



TROY CITY COUNCIL

REGULAR MEETING AGENDA

JULY 11, 2022

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

In this packet, you will find the agenda for the City Council meeting. To help facilitate an informed discussion, the packet provides you with agenda items and additional details. The packet also contains recommended courses of action for your consideration and seeks to aid you in adopting sound policy decisions for the City of Troy.

This comprehensive agenda has been put together through the collaborative efforts of management and staff members. We have made all attempts to obtain accurate supporting information. It is the result of many meetings and much deliberation, and I would like to thank the staff for their efforts.

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at CityManager@troymi.gov or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,
City Manager



Chapter 14A – Elected and Appointed Persons' Ethics Ordinance Section 14.3 Annual Training and Acknowledgement

We, the undersigned Members of Troy City Council, have reviewed *Chapter 14A – Elected and Appointed Persons' Ethics Ordinance*, understand its contents, and agree to be bound by its provisions.


Signed this 8th day of November, 2021.



Mayor Ethan Baker



Council Member Edna Abraham



Council Member Theresa Brooks



Council Member Rebecca Chamberlain-Creanga



Mayor Pro Tem Ann Erickson Gault



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

July 11, 2022 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast

or on Local Access Cable Channels

(WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 Proclamation Celebrating Transportation Insight and Nolan Transportation Group
for Planting Trees at Boulan Park in the City of Troy 1

D. CARRYOVER ITEMS: 1

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: 1

E-1 No Public Hearings 1

**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS
AND BUSINESSES:** 1

**G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC
COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND
BUSINESSES:** 2

H. POSTPONED ITEMS: 2

| | | |
|------------------|---|------------------|
| H-1 | No Postponed Items | 2 |
| <u>I.</u> | <u>REGULAR BUSINESS:</u> | <u>2</u> |
| I-1 | Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority; b) City Council Appointments – None | 2 |
| I-2 | Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Charter Revision Committee, Historic District Commission, Liquor Advisory Committee, Traffic Committee | 3 |
| I-3 | No Request for Closed Session | 11 |
| I-4 | Proclamations and Congratulatory Certificates (<i>Introduced by: Robert J. Bruner, Assistant City Manager</i>) | 12 |
| I-5 | Bid Waiver – HAAS Alert: Safety Cloud Advanced Collision Prevention System – Fire Department (<i>Introduced by: Pete Hullinger, Fire Chief</i>) | 12 |
| I-6 | Bid Waiver – Building Management System Controls and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Building Management System Upgrade and Replacement (<i>Introduced by: Dennis Trantham, Facilities & Grounds Operations Manager</i>) | 12 |
| I-7 | Resident Budget Priorities Study (<i>Introduced by: Robert J. Bruner, Assistant City Manager</i>) | 13 |
| <u>J.</u> | <u>CONSENT AGENDA:</u> | <u>13</u> |
| J-1a | Approval of “J” Items NOT Removed for Discussion | 13 |
| J-1b | Address of “J” Items Removed for Discussion by City Council | 14 |
| J-2 | Approval of City Council Minutes | 14 |
| | a) City Council Meeting Minutes-Draft – June 27, 2022..... | 14 |
| J-3 | Proposed City of Troy Proclamations: | 14 |
| | a) Proclamation to Recognize Troy City Clerk Aileen Dickson Named Michigan’s 2022 City Clerk of the Year..... | 14 |

| | | |
|-----------|---|-----------|
| J-4 | Standard Purchasing Resolutions: | 14 |
| a) | Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Water System Materials | 14 |
| b) | Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Cooperative Purchasing Contract – Phase III and IV Roof Replacement at the Community Center and Flat Roof Replacement at the Fire and Police Training Center and Budget Amendment..... | 14 |
| c) | Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative Contract – Ventilation System Replacement – Department of Public Works Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage..... | 15 |
| d) | Standard Purchasing Resolution 4: MITN Cooperative Purchasing Contract – Enclosed Service Body for Utility 2 – Fire Department..... | 15 |
| e) | Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement – Street Sweeper | 16 |
| f) | Standard Purchasing Resolution 4: MITN Cooperative Purchasing Award – DPW Cab Chassis Dump Bodies with Snow Removal Equipment..... | 16 |
| J-5 | Bid Waiver – Real Estate Appraisal and Appraisal Review Services, Rochester Road, Barclay to Trinway – Project Number 2022CG0002 | 16 |
| J-6 | Changes to Union Clothing and Cleaning Allowances | 17 |
| J-7 | Cost Participation Agreement for Road Work on Maple Road, Rochester Road to Dequindre Road – Project No. 15.105.6 | 17 |
| J-8 | Contract Amendment: Fire Service Online Training Management Software – Fire Department | 18 |
| J-9 | Request for Acceptance of a Permanent Easement, Troy Westington, LLC, Sidwell #88-20-21-101-047 | 18 |
| J-10 | Third Amendment to Consent Judgment in the Matter of Somerset Collection, et al v City of Troy Lawsuit, Case Number 87-CV-72022 | 18 |
| K. | <u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u> | 19 |
| K-1 | Announcement of Public Hearings: None Submitted | 19 |
| K-2 | Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted | 19 |
| L. | <u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:</u> | 19 |

| | | |
|------------------|---|-----------|
| <u>M.</u> | <u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:</u> | 19 |
| <u>N.</u> | <u>COUNCIL REFERRALS:</u> | 19 |
| N-1 | No Council Referrals Submitted | 19 |
| <u>O.</u> | <u>REPORTS:</u> | 19 |
| O-1 | Minutes – Boards and Committees: | 19 |
| | a) Election Commission-Final – April 6, 2022 | 19 |
| | b) Civil Service Commission (Act 78)-Final – May 2, 2022 | 19 |
| | c) Planning Commission-Final – June 14, 2022..... | 19 |
| O-2 | Department Reports: | 19 |
| | a) 2 nd Quarter 2022 Litigation Report..... | 19 |
| | b) City Manager Status Report..... | 19 |
| O-3 | Letters of Appreciation: None Submitted | 19 |
| O-4 | Proposed Proclamations/Resolutions from Other Organizations: None Submitted | 19 |
| O-5 | Notice of Hearing for the Electric and Natural Gas Customers of Consumers Energy Company – Case No. U-21205 | 19 |
| <u>P.</u> | <u>COUNCIL COMMENTS:</u> | 19 |
| P-1 | No Council Comments | 19 |
| <u>Q.</u> | <u>PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):</u> | 20 |
| <u>R.</u> | <u>CLOSED SESSION</u> | 20 |
| R-1 | No Closed Session | 20 |
| <u>S.</u> | <u>ADJOURNMENT:</u> | 20 |
| | <u>2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:</u> | 21 |

| | |
|--|----|
| November 19, 2022 City of Troy Advance | 21 |
|--|----|

| | |
|--|-----------|
| 2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS: | 21 |
|--|-----------|

| | |
|--|----|
| July 11, 2022 Regular Meeting | 21 |
| July 25, 2022 Regular Meeting | 21 |
| August 15, 2022 Regular Meeting | 21 |
| August 22, 2022 Regular Meeting | 21 |
| September 12, 2022 Regular Meeting | 21 |
| September 19, 2022 Regular Meeting | 21 |
| October 3, 2022 Regular Meeting | 21 |
| October 24, 2022 Regular Meeting | 21 |
| November 14, 2022 Regular Meeting | 21 |
| November 21, 2022 Regular Meeting | 21 |
| December 5, 2022 Regular Meeting | 21 |
| December 12, 2022 Regular Meeting | 21 |

INVOCATION:**PLEDGE OF ALLEGIANCE:****A. CALL TO ORDER:****B. ROLL CALL:**

- a) Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Rebecca A. Chamberlain-Creanga
Ann Erickson Gault
David Hamilton
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of July 11, 2022, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Proclamation Celebrating Transportation Insight and Nolan Transportation Group for Planting Trees at Boulan Park in the City of Troy

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. ***NOTE TO THE PUBLIC:*** *City Council requests that if you do have a question or concern, to bring it to the attention of the*

appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences, including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority; b) City Council Appointments – None

a) Mayoral Appointments:

Suggested Resolution
Resolution #2022-07-

Moved by
Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nominations to the Downtown Development Authority:

Unexpired Term Expiring:
9/30/2022

Kathleen Garmo

Term currently held by: Vacancy–W. Randol Jr. resigned 2/1/21

Yes:

No:

b) **City Council Appointments:** None

I-2 Board and Committee Nominations: a) **Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board;** b) **City Council Nominations – Charter Revision Committee, Historic District Commission, Liquor Advisory Committee, Traffic Committee**

a) **Mayoral Nominations:**

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Brownfield Redevelopment Authority

Appointed by Mayor
6 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 2 |
|--------------|------------|----------------|--------------------|--|
| Beyer | Joseph | 10/26/2022 | 4/30/2024 | |
| Gottlieb | Steven | 11/24/2016 | 4/30/2022 | |
| Kornacki | Rosemary | 12/14/2022 | 4/30/2023 | |
| Noguez-Ortiz | Carolina | 12/19/2019 | 4/30/2023 | BRA exp 4/30/2023; GTAC exp 10/30/2022 |
| Sweidan | Rami | 4/28/2022 | 4/30/2023 | |
| Vassallo | Joseph | 3/27/2020 | 4/30/2024 | |

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2025

Term currently held by: Steven Gottlieb

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 2 |
|------------------|------------|-------------------|-------------------|
| Chanda | Hirak | 12/30/2022 | HDC exp 5/15/2024 |
| Garmo | Kathleen | 6/17/2024 | |
| Marrero-Laureano | Alexander | 10/26/2022 | |
| McGerty | Ryan | 9/18/2022 | |
| Rahman | Mahfuzur | 9/25/2022 | |
| Swaminathan | Abi | 11/22/2023 | |
| Voglesong | Cheryl | 1/10/2024 | |

Downtown Development Authority

Appointed by Mayor

13 Regular Members

4 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 2 |
|-------------|------------|----------------|--------------------|-------------|----------------------------|
| Baker | Ethan | | 11/13/2023 | At Large | City Council exp. 11/13/23 |
| Blair | Timothy | 6/17/2017 | 9/30/2023 | In District | |
| Keisling | Laurence | 9/11/2022 | 9/30/2024 | At Large | |
| Kiriluk | Alan | 9/29/2022 | 9/30/2024 | In District | |
| Knollenberg | Martin | 6/28/2021 | 9/30/2023 | In District | |
| Koza | Kenny | 9/18/2019 | 9/30/2025 | In District | |
| MacLeish | Daniel | 6/28/2023 | 9/30/2025 | In District | |

| | | | | | |
|---------------|---------|-----------|-----------|-------------|---------------------------------|
| Reschke | Ernest | 10/4/2020 | 9/30/2022 | At Large | |
| Schroeder | Douglas | 9/10/2020 | 9/30/2022 | At Large | No Reappointment |
| Stone | David | 3/11/2023 | 9/30/2023 | In District | |
| Tomcsik-Husak | Tara | 9/22/2022 | 3/30/2024 | In District | |
| Vacancy | | | 9/30/2022 | At Large | Ward Randol Jr. resigned 2/1/21 |
| Vacancy | | | 9/30/2024 | In District | Cheryl Bush resigned 9/22/21 |

Nominations to the Downtown Development Authority:**Unexpired Term Expiring:
9/30/2024**

Term currently held by: Vacancy-Cheryl Bush resigned 9/22/21

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 | Notes 2 |
|-----------|-------------|-------------------|-------------|-----------------------------------|
| Beyer | Joseph | 10/26/2022 | In District | |
| Forster | Jeffrey | 3/23/2023 | At Large | Personnel Bd exp 4/30/24 |
| Goetz | John | 3/4/2023 | At Large | |
| Kornacki | Rosemary | 12/14/2022 | At Large | Brownfield Redev Auth exp 4/30/23 |
| McGerty | Ryan | 2/25/2022 | At Large | |
| Schick | Michael | 12/22/2022 | At Large | |
| Sekhri | Suneel | 11/5/2023 | At Large | |
| Sekhri | Arun | 9/24/2022 | At Large | |
| Thattai | Govindrajan | 5/20/2024 | At Large | Parks & Rec Bd exp 9/30/22 |
| Vassallo | Joseph | 3/4/2023 | At Large | Brownfield Redev Auth exp 4/30/24 |

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|--------------|------------|----------------|--------------------|----------------|
| Baker | Ethan | | | Council Member |
| Bica-Grodsky | Lisa | 9/23/2022 | 10/30/2023 | |
| Burrus | MiVida | 7/15/2018 | 10/30/2022 | |

| | | | | |
|--------------|----------|------------|------------|--|
| Chezick | Edward | | 10/30/2022 | |
| Fakhoury | Awni | 4/28/2018 | 10/30/2024 | Requests Reappointment |
| Liu | Allison | 10/1/2022 | 7/31/2022 | Student |
| Mohideen | Syeda | 8/24/2020 | 10/30/2024 | Requests Reappointment |
| Natcheva | Daniela | 11/8/2021 | 10/30/2022 | |
| Noguez-Ortiz | Carolina | 12/19/2019 | 10/30/2022 | Brownfield Redev Auth exp 4/30/23 |
| Sekhri | Suneel | 12/20/2021 | 10/30/2024 | |
| Swaminathan | Sharanya | | 7/31/2022 | Student |
| Vacancy | | | 10/30/2023 | Rebecca Chamberlain-Creanga resigned 2/26/20 |
| Vacancy | | | 10/30/2023 | Cathleen Francois requested No Reappointment |
| Zhou | Yudong | 10/23/2021 | 10/30/2022 | |

Nominations to the Global Troy Advisory Authority:

Term Expires: 10/30/2023

Term currently held by: Vacancy–Rebecca Chamberlain-Creanga resigned 2/26/20

Term Expires: 10/30/2023

Term currently held by: Vacancy – Cathleen Francois - No Reappointment

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|------------------|----------------|-------------------|---------|
| Cicchini | Philippe | 4/13/2023 | |
| Faiz | Iqbal | 12/4/2022 | |
| MacDonell | Sharon | 4/13/2023 | |
| Marrero-Laureano | Alexander | 10/26/2022 | |
| McGee | Timothy | 3/2/2023 | |
| Rahman | Mahfuzur | 9/24/2022 | |
| Swaminathan | Abiramasundari | 3/6/2022 | |
| Sweidan | Rami | 3/2/2023 | |
| Wit | Callie | 4/22/2024 | |

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 2 |
|------------|------------|----------------|--------------------|-------------------------|--|
| Bachert | Sandra | 11/18/2023 | 6/30/2023 | Resident Member | |
| Baker | Ethan | | 11/13/2023 | Alternate; City Council | City Council exp. 11/13/23; DDA; GTAC, LDFA |
| Beltramini | Robin | 7/17/2021 | 6/30/2022 | Resident Member | No Reappointment |
| Hodorek | Ellen | | City Council Term | Alternate; City Council | City Council exp 11/10/2025 |
| Starks | Louis | | | Oakland County Designee | |
| Vacancy | | | 6/30/2024 | Resident Member | David Shield's term exp 6/30/16 - No Reappointment |
| Vacancy | | | 6/30/2024 | Resident Member | John Sharp resigned 11/1/19; Term exp 6/30/20. |
| Vacancy | | | 6/30/2023 | Resident Member | Nickolas Vitale resigned 7/17/21 |

Nominations to the Local Development Finance Authority (LDFA):**Unexpired Term Expiring: 6/30/2023****Resident Member**

Term currently held by: Vacant – N. Vitale resigned 7/17/21

Term Expires: 6/30/2024**Resident Member**

Term currently held by: Vacant– D. Shields–No Reappointment

Term Expires: 6/30/2024**Resident Member**

Term currently held by: Vacant – J. Sharp resigned 11/1/19

Term Expires: 6/30/2026**Resident Member**

Term currently held by: Robin Beltramini – No Reappointment

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|--------------|-------------------|-----------------------------------|
| Mudaliar | Vinodh Kumar | 3/2/2024 | |
| Rahman | Mahfuzur | 9/24/2022 | |
| Schick | Michael | 12/22/2022 | |
| Sweidan | Rami | 4/28/2022 | Brownfield Redev Auth exp 4/30/23 |
| Vassallo | Joseph | 3/4/2023 | Brownfield Redev Auth exp 4/30/24 |

Volunteer Firefighter Incentive Plan BoardAppointed by **Mayor**/City Council

7 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|-----------|------------|----------------|--------------------|----------------------------------|
| Brooks | Theresa | | 11/13/2023 | City Council Term exp 11/13/2023 |
| Foster | John | 2/12/2022 | 12/31/2022 | Retiree Representative |
| Kniffen | Charles | 2/24/2022 | 12/31/2022 | Active Volunteer Firefighter |
| Maleszyk | Robert | | 12/31/2099 | ERS/RHCBP&T; VFIP |
| Miller | Mark F. | | 12/31/2099 | BCBA; ERS/RHCBP&T; VFIP |
| Rosenblum | Anthony | 2/28/2021 | 4/30/2022 | Citizen (Mayor Appointed) |
| Soriano | Al | | 12/31/2022 | Active Volunteer Firefighter |

Nominations to the Volunteer Firefighter Incentive Plan Board:**Term Expires: 4/30/2025****Citizen (Mayor Appt'd)**

Term currently held by: Anthony Rosenblum

Interested Applicants:

No interested applicants on file.

Yes:

No:

b) City Council Nominations:**Suggested Resolution**

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Charter Revision Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 3 |
|------------|------------|----------------|--------------------|--|------------------|
| Bartnik | Mark | 3/19/2020 | 4/30/2024 | | |
| Beltramini | Robin | 3/1/2024 | 4/30/2025 | LDFA exp 6/30/22; Charter Rev exp 4/30/25 | |
| Buechner | Toby | 3/22/2023 | 4/30/2024 | | |
| Howrylak | Frank | 4/28/2022 | 4/30/2023 | | |
| Kanoza | Shirley | 2/26/2021 | 4/30/2022 | | NO Reappointment |
| Matthews | Susan | 11/26/2021 | 4/30/2024 | | |
| Wilsher | Cynthia | 4/28/2022 | 4/30/2023 | Traffic Comm exp 1/31/2024 | |

Nominations to the Charter Revision Committee:**Term Expires: 4/30/2025**

Term currently held by: Shirley Kanoza – No Reappointment

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|-------------------------------|
| Comiskey | Ann | 12/14/2022 | Liquor Adv Comm exp 1/31/2024 |
| Fox | Tyler | 6/15/2022 | |

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 3 |
|-----------|----------------|----------------|--------------------|---|---------|
| Adams | John Howard | 3/8/2023 | 5/15/2024 | | |
| Chambers | Barbara | 12/5/2021 | 3/1/2023 | HC Recommendation | |
| Chanda | Hirak | 3/22/2023 | 5/15/2024 | | |
| Dicker | Susanne Forbes | 8/15/2022 | 3/1/2023 | | |
| McGee | Timothy S | 3/23/2020 | 5/15/2024 | | |
| Petrulis | Al | 12/16/2021 | 3/1/2023 | ACAB exp 9/30/2024; Traffic Comm. exp 1/31/2023; HDC exp 3/1/2023 | |

| | | | | | |
|-------|---------|------------|----------|-------------------|------------------------|
| Voigt | W. Kent | 11/18/2023 | 3/1/2022 | HC Recommendation | Requests Reappointment |
|-------|---------|------------|----------|-------------------|------------------------|

Nominations to the Historic District Commission:**Term Expires: 3/1/2025**

Term currently held by: W. Kent Voigt

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Cicchini | Philippe | 4/13/2023 | |
| Jennings | Janet | 8/12/2022 | |
| MacDonell | Sharon | 4/13/2023 | |

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 2 |
|------------|------------|----------------|--------------------|-----------------------------|
| Ashland | David | 12/14/2022 | 1/31/2024 | |
| Comiskey | Ann | 2/5/2020 | 1/31/2024 | |
| Ehlert | Max | 1/8/2023 | 1/31/2024 | |
| Giorgi | Lynn | | | |
| Gorcyca | David | 12/4/2021 | 1/31/2023 | |
| Haight | David | 4/11/2024 | 1/31/2025 | Personnel Bd. exp 4/30/2023 |
| Jones | Kelly | 12/11/2021 | 1/31/2023 | |
| Kaltsounis | Andrew | 1/14/2021 | 1/31/2022 | |

Nominations to the Liquor Advisory Committee:**Term Expires: 1/31/2025**

Term currently held by: Andrew Kaltsounis

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Gunn | Mark | 3/4/2023 | |
| Martin | Matthew | 5/11/2024 | |

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 3 |
|--------------|------------|----------------|--------------------|---------|------------------------|
| Huotari | William | | Ex-Officio Member | | |
| Kilmer | Richard | 1/9/2019 | 1/31/2023 | | |
| Koralewski | Tyler | 11/12/2023 | 7/31/2022 | Student | |
| Nastasi | Frank | | Ex-Officio Member | | |
| Nurak | Cindy | 1/16/2021 | 1/31/2025 | | |
| Petrulis | Al | 12/16/2021 | 1/31/2023 | | |
| Riesterer | R. Chuck | | Ex-Officio Member | | |
| Sivaraman | Sunil | 12/22/2020 | 1/31/2022 | | Requests Reappointment |
| Swaminathan | Abi | 3/6/2022 | 1/31/2024 | | |
| Wilsher | Cynthia | 1/18/2020 | 1/31/2024 | | |
| Ziegenfelder | Peter | 12/4/2021 | 1/31/2023 | | |

Nominations to the Traffic Committee:**Term Expires: 1/31/2025**

Term currently held by: Sunil Sivaraman

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-------------|------------|-------------------|---------------------------------|
| Abdullah | Nehar | 2/3/2023 | |
| Chanda | Hirak | 12/30/2022 | Hist. Dist. Comm. exp 5/15/2024 |
| Eisenbacher | David | 4/6/2024 | |
| Gill | Jasper | 1/10/2024 | |
| MacDonell | Sharon | 4/13/2023 | |
| Rose | Justin | 11/5/2023 | |
| Sahu | Akshitha | 9/28/2022 | Student - Graduates 2023 |
| Shah | Aanya | 11/30/2023 | Student - Graduates 2024 |

Yes:

No:

I-3 No Request for Closed Session

I-4 Proclamations and Congratulatory Certificates (*Introduced by: Robert J. Bruner, Assistant City Manager*)

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** the Troy City Council Rules of Procedure, as amended; a copy of which shall be **ATTACHED** to the original Minutes of this meeting

Yes:

No:

I-5 Bid Waiver – HAAS Alert: Safety Cloud Advanced Collision Prevention System – Fire Department (*Introduced by: Pete Hullinger, Fire Chief*)

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to the sole source provider, *HAAS Alert of Chicago, IL*, for the HAAS Alert: Safety Cloud Advanced Collision Prevention System, encompassing 24 vehicles for the Fire Department, for a three (3) year subscription period, for an estimated annual cost of \$12,000.00 as per the **ATTACHED** proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-6 Bid Waiver – Building Management System Controls and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Building Management System Upgrade and Replacement (*Introduced by: Dennis Trantham, Facilities & Grounds Operations Manager*)

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *MCMI Facility Automation of Sterling Heights, MI*, for Building Management System Control upgrade and replacement for an estimated cost of \$172,200 not to exceed budgetary limitations as per the attached proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

Yes:

No:

I-7 Resident Budget Priorities Study (Introduced by: Robert J. Bruner, Assistant City Manager)

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

WHEREAS, Section 12.1 of the City Chapter directs City Management to obtain comparative prices for the purchase and sale of all materials except in the employment of professional services; and,

WHEREAS, All sales or purchases in excess of \$10,000 shall be approved by City Council and competitively bid except where Council shall determine that the public interest will be best served without obtaining sealed bids; and,

WHEREAS, Cobalt Community Research is a Michigan-based organization and has successfully provided community research services to the City;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract for Community Research Services to *COBALT COMMUNITY RESEARCH of Michigan* for a not to exceed amount of \$16,000 for a residential survey including unforeseen contingencies.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed documents, including insurance certificates and all other specified requirements.

Yes:

No:

J. CONSENT AGENDA:

J-1a Approval of "J" Items NOT Removed for Discussion

Suggested Resolution

Resolution #2022-07-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) _____, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes:

No:

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2022-07-

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Meeting Minutes-Draft – June 27, 2022

J-3 Proposed City of Troy Proclamations:

Suggested Resolution

Resolution #2022-07-

- a) Proclamation to Recognize Troy City Clerk Aileen Dickson Named Michigan’s 2022 City Clerk of the Year

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Water System Materials**

Suggested Resolution

Resolution #2022-07-

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide requirements for Water System Materials to the low bidder meeting specifications, *Ferguson Waterworks of Warren, MI*, for an estimated total cost of \$250,337.50, at the unit prices contained in the bid tabulation opened June 23, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2023.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor’s submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Cooperative Purchasing Contract – Phase III and IV Roof Replacement at the Community Center and Flat Roof Replacement at the Fire and Police Training Center and Budget Amendment**

Suggested Resolution

Resolution #2022-07-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Community Center Phase III and IV Roof Replacement as per bid specifications to the lowest qualified bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI*, for an estimated total cost of \$977,000 at unit prices contained in the bid tabulation opened June 23, 2022; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Garland-DBS, Inc. of Cleveland, OH*, based on the OMNIA Partners Cooperative Purchasing Contract for \$1,164,303 for an estimated total of \$2,141,303 with a contingency of \$214,000 for a total amount not to exceed \$2,355,303.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Fire and Police Flat Roof Replacement as per bid specifications to the lowest qualified bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI*, for an estimated total cost of \$107,500 at unit prices contained in the bid tabulation opened June 23, 2022; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Garland-DBS, Inc. of Cleveland, OH*, based on the OMNIA Cooperative Purchasing Contract for \$108,178 for an estimated total of \$215,678 with a contingency of \$21,568 for a total amount not to exceed \$237,246.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$27,250 to the Fire and Police Training Center Capital Fund.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

c) Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative Contract – Ventilation System Replacement – Department of Public Works Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage

Suggested Resolution
Resolution #2022-07-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Limbach Inc. of Pontiac, MI*, for the replacement of the ventilation system in the Department of Public Works Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage for an estimated cost of \$682,200 not to exceed budgetary limitations, as detailed in the attached proposal and per the Oakland County Purchasing Cooperative Contract #005013.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

d) Standard Purchasing Resolution 4: MITN Cooperative Purchasing Contract – Enclosed Service Body for Utility 2 – Fire Department

Suggested Resolution
Resolution #2022-07-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) enclosed service body including installation on one (1) City-owned truck chassis vehicle from *Truck and Trailer Specialties, Inc of Howell, MI*, for the Fire Department as per the MITN Cooperative Purchasing Group contract RFP-RH-20-023, for an estimated total cost of \$72,490.00; not to exceed budgetary limitations.

e) Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement – Street Sweeper

Suggested Resolution

Resolution #2022-07-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase an Elgin Regen X Regenerative Street Sweeper from the authorized Michigan dealer; *Bell Equipment Company of Lake Orion, MI*, utilizing the State of Michigan MiDEAL Cooperative Contract #071B7700091 for an estimated total cost of \$253,500.00 not to exceed budgetary limitations.

f) Standard Purchasing Resolution 4: MITN Cooperative Purchasing Award – DPW Cab Chassis Dump Bodies with Snow Removal Equipment

Suggested Resolution

Resolution #2022-07-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase dump bodies, tool boxes and snow plows including installation on four (4) City-owned truck chassis vehicles from *Truck and Trailer Specialties of Howell, MI*, for the Department of Public Works as per the MITN Cooperative Purchasing Group contract RFP-RH-20-023 for an estimated total cost of \$143,900.00; not to exceed budgetary limitations.

J-5 Bid Waiver – Real Estate Appraisal and Appraisal Review Services, Rochester Road, Barclay to Trinway – Project Number 2022CG0002

Suggested Resolution

Resolution #2022-07-

WHEREAS, Section 12.1 of the City Charter directs City Management to obtain comparative prices for the purchase and sale of all materials except in the employment of professional services; and,

WHEREAS, All sales or purchases in excess of \$10,000 shall be approved by City Council and competitively bid except where Council shall determine that the public interest will be best served without obtaining sealed bids; and,

WHEREAS, Kurschat & Company, and RS Thomas and Associates/Harold Blake Co. are real estate appraisal and consulting companies with extensive experience in federally funded projects and knowledge of federal laws, regulations, requirements, and expertise in the condemnation process and court testimony; and,

WHEREAS, A market survey was conducted which verified that the current rates provided by Kurschat & Company, and RS Thomas and Associates/Harold Blake Co. are comparable to other appraisal firms and are the best value for the City;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** the attached Agreements for Appraisal and Appraisal Review Services and the rates contained therein with *Kurschat & Company of Troy, MI* and *RS Thomas and Associates/Harold Blake Co. of Livonia, MI* for the Rochester Road Improvement Project, Barclay Drive to Trinway – Project Number 2022CG0002, for a period of three (3) years with a two-year option to extend the agreements.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreements, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed documents, including insurance certificates and all other specified requirements.

J-6 Changes to Union Clothing and Cleaning Allowances

Suggested Resolution Resolution #2022-07-

WHEREAS, The methods for providing Clothing and Cleaning Allowances to unions are detailed in each respective collective bargaining agreement; and

WHEREAS, The City must change some of the current processes to become compliant with IRS requirements for taxable earnings; and,

WHEREAS, The City has offered recommended contract language changes to which the Michigan Association of Police (MAP) and Troy Fire Officers Association (TFSOA) have agreed;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the contract language changes to Article 33 - Uniforms and Article 34 - Cleaning Allowance for MAP and Article 28 - Uniforms for TFSOA.

J-7 Cost Participation Agreement for Road Work on Maple Road, Rochester Road to Dequindre Road – Project No. 15.105.6

Suggested Resolution Resolution #2022-07-

RESOLVED, That Troy City Council hereby **APPROVES** the Cost Participation Agreement between the City of Troy and the Board of Road Commissioners of the County of Oakland for the resurfacing of Maple Road, from Rochester Road to Dequindre Road at an estimated cost to the City of Troy of \$225,000, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Funds for Troy's share of the work are included in the proposed 3-Year Capital Budget for Major Roads, Account # 401.447.479.7989.151056.

J-8 Contract Amendment: Fire Service Online Training Management Software – Fire Department

Suggested Resolution
Resolution #2022-07-

RESOLVED, That the Troy City Council hereby **APPROVES** an amendment to the contract with *Vector Solutions of San Diego, CA*, to expand user quantities for the Target Solutions LMS online training software and the addition of Evaluations+ Skill Assessment module for the Fire Department for an estimated yearly cost of \$24,000 with annual price adjustments not to exceed 3%, as detailed in the amended agreement proposal.

J-9 Request for Acceptance of a Permanent Easement, Troy Westington, LLC, Sidwell #88-20-21-101-047

Suggested Resolution
Resolution #2022-07-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for public and franchise utilities from Troy Westington, LLC, owner of the property having Sidwell #88-20-21-101-047.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Third Amendment to Consent Judgment in the Matter of Somerset Collection, et al v City of Troy Lawsuit, Case Number 87-CV-72022

Suggested Resolution
Resolution #2022-07-

RESOLVED, That the Troy City Council **APPROVES** the attached Third Amendment to Consent Judgment in the *Somerset Collection, et al v City of Troy* lawsuit, Case Number 87-cv-72022, authorizing certain improvements to the parking lot and the construction of an exterior patio to serve the building located at 2850 Coolidge Road, as described and approved in the site plan attached to Third Amendment to Consent Judgment.

RESOLVED, That Troy City Council **AUTHORIZES** the City Attorney to execute the document on behalf of the City and to have it entered by the United States District Court. A copy of the fully executed Third Amendment to Consent Judgment shall be recorded with the Oakland County Register of Deeds and also attached to the Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:****N. COUNCIL REFERRALS:**

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Election Commission-Final – April 6, 2022
 - b) Civil Service Commission (Act 78)-Final – May 2, 2022
 - c) Planning Commission-Final – June 14, 2022
-

O-2 Department Reports:

- a) 2nd Quarter 2022 Litigation Report
 - b) City Manager Status Report
-

O-3 Letters of Appreciation: None Submitted

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted

O-5 Notice of Hearing for the Electric and Natural Gas Customers of Consumers Energy Company – Case No. U-21205

P. COUNCIL COMMENTS:

P-1 No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark F. Miller', with a long horizontal flourish extending to the right.

Mark F. Miller
City Manager

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

November 19, 2022 City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

July 11, 2022..... Regular Meeting
July 25, 2022..... Regular Meeting
August 15, 2022..... Regular Meeting
August 22, 2022..... Regular Meeting
September 12, 2022 Regular Meeting
September 19, 2022 Regular Meeting
October 3, 2022 Regular Meeting
October 24, 2022 Regular Meeting
November 14, 2022 Regular Meeting
November 21, 2022 Regular Meeting
December 5, 2022 Regular Meeting
December 12, 2022 Regular Meeting

**PROCLAMATION CELEBRATING
TRANSPORTATION INSIGHT AND NOLAN TRANSPORTATION GROUP
FOR PLANTING TREES AT BOULAN PARK IN THE CITY OF TROY**

WHEREAS, ReLeaf Michigan, a 34-year-old non-profit organization, partners with communities statewide to replenish community tree canopies through volunteer tree planting events; and

WHEREAS, Trees provide incredible benefits to the communities in which they are planted. Trees improve air and water quality, reduce stormwater runoff, improve mental wellness, reduce rates of childhood asthma, cool our neighborhoods and enhance the commercial and economic vitality; and

WHEREAS, On Earth Day in 2021, **Transportation Insight (TI) and Nolan Transportation Group (NTG)** committed to *Go for Neutral* and launched a sustainability program designed to help their shippers and carriers collectively lower their carbon footprint. This partnership with ReLeaf Michigan engaged their employees in environmental stewardship and represents their commitment to support environmental groups improving the communities they live and work in; and

WHEREAS, ReLeaf Michigan identified the opportunity at Boulan Park which **Transportation Insight and Nolan Transportation Group** proudly supported. On May 21, 2022, ReLeaf Michigan partnered with the City of Troy, **TI, NTG**, and the Michigan DNR Urban and Forestry Program to help plant 20 trees at Boulan Park; and

WHEREAS, **Transportation Insight Holding Company** is the combination of industry-leading logistics providers **Transportation Insight and Nolan Transportation Group (NTG)**. **TI** brings over two decades of multi-modal expertise and technology to the logistics industry and ranks amongst North America's top 10 largest logistics companies. In 2022, **TI & NTG** employees will plant over 1,000 trees and clean two rivers with 12 environmental partners across the country; and

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and sincerely thank **TI and NTG employees Mark Antakli, Laciandra Garrett, Maggie Hanley, Steven Hirsch, Oliver Hopton, Stephen Mclsaac, Brooklyn Powers, Alex Rawlik, Ashley Reed, Fadi Sayegh, Jonathan Smith, and Brianna Weikel** for their work to plant 20 trees at Boulan Park; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize and celebrate the generosity and dedication of **Troy companies Transportation Insight and Nolan Transportation Group** and their employees, true heroes in our Troy community.

Presented this 11th Day of July 2022



CITY COUNCIL AGENDA ITEM

Date: July 5, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager

Subject: Proclamations and Congratulatory Certificates

Background

City Council Rules of Procedure are the guidelines set by City Council for its meetings. Rule 7 is regarding Proclamations and Congratulatory Certificates. City Council held a special meeting on February 28, 2022 to discuss proclamations and provide City staff with direction regarding potential criteria. Four themes emerged: health, safety, welfare, and local impact. The May 23, 2022 and June 27, 2022 City Council agendas included reports regarding proclamations. The purpose of this memo is to provide proposed changes to Rule 7 for City Council consideration.

Recommendation

Replace this:

7. PROCLAMATIONS AND CONGRATULATORY CERTIFICATES:

City Council receives requests for proclamations to honor or celebrate milestones or achievements of Troy residents and businesses, and also to raise awareness of certain events or causes. Proclamations are intended to positively impact the community and convey an affirmative message to Troy residents, and are discretionary. Any person requesting a proclamation for presentation at a regular City Council meeting shall submit a written request to the City Manager or his/her designee. Proclamations must be approved by City Council at a regular meeting preceding the requested presentation date. If a presentation is requested, the proclamation will be included under the topic of Certificates of Recognition and Special Presentations.

Congratulatory certificates are public announcements made by City Council at ribbon cutting ceremonies, grand openings and other events outside of regular City Council meetings. Any request for such a congratulatory certificate should be submitted to the City Manager or his/her designee in advance of the planned business celebration and will not require City Council action.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

With this:

7. PROCLAMATIONS AND CONGRATULATORY CERTIFICATES:

Proclamations are ceremonial documents intended to convey positive messages to the Troy Community and are discretionary. Proclamation requests must be submitted in writing by Troy community members (residents and non-resident business owners, employees, and property owners) to the City Manager or his/her designee. Proclamations may be issued to recognize individuals, events, and organizations in Troy and will not be issued to recognize individuals, events, and organizations outside Troy. However, proclamations may be issued to promote international, national and other public awareness campaigns related to health, safety, and welfare if the request is made by a Troy community member. Proclamations regarding ideology, politics, or religion will not be issued.

Proclamations are often read at a regular City Council meeting and presented to the individual or representatives of the event or organization being recognized. These proclamations must be approved by City Council at a regular meeting preceding the presentation date and at least one representative must attend the presentation. Otherwise, proclamations may be issued without reading or presentation at a City Council meeting. If a presentation is requested, the proclamation will be included on the City Council meeting agenda under the topic of Certificates of Recognition and Special Presentations.

Congratulatory certificates are public announcements made by City Council at ribbon cutting ceremonies, grand openings and other events outside of regular City Council meetings. Congratulatory certificate requests must be submitted in writing by Troy community members (residents and non-resident business owners, employees, and property owners) to the City Manager or his/her designee in advance of the event and do not require City Council action.



RULES OF PROCEDURE FOR THE CITY COUNCIL CITY OF TROY, MICHIGAN

~~Adopted: November 22, 2021~~
Proposed: July 11, 2022

| | |
|--|---|
| 1. APPOINTMENT OF MAYOR PRO TEM | 2 |
| 2. DESIGNATION OF ACTING MAYOR | 2 |
| 3. SPECIAL MEETINGS..... | 2 |
| 4. REGULAR MEETINGS..... | 3 |
| 5. BROADCASTING OF CITY COUNCIL MEETINGS | 4 |
| 6. MINUTES | 4 |
| 7. PROCLAMATIONS AND CONGRATULATORY CERTIFICATES | 4 |
| 8. RECONSIDERATION OF RESOLUTIONS | 5 |
| 9. RESCISSION OF RESOLUTIONS | 5 |
| 10. PUBLIC HEARINGS | 5 |
| 11. CONSENT AGENDA | 5 |
| 12. APPOINTMENTS TO BOARDS AND COMMITTEES..... | 5 |
| 13. CITY COUNCIL REPRESENTATION ON BOARDS AND COMMITTEES..... | 6 |
| 14. MEMBERS OF THE PUBLIC AND VISITORS | 7 |
| 15. RULES OF ORDER..... | 8 |
| 16. ABSENCES AT COUNCIL MEETINGS..... | 8 |
| 17. SUSPEND RULES | 8 |
| 18. COUNCIL DISCUSSION | 8 |
| 19. AGENDA ITEMS SUBMITTED BY COUNCIL MEMBERS | 8 |
| 20. WIRE COMMUNICATIONS BY AND TO COUNCIL MEMBERS DURING ANY MEETING OF COUNCIL | 9 |

1. APPOINTMENT OF MAYOR PRO TEM:

The selection of Mayor Pro Tem shall rotate annually in the following order: Erickson Gault, Chamberlain-Creanga, Hodorek, Abraham, Hamilton, Brooks

2. DESIGNATION OF ACTING MAYOR:

In the absence or disability of both the Mayor and the Mayor Pro Tem, the Council Member present who has served longest shall be designated Acting Mayor and shall perform the duties of the Mayor.

3. SPECIAL MEETINGS:

Special meetings may be called in accordance with the City Charter and the Open Meetings Act. Special meetings shall be held at 6:00 P.M. in the Council Board Room unless the written notice to each member of the Council provides for a different time and/or place.

a) SPECIAL MEETING AGENDAS:

The City Manager shall be responsible for the preparation of an agenda for each special meeting. The agenda packet, excluding material exempt from disclosure by state or federal statute, shall be posted on the City's website and distributed to the City Council at least eighteen (18) hours in advance of the meeting.

b) SPECIAL MEETING ORDER OF BUSINESS:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Business Stated in the Special Meeting Notice
- E. Other Business (Only with consent in accordance with City Charter Section 4.3).
- F. Adjournment

4. REGULAR MEETINGS:

Regular meetings shall be held at 7:30 P.M. in the Council Chambers. A schedule of regular meetings for the subsequent calendar year shall be adopted by resolution in accordance with the City Charter and the Open Meetings Act.

a) REGULAR MEETING AGENDAS:

The City Manager shall be responsible for the preparation of an agenda for each regular meeting. The agenda packet, excluding material exempt from disclosure by

state or federal statute, shall be posted on the City's website and distributed to the City Council at least forty-eight (48) hours in advance of the meeting. When City Council meets in a closed session pursuant to MCL 15.268 (c), for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement, the collective bargaining agreement shall be identified on the agenda. When City Council meets in a closed session pursuant to MCL 15.268 (e), to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, the specific pending litigation shall be identified on the agenda.

b) REGULAR MEETING ORDER OF BUSINESS:

- A. Call to Order
- B. Roll Call
- C. Certificates of Recognition and Special Presentations
- D. Carryover Items
- E. Public Hearings
- F. Public Comment for Items On the Agenda from Troy Residents and Businesses
- G. City Council/City Administration Response/Reply to Public Comment for Items On the Agenda from Troy Residents and Businesses
- H. Postponed Items
- I. Regular Business
- J. Consent Agenda
- K. Memorandums and Future Council Agenda Items
- L. Public Comment for Items Not On the Agenda from Troy Residents and Businesses
- M. City Council/City Administration Response/Reply to Public Comment for Items Not On the Agenda from Troy Residents and Businesses
- N. Council Referrals - Items appearing under Council Referrals are items intended for City Council action that are brought forward by the Mayor or Council Members in accordance with the Rules of Procedure
- O. Reports
- P. Council Comments - Items for the good of the order brought forward by Mayor and Council
- Q. Public Comment for Items On or Not On the Agenda from Members of the Public Outside of Troy (Not Residents of Troy and Not From Troy Businesses)
- R. Closed Session
- S. Adjournment

5. BROADCASTING OF CITY COUNCIL MEETINGS:

All regular meetings of the City Council will be broadcast on the City's government access cable channel and/or made available through online streaming or similar media formats.

