



TROY CITY COUNCIL

REGULAR MEETING AGENDA

APRIL 7, 2025

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,

This agenda has been prepared in accordance with the City Council's Rules of Procedure, offering details to assist in informed deliberations. Many of the items on the agenda also include recommendations from City staff for your review and consideration.

I would like to acknowledge the efforts of numerous City staff members who contributed to preparing this agenda. We have made every effort to ensure the information is thorough and accurate. However, should there be any questions or if further details are needed, City staff remain available to assist at any time.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 for any inquiries or requests for additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank Nastasi", written in a cursive style.

Frank Nastasi
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 25th day of November, 2024.



Mayor Ethan Baker



Council Member Theresa Brooks




Council Member Rebecca Chamberlain-Creanga



Council Member Hirak Chanda



Mayor Pro Tem Mark Gunn



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

April 7, 2025 – 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: Senior Pastor Chris Brooks from Woodside Bible Church **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: **2**

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C-2 Proclamation in Recognition of Troy's 9-1-1 Communications Staff National Telecommunicators Week April 13-19, 2025 (*Presented by: Ethan Baker, Mayor*) **2**

C-3 Project of the Year Award for the Pavilion and Ice Rink (*Presented by: Jenn Chehab, Award and Scholarship Coordinator, American Public Work Association – Metro Branch*) **2**

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INVOCATION: Senior Pastor Chris Brooks from Woodside Bible Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
Theresa Brooks
Rebecca A. Chamberlain-Creanga
Hirak Chanda
Mark Gunn
David Hamilton
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2025-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of April 7, 2025, due to _____.

Yes:

No:

Request to Waive City Council Rule #7 Proclamations and Congratulatory Certificates

Suggested Resolution

Resolution #2025-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **WAIVES** City Council Rule #7 *Proclamations and Congratulatory Certificates* to approve and present a Proclamation to Celebrate Dominic Picano and Picano's Italian Grille, 90 Years Old and 40 Years in Business 1985-2025 and a Proclamation in Recognition of Troy's 9-1-1 Communications Staff National Telecommunicators Week April 13-19, 2025 at the April 7, 2025 City Council Meeting.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

-
- C-1** Proclamation to Celebrate Dominic Picano and Picano's Italian Grille, 90 Years Old and 40 Years in Business 1985-2025 *(Presented by: Ethan Baker, Mayor)*
-
- C-2** Proclamation in Recognition of Troy's 9-1-1 Communications Staff National Telecommunicators Week April 13-19, 2025 *(Presented by: Ethan Baker, Mayor)*
-
- C-3** Project of the Year Award for the Pavilion and Ice Rink *(Presented by: Jenn Chehab, Award and Scholarship Coordinator, American Public Work Association – Metro Branch)*
-

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 – None; b) City Council Appointments – None

a) **Mayoral Appointments: None**

b) **City Council Appointments: None**

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Charter Revision Committee, Historic District Commission, Zoning Board of Appeals

a) **Mayoral Nominations:**

Suggested Resolution

Resolution #2025-04-

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	Notes 3
Beyer	Joseph	10/26/2022	4/30/2027		
Gottlieb	Steven	11/24/2016	4/30/2025		
Kornacki	Rosemary	2/24/2025	4/30/2026		
Noguez-Ortiz	Carolina	4/3/2025	4/30/2026	GTAC exp 10/30/25	
Tadepalli	Hemanth	11/7/2025	4/30/2026		
Vassallo	Joseph	10/16/2026	4/30/2027		

Nominations to the Brownfield Redevelopment Authority:**Term Expires: 4/30/2028**

Term currently held by: Steven Gottlieb

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Bartnik	Mark	4/9/2026	
Chabay	Bibika	1/30/2027	
Comiskey	Ann	1/20/2026	
Ristov	Bill	12/10/2026	

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		11/8/2027	Council Member
Bica-Grodsky	Lisa	9/23/2025	10/30/2026	
Burrus	MiVida	7/15/2018	10/30/2025	
Cheriguene	Sadia	10/20/2024	10/30/2026	
Chezick	Edward	12/20/2024	10/30/2025	
Fakhoury	Awni	9/28/2023	10/30/2027	
Gunasekar	Vinaya	1/8/2026	7/31/2024	Student - Graduates 2025
Mohideen	Syeda	9/28/2023	10/30/2027	

Natcheva	Daniela	11/8/2021	10/30/2025	
Noguez-Ortiz	Carolina	12/20/2024	10/30/2025	BRA exp 4/30/2023
Sekhri	Suneel	11/5/2023	10/30/2027	
Vacancy			10/30/2026	Philippe Cicchini resigned 3/25/2025
Zhou	Yudong	12/7/2024	10/30/2025	

Nominations to the Global Troy Advisory Authority:**Term Expires: 7/31/2025****Student**

Term currently held by: Vinaya Gunasekar

Term Expires: 10/30/2026

Term currently held by: Vacancy-Philippe Cicchini resigned

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Batool	Syeda	3/5/2026	
Comiskey	Ann M.	12/22/2024	
Devulapalli	Ramachandram	8/29/2026	
Dicker	Susanne Forbes	1/3/2025	
Haight	Michelle	10/8/2025	
Lee	Seojin Sarah	4/21/2025	Student – Graduates 2026
Marshall	Everett	1/3/2027	Student – Graduates 2027
Mehta	Susheilla	1/20/2025	
Rao	Rishi	5/21/2026	Student – Graduates 2025

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	6/30/2027	Resident Member	
Baker	Ethan		City Council Term	Alternate; City Council	City Council exp. 11/2027; DDA; GTAC, LDFA
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/2025

Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	9/14/2024	6/30/2028	Resident Member	
Smieliauskas	Fabrice	9/7/2025	6/30/2028	Resident Member	
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2027	Resident Member	Nickolas Vitale resigned 7/17/21 (Term expired 6/30/2023)

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2027

Resident Member

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Faiz	Iqbal	6/7/2025	
Frisen	Sande	1/2/2027	BCBA exp 1/1/2030
Murrish	Dale	2/6/2027	
Vassallo	Joseph	10/16/2026	Brownfield Redev Auth exp 4/30/27

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2025-03-

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 2	Notes 3
Bartnik	Mark	4/9/2026	4/30/2027		
Beltramini	Robin	3/1/2024	4/30/2025		
Buechner	Toby	3/22/2023	4/30/2027		
Burns	Timothy	3/20/2025	4/30/2025		
Evans	Laurie	3/13/2025	4/30/2027		
Fukuzawa	David	4/17/2025	4/30/2026		
Howrylak	Frank	3/22/2025	4/30/2026		

Nominations to the Charter Revision Committee:**Term Expires: 4/30/2028**

Term currently held by: Robin Beltramini

Term Expires: 4/30/2028

Term currently held by: Timothy Burns

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Comiskey	Ann	12/22/2026	
Murrish	Dale	2/6/2027	
Von Oeyen	Schuyler	3/12/2027	

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 2
Adams	John Howard	3/5/2026	5/15/2027		BOR exp 1/31/26; HDC exp 5/15/27
Chambers	Barbara	1/18/2025	3/1/2026	HC Recommendation	
Emerson	Rosalyn	9/2/2026	3/1/2026		
Rahman	Sadek	10/15/2022	3/1/2026		
Swaminathan	Abi	9/2/2025	5/15/2027		
Murrish	Dale		5/15/2027		

Vacancy			3/1/2025	W. Kent Voigt (Deceased)	
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Nominations to the Historic District Commission:**Term Expires: 3/1/2028**

Term currently held by: Vacancy - W. Kent Voigt (Deceased)

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Frisen	Sande	1/2/2027	Architectural Engineer	BCBA exp 1/1/2030

Zoning Board of Appeals

Appointed by Council
7 Regular Members; 2 Alternates
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Bossenbroek	Michael	3/7/2025	4/30/2026		
Chambers	Barbara	1/23/2026	1/31/2027	Alternate; Historic Dist exp 3/1/2026; HDSC	
Desmond	Thomas	5/6/2026	4/30/2027		
Eisenbacher	David	3/16/2018	4/30/2025		Requests Reappointment
Forster	Jeffrey	1/22/2026	1/31/2027	Alternate; Personnel Bd exp 4/30/27; ZBA Alt exp 1/31/27	
Green	Aaron	4/13/2024	4/30/2025		Requests Reappointment
Kenkre	Mahendra	4/10/2026	4/30/2027		
McCauley	James	3/7/2025	4/30/2026		

Nominations to the Zoning Board of Appeals:**Term Expires: 4/30/2028**

Term currently held by: David Eisenbacher

Term Expires: 4/30/2028

Term currently held by: Aaron Green

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Frisen	Sande	1/2/2027	Architectural Engineer
Hashmi	Amin	7/31/2025	
Sabaj	Noah	2/28/2026	
Walters	Kelly	11/27/2025	

Yes:

No:

I-3 No Closed Session Requested

I-4 2025 City Council Meeting Schedule (Introduced by: Frank Nastasi, City Manager)

Suggested Resolution

Resolution #2025-04-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on the following date at 6:00 PM at the Troy Public Library or as otherwise provided by the City Council Rules of Procedure:

Monday, April 28, 2025 Joint Meeting with Planning Commission (Library)

BE IT FURTHER RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes:

No:

I-5 Bid Waiver – Professional Services – Police Department Promotional Testing Services (Introduced by: Josh Jones, Police Chief)

Suggested Resolution

Resolution #2025-04-

Moved by

Seconded by

WHEREAS, *Empco, Inc.* has been providing testing and hiring services to the City's Police Department for 30 years; and has provided this service to several other surrounding municipalities (Resolution #2011-11-261); and,

WHEREAS, *Empco, Inc.* meets departmental needs and complies with Act 78 Commission requirements, including the requirements to be fair and impartial;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedure for this professional service since the public interest is best served by contracting with *Empco, Inc.*

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the contract authorizing *Empco, Inc. of Troy, MI* to provide police promotional testing services; a copy which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the Police Chief is **AUTHORIZED TO EXECUTE** the contract on behalf of the City, authorizing *Empco, Inc.* to conduct the Police Department promotional testing, in accordance with the proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-6 Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Firefighters Park Pickleball Courts Construction; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pickleball Courts Construction Administration, and Budget Amendment (Introduced by: Kurt Bovensiep, Public Works Director)

Suggested Resolution

Resolution #2025-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Best Asphalt, Inc. of Romulus, MI*, to construct eight (8) Pickleball courts at Firefighters Park including the amenities as outlined in the bid specifications and Alternates A and B for a total cost of \$489,509.82 plus a 15% contingency of \$73,000, at prices contained in the bid tabulation opened March 27, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Anderson, Eckstein & Westrick, Inc. of Shelby Township, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of \$56,800.00 plus a 10% contingency of \$5,600.00.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment from the Unassigned General Fund Balance to the Capital Fund in the amount of \$625,000.00.

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

Yes:

No:

I-7 Standard Purchasing Resolution 4: Oakland County Extended Purchasing Cooperative – TFAC Pool Drain Pipe Lining and Budget Amendment (*Introduced by: Brian Goul, Recreation Director*)

Suggested Resolution

Resolution #2025-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Limbach, Inc. of Pontiac, MI*, for the pool drain pipe lining at the Troy Family Aquatic Center for an estimated cost of \$23,028, as detailed in the attached proposal #CR033125A and as per the Oakland County Extended Purchasing Contract #009746, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Troy Family Aquatic Center General Equipment Capital Fund in the amount of \$23,028 for this project.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2025-04-

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 #2025-04-

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

- a) City Council Minutes-Draft – March 17, 2025

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2025-04-

- a) Proclamation in Recognition of Athens High School 2024-2025 Student Council

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder - Contract 25-03 – 2025 Water Main Improvements**

Suggested Resolution
Resolution #2025-04-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 25-03, 2025 Water Main Improvements, to *Inner City Contracting, 18715 Grand River Ave, Detroit, MI 48223*, for their low bid of \$1,593,410.10.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 20% of the total project cost.

- b) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 25-04 – Livernois Road Water Service Transfers**

Suggested Resolution
Resolution #2025-04-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 25-04, *Livernois Road Water Service Transfers, to Superior Excavating, Inc., 2420 Auburn Road, Auburn Hills, MI 48326*, for their low bid of \$367,300.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed the total budgeted amount of \$650,000.00.

- c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Hauling and Disposal of Dirt and Debris**

Suggested Resolution
Resolution #2025-04-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract for Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year, to the low bidder

meeting specifications; *Mierzwa Construction, LLC of Pontiac, MI*, for an estimated total cost of \$179,775.00, at unit prices contained in the bid tabulation opened March 13, 2025; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring April 30, 2027.

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.

d) Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications - Aggregates

Suggested Resolution
Resolution #2025-04-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Aggregates with an option to renew for one (1) additional year to the following low bidders meeting specifications:

Company	Items	Estimated Total Cost
Bedrock Express LTD	Proposal A - 2, 3, 4, 5, 6, 7, 8	\$ 71,772.00
Roseville Crushed	Proposal A - 9	\$ 1,695.00
Osburn Industries, Inc.	Proposal B - 1, 2, 3	\$ 12,700.00
Estimated Total Cost		\$ 86,167.00

BE IT FURTHER RESOLVED, That all aggregates are to be purchased on an as-needed basis at unit prices contained in the bid tabulation opened March 13, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contracts expiring April 30, 2027.

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

J-5 Act 51 Mileage Certification for 2024 - Deletion

Suggested Resolution
Resolution #2025-04-

WHEREAS, The City of Troy does wish to decertify a portion of Virginia Avenue. The decertification of Virginia Avenue is located between John R Road and the end of Virginia Avenue for a total decertification length of 77.34 feet; and,

WHEREAS, The above said street has been disconnected from John R Road and is no longer open to direct traffic from John R Road;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DECERTIFIES** a portion of the following street: Virginia Avenue between John R Road and the end of Virginia Avenue from the City of Troy local street system.

J-6 Authorization of Compensation, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #95, Sidwell #88-20-15-252-045, Sarmad Najib Savaya and Christina Savaya

Suggested Resolution

Resolution #2025-04-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for public utilities and public services facilities from Sarmad Najib Savaya and Christina Savaya, owners of the property identified by Sidwell #88-20-15-252-045.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** compensation in the amount of \$25,000.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** City Staff to expend any necessary costs incurred to meet closing requirements and recording costs in an amount not to exceed \$8,000.

BE IT FINALLY RESOLVED, That City Staff shall **ENSURE** and **CONFIRM** that the permanent easement and any accompanying documentation is recorded with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Request for Acceptance of Two Permanent Easements, RW Troy Property, LLC, Sidwell #88-20-28-478-057 and -030

Suggested Resolution

Resolution #2025-04-

RESOLVED, That Troy City Council **ACCEPTS** two permanent easements for sidewalks and water mains from mains from RW Troy Property, LLC, owner of the properties having Sidwell #88-20-28-478-057 and -030.

BE IT 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-8 Private Agreement – Contract for Installation of Municipal Improvements – Jax Kar Wash – Project No. 24.915.3

Suggested Resolution

Resolution #2025-04-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and BMW Kar Wash, LLC for the installation of Storm Sewer, Underground Detention, Concrete Pavement & Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Request for Recognition as a Nonprofit Organization from Connections Learning LabSuggested Resolution

Resolution #2025-04-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Connections Learning Lab, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J-10 Traffic Committee Recommendations and Minutes – March 19, 2025Suggested Resolution

Resolution #2025-04-

4. Request for Traffic Control – Eden Gardens Site Condominium

BE IT RESOLVED, That the Kohli Drive and Rochester Road intersections be STOP CONTROLLED on the Kohli Drive approach to Rochester Road.

BE IT RESOLVED, That a NO LEFT TURN sign be installed on Rochester Road at the north Kohli Drive and Rochester Road intersection.

5. Request for Traffic Control – Adler Cove Site Condominium

BE IT RESOLVED, That the Adler Court and Long Lake Road intersection be STOP CONTROLLED on the Adler Court approach to Long Lake Road

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) Traffic Committee-Final – February 19, 2025

O-2 Department Reports: None Submitted

O-3 Letters of Appreciation:

a) For Amanda Carr from Mary Burns

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

O-5 Notice of Hearing for the Gas Customers of DTE Gas Company – Case No. U-21837

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,



Frank A. Nastasi
City Manager

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 14, 2025.....Special Meeting – Budget
April 16, 2025..... Special Meeting – Budget (as needed)

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 21, 2025..... Regular Meeting
May 5, 2025 Regular Meeting
May 19, 2025 Regular Meeting
June 9, 2025 Regular Meeting
June 30, 2025 Regular Meeting
July 14, 2025..... Regular Meeting
July 28, 2025..... Regular Meeting
August 11, 2025..... Regular Meeting
August 25, 2025..... Regular Meeting
September 8, 2025 Regular Meeting
September 29, 2025 Regular Meeting
October 6, 2025 Regular Meeting
October 20, 2025 Regular Meeting
November 10, 2025 Regular Meeting
November 17, 2025 Regular Meeting
December 1, 2025 Regular Meeting
December 15, 2025 Regular Meeting

**PROCLAMATION TO CELEBRATE
DOMINIC PICANO & PICANO'S ITALIAN GRILLE
90 YEARS OLD AND 40 YEARS IN BUSINESS 1985 – 2025**

WHEREAS, 2025 marks a monumental year for **Dominic Picano**. He turned **90 years old** on March 30 and his restaurant, **Picano's Italian Grille** celebrates **40 years** in business in the City of Troy; and

WHEREAS, Dominic arrived from Cassino, Italy, 80 miles south of Rome, in 1949 when he was just 14 years old with a passion for food. **Dominic's** father brought his family of eight children to America, where he wanted them to get an education. Unfortunately, in June 1949, his Dad was killed in a factory explosion so Dominic could no longer pursue an education. Instead, he had to work to support his family and never graduated from high school; and

WHEREAS, Dominic always had a passion for business, buying chickens at Great Scott's for \$.17 cents a pound for Greg's Pizza that he bought in 1963 on the west side of Detroit. But his true longing was to open an authentic Italian restaurant with old-world recipes using the finest ingredients. In 1985, **Picano's Italian Grille** opened, providing a true Italian dining experience. His employees talk about his strong work ethic and dedication. He loves to teach others and mentor them to always do the right thing in the food business; and

WHEREAS, Homemade is the essential ingredient. **Picano's** specializes in house-made ravioli, gnocchi, lasagna, and garlic rolls, as well as many other specialty dishes created by his acclaimed chefs. The extensive wine list features some of the most exquisite wines from Italy, Napa Valley, and countries around the world; and

WHEREAS, Picano's is a great place for a date night, to bring the family or even to have a special event take place in their banquet rooms. Whatever the case may be, know that as a guest of **Dominic Picano** and his family, you will taste the very essence of Italy and a lot of love in all of their dishes; and

WHEREAS, Dominic and his wife Brenda worked together at **Picano's** and celebrated 48 years of marriage before she passed on April 13, 2019. They have three children, who also work with him at the restaurant, Cristina, Tina, and Tim; and seven grandchildren, Karly, Candice, Autumn, Dominic, Giuliana, Alessandro, and Gabriella;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby congratulate **Dominic Picano on his 90th Birthday and Picano's Italian Grille on its 40th anniversary** in business; and

BE IT FURTHER RESOLVED, That the Mayor, City Council and City Management join the citizens of this community in celebration of the **40th anniversary of Picano's Italian Grille at 3775 Rochester Road** and look forward to it being part of Troy for many more years to come, offering delicious homemade Italian cuisine.

Presented this 7th day of April 2025

**PROCLAMATION IN RECOGNITION OF
TROY'S 9-1-1 COMMUNICATIONS STAFF
NATIONAL TELECOMMUNICATORS WEEK
APRIL 13 – 19, 2025**

WHEREAS, Thousands of dedicated telecommunications professionals serve the people of this country every day by answering phone calls for police, fire and emergency medical services, dispatching appropriate assistance quickly and efficiently; and

WHEREAS, The Communications Supervisors and Dispatchers for the City of Troy perform a critical function and are a key link in the public safety chain which protects all of us and are constantly striving to improve their emergency response capabilities through leadership, dedication, and technology - processing over 125,000 phone calls a year; and

WHEREAS, The safety of our Police Officers and Firefighters in Troy and Clawson are dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Troy's 9-1-1 Communications Center; and

WHEREAS, By United States Congressional proclamation, the Association of Public Safety Communications Officials International, a worldwide telecommunications organization composed of more than 40,000 people engaged in the operation, installation and design of emergency response communications systems, has set aside the second week of April to recognize the contributions made by telecommunicators and their crucial role in the protection of everyone's life and property;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy does hereby commend the **Troy 9-1-1 Communications Supervisors and Dispatchers** for their dedication in providing life-saving service 24 hours a day, seven days a week, 365 days a year, and are the first, first responders; and

BE IT FURTHER RESOLVED, That the Troy City Council does hereby proclaim the week of April 13 - 19, 2025 as **National Telecommunicators Week** in the City of Troy, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Presented this 7th day of April 2025.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

COUNCIL AGENDA ITEM

Date: March 31, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Dylan Clark, Management Analyst

Subject: 2025 City Council Meeting Schedule
(Introduced by: Frank Nastasi, City Manager)



Background

The City Council adopted its calendar year 2025 regular meeting schedule on November 25, 2024. The schedule also included special meetings on Monday, April 14 and Wednesday, April 16, 2025 for presentation of the proposed fiscal year 2025-2026 budget, in accordance with City Charter Section 8.2. Subsequently, City Council scheduled and held additional special meetings for the Capital Conference, Capital Conference Follow Up, Emergency Medical Services, and City Manager / City Attorney Evaluations.

At the June 10, 2024 regular meeting of City Council, staff delivered the 2024-2028 TPL Strategic Plan. The plan stressed that the current building is functionally obsolete for a contemporary library. City Council gave direction to explore a new library building.

At the January 27, 2025 meeting of City Council, a contract was approved for HBM Architects, LLC of Cleveland, OH through a best value process for Architectural and Engineering Services to Provide Schematic Design and Opinion of Cost for a New Public Library.

It is expected that City Council would make final approval of a new library, but this project would also require site plan approval through the Planning Commission. In order to start these conversations early, it is recommended that City Council and the Planning Commission hold a joint meeting to discuss preliminary schematic design of a new library. This would include HBM Architects, LLC as a guest presenter to discuss the design and answer questions.

Recommendation

The following special meeting date is proposed for *Joint City Council and Planning Commission Meeting (Library)*

- Monday, April 28, 2025

This meeting will be held at 6:00 PM in the Troy Public Library Meeting Room consistent with the City Council Rules of Procedure.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM



Date: March 20, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Kyle Vieth, Controller
Jeanette Menig, Human Resources Director
Josh Jones, Police Chief
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Professional Services – Police Department Promotional Testing Services
(Introduced by Josh Jones, Police Chief)

History

The Police Department anticipates the retirement of several police and command officers during the next two budget years. The Police Department's entry-level Police Officer eligibility list has been recently certified, but there is not a current list established for the Police Sergeant positions.

Act 78 Civil Service requires that a competitive examination be given and that an eligibility list, based on cumulative test score, be established. Upon Act 78 certification, these lists would remain valid for two years. Sergeant candidates participate in a written exam as well as an assessment center process.

Purchasing

Since 1990 Empco, Inc. has provided promotional testing services for the Police Department. Empco has provided excellent service and the Department is satisfied with the manner in which they conduct promotional testing. Empco customizes the testing to meet the needs of the organization and comply fully with Act 78 Commission requirements. Empco provides promotional and entry level testing for numerous Police Departments and agencies around the state, and is a local company based here in Troy.

Financial

The total cost for the promotional testing depends upon the number of candidates taking the examinations. The fee structure below is an estimate based on the number of candidates that have applied for the position in the past. See below for Empco, Inc. pricing as detailed in the attached proposal for this testing. If all current officers who meet the minimum requirements apply for these promotions, the costs would increase to approximately \$55,000.00. Funds are currently available in the Police Department's contractual services budget for these services.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Pricing

Assessment Center – Sergeant (based on 15 candidates)		Total
Development Fee	\$5,000.00	\$5,000.00
Administration Fee (per day, up to 5 candidates per day)	\$2,200.00 x3	\$6,600.00
Per Candidate Fee	\$325.00 x15	\$4,875.00
Custom Written Exam – Sergeant		
Development Fee (with 20% of test from local content)	\$2,600.00	\$2,600.00
Per Candidate Fee	\$26.00 x15	\$390.00
Proctoring of Exam	\$375.00	\$375.00
On-site Candidate Exam Review	\$500.00	\$500.00
Shipping Fee	\$25.00	\$25.00
Estimated total		\$20,365.00

Mileage and travel expenses will be billed as they occur at the current IRS approved rate.

Recommendation

City Management recommends, in the best interest of the City, waiving the formal bid process and approving the contract with *Empco, Inc of Troy MI* for Police Department Promotional Testing Services for an estimated cost of \$20,365.00 as detailed in the attached proposal.

Legal Review

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

AGREEMENT FOR EMPLOYMENT TESTING SERVICES FOR TROY
POLICE SERGEANT

This Agreement for Employment Testing Services is entered into on this _____ day of _____ 2025, between the City of Troy, Michigan, a Michigan municipality having its principal place of business at 500 W. Big Beaver Road, Troy, MI 48084 (hereinafter "City") and Empco, Inc., a Michigan corporation, having its principal office at 1740 W. Big Beaver Road, Troy, MI 48084 (hereinafter "Empco").

WHEREAS, Empco provides employment testing services, including the administration of a written examination, as well as an assessment center, to screen potential municipal police department candidates; and

WHEREAS, Empco has submitted a proposal to develop and conduct employment testing services for police sergeant position for the City; and

WHEREAS, the City is desirous of having Empco provide the above referenced service, in connection with the proposal submitted by Empco, which is attached and incorporated by reference.

NOW THEREFORE, in consideration of the following, the City and Empco agree to the following:

1. The parties shall comply with all applicable federal, state, and local laws, including non-discrimination laws, and shall comply with all EEOC, Title VII requirements and regulations, and shall not discriminate against any candidate based on race, color, sex, national origin, religion, age, or handicap.

Job Analysis

2. Empco shall conduct a job analysis of police sergeant before developing any assessment and/or written examination.
3. The job analysis shall include meeting and/or administering surveys with subject matter experts and those persons in a position to fully understand the requirements of police sergeant.
4. The job analysis shall also include a review of the City's job description for police sergeant.

5. The information gathered in the job analysis shall be used in developing any assessment and/or written examination.

Written Examination for Police Sergeant

6. Empco shall provide a fair and transparent written examination process for all internal candidates for police sergeant with the City (herein "written examination"). This written examination shall be administered as soon as possible after the signing of this contract. The final results of this written examination will be used in the creation of the eligibility list for the police sergeant position.
7. Immediately after this contract is executed, Empco shall review the departmental policies, procedure, ordinances and organization of the City, as well as conduct interviews with appropriate representatives of the City to better understand the organization, its culture, the objectives of the City and the position to be filled.
8. Empco shall also review sources that include, but are not limited to, commonly accepted training books and nationally recognized standards.
9. Based on Empco's review, it shall develop a "customized examination," which shall be a tailored examination with at least 20% of the questions authored from the City's own rules, regulations, policies and ordinances.
10. The examination shall include at least 100 questions, and the questions shall be content valid and job related. The Troy Police Chief shall have the option to review the written examination before it is administered to the candidates.
11. Empco shall prepare a proposed bibliography for the written examination, and shall forward the bibliography, with publisher contact information, to the City. The City shall have seven days to object to any of the sources on the bibliography or to propose additional sources for the bibliography.
12. Empco shall schedule the date and the time for the administration of written examination with City officials. The City shall notify candidates of the time and place of the written examination. The written examination shall be administered in an appropriate City facility, and at the City's expense.

13. As soon as possible, but at least two weeks prior to the scheduled written examination, the City shall tell Empco how many candidates will be taking the written examination.
14. Empco shall administer the written examination, proctor the examination, and provide all required materials and answer sheets.
15. Empco shall score the written examination, and shall inform the City of the written scores within two business days of receiving the examination materials back at Empco's office.
16. If requested by City, Empco shall provide an item analysis on the test.
17. Candidates who take the written examination will be allowed to challenge any item on the written examination for up to two business days after the examination. Empco shall review all of the challenges and provide responses after completion of the challenge period.
18. Empco will retain the written examination and answer sheets for a period of 30 days after the review session.
19. The City shall pay Empco the sum of \$2,600.00 for the creation of the written examination, and a proctoring fee of \$375.00 for the day that the examination is offered, as well as a fee of \$26.00 per candidate that takes the written examination.
20. Any orders and/or final counts given one week or less prior to the testing deadline shall result in a \$25 shipping fee.

Assessment Center for Police Sergeant

21. Empco shall also conduct an assessment center for the position of Troy Police Sergeant.
22. Immediately after this contract is executed, Empco shall review the departmental policies, procedure, and organization of the City, as well as conduct interviews with appropriate representatives of the City to better understand the organization, its culture, the objectives of the City and the position to be filled.
23. Empco shall determine the specific job elements that are critical to the position of Police Sergeant, and shall prepare a job analysis for the position.

24. Empco shall develop an assessment center that consists of three to five exercises, which evaluate up to fifteen behavioral attributes, consistent with the "Guidelines and Ethical Considerations for Assessment Center Operations" issued in 2015 by the International Taskforce on Assessment Center Guidelines.
25. Empco shall be permitted at least one month to develop the assessment center.
26. Empco shall work with the designated City representative to schedule the date, time and the facilities for conducting the assessment center. The assessment center shall be administered in an appropriate City facility, and at the City's expense. The City shall provide access to a copy machine and a working lunch for the assessment team and the facilitator.
27. Empco shall prepare a notice of the date, time, and location for the assessment center, which shall be forwarded to the City for posting in at least two conspicuous locations at the City. This notice shall be prepared and forwarded to the City at least fourteen days before the scheduled assessment center.
28. The City shall notify Empco of the number of candidates at least two weeks prior to the assessment.
29. Empco shall hold a pre-assessment orientation meeting with the candidates approximately one week prior to the scheduled assessment center. This orientation shall provide the candidates with information about the assessment center process. If candidates are unable to make the pre-assessment orientation meeting, then Empco shall immediately provide the information about the assessment center process to the candidates by mailing the information to the candidates or with a phone conversation with the candidates.
30. Empco shall provide the assessors for the assessment center exercises. These assessors shall possess the necessary experience, background and knowledge to assess the candidates for the position in question. No member of the assessment team shall have any prior prejudicial knowledge or acquaintance with any of the candidates that are being assessed by the assessment team.
31. Each member of the assessment team shall individually observe and rate each candidate for the position being sought.

32. Empco shall train each member of the assessment team as to the Empco assessment process, the exercises that are to be used, and the scoring criteria.
33. Empco shall tally the assessment center score for each candidate for each position, and shall provide a written copy of the final scores to the City within one week after the assessment center.
34. If approved by the City and requested by the candidate within 60 days of the assessment center, Empco will either meet or have a phone conversation with each candidate to discuss the candidate's individual performance at the assessment center. The purpose of this review is to provide the candidate with feedback that can be used in future assessment processes, rather than to impact the final scores of the assessment center.
35. For each assessment center, the City shall pay Empco \$5,000.00 as the base fee for the development of the assessment center. In addition, the City will pay an additional \$2,200.00 for each day of the assessment center, with a maximum of five candidates on each day. Additionally, the City shall pay \$325.00 for each candidate evaluated.
36. Assessment centers cancelled less than three weeks prior to the assessment center will result in the City being billed the development fee for the assessment center.
37. Reduction in the number of days for the assessment center less than two weeks prior to the assessment center will result in the City being billed \$1,000.00 for the cancelled day(s).
38. The City will also reimburse mileage for the Empco facilitator and also the three members of the Empco assessment team, at the IRS approved rate.

General Contract Provisions

39. The parties each represent that they have the authority to enter into this contract.
40. Empco shall send all test result to: The City of Troy Human Resources Director, as representative of the City.
41. Empco shall invoice the City for services after the final test scores are

provided to the City. The City shall pay those invoices within 30 days of receipt.

42. Empco shall carry general liability insurance, professional liability, automobile insurance, workers compensation and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this agreement, in amounts approved by the City of Troy. Empco shall provide the City with a copy of each such insurance policy upon request of the City. The City of Troy shall be named as an additional insured and the City of Troy shall be notified of any cancellation or material change of that insurance within 30 days. Cancellation of the insurance shall be considered a breach of this contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous coverage to the City of Troy. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. Proof of insurance meeting these requirements shall be provided to City of Troy within 24 hours after execution of this contract.
43. To the fullest extent permitted by law, Empco agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, the Troy Police Department, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy or the Troy Police Department, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, Troy Police Department, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy or the Troy Police Department, for any claims arising from preparation of the test, procedures conducted for or during the testing, selection of questions, method of scoring, or any other action relating to the execution of activities by Empco outlined in this Agreement.
44. The City may terminate this Agreement for breach of any of the terms and conditions, including but not limited to unsatisfactory performance or failure to timely comply with the procedures set out herein. Written notification of termination shall be sent by first class mail to Empco at their last known address. Upon receipt of a notice of termination, Empco shall cease performance of any of the terms and conditions under this Agreement.
45. Empco shall have no authority or power to assign, subcontract, or transfer any rights, privileges, or interest without obtaining prior written

permission from the City.

