an average of \$236,000 in goods and services from other businesses per worker annually compared to \$67,000 in purchasing in other sectors.
- 3. Advanced Industry Jobs Create Additional Jobs** - Advanced industry growth has a “multiplier” effect on the economy. For every new advanced industry job, 2.2 jobs are created; with 0.8 jobs being created locally and 1.4 jobs being created outside the region.
- 4. Advanced Industries Pay Higher Wages** - In 2013, the average advanced industries worker earned \$90,000 in total compensation, which includes wages and benefits.
- 5. Advanced Industries Offer Workers with Lower Education Levels Economic Opportunities**– While, in general, advanced industry workers have higher education levels than those in other sectors, this sector offers significant economic opportunity for workers with lower educational levels.

Since 1975, average earnings in advanced industries have increased almost 5 times as fast as those in the overall economy.



Enhancing the LDFA/SmartZone Gateway Corridors



Enhancing the gateway corridors into the LDFA/SmartZone District was determined to be a key element of the comprehensive plan to shape the overall appearance of the district. The two major north-south gateway corridors in the LDFA District are Van Dyke Road and Mound Road and their appearance greatly influence the district's appearance.

Corridor improvements can be achieved through public investment, private development, or a combination of the two. Public improvements within road rights of way and civic buildings/properties can take the form of landscape improvements or enhancements, directional/informational signs or markers, public artwork, monuments, and public infrastructure improvements. Also, private development can be guided to improve the district through city zoning requirements, site planning standards and architectural guidelines.

During the 2015 and 2016 construction seasons Van Dyke Road from just south of 15 Mile Road to 18 Mile Road underwent a major reconstruction by the Michigan Department of Transportation (MDOT). The City administration was instrumental in working with MDOT to include significant amenities to improve the aesthetics. The aesthetic improvements included with or completed by the city in conjunction with the MDOT project entailed DTE lighting upgrades, mast-arm signals, enhanced median landscaping, an irrigation system and the installation of signature monument icons at the major east-west road intersections (15 Mile Road, Metropolitan Parkway, 17 Mile Road and 18 Mile Road). Since a significant investment for roadway and aesthetic improvements have been completed along Van Dyke Road as well as a majority of industrial subdivision roads intersect Mound Road, the majority of enhancement recommendations are focused along Mound Road.

Project Phasing

Phasing of improvements could follow in any order depending on the priorities of the LDFA/SmartZone District, available funding and opportunities as they may arise. The following types of improvements are identified and prioritized based on the priorities outlined by city staff and feasibility that improvements could be completed over the next five years.

1. Major Road Monument signs.
2. Decorative Street Signs – decorative street signs can be ordered and delivered pre-fabricated. Installation of the street name signs could be completed using in-house staff through the city's Department of Public Works.
3. Industrial Subdivision Entryway Improvement (no easement required).
4. Industrial Subdivision Entryway Improvements (easement required).
5. Pavement Repairs to district roadways.
6. Completion of Sidewalk Gaps within the district to enhance non-motorized mobility.
7. Integration of Enhanced landscaping within new developments in the LDFA / SmartZone District.
8. The installation of a district high speed network for the district is considered a long term project that will require further analysis and study since the current providers are not likely to fund the extension of service to the district. A preliminary estimate has been provided for the service extension along with a recommendation to further study this opportunity.

EASEMENTS

There are two (2) locations where sign/landscape easements would be necessary to install the monument signs. The attached sketches identify the locations of the proposed easements.

COST ESTIMATES

Although the improvements are at a conceptual stage, the level of design detail is sufficient to provide a planning level estimate of construction costs for implementing the proposed enhancements. Detailed, itemized costs have been provided for site work to install the monument signs, street signs, landscaping, sidewalk gap completions, roadway extensions and public road pavement repairs. It should be noted that there are many variables at the locations proposed and the project can be designed to fit a budget anywhere from a full design with lighting and landscaping to a reduced scope project that simply installs signs with turf restoration. The costs are based on 2016 prices and do not attempt to take into account inflation or market fluctuations.

The cost estimates include an allowance for construction contingency and design construction administration but costs associated with easement acquisition are not included in the Cost Estimates.

Inventory/Local Road Intersections at Major Roads

An inventory of the intersections was performed to document their existing condition and to determine if enhancements were warranted. The following intersections were reviewed:

- ≡ Sterling Ponds Blvd at 14 Mile Road
- ≡ Cotter Drive at Merrill Road
- ≡ Stanley Drive at 15 Mile Road
- ≡ Beattie Drive at 15 Mile Road
- ≡ Sterling Drive South at Mound Road
- ≡ Sterling Drive North at Mound Road
- ≡ Product Drive at Mound Road
- ≡ Center Drive at Mound Road
- ≡ Progress Drive at Mound Road
- ≡ Wall Street at Mound Road
- ≡ Sims Drive at Mound Road
- ≡ Elmridge Drive at Mound Road
- ≡ Millett Ave. at Mound Road
- ≡ Goetz Drive at 15 Mile Road
- ≡ Gatewood Drive at Mound Road
- ≡ Bridgewood Drive at Mound Road
- ≡ Brentwood Drive at 18 Mile Road
- ≡ Technology Park Drive at 18 Mile Road
- ≡ Mancini Drive at 19 Mile Road
- ≡ Merrill Road at 18 Mile Road
- ≡ Burroughs Ave. at Merrill Road
- ≡ Arrow Drive at Merrill Road
- ≡ Enterprise Drive at 18 Mile Road
- ≡ Diplomat Drive at Merrill Road
- ≡ Phoenix Drive at Merrill Road
- ≡ Yeargo Drive at 18 ½ Mile Road
- ≡ Metro Court at Metropolitan Parkway
- ≡ Merrill Road at Dobry Drive

The inventory revealed the following common characteristics:

- ≡ Lack of landscaping or poorly maintained landscaping
- ≡ Rutting of grass areas adjacent to the pavement at the intersections.
- ≡ Lack of pedestrian improvements (sidewalks; bike path) along major road corridors.
- ≡ No distinctive or common characteristic that identifies the area as being part of a larger district.

Pictures of each intersection are included on the following page.



14 Mile Road

Sterling Ponds Blvd.



Mound Road

Almore Drive



Mound Road

Sterling Drive South



Mound Road

Sterling Drive North



Mound Road

Product Drive



Mound Road

Millett Ave.



Mound Road

Center Drive



Mound Road

Progress Drive



Mound Road

Wall Street



Mound Road

Sims Road



Mound Road

Elmridge Road



Mound Road

Gatewood Drive



Mound Road

Bridgewood Drive



18 Mile Road

Brentwood Drive



18 Mile Road

Technology Park Drive



18 Mile Road

Entrance to Velocity Center



18 1/2 Mile Road

Merrill Drive



Merrill Drive

Burroughs Drive



Merrill Drive

Cotter Drive



Merrill Drive

Arrow Drive



Merrill Drive

Diplomat Drive



19 1/2 Mile Road

Phoenix Drive



18 Mile Road

Enterprise Drive



19 Mile Road

Mancini Drive



Yeargo Drive



Stanley Drive



Beattie Drive



Goetz Drive



Merrill Road



Metro Court

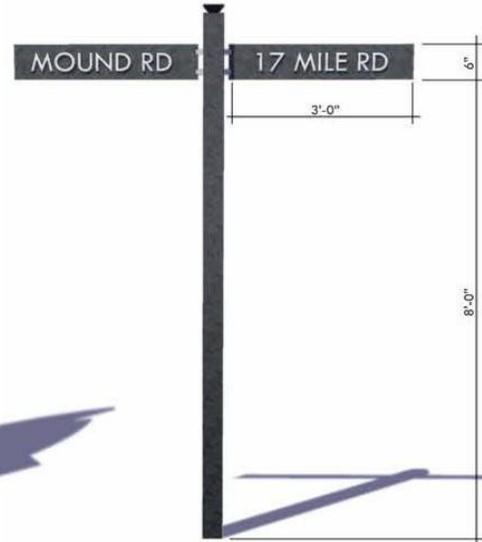
Industrial Local/Major Roads Intersections Recommendations

1. Install pedestrian improvements along the major road corridors so that ADA compliant ramps and crosswalks are provided at local road intersections.
2. Replace existing street signs with decorative signs that identify the local street as being part of a larger district.
3. Install district monument and way-finding signs at intersections with existing boulevard entrances or at locations where additional right-of-way or public property is available adjacent to the intersection. The way-finding sign would identify the businesses on that street or area. Locations identified that could accommodate a monument and way-finding sign include:
 1. Center Drive at Mound Road
 2. Technology Park Drive at 18 Mile Road
 3. Enterprise Drive at 18 Mile Road
 4. Enterprise Drive at 17 Mile Road
 5. Velocity Center entrance at 18 Mile Road
 6. Sterling Ponds Boulevard at 14 Mile Road
 7. Merrill Road at Dobry Drive
4. Where possible, provide additional right-of-way landscaping at the intersection and inwardly from the intersection to give the entrances a notable appearance and to screen adjacent industrial parking and storage areas.
5. Provide pavement repairs where necessary to minimize the unsightly lawn rutting at intersections due to large vehicles driving over the curb, either increase the radius or alternatively install decorative concrete at the back of curb to protect the lawn areas.

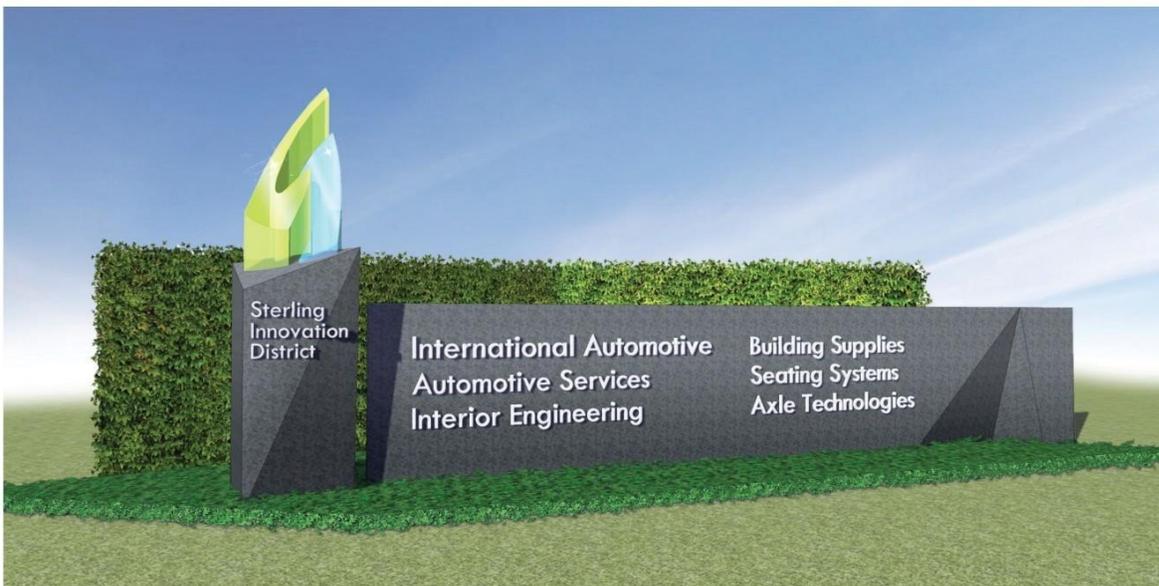
LDFA District Monuments Signs



LDFA/SmartZone Monument Sign



LDFA/SmartZone Street Identification Sign



LDFA/SmartZone Monument Sign and Wayfinding Sign

LDFA/SmartZone District Monument & Wayfinding Signs Potential Locations

There are 17 potential locations identified within the district to install monument signs (large and small) and industrial subdivision entry and wayfinding signs.



District Monument Signs on Raised Plinth



RAISED PLINTH - 30" ABOVE EXISTING GRADE CREATING A LEVEL PLATFORM FOR THE ICON. THE PLINTH WOULD HAVE A CHARCOAL COLOR CONCRETE RING EDGE AT THE TOP AND BOTTOM OF SLOPE. THE SIDE SLOPE AND PLATFORM WOULD BE GROUND COVER, VARIEGATED RIBBON GRASS AND LARGE SHADE TREES WOULD SURROUND THE ICON WITH IRRIGATED, MANICURED LAWN.

Sterling Innovation District
Sterling Heights, Michigan

Conceptual Design
18 1/2 Mile and Mound Road
04.29.16

GRISSIM
METZ
ASSOCIATES
ANDRIESE

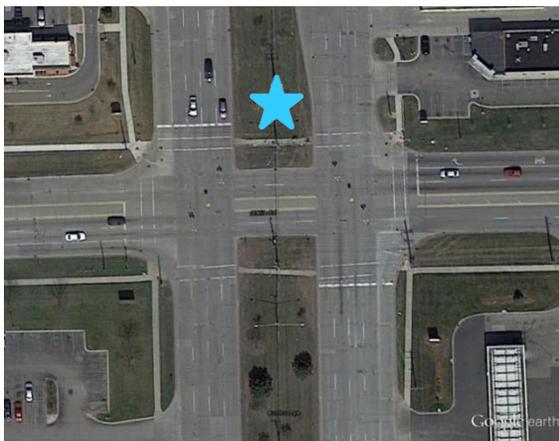
50 YEARS

District Monument Sign at Mound Road & 18 1/2 Mile Road (looking northeast)

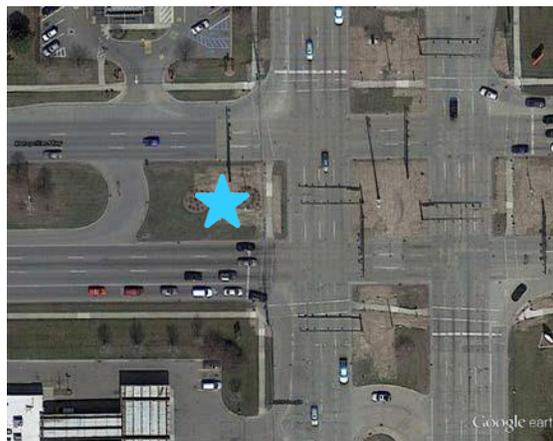
District monuments located at major prominent intersection will be set on a raised concrete plinth - 30" above existing grade to create a level platform for the icon. The plinth would have a concrete ring edge at the top and bottom of slope. The side slope and platform would be landscaped and include irrigation.

Site Locations

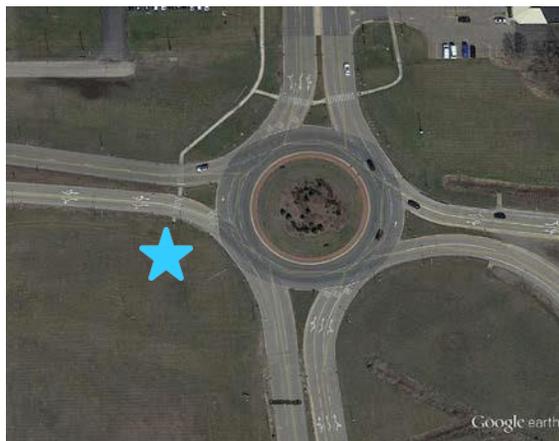
LDFA District Monument Signs (Large Base "Plinth")



Mound Road @ 14 Mile Road



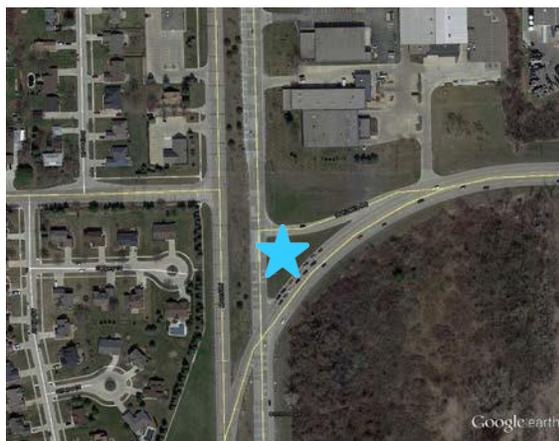
Mound Road @ Metropolitan Parkway



Van Dyke @ 18 1/2 Mile Road



Van Dyke @ Metropolitan Parkway



Mound Road @ 18 1/2 Mile Road

★ = LDFA District Monument Sign w/ Large Base

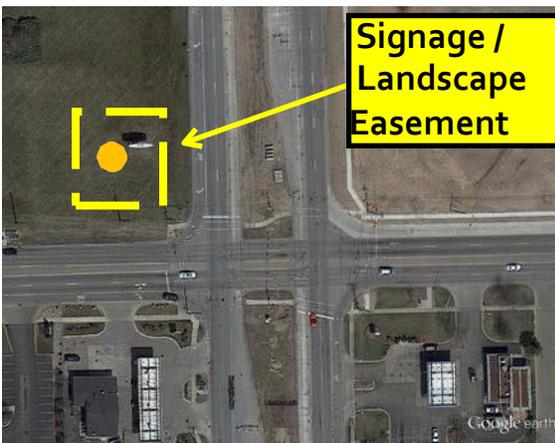
Site Locations LDFA Monument Signs(No Base)



Mound Road @ 15 Mile Road



Mound Road @ 17 Mile Road

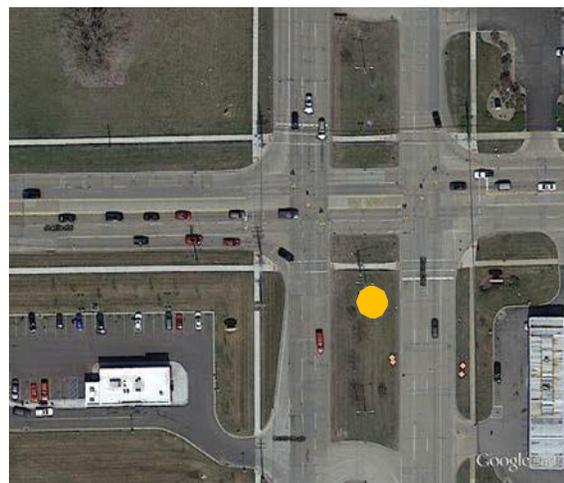


Van Dyke @ 15 Mile Road



Van Dyke @ 18 Mile Road

● = LDFA District Monument Sign w/ Small Base



Mound Road @ 18 Mile Road

District Monument Signs



Proposed Sterling Enterprise Park at 17 Mile Road (looking northeast)

Sterling Innovation District
Sterling Heights, Michigan

Conceptual Design
17 Mile Entrance
04.18.18

GRISSIM
METZ ASSOCIATES
ANDRIESE

50 YEARS



Velocity Entrance at 18 Mile Road (looking northeast)

Sterling Innovation District
Sterling Heights, Michigan

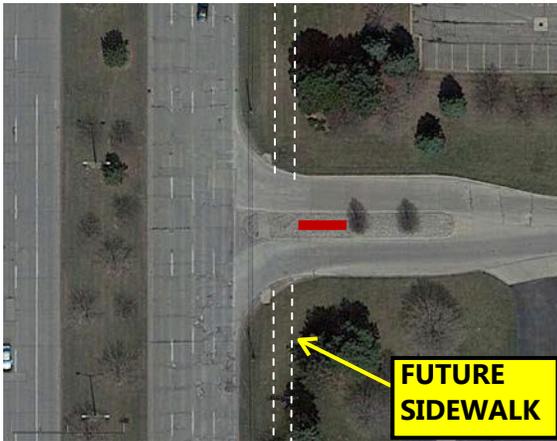
Conceptual Design
Velocity Entrance
04.18.18

GRISSIM
METZ ASSOCIATES
ANDRIESE

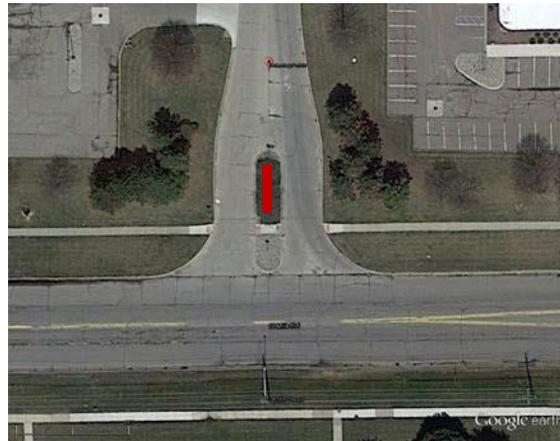
50 YEARS

Site Locations of LDFA Local Road Monument & Wayfinding

 = LDFA District Monument & Wayfinding Sign



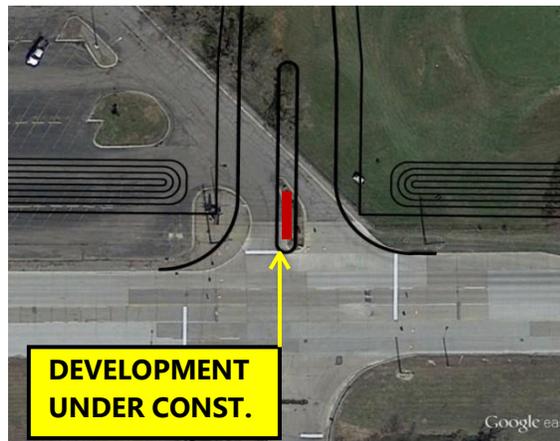
Center Drive @ Mound Road



Technology Park Drive @ 18 Mile Road



Enterprise Drive @ 18 Mile Road

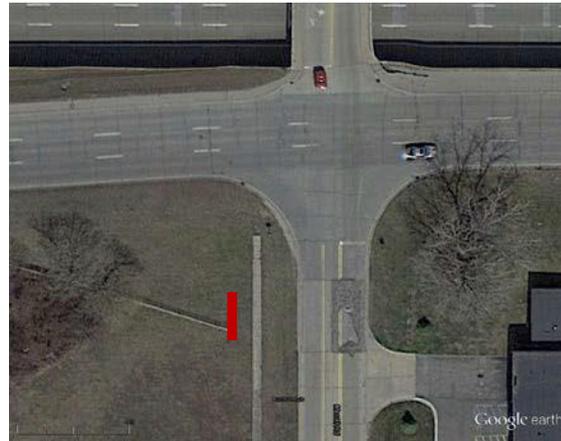


Enterprise Drive @ 17 Mile Road

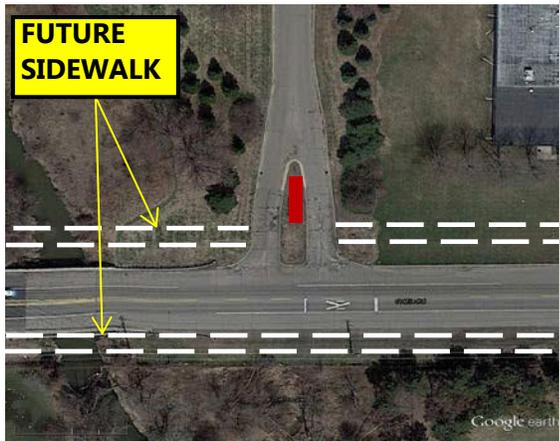
■ = LDFA District Monument & Wayfinding Sign



Sterling Ponds Blvd @ 14 Mile Road



Merrill @ Dobry Drive



Velocity Entrance @ 18 Mile Road

Cost Estimates for Signage and Associated Improvements at Intersections

The following is a district wide estimate of costs to complete signage and associated improvements at all the locations identified:

ITE DESCRIPTION	QUANTIT	UNIT	UNIT	AMOUNT
1 LDFA Monument, Large Base	5	Ea	\$24,000	\$120,000
2 LDFA Monuments, Small Base	5	Ea	\$18,000	\$90,000
3 Subdivision Entry Monument & Wayfinding Sign	7	Ea	\$43,000	\$301,000
4 Accent Lighting per Monument Sign Location	17	Ls	\$5,000	\$85,000
5 Irrigation	17	Ls	\$5,000	\$85,000
6 Accent Lighting	17	Ls	\$5,000	\$85,000
7 Decorative Street Sign	30	Ea	\$2,000	\$60,000
8 Crosswalk and Ramps	1000	Syd	\$100	\$100,000
9 Metal Landscape Edging	1200	Ft	\$12	\$14,400
10 Perennials	650	Ea	\$25	\$16,250
11 Turf Restoration w/3" topsoil & Sod	650	Syd	\$7	\$4,550
12 Ornamental Tree	60	Ea	\$300	\$18,000
13 Shade Trees	260	Ea	\$300	\$78,000
14 Decorative Concrete Treatment at back of Curb	650	Syd	\$50	\$32,500
15 Pavement Repairs	3000	Syd	\$55	\$165,000
16 Conduit, DB, 3/4 inch for Floodlights	4200	Ft	\$5	\$21,000
17 Wire, 2-#12 + 1-#12 grd., for Floodlights	4200	Ft	\$2.50	\$10,500
18 Traffic Control	17	LS	\$2,000	\$34,000
18 Silt Fence	2000	Ft	\$6.00	\$12,000

ESTIMATED CONSTRUCTION COSTS \$1,332,200

Engineering and Contingencies \$266,440

TOTAL PROJECT COST \$1,598,640

The following is the typical cost estimate to complete signage and associated improvements at an industrial streetboulevard entrance.

ITEM DESCRIPTION	QUANTIT	UNIT	UNIT	AMOUNT
1 LDFA Monument	1	Ea	\$18,000	\$18,000
2 Subdivision Wayfinding Sign	1	Ea	\$25,000	\$25,000
3 Irrigation	1	Ls	\$5,000	\$5,000
4 Accent Lighting	1	Ls	\$5,000	\$5,000
5 Decorative Street Sign	1	Ea	\$2,000	\$2,000
6 Metal Landscape Edging	70	Ft	\$12	\$840
7 Perennials	40	Ea	\$25	\$1,000
8 Turf Restoration w/3" topsoil & Sod	25	Syd	\$7	\$175
9 Crosswalk and Ramps	35	Syd	\$100.00	\$3,500
10 Decorative Concrete at back of Curb	50	Syd	\$50	\$2,500
11 Ornamental Tree	2	Ea	\$300	\$600
12 Shade Trees	6	Ea	\$300	\$1,800
13 Pavement repairs	100	Syd	\$55	\$5,500
14 Conduit, DB, 3/4 inch for Floodlights	250	Ft	\$5	\$1,250
15 Wire, 2-#12 + 1-#12 grd., for Floodlights	250	Ft	\$2.50	\$625
16 Traffic Control	1	LS	\$2,000	\$2,000
17 Silt Fence	150	Ft	\$6	\$900

ESTIMATED CONSTRUCTION COSTS	\$75,690
Engineering and Contingencies	\$15,138.0
TOTAL PROJECT COST	\$90,828.0

The following is the typical cost estimate to complete signage and associated improvements at an industrial street with no boulevard entrance.