6. MINUTES:

The draft City Council meeting minutes will be available on the City's website prior to their inclusion in the next regular agenda packet. The requested approval of the minutes will be included on the Consent Agenda.

7. PROCLAMATIONS AND CONGRATULATORY CERTIFICATES:

Proclamations are ceremonial documents intended to convey positive messages to the Troy Community and are discretionary. Proclamation requests must be submitted in writing by Troy community members (residents and non-resident business owners, employees, and property owners) to the City Manager or his/her designee. Proclamations may be issued to recognize individuals, events, and organizations in Troy and will not be issued to recognize individuals, events, and organizations outside Troy. However, proclamations may be issued to promote international, national and other public awareness campaigns related to health, safety, and welfare if the request is made by a Troy community member. Proclamations regarding ideology, politics, or religion will not be issued.

Proclamations are often read at a regular City Council meeting and presented to the individual or representatives of the event or organization being recognized. These proclamations must be approved by City Council at a regular meeting preceding the presentation date and at least one representative must attend the presentation. Otherwise, proclamations may be issued without reading or presentation at a City Council meeting. If a presentation is requested, the proclamation will be included on the City Council meeting agenda under the topic of Certificates of Recognition and Special Presentations.

Congratulatory certificates are public announcements made by City Council at ribbon cutting ceremonies, grand openings and other events outside of regular City Council meetings. Congratulatory certificate requests must be submitted in writing by Troy community members (residents and non-resident business owners, employees, and property owners) to the City Manager or his/her designee in advance of the event and do not require City Council action.

~~City Council receives requests for proclamations to honor or celebrate milestones or achievements of Troy residents and businesses, and also to raise awareness of certain events or causes. Proclamations are intended to positively impact the community and convey an affirmative message to Troy residents, and are discretionary. Any person requesting a proclamation for presentation at a regular City Council meeting shall submit a written request to the City Manager or his/her designee. Proclamations must be approved by City Council at a regular meeting preceding the requested presentation date. If a presentation is requested, the proclamation will be included under the topic of Certificates of Recognition and Special Presentations.~~

~~Congratulatory certificates are public announcements made by City Council at ribbon-cutting ceremonies, grand openings and other events outside of regular City Council meetings. Any request for such a congratulatory certificate should be submitted to the City Manager or his/her designee in advance of the planned business celebration and will not require City~~

~~Council action.~~

8. RECONSIDERATION OF RESOLUTIONS:

A motion to reconsider any vote of the Council may be made by either side of the voted motion and shall require the affirmative vote of the majority of the Council Members elect. A motion to reconsider can be made only if no action was taken as a result of the previous vote. If such a motion to reconsider passes, and new information has been brought forward, then any member of Council may move to take action on the motion that is to be reconsidered, and any such motion would pass by an affirmative vote of the majority of the Council Members elect.

9. RESCISSION OF RESOLUTIONS

Rescission of any vote of the Council shall require the affirmative vote of the majority of the Council Members elect only if no action was taken as a result of the previous vote.

10. PUBLIC HEARINGS:

Public hearings will be held after required notice has been provided. The City Council may upon affirmative vote of a majority of its members "continue" said hearing at a future date designated in the resolution, without the necessity of re-notification. If the City Council elects to continue the public hearing it will appear in the designated meeting agenda under the topic of Public Hearings.

11. CONSENT AGENDA:

The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may remove an item from the Consent Agenda and have it considered as a separate item. Any item(s) so removed from the Consent Agenda shall be considered after approval of the motion for all non-removed items on the consent portion of the agenda. Public comment on Consent Agenda items will be permitted pursuant to the Rules of Procedure.

12. APPOINTMENTS TO BOARDS AND COMMITTEES:

a) MAYORAL APPOINTMENTS:

The Mayor shall, with City Council concurrence, appoint members of the following boards or committees as governed by state statute or city ordinances: Board of Review, Brownfield Redevelopment Authority, Civil Service Commission (Act 78), Downtown Development Authority, Economic Development Corporation, Global Troy

Advisory Committee, Local Development Finance Authority, Planning Commission, Volunteer Firefighter Incentive Board

b) CITY COUNCIL APPOINTMENTS:

The Mayor Pro Tem shall contact candidates or incumbents for City Council appointments to determine their interest in being nominated or reappointed. Any Council Member, but usually the Mayor Pro Tem, may put forth nominees to the following boards or committees: Animal Control Appeal Board, Building Code Board of Appeals, Charter Revision Committee, Election Commission, Historic District Commission, Liquor Advisory Committee, Municipal Building Authority, Parks and Recreation Board, Personnel Board, Retiree Health Care Benefits Plan & Trust, SOCRRA, SEMCOG, Sustainable Design Review Committee, Traffic Committee, Zoning Board of Appeals

c) NOMINATIONS:

The Mayor or any Council Member desiring to nominate a person for appointment to a board, commission, or committee shall submit the person's name for nomination at a regular meeting during the item Board and Committee Nominations. The person's name will be placed on the agenda for the next regular meeting under the item Board and Committee Appointments. A brief summary of background and personal data as to nominee's qualifications (or a resume) should be submitted on or before the time of nomination, except that such a resume shall not be required for the re-nomination of a current board or commission member, or if the Council unanimously agrees that a resume is not necessary. In the event that more nominees are put forth than positions available, the City Clerk will conduct a roll call vote.

13. CITY COUNCIL REPRESENTATION ON BOARDS AND COMMITTEES:

a) SEMCOG (Southeastern Michigan Council of Governments) Representation:

The Mayor and City Council shall appoint one delegate and one alternate to serve on the SEMCOG General Assembly for a term of two-years expiring at 7:30 PM on the Monday following the City Council general election.

b) SOCRRA (South Oakland County Resource Recovery Authority) Representation:

The Mayor and City Council shall appoint one delegate and one alternate to serve on the SOCRRA Board for a term of one-year expiring on June 15th.

c) No member of the City Council shall serve on any committee, commission or board of the City of Troy, except the Retirement System Board of Trustees, Retiree Health Care Benefits Plan and Trust, Volunteer Firefighter Incentive Plan & Trust, Global Troy Advisory Committee, Downtown Development Authority and Local Development Finance Authority (LDFA), unless membership is required by ordinance, statute or the City Charter.

- d) Because quasi-judicial boards and commissions are appointed by Council, and make recommendations to the Council, these recommendations should be made independent of the influence of individual Council Members. As a result, members of City Council shall not appear before or attend meetings of City boards or commissions if they are not appointed members of the City board or committee.

14. MEMBERS OF THE PUBLIC AND VISITORS:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. **NOTE TO THE PUBLIC:** *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council.

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

15. RULES OF ORDER:

Robert's Rules of Order Newly Revised, as clarified by the City Clerk, is hereby adopted, except as modified by these Rules of Procedure, the Charter, or the City Code.

16. ABSENCES AT COUNCIL MEETINGS:

Members of Council who are unable to attend a Council meeting and desire an excused absence shall notify the City Attorney or City Manager of their absence in writing as soon as possible prior to the meeting and indicate the reason for the absence. The reason shall be entered in the proceedings of the Council at the time of each absence.

17. SUSPEND RULES:

The Rules of Procedure may be waived by a simple majority vote, unless specifically noted that a consensus of City Council is sufficient.

18. COUNCIL DISCUSSION:

No member of Council shall speak a second time on any item under discussion until all other members desiring to speak on that item have been heard. No member of Council shall be allowed to speak for more than five (5) minutes at a time.

19. AGENDA ITEMS SUBMITTED BY COUNCIL MEMBERS:

Timely submitted agenda items that, in the City Manager's judgment, do not require a professional opinion from City Administration, will be placed on the next regular agenda for City Council action. These items include, but are not limited to proclamations and celebratory matters. If the City Manager believes that City Council could benefit from additional input from City Administration prior to voting on a referral, then the next regular agenda will contain only a resolution directing City Administration to provide additional input to accompany the Council referral for a future City Council meeting.

20. WIRE COMMUNICATIONS BY AND TO COUNCIL MEMBERS DURING ANY MEETING OF COUNCIL:

Members of Council shall not engage in electronic communication with each other or a member of the public during a regular or special meeting. Electronic communication is defined as e-mail, text message, instant message, website, social media, blog posting, or any other form of communication transmitted or retrieved through the use of an electronic device. *This rule does not apply to remote attendance and participation in meetings pursuant to the Open Meetings Act, as amended.*



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant Manager
Dee Ann Irby, Controller
Alex Bellak, Information Technology Director
Peter Hullinger, Fire Chief
Shawn Hugg, Staff Lieutenant
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – HAAS Alert: Safety Cloud Advanced Collision Prevention System – Fire Department

History

Beginning April of 2021, in cooperation with HAAS Alert: Safety Cloud & Stellantis (formerly FCA Automotive), the Troy Fire Department entered into a one-year evaluation and trial phase of the HAAS Alert system. During this trial, all hardware and infrastructure was provided free of charge. HAAS Alert: Safety Cloud delivers real-time digital alerts advising drivers to avoid the area, or slow down and move over when responders activate apparatus emergency lights. These are delivered via apps such as Waze and Apple Maps, navigation systems, or mobile devices, to drivers approaching an emergency scene or up to 30 seconds in advance of an approaching emergency apparatus. These notifications can reduce the risk of collision by up to 90%.

A transformational step towards more connected and protected roadways occurred in September of 2021, when international automaker Stellantis announced it would began offering owners of Chrysler, Dodge, Jeep, Ram, Fiat and Alfa Romeo vehicles a free over-the-air software update to incorporate the Emergency Vehicle Alert System or EVAS, which is powered by HAAS Alert's Safety Cloud.

Since the integration of HAAS Alert: Safety Cloud in 20 fire department apparatus and Staff vehicles, 20,451 drivers have been alerted to approaching emergency vehicles or advised and potentially re-routed around emergency scenes.

Purchasing

- The thorough one-year evaluation conducted by the Fire Department for the HAAS Alert: Safety Cloud, the sole source provider of the alerting technology, sufficiently determines that the system meets all expectations and is in the best interest of the City to waive the bid process and purchase the system.
- Pricing for a three-year subscription has been secured by HAAS Alert as detailed in the attached agreement for 24 vehicles.



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CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available annually in the Fire Department Contractual Services Computer Maintenance Account Number 101.336.343.7802.040.

Recommendation

In the best interest of the City, City Management recommends waiving the bid process and approving a contract to the sole source provider, *HAAS Alert of Chicago, IL*, for the HAAS Alert: Safety Cloud Advanced Collision Prevention System, encompassing 24 vehicles for the Fire Department for a three-year subscription period, for an estimated annual cost of \$12,000.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

PREPARED FOR:

Buyer: Troy Fire Department
Attn: **Shawn Hugg**
Troy, MI

DELIVERED BY:

HAAS Alert
PO Box 8237
Chicago, IL 60680

On behalf of HAAS Alert, I am pleased to provide the following price quotation to activate your fleet with HAAS Alert Safety Cloud® service. In doing so, nearby motorists will receive real-time alerts via their vehicle system or popular mobile navigation applications (e.g., Waze).

To activate your fleet with HAAS Alert Safety Cloud service, the HA-5 is installed in each unit and connected to the unit's power supply and lights system. Once installed, there is no further action required. When your team is responding to an emergency and engages the Lights & Sirens, nearby motorists will receive alerts today through Waze. As we add on more alert partners (e.g., mobile navigation apps, car manufacturers), more drivers will receive alerts.

Pricing and payment options are found on the next page followed by our sales contract.

We appreciate the opportunity to work with you and enable greater safety to your people and your fleet.

Nicholas Chiaramonte

Fleet Sales Account Executive, HAAS Alert
nic@haasalert.com



The Pricing Option(s) for the HAAS Alert digital alerting solution we discussed is/are shown below:

| Description | Unit Price (per term) | # of Vehicles | Discount | Net Price (per term) |
|--|--------------------------|---------------|-----------|-------------------------|
| R2V Subscription - 3 Years - Paid Annually Includes: Hardware + Service | \$489.00 | 24 | -\$293.40 | \$11,442.60 |
| Total | | | | \$11,442.60 |

Pricing is valid for 60 days

Subscription start date and end date ("Service Term") indicated on 1st invoice

Net Price excludes shipping & handling and appropriate sales taxes

By signing, you are agreeing to the pricing option(s) above and sales contract found on the following page(s).

Shawn Hugg

Effective Date

July 1, 2022

PO #

HAAS, Inc. Sales Contract

This Sales Contract ("**Contract**") is made effective as of the Effective Date, by and between HAAS, Inc., of 1651 N Whipple St, Chicago, Illinois 60647, ("**HAAS**"), and Buyer.

1. **ITEMS PURCHASED.** HAAS agrees to sell, and Buyer agrees to buy, the products listed in the accompanying Safety Cloud Proposal ("Proposal") in accordance with the terms and conditions of this Contract. This Contract will remain in effect until the expiration of the Service Term outlined in the Proposal.
2. **PAYMENT.** Payment(s) shall be made to HAAS, Inc., P.O. Box 8237 Chicago, Illinois 60680 as set forth in the Safety Cloud Proposal. HAAS shall add shipping costs to invoices associated with any shipment of physical goods, when applicable. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at two (2) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.
3. **PAYMENT OF TAXES.** When applicable, Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes. Buyer may be required to provide a tax exemption certificate.
4. **SERVICE RENEWAL:** The Service Term will automatically renew for successive periods of one (1) year each. HAAS may change the amount of fees due at the start of each renewal term by giving no less than sixty (60) days notice prior to the end of the expiring term. Buyer must provide at least sixty (60) days written notice of intention to cancel renewal to support@haasalert.com.
5. **EQUIPMENT:** Costs for any equipment provided by HAAS are included in the Proposal, unless otherwise stated. Buyer will fully own equipment unless otherwise stated in the Proposal.
6. **WARRANTIES.** HAAS warrants that the equipment shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the start of the Service Term.
7. **REMEDIES ON DEFAULT.** If a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. Should the default be on the part of the Buyer, in accordance with this section, the Buyer will be subject to an early termination fee equal to the amount of all fees and other amounts due and to become due hereunder. Such termination fee shall be paid in accordance with Section 2. This Section 7 shall survive the termination of this agreement for any reason. Should the default be on the part of HAAS, the Buyer will be subject to a refund equal to the amount of all fees paid for services not yet rendered, prorated on a straight-line basis over the duration of the Service Term.
8. **DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association.
9. **ASSIGNMENT.** HAAS may assign or transfer this Contract without prior written consent of the Buyer. HAAS will notify Buyer after assignment or transfer.
10. **APPLICABLE LAW.** This Contract shall be governed by and construed according to the laws of the State of Illinois without reference to its conflicts of law principles.
11. **END USER LICENSE AGREEMENT.** Buyer agrees that all services provided under this contract shall be used in accordance with HAAS Alert's End User License Agreement, that shall be modified from time to time and is available at <https://www.haasalert.com/eula>.
12. **SEVERABILITY.** To the extent that any provision of this Contract is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the Parties insofar as possible and you and we will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this contract shall continue in full force and effect with respect to all other provisions.



500 West Big Beaver
Troy, MI 48084
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I-06

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Emily Dumas, Library Director
Brian Goul, Recreation Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Building Management System Controls and Standard Purchasing
Resolution 5: Approval to Expend Budgeted Funds – Building Management System
Upgrade and Replacement

History

In 2002 the Troy Community Center was constructed and charted the course for the Andover Continuum Building Management System in use today. The Building Management System (BMS) is responsible for controlling the Heating, Ventilation and Air Conditioning (HVAC) in the larger municipal facilities and the lighting controls at the Troy Public Library. It is through the BMS that we are able to regulate temperature in the facilities based on a schedule that is developed by the needs or demands of the facility. These schedules allow us to save energy by not heating or cooling a space that is not in use.

Like most technology today, upgrades are required to continue to maintain the intended functionality. The existing Andover Continuum BMS is 19 years old and has been placed in the end of life category by the manufacturer, Schneider Electric. When a product is deemed end of life, the manufacturer no longer directs their resources to the program. The next step for the manufacturer is to officially sunset the program. Once a program is sunset there is a timeline established where the manufacturer will no longer provide support. That is expected in the next 1-2 years according to the manufacturer.

Schneider Electric has recognized the significant investment that its customers have already made in their existing BMS, and because of this understanding, Schneider Electric has provided a path forward that includes the integration of many of the system controls that are currently in use in the field today. The new BMS EcoStruxure is able to communicate with the existing field controllers while providing a platform for increased control and additional tools to maximize building efficiency.

The 2018 Facilities Condition Assessment and Analysis identified the BMS as deficient and recommended an upgrade.



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CITY COUNCIL AGENDA ITEM

Purchasing

- Pricing for the installation of the Building Management System Controls has been secured from *MCMI Facility Automation* (MCMI) of *Sterling Heights, MI*.
- MCMI has provided design, service, installation and maintenance on the city's building automation system for over 20 years and are the original designers and installers.
- MCMI is the Schneider Electric/Andover Controls representative for the State of Michigan.

Financial

Funds for the purchase and installation for the Building Management System Upgrade and Replacement are budgeted and available in the following Capital Fund Accounts for the 2023 fiscal year:

| | <u>Capital Fund Account</u> | <u>Amount</u> |
|------------------|------------------------------------|----------------------|
| Community Center | 401.752.755.7975.125 | \$40,700 |
| District Court | 401.264.277.7975.145 | \$40,900 |
| Library | 401.790.7975.900 | \$45,200 |
| City Hall/Police | 401.264.265.7975.165 | \$45,400 |

Recommendation

City Management recommends, in the best interest of the City, the bid process be waived and a contract be awarded to *MCMI Facility Automation* of *Sterling Heights, MI* for Building Management System Control upgrade and replacement for an estimated cost of \$172,200 not to exceed budgetary limitations, as detailed in the attached proposal.



MCMC
Facility Automation

Proposal

City of Troy
500 West Big Beaver
Troy, Michigan 48084
Attn: Dennis Trantham, Operations Manager

Date: June 18, 2022
Quote#: JET061822-01
Estimator: J. Tocco
Terms: NET 30 Days

Project Name: Upgrade the Continuum BAS/BMS to EcoStruxure at the City of Troy
Complex located in Troy, Michigan.

Description: We are pleased to provide a price to furnish labor and material to
complete the replacement of the existing legacy Andover Controls
Continuum BAS System and transition it to Schneider Electric's
EcoStruxure 3.0.

Existing Workstation PCs to be repurposed and used for the EcoStruxure
Workstation Software.

Our Price **\$172,200.00**

The following is a breakdown of the above captioned:

| | |
|---|-------------|
| Enterprise Server, WorkStation Software (1) and WebStation Software (10 concurrent users) | \$12,400.00 |
| Community Center | \$37,600.00 |
| Courthouse | \$37,800.00 |
| Library | \$42,100.00 |
| Police and City Hall | \$42,300.00 |

PROVIDED AND INCLUDED:

- Provide new Schneider Electric SmartStruxure Control System providing a comprehensive operator's interface including; creation of scalable vectored graphics (based on existing,) trend-logs and system alarms.
 - SmartStruxure Automation Servers and Power Supplies (replacing the existing Andover Continuum Level 1 Masters.)
 - SmartStruxure Modular I/O (sufficient capacity for all existing points with room for additional expansion.)
 - Graphics are vector based and automatically scale for use on computers, tablets and cell phones.

Please sign proposal and return duplicate copy.

1

Accepted by:

Title:

Date:

This proposal is firm for 30 days from date above. The standard Terms and Conditions of sale can be found at www.mcmi.net under the title of TERMS AND CONDITIONS. Please sign proposal and return Acceptance copy. Keep Original for your records. Notwithstanding any inconsistent or additional terms that may be embodied in your Purchase Order, Seller will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, Seller will accept your order only on the express condition that you assent to the terms and conditions contained above and on the attached Terms and Conditions hereof; and your acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

- Provide Technical Labor, as follows:
 - Provide support to City IT personnel to bring Enterprise Server on-line and network the existing workstation computers onto the City's WAN (BAS VLAN.)
 - Selective recommissioning of BAS inputs and outputs.
 - Update all existing programming and recommission under existing sequence of operation once new I/O interface wiring is complete.
 - Debug and Validate programming sequences.
- Provide (4) four-hour training sessions to City of Troy Personnel.
- Provide unlimited access to Web-based Operator Training for EcoStruxure SBO.
- Provide (2) sets of As-built Interface Panel Layout and Point Index Drawings.

NOT INCLUDED:

- The cost for a labor and performance bond **is not included.**
- Permits or inspection fees **are not included.**
- All work and material supplied under this proposal is warranted by MCMi for one-year.
- Work to be completed during normal working hours, 7:00 AM to 4:00 PM, Monday thru Friday.
- Labor and Material Warranty on any material and labor provided by others.
- All existing input and output devices, safeties and mechanical equipment is assumed to be in proper working order and there are no provisions for servicing or repairing any items under the scope of this proposal.
- IP drops and addresses as required, to be provided by owner.
- Access Panels, Patch and Paint.

Please sign proposal and return duplicate copy.

2

Accepted by:

Title:

Date:

This proposal is firm for 30 days from date above. The standard Terms and Conditions of sale can be found at www.mcmi.net under the title of TERMS AND CONDITIONS. Please sign proposal and return Acceptance copy. Keep Original for your records. Notwithstanding any inconsistent or additional terms that may be embodied in your Purchase Order, Seller will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, Seller will accept your order only on the express condition that you assent to the terms and conditions contained above and on the attached Terms and Conditions hereof; and your acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.


PAYMENT TERMS:

If paid Net 15 deduct 1% otherwise Net 30. Unpaid balances exceeding payment terms will accrue interest at 2% monthly.

Applicable tax and freight is included.

Thank you for this opportunity to be of service. If there are any questions please call.

Respectfully submitted,



Joseph Tocco
Service Manager, MCMI

Please sign proposal and return duplicate copy.

3

Accepted by:

Title:

Date:

This proposal is firm for 30 days from date above. The standard Terms and Conditions of sale can be found at www.mcml.net under the title of TERMS AND CONDITIONS. Please sign proposal and return Acceptance copy. Keep Original for your records. Notwithstanding any inconsistent or additional terms that may be embodied in your Purchase Order, Seller will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, Seller will accept your order only on the express condition that you assent to the terms and conditions contained above and on the attached Terms and Conditions hereof; and your acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.



500 West Big Beaver
Troy, MI 48084
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I-07

CITY COUNCIL AGENDA ITEM

Date: July 6, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Emily Frontera, Purchasing Manager

Subject: Resident Budget Priorities Study

Background

On June 22, 2020, City Council awarded contracts to Cobalt Community Research ("Cobalt") for a resident survey, business survey, and library survey. The library survey was conducted in July 2020, the resident survey was conducted in January and February 2021, and the business survey was conducted in January and February 2022. The fiscal year 2022-2023 budget includes funding for a new resident budget priorities survey.

Unlike the 2021 resident survey, the budget priorities survey will not include the benchmarking for communication preference questions. The benchmarking survey may be repeated in 2023. In the meantime, the 2022 resident survey will focus on budget priorities and determining what, if any, new funding strategies the community is most likely to support.

The 2021 survey was six pages and included one and a half pages with budget priority questions. Question 24 asked residents about their satisfaction with 24 City services and question 25 asked residents which programs and services were most important to prioritize in future City budgets. Only one (condition of local streets) was rated below average in satisfaction and greater than or equal to 50% in priority.

Question 26 asked about 20 potential improvements and question 27 asked about 14 new or enhanced athletic spaces. Question 28 asked about willingness to fund the improvements. Only one potential improvement (walking/biking trails) was selected by more than 50% of respondents who were willing to fund the improvements they selected. Street maintenance was selected by 49% but less than 50% were willing to fund. Again, only one athletic space (winter sports) was selected by more than 50% of respondents who were willing to fund the improvements they selected.

This survey will be four pages including three and a half pages with budget priority questions and half a page of demographic questions. The shorter survey and reduced scope are intended to increase the response rate. City staff and Cobalt are preparing a draft survey based on what we learned from the 2021 study and what we need to know to better understand what residents want and how they want to fund potential improvements.

The draft survey will be distributed to City Council separately, perhaps as a late submittal. City staff will answer questions and facilitate discussion at the July 11, 2022 regular City Council meeting in order



500 West Big Beaver
Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

to collect input from City Council and work with Cobalt to finalize the survey. Our goal is to finalize the survey in July and distribute it in August so we will have results before the 2022 City of Troy Advance in November.

Financial

Funds are budgeted and available in the General Fund. Expenditures will be charged to account number 101.172.7801.100 – Professional Services – Special Studies and Research.

Recommendation

City management recommends City Council waive the bid process and award a contract for Community Research Services to Cobalt Community Research of Michigan in the best interest of the City for a not to exceed amount of \$16,000 for a residential survey including unforeseen contingencies

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

City of Troy, MI Agreement for Community Research 2022

July 7, 2022

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Troy, MI (the Partner), having a business address of 500 W Big Beaver Rd, Troy, MI 48084. Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

| Count | Component | Subtotal | Count | Component | Subtotal |
|-------------------------|---|----------|-------|---|----------|
| 1 | Includes up to 2 pages (1 sheet) of custom questions which may include community experience/satisfaction, awareness, budget priorities, potential future services/programs, funding options, policy support, communication preference, general demographic questions, benchmarking as applicable, etc. Executive summary in PowerPoint; data entry if needed, thermal-map/cross tab, verbatim comments, remote follow-up with Partner | \$6,900 | | Break the results by geography; allow non-sample residents to participate but be reported separately | |
| 1 | Additional sheet (2 pages) | \$2,895 | 1 | Online coding, branded web landing page, and web link for completion online | Waived |
| | Set of 2 work groups/focus groups (partner provides location and recruits participants) | \$0 | | Eblast distribution via email list provided by partner (3 waves) per 1,000 recipients | \$0 |
| | One-time set up and reporting out of all work groups/focus groups | \$0 | | Phone/text message invitation (1 wave) per 1,000 recipients | \$0 |
| | Onsite visit for staff review/staff meetings (includes air and hotel costs) (Per half day) | \$0 | 2000 | Mail Distribution: Production and 1st-class postage for an initial mailing of up to a 4-page 2 sheet) survey with cover letter, plus a second mailing to those who have not responded. Includes business reply postage. | \$4,200 |
| | Non-English Version | \$0 | | Include Visitor360™ Metrics Report | \$0 |
| Total Cost: \$13,995.00 | | | | | |

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Authorized Representative



Cobalt Community Research, Executive Director

Date

July 7, 2022

Date

CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Cobalt has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim,

question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 60 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ASSUMPTIONS

The Partner shall provide community contact data.

Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage, if production services are requested by the Partner in addition to those specified in Section 1.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 60 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 60 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACASI. In addition, projects and services will be lead by Cobalt staff who have been certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRRI (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

10. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

11. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.



2022 City of Troy Budget Engagement Study - DRAFT 3

Thank you for your participation in this study; we value your opinion. Please respond on behalf of your household. All answers will remain completely confidential.

Budget Priorities

1. Like families, the City of Troy must live within its budget. This means basing the City budget on priorities. Revenues (taxes, fees, etc.) to fund City services may not keep up with the cost of providing those services. If revenues were not adequate to maintain City services at current levels, please indicate the budgeting strategies you would support for each of the services listed below. (Mark all that apply.)

| | Eliminate the Service | Reduce Service Levels | Raise Taxes | Impose User Fees | Combine Service with Another Community |
|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| Ambulance services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Park maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Police services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recreation facilities and programs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Senior services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Storm water drainage/flood control | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Street maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Some residents have suggested a dedicated millage to protect funding for important programs and services. A dedicated millage pays for a specific program or service and cannot be used for other expenses. For example, a dedicated library millage has funded the Troy Public Library since voters first approved the millage in 2011.

The City needs to understand what residents want and what they are will to pay before asking voters to consider a new dedicated millage. Please review the options below and note what options you would support, oppose, or if you need more information. Please review the potential options below and note which options you would **support**, **oppose**, or if you **need more information**.

| | Support | Oppose | Need more information |
|------------------------------------|--------------------------|--------------------------|--------------------------|
| Ambulance services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Park maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Police services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recreation facilities and programs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Senior services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Street maintenance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Briefly, what would you like City leadership to understand about how you responded to the potential options above?

4. Before this study, were you aware of the following facts about the City of Troy?

The City of Troy keeps less than 30% of your summer property taxes: approximately 55% goes to fund schools and Oakland Community College. Approximately 15% goes to fund county services and S.M.A.R.T.

| Yes | No |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

The City portion of Troy's 2021 average residential tax bill (\$1,333) was approximately 32% less than the average for cities in Oakland County (\$1,971)

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

Approximately 60 percent of the City's General Fund expenses are for public safety services (police, fire, ambulance), and less than 20 percent are for general government services. This leaves approximately 20 percent to fund things like parks, recreation, and public works. The Troy Public Library is funded by a separate millage.

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

Parks and Recreation

5. Which City of Troy parks and recreation centers have you used in the last 12 months? (Mark all that apply.)

- | | | |
|---|---|--|
| <input type="checkbox"/> Boulan Park | <input type="checkbox"/> Raintree Park | <input type="checkbox"/> Troy Historic Village |
| <input type="checkbox"/> Daisy Knight Dog Park | <input type="checkbox"/> Sanctuary Lake Golf Course | <input type="checkbox"/> Troy Racquet Club |
| <input type="checkbox"/> Donald J. Flynn Park | <input type="checkbox"/> Stage Nature Center | <input type="checkbox"/> Troy Trails |
| <input type="checkbox"/> Firefighters Park | <input type="checkbox"/> Sylvan Glen Golf Course | <input type="checkbox"/> None of these |
| <input type="checkbox"/> Jaycee Park | <input type="checkbox"/> Troy Community Center | <input type="checkbox"/> Other (specify below) |
| <input type="checkbox"/> Jeanne M. Stine Community Park | <input type="checkbox"/> Troy Family Aquatic Center | |

6. What programming/facility changes would you like to see for **Troy Historical Village**?

7. What programming/facility changes would you like to see for **Troy Nature Center**?

8. What programming/facility changes would you like to see for **Sanctuary Lake/ Sylvan Glen Golf Courses**?

9. Why do you choose to utilize Troy's parks, facilities and programs? (Mark the top three reasons.)

- | | | |
|---|---|---|
| <input type="checkbox"/> Mental wellness | <input type="checkbox"/> My child's sports interest | <input type="checkbox"/> Social interaction/time with friends |
| <input type="checkbox"/> Physical fitness | <input type="checkbox"/> Family time | <input type="checkbox"/> None of these |
| <input type="checkbox"/> Enrichment/skill development | <input type="checkbox"/> Meeting new people | <input type="checkbox"/> Other (specify below) |
| <input type="checkbox"/> Time outdoors | <input type="checkbox"/> Entertainment | |
| <input type="checkbox"/> My sports interest | <input type="checkbox"/> Community involvement | |

10. Which **age 50+ programs** do you, or have you, participated in? (Mark all that apply.)

- | | | |
|--|---|---|
| <input type="checkbox"/> Arts and Crafts Classes | <input type="checkbox"/> Congregate Hot Lunch | <input type="checkbox"/> Extended Trips |
| <input type="checkbox"/> Computer Technology Classes | <input type="checkbox"/> Dance Classes | <input type="checkbox"/> Groups & Clubs |
| <input type="checkbox"/> Concerts | <input type="checkbox"/> Day Trips | <input type="checkbox"/> None of these |

11. Next, rate Troy's **local parks and recreation** facilities and programs on the following attributes using a scale where 1 means "Poor" and 10 means "Excellent." If you haven't used the facilities or programs, mark "Don't Know."

| | Poor= 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | Excellent = 10 | Don't Know |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Parks/facilities meet your needs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parks/facility maintenance and cleanliness | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Quality of recreational programs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Variety of recreational programs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety/security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Access for people with disabilities/mobility challenged | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Location convenience | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

12. How far do you currently live from your closest Troy Park?

| | | |
|--|--|--|
| <input type="checkbox"/> Less than a 5-minute walk | <input type="checkbox"/> 11-15 minutes walk | <input type="checkbox"/> I cannot safely walk to my closest park |
| <input type="checkbox"/> 6-10 minutes walk | <input type="checkbox"/> 16 or more minutes walk | |

13. Which of the following would **increase your household's use of programs and events** the most? (Mark up to 5.)

| | | |
|--|---|--|
| <input type="checkbox"/> Change the timing of programs | <input type="checkbox"/> Lower cost | <input type="checkbox"/> Physical accessibility for disabilities |
| <input type="checkbox"/> Change the length of programs | <input type="checkbox"/> Parking closer to the venue | <input type="checkbox"/> Public transportation |
| <input type="checkbox"/> Child care availability | <input type="checkbox"/> More parking in general | <input type="checkbox"/> Safe walk/bike routes to venues |
| <input type="checkbox"/> Feeling more welcome | <input type="checkbox"/> More program variety | <input type="checkbox"/> Scholarships or free programs |
| <input type="checkbox"/> Higher quality programs | <input type="checkbox"/> Programs more inclusive of diverse resident demographics | <input type="checkbox"/> None of these |

14. Which parks and recreation **facilities and features** would you like to see added or enhanced in the future? (Mark up to 7.)

| | | |
|---|--|--|
| <input type="checkbox"/> Community gardens | <input type="checkbox"/> Park accessibility | <input type="checkbox"/> Safe routes to walk and bike from neighborhoods |
| <input type="checkbox"/> Directional signage | <input type="checkbox"/> Park restrooms | <input type="checkbox"/> Shade structures |
| <input type="checkbox"/> Dog parks | <input type="checkbox"/> Park shelters | <input type="checkbox"/> Sidewalks |
| <input type="checkbox"/> Electric vehicle charging stations | <input type="checkbox"/> Parking | <input type="checkbox"/> Splash pad |
| <input type="checkbox"/> General maintenance and repair | <input type="checkbox"/> Picnic areas | <input type="checkbox"/> Walking/biking trails |
| <input type="checkbox"/> Interpretive signage | <input type="checkbox"/> Playground equipment for people with disabilities | <input type="checkbox"/> Water bottle/drinking fountains |
| <input type="checkbox"/> Lighting | <input type="checkbox"/> Playgrounds, indoor | <input type="checkbox"/> WiFi access |
| <input type="checkbox"/> Outdoor event/performance space | <input type="checkbox"/> Playgrounds, outdoor | <input type="checkbox"/> None needed |
| <input type="checkbox"/> Outdoor fitness equipment | | |

15. Which **athletic spaces** below would you like to see added or enhanced in the future? (Mark up to 7.)

| | | |
|---|---|--|
| <input type="checkbox"/> Badminton (indoor) | <input type="checkbox"/> Disk golf | <input type="checkbox"/> Snowshoeing |
| <input type="checkbox"/> Baseball/softball | <input type="checkbox"/> Ice skating | <input type="checkbox"/> Soccer (indoor) |
| <input type="checkbox"/> Basketball (indoor) | <input type="checkbox"/> Pickleball (indoor) | <input type="checkbox"/> Soccer (outdoor) |
| <input type="checkbox"/> Basketball (outdoor) | <input type="checkbox"/> Pickleball (outdoor) | <input type="checkbox"/> Tennis (indoor) |
| <input type="checkbox"/> Bocce | <input type="checkbox"/> Rock climbing | <input type="checkbox"/> Tennis (outdoor) |
| <input type="checkbox"/> Cornhole | <input type="checkbox"/> Sand volleyball | <input type="checkbox"/> Volleyball (indoor) |
| <input type="checkbox"/> Cricket | <input type="checkbox"/> Shuffleboard | <input type="checkbox"/> None needed |
| <input type="checkbox"/> Cross-country skiing | <input type="checkbox"/> Skate park | |
| <input type="checkbox"/> Curling | <input type="checkbox"/> Sledding | |

16. Which **recreation programs** would most benefit your household? (Mark up to 7.)

- | | | |
|---|--|--|
| <input type="checkbox"/> Adaptive fitness classes | <input type="checkbox"/> Golf lessons | <input type="checkbox"/> Tennis lessons |
| <input type="checkbox"/> Adult fitness classes | <input type="checkbox"/> Nutrition education | <input type="checkbox"/> Water fitness programs |
| <input type="checkbox"/> Adult mind-body classes fitness programs | <input type="checkbox"/> Preschool programs | <input type="checkbox"/> Youth fitness and wellness programs |
| <input type="checkbox"/> Adult sports programs | <input type="checkbox"/> School break day camps | <input type="checkbox"/> Youth learn to swim programs |
| <input type="checkbox"/> Adventure recreation | <input type="checkbox"/> Ski programs | <input type="checkbox"/> Youth sports leagues |
| <input type="checkbox"/> Family fitness opportunities | <input type="checkbox"/> Sports sampler (intro to multiple sports) | <input type="checkbox"/> Youth sports programs |
| | <input type="checkbox"/> Summer camps | <input type="checkbox"/> None of these |

17. Which **skill-building programs** would most benefit your household? (Mark up to 5.)

- | | | |
|--|---|--|
| <input type="checkbox"/> Adult performing arts | <input type="checkbox"/> Gardening/horticulture | <input type="checkbox"/> Self-defense/martial arts |
| <input type="checkbox"/> Adult visual art and dance programs | <input type="checkbox"/> Home improvement | <input type="checkbox"/> STEM/STEAM programs for youth |
| <input type="checkbox"/> Culinary/cooking programs | <input type="checkbox"/> Investment | <input type="checkbox"/> Youth visual art and dance programs |
| <input type="checkbox"/> Enrichment classes | <input type="checkbox"/> Music/theater/performing arts | <input type="checkbox"/> None of these |
| <input type="checkbox"/> Entrepreneurship | <input type="checkbox"/> Outdoor education/nature -based programs | |

18. Which **social programs** would most benefit your household? (Mark up to 5.)

- | | | |
|--|---|---|
| <input type="checkbox"/> Before and after school care programs | <input type="checkbox"/> Preschool programs | <input type="checkbox"/> Youth summer camp programs |
| <input type="checkbox"/> Community special events | <input type="checkbox"/> Programs for individuals with disabilities | <input type="checkbox"/> Programs for veterans |
| <input type="checkbox"/> Culturally specific activities/programs | <input type="checkbox"/> Social activities for adults | <input type="checkbox"/> Support groups |
| <input type="checkbox"/> Multicultural events | <input type="checkbox"/> Social activities for youth | <input type="checkbox"/> None of these |
| <input type="checkbox"/> Night/weekend programs for young children | <input type="checkbox"/> Teen programs | |

19. What other programming and/or facilities not listed above would most benefit your household in the future?

20. Consider all the potential improvements for you and your household that you identified above. What is the most you would be willing to pay per month to see those improvements implemented?

- ☐ \$15/month
 ☐ \$10/month
 ☐ \$5/month
 ☐ \$2/month
 ☐ \$0

The following optional questions are for analysis only and will not be used in any way to identify you.

21. How long have you been living in Troy?

- ☐ Less than 1 year
 ☐ 1-5 years
 ☐ 6-10 years
 ☐ 10+ years

22. What is your age group?

- ☐ Under 18
 ☐ 18 to 24
 ☐ 25 to 34
 ☐ 35 to 44
 ☐ 45 to 54
 ☐ 55 to 64
 ☐ 65 or over

23. Who lives in your home (other than yourself and/or a spouse). (Mark all that apply.)

- | | | |
|--|--|---|
| <input type="checkbox"/> Child(ren) age 6 or under | <input type="checkbox"/> Child(ren) age 13 to 18 | <input type="checkbox"/> Dependent parent |
| <input type="checkbox"/> Child(ren) age 7 to 12 | <input type="checkbox"/> Adult child(ren) age 19 to 30 | <input type="checkbox"/> None of these |

24. What is your employment status? (Mark all that apply.)

- | | | | | | |
|---|---|--|--|-------------------------------------|----------------------------------|
| <input type="checkbox"/> Employed full time | <input type="checkbox"/> Employed part time | <input type="checkbox"/> Self employed | <input type="checkbox"/> Stay-at-home parent | <input type="checkbox"/> Retired | <input type="checkbox"/> Student |
| | | | | <input type="checkbox"/> Unemployed | |

25. Which category best describes your level of education?

- ☐ Some high school or less
 ☐ High school graduate
 ☐ Some college
 ☐ College graduate
 ☐ Graduate degree(s)

Thank you for your time. Please return this assessment in the postage-paid envelope provided.

Mayor Baker performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on June 27, 2022, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Edna Abraham
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Ann Erickson Gault
- David Hamilton-Absent
- Ellen Hodorek

Excuse Absent Council Members:

Resolution #2022-06-086

Moved by Baker

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Hamilton at the Regular City Council Meeting of June 27, 2022, due to being out of the county.

Yes: All-7

No: None

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Employees Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Southeastern Michigan Council of Governments (SEMCOG)

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2022-06-087

Moved by Erickson Gault

Seconded by Brooks

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust

Appointed by Council

7 Regular Members and 2 Ordinance Member

3 Year Term

Nominations to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust:

Term Expires: 12/31/2024

John Foster

Council Appointed Citizen

Term currently held by: Mark Calice

Yes: All-7

No: None

MOTION CARRIED

Resolution #2022-06-088

Moved by Erickson Gault

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2025

David Haight

Term currently held by: David Haight

Yes: All-7
No: None

MOTION CARRIED

Resolution #2022-06-089
Moved by Erickson Gault
Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council
1 Regular Member and 1 Alternate Member
Appointed Every Odd-Year Election

Nominations to the Southeastern Michigan Council of Governments (SEMCOG):

Term Expires: 11/13/2023

Mark Adams

Alternate

Yes: All-7
No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority; b) City Council Nominations – None

a) Mayoral Nominations:

Resolution #2022-06-090

Moved by Baker
Seconded by Erickson Gault

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nominations to the Downtown Development Authority:

**Unexpired Term Expiring:
9/30/2022**

Kathleen Garmo

Term currently held by: Vacancy–W. Randol Jr. resigned 2/1/21

Yes: All-7
No: None

MOTION CARRIED

b) City Council Nominations: None

I-3 Request for Closed Session

Resolution #2022-06-091
Moved by Baker
Seconded by Erickson Gault

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (h) (MCL 15.243 (g)).