46. This Agreement incorporates by reference the attached Empco Proposal, as though fully set out herein. If there is a conflict between the Proposals and this Agreement, this Agreement shall control. These documents constitute the entire Agreement and any changes thereto shall be in writing signed by both the parties unless otherwise set out in the Agreement.
47. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue for any causes of action shall be Oakland County, Michigan.

Signed this _____ day of _____, 2025.

City of Troy

Empco

By: _____

By: _____

Its: _____

Its: _____

Proposal for The City of Troy

Police Sergeant Promotional
Process

Proposal Submitted by:



Submitted:
February 2025

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Proposal for Troy Police Department

Thank you for the opportunity to submit a proposal for your upcoming promotional process for Sergeant. Our proposal covers the development and administration of the testing process you describe in your Request for Proposal.

About Empco

Empco was incorporated in 1985 and is located in Troy, MI. Empco, Inc. specializes in employment relationships with an emphasis on testing and evaluations in the public sector. Our focus is on entry level and promotional assessments for public safety and municipal positions.

In 1987, Empco began conducting promotional testing for police departments in Michigan. From our offices in Troy, we have grown into the largest firm in the state providing promotional testing to law enforcement and the fire service. Empco also services municipal agencies and sheriff's offices in states throughout the nation.

Empco, Inc.
1740 W. Big Beaver Rd.
Suite 200
Troy, MI 48084
Phone: 248-528-8060
Fax: 248-526-7274
Web site: www.empco.net
E-mail address: info@empco.net

Experience and Qualifications

Empco conducts assessment centers, oral boards and written examinations for hundreds of agencies across the United States. In this, we test thousands of candidates each year.

Empco's specialization in testing for municipal and county positions give us the expertise to accommodate nuances that come with limited budgets, collective bargaining agreements, and various governing bodies and laws. Our size gives us the ability to provide excellent customer service. We pride ourselves on the relationships we have built. It must be recognized that current clients, who use our examination services annually, could switch to another vendor if our results did not only satisfy the agency's needs, but also the need for fairness among test takers. We keep our clients, and the number continues to grow because of a reputation for integrity and fairness in our examinations. At Empco, we put integrity before profit.

Job Analysis

Empco conducts a job analysis before developing any assessment. The job analysis includes meetings with subject matter experts and those persons in a position to fully understand the requirements of the job. Empco will also administer surveys about the position to these individuals.

Empco will analyze the information collected during these meetings and through the surveys. We will also examine the job description for the position, as well as any job analyses previously conducted.

The information gathered in the job analysis will be used as the basis for any assessment and is included as part of the validation of the exam.

Written Exams

After completing the job analysis, Empco will begin developing the written exam. Questions on the test will come from sources determined by the agency and Empco. These sources can include, but are not limited to, commonly accepted training books, nationally recognized standards, and agency materials such as policies, procedures and ordinances. The content of the questions will be determined by the information collected in the job analysis and information from the agency. Empco will develop a bibliography that includes sources that contain content on these knowledge areas. Empco often presents agencies with choices of texts to allow the agency to select texts that reflect their own specific philosophies. If an agency decides to use material that does not reflect the knowledge areas shown as essential by the job analysis, the agency assumes responsibility for the validity of the test.

Empco will then develop a bibliography that contains the list of sources all questions came from, and where these sources can be obtained. This bibliography will then be provided to the agency so that candidates can study the source material. Empco recommends that candidates receive at least 60 days to study for the exam. The specific study period will be determined by agency deadlines and regulations.

Empco generally recommends a 100-question exam. Our exams are multiple-choice. Samples of our exam questions can be found on our web site at www.empco.net. The items will be written by experts in the field and are reviewed to make certain the content is relevant and the wording is unbiased.

Empco has several options for administration of these written exams. The first option is for the agency to administer paper and pencil exams to all of the candidates. Instructions for administration would be provided to the agency by Empco. The agency would be responsible for providing proctors, a testing location and ensuring test security.

Another administrative option is to have Empco administer the exam. Empco would ensure the exams were administered in a proper manner and maintain test security. The agency would be responsible for providing a location for the test administration and would be responsible for paying the cost of an Empco representative to administer the exam.

Examinations can be developed in three formats: off-the-shelf, tailored or customized. An off-the-shelf examination is one that is used by a number of agencies desiring value testing. A tailored examination is one where the agency selects specific books from a list of texts provided by Empco. A customized examination is a tailored examination with 20% of the questions authored from the agency's own Rules, Regulations, Policies, etc. Tests can be developed with more than 20% local content, depending on the volume and quality of the material. Additional costs apply.

Scoring

Empco will consider reliability and adverse impact in determining the cut off scores for passing the assessment. Final scores will be reported after these analyses have been completed.

Empco will provide scores within two business days of receiving the exam materials back in our office. Scores can be reported in multiple formats, but always as a percentage of 100 percentage.

If requested, Empco will provide an item analysis on the test.

Question Challenges

Empco will follow the agency's written policy on challenges. However, in the absence of an agency's written policy, Empco's policy shall prevail. Empco's policy is: Candidates will be allowed to challenge any item on a written exam for up to 2 business days after the exam. Candidates who wish to challenge a question must complete a challenge form provided by Empco. Empco will review all of the challenges and provide responses to these challenges after the completion of the challenge period. If an item is challenged, and Empco agrees with the challenge, all candidates will receive credit for a correct answer to the item. Empco must be notified of the agency's challenge policy prior to the administration of the exam.

Scheduling and Billing

Off-the-shelf exams – Empco recommends a minimum 60 day study period. This is the time from the date the agency posts the bibliography to the test date. Final test counts must be given to Empco two weeks prior to the test date. Any orders/final counts given one week or less prior to the testing deadline will result in an expedited shipping fee billed to the client.

Tailored exams – Empco recommends a minimum 60 day study period. This is the time from the date the agency posts the bibliography to the test date. Final test counts must be given to Empco two weeks prior to the test date. Exams cancelled less than two weeks prior to the test will result in the client being billed the development fee for the test. Any orders/final counts given one week or less prior to the testing deadline will result in an expedited shipping fee billed to the client.

Custom exams – Empco requires a minimum 60 day study period/preparation time. This is the time from the date the agency posts the bibliography AND gets all local content material to Empco to the test date. Final test counts must be given to Empco two weeks prior to the test date. Exams cancelled less than one month prior to the test will result in the client being billed the development fee for the test. Any orders/final counts given one week or less prior to the testing deadline will result in an expedited shipping fee billed to the client.

Assessment Centers

Empco's assessment centers are designed to measure the knowledge, skills and abilities (KSA's) critical for successful performance in such jobs. These include up to 15 behavioral attributes such as: oral and written communication, problem solving, decision making, organization, planning, administrative and operational skills, staff development, supervision, analytical thinking and reasoning, etc. The job analysis, as well as information from subject matter experts in the agency, will determine the actual dimensions to be measured by the assessment center for each specific rank.

Empco's assessment centers are developed in accordance with the *Guidelines and Ethical Considerations for Assessment Center Operations (2015)*, International Taskforce on Assessment Center Guidelines. These guidelines establish specific requirements and procedures for conducting assessment centers. The following description of Empco's assessment center structure and procedures reflect the requirements of these guidelines. Following these guidelines will ensure that your agency meets any contractual obligations to conduct an assessment center as well as making the test reliable and defensible.

Empco has five exercise types that are typically used in assessment centers. The specific job-related exercises that will be used in a custom assessment center will be developed by Empco after consultation with subject matter experts in the agency and examining the results of the job analysis for each position. Empco uses between three and five exercises for each assessment center. The following are the typical exercise types Empco uses:

Interview Exercise: Candidates are asked to make a brief presentation describing themselves, their accomplishments, goals and other related issues - an outline of suggested topics is provided at the orientation. Each candidate is then asked a series of career and job-related questions and given a scenario(s) to solve. The same questions/scenarios are asked of each candidate. Actual agency issues are incorporated into the exercise.

Oral Presentation Exercise: Candidates are given a particular subject at the orientation and asked to prepare and deliver an oral presentation to a group such as the city council, concerned citizens, etc., (in reality - the assessors). Generally, an actual agency issue is incorporated into the exercise.

In-Basket Exercise: Candidates are given a number of written situations, which might typically be found in the "In-Basket" of the job being filled. Candidates are asked to complete and submit their solutions to these in-basket items within a specific time.

Role-Play Scenario Exercises: Candidates are presented with unannounced situations from the job being sought. They are required to interact with an individual (an Empco associate playing the role of a subordinate, city council person, etc.) while being evaluated by our panel of assessors. The scenarios are job-related.

Tactical Scenario Exercise: Candidates are presented with a tactical scenario involving an active fire scene. Candidates will be presented with basic information and be expected to run the fire scene and react/adapt when things at the scene change. Candidates will need to orally explain what they will do while being evaluated by our panel of assessors.

Assessors

Empco's standard practice is to provide the assessors for assessment center exercises. All assessors will be those regularly used by Empco and are therefore trained in how Empco evaluates and scores candidates. This panel will evaluate all candidates to ensure reliability of ratings. Assessors are drawn from non-contiguous agencies and have no prejudicial knowledge of the candidates.

If the agency, either by contract or by budget, requires that assessors other than those generally used by Empco need to serve as assessors, this can be accommodated. However, additional time is built into the schedule for assessor training. It is imperative that all assessors understand the importance of, and how to conduct, objective evaluations using our rating forms. Fees for assessment centers utilizing assessors other than those on Empco's roster will be determined based on the specific needs of the client.

Candidate Orientation

Empco will conduct an orientation for all candidates participating in an assessment center. During this orientation, Empco will explain the assessment process -- what candidates should expect and how the candidates will be evaluated. The agency is responsible for providing adequate facilities to accommodate the orientation and will be responsible for notifying all candidates as to the date, time and location of the orientation. When candidates for a position are not local (an agency is seeking outside applicants), the orientation can be conducted over the phone or by video conference.

Candidate Feedback

Empco will provide all candidates that participate in the assessment center the opportunity to receive feedback on their performance in each exercise. Candidate feedback sessions must take place within two months of the completion of the assessment. Candidates are responsible for contacting the Empco office to schedule their own feedback session. Feedback sessions are confidential and are done as an opportunity for candidates to learn how to improve on future assessments and, more importantly, how they can work to improve their management skills on the job.

Scheduling and Billing

Empco requires a minimum one month development period. The specific dates and times of each aspect of the test development and administration will depend on the availability of representatives from the agency, and how quickly surveys are completed. Final candidate counts must be given to Empco two weeks prior to the assessment. The agency will be billed for the number of candidates given at this time. Assessment centers cancelled less than three weeks prior to the assessment center will result in the client being billed the development fee for the assessment center. Reduction in the number of days for the assessment center less than two weeks prior to the assessment center will result in the client being billed \$1000 for the cancelled day(s).

Scoring

Empco will consider reliability and adverse impact in determining the cut off scores for passing the assessment. Final scores will be reported after these analyses have been completed.

Empco will provide agencies with scores on assessment centers within one week of the assessment completion. Scores can be reported in multiple formats, but always as a percentage of 100 percent.

Agency Requirements

Empco requires that the agency provide adequate facilities for all orientations, written exams, oral boards, assessment centers, and review sessions (if applicable). The agency is responsible for making sure these facilities provide adequate space and layouts conducive to the activities that will be held in the space. Empco asks that the agencies provide lunch to Empco assessors and facilitators for all oral boards and assessment centers. The agency is also responsible for notifying all candidates of the dates and times of orientation, feedback sessions (if applicable), and testing dates, as well as providing the candidates with a copy of the bibliography for the written exam. The agency will need to provide Empco with a copy of all job analyses and job descriptions for the position, and make subject matter experts available to Empco if additional job analysis information needs to be conducted. Empco also requires the agency to provide all local content materials for written exams and allow Empco use of a copy machine during the assessment center process.

It is the agency's responsibility to notify candidates that recording devices of any kind, including agency issued body cameras, are strictly prohibited at all orientations, written exams, oral boards, and assessment centers. If a candidate is wearing any of these devices upon arriving at the testing facility, they will be asked to turn the device off and remove it from the testing areas. Use of a recording device during written exams, oral boards, or assessment centers will be considered cheating and will be handled according to the agency's discipline policy.

The agency must notify Empco of any additional requirements when scheduling a testing process. Those additional requirements could be dictated by agency policy or collective bargaining agreement and include, but are not limited to, specific cut scores, candidate reviews and candidate challenge periods. Additional fees may apply.

Project Team

Kendra Royer, President

Dr. Kendra Royer holds a master's degree and a doctoral degree in Industrial/Organizational Psychology. She has worked as a public safety consultant since 2001 and has been with Empco since 2005. Her expertise is in the development and validation of employment testing. As President, Kendra oversees the development of all assessment processes. She ensures that all Empco products are valid and reliable and consistent with industry standards.

Jerrod S. Hart, Director of Assessment Centers and Oral Boards

Jerrod retired from the Novi Police Department (Public Safety Administration) as an Assistant Chief of Police after 26 years of service. He then served as Chief of Police for the City of Saline and Dearborn Heights Police Departments. Jerrod earned his M.S. in Technology/Homeland Security from Eastern Michigan University, B.S. in Criminal Justice from Ferris State University and graduate of the 26th Session of Eastern Michigan University School of Police Staff & Command. As the Director of Assessment Centers and Oral Boards, Jerrod administers and facilitates all aspects of the assessment center and oral board processes.

Jeffrey Smith, Senior Consultant

Jeff serves as our in-house subject matter expert for all promotional processes in law enforcement. He is the retired Director of Public Safety from Southgate, MI and the current Court Administrator for the 28th District Court. Jeff has worked in both the private and public

sector of law enforcement/public safety for over 30 years and has been on staff at Empco since 2015. Jeff was a 2016 graduate of the Federal Bureau of Investigation National Academy, Quantico, VA class #263. Jeff holds a bachelor's degree in Science from Ferris State University and an associate degree in Arts from Henry Ford College. Jeff is also a 2012 graduate of the Eastern Michigan University School for Police Staff and Command class #28.

Kimberly Craig, Director of Testing Services and Human Resources

Kim oversees all of Empco's entry level and promotional written examinations. This includes assisting in the selection of materials for candidates to study, determining the content of the examinations, and overseeing exam scheduling and administration. She is also responsible for client billing. Kim has worked at Empco since 2006, and worked in the field of Human Resources and Employee Relations since 1997. For eight years, she oversaw contract workers in the IT field throughout Michigan, including those contracted to the City of Detroit, Detroit Water and Sewerage Dept. (now GLWA), Ford Motor Company and Ford Credit, and Chrysler (now Stellantis).

In addition to the Empco team members listed above, Empco works regularly with over 50 independent contractors to develop written examinations and act as assessors on oral boards and assessment centers. These contractors are experts in the area of public safety.

References

Empco, Inc. conducts assessment centers, oral boards, and written exams for hundreds of agencies each year. The following are a sample of agencies that we are currently doing work for or that we have recently completed work:

Police

Canton Township, MI Police Department	
Contact:	Rachelle Howell Human Resources Manager Canton Township 734-394-5252 Rachelle.howell@cantonmi.org Dates of Service: 2016 to present
Project:	Empco develops written exams for the rank of Sergeant. Empco also develops and conducts assessment centers for the ranks of Sergeant, Lieutenant and Deputy Chief.

Chesterfield Township, MI Police Department	
Contact:	Brian McNair Police Captain Chesterfield Twp. Police Dept. (586) 949-3878 bmcnair@chesterfieldpolice.org Dates of Service: 2002 to present

Project:	Empco develops written exams for the rank of Detective and Sergeant. Empco also develops and conducts assessment centers for the ranks of Sergeant, Lieutenant and Chief.
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Clinton Township, MI Police Department

Contact:	Dina Caringi Police Chief Clinton Township Police Department (586) 493-7803 coringid@clintontownship-mi.gov Dates of Service: 2002 to Present
Project:	Empco conducts written exams for Detective and Sergeant. Empco also develops and administers assessment centers for Police Lieutenant, Captain and Chief.

Ferndale, MI Police Department

Contact:	Justin Giorlando Payroll & Retiree Coordinator City of Ferndale Human Resources 248-546-2372 jgiorlando@ferndalemi.gov Dates of Service: 2003 to Present
Project:	Written exams and oral boards for the Police Sergeant and Lieutenant candidates. Empco has also conducted an assessment center for Police Captain.

Lansing, MI Police Department

Contact:	Matthew Kreft Captain Lansing Police Department (517) 483-4613 Matthew.kreft@lansing.mi.gov Dates of Service: 2002 to present
Project:	Empco develops and conducts assessment centers for the ranks of Police Captain and Lieutenant. Empco also develops and administers oral boards and written examinations for Detective and Sergeant. All assessment centers, written exams and oral boards are based on extensive job analyses conducted for each rank.

Livonia, MI Police Department

Contact:	Jeannine Laible Human Resources Director Civil Service Department (734) 466-2527 jlaible@livonia.gov Dates of Service: 1998 to present
Project:	Empco designs and conducts written examinations for the Livonia Police Department for the ranks of Sergeant and Lieutenant. These examinations contain

	questions from a bibliography developed with the department and include both national texts and local content.
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Madison Heights, MI Police Department	
Contact:	Brent LeMerise Police hief City of Madison Heights (248)837-2729 BrentLeMerise@Madison-Heights.org Dates of Service: 2002 to present
Project:	Empco develops and conducts assessment centers for the ranks of Police Lieutenant and Sergeant.

Southfield, MI Police Department	
Contact:	James Meadows Human Resources Director City of Southfield (248) 796-4708 jmeadows@cityofsouthfield.com Dates of Service: 1999-present
Project:	Empco has conducted written exams and assessment centers for various ranks in the Police Department. Custom written exams are designed for the Police Department including: Sergeant, Lieutenant, and Police Specialist. Empco has also designed and administered an assessment Center for the Deputy Police Chief and Police Chief.

Southgate, MI Police Department	
Contact:	Joe Marsh Director of Public Safety Southgate Police Department (734) 258-3046 jmarsh@southgatemi.gov Dates of Service: 2002 to present
Project:	Empco designs and conducts assessment centers, oral boards and written exams for the Police Department. Custom written exams and oral boards are regularly conducted for Lieutenant. Assessment Centers are designed and administered for Public Safety Director and Police Chief.

Sterling Heights, MI Police Department	
Contact:	Kate Baldwin Human Resources Director City of Sterling Heights (586) 446-2316 kbaldwin@sterling-heights.net Dates of Service: 1990 to present

Project:	Empco regularly designs and conducts custom written examinations, oral boards and assessment centers for all promotions in the Sterling Heights Police Department from Sergeant to Chief.
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University of Michigan Police Department

Contact:	Stacy Ede Associate Director of Human Resources U of M Human Resources (734) 647-5564 stacyede@umich.edu Dates of Service: 2010 to present
Project:	Empco develops a written custom exam and assessment center for Sergeants in the Public Safety Division. These assessments measure candidate's readiness for the unique campus based position.

Wayne County Airport Authority, MI Police Department

Contact:	Mike Bangs Director of Human Resources Wayne Co. Airport Authority (734) 247-7078 Mike.bangs@wcaa.us Dates of Service: 2013 to present
Project:	Empco develops written exams and assessment centers for the ranks of Sergeant and Lieutenant in the Wayne County Airport Police Department.

Legal Standards

In developing all exams, Empco, Inc. followed the legal and ethical guidelines put forth in:

- *Americans with Disabilities Act of 1990.*
- *Civil Rights Act of 1991.*
- *Guidelines and Ethical Considerations for Assessment Center Operations (2015)*, International Taskforce on Assessment Center Guidelines.
- *Principles for the Validation and Use of Personnel Selection Procedures*, 4th edition (2003), Society of Industrial Organizational Psychology.
- *Standards for Educational and Psychological Testing* (1999), American Psychological Association.
- *Uniform Guidelines on Employment Selection Procedures* (1978), Code of Federal Regulations, Chapter 41, Part 60-3.

Law Enforcement Professional Oversight Standards

Empco, Inc.'s development and administrative testing processes are familiar with and are in compliance with standards and recommendations set for by the following entities:

- Commission on Accreditation for Law Enforcement Agencies (CALEA)
- Michigan Law Enforcement Accreditation Program

Insurance

Empco carries required insurance.

Litigation

Empco has never been involved in any litigation of any kind.

Contact

Empco staff is easily accessible by several methods: office phone: 248-528-8060; fax: 248-526-7274; email: info@empco.net, or view our web site at: www.empco.net. We are located in Troy, Michigan near I-75, approximately 30 minutes north of Detroit.

Authorized Individual

Kendra Royer, Ph.D., President, is the person authorized to sign a contract. She can be reached at 248-528-8060 or at kendra@empco.net

Non-Collusion

Empco has not and will not work with any other vendor on this project.

Pricing

Written Exam

Custom

Development Fee	\$2,600.00
Per Candidate Fee	\$26.00
Proctoring of Exam (optional)	\$375.00
On-site Candidate Exam Review (optional)	\$500.00
Shipping Fee	\$25.00

Assessment Center

Development Fee	\$5,000.00
Administration Fee (per day, up to 5 candidates per day)	\$2,200.00
Per Candidate Fee	\$325.00

Mileage and travel expenses will be billed as they occur.

Prices effective for 60 days after proposal is submitted.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-06

CITY COUNCIL AGENDA ITEM



Date: April 2, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications–
Firefighters Park Pickleball Courts Construction
Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pickleball
Courts Construction Administration
Budget Amendment (Introduced by: Kurt Bovensiep, Public Works Director)

History

The demand for additional Pickleball courts has increased over the last several years as the fast-growing sport has gained popularity of a large range of age groups. Currently, Troy offers four dedicated outdoor Pickleball courts at Redwood Park. Additionally, the Tennis courts at Boulan Park and Brinston Park are lined for Pickleball. Additional courts have competed with other priorities in previous Capital Budgets and have been unsuccessful in receiving funds to move forward with the project.

City Council adopted an Unassigned General Fund Balance Policy (Resolution# 2014-04-062) that provides a fund range of 20% to 30% of General Fund expenditures. Through conservative budgeting and good fiscal practices, the Unassigned General Fund Balance is in a position to fund the in-demand Pickleball court project that was not able to achieve funding through the normal Capital Fund process.

City Staff did a comparison of several surrounding Pickleball courts to determine the popular court amount, amenities, and location. After reviewing the 25 different locations around Troy it was determined eight (8) courts were an appropriate size and the location should include restroom facilities. This narrowed the site selection to developed parks that currently have restrooms. Additionally, the noise of the sport was also a consideration and influenced the proximity of the courts to surrounding residential neighbors. For these reasons, Firefighters Park between the current play structure and the Baseball field was selected.

Recognizing that neighbors to our parks like to participate in any changes, we sent the attached letter to those residents directly abutting the chosen location. The Wyngate Home Owners Association President responded to the engagement letter representing all the park neighbors. He indicated that he was satisfied with the location and appreciated the thoughtfulness of the location. He requested we include windscreens in the design to further reduce the noise to the neighbors. This suggestion was included in the bid proposal and if approved will have windscreens on the exterior fences.



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Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

History (continued)

The design process was also influenced by several advocates of the game and their thoughts were collected during City Manager Nastasi's Troy Talks, casual discussions after City Council meetings, emails, and phone conversations. Most of the design suggestions were included in the final bid proposal, which includes taller fences on the exterior of the courts, shorter fences between the courts, shade structures, benches, paddle racks, and accessible access.

Anderson, Eckstein & Westrick, INC. (AEW) has experience in the design and construction of Pickleball courts. City Staff used their existing engineering and design contract to prepare plans and specifications and provide an award recommendation. Based on the bid submittals, AEW is recommending an award to Best Asphalt including alternate A and B. The full detailed recommendation is attached.

Purchasing

- On March 27, 2025, a bid opening was conducted as required by City Charter/Code for the purchase the construction of eight (8) Pickleball Courts at Firefighters Park.
- The bid was posted on Bidnet Direct/MITN website; www.bidnetdirect.com/mitn/city-of-troy-mi.
- Seven hundred sixty-two (762) vendors were notified via the Bidnet Direct/MITN website. Two (2) bid responses were received as well as one (1) statement of no bid. Below is a detailed summary of potential vendors for this bid opportunity:

Companies notified via MITN	762	<u>MITN</u> 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. <u>Active MITN</u> 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. <u>Active MITN non-paying members</u> are responsible to monitor and check the MITN website for opportunities to do business with the City. <u>Inactive MITN member</u> 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.
Troy Companies notified via MITN	12	
Troy Companies notified Active email Notification	12	
Troy Companies - Active Free	0	
Companies that viewed the bid	162	
Troy Companies that viewed the bid	3	

After reviewing the bid proposals, *Best Asphalt, Inc. of Romulus, MI* was the low bidder meeting specifications and being recommended using Alternates A and B of the bid proposal.

The current contract for engineering and design services with Anderson, Eckstein & Westrick, INC. (AEW) was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, AEW proposes a fee for Contract Inspection & Administration Services of \$28,600, Project Management Services of \$9,300, Construction Staking Services of \$5,900 and Material Testing of \$13,000 for a total fee of \$56,800.

Financial

Funds for the addition of Pickleball courts were not part of the 2025 Fiscal Year Budget and will require a Budget Amendment in the amount of \$625,000 from the Unassigned General Fund Balance to the Capital Fund. The funds will then be expensed from the Land Improvements Firefighters Park-401.770.771.974.030 using Project Number- 2025C0112

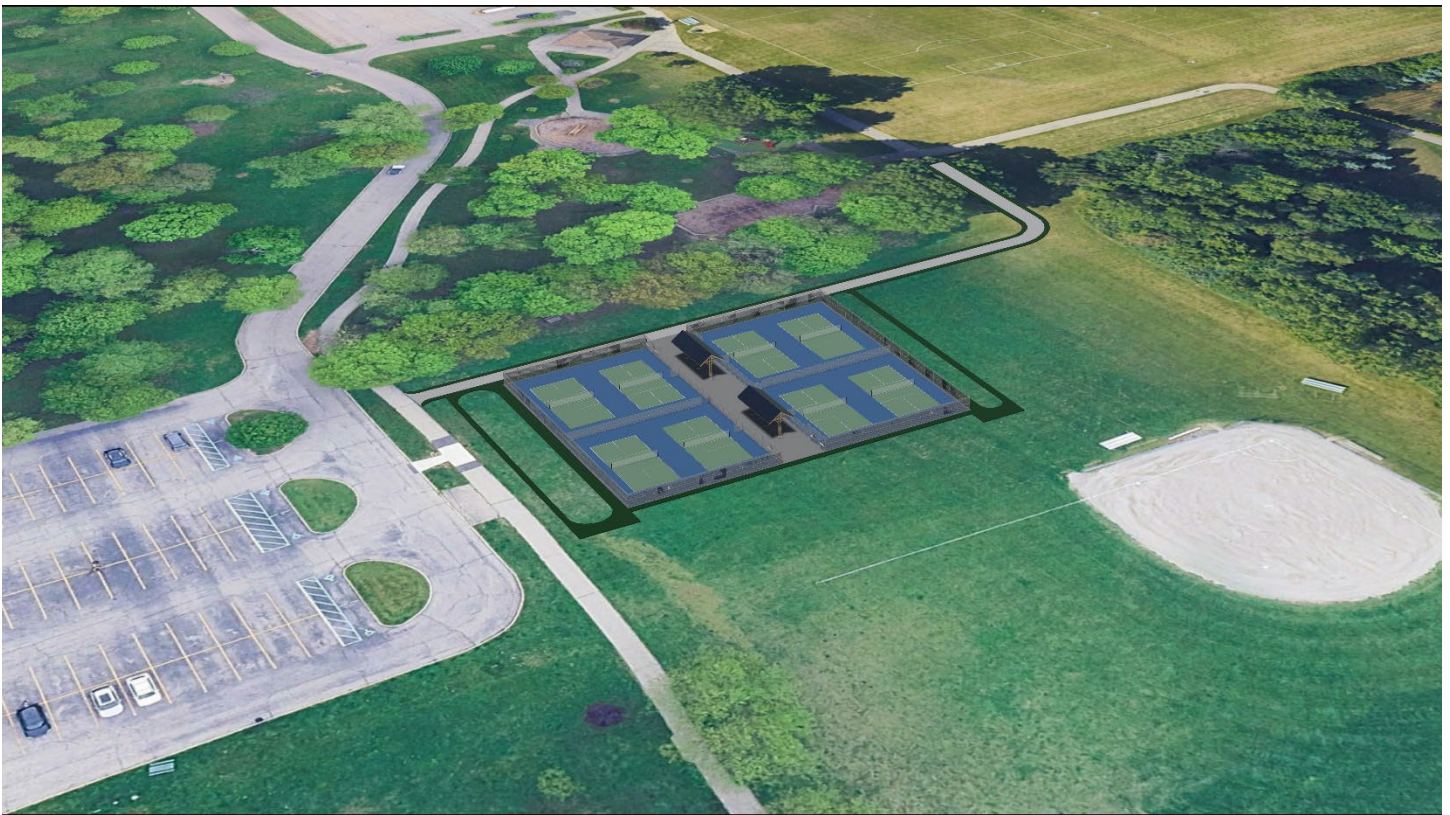


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CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract to *Best Asphalt, Inc. of Romulus, MI* to construct eight (8) Pickleball courts at Firefighters Park including the amenities outlined in the bid specifications and Alternates A and B for a total cost of \$489,509.82 plus a 15% contingency of \$73,000, at prices contained in the bid tabulation opened March 27, 2025. City Management also recommends granting the authority to expend budgeted capital funds to *Anderson, Eckstein & Westrick, INC. of Shelby Township, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of \$56,800 plus a 10% contingency of \$5,600. City Management further requests a budget amendment to the 2025 Fiscal Year Capital Fund in the amount of \$625,000.00.





DEPARTMENT OF PUBLIC WORKS
4693 Rochester Road
Troy, MI 48085
troymi.gov

January 10, 2025

Dear Firefighters Park Neighbor,

The City of Troy strives to provide current and popular recreational opportunities in our parks. The residents of Troy have been requesting more Pickleball courts for several years and we are now in a position to answer this call to action.

Pickleball, a fast-growing sport that blends elements of tennis, badminton, and ping pong, is a game anyone can enjoy. It is played on a court, similar to the type used for badminton, with a net set like a tennis net, and can be played as singles or doubles. Pickleball is known for being easy to pick up but difficult to master, making it fun for people of all ages and skill levels. The social nature and lower physical demands compared to tennis make it especially popular with older adults, but younger players are also embracing the sport.

Currently, Troy offers four dedicated outdoor Pickleball courts at Redwood Park. Additionally, the Tennis courts at Boulan Park and Brinston Park are lined for Pickleball.