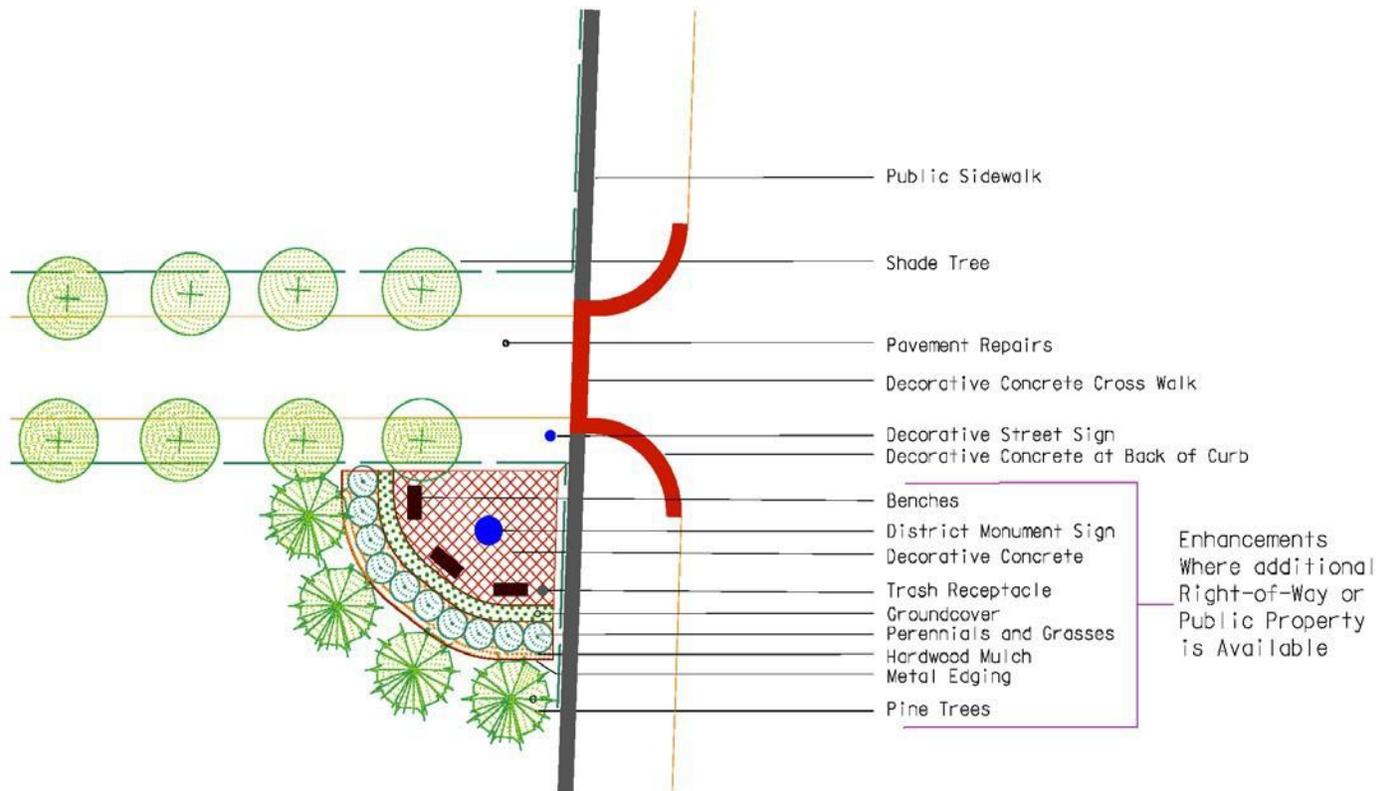
ITEM DESCRIPTION	QUANTIT	UNIT	PRICE	AMOUNT
1 Decorative Street Sign	1	Ea	\$2,000.00	\$2,000
2 Crosswalk and Ramps	35	Syd	\$100.00	\$3,500
3 Turf Restoration w/3" Topsoil & Sod	25	Syd	\$7.00	\$175
4 Decorative Concrete at back of Curb	50	Syd	\$50.00	\$2,500
5 Ornamental Tree	2	Ea	\$300.00	\$600
6 Shade Trees	12	Ea	\$300.00	\$3,600
7 Pavement Repairs	100	Syd	\$55.00	\$5,500
8 Traffic Control	1	LS	\$2,000.00	\$2,000
9 Silt Fence	150	Ft	\$6.00	\$900
10 Irrigation	1	Ea	\$5,000	\$5,000

ESTIMATED CONSTRUCTION COSTS	\$25,775
Engineering and Contingencies	\$5,155.0
TOTAL PROJECT COST	\$30,930

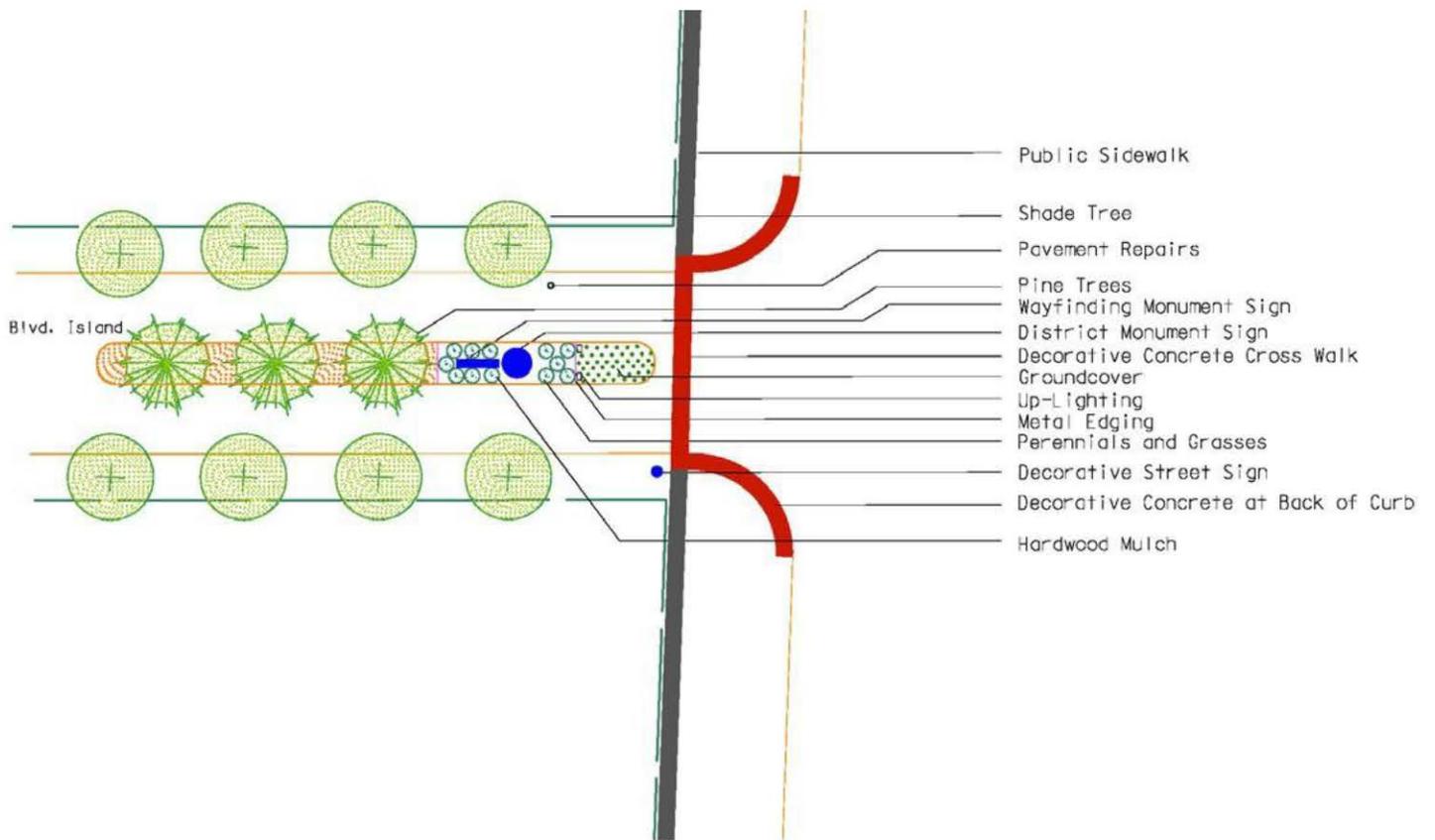
Concept Plans

This concept depicts a typical intersection in the LDFA/SmartZone district and potential enhancements to improve the aesthetics look. At these locations no district monument signs are proposed.

The concept also shows an example of potential intersection enhancements at areas where additional Right-of-Way or public property is available which could include a district monument sign could be installed.



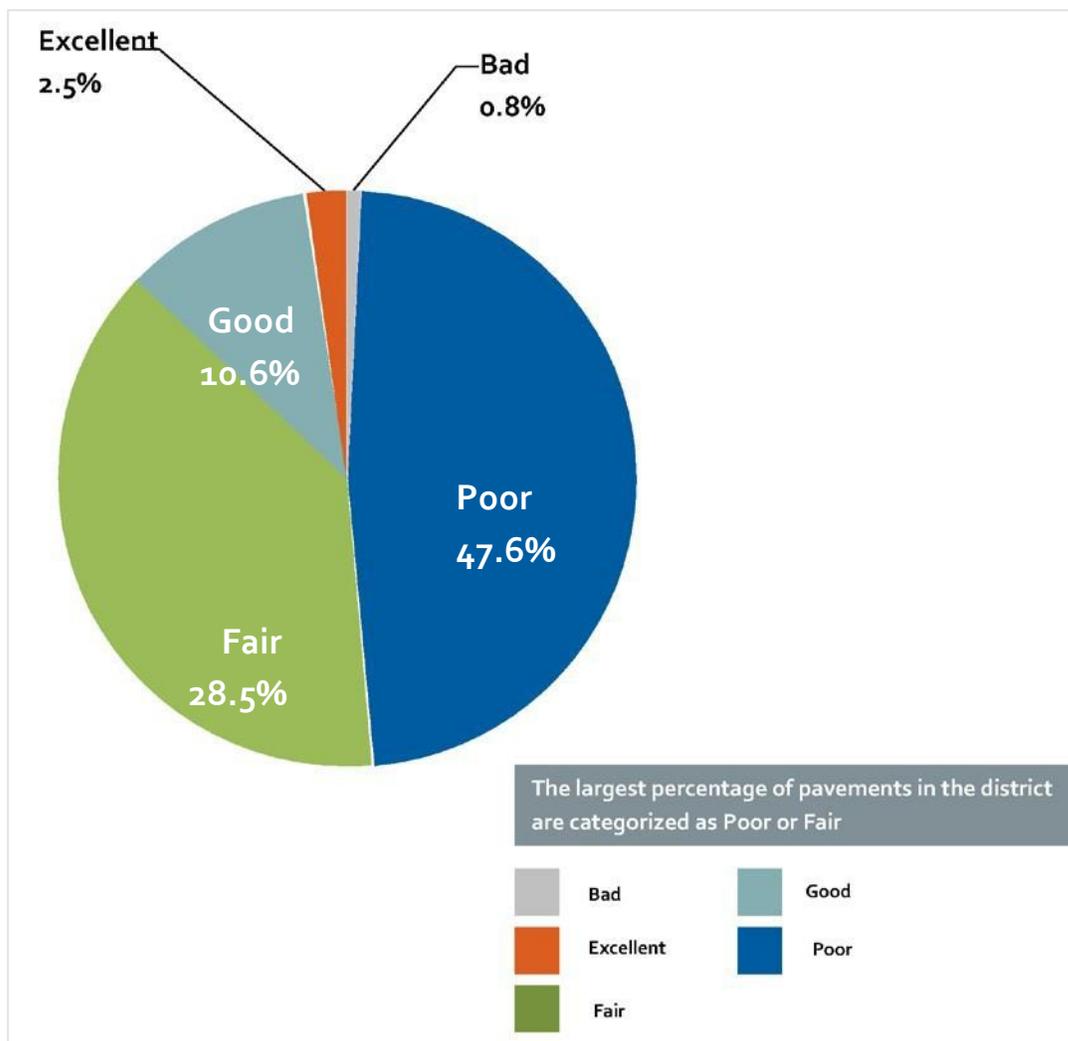
This concept depicts a typical intersection in the LDFA/SmartZone district and potential enhancements to improve the aesthetics look where a median island is available. A district monument sign and wayfinding sign would be installed in the median island along with landscaping enhancements.



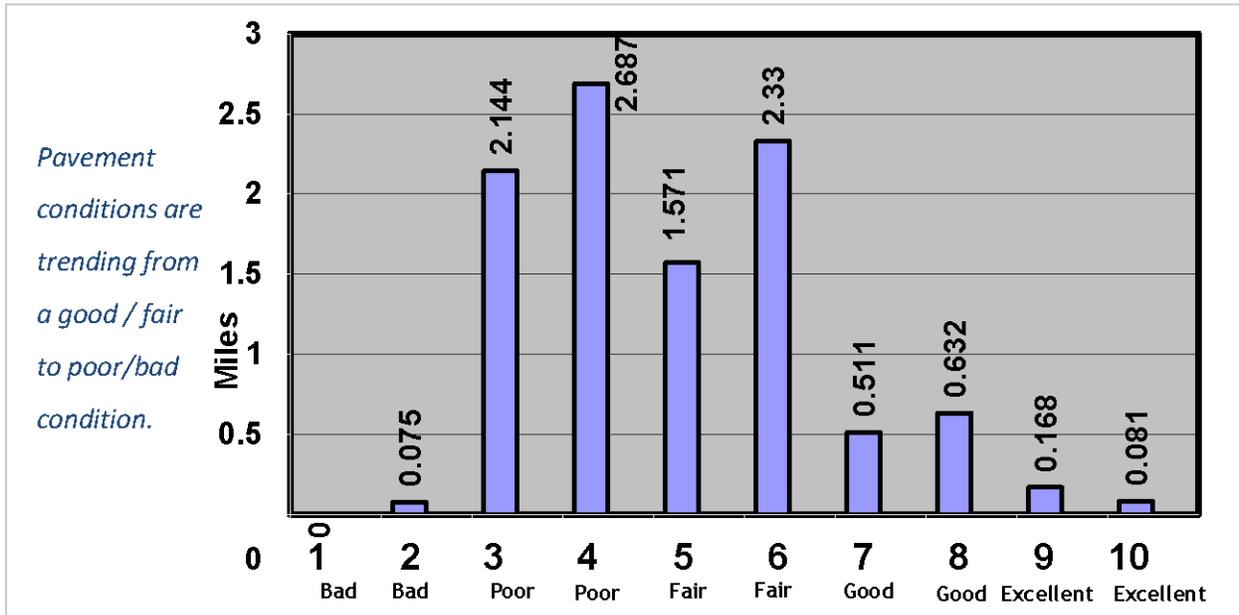
Pavement Conditions

The city of Sterling Heights Office of Engineering uses a Pavement Management Program to determine which City streets are most in need of repairs. As part of this program, each street has its condition rated on a scale of 1-10, with 10 being the highest-possible rating.

Based on the latest data 51.6% of district road pavements are rated as being in either good or fair condition or 48.4% of district roads are rated as being in poor or bad condition.



The overall condition of pavement within the district appears to be trending in a negative direction, from Good/Fair to a Poor/Bad condition. Without added funding to reverse this trend, pavements will continue this negative trend and it is estimated that in the next ten years over 75% of pavement will be in the Poor/Bad rating.



Pavement Maintenance & Repair Requirements

Based on the pavement condition ratings, City staff can determine which type of pavement maintenance is appropriate for each street segment. The following types of maintenance are appropriate for each condition rating:

Preventative Maintenance – Pavements rated in lower end of excellent or upper end of good condition are candidates for joint/crack sealing. Approximately 5 percent of the street segments would benefit from preventative maintenance treatments.

Corrective Maintenance – Pavements rated in lower end of good or upper end of fair condition usually require some level of corrective maintenance. These measures include limited concrete patch repairs ranging from 10% to 20% of the road pavement. In addition, an extensive joint/crack sealing treatment can be utilized to seal the pavement from water penetration. These corrective maintenance measures can extend the life of the street up to 10 additional years before more costly treatments are needed. Approximately 28 percent of street segments need some level of corrective maintenance.

Pavement Rehabilitation – Pavements rated in lower end of fair or upper end of poor condition typically require extensive pavement rehabilitative measures. These measures include concrete patch repairs of up to 50% or 60% of the road pavement and joint sealing or milling off the upper 2 to 4 inches of pavement and replacing it with new asphalt pavement overlay. About 42 percent of the pavement segments require pavement rehabilitation.

Pavement Reconstruction – Pavements rated in bad or the lower end of poor condition require that most or the entire road structure be reconstructed, including new sub-base, base material, and pavement. This is the most expensive of all treatments. Approximately 22 percent of street pavement segments require complete reconstruction.

LDFA Pavement Improvement Costs

The following estimate of pavement repairs is based off the city's pavement ratings system. The estimate is calculated based on improving pavement to a minimum rating of 8 (Good Pavement Condition) using a combination of concrete repairs and pavement joint sealing.

Road Name	From	To	Length	Current Rating	% of R&R	Cost 8" R/R		% Joint Seal	Joint Sealing L.F.	Joint Sealing Cost
						Syd Conc. R&R	\$52.00 \$1.30 Cost Conc. R&R			
Wall St	National	Dead End / Start	0.075	2	100%	15	\$82,368	0%	0	\$ -
Brentwood Dr	Bridgewood Dr	18 Mile	0.301	3	100%	4	\$330,570	0%	0	\$ -
Merrill Rd	18 1/2 Mile	19 Mile	0.504	3	100%	6357	\$553,512	0%	0	\$ -
Merrill Rd	19 Mile	Burroughs	0.123	3	100%	10644	\$135,083	0%	0	\$ -
Merrill Rd	Burroughs	Cotter	0.125	3	100%	2597	\$137,280	0%	0	\$ -
Merrill Rd	Cotter	Goff Ave	0.122	3	100%	2640	\$133,985	0%	0	\$ -
Merrill Rd	Goff Ave	Mulberry	0.094	3	100%	2576	\$103,234	0%	0	\$ -
Merrill Rd	Mulberry	19.5 Mile Road	0.030	3	100%	1985	\$32,947	0%	0	\$ -
Merrill Rd	19.5 Mile Road	Stacy	0.056	3	100%	633	\$61,501	0%	0	\$ -
Merrill Rd	[SegmentSplit]	[Undescribed]	0.115	3	100%	1182	\$126,297	0%	0	\$ -
Merrill Rd	[SegmentSplit]	Arrow	0.064	3	100%	2428	\$70,287	0%	0	\$ -
Merrill Rd	Arrow	Poplar	0.052	3	100%	1351	\$57,108	0%	0	\$ -
Merrill Rd	Poplar	Diplomat	0.054	3	100%	1098	\$59,304	0%	0	\$ -
Merrill Rd	Diplomat	Catalpa	0.058	3	100%	1140	\$63,697	0%	0	\$ -
Merrill Rd	Catalpa	Waldo	0.115	3	100%	1224	\$126,297	0%	0	\$ -
Merrill Rd	Waldo	Dobry	0.071	3	100%	2428	\$77,975	0%	0	\$ -
Sterling Dr S	Sterling	Dead End / Start	0.193	3	100%	1499	\$211,960	0%	0	\$ -
Wall St	Commerce	National Drive	0.067	3	100%	4076	\$73,582	0%	0	\$ -
Cotter Ave	Merrill	Dead End / Start	0.228	4	50%	1415	\$125,199	50%	3250	\$ 4,225.48
Bridgewood Dr	Brentwood	Attribute Change	0.156	4	50%	2407	\$85,662	50%	2224	\$ 2,891.12
Bridgewood Dr	Attribute Change	Mound	0.068	4	50%	1647	\$37,340	50%	969	\$ 1,260.23
Burroughs Ave	Merrill	Dead End / Start	0.236	4	50%	718	\$129,592	50%	3364	\$ 4,373.74
Sims Dr	Mound	Dead End / Start	0.476	4	50%	2492	\$261,381	50%	6786	\$ 8,821.61
Stanley Dr	Millet Avenue	Allar Drive	0.135	4	50%	5026	\$74,131	50%	1925	\$ 2,501.93
Stanley Dr	Allar Drive	Hughes	0.053	4	50%	1425	\$29,103	50%	756	\$ 982.24
Stanley Dr	Hughes	Cobb	0.115	4	50%	559	\$63,148	50%	1639	\$ 2,131.27
Sterling Dr N	Mound	Sterling	0.260	4	50%	1214	\$142,771	50%	3707	\$ 4,818.53
Sterling Dr N	Sterling	Dead End / Start	0.177	4	50%	2745	\$97,194	50%	2523	\$ 3,280.31
Brentwood Dr	Gatewood	Bridgewood Dr	0.133	4	50%	1869	\$73,032	50%	1896	\$ 2,464.86
Enterprise Dr	18 Mile	Dead-end	0.254	4	50%	1404	\$139,476	50%	3621	\$ 4,707.33
Gatewood Dr	Brentwood	Attribute Change	0.196	4	50%	2682	\$107,627	50%	2794	\$ 3,632.43
Gatewood Dr	Attribute Change	Mound	0.042	4	50%	2069	\$23,063	50%	599	\$ 778.38

RoadName	From	To	Length	Current Rating	% of R&R	Syd Conc. R&R	Cost Conc. R&R	% Joint Seal	Joint Sealing L.F.	Joint Sealing Cost
Sterling Dr	Sterling N	Sterling S	0.158	4	50%	1668.48	\$86,760.96	50%	2252	\$ 2,928.18
HughesDr	Stanley	Dead End / Start	0.081	5	40%	684.288	\$35,582.98	60%	1386	\$ 1,801.39
Arrow Dr	Merrill	Phoenix	0.180	5	40%	1520.64	\$79,073.28	60%	3079	\$ 4,003.08
Commerce Dr	Wall	Dead End / Start	0.199	5	40%	1681.152	\$87,419.90	60%	3404	\$ 4,425.63
National Dr	Wall	Dead End / Start	0.060	5	40%	506.88	\$26,357.76	60%	1026	\$ 1,334.36
Product Dr	Mound	Dead End / Start	0.231	5	40%	1951.488	\$101,477.38	60%	3952	\$ 5,137.29
Sterling Dr S	Mound	Sterling	0.258	5	40%	2179.584	\$113,338.37	60%	4414	\$ 5,737.75
Technology Park	18 Mile	Dead End / Start	0.160	5	40%	1351.68	\$70,287.36	60%	2737	\$ 3,558.30
Wall St	Mound	Commerce	0.212	5	40%	1790.976	\$93,130.75	60%	3627	\$ 4,714.74
Yearego Dr	OldYearego	Dead End / Start	0.190	5	40%	1605.12	\$83,466.24	60%	3250	\$ 4,225.48
Goetz Ave	15 Mile	Millett	0.129	6	0%	0	\$0.00	100%	3678	\$ 4,781.46
Goetz Ave	Millett	Dead End / Start	0.014	6	0%	0	\$0.00	100%	399	\$ 518.92
Millett Ave	Goetz	Stanley	0.065	6	0%	0	\$0.00	100%	1853	\$ 2,409.26
Millett Ave	Mound	Goetz	0.232	6	0%	0	\$0.00	100%	6615	\$ 8,599.22
Cobb Dr	Stanley	Beattie	0.113	6	20%	477.312	\$24,820.22	80%	2577	\$ 3,350.73
Diplomat Dr	Merrill	Phoenix	0.179	6	20%	756.096	\$39,316.99	80%	4083	\$ 5,307.79
Phoenix Dr	19 1/2 Mile	Galaxy	0.144	6	20%	608.256	\$31,629.31	80%	3285	\$ 4,269.96
Phoenix Dr	Galaxy	Arrow	0.088	6	20%	371.712	\$19,329.02	80%	2007	\$ 2,609.42
Phoenix Dr	Arrow	Diplomat	0.100	6	20%	422.4	\$21,964.80	80%	2281	\$ 2,965.25
Stanley Dr	15 Mile	Millet Avenue	0.129	6	20%	544.896	\$28,334.59	80%	2942	\$ 3,825.17
Center St	Mound	Dead End / Start	0.427	6	20%	1803.648	\$93,789.70	80%	9740	\$12,661.61
Beattie Dr	Allar Drive	Cobb	0.170	6	20%	718.08	\$37,340.16	80%	3878	\$ 5,040.92
Sterling Ponds Blvd	14 Mile		0.308	6	20%	1300.992	\$67,651.58	80%	7025	\$ 9,132.96
Sterling Ponds Blvd		Dead End / Start	0.113	6	20%	477.312	\$24,820.22	80%	2577	\$ 3,350.73
Allar Dr	Stanley	Beattie	0.119	6	20%	502.656	\$26,138.11	80%	2714	\$ 3,528.65
R Mancini Dr	Attribute Change	Attribute Change	0.249	7	10%	525.888	\$27,346.18	90%	6390	\$ 8,306.40
Beattie Dr	15 Mile	Allar Drive	0.262	7	10%	553.344	\$28,773.89	90%	6723	\$ 8,740.07
Metro Ct	E Service	Dead End / Start	0.221	8	0%	0	\$0.00	0%	0	\$ -
Progress Dr	Mound	19 Mile	0.342	8	0%	0	\$0.00	0%	0	\$ -
Yearego Dr	18 1/2 Mile Rd	old Yearego	0.069	8	0%	0	\$0.00	0%	0	\$ -
Elmridge Dr	Mound	Oakridge	0.168	9	0%	0	\$0.00	0%	0	\$ -
R Mancini Dr	Dead End or Start	Attribute Change	0.012	10	0%	0	\$0.00	0%	0	\$ -
R Mancini Dr	Attribute Change	Attribute Change	0.069	10	0%	0	\$0.00	0%	0	\$ -

Conc. R&R = \$5,073,869

Joint Seal = \$ 174,134

Total District Pav't Repair Cost (Conc. R&R & Joint Seal) + Eng. & Contingency = **\$6,297,600**

Based on the pavement condition ratings and an estimation of available funding, the following roadway pavement maintenance projects are recommended for inclusion in the Five year program.

Priority1		
Merrill Road north of 19 Mile Road		
	Construction Cost	\$554,000.00
	Construction Cost plus 20% for Engineering & Contingency	\$664,800.00
Priority2		
Merrill Rd south of 19 Mile Road		
	Construction Cost	\$1,185,000.00
	Construction Cost plus 20% for Engineering & Contingency	\$1,422,000.00
Priority 3		
Wall Street		\$294,000.00
Enterprise Drive		\$167,000.00
Burroughs Ave		\$155,000.00
Cotter Ave		\$150,000.00
Stanley Drive		<u>\$199,000.00</u>
	Construction Cost	\$965,000.00
	Construction Cost plus 20% for Engineering &Contingency	\$1,158,000.00
Priority 4		
Brentwood Drive		\$471,000.00
Bridgewood Drive		\$148,000.00
Gatewood Drive		<u>\$157,000.00</u>
	Construction Cost	\$776,000.00
	Construction Cost plus 20% for Engineering &Contingency	\$931,200.00
Priority 5		
Sterling Drive South		\$384,000.00
Sterling Drive North		\$288,000.00
Sterling Drive		<u>\$104,000.00</u>
	Construction Cost	\$776,000.00
	Construction Cost plus 20% for Engineering & Contingency	\$931,200.00

Traffic Congestion Mitigation Opportunities

1. Northbound Mound Road reduces from four (4) lanes to three (3) lanes at 17 Mile Road and then widens again to four (4) lanes just south of 18 ½ Mile Road. This lane reduction causes traffic congestion from south of 17 Mile Road to just north of 18 Mile Road during evening rush hour. Constructing an additional (fourth) lane from 17 Mile Road to just south of 18 ½ Mile Road will help relieve traffic congestion which will provide a benefit for all commercial/industrial business in the LDFA/SmartZone District that use northbound Mound Road during afternoon rush hours as their primary commuting and business trucking route. Estimated construction cost \$1.5 Million.
2. Enterprise Drive currently extends from 18 Mile Road to the south approximately 1,300 feet. The city has indicated that a new industrial subdivision is planned that will extend a new public road from 17 Mile Road to the north with a cul-de-sac just south of the Plumbrook Drain. The new public road will be in approximately the same alignment as Enterprise Drive. We recommend connecting Enterprise drive to this new proposed road to relieve congestion off 17 Mile Road and to assist this new industrial subdivision with multiple access routes to major mile roads. Estimated construction cost \$180,000
1. Millett Ave. is an existing gravel road off Mound Road that has a dead end barricade at east end (approximately 200 ft. from Stanley Drive). To relieve traffic congestion at the Mound Road and 15 Mile Road intersection, Millett Ave. should be paved and the dead end barricade removed thereby permitting the industrial subdivision to the east (Stanley, Cobb Beattie) access to Mound Road via Millett Ave. Estimated construction cost \$250,000.
2. The local industrial streets of Sterling Drive South, Sterling Drive North and Sterling Drive are part of an older industrial subdivision that has access to Mound Road. To relieve traffic congestion on Mound Road, Sterling Drive South should be extended east over the rail road tracks and south to Sterling Ponds Blvd. This would also benefit the commercial development at 14 Mile and Van Dyke by providing access to additional industrial subdivision patrons during lunch periods and morning and evening commutes. Estimated construction cost \$450,000
3. Construct 18 Mile Road from just west of Van Dyke to west of the Plumbrook Drain to a 5-lane pavement. The additional lanes will relieve congestion, particularly at the rail road tracks, that is caused by the UCS Buses stopping at tracks as required by law. Estimated construction cost \$1.8 Million.