Yes: All-7
No: None

MOTION CARRIED

I-4 Fiscal Year 2022 Budget Amendments (*Introduced by: Rob Maleszyk, Chief Financial Officer*)

Resolution #2022-06-092
Moved by Abraham
Seconded by Brooks

RESOLVED, that Troy City Council hereby AUTHORIZES City Management to amend the Current Fiscal Year 2022 General Fund Budget as detailed below:

Revenues

State Shared Revenue..... **\$898,834**

Total General Fund Revenue Increase \$898,834

Expenditures

General Government:

Purchasing..... \$ 45,000

Human Resources 105,000

Total General Government: \$150,000

Public Works:

Transportation..... \$ 65,000

Streets/Drains 400,000

Total Public Works: \$465,000

Public Safety:

Fire..... \$183,834

Total Public Safety: \$183,834

Recreation and Culture:

Parks..... \$100,000

Total Recreation and Culture: \$100,000

Total General Fund Expenditures Increase \$898,834

Net General Fund Change..... \$ -

BE IT FURTHER RESOLVED, that Troy City Council Herby AUTHORIZES City Management to amend the Current Fiscal Year 2022 Transit Center Fund Budget as follows:

Transit Center:

Building and Facility Maintenance..... \$5,000

Use of Fund Balance (5,000)

Net Transit Center Fund Change:..... \$ -

BE IT FURTHER RESOLVED, that Troy City Council Herby AUTHORIZES City Management to amend the Current Fiscal Year 2022 Community Development Block Grant Fund Budget as follows:

Community Development Block Grant:

Home Chore Program\$10,000
Federal Revenue Increase (Offset) (10,000)

Net Community Development Block Grant Change:.....\$ -

Yes: All-7
No: None

MOTION CARRIED

I-5 Chapter 49 – Mobile Food Vending Units Ordinance and Request to Amend Chapter 60 – Fees and Bonds Required (*Introduced by: Aileen Dickson, City Clerk*)

Resolution #2022-06-093
Moved by Hodorek
Seconded by Abraham

RESOLVED, That Troy City Council hereby **APPROVES** Chapter 49 – Mobile Food Vending Units Ordinance; and **AMENDS** Chapter 60-Fees and Bonds Required, as indicated.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

J-1a Approval of “J” Items NOT Removed for Discussion

Resolution #2022-06-094-J-1a
Moved by Abraham
Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: All-7
No: None

MOTION CARRIED

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Resolution #2022-06-04-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Minutes-Draft – June 13, 2022

J-3 Proposed City of Troy Proclamations:

Resolution #2022-06-094-J-3

- a) Proclamation Celebrating Transportation Insight and Nolan Transportation Group for Planting Trees at Boulan Park in the City of Troy

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – DPW Pickup Truck Snow Plow**

Resolution #2022-06-094-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Bostick Truck of Pontiac, MI*, for the purchase and installation of a Western Pro Plus Snow Plow on a recently acquired DPW pickup truck for an estimated total cost of \$6,489.00; not to exceed budgetary limitations.

J-5 2022 Revised Poverty Exemption Guidelines Resolution

Resolution #2022-06-094-J-5

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and,

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 253 of 2020 (MCL 211.7u); and,

WHEREAS, pursuant to PA 253 of 2020, the City of Troy, Oakland County adopts the following guidelines for the Board of Review to follow. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Own and occupy the property as a principal residence.
- 2) File Form 5737 Application for MCL 211.7u Poverty Exemption with the Assessor/Board of Review, accompanied by federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons residing in the principal residence (disclosure of the income of an owner who is not residing in the

principal residence is not required). Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, *Poverty Exemption Affidavit* may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.

- 3) Produce a valid driver's license or other form of identification, if requested.
- 4) Produce a deed, land contract, or other evidence of ownership of the property, if requested
- 5) Meet the federal poverty income guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services or alternative guidelines adopted by the local assessing unit. The Alternative guidelines cannot provide income eligibility requirements less than the federal guidelines.
- 6) Meet the asset level test adopted by the local assessing unit.

The following are the 2022 federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

| Size of Family Unit | Poverty Guidelines |
|----------------------------|--------------------|
| 1 | \$12,880 |
| 2 | \$17,420 |
| 3 | \$21,960 |
| 4 | \$26,500 |
| 5 | \$31,040 |
| 6 | \$35,580 |
| 7 | \$40,120 |
| 8 | \$44,660 |
| For each additional person | \$4,540 |

Asset Test Guidelines

Used in the Determination of Poverty Exemptions for 2022

As required by PA 253 of 2020, all guidelines for poverty exemptions established by the governing body of the local assessing unit must include an asset level test. This asset test must clearly state the minimum value of all assets allowable to be eligible for the poverty exemption. This means that the guidelines must state a total dollar amount and the value of all assets cannot exceed the total dollar amount.

The purposed of an asset test is to determine the resources available: cash, fixed assets or other property that could be converted to cash and used to pay property taxes in the year the poverty exemption is filed. The local unit asset test **cannot** include the value of the principal residence.

The following asset test shall apply to all applications for poverty exemption:

- The applicant(s) shall not have assets exceeding the amount shown in the chart below based on the size of the family unit.
- The asset Guideline (test) shall exclude the value of the principal residence subject to the poverty exemption request and exclude the value of one automobile. If multiple automobiles are owned, then the least valuable automobile will be excluded from the asset guideline.
- The applicant(s) shall not have total assets (excluding the value of the principal residence subject to the exemption request and excluding the value of one automobile) more than the guidelines set below. Assets exceeding the amounts stated below will result in a denial of the poverty exemption.

| Size of Family Unit | Asset Guidelines |
|----------------------------|------------------|
| 1 | \$5,000 |
| 2 | \$10,000 |
| 3 | \$15,000 |
| 4 | \$20,000 |
| 5 | \$20,000 |
| 6 | \$20,000 |
| 7 | \$20,000 |
| 8 | \$20,000 |
| For each additional person | N/A |

All asset information, as requested in the Application for Poverty Exemption, must be completed in total. The Board of Review may request additional information and verification of assets, if the Board of Review determines it to be necessary and may deny an application if the assets are not properly identified.

The following is a list of assets that are included in the asset test:

- A second home, land, vehicles
- Recreational vehicles such as campers, motor-homes, boats and ATV's
- Buildings other than the residence
- Jewelry, antiques, artworks
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches

NOW, THEREFORE, BE IT RESOLVED, That the Board of Review **SHALL FOLLOW** the above stated policy, federal guidelines, and asset test in granting or denying an exemption. The Board of Review is not permitted to deviate from the adopted policy and guidelines.

J-6 Assessment of Delinquent Accounts

Resolution #2022-06-094-J-6

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st each year, shall be reported to City Council. City Council shall certify the list to the City Assessor who shall assess the same on the next annual City Tax Roll; and,

WHEREAS, Section 10.8 of the Troy City Charter provides for the collection of delinquent invoices through property tax collection procedures; and,

WHEREAS, a list of individual properties is on file in the Office of the Treasurer and comprises a summation of totals as follows:

| | |
|---|----------------------|
| ➤ Delinquent invoices (various funds) | \$ 88,146.54 |
| ➤ Delinquent water & sewer accounts..... | \$ 668,002.36 |
| Total Assessments including penalties..... | \$ 756,148.90 |

NOW, THEREFORE, BE IT RESOLVED, That the City Assessor is here **AUTHORIZED** to assess these delinquent accounts on the annual City Tax Roll.

J-7 First Amendment to Lowry Street Tower Lease

Resolution #2022-06-094-J-7

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council **APPROVES** the attached First Amendment to the Lease Agreement for the Lowery Street communication tower, and **AUTHORIZES** the City Manager to execute the First Amendment on behalf of the City of Troy.

J-8 Scheduled Contract Reopener with Great Lakes Water Authority – Amendment #4

Resolution #2022-06-094-J-8

WHEREAS, In 2008, the City of Troy and Great Lakes Water Authority (GLWA) entered into a 30-year contract to provide water to the City of Troy which included a contract reopener in the 15th year to adjust factors used to develop annual water rates and allow opportunity for minor clarifications of contract language;

WHEREAS, These adjustment factors include pressures, peak hour, max day, and annual volumes in which the City of Troy has been able to control successfully through shifting peak hour usage into the exclusionary period of 11 P.M. to 5 A.M.;

WHEREAS, The City of Troy continues to educate and invest in community capital improvement projects as required in this contract;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amendment #4 to the 30-year contract to provide wholesale water between the City of Troy and Great Lakes Water Authority, as recommended by the City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Legal Representation Agreement – VanOverbeke, Michaud & Timmony, P.C.

Resolution #2022-06-094-J-9

RESOLVED, That Troy City Council hereby **APPROVES** the *Legal Representation Agreement with VanOverbeke, Michaud & Timmony, P.C.*, as outlined in the memorandum and **INSTRUCTS** Chief Financial Officer, Robert C. Maleszyk, to sign the agreement on behalf of the City; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Robinson Capital Management, LLC – Investment Advisory Agreement

Resolution #2022-06-094-J-10

RESOLVED, That Troy City Council hereby **APPROVES** the *Investment Advisory Agreement with Robinson Capital Management, LLC*, as outlined in the memorandum and **INSTRUCTS** Chief Financial Officer, Robert C. Maleszyk, to sign the agreement on behalf of the City; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-11 Request for Acceptance of Two Permanent Easements from Kutumba Rao Hanumolu and Indira Ramani Hanumolu, Sidwell #88-20-237-478-013

Resolution #2022-06-094-J-11

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Kutumba Rao Hanumolu and Indira Ramani Hanumolu owners of the property having Sidwell #88-20-27-478-013.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to **RECORD** the permanent easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-12 Request for Acceptance of Two Permanent Easements from Russell Mihm and Lilit Mihm, Sidwell #88-20-28-477-042

Resolution #2022-06-094-J-12

RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for storm sewers and surface drainage, and sidewalks from Russell Mihm and Lilit Mihm owners of the property having Sidwell #88-20-28-477-042.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to **RECORD** the permanent easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-13 Request to Vacate a Permanent Easement and to Accept an Easement for Public and Franchise Utilities, Meadows of Troy, Sidwell #88-20-01-300-016

Resolution #2022-06-094-J-13

RESOLVED, That Troy City Council hereby **VACATES** a permanent easement for public and franchise utilities granted to the City of Troy and recorded in Liber 57827 Page 892, Oakland County Register of Deeds, and

BE IT RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** a Quit Claim Deed returning the City of Troy's interest in the public and franchise utilities granted to the City of Troy and recorded in Liber 57827 Page 892 to Robertson Meadows, LLC, owner of the property having Sidwell #88-20-01-300-016, and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for public and franchise utilities from Robertson Meadows, LLC, owner of the property having Sidwell #88-20-01-300-016, and

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED to RECORD** the Quit Claim Deed and permanent easement with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

| | |
|-----------------|--|
| Cheryl Kapas | Spoke in opposition to City Council's decision at the last Council Meeting regarding a development |
| Tony Kapas | Spoke in opposition to City Council's decision at the last Council Meeting regarding a development |
| Vinodh Mudaliar | Spoke regarding the need for cricket fields in Troy |

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

| | |
|------------------------|--|
| Council Member Abraham | Responded to Mr. and Mrs. Kapas' comments regarding cluster developments |
|------------------------|--|

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Zoning Board of Appeals-Final – April 19, 2022
- b) Planning Commission-Final – May 24, 2022
Noted and Filed

O-2 Department Reports:

- a) Proclamations and Congratulatory Certificates
Noted and Filed

O-3 Letters of Appreciation:

- a) To Mark F. Miller from American Society for Public Administration (ASPA) Regarding 2022 Outstanding Executive Official Award
- b) To the Fire Department Regarding Assistance with a Fire Incident in Holly, MI
Noted and Filed

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P-1 Council Comments

Council Member Brooks wished everyone a happy Fourth of July and stressed the importance of being safe when using fireworks.

Council Member Hodorek asked that City Administration provide information on the firework guidelines on the City's social media platforms.

Council Member Hodorek commented on the Letters of Appreciation to the Fire Department for their assistance with a fire incident in Holly, Michigan and Mark Miller for receiving the 2022 Outstanding Executive Official Award from the American Society of Public Administration.

Council Member Chamberlain-Creanga commented that Mark Adams is in Washington DC promoting Global Troy.

Council Member Chamberlain-Creanga commented on trust building and shared ways trust is achieved between City Council, City Administration and the residents of Troy.

Mayor Baker commented on the dedication of the Firefighters Memorial and Firefighters Park held on June 26, 2022. He encourages everyone to visit the park and check out the memorial.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

The Meeting **RECESSED** at 8:44 PM.
The Meeting **RECONVENED** at 8:45 PM.

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:05 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

November 19, 2022 City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

July 11, 2022..... Regular Meeting
July 25, 2022..... Regular Meeting
August 15, 2022..... Regular Meeting
August 22, 2022..... Regular Meeting
September 12, 2022 Regular Meeting
September 19, 2022 Regular Meeting
October 3, 2022 Regular Meeting
October 24, 2022 Regular Meeting
November 14, 2022 Regular Meeting
November 21, 2022 Regular Meeting
December 5, 2022 Regular Meeting
December 12, 2022 Regular Meeting

**PROCLAMATION
TO RECOGNIZE TROY CITY CLERK AILEEN DICKSON
NAMED MICHIGAN'S 2022 CITY CLERK OF THE YEAR**

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world. Municipal Clerks provide the professional link between citizens, the local governing bodies, and agencies of government at other levels. Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, Aileen Dickson began her career with the City of Troy as a Troy Police Department Records Clerk. She transferred to the City of Troy Clerk's Office as an Office Assistant and then Administrative Aide from 2002 – 2011. Aileen was promoted to City Clerk on September 12, 2011; and

WHEREAS, Aileen has been a member of the Oakland County Clerks Association (OCCA) and the Michigan Association of Municipal Clerks since 2009. The purpose of the Michigan Association of Municipal Clerks (MAMC) is to promote, enhance, and encourage the professional development and standing of municipal clerks through cooperation, communication, education, and training; promote and encourage improvement of methods and procedures of duties performed by Clerks; and address legislative matters relating to the Municipal Clerk's responsibilities; and

WHEREAS, Aileen received her Master Municipal Clerk (MMC) certification from the International Institute of Municipal Clerks in 2015 and her Michigan Professional Municipal Clerk Level 2 (MiPMC2) certification from the Michigan Association of Municipal Clerks in 2016. She has served on the OCCA Executive Board in the roles of Secretary, Treasurer, VP, President, and Immediate Past President; and on the MAMC Executive Board since March, 2022, currently serving as Secretary; and

WHEREAS, The MAMC's Clerk of the Year program honors municipal clerks who demonstrate the professional and personal qualities representing the best of their profession. Criteria includes years of experience as a municipal clerk; demonstrated greater-than-average performance in the position; active in county, state and national associations; demonstrated interest in improving their professional and personal skills; a record of contributing to improvement of their community and respect of community leaders; and

WHEREAS, The outstanding accomplishments of **Troy City Clerk Aileen Dickson** include **REV-up Troy** initiative to get students interested and involved in voter registrations that increased student voter registration turnout at our registration drives and drove up our student election worker population by 90%; the **Do Not Knock Registry** which allows residents to register their addresses on a list that is provided to solicitors upon receiving their Peddler's Permit; and **Drive-thru Clerk's Office and Pop-up Clerk's Office**, creative solutions that bring the Clerk's Office out of City Hall and to the voters and residents of Troy;

NOW, THEREFORE, BE IT RESOLVED, That the Troy Mayor and City Council recognizes **Troy City Clerk Aileen Dickson as Michigan Association of Municipal Clerks Clerk of the Year 2022**, and extends appreciation to **Aileen** for her professionalism, dedication, and many contributions to the City of Troy for the betterment of our community; and

BE IT FURTHER RESOLVED, That we invite all Troy residents to recognize and celebrate **Troy City Clerk Aileen Dickson as Michigan's 2022 City Clerk of the Year** as well as for her outstanding achievements past, present, and into the future.

Presented the 25th Day of July 2022



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Paul Trosper, Water & Sewer Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Low Bidder Meeting Specifications – Water System Materials

History

- The Water and Sewer Division is responsible for new water service installations and maintenance, water main repairs and replacement, and Mueller hydrant repairs and replacement.
- In order to maintain these infrastructures, minimum quantities of parts are kept on hand.
- Water system materials will be purchased on an as needed basis to replenish inventories throughout the year at unit prices as specified and detailed in the bid tab.
- The current contract expired June 30, 2022.

Purchasing

- On June 23, 2022, a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Water System Materials.
- The bid was posted on the MITN Purchasing Group website, www.bidnetdirect.com/city-of-troy-mi.
- Two (2) bids were received. Below is a detailed summary of potential vendors.

| | |
|--|-----|
| Companies notified via MITN | 105 |
| Troy Companies notified via MITN | 2 |
| Troy Companies - Active email Notification | 2 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 8 |
| Troy Companies that viewed the bid | 0 |

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- Based upon the bid responses and per the attached bid tabulation; it is in the City's best interest to combined all proposals and award a single contract to the total low bidder, *Ferguson Waterworks of Warren, MI*.
- Bid pricing from *Etna Supply Company* is held firm only to June 23, 2023. Bid specifications require that pricing be held firm for the entire contract period which expires one calendar year from July 1, 2022 or date of award, whichever is later. Additionally, Etna indicated that their bid was not to be broken up and quoted lead times of 36 weeks. Therefore, *Ferguson Waterworks* is the low bidder meeting specifications and pricing requirements.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are available in the operating budgets for the Water and Sewer Division for the 2023 Fiscal Year. These funds will be drawn primarily from three accounts; Maintenance of Mains 591.537.541.7740.010, Maintenance of Service 591.537.542.7740.010, and Maintenance of Hydrants 591.537.544.7740.010.

Recommendation

City Management recommends awarding a one (1) year contract for Water System Materials, to overall low bidder meeting specifications, *Ferguson Waterworks of Warren, MI* for an estimated total cost of \$250,337.50 at unit prices contained in the bid tabulation opened June 23, 2022; to be ordered on an as needed basis.

Opening Date: 06/23/2022
Date Reviewed: 06/23/2022

CITY OF TROY
BID TABULATION
WATER SYSTEM
MATERIALS

ITB-COT 22-24
Page 1 of 3

| | | |
|---------------------|---------------------|---------------------|
| Vendor Name: | Ferguson Waterworks | Etna Supply Company |
| City: | Warren, MI | Grand Rapids, MI |

PROPOSAL: TO FURNISH ONE (1) YEAR REQUIREMENTS OF WATER SYSTEM MATERIALS

ITEM #1: CURB BOX ITEMS - MINNEAPOLIS PATTERN - THREAD ON

| Line # | Est Qty | Description | Unit Price | Total | Unit Price | Total |
|----------------------------|---------|--|---------------------|-------------|--------------------|-------------|
| 1. | 300 | 1" Curb Box Mueller extension curb box w/45" stationary rod #82866 Mueller #10312-99000 or Ay McDonald w/42" rod #5660 AY McDonald #5613 | \$60.00 | \$18,000.00 | \$58.70 | \$17,610.00 |
| 2. | 25 | 1 1/2" Curb Box Mueller #10304-99000 2 piece lid, 2" top pipe, 3" bottom tap, 66" extension AY McDonald #5624 2 piece lid, 2 piece lid, 2" top pipe, 3" bottom tap, 5 1/2 or 66" extended | \$104.00 | \$2,600.00 | \$99.80 | \$2,495.00 |
| 3. | 25 | 2" Curb Box Mueller #10304-99002 2 piece lid, 2" top pipe, 3 1/2" bottom tap, 66" extension AY McDonald #5625 2 piece lid, 2" top pipe, 3 1/2" bottom tap, 5 1/2 or 66" extended | \$104.00 | \$2,600.00 | \$99.80 | \$2,495.00 |
| TOTAL LINE ITEM #1: | | | \$23,200.00 | | \$22,600.00 | |
| Manufacturer/Model # | | | AY McDonald/Mueller | | Mueller | |

ITEM #2: WATER SERVICE PARTS

| Line # | Est Qty | Description | Unit Price | Total | Unit Price | Total |
|-------------------|---------|---|-------------|-------------|-------------|-------------|
| Corporation Stops | | | | | | |
| 1. | 100 | 1" Corporation Stop with nut Mueller B25000 or approved alternate | \$66.50 | \$6,650.00 | \$66.55 | \$6,655.00 |
| 2. | 100 | 1 1/2" Corporation Stop with nut Mueller B25000 or approved alternate | \$158.50 | \$15,850.00 | \$158.60 | \$15,860.00 |
| 3. | 100 | 2" Corporation Stop with nut Mueller B25000 or approved alternate | \$276.50 | \$27,650.00 | \$277.00 | \$27,700.00 |
| TOTAL | | | \$50,150.00 | | \$50,215.00 | |
| Brass Fittings | | | | | | |
| 4. | 100 | 1" x 3/4" CCU or 3-part Unions H-15400N Mueller or approved alternate | \$28.50 | \$2,850.00 | \$28.15 | \$2,815.00 |
| 5. | 100 | 1" CCU or 3-part Unions H-15400N Mueller or approved alternate | \$33.00 | \$3,300.00 | \$33.25 | \$3,325.00 |
| 6. | 100 | 1-1/2" CCU or 3-part Unions H-15400 Mueller or approved alternate | \$100.50 | \$10,050.00 | \$100.60 | \$10,060.00 |
| 7. | 100 | 2" CCU or 3-Part Unions H- 15400N Mueller or approved alternate | \$164.00 | \$16,400.00 | \$164.15 | \$16,415.00 |
| TOTAL | | | \$32,600.00 | | \$32,615.00 | |
| 8. | 25 | 3/4" x 1" PBC or Piggy Back Coupling H-15062 Mueller or approved alternate | \$27.50 | \$687.50 | \$27.85 | \$696.25 |
| TOTAL | | | \$687.50 | | \$696.25 | |

CITY OF TROY
 BID TABULATION
 WATER SYSTEM
 MATERIALS

ITB-COT 22-24
 Page 2 of 3

| | | | | | | |
|---|-----|---|------------------------|-------------|---------------------|-------------|
| Vendor Name: | | | Ferguson Waterworks | | Etna Supply Company | |
| City: | | | Warren, MI | | Grand Rapids, MI | |
| Curb Stops | | | | | | |
| 9. | 100 | 1" CBS or Curb Stops Ford Z22 444M-NL or approved alternate | \$108.00 | \$10,800.00 | \$120.10 | \$12,010.00 |
| 10. | 100 | 1 1/2" CBS or Curb Stops Mueller B-25154N or approved alternate | \$267.00 | \$26,700.00 | \$267.00 | \$26,700.00 |
| 11. | 100 | 2" CBS or Curb Stops Mueller B-25154N or approved alternate. | \$420.00 | \$42,000.00 | \$431.85 | \$43,185.00 |
| TOTAL | | | \$79,500.00 | | \$81,895.00 | |
| Brass Bends | | | | | | |
| 12. | 100 | 1 1/2"- 45 Degree Brass Bend Mueller H-15063N or approved alternate | \$98.00 | \$9,800.00 | \$98.45 | \$9,845.00 |
| 13. | 100 | 2"- 45 Degree Brass Bend Mueller H-15063N or approved alternate | \$182.00 | \$18,200.00 | \$181.90 | \$18,190.00 |
| 14. | 100 | 1"- 90 Degree Brass Bend Mueller H-15068N or approved alternate | \$35.00 | \$3,500.00 | \$35.60 | \$3,560.00 |
| 15. | 100 | 1 1/2" - 90 Degree Brass Bend Mueller H-15068N or approved alternate | \$114.00 | \$11,400.00 | \$113.75 | \$11,375.00 |
| 16. | 100 | 2" - 90 Degree Brass Bend Mueller H-15068N or approved alternate | \$213.00 | \$21,300.00 | \$212.85 | \$21,285.00 |
| TOTAL | | | \$64,200.00 | | \$64,255.00 | |
| Manufacturer/Model # | | | Mueller/Ford Meter Box | | Mueller | |
| TOTAL LINE ITEM #2: | | | \$227,137.50 | | \$229,676.25 | |
| GRAND TOTAL ALL ITEMS: | | | \$250,337.50 | | \$252,276.25 | |
| ITEM #3: <u>Stainless Steel Repair Clamps</u> Single & Double Band, Solid and CC tap connections 1", 1 1/2", 2", Sizes 2" through 24" (US Manufactured, no iron lugs or bolts). | | | | | | |
| Discount: | | | 50.00% | | 15.00% | |
| Manufacturer: | | | Ford Meter Box | | Mueller | |
| Parts Price List: | | | Section L | | Repair Clamps | |
| Date: | | | 1/1/2022 | | At time of purchase | |
| ITEM #4: <u>Brass Saddle Brass Tap Saddles</u> , 100% lead free, no steel bands, cc taps 3/4", 1", 1 1/2", 2", size ranges 4" through 24" (US Manufactured). | | | | | | |
| Discount: | | | 40.00% | | 15.00% | |
| Manufacturer: | | | Ford Meter Box | | Mueller | |
| Parts Price List: | | | Sections AA | | Brass Saddler | |
| Date: | | | 1/1/2022 | | At time of purchase | |
| ITEM #5: <u>Mueller Complete Fire Hydrant & Valve Parts.</u> | | | | | | |
| Discount on Mueller complete fire hydrants: | | | 25.00% | | 0.00% | |
| Discount: | | | 5.00% | | 15.00% | |
| Manufacturer: | | | Mueller | | Mueller | |
| Parts Price List: | | | Iron Products | | Hydrant Parts | |
| Date: | | | none provided | | At time of purchase | |

CITY OF TROY
 BID TABULATION
 WATER SYSTEM
 MATERIALS

ITB-COT 22-24
 Page 3 of 3

| | | | |
|--|--|-------------------------|---------------------|
| Vendor Name: | | Ferguson Waterworks | Etna Supply Company |
| City: | | Warren | Grand Rapids |
| Delivery: | | | |
| Company's minimum shipment: | | NA | 0 |
| Days within phone request: | | 5 to 180 | 36 week lead time |
| Hours of Operation: | | 7:00AM to 5:00PM | 7:00AM - 5:00PM |
| 24 Hour Phone No.: | | 810 691-2823 | 616-245-4373 |
| Contact Person: | | David M. Hobson | Chad Hart |
| Descriptive Literature Provided: Y or N | | No response | Specs |
| Payment Terms: | | Net 30 | Net 30 |
| Warranty: | | Manufacturer's Warranty | Manufacturer |
| Delivery: | | 5 to 180 | 36 week lead time |
| Exceptions: | | No response | N/A |
| Acknowledgement: Y or N | | Y | Y |
| Allow bid to be broken up: Y or N | | Y | N |
| Forms: Y or N | | Y | Y |
| Low Bidder Meeting Specifications | | | |

ATTEST:

(*Bid Opening conducted via a Go-To Meeting)

Andrew Chambliss

Emily Frontera

Paul Trosper

Heather Chomiak

Emily Frontera

Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Brian Goul, Recreation Director
Kurt Bovensiep, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Cooperative Purchasing Contract – Phase III and IV Roof Replacement at the Community Center and Flat Roof Replacement at the Fire and Police Training Center and Budget Amendment

History

- Community Center
 - The Community Center was constructed in 2 separate phases. The first phase was built in 2002 and consisted of the west portion of the facility with the east portion following in 2003. The original roofing contractor went out of business sometime after the completion of the Recreation Center.
 - The manufacturer warranty for the roof expired on March 16, 2018.
 - In 2018 a complete facility condition assessment (FCA) and analysis was conducted and identified the recommendation to replace the roof at the Community Center through the regular capital renewal process.
 - The roof at the Community Center consists of two different types of roofs. The primary type of roof is a 3-ply modified asphalt built up-roof with a gravel surface. The secondary type of roof is a single ply EPDM (ethylene-propylene diene monomer) roof or simply a synthetic rubber roof. This is the roof that has failed.
 - The FCA recommended that the secondary roof be replaced in 2023.
 - On April 22, 2019 Troy City Council approved the expenditure of \$100,000 to repair the roof in several areas to extend the roof life (Resolution #2019-04-042-J-4f). This action allowed for the roof to be phased into smaller projects.
 - On August 24, 2020 Troy City Council approved Phase I Barrel Roof Replacement (Resolution #2020-08-119-J-4e).
 - On July 12, 2021 Troy City Council approved Phase II of the Community Center Roof Replacement (Resolution #2021-07-108-J-4c).
 - Replacement of Phase III and IV will conclude the roof repairs at the Community Center.



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CITY COUNCIL AGENDA ITEM

- Fire and Police Training Center
 - The Fire and Police Training center was constructed in 2001 and provides countless opportunities for training to the Fire and Police Departments.
 - In addition to the internal training provided, the Fire and Police Training Center has become a destination for regional and national training opportunities.
 - The existing roof has reached the end of life and has experienced several roof leaks requiring frequent service.
 - Roof replacement was identified in the Facilities Condition Assessment and Analysis as part of the annual capital renewal process.

Purchasing

On June 23, 2022 a bid opening was conducted as required by City Charter and Code for the Community Center Phase III and IV, and Fire and Police Training Center Roof Replacements. The bid was posted on the Michigan Inter-governmental Trade Network website; www.bidnetdirect.com/city-of-troy-mi. A Mandatory Onsite Pre-Bid Meeting was held at all locations at 10:00am on Thursday, June 9, 2022 to review bid specifications and site plans. Two hundred and eleven (211) vendors were notified via the MITN website. Four (4) bid proposals were received. Below is a detailed summary of potential vendors for the bid opportunity:

| | | |
|---|-----|--|
| Companies notified via MITN | 211 | <p>MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</p> <p>Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p>Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p>Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.</p> |
| Troy Companies notified via MITN | 11 | |
| Troy Companies notified - Active email Notification | 11 | |
| Troy Companies - Active Free | 0 | |
| Companies that viewed the bid | 26 | |
| Troy Companies that viewed the bid | 1 | |

- The bid summary was analyzed and reviewed in conjunction with the Facilities Department.
- It is recommended to award the roofing projects to the low bidder(s) meeting all bid specifications as summarized below and as detailed in the attached bid summary.
- Schena Roofing & Sheet Metal Co. Inc. was not selected because they failed to provide the required warranty term, grossly underestimated labor costs, and over/under estimated more than 50% of the roofing materials without explanations. Bid specifications require a two-year warranty and an explanation for material quantities substantially quoted below or above the anticipated requirements for the Project.
- It is recommended to award the Community Center Phase III and IV and Fire and Police Training Center to the low bidder meeting all specifications and pricing requirements; *Lutz Roofing Co of Shelby Township, MI*.

| Community Center Phase III & IV | | Fire and Police Training Center | |
|---------------------------------|-----------------------|---------------------------------|---------------------|
| Lutz Roofing Co. | \$977,000.00 | Lutz Roofing Co. | \$107,500.00 |
| Garland Co. | \$1,164,303.00 | Garland Co. | \$108,178.00 |
| Estimated Total | \$2,141,303.00 | Estimated Total | \$215,678.00 |
| Contingency | \$214,000.00 | Contingency | \$21,568.00 |
| Est Grand Total | \$2,355,303.00 | Est Grand Total | \$237,246.00 |



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CITY COUNCIL AGENDA ITEM

- *Lutz Roofing Company, Inc.* will provide all labor, equipment, tools and supervision necessary for roof replacement as per all bid specifications.
- A 30-year materials and labor warranty is included.
- The roofing materials will be purchased direct from *The Garland Company, Inc.* based on the OMNIA Partners Cooperative Purchasing Contract PW-1925.

Financial

Funds for the Community Center Roof project are budgeted and available in the Community Center Capital Project Fund for the 2023 fiscal year. Expenditures will be charged to account number 401.752.755.7975.125.

Funds for the Fire and Police Training Center Roof are budgeted in the amount of \$210,000 for the 2023 fiscal year. The acquisition will require a budget amendment in the amount of \$27,250. Expenditures will be charged to account number 401.264.261.7975.

Recommendation

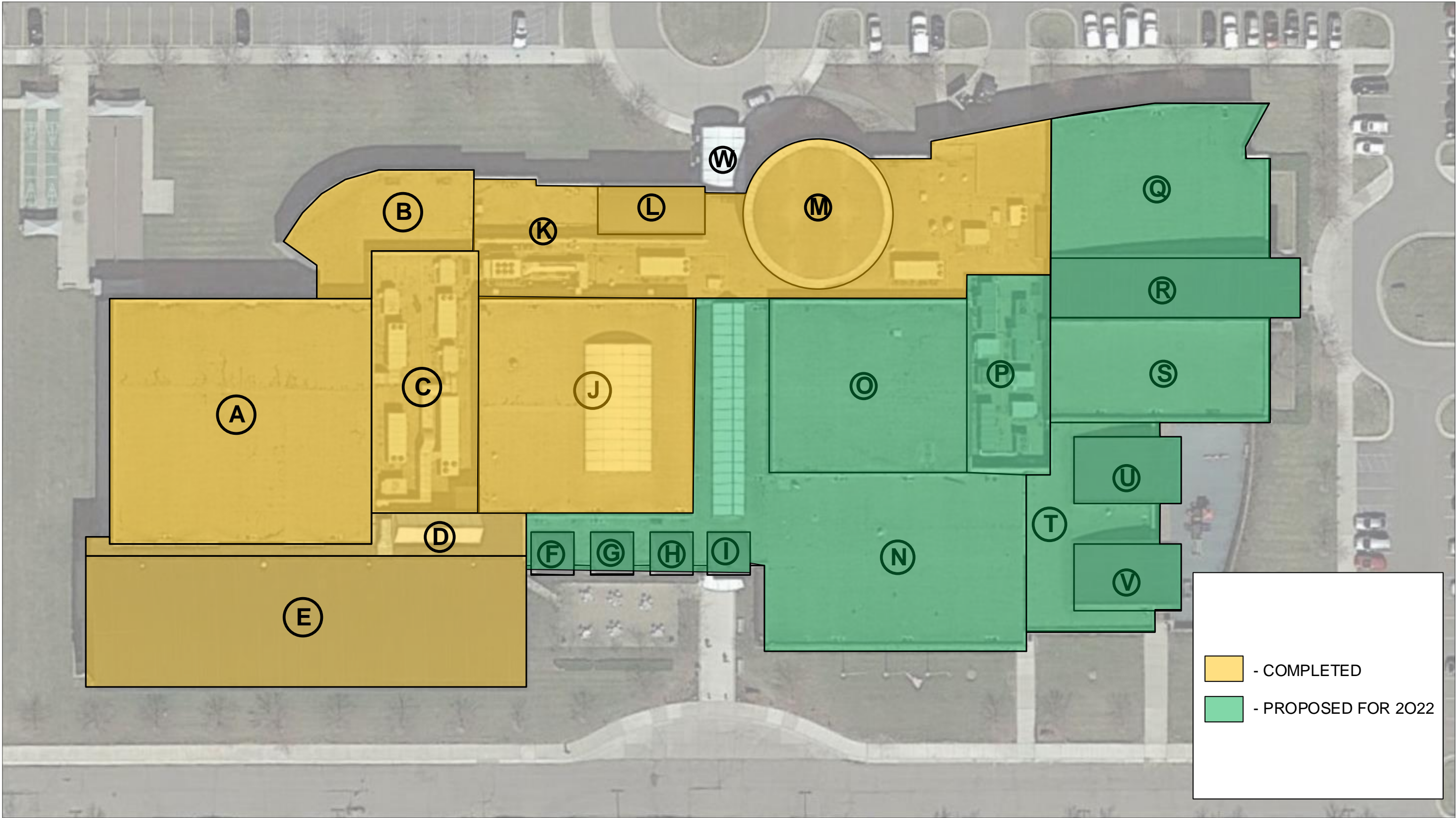
City Management recommends awarding contracts for the roof replacement for Phase III and IV of the Community Center Roof as per bid specifications to the lowest qualified bidder meeting specifications, *Lutz Roofing Company, Inc of Shelby Township, MI* for an estimated total cost of \$977,000 at unit prices contained in the bid tabulation opened June 23, 2022 and to *Garland-DBS, Inc. of Cleveland, OH* based on the OMNIA Partners Cooperative Purchasing Contract for \$1,164,303 for an estimated total of \$2,141,303 with a contingency of \$214,000 for a total amount not to exceed \$2,355,303.

City Management recommends awarding contracts for the roof replacement at the Fire and Police Training Center; as per bid specifications to the lowest qualified bidder meeting specifications, *Lutz Roofing Company, Inc of Shelby Township, MI* for an estimated total cost of \$107,500 at unit prices contained in the bid tabulation opened June 23, 2022 and to *Garland-DBS, Inc. of Cleveland, OH* based on the OMNIA Partners Cooperative Purchasing Contract for \$108,178 for an estimated total of \$215,678 with a contingency of \$21,568 for a total amount not to exceed \$237,246.

It is also recommended that City Council approve a budget amendment to the Fire and Police Training Center Capital Fund in the amount of \$27,250.