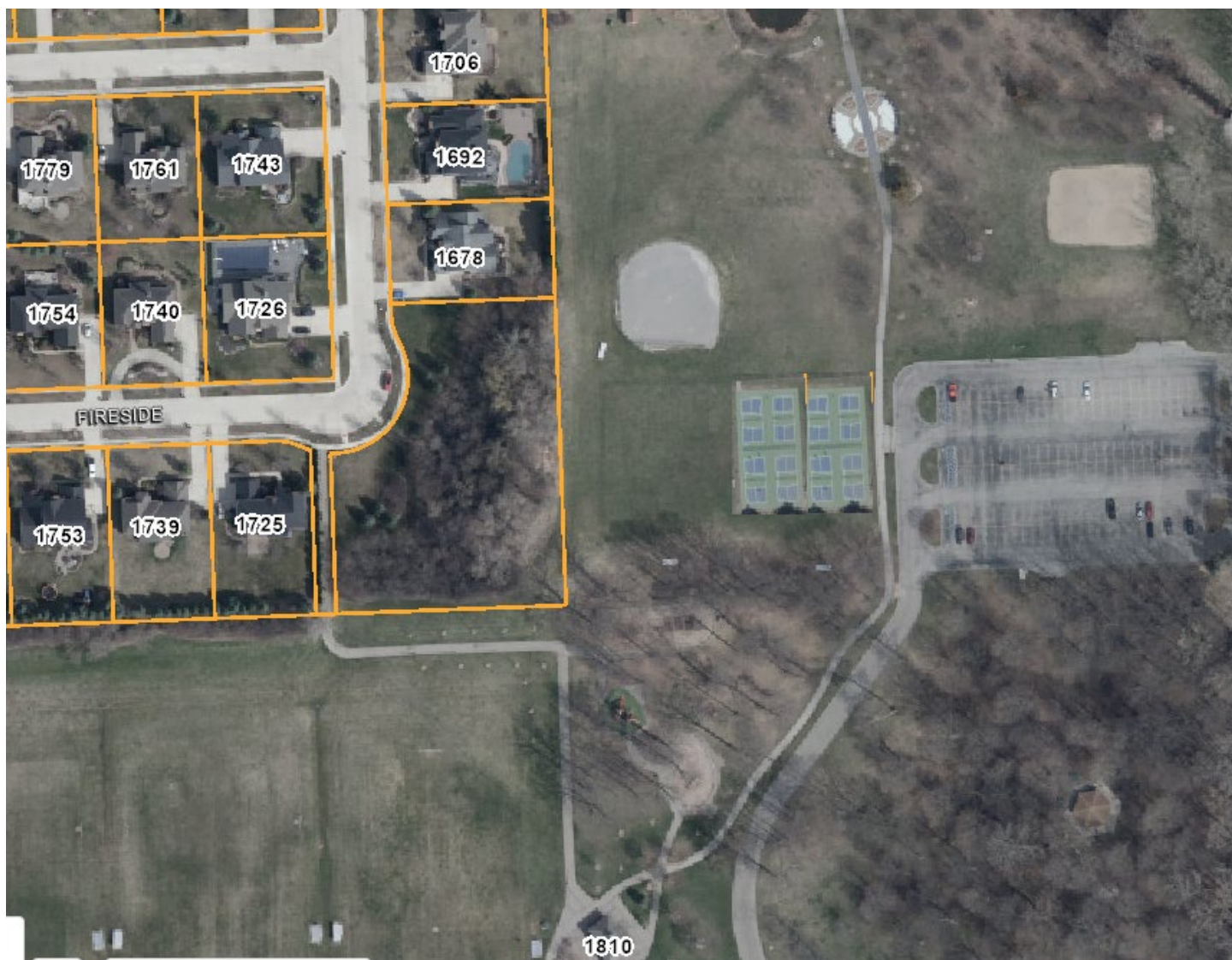
After evaluating several options to bring additional dedicated outdoor Pickleball courts to Troy, the City has determined that Firefighters Park would be a great location. We have attached a proposed layout for the eight newly proposed courts within Firefighters Park for you to review.

Since this proposed expansion is near your home, we wanted to provide you an opportunity to share your thoughts. Whether you have questions, concerns, or words of support, we are here to listen and make sure this project benefits our entire community.

We are excited about this potential addition to Firefighters Park, and we look forward to hearing from you. Please contact me by the end of January so I can include your feedback in the design process.

Kind Regards,

Kurt Bovensiep
Public Works Director
City of Troy
248.524.3489
k.bovensiep@troymi.gov



Opening Date - 03/27/2025
Reviewed Date - 03/27/2025

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 1 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI
CHECK NO.:	1540190768	9051233653
CHECK AMOUNT:	\$10,000.00	\$10,000.00

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS								
Line	Pay Item	Description	Qty	Units	Unit Price	Total Cost	Unit Price	Total Cost
1	4037050	Dr Structure, 24-inch Dia, Infiltration	2	Ea	\$4,500.00	\$9,000.00	\$352.00	\$704.00
2	8507001	Fence Windscreen, 8 Foot, Black	524	Ft	\$18.68	\$9,788.32	\$20.26	\$10,616.24
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
4	1027051	Bonds, Insurance & Mobilization - Max \$15,000	1	LSUM	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
5	8507051	Court Sun Shade	2	LSUM	\$22,500.00	\$45,000.00	\$17,381.00	\$34,762.00
6	2027050	GOSPORTS Pickleball Paddle Rack	8	Ea	\$160.00	\$1,280.00	\$120.00	\$960.00
7	2027050	Pickleball Court Numbering Plaques	8	Ea	\$120.00	\$960.00	\$58.00	\$464.00
8	1027051	Pavement Marking, Pickle Ball Court	1	LSUM	\$5,400.00	\$5,400.00	\$4,950.00	\$4,950.00
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
10	8507050	Pickle Ball Net and Posts	8	Ea	\$3,200.00	\$25,600.00	\$3,410.00	\$27,280.00
11	2047051	Earthwork, Site	1	LSUM	\$65,000.00	\$65,000.00	\$47,586.00	\$47,586.00
12	8167011	Surface Restoration, Seeding	590	Syd	\$6.00	\$3,540.00	\$12.00	\$7,080.00
13	2047011	Conc Pavt, Nonreinf, 5 inch	285	Syd	\$90.00	\$25,650.00	\$77.00	\$21,945.00
14	2047011	Conc Pavt, Nonreinf, 17 inch (RIBBON)	61	Syd	\$375.00	\$22,875.00	\$495.00	\$30,195.00
15	2047011	Surface Restoration, Seeding, Bioretention Mix	413	Syd	\$15.00	\$6,195.00	\$100.00	\$41,300.00
16	3020030	Aggregate Base, 12 inch	465	Syd	\$26.00	\$12,090.00	\$30.28	\$14,080.20
17	3020016	Aggregate Base, 6 inch	2174	Syd	\$14.00	\$30,436.00	\$12.66	\$27,522.84
18	2080016	Erosion Control, Gravel Access Approach	1	Ea	\$6,000.00	\$6,000.00	\$860.00	\$860.00
19	2080036	Erosion Control, Silt Fence	552	Ft	\$4.50	\$2,484.00	\$1.49	\$822.48
20	8080021	Fence Gate, 4 foot, for 48 inch Chain Link Fence	2	Ea	\$833.00	\$1,666.00	\$763.40	\$1,526.80
21	8080011	Fence, Chain Link, 48 inch	365	Ft	\$55.60	\$20,294.00	\$50.94	\$18,593.10
22	8080015	Fence, Chain Link, 96 inch	585	Ft	\$93.60	\$54,756.00	\$85.79	\$50,187.15
23	5010034	HMA, 36A	41	Ton	\$360.00	\$14,760.00	\$193.83	\$7,947.03
24	5012025	HMA, 4EML	41	Ton	\$330.00	\$13,530.00	\$193.83	\$7,947.03
25	4040083	Underdrain, Subgrade, Open-Graded, 6 inch	864	Ft	\$30.00	\$25,920.00	\$26.00	\$22,464.00
TOTAL AMOUNT - BASE BID:					\$659,520.02		\$740,437.67	
ALTERNATE BID A								
Subtract Item								
#3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	-\$212,495.70	\$171.60	-\$322,264.80
Add Item(s)								
26	2017011	HMA 13A, Tennis Mix	155	Ton	\$313.00	\$48,515.00	\$233.03	\$36,119.65
27	2017011	HMA 36A, Tennis Mix	155	Ton	\$391.20	\$60,636.00	\$267.66	\$41,487.30
TOTAL AMOUNT - BASE BID + ALTERNATE A:					\$556,175.32		\$495,779.82	
ALTERNATE BID B								
Subtract Item								
#9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	-\$29,800.00	\$28,380.00	-\$28,380.00
Add Item(s)								
28	2017011	PLEXIPAVE Surface Coating	1	LSUM	\$24,120.00	\$24,120.00	\$22,110.00	\$22,110.00
TOTAL AMOUNT - BASE BID + ALTERNATE B:					\$713,440.02		\$790,927.67	
TOTAL AMOUNT - BASE BID + ALTERNATE A & B:					\$550,495.32		\$489,509.82	

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 2 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS

Completion Date Agreement Signed:	Y or N	Y	Y
Vendor Questionnaire Completed:	Y or N	Y	Y
Site Inspection:	Y or N	Y - 03/26/2025	Y - 03/18/2025
Contact Information Provided:	Y or N	Y	Y
Proposed Progress Payments Provided:	Y or N	April 5%, May 20%, June 30%, July 30%, August 10%	30 Days
References:	Y or N	Y	Y
Completion Date can be met:	Y or N	N - 08/30/2025	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	30 Days
Warranty:		1-Year	1-Year
Completion:		8/30/2025	Per Specs
Exceptions:		Proposed schedule modification because of PT cable lead time, 28 day curing time prior to court surfacing	None
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	Y	Y
Forms:	Y or N	Y	Y

Low Bidder Meeting Specifications

No Bid - Laser Sport Surfacing

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Andrew Chambliss

Jackie Ahlstrom

Bryan Pompa

Emily Frontera

Purchasing Manager



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

March 31, 2025

Kurt Bovensiep
Public Works Director
Department of Public Works
City of Troy
4693 Rochester Road
Troy, Michigan 48085

Reference: **Proposal for Construction Administration Services**
Pickleball Courts – Firefighters Park
City of Troy

Dear Mr. Bovensiep:

Thank you for considering our firm for providing construction engineering and surveying services on the project referenced above.

Understanding of the Project

On March 27, 2025, the City of Troy opened bids for a project to construct 8 pickleball courts, along with a shade structure, pathway extension, and drainage at Firefighters Park. The City has requested a proposal to provide construction inspection, testing, and administration for this project.

Services to be Provided

We propose to furnish the following services:

- A. **Construction Inspection and Administration** - We will perform construction staking, inspection, engineering, testing, and administration, including the following tasks
- Conduct a preconstruction meeting
 - Perform construction staking
 - Perform construction administration services, including but not limited to preparing pay estimates, contract modifications, weekly status reports, generate punch lists, and perform project closeout
 - Coordinate with G2 Geotechnical to perform materials testing for all sub base, stone base, concrete, and HMA placed by the Contractor



Kurt Bovensiepe
March 31, 2025
Page 2

- Review material submittals
- Respond to Contractor requests for information
- Conduct progress meetings on site every two (2) weeks
- Perform construction engineering services as necessary, respond to conflicts that require attention, and respond to resident concerns

Fee for Professional Services

The following fees will be on a lump sum (fixed fee) basis unless noted otherwise.

Construction Staking	\$ 5,900
Project Management	\$ 9,300
Construction Inspection & Administration	\$ 28,600
Materials Testing (G2)	<u>\$ 13,000</u>
TOTAL	\$ 56,800

Any additional services will be provided on an hourly basis according to our current rate schedule effective for the period in which the work is performed.

Basis of Payment

Work in progress will be invoiced every four weeks (billing cycle) based upon hourly charges to date. There are no mileage expenses required. Travel time is charged portal to portal. Failure to pay invoices promptly can result in suspension of the work and revision of the completion schedule by the Engineer.

Please note that the fees quoted are for services completed within one year. If time beyond one year is required, an adjustment to the fees for the remaining portion may be made to reflect changes in cost of living, based on the Consumer's Price Index.

Other Terms of Service

Services provided by AEW under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice



Kurt Bovensiepe
March 31, 2025
Page 3

to AEW and by mutual agreement between the parties, AEW will correct those services not meeting such standard without additional compensation.

No party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party(s).

Opinions of Probable Cost

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that AEW has no control over the cost of labor, materials, equipment, or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures for our use.

We thank you once again for the opportunity to work with you on this project.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Jennifer L. Chehab, PE
Project Manager

Signature

Scott P. Lockwood, PE
Executive Vice President

Date

M:\0999\0999-0852\2025\JLC\Troy\Firefighters Park Pickleball CA.docx



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

March 31, 2025

Kurt Bovensiep
Public Works Director
Department of Public Works
City of Troy
4693 Rochester Road
Troy, Michigan 48085

Reference: Recommendation of Award of Contract

Firefighters Park Pickleball Courts
AEW Project No. 0238-0043

Dear Mr. Bovensiep:

Following public advertisement and bid solicitation, we publicly opened bids for the referenced project online at the City of Troy on March 27, 2025. The base bid included pre-stressed concrete with a standard recreational coating; Alternate A allowed for a substitution of hot mix asphalt for the prestressed concrete, and Alternate B allowed for replacement of the standard recreational coating with Plexipave.

The certified low bidder, who could meet the project schedule is Best Asphalt, Inc. from Romulus, MI with a Total Base Bid + Alternates A and B of \$489,509.82. We have attached the bid tabulation for your use.

We have contacted several of the references that the Contractor provided and all stated that Best Asphalt is qualified to perform the project and have successfully performed similar work in the past, including for other AEW clients. Based on that, we recommend the contract be awarded to Best Asphalt, Inc. If you have any questions please let us know.

Sincerely,

Jennifer L Chehab, PE

Enclosure: Bid Tabulation

M:\0238\0238-0043\Construction Admin\Bids\Recommendation of Award.docx

Opening Date - 03/27/2025
Reviewed Date - 03/27/2025

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 1 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI
CHECK NO.:	1540190768	9051233653
CHECK AMOUNT:	\$10,000.00	\$10,000.00

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS

Line	Pay Item	Description	Qty	Units	Unit Price	Total Cost	Unit Price	Total Cost
1	4037050	Dr Structure, 24-inch Dia, Infiltration	2	Ea	\$4,500.00	\$9,000.00	\$352.00	\$704.00
2	8507001	Fence Windscreen, 8 Foot, Black	524	Ft	\$18.68	\$9,788.32	\$20.26	\$10,616.24
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
4	1027051	Bonds, Insurance & Mobilization - Max \$15,000	1	LSUM	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
5	8507051	Court Sun Shade	2	LSUM	\$22,500.00	\$45,000.00	\$17,381.00	\$34,762.00
6	2027050	GOSPORTS Pickleball Paddle Rack	8	Ea	\$160.00	\$1,280.00	\$120.00	\$960.00
7	2027050	Pickleball Court Numbering Plaques	8	Ea	\$120.00	\$960.00	\$58.00	\$464.00
8	1027051	Pavement Marking, Pickle Ball Court	1	LSUM	\$5,400.00	\$5,400.00	\$4,950.00	\$4,950.00
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
10	8507050	Pickle Ball Net and Posts	8	Ea	\$3,200.00	\$25,600.00	\$3,410.00	\$27,280.00
11	2047051	Earthwork, Site	1	LSUM	\$65,000.00	\$65,000.00	\$47,586.00	\$47,586.00
12	8167011	Surface Restoration, Seeding	590	Syd	\$6.00	\$3,540.00	\$12.00	\$7,080.00
13	2047011	Conc Pavt, Nonreinf, 5 inch	285	Syd	\$90.00	\$25,650.00	\$77.00	\$21,945.00
14	2047011	Conc Pavt, Nonreinf, 17 inch (RIBBON)	61	Syd	\$375.00	\$22,875.00	\$495.00	\$30,195.00
15	2047011	Surface Restoration, Seeding, Bioretention Mix	413	Syd	\$15.00	\$6,195.00	\$100.00	\$41,300.00
16	3020030	Aggregate Base, 12 inch	465	Syd	\$26.00	\$12,090.00	\$30.28	\$14,080.20
17	3020016	Aggregate Base, 6 inch	2174	Syd	\$14.00	\$30,436.00	\$12.66	\$27,522.84
18	2080016	Erosion Control, Gravel Access Approach	1	Ea	\$6,000.00	\$6,000.00	\$860.00	\$860.00
19	2080036	Erosion Control, Silt Fence	552	Ft	\$4.50	\$2,484.00	\$1.49	\$822.48
20	8080021	Fence Gate, 4 foot, for 48 inch Chain Link Fence	2	Ea	\$833.00	\$1,666.00	\$763.40	\$1,526.80
21	8080011	Fence, Chain Link, 48 inch	365	Ft	\$55.60	\$20,294.00	\$50.94	\$18,593.10
22	8080015	Fence, Chain Link, 96 inch	585	Ft	\$93.60	\$54,756.00	\$85.79	\$50,187.15
23	5010034	HMA, 36A	41	Ton	\$360.00	\$14,760.00	\$193.83	\$7,947.03
24	5012025	HMA, 4EML	41	Ton	\$330.00	\$13,530.00	\$193.83	\$7,947.03
25	4040083	Underdrain, Subgrade, Open-Graded, 6 inch	864	Ft	\$30.00	\$25,920.00	\$26.00	\$22,464.00
TOTAL AMOUNT - BASE BID:					\$659,520.02		\$740,437.67	

ALTERNATE BID A

Subtract Item								
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
Add Item(s)								
26	2017011	HMA 13A, Tennis Mix	155	Ton	\$313.00	\$48,515.00	\$233.03	\$36,119.65
27	2017011	HMA 36A, Tennis Mix	155	Ton	\$391.20	\$60,636.00	\$267.66	\$41,487.30
TOTAL AMOUNT - BASE BID + ALTERNATE A:					\$556,175.32		\$495,779.82	

ALTERNATE BID B

Subtract Item								
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
Add Item(s)								
28	2017011	PLEXIPAVE Surface Coating	1	LSUM	\$24,120.00	\$24,120.00	\$22,110.00	\$22,110.00
TOTAL AMOUNT - BASE BID + ALTERNATE B:					\$653,840.02		\$734,167.67	
TOTAL AMOUNT - BASE BID + ALTERNATE A +ALTERNATE B:					\$550,495.32		\$489,509.82	

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 2 of 2

VENDOR NAME:		Simone Construction Services	Best Asphalt, Inc.
CITY:		Shelby Twp., MI	Romulus, MI
Completion Date Agreement Signed:	Y or N	Y	Y
Vendor Questionnaire Completed:	Y or N	Y	Y
Site Inspection:	Y or N	Y - 03/26/2025	Y - 03/18/2025
Contact Information Provided:	Y or N	Y	Y
Proposed Progress Payments Provided:	Y or N	April 5%, May 20%, June 30%, July 30%, August 10%	30 Days
References:	Y or N	Y	Y
Completion Date can be met:	Y or N	N - 08/30/2025	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	30 Days
Warranty:		1-Year	1-Year
Completion:		8/30/2025	Per Specs
Exceptions:		Proposed schedule modification because of PT cable lead time, 28 day curing time prior to court surfacing	None
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	N	Y
Forms:	Y or N	N	Y

No Bid - Laser Sport Surfacing

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Andrew Chambliss

Jackie Ahlstrom

Bryan Pompa

Emily Frontera

Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-07

CITY COUNCIL AGENDA ITEM

Date: April 2, 2025



To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Oakland County Extended Purchasing Cooperative - TFAC Pool Drain Pipe Lining and Budget Amendment (Introduced by Brian Goul, Recreation Director)

History

- The Troy Family Aquatic Center opened in 1992 and is 32 years old.
- Staff noticed that the water budget line was extremely high this year.
- DPW investigated the daily usage and found that there is a loss of water occurring at an extreme rate.
- Limbach was contracted to camera the drain lines and determined there is a leak.
- Limbach is proposing to repair the line by placing an outer liner on the pipe to stop the leak.
- This project is necessary to ensure the pool is fully functional this season.
- A budget amendment will be required as this project was not budgeted.

Purchasing

- Pricing for the Troy Family Aquatic Center pool drain pipe lining has been secured from *Limbach, Inc. of Pontiac, MI* as detailed in the attached proposal #CR033125A through the Oakland County Extended Purchasing Contract #009746.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5)

Financial

Funds were not budgeted for this project in the Capital Fund and will require a budget amendment of \$23,028 to the Troy Family Aquatic Center General Equipment Capital Account 587.789.978.010 under Project Number 2025C0111 for the 2025 Fiscal Year.

Recommendation

City Management recommends a contract be awarded to *Limbach, Inc. of Pontiac, MI* for the pool drain pipe lining at the Troy Family Aquatic Center for a total amount of \$23,028.00 as per the Oakland County Extended Purchasing Contract #009746, not to exceed budgetary limitations.

It is also recommended that City Council approve a budget amendment to the Troy Family Aquatic Center General Equipment Capital Fund and Project Number 2025C0111 in the amount of \$23,028.

City of Troy - TFAC
3425 Civic Center Drive,
Troy, MI 48084

3/31/2025

Proposal: TFAC Pool Drain Pipe Lining

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on Limbach's to provide all necessary tools, equipment, materials, and labor to perform the following:

- Mobilize the City of Troy Swimming pool with manpower and a trenchless spot pipe repair trailer.
- Televis the pipeline via a lateral C.C.T.V. inspection camera to gain measurements for the cured-in-place sports liner repair installation.
- Utilize a robotic arm with a grab claw to remove a rectangular tile piece from the PVC drainpipe.
- Install (4) 8" x 24" cured-in-place sport liner to interior 8" PVC pool drain pipe. No bypass pumping is required for this work.
- Re-televis newly repaired pipe for city records.
- Limbach onsite project management.

Also Included

- All hoisting and rigging
- Deliveries

Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This proposal is valid for seven (7) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.**
6. **Credit card transactions are subject to an additional 2.75% fee**
7. **Any and all lead times are estimates and are subject to change.**
8. **Our proposal assumes the City of Troy will open the pipe in the surge tank for drainpipe access.**

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



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CONTROLS

Exclusions: *(Other than stated in the above scope of work)*

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs are needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit Fees.
5. Limbach trade labor.
6. Opening pipe access in surge tank.
7. Confined space kits.

Total investment for the included scope of work - \$23,028.00

Respectfully submitted,

Colin Rosni

Special Projects Manager

(586)-770-1124

Colin.Rosni@Limbachinc.com

Approved by:

Signature

Date

Print Name

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

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PONTIAC, MI 48342

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CONTROLS

PROJECT AGREEMENT TERMS AND CONDITIONS**pg. 1 of 2**

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor 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 Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

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MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

PROJECT AGREEMENT TERMS AND CONDITIONS**pg. 2 of 2**

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer; anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



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PLUMBING



CONTROLS

ENGINEERING

CONSTRUCTION

SERVICE

Lead Pastor Bear Yarbrough from Bridge Community Church 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 Monday, March 17, 2025, 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
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

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 – None

a) **Mayoral Appointments: None**

b) **City Council Appointments: None**

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

a) **Mayoral Nominations: None**

b) **City Council Nominations: None**

I-3 Request for Closed Session

Resolution #2025-03-032

Moved by Baker

Seconded by Chamberlain-Creanga

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

Yes: All-7

No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2025-03-033-J-1a

Moved by Hamilton

Seconded by Hodorek

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 #2025-03-033-J-2

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

- a) City Council Special Meeting Minutes-Draft – March 10, 2025
- b) City Council Minutes-Draft – March 10, 2025

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract No. 25-01 – Section 9 Pavement Rehabilitation**

Resolution #2025-03-033-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 25-01, Section 9 Pavement Rehabilitation, to *AJAX Paving Industries, Inc., 1957 Crooks Road, Suite A, Troy, MI 48084*, for their low bid of \$1,651,648.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 20% of the total project cost.

- b) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications - Portable Stages**

Resolution #2025-03-033-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of two (2) portable stages to the sole bidder meeting specifications, *StageRight Corporation of Clare, MI*, for an estimated cost of \$56,750 at unit prices contained in the bid tabulation opened March 6, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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

- c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Picnic Tables**

Resolution #2025-03-033-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of steel picnic tables to the low bidder meeting specifications, *Essential Products of America of Louisville, KY*, for an estimated cost of \$74,397.26 at unit prices contained in the bid tabulation, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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

d) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchase - Sanctuary Lake Pro Shop and Restaurant Carpet Replacement

Resolution #2025-03-033-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Flooring Services Inc. of Livonia, MI*, for the purchase and installation of Tarkett carpet at Sanctuary Lake Golf Course Pro Shop and Restaurant, for an estimated total cost of \$20,387.61, as detailed in the attached proposal and as per the Sourcewell Cooperative Contract #061323-TFU, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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

e) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Public Works Restroom Upgrades

Resolution #2025-03-033-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of plumbing fixtures and supplies for the Public Works Restroom Upgrades to *Progressive Plumbing of Warren, MI*, for an estimated cost of \$22,044 per the Oakland County Extended Purchasing Contract #00010655; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted Capital funds for additional purchases for renovation and construction materials and installation; not to exceed budgetary limitations.

J-5 Subrecipient Agreement Between Oakland County and City of Troy for 2025 High Intensity Drug Trafficking Area (HIDTA) Grant

Resolution #2025-03-033-J-5

WHEREAS, The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional drug enforcement task force charged with the responsibility of investigating drug trafficking within Oakland County and Southeastern Michigan. The purpose of the task force is to detect and apprehend persons who violate narcotic and drug laws; and,

WHEREAS, Troy Police Department provides a full-time investigator for participation in NET; and,

WHEREAS, NET has entered into a Grant agreement with the Michigan High Intensity Drug Trafficking Area of the United States Office of National Drug Control Policy whereby NET investigators are eligible to receive reimbursement for qualifying NET-related costs, including overtime costs; and,

WHEREAS, A Subrecipient Agreement between Oakland County and City of Troy is required for purposes of receiving reimbursement for qualifying costs associated with the Troy PD investigator assigned to NET;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached 2025 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the 2025 HIDTA Grant Subrecipient Agreement between Oakland County and City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Request for Recognition as a Nonprofit Organization From Ukrainian Children's Aid & Relief Effort (UCARE)

Resolution #2025-03-033-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the request from Ukrainian Children's Aid and Relief Effort (UCARE), asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J-7 Authorization for Compensation, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #75, Sidwell #88-20-14-101-048, Barnes Real Estate Holding Co., LLC

Resolution #2025-03-033-J-7

RESOLVED, That Troy City Council **AUTHORIZES** compensation for the regrading and temporary construction permit in the amount of \$14,412.00 and closing costs not to exceed \$1,000 for the property identified by Sidwell #88-20-14-101-048.

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:

Robert Dillaber	Commented that Troy Villa has a dangerous issue with malfunctioning fire hydrants and the recent fire in the mobile home park where firefighters were not able to get water within the park
Joey Colby	Commented on DEI and the federal government

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

Public Works Director Bovensiepe responded that Public Works is working with the owner of the mobile home park because they have a private water main and hydrant system, and the State of Michigan regulates how much the City is allowed to be involved with land and utilities located within mobile home parks. He said the water main within the park is not sufficient to draw water from for fire hoses, and the City is not allowed to inspect privately owned fire hydrants. He said that the City purposefully installed City-owned hydrants right outside the park in order to provide water for fire suppression. There was a consensus of Council to ask City Administration to investigate and contact the State to see what can be done to resolve the water issue and hydrant issues.

Mayor Baker thanked Mr. Colby for his comments.

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) Parks and Recreation Advisory Board-Final – September 19, 2024
 - b) Planning Commission-Final – February 25, 2025
- Noted and Filed

O-2 Department Reports: None Submitted

O-3 Letters of Appreciation:

- a) To Keegan Sulecki and YJ Shimamura from a Thankful Troy School District Teacher
 - b) To David Koss and Code Enforcement from Greg Deel
- Noted and Filed

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted**P. COUNCIL COMMENTS:**

P-1 Council Comments

Council Member Brooks commented that there is a measles outbreak, including a case in the Rochester area. She said that it is highly contagious via airborne droplets, so the vaccine is highly recommended. She said that if someone suspects they might have measles, to please not show up at the hospital but call ahead to prevent the spread of the disease to other patients.

Council Member Chamberlain-Creanga commented that there is a lot of tumultuous activity around us, but our community has a history of solving issues by coming together. She hopes we can come together for our City, and to resolve our problems.

Council Member Hodorek commented that there is a Budget Study Session on April 14, 2025 at 6:00 PM. She encouraged everyone to watch the meeting at home or in person. She said that the State of the City will be held at the beginning of May, and it is a great opportunity for residents to engage with the City.

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 8:03 PM.
The Meeting **RECONVENED** at 8:13 PM.

R. CLOSED SESSION

R-1 Closed Session**S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 8:29 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 2, 2025Special Meeting – City Manager and City Attorney Evaluations
April 14, 2025 Special Meeting – Budget
April 16, 2025 Special Meeting – Budget (as needed)

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

April 7, 2025Regular Meeting
April 21, 2025Regular Meeting
May 5, 2025Regular Meeting
May 19, 2025Regular Meeting
June 9, 2025Regular Meeting
June 30, 2025Regular Meeting
July 14, 2025Regular Meeting
July 28, 2025Regular Meeting
August 11, 2025Regular Meeting
August 25, 2025Regular Meeting
September 8, 2025Regular Meeting
September 29, 2025Regular Meeting
October 6, 2025Regular Meeting
October 20, 2025Regular Meeting
November 10, 2025Regular Meeting
November 17, 2025Regular Meeting
December 1, 2025Regular Meeting
December 15, 2025Regular Meeting

**PROCLAMATION IN RECOGNITION OF
ATHENS HIGH SCHOOL 2024-2025 STUDENT COUNCIL**

WHEREAS, The **Athens High School Student Council** is a very active and dedicated group of 53 students and two advisors, committed to giving back to their community as well as the region; and

WHEREAS, Each year the **Athens High Student Council** puts in countless hours, as well as blood, sweat and tears to help raise money for a charity of their choice during Charity Week. Charity Week is all about generosity, activism, collaboration, and service leadership. Students have fun and make meaningful memories while giving of themselves for the benefit of others; and

WHEREAS, The **Athens High Student Council** selected **Next Steps 4 Seniors Foundation**, in the hopes of raising awareness about an underserved population. The Foundation was founded in 2017 with the intention of providing financial assistance for low-income seniors in need of proper housing, food, health care, and supportive services; and

WHEREAS, This year the **Athens High Student Council** gave back in a way that many teens and even most adults could not do by organizing a full week of activities, including carnival night, "Community Quest" scavenger hunt, ice skating, "Jail-n-Bail," belly flop contest, hypnosis show, pancake breakfast, coin stalls in the classrooms, film festival, parent cook-off, restaurant nights, volleyball tournament, Mr. Athens Pageant, pep assembly, dance, euchre tournament for parents, and an "Espresso Yourself" talent show; and

WHEREAS, **Athens High Student Council** raised **\$100,501.93** for the Next Steps 4 Seniors Foundation. In 2024 they raised **\$166,439.53** for Love for a Child; In 2023 they raised **\$115,184.24** for Carol's Angels and Warriors; and in 2022 they raised **\$117,706.46** for Alex's Saints Foundation; and

WHEREAS, The **Athens Student Council** generates excitement throughout the School's 1,600 students as well as within the community. Student Council meetings take place prior to school starting, and after a full day of classes members stay after school to count the money raised from the day's activities, set up for the night events, run those events, and then go home to complete their homework. There is not a lot of sleep for Student Council members during Charity Week;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council extends special recognition to the **Athens High School Student Council**, for their selfless and tireless service and dedication to so many worthwhile organizations over the years; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate the **Athens High Student Council** for being a shining example of how to give back to the community, as well as the region, and wish all of the **Athens High School Students** continued success in all future endeavors.

Presented this 21st day of April 2025.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04a

CITY COUNCIL AGENDA ITEM

Date: April 7, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 25-03 – 2025 Water Main Improvements

History

This contract consists of three (3) separate water main projects.

The existing 4-inch diameter ductile iron and 6-inch diameter cast iron water main located around the Boulton Park parking lot in Section 20 is undersized and has exceeded its service life. This project will replace and upsize this water main to meet current size and fire flow standards while eliminating costly water main breaks which are common with older water mains. Work will include abandoning the 4-inch and 6-inch diameter water mains through the park and installing a new 8-inch diameter ductile iron water main.

The existing 12-inch diameter ductile iron water main located along the west side of Northfield Parkway north of Wintergreen Drive in Section 17 is a dead-end water main. This project intends to close the water main gap along Northfield Parkway, which will improve fire flows and provide redundancy in the water main system. This project consists of removing the existing 12-inch diameter ductile iron dead end water main and installing a new 12-inch diameter ductile iron water main to eliminate the gap. This new water main will extend from the intersection of Northfield Parkway and Wintergreen Drive to just south of the intersection of Northfield Parkway and Perrin Drive.

The existing 8-inch diameter cast-iron water main located throughout Long Lake Plaza located at the northeast corner of the Rochester and Long Lake Roads intersection in Section 11 is over 45 years old and has exceeded its service life. This project will replace this water main in order to eliminate costly water main breaks which are common in older water mains. Work will include abandoning the existing 8-inch diameter water main through Long Lake Plaza and installing a new 8-inch diameter ductile iron water main.

This work is anticipated to start in May 2025 and be completed by December 2025.



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CITY COUNCIL AGENDA ITEM

Purchasing

Bids were received and publicly read on March 26, 2025. The low base bid of \$1,593,410.10 was submitted by Inner City Contracting LLC, 18715 Grand River Ave, Detroit, MI 48223 as shown on the attached bid tab. Work was competitively bid and publicly opened with five (5) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is budgeted and available in the 2025 Water Fund; Project #2025C0062, 2025C0063, & 2025C0066. Expenditures will be charged to Account # 591.537.555.972.235025, 591.537.555.972.235035 & 591.537.555.972.235065. The budgeted amount includes funds for construction, inspection, testing and contingencies.

Recommendation

It is recommended that City Council award the 2025 Water Main Improvements contract to Inner City Contracting LLC, 18715 Grand River Ave, Detroit, MI 48223, for their low bid of \$1,593,410.10.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 20% of the original project cost due to unknown conflicts with existing underground utilities and underground conditions that may arise during construction.