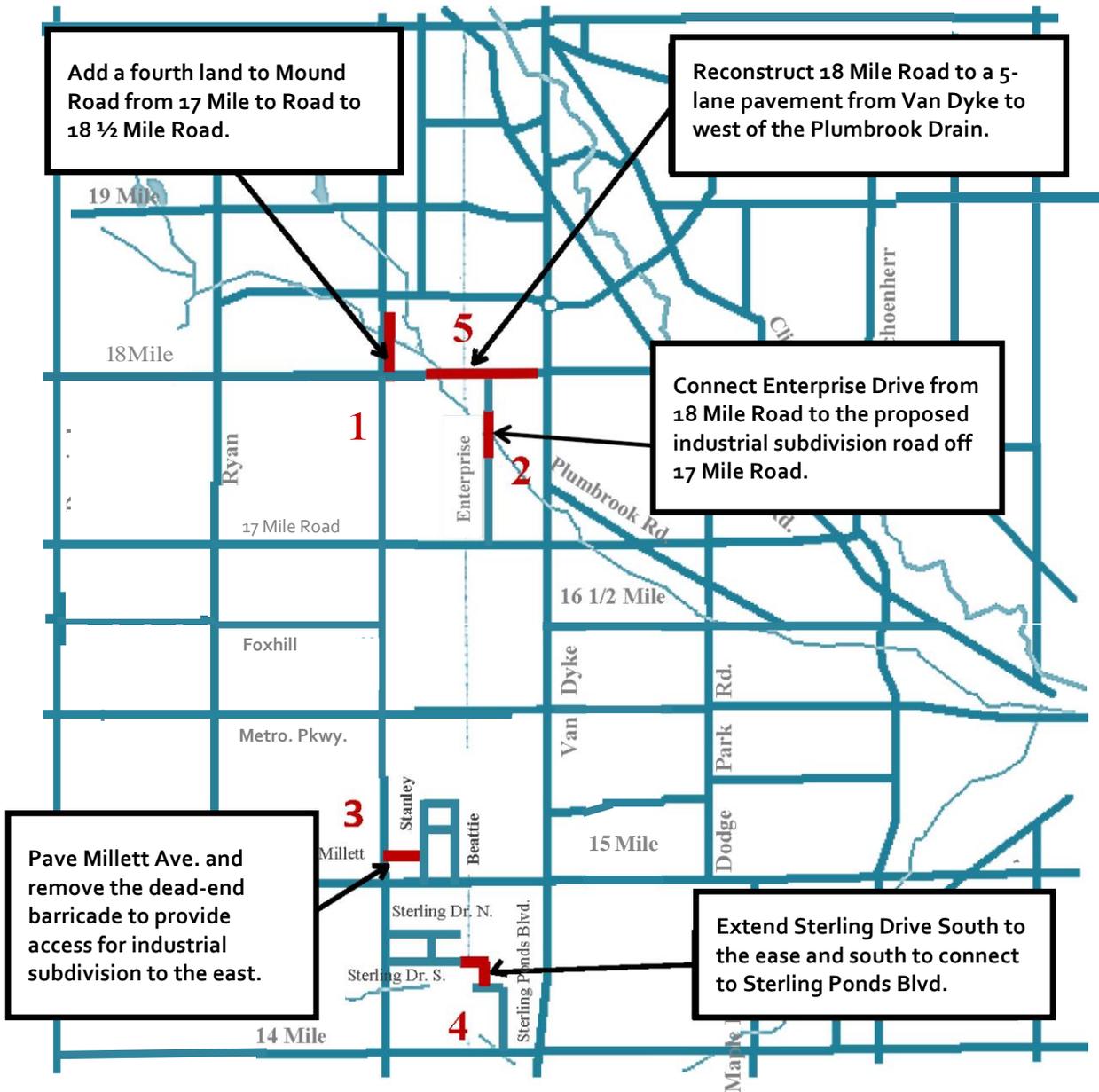


Exhibit 2

Pedestrian/Bicycle Connectivity

Study the opportunity to incorporate sidewalks along the major east-west and north-south roads in the district. Improve intersections to provide safe and accessible areas for pedestrian and bicycle crossings. Intersections to include ADA compliant crossings, alternative paving materials, improved signalization, signage and other traffic calming techniques to create a more inviting and comfortable sidewalk environment and promote more non-motorized activity.

The following list identifies the suggested sidewalk gap completion locations to be completed in the LDFA/SmartZone District along with prioritization of construction and estimates of cost.

Priority	Location	Estimate
1.	Metro. Pkwy, north side gaps bet. Van Dyke & R.R.	\$75,000
2.	Mound Rd, 15 Mile to Metropolitan Parkway	\$180,000
3.	15 Mile, North side bet. Van Dyke and Mound	\$180,000
4.	Mound Rd, Metro Parkway to 18Mile	\$295,000
5.	17 Mile Road, north & south side gaps bet. Van Dyke & Mound	\$312,000
6.	18 Mile Road, north & south side gaps bet. Van Dyke & Mound	\$296,000
7.	Mound Rd, 18 Mile to 19Mile	\$151,000
8.	Mound Rd, 14 Mile to 15 mile	\$93,000
9.	14 Mile Road, Mound to Sterling Ponds Blvd.	\$98,000
10.	18-1/2 Mile Road, Mound to Van Dyke	\$180,000
11.	Merrill Road, West Side, 18 1/2 Mile to 19 Mile	\$90,000
12.	Van Dyke, 18 Mile to 18 1/2Mile	<u>\$90,000</u>
Construction Cost		\$2,040,000
Construction Cost plus Engineering & Contingency		\$2,448,000

A map of the sidewalk gap locations is provided with the prioritization identified for each segment

MAP OF SIDEWALK GAPS/PRIORITIZATION OF CONSTRUCTION

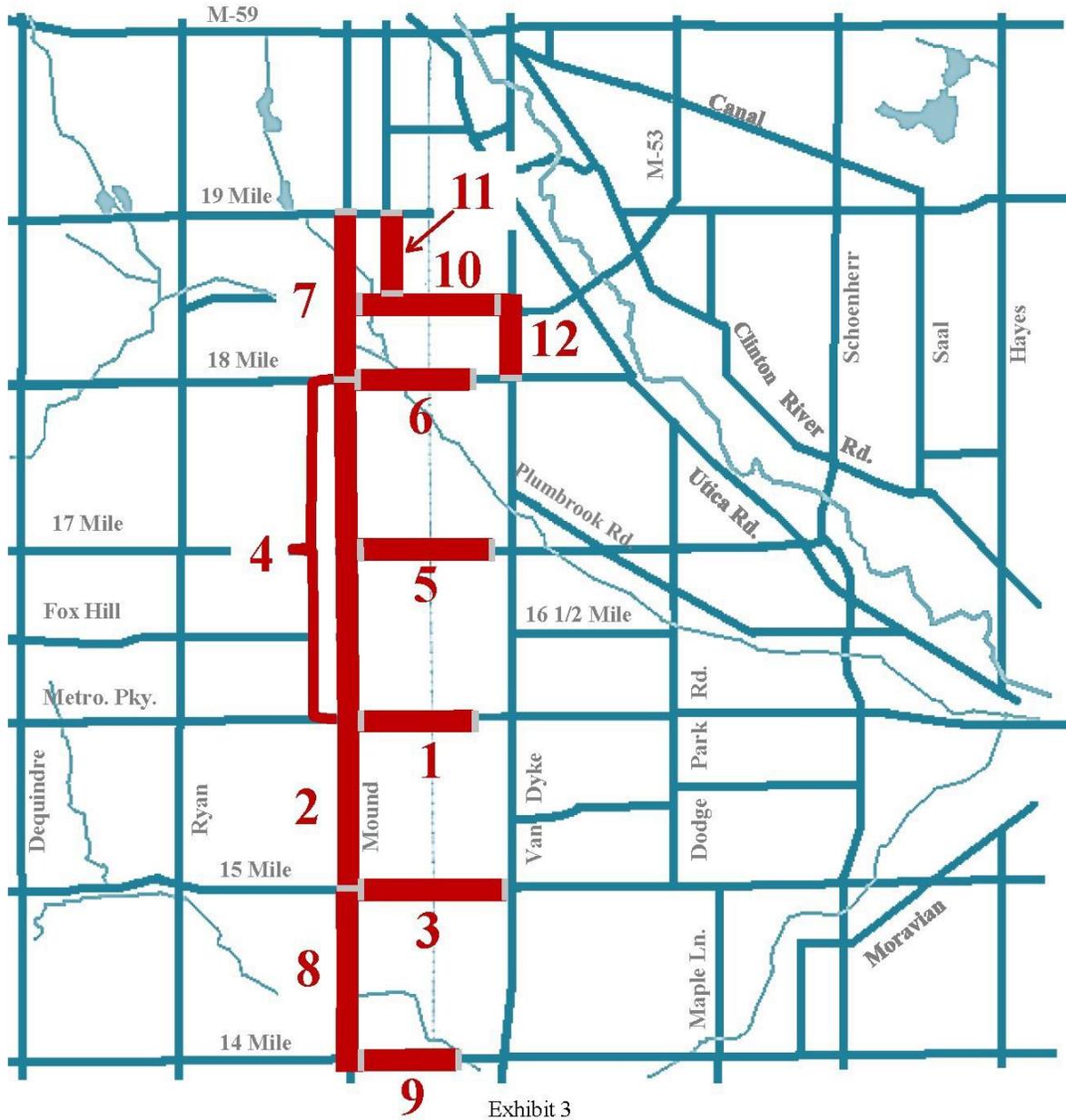


Exhibit 3

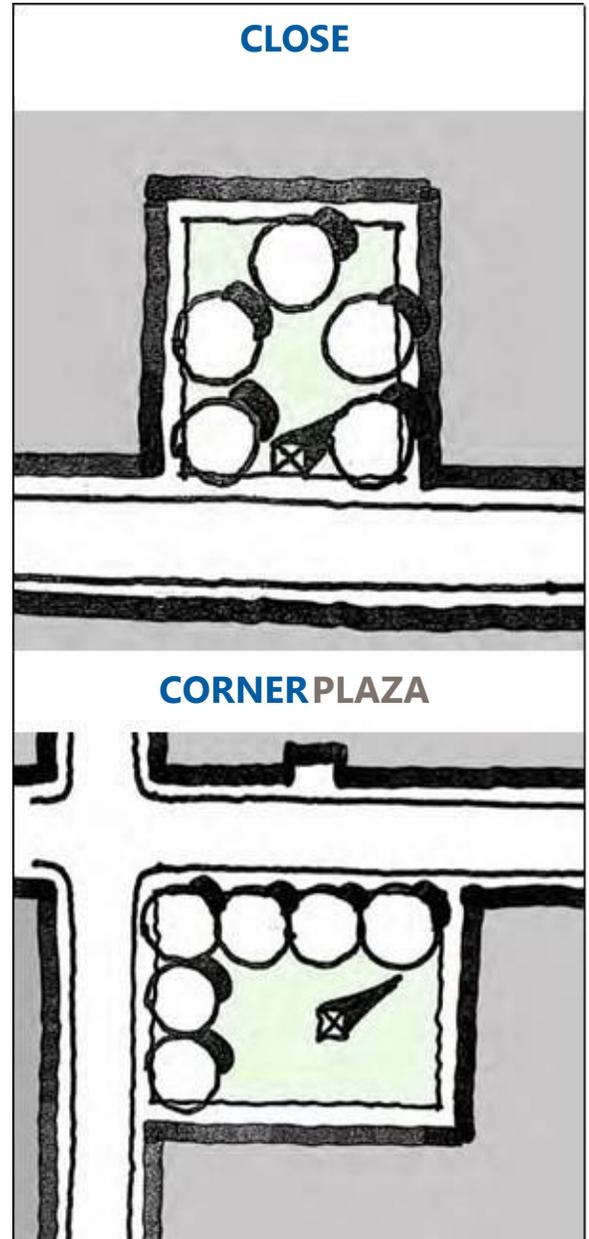
Enhanced Landscaping for New Developments

The city should consider requiring that new developments in the LDFA/SmartZone District install enhanced landscaping for the benefit of the district as well as for the general community. Specifically, new developments would create pocket green spaces that integrate public art or public spaces as part of the larger development. Successful public art projects have the ability to infuse new developments with a strong connection to the community, giving both residents and visitors a vibrant sense of place, and help both express and forge local identity.

Suggested types of green spaces that could be included with new district developments include the following:

Close. An enhanced landscape space that is fronted by buildings on 3 sides and a street on the fourth side. A close is typically hard surfaced with any landscaping being located in planters or tree grates. A close shall have a minimum area of 4,000 sq. ft. and a maximum area of 15,000 sq. ft. and shall have a minimum dimension of 50 feet.

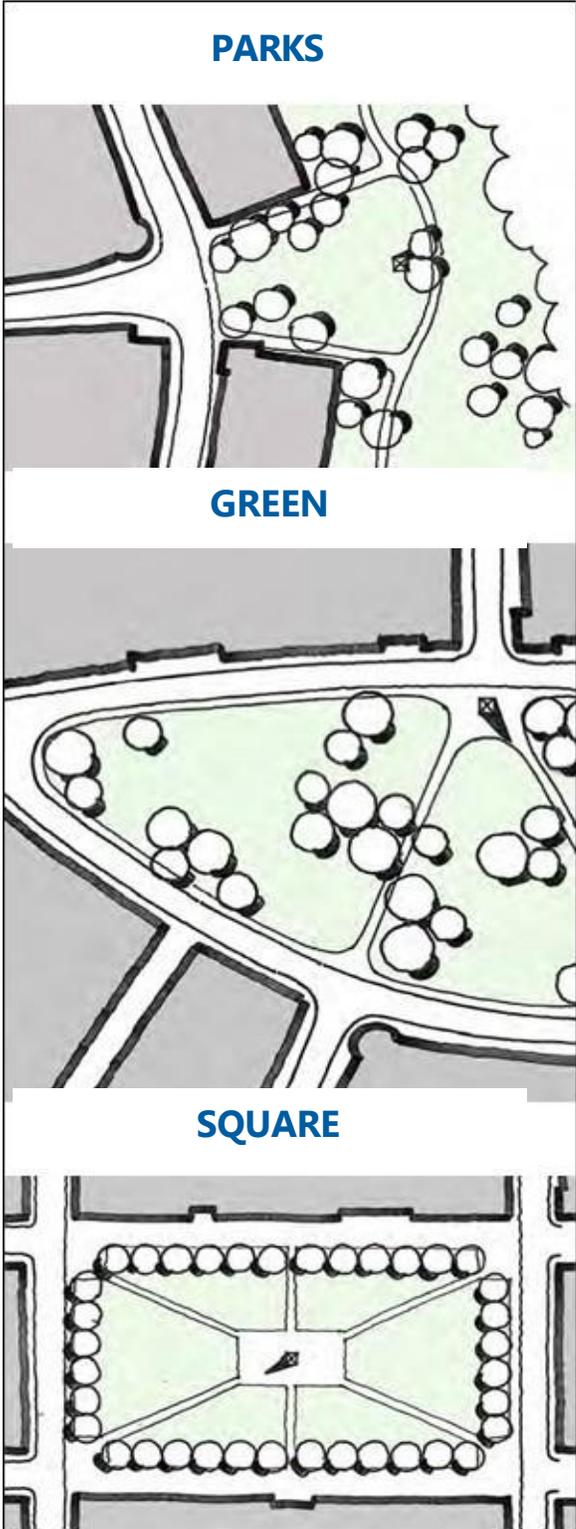
Corner Plaza. An enhanced landscape space located at the corner of two streets. A corner plaza is created by shifting the build- to-zone along one street back from the frontage line of the building lot to create an open space area in between the building and the street. A corner plaza is fronted by buildings on 2 sides and by streets on 2 sides. A corner plaza shall have a minimum area of 4,000 sq. ft. and a maximum area of 6,000 sq. ft. and shall have a minimum dimension of 30 feet. When a corner plaza is proposed, the build to zone is shifted to the edge of a corner plaza



Parks. An enhanced landscape space usually created around an existing natural feature. It is the largest type of open space and is the most natural in character. A park does not have a minimum area; however, it must contain a natural feature of some kind, such as a woodlot, water channel or water feature, or wetland.

Green. An enhanced landscape area that is spatially defined by adjacent rights-of-way, private road easements, or building facades. A green contains a grassy center that may have hard surfaced pedestrian pathways crossing the lawn area. The edges of the Green are usually defined by formal tree plantings or landscaped planters which surround the grassy center. A green should have a minimum area of 1 acre, and have a minimum dimension of 150 feet.

Square. An enhanced landscape area defined by adjacent building facades, public road rights-of-way, or private road easements. It has a mix of pavement and formally designed landscaping. Monuments and art work are commonly included in its design. A square is defined on at least one side by a street. A square shall have a minimum area of 15,000 sq. ft. and a maximum area of 1 acre and shall have a minimum dimension of 100 feet.



L DFA/SmartZone Site Amenities

In conjunction with the requirement to provide enhanced landscaping in the L DFA/SmartZone District for new developments, the city should set a minimum quality standard for site amenities that would complement the proposed district monument signs and street signs.

Site amenities properly integrated in the design of a public space as well as new private development creates an identity and develops a sense of place around it. Items of street furniture comprising of benches, trash receptacles, tables and planters will make public spaces more aesthetically appealing. Uniformity of site amenities for both private developments and public spaces helps promote a common identity.

Recommendations for site amenities are included that would complement the new L DFA/SmartZone District monument signs.

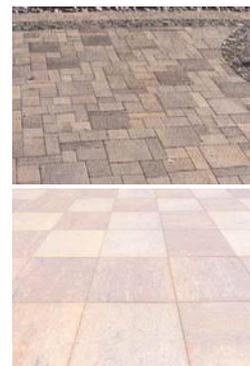


**Trash Receptacle,
Victor Stanley Model
SFE-36A; 36-gal; Side
Deposit; Grey**



PAVING MATERIALS

Special paving materials can provide variety and appeal to hardscape surfaces while defining different areas of activity and provide an inviting appearance. Decorative paving materials, "brick pavers" or colored and stamped concrete should be used in sidewalk cross-walks at intersections, parking lots, and plazas where feasible.



LDFA/Smart Zone Landscaping

Landscaping material in the LDFA/SmartZone District would include a variety of shade trees, ornamental trees, perennials and grasses. The objective is to provide an attractive and comprehensive landscaping strategy that contributes to the character and identity of the District.

Landscaping enhancements around District monument signs would include groundcover at the base of the signs accented with perennials and grasses within an irrigated landscape bed and ornamental trees outside the landscape beds.

Landscaping enhancements at Civic Spaces / Places of Interest would include larger shade trees at the perimeter and ornamental trees in tree grates in addition to perennials and grasses in irrigated landscape beds

PERENNIALS AND GRASSES



Rocket City Daylily



Nearly Wild Rose

GROUNDCOVER



Russian Sage



Blue Oat Grass

ORNAMENTAL TREES



Cardinal Crabapple



Serviceberry

SHADE TREES



Basswood



Ginkgo



Sugar Maple



Norway Maple

Summary of Public Input and Comments

There have been two opportunities for public comment as the LDFA/SmartZone District Enhancement Report was developed. On May 18, 2016 HRC staff attended the Sterling Edge Business Awards. The meeting included numerous local businesses which were invited to setup displays and booths to promote their business.

In attendance were local business leaders, the Sterling Heights Chamber of Commerce, members of the Sterling Heights City Council and administrative staff, and other general members of the business community. The LDFA/SmartZone District proposed monument sign renderings and intersection improvement concepts were displayed (24"x36" poster boards), and copies of the draft LDFA/SmartZone District Enhancement Report were available for review. It was an open format where interested attendees could approach HRC staff and engage in discussion regarding the study and proposed enhancement recommendations. The second event was at Manufacturers' Event sponsored by the Sterling Heights Chamber of Commerce & Industry on May 25, 2016. The format was very similar to the Sterling Edge Business Award event.

The feedback has been very positive. Fifteen comments were about promoting businesses in the District. Eleven comments stated that the proposed improvements would benefit the district drawing in visitors. One person stated that no changes are needed in this area and he preferred that his taxes be reduced. The following are examples of typical comments received at both of the events.

- ≡ *"Looks great. The district needs to be upgraded"*
- ≡ *"I like it. I'm from Shelby and I would like them to do something like this"*
- ≡ *"I like the idea. The street signs look good"*
- ≡ *"Looks Great. I'm surprised how many businesses are in the district. People don't know about the district."*
- ≡ *"This is a good idea. It's important that we market the district."*
- ≡ *"Hopefully these improvements are all approved. I'm looking forward to seeing this project happen".*
- ≡ *"The streets are starting to look really bad. I'm glad they're looking to fix them."*
- ≡ *"Other cities are marketing their commercial and industrial areas. I'm glad Sterling Heights is doing this".*
- ≡ *"Love it! How can I help?"*
- ≡ *"Nice to see Sterling Heights leading this. It's something that needs to be done."*
- ≡ *"Maybe other communities can continue the theme, using the same monument base and their own Colors / design on the top. Love the colors."*

On June 15, 2016 a presentation of the draft report was done before the LDFA/SmartZone board for their review and comment.

The feedback received from the LDFA/SmartZone board and from the public meetings point to strong support from local businesses for infrastructure and aesthetic improvements in the LDFA/SmartZone District. Feedback indicate a strong desire to market the district as a unique location and invest the funds necessary to keep the district sustainable so that businesses can compete with businesses regionally in communities that are making similar infrastructure and aesthetic improvement investments in their business districts.

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 Sterling Heights Police Officers Association/Michigan Association of Police (Presentation – Mark Vanderpool, City Manager).

Submitted By: Office of Human Resources

Contact Person/Telephone: Walt Blessed, Assistant City Manager / Human Resources Director, 586/446-2316

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

Background – The Deferred Retirement Option Plan (DROP) for members of the Sterling Heights Police Officers Association (SHPOA) closed on September 17, 2012. However, because a number of police officers who elected to enter into the DROP prior to September 17, 2012 continue as active employees during the five-year DROP period, the collective bargaining agreement (CBA) between the City and SHPOA sets forth the terms and conditions of the DROP at Exhibit C.

Most DROP participants were hired prior to July 1, 1996. By the terms and conditions of the CBA, these DROP participants are awarded vacation time in advance every July 1st. Consequently, the DROP provides that when DROP participants separate from employment with the City, they do not receive a payout for accrued vacation time. This rule makes sense because otherwise, these DROP participants would be paid for vacation time that had not been earned.

There are, however, two DROP participants hired after July 1, 1996. These two DROP participants earn vacation time on their anniversary date (i.e. not in advance annually on July 1st). Consequently, the existing DROP rule harms these employees since they did not have an opportunity to use the accrued vacation time that has been earned, but not used, at the time of separation of employment in June, 2016. This earned time is simply lost.

The SHPOA maintains that this is not equitable for their membership since the DROP participants earning vacation time on their anniversary date do not have an opportunity to use the vacation time earned before losing it. The SHPOA is requesting an amendment to the terms and conditions of the DROP to allow these two DROP participants to receive a pay-out of their earned, but unused vacation time. Similarly situated DROP participants in the Fire Department do receive payouts for accrued vacation.

Recommendation - City Administration has prepared a simple amendment to the DROP that will allow the two DROP participants affected by the aforementioned rule to receive a pay-out of their earned, but unused vacation time at the time of separation. If approved, the MOU will correct for an unintended result.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to approve the Memorandum of Understanding between the City of Sterling Heights and the Sterling Heights Police Officers Association/Michigan Association of Police 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

MICHIGAN ASSOCIATION OF POLICE\STERLING HEIGHTS POLICE OFFICERS
ASSOCIATION (Union)

It is hereby agreed by the City and Union that Appendix C, titled “Deferred Retirement Option Plan”, of the 2013 - 2017 collective bargaining agreement (CBA) between the parties shall be and hereby is amended to read as follows:

- E. The calculation of the Employee’s “Average Final Compensation” (“AFC”) shall be based upon the contract provisions in effect on the Employee’s DROP Date and to the extent applicable, shall include all monies which, if the Employee had terminated employment on their DROP Date, would have otherwise been included in calculating the Employee’s AFC. The City’s payment of “separation buyout monies” which have been included in AFC as provided herein and by Article 35.4 of this Agreement shall occur within 60 days of the Employee’s effective DROP Date (i.e., retirement date). All vacation, sick, compensatory or personal time accruing after a Participant’s effective DROP Date shall accrue and be governed by the provisions of this Agreement, except that any unused vacation time at the time of termination of employment will not be paid to any DROP Participant **hired before July 1, 1996** (i.e., must be used or is lost). It is expressly understood that the actual amount of “separation buyout monies” included in AFC and paid to the Employee at time of DROP election may be different in amount than the “separation buyout monies,” if any, paid to the DROP Participant at actual termination of employment.

This memorandum of understanding does not establish any past practice or precedence for any future related situation for either party.

FOR THE CITY

FOR THE UNION

Michael C. Taylor
Mayor

Fred Timpner
Labor Relations Specialist

Mark Carufel
City Clerk

Richard Heins
President

Date

Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF STERLING HEIGHTS



AND

STERLING HEIGHTS POLICE OFFICERS ASSOCIATION



JULY 1, 2013 - JUNE 30, 2017

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LETTERS OF UNDERSTANDING

AGREEMENT

THIS AGREEMENT made and entered into between the CITY OF STERLING HEIGHTS (**Employer or City**), the MICHIGAN ASSOCIATION OF POLICE (**MAP**) and the STERLING HEIGHTS POLICE OFFICERS ASSOCIATION (**Association**).

ARTICLE 1

Purpose and Intent

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Association.

1.2 The parties recognize that the interest of the community and the job security of the officers depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.3 This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the City and the Association 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.

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

ARTICLE 2

Recognition

2.1 The Employer recognizes and acknowledges that the Michigan Association of Police (MAP) is the exclusive representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment and other conditions of employment for sworn Police Officers (**Officers**) under the rank of Sergeant.

ARTICLE 3

Representation

3.1 The City shall allow four (4) members of the Association to be released from work at full pay for purposes of negotiations, grievances or other matters with City representatives. However, this shall not cover Association related activities, including but not limited to, preparation for the

above-referenced purposes and preparation for grievance or 312 Arbitration, MERC, or the Courts. No shift adjustment shall be made as a result of negotiations or other meetings with the City for Association representatives meeting on their own time without approval of the City Manager or Chief of Police.

3.2 The Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer 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.

3.3 Authorized representatives of MAP shall be permitted to visit the operation of the Employer during working hours to talk with officers in the Association, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

3.4 A MAP representative shall be part of the Bargaining Committee.

ARTICLE 4

Grievance Procedure

4.1 A grievance is defined as a difference, dispute or complaint between the City and the Association as to the application or interpretation of this Agreement, which includes all department rules and regulations, and it is mutually agreed that grievances shall only be allowed on items contained in this Agreement, during the life of this Agreement.