City of Troy - Campus
TROY, MICHIGAN






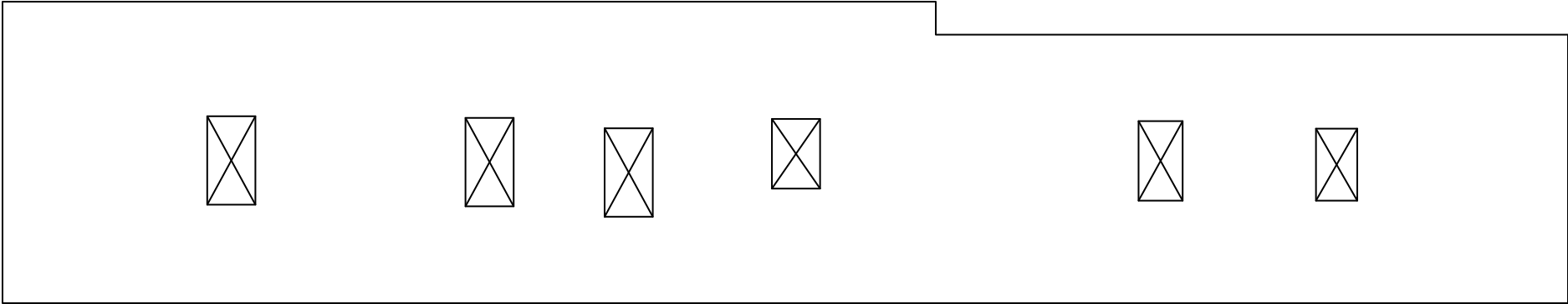
City of Troy - Campus

TROY, MICHIGAN



 - PROPOSED FOR 2022

TRAINING CENTER ROOF AREA



TRAINING CENTER ROOF PLAN

| | | | | |
|-----------|---|-----------------|-------------|----------------|
| REVISION: | | TRAINING CENTER | | |
| | △ | | SECTION ALL | |
| | △ | | Section 1 | |
| SHEET: | 6 | OF | 7 | DATE: 11-25-21 |
| | | | | JOB NUMBER: |
| | | | | DWG BY: |
| | | | | CHK BY: |



THE GARLAND COMPANY INC.
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9336 / FAX (216) 641-0633

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER, TRAINING CENTER AND COURT

| | | | | | | | | |
|---|-----------------------------------|------------|-----------------|------------|---|---------------------------|------------------------------|--------------------------|
| Vendor Name: City: Check #: Check Amount: | | | | | Schena Roofing & Sheet Metal Co. Inc. | Royal Roofing Co. Inc. | Lutz Roofing Company, Inc | Schreiber Corporation |
| | | | | | Chesterfield, MI | Orion, MI | Shelby Twp., MI | Wixom, MI |
| | | | | | EFT 116374463 | 2015804609 | 1142561151 | 9468425264 |
| | | | | | \$25,003 | \$25,000 | \$25,000 | \$25,000 |
| PROPOSAL: TO COMPLETE THE ROOF REPLACEMENT FOR THE CITY OF TROY COMMUNITY CENTER, FIRE & POLICE TRAINING CENTER AND COURT BUILDING. | | | | | | | | |
| PROPOSAL 1: Community Center (Remaining Sections) | | | | | | | | |
| Community Center Base Bid (Remaining Sections) Labor: | | | | | \$864,160.00 | \$985,000.00 | \$977,000.00 | \$1,210,000.00 |
| Materials: | | | | | \$1,217,227.96 | \$1,167,109.00 | \$1,164,303.13 | \$1,253,398.26 |
| Community Center (Remaining Sections) Labor, Materials & Shipping: | | | | | \$2,081,387.96 | \$2,152,109.00 | \$2,141,303.13 | \$2,463,398.26 |
| PROPOSAL 2: Training Center Low Slope Roof | | | | | | | | |
| Training Center Low Slope Roof Labor: | | | | | \$117,100.00 | \$116,000.00 | \$107,500.00 | \$125,000.00 |
| Materials: | | | | | \$113,119.34 | \$103,331.21 | \$108,177.96 | \$114,796.69 |
| Training Center Low Slope Roof Labor, Materials & Shipping: | | | | | \$230,219.34 | \$219,331.21 | \$215,677.96 | \$239,796.69 |
| PROPOSAL 3: Court Mechanical Pit Roof - Optional for Budgeting Purposes | | | | | | | | |
| Court Mechanical Pit Roof Labor: | | | | | \$171,160.00 | \$218,000.00 | \$288,000.00 | \$352,000.00 |
| Materials : | | | | | \$168,657.79 | \$171,035.90 | \$167,104.70 | \$182,400.74 |
| Court Mechanical Pit Roof Labor, Materials & Shipping: | | | | | \$339,817.79 | \$389,035.90 | \$455,104.70 | \$534,400.74 |
| GRAND TOTAL: | | | | | \$2,651,425.09 | \$2,760,476.11 | \$2,812,085.79 | \$3,237,595.69 |
| LINE ITEM COST: Should additional work be determined necessary once roofing is removed, the following prices are to be used as <i>unit</i> costs per determined quantity during construction. | | | | | | | | |
| Line Item Cost for Wood Blocking Replacement: | | | | LF | \$4.20 | \$9.00 | \$8.00 | \$8.50 |
| Line Item Cost for Metal Decking Replacement: | | | | SF | \$14.50 | \$18.00 | \$15.00 | \$12.50 |
| Line Item Cost for Concrete Decking Repair: | | | | SF | \$12.50 | \$140.00 | T&M | \$45.00 |
| Line Item Cost for Drain Replacement: | | | | EA | \$1,600.00 | \$3,500.00 | \$2,850.00 | \$3,500.00 |
| COMMUNITY CENTER - Remaining Sections (2022) | | | | | | | | |
| Product # | Product Name | Unit/Size | Coverage Rate | Unit Cost | Quantity | Quantity | Quantity | Quantity |
| 7347 | InsuLock HR | Kit | 600 sq. ft. | \$424.71 | 185 | 105 | 124 | 140 |
| 4411-80 | StressBase 80 | Roll | 150 sq. ft. | \$256.41 | 475 | 480 | 460 | 500 |
| 4702 | Optimax FR Mineral | Roll | 75 sq. ft. | \$524.70 | 349 | 322 | 320 | 336 |
| 7301-5 | GreenLock Membrane Adhesive | 5 gallon | 2.5 gal/sq. | \$431.64 | 919 | 920 | 936 | 1,010 |
| 4601-G | Milennium Smooth Cap | Roll | 100 sq. ft. | \$427.68 | 460 | 490 | 460 | 500 |
| 4603-G | Milennium Mineral Cap | Roll | 75 sq. ft. | \$500.94 | 0 | 0 | 0 | 0 |
| 4113 | HPR Torch Base | Roll | 100 sq. ft. | \$274.23 | 0 | 0 | 0 | 0 |
| 7343-5 | Black-Knight Cold | 5 gallon | 5 gal/sq. | \$240.57 | 0 | 0 | 0 | 0 |
| 7343-55 | Black-Knight Cold | 55 gallon | 5 gal/sq. | \$2,493.81 | 0 | 0 | 0 | 0 |
| 7302-3 | GreenLock Flashing Adhesive | 3.5 gallon | 5 gal/sq. | \$363.33 | 390 | 345 | 345 | 360 |
| 7411-5 | GarlaBrite | 5 gallon | 0.75 gal/sq. X2 | \$279.18 | 60 | 60 | 65 | 72 |
| 7110-5 | Flashing Bond | 5 gallon | 5 gal/sq. | \$132.66 | 165 | 165 | 165 | 180 |
| EDGE22KYN8 | R-Mer Edge Fascia | 22 gallon | 8" x 120" | \$169.50 | 95 | 94 | 93 | 102 |
| MEMO22KYN8 | R-Mer Edge Fascia - Outside Miter | 22 gallon | | \$115.05 | 14 | 14 | 14 | 14 |
| 4131 | Flat Stock | 24 gallon | 4' x 10' | \$184.00 | 170 | 170 | 170 | 190 |
| Shipping est \$11,000 | | | TOTAL | | \$1,217,227.96 | \$1,167,109.00 | \$1,164,303.13 | \$1,253,398.26 |

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER, TRAINING CENTER AND COURT

| Vendor Name: | | | | | Schena Roofing & Sheet Metal Co., Inc. | Royal Roofing Co. Inc. | Lutz Roofing Company, Inc | Schreiber Corporation |
|---|-----------------------------------|------------|-----------------|--------------|--|------------------------|---------------------------|-----------------------|
| City: | | | | | Chesterfield, MI | Orion, MI | Shelby Twp., MI | Wixom, MI |
| TRAINING CENTER ROOF (2022) | | | | | | | | |
| Product # | Product Name | Unit/Size | Coverage Rate | Unit Cost | Quantity | Quantity | Quantity | Quantity |
| 7347 | InsuLock HR | Kit | 600 sq. ft. | \$424.71 | 26 | 21 | 21 | 12 |
| 4411-80 | StressBase 80 | Roll | 150 sq. ft. | \$256.41 | 43 | 40 | 40 | 44 |
| 4702 | Optimax FR Mineral | Roll | 75 sq. ft. | \$524.70 | 29 | 20 | 20 | 20 |
| 7301-5 | GreenLock Membrane Adhesive | 5 gallon | 2.5 gal/sq. | \$431.64 | 80 | 76 | 80 | 88 |
| 4601-G | Milennium Smooth Cap | Roll | 100 sq. ft. | \$427.68 | 43 | 44 | 50 | 55 |
| 4113 | HPR Torch Base | Roll | 100 sq. ft. | \$274.23 | 0 | 0 | 0 | 0 |
| 7343-5 | Black-Knight Cold | 5 gallon | 5 gal/sq. | \$240.57 | 0 | 0 | 0 | 0 |
| 7343-55 | Black-Knight Cold | 55 gallon | 5 gal/sq. | \$2,439.81 | 0 | 0 | 0 | 0 |
| 7302-3 | GreenLock Flashing Adhesive | 3.5 gallon | 5 gal/sq. | \$363.33 | 35 | 30 | 33 | 36 |
| 7411-5 | GarlaBrite | 5 gallon | 0.75 gal/sq. X2 | \$279.18 | 2 | 3 | 2 | 3 |
| 7110-5 | Flashing Bond | 5 gallon | 5 gal/sq. | \$132.66 | 10 | 15 | 20 | 24 |
| EDGE22KYN8 | R-Mer Edge Fascia | 22 gallon | 8" x 120" | \$169.50 | 0 | 0 | 0 | 18 |
| MEMO22KYN8 | R-Mer Edge Fascia - Outside Miter | 22 gallon | | \$115.05 | 0 | 0 | 0 | 3 |
| 4131 | Flat Stock | 24 gallon | 4' x 10' | \$184.00 | 18 | 18 | 13 | 5 |
| Shipping est \$5,000 | | | | TOTAL | \$113,119.34 | \$103,331.21 | \$108,177.96 | \$114,796.69 |
| COURT MECHANICAL PIT ROOF (2022) | | | | | | | | |
| Product # | Product Name | Unit/Size | Coverage Rate | Unit Cost | Quantity | Quantity | Quantity | Quantity |
| 7347 | InsuLock HR | Kit | 600 sq. ft. | \$424.71 | 20 | 18 | 12 | 14 |
| 4411-80 | StressBase 80 | Roll | 150 sq. ft. | \$256.41 | 50 | 50 | 50 | 54 |
| 4702 | Optimax FR Mineral | Roll | 75 sq. ft. | \$524.70 | 30 | 30 | 30 | 32 |
| 7301-5 | GreenLock Membrane Adhesive | 5 gallon | 2.5 gal/sq. | \$431.64 | 95 | 90 | 100 | 108 |
| 4601-G | Milennium Smooth Cap | Roll | 100 sq. ft. | \$427.68 | 55 | 57 | 55 | 60 |
| 4113 | HPR Torch Base | Roll | 100 sq. ft. | \$274.23 | 0 | 0 | 0 | 0 |
| 7343-5 | Black-Knight Cold | 5 gallon | 5 gal/sq. | \$240.57 | 0 | 0 | 0 | 0 |
| 7343-55 | Black-Knight Cold | 55 gallon | 5 gal/sq. | \$2,493.81 | 0 | 0 | 0 | 0 |
| 7302-3 | GreenLock Flashing Adhesive | 3.5 gallon | 5 gal/sq. | \$363.33 | 35 | 30 | 36 | 40 |
| 7411-5 | GarlaBrite | 5 gallon | 0.75 gal/sq. X2 | \$279.18 | 2 | 3 | 4 | 6 |
| 7110-5 | Flashing Bond | 5 gallon | 5 gal/sq. | \$132.66 | 20 | 20 | 27 | 30 |
| EDGE22KYN8 | R-Mer Edge Fascia | 22 gallon | 8" x 120" | \$169.50 | 0 | 0 | 0 | 0 |
| MEMO22KYN8 | R-Mer Edge Fascia - Outside Miter | 22 gallon | | \$115.00 | 0 | 0 | 0 | 0 |
| 4131 | Flat Stock | 24 gallon | 4' x 10' | \$184.00 | 42 | 80 | 31 | 34 |
| | R-Mer Wall Panels "Std Color" | 22 gallon | | \$8.35 | 2,800 | 2,640 | 2,800 | 3,100 SF |
| SSCLIPPAN | R-Mer Wall Clips | 16 gallon | Per 100 pcs | \$69.96 | 13 | 10 | 11 | 12 |
| | Hydroshell SA60 | Roll | | \$310.86 | 20 | 22 | 20 | 24 |
| | Horizontal Subgirts | Ln. Ft. | | \$45.47 | 130 | 130 | 130 | 130 |
| Shipping est \$7,000 | | | | TOTAL | \$168,657.79 | \$171,035.90 | \$167,104.70 | \$182,400.74 |

Opening Date: 06/23/2022
Reviewed Date: 06/23/2022

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER, TRAINING CENTER AND COURT

ITB-COT 22-21
Pg. 3 of 3

| Vendor Name: | | Schena Roofing & Sheet Metal Co., Inc. | Royal Roofing Co. Inc. | Lutz Roofing Company, Inc | Schreiber Corporation |
|--|--------|--|---|--|--------------------------------------|
| City: | | Chesterfield, MI | Orion, MI | Shelby Twp., MI | Wixom, MI |
| State Proposal 3 Start Date (anticipated & approximate): | | Oct-22 | TBD - Dependent on Materials | TBD Based on Material & Labor availability | Summer 2023 if material is available |
| Anticipated Duration to Complete: | | Not Specified | | | |
| State Warranty: | | 18 months | Garland | 30 year & 40 year | 2 year contractor warranty |
| Attended Mandatory Pre-Bid Meeting: | Y or N | Y | Y | Y | Y |
| Completed Bid Compliance Form: | Y or N | Y | Y | Y | Y |
| Contact Information: Hours of Operation: | | 7:30AM-4:00PM | 6 - 4 PM | 7AM - 5PM | M-F 7AM-4PM |
| 24 Hour Phone #: | | 586-940-0395 | 248-276-7663 | 586-739-1148 | 313-310-0942 |
| Proposed Payment Schedule: | | Net 30 | Monthly Net 30 | Monthly Billing; Net 30 | Net 30 |
| References: | Y or N | Y | Y | Y | Y |
| Insurance: | Y or N | Y | Y | Y | Y |
| Payment Terms: | | Net 30 | Net 30 | Net 30 | Net 30 |
| Warranty: | | Not Specified | Garland | 30 or 40 year | As Specified |
| Completion: | | Not Specified | TBD (dependent on Materials) | Not Specified | Not Specified |
| Exceptions: | | None | Asbestos Removal (if found) Interior Protection | Cannot Guarantee Completion by 11/15/22; Provided material pricing is not guaranteed until time of shipment. | None |
| Acknowledgement: | Y or N | Y | Y | Y | Y |
| Signed Addendum: | Y or N | Y | Y | Y | Y |
| Forms: | Y or N | Y | Y | Y | Y |
| Quantity adjusted to reflect minimum required to complete the project per scope. | | Low Bidder Meeting Specifications | | | |

Attest:

(*Bid Opening conducted via a Go-To Meeting)

Joe Lagarde
Andrew Chambliss
Heather Chomiak
Brad Konvolinka - Garland
Matt Verhey - Garland
Joe Sekula - Lutz Roofing

Emily Frontera
Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative Contract – Ventilation System Replacement – Department of Public Works Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage

History

The Department of Public Works was constructed in two phases. In 1975 the original section included the Fleet garage and the Water/Sewer garage. In 1984 a 14,500 square foot addition was added on the north side of the building to serve as the Streets Equipment Garage. When the garage facilities were constructed, adequate ventilation systems were designed, installed and in compliance with the existing code.

The Facilities Condition Assessment and Analysis identified the existing ventilation system in all three garages had reached the end of life and needed to be replaced. These systems do not function as they were designed and are also no longer in compliance with the building code. Troy City Council approved a contract with OHM to perform the design and engineering for a replacement ventilation system (Resolution #2021-01-015-J-5). The project was initially put out to bid in June of 2021. The bids that were received were significantly over budget. At that time City Management decided to postpone the project until additional funds could be allotted during the normal budget process.

Purchasing

- Pricing for the Department of Public Works Ventilation System Replacement has been secured from *Limbach Inc. of Pontiac, MI* through the Oakland County Cooperative Contract #005013 for an estimated cost of \$682,200 as detailed in the attached proposal.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160)

Financial

Funds are budgeted and available for the Ventilation System Replacement in the following Capital Fund Accounts for the 2023 fiscal year:

| | <u>Capital Fund Account</u> | <u>Amount</u> |
|------------|-----------------------------|---------------|
| Streets | 401.447.479.7975.900 | \$161,000 |
| Sewer | 590.527.535.7975.900 | \$96,200 |
| Motor Pool | 661.549.565.7975.900 | \$425,000 |



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CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends the bid process be waived and a contract be awarded to *Limbach Inc. of Pontiac, MI* for the ventilation system replacement in the Department of Public Works, Streets Equipment Garage, Water/Sewer Garage, and Fleet Garage for an estimated cost of \$682,200.00 not to exceed budgetary limitations, as detailed in the attached proposal and per the Oakland County Purchasing Cooperative Contract #005013.



June 14, 2022

City of Troy
Dennis Trantham
500 West Big Beaver
Troy MI 48084

SUBJECT: City of Troy DPW Ventilation Upgrades – Updated Pricing

Limbach Co. is pleased to provide you with a proposal to furnish and install Ventilation Upgrades for the above-referenced project, in accordance with the plans and specifications, and addendum #1:

Scope of Work

1. Provide Labor, Material, Equipment, and Supervision to perform the following:
2. Complete demolition and disposal of as shown on the drawings.
3. Furnish and Install 3 Make up Air Units per schedule.
4. Furnish and Install 8 Exhaust Fans per schedule.
5. Furnish and Install 2 Gravity Intake Hood
6. Furnish and Install 10 Hose Reels
7. Furnish and install new duct system.
8. Furnish and install grilles, registers, and diffusers.
9. Furnish and Install new gas piping welded above 2"
10. Coordinate with Consumer Energy for new meter arrangement.
11. Furnish and install temperature controls as shown.
12. Furnish and Install electrical Work as shown.
13. Furnish and install concrete work as shown.
14. Furnish and Install Steel framing as needed for roof opening.
15. Furnish and Install roofing as needed for new curbs and roof opening from approved roofing Contractor.
16. Furnish and Install Insulation on the new ductwork as required.
17. Test, check, and start for proper operations.
18. Provide Air balancing.
19. Provide As-Built drawings for the scope of work.
20. 1- year craftsmanship warranty.
21. Sales Tax

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Qualifications

1. All work is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm (except holidays), unless specifically noted in scope of work.
2. The crane set up location will be in a mutually agreed upon location and will have adequate space in the parking lot for the crane to set up for the lift. Limbach will block off the lift area with caution cones/tape to keep pedestrians safe.
3. During crane lift, the 2-floors below swing area on roof will have staff cleared for safety. Lifts will be prescheduled in advance.
4. Limbach will arrive at the site and field measure all the required piping that will be needed. Limbach will then prefab as much of the piping as possible in our shop and later deliver to the site to be installed utilizing a crane. This will help minimize system downtime onsite.
5. We are to be furnished with accessible and adequate access to the building during the installation including a location for storage of our materials and tools.
6. It is assumed that all existing equipment, controls, piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
7. This proposal is based on The Limbach Company industry standard material and methods which meet or exceed state and local codes.
8. Sheet metal fabrication will be per Limbach Company shop standards, which meet or exceed SMACNA and Michigan standards.
9. We require, without cost to us for service or energy, temporary electrical power for lighting, welding, tool, and construction equipment operations at reasonable locations, as required for the performance of our work.
10. Although we include cleanup and removal of debris from our work, we exclude sweeping, vacuuming, dusting, washing, window cleaning, etc.
11. We require adequate time to rough-in material and equipment prior to construction of ceiling grids, ceilings, or walls.
12. This proposal is based on mutually agreed upon terms and conditions between the prime contractor and Limbach.
13. All labor to be accomplished with Union personnel.
14. The attached General Conditions of Proposal is integral with this proposal.
15. **The pricing is per Oakland County Contract 005013.**
16. This proposal is valid for thirty (30) days.

Exclusions

1. Premium time labor.
2. Project Contingency
3. New controls/life safety controls and integration into BAS (if applicable).
4. Other repairs needed that are found on existing system during the installation.

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5. Work not clearly indicated on plans.
6. Temporary HVAC.
7. Any required excavating.
8. Any required fire alarm/fire sprinkler system work.
9. Disable or bypass of smoke detection systems during construction activities.
10. Testing/removal of asbestos and any other hazardous materials.
11. Liquidated damages.

Pricing

As proposed, we are pleased to quote:

Total cost for above scope of work.....\$682,200.00

Cost Breakdown

| | |
|-----------------------------|-----------|
| Area A - Street Maintenance | \$161,000 |
| Area B - Fleet Maintenance | \$425,000 |
| Area C - Water Garage | \$96,200 |

Respectfully submitted,

LIMBACH COMPANY

Kyle Maurer
Account Manager

Approved by:

Signature

Date

Print Name

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Scope of Work:

The Work to be performed by Limbach Company LLC ("Limbach") under this Proposal is as stated in the Scope of Work section. Any Work not specifically identified in this Proposal's Scope of Work section is not included. Acceptance of a contract by Limbach based on this Proposal is contingent upon a satisfactory final review of the scope of work and mutual agreement upon reasonable contract language consistent with these General Terms and Conditions.

Progress Payments and Retention:

Progress payments will be made to Limbach for Work performed in job set up, Work installed, and for equipment and materials suitably stored at the site or off-site. Limbach will submit progress billings monthly for Work completed through the end of that month. Payment shall be made to Limbach on the 25th day of the following month, less retention. Retention will be no more than 10% on the completed work until completion of 50% of the Work and will be reduced to a lump sum amount no greater than 2% of the contract value upon substantial completion of the work.

Construction Schedule:

Limbach and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors, shall be performed in accordance with a mutually agreed upon precedent schedule of construction activities prepared in advance of their commencement.

Limbach shall provide, for incorporation into such schedule, a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations. The schedule shall be based upon the commencement, milestone and completion dates stated in this Proposal.

Guarantees:

Limbach shall repair or replace any of the Work performed by Limbach or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Limbach has been given prompt, written notice of any such defects. It is the intent of this warranty period to include one (1) full heating and cooling season.

As to all equipment within the Scope of Work of this Proposal, Limbach shall use its best good faith efforts to obtain guarantees from manufacturers or vendors. Limbach shall pass on for the benefit of the Customer or Owner all said guarantees. Further, Limbach agrees to act on behalf of the Customer or Owner for purposes of enforcing such guarantees in lieu of any additional guarantee on the part of Limbach with respect to equipment furnished by third party manufacturers or vendors.

Builder's Risk Insurance:

Limbach shall be named as an insured under a policy of Builder's Risk Insurance, including extended coverage, without cost to Limbach.

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Indemnification:

Limbach agrees to indemnify Customer from and against any and all claims, losses or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including attorney's fees, caused directly by Limbach's negligence in the performance of the Work under this Proposal.

Limitation of Liability:

Under no circumstances, whether arising in contract, tort, or otherwise, shall Limbach be responsible for loss of use, loss of profits, or any special, indirect or consequential damages sustained by the Customer, Owner or others.

Limbach's liability for any assessment of liquidated damages shall be limited to the extent that such assessment is allowed under the Prime Contract (the contract between the Owner and the Customer) and shall be limited to the extent caused by the acts or omissions of Limbach.

Excusable Delay:

Limbach shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Limbach's reasonable control. Such causes include, but are not limited to, acts of God or public enemy, compliance with any order, decree or request of any governmental authority, acts of declared or undeclared war, sabotage, fire, floods, adverse weather conditions, explosions, accidents, riots, strikes, labor disputes, or any other cause not within the reasonable control of Limbach.

Hazardous Substances:

Limbach's obligations do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Limbach's sole obligation will be to notify Customer of the existence of such products and materials. Limbach will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension and the Contract Price will be equitably adjusted.

Material Price Escalation:

Due to current market conditions, Limbach reserves the right to increase the amount of this Proposal and any resulting Contract for increases in the costs of obtaining the material and equipment used in the performance of the Work. Upon Limbach's written change order request, Customer shall issue and execute a change order increasing the Contract Price in an amount that reflects the increase in cost of the material and equipment from the date of this Proposal that is incurred by Subcontractor for the performance of the work.

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J-04d

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Peter Hullinger, Fire Chief
Kurt Bovensiep, Public Works Director
Brian Varney, Fleet Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MITN Cooperative Purchasing Contract - Enclosed Service Body for Utility 2 – Fire Department

History

- The previous Utility 5 apparatus was a 1985 GMC Marion truck, that had been repurposed several times over its life in the Fire Department.
- This truck has been in service for 35 years and has far exceeded its life expectancy.
- The Brush 2 is a 1985 GMC pickup truck with a small pump.
- This truck has also far exceeded its life expectancy and has been in service for 35 years.
- The need for a brush truck is no longer required in the City of Troy.
- Accessibility to most areas in Troy is not an issue for our current fire trucks.
- The two (2) obsolete vehicles will be removed from service and sold at auction for optimal trade-in value.
- The new service body will be put on a 2022 Ford F-350 chassis that the Fleet Division has already purchased. This new Utility will replace 2 apparatus, Utility 5 and Brush 2.

Purchasing

- On February 10, 2020, the Cities of Rochester Hills, Auburn Hills, Huntington Woods, Troy, Farmington Hills, Livonia, Madison Heights and Charter Township of Bloomfield; members of the Michigan Inter-governmental Trade Network (MITN), cooperatively developed and issued a Request for Proposal (RFP) for the purchase of Single/Tandem Axle Dump Truck(s), parts, and related services, RFP-RH-20-023.
- Request for Proposals were solicited utilizing the Michigan Inter-governmental Trade Network (MITN) website.
- Five (5) proposal responses were received as listed below:

Tri-County International Trucks
Wolverine Freightliner
Michigan CAT
M&K Truck Center
Truck & Trailer Specialties, Inc.



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- The proposal review 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 all the representatives from the participating cooperative MITN members which were the Cities of Troy, Auburn Hills, Huntington Woods, Farmington Hills, Livonia, Madison Heights and Charter Township of Bloomfield;
- The City of Troy was instrumental in developing the Request for Proposal specifications and was also an integral part of the evaluation team with the above listed cities.
- *Wolverine Freightliner-Eastside, Inc. of Mt. Clemens, MI and Truck and Trailer Specialties, Inc. of Howell, MI* were selected and unanimously supported by the entities as providing the best value, quality product, timely delivery, exceptional services, an ongoing training program, and also offering the most comprehensive options to meet all of the entities needs.

Financial

- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeals.com to dispose of City owned surplus items (Resolution# 2014-02-017-J-4a). Therefore, note that the City will utilize and market the two (2) obsolete vehicles on *GovDeals.com* site for optimal trade-in value. Utility 5 has already been sold via GovDeals.com for a total of \$9,500.00.
- Funds are budgeted and available in the Fire Department Apparatus Replacement Capital Fund for the fiscal year 2023.
- Total estimated cost for this purchase will be \$72,490.00. Expenditures will be charged to account number 401.336.338.7984

Recommendation

City Management requests authorization to award a contract to purchase one (1) enclosed service body including installation on one (1) City owned truck chassis from *Truck and Trailer Specialties, Inc., of Howell, MI* for an estimated total price of \$72,490.00 as per the MITN cooperative purchasing group contract RFP-RH-20-023; not to exceed budgetary limitations.



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J-04e

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Brian D Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement - Street Sweeper

History

- The Public Works Department Streets and Drains Division operates a street sweeping program for the City of Troy and annually sweeps approximately 350 curb miles of streets each year. Street sweeping keeps city streets looking well-maintained by collecting and removing paper, leaves, and other debris that collect in gutters. This minimizes the risks of road hazards and blocked storm water drains that may result in localized flooding during heavy rains.
- Street Sweeping helps to prevent or reduce the amount of pollutant runoff and sediment from impervious surfaces such as roads, driveways and parking lots to storm water drain inlets that ultimately flow into the waterways of the State of Michigan.
- Routine Street sweeping is one part of the Storm Water Maintenance Program that helps the City satisfy the requirements of the MS4 Permit (Municipal Separate Storm Sewer System) from MI-EGLE (Michigan Environment, Great Lakes, and Energy).
- The recommended street sweeper would be a replacement for the current street sweeper used by the Department of Public Works that has reached life expectancy and will not increase the size of the fleet.

Purchasing

- Elgin is the awarded low bidder of the State of Michigan MiDEAL contract #071B7700091.
- Bell Equipment Company is the local authorized dealer in Michigan for Elgin Sweepers and participates in the State of Michigan MiDEAL contract process.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160)
- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeals.com to dispose of city owned surplus items (Resolution# 2014-02-017-J-4a). Therefore, note that the City will utilize and market the obsolete vehicle on GovDeals.com site for optimal trade-in value.



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CITY COUNCIL AGENDA ITEM

Financial

- Funds are budgeted and available in the Public Works Fleet Division Capital Fund for the 2023 Fiscal Year.
- Expenditures will be charged to account number 661.549.565.7981.

TRADE-IN

Bell Equipment Company trade-in allowance of our current sweeper is \$20,000. The City may be able to benefit by marketing the Sweeper on the GovDeals auction site, thereby increasing the trade-in value. If that fails, Bell Equipment Company, would extend their offer to trade-in the sweeper for trade in allowance as stated above at the time of delivery of the new unit.

Bell Equipment Company
(1) Elgin Regen X Sweeper

Unit Cost
\$253,500.00

Estimated Total
\$253,500.00

Recommendation

City management requests authorization to purchase an Elgin Regen X Regenerative Street Sweeper from the authorized Michigan dealer; *Bell Equipment Company of Lake Orion, MI* utilizing the State of Michigan MiDEAL Cooperative Contract #071B7700091 for an estimated total cost of \$253,500.00 not to exceed budgetary limitations.





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CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Brian D Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MITN Cooperative Purchasing Award – DPW Cab Chassis Dump Bodies with Snow Removal Equipment

History

- On February 28, 2022 City Council approved the purchase of Seven (7) cab chassis vehicles with the knowledge that the service bodies would be installed in the 2023 fiscal year. (Resolution #022-02-037-J-4e).
- Four (4) of the incomplete cab chassis vehicles that were ordered have arrived in the 2022 fiscal year and will require purchase and installation of dump bodies, tool boxes and plows to make them ready for service.

Purchasing

- On February 10, 2020, the Cities of Rochester Hills, Auburn Hills, Huntington Woods, Troy, Farmington Hills, Livonia, Madison Heights and Charter Township of Bloomfield; members of the Michigan Inter-governmental Trade Network (MITN), cooperatively developed and issued a Request for Proposal (RFP) for the purchase of Single/Tandem Axle Dump Truck(s), parts, and related services, RFP-RH-20-023.
- Request for Proposals were solicited utilizing the Michigan Inter-governmental Trade Network (MITN) website.
- Five (5) proposal responses were received as listed below:

Tri-County International Trucks
Wolverine Freightliner
Michigan CAT
M&K Truck Center
Truck & Trailer Specialties, Inc.

- The proposal review 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 all the representatives from the participating cooperative MITN members which were



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

the Cities of Troy, Auburn Hills, Huntington Woods, Farmington Hills, Livonia, Madison Heights and Charter Township of Bloomfield.

- The City of Troy was instrumental in developing the Request for Proposal specifications and was also an integral part of the evaluation team with the above listed cities.
- *Truck and Trailer Specialties, Inc. of Howell, MI* was selected and unanimously supported by the entities as providing the best value, quality product, timely delivery, exceptional services, an ongoing training program, and also offering the most comprehensive options to meet all of the entities needs.

Financial

- Funds are in budget and available in the Public Works Fleet Division Capital Fund for the 2023 Fiscal Year.
- Expenditures will be charged to account number 661.549.565.7981.

| | <u>Unit Cost</u> | <u>Estimated Total</u> |
|------------------------------|-------------------------|-------------------------------|
| (2) Dump Body / Tool Box | \$37,340.00 | \$74,680.00 |
| (2) Dump Body / Snow Plow | \$34,610.00 | <u>\$69,220.00</u> |
| Estimated Grand Total | | \$143,900.00 |

Recommendation

City Management requests authorization to purchase dump bodies, tool boxes and snow plows including installation on four (4) City owned truck chassis from *Truck and Trailer Specialties of Howell, MI* for the Department of Public Works, as per the MITN cooperative purchasing group contract RFP-RH-20-023, for an estimated total cost of \$143,900.00; not to exceed budgetary limitations.



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CITY COUNCIL AGENDA ITEM



DPW Cab Incomplete Chassis Vehicle (Not Actual Vehicle Example Only)



Dump Body with Snow Plow (Not Actual Vehicle Example Only)



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CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
William J. Huotari, City Engineer
Emily Frontera, Purchasing Manager
Larysa Figol, Sr. Right-of-Way Representative

Subject: Bid Waiver: Real Estate Appraisal and Appraisal Review Services, Rochester Road, Barclay to Trinway – Project Number 2022CG0002

History

Troy City Council previously approved Contract No.21-5419 with MDOT for Right-of-Way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard from Barclay Drive to Trinway Road – Project 2022CB0002 (Resolution #2021-12-192-J-5).

The City of Troy is seeking to engage the appraisal services of *Kurschat & Company*, and *RS Thomas and Associates, Inc./Harold Blake Co.* for a period of three (3) years with a two-year option to extend the agreement. Both companies are experienced appraisal firms. More importantly they have performed complex appraisal assignments, have prepared valuation reports adhering to requirements in federally funded projects, and proved to be experienced expert witnesses in eminent domain proceedings.

Kurschat & Company (Kurschat) is a Troy real estate appraisal and consulting company. Their competence in commercial appraisals is extensive. City staff has used the services of *Kurschat* for single valuation assignments and are satisfied with their product. *Kurschat* has provided appraisal services for various local public agencies, county road commissions, MDOT, legal firms and financial institutions. *Kurschat* is versed and knowledgeable in the rules and regulations that govern federally funded projects. Mr. Kurschat has testified in numerous condemnation cases.

RS Thomas and Associates, Inc./Harold Blake Co. (RS Thomas) has provided appraisal services for a number of projects in the City of Troy, both residential and commercial. Staff has engaged them to determine value for individual assignments and for a number of remnant parcels the City has sold. *RS Thomas* has worked on federally funded projects in the City, including Big Beaver/Dequindre to Rochester Road, and John R Improvement/Long Lake to Square Lake and John R Improvement/Square Lake to South Boulevard. Several public agencies, county road commissions, MDOT, legal firms and financial institutions have utilized their services. They have also testified in condemnation cases.



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CITY COUNCIL AGENDA ITEM

Whenever private property is taken for a public purpose, the Constitution commands that the owner shall be paid just compensation. Just compensation is the amount of money which will put the owner whose property has been taken in as good a position as the owner would have been in had the taking not occurred.

Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 states that before the initiation of negotiations, the real property shall be appraised (§24.102(c)(1)), and the Agency (City of Troy) shall establish an amount which it believes is just compensation for the real property (§24.102(d)).

Just compensation, market value, special purpose property, highest and best use and other factors affecting the determination of value and valuations have been addressed by the courts in the State of Michigan. Additionally, Michigan Law provides specific direction in providing compensation in condemnation cases in the Uniform Condemnation Procedures Act of 1980. It provides direction for determining Fair Market Value in MCL 213.70.

In their appraisal reports, an appraiser must address, if applicable, non-compensable items, hazardous waste or property contamination, fixtures, floodplains/wetlands, ADA compliance, extraordinary assumption and hypothetical conditions, and estimated marketing time. Appraisers must be versed in and adhere to Uniform Standards of Professional Appraisal Practice (USPAP), and Part 24 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Additionally, before a good faith offer is made, a qualified review appraiser shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a)(3), appraisal requirements found in 49 CFR 24.103, and other applicable requirements. The level of any review analysis depends on the complexity of the appraisal problem.

The pool of appraisers in the State of Michigan versed in all laws, regulations and certifications in preparing valuation reports and reviews for federally funded projects is small. An even greater asset of an established appraiser is their ability to testify in court in the event eminent domain proceedings are initiated. Witness testimony is crucial in condemnation cases. Appraisers from these two firms are experienced witnesses and subject matter experts.

Purchasing

- *Kurschat & Company*, and *RS Thomas and Associates, Inc./Harold Blake Co.* have provided the City with appraisal services for many years and have an established professional relationship with staff.
- The City will benefit from using the services of *Kurschat* and *RS Thomas* because of their extensive knowledge of federally funded projects, appraisal requirements, specific appraisal hypotheticals, and their expertise in the condemnation process.
- Professional fees are reasonable and on par for appraisal services.



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CITY COUNCIL AGENDA ITEM

- It is in the best interest of the City to waive the bid process and to utilize the services of *Kurschat* and *RS Thomas* for appraisal and appraisal review services for the Rochester Road, Barclay to Trinway project as detailed in the attached agreements and proposed rate schedules.

Financial

The Rochester Road, Barclay to Trinway, Project Number 2022CG0002, is a federally funded major road improvement project. 80% of appraisal fees will be reimbursed to Troy from these federal funds. Expenditures will be charged to Account number 401.447.479.7989.022065.

Recommendation

City Administration, in the best interest of the City, recommends waiving the formal bidding procedure and approving the agreements with *Kurschat & Company of Troy, MI* and *RS Thomas and Associates, Inc./Harold Blake Co. of Livonia, MI* for appraisal and appraisal review services for the Rochester Road – Barclay to Trinway Project Number 2022CG0002 as per the proposed rate schedules. The agreements are for a period of three (3) years with an option to extend another two years.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

AGREEMENT FOR APPRAISAL AND APPRAISAL REVIEW SERVICES

This agreement is made this _____ day of July, 2022, by and between the City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, hereinafter called the "City" and Kurschat & Company, 2075 West Big Beaver, Suite 222, Troy, MI 48084, hereinafter called the "Contractor."

NOW, THEREFORE, the Contractor and the City for the consideration hereinafter named, agree as follows:

SECTION 1 – SERVICES/COMPENSATION

The Contractor agrees to provide appraisal related services and activities necessary for the construction of the Rochester Road, Barclay to Trinway Project #2022CG0002, a federally funded major road project. Services include preparation of appraisal reports, appraisal reviews and when necessary assisting in condemnation cases and related services in accordance with State and Federal laws. This contract will be administered by the City Engineer and/or person designated by the City Engineer.

The City, in consideration of the performance of this agreement, agrees to pay Contractor fees as outline in the attached proposal which shall become part of this agreement. This rate shall remain firm for the 2022 calendar year. For services commencing in 2023 and thereafter, the Contractor will have the option of increasing their rate using the State of Michigan, Treasury multiplier, not to exceed 5%.

This contract shall continue in effect from the date of execution for three (3) years with a one (1) two-year option to extend the contract if mutually agreeable to by the parties.

SECTION 2 – CONSULTANT SERVICES

The Contractor will not be reimbursed for vehicle mileage, license fees, training, business cell phone, home office use or supplies. The Contractor agrees that in performance of the duties as outlined above, the Contractor will be bound by the code of ethics applicable to its industry. The Contractor will complete all work required and referenced in the contract expeditiously and on time, as mutually agreed by the City and Contractor.

Any requested revisions to Contractor's submitted work that are due to Contractor's error or oversight shall be submitted to the City within ten (10) days from receipt of City's request for revision. If a revision to the Contractor's submitted work becomes necessary because of revised plans or additional requirements of the City, revisions shall be completed in a time that is mutually agreeable to the City and the Contractor.

SECTION 3 – CITY COOPERATION

The City shall cooperate with the Contractor to timely furnish legally releasable documentation within the possession of the City that is relevant to the nature of the Contractor's work assignments. The City shall provide reasonable access to services providing real estate information available to the City.

SECTION 4 – COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Contractor for services pursuant to this Contract within a period of thirty (30) days after receipt from the Contractor of an itemized invoice describing services performed.

SECTION 5 – COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, all applicable federal, state and local laws and applicable regulations.

All provisions stated in 23 CFR 172.9(c) Contract Provisions are hereby incorporated by reference.

In addition, the Contractor shall be licensed and/or certified and professionally designated by the State of Michigan for the contracted work and such licenses and/or certification shall be maintained during the term of this agreement.

SECTION 6 – INDEPENDENT CONTRACTOR

The Contractor shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Contractor shall not be deemed to be an employee of the City for the purposes of payroll deductions, withholding tax, social security, worker's compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Contractor shall supply and operate their own vehicle, cell phone, office equipment and office. However, Contractor may use an on-site office provided by the City when it is in the City's best interest to do so.

SECTION 7 – OWNERSHIP OF DOCUMENTS

The City shall be the sole and exclusive owner of all data, materials and documentation originated and prepared for the City pursuant to this Agreement. The Contractor may use the materials prepared for the City as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the City.

SECTION 8 - INSURANCE

The Contractor shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year. Certificates shall be in a format acceptable to the City.

1. Workers' Compensation Insurance: During the life of this contract, if employing or utilizing any employees, the Contractor shall procure and maintain Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
3. Motor Vehicle Liability. During the life of this contract, the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. If applicable, the above referenced Commercial General Liability and Motor Vehicle Liability Insurance shall include the following

endorsement, naming as an Additional Insured: 'The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."

6. Cancellation Notice. The above-mentioned Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Troy, Attn. Risk Manager, Purchasing Department, 500 West Big Beaver Road, Troy, Michigan 48084."
7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Troy at least ten (10) days prior to the expiration date of the insurance. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

SECTION 9 – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy 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 this Agreement.

SECTION 10 – SUBCONTRACTORS

The contract work may not be sublet without the written consent of the City of Troy. Any subcontractor, so approved, shall be bound by the terms and conditions of this agreement. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Troy for such acts or omissions.

SECTION 11 - ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS

The Contractor shall not assign this agreement or any part thereof without the written consent of the City. The City reserves the right to enter into other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the City. If any part of the Contractor's work depends on the proper execution of work by any other contractor, the Contractor shall inspect and promptly report to the City any defects in the other contractor's work that renders it unsuitable for the Contractor's proper execution. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work.

SECTION 12 - NON-DISCRIMINATION

The Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this agreement to be canceled or terminated by the City.

SECTION 13 - TERMINATION OF AGREEMENT

This agreement can be terminated, without penalty, upon 30 days written notice when mutually agreeable to the Parties. If terminated, the Contractor shall be paid for any work completed prior to the termination date.

SECTION 14 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Contractor and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

With their signatures below, the City and the Contractor warrant that they are authorized and empowered to enter into this agreement, which shall be binding on themselves, and their respective principals, agents, assignees and successors.

CITY OF TROY

By: _____
Ethan D. Baker, Mayor

Kurschat & Company

By:  _____
Michael F. Kurschat, President

By: _____
M. Aileen Dickson, City Clerk

Kurschat & Company

REAL ESTATE APPRAISERS AND CONSULTANTS

2075 W. Big Beaver, Suite 222 • Troy, MI 48084 • Phone: (248) 816-9166 • www.kurschatco.com

June 21, 2022

Larysa Figol, SR/WA, Sr. Right-of-Way Representative
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084

RE: Appraisal Fee Quote
Rochester Road, Barclay to Trinway, Project #2022CB0002

Ms. Figol,

Thank you for the opportunity to bid on this assignment. I propose the following fee structure for eminent domain appraisals and reviews in conjunction with the above project. The following is the fee structure I propose for the subject:

| | Appraisal Report fee | Appraisal Review Fee |
|-----------------------------|-------------------------|-------------------------|
| Value of the Part Taken | \$2,100 | \$700 |
| Total Take | \$3,000 * | \$700 |
| Before & After | \$3,500 ** | \$1,000 |
| | | |
| Expert Witness Testimony | \$250/hr | \$250 |

I don't typically distinguish between commercial and residential properties. Rather, the price can vary depending on the complexity of the assignment and the number of similar properties to be appraised.

*Total take appraisals can be very simple if they're vacant land, and I have all the same comparable sales from other properties in the assignment. In that case, the total take will be the same price of the Part Taken (typically \$2,100). If I don't already have the land comps for it, then the fee will be \$3,000 as shown above. However, if it's a residence (total take), it will require its own unique set of comps, and may require a land value, so the fee will be \$3,000.

If it's a total take commercial improved property, it may require an income approach or cost approach to value. In those cases, the fee can be higher, depending on the type of property.

****Before/After appraisals are just like a "total take," (done twice) but will require the work of arriving at and/or explaining damages (or lack of damages). The fee can vary, depending on the complexity of the property and complexity of damages (if any). A standard fee for a typical before/after is \$3,500.**

I'm quoting the project above with "mixed bag" pricing, assuming at least 15 parcels, with many similar properties that share the same set of comparable sales. However, I can also price the assignment based on the price for each unique set of comps. Usually the "mixed bag" approach is simpler, and often preferred.

The charge is "per parcel," rather than "per appraisal." In certain instances when 2 or more parcels have common ownership, they should be appraised together. The ownership issue can be tangled, and there is some work in determining and explaining whether parcels with the same owner should be appraised together or not. So the price "per parcel" makes more sense.

If you should require any additional information, please let me know. Payment is due within 30 days of delivery of the appraisals. Of course, the assignment assumes that I am to provide my unbiased and professional opinion of value, and my fee is in no way contingent upon the value concluded. Appraisals are intended to meet Uniform Standards of Professional Appraisal Practice, as well as MDOT's requirements for eminent domain appraisals.

If you would like me to proceed based on the above pricing, just notify me, and send me the list of properties to begin with. I'll also need the drawings for each parcel, construction project plans, and any title work you've obtained. I'll send out the required "invitation letters" to property owners upon your approval.

Respectfully,



Michael F. Kurschat, MAI, ASA, M.S.F.
President, Kurschat & Company
Real Estate Appraisers and Consultants
www.kurschatco.com
2075 W Big Beaver, Ste 222
Troy, MI 48084
Phone: 248-816-9166

APPRAISER'S QUALIFICATIONS

MICHAEL F. KURSCHAT, MAI, ASA, MSF

PROFESSIONAL ORGANIZATIONS:

Appraisal Institute: MAI Designation

American Society of Appraisers: Designated Senior Member
Real Property - Urban Specialty

Past President, Detroit Chapter, 1996-1997.

The Appraisal Institute and the American Society of Appraisers have mandatory recertification programs for all senior members. I am in compliance with the requirements of their programs.

ACADEMIC:

Master of Science in Finance, 1990, Walsh College, Troy, Michigan.

Bachelor of Business Administration, 1986, Walsh College, Troy, Michigan.

TECHNICAL COURSES:

Standards of Professional Practice "B". January, 1994.

Standards of Professional Practice "A". July, 1993.

Report Writing and Valuation Analysis. July, 1991.

Case Studies in Real Estate Valuation. July, 1991.

Capitalization Theory and Techniques "B". May, 1991.

Capitalization Theory and Techniques "A". June, 1990.

Standards of Professional Practice. April, 1988.

Appraisal Principles (Exam Only). January, 1988.

Introduction to Appraising Real Property. December, 1987.

Estate and Gift Tax (Walsh College)

Advanced Investments (Walsh College)

Business Research and Communications (Walsh College)

Instructed: Gas Station Appraisals, ASA International Appraisal Conference in Houston, TX, June, 1997.

Instructed: "Exam Preparation: Workshop for Residential and Commercial Certification" - September 21-22, 1991.