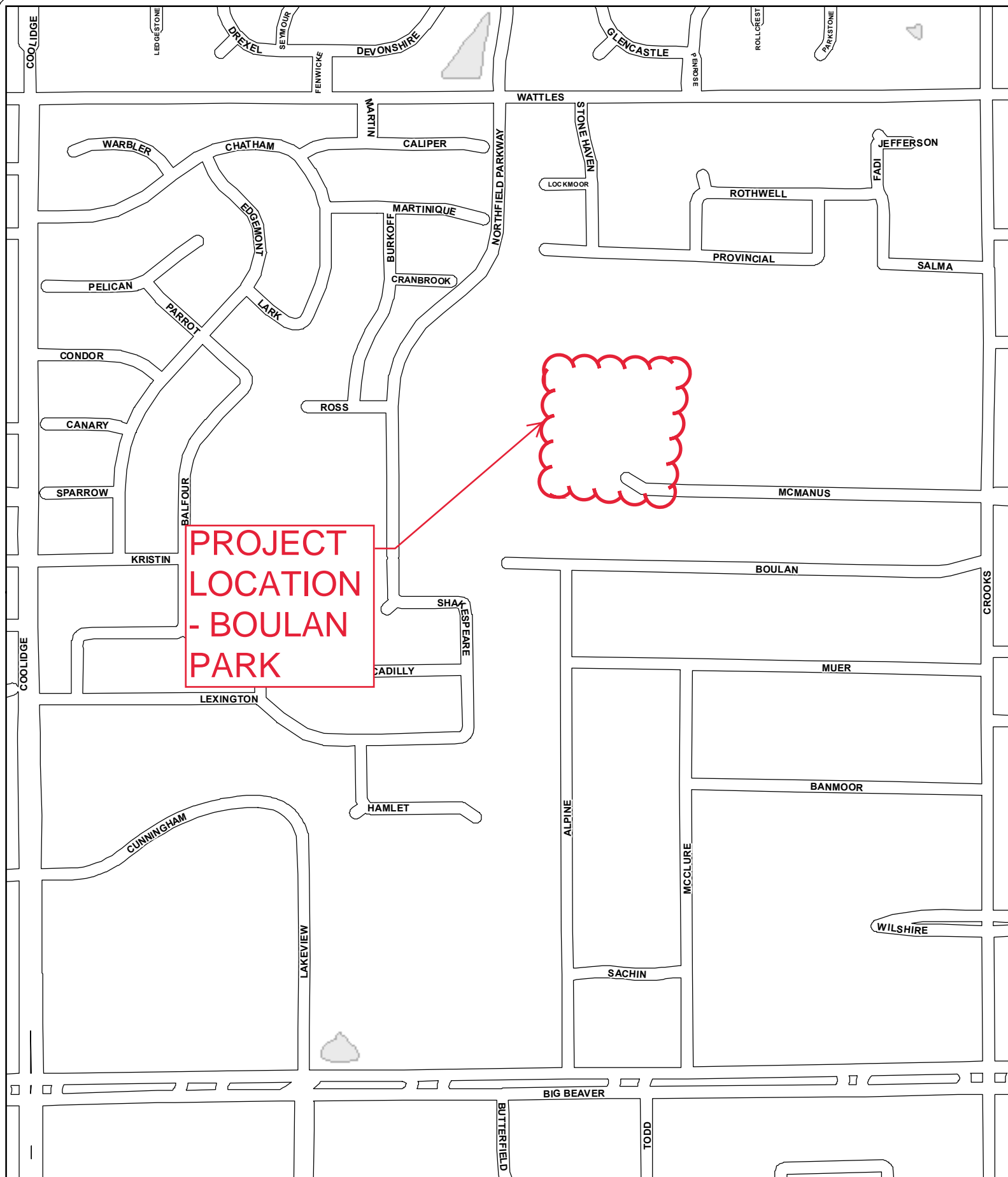
A copy of the bid tab and recommendation shall be attached to the original Minutes of this meeting.

BID TABULATION
CONTRACT 25-03
2025 WATER MAIN IMPROVEMENTS
City of Troy
Oakland County, Michigan

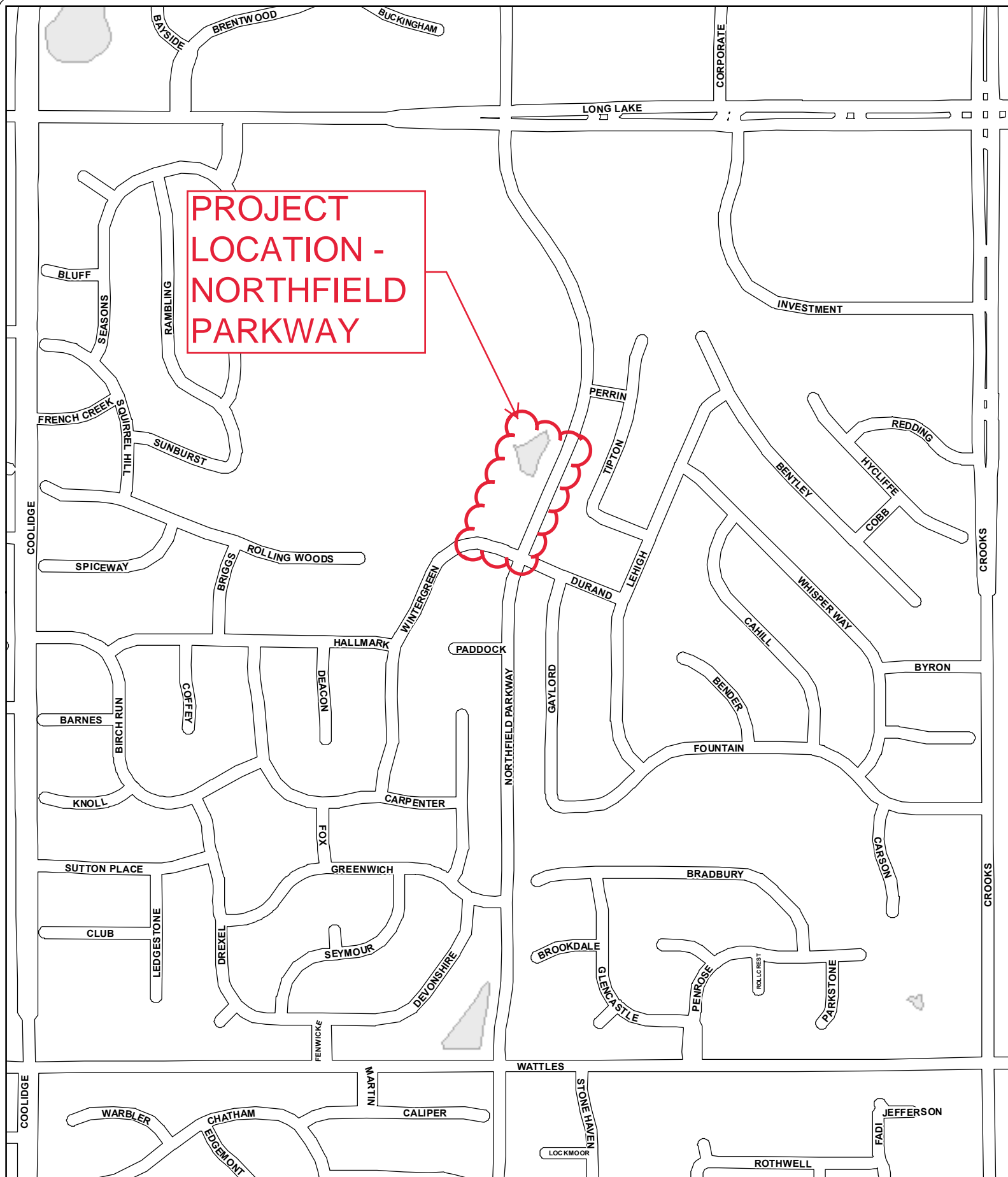
Bids Due: March 26, 2025
Project Nos. 24.503.5,
24.504.5 & 24.505.3

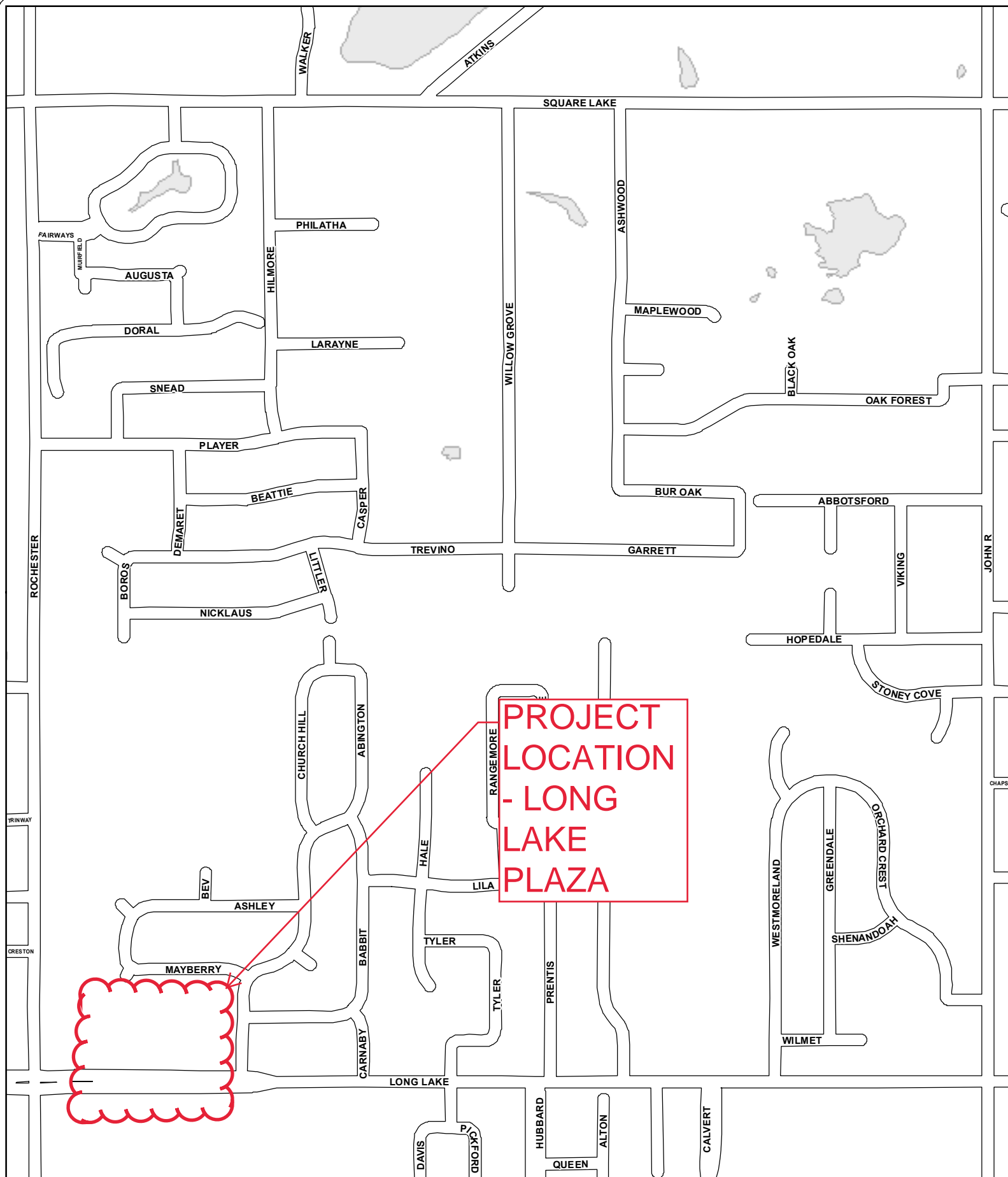
Total Base Bid Amount

1	Inner City Contracting LLC	\$	1,593,410.10
2	Bricco Excavating Co, LLC	\$	1,681,619.22
3	DiPonio Contracting LLC	\$	1,682,639.80
4	Superior Excavating, Inc.	\$	2,125,237.50
5	FDM Contracting	\$	2,204,106.00



PROJECT
LOCATION -
NORTHFIELD
PARKWAY







500 West Big Beaver
Troy, MI 48084
troymi.gov



J-04b

CITY COUNCIL AGENDA ITEM

Date: April 7, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 25-04 – Livernois Road Water Service Transfers

History

This project consists of abandoning an existing 8" diameter water main along the east side of Livernois Road and transferring all water services to the adjacent 16" diameter water main in order to eliminate a water main that has a history of water main breaks. In addition, partial pavement reconstruction will also be required. The work is anticipated to start in May 2025 and be completed by December 2025.

Purchasing

Bids were received and publicly read on March 26, 2025. The low bid of \$367,300.00 was submitted by Superior Excavating, Inc., 2420 Auburn Road, Auburn Hills, MI 48326 as shown on the attached bid tabulation.

Work was competitively bid and publicly opened with one (1) bidder responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is available in the 2025 Water Fund. (Project #2025C0065, Account # 591.537.555.972.235055).

Recommendation

It is recommended that City Council award the Livernois Water Service Transfers contract to Superior Excavating, Inc., 2420 Auburn Road, Auburn Hills, MI 48326, for their low bid of \$367,300.00.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed the total budgeted amount of \$650,000.00 due to unknown quantities of water main or pavement repair work that may be needed.

A copy of the bid tabulation shall be attached to the original Minutes of this meeting.

G:\Contracts\Contracts - 2025\25-04 - Livernois Road Water Service Transfers\Correspondence\City Council\Bid Award.docx

BID TABULATION
LIVERNOIS ROAD WATER SERVICE TRANSFERS
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

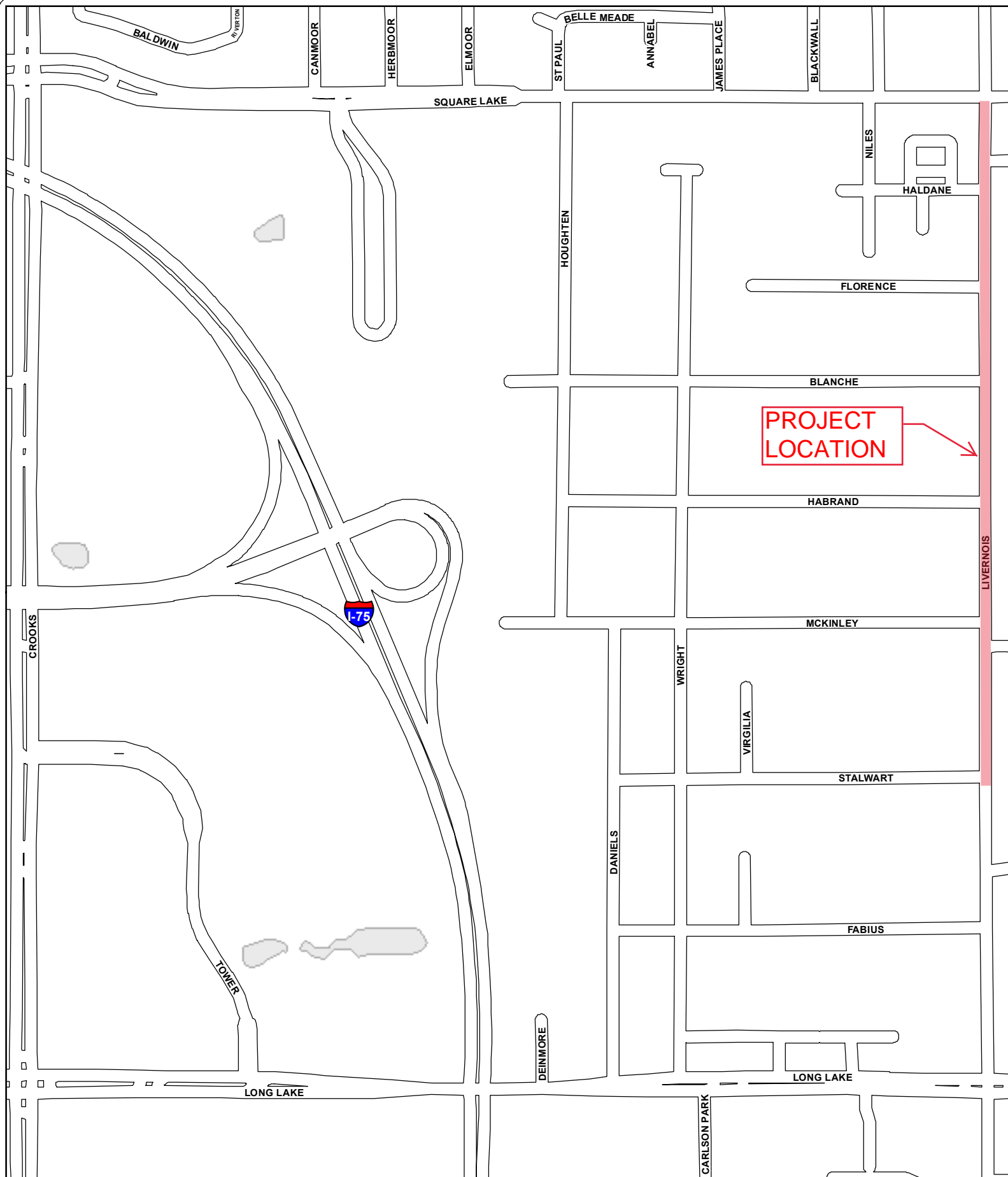
Bids Due: March 26, 2025

Contract 25-04

Total Bid

1 Superior Excavating, Inc

\$ 367,300.00





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04c

CITY COUNCIL AGENDA ITEM



Date: March 20, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets & Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications -
Hauling and Disposal of Dirt and Debris

History

- The work includes the hauling and disposal of broken concrete and asphalt, fill dirt excavated from water and sewer repairs, and catch basin sludge and street sweepings.
- In many cases, the excavated material in these instances must be disposed of in a particular manner.
- Dirt and debris hauling and disposal services will be contracted on an as-needed basis throughout the year to meet the urgent demands of the Department of Public Works.
- The current contract expires April 30, 2025.

Purchasing

On March 13, 2025, a bid opening was conducted as required by City Charter/Code for seasonal requirements of Hauling and Disposal of Dirt and Debris. The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com//city-of-troy-mi. Five hundred twenty (50) vendors were notified via the MITN site; two (2) bid proposal were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	520
Troy Companies notified via MITN	6
Troy Companies - Active email Notification	6
Troy Companies - Active Free	0
Companies that viewed the bid	31
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.

Financial

Funds are budgeted and available through the Public Works operating budgets for the Streets, Drains and Water and Sewer Divisions for the 2025 and 2026 fiscal years.



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

Recommendation

City Management recommends awarding a one (1) year contract to provide Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the low bidder meeting specifications, *Mierzwa Construction LLC, of Pontiac, MI* for Items 1 – 4 for an estimated total cost of \$179,775.00, at unit prices contained in the bid tabulation opened on March 13, 2025; contract expiring on April 30, 2027.

Opening Date - 03/13/2025
Date Reviewed - 03/13/2025

CITY OF TROY
BID TABULATION
HAULING AND DISPOSAL

ITB-COT 25-09
Page 1 of 1

VENDOR NAME:	Mierzwa Construction, LLC	Roseville Crushed
CITY:	Pontiac, MI	Roseville, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE
1	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$8.24	\$24,720.00	\$8.25	\$24,750.00
2	5,000	Broken asphalt possibly mixed with fill dirt.	\$8.24	\$41,200.00	\$10.00	\$50,000.00
3	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain un-segregable impurities such as cement, dirt and metal.	\$10.49	\$73,430.00	\$18.00	\$126,000.00
4	1,500	Catch basin sludge and street sweepings.	\$26.95	\$40,425.00	No Bid	
ESTIMATED TOTAL:			\$179,775.00		\$200,750.00	

Can Meet Disposal Schedule:	Y/ N	Y	Y
Hrs of Operations:		9am - 5pm	7am - 5pm
Tax ID:		86-2581450	92-0762094
Site Visit Date:		N	N
Material Safety Data Sheet Provided:	Y/ N	N	Y
Disposal Site:		Pine Tree Acres Landfill 600 W. Silverbell Rd., Orion, MI 48359	29765 Groesbeck Hwy. Roseville, MI 48066
Approved Site:	Y/ N	Y	Y
EPA Permit #:	Y/ N	4130	143-11
References:	Y/ N	Y	Y
Insurance Met:	Y/ N	Y	Y
Payment Terms:	Y/ N	Net 30	Net 30
Warranty:	Y/ N	Not Specified	N/A
Delivery Time:	Y/ N	48 Hrs.	Less than 1 Week
Exceptions:	Y/ N	None	None
All or None Award:	Y/ N	N	N
Acknowledgement:	Y/ N	Y	Y
Equipment List Provided:	Y/ N	Y	Y
Forms:	Y/ N	Y	Y

(*Bid Opening conducted via a Zoom Meeting)

ATTEST:

Dennis Trantham

Mike Verstraete

Teresa Shepard

Andrew Chambliss

Nellie Bert

Bryan Pompa

Emily Frontera

Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04d

CITY COUNCIL AGENDA ITEM



Date: March 20, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Mike Verstraete, Streets & Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Aggregates

History

- Aggregate material is used by the Department of Public Works to maintain City infrastructure including 404 miles of Sewer Mains, 550 miles of Storm Drains, 551 miles of Water Mains, 365 miles of Roads, and Park maintenance.
- These systems require specific materials to meet different compaction ratings.
- The type of project or maintenance will dictate what type of aggregate is required.
- Aggregates are purchased on an as-needed basis throughout the year to meet these demands and to replenish an inventory located at the Public Works yard.
- The current contract expires April 30, 2025.

Purchasing

On March 13, 2025, a bid opening was conducted as required by City Charter/Code for one (1) year requirements of aggregates with an option to renew for one (1) additional year. The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com//city-of-troy-mi. Three hundred and fifty-nine (359) vendors were notified via the MITN site; five (5) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	359
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
Companies that viewed the bid	23
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.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

After review of the bid proposals, it is being recommended to award contracts to the following low bidders meeting specifications by line item at the unit prices as detailed below:

Item	Est Qty/Ton	Price/Ton	Est Total Cost
Proposal A:			
Bedrock Express LTD			
2. 22A Gravel	700	\$18.40	\$12,880.00
3. Pea Gravel	300	\$22.74	\$ 6,822.00
4. 60/40 Gravel	100	\$21.95	\$ 2,195.00
5. Fill Sand	2,500	\$ 9.24	\$23,100.00
6. Crushed Concrete 1"-3"	100	\$17.75	\$ 1,775.00
7. 21AA Limestone	1,000	\$21.45	\$21,450.00
8. 2NS Sand	200	\$17.75	\$ 3,550.00
			\$71,772.00
Roseville Crushed			
9. Mason Sand	100	\$16.95	\$ 1,695.00
			\$ 1,695.00
Proposal B:			
Osburn Industries, Inc.			
1. 30A Ball Diamond Slag	100	\$43.00	\$ 4,300.00
2. Athletic Meal	100	\$42.00	\$ 4,200.00
3. Infield Mix	100	\$42.00	\$ 4,200.00
			\$12,700.00
Estimated Total Cost:			\$86,167.00

Financial

Funds are budgeted and available through the Public Works operating budgets for the Streets, Parks, and Water Divisions for the 2025 and 2026 Fiscal Years.

Recommendation

City Management recommends awarding a one (1) year contract to provide Aggregates with an option to renew for one (1) additional year to the following low total bidders meeting specifications:

<u>Company</u>	<u>Items</u>	<u>Estimated Total Cost</u>
Bedrock Express LTD	Proposal A - 2, 3, 4, 5, 6, 7, 8	\$71,772.00
Roseville Crushed	Proposal A - 9	\$1,695.00
Osburn Industries, Inc.	Proposal B - 1, 2, 3	\$12,700.00
Estimated Total Cost		\$86,167.00

Proposal A item 1 6a Slag, and Proposal B item 4 CTS-20 Clay Tracker Surfacer and item 5 Crusher Dust, received no bids and will be purchased on an as-needed basis utilizing the informal bid process. Aggregate items will be awarded per the unit prices listed in the bid tabulation opened on March 13, 2025 and to be ordered on an as-needed basis; contracts expiring on April 30, 2027.

Opening Date - 03/13/2025
Reviewed Date - 03/13/2025

CITY OF TROY
BID TABULATION
AGGREGATES

ITB-COT 25-10
Page 1 of 2

VENDOR NAME:			Bedrock Express LTD		Roseville Crushed		Mierzwa Construction	
CITY:			Ortonville, MI		Roseville, MI		Pontiac, MI	
PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.								
Proposal A: GENERAL DPW AGGREGATES								
Item	Est. Qty. (Tons)	Description	Price/ Ton	Extension Price	Price/ Ton	Extension Price	Price/ Ton	Extension Price
1.	350	6A SLAG	No Bid		No Bid		No Bid	
2.	700	22A GRAVEL	\$18.40	\$12,880.00	\$20.65	\$14,455.00	\$22.90	\$16,030.00
3.	300	PEA GRAVEL	\$22.74	\$6,822.00	\$29.80	\$8,940.00	\$34.50	\$10,350.00
4.	100	60/40 GRAVEL	\$21.95	\$2,195.00	\$28.45	\$2,845.00	\$22.00	\$2,200.00
5.	2,500	CLASS II FILL SAND	\$9.24	\$23,100.00	\$15.90	\$39,750.00	\$15.00	\$37,500.00
6.	100	CRUSHED CONCRETE, 1" - 3"	\$17.75	\$1,775.00	\$23.10	\$2,310.00	\$21.99	\$2,199.00
7.	1,000	21AA LIMESTONE	\$21.45	\$21,450.00	\$29.65	\$29,650.00	\$22.49	\$22,490.00
8.	200	2NS SAND	\$17.75	\$3,550.00	\$17.95	\$3,590.00	\$26.50	\$5,300.00
9.	100	MASON SAND	\$17.75	\$1,775.00	\$16.95	\$1,695.00	\$31.90	\$3,190.00
ESTIMATED TOTAL PROPOSAL A:			\$73,547.00		\$103,235.00		\$99,259.00	
Proposal B: ATHLETIC FIELD MATERIALS								
Item	Est. Qty. (Tons)	Description	Price/ Ton	Extension Price	Price/ Ton	Extension Price	Price/ Ton	Extension Price
1.	100	30A BALL DIAMOND SLAG	No Bid		No Bid		No Bid	
2.	100	ATHLETIC MEAL						
3.	100	INFIELD MIX						
4.	100	CLAY TRACKER SURFACER CTS-20						
5.	100	CRUSHER DUST						
ESTIMATED TOTAL PROPOSAL B:								
ESTIMATED GRAND TOTAL:			\$73,547.00		\$103,235.00		\$99,259.00	
Minimum Order Requirements:			50 Tons		N/A		50 Tons	
# of Hours Within Request:			48 Hours		120 Hours		48 Hours	
Contact Information:								
Hrs. of Operation			M-S 8-5		7am - 5pm		9 - 5pm	
Safety Data Sheet Provided:	Y or N		N		Y		N	
References:	Y or N		Y		Y		Y	
Insurance Met:	Y or N		Y		Y		Y	
Payment Terms:			Not Specified		Net 30		Net 30	
Warranty:			Not Specified		N/A		Not Specified	
Delivery Time:			48 hrs weather permitting		Less than 1 Week		48 Hours	
Exceptions:			None		None		None	
Acknowledgement:	Y or N		Y		Y		Y	
All or None Award:	Y or N		N		N		N	
Forms:	Y or N		Y		Y		Y	

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham

Mike Verstraete

Teresa Shepard

Andrew Chambliss

Nellie Bert

Bryan Pompa

Emily Frontera

Purchasing Manager

CITY OF TROY
BID TABULATION
AGGREGATES

ITB-COT 25-10
Page 2 of 2

VENDOR NAME:	Osburn Industries, Inc.	Detroit Bulk Storage, Inc.
CITY:	Taylor, MI	Marine City, MI

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year

Proposal A: GENERAL DPW AGGREGATES

Item	Est. Qty. (Tons)	Description	Price/ Ton	Extension Price	Price/ Ton	Extension Price
1.	350	6A SLAG	No Bid		No Bid	
2.	700	22A GRAVEL	\$24.25	\$16,975.00		
3.	300	PEA GRAVEL	\$31.50	\$9,450.00		
4.	100	60/40 GRAVEL	\$35.00	\$3,500.00		
5.	2,500	CLASS II FILL SAND	\$13.75	\$34,375.00	\$13.99	\$34,975.00
6.	100	CRUSHED CONCRETE, 1" - 3"	\$24.00	\$2,400.00	No Bid	
7.	1,000	21AA LIMESTONE	\$25.00	\$25,000.00	\$25.19	\$25,190.00
8.	200	2NS SAND	\$23.00	\$4,600.00	\$20.49	\$4,098.00
9.	100	MASON SAND	\$24.25	\$2,425.00	No Bid	
ESTIMATED TOTAL PROPOSAL A:			\$98,725.00		\$64,263.00	

Proposal B: ATHLETIC FIELD MATERIALS

Item	Est. Qty. (Tons)	Description	Price/ Ton	Extension Price	Price/ Ton	Extension Price
1.	100	30A BALL DIAMOND SLAG	\$43.00	\$4,300.00	No Bid	
2.	100	ATHLETIC MEAL	\$42.00	\$4,200.00		
3.	100	INFIELD MIX	\$42.00	\$4,200.00		
4.	100	CLAY TRACKER SURFACER CTS-20	No Bid			
5.	100	CRUSHER DUST				
ESTIMATED TOTAL PROPOSAL B:			\$12,700.00			
ESTIMATED GRAND TOTAL:			\$111,425.00		\$64,263.00	

Minimum Order Requirements:		50 Tons	50 Tons
# of Hours Within Request:		48 Hours	48 Hours
Contact Information:			
Hrs. of Operation		8-5	6-4pm
Safety Data Sheet Provided:	Y or N	N	N
References:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		Net 30	Net 30 Days
Warranty:		N/A	Not Specified
Delivery Time:		48 Hours	48 Hours
Exceptions:		None	None
Acknowledgement:	Y or N	Y	Y
All or None Award:	Y or N	N	N
Forms:	Y or N	Y (No Notary Stamp)	Y



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-05

CITY COUNCIL AGENDA ITEM

Date: April 3, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer

Subject: Act 51 Mileage Certification for 2024 - Deletion

History

In accordance with the guidelines for adding or deleting streets to the annual road mileage certification for cities and villages, the following portion of a non-platted street requires a resolution from Council to be deleted from the City's local street system.

Deletion:

Street Name	Deleted Length	Plat
Virginia Avenue	77.34 ft.	Supervisor's Plat of Maple Acres

The deletion of a portion of this local street will bring the local road mileage total to 270.95 miles, the major total will remain at 57.34 miles.

Financial

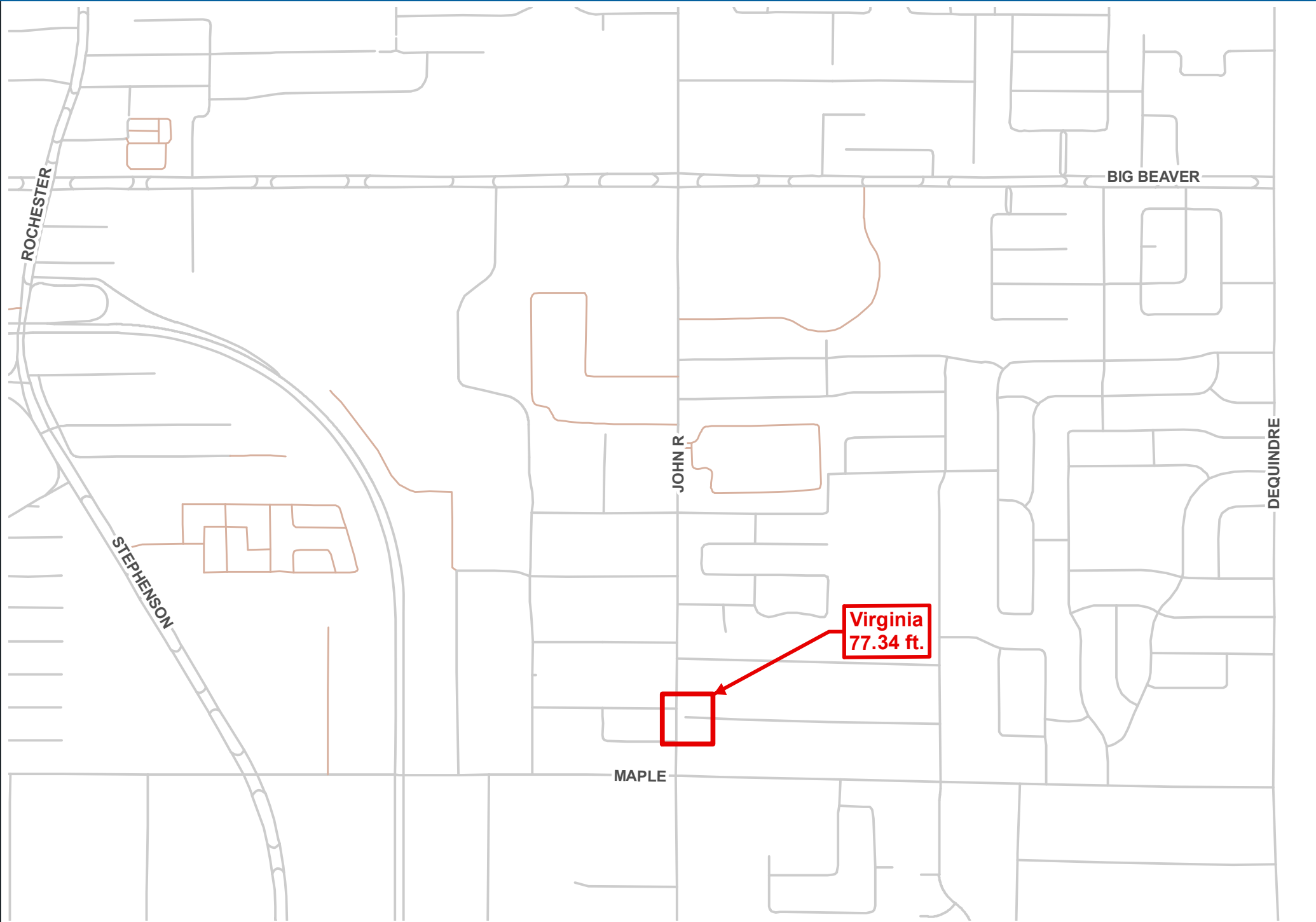
The City of Troy's allocation of Michigan Transportation Funds is based on the number of miles of road under City jurisdiction. The portion of the road listed under deletion has been removed. It is necessary that the foregoing portion of the road be deleted from the Act 51 mileage report so that transportation funds can be properly allocated to the City of Troy.