4.2 Every officer in the Association shall have the right to present grievances in accordance with the procedure herein.

4.3 While the Association represents probationary officers, the parties mutually agree that probationary officers may be dropped, discharged, fired or suspended during the probationary period without recourse to the grievance procedure.

4.4 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.

4.5 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 may be extended upon mutual agreement, in writing, by the Association and the City. For purposes of this article, all time periods shall be calendar days.

4.6 Election of Remedies. When the same remedies are available for a dispute which arises under this Agreement 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 officer elects to utilize the statutory or administrative remedy, the Association and the officer shall not process the complaint through the grievance procedure provided for in this Agreement.

Nothing herein shall be construed to eliminate the right of an officer or the Association to apply to the Courts to compel compliance with terms of this Agreement by request for injunctive or other relief. Nor shall this article be construed to bar grievances which seek relief not within the jurisdiction or not available in the above other forums.

4.7 Grievances shall be processed according to the following steps:

STEP 1 - Verbal (Immediate Supervisor). Officers who believe they have a grievance may discuss their complaint with their immediate supervisor, with or without the presence of their representative. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. Officers shall have the right to discuss the complaint with their representative before any discussion takes place with the supervisor. The supervisor shall make arrangements for the officer to be off the job for a reasonable period of time in order to discuss the complaint with their representative. 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 by oral discussion at Step 1, a grievance may be submitted in written form by the representative to the appropriate immediate supervisor. The supervisor shall sign, date and time stamp the grievance form RECEIVED. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the officer(s) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant officer claims have been violated. The immediate supervisor shall discuss the grievance with the representative and the grievant officer within five (5) days of his receipt of the grievance and render a written answer to the representative within five (5) days of such discussion. The written answer shall outline in detail the basis or reason such decision was arrived at. Any documentation, orders or rules and regulations shall be attached.

STEP 3 - Chief. If the matter is not satisfactorily settled at Step 2, the grievance may be referred to the Chief. The Chief or his designated representative shall sign, date and time stamp the grievance form RECEIVED. The Chief or his designated representative shall hold a meeting with Association Executive Board officers within seven (7) days after referral to this step to discuss the grievance. If not satisfactorily adjusted at this meeting,

the Chief or his designated representative shall give his written answer within seven (7) days of the meeting.

STEP 4 - City Manager. If not satisfactorily settled at Step 3, the grievance may be referred to the City Manager. A meeting between the City Manager and/or his designated representative(s) and Association Executive Board officers shall be held within seven (7) days after referral to the City Manager to discuss the grievance. If not satisfactorily adjusted at this meeting, the City Manager or his designated representative shall give a written answer within fourteen (14) days of the meeting.

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 Association) 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.

Pre-Arbitration. Within thirty (30) days of requesting arbitration, the parties should arrange a mutual meeting to review the case. If such meeting fails to resolve the matter, the parties agree that only the items, witnesses and evidence presented at the pre-arbitration meeting shall be presented at arbitration. It is further agreed that the Association will present its case first at arbitration in cases regarding contract violations; and that in cases of discipline and rates for new positions, that the City shall present its case first.

4.8 The arbitrator shall limit his decision strictly to the interpretation or enforcement of this Agreement, and shall have no authority to:

- A. Require the City to purchase buildings, equipment or material.
- B. Add to, subtract from, alter or modify any of the terms of this Agreement.
- C. Grant a wage increase or decrease, except in cases of arbitration of new positions established by the City between contract periods.
- D. Substitute his discretion for the City's discretion in cases where the City has been given discretion by this Agreement.
- E. Decide any question, which under this Agreement is within the responsibility of the Employer to decide. In rendering decisions, the arbitrator shall have due

regard to the responsibility of the Employer and shall so construe this Agreement that there would be no interference with such responsibilities except as it may be specifically limited by this Agreement.

- F. Grant any relief for any period of time whatsoever prior to the execution date of this Agreement. This shall not be the case, however, with regard to grievances over wages, hours or other terms of conditions of employment, which were timely filed prior to the execution date of this Agreement.
- G. 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.

4.9 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.

4.10 The decision of the arbitrator shall be final and binding upon the City, the Association and the grievant officer, and there shall be no appeal of the arbitrator's decision if made in accordance within the jurisdiction and authority of this Agreement.

4.11 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 dropped.

4.12 In the event a case is arbitrated and the arbitrator finds there is 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.

4.13 The expenses of the arbitrator shall be borne by the losing party. If the arbitrator is unable to determine the losing party, then the expenses of the arbitrator shall be shared equally by the City and the Association.

4.14 The City and the Association shall individually make arrangements for, and pay the expense of their respective witnesses.

4.15 The grievant, Association representatives and any other City of Sterling Heights employee witnesses testifying before such proceedings shall not lose pay for the time off the job during arbitration proceedings.

4.16 All records, reports, and other information pertaining to 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.

4.17 Grievances affecting more than one (1) officer may be treated as group grievances and entered at Step 3 of the grievance procedure by the Association.

4.18 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 agency's immediate attention for a recommendation as to the action to be taken at Step 3.

4.19 Any unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Association.

4.20 All settlements or agreements between the Association/MAP and the City shall be in writing signed by the Association/MAP and the City.

ARTICLE 5

Agency Shop

5.1 Membership in the Association is not compulsory. Officers have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an officer with regard to such matters.

5.2 To the extent that the laws of the State of Michigan permit, it is agreed that all officers, including probationary officers, covered by this Agreement, shall be required as a condition of employment to either become a member of the Association or pay a service fee to the Association, which shall be equivalent to the Association monthly membership dues, for the duration of this Agreement.

ARTICLE 6

Dues and Deduction

6.1 The Employer shall deduct from the wages of each officer Association dues/service fees in the amount as prescribed by the Association. As per MCL 408.477, these deductions shall be made by the Employer automatically for those already in the Association and each time an officer is placed in the Association or returns from a leave of absence. This will be done according to the above law without the need of authorizations by the individual officer as long as the officer is receiving a paycheck from the City.

6.2 The Employer will deduct Association dues/service fees from the first and second pay periods in the calendar month. If an officer has no pay coming for such pay periods or if such pay

period is the first pay of a probationary officer, such deduction shall be withheld from the immediately subsequent pay period.

6.3 The Employer will withhold from the pay of officers in any month, only the deduction incurred while officers have been employed with the City.

6.4 In the event that a refund is due an officer for sums deducted from wages and paid to the Association, it shall be the responsibility of the officer to obtain the appropriate refund from the Association.

6.5 All sums deducted by the Employer shall be remitted to the Treasurer of the Sterling Heights Police Officers Association.

6.6 In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the Association that the additional amounts have been authorized pursuant to and under the Association's By-Laws.

6.7 The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made, and, if for any reason it fails to make the deduction, the Employer shall deduct the appropriate amount from the officer's next pay in which such deduction is normally deducted after the error has been called to its attention by the officer or the Association.

6.8 Indemnification. The Association shall indemnify and hold harmless the Employer against any and all liability, which may arise by reasons of the deduction by the Employer of money as Association dues/service fees deducted from an officer's wages.

ARTICLE 7

Association Rights

7.1 Officers of the Association shall not be required to do work for another Employer.

7.2 The Employer agrees that it will not replace officers in the Association or require other persons, other than officers in the Association, to perform work which is recognized as the work of officers in the Association, except in temporary situations, training or cases of emergencies.

7.3 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the officers covered by this Agreement (except as set forth in the Letter of Understanding regarding Detention) or contract with officers in the Association, individually or collectively, which in any way affect wages, hours or working conditions of officers covered by this Agreement. This is not to be construed to include the

normal personnel actions as made by the Civil Service Commission such as recruitment, promotion or classification due to changes in organizational functions.

7.4 Bulletin Boards. The Employer shall provide a bulletin board in the Police Department for use by the Association. All notices shall be signed by a representative.

7.5 Officers, (including discharged officers), may see their personnel file and may also receive copies of anything describing their employment record--favorable and/or unfavorable.

7.6 A photo copy of the above information may be obtained. The Employer may charge after one (1) free copy of the file has been furnished.

ARTICLE 8

Discipline

8.1 The Employer shall not discipline officers without just cause.

8.2 The parties agree that officers shall have the rights guaranteed under the Weingarten Decision.

8.3 The Employer agrees that before officers can be disciplined by other than verbal reprimand:

- A. Written charges must be served upon the officer to be disciplined within ninety (90) calendar days of the infraction or within ninety (90) calendar days of when the Employer had knowledge of the infraction.
- B. The Association must be served with the written charges within ninety-five (95) calendar days of the infraction or when the Employer had knowledge of the infraction.
- C. The Association will be notified of any discipline given other than verbal reprimands.

8.4 Officers will have four (4) calendar days to respond in writing to written questions from supervision regarding any incident that the officer feels could result in disciplinary action. This is not to be interpreted to apply to the General Incident Report (G.I.R.) or supplements to the G.I.R. that officers are required to submit.

8.5 Seniority officers aggrieved by disciplinary action, may seek relief through the grievance procedure as outlined in Article 4 of this Agreement by going immediately to Step 3 (Chief).

8.6 If an officer or the Association grieves the discipline, the Chief shall release to the Association any and all write-ups, statements, investigations and reports relating to this specific discipline. The above information shall be given to the Association before or at the very latest at the time of the grievance meeting at Step 3 (Chief).

8.7 Removal of Discipline. Documentation of discipline shall be removed from all Employer files from date of infraction:

- A. Two (2) years for incidents or infractions not involving loss of time or wages.
- B. Three (3) years for incidents or infractions involving loss of time or wages equaling three (3) days or less.
- C. Five (5) years for incidents or infractions involving a loss of time or wages greater than three (3) days.

ARTICLE 9

Probation

9.1 Probationary Officers. All probationary officers shall serve a minimum one (1) year probationary period from their date of hire. The City will conduct a performance evaluation of all probationary officers after six (6) months of employment.

9.2 After a probationary officer successfully completes the probationary period, the officer shall be placed upon the seniority list gaining seniority from date of hire as a Police Officer.

9.3 Promotion to Sergeant. No promotion to Sergeant shall be deemed permanent until after the successful completion of the one (1) year probationary period. At any time during the probationary period, probationary sergeants may be returned to their previous rank for cause in a similar manner as provided for in Act 78. If at the close of the probationary term, the conduct or capacity of the probationary sergeant has not been satisfactory to the Employer, the probationary sergeant shall be notified within ten (10) days in writing that they will not receive permanent appointment. There shall be no loss in seniority as a result of such action.

ARTICLE 10

Seniority

10.1 Seniority is the giving of a privileged status to officers who have attained continuous service with the Department. A "seniority officer" is defined as an officer who has successfully completed the probationary period.

- 10.2 Seniority rights shall not apply to probationary officers.
- 10.3 The Employer shall post a seniority list every six (6) months.
- 10.4 Loss of Seniority. Officers shall lose seniority only for the following reasons:
- A. Discharge.
 - B. Voluntary Quit.
 - C. Layoff for a period of over two (2) years.
 - D. Absent for three (3) or more consecutive working days without notifying the Employer.
 - E. After being recalled from layoff and not reporting within seven (7) days.
 - F. At sole discretion of the Employer, items "D" and "E" above may be waived.
- 10.5 The criteria to determine seniority shall be based on date of hire. When conflicts arise as to identical dates of hire, the officer's placement on the Civil Service eligibility list shall be the criteria used to determine seniority. Seniority rights shall conform to contract language and shall also include the following:
- A. Officers shall continue to accrue seniority while on duty disability and/or duty disability pension.
 - B. Officers on non-duty disability shall accrue seniority up to two (2) years while on non-duty disability leave.
 - C. Officers returning to work from layoff, duty disability leave and/or duty disability pension, and non-duty disability shall not be on probation.
- 10.6 Seniority preference shall apply as indicated in the selection of:
- A. Shift Assignment.
 - B. Scheduled Leave Days (SLD's).
 - C. Vacation Time (VAC).
 - D. Compensatory Time (CMT).
 - E. Personal Leave Time (PT).

- F. Assignment of Overtime. Equalized overtime prevails except under emergency conditions.

10.7 Criteria by Seniority Preferences.

A. Shift Selection.

1. All personnel assignments shall be made by the Employer.
2. Officers shall be allowed to indicate their preference, by seniority, the shift on which they prefer to work, and their SLD's, once manpower allocations have been set by the Employer. No overtime will be paid to an officer for participating in the shift selection process. If necessary, the Police Chief may request that the Union Executive Board assist in contacting Union members for shift selection purposes.
3. The selections shall begin each March 1st and September 1st, and end the last day of March and September.

Upon completion of the shift selection process, there shall be a posting of new shift rosters.

The effective date of transfer will always be the first day of the second pay period of each April and October.

4. Once a selection preference is granted, officers will remain on that shift until transferred or until the next shift selection period.

- B. Exchange of SLD's. Upon written notification of any on-duty shift commander, officers may exchange SLD's within the same pay period as long as this does not cause overtime.

C. Vacations.

1. At the beginning of the six (6) month shift period, a vacation list will be supplied to all officers of that shift. This list will be maintained by the Shift Commander.
2. Officers will have the option of selecting their vacation in blocks of not less than one (1) week. This selection will be accomplished within ten (10) working days of the start of the second pay period of each April and October. Once vacation blocks are selected, officers must take their time

off unless an emergency arises. Any vacation changes are subject to the approval of the Shift Commander.

3. The shift vacation list has priority over single vacation days. Each shift's vacation list shall be posted.
4. In case of transfers within the six (6) month period, officers transferred will be entitled to vacation time as originally approved and scheduled except in cases of extenuating circumstances.
5. On single vacation days, requests must be submitted at least two (2) weeks prior to the requested date in order to exert seniority rights. The Shift Commander may waive the two (2) week rule at his discretion.

D. Leave Time.

1. Vacation time, compensatory time and personal leave time must be approved in advance by the Shift Commander.
2. Under no circumstances will leave time be approved if officers have insufficient time in their accounts.
3. Should manpower needs drop below the shift's normal staffing requirements to serve the public or provide mutual protection to the officers, leave time may be canceled or denied at the discretion of the Shift Commander.
4. Leave time may be taken in one (1) hour increments.

10.8 When an officer is transferred:

- A. Job openings will be posted for ten (10) days, from each February 18th and August 22nd. Officers being transferred from their present assignments shall be notified, in writing, by the Division Commander by each February 18th and August 22nd.
- B. Department-Initiated Transfer. Seniority shall be honored with respect to the above and following sections. Transferred officers have the right to bump.
- C. Self-Initiated Transfer. When an officer requests an immediate transfer, the officer making the request will accept the shift and SLD's of the officer replaced. Once a selection is granted, the officer shall remain with the shift and SLD's for the duration of the selected shift period. Any changes must be approved by the Division Commander prior to the change.

- D. Transfers at any time for hardship or personal reasons may be requested and may be granted by the Chief of Police.
 - 1. Officers being granted an immediate transfer shall accept the shift and SLD's of the officer replaced.
 - 2. If the immediate transfer does not cause an officer to be replaced, the requesting officer shall have SLD's on the new shift according to seniority.
- E. Transfers that are necessitated by budget restrictions, creation of new bureaus, promotions, terminations or retirements may be made at any time to insure the smooth operation of the Employer, provided the job opening is posted for ten (10) days prior to the transfer.
- F. Temporary transfers shall not be made for a period over sixty (60) days.
- G. New officers must serve a minimum of three years (including the probationary period) as a road patrol officer with the Sterling Heights Police Department before requesting or receiving a transfer to a specialty assignment other than DARE. If no one submits a transfer with three (3) year S.H.P.D. experience, officers with at least three (3) years police experience, despite the department, will be eligible. If no requests are submitted, the position will be open to the police officers not currently on probation.

10.9 Setting of SLD's. Prior to shift selection, the Division Commander will set up an SLD chart. The chart will show two (2) full pay periods and illustrate the allowed SLD's. Each position shall have SLD's shown in the form of an "X" on the chart to indicate the days off.

ARTICLE 11

No Strike - No Lockout

11.1 The Association agrees that all officers and agents shall be prohibited from engaging or encouraging others to engage in any strike, work stoppage, deliberate slow-down or interference of any operation of the City during the terms of this Agreement.

11.2 The Association agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying officers that it disavows these acts. The Association further agrees that the City shall have the right to discipline, (including discharge), officers who violate this Article.

11.3 The City agrees that it will not lock out any officer during the term of this Agreement. If any officer is unable to work because equipment or facilities are not available to them, such inability to work shall not be deemed a lockout under the provisions of this Section, and the officer will suffer no loss of wages or benefits unless formally laid off because of such inability to work. This lockout provisions shall not apply in the event of a strike.

ARTICLE 12

Layoff and Recall

12.1 Layoffs. In case of layoff, the Employer shall use seniority as prescribed by Act 78. Those officers laid off for more than one (1) year shall be required to pass a psychological and physical examination to be eligible for recall to their position.

12.2 Recall. The Employer shall give at least seven (7) calendar days' notice mailed to the last known address by certified mail. Officers who fail to make themselves available for work according to notice shall forfeit all seniority rights under this Agreement. However, the Employer at its sole discretion may make an exception. Recall shall be by reverse seniority with the last person laid off being the first person recalled.

ARTICLE 13

Military Service

13.1 Probationary officers who enter the Armed Forces must complete their probationary period, and upon completion, will have seniority equal to the time they spent in the Armed Forces.

13.2 Re-employment rights of officers will be limited to applicable Federal and State laws and regulations.

ARTICLE 14

Education

14.1 Education Allowance.

- A. Upon receipt of an Associate's Degree from an accredited college or university as determined by the U.S. Department of Education, officers shall be entitled to base pay at an annual rate that is Three Hundred (\$300) Dollars above the rate specified for them in this Agreement. Associate's Degree equals 14.4 cents per hour.

- B. Upon receipt of a Bachelor's Degree from an accredited college or university as determined by the U.S. Department of Education, officers shall be entitled to base pay at an annual rate that is Five Hundred (\$500) Dollars above the rate specified for them in this Agreement. Bachelor's Degree equals 24 cents per hour.
- C. Furnishing proof of completion of education as referred to above is as follows:
 - 1. A certified copy of the official transcript mailed directly to the Employer.
 - 2. Presentation to the Employer of a copy of a diploma. If a diploma is not available, a letter from the Dean of the college stating all requirements for the degree have been completed may be acceptable.

14.2 Educational Assistance Program. This program is offered to encourage officers 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. 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 seniority officer.
- B. Applications will be considered if the officer is eligible for or receiving funds for the same course from any other source (G.I. Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with this Article.
- C. Application will be approved by the Chief and City Manager's designee only for courses related to the officer'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 as determined by the U.S. Department of Education.
- E. There shall be a Seventy-Five (75%) percent reimbursement for tuition, lab fees, and required textbooks to a maximum of One Thousand Dollars (\$1,000) per year based upon courses completed with a grade of "C" or numerical equivalent, or for non-graded courses when the grade received is "Satisfactory" or "Passing."

- F. Officers must submit an official school transcript showing final grade received. Officers shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, the officer's successful completion of the course and adherence to the policies and procedures.
- H. Expenses such as student fees, parking, and mileage shall not be part of the Educational Assistance Program.
- I. Officers under this program shall attend classes on their own time and without compensation from the City.

ARTICLE 15

Promotions

15.1 Purpose. The City and the Association are committed to the maintenance and advancement of qualified, experienced and dedicated Police Officers.

15.2 Promotional Committee:

- A. The promotional system shall be administered by a Promotional Committee consisting of five (5) members: two (2) appointed by the City Manager, two (2) appointed by the Association, and the fifth (5th) neutral member shall be selected by the other four (4) members.
- B. The neutral party will serve as chairman of the Promotional Committee.
- C. The Promotional Committee shall have responsibility for:
 - 1. The resolution of challenges to examination questions and assessment center factors and exercises.
 - 2. The overall administration of the promotional system.
 - 3. The Promotional Committee has the responsibility for resolving disputes arising from the inability of the City and Association to reach agreement as to the items contained in this Article.
- D. All decisions of the Promotional Committee, within the responsibilities enumerated above, will be final and binding on the Association and the City.

- E. The Promotional Committee shall conduct an annual review of the promotional system and make written recommendations regarding amendments, deletions or additions. Within ten (10) days of the Promotional Committee's Annual Report, by mutual agreement, the City and the Association shall commence negotiations for an amended promotional system. Such annual re-opener does not, however, preclude the parties from mutually amending the system at any time as may be necessary and appropriate to its effective operation.

15.3 This promotional system supersedes Act 78 for promotions.

15.4 Eligibility and Requirements for Sergeant's Exam. Officers with five (5) years or more of continuous seniority as an officer with the Sterling Heights Police Department shall be eligible to test for the position. To determine officers' eligibility to take a promotional examination or to calculate their seniority credit, the closing date for determining their seniority shall be the date the promotional written test is given.

15.5 Testing Criteria.

- A. A bibliography for each test shall be determined by the Promotional Committee.
- B. Each test shall be administered and graded/scored by an independent testing agency to be selected by the Promotional Committee. The score used shall be the raw score converted to a percentage.
- C. The testing agency shall develop an appropriate test for the rank of Sergeant on the basis of the bibliography provided for in "A" above.
- D. Each test may be reviewed and approved by an outside consultant selected by the Promotional Committee before it is administered.
- E. The Promotional Committee may agree that a test be administered and graded/scored in accordance with procedures and standards established by the testing agency.

15.6 Examination.

A. Written Test.

- 1. The announcement of a test and the appropriate bibliography and assessment factors for such test shall be posted or otherwise communicated to testing officers 60 days ahead of the examination. Examinations will be conducted on the first Saturday in March of each

odd-numbered year beginning in 2007. Officers shall have twenty (20) calendar days from the announcement of a test in which to sign up with the Captain of the Support Services Division. Officers who are absent from duty more than twenty (20) days shall provide to the Police Captain an address where they can be contacted.

2. Officers may see their examination after it has been corrected during a period set up by the Promotional Committee.
3. Officers may challenge the validity of an examination question. Such challenge must be in writing, stating the reasons, and be filed with the Promotional Committee within ten (10) calendar days of the test (protest period). Officers will be notified if they passed or failed the exam following the expiration of the ten (10) day protest period.

B. Non-Written Examination.

1. All assessors shall be independent and neutral persons having no interest or connection, directly or indirectly, with the City or its representatives.
2. One-half (½) of the assessors appointed shall have actual knowledge and experience in Criminal Justice and/or Police Administration.
3. The remaining assessors appointed may have business, labor or professional backgrounds.
4. A list of potential assessors selected by the testing agency shall be approved by the Promotional Committee for each promotional test if deemed necessary by a majority of the Promotional Committee.
5. The Promotional Committee shall develop the factors and exercises for the assessment. Such factors and exercises will be submitted to a testing agency for final independent review and selective use in the assessment process.
6. All candidates will be required to submit a written resume of their accomplishments and achievements to the Human Resources Director two weeks prior to his or her scheduled oral interview date. After verification by the Human Resources Director, this resume will be shared with the assessors prior to the scheduled interview.

D. Scoring the Examination.

1. Officers are eligible for further promotional testing only if the score on the written examination is a minimum seventy (70%) percent.
2. Written examination: Fifty (50%) percent of total score.

Oral interview panel: Fifty (50%) percent of total score.
3. If any question on the written and/or non-written examination is held to be invalid, the entire examination will not be deemed invalid; but, scores will be adjusted to reflect the total points possible.
4. After totaling the written and non-written scores, officers who pass the above requirements will be given additional points for seniority commencing with five (5) years in accordance with the following schedule:

5–14 years of service	0.5 point for each year
15–25 years of service	1 point for each year beginning year 15

The maximum accumulation for any officer shall be 15 points.
5. No individual examination scores shall be released until all phases of the examination process have been completed.

E. Eligibility Lists.

1. The City Manager shall approve all eligibility lists before they are certified by the Promotional Committee. The eligibility lists shall be maintained by the City Manager's Office. All eligibility lists shall be certified by May 1. Due to extenuating circumstances, this date may be extended with the approval of the Promotional Committee.
2. The eligibility list will be valid from the date of its certification by the Promotional Committee until the first Saturday in March of the subsequent odd-numbered year. Promotions will be made only from a valid eligibility list.
3. Eligibility lists, which have been challenged, shall be held in abeyance pending final resolution of the challenge by the Promotional Committee.

15.7 Miscellaneous Provisions.

- A. In the event no officers successfully qualify for a given position, those officers, and any other qualified, shall be afforded a second examination. In the event no one qualifies in this second examination, further testing shall include all Sterling Heights Officers with less than five (5) years seniority, except probationary officers.
- B. In the event that an officer on the eligibility list for promotion either declines that promotion or returns to their previous rank or grade as provided in Article 9, that officer shall be removed from the eligibility list. The officer so removed may re-apply and re-test when subsequent eligibility lists are to be established.
- C. All costs, fees and expenses to maintain and administer the promotional system shall be borne by the City. However, no overtime will be paid to an officer who participates in the promotional process.
- D. No officer shall be required to pay a fee for any examination required under the promotional system.

ARTICLE 16

Residency

16.1 All officers in the Association, if not residents of the County of Macomb and/or 20 miles of the City's municipal boundaries at the time of their appointment, shall become residents within six (6) months after completing probation, and shall remain so while employed by the City. The Employer may extend the six (6) month period at its sole discretion.

ARTICLE 17

Hours of Work

17.1 Normal Working Hours. The work week shall consist of forty (40) hours; however, officers working eight (8) hour shifts will report in not later than fifteen (15) minutes prior to shift start (Roll Call). This fifteen (15) minutes shall be paid at time and one-half (1-1/2). Officers working ten (10) hour shifts shall not be required to report fifteen (15) minutes prior to shift for roll call.

17.2 Workday.

- A. The normal work day shall be either eight (8) hours or ten (10) hours depending on assignment.
- B. Traffic and patrol officers, evidence technicians, Detective Bureau, and Youth Bureau officers (with the exception of one (1) eight (8) hour officer) shall work ten (10) hours per day. Officers assigned to outside agencies and the School Resource Officer may work eight (8) hours per day.
- C. K-9 Unit officers shall work 35 hours per week with an additional five (5) hours pay per week for Fair Labor Standards Act compliance.
- D. Officers serving as Field Training Officers (FTO's) shall receive an additional one (1) hour pay on an eight (8) hour shift or an additional one and one-quarter hour pay on a ten (10) hour shift.

ARTICLE 18

Overtime/Compensatory Time

18.1 Overtime pay shall be one and one-half (1-½) times the hourly rate for all hours worked in excess of forty (40) hours in one (1) week, and/or beyond the normal shift in any one (1) day.

18.2 Overtime work shall be authorized by a supervisor.

18.3 Anytime the Employer decides that unscheduled overtime is needed or required to perform a job usually done by an officer, that overtime shall be first offered and made available to officers regardless of bureau assignments.

18.4 Training. Officers with approved leave time shall not be required to attend scheduled training programs. Those officers on SLD's will report for training and be paid overtime for attending training. Those officers assigned to afternoon and midnight shifts shall receive shift premium for training except when participating in the monthly department wide training program.

18.5 Choice of Time or Pay. Officers have the choice of compensatory time or pay for overtime worked. Officers are to designate their choice at the time the overtime work is actually earned.

18.6 Compensatory time is earned by officers at the overtime pay rate.

18.7 The accumulated unused compensatory time for officers shall be computed by the City as of the last day of the first pay period in June of each year, based upon the current rate of pay, and will be paid to officers by June 30. However, at the officer's option, he or she may elect to carry over into the next fiscal year up to twenty (20) hours of compensatory time in their compensatory bank.