LICENSE:

State of Michigan - State Certified Real Estate Appraiser -
Permanent I.D. #1205000673

APPRAISAL EXPERIENCE:

President of Kurschat & Company since May, 1994. Employed by Robert R. Butcher, ASA, from June, 1987 through April, 1994. Appraisal experience includes proposed and existing apartment complexes, condominium complexes, shopping malls, office buildings, industrial buildings, engineering buildings, single family residences, industrial processing plants, vacant land, proposed subdivisions, mobile home parks, island residence, auto wash facilities, automobile service stations, summer resort, etc.

| | | | |
|------------------------------|---|--|--|
| GRETCHEN WHITMER GOVERNOR | STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF PROFESSIONAL LICENSING | | P831079 |
| MICHAEL FREDERICK KURSCHAT | | CERTIFIED GENERAL APPRAISER LICENSE | |
| LICENSE NO. 1205000673 | EXPIRATION DATE 07/31/2023 | AUDIT NO 3473624 | THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN |

AGREEMENT FOR APPRAISAL AND APPRAISAL REVIEW SERVICES

This agreement is made this _____ day of July, 2022, by and between the City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, hereinafter called the "City" and R.S. Thomas & Associates Inc./Harold Blake Co., 3350 Five Mile, Livonia, MI 48154, hereinafter called the "Contractor."

NOW, THEREFORE, the Contractor and the City for the consideration hereinafter named, agree as follows:

SECTION 1 – SERVICES/COMPENSATION

The Contractor agrees to provide appraisal related services and activities necessary for the construction of the Rochester Road, Barclay to Trinway Project #2022CG0002, a federally funded major road project. Services include preparation of appraisal reports, appraisal reviews and when necessary assisting in condemnation cases and related services in accordance with State and Federal laws. This contract will be administered by the City Engineer and/or person designated by the City Engineer.

The City, in consideration of the performance of this agreement, agrees to pay Contractor fees as outline in the attached proposal which shall become part of this agreement. This rate shall remain firm for the 2022 calendar year. For services commencing in 2023 and thereafter, the Contractor will have the option of increasing their rate using the State of Michigan, Treasury multiplier, not to exceed 5%.

This contract shall continue in effect from the date of execution for three (3) years with a one (1) two-year option to extend the contract if mutually agreeable to by the parties.

SECTION 2 – CONSULTANT SERVICES

The Contractor will not be reimbursed for vehicle mileage, license fees, training, business cell phone, home office use or supplies. The Contractor agrees that in performance of the duties as outlined above, the Contractor will be bound by the code of ethics applicable to its industry. The Contractor will complete all work required and referenced in the contract expeditiously and on time, as mutually agreed by the City and Contractor.

Any requested revisions to Contractor's submitted work that are due to Contractor's error or oversight shall be submitted to the City within ten (10) days from receipt of City's request for revision. If a revision to the Contractor's submitted work becomes necessary because of revised plans or additional requirements of the City, revisions shall be completed in a time that is mutually agreeable to the City and the Contractor.

SECTION 3 – CITY COOPERATION

The City shall cooperate with the Contractor to timely furnish legally releasable documentation within the possession of the City that is relevant to the nature of the Contractor's work assignments. The City shall provide reasonable access to services providing real estate information available to the City.

SECTION 4 – COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Contractor for services pursuant to this Contract within a period of thirty (30) days after receipt from the Contractor of an itemized invoice describing services performed.

SECTION 5 – COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, all applicable federal, state and local laws and applicable regulations.

All provisions stated in 23 CFR 172.9(c) Contract Provisions are hereby incorporated by reference.

In addition, the Contractor shall be licensed and/or certified and professionally designated by the State of Michigan for the contracted work and such licenses and/or certification shall be maintained during the term of this agreement.

SECTION 6 – INDEPENDENT CONTRACTOR

The Contractor shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Contractor shall not be deemed to be an employee of the City for the purposes of payroll deductions, withholding tax, social security, worker's compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Contractor shall supply and operate their own vehicle, cell phone, office equipment and office. However, Contractor may use an on-site office provided by the City when it is in the City's best interest to do so.

SECTION 7 – OWNERSHIP OF DOCUMENTS

The City shall be the sole and exclusive owner of all data, materials and documentation originated and prepared for the City pursuant to this Agreement. The Contractor may use the materials prepared for the City as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the City.

SECTION 8 - INSURANCE

The Contractor shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year. Certificates shall be in a format acceptable to the City.

1. Workers' Compensation Insurance: During the life of this contract, if employing or utilizing any employees, the Contractor shall procure and maintain Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
3. Motor Vehicle Liability. During the life of this contract, the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. The above referenced Commercial General Liability and Motor Vehicle Liability Insurance shall include the following endorsement,

naming as an Additional Insured: 'The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."

6. Cancellation Notice. The above-mentioned Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Troy, Attn. Risk Manager, Purchasing Department, 500 West Big Beaver Road, Troy, Michigan 48084."
7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Troy at least ten (10) days prior to the expiration date of the insurance. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

SECTION 9 – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy 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 this Agreement.

SECTION 10 – SUBCONTRACTORS

The contract work may not be sublet without the written consent of the City of Troy. Any subcontractor, so approved, shall be bound by the terms and conditions of this agreement. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Troy for such acts or omissions.

SECTION 11 -ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS

The Contractor shall not assign this agreement or any part thereof without the written consent of the City. The City reserves the right to enter into other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the City. If any part of the Contractor's work depends on the proper execution of work by any other contractor, the Contractor shall inspect and promptly report to the City any defects in the other contractor's work that renders it unsuitable for the Contractor's proper execution. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work.

SECTION 12 - NON-DISCRIMINATION

The Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this agreement to be canceled or terminated by the City.

SECTION 13 - TERMINATION OF AGREEMENT

This agreement can be terminated, without penalty, upon 30 days written notice when mutually agreeable to the Parties. If terminated, the Contractor shall be paid for any work completed prior to the termination date.

SECTION 14 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Contractor and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.


With their signatures below, the City and the Contractor warrant that they are authorized and empowered to enter into this agreement, which shall be binding on themselves, and their respective principals, agents, assignees and successors.

CITY OF TROY

By: _____
Ethan D. Baker, Mayor

By: _____
M. Aileen Dickson, City Clerk

R.S. Thomas & Associates, Inc./
Harold Blake Co.

By:  June 30, 2022
Norman G. Thomas, President

April 22, 2022

Larysa Figol, SR/WA
Sr. Right-of-Way Representative
City of Troy
500 West Big Beaver
Troy, MI 48084
Email: FigolL@troymi.gov

Re: Proposal for Appraisal Reviews
Rochester Road- Barclay to Trinway
Project # 02.206.5

Dear Ms. Figol,

Thank you for the opportunity to submit a proposal regarding the needed appraisals and/or appraisal reviews for the captioned project. We understand the project is located along Rochester Road in the City of Troy, Oakland County Michigan. The appraisal reports will reference the three approaches to value and utilize the most appropriate approaches. The appraisal or review report(s) will follow the necessary USPAP & MDOT guidelines and regulations in completing and writing reports for eminent domain. The following fees provide Value of the Part Taken and Before & After report formats for appraisals and reviews. The parcels consist of multiple types with varied zoning, size and use. We believe it efficient to separate the residential and commercial properties for this estimated fee proposal. Due to the diverse nature of the commercial properties represented by office, retail and gas stations, a range is given with increases that may become necessary. However, we try to remain as economical as possible and may reduce fees based on the volume of parcels provided.

| RESIDENTIAL | | |
|---------------------------------------|-----------------------|----------------------|
| Appraisal Type | Appraisal Report Fees | Appraisal Review Fee |
| Value of the Part Taken or Total Take | \$2450 | \$1,200 |
| Before & After | \$3850 | \$1,800 |

| COMMERCIAL | | |
|---------------------------------------|-----------------------|----------------------|
| Appraisal Type | Appraisal Report Fees | Appraisal Review Fee |
| Value of the Part Taken or Total Take | \$2950+ | \$1,200 |
| Before & After | \$4950 - \$7800+ | \$1,800 |

During the appraisal process it may become evident parcels can be combined. If possible, the fees will be adjusted accordingly. There may be parcels that began as a value of the part taken yet may require a before and after format, as a result of the appraisal process findings. We make every attempt to complete the reports as economically as possible yet maintain a thorough scope of work. This also relies upon information received by the client in a timely manner. Preliminary information assisting in the completion of this assignment includes surveys, plans, title work and ownership/contact information. Surveys need to identify the proposed acquisition areas with dimensions and legal descriptions and the size, dimensions, and legal description of the parent parcels.

All additional and/or subsequent services, after completing this assignment, including meetings, depositions, testimony and/or additional research, if required, will be invoiced at an hourly rate. The current rate is \$265.00 per hour. These services are in addition to the established fee and available at your request, if necessary.

| | |
|---|------------|
| Compensation per full day in court (half day minimum) | \$2,120.00 |
| Compensation per hour (court preparation, depositions, updating etc.) | \$ 265.00 |

Work will commence with your written authorization to proceed and receipt of required exhibits/surveys with a completion time of 60 days. The project will be invoiced at the completion of the appraisal reports. The final balance is required upon receipt of the invoice. The assignments will be completed according to the

directions provided by the client. A copy of the report(s) will be provided electronically. Additional printed copies can be provided at the cost of \$50 per copy. The fees and items represented in this proposal are valid for 30 days.

Feel free to contact me directly with any questions that may arise.

Respectfully,

R.S. Thomas & Associates, Inc./*Harold Blake Co.*

A handwritten signature in blue ink, appearing to read "Norman G. Thomas", with a large, stylized circular flourish at the end.

Norman G. Thomas, ASA, SR/WA
President

QUALIFICATIONS
of
NORMAN G. THOMAS, ASA, SR/WA

GENERAL INFORMATION

Mr. Thomas is a native and lifelong resident of Metropolitan Detroit, Michigan having graduated from Detroit Catholic Central High School in 1980. He graduated in 1983 from Albion College with a Bachelor of Arts. He has been employed as a real estate appraiser with R. S. Thomas & Associates, Inc. of Livonia, Michigan since August 1986.

Mr. Thomas is President and chief appraiser of R. S. Thomas & Associates, Inc., and chief appraiser and owner of Harold Blake Co. He holds an Associate Real Estate Broker License in Michigan and is a Certified General Real Estate Appraiser as required by the Department of Licensing and Regulatory Affairs (LARA), Lansing, Michigan, for appraising non-residential properties. He holds the Accredited Senior Appraiser (ASA) designation for Real Property with the **American Society of Appraisers** and has successfully completed the mandatory education requirements for the five-year recertification program. He has also been awarded the **SR/WA** Designation with the **International Right of Way Association**.

Mr. Thomas is past president (2001-2002) of the Detroit Chapter of the American Society of Appraisers (ASA) and is past president (2009-10) of the Michigan Chapter of the International Right of Way Association (IRWA). He previously represented the seven states of Region 5 as Valuation Chair and this Region for the International Nominations and Elections Committee (INEC). He was a Board Member of **MiCREA**, the Michigan Council of Real Estate Appraisers, representing more than 2800 members since 2009-2013. July, 2009, Mr. Thomas was appointed by the Governor of the State of Michigan to serve a four year term on the **Board of Real Estate Appraisers** under the Department of Licensing and Regulatory Affairs (LARA) and was reappointed for the term ending June 2017.

FORMAL EDUCATION

- ◆ Detroit Catholic Central High School, Redford Township, Michigan
- ◆ Albion College, Albion, Michigan
 - Bachelor of Arts Degree - Biology Major with course work in accounting, economics, and statistics.
- ◆ Mercy College, Detroit, Michigan
- ◆ Schoolcraft College, Livonia, Michigan

LICENSES AND PROFESSIONAL AFFILIATIONS

- ◆ Michigan Certified General Real Estate Appraiser - Permanent I.D. #1205001223
- ◆ Michigan Real Estate Associate Broker License - Permanent I.D. #6502134603
- ◆ American Society of Appraisers - Designated (ASA) - Accredited Senior Appraiser
 - ◆ 2001-2002 President / Detroit Chapter #13
 - ◆ 2000-2001 1st Vice-President / Detroit Chapter #13
 - ◆ 1999-2000 2nd Vice-President & Treasurer / Detroit Chapter #13
 - ◆ 1998-1999 Secretary / Detroit Chapter #13
 - ◆ 1997-1998 Membership Chairman / Detroit Chapter #13

33580 FIVE MILE ROAD, LIVONIA, MI 48154

- ◆ International Right of Way Association Chapter #7 - Designated SR/WA
 - ◆2004 Assistant Secretary /Treasurer
 - ◆2005 Treasurer
 - ◆2006 Treasurer
 - ◆2007 Vice President
 - ◆2008 President Elect
 - ◆2009-10 President

REAL ESTATE EDUCATION

Appraisal Institute:

- | | |
|-----------------|--|
| ✓ Course 1A-1 | Principles of Real Estate Appraisal |
| ✓ Course 1A-2 | Basic Valuation Procedures |
| ✓ Course 1B-A | Capitalization Theory and Techniques Part One |
| ✓ Course 1B-B | Capitalization Theory and Techniques Part Two |
| ✓ Course SPP | Standards of Professional Practice |
| ✓ Course 2-1 | Case Studies in Real Estate Valuation |
| ✓ Course 264 | Eminent Domain & Condemnation Appraising |
| ✓ Course REA507 | Perspectives of Problems in Michigan Appraisal Law |
| ✓ | FHA and New Residential Appraisal Forms |
| ✓ | Quality Assurance in Residential Appraisals |

International Right of Way Association:

- | | |
|--------------------|---|
| ✓ Course 101 | Negotiations/Engineering |
| ✓ Course 103 | Ethics and the Right of Way Profession |
| ✓ Course 202 | Interpersonal Relations in Real Estate |
| ✓ Course 205 | Bargaining Negotiations |
| ✓ Course 402 | Intro to the Income Capitalization Approach |
| ✓ Course 403 | Easement Valuation |
| ✓ Course 407 | Valuation of Contaminated Properties |
| ✓ Course 410 | Reviewing Appraisals in Eminent Domain |
| ✓ Course 505 | Advanced Residential Relocation |
| ✓ Course 801 | United States Land Titles |
| ✓ Course 803 | Eminent Domain Law |
| ✓ Course 900 | Principles of Real Estate Engineering |
| ✓ Course 901 | Engineering Plan Development & Application |
| ✓ Course 902 | Property Descriptions |
| ✓ Course #L0170900 | Michigan Law Update |

Oakland County Association of Assessing Officers

Appraising for Lending Institutions
Foreclosures, Short Sales, Concessions and the
HVCC: What Every Assessor Needs to Know

Educational Seminars of Various Professional Organizations

APPRAISAL EXPERIENCE:

Mr. Thomas' appraisals and consultations have addressed valuation questions regarding total and partial condemnations initiated by numerous government authorities possessing the power of eminent domain including the Michigan Department of Transportation, various Road Commissions and municipalities, airports and utilities.

Mr. Thomas has appraised residential, commercial, industrial, and vacant property in various parts of the State of Michigan and predominantly in the seven county metropolitan Detroit area.

He has appraised and consulted for mortgage, estate, insurance, consulting, sale, and litigation purposes. Litigation appraisals include, but are not limited to tax appeals, partnership disputes, divorce, estates, adverse effects, and eminent domain.

REPRESENTATIVE LIST OF CLIENTS

PUBLIC ACQUISITION/DISBURSEMENT:

-- City of Ann Arbor - Washtenaw County, MI
-- City of Farmington - Oakland County, MI
-- City of Farmington Hills - Oakland County, MI
-- City of Garden City - Wayne County, MI
-- City of Grand Rapids – Kent County, MI
-- City of Inkster - Wayne County, MI
-- City of Livonia - Wayne County, MI
-- City of Madison Heights - Oakland County, MI
-- City of Novi - Oakland County, MI
-- City of Rochester Hills - Oakland County, MI
-- City of South Haven—Van Buren County, MI
-- City of Taylor - Wayne County, MI
-- City of Troy – Oakland County
-- City of Walled Lake - Maple Road Extension
Project, Oakland County, MI
-- City of Wixom - Wixom Road Relocation Project
-- City of Wolverine Lake - Oakland County, MI
-- City of Wyoming - Kent County, MI
-- Detroit Water and Sewer Department
-- Georgetown Township - Ottawa County, MI
-- Macomb County Department of Roads
-- Michigan Department of Transportation (MDOT)
-- Oshtemo Township – Kalamazoo County, MI
-- Plymouth Twp - Mettetal Airport Expansion Project
-- Washtenaw County Department of Roads
-- Wayne County Airport Authority
-- Wayne County Public Services - Wayne County, MI
-- Western Townships Utilities Authority –
Plymouth, MI

FINANCIAL INSTITUTIONS

-- Colonial Mortgage Corporation
-- Commercial Alliance
-- Community Choice Credit Union
-- Community Financial Credit Union
-- Flagstar
-- Member First Mortgage
-- Metropolitan Mortgage & Securities Company, Inc.
-- Michigan Columbus Federal Credit Union
-- Michigan First Credit Union
-- Catholic Vantage Credit Union
-- PAC Credit Union
-- Service Corp Mortgage
-- Telcom Credit Union
-- Talmer Bank & Trust/Chemical/ TCF Bank

OTHER CORPORATIONS & CLIENTS

-- ATC Group Services, LLC
-- Arrow Trucks & Parts Company
-- Commonwealth Relocation Services, Inc.
-- Commonwealth Associates, Inc.
-- Corporate Transfer Services, Inc.
-- Detroit Catholic Pastoral Alliance
-- Executive Relocation Corporation
-- GMAC Relocation Services
-- Internal Revenue Service
-- JCK & Associates, Inc.
-- JR Group
-- Land Matters, LLC
-- M & B Development
-- Mead & Hunt
-- Southgate Community Schools
-- Southwest Brake
-- Ziebart International Corporation

LEGAL FIRMS

-- Ackerman, Ackerman & Dynkowski, P.C.
-- Andrew L. Bemish
-- Berry, Reynolds & Rogowski, P.C.
-- Butzel Long
-- Carter & Gebauer
-- Couzens, Lansky, Fealk, Ellis, Roeder & Lazar
-- Cummings, McClorey, Davis & Acho
-- Hickey, Cianciolo, Fishman & Finn, P.C.
-- Garratt & Bachand, P.C.
-- Holzman & Corkery PLLC
-- Howard & Howard
-- Kenneth M. Davies
-- Levasseur, Dyer and Associates, P.C.
-- Lowe & Lewandowski, P.C.
-- Meyer, Kirk, Snyder & Lynch, PLLC
-- Paul J. Schwab
-- Secrest, Wardle, Lynch, Hampton, Truex & Morley
-- Susan E. Cohen
-- UAW-Chrysler Legal Services Plan

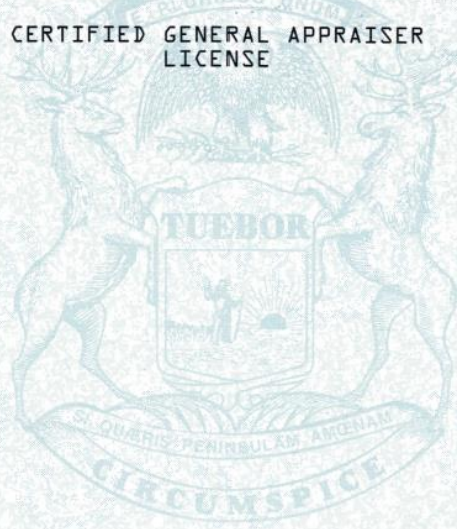
GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

P831089

CERTIFIED GENERAL APPRAISER
LICENSE

NORMAN G THOMAS



LICENSE NO.
1205001223

EXPIRATION DATE
07/31/2023

AUDIT NO
3473574

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

Qualifications
of
ANDREW BOETTCHER

PROFESSIONAL EMPLOYMENT

R.S. THOMAS & ASSOCIATES, INC./HAROLD BLAKE CO.

Livonia, MI

Certified General Real Estate Appraiser #12050003946

Andrew Boettcher holds a Certified General Real Estate Appraisal License with the State of Michigan. Formal education includes a Bachelor of Science in Business degree from the University of Detroit and an MBA from the University of Detroit Mercy. Andrew has performed thousands of residential appraisals throughout the State of Michigan, predominantly in the seven-county metropolitan Detroit area. Real estate appraisals have been performed on both vacant and improved property for lending, insurance settlement, taxation, general consulting and litigation purposes. Litigation appraisals include, but are not limited to tax appeal, divorce, estate settlement and eminent domain. Appraisals and consultation services have addressed valuation questions regarding total and partial acquisition initiated by numerous government authorities possessing the power of eminent domain. These authorities include the Michigan Department of Transportation; Oakland County Road Commission; Road Commission of Macomb County and the City of Troy. Andrew has expert witness testimonial experience in Michigan courts including the Michigan Tax Tribunal. Approved fee appraiser for the Michigan Department of Transportation.

*Member International Right of Way Association #7885300

THE CIT GROUP

Novi, MI

Mortgage Underwriter

Review, analyze and make final decisions on non-conforming, wholesale mortgage loans. Responsible for the management of regional mortgage broker lending accounts. Evaluating applicant loan profiles including current credit placement, employment stability, qualifying ratios and appraisal analysis.

CONSECO FINANCE CORPORATION

Livonia, MI

Underwriter/ Appraisal Auditor

Review and evaluation of all appraisal application packages submit for Great Lakes regional approval. Monthly appraisal evaluation and quality control of appraisers currently on approved list of appraisers. Audit procedures include use of random report evaluation and national valuation services. Appraisal audit and evaluation results affecting appraisers active or non-active status with Consecro corporate office.

SUNRISE APPRAISAL SERVICES

Livonia, MI

Real Estate Appraiser, Licensed

The valuation of real property and analysis for the purpose of establishing present market value. Specific duties include residential property inspection and the compilation of comparable sales data to the subject analysis.

33580 FIVE MILE ROAD, LIVONIA, MI 48154

EDUCATION

Master of Business Administration

The University of Detroit
Detroit, MI
Degree received, May 1994

Bachelor of Science in Management

The University of Detroit
Detroit, MI
Degree received, May 1989
Dean's Honor List

The Appraisal of Partial Acquisitions - International Right of Way
Course 400 Principles of Real Estate - International Right of Way
2004 Fall Seminar – International Right of Way
Michigan Law
Technology and Tools for the Appraiser
Economy of Industrial Properties
Valuation Services vs Appraisal Practice
1031 Exchanges & Cost Segregation Analysis
Changing Climate of Residential Appraisal
Course 900 Principles of Real Estate Engineering – International Right of Way
Basic Income Approach – American Society of Appraisers
Valuation of Specialty Assets, A Professional Perspective
Contemporary Issues of the Michigan Tax Tribunal
International Right of Way Association Michigan Chapter 7 Fall Seminar
Revised Fannie Mae Appraisal Form
Effectively communicating the Appraisal using the Revised Fannie Mae
Disciplinary Actions and Challenges Confronting MI RE Appraisers
Professional Perspective of Problems Inherent in the MI RE Appraisal Laws
FHA and the New Residential Appraisal Forms
Course 206 Bargaining Negotiations – International Right of Way
FHA and New Residential Appraisal Forms
Economic Opportunities and Initiatives in Michigan
Course 901 National USPAP Update – Michigan Institute of Real Estate
Narrative Report Writing – Northern Michigan University
2007 Michigan Law for Appraisers – International Right of Way
Courses 0114 & K1164 Michigan Ch 7 International Right of Way Association
Fall Education Seminar
7-Hour USPAP Update Course – American Society of Appraisers
Preparing Appraisals for Michigan Tax Tribunal Appeals – Appraisal Institute
IRWA Chapter 7 General Membership Education Meeting-Course #1288
IRWA Chapter 7 Fall Education Seminar-Course #L23
Michigan Law Update-Course #L0170900
7-Hour USPAP Update Course – Property Economics Research Institute
IRWA Chapter 7 General Membership Education Meeting-Course # 0173
IRWA Chapter 7 Fall Education Seminar-Course # 1558
Engineering Plan Development & Application-International Right of Way #901

REPRESENTATIVE LIST OF CLIENTS

PUBLIC ACQUISITION:

- City of Farmington– Oakland County
- City of Livonia – Wayne County
- City of Novi – Oakland County
- City of Rochester Hills - Oakland County, Michigan
- City of Troy – Oakland County
- Genoa Township – Livingston County
- Macomb Township –Macomb County
- Macomb County Department of Roads
- Marion, Howell, Oceola and Genoa Sewer and Water Authority (M.H.O.G.)
- Michigan Department of Transportation (MDOT)
- Road Commission for Oakland County
- Washtenaw County Road Commission
- Wayne County Airport Authority

FINANCIAL INSTITUTIONS / APPRAISAL MANAGEMENT COMPANIES

- Accurate Group
- Catholic Vantage Financial Credit Union
- Community Choice Credit Union
- Community Financial Credit Union
- Dart Bank
- First Look Appraisals
- Member First Mortgage
- Michigan Columbus Federal Credit Union
- Synergy Appraisal Services
- TCF/Chemical/Talmer Bank/Huntington Bank

OTHER CORPORATIONS, CLIENTS, AND BUSINESSES

- Consumers Energy
- GMAC Relocation Services
- Executive Relocation Corporation
- JCK & Associates, Inc.
- Prudential/Ford Relocation
- OHM Advisors
- OR Colan
- Valuation Administrators, Ltd.
- DTE
- ITC *Transmission*
- First American Title Insurance Co
- Community Interaction Consulting, Inc./Marathon Petroleum Company LP

LEGAL FIRMS

- Ackerman, Ackerman & Dynkowski, P.C.
- Aloia & Associates, PC
- Carter & Gebauer
- Cohen & Associates
- Cummings, McClorey, Davis & Acho
- Gornbein, Fletcher & Smith, PLLC
- Holzman Corkery
- Mary Beth Leija
- McKenney & McKenney
- Meyer, Kirk, Snyder & Lynch, PLLC
- Rosati, Schultz, Joppich & Amtsbuechler, PC
- Susan E. Cohen
- Paul J. Schwab

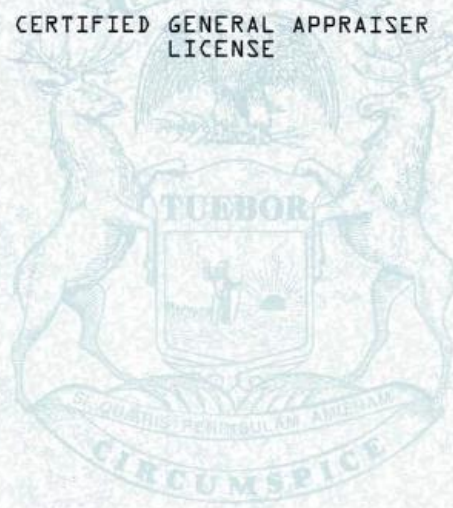
GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

P847720

CERTIFIED GENERAL APPRAISER
LICENSE

ANDREW J BOETTCHER



LICENSE NO.
1205003946

EXPIRATION DATE
07/31/2023

AUDIT NO
3475221

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 6, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Jeanette Menig, Human Resources Director

Subject: Changes to Union Clothing and Cleaning Allowances

History

Collective bargaining agreements detail the methods for clothing and cleaning allowances to be issued to employees. For all but one of our unions, the process identified in the collective bargaining agreement has been found to be non-compliant with the requirements for taxable earnings.

The City has contacted each affected union and offered new language. The letters of understanding drafted for each union includes an increase to the allowances, because the benefit to each employee would have been decreased if the amount stayed the same and payroll taxes were deducted.

Financial

Clothing and cleaning allowances vary with each union, therefore the increases vary, too. Based on current staffing, the estimated cost for implementing the recommended changes for all affected groups for fiscal year 2022-2023 is \$56,360.

| <u>Group</u> | <u>Additional Cost</u> |
|--------------|------------------------|
| MAP | \$ 12,300.00 |
| TFSOA | \$ 3,000.00 |
| TCOA | \$ 8,740.00 |
| TCSA | \$ 2,700.00 |
| TPOA | \$ 29,620.00 |
| Total | \$ 56,360.00 |

Attached are the agreements received from unions who have accepted the proposed changes as of date of this memo. Currently the Michigan Association of Police (MAP) and Troy Fire Staff Officers Association (TFSOA) have agreed to the language changes for their agreements. As agreements are reached with the subsequent groups we will bring the additional changes to you for approval.

Recommendation

City Management recommends that City Council approves the collective bargaining agreement changes necessary to be compliant with IRS payroll taxes on clothing and cleaning allowances.



500 West Big Beaver
Troy, MI 48084
troyml.gov

LETTER OF UNDERSTANDING
City of Troy and MAP

June 15, 2022

The City and the Union agree to modify **Article 33. Uniforms** and **Article 34. Cleaning Allowance** as follows:

ARTICLE 33. UNIFORMS


- § 1. Each fiscal year, employees in the Police Service Aide and Animal Control Officer classifications shall **receive a clothing allowance of \$650.** ~~have a uniform account established and shall have \$500 allotted to such account. The allowance shall be issued to each active Police Service Aide and Animal Control Officer, less applicable payroll tax deductions, via direct deposit during the month of July of each year.~~
- § 2. ~~Twenty-five dollars (\$25.00) of the unused clothing allowance provided above may be carried forward to the following fiscal year.~~
- § 3. ~~The type of uniform and equipment to be purchased and used shall be determined by the Employer; the employee may use money credited to his account as provided above to purchase clothing and equipment as specified and approved in advance by the Chief of the Police Department and for no other purpose.~~

The amount of any mandatory changes in uniform which exceeds \$50 per year shall ~~not be deducted from the employee's clothing allowance.~~ **shall be provided by the Employer.**

ARTICLE 34. CLEANING ALLOWANCE

The Employer will provide a cleaning allowance to all Police Service Aides and Animal Control Officers of ~~\$300~~ **\$450** per year. Such allowance shall be paid on or about May 1. In order to receive this allowance, the employee must be employed by the Employer on January 1 of the applicable year in which the allowance is paid and on the date it is paid. **The allowance shall be issued, less applicable payroll tax deductions, via direct deposit.**

FOR THE UNION:

 7-6-22

Date: _____

FOR THE CITY:

Date: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

LETTER OF UNDERSTANDING
City of Troy and TFSOA

June 15, 2022

The City and the Union agree to modify **Article 28 Uniforms** as follows:

ARTICLE 28. UNIFORMS

- 28.1 Each employee shall receive an original issue of uniforms and equipment as specified by the City of Troy Fire Department Chief.
- 28.2 Each fiscal year, after the first (1st) anniversary date of the employee, each employee shall be allotted a basic clothing allowance of **\$1300**. ~~one thousand dollars (\$1000). Said allowance shall be placed in an account in the employee's name and shall be disbursed upon submittal of original receipts or invoices for approved clothing and personal equipment purchasing.~~ The allowance shall be issued to each active employee, less applicable payroll tax deductions, via direct deposit during the month of July of each year.
- 28.3 It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year. ~~In the event that employment is interrupted for any reason in excess of six (6) months, the Employer shall adjust such payments on a prorated basis and make adjustments in payments for the following fiscal year based upon overpayments in the current year.~~

FOR THE UNION:

A handwritten signature in black ink, appearing to be 'D. H. [unclear]', is written over a horizontal line.

Date:

6/29/2022

FOR THE CITY:

Date:



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-07

CITY COUNCIL AGENDA ITEM

Date: June 27, 2022

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
William J. Huotari, City Engineer

Subject: Cost Participation Agreement for Road Work on Maple Road, Rochester Road to Dequindre Road – Project No. 15.105.6

History:

The attached cost participation agreement details costs associated with the resurfacing of Maple Road, from Rochester Road to Dequindre Road.

City Council previously approved the cost participation agreement for Maple Road, Coolidge Highway to Rochester Road by Resolution # 2022-05-071-J-8 (May 23, 2022). The contractor, Cadillac Asphalt, has agreed to extend their unit prices to the remainder of Maple Road allowing the City and RCOC to take advantage of lower unit prices. In addition, the extension and ultimately completion of Maple Road removes a conflict with another joint RCOC/Troy project on 14 Mile that will be under construction in the spring and summer of 2023.

RCOC designed, received bids and will perform the resulting construction engineering (inspection, testing and project management) at no cost to the project or city. Construction on Phase 1 (Coolidge Highway to Rochester Road) is already underway. The contractor started at Coolidge Highway and will continue working their way to the east to the end of the project limits at Dequindre Road.

Financial:

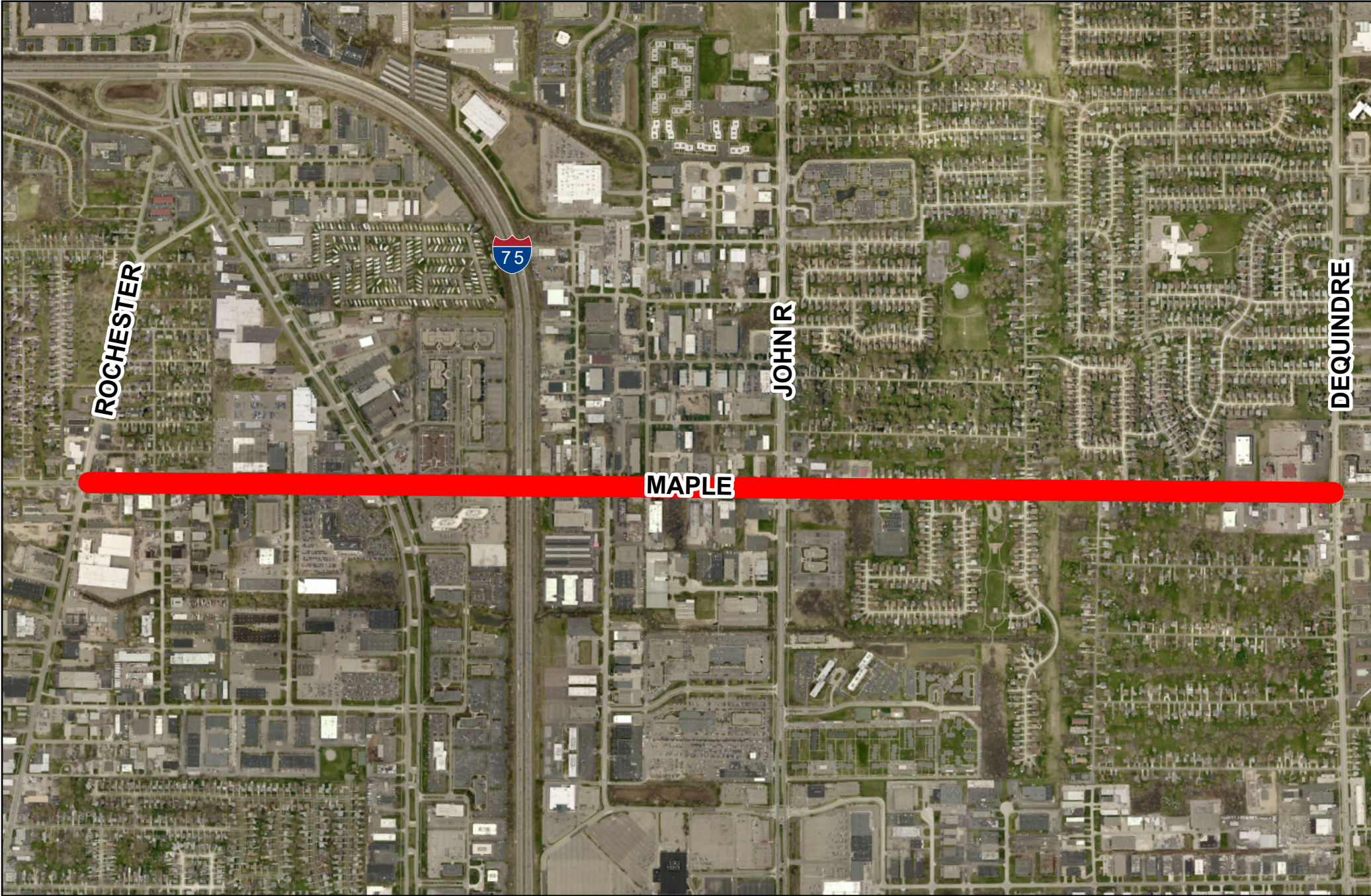
The estimated total project cost is \$1,350,000. Exhibit A provides details as to each agencies share of the project costs. Project costs are to be split by Troy (\$225,000); Oakland County (\$225,000); and RCOC (\$900,000) based on the use of Tri-Party program funds. Funds for Troy's share of the work are included in the proposed 3-Year Capital Budget for Major Roads. The RCOC will invoice the city for our share after February 1, 2023 (\$80,416) and February 1, 2024 (\$144,584), respectively.

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of Road Commissioners of the County of Oakland for the resurfacing of Maple Road, from Rochester Road to Dequindre Road in the amount of \$1,350,000 with the City of Troy share estimated at \$225,000. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review:

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



**Pavement Resurfacing
Maple - Rochester to Dequindre**



COST PARTICIPATION AGREEMENT

CONSTRUCTION

Maple Road

Rochester Road to Dequindre Road

City of Troy

Board Project No. 56901

This Agreement, made and entered into this ____ day of _____, 2022, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the resurfacing of Maple Road from Rochester Road to Dequindre Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,350,000; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding in the amount of \$675,000, which amount shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total PROJECT cost is \$1,350,000 and shall be allocated in the following order:

- a. Tri-Party Program funding in the amount of \$675,000.

The Tri-Party Program funds of \$675,000 includes \$241,247 from fiscal year 2023 and \$433,753 from fiscal year 2024 which has not yet been announced. If these funds are not available, the COMMUNITY shall be responsible for the \$675,000 share.

- b. The BOARD shall contribute \$675,000 toward the PROJECT.
- c. Any PROJECT costs above the total PROJECT of \$1,350,000 will be funded 50% by the BOARD and 50% by the COMMUNITY. The COMMUNITY'S 50% will be funded first with any available Tri-Party Program funds. If no Tri-Party Program funds are available, any PROJECT costs above \$675,000 will be funded 100% by the COMMUNITY.

4. After February 1, 2023, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$80,416 (being 100% of the COMMUNITY'S fiscal year 2023 Tri-Party Program contribution).

After February 1, 2024, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$144,584 (being 100% of the COMMUNITY'S fiscal year 2024 Tri-Party Program contribution).

After February 1, 2023, the BOARD shall submit an invoice to the COUNTY in the amount of \$80,416 (being 100% of the COUNTY'S fiscal year 2023 Tri-Party contribution).

After February 1, 2024, the BOARD shall submit an invoice to the COUNTY in the amount of \$144,584 (being 100% of the COUNTY'S fiscal year 2024 Tri-Party Program contribution).

a. The invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West

5. Upon receipt of said invoice(s), the COMMUNITY and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE
COUNTY OF OAKLAND
A Public Body Corporate

By_____

Its_____

City of Troy

By_____

Its_____

By_____

Its_____

EXHIBIT A
TRI-PARTY PROGRAM
Maple Road
Rochester Road to Dequindre Road
Complete Name of City of Troy
Board Project No. 56901

Resurfacing of Maple Road from Rochester Road to Dequindre Road.

| |
|-------------------------------|
| ESTIMATED PROJECT COST |
|-------------------------------|

Contractor Payments: \$1,350,000

Total Estimated Project Cost: **\$1,350,000**

| |
|-------------------------------------|
| COST PARTICIPATION BREAKDOWN |
|-------------------------------------|

| | COMMUNITY | COUNTY | BOARD | TOTAL |
|-------------------|-----------|-----------|-----------|--------------------|
| TRI-PARTY PROGRAM | \$225,000 | \$225,000 | \$225,000 | \$675,000 |
| Contribution | | | \$675,000 | \$675,000 |
| TOTAL SHARES | \$225,000 | \$225,000 | \$900,000 | \$1,350,000 |



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant Manager
Dee Ann Irby, Controller
Alex Bellak, Information Technology Director
Peter Hullinger, Fire Chief
Shawn Hugg, Staff Lieutenant
Emily Frontera, Purchasing Manager

Subject: Contract Amendment: Fire Service Online Training Management Software – Fire Department

History

In 2019, Troy City Council approved an ongoing contract for *Vector LMS*, *Target Solutions*, by *Vector Solutions of San Diego, CA*, for online training management software program for the Troy Fire Department at an estimated annual cost of \$17,000.00 (Resolution #2019-08-089-J-6). Over the past three years, this program has proven invaluable through the reduction of paper forms, and increasing the operational efficiency and training management of our firefighters by delivering department policy updates; tracking firefighter credentials; and generating comprehensive, detailed training reports for OSHA, MIOSHA and ISO compliance. This has resulted in the more accurate capture of Fire Department training hours and an increased compliance with departmental requirements, as well as state and federal mandates. This software platform is a comprehensive solution for training management, compliance, and reporting

In 2021, *Target Solutions LMS* began to offer *Evaluations+*, an additional module to their al a carte product offering. Using this module, evaluators can record an individual's performance through the creation of custom skill sheets, get a comprehensive picture of all employee competencies, identify trends, address areas for improvement, and/or determine readiness for career growth. Through integration with *Target Solutions LMS*, the *Evaluations+* module adds skill sheets to established Credentials, allowing personnel to track progress in fulfilling task books – incorporating all relevant online training, activities, and skill demonstrations.

In addition to the incorporation of the *Evaluations+* module, due to growing operational costs nationwide, we have experienced an increasing cost per user fee for the base *Target Solutions LMS* program. The cost per user fee is based on an annual 3% increase as established by the vendor.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

- The *Target Solutions LMS* online training management software program continues to meet all expectations providing a reliable and valuable software system for the Troy Fire Department.
- Expanding the contract to include the *Evaluations +* module and increasing the number of users will allow for growth in the department as well as added levels of performance and tracking resources essential to the functions of the Fire Department.
- In the best interest of the City, it is recommended to amend the current contract with sole source provider, *Vector Solutions of San Diego, CA* to increase the user quantity for the *Vector LMS, Target Solutions Premier Membership* and to include the *Evaluations+* module.
- Pricing for the additional services has been provided by Vector Solutions as detailed in the attached amended agreement proposal.

Financial

Funds are budgeted and available annually in the Fire Department Contractual Services Computer Maintenance Account Number 101.336.343.7802.040.