Recommendation

It is recommended that the road listed above, under deletion, be removed and decertified for the Act 51 mileage report.



City of Troy, Michigan





500 West Big Beaver
Troy, MI 48084
troymi.gov



J-06

CITY COUNCIL AGENDA ITEM

Date: March 17, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Authorization of Compensation, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #95, Sidwell #88-20-15-252-045, Sarmad Najib Savaya and Christina Savaya

History

In connection with the proposed improvements to Rochester Road from Barclay to Trinway, Sarmad Najib Savaya and Christina Savaya signed a Permanent Easement for Public Utilities and Public Service Facilities as owners of the property identified by Sidwell #88-20-15-252-045.

The parcel is an improved residential property zoned R-1C, One Family Residential located on the south corner of Eckford and Rochester roads.

City Council previously authorized compensation and if necessary condemnation proceedings (Resolution #2025-01-009-J-10r). Staff has continued to work with the property owners and addressed concerns and relevant conditions presented by the owners that were not addressed in the original appraisal report and impact compensation due to the owners.

Financial

Staff have researched and corroborated the information presented by the owners and concur that certain additional landscape and physical features on the property should be compensated. Staff believe that it is reasonable, prudent and in the public interest to accept a negotiated compensation of \$25,000 for the permanent easement.

Eighty percent of all acquisition costs will be reimbursed from Federal funds. The City of Troy share is available in the 2024 Capital Projects Fund, Project Code 2022CG0002, Account #401.449.202.989.022065-Public Works Construction Rochester from Barclay to Trinway.

Recommendation

Staff recommends that City Council authorize compensation for the regrading and temporary construction permit in the amount of \$25,000 and closing costs not to exceed \$8,000.

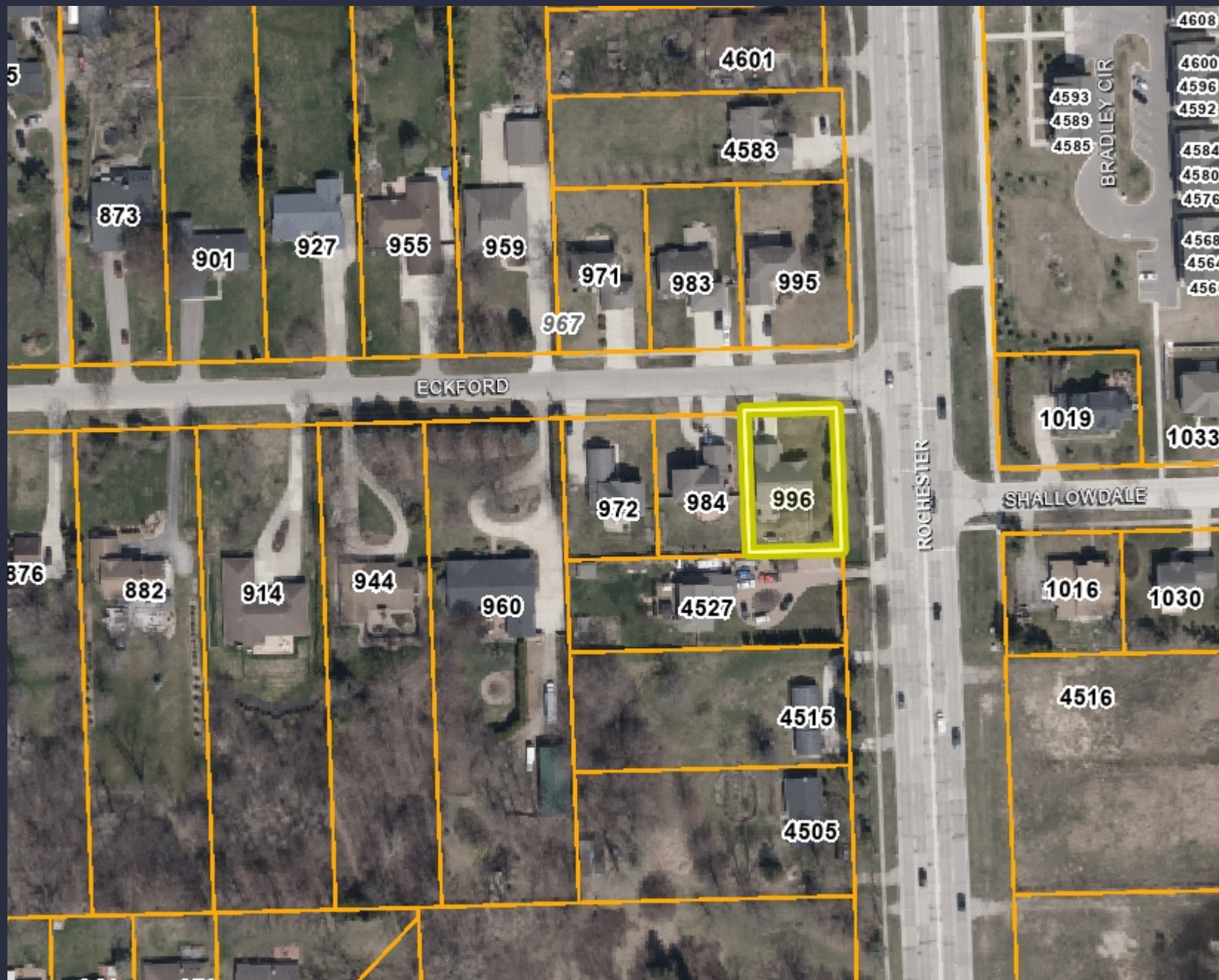
Legal Review

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



GIS Online

Legend:



Notes:

Project #02.206.5
Rochester Road Improvement
Parcel #95, Savaya

Map Scale: 1=178
Created: March 17, 2025



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 UTILITIES &
PUBLIC SERVICE FACILITIES**

Sidwell #88-20-15-252-045
Resolution #

Sarmad Najib Savaya and Christina Savaya, husband and wife, whose address is 996 Eckford, Troy, MI 48085 for and in consideration of the sum of: Twenty-Five Thousand and 00/100 Dollar (\$25,000) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **public utilities and public service facilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE UTILITY EASEMENT DESCRIPTIONS ON EXHIBITS "A" AND "B" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair, grading 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 THEIR signature(s)
this 15TH day of MARCH, 2025.


_____(L.S.)
* **Sarmad Najib Savaya**


_____(L.S.)
* **Christina Savaya**

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15TH day of MARCH, 2025, by Sarmad Najib Savaya and Christina Savaya, husband and wife.

Patricia A. Petitto
* **PATRICIA A. PETITTO**
Notary Public, OAKLAND County, Michigan
My Commission Expires DECEMBER 31, 2026
Acting in OAKLAND County, Michigan

Prepared by: Patricia Petitto, SR/WA, RW-RAC
City of Troy
500 W. Big Beaver Road
Troy, MI 48084


Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

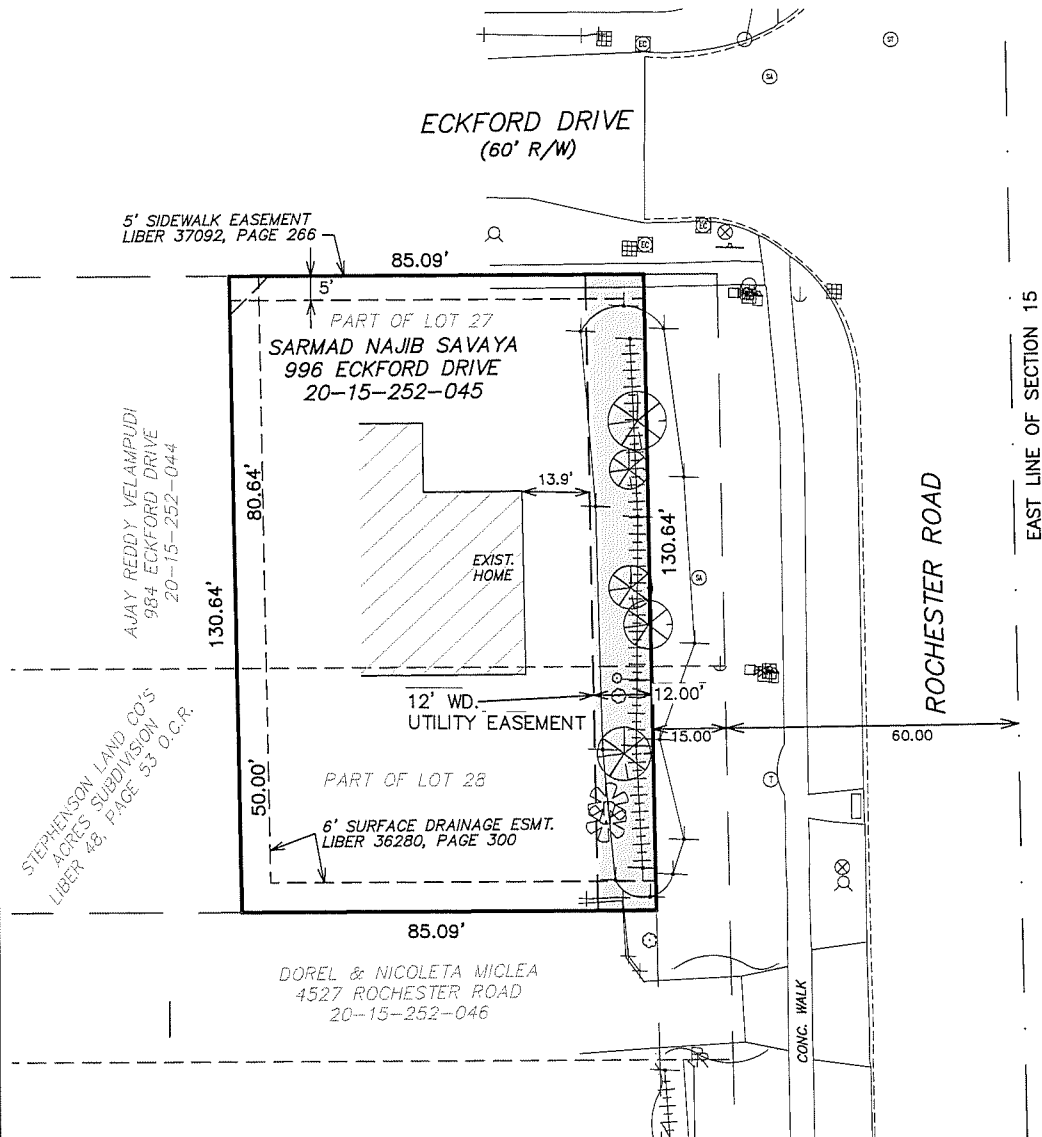
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Piggott, Robert

UTILITY EASEMENT			
<div>EXHIBIT "A"</div> <div>PARCEL 95</div> <div>DESCRIPTION TAKEN FROM TITLE WORK FROM FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 2208608 AND DATED JUNE 24, 2022.</div> <div>PARENT PROPERTY DESCRIPTION</div> <div>PARCEL ID: 20-15-251-045</div> <div>PROPERTY LOCATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN</div> <div>LOT 27, EXCEPT THE WEST 170 FEET, AND THE NORTH 50 FEET OF LOT 28, EXCEPT THE WEST 170 FEET, ALSO EXCEPT THE EAST 15 FEET OF BOTH LOTS, STEPHENSON LAND COMPANY'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLAT, OAKLAND COUNTY RECORDS.</div> <div>SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.</div> <div>DESCRIPTION OF UTILITY EASEMENT</div> <div>THE EAST 12.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:</div> <div>PROPERTY LOCATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN</div> <div>LOT 27, EXCEPT THE WEST 170 FEET, AND THE NORTH 50 FEET OF LOT 28, EXCEPT THE WEST 170 FEET, ALSO EXCEPT THE EAST 15 FEET OF BOTH LOTS, STEPHENSON LAND COMPANY'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLAT, OAKLAND COUNTY RECORDS.</div> <div>CONTAINS 1,568 SQUARE FEET.</div>			
<div>JOB NO. 20160715</div> <div>DATE 02/15/23</div>	<div><div>HUBBELL, ROTH & CLARK, INC</div>CONSULTING ENGINEERS SINCE 1915</div>	<div>555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303 - 0824</div> <div>PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com</div>	<div>SHEET NO.</div> <div>1</div> <div>OF 2</div>


PARCEL 95



TOTAL PROPERTY = 11,115.3+- SQ. FT.
UTILITY EASEMENT = 1,568 SQ. FT.

LEGEND:

UTILITY EASEMENT

JOB NO. 20160715	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 02/15/23		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com	2	OF 2



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-07

CITY COUNCIL AGENDA ITEM

Date: March 6, 2025

To: Frank Nastasi, City Manger

From: Robert J. Bruner, Deputy City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Two Permanent Easements, RW Troy Property, LLC, Sidwell #88-20-28-478-057 & -030

History

RW Troy Property, LLC has proposed to redevelop the properties located at 1613 and 1631 Livernois Road, located in Section 28 at the northwest corner of Livernois and E Maple roads. As part of the project the City of Troy received two permanent easements for sidewalks and water mains from RW Troy Property, LLC, owner of the properties having Sidwell #88-20-28-478-057 and -030.

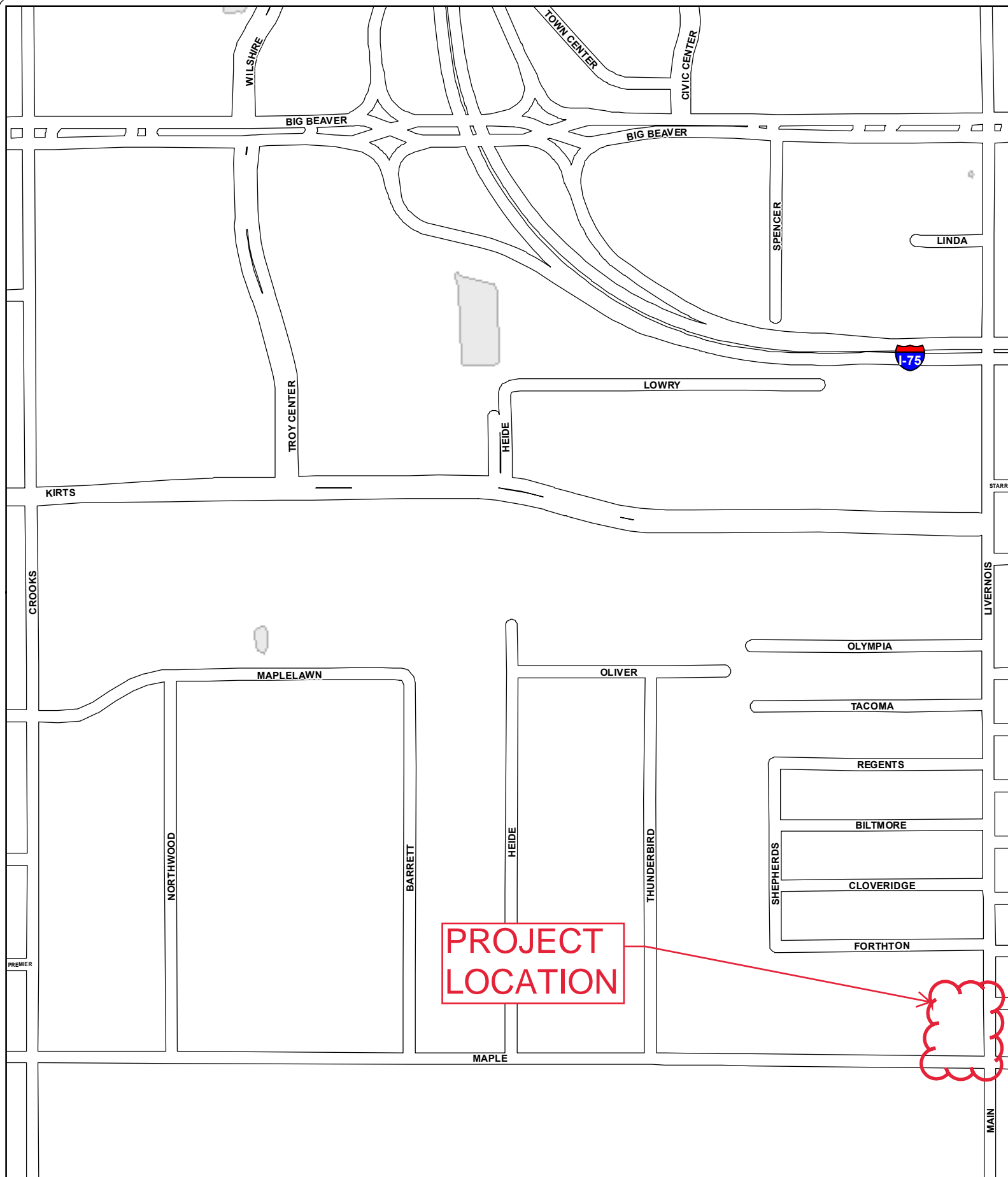
City of Troy Planning Commission granted special use and preliminary site plan approval on January 11, 2022. (Resolution #PC-2022-01-004)

Financial

The consideration amount on each document is \$1.00.

Recommendation

City Management recommends that City Council accept the attached permanent easements consistent with our policy of accepting easements and deeds for development and improvement purposes



**PERMANENT EASEMENT
FOR SIDEWALKS**

Sidwell #88-20-28-478-030 (pt)

RW TROY PROPERTY, LLC, a Michigan limited liability company, Grantor(s), whose address 29200 Northwestern Hwy., Suite 450, Southfield, MI 48034 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 Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND BY REFERENCE MADE A PART OF


and to enter upon sufficient land adjacent to said improvement(s) as reasonably necessary 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 21 day of February A.D. 2025.

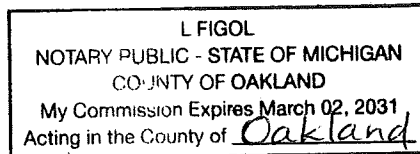
RW TROY PROPERTY, LLC
a Michigan limited liability company

By  (L.S.)
*Carlo Koza
Its: Member

[Acknowledgment on Following page]

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of February, 2025 by Carlo Koza,
Member of RW TROY PROPERTY, LLC, a Michigan limited liability company, on behalf of the company.



Larysa Figol

*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

SIDEWALK EASEMENT

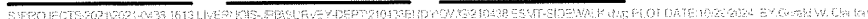
SIDEWALK EASEMENT
PARCEL NO 20-28-478-030

A 10-FOOT WIDE EASEMENT FOR SIDEWALK IN A PART OF THE SOUTHEAST 1/4 OF SECTION 28, T.02N., R.11E, CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE ALONG THE EAST LINE OF SECTION 28 N02°41'10"W, 33.00 FEET; THENCE S87°43'01"W, 33.00 FEET TO THE INTERSECTION OF THE NORTH LINE OF W. MAPLE ROAD (WIDTH VARIES) AND THE WEST LINE OF LIVERNOIS ROAD (WIDTH VARIES); THENCE ALONG SAID WEST LINE N02°41'10"W, 221.11 FEET TO THE POINT OF BEGINNING OF THIS 10-FOOT WIDE EASEMENT FOR SIDEWALK: THENCE S87°42'00"W, 10.00 FEET; THENCE N02°41'10"W, 75.90 FEET; THENCE N87°43'01"E, 10.00 FEET TO SAID WEST LINE OF LIVERNOIS ROAD; THENCE ALONG SAID WEST LINE S02°41'10"E, 75.90 FEET TO THE POINT OF BEGINNING.

Line Table		
Line #	Direction	Length
L1	S87°42'00"W	10.00'
L2	N02°41'10"W	75.90'
L3	N87°43'01"E	10.00'
L4	S02°41'10"E	75.90'

SIDEWALK EASEMENT



**PERMANENT EASEMENT
FOR WATERMAINS**

Sidwell #88-20-28-478-057 (pt)

RW TROY PROPERTY, LLC, a Michigan limited liability company, Grantor(s), whose address 29200 Northwestern Hwy., Suite 450, Southfield, MI 48034 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 Road, Troy, Michigan, 48084 grant(s) to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **watermains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBITS A and B ATTACHED HERETO AND BY REFERENCE MADE A PART OF


and to enter upon sufficient land adjacent to said improvement(s) as reasonably necessary 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 21 day of February A.D. 2025.

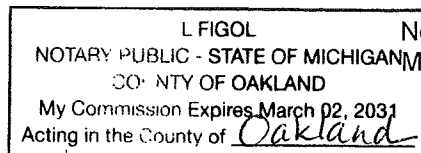
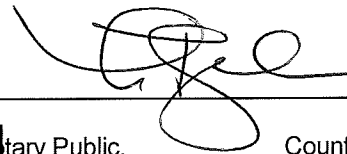
RW TROY PROPERTY, LLC
a Michigan limited liability company

By  (L.S.)
*Carlo Koza
Its: Member

[Acknowledgment on Following page]

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of February, 2025 by Carlo Koza,
Member of RW TROY PROPERTY, LLC, a Michigan limited liability company, on behalf of the company.



*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

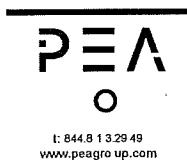
Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

WATER MAIN EASEMENT PARCEL NO 20-28-478-057

A 20-FOOT WIDE EASEMENT FOR WATER MAIN IN A PART OF THE SOUTHEAST 1/4 OF SECTION 28, T.02N., R.11E, CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

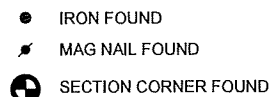
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE ALONG THE EAST LINE OF SECTION 28 N02°41'10"W, 33.00 FEET; THENCE S87°43'01"W, 33.00 FEET TO THE INTERSECTION OF THE NORTH LINE OF W. MAPLE ROAD (WIDTH VARIES) AND THE WEST LINE OF LIVERNOIS ROAD (WIDTH VARIES) ; THENCE ALONG SAID WEST LINE N02°41'10"W, 37.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20-FOOT WIDE EASEMENT FOR WATER MAIN; THENCE ALONG SAID CENTERLINE S87°43'01"W , 150.00 FEET TO A POINT ON THE WEST LINE OF PARCEL ID 20-28-478-057 AND THE THE POINT OF ENDING OF THE CENTERLINE OF THIS 20-FOOT WIDE EASEMENT FOR WATER MAIN.



RWTROY, LLC
1613 LIVERNOIS ROAD
TROY MI 48063

SHEET 2 OF 3
FEBRUARY 7, 2025
21-0438

WATER MAIN EASEMENT





500 West Big Beaver
Troy, MI 48084
troymi.gov



J-08

CITY COUNCIL AGENDA ITEM

Date: April 7, 2025

To: Frank Nastasi, City Manager

From: Robert Bruner, Deputy City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Jax Kar Wash - Project No. 24.915.3

History

BMW Kar Wash, LLC proposes to develop Jax Kar Wash located on the south side of E. Long Lake Road, just east of Livernois Road, Section 15.

The Planning Commission granted preliminary Site Plan approval on June 5th, 2024.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by BMW Kar Wash, LLC on behalf of the City of Troy including: Storm Sewer, Underground Detention, and Concrete Pavement & Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by BMW Kar Wash, LLC (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **24.915.3**

Project Location: **NW 1/4 Section 15**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this 17 day of March, 2024 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and BMW Kar Wash, LLC whose address is 26777 Central Park Blvd, Suite 180, Southfield, MI 48034 and whose telephone number is 248-514-5565 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Storm Sewer, Underground Detention, Concrete Pavement & Sidewalk in accordance with plans prepared by PEA Group whose address is 1849 Pond Run, Auburn Hills, MI 48326 and whose telephone number is 248-689-9090 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ 271,786.00. This amount will be deposited with the City in the form of (check one):

Cash/Check

Certificate of Deposit & 10% Cash

Irrevocable Bank Letter of Credit & 10% Cash

Performance Bond & 10% Cash

☐

☐

☐

☒

10% Cash \$27,179.10

Refundable cash deposit in the amount of \$ 69,943.00. This amount will be deposited with the City in the form of (check one):

Cash

☐

Check

☒

Non-refundable cash fees in the amount of \$ 650.00. This amount will be paid to the City in the form of (check one):

Cash

☐

Check

☒

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 21st day of MARCH, 2025.

OWNERS

By:

T. M. Gesunck

*

Its: Chief Strategy Officer

Please Print or Type

Todd M. Gesunck

*

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 21st day of March, A.D. 2025, before me personally appeared _____ known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Mahi Sotiropoulos

NOTARY PUBLIC, _____, Michigan

My commission expires: 08/28/2027

Acting in Oakland County, Michigan

MAHI SOTIROPOULOS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG 28, 2027
ACTING IN COUNTY OF Oakland

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally
appeared _____ known by me
to be the same person(s) who executed this instrument and who acknowledged this to be
his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____

Acting in _____ County, Michigan



Project Construction

Permit No: PPC24.915.3

Engineering Department

TO SCHEDULE INSPECTION CALL

INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road

Troy, Michigan 48084

Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838

www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

Location
102 E LONG LAKE
88-20-15-101-030 Lot:
Subdivision: Acreage
Project No: 24.915.3

Permittee/Owner
102 EAST LONG LAKE RD LLC
89 E LONG LAKE
TROY MI 48085

Issued: 03/27/2025 Expires:

FOR INFORMATION REGARDING THE ISSUANCE OF THIS
PERMIT, CONTACT THE CITY OF TROY ENGINEERING
DEPARTMENT AT (248) 524-3383

Applicant
BMW KAR WASH, LLC
26777 CENTRAL PARK, S-180
Southfield MI 48034
(248) 514 5565

Work Description: NEW CAR WASH

Stipulations: UNDERGROUND PARKING LOT DETENTION

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	10,690.00
Escrow Deposits	Water Mains	7,395.00
Escrow Deposits	Storm Sewers	77,332.00
Escrow Deposits	Pavement	32,948.00
Escrow Deposits	Grading	5,000.00
Escrow Deposits	Detention Basin	135,191.00
Escrow Deposits	Temporary Access Road	3,230.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	15.00
Cash Deposits (Refundable)	Construction Engineering (CE)	271,786.00
Cash Deposits (Refundable)	Sidewalks	2,073.00
Cash Deposits (Refundable)	ROW Restoration	600.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	271,786.00

Amount Due: **0.00**
PAID IN FULL



Project Construction

- 1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
 - 2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
 - 3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
 - 4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
 - 5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.
- SUPPLEMENTAL SPECIFICATIONS:**

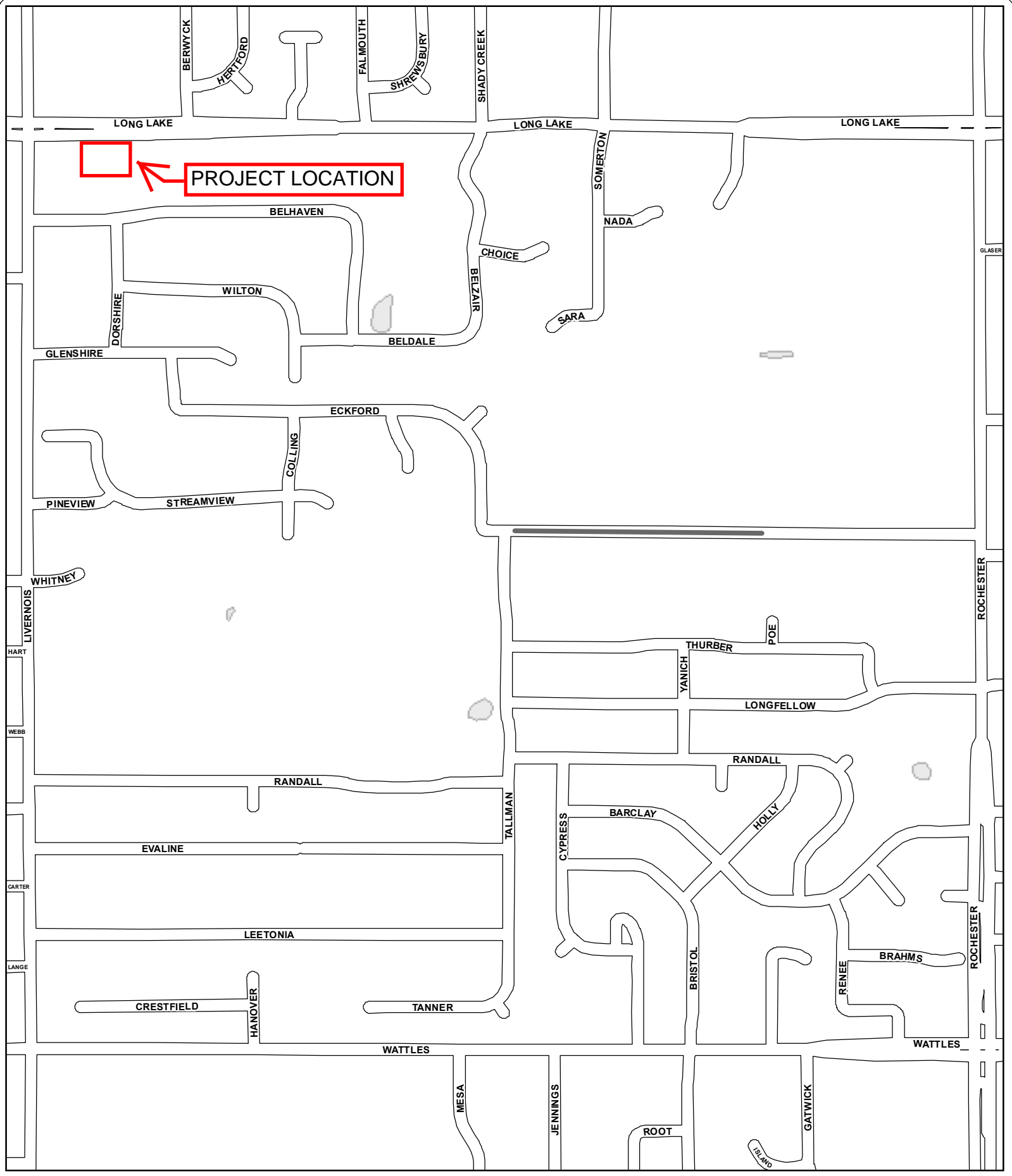
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
- 2) **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
- 3) **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved sand or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.

- 4) **CROSSING ROADBED BY TUNNELING:** When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
- 5) **CROSSING BY CUTTING GRAVEL ROAD:** All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
- 6) **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
- 7) **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
- 8) **TREE TRIMMING OR REMOVAL:** A special permit will be required for any proposed tree trimming or removal.
- 9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
- 10) The following must be attached to the application when applicable: a) Map; b) Plans, specifications and location of facility; c) Traffic plan in cases of street closure; d) Proof of insurance; e) City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-09

CITY COUNCIL AGENDA ITEM

Date: April 3, 2025
To: Frank Nastasi, City Manager
From: Robert J. Bruner, Deputy City Manager
M. Aileen Dickson, City Clerk
Subject: Request for Recognition as a Nonprofit Organization from Connections Learning Lab

History

Attached is a request from Connections Learning Lab seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Financial

There are no financial considerations associated with this item.

Recommendation

It has been City Management's practice to support the approval of such requests.

Connections Learning Lab

contact@connectionslearninglab.com

248-469-8974

March 27, 2025

Mr. Ethan Baker, Mayor
and the Troy City Council
500 W. Big Beaver Rd.
Troy, MI 48084

Dear Mayor Ethan Baker and Members of the Troy City Council:

Connections Learning Lab is a domestic Michigan Nonprofit Corporation operating in the City of Troy at 2601 E. Square Lake Road, Troy, Michigan. Connections Learning Lab aims to qualify for and obtain a charitable gaming license from the State of Michigan.