18.8 Request For Compensatory Time Pay. Officers may request payment for any and/or all accumulated compensatory time before the 15th of the month. Payment will be made as soon as reasonably possible.

18.9 Overtime will be paid to officers on an hour for hour basis when they must report to a doctor of the Employer's choice for treatment of a duty related illness/injury before or after their regular work hours. Officers shall not be eligible for the three (3) hour minimum call-in provision. All efforts shall be made to schedule treatment during regular work hours.

18.10 Officers with accrued compensatory time who request the use of that time shall be permitted to use the time. However, if the request for compensatory time off is within a 48 hour time period from the requested date and there is already the maximum number of personnel off as determined by the oncoming shift commander then the Employer may not approve the requested time off since it could cause an undue disruption to the operations of the Police Department. Compensatory time requests will be primary to any single day vacation and personal leave requests; however, it will not preempt previously approved leave time.

18.11 Any officer participating in but not contributing to the Sterling Heights Police/Fire Act 345 Pension System under Section 35.2 shall be moved to the bottom of the Departmental seniority list for call in overtime.

ARTICLE 19

Distribution of Overtime

19.1 The Employer will make every reasonable attempt to fairly distribute scheduled overtime under the following conditions: for the purpose of this article, scheduled overtime is any event the Department has had at least seventy-two (72) hours advance notice.

19.2 Seniority officers who are able to report for full duty shall be eligible for scheduled overtime.

19.3 Only those officers who volunteer and sign-up for scheduled overtime shall be eligible, except as set forth in Section 19.6. The officer with the least amount of scheduled overtime hours will be given the assignment.

19.4 Scheduled overtime details shall be posted ten (10) days ahead of when needed, when possible, along with a description of said detail and an estimate of the number of hours to be worked.

19.5 Scheduled overtime will be worked by officers that are assigned to the bureau or division where the scheduled overtime occurs. Example: Investigations will work Investigations overtime; Narcotics, Narcotics overtime; Crime Prevention, Crime Prevention overtime; Evidence Technicians, Evidence Technician overtime. Patrol and Traffic Bureaus shall work overtime related to school athletics, parades, auctions, election details and other special events where uniform officers are needed.

19.6 Should there not be enough volunteer officers from the bureau or division requesting the scheduled overtime, other officers shall be used to complete the detail using the same criteria.

19.7 Should not enough officers sign up for the scheduled overtime, the Shift Commander shall assign such overtime to the lowest seniority officer available.

19.8 Scheduled overtime accounts shall be posted hour for hour and kept up-to-date by the Employer for six month periods to coincide with the shift selections.

19.9 In case of officers being equal in the amount of scheduled overtime hours, seniority shall prevail.

19.10 A grievance resulting in the finding of a violation of this Article by the Employer shall be remedied only by granting the grievant officer the next opportunity for scheduled overtime in an equal or greater amount, and not entitle them to pay for time not worked, except in the event of a third such finding as to the decision/action of a single supervisor, in which case the grievant officer would be entitled, if they prevail in their grievance, to pay as a remedy.

ARTICLE 20

Call-in and Court Time

20.1 An officer whose appearance is required in Court, after he/she has reported off duty and before his/her next tour of duty, by virtue of his/her duties shall be paid for all overtime at the rate of one and one-half times his/her hourly rate. An employee who is required to report to Court after he/she has reported off duty and before his/her next tour of duty shall be guaranteed a minimum of three (3) hours credit at time and one-half times the base rate of pay for such call-in. However, if an officer is required to appear in Court for two separate cases within the same three (3) hour period, he/she shall be paid for only the minimum three (3) hour period.

20.2 Officers compelled to appear for court proceedings under Section 20.1 by subpoena and directed by the prosecuting attorney's office or a party issuing the subpoena to be on "standby

status” will be compensated for 2 hours of court time at time and one-half times the base pay rate of pay. “Standby status” as herein defined will apply only to the date stated in the subpoena, unless extended by the party issuing the subpoena. The officer must remain available to appear at the appointed court time. In no case will an officer be paid for both standby status and a court appearance for the same court proceeding on the same workday, unless an Officer is required to appear for the same court proceeding outside of the two (2) hour standby window.

20.3 Any call-in/court-time overtime pay situations that exceed the minimum three (3) hours shall require approval of a supervisor. The City shall not be liable for overtime worked beyond the three (3) hour minimum guarantee without supervisory approval. Approval shall not be unreasonably withheld.

20.4 Work on all standing committees which occurs outside an officer's normal work shift shall not entitle the officer to the three (3) hour minimum, but rather shall be paid on an hour for hour basis at the overtime rate. However, officers participating in the FTO program will continue to receive the three (3) hour minimum for all mandatory meetings.

20.5 Court time shall not be paid to officers who report to court when they are off work due to a duty related illness/injury and who are receiving full pay.

ARTICLE 21

Distribution of Labor Agreement

21.1 The City agrees to produce four hundred (400) copies of this Agreement for use by the Association.

ARTICLE 22

Vacation Time

22.1 On July 1st of each year, officers shall be credited vacation time with pay as indicated:

- A. Probationary officers shall accrue vacation time at the rate of 9.33 hours for each full month worked. At the end of probation, officers shall be credited with the accrued time and continue to earn it at that rate of 9.33 hours per month until the next July 1st (when that time will be credited to their vacation bank). If terminated prior to the completion of probation, they do not receive compensation for any vacation time.
- B. Officers shall be credited on each July 1st with vacation time with pay as indicated:

1 year of service	112 duty hours
2 years of service	128 duty hours
3 years of service	144 duty hours
4-10 years of service	168 duty hours
11-14 years of service	176 duty hours
15-19 years of service	184 duty hours
20 years and over	200 duty hours

22.2 Officers hired after July 1, 1996 shall accrue their vacation time on their anniversary date.

22.3 Upon termination of employment for any reason, vacation time shall be reduced on a pro-rated monthly basis at the appropriate earning rate for each full month remaining between the termination date and June 30. If for any reason, this reduction results in an officer owing to the City monies, the City may offset the monies owed from any other monies due the officer, including but not limited to sick time, clothing allowance, holiday pay, shift premium, compensatory time or any other monies owed to the officer.

22.4 No probationary officers shall be eligible to take vacation time until they have completed their probationary period, unless approved by the Chief.

22.5 Officers may accumulate a maximum of 270 hours vacation as of June 30 of any year. If as of June 30, of any year, officers will have accumulated in excess of 270 hours vacation, their vacation bank shall be reduced to 270 hours as of June 30. For those officers hired after July 1, 1996, this date would be their anniversary date rather than June 30.

22.6 Officers shall submit vacation requests at least forty-eight (48) hours prior to the time requested. The forty-eight (48) hours may be waived by the Shift Commander.

ARTICLE 23

Leave of Absence

23.1 The Employer may give reasonable time off up to thirty (30) days without discrimination or loss of seniority rights or other benefits, without pay to officers designated by the Association to attend a labor convention, seminar or school, provided seventy-two (72) hours written notice is given to the Employer by the Association, specifying the length of time off for Association activities. Due consideration shall be given to the number of officers affected in order that there shall be no disruption of the Employer's operations due to lack of available officers.

23.2 The Employer may grant, in its sole discretion, leaves of absence for up to six (6) months without pay or other benefits except seniority. This section of this Agreement shall not be subject

to the grievance procedure, Civil Service appeal or Court action on behalf of any officer who feels aggrieved.

23.3 The Employer shall comply with the Federal Family and Medical Leave Act.

ARTICLE 24

Jury Duty

24.1 Officers required to serve on jury duty shall be compensated and reassigned to day shift until the termination of jury duty. Compensation is no more than forty (40) hours per work week. Officers must return their jury duty compensation to the City in order to be eligible for pay under this provision.

24.2 If officers are dismissed before the end of their shift, they will be required to return to work.

ARTICLE 25

Sick Leave

25.1 How Earned. All officers are eligible to receive sick leave. Sick leave will be earned at the rate of ten (10) hours for each full month paid status of employment. If the predominant shift should revert to eight (8) hours, this provision of the sick leave policy will be renegotiated. For officers hired the 1st through the 15th of the month, their sick leave base date will be the first of that month, and if hired the 16th through the last of that month, the base date will be the first of the next month.

25.2 Regular Sick Bank Accumulation. Effective July 1, 2006, sick leave may be accumulated to a maximum of one hundred sixty (160) hours. Maximum sick leave earned per year shall be one hundred twenty (120) hours.

25.3 If reported before the start of shift, sick leave shall be available for use by officers in units of four (4) hours or more. If taken after the start of a shift, sick leave shall be equal to the actual time taken rounded to the next highest whole hour. For doctor and dental appointments, officers may utilize sick leave in one (1) hour increments based upon the following criteria:

- A. Officers must request sick leave in advance, indicating on the leave request form, the doctor's name and address.
- B. Officers, if requested by the Employer, will be required to provide Employer with a receipt from the doctor.

25.4 Sick leave shall be available for use by officers for the following purposes:

- A. Acute personal illness or incapacity over which the officer has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute danger to health of others by the officer's attendance at work.
- C. To act as a responsible caregiver for a member of the officer's immediate family.

25.5 Officers absent for more than one (1) month, with the exception of paid leave, will earn sick leave for the first month only.

25.6 Officers having in excess of forty (40) hours as of the end of the first full pay period in June of each year will have the option of:

- A. Receiving compensation computed on the basis of fifty (50%) percent (one-half) of their regular hourly rate as of the end of the first (1st) pay period in June, for all sick leave in excess of forty (40) hours.
- B. Receiving "personal leave time" with pay during the subsequent fiscal year for all sick leave in excess of forty (40) hours. The use of the personal leave time is subject to approval in advance by the Shift Commander, but may be requested for use for any reason by officers. Personal leave time shall be available for use by officers in units of one (1) hour or more. Should an officer fail to use the personal leave time during the fiscal year, said personal leave time would be lost to the officer.

25.7 Holiday. An employee, using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. They cannot be paid for both on the same day, nor will they be charged for a day of sick leave.

25.8 Maximum Sick Leave. No officer can draw more than eighty (80) hours of sick leave during a two (2) week pay period.

25.9 Doctor's Report. Officers off sick shall be required to supply a doctor's report if requested by the City Manager and/or Police Chief. The Employer may require an examination for any officer off sick, upon return, by a doctor of the Employer's choice, on City time and at City expense.

25.10 Leave Request Form. The leave request form must be filled out completely and properly signed and submitted by officers for absence of any cause.

25.11 Pay for Unused Sick and Personal Leave. Upon an officer's death, retirement, or resignation in good standing, the City shall pay fifty (50%) percent of their accumulated unused sick and personal leave in their banks.

ARTICLE 26

Duty Connected Illness or Injury

26.1 Full Pay. For the loss of time for officers injured in the course of employment with the City, officers shall receive full pay for up to a cumulative total three hundred and sixty-five (365) work days after the date of the accident, without drawing on their sick bank, for any one (1) injury. These days need not be consecutive. For example, an officer injured in the course of employment, who is off for two hundred (200) days because of said injury, and returns to work, would still have one hundred sixty-five (165) days remaining to be taken at full pay, as a result of that injury. At no time, however, shall an officer be allotted additional days over and above the three hundred sixty-five (365) cumulative total limit for a re-occurrence or re-aggravation of the previous injury; rather, said re-occurrence or re-aggravation shall be considered part of the cumulative three hundred sixty-five (365) work day total noted above.

26.2 In addition to Section 26.1, the Employer and the Association shall abide by the Americans With Disabilities Act for both duty/non-duty connected illness or injury.

26.3 Worker's Compensation. After the three hundred sixty-five (365) day cumulative total above, injured officers may, at their option, be paid the difference between their regular wages and payment received under the provisions of the Worker's Compensation Act, to be deducted from their sick leave.

26.4 Doctor's Report. The Employer may require an examination for officers off sick or injured, prior to their return to work, by a doctor of the City's choice, on City time and at City expense.

26.5 Proration for Injury or Illness. Should officers be off any period of time due to a duty-related injury or illness, they shall receive their normal allotment of clothing allowance, vacation time, holiday pay, and longevity as per this Agreement.

ARTICLE 27

Disability Insurance

27.1 The Employer shall furnish a long term/short term disability policy. Terms shall be as follows:

- A. Short Term Disability Weekly Income for Injury or Illness. Sixty (60%) percent of weekly base rate, with no step increases, for twenty-six (26) weeks. Officers 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) calendar days. Vacation time may be approved for utilization upon exhausting the available sick time based upon the sole discretion of the City Manager and/or Police Chief.

- B. Long Term Disability Weekly Income for Injury or Illness. Sixty (60%) percent of weekly base rate, with no step increases, after twenty-six (26) weeks, to a maximum duration of age sixty-five (65).

27.2 Section 27.1 applies to non-duty injury or illness only. This benefit starts with the officer's first visit to the doctor and the waiting periods outlined.

27.3 The terms and conditions of insurance policies are herein included by reference and the Employer makes and presents no assurance beyond those terms and conditions.

27.4 It is the intent of this Article that no officers are to receive compensation in excess of what they would have received during the course of normal employment.

27.5 Proration for Injury or Illness. The Employer may prorate the clothing/cleaning allowance, vacation time accrual, longevity pay, deferred compensation, and holiday pay, for officers who are off on a non-duty related injury or illness. For purposes of this section, extended leaves shall be defined as those in excess of thirty (30) consecutive calendar days. For computation of proration, officers shall be credited with a month of service if they are actively at work beyond the fifteenth (15th) of the month.

27.6 Short Term Disability. For officers on short term disability, the Employer agrees to continue the current medical and hospitalization coverage for a period not to exceed six (6) months from the date the officer went off duty on short term disability. This will be at no cost to the officer other than what is currently being paid by the officer.

27.7 The City will continue a non-duty disabled officer's health coverage, when they have filed a disputed Worker's Compensation claim, for three hundred sixty-five (365) work days or until the disputed claim is decided, whichever is less. Should the injury/illness be determined to be not work related, then arrangements will be made for the officer to pay the cost for those excess months of coverage back to the City over an equal amount of time that the coverage was provided.

ARTICLE 28

Bereavement Leave

28.1 Officers shall be entitled to pay for up to five (5) calendar days, including SLD's, per funeral, to make preparations for and attend the funeral and to take care of matters subsequent to the funeral caused by the death of the following members of an officer's family: spouse, parents, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, and step-father, step-mother, and any dependent member of an officer's family residing in the officer's household. Officers shall be entitled to pay for one day to attend the funeral of the following members of an officer's family: aunt, uncle, niece, and nephew. Officers shall not receive pay for any SLD's that fall during a funeral leave.

28.2 For the purposes of the above paragraph, it is understood that the time off after the funeral under the provisions of Section 28.1 is only allowed if officers have to take care of personal or business matters which were caused by the death of the member of their immediate family.

ARTICLE 29

Holidays

29.1 Holidays. Officers will be eligible to receive holiday pay under the following provisions:

- A. Officers shall earn 100 hours of holiday pay during each fiscal year. Said holidays will be earned at a rate of 8.33 hours for each month from July 1 through June 30, to be paid in November of said fiscal year. The rate of holiday pay shall be based upon the officer's base rate of pay on the date payment is made. For purposes of probationary officers, or officers whose employment is terminated, the earnings of paid holidays shall be pro-rated at the rate of 8.33 hours holiday pay for each month of employment projected through June 30. Said prorating to be commenced on the first of the calendar day of the month. Officers hired after the date holiday pay is granted shall receive the prorated share on or before June 30.
- B. Working on Holidays. Officers who work on any of the holidays listed below, shall receive time-and-one half (1-1/2) for each hour worked on said holidays. This is in addition to all other holiday pay provisions.

New Year's Day
Easter
July 4th
Veterans' Day
Day after Thanksgiving
Christmas Day

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Thanksgiving
December 24th
December 31st

- C. Overtime Work on Holidays. All overtime work on holidays, i.e., work in excess of an officer's scheduled work day, including fifteen (15) minutes for shift preparation, shall be paid at time-and-one half (1-1/2) of the regular holiday premium time-and-one half (1-1/2) rate. The holiday overtime rate, totaling two-and-one quarter (2-1/4) times the base rate shall apply when overtime hours worked are attached to regularly scheduled hours which begin on the holiday. The holiday rate shall also apply to call-in situations in excess of regularly scheduled hours worked on the holiday.

Time-and-one half (1-1/2) the normal premium holiday rate will not, however, be paid to officers in call-in situations because of sickness, vacation, or other absences of other officers. Rather, officers called in to work on a holiday on other than their scheduled day will be paid only the normal holiday premium time-and-one half (1-1/2) rate.

ARTICLE 30

Salary and Wages

30.1 The base pay ranges and steps (as listed in Appendix A, attached hereto and made a part of this agreement) will apply to officers as indicated and reflect a 1.5% increase effective July 1, 2015 and a 2.0% increase effective July 1, 2016. Advancement to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from officer's effective dates until the top step is reached or when authorized by the City Manager. There will be no pay increase from July 1, 2013 to June 30, 2014, regardless of any statutory amendment to Public Act 54 of 2011. All new officers hired after September 17, 2012 shall be paid at the New Hire Wage Scale as reflected in Appendix A.

In September, 2014, the City will pay a one-time signing bonus of 1.5% of the applicable annual salary (see Appendix A) in effect as of July 1, 2014 for each employee. To be eligible for the signing bonus, the employee must be in the employ of the City at the time of payment. The signing bonus will not affect the pay ranges and steps set forth in Appendix A and are subject to applicable payroll taxes. New employees hired after the time of payment are not eligible for the signing bonus.

ARTICLE 31

Health Benefits

31.1 The basic medical and hospitalization coverage for officers employed by the City shall be Blue Cross/Blue Shield Community Blue Plan 4 modified with \$100 ER rider and \$20 office

visit co-pay. 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.

Officers shall have the option to select Coalition of Public Safety (COPS) Trust Plan as an optional health care provider. The illustrative rates determined by the base coverage, currently BC/BS Community Blue Plan 4 modified with \$100 ER rider and \$20 office visit co-pay, shall be the rates used to determine any excess cost an officer would be responsible to pay. Officers electing any option that becomes more expensive than the base coverage will have the difference in illustrative rate or premium up to the hard dollar cap deducted from their payroll check on a monthly basis. In addition, the employee will be responsible for any City costs of basic medical and hospitalization coverage and prescription drug coverage in excess of the Public Act 152 hard cap amounts.

31.2 Prescription coverage will be provided with \$15/\$30/\$50 prescription drug co-pays with mandatory generic drugs and step therapy.

31.3 Officers selecting a healthcare provider whose rates exceed the premium amounts set by P.A. 152 known as the "Hard Cap" rates will pay the difference through payroll deduction. Any deductions for premium sharing made by employees, shall be done on a pre-tax basis in accordance with I.R.S. rules.

Since the Employer is self-insured with Blue Cross/Blue Shield of Michigan, the unadjusted illustrated rates quoted in the BC/BS annual rate renewal package shall be used for purposes of determining the cost of the medical benefit plan. Dental rates and vision rates will not be added to the illustrative rates for determining employee premium sharing for purposes of P.A. 152

Should the State mandated hard cap rates be adjusted during any year, then the employee premium sharing shall also be adjusted accordingly. Premium sharing under P.A. 152 will not apply for retirees receiving medical benefits from the Employer.

31.4 Health Benefits Allowance. The Employer provides a program to coordinate and to eliminate overlapping medical coverage. Officers who choose not to join an Employer sponsored health care plan and whose spouse or parent has coverage, shall be paid Three Thousand (\$3,000) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each officer who has not been on an Employer sponsored health care program, except that payments will be prorated monthly to meet the dates the officer first participates and/or ends participation in this program. Officers shall be required to show proof that a spouse or parent has health care coverage that includes the officer and their dependents before the officer will be declared eligible to receive the annual payment.

31.5 Re-Enrollment Protection. Officers whose spouse's or parent's health care plans cease to cover the officer and their dependents, must re-enroll in an Employer sponsored health care plan.

In such cases, the officer shall be allowed to enroll in an Employer sponsored plan immediately subject to the appropriate health care provider's implementation.

31.6 If an officer's spouse works for the Employer or the 41-A District Court, the officer will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health care allowance of One Thousand (\$1,000) Dollars. If the officer's spouse elects to take the health insurance allowance, the officer covered by this Agreement may keep the health coverage. In no case will married City employees both receive medical coverage. All officers/dependents shall be entitled to the dental coverage.

31.7 Health Benefits for Retirees (Regular and Duty Disabled) Hired prior to July 1, 2013. For officers hired prior to July 1, 2013, the Employer agrees to provide to retired officers/dependents the Blue Cross/Blue Shield Community Blue PPO medical coverage equal to the coverage at the time of retirement, regular or duty disability retirement only. The Community Blue rider shall be added to the coverage to provide access to the national Community Blue network. Dependents shall include those as defined by the Administrative Services Agreement with the health care provider.

- A. Such coverage to be fully paid by the Employer and will be provided to the surviving spouse as long as the surviving spouse continues to receive a pension benefit. New officers hired after July 1, 2006 will be required to pay 50% of the illustrative rate for medical coverage when they retire. Such payment will be invoiced by the City for the preceding month. If payment is not made by the 15th of the month, coverage shall be canceled effective the 1st of the following month.
- B. Once the retired officer and/or spouse reaches the age of eligibility for Medicare, they shall apply and pay for all costs associated with the appropriate Medicare programs. The City shall then be obligated to provide at its expense comparable hospitalization, medical, and prescription coverage to supplement Medicare as provided in Section 31.1.
- C. This benefit shall continue to exist for the retired officer and/or surviving spouse for as long as they continue to receive retirement benefits under Act 345.
- D. In the event a retired officer obtains employment from an employer who provides hospitalization and medical coverage, they shall not be covered by the City's coverage for the duration of said employment.
- E. Upon the job related death of any officer covered by this Agreement, the City shall provide, at no cost to the surviving family, a medical and hospitalization policy for the family of the deceased as was provided at the time of the death.
- F. Retired officers may participate in the Health Insurance Allowance Program subject

to the same terms and conditions per Sections 31.5 and 31.6, unless the officer's spouse received health coverage from the Employer. In such cases the Employer will only provide one type of medical coverage.

- G. Retired officers may participate in the offered COPS Trust or HMO coverage as provided in Section 31.1, but shall pay any additional costs in excess of the base coverage.

31.8 Health Benefits for Retirees (Regular and Duty Disabled) Hired on or after July 1, 2013. Officers hired by the City on or after July 1, 2013 are not eligible for medical, hospitalization, and prescription coverage ("retiree health benefits") upon retirement. In lieu of retiree health benefits, the City will contribute to the officers Retirement Health Savings Plan as provided in Section 31.9.

31.9 Retirement Health Savings Plan. The City has established a Retirement Health Savings (RHS) Plan administered by and through Mass Mutual. For officers hired between July 1, 2006 and June 30, 2013, the Employer is required to contribute \$3,000 on an annual basis (prorated with each biweekly pay) to this Plan. For officers hired after July 1, 2013, the Employer is required to contribute \$1,500 on an annual basis (prorated with each biweekly pay) to this Plan.

ARTICLE 32

Dental

32.1 The City shall provide at no extra cost to each officer/dependent the following dental benefit or as comparable as possible. This coverage includes:

32.2 CLASS I - Diagnostic services, preventive services, and palative treatment are covered at seventy-five (75%) percent of reasonable charges.

32.3 CLASS II - Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at seventy-five (75%) percent of reasonable charges.

32.4 CLASS III - Construction and replacement of dentures and bridges are covered at seventy-five (75%) percent of reasonable charges.

32.5 CLASS IV - Orthodontic services are covered at fifty (50%) percent of reasonable charges.

32.6 Officers/dependents are entitled to maximum benefits of one thousand (\$1,000) dollars every contract year.

32.7 Dependents (up to age 19) have a lifetime maximum of two thousand (\$2,000) dollars available for orthodontic services.

32.8 The Employer reserves the right to provide benefits comparable to the coverage currently provided.

32.9 Dental Benefits for Retired Officers. For officers hired prior to July 1, 2013 who retire or qualify for a duty disability/death retirement benefit during the term of this agreement, Employer agrees to provide a 75/25 Co-Pay Dental Plan or dental benefits comparable to that being received at the time of retirement or duty disability/death to the officer/dependent. A surviving spouse shall continue to receive benefits as long as he or she continues to receive a pension benefit. Dependents shall include those as defined by the dental care provider.

Officers hired on or after July 1, 2013 are not entitled to any dental benefits upon normal retirement or duty disability/death retirement. There is no retroactive application of retiree dental benefits for officers that retired prior to July 1, 1996.

ARTICLE 33

Life Insurance

33.1 Term Life Insurance and Accidental Death and Dismemberment will be carried for officers by the Employer at no cost to the officers. The City provides no guarantees or assurances regarding coverages under any policy provided by this Article. Coverage will be as follows:

\$50,000 Face Value for Life.

\$50,000 Face Value Policy with Accidental Death and/or Dismemberment.

In addition to the above-referenced life insurance policies, the City will provide life insurance coverage through the Michigan Association of Police in the amount of \$15,000 for the officer and \$1,500 for the officer's spouse and each dependent child.

33.2 Life Insurance for Retired Officers. Regular and duty disabled retired officers shall be provided Five Thousand (\$5,000) Dollars worth of term life insurance. The premium for said policy shall be paid by the City. This coverage shall be maintained by the Employer until the retired officer reaches the age of seventy (70).

ARTICLE 34

Liability Insurance

34.1 Liability coverage shall be provided for officers by the Employer, at no cost to the officers, to provide protection to the officers for false arrest, detention or imprisonment or

malicious prosecution. Coverage will be in a minimum amount of Three Hundred Thousand (\$300,000) Dollars for each occurrence.

ARTICLE 35

Pension Plan

- 35.1 A Pension Plan will be provided under the terms of Act 345 of Public Acts of 1937 as amended by the parties.
- 35.2 Effective September 17, 2012, all employees in the bargaining unit shall pay annually, eight (8) percent of all wages used to compute Final Average Compensation, to the Sterling Heights Police/Fire Act 345 Pension system.
- 35.3 Terminated Vested Retirement.
- A. Officers with ten (10) years or more of service to the City shall be eligible for a deferred retirement on the twenty-fifth (25th) anniversary of their adjusted date of hire.
 - B. Optional Retirement. Section 6a(1) of Act 345 (MCL 38.556A(1), which provides for optional retirement pension to any member who continues service on or after the date he or she acquires fifteen (15) years of service credit shall be modified to be applicable to any member who continues in service on or after the date he or she acquires ten (10) years of service credit.
 - C. Vested Retirement Benefits. A vested employee, defined as an officer with ten (10) or more years of service to the City, who terminates employment with the City prior to the date of his/her eligibility for receiving retirement benefits, shall upon the date he/she becomes eligible to receive such benefits be entitled to the pension benefits provided by this labor agreement or the agreement in effect at the time of termination. However, those employees who terminate employment with the City prior to the date of his or her eligibility for receiving retirement benefits will not be entitled to any health care, dental or life insurance benefits that are not provided under the provision of this labor agreement or the agreement in effect at the time of their retirement.
 - D. If a member dies in the line of duty in the service of the Sterling Heights Police Department, leaving a surviving spouse and/or children, the spouse and/or children shall be allowed to select either of the two pension benefits listed below:

Option 1: An automatic Option 1 benefit computed in the same manner as if the member had retired effective the day preceding the date of the member's death,

elected Option 1 provided for in Section 6(1)(h) of Act 345 (MCL38.556(1)(h)), and nominated the spouse as survivor beneficiary. If the deceased member had less than 25 years of service credit at the time of death, the automatic Option 1 benefits shall be computed as if the member had 25 years of service effective the day preceding the member's date of death.