Recommendation

In the best interest of the City, City Management recommends amending the current ongoing contract with sole source provider, *Vector Solutions of San Diego, CA*, for the *Vector LMS Target Solutions* online training management software, and *Evaluations+* skill assessment module for the Fire Department for an estimated yearly amount of \$24,000.00 plus an annual 3% per user fee increase.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Schedule A – Additional Services

This Contract Revision Form supplements and amends Schedule A to the Client Agreement signed on 2018-08-01 between the Vector Solutions entity and the Client named below as of the Effective Date. (Contract Revision Order No. 1 Effective Date)

Date: Monday, April 18, 2022

Client Information

| | |
|---|---|
| Client Name: Troy Fire Department (MI) | |
| Address: 500 West Big Beaver Road Troy, MI 48084 | |
| Primary Contact Name: Shawn Hugg | Primary Contact Phone: 248-321-9447 |

Amendment Effective Date

| |
|----------------------------------|
| Start Date: 07/01/2022 |
|----------------------------------|

Invoicing Contact Information (Please fill in missing information)

| | | | |
|---|-------------|---------------------------------------|---------------------------------|
| Billing Contact Name: Shawn Hugg | | | |
| Billing Address: 500 West Big Beaver Road Troy, Michigan 48084 | | Billing Phone: 248-524-3422 | |
| Billing Email: shawn.hugg@troymi.gov | PO#: | Billing Frequency: Annual | Payment Terms: Net 30 |

Annual Fee(s) – Effective 07/01/2022

| Product Code | Product Name | Former Product Name | Description | Existing Qty | Additional Qty | Total Qty | Prorated Price – Additional Qty | Prorated Sub Total |
|--------------|--|--------------------------|---|--------------|----------------|-----------|---------------------------------|--------------------|
| TSMINTFEES | Vector LMS, TargetSolution s Edition - Maintenance Fee | Formerly Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | 0 | 1 | \$395.00 | \$395.00 |

| | | | | | | | | |
|-----------|---|--|---|-----|-----|-----|---------|-------------|
| TSPREMIER | Vector LMS, TargetSolution s Edition Premier Membership | Formerly TargetSolutions Premier Membership Platform | Training management for public entities and professionals | 164 | 28 | 192 | \$97.25 | \$18,672.00 |
| TSEVAL | Vector Evaluations+ | | Vector Evaluations+ for web and mobile | | 192 | 192 | \$25.00 | \$4,800.00 |

Grand Total: \$23,867.00

Annual Fee(s) for – Renewal Contract Start Date 07/01/2023

| Product Code | Product Name | Former Product Name | Description | Qty | Annual Price | Annual Sub Total |
|--------------|--|---|---|-----|--------------|------------------|
| TsMAINTFEES | Vector LMS, TargetSolutions Edition - Maintenance Fee | Formerly Maintenance Fee | Annual maintenance of Vector LMS, TargetSolutions Edition | 1 | \$395.00 | \$395.00 |
| TSPREMIER | Vector LMS, TargetSolutions Edition Premier Membership | Formerly TargetSolutions Premier Membership Platform | Training management for public entities and professionals | 192 | \$100.17 | \$19,232.64 |
| TSEVAL | Vector Evaluations+ | | Vector Evaluations+ for web and mobile | 192 | \$25.75 | \$4,944.00 |

Grand Total: \$24,571.64

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Troy Fire Department (MI)
500 West Big Beaver Road
Troy, MI 48084

By: _____

By: _____

Printed Name: Brandi Howe

Printed Name:

Title: Senior Director of Renewal Management

Title:

Date: _____

Date: _____



SCHEDULE A

CONFIDENTIAL**TargetSolutions**

10805 RANCHO BERNARDO ROAD, SUITE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 - TOLL FREE
 858-592-6880 - DIRECT / 858-487-8762 - FAX

TS Sales Contact: David Farrar**Email:** david.farrar@targetsolutions.com**Phone:** 773-294-7215**DATE of SUBMISSION**

7/10/2018

LICENSE TERMS: 19 months**Proposal To:****Shawn Hugg** | Fire Inspector | Research & Technology

Troy Fire Department |

[500 W. Big Beaver, Troy, MI 48084](#) | Office: 248-524-3422 | Mobile: 248-321-9447**TargetSolutions Online Training Platform License** Customized Website, Administration Tools, and Applications

| DESCRIPTION | UNIT PRICE PER USER | QUANTITY (# of Users) | TOTAL |
|---|---|--------------------------|-------------------|
| Career Tracking Platform - 12/1/18-6/30/19 (prorated term portion) | 51.91 | 169 | 8772.79 |
| Career Tracking Platform - 7/1/19-6/30/20 | please see notes for costs of per user per year during this 12 month term | | |
| Full TargetSolutions platform capabilities/applications PLUS course library of HR & Employment Practices, OSHA & Compliance, Driving Safety, Office Skills, EVO & EMS Recertification course bundles | included/ unlimited use | | |
| Annual Maintenance Fee (prorated amount from 12/1/18-6/30/19) Note: Maintenance Fee is billed annually each year at \$395 | | | \$ 230.41 |
| Optional Products and/or services: | | | \$ - |
| One Time Set Up Fee (Discounted: see Notes) | \$ - | | \$0 |
| | TOTAL DUE FOR PRORATED PORTION (INCLUDES 169 PRORATED USERS, ANNUAL MAINTENANCE FEE PRORATED) | | \$9,003.20 |

Notes: One time set up fee of \$1500 waived if proposal is signed by 10/31/17.

User costs per user year starting 7/1/19-6/30/20 term is \$89/user/year. Proposal may be signed on 9/1/18 or later to use time from 9/1/18-12/1/18 as "pilot site" time. Targetsolutions will build site and provide access to Troy FD to use platform for their FD once proposal is signed on or after 9/1/18. **08/01/2018**

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. **Access.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. **Availability.** TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.** 4.1. Client acknowledges that TSL alone (and its licensors,

where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

6. Mutual Warranties and Disclaimer.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. **Limitation on Liability.** Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. **Indemnification.** TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. **Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. **Force Majeure.** TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. **No Waiver.** No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. **Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. **Entire Agreement.** This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: **Troy Fire Department**

Address: **500 W. Big Beaver Troy, MI. 48084**

By: _____

Printed Name: _____

Title: _____

Date: _____

By:  _____

Printed Name: Shawn Hugg

Title: Troy Fire Department

Date: 08.01.2018

Schedule A

(Attached)



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-09

CITY COUNCIL AGENDA ITEM

Date: June 29, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement, Troy Westington, LLC,
Sidwell #88-20-21-101-047

History

The Westington, located in Section 21 on the south side of Wattles, east of Crooks is a three-story multi-family development currently under construction. The property is zoned NN (Neighborhood Node "I") District.

Troy Planning Commission granted preliminary site plan approval at their December 8, 2020 meeting (Resolution #PC-2020-12-035).

City Council previously accepted water main and sanitary sewer easements at their July 26, 2021 meeting (Res #2021-07-116-J-7). Further review necessitates an additional easement for franchise utilities. The Engineering department received a permanent easement for public and franchise utilities from Troy Westington, LLC, owner of the property having Sidwell #88-20-21-101-047.

Financial

The consideration amount on this document is \$1.00.


Recommendation

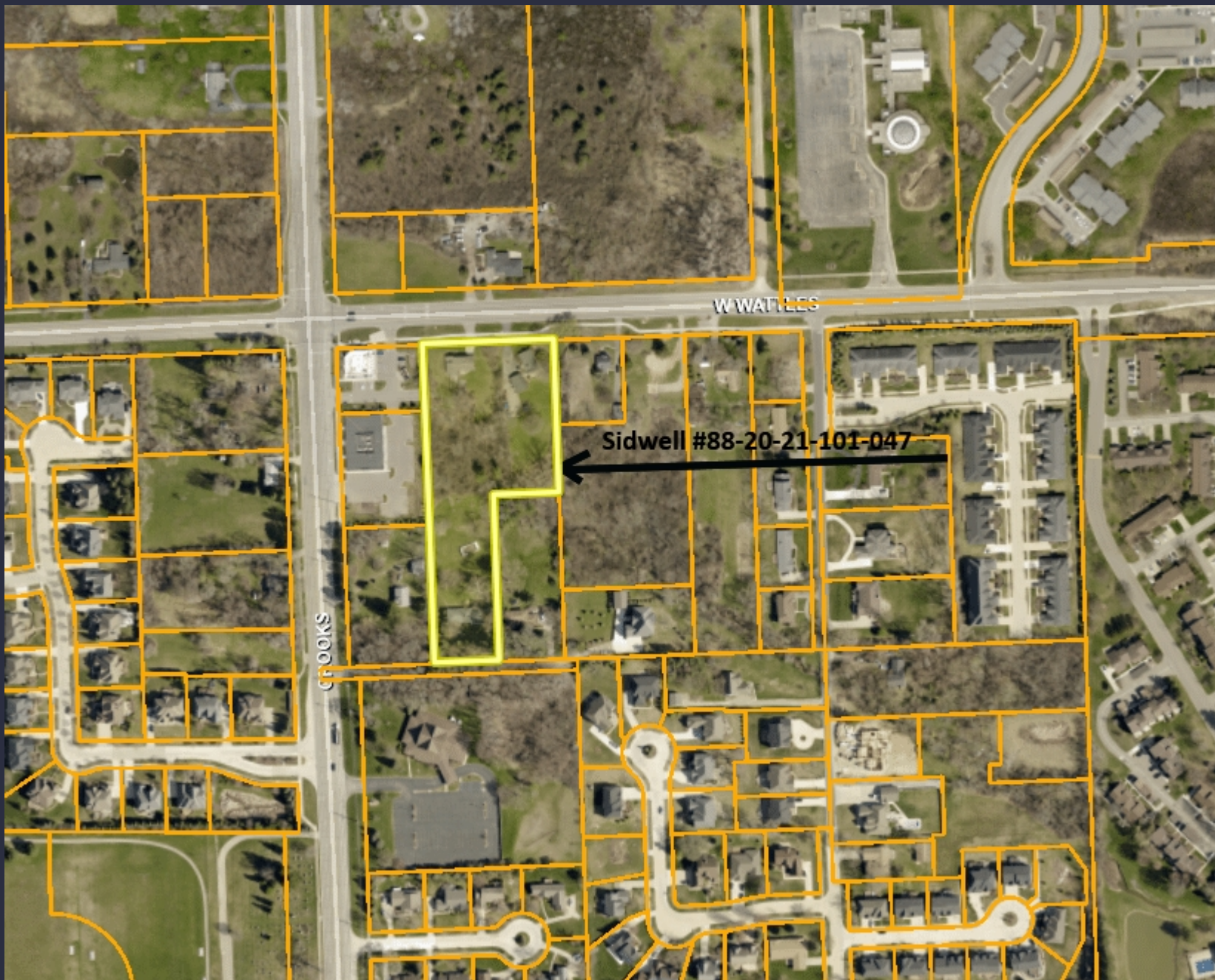
City Management recommends that City Council accept the permanent easement consistent with our policy of accepting easements for development and improvement purposes.



GIS Online

Legend:

 Tax Parcel



Notes:

Troy Westington, LLC
88-20-21-101-047
PU & Franchise Easement

Map Scale: 1=424
Created: June 30, 2022



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

**PERMANENT EASEMENT
FOR PUBLIC AND FRANCHISE UTILITIES**

Sidwell #88-20-21-101-047 (pt of)

TROY WESTINGTON, LLC., a Michigan limited liability company, Grantor(s), whose address is 1612 Muer, Troy, MI 48084, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove and/or replace public and franchise utilities, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" and "B" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 28 day of June A.D. 2022.

Troy Westington, LLC
a Michigan limited liability company

By  (L.S.)
* Safet Stafa
Its Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of June, 2022, by Safet Stafa, Manager of Troy Westington, LLC, a Michigan limited liability company, on behalf of the company.

LARYSA FIGOL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-02-2024
Acting in the County of Oakland


*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by:
Larysa Figol, SR/WA
City of Troy
500 West Big Beaver
Troy, MI 48084

When recorded return to:
City Clerk
City of Troy
500 West Big Beaver
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURE

EXHIBIT A
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per PEA Group)

OVERALL PARCEL (PARCEL ID 20-21-101-004, -101-005 & 101-008)

A parcel of land over part of the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, and being more particularly described as:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width) and the POINT OF BEGINNING; thence along said south line, S89°58'00"E, 287.00 feet; thence S00°07'17"W, 336.00 feet; thence N89°58'00"W, 143.50 feet; thence S00°07'17"W, 363.00 feet to the north line of Barilane Street (25 foot wide private road); thence along said north line, N89°58'00"W, 143.50 feet; thence N00°07'17"E, 699.00 feet to the aforementioned south line of Wattles Road and the POINT OF BEGINNING.
Containing 3.41 acres of land, more or less.

LEGAL DESCRIPTION
(Per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT 'A'

A 10' wide franchise utility easement extending to and terminating at the property lines over the previously described parcel of land situated in the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width) and the PARCEL POINT OF BEGINNING; thence S89°58'00"E 2.87' to the POINT OF BEGINNING of the centerline of said easement; thence the following twelve (12) courses and distances:

L1) S00°01'59"W 0.86'; L2) S87°54'27"E 83.72'; L3) S00°27'17"W 350.80'; L4) N89°52'43"W 72.31'; L5) S00°03'33"W 41.15'; L6) N63°36'29"E 145.37'; L7) S89°58'00"E 71.44'; L8) N00°15'05"E 208.99'; L9) N08°41'07"W 52.01'; L10) N00°01'59"E 67.10'; L11) N89°57'48"W 18.48'; L12) N72°21'12"W 11.57' to the POINT OF ENDING.

LEGAL DESCRIPTION
(Per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT 'B'

A 10' wide franchise utility easement extending to and terminating at the property lines over the previously described parcel of land situated in the Northwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence along the north line of said Section 21, S89°58'00"E, 248.00 feet; thence S00°07'17"W, 60.00 feet to the south line of Wattles Road (120 foot width) and the PARCEL POINT OF BEGINNING; thence S89°58'00"E 264.36' to the POINT OF BEGINNING of the centerline of said easement; thence the following three (3) courses and distances:

L13) S83°56'43"E 9.53'; L14) S00°02'00"W 146.49'; L15) S89°12'44"E 12.93' to the POINT OF ENDING.

| Line Table | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L1 | S00°01'59"W | 0.86' |
| L2 | S87°54'27"E | 83.72' |
| L3 | S00°27'17"W | 350.80' |
| L4 | N89°52'43"W | 72.31' |
| L5 | S00°03'33"W | 41.15' |
| L6 | N63°36'29"E | 145.37' |

| Line Table | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L7 | S89°58'00"E | 71.44' |
| L8 | N00°15'05"E | 208.99' |
| L9 | N08°41'07"W | 52.01' |
| L10 | N00°01'59"E | 67.10' |
| L11 | N89°57'48"W | 18.48' |
| L12 | N72°21'12"W | 11.57' |

| Line Table | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L13 | S83°56'43"E | 9.53' |
| L14 | S00°02'00"W | 146.49' |
| L15 | S89°12'44"E | 12.93' |

CLIENT
TROY WESTINGTON LLC
1612 MUER RD.
TROY, MI 48084

SHEET 1 OF 2
FEBRUARY 23, 2022
2019-268

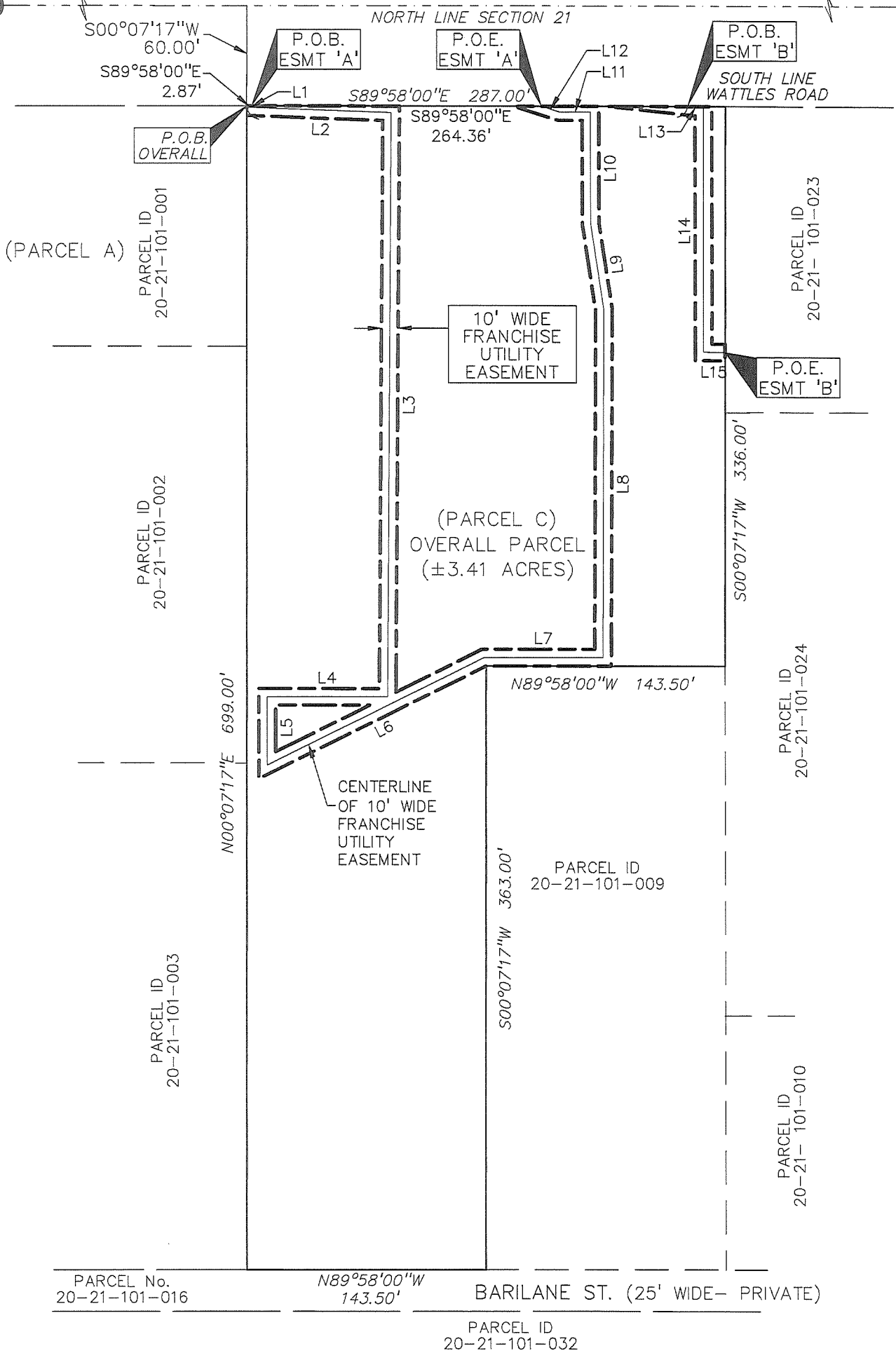
PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT B
FRANCHISE UTILITY
EASEMENT
WEST WATTLES ROAD
(120' WIDE - PUBLIC)

NORTH 1/4
CORNER
SECTION 21,
T.2N., R.11E.

NORTHWEST
CORNER
SECTION 21,
T.2N., R.11E.



CLIENT
TROY WESTINGTON LLC
1612 MUER RD.
TROY, MI 48084

0 40 80
SCALE: 1" = 80'



SHEET 2 OF 2
FEBRUARY 23, 2022
2019-268

PEA
GROUP

t: 844.813.2949
www.peagroup.com

PROJECTS 2019-2021: THE WESTINGTON - CARRY SURVEY OF TROY FRANCHISE UTILITY EASEMENT



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 6, 2022

To: Honorable Mayor and Members of the Troy City Council

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney
Robert F. Bruner, Assistant City Manager
R. Brent Savidant, Planning Director
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Third Amendment to Consent Judgment in the matter of
Somerset Collection, et al v City of Troy lawsuit, Case Number 87-cv-72022

In 1990, the City of Troy resolved pending litigation with the respective owners of Somerset Mall, Somerset North, and Somerset Inn by entering into a Consent Judgment. The provisions of the Consent Judgment permitted, among other things, the expansion of the existing Somerset Mall on the south side of Big Beaver and the construction of the mall on the north on the north side of Big Beaver, which taken together are known today as the Somerset Collection. As set forth in the Consent Judgment, the case remains under the jurisdiction of the United States District Court. The Consent Judgment has been amended twice since 1990.

The building located at 2850 Coolidge Road in the City of Troy has been empty since the McCormick and Schmick's restaurant closed almost four years ago. Recently, the building was leased to Sports and Social ("S&S"), which is described as a "highly curated dining, entertainment, sports viewing and social concept." S&S is preparing to make interior and exterior renovations to the building and surrounding site, but cannot make all the desired modifications without the entry of an amendment to the Consent Judgment. The proposed attached Third Amendment to the Consent Judgment would allow for the requested improvements, which is primarily the addition of a patio for outside seating, and other improvements to the surface parking lot that serves the building.

The site plan attached to the amended Consent Judgment has been administratively approved. The Third Amended Consent Judgment and must be approved by the parties, including Troy City Council. Following the approval by the parties, the next step is to present the Third Amendment to the Consent Judgment to the US District Court for entry.

Recommendation

The site plan attached to Third Amendment to the Consent Judgment has been administratively approved using the building permit review and approval process, but this is contingent upon the approval of the attached Third Amendment to Consent Judgment. City Administration recommends approval.

Attachments:
Third Amendment to Consent Judgment with Exhibits A-E

-----Space Above Reserved for Recording-----

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOMERSET COLLECTION
LIMITED PARTNERSHIP, a Michigan
limited partnership, as successor-in-interest
to Somerset Mall Limited Partnership, and
Frankel/Forbes-Cohen Associates, a Michigan
Co-partnership, as successor-in-interest to
Somerset North Limited Partnership, and
Somerset Inn Limited Partnership,
a Michigan limited partnership,

Case No: 87-CV-72022
Honorable Matthew F. Leitman

Plaintiffs,

v

CITY OF TROY, a Michigan Home
Rule City,

Defendant.

_____/

THIRD AMENDMENT TO CONSENT JUDGMENT

At a session of said Court held in
the US Courthouse in the City of Detroit,
Wayne County, Michigan on: _____
Present: Honorable Judge Matthew F. Leitman

The predecessors of Somerset Collection Limited Partnership (hereinafter "Collection"), Somerset Mall Limited Partnership, Somerset North Limited Partnership, and Somerset Inn Limited Partnership, as plaintiffs, and the City of Troy ("Troy"), as defendant, negotiated and entered into a Consent Judgment approved and entered by this Court on November 21, 1990. (Exhibit A, Consent Judgment without exhibits).

The Consent Judgment was Amended for the first time on December 15, 1994. (Exhibit B, Amendment to Consent Judgment without exhibits). On September 30, 1997, this Court approved and entered a second amendment to the Consent Judgment. (Exhibit C, Second Amendment to Consent Judgment without exhibits).

This Court retained jurisdiction of this matter to enforce and effectuate the terms and intent of the Consent Judgment. The parties now come before this Court with a third request to amend the Consent Judgment to permit certain improvements and modifications to the free-standing building and associated surface parking lot located at 2850 Coolidge Road.

The property which is the subject of this third amendment to the Consent Judgment is bounded by Big Beaver Road, Coolidge Road, Golfview, and Lakeview. Title to the subject property is currently held by Somerset Collection Limited Partnership which leases a portion of the subject property to S&S Michigan 1, LLC d/b/a Sports and Social (hereinafter "S&S") which is not a party to the underlying lawsuit or Consent Judgment. The portion of the subject property leased to S&S is commonly known as 2850 Coolidge Road and is depicted on Exhibit D.

As evidenced by the signatures of the parties' authorized agents and this Court, the Third Amendment to Consent Judgment is approved.

THIS COURT FINDS:

- A. Jurisdiction has been retained by this Court.
- B. Title to the subject property is held by Somerset Collection Limited Partnership. S&S leases a portion of the subject property, commonly known as 2850 Coolidge Road.

C. S&S, with the permission of Plaintiffs, submitted a site plan to Defendant City of Troy which was administratively approved by the building permit review and approval process on June 29, 2022. (Exhibit D, Site Plan, Drawing Number C-3.0, Approved June 29, 2022).

D. The approved site plan reflects the addition of a 1400 square foot patio to the building exterior and certain modifications within the surface parking lot as reflected on the site plan. (Exhibit D).

IT IS ORDERED:

1. Except as specifically modified below, the Consent Judgment, including the prior approved amendments, remains in full force and effect. A certified copy of this Third Amendment to Consent Judgment shall be recorded in the office of the Oakland County Register of Deeds at the sole expense of Plaintiffs.

2. Notwithstanding any provisions in the Consent Judgment, its exhibits, and each and every amendment thereto, the attached preliminary site plan attached as Exhibit D is approved and the improvements and modifications may be constructed as depicted once a

building permit is issued by Troy's Building Department. A building permit shall be issued in accordance with the Plan Review comments dated June 30, 2022 (Exhibit E). Troy shall not unreasonably withhold the issuance of a building permit.

3. By Resolution No. _____ dated _____, Troy approved the execution of this Third Amendment to the Consent Judgment by the City Attorney and the entry of same by this Court.

HONORABLE MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

Approved as to form and substance:

SOMERSET COLLECTION LIMITED PARTNERSHIP, successor in interest to Somerset Mall Limited Partnership, Plaintiff

By: _____

Its: _____

FRANKEL/FORBES-COHEN ASSOCIATES, successor in interest to Somerset North Limited Partnership, Plaintiff

By: _____

Its: _____

SOMERSET INN LIMITED PARTNERSHIP, Plaintiff

By: _____

Its: _____

CITY OF TROY, Defendant

By: _____

LORI GRIGG BLUHM (P46908)

Its: CITY ATTORNEY

EXHIBIT A

EXHIBIT A to Third Amendment to Consent Judgment

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

11-21-90
Pal
Executed Copy

SOMERSET MALL LIMITED PARTNERSHIP,
a Michigan limited co-partnership,
and SOMERSET NORTH LIMITED
PARTNERSHIP, a Michigan limited
co-partnership, and SOMERSET INN
LIMITED PARTNERSHIP, a Michigan
limited co-partnership,

Plaintiffs,

v

Case No. 87-CV72022 DT

CITY OF TROY, a Michigan
Home Rule City, and BOARD
OF ZONING APPEALS OF THE
CITY OF TROY, a Michigan
statutory quasi-judicial body,

Honorable Anna Diggs Taylor

Defendants.

ERIC J. McCANN (P17276)
CHARLES J. PORTER (P19009)
Attorneys for Plaintiff
33 Bloomfield Hills Park, Ste. 155
Bloomfield Hills, Michigan 48013
(313) 647-9505

PETER A. LETZMANN (P16587)
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CONSENT JUDGMENT

At a session of said Court held in
the U.S. Courthouse, in the City of
Detroit, Wayne County, Michigan
on: _____

PRESENT: HONORABLE ANNA DIGGS TAYLOR, U.S. DISTRICT JUDGE

Plaintiffs, Biltmore Development Co. (Biltmore), whose
successor in interest is Somerset Mall Limited Partnership, a
Michigan limited co-partnership (Somerset Mall), Somerset North

Limited Partnership, a Michigan limited co-partnership (Somerset North) and Somerset Inn Limited Partnership, a Michigan limited co-partnership (Somerset Inn), and Defendants, City of Troy and the Board of Zoning Appeals of the City of Troy (Troy), have entered into negotiations to compromise and settle this litigation and have stipulated and agreed on the form and substance of this Consent Judgment to reflect their agreed upon settlement, and this Court has approved this Judgment;

THIS COURT FINDS:

A. It has retained and possesses jurisdiction over this action.

B. During the pendency of this proceeding plaintiff, BILTMORE DEVELOPMENT COMPANY, a Michigan Limited Co-partnership, distributed its assets to its individual partners, some of whom have formed SOMERSET MALL LIMITED PARTNERSHIP, a Michigan Limited Co-partnership, the entity which now holds title to the land formerly owned by BILTMORE DEVELOPMENT COMPANY and which is the subject matter of this litigation.

C. Somerset Mall and Saks Fifth Avenue, not a party to this proceeding, are the owners of Parcel A, which is legally described in Exhibit A-1 which is attached to this Consent Judgment. A Development Plan for development of Parcel A is attached as Exhibit A-2.

D. Somerset North is the owner of Parcel B, which is legally described in Exhibit B-1 which is attached to this Consent Judgment.

E. Yarmouth Enterprises, a Michigan limited co-partnership, has been renamed Somerset Inn Limited Partnership, a Michigan Limited Co-partnership (Somerset Inn), is the owner of Parcel C, which is legally described in Exhibit C-1 attached to this Consent Judgment.

F. The dedications and conveyances agreed to in paragraphs A5, B1 and C1 benefit Parcels A, B and C.

(G.) Gross leasable area (GLA) for the purposes of this judgment shall mean 80% of the gross building area.

IT IS ORDERED:

PARCEL "A"

Generally known as Somerset Mall,
bounded by Big Beaver, Coolidge,
Golfview and Lakeview.

A1. After entry of this Consent Judgment, Parcel A (Somerset Mall) may be developed, used and occupied as depicted in the Development Plan attached as Exhibit A-2 without need for site plan approval or variances. Troy accepts the location of existing buildings. This does not preclude requests for additional variances. Any development and use of Parcel A shall be in accordance with article XXI, "B-2", Community Business District, of Chapter 39 of the Troy City Code unless otherwise modified by this Consent Judgment. The Development Plan allows for an expansion of Somerset Mall sufficient to permit additional gross leasable area (GLA) up to a total of 614,000 square feet as shown on Exhibit A-2 which includes approximately 144,120 square feet to be used for the

construction of a Neiman Marcus, Bloomingdale's, I. Magnin, or with the approval of Troy, another retail store of comparable reputation and quality.

A2. Somerset Mall shall adhere to the general plan reflected in the Development Plan regarding land areas, rights-of-way, driveways, walls, landscaping, sidewalks, and road improvements and shall comply with all conditions of development set forth in this Consent Judgment. Somerset Mall shall cooperate with Troy regarding the scope and location of the pedestrian concourse over Parcel A. In the event parking spaces are lost because of the pedestrian concourse, the need to replace such parking spaces shall be as provided in paragraph (A14). However, minor modifications to the Development Plan not inconsistent with the spirit of this Consent Judgment may be made without the necessity of amending this Consent Judgment so long as Troy and Somerset Mall consent in writing to such modifications.

A3. In developing and using Parcel A, Somerset Mall shall adhere to all codes, ordinances and design standards of Troy except as otherwise modified by the terms of this Consent Judgment.

A4. Somerset Mall means plaintiff Somerset Mall Limited Partnership and its officers, partners, agents, employees, successors and assigns.

A5. In recognition of the benefits to be received and in settlement of the court actions listed at paragraph C15, Somerset Mall hereby voluntarily dedicates and conveys its interest for one dollar to Troy (by warranty deed to be executed and delivered prior

to or simultaneously with entry of this Consent Judgment and a letter of intent from Saks to convey the portion of the property described below and owned by Saks prior to entry of this Consent Judgment to the City within 60 days of entry of this Consent Judgment) fee simple, lien-free title to the following proposed rights of way:

a. The north 102 feet of Parcel A which runs along Big Beaver Road, Coolidge east to Lakeview, so that the Big Beaver Road right-of-way will extend 102 feet south from the north line of section 29 to the north boundary of Parcel A after the conveyance as described in Exhibits A-4 and A-5.

b. The west 80 feet of Parcel A which runs along Coolidge Highway, Big Beaver Road south to Golfview, so that the Coolidge Highway right-of-way will extend 80 feet east from the west line of section 29 to the west boundary of Parcel A after the conveyance as described in Exhibits A-4 and A-5.

c. A 30 x 30 foot triangular parcel each at (1) the northeast corner of Golfview and Coolidge described in Exhibit A-4, (2) the southeast corner of Coolidge and Big Beaver described in Exhibit A-5, and (3) the southwest corner of Lakeview and Big Beaver described in Exhibit A-4.

To the extent any of the above-described property is owned by an entity other than Somerset Mall Limited Partnership, including Saks Fifth Avenue, SOMERSET MALL LIMITED PARTNERSHIP shall arrange for the titleholder to convey the said property directly to the City of Troy within 60 days after entry of this Consent Judgment. Somerset shall indemnify Troy in the event there is a defect in title or the conveyance.

A6. Somerset Mall waives its right, if any, to appraisals of and compensation for the properties described in paragraph A5 (a), (b) and (c) above.

A7. Troy shall use the properties described in paragraph A5 (a), (b) and (c) for road and other public rights of way purposes only.

A8. Simultaneously with the conveyances described in paragraph A5 (a), (b) and (c), Troy shall grant a license to Somerset Mall and adjoining mall property owners to use and occupy the property described in paragraph A5 (a), Exhibit A-7 until Troy determines it needs the property described in paragraph A5 (a) for the widening and improvement of Big Beaver Road and/or Coolidge Highway; in paragraph A5 (b), and an easement to Saks, Exhibit A-8 until Troy determines it needs the property described in paragraph A5 (b) for the widening and improvement of Big Beaver and/or Coolidge; and in paragraph A5 (c). It is understood that Troy's need for possession will be for the actual construction of the improvements or to satisfy or comply with the requirements of other governmental agencies and Troy's ordinances only. Troy is granted

possession of those properties without further legal action preparatory to construction of the public improvements. As to each of such parcels, Troy will give the adjoining property owners 30 days notice of the date Troy contemplates construction will commence and the adjacent property owners will cease use of such parcel prior to commencement of the actual construction.

A9. Somerset Mall and adjoining mall property owners shall hold Troy harmless from any liability as a result of Somerset Mall and adjoining mall property owners' use and occupancy of the property described in paragraph A5 (a), (b) and (c) during the term of the licenses.

A10. In recognition of Troy's need for temporary use of its land during construction, Somerset Mall hereby voluntarily grants and will obtain from any other adjoining mall property owner, including Saks Fifth Avenue, temporary construction easements for One Dollar to Troy over Parcel A during the period of construction to improve Big Beaver Road and Coolidge Highway, being limited to the following areas: 30 feet south of and along the new Big Beaver right-of-way and 20 feet east of and along the new Coolidge right-of-way. Within the time provided in paragraph A5, the easements over the Saks property shall be executed and delivered to the City of Troy, Exhibit A-10. The other easements shall be executed and delivered to Troy prior to or simultaneously with entry of this Consent Judgment, Exhibit A-11. Troy shall notify Somerset Mall in writing as early as possible but at least 30 days prior to the anticipated construction. Thereafter, construction within the

easements shall be done in a manner so as not to cause an unreasonable amount of disruption to the adjacent businesses.

A11. Somerset Mall waives its right, if any, to appraisals of and compensation for the temporary construction easements described in paragraph A10.

A12. For any future development and use of Parcel "A", Somerset Mall shall provide a minimum of 5.5 spaces per 1,000 square feet of gross leasable area (GLA) prior to receiving any certificate of occupancy for the expansion to the mall or for the Neiman Marcus as described in paragraph A1. Based on the Development Plan, Exhibit A-2, Somerset Mall shall provide a minimum of 2,440 parking spaces. For any other expansion up to the limits set in paragraph A1, up to 614,000 square feet of GLA, Somerset Mall shall provide parking at a rate of 5.5 spaces per thousand square feet of GLA or up to 3,377 parking spaces. If Troy determines that additional parking is necessary and to the extent the Arbitration Board described in paragraph A14 concurs, Somerset Mall shall provide additional parking spaces up to 6.1 spaces/1,000 square feet of gross leasable area, as determined by Troy. Based on the Development Plan, Exhibit A-2, this will require up to 2,706 parking spaces, or up to 3,745 spaces for expansion of up to 614,000 square feet of GLA. The additional parking spaces shall be provided by deck and/or surface area within two years after Troy's determination or decision of the Arbitration Board described in paragraph A14, whichever is later. Somerset Mall may at any time add additional parking spaces by adding to the deck parking areas.

The notice by Troy that it has determined that additional parking spaces are necessary must be made within 5 years after the issuance of the last final certificate of occupancy for the expansion or improvement on Parcel A as depicted in Exhibit A-2 and paragraph A1. The provisions of Chapter 39 (Zoning), Section 40.30.04 dealing with landscape requirements on sites involving parking structures are also modified to the extent necessary as indicated in Exhibit A-2.

A13. Notwithstanding the provisions of paragraph A12, any parking spaces lost by Somerset Mall due to the Big Beaver Road or Coolidge Highway improvements shall not have to be replaced by Somerset Mall unless a need for additional parking spaces is determined by Troy and to the extent the Arbitration Board described in paragraph A14 or Somerset Mall concurs. Troy shall not at any time pay any compensation for any loss or replacement of parking spaces.

A14. The need for additional parking, if any, shall be determined by an Arbitration Board which shall be made up of a Somerset Mall representative, a Troy representative and an independent arbitrator appointed by Somerset Mall's and Troy's representatives. The Arbitration Board shall convene within 90 days after notice by Troy and render its decision within 60 days of the conclusion of its hearing. Somerset Mall shall comply with the Board's decision within two years. The rules of the American Arbitration Association shall govern. The parties shall be responsible for the costs of their own representative and the cost

of the independent representative shall be shared equally by Troy and Somerset Mall.

A15. At such time as Troy determines that the improvements to Big Beaver Road, Coolidge Highway and other streets are to be made, Somerset Mall shall participate in a special assessment district and pay its pro rata share of the cost of improvements subject to the following conditions:

a. Troy may undertake the improvement of Big Beaver Road from I-75 through the Coolidge Highway intersection in stages or in one project. In the event that Troy undertakes the Big Beaver Road improvement project in stages, the Elbow Lane through Coolidge Highway intersection stage will be the last stage.

b. The special assessment district for the improvements to Big Beaver Road, Coolidge Highway and other streets shall be established in a manner consistent with Troy's general policies regarding special assessments.

c. The rate established for the special assessment shall be consistent throughout the district from I-75 through the Coolidge/Big Beaver intersection.

PARCEL "B"

Generally known as Somerset North, bounded by Big Beaver, Lakeview, Troy Board of Education property, Troy Estates #3 subdivision and Coolidge.

B1. In recognition of the benefits to be received and in settlement of the court actions listed at paragraph C15, Somerset North hereby voluntarily dedicates and conveys its individual interest for One Dollar to Troy (by warranty deed to be executed and delivered prior to or simultaneously with entry of this Consent Judgment) fee simple, lien-free title to the following proposed rights-of-way, to be used for road and other public right-of-way purposes only:

a. The south 102 feet of Parcel B, Somerset North which runs along Big Beaver Road, Coolidge east to Lakeview, so that the Big Beaver Road right-of-way will extend 102 feet north from the south line of section 20 to the boundary of Parcel B after the conveyance. A legal description is attached as Exhibit B-2, the subject of the litigation in paragraph C15(a).

b. The west 90 feet of Parcel B, which runs along Coolidge Highway, from Big Beaver north to the plat of Somerset North residential subdivision (W 1/4 cor. Sec. 20, T2N, R11E), so that the Coolidge Highway right-of-way will extend 90 feet east from the west line of section 20 to the west boundary of Parcel B after the conveyance. A legal description is attached as Exhibit B-3.

c. 100 feet of right-of-way for extension of Cunningham Drive east of Coolidge to Lakeview. A legal description is attached as Exhibit B-4.

d. 100 feet of right-of-way for extension of Lakeview Drive north of Big Beaver to Cunningham. A legal description is attached as Exhibit B-5.

e. A 30 x 30 foot triangular parcel each at (1) the northeast corner of Big Beaver and Coolidge (2) the southeast and northeast corners of the intersection of Cunningham and Coolidge, and (3) northwest corners of Big Beaver and Lakeview. Legal descriptions are attached in Exhibit B-6.

B2. Somerset North hereby voluntarily dedicates and conveys its interest for One Dollar to Troy (by warranty deed to be executed and delivered prior to or simultaneously with entry of this Consent Judgment) fee simple, lien-free title to the 20+ acres excluded from the residential subdivision and abutting the B-2 zoned area in Parcel B to the south and the 0.6 acres of B-2 zoned property north of Cunningham, a legal description for which is attached as Exhibit B-7. Troy shall rezone to R-1B and use the 0.6 acre parcel now zoned B-2 north of Cunningham Road and the 20± acres, excluding the Cunningham Road right-of-way, only for natural foliage, landscaping, open grass area, bicycle paths, (north of Cunningham Road only) pedestrian walkway (north of Cunningham Road only) and other passive park purposes with the specific exclusion of billboard signs, buildings, bus shelters, structures and like purposes. Troy shall grant appropriate easements for access to the B-2 zoned area to the south.

Open
Space
Use

B3. Somerset North means plaintiff Somerset North Limited Partnership, Frankel/Forbes-Cohen Associates, a Michigan co-partnership, and parties of interest their officers, partners, agents, employees, successors and assigns.

B4. Somerset North voluntarily waives its right, if any, to appraisals and compensation for the properties described in paragraph B1 (a), (b), (c), (d), (e) and B2.

B5. Simultaneous with the conveyances described in paragraph B1 (b), (c), (d), and (e), Troy shall grant a temporary license (Exhibits B-8, B-9, B-10 and B-11) to Somerset North and its successors, assigns and lessees to use and occupy the property described in paragraph B1 (b), (c), (d), and (e) until such time as Troy determines it needs the property for public improvements. It is understood that Troy's need for possession will be for the actual construction of the improvements or to satisfy or comply with the requirements of other governmental agencies and Troy's ordinances only. However, Troy is granted and may take immediate possession of the property described in B1(a) without further legal action. As to the parcels described in B1 (b), (c), (d), and (e), Troy will give the adjoining property owners 30 days notice of the date Troy contemplates construction will commence and the adjacent property owners will cease use of such parcel prior to commencement of the actual construction.

B6. Somerset North holds Troy harmless from any liability as a result of their use and occupancy of the property described in

paragraph B1 (b), (c), (d), and (e) during the term of the temporary license.

B7. In recognition of Troy's need for temporary use of its land during construction, Somerset North hereby voluntarily grants a temporary construction easement for One Dollar to Troy over Parcel B during the period of construction to improve Big Beaver Road, being limited to the following areas: 30 feet north of the Big Beaver right-of-way and 20 feet east of the Coolidge right-of-way. The easements shall be executed and delivered to Troy prior to or simultaneously with entry of this Consent Judgment. Troy shall notify Somerset North in writing as early as possible but at least 30 days prior to the anticipated construction. Construction within the easements shall be done in a manner so as not to cause an unreasonable amount of disruption to the adjacent businesses. A legal description of the easement is in attached Exhibit B-12 and B-13.

B8. Somerset North waives its right, if any, to appraisals of and compensation for the temporary construction easement described in paragraph B7.

B9. At such time as Troy determines that the improvements to Big Beaver Road, Coolidge Highway and other streets are to be made, Somerset North shall participate in a special assessment district and pay their pro rata share of the cost of improvements, subject to the following conditions:

- a. Troy may undertake the improvement of Big Beaver Road from I-75 through the Coolidge Highway intersection

in stages or in one project. In the event that Troy undertakes the Big Beaver Road improvement project in stages, the Butterfield Street through Coolidge Highway intersection stage will be the last stage.

b. The special assessment district for the improvements to Big Beaver Road, Coolidge Highway and other streets shall be established in a manner consistent with Troy's general policies regarding special assessments.

c. The rate established for the special assessment shall be consistent throughout the district from I-75 through the Coolidge intersection.