We request that the City of Troy complete the enclosed Local Governing Body Resolution for Charitable Gaming Licenses to certify that Connections Learning Lab is a nonprofit organization operating in the community of the City of Troy.

The mission of Connections Learning Lab is to provide educational services to children of all abilities. This is done by providing a comprehensive range of educational support, enrichment, and academic resources through individual and group tutoring, STEAM (science, technology, engineering, art, and mathematics) enrichment, camps, clubs and other programs. Connections Learning Lab conducts programs for students in grades K – 6 on a year-round basis. These programs are conducted in person at our learning center in Troy, Michigan.

Connections Learning Lab applied for tax-exempt status as a 501(c) (3) organization with the Internal Revenue Service (IRS) on November 6, 2024. The tax-exempt status is currently pending with the IRS. As such, Connections Learning Lab has not yet received the letter of determination from the Department of Treasury granting exemption from federal income tax and classification as a public charity. Per your document requirements request, also enclosed are the following items for your review:

- Copy of IRS Form 1023 – Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code
- A complete copy of the Connections Learning Lab Articles of Incorporation
- A signed and dated copy of the Connections Learning Lab Bylaws
- A copy of the Statement of Activities (Income Statement) for 2024.

Please approve and complete the enclosed Local Governing Body Resolution for Charitable Gaming Licenses form at your next upcoming City Council meeting.

2025 MAR 28 P 1:08

Connections Learning Lab


contact@connectionslearninglab.com

248-469-8974

If you have any questions or require additional information, please contact either Katie Teal, Executive Director or Anne Gatti, Secretary via email at contact@connectionslearninglab.com.

Thank you for your assistance with this matter.

Sincerely,



Anne Gatti, Secretary
Connections Learning Lab

Enclosures



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL
Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL
Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS



CITY OF TROY

SOLICITATION – FUND RAISING

Date Received: 3/28/2025

File the following information with the City Clerk's Office at least 21 days prior to the time when the permit is desired. TIME SPAN FOR PERMIT IS NOT TO EXCEED NINETY (90) DAYS.

Name of Organization:
Connections Learning Lab

Phone:
248-469-8974

Local Address:
2601 E. Square Lake Rd.,

City/Zip:
Troy 48084

Home Address (if different): (Mailing address)

City/Zip:

Name of Parent Organization:

N/A

Address:

N/A

Local Representative/Officers:

Name	Title	Phone
Ashley Prince	President	517-231-6390
Robert Brender	Treasurer	248-361-0119
Anne Gatti	Secretary	586-354-8532

Person in Charge of Solicitations: Katie Teal, Co-Executive Director ; Amie Oliveira, Co-Executive Director

How are funds solicited: Raffles and/or other charitable games legally allowed in Michigan

Locations/Dates/Times:

Locations	Dates	Times
Future events to be determined	Dates to be determined	Times to be determined

To what purpose will you put these funds: Operating expenses to include program or administrative expenses

What is the requested amount for contribution: Amount of individual raffle ticket sold, or other charitable game participation fee, will generally be between \$1 - \$5, not to exceed \$50.



Please complete all information and return with all required solicitation documents to the City Clerk, 500 West Big Beaver, Troy, Michigan 48084

[illegible]

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0047

(Rev. January 2020)

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form1023 for instructions and the latest information.**Note:** If exempt status is approved, this application will be open for public inspection.

Use the "?" buttons throughout this form for help in completing this application. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500.

If you cannot complete required responses within the textbox limits throughout this form, upload your additional narratives with the other required documents.

Part I Identification of Applicant

1a Full Name of Organization (exactly as it appears in your organizing document)		b Care of Name (if applicable)	
CONNECTIONS LEARNING LAB			
c Mailing Address (Number, street and room/suite)		d City	e Country
[REDACTED]		[REDACTED]	United States
f State	g Zip Code + 4	h Foreign Province (or State)	i Foreign Postal Code
Michigan	48030-1340		
2 Employer Identification Number	3 Month Tax Year Ends	4 Person to Contact if More Information is Needed (officer, director, trustee, or authorized representative)	
99-2642463	DECEMBER	KATIE TEAL EXECUTIVE DIRECTOR	
5 Contact Telephone Number		6 Fax Number (optional)	7 User Fee Submitted
810-338-9509			\$600.00
8 Organization's Website (if available): connectionslearninglab.com			
9 List the names, titles, and mailing addresses of your officers, directors, and/or trustees.			
First Name: ANNE		Last Name: GATTI	
Mailing Address: [REDACTED]		City: [REDACTED]	
State (or Province): MICHIGAN		Zip Code (or Foreign Postal Code): [REDACTED]	
First Name: ASHLEY		Last Name: PRINCE	
Mailing Address: [REDACTED]		City: [REDACTED]	
State (or Province): MICHIGAN		Zip Code (or Foreign Postal Code): [REDACTED]	
First Name: ROBERT		Last Name: BRENDER	
Mailing Address: [REDACTED]		City: [REDACTED]	
State (or Province): MICHIGAN		Zip Code (or Foreign Postal Code): [REDACTED]	
First Name:		Last Name:	
Mailing Address:		City:	
State (or Province):		Zip Code (or Foreign Postal Code):	
First Name:		Last Name:	
Mailing Address:		City:	
State (or Province):		Zip Code (or Foreign Postal Code):	

Check here to add more officers, directors, and/or trustees.

Part II Organizational Structure

- 1** You must be a corporation, limited liability company (LLC), unincorporated association, or trust to be tax exempt.

Select your type of organization.

☒ Corporation

At the end of this form, you must upload a copy of your articles of incorporation (and any amendments) that shows proof of filing with the appropriate state agency.

Limited Liability Company (LLC)

At the end of this form, you must upload a copy of your articles of organization (and any amendments) that shows proof of filing with the appropriate state agency. Also, if you adopted an operating agreement, upload a copy, along with any amendments.

Unincorporated Association

At the end of this form, you must upload a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

Trust

At the end of this form, you must upload a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.

- 2** Enter the date you formed. (MM/DD/YYYY)

04/12/2024

- 3** Select your state (or U.S. territory) of incorporation or other formation. If you were formed under the laws of a foreign country, select Foreign Country.

Michigan

- 4** Have you adopted bylaws? If "Yes," at the end of this form, upload a current copy showing the date of adoption. If "No," explain how you select your officers, directors, or trustees. ☒ Yes ☐ No

- 5** Are you a successor to another organization?

☐ Yes ☒ No

Answer "Yes" if you have taken or will take over the activities of another organization, you took over 25% or more of the fair market value of the net assets of another organization, or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G.

Part III Required Provisions in Your Organizing Document

Part III helps ensure that, when you submit this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3).

If you cannot check "Yes" in both Lines 1 and 2, your organizing document does not meet the organizational test. DO NOT file this application until you have amended your organizing document. Remember to upload your original and amended organizing documents at the end of this form.

- 1** Section 501(c)(3) requires that your organizing document limit your purposes to one or more exempt purposes within section 501(c)(3), such as charitable, religious, educational, and/or scientific purposes.

The following is an example of an acceptable purpose clause: The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Does your organizing document meet this requirement?

☒ Yes ☐ No

- 1a** State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph):

Article II, Articles of Incorporation

- 2** Section 501(c)(3) requires that your organizing document provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.

The following is an example of an acceptable dissolution clause: Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

Does your organizing document meet this requirement?

☒ Yes ☐ No

- 2a** State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or indicate that you rely on state law.

Article VIII, Articles of Incorporation

Part IV Your Activities

1 Describe completely and in detail your past, present, and planned activities. Do not refer to or repeat the purposes in your organizing document.

For each past, present, or planned activity, include information that answers the following questions:

- a. What is the activity?
- b. Who conducts the activity?
- c. Where is the activity conducted?
- d. What percentage of your total time is allocated to the activity?
- e. How is the activity funded (for example, donations, fees, etc.) and what percentage of your overall expenses is allocated to this activity?
- f. How does the activity further your exempt purposes?

Please see the attached document for details on present and planned activities for our nonprofit. See statement 1 attached.

Part IV Your Activities (continued)

- 2 Enter the 3-character NTEE Code that best describes your activities.

B90

Or check here if you want the IRS to select the NTEE Code that best describes your activities.

- 3 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes" if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No

- 4 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☒ Yes ☐ No

Officer- Board president has a child who attends our programs. As a member of the general public in our community, the child is eligible to attend our programs based on the child's academic need. Our conflict of interest policy addresses this specifically and this child does not receive preferred treatment.

- 5 Do you or will you support or oppose candidates in political campaigns in any way? If "Yes," explain. ☐ Yes ☒ No

- 6 Do you or will you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation. ☐ Yes ☒ No

Part IV Your Activities (continued)

- 6a** Did you or will you make an election to have your legislative activities measured by expenditures by filing Form 5768? (☐ Yes (☐ No
If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.

- 7** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. (☐ Yes (☒ No

- 8** Do you or will you provide educational information to the general public on budgeting, personal finance, financial literacy, saving and spending practices, the sound use of consumer credit, and/or assist individuals and families with financial problems such as credit card debt and foreclosure by providing them with counseling? If "Yes," explain. (☐ Yes (☒ No

- 9** Do you or will you make grants, loans, or other distributions to organizations? If "Yes," describe the type and purpose of the grants, loans, or distributions, how you select your recipients including submission requirements (such as grant proposals or application forms), and the criteria you use or will use to select recipients. Also describe how you ensure the grants, loans, and other distributions are or will be used for their intended purposes (including whether you require periodic or final reports on the use of funds and any procedures you have if you identify that funds are not being used for their intended purposes). Finally, describe the records you keep with respect to grants, loans, or other distributions you make and identify any recipient organizations and any relationships between you and the recipients. If "No," continue to Line 10. (☐ Yes (☒ No

Part IV **Your Activities** (continued)

- 9a** Do you or will you make grants, loans, or other distributions to organizations that are not recognized by the IRS as tax exempt under section 501(c)(3)? If "Yes," name and/or describe the non-section 501(c)(3) organizations to whom you do or will make distributions and explain how these distributions further your exempt purposes. ☐ Yes ☐ No

- 9b** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," name each foreign organization (if not already provided), the country and region within each country in which each foreign organization operates, any relationship you have with each foreign organization, and whether the foreign organization accepts contributions earmarked for a specific country or organization (if so, specify which countries or organizations). If "No," continue to Line 10. ☐ Yes ☐ No

- 9c** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ Yes ☐ No

- 9d** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ Yes ☐ No

- 9e** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including periodic reporting requirements, auditing grantees, site visits by your employees or compliance checks by impartial experts, etc., to verify that grant funds are being used appropriately. ☐ Yes ☐ No

Part IV Your Activities (continued)

- 9f** Do you share board members or other key personnel with the recipient organization(s)? If "Yes," identify the relationships. ☐ Yes ☐ No

- 9g** When you make grants, loans, or other distributions to foreign organizations, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. ☐ Yes ☐ No

- 9h** Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? ☐ Yes ☐ No

- 9i** Will you acquire from OFAC the appropriate license and registration where necessary? ☐ Yes ☐ No

- 10** Do you or will you operate in a foreign country or countries? If "Yes," name each foreign country and region within each country in which you do or will operate and describe your operations in each one. If "No," continue to Line 11. ☐ Yes ☒ No

- 10a** When you conduct activities in foreign countries, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. ☐ Yes ☐ No

- 10b** Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? ☐ Yes ☐ No

- 10c** Will you acquire from OFAC the appropriate license and registration where necessary? ☐ Yes ☐ No

Part IV Your Activities (continued)

- 11** Are you a sponsoring organization that maintains one or more donor advised funds? If yes, please provide a complete description of your program, including the specific advice that such donors may provide. Describe in detail the control you maintain (or will maintain) over the use of the funds. ☐ Yes ☒ No

- 12** Do you or will you operate a school? ☐ Yes ☒ No
If "Yes," complete Schedule B.

- 13** Is your principal purpose or function to provide hospital or medical care? ☐ Yes ☒ No
If "Yes," complete Schedule C.

- 14** Do you or will you provide low-income housing? ☐ Yes ☒ No
If "Yes," complete Schedule F.

- 15** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? ☐ Yes ☒ No
If "Yes," complete Schedule H - Section I.

- 16** Check any of the following fundraising activities that you will undertake (check all that apply):

☒ Website, mail, email, personal, and/or phone solicitations

☒ Foundation grant solicitations

☐ Receive donations from another organization's website

☐ Government grant solicitations

☐ Bingo

☐ Other (non-bingo) gaming activities

☒ Other (describe)

Fundraising events such as product fundraisers, golf outing and charity dinners/events.

We will not engage in fundraising activities.

- 17** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements, including the names or descriptions of the organizations for which you raise funds. ☐ Yes ☒ No

Part V Compensation and Other Financial Arrangements

- 1** Do you or will you compensate officers, directors, or trustees, or do or will you have highest compensated employees, or highest compensated independent contractors? If "No," continue to Line 2. ☒ Yes ☐ No

In establishing compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors:

- 1a** Do or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No

- 1b** Do or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No

- 1c** Do or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

- 1d** Do or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No

- 1e** Do or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? ☒ Yes ☐ No

- 1f** Do or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No

- 1g** Do or will you have any other practices you use to set reasonable compensation? If "Yes," describe these practices. ☐ Yes ☒ No

- 2** Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If you are a hospital, answer "Yes" if your conflict of interest policy includes provisions consistent with the additional healthcare related provisions in the sample document. If "No," describe the procedures you will follow to ensure that persons who have a conflict of interest will not have influence over setting their own compensation or regarding business deals with themselves. ☒ Yes ☐ No

- 3** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. ☐ Yes ☒ No

Part V Compensation and Other Financial Arrangements (continued)

- 4 Do you or will you purchase or sell any goods, services, or assets from or to: (i) any of your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated independent contractors? If "Yes," describe any such transactions that you made or intend to make, with whom you make or will make such transactions, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value. ☐ Yes ☒ No

- 5 Do you or will you have any leases, contracts, loans, or other agreements with: (i) your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated independent contractors? If "Yes," describe any written or oral arrangements that you made or intend to make, with whom you have or will have such arrangements, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value. ☐ Yes ☒ No

- 6 Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," describe each facility, the role of the other organization, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how that entity is selected, how the terms of any contract(s) are negotiated at arm's length, and how you determine you will pay no more than fair market value for services. ☐ Yes ☒ No

Part V Compensation and Other Financial Arrangements (continued)

- 7 Does or will someone other than your own employees or volunteers manage your activities or facilities? (Yes (●) No
 If "Yes," describe the activities or facilities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how these managers were or will be selected, how the terms of any contracts or other agreements were or will be negotiated, and how you determine you will pay no more than fair market value for services.

- 8 Do you participate in any joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. (Yes (●) No

Part VI Financial Data

- 1 Select the option that best describes you to determine the years of revenues and expenses you need to provide.
- ☒ You completed less than one tax year.
 Provide a total of three years of financial information (including the current year and two future years of reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses.
 - ☐ You completed at least one tax year but fewer than five.
 Provide a total of four years financial information (including the current year and three years of actual financial information or reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses.
 - ☐ You completed five or more tax years.
 Provide financial information for your five most recent tax years (including the current year) in the following Statement of Revenues and Expenses.

Part VI Financial Data (continued)**A. Statement of Revenues and Expenses**

Type of revenue	Current tax year	4 prior tax years or 2 succeeding tax years			
		From: 04/12/2024	From: 01/01/2025	From: 01/01/2026	From: / /
		To: 12/31/2024	To: 12/31/2025	To: 12/21/2026	To: / /
1 Gifts, grants, and contributions received (do not include unusual grants)	\$10,000.	\$25,000.	\$35,000.		
2 Membership fees received	\$0.	\$0.	\$0.		
3 Gross investment income	\$0.	\$0.	\$0.		
4 Net unrelated business income	\$0.	\$0.	\$0.		
5 Taxes levied for your benefit	\$0.	\$0.	\$0.		
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	\$0.	\$0.	\$0.		
7 Any revenue not otherwise listed above or in lines 9 - 12 below (provide an itemized list below)	\$0.	\$0.	\$0.		
8 Total of lines 1 through 7	\$10,000.	\$25,000.	\$35,000.	\$0.	\$0.
9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (provide an itemized list below)	\$59,418.	\$150,303.	\$167,006.		
10 Total of lines 8 and 9	\$69,418.	\$175,303.	\$202,006.	\$0.	\$0.
11 Net gain or loss on sale of capital assets (provide an itemized list below)	\$0.	\$0.	\$0.		
12 Unusual grants (provide an itemized list below)	\$0.	\$0.	\$0.		
13 Total Revenue (add lines 10 through 12)	\$69,418.	\$175,303.	\$202,006.	\$0.	\$0.
Type of expense	Current tax year	4 prior tax years or 2 succeeding tax years			
14 Fundraising expenses	\$0.	\$5,000.	\$7,000.		
15 Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below)	\$0.	\$0.	\$0.		
16 Disbursements to or for the benefit of members (provide an itemized list below)	\$0.	\$0.	\$0.		
17 Compensation of officers, directors, and trustees	\$0.	\$0.	\$0.		
18 Other salaries and wages	\$35,760.	\$122,400.	\$122,400.		
19 Interest expense	\$0.	\$0.	\$0.		
20 Occupancy (rent, utilities, etc.)	\$3,600.	\$10,800.	\$13,000.		
21 Depreciation and depletion	\$0.	\$1,000.	\$1,000.		
22 Professional fees	\$400.	\$1,600.	\$1,600.		
23 Any expense not otherwise classified, such as program services (provide an itemized list below)	\$7,452.	\$20,500.	\$21,700.		
24 Total Expenses (add lines 14 through 23)	\$47,212.	\$161,300.	\$166,700.	\$0.	\$0.

25 Itemized financial data

See statement 2 attached.

Part VI

Financial Data (continued)

B. Balance Sheet (for your most recently completed tax year)		Year End: 12/31/2024
Assets		
1	Cash	\$15,000.
2	Accounts receivable, net	\$0.
3	Inventories	\$0.
4	Bonds and notes receivable (provide an itemized list below)	\$0.
5	Corporate stocks (provide an itemized list below)	\$0.
6	Loans receivable (provide an itemized list below)	\$0.
7	Other investments (provide an itemized list below)	\$0.
8	Depreciable assets (provide an itemized list below)	\$2,500.
9	Land	\$0.
10	Other assets (provide an itemized list below)	
11	Total Assets (add lines 1 through 10)	\$17,500.
Liabilities		
12	Accounts payable	\$0.
13	Contributions, gifts, grants, etc. payable	\$0.
14	Mortgages and notes payable (provide an itemized list below)	\$0.
15	Other liabilities (provide an itemized list below)	\$0.
16	Total Liabilities (add lines 12 through 15)	\$0.
Fund Balances or Net Assets		
17	Total fund balances or net assets	\$17,500.
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	\$17,500.

19 Itemized financial data

Line 8 Depreciable assets: Ipads- \$2,500

Part VII Foundation Classification

Part VII is designed to classify you as an organization that is either a private foundation or a public charity. Public charity classification is a more favorable tax status than private foundation classification. If you are a private foundation, this part will further determine whether you are a private operating foundation.

1 Select the foundation classification you are requesting from the list below.

You are described in 509(a)(1) and 170(b)(1)(A)(vi) as an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.

☒ You are described in 509(a)(2) as an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).

You are described in 509(a)(1) and 170(b)(1)(A)(i) as a church or a convention or association of churches. Complete Schedule A.

You are described in 509(a)(1) and 170(b)(1)(A)(ii) as a school. Complete Schedule B.

You are described in 509(a)(1) and 170(b)(1)(A)(iii) as a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete Schedule C.

You are described in 509(a)(1) and 170(b)(1)(A)(iv) as an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.

You are described in 509(a)(1) and 170(b)(1)(A)(ix) as an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university.

You are described in 509(a)(3) as an organization supporting either one or more organizations described in 509(a)(1) or 509(a)(2) or a publicly supported section 501(c)(4), (5), or (6) organization. Complete Schedule D.

You are described in 509(a)(4) as an organization organized and operated exclusively for testing for public safety.

You are a publicly supported organization and would like the IRS to decide your correct classification.

You are a private foundation.

- 1a** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check this box to confirm that your organizing document ☐ includes these provisions or you rely on state law.

State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or state that you rely on state law.

- 1b** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? ☐ Yes ☒ No
If "Yes," complete Schedule H - Section II.

- 1c** Are you a private operating foundation? ☐ Yes ☒ No

To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations.

Part VII Foundation Classification (continued)

- 1d** Describe how you meet the requirements for private operating foundation status, including how you meet the income test and either the assets test, the endowment test, or the support test. If you've been in existence for less than one year, describe how you are likely to satisfy the requirements for private operating foundation status.

- 2** If you have been in existence more than 5 years, you must confirm your public support status. To confirm your qualification as a public charity described in 509(a)(1) and 170(b)(1)(A)(vi) in existence for five or more tax years, you must have received one-third or more of your total support from governmental agencies, contributions from the general public, and contributions or grants from other public charities; or 10% or more of your total support from governmental agencies, contributions from the general public, and contributions or grants from other public charities and the facts and circumstances indicate you are a publicly supported organization. Calculate whether you meet this support test for your most recent five-year period.

- i.** Did you receive contributions from any person, company, or organization whose gifts totaled more than the 2% amount of line 8 in Part VI-A? Yes ☐ No ☐

If "Yes," identify each person, company, or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

- ii.** Based on your calculations, did you receive at least one-third of your support from public sources or did you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization? Yes ☐ No ☐

- 2a** If you have been in existence more than 5 years, you must confirm your public support status. To confirm your qualification as a public charity described in 509(a)(2) in existence for five or more tax years, you must have normally received more than one-third of your support from contributions, membership fees, and gross receipts from activities related to your exempt functions, or a combination of these sources, and not more than one-third of your support from gross investment income and net unrelated business income. Calculate whether you meet this support test for your most recent five-year period.

- i.** Did you receive amounts from any disqualified persons? Yes ☐ No ☐

If "Yes," identify each disqualified person by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

- ii.** Did you receive amounts from individuals or organizations other than disqualified persons that exceeded the greater of \$5,000 or 1% of the amount on line 10 of Part VI-A Statement of Revenues and Expenses? Yes ☐ No ☐

If "Yes," identify each individual or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

- iii.** Based on your calculations, did you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income? Yes ☐ No ☐

Part VIII Effective Date

In general, a determination letter recognizing exemption of an organization described in section 501(c)(3) is effective as of the date of formation of an organization if: (1) its purposes and activities prior to the date of the determination letter have been consistent with the requirements for exemption; and (2) it has filed an application for recognition of exemption within 27 months from the end of the month in which it was organized.

- 1 Are you submitting this application within 27 months of the end of the month in which you were legally formed? ☒ Yes ☐ No

If "No," complete Schedule E.

Part IX Annual Filing Requirements

If you fail to file a required information return or notice for three consecutive years, your exempt status will be automatically revoked.

- 1 Certain organizations are not required to file annual information returns or notices (Form 990, Form 990-EZ, or Form 990-N, e-Postcard). If you are granted tax-exemption, are you claiming to be excused from filing Form 990, Form 990-EZ, or Form 990-N? ☒ Yes ☐ No

If "Yes," are you claiming you are excepted from filing because you are:

A church or association of churches

An integrated auxiliary (such as a men's or women's organization, religious school, mission society, or religious group)

A church-affiliated organization (other than a section 509(a)(3) organization) that is exclusively engaged in managing funds or maintaining retirement programs and is described in Revenue Procedure 96-10, 1996-1 C.B. 577

A school below college level affiliated with a church or operated by a religious order

A mission society (other than a section 509(a)(3) supporting organization) sponsored by, or affiliated with, one or more churches or church denominations, if more than half of the society's activities are conducted in, or directed at, persons in foreign countries

An affiliate of a governmental unit that meets the requirements of Revenue Procedure 95-48, 1995-2 C.B. 418 (other than a section 509(a)(3) supporting organization)

Other (describe)

Part X Signature

- ☒ I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

Anne Gatti
(Type name of signer)

SECRETARY
(Type title or authority of signer)

11/06/2024
(Date)

Upload checklist:

☐ Organizing document (and any amendments)

☐ Bylaws, if adopted

Form 2848, Power of Attorney and Declaration of Representative (if applicable)

Form 8821, Tax Information Authorization (if applicable)

☐ Supplemental responses (if applicable)

Expedited handling request (if applicable)

Schedule A. Churches

- 1 Do you have a written creed, statement of faith, or summary of beliefs? If "Yes," describe your written creed, statement of faith, or summary of beliefs.

Yes (No

- 2 Do you have a literature of your own? If "Yes," describe your literature.

Yes (No

- 3 Do you have a formal code of doctrine and discipline? If "Yes," describe your code of doctrine and discipline.

Yes (No

- 4 Describe your religious hierarchy or ecclesiastical government.

- 5 Are you part of a group of churches with similar beliefs and structures? If "Yes," explain.

Yes (No

- 6 Do you have a form of worship? If "Yes," describe your form of worship.

Yes (No

- 7 Do you have regularly scheduled religious services? If "Yes," describe the nature of the services.

☐ Yes ☐ No

- 7a What is the average attendance at your regularly scheduled religious services?

- 8 Do you have an established place of worship? If "Yes," describe your established place of worship or where you meet to hold regularly scheduled religious services.

☐ Yes ☐ No

Schedule A. Churches (continued)

9 Do you have an established congregation or other regular membership group? If "No," continue to Line 10. Yes ☐ No ☐

9a How many members do you have?

9b Do you have a process by which an individual becomes a member? If "Yes," describe the process. Yes ☐ No ☐

9c Do your members have voting rights, rights to participate in religious functions, or other rights? If "Yes," describe the rights your members have. Yes ☐ No ☐

9d May your members be associated with another denomination or church? ☐ Yes ☐ No

9e Are all of your members part of the same family? ☐ Yes ☐ No

10 Do you conduct baptisms, weddings, funerals, or other religious rites? Yes ☐ No ☐

11 Do you have a school for the religious instruction of the young? Yes ☐ No ☐

12 Do you have ministers or religious leaders? If "Yes," describe these roles and explain whether the ministers or religious leaders are ordained, commissioned, or licensed after a prescribed course of study. ☐ Yes ☐ No

13 Do you have schools for the preparation of your ordained ministers or religious leaders? ☐ Yes ☐ No

14 Do you ordain, commission, or license ministers or religious leaders? If "Yes," describe the requirements for ordination, commission, or licensure. ☐ Yes ☐ No

15 Do you have other information you believe should be considered regarding your status as a church? If "Yes," explain. ☐ Yes ☐ No

Schedule B. Schools, Colleges, and Universities

- 1** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? Yes (No
- 2** Is the primary function of your school the presentation of formal instruction? If "No," continue to Line 3. Yes (No

2a Select the best description(s) of your school:

- ☐ Elementary school
- Secondary school
- Charter school
- College or university
- Technical school
- Other school (describe)

- 3** Are you a public school because you are operated by a state or subdivision of a state or operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. Yes (No

- 4** Were you formed or substantially expanded at the time of public school desegregation in the school district or county in which you are located? Yes (No

- 5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. Yes (No

- 6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. Yes (No

Information Required by Revenue Procedure 75-50 as Modified by Revenue Procedure 2019-22

- 7** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? Yes (No

State where the policy is located or if adopted by resolution of your governing body.

- 8** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? If "Yes," continue to Line 9. Yes (No

- 8a** — By checking this box, you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.

Schedule B. Schools, Colleges, and Universities (continued)

- 9** Have you made your racially nondiscriminatory policy known to all segments of the general community you serve by: Yes (No
 a) publishing a notice of your policy in a newspaper of general circulation that serves all racial segments of the community; b) publicizing your policy over broadcast media in a way that is reasonably expected to be effective; or c) displaying a notice of your policy at all times on your primary, publicly accessible internet home page in a manner reasonably expected to be noticed by visitors to the homepage? If "Yes," continue to Line 10.

9a

By checking this box, you agree that you will publicize your nondiscriminatory policy in a way that meets the requirements of Revenue Procedure 75-50, 1975-2 C.B. 587, as modified by Revenue Procedure 2019-22, I.R.B. 1260.

- 10** Do or will you (or any department or division of your organization) discriminate in any way on the basis of race with respect to admissions, use of facilities or exercise of student privileges, faculty or administrative staff, or scholarship or loan programs? If "Yes," for any of the above, explain fully. Yes (No

- 11** Complete the table below to show the racial composition for the current academic year and projected for the next academic year. If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community you serve).

For each racial category, enter the number of (a) students, (b) faculty, and (c) administrative staff. Provide actual numbers rather than percentages for each racial category.

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total	0	0	0	0	0	0

- 12** In the table below, enter the number and amount of loans and scholarships awarded to enrolled students by racial categories. Provide actual numbers rather than percentages for each racial category.

Check here if you will not provide any loans or scholarships to students.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
Total	0	0	\$0.	\$0.	0	0	\$0.	\$0.

Schedule B. Schools, Colleges, and Universities (continued)

- 13** List your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

--

- 14** Do any of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations, have an objective to maintain segregated public or private school education? If "Yes," explain.

Yes (No

--

- 15** Will you maintain records according to the nondiscrimination provisions contained in Revenue Procedure 75-50? If "No," explain.

Yes (No

--

Schedule C. Hospitals and Medical Research Organizations

- 1** Are you a medical research organization (an organization whose principal purpose or function is medical research and which is directly engaged in the continuous active conduct of medical research) operated in conjunction with a hospital? If "No," continue to Line 2. Yes ☐ No ☐

- 1a** Name the hospitals with which you have a relationship and describe the relationship.

- 1b** List your assets showing their fair market value and the portion of your assets directly devoted to medical research.

Do not complete the remainder of Schedule C.

- 2** Are you applying for exemption as a cooperative hospital service organization described in section 501(e)? ☐ Yes ☐ No
If "Yes," explain.

Do not complete the remainder of Schedule C.

- 3** Are all the doctors in the community eligible for staff privileges? If "No," give the reasons why and explain how the medical staff is selected. ☐ Yes ☐ No

Schedule C. Hospitals and Medical Research Organizations *(continued)*

- 4** Do or will you provide medical services to all individuals in your community who can pay for themselves or are able to pay through some form of insurance? If "No," explain. Yes ☐ No ☐

- 5** Do you or will you maintain a full-time emergency room? If "Yes," continue to Line 6. Yes ☐ No ☐

- 5a** Are you a specialty hospital or would emergency services be duplicative based on your region or locality? Yes ☐ No ☐

- 6** Do you provide free or below cost services? If "Yes," describe your policy for determining when and to whom you provide these services and how these services promote the organization's benefit to the community. Yes ☐ No ☐

- 7** Do you or will you carry on a formal program of medical training or medical research? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliations with other hospitals or medical care providers with which you carry on the medical training or research programs. Yes ☐ No ☐

- 8** Do you or will you carry on a formal program of community education? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliation with other hospitals or medical care providers with which you offer community education programs. Yes ☐ No ☐

Schedule C. Hospitals and Medical Research Organizations (continued)

- 9** Is your board of directors composed of a majority of individuals who are representative of the community you serve, or do you operate under a parent organization whose board of directors is composed of a majority of individuals who are representative of the community you serve? If "Yes," continue to Line 10. Yes ☐ No ☐

- 9a** List each board member's name and business, financial, or professional relationship with the hospital. Also, identify each board member who is representative of the community and describe how that individual is a community representative. If you operate under a parent organization whose board of directors is not composed of a majority of individuals who are representative of the community you serve, provide the requested information for your parent's board of directors as well.

- 10** Do you operate a facility which is required by a state to be licensed, registered, or similarly recognized as a hospital? Yes ☐ No ☐
If "No," do not complete the rest of Schedule C.

- 10a** Do you conduct a community health needs assessment (CHNA) at least once every three years and adopt an implementation strategy to meet the community health needs identified in the assessment as required by section 501(r)(3)? If "No," explain. Yes ☐ No ☐

- 10b** Do you have a written financial assistance policy (FAP) and a written policy relating to emergency medical care as required by section 501(r)(4)? If "No," explain. Yes ☐ No ☐

Schedule C. Hospitals and Medical Research Organizations (continued)

- 10c** Do you both (1) limit amounts charged for emergency or other medically necessary care provided to individuals eligible for assistance under your FAP to not more than amounts generally billed to individuals who have insurance covering such care, and (2) prohibit use of gross charges as required by section 501(r)(5)? If "No," explain. Yes (No

- 10d** Do you make reasonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary collection actions as required by section 501(r)(6)? If "No," explain. Yes (No

Schedule D. Section 509(a)(3) Supporting Organizations

- 1** List the names, addresses, and EINs of the organizations you support.

- 2** Are all your supported organizations public charities under section 509(a)(1) or (2)? If "Yes," continue to Line 3. Yes (No

- 2a** Are your supported organizations tax exempt under section 501(c)(4), 501(c)(5), or 501(c)(6) and do your supported organizations meet the public support test under section 509(a)(2)? If "No," explain how each organization you support is a public charity under section 509(a)(1) or 509(a)(2). Yes (No

- 3** Which of the following describes your relationship with your supported organization(s)?