If there is no surviving spouse at the time of a member's death in the line of duty, benefits under this option shall be paid into a trust for any surviving children and continue to be paid until each surviving child attains 18 years of age, marries, or dies. The benefit amount shall be the straight life benefit amount which would otherwise have been paid to member until youngest child attains 18 years of age, marries, or dies. If the deceased member had less than 25 years of service credit at the time of death, benefits shall be computed as if the member had 25 years of service effective the day preceding the member's date of death. Creation of the trust, and the cost of its administration, shall be the responsibility of representatives of the minor children.

These benefits, if paid to a spouse, will continue for the surviving spouse's life. Upon the surviving spouse's death, if there are any surviving children under the age of 18 years and unmarried, such benefits shall continue to be paid to such surviving children until they reach age 18, marry or die. The benefit amount shall be that which was previously paid to the surviving spouse.

Any benefits payable shall be offset by any Worker's Compensation benefits or payments received, including any redemption amounts.

Disputes as to whether the death of the member was in "the line of duty" for purposes of this Article, shall be resolved in accordance with the Worker's Compensation laws of the State of Michigan and not through the grievance process provided in the contract.

Option 2: Service connected death benefits payable to surviving spouse and/or minor child(ren) as provided for in Section 6(2)(a & b) of Act 345 (MCL 38.556(2)(a & b)).

The existence of an EDRO shall not operate to increase the financial obligations of the City and the Pension Fund in any case arising under this Section. Any payments directed under an EDRO shall be offset against payments made to a surviving spouse. If the former spouse receiving benefits pursuant to an EDRO dies before the surviving spouse, and the payments under the EDRO lapse, then the payments made to a surviving spouse shall thereupon be increased to include the amounts previously directed by the EDRO.

35.4 Annuity Withdrawal. Officers shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

- A. Annuity withdrawal is the option that allows officers to withdraw their accumulated contribution, (with interest), at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- B. Officers wishing to elect this option must make written application to the Act 345 Pension Board.
- C. The Pension Board shall issue officer's retirements.
- D. 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 an officer's retirement date shall be used. This option is only available for normal service retirement. Officers who elect the annuity withdrawal option shall have their annual pension reduced accordingly as determined by the Pension Board Actuaries.
- E. Officer's contributions for prior Municipal service, Military Service or Cadet Time are not included in an annuity withdrawal.
- F. Both duty and non-duty disabled retired officers shall be allowed the option to take their annuity withdrawal under this Section at the time of their disability retirement or at the time of conversion to a regular service retirement. This option shall also be available to the surviving spouse or surviving children of an officer who died in the line of duty.

35.5 Three (3) of Ten (10). Average Final Compensation (AFC) shall be based on the highest three (3) of the last ten (10) years of employment prior to retirement.

- A. As used in this section, "years" shall mean any consecutive 365 day period (366 day period in a leap year) which shall not overlap, calculated backwards from any one of the three (3) option dates listed below:
 1. Calendar Year
 2. Fiscal Year
 3. Effective date of retirement as determined by the officer. The effective date of retirement shall be the day after the last day at work or on paid leave.
- B. AFC shall include all monies received excluding allowances or reimbursements.

- C. Two (2) times holiday base rate hours shall not be included in the limitations as set forth in Section "B", but are included in AFC.
- D. Section B above is subject to the limitation that for FAC calculation purposes employees can only have a maximum of 150 hours of vacation bought back at 100% upon retirement count towards the FAC calculation. A maximum of 50 hours of sick and personal time combined bought back at 50% at retirement may be used for FAC calculations.

35.6 Service Retirement/Voluntary Retirement "25 And Out". Officers who have twenty-five (25) or more years of service, may leave the service and receive the full retirement benefits payable throughout their life as provided from their straight life (regular) pension amount.

35.7 Service Credit. When computing an officer's service credit, the officer shall be given service credit for not more than six (6) years active military service to the United States Government, 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 officer 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, but this restriction shall not apply to officers who have or will have acquired retirement eligibility under the Federal Government for service in the Reserves, i.e., an officer with two (2) years of Military Service for the American Armed Forces may purchase up to two (2) years of credit. Assuming the officer purchases the two (2) years military credit, then the officer will only have to work twenty-three (23) years to satisfy the twenty-five (25) year service requirement for regular retirement.

35.8 Prior Law Enforcement Time. At no cost to the City, officers may purchase up to three (3) years of prior law enforcement time as credit towards retirement. Should an officer have three (3) years as an officer with another municipality and exercises his/her option to purchase all three (3) years towards retirement credit, then the officer would only have to work twenty-two (22) years to satisfy the twenty-five (25) year service requirement for regular retirement. To satisfy this requirement the officer shall pay one hundred percent (100%) of the total cost at the time of application to purchase such time. This contribution rate is adjusted annually based upon the actuarial report as set by the City of Sterling Heights Police & Fire Retirement System Board of Trustees. Purchase of prior law enforcement time must be made within the first five (5) years of employment with the City of Sterling Heights. Failure to purchase within the first five years of employment will serve as a bar to for the employee from making application to purchase time after the five (5) years has elapsed. Payments may be made through a payroll deduction plan without interest being owed on these monies.

35.9 Straight Life (Regular) Pension Amount 2.8% Multiplier. Upon retirement from service, officers shall receive a regular retirement pension payable throughout the officer's life of 2.8% of their average final compensation, multiplied by the first twenty-five (25) years of service,

credited to the officer, plus one (1%) percent of the officer's average final compensation, multiplied by the number of years and fraction of a year of service rendered in excess of twenty-five (25) years. Maximum pension shall not exceed seventy five (75%) percent of final average compensation.

35.10 New employees hired after September 17, 2012 shall be members of the Sterling Heights Police and Fire Act 345 pension system. The multiplier for the new employees shall be 2.0% for each year of service to a maximum of 75%.

The balance of the pension formula used to calculate the pension for employees covered by this section shall be the same as used to calculate the other pensions for the members of the bargaining unit.

35.11 Duty Disability Retired Officers. Retired officers receiving a duty disability/death pension shall be allowed to convert to a regular service pension when they would have completed twenty-five (25) years of service or when they reach the age of fifty-five (55), whichever comes first under the same conditions as found in Section 35.10.

35.12 The decisions of the Police & Fire Pension Board (Act 345) in conflict with the terms and conditions of this Agreement shall be subject to the grievance procedure up to and including arbitration. Both parties shall have equal access to the grievance process. If the parties are unable to resolve their differences through a meeting within thirty (30) days of the alleged violation, then either party may file for arbitration. The pre-arbitration step shall also apply to this Section.

35.13 The annual actuarial report must be completed by the Pension Board and distributed to the parties by March 1st.

35.14 The Employer agrees to establish a Deferred Retirement Option Plan (DROP) in accordance with the attached Appendix D. The DROP plan shall be closed as of September 17, 2012 and no employee may be a participant after that date.

35.15 Any officer eligible for retiree health care benefits under Section 31.7 participating in the Sterling Heights Police/Fire Act 345 Pension System under Section 35.2 that no longer contributes to the system shall contribute 5% of base wages into the Employer's retiree health care fund to help fund the retiree health care plan(s). Upon member's termination of employment the 5% payment to retiree health care shall cease.

35.16 Early Retirement Option Plan. Officers who are not participants in the DROP under Section 35.14 are eligible for the Early Retirement Option Plan (EROP) as described in the attached Appendix D.

The Union and City acknowledge and explicitly agree that the EROP was negotiated for and is intended by the parties to serve as a retirement benefit in exchange for no retiree health care

insurance benefits for officers hired after July 1, 2013.

ARTICLE 36

Clothing and Cleaning Allowance

36.1 Effective July 1, 2006, officers shall receive Fifteen Hundred (\$1,500) Dollars per annum for clothing, bullet resistant vest and non-City supplied equipment as of the date of this Agreement. Said payment shall be made in the second pay period in June for the previous twelve (12) month period (up to and including June 30).

36.2 Upon an officer's death, retirement or resignation in good standing, the City shall pay the accrued clothing allowance prorated upon the number of fully completed months of employment. A fully completed month is achieved if the death, resignation or retirement occurs on or after the sixteenth (16th) of the month.

36.3 New Hire Uniform Draw. Probationary officers shall be eligible to "draw" up to Fifteen Hundred (\$1,500) Dollars to purchase the required initial set of uniforms. At the time of the first clothing allowance for which a probationary officer is eligible, the probationary officer shall receive the prorated portion of the clothing allowance from the date of hire through June 30. A fully completed month for the prorated portion is achieved if the probationary officer was hired during the 1st through the 15th of the month. The City will purchase the probationary officer's initial bullet resistant vest; thereafter, all future vest purchases will be the responsibility of the officer.

36.4 Draw, Property of City. All items purchased under the initial "draw" of the maximum amount including the bullet resistant vest shall remain the property of the City until probationary officers successfully complete their probationary period. Should probationary officers leave the employ of the City for any reason during the probationary period, all uniforms and equipment purchased with the initial "draw", including the bullet resistant vest, and the initial prorated uniform and equipment allowance shall be returned to the City.

ARTICLE 37

Shift Premium

37.1 Effective July 1, 2006, the rates for shift premium shall be as listed:

Afternoon Shift	-	4% of base hourly rate
Midnight Shift	-	5% of base hourly rate

37.2 The shift premium rates will be determined by the work schedule or assignment of the officers.

37.3 Shift premium will be paid only for the normal shift and not for overtime worked.

ARTICLE 38

Longevity

38.1 Longevity pay shall be paid on the following basis effective September 17, 2012:

- \$1,000 after 5 years of continuous service
- \$1,865 after 10 years of continuous service
- \$2,731 after 15 years of continuous service
- \$3,663 after 20 years of continuous service

38.2 Longevity pay shall be based upon the total number of continuous, completed full years as of an officer's anniversary date. Longevity pay is to be paid the first pay period following the officer's anniversary date.

38.3 The Employer will prorate the longevity payments for officers at the time of retirement or separation.

ARTICLE 39

Management Rights

39.1 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 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:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality 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. To 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. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and layoff officers to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day.
- G. To permit municipal employees not included in the Association to perform Association work in cases of emergency.
- H. To direct the work force, assign work and determine the number of officers assigned to operations.
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification subject to Civil Service jurisdiction.
- J. To determine lunch, rest periods and cleanup times, the starting time and the quitting time.
- K. To establish work schedules.
- L. To discipline and discharge officers for cause.
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. To transfer, assign and reassign officers from one assignment, division or shift to another.
- O. To determine the qualifications and competency of officers to perform available work subject to the terms of this Agreement.
- P. To deduct from officer's paychecks any overpayment officers may have received that they were not entitled to under this Agreement, without the specific written approval of the officer. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

39.2 This Article shall not give authority to the City to vary terms of this Agreement without mutual agreement of the parties.

ARTICLE 40

Adoption by Reference

40.1 All letters of understanding and contract appendices between the Employer, the Association and MAP shall be adopted by reference.

40.2 The Substance Abuse Policy established by the Employer shall be adopted by reference.

ARTICLE 41

Waiver Clause

41.1 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 rights and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each 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 and with respect to any subject or matter not specifically referred to or covered in 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 42

Miscellaneous

42.1 Pay Periods. The Employer shall provide pay periods every two (2) weeks. Payment shall be made on Thursday for the period ending the previous Friday. Officers shall be provided with an itemized statement of their earnings and of all deductions made. All officers hired after July 1, 2001 will be required to participate in the City's direct deposit of payroll program.

42.2 Withholding of Pay - Probationary Officers. Probationary officers shall immediately have one (1) week's pay withheld, so as to conform with City policy. Officers who leave the employ of the City shall receive pay as soon as is practical for the hours withheld.

42.3 Flexible Spending Accounts. All officers shall be eligible to participate in the City's Cafeteria Plan, as amended and restated in accordance with Federal law. Reimbursement to employees shall be made on a monthly basis for all participants.

42.4 Optical Reimbursement. The City will provide a maximum reimbursement of one hundred and fifty (\$150.00) to all officers for eye examinations and prescription eyewear every

fiscal year beginning with the 2006/07 fiscal year. In order to be reimbursed, the officer must submit appropriate receipts.

42.5 Action Against the Other Party. 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.

42.6 Subrogation. Where the injury or occupational disease for which compensation is payable under the provisions of the contract was caused under circumstances creating a legal liability income person other than a natural person in the same employ or 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 injured officers, their dependents or personal representatives may also proceed to enforce the liability of such third party, for damages in accordance with the provisions of this section. If the injured officers, their dependents or personal representatives do 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 commencement of suit by any party under this section, such party shall notify by registered mail at their first known address, the injured officer or, in the event of their death, their known dependents or personal representative or their known next of kin and their employer. Any party in interest shall have a right to join in said suit.

- A. Prior to the entry of judgment, either the Employer or insurance carrier or the officers or their personal representative may settle their claims as their interest shall appear and may execute releases therefore.
- B. Such settlement and release by the officer 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.
- C. In the event the injured officers or their dependents or personal representatives shall settle their claim for injury or death, or commence proceedings thereon 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.
- D. In an action to enforce the liability of a third party, the plaintiff may recover any amount which the officers or their dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the 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 officers or their dependents or personal representative and shall be treated as an advance payment by the Employer on account of any future payments of benefits.

- E. 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 expense of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

42.7 New Officer Hiring. The eligibility list for new police officer hiring shall be either one or two years as determined to be in the best interest of the Employer.

42.8 Monthly Training Program. In addition to the standard training, all officers are required to participate in the monthly department wide training program. This department training will take precedence over general types of outside training. This training will be presented on the day shift and all officers will be trained on either the day preceding or the day immediately following the officer's scheduled leave days (SLD's). No overtime or shift premium will be paid for this training. The training will be suspended for the months of June, July, August, and December due to manpower requirements. Training schedules will be posted a minimum of two weeks in advance of the required training.

42.9 Operational Performance Deficiency Training. The Employer reserves the right to assign an officer to training for documented operational performance deficiencies at its discretion. No overtime or shift premium will be paid to an officer who is required to attend such training.

ARTICLE 43

Savings Clause

43.1 In the event that any provisions of this Agreement shall 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.

43.2 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 provisions held invalid.

ARTICLE 44

Duration

44.1 Duration. This Agreement shall be effective July 1, 2013 and shall remain in force and effective to and including June 30, 2017.

44.2 Future Negotiations. The City and the Association agree that commencing not later than March 1, 2017, the parties will undertake negotiations for a new agreement for a succeeding period.

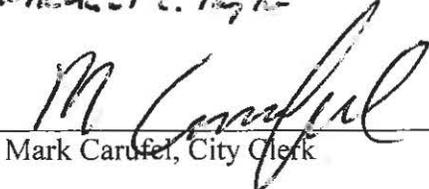
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

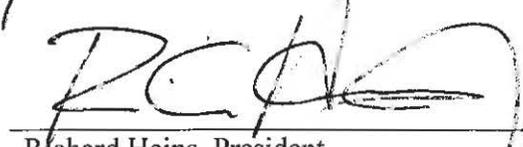
CITY OF STERLING HEIGHTS

MICHIGAN ASSOCIATION OF POLICE


Richard J. Nott, Mayor *Pro Tem*
Michael C. Taylor

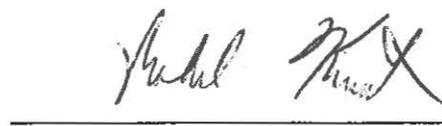

Fred Timponer, Executive Director


Mark Carufel, City Clerk


Richard Heins, President


Robert Kovalcik, Negotiation Chairman


Michael Vohs, Negotiation Committee


Michael Kunath, Negotiation Committee

Date 8/19/14

APPENDIX A

MAP PATROL

Appendix A
 Employees Hired Before Sept. 17, 2012
 Effective July 1, 2013 Thru June 30, 2015

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<u>PATROL OFFICER</u>											
ANNUAL	47,979	50,019	52,064	54,104	56,149	58,183	60,234	64,317	71,121	73,690	74,426
hrly	23.0670	24.0480	25.0310	26.0120	26.9950	27.9730	28.9590	30.9220	34.1930	35.4280	35.7820
bi-wk	1845.36	1923.84	2002.48	2080.96	2159.60	2237.84	2316.72	2473.76	2735.44	2834.24	2862.56
<u>PATROL OFFICER ASSOC.</u>											
ANNUAL	48,279	50,319	52,364	54,404	56,449	58,483	60,534	64,617	71,421	73,990	74,726
hrly	23.2110	24.1920	25.1750	26.1560	27.1390	28.1170	29.1030	31.0660	34.3370	35.5720	35.9260
bi-wk	1856.88	1935.36	2014.00	2092.48	2171.12	2249.36	2328.24	2485.28	2746.96	2845.76	2874.08
<u>PATROL OFFICER BACH.</u>											
ANNUAL	48,479	50,519	52,564	54,604	56,649	58,683	60,734	64,817	71,621	74,190	74,926
hrly	23.3070	24.2880	25.2710	26.2520	27.2350	28.2130	29.1990	31.1620	34.4330	35.6680	36.0220
bi-wk	1864.56	1943.04	2021.68	2100.16	2178.80	2257.04	2335.92	2492.96	2754.64	2853.44	2881.76

MAP PATROL

Appendix A
 Employees Hired After Sept. 17, 2012
 Effective July 1, 2013 Thru June 30, 2015

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<u>PATROL OFFICER</u>											
ANNUAL	43,181	45,017	46,858	48,694	50,534	52,365	54,211	57,885	64,009	66,321	74,426
hrly	20.7603	21.6432	22.5279	23.4108	24.2955	25.1757	26.0631	27.8298	30.7737	31.8852	35.7820
bi-wk	1660.82	1731.46	1802.23	1872.86	1943.64	2014.06	2085.05	2226.38	2461.90	2550.82	2862.56
<u>PATROL OFFICER ASSOC.</u>											
ANNUAL	43,481	45,317	47,158	48,994	50,834	52,665	54,511	58,185	64,309	66,621	74,726
hrly	20.9045	21.7874	22.6721	23.5550	24.4397	25.3199	26.2073	27.9740	30.9179	32.0294	35.9260
bi-wk	1672.36	1742.99	1813.77	1884.40	1955.18	2025.59	2096.58	2237.92	2473.43	2562.35	2874.08
<u>PATROL OFFICER BACH.</u>											
ANNUAL	43,681	45,517	47,358	49,194	51,034	52,865	54,711	58,385	64,509	66,821	74,926
hrly	21.0007	21.8836	22.7683	23.6512	24.5359	25.4161	26.3035	28.0702	31.0141	32.1256	36.0220
bi-wk	1680.06	1750.69	1821.46	1892.10	1962.87	2033.29	2104.28	2245.62	2481.13	2570.05	2881.76

MAP PATROL

Appendix A
 Employees Hired Before Sept. 17, 2012
 Effective July 1, 2015
 (1.5% Increase)

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<u>PATROL OFFICER</u>											
ANNUAL	48,699	50,770	52,845	54,916	56,991	59,056	61,138	65,282	72,188	74,795	75,542
hrly	23.4130	24.4087	25.4065	26.4022	27.3999	28.3926	29.3934	31.3858	34.7059	35.9594	36.3187
bi-wk	1873.04	1952.70	2032.52	2112.17	2191.99	2271.41	2351.47	2510.87	2776.47	2876.75	2905.50
<u>PATROL OFFICER ASSOC.</u>											
ANNUAL	48,999	51,070	53,145	55,216	57,291	59,356	61,438	65,582	72,488	75,095	75,842
hrly	23.5572	24.5529	25.5505	26.5462	27.5438	28.5365	29.5375	31.5298	34.8500	36.1034	36.4625
bi-wk	1884.58	1964.23	2044.04	2123.69	2203.50	2282.92	2363.00	2522.38	2788.00	2888.27	2917.00
<u>PATROL OFFICER BACH.</u>											
ANNUAL	49,199	51,270	53,345	55,416	57,491	59,556	61,638	65,782	72,688	75,295	76,042
hrly	23.6534	24.6490	25.6466	26.6423	27.6399	28.6327	29.6337	31.6260	34.9462	36.1995	36.5587
bi-wk	1892.27	1971.92	2051.73	2131.38	2211.19	2290.62	2370.69	2530.08	2795.69	2895.96	2924.69

MAP PATROL

Appendix A
 Employees Hired After Sept. 17, 2012
 Effective July 1, 2015
 (1.5% Increase)

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<u>PATROL OFFICER</u>											
ANNUAL	43,829	45,693	47,560	49,424	51,292	53,150	55,024	58,754	64,969	67,316	75,542
hrly	21.0717	21.9678	22.8658	23.7620	24.6599	25.5533	26.4540	28.2472	31.2353	32.3635	36.3187
bi-wk	1685.74	1757.43	1829.27	1900.96	1972.79	2044.27	2116.32	2259.78	2498.82	2589.08	2905.50
<u>PATROL OFFICER ASSOC.</u>											
ANNUAL	44,129	45,993	47,860	49,724	51,592	53,450	55,324	59,054	65,269	67,616	75,842
hrly	21.2159	22.1120	23.0096	23.9058	24.8038	25.6971	26.5981	28.3913	31.3793	32.5077	36.4625
bi-wk	1697.27	1768.96	1840.77	1912.46	1984.31	2055.77	2127.85	2271.31	2510.35	2600.62	2917.00
<u>PATROL OFFICER BACH.</u>											
ANNUAL	44,329	46,193	48,060	49,924	51,792	53,650	55,524	59,254	65,469	67,816	76,042
hrly	21.3120	22.2082	23.1058	24.0019	24.9000	25.7933	26.6942	28.4875	31.4755	32.6038	36.5587
bi-wk	1704.96	1776.65	1848.46	1920.15	1992.00	2063.46	2135.54	2279.00	2518.04	2608.31	2924.69

MAP PATROL

Appendix A
 Employees Hired Before Sept. 17, 2012
 Effective July 1, 2016
 (2.0% Increase)

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
PATROL OFFICER											
ANNUAL	49,673	51,785	53,902	56,014	58,131	60,237	62,361	66,588	73,632	76,291	77,053
hrly	23.8813	24.8969	25.9146	26.9302	27.9479	28.9604	29.9813	32.0135	35.4000	36.6786	37.0451
bi-wk	1910.50	1991.75	2073.17	2154.42	2235.83	2316.84	2398.50	2561.08	2832.00	2934.29	2963.61
PATROL OFFICER ASSOC.											
ANNUAL	49,973	52,085	54,202	56,314	58,431	60,537	62,661	66,888	73,932	76,591	77,353
hrly	24.0255	25.0409	26.0587	27.0740	28.0918	29.1043	30.1255	32.1577	35.5442	36.8226	37.1889
bi-wk	1922.04	2003.27	2084.69	2165.92	2247.35	2328.35	2410.04	2572.62	2843.54	2945.81	2975.12
PATROL OFFICER BACH.											
ANNUAL	50,173	52,285	54,402	56,514	58,631	60,737	62,861	67,088	74,132	76,791	77,553
hrly	24.1216	25.1370	26.1548	27.1702	28.1880	29.2005	30.2216	32.2538	35.6404	36.9188	37.2851
bi-wk	1929.73	2010.96	2092.38	2173.62	2255.04	2336.04	2417.73	2580.31	2851.23	2953.50	2982.81

MAP PATROL

Appendix A
 Employees Hired After Sept. 17, 2012
 Effective July 1, 2016
 (2.0% Increase)

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
PATROL OFFICER											
ANNUAL	44,705	46,606	48,512	50,413	52,318	54,213	56,124	59,929	66,268	68,662	77,053
hrly	21.4931	22.4072	23.3231	24.2372	25.1531	26.0644	26.9831	28.8122	31.8600	33.0107	37.0451
bi-wk	1719.45	1792.58	1865.85	1938.98	2012.25	2085.15	2158.65	2304.98	2548.80	2640.86	2963.61
PATROL OFFICER ASSOC.											
ANNUAL	45,005	46,906	48,812	50,713	52,618	54,513	56,424	60,229	66,568	68,962	77,353
hrly	21.6370	22.5510	23.4673	24.3813	25.2971	26.2082	27.1269	28.9563	32.0038	33.1548	37.1889
bi-wk	1730.96	1804.08	1877.38	1950.50	2023.77	2096.65	2170.15	2316.50	2560.31	2652.38	2975.12
PATROL OFFICER BACH.											
ANNUAL	45,205	47,106	49,012	50,913	52,818	54,713	56,624	60,429	66,768	69,162	77,553
hrly	21.7332	22.6471	23.5635	24.4774	25.3933	26.3043	27.2231	29.0524	32.1000	33.2510	37.2851
bi-wk	1738.65	1811.77	1885.08	1958.19	2031.46	2104.35	2177.85	2324.19	2568.00	2660.08	2982.81

APPENDIX B



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.
Annual out-of-pocket maximums – applies to deductibles, copays and coinsurance amounts for all covered services	\$6,350 for one member, \$12,700 for two or more members each calendar year	\$12,700 for one member, \$25,400 for two or more members each calendar year Note: Out-of-network cost sharing amounts also apply toward the in-network out-of-pocket 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.	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.
	One per member per calendar year	
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.	60% after out-of-network deductible
	One per member per calendar year	

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	80% 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

* 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 *

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)	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	

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

* 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 *

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.

APPENDIX C

DEFERRED RETIREMENT OPTION PLAN (DROP)

A. OVERVIEW

Effective January 1, 2007, any Employee who is a member of the City of Sterling Heights Police Officers Association (hereinafter the "Police Officers Association") may at any time voluntarily elect to participate in the Sterling Heights Police and Fire Retirement System Deferred Retirement Option Plan (hereinafter "DROP") after attaining 20 years of service credit regardless of age. In addition, Employees otherwise qualifying for DROP Participation shall have a sixty (60) day window period commencing January 1, 2007 through and including March 1, 2007, during which eligible employees (those on active payroll as of January 1, 2007) may file a retroactive DROP election with the Retirement Board with an effective DROP date commencing July 1, 2006 or later at the Employee's election. Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of his or her monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP Date.

During DROP participation, the Participant continues with full employment status and receives all future promotions and benefit/wage increases, and is considered an employee of the City, not a retiree. The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the Defined Benefit Plan of the City of Sterling Heights Police and Fire Retirement System (the "Police and Fire Retirement System"). The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Police and Fire Retirement System (the "Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment or payments from his or her individual DROP Account as described herein. The DROP payment or payments are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

B. ELIGIBILITY

Effective January 1, 2007, any member of the Police Officers Association may voluntarily elect to participate in the DROP at any time after attaining 20 years of service credit regardless of age. The member's election to participate in the DROP shall not operate to change or in anyway modify the Retirement System's minimum requirement for a normal service retirement or pension. **The Drop plan shall be closed as of September 17, 2012 and no employee may be a participant after that date.**

C. PARTICIPATION PERIOD

The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation. An Employee must cease employment with the City of Sterling Heights Police Department within five (5) years from the date of entering the DROP. The election to participate in the DROP is voluntary; however, an employee's application

and election to participate in the DROP shall constitute an irrevocable election to terminate employment and retire no later than five (5) years after his or her effective DROP date.

Upon termination of employment, the retiree shall commence receipt of the monthly retirement benefit previously credited to their DROP Account, unless an Optional form of benefit is elected pursuant to Subsection E. Failure to terminate employment at the expiration of the DROP Participation Period shall result in the forfeiture of the Participant's monthly pension benefit otherwise payable to his or her DROP Account until termination of employment. The foregoing statement shall not be interpreted as allowing the DROP Participant the option of continuing employment after the expiration of his or her DROP period. Interest on the DROP Account however, will continue to accrue during such a forfeiture period, pursuant to Subsection G.