B10. Somerset North shall pay for the construction of Lakeview Drive north of Big Beaver Road, Cunningham Drive east of Coolidge Highway over Parcel B, and the intersection/median of Coolidge Highway. The road indicated on attached Exhibit B-14 shall comply with all present applicable engineering design standards of Troy and be consistent with a route which will provide the greatest amount of traffic safety to the area as determined by Troy.

B11. The parties acknowledge that the Cunningham Road east of Coolidge crosses land presently zoned R-1B. Somerset North agrees that the construction and location of the road shall not be a reason for rezoning of any residentially zoned land.

B12. Somerset North shall continue residential development in the north portion of Parcel B consisting of approximately 144 residential lots according to the time schedule submitted by

Professional Engineering Associates, a copy of which is attached as Exhibit B-15-1, so that houses may be built on the lots during the 1991 construction season unless prevented by acts of God, riots, war, other governmental agencies, and the like, not in the control of Somerset North, its partners, agents, employees, successors and assigns. The area to be developed is approximately 70 acres and is depicted in the Somerset North Subdivision Plat, a copy of which is attached as Exhibit B-15-2. In connection with the construction of homes upon the residential lots, Troy agrees to permit the side yard setbacks for the individual lots, as follows:

a. The side yard setback on the non-driveway side of the residence shall be no less than 8 feet for the purpose of permitting the construction of side entrance garages on the lots.

b. The side yard setback on the driveway side shall be no less than 24 feet.

c. No two (2) garage doors shall face each other on abutting lots.

d. To compensate for the reduced side yard setback, the builder shall extend the driveway beyond the garage for an additional distance sufficient to facilitate entry to and exit turn around from the garage.

The inability or failure to construct the homes within the 1991 construction season by the Plaintiffs or their successors in interest shall not constitute default.

4.20± Acre Parcel

B13. Somerset North shall maintain the land described in paragraph B2 in a manner consistent with the B-2 zoned property, and Somerset North shall pay for the grading, landscaping and maintenance of the land.

B14. After entry of this Consent Judgment, Parcel B (Somerset Mall North) may be developed, used and occupied as depicted in the Development Plan attached as Exhibit B-16 without need for site plan approval or variances. This does not preclude requests for additional variances. Future use and development of B-2 portion of Parcel B shall be in compliance with all applicable and enforceable codes, ordinances, and design standards of Troy including, but not limited to, Chapters 39 (Zoning) and 78 (Signs) of the Troy City Code, except as modified by this Consent Judgment. However, development in accord with the B-2 zoning district classification under Chapter 39 may occur at a density not to exceed 850,000 square feet of gross leasable area. Pursuant to the "development plan", Exhibit B-16, off street parking spaces are to be provided at a minimum rate of 5.5 spaces /1,000 square feet of gross leasable area up to 6.1 spaces/1,000 square feet of gross leasable area based on the procedure described in paragraphs A12 and A14. Troy shall not at any time pay any compensation for any loss or replacement of parking spaces. Additional waivers for setback and height, not shown in Exhibit B-16 consistent with this consent judgment to allow building of a mall up to 850,000 GLA will not be unreasonably withheld. The proposed Mall on parcel B shall contain

"anchors" of a marketing quality of Nordstrom, Bloomingdale's, Macy's, Marshall Fields (Dayton Hudson) or better.

PARCEL "C"

Generally known as Somerset Inn,
bounded by Big Beaver, Lakeview,
Golfview, the Somerset Apartments
and Elbow Lane.

C1. In recognition of the benefits to be received from the proposed improvements to Big Beaver Road and other public facilities discussed herein, Somerset Inn hereby voluntarily dedicates and conveys its individual interest for One Dollar to Troy by warranty deed (to be executed and delivered prior to or simultaneously with entry of this Consent Judgment), fee simple, lien-free title to the following proposed right-of-way:

a. The north 102 feet of Parcel C, (Somerset Inn) which runs along Big Beaver Road from Lakeview to Butterfield Street, so that the Big Beaver Road right-of-way will extend 102 feet south from the north line of section 29 to the north boundary of Parcel C after the conveyance. A legal description is attached as Exhibit C-2.

b. A 30 x 30 foot triangular parcel each at (1) the southeast corner of Big Beaver and Lakeview and, (2) the southwest corner of Big Beaver and Butterfield Street. A legal description is attached as Exhibit C-3.

C2. Somerset Inn voluntarily waives its right, if any, to appraisals and compensation for the property described in C1(a), (b).

C3. Simultaneous with the conveyance described above, Troy shall grant a license to Somerset Inn to use and occupy the property until such time as Troy determines it needs the property described in paragraph C1, Exhibit C-4-1 and C-4-2, for the widening and improvement of Big Beaver Road and surrounding streets. It is understood that Troy's need for possession will be for the actual construction of the improvements or to satisfy or comply with the requirements of other governmental agencies and Troy's ordinances only. However Troy is granted and may take immediate possession of the property, described in paragraph C1 without further legal action preparatory to construction of the public improvements.

C4. In consideration for dismissal of Yarmouth Enterprises v City of Troy, Oakland County Circuit Court # 86-324260-CK, and Yarmouth Enterprises v City of Troy, Oakland County Circuit Court #87-336805-CK, Parcel C (Somerset Inn) shall be developed, used and occupied as depicted in the Site Plan attached as Exhibit C-5. Future use and development of Parcel C shall be in compliance with all applicable codes, ordinances, and design standards of Troy including, but not limited to, Chapters 39 (Zoning) and 78 (Signs) of the Troy City Code, except as modified by this Consent Judgment.

C5. Somerset Inn shall hold Troy harmless from any liability as a result of Somerset Inn's use and occupancy of the property

described in paragraph C1 (a) and (b) during the term of the easement.

C6. In recognition of Troy's need for temporary use of its land during construction, Somerset Inn hereby voluntarily grants a temporary construction easement for One Dollar to Troy over Parcel C during the period of construction to improve Big Beaver Road and surrounding roads being limited to the following areas: 30 feet south of the Big Beaver right-of-way, Exhibit C-6. Construction within the easement shall be done in a manner so as not to cause an unreasonable amount of disruption to adjacent businesses.

C7. Somerset Inn waives their right, if any, to appraisals of and compensation for the temporary construction easements described in paragraph A10.

C8. Troy shall use the property described in paragraph C1 (a) and (b) for road and other public purposes only.

C9. Based upon the site plan for Parcel "C" (Exhibit C-5), Somerset Inn shall provide a total of 1,603 parking spaces plus 135 additional spaces in reserve. After the taking of frontage for the widening of Big Beaver and reconfiguration of the parking area, there shall be 1,627, including spaces in reserve, parking spaces.

If Troy determines that additional parking spaces are necessary and to the extent the Arbitration Board described in Paragraph A14 concurs, Somerset Inn shall provide additional parking spaces up to a maximum of 1,827 spaces. The procedure and time parameters for Troy's request for additional parking spaces shall be the same as provided in paragraphs A12 and A14.

C10. At such time as Troy determines that the improvements to Big Beaver Road, Coolidge Highway and other streets are to be made, Somerset Inn shall participate in a special assessment district and pay its pro rata share of the costs of improvements, subject to the following conditions:

a. Troy may undertake the improvement of Big Beaver Road from I-75 through the Coolidge Highway intersection in stages or in one project. In the event that Troy undertakes the Big Beaver Road improvement project in stages, the Butterfield Street through Coolidge Highway intersection stage will be the last stage.

b. The special assessment district for the improvements to Big Beaver Road, Coolidge Highway and other streets shall be established in a manner consistent with Troy's general policies regarding special assessments.

c. The rate established for the special assessment shall be consistent throughout the district from I-75 through the Coolidge/Big Beaver intersection.

GENERAL TERMS AND CONDITIONS

1. In order to effectuate the intent of this Consent Judgment, and to reconcile any differences of the parties that may arise in connection with the performance of this Consent Judgment, this Court shall retain jurisdiction of this action, and the terms and provisions of this Consent Judgment shall be covenants running with

the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties to this action.

2. This Consent Judgment may be amended from time to time with the consent of the parties.

3. Although the dedication of property for road and other public purposes as described in paragraph A5, B1 and C1 contemplates that Troy intends to expand Big Beaver Road and use all of the right-of-way, Somerset Mall, Somerset North and Somerset Inn shall have the right and Troy agrees to meet with Somerset Mall, Somerset North and Somerset Inn or their representatives to discuss a widening of Big Beaver Road to a width less than the full right-of-way. In the event a right-of-way of less than 204 feet is utilized for the widening of Big Beaver Road and other public purposes, Troy will, upon request of the owners of the property, vacate and return to the adjacent property owners, by warranty deed, that portion of the 204 feet which was not required for road widening and other public purposes.

4. Somerset Mall, Somerset North, Somerset Inn, Biltmore Development Company, and their partners, agents, successors and assigns, waive and discharge any and all claims that they or any of them may have against Troy, its officials and employees, and the Board of Zoning Appeals for the City of Troy, arising out of any claim made in this lawsuit and those listed in paragraph C15 or by reason of the dedication and conveyance of the various rights-of-way and easements described in this Consent Judgment from Somerset Mall, Somerset North, Somerset Inn and adjoining mall property

owners for future public projects, and waive objection to the special assessment except as indicated in paragraphs A15(c), B9(c) and C9(c). The Plaintiffs in this cause of action shall hold harmless the City of Troy, its officials, employees and agents from any and all claims made including attorney fees and other costs of defense, by the Plaintiffs' tenants, potential tenants, or others arising from this Consent Judgment.

5. A certified copy of this Consent Judgment shall be recorded in the office of the Register of Deeds for the County of Oakland, Michigan in regard to Parcels A, B, and C described herein and the Register of Deeds is directed to accept the same for recordation.

6. Somerset Mall, Somerset North and Somerset Inn and Troy shall dismiss with prejudice the following court actions, without costs or attorney fees to either party, contemporaneously with entry of this consent judgment:

- (a) In Re: the Petition of the City of Troy, etc.
Oakland County Circuit Court #77-151484-CC.
Exhibit C-7.
- (b) Yarmouth Enterprises v City of Troy
Oakland County Circuit Court #86-324260-CK.
Exhibit C-8.
- (c) Yarmouth Enterprises v City of Troy
Oakland County Circuit Court #87-336805-CK
Exhibit C-9.
- (d) Biltmore Development Co. v City of Troy and
BZA, Oakland County Circuit Court #88-349707-CZ
Exhibit C-10.

A TRUE COPY

BY *Sherry Jones*
Clerk of Court

ANNA DICGS TAYLOR

U.S. District Judge

Approved as to form and substance:

SOMERSET MALL LIMITED PARTNERSHIP,
a Michigan limited co-partnership,
SOMERSET NORTH LIMITED PARTNERSHIP,
a Michigan limited co-partnership,
and SOMERSET INN LIMITED PARTNERSHIP,
a Michigan limited co-partnership,

By: *Samuel Frankel*
Samuel Frankel, their General Partner

By: *Eric J. McCann*
Eric J. McCann (Pl7276)
Attorney for Plaintiffs

By: *Hanley M. Gurwin*
Hanley M. Gurwin (Pl4472)
Attorney for Plaintiffs

CITY OF TROY

By: *Peter A. Letzmann*
Peter A. Letzmann (Pl6587)
City Attorney
Attorney for Defendants

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOMERSET COLLECTION LIMITED PARTNERSHIP,
a Michigan limited partnership, as successor-
in-interest to Somerset Mall Limited Partnership,
FRANKEL/FORBES-COHEN ASSOCIATES, a Michigan
co-partnership, as successor-in-interest to Somerset
North Limited Partnership, and SOMERSET INN LIMITED
PARTNERSHIP, a Michigan limited partnership,

Plaintiffs,

v.

Case No. 87-CV 72022 DT
Honorable Anna Diggs Taylor

CITY OF TROY, a Michigan Home Rule City,

Defendant.

AMENDMENT TO CONSENT JUDGMENT

At a session of said Court held in the U.S.
Courthouse in the City of Detroit, Wayne
County, Michigan on: DEC 7 5 1994

Present: Honorable Anna Diggs Taylor, U.S. District Judge

Somerset Mall Limited Partnership, whose successor in interest is Somerset Collection Limited Partnership ("Collection"), Somerset North Limited Partnership, whose successor-in-interest is Frankel/Forbes-Cohen Associates ("FFCA"), and Somerset Inn Limited Partnership ("SILP"), as plaintiffs, and the City of Troy ("Troy"), as defendant, negotiated and entered into a certain Consent Judgment approved and entered by this Court on November 21, 1990, a copy of which Consent Judgment is attached hereto (the "Consent Judgment"). The Consent Judgment

provides that the provisions of the Consent Judgment are covenants running with land described in the Consent Judgment and are binding upon and inure to the benefit of the successor and assigns of the parties to the original action. The Consent Judgment also provides that it may be amended from time to time with the consent of the parties. Collection and Saks Fifth Avenue (not a party to the action) now hold title to the land described in Exhibit A-1 to the Consent Judgment, which real property was formerly owned by Somerset Mall Limited Partnership ("Parcel A"). FFCA now holds title to the land described in Exhibit B-1 to the Consent Judgment, which real property was formerly owned by Somerset North Limited Partnership ("Parcel B").

In order to effectuate the intent of the Consent Judgment, the Court retained jurisdiction with respect to this matter. Collection, FFCA, SILP and Troy have entered into negotiations to amend the Consent Judgment in certain respects and the parties as evidenced by the signatures of their counsel hereafter, and the Court have approved this Amendment.

THIS COURT FINDS:

- A. It has retained and possesses jurisdiction over this matter.
- B. Collection and Saks Fifth Avenue are the owners of Parcel A.
- C. FFCA is the owner of Parcel B.
- D. Development plans for Parcel A and Parcel B, which modify the development plans attached to the Consent Judgment as exhibits in certain respects, are attached hereto as Exhibits 1, 2A, 2B, 3, 4A, 5 and 6.

IT IS ORDERED:

1. In the event of a conflict between this Amendment to Consent Judgment (with attached exhibits) and the Consent Judgment (with attached exhibits), the provisions of this Amendment to Consent Judgment and the exhibits attached hereto shall control and be binding on all parties hereto and their respective successors and assigns.

2. Notwithstanding any provisions of the Consent Judgment or any exhibits to the Consent Judgment to the contrary, the Site Plan attached hereto as Exhibit 1 is approved and Parcel B may be developed, used and occupied as depicted thereon without the need for site plan approval, variances or any other municipal approvals. The foregoing does not preclude or inhibit future requests for additional variances or approvals. All building set-backs, building heights and parking space dimensions as delineated on Exhibit 1 are approved and shall not constitute encroachments or violations of any applicable provisions of the Troy City Code.

3. The proposed elevated walkway over Big Beaver Road which is part of the proposed site plan for the development of Parcel B is approved as depicted on Exhibits 2A and 2B attached hereto. Troy shall grant an appropriate easement over Big Beaver Road for the construction, development and use of the elevated walkway. Troy shall assist FFCA in obtaining the permits from the Oakland County Road Commission which are necessary for the construction and use of the walkway. FFCA shall be responsible for the repair and maintenance of the elevated walkway in accordance with all applicable laws and ordinances.

4. All proposed signs to be located on Parcel B as depicted and described on Exhibit 3 are approved and are acceptable to Troy. Additionally, the proposed

landscape areas to be located on Parcel B as depicted on Exhibit 4A are approved. The size of the area to be landscaped is in excess of the area proposed in the Consent Judgment and in excess of Troy ordinance requirements.

5. Notwithstanding any provisions of the Consent Judgment, any exhibits to the Consent Judgment or existing zoning ordinances to the contrary, Collection shall be permitted to reduce the width of the greenbelt located on Parcel A, running parallel to Big Beaver Road from ten (10) feet to seven (7) feet in front of the Standard Federal site and to reduce the setback of the bank branch building from Big Beaver Road to 47 feet. Such modifications are being made as part of the contemplated expansion of the Standard Federal Bank branch and in conjunction with the approval of the City of Troy of the proposed site plan for such expansion as submitted by Standard Federal Bank. In addition, Collection shall be permitted to relocate three (3) existing project identification signs located on Parcel A and add four (4) new traffic information signs to be located on Parcel A all as depicted on Exhibit 5 attached hereto.

6. The legal descriptions of the Neiman-Marcus site and the proposed Hudson's and Nordstrom's sites, which legal descriptions are attached hereto as Exhibit 6, are accepted and approved by all parties. These legal descriptions have been submitted for the purpose of establishing separate tax parcels for these department stores. Such parcels shall be established by Troy upon receipt of a written request from the owner of each such parcel.

7. Except as otherwise herein modified, the Consent Judgment remains in full force and effect. The Court shall continue to retain jurisdiction. A certified

copy of this Amendment to Consent Judgment shall be recorded in the office of the Register of Deeds for Oakland County, Michigan, with respect to Parcel A and Parcel B and the Register of Deeds is directed to accept the same for recording.

8. By Resolution #94-754, Troy has approved the execution of this Amendment to Consent Judgment by the City Attorney and the entry of this Amendment to Consent Judgment with this Court.

ANNA DIGGS TAYLOR
U.S. District Judge

Approved to form and substance:

Jaffe, Raitt, Heuer & Weiss
Professional Corporation

By:

Sharon J. LaDuke
Sharon J. LaDuke (P32582)
Attorneys for Plaintiffs
Suite 2400, One Woodward Avenue
Detroit, MI 48226
(313) 961-8380

John J. Martin III
John J. Martin III (P25888)
City of Troy Attorney
Attorney for Defendant
500 West Big Beaver Road
Troy, MI 48084
(810) 524-3320

A105149.1

DEC 15 1994

A TRUE COPY
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BY [Signature] DEPUTY CLERK

EXHIBIT C

Exhibit C to Third Amendment to Consent Judgment

----- (Space Above this Line for Recording Data) -----

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOMERSET COLLECTION LIMITED PARTNERSHIP,
a Michigan limited partnership, as successor-
in-interest to Somerset Mall Limited Partnership, to
Frankel/Forbes-Cohen Associates, a Michigan
co-partnership, and to Somerset North Limited
Partnership, and SOMERSET INN LIMITED
PARTNERSHIP, a Michigan limited partnership,

Plaintiffs,

v

Case No. 87-CV 72022 DT

CITY OF TROY, a Michigan Home
Rule City, and BOARD OF ZONING
APPEALS OF THE CITY OF TROY, a
Michigan statutory quasi-judicial
body,

Honorable Ann Diggs Taylor

Defendant.

SECOND AMENDMENT TO CONSENT JUDGMENT

At a session to said Court held in the US
Courthouse in the City of Detroit,
Wayne County, Michigan on: SEP 30 1997

PRESENT: HONORABLE ANNA DIGGS TAYLOR, US DISTRICT JUDGE

The predecessors of Somerset Collection Limited Partnership
("Collection"), Somerset Mall Limited Partnership and Somerset North Limited
Partnership, and Somerset Inn Limited Partnership ("SILP"), as plaintiffs and the

City of Troy ("Troy"), as defendant, negotiated and entered into a certain Consent Judgment approved and entered by this Court on November 21, 1990, a copy of which Consent Judgment (without exhibits) is attached as Exhibit A (the "Consent Judgment"), and Collection, its predecessor, Frankel/Forbes-Cohen Associates, SILP and Troy entered into a subsequent Amendment to Consent Judgment (the "First Amendment") approved and entered by this Court on December 15, 1994, a copy of which (without exhibits) is attached as Exhibit B. The Consent Judgment provides that it may be amended from time to time with the consent of the parties. Collection and Win Realty Holdings II, Inc., (with Saks Fifth Avenue as tenant, "WRH") (neither a party hereto) hold title to the land described in Exhibit A-1 to the Consent Judgment, which real property was generally known as Somerset Mall and now Somerset Collection South, bounded by Big Beaver Road, Coolidge Road, Golfview and Lakeview ("Parcel A"). Collection now holds title to the land described in Exhibit B-1 to the Consent Judgment, which land was formerly owned by Frankel/Forbes-Cohen Associates (Parcel B).

In order to effectuate the intent of the Consent Judgment, the Court retained jurisdiction with respect to this matter. Collection, FFCA, SILP and Troy have entered into negotiations to amend the Consent Judgment for a second time in certain respects to allow an expansion of the Saks Fifth Avenue store ("Saks"), and the parties, as evidenced by the signatures of their counsel and the Court have approved this Second Amendment to Consent Judgment ("Second Amendment").

This Court finds:

A. It has retained and possesses jurisdiction over this matter.

B. Collection is the owner of Parcel B.

C. A site plan for Parcel A, which modifies in certain respects the development plans for Parcel A attached to the Consent Judgment and the First Amendment as exhibits (but which shows all relevant data and dimensions depicted on the plan exhibits covering Parcel A attached to the Consent Judgment and the First Amendment) to permit the expansion to Saks, is attached as Exhibit C (the "Site Plan").

IT IS ORDERED:

1. In the event of a conflict between this Second Amendment with respect to Parcel A and the Consent Judgment or the First Amendment with respect to Parcel A, the provisions of this Second Amendment and exhibits attached shall control and be binding on all parties and their respective successors and assigns.

2. Notwithstanding any provisions of the Consent Judgment or the First Amendment or any exhibits to the Consent Judgment or the First Amendment to the contrary, the Site Plan attached to this Second Amendment is approved and Parcel A may be developed, used and occupied as depicted without the need for site plan approval or variances or any other municipal approvals required under Chapter 39 of the Troy City Code. The foregoing does not preclude or inhibit future requests for additional variances or approvals. All building setbacks, building heights and parking space dimensions as delineated on Exhibit C are

approved and shall not constitute encroachments or violations of any applicable provisions of the Troy City Code.

3. Development of Parcel A as depicted in the Site Plan requires a minimum of 2,422 parking spaces. In order to accommodate the expansion to Saks, Collection shall construct or cause WRH to construct a parking deck as depicted in the Site Plan in order to meet the minimum parking requirement of 2,422 spaces. During the period of construction of the expansion to Saks, and the parking deck, the minimum parking space requirement of 2,422 spaces is temporarily suspended until completion of the parking deck as set forth below.

4. Construction of the foundations for the expansion of Saks and the parking deck shall occur concurrently. Construction of the parking deck shall be completed on or before November 1, 1998. Upon completion of the construction of the parking deck, the parking requirements for Parcel A provided in the Consent Judgment and this Second Amendment shall be met forthwith. The cost for utility relocation due to the expansion of Saks and construction of the parking deck shall be paid by Collection and/or WRH.

5. In order to insure that construction of the parking deck shall occur in a timely manner as provided by this Second Amendment, Collection shall provide in its agreement with WRH for the expansion of Saks ("Agreement") that if the parking deck is not completed sufficient for issuance of a temporary certificate of occupancy by Troy on or before November 1, 1998, and a final certificate of occupancy on or before May 1, 1999, then Collection and WRH understand that Troy, without further judicial process, may enter upon the Saks premises and

close off to the public the area of expansion to Saks forthwith for insufficient parking until such time as the parking deck is completed sufficient for the issuance of a temporary certificate of occupancy or a final certificate of occupancy, whichever is applicable, by Troy. Collection shall provide Troy with an executed copy of the Agreement prior to entry of this Second Amendment.

6. To the extent that Collection or FFCA have installed any underground wiring, sign lighting and decorative retaining walls in public right-of-way along Big Beaver Road or Coolidge Road adjacent to Parcel A, Collection, shall hold Troy, and any other governmental entity or public utility having an interest in the public right-of-way, harmless from any liability as a result of the installation of those improvements in public right-of-way.

7. Paragraph 3, under the General Terms and Conditions of the Consent Judgment, located on page 22 of the Consent Judgment, is deleted and of no force or effect.

8. Collection shall hold harmless the City of Troy, its officials, employees and agents from any and all claims made, including attorney fees and other costs, by Collection's tenants, potential tenants or others arising from this Second Amendment.

9. Except as otherwise modified by this Second Amendment, the Consent Judgment and First Amendment remain in full force and effect. The Court shall continue to retain jurisdiction. A certified copy of this Second Amendment to Consent Judgment shall be recorded in the office of the Register of Deeds for Oakland County, with respect to Parcel A and the Register of Deeds is directed

to accept the same for recording. Collection shall be responsible for recording this Second Amendment and shall furnish Troy a copy of the recorded Second Amendment within 30 days of entry of this Second Amendment to Consent Judgment.

10. By Resolution #97-651, Troy has approved the execution of this Second Amendment to Consent Judgment by the City Attorney and the entry of this Second Amendment to Consent Judgment with the Court.

ANNA DIGGS TAYLOR

US District Judge

SEP 30 1997

Approved as to form and substance:

SOMERSET COLLECTION LIMITED PARTNERSHIP

By: Stanley Frankel
STANLEY FRANKEL

Its: AUTHORIZED REPRESENTATIVE

By: Nathan Feltz

Its: AUTHORIZED REPRESENTATIVE

SOMERET INN LIMITED PARTNERSHIP

By: Stanley Frankel
STANLEY FRANKEL

Its: AUTHORIZED REPRESENTATIVE

A TRUE COPY
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BY SHERRY STAMPS
DEPUTY CLERK

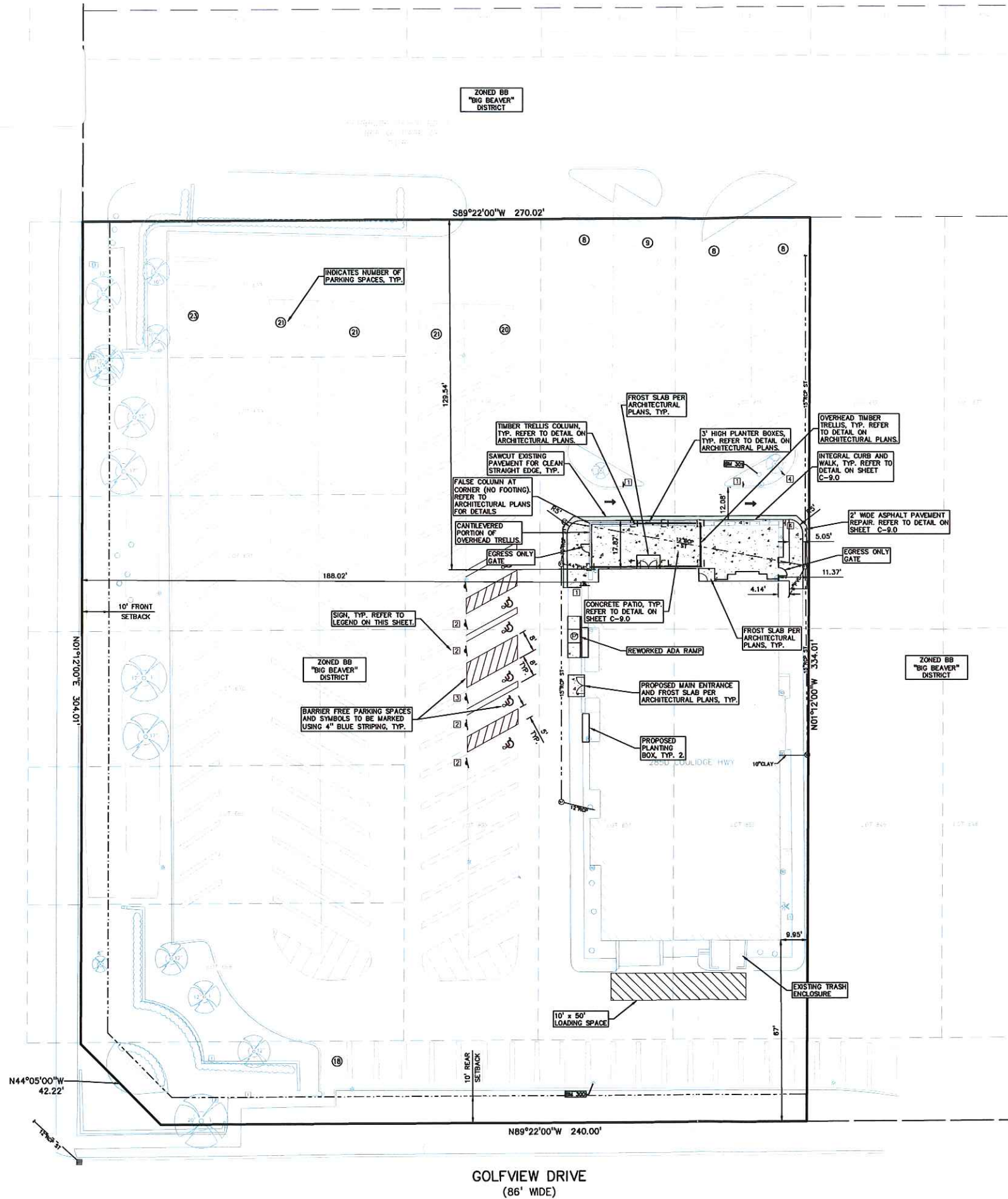
CITY OF TROY

By: Jeanne M. Stine
Jeanne M. Stine, Mayor

By: Tamara A. Renshaw
Tamara A. Renshaw, City Clerk

EXHIBIT D

S:\PROJETS\2021\2021-06-01 S. S. SQUARE SITE PLANS\21-0050.dwg



LEGEND:

| | |
|--|--------------------------|
| | CONCRETE PAVEMENT |
| | ASPHALT PAVEMENT |
| | GRAVEL |
| | WETLAND |
| | CONCRETE CURB AND GUTTER |
| | REVERSE SHOULDER PAN |
| | SETBACK LINE |
| | SIGN |
| | LIGHT POLE |
| | FENCE |
| | GUARD RAIL |

GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
2. TWO PARKING-FIRE LANE SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AS DIRECTED BY THE FIRE OFFICIAL.

REFER TO NOTES & DETAIL SHEET FOR CONCRETE FINISHES, ETC.


SITE DATA TABLE:

| | |
|--|-------------------------|
| SITE AREA: 2.06 ACRES (85,735 SF.) NET AND GROSS | |
| ZONING: CONSENT JUDGEMENT | |
| PROPOSED USE: EXISTING RESTAURANT (9,345 SF.) PROPOSED OUTDOOR DINING PATIO (1,409 SF.) | |
| <u>BUILDING INFORMATION:</u> | |
| EXISTING BUILDING HEIGHT = 1 STORY | |
| BUILDING FOOTPRINT AREA = 9,345 SF. OUTDOOR DINING PATIO = 1,409 SF. | |
| BUILDING LOT COVERAGE = 12.03% | |
| <u>SETBACK REQUIREMENTS:</u> | <u>EXISTING:</u> |
| FRONT (WEST) | 188.02' |
| FRONT (SOUTH) | 67.00' |
| SIDE (EAST) | 9.95' |
| SIDE (NORTH) | 129.54' |
| <u>PARKING CALCULATIONS:</u> | |
| TOTAL PROPOSED PARKING SPACES = 157 SPACES INC. 6 H/C SPACES | |
| <u>LOADING CALCULATIONS:</u> | |
| LOADING PROVIDED = 1 - 10x50' SPACE AT REAR OF BUILDING | |

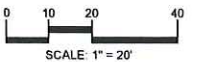
| SIGN LEGEND: | |
|-------------------------------|---|
| 'NO PARKING FIRE LANE' SIGN | 1 |
| 'BARRIER FREE PARKING' SIGN | 2 |
| 'VAN ACCESSIBLE' SIGN | 3 |
| 'ONE WAY - DO NOT ENTER' SIGN | 4 |

REFER TO DETAIL SHEET FOR SIGN DETAILS

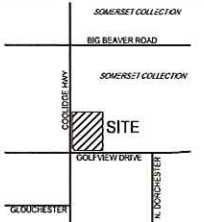
SIDEWALK RAMP LEGEND:

SIDEWALK RAMP TYPE P 

REFER TO LATEST MDOT R-28
STANDARD RAMP AND DETECTABLE
WARNING DETAILS



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT
**THE CORDISH
COMPANIES**
604 EAST PRATT STREET, 6TH FLOOR
BALTIMORE, MARYLAND 21202

PROJECT TITLE
S&S SOMERSET
2850 COOLIDGE HWY
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

| REVISIONS | |
|-----------------|---------|
| REVISED TRELLIS | 6/27/22 |
| REVISED SIGNAGE | 6/28/22 |
| REVISED SIGNAGE | 6/29/22 |

ORIGINAL ISSUE DATE:
XXXXXX. 2021

DRAWING TITLE
SITE PLAN

| | |
|-----------------|-----------|
| PEA JOB NO. | 2021-0660 |
| P.M. | BK |
| DN. | GRB |
| DES. | GRB |
| DRAWING NUMBER: | |

C-3.0

By Antonio Cicchetti, PE at 11:52 am, Jun 29, 2022

EXHIBIT E



Building Inspection Department

Thursday, 30 June 2022

Subject: Plan Review - 2850 COOLIDGE

Dear Applicant:

The design documents submitted for this project have been reviewed for compliance with the state adopted codes for building, plumbing, mechanical and electrical. The engineering review has been or will be conducted by the city staff and covered under a separate review letter.

The following comments must be addressed before a building permit is issued.

Codes Currently in Effect (Statewide)

2015 Michigan Building Code, MBC 2015

2015 Michigan Mechanical Code, MMC 2015

2018 Michigan Plumbing Code, MPC 2018

2017 Michigan Electrical & NEC 2017 with Part 8 Code Rules

2015 International Fuel Gas Code, IFGC 2015

Accessibility: Michigan Barrier Free Design Law, P.A. 1966 as amended and the 2009 ICC/ANSI A117.1 standard as referenced from Chapter 11 of the 2015 Michigan Building Code.

Disclosure and Limitation of Reviews

This review and recommendation for approval does not relieve the owner or their representatives from complying with other codes, ordinances and other federal, state and county reviews, approvals, permits and inspections.

Building Plan Review by Tom Caporuscio

- Plan Review Completed and Accepted with Deficiencies Noted.
- Pending consent judgement and city council approval.

Engineering Dept by Antonio Cicchetti

- Plan Review Completed and No Deficiencies Noted.

For processing:

- **Please submit revised construction documents containing the requested information or plan revisions with all revisions clouded or otherwise identified.**
- **Please respond in writing to each comment by marking the attached list or creating a response letter.**
Indicate which plan sheet, detail, specification, or calculation shows the requested information. Please send revisions to the attention of the plans examiner with the building permit application number noted to the City of Troy. NOTE: All plan review responses and questions shall be directed to the person who did the review as noted below.

Please call or email me if you have any questions regarding this review.

Sincerely,

City of Troy / SAFEbuilt Inc

Tom Caporuscio
Plan Examiner

City of Troy Building Department
500 W. Big Beaver
Troy, MI 48084
248 524-3344

SAFE**built**[✓]inc.

ELECTION COMMISSION MINUTES – Final**April 6, 2022**

A meeting of the Troy Election Commission was held April 6, 2022, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 9:01 AM.

Roll Call:

PRESENT: Steve Sadlier, M. Aileen Dickson
ABSENT: Ray Watts

Approval of Minutes

Resolution # EC-2022-04-05
Motion by Sadlier
Seconded by Dickson

RESOLVED, That the Election Commission Meeting Minutes of February 16, 2022, are **APPROVED** as submitted.

Yes: Dickson, Sadlier
No: None
Absent: Watts

MOTION CARRIED

Approval of Election Inspector Assignments–May 3, 2022 Special Election

Resolution # EC-2022-04-06
Motion by Sadlier
Seconded by Dickson

RESOLVED, That Election Inspectors be **APPOINTED** for the May 3, 2022 Special Election, as presented by the City Clerk.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **AUTHORIZED** to make emergency appointments as necessary.

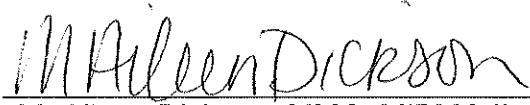
Yes: Sadlier, Dickson
No: None
Absent: Watts

MOTION CARRIED

Public Comment: None

Adjournment:

The meeting was **ADJOURNED** at 9:25 AM.

A handwritten signature in black ink, reading "M. Aileen Dickson". The signature is written in a cursive, flowing style. The first name "M." is small and followed by a large "A". The last name "Dickson" is written in a similar cursive style.

M. Aileen Dickson, MMC, MiPMC II
City Clerk

Civil Service Commission (Act 78) – Minutes - Final**May 2, 2022**

A Meeting of the Civil Service Commission (Act 78) was held Monday, May 2, 2022 at Troy City Hall, 500 W. Big Beaver Road in the Council Boardroom. Chairman/President McGinnis called the meeting to order at 10:00 AM.

A. ROLL CALL:

PRESENT: Chairman/President Donald E. McGinnis, Jr.
Commissioner David Cannon

ABSENT: Commissioner John Steele

ALSO PRESENT: Frank Nastasi, Police Chief
Lori Grigg Bluhm, City Attorney
Jeanette Menig, Human Resources Director
Destiney Bodnovich, Human Resources Specialist
M. Aileen Dickson, City Clerk

B. APPROVAL OF MINUTES:**1. Approval of Minutes of Thursday, April 21, 2022**

Resolution #CSC-2022-05-007

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Thursday, April 21, 2022, meeting as presented.

Yes: Cannon, McGinnis

No: None

Absent: Steele

MOTION CARRIED**C. PETITIONS AND COMMUNICATIONS: None****D. REPORTS: None****E. OLD BUSINESS: None****F. NEW BUSINESS:**

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3317 or via e-mail at clerk@troymt.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

1. Approval of Eligible List for Police Officer

The Police Officer eligible list will be available on the Human Resources [Civil Service Act 78 Postings](https://troymi.gov/departments/human_resources/required_public_postings.php) webpage at (https://troymi.gov/departments/human_resources/required_public_postings.php) and on the postings board outside the Human Resources Department in City Hall immediately following the Civil Service Commission (Act 78) Meeting.

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the corrected eligible list for Police Officer as presented.

Approval of Amended Motion – Approval of Eligible List for Police Officer

Resolution #CSC-2022-05-008

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the corrected eligible list for Police Officer, in order to include Candidate #26 which was left off the original list, as presented.

Yes: Cannon, McGinnis

No: None

Absent: Steele

MOTION CARRIED

G. PUBLIC COMMENT:

H. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 10:04 AM.



Donald E. McGinnis, Jr., Chairman



M. Aileen Dickson, City Clerk

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on June 14, 2022, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

Toby Buechner
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Lakshmi Malalahalli
Marianna Perakis

Absent:

Sadek Rahman
John J. Tagle

Also Present:

R. Brent Savidant, Community Development Director
Ben Carlisle, Carlisle Wortman Associates
Julie Quinlan Dufrane, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2022-06-034

Moved by: Krent
Support by: Faison

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Rahman, Tagle

MOTION CARRIED

3. APPROVAL OF MINUTES – May 24, 2022

Resolution # PC-2022-06-035

Moved by: Perakis
Support by: Buechner

RESOLVED, To approve the minutes of the May 24, 2022 Regular meeting as submitted.

Yes: Buechner, Faison, Hutson, Krent, Lambert, Perakis
Abstain: Malalahalli
Absent: Rahman, Tagle

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

PRELIMINARY SITE PLAN REVIEW

5. PRELIMINARY SITE PLAN REVIEW (File Number JPLN2022-0017) – Proposed Abbey Estates Site Condominium, 4 units/lots, North side of Wattles, West of Rochester, Section 15, Currently Zoned R-1C (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Plan for Abbey Estates Site Condominium. Some items he addressed were location, access, surrounding property zoning, number of lots, average lot sizing, storm water management and natural resources. Mr. Carlisle detailed the tree inventory, designated landmark trees and the applicant's request to allow two off-site landmark trees located in the right of way of Wattles to count toward the required number of street trees. Mr. Carlisle specifically addressed average lot sizing and gave examples of previous applications applying lot size averaging for infill development.

In summary, Mr. Carlisle asked Planning Commission to consider allowing two landmark trees count toward the street tree requirement along Wattles and to confirm with the applicant the roof height of the homes and building materials. Mr. Carlisle recommended if the Planning Commission determines to grant approval of the Preliminary Site Plan application, that its approval be subject to the conditions as identified in his report dated May 20, 2022.

A discussion among Board members and the administration followed, some comments relating to:

- Location, protection, replacement of landmark trees if damaged during construction; setting up an escrow account to insure replacement of trees.
- Vehicular turnaround; purpose, screening from residential.
- Concerns expressed by residents with flooding, standing water (email communications).
- Storm water management.
 - Engineering review standards; assurance to not negatively impact adjacent residential.
 - Detention pond; capacity, type, potential to improve existing on-site flooding.
- Chain link fence along perimeter of parcels.

Present were Civil Engineer Nathan Robinson of Horizon Engineering LLC and Artur Kokaj of MGM Signature Homes.

Mr. Robinson said the roof height of the homes is at 26.5 feet and is noted on the Site Plan under building construction summary. He said the building materials noted on the architectural elevations are brick, stone, horizontal siding and asphalt shingles. Mr. Robinson requested that the Zoning Administrator waive the requirement that the Landscape Plan be stamped by a Licensed Landscape Architect, according to Article 13 of the Zoning Ordinance. He said the plan itself is fairly simple and straightforward. Mr. Robinson questioned the landscape calculations cited in the Planning Consultant report.

Mr. Carlisle gave an explanation how the landscape calculations were achieved as relates to the Woodland Protection ordinance, mitigation and credits.

Mr. Robinson indicated the applicant is amenable to replacing any landmark trees that might be damaged during construction and to provide an escrow account for replacement. Mr. Robinson addressed the turnaround and existing chain link fence around the perimeter of the property. He stated the applicant is amenable to planting narrow upright evergreens to screen the turnaround from homeowners. Mr. Robinson addressed in depth storm water management, detailing how runoff water would be collected from the development, as well as from adjacent properties. He addressed the detention basin, as relates to type (dry), slope, features and retaining wall.

Mr. Kokaj addressed the style of homes and building materials. He said they would consider building two-story homes with first floor master bedrooms as well as ranches. Mr. Kokaj said the building materials are of high quality and confirmed no vinyl siding would be used.

Mr. Savidant said he would comply with a Planning Commission decision to waive the requirement that the Landscape Plan be stamped by a Licensed Landscape Architect. He said the plan meets the Zoning Ordinance requirements and is a relatively simple design as the Civil Engineer stated.

Chair Lambert opened the floor for public comment.

- Dale Otto, 4037 Cypress; expressed concerns with drainage, existing water problems, wildlife, number of trees to be cut down and expense to replace trees; questioned density of development, how developer plans to sell homes, one by one, or after completion of all units.
- Karen Kernen, 4057 Cypress; gave brief history of property, expressed concerns with eliminating trees on east side, specifically existing Colorado spruce near her property to assure no damage to her property; questioned if existing fence would remain, construction hours and when applicant plans to break ground.
- Christine Karas, 4065 Cypress; home is next to turnaround, expressed concerns with privacy and screening, drainage, loss of wildlife.