A majority of your governing board or officers are elected or appointed by your supported organization(s). (Type I supporting organization)

Your control or management is vested in the same persons who control or manage your supported organization(s). (Type II supporting organization)

One or more of your officers, directors, or trustees are elected or appointed by the officers, directors, trustees, or membership of your supported organization(s), or one or more of your officers, directors, trustees, or other important office holders, are also members of the governing body of your supported organization(s), or your officers, directors, or trustees maintain a close and continuous working relationship with the officers, directors, or trustees of your supported organization(s). (Type III supporting organization)

- 4** Describe how your governing board and officers are selected. If you are a Type III organization, also describe how your officers, directors, or trustees maintain a close and continuous working relationship with the officers, directors, or trustees of your supported organization(s).

Schedule D. Section 509(a)(3) Supporting Organizations (continued)

- 5** Do any persons who are disqualified persons (except individuals who are disqualified persons only because they are foundation managers) with respect to you or persons who have a family or business relationship with any disqualified persons appoint any of your foundation managers? If "Yes," (1) describe the process by which disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons and the foundation managers they appoint, and (3) explain how control is vested over your operations (including assets and activities) by persons other than disqualified persons. Yes ☐ No ☐

- 6** Do any persons who are disqualified persons (except individuals who are disqualified persons only because they are foundation managers) have any influence regarding your operations, including your assets or activities? If "Yes," (1) provide the names of these disqualified persons, (2) explain how influence is exerted over your operations (including assets and activities), and (3) explain how control is vested over your operations (including assets and activities) by individuals other than disqualified persons. Yes ☐ No ☐

- 7** Does your organizing document specify your supported organization(s) by name? Yes ☐ No ☐
If "Yes" and you selected Type I above, continue to Line 8.
If "Yes," and you selected Type II, do not complete the rest of Schedule D.
If "No" and you selected Type III above, amend your organizing document to specify your supported organization(s) by name or you will not meet the organizational test and need to reconsider your requested public charity classification; then continue to Line 8.

- 7a** Does your organizing document name a similar purpose or charitable class of beneficiaries as to your supported organization(s)? If "No," amend your organizing document to specify your supported organization(s) by name, purpose, or class or you will not meet the organizational test and need to reconsider your requested public charity classification. Yes ☐ No ☐

If you selected Type II above, do not complete the rest of Schedule D.

- 8** Do you or will you receive contributions from any person who alone, or combined with family members or an entity at least 35% controlled by that person, controls any of your supported organizations, or will you receive contributions from any family member of, or an entity at least 35% controlled by, any person who controls any of your supported organizations? If "Yes," explain. Yes ☐ No ☐

If you selected Type I above, do not complete the rest of Schedule D.

Schedule D. Section 509(a)(3) Supporting Organizations (continued)

- 9 Do the officers, directors, or trustees of your supported organization have a significant voice in your investment policies, the timing and making of grants, the selection of grant recipients, and in otherwise directing the use of your income or assets? If "Yes," explain. Yes (No

- 10 In each taxable year, do you or will you provide each of your supported organizations with (a) a written notice addressed to a principal officer of the supported organization describing the type and amount of all of the support you provided to the supported organization during the immediately preceding taxable year, (b) a copy of your most recently filed Form 990-series return or notice, and (c) a copy of your governing documents? If "No," explain. Yes (No

- 11 Do you exercise a substantial degree of direction over the policies, programs, and activities of your supported organization(s) and appoint or elect (directly or indirectly) a majority of the officers, directors, or trustees of your supported organization(s)? If "Yes," explain. Yes (No

- 12 Do substantially all of your activities directly further the exempt purposes of one or more supported organizations to which you are responsive by performing the functions of, or carrying out the purposes of, such supported organization(s) and but for your involvement would normally be engaged in by such supported organization(s). If "Yes," explain and do not complete the rest of Schedule D. Yes (No

Schedule D. Section 509(a)(3) Supporting Organizations (continued)

- 13** Do you distribute at least 85% of your annual net income or 3.5% of the aggregate fair market value of all of your non-exempt-use assets (whichever is greater) to your supported organization(s)? If "No," explain. Yes (No

- 13a** How much do you contribute annually to each supported organization?

- 13b** What is the total annual revenue of each supported organization?

- 13c** Do you or the supported organization(s) earmark your funds for support of a particular program or activity? If "Yes," explain. Yes (No

Schedule E. Effective Date

- 1** Are you applying for reinstatement of exemption after being automatically revoked for failure to file required returns or notices for three consecutive years? If "No," continue to Line 2. Yes ☐ No ☐

- 1a** Revenue Procedure 2014-11, 2014-1 C.B. 411, provides procedures for reinstating your tax-exempt status. Select the section of Revenue Procedure 2014-11 under which you want us to consider your reinstatement request.

Section 4. You are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. Do not complete the rest of Schedule E.

Section 5. You are seeking retroactive reinstatement under section 5 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 5, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future.

Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in at least one of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices. Do not complete the rest of Schedule E.

Section 6. You are seeking retroactive reinstatement under section 6 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 6, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future.

Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in each of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices. Do not complete the rest of Schedule E.

Section 7. You are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filing this application. Do not complete the rest of Schedule E.

- 2** Generally, if you did not file Form 1023 within 27 months of formation, the effective date of your exempt status will be the date you filed Form 1023 (submission date). Requests for an earlier effective date may be granted when there is evidence to establish you acted reasonably and in good faith and the grant of relief will not prejudice the interests of the government.

Check this box if you accept the submission date as the effective date of your exempt status. Do not complete the rest of Schedule E.

Check this box if you are requesting an earlier effective date than the submission date.

- 2a** Explain why you did not file Form 1023 within 27 months of formation, how you acted reasonably and in good faith, and how granting an earlier effective date will not prejudice the interests of the Government.

You may want to include the events that led to the failure to timely file Form 1023 and to the discovery of the failure, any reliance on the advice of a qualified tax professional and a description of the engagement and responsibilities of the professional as well as the extent to which you relied on the professional, a comparison of (1) what your aggregate tax liability would be if you had filed this application within the 27-month period with (2) what your aggregate liability would be if you were exempt as of your formation date, or any other information you believe will support your request for relief.

Schedule F. Low-Income Housing

- 1 Describe each facility including the type of facility, whether you own or lease the facility, how many residents it can accommodate, the current number of residents, and whether the residents purchase or rent housing from you.

- 2 Describe who qualifies for your housing in terms of income levels or other criteria and explain how you select residents.

- 3 Do you meet the safe harbor requirements outlined in Revenue Procedure 96-32, 1996-1 C.B. 717, which provides guidelines for providing low-income housing that will be treated as charitable, including for each project that (a) at least 75 percent of the units are occupied by residents that qualify as low-income and (b) either at least 20 percent of the units are occupied by residents that also meet the very low-income limit for the area or 40 percent of the units are occupied by residents that also do not exceed 120 percent of the area's very low-income limit, and less than 25 percent of the units are provided at market rates to persons who have incomes in excess of the low-income limit?

Yes ☐ No ☐

- 4 Is your housing affordable to low-income residents? If "Yes," describe how your housing is made affordable to low-income residents.

Yes ☐ No ☐

- 5 Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions.

☐ Yes ☐ No

Schedule F. Low-Income Housing *(continued)*

- 6 In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. Yes (No

- 7 Do you provide social services to residents? If "Yes," describe these services. Yes (No

- 8 Do you participate in any government housing programs? If "Yes," describe these programs. Yes (No

Schedule G. Successors to Other Organizations

- 1** List the name, last address, and EIN of your predecessor organization and describe its activities.

- 2** List the owners, partners, principal stockholders, officers, and governing board members of your predecessor organization. Include their names, addresses, and share/interest in the predecessor organization (if for-profit).

- 3** Are you a successor to a for-profit organization? If "Yes," explain your relationship with the predecessor organization that resulted in your creation and explain why you took over the activities or assets of a for-profit organization or converted from for-profit to nonprofit status; continue to Line 4.

Yes (No

- 3a** Explain your relationship with the other organization that resulted in your creation and why you took over the activities or assets of another organization.

Schedule G. Successors to Other Organizations (continued)

- 4 Do or will you maintain a working relationship with any of the persons listed in question 2 or with any for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the relationship. Yes ☐ No ☐

- 5 Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof and describe any restrictions that were placed on the use or sale of the assets. Yes ☐ No ☐

- 6 Were any debts or liabilities transferred from the predecessor for-profit organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. Yes ☐ No ☐

- 7 Will you lease or rent any property or equipment to or from the predecessor organization or any persons listed in Line 2 or a for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the arrangement(s) including how the lease or rental value was determined. Yes ☐ No ☐

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures**Section I Public charities and private foundations complete lines 1 through 8 of this section.**

- 1 Describe the types of educational grants you provide to individuals, such as scholarships, fellowships, loans, etc., including the purpose, number and amount(s) of grants, how the program is publicized, and if you award educational loans, the terms of the loans.

- 2 Do you maintain case histories showing recipients of your scholarships, fellowships, educational loans, or other educational grants, including names, addresses, purposes of awards, amount of each grant, manner of selection, and relationship (if any) to officers, trustees, or donors of funds to you? If "No," explain. Yes (No

- 3 Describe the specific criteria you use to determine who is eligible for your program (for example, eligibility selection criteria could consist of graduating high school students from a particular high school who will attend college, writers of scholarly works about American history, etc.).

- 4 Describe the specific criteria you use to select recipients (for example, specific selection criteria could consist of prior academic performance, financial need, etc.).

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures *(continued)*

- 5 Describe any requirement or condition you impose on recipients to obtain, maintain, or qualify for renewal of a grant (for example, specific requirements or conditions could consist of attendance at a four-year college, maintaining a certain grade point average, teaching in public school after graduation from college, etc.).

- 6 Describe your procedures for supervising the scholarships, fellowships, educational loans, or other educational grants. Explain whether you obtain reports and grade transcripts from recipients, or you pay grants directly to a school under an arrangement whereby the school will apply the grant funds only for enrolled students who are in good standing. Also, describe your procedures for taking action if the terms of the award are violated.

- 7 How do you determine who is on the selection committee for the awards made under your program?

- 8 Are relatives of members of the selection committee, or of your officers, directors, or substantial contributors eligible for awards made under your program? If "Yes," what measures do you take to ensure unbiased selections?

Yes (No

Do not complete the rest of Schedule H. If you are a private foundation, you will be directed to complete Section II of Schedule H later in the application.

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures *(continued)***Section II Private foundations complete lines 1 through 7 of this section. Public charities do not complete this section.**

- 1** As a private foundation, do you want this application to be considered as a request for advance approval of grant making procedures? Yes (No

If "No," do not complete the rest of Schedule H.

- 1a** Check the box(es) indicating under which section(s) you want your grant making procedures to be considered.

4945(g)(1) - Scholarship or fellowship grant to an individual for study at an educational institution

4945(g)(3) - Other grants, including loans, to an individual for travel, study, or other similar purposes, to enhance a particular skill of the grantee or to produce a specific product

- 2** Do you represent that you will (1) arrange to receive and review grantee reports annually and upon completion of the purpose for which the grant was awarded, (2) investigate diversions of funds from their intended purposes, and (3) take all reasonable and appropriate steps to recover diverted funds, ensure other grant funds held by a grantee are used for their intended purposes, and withhold further payments to grantees until you obtain grantees' assurances that future diversions will not occur and that grantees will take extraordinary precautions to prevent future diversions from occurring? Yes (No

- 3** Do you represent that you will maintain all records relating to individual grants, including information obtained to evaluate grantees, identify whether a grantee is a disqualified person, establish the amount and purpose of each grant, and establish that you undertook the supervision and investigation of grants described in Line 2? Yes (No

- 4** Do you or will you award scholarships, fellowships, and educational loans to attend an educational institution based on the status of an individual being an employee of a particular employer? Yes (No

If "No," do not complete the rest of Schedule H.

- 5** Will you comply with the seven conditions and either the percentage tests or facts and circumstances test for scholarships, fellowships, and educational loans to attend an educational institution as set forth in Revenue Procedures 76-47, 1976-2 C.B. 670, and 80-39, 1980-2 C.B. 772, which apply to inducement, selection committee, eligibility requirements, objective basis of selection, employment, course of study, and other objectives? Yes (No

- 6** Do you or will you provide scholarships, fellowships, or educational loans to attend an educational institution to employees of a particular employer? If "No," continue to Line 7. Yes (No

- 6a** Will you award grants to 10% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? Yes (No

- 7** Do you provide scholarships, fellowships, or educational loans to attend an educational institution to children of employees of a particular employer? Yes (No

If "No," do not complete the rest of Schedule H.

- 7a** Will you award grants to 25% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? Yes (No

If "Yes," do not complete the rest of Schedule H.

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures *(continued)*

- 7b** Will you award grants to 10% or fewer of the number of employees' children who can be shown to be eligible for grants (whether or not they submitted an application) in that year, as provided by Revenue Procedures 76-47 and 80-39? If "Yes," describe how you will determine who can be shown to be eligible for grants without submitting an application, such as by obtaining written statements or other information about the expectations of employees' children to attend an educational institution; do not complete the rest of Schedule H.

Yes (No

- 7c** Will you award grants based on facts and circumstances that demonstrate that the grants will not be considered compensation for past, present, or future services or otherwise provide a significant benefit to the particular employer? If "Yes," describe the facts and circumstances you believe will demonstrate that the grants are neither compensatory nor a significant benefit to the particular employer. In your explanation, describe why you cannot satisfy either the 25% test or the 10% test in questions 7a and 7b.

Yes (No

Connections Learning Lab
EIN # 99-2642463

Organizing document:

Filed by Corporations Division Administrator Filing Number: 224799905050 Date: 04/12/2024



Form Revision Date 07/2016

ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

CONNECTIONS LEARNING LAB

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The Corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, 26 USC §501 (the "Code"), and more specifically, to advance the educational and general welfare for children of all abilities by providing support, enrichment, and academic resources through individual and group tutoring, camps, clubs and programs.

Notwithstanding any other provision of these articles, the Corporation shall not carry on any activity not permitted to be carried on by an organization described in the Code.

No substantial part of the activities of the Corporation shall be to carry on propaganda or otherwise attempt to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or against any candidate for public office.

ARTICLE III

The Corporation is formed upon ☒ basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):
none

The description and value of its personal property assets are (if none, insert "none"):
none

The corporation is to be financed under the following general plan:

The Corporation is to be financed by grants, donations, fundraisers and fees for services rendered.

The Corporation is formed on a ☒ basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: KATIE TEAL

2. Street Address:

Apt/Suite/Other:

City:

State:

MI

Zip Code:

Connections Learning Lab
EIN # 99-2642463

Organizing document:

3. Registered Office Mailing Address:

P.O. Box or Street

Address:

Apt/Suite/Other:

City:

State:

Zip Code:

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
KATIE TEAL	
AMIE OLIVEIRA	

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI:

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL BE DISTRIBUTED TO, OR INURE TO THE BENEFIT OF ANY DIRECTOR OR OFFICER OF THE CORPORATION, ANY DONOR, OR ANY INDIVIDUAL PERSON. HOWEVER, THE CORPORATION IS AUTHORIZED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE DISTRIBUTIONS AND PAYMENTS IN FURTHERANCE OF THE CORPORATION'S EXEMPT PURPOSE AS SET FORTH IN ARTICLE II.

ARTICLE VII:

A DIRECTOR OR VOLUNTEER OFFICER OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR VOLUNTEER OFFICER. HOWEVER, THIS PROVISION DOES NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR OR VOLUNTEER OFFICER FOR ANY OF THE FOLLOWING:

THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED;

INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS;

A VIOLATION OF SECTION 551 OF THE ACT;

AN INTENTIONAL CRIMINAL ACT; OR

A LIABILITY IMPOSED UNDER SECTION 497(A) OF THE ACT.

THE CORPORATION HEREBY ASSUMES ALL LIABILITY TO ANY PERSON, OTHER THAN THE CORPORATION OR ITS MEMBERS, FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR INCURRED IN THE GOOD-FAITH PERFORMANCE OF THE DIRECTOR'S DUTIES. PURSUANT TO SECTION 541(6) OF THE ACT, A CLAIM FOR MONETARY DAMAGES FOR A BREACH OF A VOLUNTEER DIRECTOR'S DUTY TO ANY PERSON OTHER THAN THE CORPORATION OR ITS MEMBERS SHALL NOT BE BROUGHT OR MAINTAINED AGAINST THE VOLUNTEER DIRECTOR, BUT SUCH CLAIM SHALL BE BROUGHT OR MAINTAINED AGAINST THE CORPORATION, WHICH SHALL BE LIABLE FOR A BREACH OF THE VOLUNTEER DIRECTOR'S DUTY.

IN ADDITION TO THE CORPORATION'S ASSUMPTION OF LIABILITY IN SECTION 2 ABOVE, THE CORPORATION ALSO ASSUMES LIABILITY FOR ALL ACTS OR OMISSIONS OF EACH VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, AND ANY OTHER VOLUNTEER THAT OCCUR ON OR AFTER THE EFFECTIVE DATE OF THESE ARTICLES, IF ALL OF THE FOLLOWING ARE MET:

THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY.

THE VOLUNTEER WAS ACTING IN GOOD FAITH.

THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT.

THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956.

THE TERMS "VOLUNTEER" AND "VOLUNTEER DIRECTOR" SHALL HAVE THE SAME DEFINITIONS AS SET FORTH IN SECTION 110 OF THE ACT.

THE TERM "VOLUNTEER OFFICER" SHALL MEAN AN INDIVIDUAL WHO HAS BEEN ELECTED OR APPOINTED AS AN OFFICER OF THE CORPORATION (PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER, OR OTHER OFFICER POSITION IDENTIFIED IN THE CORPORATION'S BYLAWS) AND WHO DOES NOT RECEIVE COMPENSATION OR OTHER CONSIDERATION FOR SERVICES PROVIDED IN HIS OR HER CAPACITY AS AN OFFICER OF THE CORPORATION, OTHER THAN REIMBURSEMENT FOR EXPENSES ACTUALLY INCURRED.

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Organizing document:

ARTICLE VIII

ON DISSOLUTION OF THE CORPORATION, ALL OF THE CORPORATION'S NET ASSETS SHALL BE DISTRIBUTED TO SUCH ORGANIZATION OR ORGANIZATIONS EXEMPT WITHIN THE MEANING OF THE CODE, OR TO A FEDERAL, STATE OR LOCAL GOVERNMENT FOR A PUBLIC PURPOSE, AS DETERMINED BY THE BOARD OF DIRECTORS. ANY ASSETS NOT SO DISPOSED OF, FOR WHATEVER REASON, SHALL BE DISTRIBUTED BY THE OAKLAND COUNTY CIRCUIT COURT TO SUCH ORGANIZATION(S): (A) THAT THE COURT DETERMINES IS EXEMPT WITHIN THE MEANING OF THE CODE, OR (B) TO A FEDERAL, STATE OR LOCAL GOVERNMENT.

Signed this 11th Day of April, 2024 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Katie Teal	Incorporator	
Amie Oliveira	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

Connections Learning Lab
EIN # 99-2642463

Organizing document:

Filed by Corporations Division Administrator Filing Number: 224799905050 Date: 04/12/2024

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

CONNECTIONS LEARNING LAB

ID Number: 803181906

received by electronic transmission on April 11, 2024 ***, is hereby endorsed.***

Filed on April 12, 2024 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of April, 2024.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Connections Learning Lab
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Bylaws of
Connections Learning Lab

Article I
Corporate Name and Offices; Purposes

Section 1. Corporate Name. The name of the corporation is Connections Learning Lab, referred to herein as Connections Learning Lab or Corporation.

Section 2. Initial Principal Office. The Corporation's principal office may be at such a place within the state of Michigan as the board of directors may determine from time to time. The Corporation's initial Principal Office shall be located at 70 Sonoma Ave. Hazel Park, MI 48030

Section 3. Other Offices. The board of directors may establish other offices in the state of Michigan.

Section 4. Purposes. The Corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, 26 USC §501 (the "Code"), and more specifically, to advance the educational and general welfare for children of all abilities by providing support, enrichment, and academic resources through individual and group tutoring, camps, clubs and programs. Notwithstanding any other provision of these articles, the Corporation shall not carry on any activity not permitted to be carried on by an organization described in the Code. No substantial part of the activities of the Corporation shall be to carry on propaganda or otherwise attempt to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or against any candidate for public office.

Section 5. Nonprofit Operation. The Corporation shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code as a nonprofit corporation. No part of the net earnings of the Corporation shall be distributed to, or inure to the benefit of any individual person. However, the Corporation is authorized to pay reasonable compensation for services rendered and to make distributions and payments in furtherance of the Corporation's exempt purpose as set forth in Section 4 of this Article I. On dissolution of the Corporation, all of the Corporation's net assets shall be distributed to such organization or organizations exempt within the meaning of the Code, or to a federal, state or local government for a public purpose, as determined by the board of directors. Any assets not so disposed of, for whatever reason, shall be distributed by the Oakland County Circuit Court to such organization(s): (a) that the court determines is exempt within the meaning of the Code, or (b) to a federal, state or local government.

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Bylaws continued:
Article II
Board of Directors

Section 1. General Powers. The management of Connections Learning Lab shall be vested in a volunteer Board of Directors. The Board of Directors shall supervise and control the business and affairs of the organization. The Corporation is organized on a nonstock, directorship basis and, except as otherwise provided by law, all matters which are subject to membership vote or other action in the case of a Michigan nonprofit membership corporation, shall be approved by action of the Board of Directors. The board may hold or dispose of property, real or personal, as may be given, devised, or bequeathed to it or entrusted to its care and keeping, and may purchase, acquire, and dispose of such property as may be necessary to carry out the purposes and programs of the Corporation.

Section 2. Number. The Board shall not consist of less than 3 or more than 11 persons.

Section 3. Qualification as a Director. The Corporation is committed to a culture of diversity and inclusion. The Corporation will endeavor to have a board that is diverse, reflective of the educational community, and that possesses the necessary skill sets to assure that Connections Learning Lab can effectively meet its purpose.

Section 4. Duties. Members of the board of directors owe a legal fiduciary duty to the Corporation and shall act only in Connections Learning Lab's best interest. The board shall act as a body; no individual director may speak or act on behalf of the board unless authorized by the board. Board members shall respect the confidentiality of board deliberations and shall support decisions voted by the board even when the board member dissented in the vote.

Section 5. Annual Meeting. An annual meeting shall be held each year in the first quarter of the fiscal year or at another time and date agreed upon by the board, at which an election of new directors will be held. If the annual meeting is not held during the first quarter of the fiscal year, the board shall cause the meeting to be held as soon thereafter as is convenient.

Section 6. Term of Office. Directors shall hold office for three years, or until their successors are elected unless, prior to then, they have resigned or been removed from office. Terms shall be staggered so that, as nearly as possible, an equal number of terms shall expire each year. Each new directorship's initial term shall be identified when the new directorship is established. Any initial term that is less than 3 years shall not be included in the determination of whether a director is barred by term limits from serving an additional term.

Section 7. Term Limits. No director shall serve more than two consecutive three-year terms, unless agreed upon by the majority of the board. Members of the Board of Directors must retire from active leadership on the board for at least one year after serving two consecutive three-year terms. Notwithstanding the foregoing, a board member serving in a role of significant

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Bylaws continued:

importance to Connections Learning Lab, such as a liaison to secure a major grant, may be elected to serve on an annual basis without term limit.

Section 8. Regular Meetings. Regular meetings of the board may be held at the time and place as determined by resolution of the board without notice other than the resolution.

Section 9. Special Meetings. Special meetings of the board may be called by the president/board chair or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least three days before the meeting.

Section 10. Notice of Meetings. Whenever notice is required, it shall be given in writing by first-class mail or courier service, express or overnight delivery with postage prepaid to the recipient, or by facsimile transmission or electronic mail, at his or her address (or by facsimile number or e-mail address) as it appears on the records of the corporation. A director may supply an address for the purpose of notice. Notice shall specify the place, day and hour of the meeting and any other information which may be required. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting. Notice shall be deemed to have been given when deposited in the United States mail or with a courier service, or in the case of facsimile transmission or electronic mail when dispatched.

Section 11. Waiver of Notice. The attendance of a director at a board meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

Section 12. Meeting by Telephone or Similar Equipment. Directors may participate in and act at any meeting of the board or its committees through the use of a telephone conference or other similar communications equipment, by means of which all persons participating in the meeting can communicate with each other. Participation by this method shall constitute attendance and presence in person at the meeting of the person(s) so participating.

Section 13. Quorum. At any meeting of the directors of the Corporation, a majority of all directors then in office shall constitute a quorum for the transaction of any business. Actions voted on by a majority of the directors present at a duly convened meeting at which a quorum is present shall constitute authorized actions of the board, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

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Bylaws continued:

Section 14. Vote. Unless a director is an ex-officio board member, in which case such ex-officio member shall not be entitled to vote on any Corporation business, every director shall be entitled to one vote. Voting by proxy is not permissible. Unless otherwise provided in these Bylaws, a vote of the majority of the board at a duly convened meeting shall be binding.

Section 15. Action by Unanimous Written Consent. Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the board's proceeding.

Section 16. Removal from Office. A director may be removed from office with or without cause, by the affirmative vote of a majority of the directors then in office, whenever in their judgment the best interests of the Corporation will be served. A co-founding officer may be removed with a vote by the majority of the directors and the remaining co-founders.

Section 17. Resignation from Office. Any director or officer may resign at any time by giving written notice to the Board's President/Chair or his/her designee. Any such resignation shall be effective upon receipt of the resignation or at a later time as specified in the notice of resignation.

Section 18. Vacancies. A vacancy on the board may be filled with a person selected by the remaining directors of the board.

Section 19. Attendance Policy. The Corporation's board is an active, working board and attendance, absent an excuse accepted by the board, is mandatory. Three unexcused absences within a twelve month period will entitle the board to remove such member or officer from the board for cause.

Article III
Officers of the Board

Section 1. Officers. The officers of the Corporation shall be appointed by the board. The officers shall be a president, a secretary, and a treasurer. There may also be such other officers as the board deems appropriate. The president and secretary shall be voting members of the board, but the treasurer need not be. The offices of secretary and treasurer may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law.

Section 2. Election and Terms of Office. All officers shall be elected by a majority of the board members at the annual meeting. Each officer shall hold office until a successor is appointed and

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Bylaws continued:

qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

Section 3. President's Duties. The President shall be the chief policy officer of the Corporation, and shall have the full authority to severally effectuate the actions, resolutions, and policies of the Board of Directors. The President shall preside at all meetings of the Board of Directors, and shall be privileged to attend and to participate in the meetings of all committees of the Board.

Section 4. Vice President's Duties. The Vice President, if any, shall have the power to perform duties that may be assigned by the President or the board. If the President is absent or unable to perform his or her duties, the Vice President shall perform the President's duties until the board directs otherwise. The Vice President shall perform all duties incident to the office.

Section 5. Secretary's Duties. The Secretary shall (a) keep minutes of board meetings; (b) be responsible for providing notice to each director as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and director; and (e) perform all duties incident to the office and other duties assigned by the President or the board. The Secretary, together with the President, shall execute such legal papers, documents, or instruments as authorized by the Board of Directors.

Section 6. Treasurer's Duties. The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation at such depositories in the corporation's name that may be designated by the board; (d) complete all required corporate filings; (e) provide regular financial reports to the board and (f) perform all duties incident to the office and other duties assigned by the President or the board.

Article IV

Committees and Task Forces

Section 1. Establishment of Committees. The board, by resolution adopted by a vote of a majority of its directors, may designate one or more committees or task forces, each consisting of one or more directors. All committees designated by the board shall serve at the pleasure of the board. Committees and/or task forces may also be composed of persons who are not directors. Committees and task forces have only such authority as they are given by the board and have no authority to bind the Corporation.

Section 2. General Powers. A committee or task force designated by the board may exercise any powers of the board in managing the corporation's business and affairs to the extent provided by resolution of the board. However, no committee or task force shall have the power to:

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- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or conversion;
- (c) amend the bylaws of the Corporation;
- (d) fill vacancies on the board;
- (e) fix compensation of the directors for serving on the board or on a committee;
- (f) recommend to the directors or officers the sale, lease, or exchange of all or substantially all of the Corporation's property and assets;
- (g) recommend to the directors a dissolution of the Corporation or revocation of a dissolution;
- (h) terminate directors or officers of the Corporation; or
- (i) enter into contracts or other legal obligations that bind the Corporation.

Section 3. Committee/Task Force Meetings. Committees or task forces shall meet as directed by the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

Section 4. Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee or task force may be taken without a meeting if, before or after the action, all members of the committee or task force consent to the action in writing. Written consents shall be filed with the minutes of the committee's or task force's proceedings.

Article V

Employment of Personnel

Section 1. Personnel. The Corporation shall employ Co-Executive Directors and may employ such other personnel or contract with outside service providers as deemed necessary by the board of directors. Such other personnel may include, but is not limited to, administrative staff, educators, support staff, legal counsel and maintenance staff.

Section 2. Co-Executive Director Responsibilities. The Co-Executive Directors shall be the chief executive officers of the corporation and, as such, shall have immediate and overall supervision of the operations of the Corporation, and shall severally direct the day-to-day business of the Corporation; maintain the properties of the Corporation; execute and deliver all documents; and

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Bylaws continued:

perform such additional duties as may be directed by the Board of Directors. Nothing in these Bylaws or the articles of incorporation of the Corporation shall be construed to require more than one Co-Executive Director to execute or approve any paper, agreement, certificate, document, instrument or action that the Corporation may take, provided that paper, agreement, certificate, document, instrument or action does not regard a decision that is required by these Bylaws or the articles of incorporation of the Corporation or applicable laws to be approved by the Board of Directors of the Corporation. In the event the Co-Directors are unable to agree upon any matter, such matter shall be submitted to the Board of Directors for resolution. No officer, committee member or member of the Board of Directors other than the President may individually instruct the Co-Executive Directors or any other employee. The Co-Executive Directors shall make such reports at the Board and committee meetings as shall be required by the President or the Board.

Section 3. Hiring and Firing Co-Executive Directors. The Co-Executive Directors may be hired at any meeting of the Board of Directors by a majority vote and shall serve until removed by the Board of Directors upon an affirmative unanimous vote of the members present and the other co-founding officer at any meeting of the Board Directors. Such removal may be with or without cause, provided that any such removal shall be in accordance with the terms and conditions of any employment agreement between the Corporation and such removed Co-Executive Director then in effect.

Article VI

Financial Management and Fiscal Controls

Section 1. Internal Controls. The Board of Directors shall establish such internal fiscal policies and controls as are necessary to assure the protection of the Corporation's assets.

Section 2. Check Signing Authority. All checks over the amount of \$2,500 shall, in the normal course of operations, require approval of both the Treasurer and the President of the board. If either the President or Treasurer is not available to provide approval, either the Vice President or the Secretary may serve as the second approving party.

Section 3. Deposits. All funds of the Corporation shall be deposited in such depositories as the Board of Directors may determine. Separate accounts that are not under the control of the board are prohibited.

Section 4. Financial Reports. The Board of Directors shall regularly review the financial condition of the Corporation and shall seek such information from its accountants and auditors as will allow it to have a full understanding of the fiscal health of the organization.

Section 5. Fiscal Accountability. The Board of Directors has the legal and fiduciary responsibility to exercise due care and prudence in the financial affairs of the organization. It

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Bylaws continued:

shall exercise appropriate stewardship, including the purchase of insurance protection. Connections Learning Lab is a non-profit public charity, and its assets must be protected so that it may continue to serve the community into the future.

Section 6. Corporate Document Procedure. No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.

Article VII
Indemnification

Section 1. Indemnification. Each person who is or was a director, officer, or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation, as a director, officer, partner, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent, authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

Article VIII
Conflict of Interest

All directors and officers shall sign a conflicts of interest policy, shall follow the process for recusal outlined in that policy, shall annually disclose potential conflicts of interest in writing and shall report all potential conflicts that occur during the year for review by the board of directors. The Corporation may enter into a contract directly or indirectly with a director for the provision of goods or services to the Corporation, if such contract is in the best interest of the Corporation, on fair and reasonable terms, the director's interest is disclosed or known to the board of directors, and the contract is authorized by a vote of the board of directors sufficient for the purpose without counting the vote of any interested director.

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Bylaws continued:

ARTICLE IX

Compensation

Directors will serve without compensation, but may be reimbursed for actual, reasonable and necessary expenses incurred by a director in his or her capacity as a director. However, nothing in this article shall preclude a director from, when authorized by the board, being reasonably compensated for services rendered to the corporation as an employee, agent, or independent contractor.

ARTICLE X

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the corporation shall end on December 31 of each year.

Section 2. Loans and Guarantees. The Corporation shall not provide loans to or guarantee obligations of an officer or director of the Corporation.