D. ELECTION TO PARTICIPATE

Once commenced, DROP Participation is IRREVOCABLE (except as specifically provided in Subsection M herein). An Employee who wishes to participate in the DROP, shall complete and sign such application form or forms as shall be required by the Retirement Board no less than 30 days, but no more than 90 days prior to their intended DROP Date. The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee's eligibility for participation in the DROP. On the Employee's effective DROP Date, he or she shall become a DROP Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection L). A Participant's DROP Date only applies to the Employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a Participant's DROP Date.

Except with regard to the retirement benefits expressly provided herein, DROP Participants will continue with full employment status with all rights and privileges afforded to employees of the Police Department and this bargaining unit, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

E. DROP BENEFIT

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable).

The calculation of the Employee's "Average Final Compensation" ("AFC") shall be based upon the contract provisions in effect on the Employee's DROP Date and to the extent applicable, shall include all monies which, if the Employee had terminated employment on their DROP Date, would have otherwise been included in calculating the Employee's AFC. The City's payment of "separation buyout monies" which have been included in AFC as provided herein and by Article 35.4 of this Agreement shall occur within 60 days of the Employee's effective DROP Date (i.e., retirement date). All vacation, sick, compensatory or personal time accruing after a Participant's effective DROP Date shall accrue and be governed by the provisions of this Agreement except that any unused vacation time at the time of termination of employment will not be paid to any DROP Participant (i.e., must be used or is lost). It is expressly understood that the actual amount of "separation buyout monies" included in AFC and paid to the Employee at time of DROP election may be different in amount than the "separation buyout monies," if any, paid to the DROP Participant at actual termination of employment.

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may either prior to his or her DROP date, or at the time of their termination of employment elect to receive his or her benefit in the form of the Police and Fire Retirement System's Option I or Option II benefit and nominate a named beneficiary in accordance with the Police and Fire Retirement System provisions. A Participant's DROP Benefit that is credited monthly in to the Participant's DROP Account shall not change during the Participant's DROP Participation. A Participant desiring to change his or her form of benefit at termination of employment, must make such election prior to termination and will receive the actuarially computed revised benefit commencing on the Employee's effective date of termination.

The term "spouse" for purposes of survivorship benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of employment and the retiree's date of death in the event such death occurs after termination of employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

F. ANNUITY WITHDRAWAL

An Employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System) may elect the Annuity Withdrawal Option provided by the Police and Fire Retirement System at the time of electing DROP participation.

Such election shall be made commensurate with the Participant's DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as his or her monthly retirement benefit from the Police and Fire Retirement System after termination of employment. If the Participant, pursuant to Subsection F, elects an Optional form of benefit upon termination of employment, the Annuity Withdrawal reduction shall be re-determined and the retiree's monthly retirement benefit adjusted. DROP Participants

who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

The annuity withdrawal amount (accumulated contributions) shall be withdrawn from the Police and Fire Retirement System either at the time of DROP election, or at termination of employment, at the election of the DROP Participant. All withdrawal provisions and options under the Police and Fire Retirement System which are available to Members shall be available to the DROP Participant at such time as he or she elects withdrawal of his or her contributions.

At the time of the Annuity Withdrawal election, if an Employee is electing a straight life form of benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and a qualified spouse). There shall be no adjustment to the benefits payable to the DROP Participant upon the Participant's subsequent marriage to a qualifying spouse unless the Participant selects an Optional form of benefit at termination of Employment (Subsection E). In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election) subsequently qualifies for benefits payable by the Plan, said benefits shall not be adjusted based upon the Employee's annuity withdrawal election.

G. DROP ACCOUNTS

For each individual DROP Participant, a DROP Account shall be created in which shall be accumulated at DROP Interest the Participant's DROP Benefits. All DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Retirement Board in the same manner as the primary pension fund. DROP Interest for each DROP Participant shall be at a fixed rate of 4.0% per annum with interest credited on the first day of each month on the prior month's principal and interest balance.

The Retirement Board shall provide each DROP Participant with an annual statement of his or her account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the Police and Fire Retirement System and not to the actual segregation of moneys in the funds of the Police and Fire Retirement System.

H. CONTRIBUTIONS

The Employee's contributions to the Police and Fire Retirement System shall cease as of the Participant's DROP Date for each Employee entering the DROP.

The payroll of DROP Participants will be included in the covered compensation upon which regular City contributions to the Police and Fire Retirement System are based. Employer contributions shall be credited to the Retirement System and not to any individual's Drop Account.

I. DISTRIBUTION OF DROP FUNDS

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination, of the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the Participant/recipient;
- 2) A partial lump sum distribution to the Participant/recipient;
- 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures;
- 4) An annuity payable for the life of the Participant/recipient;
- 5) An optional form of annuity as established by Public Act 345 of 1937, as amended; or
- 6) No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

Lump sum or partial lump sum distributions which would exceed Internal Revenue Code Section 415 limits will not be authorized. A former Participant may change his or her distribution method as may be applicable no more than once per year prior to June 30th of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board. A former Participant may elect a total lump sum distribution for any remaining balance in his or her DROP Account at any time after termination of employment which will be paid within 90 days after receiving the former Participant's request. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1st following the later of:

- 1) The calendar year in which the Participant attains age 70 ½, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)), then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the former Participant.

Any and all distributions from the Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

J. DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, if a DROP Participant dies either before full retirement (i.e., before termination of service), or during full retirement (i.e., after termination of service), but before the DROP account balance has been fully paid out, the Participant's designated beneficiary or beneficiaries shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution

methods (Subsection I). In the event the Participant has failed to name a beneficiary, the DROP account balance shall be payable to the Participant's beneficiary of benefits from the Police and Fire Retirement System. If there is no such beneficiary, the DROP account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Police and Fire Retirement System shall be determined as if the DROP Participant had separated from service on the day prior to his or her date of death.

K. DISABILITY DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a police officer in accordance with the provisions of the Police and Fire Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the Participant had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Police and Fire Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Police and Fire Retirement System, except as specifically provided in Subsection L.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the Employee from the Participant's DROP account or payment of disability or retirement benefits to the Employee from the Retirement System.

If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary or beneficiaries may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs within 90 days of Participant's date of death and before payment of a distribution from the Participant's DROP Account or payment of benefits from the Police and Fire Retirement System.

If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed and the Participant, or the Participant's beneficiary or beneficiaries as applicable, is entitled to all benefits provided by the Police and Fire Retirement System as if a DROP election had not been made. In the event of revocation of DROP Participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee

shall receive service credit for all service rendered during DROP Participation or as otherwise provided in the applicable collective bargaining agreement.

M. PROMOTION

In the event a member of the Police Officers Association is promoted to a position out of the bargaining unit, but to a position covered by the Police and Fire Retirement System, DROP Eligibility, DROP Participation and membership in the Police and Fire Retirement System shall continue under the same terms and conditions as stated herein including the Participation Period pursuant to Subsection C above.

O. INTERNAL REVENUE CODE COMPLIANCE

The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void, subject to Article 43 of the collective bargaining agreement.

The DROP Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Retirement Board and the Police Officers Association shall agree upon (i.e., I.R.C. Section 415(m) benefit plan) after consultation with appropriate legal counsel.

APPENDIX D

A. OVERVIEW

Officers who are not participants in the DROP under Section 35.14 are eligible for the Early Retirement Option Plan (*EROP*). An officer may at any time voluntarily elect to participate in the *EROP* after attaining 25 years of service credit regardless of age. Upon commencement of *EROP* participation, the Participant's *EROP* Benefit shall be the dollar amount of his or her monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the *EROP* Date. During *EROP* participation, the Participant continues with full employment status and receives all future promotions and benefit/wage increases, and is considered an employee of the City, not a retiree. The Participant's *EROP* Benefit shall be credited monthly to the Participant's *EROP* Account that shall be established within the Defined Benefit Plan of the City of Sterling Heights Police and Fire Retirement System (the "Police and Fire Retirement System"). The Participant's *EROP* Account shall be maintained and managed by the Board of Trustees of the Police and Fire Retirement System (the "Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment or payments from his or her individual *EROP* Account as described herein. The *EROP* payment or payments are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the *EROP*.

B. ELIGIBILITY

Effective upon the Employer's approval of this agreement, any member of the Police Officers Association, not currently participating in Section 35.14, may voluntarily elect to participate in the *EROP* at any time after attaining 25 years of service credit regardless of age. The member's election to participate in the *EROP* shall not operate to change or in anyway modify the Retirement System's minimum requirement for a normal service retirement or pension.

C. PARTICIPATION PERIOD

The maximum period for participation in the *EROP* is five (5) years (the "Participation Period"). There is no minimum time period for participation. An Employee must cease employment with the City of Sterling Heights Police Department within five (5) years from the date of entering the *EROP*. The election to participate in the *EROP* is voluntary; however, an employee's application and election to participate in the *EROP* shall constitute an irrevocable election to terminate employment and retire no later than five (5) years after his or her effective *EROP* date.

Upon termination of employment, the retiree shall commence receipt of the monthly retirement benefit previously credited to their *EROP* Account, unless an Optional form of benefit is elected pursuant to Subsection E. Failure to terminate employment at the expiration of the *EROP* Participation Period shall result in the forfeiture of the Participant's monthly pension benefit otherwise payable to his or her *EROP* Account until termination of employment. The foregoing statement shall not be interpreted as allowing the *EROP* Participant the option of continuing employment after the expiration of his or her *EROP* period. Interest on the *EROP* Account

however, will continue to accrue during such a forfeiture period, pursuant to Subsection G.

D. ELECTION TO PARTICIPATE

Once commenced, *EROP* Participation is IRREVOCABLE (except as specifically provided in Subsection M herein). An Employee who wishes to participate in the *EROP* shall complete and sign such application form or forms as shall be required by the Retirement Board no less than 30 days, but no more than 90 days prior to their intended *EROP* Date. The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee's eligibility for participation in the *EROP*. On the Employee's effective *EROP* Date, he or she shall become a *EROP* Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's *EROP* Date. Increases in compensation and accrual of additional service during *EROP* Participation will NOT be factored into the pension benefits of active or former *EROP* Participants (except as specifically provided in Subsection L). A Participant's *EROP* Date only applies to the Employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a Participant's *EROP* Date.

Except with regard to the retirement benefits expressly provided herein, *EROP* Participants will continue with full employment status with all rights and privileges afforded to employees of the Police Department and this bargaining unit, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

E. EROP BENEFIT

The Participant's *EROP* Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the *EROP* Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable).

The calculation of the Employee's "Average Final Compensation" ("AFC") shall be based upon the contract provisions in effect on the Employee's *EROP* Date and to the extent applicable, shall include all monies which, if the Employee had terminated employment on their *EROP* Date, would have otherwise been included in calculating the Employee's AFC. The City's payment of "separation buyout monies" which have been included in AFC as provided herein and by Article 35.4 of this Agreement shall occur within 60 days of the Employee's effective *EROP* Date (i.e., retirement date). All vacation, sick, compensatory or personal time accruing after a Participant's effective *EROP* Date shall accrue and be governed by the provisions of this Agreement except that any unused vacation time at the time of termination of employment will not be paid to any *EROP* Participant (i.e., must be used or is lost). It is expressly understood that the actual amount

of "separation buyout monies" included in AFC and paid to the Employee at time of *EROP* election may be different in amount than the "separation buyout monies," if any, paid to the *EROP* Participant at actual termination of employment.

The Participant's *EROP* Benefit shall be credited monthly to the Participant's individual *EROP* Account. A *EROP* Participant may either prior to his or her *EROP* date, or at the time of their termination of employment elect to receive his or her benefit in the form of the Police and Fire Retirement System's Option I or Option II benefit and nominate a named beneficiary in accordance with the Police and Fire Retirement System provisions. A Participant's *EROP* Benefit that is credited monthly in to the Participant's *EROP* Account shall not change during the Participant's *EROP* Participation. A Participant desiring to change his or her form of benefit at termination of employment, must make such election prior to termination and will receive the actuarially computed revised benefit commencing on the Employee's effective date of termination.

The term "spouse" for purposes of survivorship benefit qualification of *EROP* Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during *EROP* Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of employment and the retiree's date of death in the event such death occurs after termination of employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

F. ANNUITY WITHDRAWAL

An Employee who elects to participate in the *EROP* (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System) may elect the Annuity Withdrawal Option provided by the Police and Fire Retirement System at the time of electing *EROP* participation.

Such election shall be made commensurate with the Participant's *EROP* election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's *EROP* Benefit, as well as his or her monthly retirement benefit from the Police and Fire Retirement System after termination of employment. If the Participant, pursuant to Subsection F, elects an Optional form of benefit upon termination of employment, the Annuity Withdrawal reduction shall be re-determined and the retiree's monthly retirement benefit adjusted. *EROP* Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their *EROP* Account.

The annuity withdrawal amount (accumulated contributions) shall be withdrawn from the Police and Fire Retirement System either at the time of *EROP* election, or at termination of employment, at the election of the *EROP* Participant. All withdrawal provisions and options under the Police and Fire Retirement System which are available to Members shall be available to the *EROP* Participant at such time as he or she elects withdrawal of his or her contributions.

At the time of the Annuity Withdrawal election, if an Employee is electing a straight life form of

benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and a qualified spouse). There shall be no adjustment to the benefits payable to the *EROP* Participant upon the Participant's subsequent marriage to a qualifying spouse unless the Participant selects an Optional form of benefit at termination of Employment (Subsection E). In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election) subsequently qualifies for benefits payable by the Plan, said benefits shall not be adjusted based upon the Employee's annuity withdrawal election.

G. EROP ACCOUNTS

For each individual *EROP* Participant, an *EROP* Account shall be created in which shall be accumulated at *EROP* Interest the Participant's *EROP* Benefits. All *EROP* Accounts shall be maintained for the benefit of each *EROP* Participant and will be managed by the Retirement Board in the same manner as the primary pension fund. *EROP* Interest for each *EROP* Participant shall be at a fixed rate of 4.0% per annum with interest credited on the first day of each month on the prior month's principal and interest balance.

The Retirement Board shall provide each *EROP* Participant with an annual statement of his or her account activity. The reference to individual *EROP* Accounts shall be interpreted to refer to the accounting records of the Police and Fire Retirement System and not to the actual segregation of moneys in the funds of the Police and Fire Retirement System.

H. CONTRIBUTIONS

The Employee's contributions to the Police and Fire Retirement System shall cease as of the Participant's *EROP* Date for each Employee entering the *EROP*. The payroll of *EROP* Participants will be included in the covered compensation upon which regular City contributions to the Police and Fire Retirement System are based. Employer contributions shall be credited to the Retirement System and not to any individual's *EROP* Account.

I. DISTRIBUTION OF EROP FUNDS

Upon termination of employment, the former *EROP* Participant must choose one, or a consistent combination, of the following distribution methods to receive payment(s) from his or her individual *EROP* Account:

- 1) A total lump sum distribution to the Participant/recipient;
- 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.

Lump sum or partial lump sum distributions which would exceed Internal Revenue Code Section 415 limits will not be authorized.

Upon the termination of participation in the *EROP* program, the participant shall be entitled to

withdraw 85% of the EROP Account balance, including interest. This distribution shall take place no later than sixty (60) days from the date the employee terminates participation in the EROP.

The fifteen (15%) percent remaining balance in the EROP Account shall be forfeited to the Police Fire Pension System to help offset any costs or Unfunded Accrued Liability of the Sterling Heights Police/Fire Pension system.

Any and all distributions from the Participant's *EROP* Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

J. DEATH DURING *EROP* PARTICIPATION

Except as otherwise provided in Subsection L, if a *EROP* Participant dies either before full retirement (i.e., before termination of service), or during full retirement (i.e., after termination of service), but before the *EROP* account balance has been fully paid out, the Participant's designated beneficiary or beneficiaries shall receive the remaining balance in the Participant's *EROP* Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the *EROP* account balance shall be payable to the Participant's beneficiary of benefits from the Police and Fire Retirement System. If there is no such beneficiary, the *EROP* account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Police and Fire Retirement System shall be determined as if the *EROP* Participant had separated from service on the day prior to his or her date of death.

K. DISABILITY DURING *EROP* PARTICIPATION

Except as otherwise provided in Subsection L, in the event a *EROP* Participant becomes totally and permanently disabled from further performance of duty as a police officer in accordance with the provisions of the Police and Fire Retirement System, the Participant's participation in the *EROP* shall cease and the member shall receive such benefits as if the Participant had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Police and Fire Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Police and Fire Retirement System, except as specifically provided in Subsection L.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A *EROP* Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Employee's employment with the City, may retroactively revoke the Participant's *EROP* election if the revocation occurs before the payment of a distribution to the Employee

from the Participant's *EROP* account or payment of disability or retirement benefits to the Employee from the Retirement System.

If a *EROP* Participant dies in the line of duty while in the employ of the City, the *EROP* Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible *EROP* beneficiary or beneficiaries may, by unanimous agreement, retroactively revoke the Participant's *EROP* election if the revocation occurs within 90 days of Participant's date of death and before payment of a distribution from the Participant's *EROP* Account or payment of benefits from the Police and Fire Retirement System.

If a *EROP* election revocation is made as prescribed by this Subsection, the Participant's *EROP* Account is not distributed and the Participant, or the Participant's beneficiary or beneficiaries as applicable, is entitled to all benefits provided by the Police and Fire Retirement System as if a *EROP* election had not been made. In the event of revocation of *EROP* Participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee shall receive service credit for all service rendered during *EROP* Participation or as otherwise provided in the applicable collective bargaining agreement.

M. PROMOTION

In the event a member of the Police Officers Association is promoted to a position out of the bargaining unit, but to a position covered by the Police and Fire Retirement System, *EROP* Eligibility, *EROP* Participation and membership in the Police and Fire Retirement System shall continue under the same terms and conditions as stated herein including the Participation Period pursuant to Subsection C above.

N. INTERNAL REVENUE CODE COMPLIANCE

The *EROP* is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the *EROP*, or portion thereof, that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void, subject to Article 43 of the collective bargaining agreement.

The *EROP* Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Retirement Board and the Police Officers Association shall agree upon (i.e., I.R.C. Section 415(m) benefit plan) after consultation with appropriate legal counsel.

Letters of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS
AND
THE STERLING HEIGHTS POLICE OFFICERS ASSOCIATION/
MICHIGAN ASSOCIATION OF POLICE**

SUBJECT: MONTHLY TRAINING PROGRAM (SECTION 42.9)

It is understood and agreed between the City of Sterling Heights and the S.H.P.O.A./M.A.P. that the original language shall be adhered to with this one exception: There shall be no suspension of department training during the months of June, July, August and December. The City may schedule department training during the months of June, July, August and December.

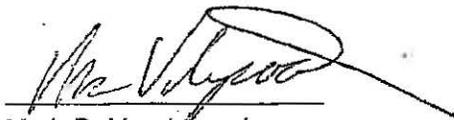
In return

The City shall amend the Collective Bargaining Agreement, specifically replacing Section 8.7 A (Discipline) with the following: A. One (1) year for incidents or infractions not involving loss of time or wages.

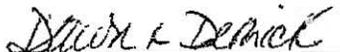
Also

The City also agrees to amend General Order 4.02 (Uniform Specifications: Police Officers) – to reauthorize the use of Mock Turtleneck Dickies and Mock Turtleneck Shirts as it has allowed for their use in the past.

For The City:

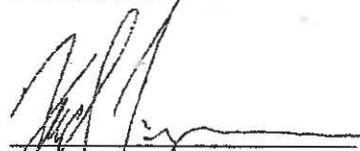


Mark D. Vanderpool
City Manager

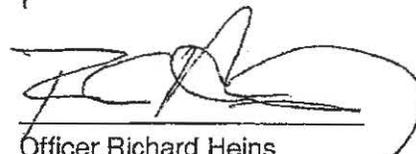


Dawn L. Demick
Human Resource Director

For The Union:



Fred Timponi
Labor Relations Specialist



Officer Richard Heins
President S.H.P.O.A.

Date: 11-30-07

MEMORANDUM OF UNDERSTANDING
BETWEEN
The City of Sterling Heights
AND
The Sterling Heights Police Officer's Association
Michigan Association of Police

Subject: Clarification on Article 18.10 Overtime / Compensatory Time
As it relates to the
'Beck Decision' and the right to use Compensatory Time.

The use of compensatory time shall be granted as long as it does not **'unduly disrupt'** the operations of the police department to protect the public. Payment of overtime that may be caused by the granting of compensatory time shall not be considered an undue disruption.

As long as all time constraints are exhausted pursuant to the Collective Bargaining Agreement and the Supervisor in charge of filling the requested spot(s) has made a reasonable effort to do so, in accordance with department policy and past practice, the undue disruption can be a lack of manpower issue, which would degrade the public's safety and officer safety.

The SHPOA executive board shall receive documentation; example – compensatory time request slip, call in sheet or a shift seniority sheet that was used by the Supervisor to fill or deny the requested time off.

No officer can be ordered, held over from a previous shift or forced to work for another officer due to the request(s) for compensatory time off.

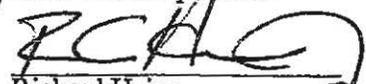
For the City

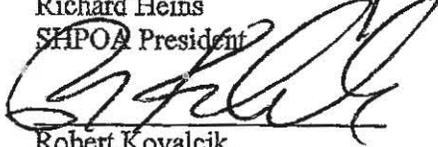

Mark Vanderpool
City Manager


Dawn Demick
Human Resource

For the Union


Fred Timpner
MAP Labor Specialist


Richard Heins
SHPOA President


Robert Kovalcik
SHPOA Negotiations Chairman

12/11/06

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS
AND
STERLING HEIGHTS POLICE OFFICERS ASSOCIATION
MICHIGAN ASSOCIATION OF POLICE

SUBJECT: DETENTION FACILITY

It is specifically understood and agreed that the City, in its sole discretion, may cease to provide detention services entirely, may sell or lease the present or any other detention facility, may contract or subcontract for detention services, may operate the present facility with non-patrol officers, or do any combination of the above.

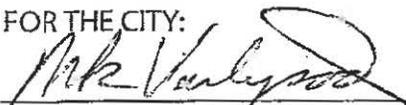
It is understood and agreed upon that should the City elect to operate the detention facility itself with non-patrol officers, all non-supervisory employees hired for such purposes will be accreted into Michigan Association of Police as a separate bargaining group, with separate wages, hours, and other conditions of employment arrived at through collective bargaining between the City and the Michigan Association of Police.

The City also agrees, if and when Patrol Officers are removed from detention duties, to do so with enough notice to allow present Patrol Officers in detention to make their shift selection at a regular bi-annual shift selection.

The City further agrees that it will not operate the present facility with other public sector police personnel (e.g., Macomb County Sheriff Department), nor shall discontinuing of the detention duties cause layoffs of Patrol Officers.

It is also specifically understood and agreed, that this Memorandum of Understanding, incorporated into the parties' July 1, 2006 to June 30, 2011 Collective Bargaining Agreement, shall have continuing force and effect until negotiated differently by the parties.

FOR THE CITY:

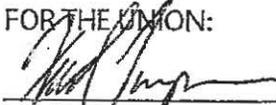


Mark D. Vanderpool
City Manager



Dawn L. Demick
Human Resources Director

FOR THE UNION:



Fred Timponer
Labor Relations Specialist



Officer Richard Heins
President

Date: 12-19-06

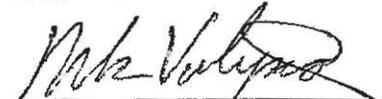
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS
AND
STERLING HEIGHTS POLICE OFFICER ASSOCIATION
MICHIGAN ASSOCIATION OF POLICE

SUBJECT: ANNUAL PENSION ALLOWANCE

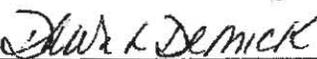
It is understood and agreed between the City of Sterling Heights and Michigan Association of Police (the Union) that while the annual pension allowance of \$500 provided by Article 36, Section 10, of the current parties' Agreement dated July 1, 1988 through June 30, 1992 was eliminated upon the signing of the parties' 1993-1996 Agreement, those regular service retirees presently receiving the allowance, specifically: G. BLANCHARD, T. BURNS, B. COLLINS, C. GIRARDI, and R. GOODE, will continue to do so on the same previous terms and conditions until such time as they cease receiving a pension from the city.

No other employees or retirees except those specifically noted in this Memorandum shall receive or be eligible to receive any type of annual pension allowance.

FOR THE CITY:



Mark D. Vanderpool
City Manager



Dawn L. Demick
Human Resources Director

FOR THE UNION:



Fred Timpner
Labor Relations Specialist



Officer Richard Heins
President

Date: 12-19-64

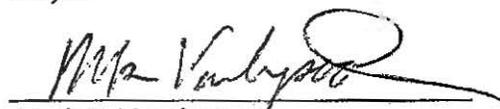
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS
AND
STERLING HEIGHTS POLICE OFFICERS ASSOCIATION
MICHIGAN ASSOCIATION OF POLICE

It is hereby understood and agreed that pursuant to Public Act No. 89 of 1989, being MCL 257.675d, the City shall be authorized to approve the issuance of handicapped parking tickets at Lakeside Mall by Lakeside Security Officers.

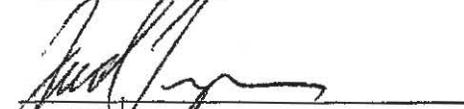
Before they are allowed to issue violations, the Lakeside Security Officers shall be properly trained for these purposes, as determined by the Sterling Heights Police Chief. This agreement shall be effective upon signing of the 2006-2011 collective bargaining agreement and shall expire at the conclusion of that collective bargaining agreement, unless the parties agree to extend this letter of understanding.

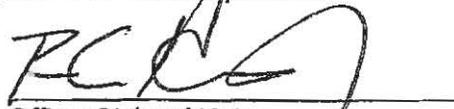
FOR THE CITY:


Richard J. Notte
Mayor


Mark D. Vanderpool
City Manager

FOR THE UNION:


Fred Timponer
Labor Relations Specialist


Officer Richard Heins
President

Date: 12-19-06

LETTER OF INTENT

Between

The City of Sterling Heights
and
The Sterling Heights Police Officers Association

Subject: Clarification on the intent of Article 18.11

The letter serves to clarify the language in Article 18.11 of the 2013 - 2017 Sterling Heights Police Officers Association Collective Bargaining Agreement.

18.11

Any officer participating in but not contributing to the Sterling Heights Police/Fire Act 345 Pension System under 35.2 shall be moved to the bottom of the Departmental seniority list for call in overtime.

Clarification:

All DROP and EROP members go to the bottom of the shift level seniority list for all non equalized overtime, i.e.; Call in / Hold over.

Example: An officer is needed on overtime due to a sick call-in. The first officer called to fill the slot would be the senior officer assigned to the shift, not currently working and not enrolled in the DROP or EROP provision of the CBA.

If no member is located under the listed provision the senior officer assigned to the shift, not currently working and enrolled in the DROP or EROP provision of the CBA would then be eligible for the overtime.

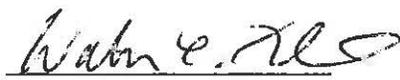
This protocol will be used until the overtime slot is filled.

In the event that no officer volunteers for the overtime the spot will be filled by the lowest seniority officer currently working.

For the City:

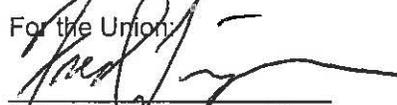


City Manager



Human Resources Director

For the Union:



Labor Relations Specialist



S.H.P.O.A. President

10/2/14
Date

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between The City of Sterling Heights (the "City") and the Sterling Heights Police Officers Association (the "SHPOA").