- Bill DeArmit, 4209 Cypress; addressed easements, trees within easements; expressed concerns with viability of detention pond, headlights shining into his home, screening, loss of wildlife and nature.

Chair Lambert closed the floor for public comment.

Discussion followed on:

- Zoning Ordinance permits four (4) lots on site.
- Construction hours; Monday through Saturday, 7 a.m. to 8 p.m.
- Similarities of development with adjacent properties; lot size, utility easements, rear yard drainage.
- Stormwater management, City standards relating to storm events.
- Shielding of headlights from residential.
- Tree inventory, as relates to prohibited invasive species, three landmark trees on site, two landmark trees off site, number of trees to be removed, quality and location of trees.
- Woodland Protection ordinance.
- Applicant confirmed existing chain link fence would remain.
- Price point of homes; \$650,000 to \$850,000, model home is not on site.
- Detention pond located at Leonard Elementary School; schools exempt from local zoning regulations and building codes.

Resolution # PC-2022-06-036

Moved by: Krent

Support by: Faison

RESOLVED, That Preliminary Site Condominium Approval, pursuant to Article 8 and Section 10.02 of the Zoning Ordinance, as requested for Abbey Estates Site Condominium, 4 units/lots, North side of Wattles, West of Rochester, Section 15, Currently Zoned R-1C (One Family Residential) District, be granted, subject to the following:

1. All five (5) landmark trees must be protected during construction, and if any of those trees die within five (5) years at the end of construction, the developer is responsible for replacing those trees with equivalent diameter trees. To ensure that the developer does replace those trees, an escrow account will be established with the City of Troy so that those replacement trees can be paid for in the future.
2. Screening from the vehicular turnaround to abutting neighbors such that no headlights will go on the property of abutting neighbors, in both directions, both to the north and to the east.
3. Waive the requirement for the Landscape Plan to be stamped by a Licensed Landscape Architect.

Discussion on the motion on the floor.

Chair Lambert said, based on comments by the petitioner, it appears the petitioner is willing to work with neighbors to address concerns about adjoining trees, privacy fencing and not having work vehicles there at a time that would be an infringement upon their lifestyle.

Vote on the motion on the floor.

Yes: All present (7)
Absent: Rahman, Tagle

MOTION CARRIED**OTHER ITEMS**6. PUBLIC COMMENT – For Items on the Agenda

- Karen Kernen, 4057 Cypress; asked when the development would break ground.

Mr. Kokaj estimated construction would start the beginning of fall or winter.

7. PLANNING COMMISSION COMMENT

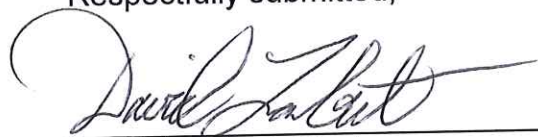
There were general comments, some relating to:

- Applications granted approval by City Council at their June 13, 2022 meeting:
 - Golden Villas One Family Residential Cluster.
 - Eckford Oaks One Family Residential Cluster.
- Proposed development signage.
- Community Engagement position in the future.

8. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:41 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarnecki, Recording Secretary



CITY COUNCIL AGENDA ITEM

Date: July 5, 2022

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
Julie Quinlan Dufrane, Assistant City Attorney
Nicole F. MacMillan, Assistant City Attorney

Subject: 2nd Quarter 2022 Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the SECOND quarter of 2022 are in bold.**

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. International Outdoor, Inc. v City of Troy - On February 3, 2017, International Outdoor, Inc. filed this lawsuit in the Federal District Court for the Eastern District of Michigan challenging the constitutionality of the City's sign ordinance. International argues, among other things, that since the City does not require permits for temporary signs or special event signs, the permit requirement to erect a billboard is a content-based restriction, allegedly in violation of the 2015 Reed v. Town of Gilbert U.S. Supreme Court case. According to International, the ordinance is unconstitutional and should not



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have been applied as a basis to deny the permits for its requested billboards. International states it is seeking injunctive and declaratory relief and money damages, but the complaint does not request any specific remedy. However, the case was filed under 42 U.S.C. Section 1983, which allows for the recovery of attorney fees if the plaintiff prevails on any aspect of the case. The lawsuit was assigned to Judge George Caram Steeh. The City filed a motion to dismiss. A hearing on the motion was scheduled for June 26, 2017. On June 30, 2017, the Court entered its order granting in part and denying in part the City's motion to dismiss. The Court granted the City's motion to dismiss Count II of the complaint, which alleged the Sign Ordinance contained content based restrictions imposed without a compelling government interest. However, the Court denied the City's motion as to Count I, which alleged the variance provisions of the Sign Ordinance constituted an unconstitutional prior restraint because it gives the Building Code Board of Appeals unbridled discretion in deciding a variance request. The City filed a motion for reconsideration, which is still pending with the Court. On December 20, 2017, the Court entered its order denying the motion for reconsideration, but clarifying that the Court had not made a final decision on the validity of Troy's Sign Ordinance. The City must now file an answer to Count I of the complaint. The City filed its answer, and the parties are now engaging in discovery. Discovery is continuing. Plaintiffs scheduled depositions of former and select current members of the Building Code Board of Appeals, and the City objected. Plaintiff then filed a motion to compel the depositions, to which the City responded. The Court issued an order stating that there would not be oral argument on the motion, so we are now waiting for the Court's decision concerning these depositions. The Court denied Plaintiff's motion to compel depositions. Plaintiff has now filed a motion for summary judgment, and the City's response is due October 11th. The City filed a response to the motion for summary judgment and a cross motion for summary judgment in favor of the City. A hearing on both the Plaintiff's motion and the City's motion was held on January 16, 2019. On January 18, 2019, the Court issued its opinion and order denying Plaintiff's motion for summary judgment and granting the City's motion for summary judgment. The Court entered a final judgment in the case in favor of the City. Plaintiff has now filed an appeal with United States Court of Appeals for the Sixth Circuit in Cincinnati, Ohio. Plaintiff also filed a motion in the District Court, claiming entitlement to attorney fees based on the Court's rulings, some of which were favorable to the Plaintiff, even though the case was dismissed in favor of the City. The City timely responded to this motion, which is still pending. As required by the Sixth Circuit Court of Appeals, the parties participated in an unfruitful mediation conference call on March 6, 2019. Afterwards, the Sixth Circuit established its appellate briefing schedule, requiring Plaintiff's brief to be filed on or before April 29, 2019, and the City's response is due May 28, 2019. On April 1, 2019, District Court Judge Steeh issued his opinion and order denying the Plaintiff's motion for attorney fees. Plaintiff has filed a second appealing to challenge the denial of attorney fees. On motion of the Plaintiff, the second appeal was consolidated with the initial appeal and the briefing schedule was amended. Plaintiff filed its appellate brief, and the City timely filed its response. The case has been scheduled for oral argument on October 16, 2019 before the U.S. Court of Appeals for the Sixth Circuit in Cincinnati. The Court heard oral arguments on October 16, 2019,



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and the parties are now waiting for the Court to issue its opinion. As of March 31, 2020, the Court had not yet issued an opinion. The parties are still waiting for the Court to issue an opinion. On September 4, 2020, the U.S. Court of Appeals issued an opinion affirming the dismissal of Count I of Plaintiff's complaint, but reversing the lower court's dismissal of Count II and remanding the case. Two judges joined the majority opinion, and the third judge issuing a dissenting opinion, indicating he would have affirmed the dismissal of Count II. The City has filed a motion for rehearing en banc, requesting rehearing before the entire panel of U.S. Sixth Circuit Court of Appeals judges, seeking an affirmation of the dismissal of Count II. On December 21st, the Sixth Circuit Court of Appeals entered an order denying the City's motion for rehearing en banc. The case was remanded to the District Court. Judge Steeh directed the parties to file supplemental briefs on remand. The City filed its supplementary brief and a reply to Plaintiff's supplementary brief. We are awaiting a decision from the Court. On April 6, 2021, the Court entered an Order Dismissing Count II of Plaintiff's Complaint and Denying Plaintiff's Motion for Attorney Fees and it entered a Judgment in favor of the City. On April 19, 2020, the Plaintiff filed a motion for reconsideration of the Court's April 6, 2021 decision. On May 5, 2021, the Court denied Plaintiff's motion for reconsideration. On June 1, 2021, Plaintiff filed an appeal in United States Court of Appeals for the Sixth Circuit. Plaintiff filed its appellate brief, and the City timely responded. The parties are now waiting for the Sixth Circuit U.S. Court of Appeals to either grant oral argument or take other action. The Court has not scheduled oral argument or taken other action. **The parties are still waiting for the Court's action.**

2. Tollbrook, LLC v City of Troy - Tollbrook submitted an application for a rezoning of three parcels on McClure, from one family residential zoning to Big Beaver Form Based District zoning. This application was proposed as a straight rezoning request, and was denied by Troy City Council, consistent with the recommendation from the Planning Commission. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to either reschedule argument or issue an opinion and order. **The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss.**



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3. Tollbrook West LLC. v City of Troy - Tollbrook West submitted an application to rezone two parcels located at 3109 Alpine and an adjacent vacant parcel from R-1B to Big Beaver District zoning. This straight rezoning application was denied by the Troy City Council on July 22, 2019, consistent with the Planning Commission recommendation. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to either reschedule argument or issue an opinion and order. **The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss.**
4. Safet Stafa v. City of Troy- Plaintiff's case against the City of Troy seeks equitable relief from the Oakland County Circuit Court. Specifically, Plaintiff asks for a writ of mandamus or alternatively superintending control, requiring the City to grant Plaintiff's preliminary site plan application for a townhome project located on the northwest corner of Crooks and Wattles Roads. The Troy Planning Commission denied the preliminary site plan application because it found that the site plan was not compatible with adjacent properties and that it did not provide adequate transition to adjacent properties. Plaintiff appealed the Planning Commission's denial to the Troy Zoning Board of Appeals (ZBA). In a split vote of 4-3, the ZBA affirmed the Planning Commission decision. The City initially filed a Motion to Dismiss, but instead of responding to that motion directly, Plaintiff was allowed to file an Amended Complaint, which the City will ask to dismiss. Five Troy citizens, including one current member of the Troy Planning Commission, filed a Motion to Intervene in the lawsuit. The Court has scheduled oral argument for the residents' motion to intervene and the motion to dismiss for October 27, 2021. The City of Troy filed its Motion to Dismiss Plaintiff's Amended Complaint, which was granted by the Court on November 17, 2021. Plaintiff subsequently filed a Claim of Appeal with the Court of Appeals, which is in the process of being perfected. Plaintiff is continuing to complete the preliminary matters in the Court of Appeals. **Plaintiff filed his Brief on Appeal on May 18, 2022. The City's Brief on Appeal is due on July 15, 2022.**



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C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

There are no pending eminent domain cases for this quarter.

D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. Adam Community Center v. City of Troy et. al. and U.S. v. City of Troy - Plaintiff filed this lawsuit against the City of Troy, the Troy City Council, the Troy Planning Commission, the Troy Zoning Board of Appeals, and each of the individual members of the Troy Zoning Board of Appeals, challenging the ZBA denial of significant variance requests for the property at 3635 Rochester Road. Plaintiff needed these variances to have a place of worship, plus a library, gym, and banquet center. Plaintiff's eleven count complaint argues that the City of Troy, the Troy City Council and the Troy Planning Commission, as the entities responsible for Troy's zoning ordinance, violated ADAM's Constitutional First and Fourteenth Amendment rights (Exercise of Religion, Freedom of Speech and Freedom of Assembly), ADAM's Fifth Amendment Rights, the Religious Land Use and Institutionalized Persons Act (RLUIPA), and also ADAM's Michigan Constitutional Rights. ADAM argues that there is no other Islamic house of worship in the City, and therefore the City and/or the Defendants violated their First Amendment Rights and RLUIPA. Plaintiff's lawsuit also alleges that the City and the individual ZBA members engaged in discrimination in denying ADAM's variance requests. Plaintiff also asserts that there were procedural irregularities at the June 19, 2018 public hearing which allegedly entitle ADAM to injunctive and declaratory relief, as well as compensatory and punitive damages. Specifically, ADAM is seeking a Court order overriding the ZBA's variance denials and the City's zoning regulations for churches, plus damages. The City filed a motion to dismiss as its first responsive pleading, seeking dismissal of the entire case, and/or dismissal of some of the claims and defendants. On March 12, 2019, the Court entertained oral argument on the motion, and the parties are now waiting for a written decision from U.S. District Court Judge Nancy Edmunds, who is the presiding judge for this case. On April 4, 2019, the Court granted in part and denied in part the City's Motion for Dismissal. Plaintiff's state law claims were dismissed by Court order. The case is now proceeding through discovery. On September 19, 2019, the United States of America filed a lawsuit against the City in the United States District Court for the Eastern District of Michigan alleging RLUIPA violations. In its complaint, the United States claims it is basing its claim on the City's treatment of Adam Community Center in its effort to establish a place of worship in the City. The U.S. is seeking injunctive and declaratory relief. The case was assigned to Federal District Court Judge Paul Borman, and then consolidated with the ADAM case, handled by



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Judge Nancy Edmunds. The Court scheduled a settlement conference for the two consolidated cases for December 17, 2019. On October 16, 2019 and October 21, 2019, two of the individual ZBA members were dismissed from the case with Plaintiff's consent. Motions to dismiss the remaining individual ZBA members were filed on November 25, 2019 and November 26, 2019, and the Court scheduled its hearing on the summary judgment motions for January 15, 2020. The Court cancelled the hearing date on the motion to dismiss the individual defendants and rescheduled the hearing for March 4, 2020. After the oral argument, the parties are waiting a decision from the Court. Discovery is continuing on the case filed by the United States. The parties are continuing with discovery, including the scheduling of depositions. On August 26, 2020, Judge Edmunds granted the motion for summary judgment filed on behalf of the individual ZBA member defendants and dismissed those defendants from the case, finding that they were entitled to dismissal based on qualified immunity. Adam has filed a motion for rehearing with regard to the dismissal of ZBA member Glenn Clark only. The Court has indicated it will decide the motion without oral argument but is allowing a response to the motion to be filed by October 13. On December 20th, the Court entered its Order Denying Adam's Motion for Reconsideration, so all individual defendants remain dismissed. The City filed a motion for summary judgment in both the Adam and USA case seeking a dismissal of all remaining claims against the City. Adam and the USA also filed motions for summary judgment. The City filed its responses to Adam's and USA's motions for summary judgment and has received Adam's and the USA's responses. The City then filed replies to the responses from Adam and USA. The Court issued an order declaring that all the motions for summary judgment will be decided without oral argument. The parties are now awaiting a decision by the Court. The parties continue to wait for a decision from the Court. On March 18, 2022, the Court entered an Order Denying the City's Motion for Summary Judgment in the USA case and Granting the Motion for Summary Judgment in favor of the USA. The Court has not yet issued an opinion on the Motions for Summary Judgment filed in the Adam v. Troy case. The Court has ordered the Parties in the Adam case to appear for a settlement conference on April 18, 2022. **The Court ordered settlement conference was held on April 18, 2022, before Magistrate Judge David R. Grand. The Judge continued the settlement conference on June 3, 2022, and has again continued it until July 21, 2022. The Department of Justice filed a motion seeking additional relief and to alter the Court's judgment. Since a response is not permitted to a motion to alter a judgment unless directed by the Court, the City filed a motion to permit a response which included a proposed response objecting to the additional relief requested. The Court has not yet issued any decision on the motion to alter the judgment. Because there is a pending motion, the appellate filing time clock won't begin until 60 days after a decision.**

2. Viau v. Troy - Ms. Viau filed this lawsuit in federal court (Judge Mark Goldsmith), alleging that her 10-year daughter was discriminated against in a summer soccer program when the participants were divided into groups to scrimmage. She alleges that the City and its employees are liable, based on a 14th Amendment Equal Protection Claim, and also a State law claim that her daughter was denied public accommodation because she felt compelled to withdraw from the soccer camp. Our office has submitted an agenda item for the July 12, 2021 City Council meeting, asking for the authority to represent the City. The City filed a



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motion for summary judgment. The Court has scheduled the case for a status conference on September 24, 2021. At the status conference, the Judge granted Plaintiff 14 days to file an amended complaint. If Plaintiff files an amended complaint, the City may then file another summary judgment motion. If Plaintiff does not file an amended complaint, Plaintiff must respond to the City's original motion. On September 30, 2021, the Court referred the case to a magistrate for a settlement conference. The Plaintiff then filed an amended complaint, adding the Troy School District as a defendant. The City filed a motion to dismiss the amended complaint and a motion for summary judgment. The Plaintiff filed a response to the motion and the City filed a reply. A hearing date has not been scheduled for the motion. The Court scheduled a settlement conference with Magistrate Judge David Grand for November 18, 2021. However, on the eve of the settlement conference, Ms. Viau filed a motion to have her attorneys withdraw from the case. In light of this development, Magistrate Judge Grand adjourned the settlement conference. The Court scheduled a hearing on the City's motion to dismiss and for summary judgment and on Plaintiff's motion to terminate her attorney's representation in this case for April 21, 2022. **On April 21, 2022, Magistrate Judge Grand granted Plaintiff's motion to have her attorneys withdraw from the case. On June 29, 2022, based on Magistrate Grand's recommendation, Judge Goldsmith denied the City's motion to dismiss. The City is now requesting discovery from Plaintiff.**

3. Gillman v. Troy et. al - Steven Gillman filed this lawsuit on November 29, 2021, as the Personal Representative of the Estate of Megan Miller. Ms. Miller died after being detained in the City's lock up facility on an alleged parole violation and also because Troy police officers wanted to speak with her about the death of her infant child. The Complaint alleges that while Miller was in custody, the City and its employee knew or should have known that she was suffering from a serious medical need associated with recent drug use. The Complaint alleges that the City and its employee were deliberately indifferent to Miller's serious medical needs, and that the City maintained an unconstitutional custom, policy, practice or custom and/or inadequately trained its personnel which resulted in the wrongful death of Miller while she was in the City's custody. Plaintiff's 42 U.S.C. Section 1983 claims are asserted under the Eighth and Fourteenth Amendments of the United States Constitution. Plaintiff also asserts a state law claim against the individual employee for alleged gross negligence. The City timely filed its answer to the Complaint. The Court held a scheduling conference and the parties are engaging in the discovery process. **The discovery process continues.**

E. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.



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CITY COUNCIL AGENDA ITEM

1. Tschirhart v. Troy - Plaintiff filed this wrongful death lawsuit against the City, claiming that the City and individual City employees and contractors were responsible for the drowning death of Plaintiff's son, Shaun Tschirhart, at the Community Center pool on April 15, 2015. Shaun was swimming in the pool that day as part of a Friendship Club activity, and unfortunately suffered a seizure while swimming. Plaintiff's complaint alleges gross negligence, and an alleged failure to properly screen, train, and supervise City employees. The case is assigned to Oakland County Circuit Court Judge Daniel O'Brien. As its first responsive pleading, the City filed a motion for dismissal, arguing that Plaintiff had failed to assert a viable claim against the City. This motion is pending before the Court. The Court denied the City's motion, and the City immediately filed a claim of appeal with the Michigan Court of Appeals, challenging the denial of governmental immunity. A timely brief on appeal will be filed once the Court issues a briefing schedule. The City's brief on appeal is due February 7, 2019. A timely brief on appeal was filed by the City of Troy Defendants. Plaintiff's brief on appeal is expected to be filed by April 12, 2019. The briefs have been submitted, and the parties are waiting for the Court to schedule oral argument. Oral argument was held on December 6, 2019 in the Court of Appeals. On December 17, 2019, the Court issued an Opinion and Order reversing the trial court's decision, agreeing with the City that summary disposition should have been granted to the City of Troy and the individually named Troy defendants. The Court, however, remanded the case to the trial court, allowing Plaintiff an opportunity to seek leave to amend her Complaint. Plaintiff filed an application for leave to appeal with the Michigan Supreme Court. The parties anticipate that oral argument will be scheduled for March or April 2021. The Michigan Supreme Court did not schedule this matter for its March, April, or May docket, so the parties are hoping that oral argument on the application will happen in June 2021. The parties are still waiting for the Michigan Supreme Court to schedule oral argument in this matter. The Michigan Supreme Court scheduled oral arguments for November 9. The Supreme Court issued its opinion, remanding this case back to the Oakland County Circuit Court for a decision consistent with part of the Court of Appeals' decision. Plaintiff filed a motion in Oakland County Circuit Court to lift the stay entered in this matter which was granted by the Court on March 23, 2022. Subsequently, Plaintiff filed a motion seeking leave to file an amended Complaint in this matter. The City filed a motion opposing this request. The Court will hear oral argument on this motion on April 20, 2022. **On April 20, 2022, the Court denied plaintiff's motion seeking leave to amend the Complaint, dismissing the case. Plaintiff filed an appeal of this decision.**
2. Grier v. City of Troy, et al - On November 19, 2019, Ms. Grier was in a U.S. post office vehicle parked on Robart Street. She reports that she was making a delivery, and a City of Troy truck was plowing snow, and the wing plow on the City's truck accidentally sideswiped the postal truck, causing a large indentation spanning the length of the postal vehicle. Plaintiff filed a complaint against the City, the City employee who was operating the snow plow, her auto insurance company, and the Michigan assigned claims fund. The case is assigned to Oakland County Circuit Court Judge Phyllis McMillen. The City has filed a timely answer to the complaint, and the parties are now



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engaged in the discovery process. The discovery process is still ongoing. The parties met with the Court for a status conference, and the Court ordered the parties to participate in facilitation in lieu of the case evaluation process. Discovery is still on going. Court ordered facilitation has been scheduled for July 27, 2021. The City filed a motion for summary disposition, which was granted as it relates to the employee Defendant, but not the City. The parties participated in facilitation and were not able to resolve the matter. Trial is scheduled for April 2022. The April trial date is likely to be adjourned based on the backlog of cases in Oakland County Circuit Court. **The Court ordered the parties to participate in another round of facilitation. The parties selected retired Judge Daniel Ryan, and the facilitation took place on May 5, 2022. Based on this facilitation, the parties were able to resolve this case, and an order of dismissal was entered with the Court on June 29, 2022.**

3. Jeffrey Martin v. Troy - Mr. Martin was a pedestrian travelling on Coolidge Highway near Maple Road on September 14, 2020. He alleges that he stepped into a pothole on the roadway, injuring his right foot. The complaint asserts a state statutory claim of failing to maintain the roadway in reasonable repair; a public nuisance claim; and a negligence claim, where he argues that governmental immunity is not applicable. This case was filed in the Oakland County Circuit Court, and assigned to Judge Poles. The City filed a motion for summary disposition, and the court will hear argument on the issue on August 18, 2021. The Court took the motion for summary disposition under advisement, and the parties are waiting for the Court to issue her decision. The Court ruled in favor of the City of Troy and dismissed the Complaint, but allowed Plaintiff to submit an Amended Complaint. Plaintiff subsequently filed an Amended Complaint, and the parties are now doing discovery. Discovery is now closed, and case evaluation is scheduled for April 15, 2022. **The Oakland County Circuit Court Case Evaluation Panel recommended a nominal award, but the case has not been resolved.**

F. MISCELLANEOUS CASES

1. Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy - The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan's Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not "reasonably related to the cost of building department services," as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any "surplus" building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its



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building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. Appellant's brief is expected to be filed soon. The parties timely filed their appellate briefs, and are now waiting for the Court of Appeals to schedule a date for oral argument. The Court of Appeals has not yet scheduled oral argument for this case. The parties are still waiting for a date for oral argument. Oral argument was held on March 4, 2014. On March 13, 2014, the Court of Appeals issued its opinion ruling in the City's favor and affirming the Circuit Court's decision dismissing the case. On April 23, 2014, Plaintiff Home Builders filed an Application for Leave to Appeal with the Michigan Supreme Court. Troy's response was filed on May 19, 2014. The Michigan Supreme Court considered the application for leave to appeal and ordered that the matter be scheduled for oral argument. The Court also permitted the parties to submit supplemental briefs, which are due October 29, 2014. The City timely filed its supplemental brief with the Michigan Supreme Court. The parties are now waiting for the Court to set a date for oral argument on the application. The Michigan Supreme Court entertained oral arguments on the application for leave to appeal on March 11, 2015. On June 4, 2015, the Michigan Supreme Court reversed the decisions of the Court of Appeals and the Circuit Court and ruled there was no requirement for Plaintiffs to exhaust their administrative remedies. The case was remanded to Circuit Court for further proceedings. A status conference was held on June 18, 2015 with Judge Kumar. During the status conference, Judge Kumar scheduled a hearing for September 2, 2015, allowing the parties to address the issues that were previously raised in the motion for summary disposition but were not decided since the case was initially dismissed for failure to exhaust administrative remedies. At the hearing on September 2, 2015, Judge Kumar allowed Plaintiffs to request additional discovery within 30 days. Thereafter, both parties are allowed to file supplemental briefs. Supplemental briefs have been filed and we are awaiting a decision. On February 5, 2015, Judge Kumar issued her opinion and order ruling in favor of the City and dismissing the case. Plaintiffs filed a Claim of Appeal with the Michigan Court of Appeals on February 23, 2016. The Plaintiffs and the City have both filed appellate briefs. Based on our request, the Michigan Municipal League Legal Defense Fund,



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Public Corporations Section of the State Bar of Michigan, Michigan Townships Association and also Safe Built have filed a motion asking for permission to file amicus briefs supporting the City's position. The Michigan Association of Realtors has sought permission to file an amicus brief supporting Plaintiffs' position. The Plaintiffs filed a reply brief. We are waiting for the Court of Appeals to rule on the motions for amicus briefs and to schedule a date for oral argument. Oral argument has not yet been scheduled. The parties presented oral arguments on September 7, 2017. On September 28, 2017, the Court of Appeals entered a two to one decision affirming the Circuit Court's grant of summary disposition in favor of the City. The Plaintiffs have filed an application for leave to appeal to the Michigan Supreme Court. The City timely filed an answer to the application. Additionally, the Michigan Municipal League's Legal Defense Fund, the Government Law Section of the State Bar of Michigan, and the Michigan Townships Association filed a motion to file an amicus curiae brief with the Supreme Court, supporting the City's position and asking for a denial of the application for leave to appeal. The Court granted the request for MML's amicus brief on January 5, 2018, and the brief was accepted for filing. The Michigan Realtor's Association filed a motion to file an amicus brief on behalf of Plaintiff Home Builders on February 23, 2018. On June 20, 2018, the Michigan Supreme Court entered an order granting the Michigan Realtor's Association's motion to file a brief amicus curiae. The Court also ordered that oral arguments be scheduled on Plaintiff's application for leave to appeal, and established a schedule for submitting supplemental written briefs. The Court accepted an amicus brief from the Michigan Health and Hospital Association and the Michigan Society of Association Executives, which was drafted by the attorney representing the Home Builders. The parties are now waiting for the Supreme Court to schedule oral argument. On December 19, 2018, the Michigan Manufacturers Association filed a motion to file a brief amicus curiae, and attached its proposed brief to the motion. On December 21, 2018, the Supreme Court granted the motion and accepted the brief that was submitted on December 19, 2018 for filing. The Michigan Supreme Court presided over the oral argument on March 7, 2019. After oral argument, the Court granted a motion to file a late amicus curiae brief. The City filed a response seeking to address the arguments raised in that brief and attached a proposed response. On April 5, 2019, the Court granted the City's motion to file a response to the amicus curiae brief and accepted the City's response for filing. The parties are now waiting for the Supreme Court to issue its opinion. On July 11, 2019, the Michigan Supreme Court entered its decision holding that the use of the revenue generated by the City's building inspection fees to pay the Building Department's budgetary shortfalls in previous year's violates the State Construction Code Act. The Court reversed the decisions of the Court of Appeals and the Circuit Court and remanded the case back to the Circuit Court for further proceedings. On remand the City can still present evidence to justify the retention of a portion of the fees. The Court permitted additional discovery, as requested by Plaintiff, and the City has responded to the numerous discovery requests. The Plaintiffs sought additional discovery, which the City objected to. The Plaintiffs then filed a motion to compel additional discovery and the City filed a response to the motion. The parties resolved the motion without a hearing with a stipulated order in which the City agreed to provide some additional information, which has now been



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CITY COUNCIL AGENDA ITEM

provided. The Plaintiffs have now indicated they would like to take some depositions. Because of the Emergency Declaration, and the difficulty in conducting depositions, Plaintiff filed a motion to extend the discovery deadline, and the City has not objected to this Motion. The Court has scheduled a new trial date. Plaintiffs filed a motion for summary disposition. The Court issued a scheduling order, requiring the City to respond on or before November 18, 2020, and scheduling the hearing for December 2. Oral argument was held on the summary disposition motion on December 2nd. We are awaiting a decision from the Court. The Court granted Plaintiffs' motion to file supplemental information. Plaintiffs then filed a supplementary brief, and the City filed its response. We are awaiting a decision by the Court on the summary disposition motion. On May 26, 2021, the Court entered its opinion and order denying both requests for summary disposition. The Court ruled that the Michigan Association of Home Builders had standing to pursue a claim under the Headlee Amendment but it dismissed the Headlee Amendment claims of Associated Builders and Contractors of Michigan and Michigan Plumbing and Mechanical Contractors Association on the basis those Plaintiffs did not establish standing. The case will now proceed to trial unless otherwise resolved through facilitation. The Court has scheduled a status conference for June 30th. The Court ordered facilitation, which was unsuccessfully accomplished on September 15, 2021. The Court also allowed the Plaintiff to take a late deposition of the City's Chief Financial Officer Rob Maleszyk, who was not employed during by the City prior to the discovery cut-off date. The case will now proceed to trial, and the Court has scheduled a status conference for October 19, 2021. The Court adjourned the status conference to November 2, 2021 and subsequently adjourned it to January 14, 2022. The case was re-assigned to visiting Judge Sosnick since Judge Kumar was appointed to serve as a Judge in Federal Court. The status conference was then adjourned to March 1, 2022. However, the case was then re-assigned to the newly appointed Judge Cohen and the status conference was rescheduled for April 5, 2022. **On April 5, 2022, Judge Cohen held a status conference, and he scheduled trial for August 2, 2022.**

2. Roumayah Consulting, LLC and Kevin Roumayah v City of Troy - Plaintiff Roumayah LLC is the master tenant for property at 33611 Dequindre Road in Troy that it subleases for use by caregivers registered under the Michigan Medical Marihuana Act (MMMA) to cultivate medical marihuana. Plaintiff Kevin Roumayah is a registered caregiver under MMMA and uses one of the suites at 33611 for a medical marihuana grow operation. The Plaintiffs filed a lawsuit in Oakland County Circuit Court challenging the validity of the City of Troy Medical Marihuana Grow Operation License Ordinance, Chapter 104 that went into effect May 3, 2018. Plaintiffs claim they are entitled to injunctive relief because: 1) the ordinance is a zoning ordinance that was not adopted in accordance with the Michigan Zoning Enabling Act (MZEA); 2) the Plaintiffs have a valid nonconforming use under the MZEA; 3) the ordinance results in a taking of Plaintiffs property without just compensation and due process; 5) the ordinance deprives Plaintiffs of equal protection under the law; and 6) the ordinance is invalid because it is preempted by the MMMA. The Plaintiffs are seeking a declaratory judgment that the ordinance is invalid and an injunction to preclude enforcement of the ordinance. The case was assigned to Oakland County Circuit Court Judge Leo Bowman. Plaintiffs'



500 West Big Beaver
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CITY COUNCIL AGENDA ITEM

request for a temporary restraining order and/or preliminary injunction was denied by the Court on June 13, 2018. The case is now in the discovery phase. During the pendency of this case, the Michigan Court of Appeals issued an opinion in a separate case that directly addressed the issue of whether a municipal ordinance is preempted by the MMMA. That case was appealed to the Michigan Supreme Court. The Supreme Court's decision on that appeal will have a direct impact on the outcome of this case. Thus, the Plaintiff and the City stipulated to a stay of proceedings pending the outcome of the appeal to the Michigan Supreme Court. On December 12, 2018, Judge Bowman issued an order to stay the proceedings. On January 23, 2019, the Michigan Supreme Court granted the township's application for leave to appeal in the other case, as mentioned above, so the Supreme Court will likely determine whether a municipal ordinance is preempted by the MMMA. The parties are still waiting for the Michigan Supreme Court to issue its decision in the Byron Township case. The oral argument in the Byron Township case was scheduled for October 3, 2019. The Supreme Court has not yet issued its opinion in this case. As of March 31, 2020, the Supreme Court has not issued its opinion in the Byron Township case. The Supreme Court issued its opinion in *DeRuiter v. Byron Township* on April 27, 2020, which was favorable to the municipal defendant. Roumayah's attorney has not yet responded to the City's inquiry about Plaintiff's plans and/or potential reinstatement of the case after the *DeRuiter* decision.

3. Thomas Darling v. City of Troy - Plaintiff Thomas Darling filed this Whistleblower lawsuit against the City of Troy on October 10, 2019. It is assigned to Oakland County Circuit Court Judge Daniel P. O'Brien. Darling was the City's former finance director, and was terminated on July 15, 2019. He argues that his termination resulted from his participation in the 2016 Craig Lange investigation of Brian Kischnick and his assistance with the Plante & Moran forensic engagement. This case will be primarily handled by outside labor counsel/insurance counsel. The City timely filed its answer to the complaint. The parties are conducting discovery. The parties are continuing with the exchange of discovery and scheduling depositions. After filing motions for summary disposition, one of Plaintiff's counts is dismissed, and the other remains pending. The City filed a motion for reconsideration as to the remaining count. The trial date is re-scheduled for January 2021. Due to COVID restrictions, the Court adjourned the trial date from January to May 2021. Because of COVID, all jury trials were temporarily postponed at the Oakland County Circuit Court. The jury trial has now been adjourned until October 25, 2021. The Court adjourned the trial date to March 31, 2022. The Court again adjourned the trial to a new date of June 27, 2022. **Just prior to the deadline for trial submissions, the parties were able to reach a settlement. Judge O'Brien signed an order dismissing this case on June 7, 2022.**
4. Jack Wolfe v City of Troy – Plaintiff Jack Wolfe filed this lawsuit against the City. It was initially assigned to visiting Oakland County Judge Edward Sosnick. Plaintiff challenges the City's Medical Marihuana Grow Operation License Ordinance (Chapter 104 of Troy City Code), alleging it was enacted in violation of the Michigan Zoning Enabling Act, and also argues that the ordinance is preempted by the Michigan Medical Marihuana Act. He is seeking \$250,000 in damages, plus injunctive and declaratory relief. The City was alerted to



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CITY COUNCIL AGENDA ITEM

an alleged caregiver operating without a license at 979 Badder Street, and the City issued a notice to quit to the property owner. Plaintiff then applied for a license, but was placed on the wait list, since the City already had over its cap of 36 caregivers. As of July 7, 2021, there was no unlicensed marijuana caregiver operation at the property. In addition to the complaint, Plaintiff filed a motion seeking preliminary injunctive relief. The City filed a response, and the hearing on the motion was scheduled for August 18, 2021, but adjourned at Plaintiff's request. In the meantime, the City filed an answer to the complaint and a motion for summary disposition seeking a dismissal of the case in its entirety. The case has now been assigned to newly appointed Oakland County Circuit Court Judge Kwamé L. Rowe, who scheduled the motion for summary disposition for December 8, 2021. The hearing on the motion for summary disposition was rescheduled to January 5, 2022. After oral argument, the Court took the matter under advisement and indicated a written opinion and order would be issued. On February 23, 2022, the Court issued its Opinion and Order granting summary judgment in favor of the City and dismissing the case. On March 17, 2022, the Plaintiff filed a motion for reconsideration, which is still pending. **On April 11, 2022, the Court entered its order denying Plaintiff's motion for reconsideration. The Plaintiff then filed a claim of appeal with the Michigan Court of Appeals.**

5. Hoggarth v City of Troy - Plaintiff filed this claim and delivery action seeking a return of a shotgun that was seized by the police when Plaintiff was arrested for possession of a firearm while under the influence of alcoholic liquor. The City filed an answer to the complaint and the motion for possession. The case was assigned to Judge McGinnis. At the hearing on March 23, 2022 the Court denied the motion for possession. The case was scheduled for a pretrial on May 4, 2022. **The parties negotiated a resolution and a consent order was entered on April 28, 2022 allowing the firearm to be returned to a third party with a provision it could not be returned to Plaintiff. This case is now concluded.**
6. Williams v City of Troy - Plaintiff filed this claim and delivery action seeking a return of a handgun that he turned over to the police as a condition of bond when he was charged with careless discharge of a firearm. The City filed an answer to the complaint and the motion for possession. The case was assigned to Judge Hartig and is scheduled for a hearing on April 20, 2022 on the motion for possession. **Based on the circumstances of the case and the Plaintiff's completion of a firearms safety course, a consent order was entered on April 25, 2022 allowing the firearm to be returned to Plaintiff. This case is now completed.**
7. Vanessa Quinn v. City of Troy Police et al- Plaintiff filed this lawsuit against the Troy Police Department and an individual officer. The individual officer was investigating a hit and run accident, where the at-fault driver's car was registered to her. The accident occurred on February 23, 2022, and Troy police officers (with canine assistance) were able to locate the vehicle in the rear of a yard a couple of blocks away from the site of the accident. The Troy Police officers knocked on the door of the home where the vehicle was located, and no one answered the door, even though it was apparent that there were persons in the house. The vehicle was then impounded, pursuant to the Troy Police Department policy. Plaintiff has filed this lawsuit seeking a return of her automobile from the impound, and alleged damages exceeding \$3000. This case was



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CITY COUNCIL AGENDA ITEM

filed in the 52-4 District Court, with Judge Kirsten Nielsen Hartig presiding. Plaintiff's vehicle was released to her from the third party impound company after she finally provided proof of insurance and registration for the car, and paid a reduced impound fine. This case has now been dismissed.

8. **Paul v City of Troy** - Plaintiff filed this claim and delivery action seeking a return of a handgun and a rifle. The handgun was seized when Plaintiff was arrested for unlawful possession of a concealed pistol. The rifle was turned into the Police as a condition of bond. The City filed an answer to the complaint and the motion for possession. The case was assigned to Judge Hartig. A hearing on the motion for possession was scheduled on June 22, 2022, but was adjourned at Plaintiff's request.
9. **Brani v City of Troy** - Plaintiff filed this claim and delivery action seeking a return of two handguns. The handguns were seized at the request of Plaintiff's family after the Troy Police responded to a family trouble call. The family was concerned because the handguns were in Plaintiff's possession when he was intoxicated and had been taking pain medication. The City filed an answer to the complaint and the motion for possession. The case was assigned to Judge Hartig. A hearing on the motion for possession is scheduled on July 20, 2022.

G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

There are no pending criminal appeals or district court appeals.

H. ADMINISTRATIVE PROCEEDINGS

There are no pending administrative proceedings at this time.

If you have any questions concerning these cases, please let us know.



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FROM THE OFFICE OF THE CITY MANAGER

Date: July 6, 2022

To: Troy City Council

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager

Subject: City Manager Status Report

Background

City Council and staff met for the 2021 City of Troy Advance facilitated by The Leadership Group (TLG) on November 13, 2021. TLG facilitators presented their report to City Council on January 24, 2022. City staff reported on fiscal year 2022-2023 budget proposals on February 14, 2022. City staff presented the fiscal year 2022-2023 proposed budget on April 4, 2022 and City Council adopted the budget on May 9, 2022. The purpose of this memo is to provide a status report on the solutions and recommendations developed during the 2021 City of Troy Advance and the budget proposals City Council adopted in May.

Topic 1: Communication and Community Engagement

Solutions and Recommendations:

- Develop a centralized communication and engagement team dedicated to public relations and outreach.
- Create our vision/identity with resident feedback first.
- Create 5-minute educational videos on issues and topics, like funding scenarios.

The fiscal year 2022-2023 budget includes a new position to lead the City's communication and engagement team. City staff prepared a job description and plans to begin recruiting in July.

Topic 2a: Facilities (core facilities and infrastructure)

Solutions and Recommendations:

- Create and implement a vision for staffing (number of positions, benefits, etc.).
- Create, implement and communicate publicly a vision and budget for City Hall capital improvements.
- Explore use of the infrastructure bill to support City Hall improvements.

The fiscal year 2022-2023 budget includes a new human resources position to help address staffing and employee engagement. City staff has prepared a job description and plans to begin recruiting soon.



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FROM THE OFFICE OF THE CITY MANAGER

Topic 2b: Facilities (quality of life amenities and facilities)

Solutions and Recommendations:

- Formulate a plan for the Aquatic Center.
- Develop a vision and 10-20-year plan for quality of life and leisure activities.
- Explore ideas and publicly share options including funding strategies.

A team of City staff will be tasked with formulating a plan for the Aquatic Center during the off-season. The fiscal year 2022-2023 budget includes significant nonrecurring capital expenditures for quality of life and leisure activities including \$7.145 million for park improvements and \$3.2 million for the Community Center roof and HVAC projects. The fiscal year 2022-2023 budget also includes funding for a resident survey to help prioritize amenities and funding strategies. The July 11, 2022 regular City Council meeting agenda will include a contract for the resident budget priorities study.

Topic 3: Funding

Solutions and Recommendations:

- Ask residents for a parks and recreation millage (i.e. greenspace, specific projects).
- Explore non-committee approaches to remove millage cap (i.e. ballot vote).
- Utilize community engagement forums to identify priorities and then develop funding options.
- Separate funding between wants and needs.

The resident study mentioned above will help identify budget priorities determine what, if any, new funding strategies the community is most likely to support.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC AND NATURAL
GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21205**

- Consumers Energy Company requests Michigan Public Service Commission for authority to reconcile its 2021 Energy Waste Reduction Plan Costs.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscdockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, July 12, 2022 at 9:30 AM

BEFORE: Administrative Law Judge Katherine Talbot

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 31, 2022 application requesting the Commission to: 1) determine that Consumers Energy's 2021 Energy Waste Reduction (EWR) Plan reconciliation is reasonable and prudent and meets all relevant requirements under Act 295; 2) approve the collection of a financial performance incentive payment for both the natural gas and electric EWR Plan, the collection of which is to be completed by December 31, 2023, in order to comply with the requirements of ASC 980-605-25; 3) approve the EWR surcharge mechanism as proposed by Consumers Energy; 4) approve the conversion of 247,816 EWR Credits into Renewable Energy Credits in 2021 for use in meeting the Consumers Energy's renewable energy requirements under Act 295; and 5) grant Consumers Energy other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 5, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21205**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**