Pursuant to the terms and conditions of §30.1 of the collective bargaining agreement for the period July 1, 2013 to June 30, 2017, a one-time signing bonus of 1.5% of the applicable annual salary in effect as of July 1, 2014 ("bonus") is to be paid to all members of the SHPOA provided they are in the employ of the City at the time of payment.

Due to the scheduling of payroll, this signing bonus is to be paid on September 25, 2014, which falls after the dates in September when officers/members Kevin Ernst (Ernst) and Kevin Wagner ("Wagner") separate from employment.

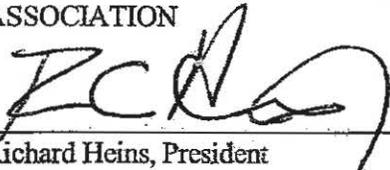
To avoid a conflict over the late payment date for the bonus, the City and the SHPOA agree that Ernst and Wagner are eligible to receive the bonus. It is acknowledged and agreed that except for Ernst and Wagner, an officer not in the employ of the City at the time of payment on September 26, 2014 is ineligible.

CITY OF STERLING HEIGHTS



Mark Vanderpool, City Manager

STERLING HEIGHTS POLICE OFFICERS ASSOCIATION



Richard Heins, President

Date: 9/23/14

Date: 09/19/14

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider appointment of nominees to City of Sterling Heights Boards and Commissions

Submitted By: Office of the City Clerk

Contact Person/Telephone: ^{MC} Mark Carufel, City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

For a select few boards and commissions, the Mayor or City Council have the power of appointment only after nominations are made and approved by City Council at a prior regular meeting. 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.

In accordance with Governing Body Rule of Procedure 23, the Mayor and City Council have made nominations to the Board of Ordinance Appeals I and Board of Ordinance Appeals II at the July 5, 2016 regular meeting. The nominees will be considered for appointment at the July 19, 2016 regular meeting. The City Council has the power of appointment to the Board of Ordinance Appeals I and Board of Ordinance Appeals II.

City Council has been provided with information on each nominee's qualifications for appointment and afforded time to contact the nominees for additional information. Nominees John Pitrone and Michael Stickney are current members who are seeking appointment as alternates, as noted below.

Nominees Under Consideration For Appointment

<u>Nominee</u>	<u>Board / Commission</u>	<u>Term Ending</u>
John Pitrone	Ordinance Board of Appeals II - Alternate	June 30, 2019
Michael Stickney	Ordinance Board of Appeals I - Alternate	June 30, 2019
Louis Ottolini	Ordinance Board of Appeals II - Alternate	June 30, 2019
Benjamin McMartin	Ordinance Board of Appeals I	June 30, 2019
Paul Zdzielowski	Ordinance Board of Appeals I	June 30, 2019

Suggested Action No. 1 (Ordinance Board of Appeals II):

MOVED BY:

SECONDED BY:

RESOLVED, to appoint John Pitrone to the Ordinance Board of Appeals II as an alternate member for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Suggested Action No. 2 (Ordinance Board of Appeals I – Alternate):

MOVED BY:

SECONDED BY:

RESOLVED, to appoint Michael Stickney to the Ordinance Board of Appeals I as an alternate member for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Suggested Action No. 3 (Ordinance Board of Appeals II – Alternate):

MOVED BY:

SECONDED BY:

RESOLVED, to appoint Louis Ottolini to the Ordinance Board of Appeals II as an alternate member for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Suggested Action No. 4 (Ordinance Board of Appeals I):

MOVED BY:

SECONDED BY:

RESOLVED, to appoint Benjamin McMartin to the Ordinance Board of Appeals I for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Suggested Action No. 5 (Ordinance Board of Appeals I):

MOVED BY:

SECONDED BY:

RESOLVED, to appoint Paul Zdzieblowski to the Ordinance Board of Appeals I for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

Board of Ordinance Appeals

(5 Members)

(2 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/19	
2. Unexpired Term		06/30/19	
3. Alternate		06/30/19	

Applications on File:

Mohammed Alomari (Ethnic Community Committee-exp. 06/30/17)
Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/17)
(Ethnic Community Committee-exp. 06/30/18)
Jennifer Gubin
Lisa J. Hamameh
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/19)
Ryan Makowski
Benjamin D. McMartin
Joanne L. Paraventi (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/17)
Leonard Reinowski (Planning Commission-exp. 06/30/17)
Howard Sizemore II
Michael Stickney (Board of Ordinance Appeals II-exp. 06/30/18)
Shawn Taylor (Ethnic Community Committee-exp. 06/30/19)
Matthew Zarna
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: 07/19/16

AGENDA STATEMENT

OMB AS03 Rev. 11/04

Item Title: To consider nominations to City of Sterling Heights Boards and Commissions

Submitted By: Office of the City Clerk

Contact Person/Telephone: Mark Carufel, ^{MC} City Clerk / Risk Manager, 586/446-2421

Administration (initial as applicable)

Attachments

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

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

Executive Summary:

At the June 21, 2016 regular meeting, City Council postponed to July 19, 2016 a nomination to fill one vacancy on the seven-member Zoning Board of Appeals and one vacancy on the five-member Board of Ordinance Appeals 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.

The vacancies for which nominations will be considered at the July 19, 2016 regular meeting are listed below:

<u>Board / Commission</u>	<u>Vacancies</u>	<u>Power of Appointment</u>
Zoning Board of Appeals	1	City Council
Board of Ordinance Appeals II	1	City Council

Applications of the residents interested in serving on the above-noted boards are attached. Spreadsheets indicating the applicants' preferences for appointment as reflected by their ranking of the respective boards and commissions, and attendance records of current members, are also attached.

Suggested Action No. 1 (To make a nomination to the ZBA):

MOVED BY:

SECONDED BY:

RESOLVED, to nominate _____ for consideration as an appointee to the Zoning Board of Appeals at the August 3, 2016 regular City Council meeting.

Suggested Action No. 2 (To make a nomination to OBA II – permanent member):

MOVED BY:

SECONDED BY:

RESOLVED, to nominate _____ for consideration as an appointee to the Board of Ordinance Appeals II at the August 3, 2016 regular City Council meeting.

Suggested Action (To postpone a nomination(s) to a Date Certain):

MOVED BY:

SECONDED BY:

RESOLVED to postpone a nomination(s) to the _____ to the _____, 2016* regular City Council Meeting.

[*Future Regular Meeting Dates are August 3, 2016, August 16, 2016 and September 6, 2016].

Zoning Board of Appeals

(7 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1.		06/30/19	
Unexpired Term			

Applications on File:

Mohammed Alomari (Ethnic Community Committee-exp. 06/30/17)
Brian Cole (Economic Development Corporation/Brownfield Auth.-exp. 06/30/19)
Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/17)
(Ethnic Community Committee-exp. 06/30/18)
Robert Ervin (Board of Ordinance Appeals-exp. 06/30/18)
Lisa J. Hamameh
Laurel Johnson (Board of Code Appeals-exp. 06/30/17)
(Local Development Finance Authority-exp. 06/30/19)
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/19)
Benjamin D. McMartin
Jeffrey I. Norgrove (Planning Commission-exp. 06/30/17)
Louis Ottolini
Joanne L. Paraventi (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/16)
Leonard Reinowski (Planning Commission-exp. 06/30/17)
Juli Sala (Board of Ordinance Appeals-exp. 06/30/18)
Michael Sauger (Board of Ordinance Appeals II-exp. 06/30/19)
(Board of Ordinance Appeals-exp. 06/30/19)
Howard Sizemore II
Thomas Szatkowski (Board of Code Appeals-exp. 06/30/20)
(Housing Commission-exp. 12/31/19)
Shawn Taylor (Ethnic Community Committee-exp. 06/30/19)
Joyce Tye (Beautification Commission-exp. 06/30/17)
Matthew Zarna

The Zoning Board of Appeals shall consist of seven regular members, each to be appointed for a term of three years, expiring on June 30 in the year of expiration. All vacancies for unexpired terms shall be filled for the remainder of the term. The Zoning Board of Appeals shall consist of seven regular members, each to be appointed by a majority of the City Council members serving. All members of the Zoning Board of Appeals shall be selected from the electors of the City and shall be representative of the population distribution and of the various interests in the City. One member of the Board may be a member of the Planning Commission, with the remaining members selected from the electors of the City. Appointments shall be for a three year term expiring on June 30 in the year of expiration, except for appointments to fill vacancies or appointments of the member of the Board who is also a member of the Planning Commission. The term of the member of the Board who is also a member of the Planning Commission shall be limited to the time he or she is a member of the Planning Commission.

		"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		
ALOMARI	MOHAMMED	1	17			4	1	5	7		8		9		2	3	A		10	13	11			4		14	15	2	3	
COLE	BRIAN	1					1							A														3	1	
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	2	
ELZHENNI	KOZETA	2	17	4	15	10		12	18	A	11	18	16	14	20	21	A	22	23	25	19	18	17	16	17	19	18	8	4	
ERVIN	ROBERT	1				A																		3				2	4	
HAMAMEH	LISA	0				3																		1				2	1	
JOHNSON	LAUREL	2			A				3			4		2					5		A						8	9	2	
LULGJURAJ	ROBERT	1	6	25	24	2		10	20	5	9	12	3	4	7	22	A	6	7	18	4	23	19	8	11	14	13	15	1	
MCMARTIN	BENJAMIN	0				1				3				4					2	6							3	5	3	
NORGROVE	JEFFREY	1								2								4						A		3	1	1	3	
OTTOLINI	LOUIS	0					2																					1	1	
PARAVENTI	JOANNE	1				9	9		6	A		7		5		1			3	3						8		4	10	1
REINOWSKI	LEONARD	1				2	2																	A			3	3	3	
SALA	JULI	1				A																		2			1	4	4	
SAUGER	MICHAEL	1				Alt	A							5	4							3	2				1	1	4	
SIZEMORE II	HOWARD	0	13	5	10	9		6	19	7	13	21	20	2	10	3	22	25	20	24	2	18	17	1	8	23	11	14	1	
SZATKOWSKI	THOMAS	2			A														A					1			4	1	1	
TAYLOR	SHAWN	1	7			5			3	6	4		3				A		1					2			2	5		
TYE	JOYCE	1	4	A				2							5				1					6			7	3		
ZARNA	MATTHEW	0	9	26	24	1		2	4	5	6	8	7	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	2	

7/12/2016

Board of Ordinance Appeals II

(5 Members)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/19	

Applications on File:

- Brian Cole (Economic Development Corporation/Brownfield Auth.-exp. 06/30/19)
- Jazmine M. Early (Arts Commission-exp. 06/30/18)
- Nancy E. Kijek
- Louis Ottolini *** Nominated as Alternate Member to OBA II 7/5/16
- Roman Stojalowsky
- Paul Zdzieblowski *** Nominated to OBA I on 7/5/16

The Board of Ordinance Appeals shall consist of five members who shall be appointed by the City Council for staggered three year terms, or until a successor has been appointed. The staggered terms shall continue to be structured so that the term of one member expires each year. The members should have varying backgrounds, and one or more of the members should have experience or training related to construction or property and building maintenance.

The City Council may appoint not more than two alternate members to the Board of Ordinance Appeals who may be called by the chairperson to participate in hearings, appeals, and variance hearings of the Board during the absence or disqualification of a member.

		"A" means the individual is already appointed to Board or Commission denoted										"E" means the individual has been elected to Board or Commission denoted																	
		shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council																											
		the number is the ranking given by the applicant to that Board or Commission they are interested in																											
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 7b	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp/Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals	
COLE	BRIAN	1				1																							5
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	2
KIJEK	NANCY	0		3		1			4						2														4
OTTOLINI	LOUIS	0				2																						1	1
STOJALOWSKI	ROMAN	0				1			3						2														1
ZDZIEBLOWSKI	PAUL	0			2	3		5	1	4																			1

6/23/2016



DELIVERED JUL 14 2016

Business of the City Council
Sterling Heights, Michigan

City Clerk's Use
Item No: 9
Meeting: 07/19/16

AGENDA STATEMENT

OMB A503 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

Table with 4 columns: Initials, Title, Attachment Type, and Attachment Name. Includes entries for 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:

At the June 21, 2016 regular meeting, City Council postponed to July 19, 2016 appointments to fill vacancies on the Arts Commission and Beautification Commission.

Terms for most City of Sterling Heights' Board and Commission members expire on June 30th. The following vacancies are not subject to the two-step nomination / appointment process under Governing Body Rule of Procedure 23.

The City Council has the power of appointment to the following Boards and Commissions:

- Arts Commission (1 vacancies) Term Ending June 30, 2020
Beautification Commission (4 vacancies) Terms Ending June 30, 2019

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 (To appoint):

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.

Suggested Action (To Postpone Appointment(s) to a Date Certain):

MOVED BY:

SECONDED BY:

RESOLVED to postpone the appointment(s) to the _____ to the _____, 2016*
regular City Council Meeting.

[*Future Regular Meeting Dates are August 3, 2016, August 16, 2016 and September 6, 2016).

Arts Commission

(12 Members)

(One Vacancy)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/20	

Applications on File:

Mohammed Alomari (Ethnic Community Committee-exp. 06/30/17)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/17)
(Ethnic Community Committee-exp. 06/30/18)
Stephanie Guran (Beautification Commission-exp. 06/30/18)
(Ethnic Community Committee-exp. 06/30/19)
Charles W. Jefferson
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/19)
Howard Sizemore II
Alvin Thomas
Joyce Tye (Beautification Commission-exp. 06/30/17)
Matthew Zarna
Stacy Ziarko (Library Board of Trustees-exp. 06/30/19)

The Commission shall consist of 12 members who shall be appointed by the City Council. All appointments to the Commission shall be for a four year term, with the term of office for three members of the Commission expiring on June 30 of each year. Members of the Commission shall be registered electors of the city upon appointment and shall remain so during their term of office.

"A" means the individual is already appointed to Board or Commission denoted											"E" means the individual has been elected to Board or Commission denoted																			
shaded area means Board or Commission that is appointed by the Mayor with confirmation of City Council											the number is the ranking given by the applicant to that Board or Commission they are interested in																			
		Total Board and Comm. Assign	Arts Commission	Beautification Commission	Board of Code Appeals	Board of Ordinance Appeals	Board of Ordinance Appeals II	Board of Review	Building Authority	Citizens Advisory Committee	Civil Service Commission Act 78	Corridor Improvement Authority	Civil Service Comm - Charter	Econ Dev Corp/Brownfield Authority	Elected Officials Comp Comm	Election Commission	Ethnic Community Committee	Historical Commission	Housing Commission	Library Board of Trustees	Local Development Finance Authority	Pension Board Gen Emp	Pension Board Police & Fire	Planning Commission	Solid Waste Mgt Comm	Telecommunication Comm	Transportation Advisory Comm	Zoning Board of Appeals		
ALOMARI	MOHAMMED	1	17			4	1	5	7		8		9		2	3	A		10	13	11			4		14	15	2		3
ELZHENNI	KOZETA	2	17	4	15	10		12	18	A	11	18	16	14	20	21	A	22	23	25	19	18	17	16	17	19	18	8		1
GURAN	STEPHANIE	2	1	A													A													2
JEFFERSON	CHARLES	0	2							1		5						3								4	5			4
LULGURAJ	ROBERT	1	6	25	24	2		10	20	5	9	12	3	4	7	22	A	6	7	18	4	23	19	8	11	14	13	15		4
SIZEMORE II	HOWARD	0	13	5	10	9		6	19	7	13	21	20	2	10	3	22	25	20	24	2	18	17	1	8	23	11	14		1
THOMAS	ALVIN	0	2														1													2
TYE	JOYCE	1	4	A				2								5			1					6				7		1
ZARNA	MATTHEW	0	9	26	24	1		2	4	5	6	8	7	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23		3
ZIARKO	STACY	1	2																	A										3

7/12/2016

Beautification Commission

(12 Members)

(4 Vacancies)

Name	Request Re-Appt. (Yes/No)	Expiration Date of New Term	Action
1. Unexpired Term		06/30/19	
2. Unexpired Term		06/30/19	
3. Unexpired Term		06/30/19	
4. Unexpired Term		06/30/19	

Applications on File:

Jazmine M. Early (Arts Commission-exp. 06/30/18)
Kozeta Elzhenni (Citizens Advisory Committee-Community Development BI Grant-exp. 06/30/17)
(Ethnic Community Committee-exp. 06/30/18)
Manny Gonzales
Jennifer Gubin
Nancy E. Kijek
Robert Ljuovic
Robert Lulgjuraj (Ethnic Community Committee-exp. 06/30/19)
Kathleen Martin
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	3
ELZHENNI	KOZETA	2	17	4	15	10		12	18	A	11	18	16	14	20	21	A	22	23	25	19	18	17	16	17	19	18	8	1
GONZALES	MANNY	0		2													1												2
GUBIN	JENNIFER	0		3															1	2									4
KIJEK	NANCY	0		3			1			4						2													4
LJUCOVIC	ROBERT	0		2										3						1		4							1
LULGJURAJ	ROBERT	1	6	25	24	2		10	20	5	9	12	3	4	7	22	A	6	7	18	4	23	19	8	11	14	13	15	2
MARTIN	KATHLEEN	0		5												3		2	1	4									1
SIZEMORE II	HOWARD	0	13	5	10	9		6	19	7	13	21	20	2	10	3	22	25	20	24	2	18	17	1	8	23	11	14	3
ZARNA	MATTHEW	0	9	26	24	1		2	4	5	6	8	7	3	10	11	12	13	14	15	16	17	18	19	20	22	21	23	3

7/12/2016

REPORT ON THE CITY COUNCIL MEETING
OF TUESDAY, JULY 19, 2016

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

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

Moved: Koski

Seconded: Romano

RESOLVED, to approve the Agenda, as presented.

The motion carried. 7/0.

Presentation #1

Moved: Schmidt

Seconded: Romano

RESOLVED, to adopt the resolution acknowledging and congratulating the Parkway Christian High School Eagles for winning the 2016 Michigan High School Athletic Association State Championship in Division 4 Baseball.

The motion carried. 7/0.

Presentation #2

Moved: Ziarko

Seconded: Schmidt

RESOLVED, to acknowledge the donation by the American-Polish Century Club to the Sterling Heights Community Foundation in the amount of \$500 in recognition of Sterling Heights winning the 2016 Pierogi Eating Championship at the 36th Annual Polish Summer Festival and congratulate members of the Sterling Heights 2016 Team.

The motion carried. 7/0.

Agenda Item #1

Moved: Romano

Seconded: Taylor

RESOLVED, to introduce the ordinance amending Chapter 37 of the Sterling Heights City Code to increase the setback distances from public sidewalks and public roadways by 7 feet for enclosed utility trailers in single family residential areas and to require an approved surface for storage in side and rear yard areas.

The motion carried. 7/0.

Agenda Item #2

Moved: Romano

Seconded: Taylor

Main Motion:

RESOLVED, to adopt the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to update the City's sign regulations.

Motion on Primary Amendment #1:

Moved: Romano

Seconded: Ziarko

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(XI)(L)(16) to remove the proposed \$10 sign retrieval fee and include a cross-reference to any fees established by the City's annual appropriations ordinance.

The motion carried. 7/0.

Motion on Primary Amendment #2:

Moved: Romano

Seconded: Taylor

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(IV) and (VI)(6) to define and regulate the use of flags on residential property.

Motion on Secondary Amendment to Primary Amendment #2:

Moved: Romano

Seconded: Schmidt

RESOLVED, to amend the Motion to Amend the Ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend section 28.13(IV) and (VI)(6) to exempt US military flags.

The motion failed. 3/4. Yes: Romano, Schmidt, Koski. No: Shannon, Skrzyniarz, Taylor, Ziarko.

Motion on Primary Amendment #2 :

The motion carried. 6/1. Yes: Romano, Taylor, Koski, Shannon, Skrzyniarz, Ziarko. No: Schmidt.

Motion on Primary Amendment #3:

Moved: Shannon

Seconded: Taylor

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend Section 28.13(XI)(L)(13) to modify the process for registering temporary signs on vacant and occupied commercial properties.

Motion on Secondary Amendment to Primary Amendment #3:

Moved: Shannon

Seconded: Taylor

RESOLVED, to amend the ordinance amending Chapter 28, Section 28.13 of the Sterling Heights Zoning Ordinance to amend section 28.13(XI)(L)(13) to modify the process for registering temporary signs on vacant and occupied commercial properties by requiring the registration to include either the email address or the phone number of the property owner or person with authority to allow the temporary sign, and not require both the email address or phone number of the property owner or person with authority to allow the temporary sign.

The motion carried. 7/0.

Motion on Primary Amendment #3, as amended:

The motion carried. 7/0.

Main Motion, as amended by Primary Amendments #1, #2, and #3 as amended:

The motion carried. 7/0.

Agenda Item #3

Moved: Koski

Seconded: Romano

RESOLVED, to approve the Consent Agenda, as presented.

- A. Approval of Minutes
Regular Meeting of July 19, 2016
- B. To approve payment of the bills as presented: General Fund - \$692,104.25, Water & Sewer Fund - \$2,711,350.63, Other Funds - \$5,149,546.59, Total Checks - \$8,553,001.47.
- C. To award the bid for asphalt materials to the Cadillac Asphalt, LLC, 2575 Haggerty Road, Canton, MI 48188, at the unit prices specified below for six months from date of bid award:

Section A1 – Cold Patch – DPW to pick up	\$95.00 per ton
Section A2 – Cold Patch UPM – DPW to pick up	\$110.00 per ton
Section A1 – Cold Patch – Delivered	\$101.00 per ton
Section A2 – Cold Patch UPM – Delivered	\$115.00 per ton
Section B1 - 1100 Leveling (20AA) – DPW to pick up	\$50.00 per ton
Section B2 - 1100 Topping/Wearing (20AA) – DPW to pick up	\$50.00 per ton
Section B3 – Wearing 36A – DPW to pick up	\$56.00 per ton

with an option for the City Manager to extend the term of the bid three additional six-month periods on the same terms and conditions, upon mutual consent of the City and Cadillac Asphalt, LLC.

- D. To split the award of the bid for sign materials for the Department of Public Works to the following vendors and at the respective unit prices bid for a one-year period: (1) To Garden State Highway Products, Inc., 1740 E. Oak Road, Vineland, NJ 08361, for bid items A (sign faces), C (3M™ high intensity prismatic reflective sheeting), D (pressure sensitive high intensity reflective sheeting), E (3M™ diamond grade conspicuity tape), F (3M™ electrocute transparent acrylic film), L (sheeting, electronic cutting machine #8), N (aluminum sign blanks), O (u-channel sign brackets), Y (3M™ graphic film), Z (3M™ prismatic reflective sheeting), and AA (diamond grade reflective sheeting); (2) To Lightle Enterprises of Ohio, LLC, P.O. Box 329, Frankfort, OH 45628, for bid items B (posts) and P (highway marker delineators); (3) To American Traffic Safety Materials, Inc., P.O. Box 1449, Orange Park, FL 32067, for bid item L (sheeting, electronic cutting machine #1-7), and M (application tape, standard tack); and authorize the City Manager to extend the bid term for a one-year period at unit prices bid.
- E. To approve the purchase of a 2017 Elgin Waterless street sweeper from Bell Equipment Company, 78 Norhtpointe Drive, Lake Orion, MI 48359, through the State of Michigan cooperative bid, MiDeal contract #071B1300075, in the net amount of \$275,000.
- F. To: (a) Approve the purchase of a 2017 Freightliner 114SD tandem axle chassis from Wolverine Freightliner – Eastside, Inc., 107 S. Groesbeck, Mt. Clemens, MI 48043 at pricing available through a Michigan Intergovernmental Trade Network (MITN) master agreement, #RFP-RH-13-30, in the amount of \$120,852; and, (b) Approve the purchase of a Henderson dump body, plow, underbody blade, and accessories from Knapheide Truck Equipment, 1200 S. Averill Avenue, Flint, MI 48503, at pricing available through a National Joint Powers Alliance cooperative contract, #080114-HPI, in the amount of \$137,175.
- G. To approve the purchase of eight tax foreclosed parcels of real property situated in the city of Sterling Heights from Macomb County at a cumulative cost of \$22,323.36, and authorize the City Manager to sign all documents required in conjunction with this approval on behalf of the city.
- H. To approve final payment to Ken Jackson Cleanup, Inc., 2873 Leach Road, Rochester Hills, MI 48309, in the amount of \$21,250.00, plus interest on retainage, for Clinton River Corridor Tree Removal, City Project #15-278.
- I. To receive the lawsuit, *Black Diamond Fireworks, LLC d/b/a Pro Fireworks vs. City of Sterling Heights*, Macomb County Circuit Court Case No. 16-2309-CZ.

The motion carried. 7/0.

Agenda Item #4

Moved: Ziarko

Seconded: Skrzyniarz

RESOLVED, to adopt the resolution authorizing the initiation of Circuit Court

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proceedings to abate public nuisances resulting from the cultivation of medical marihuana in residences.

The motion carried. 7/0.

Agenda Item #5

Moved: Skrzyniarz

Seconded: Ziarko

RESOLVED, to approve an amendment to the fiscal year 2016/2017 budget to appropriate \$600,000 of LDFA TIF revenues to account # 87700718-988280.

The motion carried. 7/0.

Agenda Item #6

Moved: Romano

Seconded: Schmidt

RESOLVED, to approve the Memorandum of Understanding between the City of Sterling Heights and the Sterling Heights Police Officers Association/Michigan Association of Police and authorize the Mayor and City Clerk to sign it on behalf of the City.

The motion carried. 7/0.

Agenda Item #7

Moved: Schmidt

Seconded: Taylor

RESOLVED, to appoint John Pitrone to the Ordinance Board of Appeals II as an alternate member for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

The motion carried. 7/0.

Moved: Skrzyniarz

Seconded: Taylor

RESOLVED, to appoint Michael Stickney to the Ordinance Board of Appeals I as an alternate member for a term ending June 30, 2019 subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

The motion carried. 7/0.

Moved: Schmidt

Seconded: Taylor

RESOLVED, to appoint Louis Ottolini to the Ordinance Board of Appeals II as an alternate member for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

The motion carried. 7/0.

Moved: Shannon

Seconded: Taylor

RESOLVED, to appoint Benjamin McMartin and Paul Zdzieblowski to the Ordinance Board of Appeals I for a term ending June 30, 2019, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

The motion carried. 7/0.

Agenda Item #8

Moved: Romano

Seconded: Schmidt

RESOLVED, to **postpone** the nomination to the Zoning Board of Appeals to the August 3, 2016 regular City Council meeting.

The motion carried. 7/0.

Moved: Romano

Seconded: Taylor

RESOLVED, to **postpone** the nomination to the Board of Ordinance Appeals II to the August 3, 2016 regular City Council meeting.

The motion carried. 7/0.

Agenda Item #9

Moved: Schmidt

Seconded: Romano

RESOLVED, to appoint Stacy Ziarko to the Arts Commission to a term ending June 30, 2020, subject to the appointee meeting the qualifications set forth in Charter §4.03 and taking the oath of office within two weeks.

The motion carried. 7/0.

Moved: Romano

Seconded: Taylor

RESOLVED, to **postpone** the appointments to the Beautification Commission to the August 3, 2016 regular City Council Meeting.

The motion carried. 7/0.

Adjourn

Moved: Ziarko

Seconded: Romano

RESOLVED, to adjourn the meeting. The meeting was adjourned at 10:57 p.m.

The motion carried. 7/0.

THIS IS A SUMMARY OF ACTIONS TAKEN AT THE CITY COUNCIL MEETING. THE OFFICIAL MINUTES WILL BE POSTED TO THE WEBSITE, AT WWW.STERLING-HEIGHTS.NET, WHEN THEY ARE APPROVED.

Clerk of the Council