Section 3. Interpretation. These Bylaws are subject to the provisions of the Michigan Nonprofit Corporation Act and the Articles of Incorporation of Connections Learning Lab, as amended. If any provision in these Bylaws is inconsistent with a provision of state law or the Articles of Incorporation, the provision of the state law or the Articles of Incorporation shall control to the extent of such inconsistency.

Section 4. Amendments. The Board of Directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws, by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the board.

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Bylaws continued:

CONNECTIONS LEARNING LAB
ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing bylaws, consisting of 9 preceding pages, as the bylaws of this corporation.

Dated: 9/13/2024

Robert H Brender
Ashley M [Signature]
Anne [Signature]
Amie E Oliveira
Katie L Teal

Connections Learning Lab
EIN # 99-2642463

Statement 1 – Form 1023, Part IV, Narrative Description of Activities: Line 1

Background: Connections Learning Lab (CLL) was founded in Troy, MI by two former public school educators who identified a critical gap in academic support for children, both typical and neuro-divergent, outside of the traditional public education system. Drawing from their diverse backgrounds and experiences across various grade levels, the founders- Katie Teal and Amie Oliviera- set out to create an organization dedicated to advancing the educational and general welfare of children.

CLL's mission is to provide educational services to children of all abilities. This will be implemented by providing a comprehensive range of educational support, enrichment, and academic resources through individual and group tutoring, STEAM enrichment, camps, clubs, and programs. CLL is committed to using research-based curricula that have demonstrated success in math, reading, and writing instruction. Recognizing that falling behind in these fundamental areas by the 4th grade significantly hinders educational progress and future employment opportunities, CLL aims to address this issue head-on. According to the National Center for Education Statistics, 44% of students were behind in at least one subject when they began the 2023/2024 school year. By establishing a non-profit organization focused on the holistic development of children and extending educational services, CLL seeks to fulfill a vital community need and support the educational growth of children of all abilities.

Past Activities:

This organization was recently established and has no past activities to present.

Present and Future Activities:

Connections Learning Lab conducts four primary activities for students in grades K-6 on a year-round basis: the academic tutoring programs (group and individual); the enrichment program; the summer camps program; and clubs. CLL plans to expand services to grades K-12 within the next five years. Several programs and academic services will be sought after through donations and grant writing. These include:

- Seeking additional space to increase the number of children served
- Academic tutoring for grades 7-12
- Additional clubs such as language, music and arts
- Alliance with unrelated therapy groups such as speech, occupational therapy, Applied Behavior Analysis (ABA), and mental health services.

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Statement 1 – Form 1023, Part IV, Narrative Description of Activities: Line 1 (continued)

Academic tutoring programs: Our tutoring programs (group and individual) provide support for children of all abilities through targeted instruction in math, reading, writing and skill development. These programs are focused on filling the academic gaps a child might have and building and reinforcing skills that are essential to their learning. Groups and individuals meet 1-4 times per week to target these skills and to work towards mastery on their specific goals. Children are assessed on their math and reading skills and then are placed into a group based on their academic level. Children receiving individual tutoring are similarly assessed on their academic skills in the area of need and targeted instruction is provided from a trained tutor. Currently, we are servicing 27 children in academic tutoring at the time of submission. The fees for the tutoring services are determined using sliding scales with discounts offered to families based on financial need.

In the future, we aspire to expand our services to children in middle and high school grades. We want our current families to grow with us as their children age and CLL strives to provide this support. As children move up grade levels, the work becomes more challenging, and we know there is a need for family support with these subjects. With this we also realize that we will need more space to provide these services. We will be actively seeking additional space to be able to provide these services.

- Who conducts the service? Approximately 5 trained educators/volunteers
- Location: CLL's Learning Center in Troy, MI
- Approximately 65% of our total time is allocated to the academic tutoring program.
- Funding: The academic tutoring program is funded through program fees. 70% of our expenses are allocated to the academic tutoring program.
- The academic tutoring program furthers our exempt purpose by enhancing learning opportunities for children who struggle academically within the community. CLL's services are designed to support students throughout their academic journey, ensuring they have access to high-quality instruction regardless of their academic ability and financial resources. By focusing on early intervention and targeted support, our program aims to address and bridge the learning gap, ultimately fostering improved educational outcomes for all students.

Enrichment program: The enrichment program occurs once a week and is dedicated to providing children with engaging, hands-on lessons in science, technology, engineering, arts and music (STEAM), and the maker station. The program is designed to ignite children's

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Statement 1 – Form 1023, Part IV, Narrative Description of Activities: Line 1 (continued)

imaginations by encouraging them to use various materials to approach challenges in ways that suit their creativity and problem-solving styles.

Maker station is a space for creative exploration and design where students can use open-ended objects to create new things. In the enrichment program, maker station features a rotating series of monthly challenges, to serve as a guide to get children started. They also have the opportunity to complete a free choice challenge. These allow students to think critically and innovatively while working with a wide range of materials. In STEAM, children take on versatile and interactive experiments that deepen their understanding of science, technology, engineering, art, and math. Through these activities, students explore the scientific method and the engineering design process, applying both to solve real-world problems. Art lessons provide a platform for children to unleash their creativity by exploring a variety of artistic mediums. Whether it's painting, sculpting, or crafting, students are encouraged to think outside the box and express their imagination through their artwork. The fees for the enrichment program are determined using sliding scales with discounts offered to families based on financial need.

This dynamic blend of STEAM and creative design through the maker station ensures that the enrichment program is both educational and fun, fostering curiosity, creativity, and a love of learning. We are currently serving 22 children in our enrichment program at the time of submission.

- Who conducts the service? CLL teachers, currently Amie Oliviera and Katie Teal
- Location: CLL Learning Center- Troy, MI
- Approximately 10% of our total time is allocated to the enrichment program.
- Funding: The enrichment program is funded through program fees. 5% of our expenses are allocated to the enrichment program.
- The enrichment program furthers our exempt purposes by offering children valuable educational experiences, going beyond the standard curricula. Students are encouraged to use problem solving skills and hands-on learning which foster innovation and technical skills, contributing to educational growth. Exposing children to different opportunities to explore science, technology, engineering, art and math nurtures critical thinking skills, enhances scientific literacy and cultivates the next generation of problem solvers. The enrichment program helps build essential skills that will benefit children in their academic journeys and future careers.

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Statement 1 – Form 1023, Part IV, Narrative Description of Activities: Line 1 (continued)

Clubs: Connections Learning Lab has entered into collaborative relationships with other organizations in order to carry out our mission. These relationships with other organizations are not meant to imply a partnership as a form of corporate formation. It is our goal to create long-lasting mutually beneficial relationships with other area organizations to enhance programming and community connection. These groups include Snapology of Troy, which offers STEAM opportunities to children ages 5-9 who attend our current tutoring or camp programs and from within our community. We also partner with Leisure Unlimited, who offers beginner physical education classes for children ages 5-10 in our current tutoring or camp programs and from within our community. Our partnership with Arise Counseling Center is designed to provide free and low cost mental health and social group courses for children and families. This will target social emotional wellbeing and will contribute to the success of the whole child. Children will work on making friends, healthy communication, perspective talking, and identifying good choices in social settings. Studies show that teaching social-emotional learning (SEL) skills, help to improve academics, create positive environments and reduce negative social behaviors. According to National University, students who participated in SEL programs saw an 11 percentile increase in their overall grade and better attendance. Discounts are offered for all clubs to families with a financial need.

In the future, CLL plans to offer additional clubs for children such as language, music, and art. We believe in the power of expression and know that it is important for children to be exposed to a variety of activities. Additionally, we consider our families, volunteers, members, supporters and donors as partners in bringing services to students of all abilities.

- Who conducts the service? Trained employees of each partner organization
- Location: CLL Learning Center- Troy, MI
- Approximately 10% of our total time is allocated to clubs.
- Funding: The clubs are funded either through program fees or are offered free to community members through our partnerships with other organizations in the community. 15% of our expenses are allocated to the clubs.
- Clubs significantly further our exempt purposes by creating additional avenues for personal growth, social interaction, and skill development among children. Clubs provide a structured environment where students can explore interests beyond the standard curriculum, build teamwork and leadership skills, and engage in activities that enhance their overall development. These extracurricular opportunities complement academic tutoring by fostering a well-rounded educational experience, promoting creativity, and

Connections Learning Lab
EIN # 99-2642463

Statement 1 – Form 1023, Part IV, Narrative Description of Activities: Line 1 (continued)

encouraging lifelong learning. Offering clubs supports our mission to advance the educational and general welfare of all children in the community.

Summer camp program: CLL's summer camp program provides families with enriching and recreational opportunities during the school break, running for 6 to 8 weeks and featuring a diverse array of topics and activities. Held three times per week in 3-hour blocks, the camp offers a dynamic environment where children can engage in interactive learning experiences and explore new interests. This unique setting not only helps to prevent summer learning loss but also supports the development of social skills and personal growth. By combining educational content with recreational activities, CLL's summer camp fosters a well-rounded experience for all participants. Families with financial need are offered sliding scales and discounted fees for the summer camp program.

- Who conducts the service? CLL teachers, currently Amie Oliviera and Katie Teal
- Location: CLL Learning Center- Troy, MI
- Approximately 15% of our total time is allocated to the summer camp program.
- Funding: The summer camp program is funded through program fees. 10% of our expenses are allocated to the summer camp program.
- Summer camp programs further our exempt purposes by extending educational support and enrichment opportunities during the crucial out-of-school months. By offering a structured and engaging environment our summer camps help bridge the gap between school years, mitigating summer learning loss and keeping children intellectually stimulated.

Partnerships with therapy groups:

Many children who need additional academic support also need different therapies such as speech, occupational therapy (OT), Applied Behavior Analysis (ABA) for students with Autism, and mental health services. Parents often don't know where to start to receive these services and/or drive their children to multiple places seeking these types of therapies. Creating community partnerships with these types of groups would greatly benefit the families we serve and anyone within our community looking for similar treatment options for their children. Being able to refer out to partners will be beneficial to families in need.

Connections Learning Lab
EIN # 99-2642463

Statement 2 – Form 1023, Part VI, Financial Data:

A. Statement of Revenues and Expenses:

Line #9 – Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes:

Current tax year - From 04/12/2024 to 12/31/2024

Tutoring service fees	\$ 55,000
Clubs program fees	\$ 350
Enrichment program fees	\$ 4,068
Camps program fees	\$ 0
Total Line 9	\$59,418

1st Succeeding tax year – From 1/01/2025 to 12/31/2025

Tutoring service fees	\$ 124,150
Clubs program fees	\$ 2,000
Enrichment program fees	\$ 9,153
Camps program fees	\$ 15,000
Total Line 9	\$ 150,303

2nd Succeeding tax year – From 1/01/2026 to 12/31/2026

Tutoring service fees	\$ 135,715
Clubs program fees	\$ 3,000
Enrichment program fees	\$ 11,291
Camps program fees	\$ 17,000
Total Line 9	\$ 167,006

Connections Learning Lab
EIN # 99-2642463

Statement 2 – Form 1023, Part VI, Financial Data (continued):

A. Statement of Revenues and Expenses:

Line #23 – Any expense not otherwise classified, such as program services

Current tax year – From 04/12/2024 to 12/31/2024

Website/domain	\$ 600
Payroll Taxes	\$ 1,512
Insurance expense	\$ 240
Printing	\$ 400
Office Supplies	\$ 500
Technology	\$ 3,000
Curriculum	\$ 800
Professional Development	\$ 400
Total Line 23	\$7,452

1st Succeeding tax year – From 1/01/2025 to 12/31/2025

Website/domain	\$ 600
Payroll Taxes	\$ 9,800
Insurance expense	\$ 2,500
Printing	\$ 600
Office Supplies	\$ 1,000
Technology	\$ 3,000
Curriculum	\$ 500
Professional Development	\$ 2,500
Total Line 23	\$20,500

Connections Learning Lab
EIN # 99-2642463

Statement 2 – Form 1023, Part VI, Financial Data (continued):

A. Statement of Revenues and Expenses:

**Line #23 – Any expense not otherwise classified, such as program services
(continued)**

2nd Succeeding tax year – From 1/01/2026 to 12/31/2026

Website/domain	\$ 600
Payroll Taxes	\$ 9,800
Insurance expense	\$ 2,500
Printing	\$ 800
Office Supplies	\$ 1500
Technology	\$ 3000
Curriculum	\$ 500
Professional Development	\$ 3,000
Total Line 23	\$21,700

Connections Learning Lab**EIN # 99-2642463****Form 1023, Part X - Signature**

Form 1023 (Rev. 01-2020) Name: CONNECTIONS LEARNING LAB

EIN: 99-2642463

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Part VIII Effective Date

In general, a determination letter recognizing exemption of an organization described in section 501(c)(3) is effective as of the date of formation of an organization if: (1) its purposes and activities prior to the date of the determination letter have been consistent with the requirements for exemption; and (2) it has filed an application for recognition of exemption within 27 months from the end of the month in which it was organized.

- 1 Are you submitting this application within 27 months of the end of the month in which you were legally formed? ☒ Yes ☐ No

If "No," complete Schedule E.

Part IX Annual Filing Requirements

If you fail to file a required information return or notice for three consecutive years, your exempt status will be automatically revoked.

- 1 Certain organizations are not required to file annual information returns or notices (Form 990, Form 990-EZ, or Form 990-N, e-Postcard). If you are granted tax-exemption, are you claiming to be excused from filing Form 990, Form 990-EZ, or Form 990-N? ☐ Yes ☒ No

If "Yes," are you claiming you are excepted from filing because you are:

A church or association of churches

An integrated auxiliary (such as a men's or women's organization, religious school, mission society, or religious group)

A church-affiliated organization (other than a section 509(a)(3) organization) that is exclusively engaged in managing funds or maintaining retirement programs and is described in Revenue Procedure 96-10, 1996-1 C.B. 577

A school below college level affiliated with a church or operated by a religious order

A mission society (other than a section 509(a)(3) supporting organization) sponsored by, or affiliated with, one or more churches or church denominations, if more than half of the society's activities are conducted in, or directed at, persons in foreign countries

An affiliate of a governmental unit that meets the requirements of Revenue Procedure 95-48, 1995-2 C.B. 418 (other than a section 509(a)(3) supporting organization)

Other (describe)

Part X Signature

- ☒ I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete

Anne Gatti

(Type name of signer)

Anne Gatti

SECRETARY

(Type title or authority of signer)

10/31/2024

(Date)

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

CONNECTIONS LEARNING LAB

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The Corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, 26 USC §501 (the "Code"), and more specifically, to advance the educational and general welfare for children of all abilities by providing support, enrichment, and academic resources through individual and group tutoring, camps, clubs and programs.

Notwithstanding any other provision of these articles, the Corporation shall not carry on any activity not permitted to be carried on by an organization described in the Code.

No substantial part of the activities of the Corporation shall be to carry on propaganda or otherwise attempt to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or against any candidate for public office.

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

none

The description and value of its personal property assets are (if none, insert "none"):

none

The corporation is to be financed under the following general plan:

The Corporation is to be financed by grants, donations, fundraisers and fees for services rendered.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: KATIE TEAL

2. Street Address:

Apt/Suite/Other:

City:

State: MI

Zip Code:

3. Registered Office Mailing Address:

P.O. Box or Street

Address:

Apt/Suite/Other:

City:

State:

MI

Zip Code:

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
KATIE TEAL	
AMIE OLIVEIRA	

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI:

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL BE DISTRIBUTED TO, OR INURE TO THE BENEFIT OF ANY DIRECTOR OR OFFICER OF THE CORPORATION, ANY DONOR, OR ANY INDIVIDUAL PERSON. HOWEVER, THE CORPORATION IS AUTHORIZED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE DISTRIBUTIONS AND PAYMENTS IN FURTHERANCE OF THE CORPORATION'S EXEMPT PURPOSE AS SET FORTH IN ARTICLE II.

ARTICLE VII:

A DIRECTOR OR VOLUNTEER OFFICER OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR VOLUNTEER OFFICER. HOWEVER, THIS PROVISION DOES NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR OR VOLUNTEER OFFICER FOR ANY OF THE FOLLOWING:

THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED;

INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS;

A VIOLATION OF SECTION 551 OF THE ACT;

AN INTENTIONAL CRIMINAL ACT; OR

A LIABILITY IMPOSED UNDER SECTION 497(A) OF THE ACT.

THE CORPORATION HEREBY ASSUMES ALL LIABILITY TO ANY PERSON, OTHER THAN THE CORPORATION OR ITS MEMBERS, FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR INCURRED IN THE GOOD-FAITH PERFORMANCE OF THE DIRECTOR'S DUTIES. PURSUANT TO SECTION 541(6) OF THE ACT, A CLAIM FOR MONETARY DAMAGES FOR A BREACH OF A VOLUNTEER DIRECTOR'S DUTY TO ANY PERSON OTHER THAN THE CORPORATION OR ITS MEMBERS SHALL NOT BE BROUGHT OR MAINTAINED AGAINST THE VOLUNTEER DIRECTOR, BUT SUCH CLAIM SHALL BE BROUGHT OR MAINTAINED AGAINST THE CORPORATION, WHICH SHALL BE LIABLE FOR A BREACH OF THE VOLUNTEER DIRECTOR'S DUTY.

IN ADDITION TO THE CORPORATION'S ASSUMPTION OF LIABILITY IN SECTION 2 ABOVE, THE CORPORATION ALSO ASSUMES LIABILITY FOR ALL ACTS OR OMISSIONS OF EACH VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, AND ANY OTHER VOLUNTEER THAT OCCUR ON OR AFTER THE EFFECTIVE DATE OF THESE ARTICLES, IF ALL OF THE FOLLOWING ARE MET:

THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY.

THE VOLUNTEER WAS ACTING IN GOOD FAITH.

THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT.

THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956.

THE TERMS "VOLUNTEER" AND "VOLUNTEER DIRECTOR" SHALL HAVE THE SAME DEFINITIONS AS SET FORTH IN SECTION 110 OF THE ACT.

THE TERM "VOLUNTEER OFFICER" SHALL MEAN AN INDIVIDUAL WHO HAS BEEN ELECTED OR APPOINTED AS AN OFFICER OF THE CORPORATION (PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER, OR OTHER OFFICER POSITION IDENTIFIED IN THE CORPORATION'S BYLAWS) AND WHO DOES NOT RECEIVE COMPENSATION OR OTHER CONSIDERATION FOR SERVICES PROVIDED IN HIS OR HER CAPACITY AS AN OFFICER OF THE CORPORATION, OTHER THAN REIMBURSEMENT FOR EXPENSES ACTUALLY INCURRED.

ARTICLE VIII

ON DISSOLUTION OF THE CORPORATION, ALL OF THE CORPORATION'S NET ASSETS SHALL BE DISTRIBUTED TO SUCH ORGANIZATION OR ORGANIZATIONS EXEMPT WITHIN THE MEANING OF THE CODE, OR TO A FEDERAL, STATE OR LOCAL GOVERNMENT FOR A PUBLIC PURPOSE, AS DETERMINED BY THE BOARD OF DIRECTORS. ANY ASSETS NOT SO DISPOSED OF, FOR WHATEVER REASON, SHALL BE DISTRIBUTED BY THE OAKLAND COUNTY CIRCUIT COURT TO SUCH ORGANIZATION(S): (A) THAT THE COURT DETERMINES IS EXEMPT WITHIN THE MEANING OF THE CODE, OR (B) TO A FEDERAL, STATE OR LOCAL GOVERNMENT.

Signed this 11th Day of April, 2024 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Katie Teal	Incorporator	
Amie Oliveira	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

CONNECTIONS LEARNING LAB

ID Number: 803181906

received by electronic transmission on April 11, 2024 ***, is hereby endorsed.***

Filed on April 12, 2024 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of April, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Bylaws of Connections Learning Lab

Article I

Corporate Name and Offices; Purposes

Section 1. Corporate Name. The name of the corporation is Connections Learning Lab, referred to herein as Connections Learning Lab or Corporation.

Section 2. Initial Principal Office. The Corporation's principal office may be at such a place within the state of Michigan as the board of directors may determine from time to time. The Corporation's initial Principal Office shall be located at 70 Sonoma Ave. Hazel Park, MI 48030

Section 3. Other Offices. The board of directors may establish other offices in the state of Michigan.

Section 4. Purposes. The Corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, 26 USC §501 (the "Code"), and more specifically, to advance the educational and general welfare for children of all abilities by providing support, enrichment, and academic resources through individual and group tutoring, camps, clubs and programs. Notwithstanding any other provision of these articles, the Corporation shall not carry on any activity not permitted to be carried on by an organization described in the Code. No substantial part of the activities of the Corporation shall be to carry on propaganda or otherwise attempt to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or against any candidate for public office.

Section 5. Nonprofit Operation. The Corporation shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code as a nonprofit corporation. No part of the net earnings of the Corporation shall be distributed to, or inure to the benefit of any individual person. However, the Corporation is authorized to pay reasonable compensation for services rendered and to make distributions and payments in furtherance of the Corporation's exempt purpose as set forth in Section 4 of this Article I. On dissolution of the Corporation, all of the Corporation's net assets shall be distributed to such organization or organizations exempt within the meaning of the Code, or to a federal, state or local government for a public purpose, as determined by the board of directors. Any assets not so disposed of, for whatever reason, shall be distributed by the Oakland County Circuit Court to such organization(s): (a) that the court determines is exempt within the meaning of the Code, or (b) to a federal, state or local government.

Article II

Board of Directors

Section 1. General Powers. The management of Connections Learning Lab shall be vested in a volunteer Board of Directors. The Board of Directors shall supervise and control the business and affairs of the organization. The Corporation is organized on a nonstock, directorship basis and, except as otherwise provided by law, all matters which are subject to membership vote or other action in the case of a Michigan nonprofit membership corporation, shall be approved by action of the Board of Directors. The board may hold or dispose of property, real or personal, as may be given, devised, or bequeathed to it or entrusted to its care and keeping, and may purchase, acquire, and dispose of such property as may be necessary to carry out the purposes and programs of the Corporation.

Section 2. Number. The Board shall not consist of less than 3 or more than 11 persons.

Section 3. Qualification as a Director. The Corporation is committed to a culture of diversity and inclusion. The Corporation will endeavor to have a board that is diverse, reflective of the educational community, and that possesses the necessary skill sets to assure that Connections Learning Lab can effectively meet its purpose.

Section 4. Duties. Members of the board of directors owe a legal fiduciary duty to the Corporation and shall act only in Connections Learning Lab's best interest. The board shall act as a body; no individual director may speak or act on behalf of the board unless authorized by the board. Board members shall respect the confidentiality of board deliberations and shall support decisions voted by the board even when the board member dissented in the vote.

Section 5. Annual Meeting. An annual meeting shall be held each year in the first quarter of the fiscal year or at another time and date agreed upon by the board, at which an election of new directors will be held. If the annual meeting is not held during the first quarter of the fiscal year, the board shall cause the meeting to be held as soon thereafter as is convenient.

Section 6. Term of Office. Directors shall hold office for three years, or until their successors are elected unless, prior to then, they have resigned or been removed from office. Terms shall be staggered so that, as nearly as possible, an equal number of terms shall expire each year. Each new directorship's initial term shall be identified when the new directorship is established. Any initial term that is less than 3 years shall not be included in the determination of whether a director is barred by term limits from serving an additional term.

Section 7. Term Limits. No director shall serve more than two consecutive three-year terms, unless agreed upon by the majority of the board. Members of the Board of Directors must retire from active leadership on the board for at least one year after serving two consecutive three-year terms. Notwithstanding the foregoing, a board member serving in a role of

significant importance to Connections Learning Lab, such as a liaison to secure a major grant, may be elected to serve on an annual basis without term limit.

Section 8. Regular Meetings. Regular meetings of the board may be held at the time and place as determined by resolution of the board without notice other than the resolution.

Section 9. Special Meetings. Special meetings of the board may be called by the president/board chair or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least three days before the meeting.

Section 10. Notice of Meetings. Whenever notice is required, it shall be given in writing by first-class mail or courier service, express or overnight delivery with postage prepaid to the recipient, or by facsimile transmission or electronic mail, at his or her address (or by facsimile number or e-mail address) as it appears on the records of the corporation. A director may supply an address for the purpose of notice. Notice shall specify the place, day and hour of the meeting and any other information which may be required. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting. Notice shall be deemed to have been given when deposited in the United States mail or with a courier service, or in the case of facsimile transmission or electronic mail when dispatched.

Section 11. Waiver of Notice. The attendance of a director at a board meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

Section 12. Meeting by Telephone or Similar Equipment. Directors may participate in and act at any meeting of the board or its committees through the use of a telephone conference or other similar communications equipment, by means of which all persons participating in the meeting can communicate with each other. Participation by this method shall constitute attendance and presence in person at the meeting of the person(s) so participating.

Section 13. Quorum. At any meeting of the directors of the Corporation, a majority of all directors then in office shall constitute a quorum for the transaction of any business. Actions voted on by a majority of the directors present at a duly convened meeting at which a quorum is present shall constitute authorized actions of the board, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 14. Vote. Unless a director is an ex-officio board member, in which case such ex-officio member shall not be entitled to vote on any Corporation business, every director shall be entitled to one vote. Voting by proxy is not permissible. Unless otherwise provided in these Bylaws, a vote of the majority of the board at a duly convened meeting shall be binding.

Section 15. Action by Unanimous Written Consent. Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the board's proceeding.

Section 16. Removal from Office. A director may be removed from office with or without cause, by the affirmative vote of a majority of the directors then in office, whenever in their judgment the best interests of the Corporation will be served. A co-founding officer may be removed with a vote by the majority of the directors and the remaining co-founders.

Section 17. Resignation from Office. Any director or officer may resign at any time by giving written notice to the Board's President/Chair or his/her designee. Any such resignation shall be effective upon receipt of the resignation or at a later time as specified in the notice of resignation.

Section 18. Vacancies. A vacancy on the board may be filled with a person selected by the remaining directors of the board.

Section 19. Attendance Policy. The Corporation's board is an active, working board and attendance, absent an excuse accepted by the board, is mandatory. Three unexcused absences within a twelve month period will entitle the board to remove such member or officer from the board for cause.

Article III **Officers of the Board**

Section 1. Officers. The officers of the Corporation shall be appointed by the board. The officers shall be a president, a secretary, and a treasurer. There may also be such other officers as the board deems appropriate. The president and secretary shall be voting members of the board, but the treasurer need not be. The offices of secretary and treasurer may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law.

Section 2. Election and Terms of Office. All officers shall be elected by a majority of the board members at the annual meeting. Each officer shall hold office until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

Section 3. President's Duties. The President shall be the chief policy officer of the Corporation, and shall have the full authority to severally effectuate the actions, resolutions, and policies of the Board of Directors. The President shall preside at all meetings of the Board of Directors, and shall be privileged to attend and to participate in the meetings of all committees of the Board.

Section 4. Vice President's Duties. The Vice President, if any, shall have the power to perform duties that may be assigned by the President or the board. If the President is absent or unable to perform his or her duties, the Vice President shall perform the President's duties until the board directs otherwise. The Vice President shall perform all duties incident to the office.

Section 5. Secretary's Duties. The Secretary shall (a) keep minutes of board meetings; (b) be responsible for providing notice to each director as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and director; and (e) perform all duties incident to the office and other duties assigned by the President or the board. The Secretary, together with the President, shall execute such legal papers, documents, or instruments as authorized by the Board of Directors.

Section 6. Treasurer's Duties. The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation at such depositories in the corporation's name that may be designated by the board; (d) complete all required corporate filings; (e) provide regular financial reports to the board and (f) perform all duties incident to the office and other duties assigned by the President or the board.

Article IV **Committees and Task Forces**

Section 1. Establishment of Committees. The board, by resolution adopted by a vote of a majority of its directors, may designate one or more committees or task forces, each consisting of one or more directors. All committees designated by the board shall serve at the pleasure of the board. Committees and/or task forces may also be composed of persons who are not directors. Committees and task forces have only such authority as they are given by the board and have no authority to bind the Corporation.

Section 2. General Powers. A committee or task force designated by the board may exercise any powers of the board in managing the corporation's business and affairs to the extent provided by resolution of the board. However, no committee or task force shall have the power to:

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or conversion;
- (c) amend the bylaws of the Corporation;
- (d) fill vacancies on the board;
- (e) fix compensation of the directors for serving on the board or on a committee;

(f) recommend to the directors or officers the sale, lease, or exchange of all or substantially all of the Corporation's property and assets;

(g) recommend to the directors a dissolution of the Corporation or revocation of a dissolution;

(h) terminate directors or officers of the Corporation; or

(i) enter into contracts or other legal obligations that bind the Corporation.

Section 3. Committee/Task Force Meetings. Committees or task forces shall meet as directed by the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

Section 4. Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee or task force may be taken without a meeting if, before or after the action, all members of the committee or task force consent to the action in writing. Written consents shall be filed with the minutes of the committee's or task force's proceedings.

Article V

Employment of Personnel

Section 1. Personnel. The Corporation shall employ Co-Executive Directors and may employ such other personnel or contract with outside service providers as deemed necessary by the board of directors. Such other personnel may include, but is not limited to, administrative staff, educators, support staff, legal counsel and maintenance staff.

Section 2. Co-Executive Director Responsibilities. The Co-Executive Directors shall be the chief executive officers of the corporation and, as such, shall have immediate and overall supervision of the operations of the Corporation, and shall severally direct the day-to-day business of the Corporation; maintain the properties of the Corporation; execute and deliver all documents; and perform such additional duties as may be directed by the Board of Directors. Nothing in these Bylaws or the articles of incorporation of the Corporation shall be construed to require more than one Co-Executive Director to execute or approve any paper, agreement, certificate, document, instrument or action that the Corporation may take, provided that paper, agreement, certificate, document, instrument or action does not regard a decision that is required by these Bylaws or the articles of incorporation of the Corporation or applicable laws to be approved by the Board of Directors of the Corporation. In the event the Co-Directors are unable to agree upon any matter, such matter shall be submitted to the Board of Directors for resolution. No officer, committee member or member of the Board of Directors other than the President may individually instruct the Co-Executive Directors or any other employee. The Co-Executive Directors shall make such reports at the Board and committee meetings as shall be required by the President or the Board.

Section 3. Hiring and Firing Co-Executive Directors. The Co-Executive Directors may be hired at any meeting of the Board of Directors by a majority vote and shall serve until removed by the Board of Directors upon an affirmative unanimous vote of the members present and the other co-founding officer at any meeting of the Board Directors. Such removal may be with or without cause, provided that any such removal shall be in accordance with the terms and conditions of any employment agreement between the Corporation and such removed Co-Executive Director then in effect.

Article VI

Financial Management and Fiscal Controls

Section 1. Internal Controls. The Board of Directors shall establish such internal fiscal policies and controls as are necessary to assure the protection of the Corporation's assets.

Section 2. Check Signing Authority. All checks over the amount of \$2,500 shall, in the normal course of operations, require approval of both the Treasurer and the President of the board. If either the President or Treasurer is not available to provide approval, either the Vice President or the Secretary may serve as the second approving party.

Section 3. Deposits. All funds of the Corporation shall be deposited in such depositories as the Board of Directors may determine. Separate accounts that are not under the control of the board are prohibited.

Section 4. Financial Reports. The Board of Directors shall regularly review the financial condition of the Corporation and shall seek such information from its accountants and auditors as will allow it to have a full understanding of the fiscal health of the organization.

Section 5. Fiscal Accountability. The Board of Directors has the legal and fiduciary responsibility to exercise due care and prudence in the financial affairs of the organization. It shall exercise appropriate stewardship, including the purchase of insurance protection. Connections Learning Lab is a non-profit public charity, and its assets must be protected so that it may continue to serve the community into the future.

Section 6. Corporate Document Procedure. No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.

Article VII

Indemnification

Section 1. Indemnification. Each person who is or was a director, officer, or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation, as a director, officer, partner, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent, authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

Article VIII

Conflict of Interest

All directors and officers shall sign a conflicts of interest policy, shall follow the process for recusal outlined in that policy, shall annually disclose potential conflicts of interest in writing and shall report all potential conflicts that occur during the year for review by the board of directors. The Corporation may enter into a contract directly or indirectly with a director for the provision of goods or services to the Corporation, if such contract is in the best interest of the Corporation, on fair and reasonable terms, the director's interest is disclosed or known to the board of directors, and the contract is authorized by a vote of the board of directors sufficient for the purpose without counting the vote of any interested director.

ARTICLE IX

Compensation

Directors will serve without compensation, but may be reimbursed for actual, reasonable and necessary expenses incurred by a director in his or her capacity as a director. However, nothing in this article shall preclude a director from, when authorized by the board, being reasonably compensated for services rendered to the corporation as an employee, agent, or independent contractor.

ARTICLE X

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the corporation shall end on December 31 of each year.

Section 2. Loans and Guarantees. The Corporation shall not provide loans to or guarantee obligations of an officer or director of the Corporation.

Section 3. Interpretation. These Bylaws are subject to the provisions of the Michigan Nonprofit Corporation Act and the Articles of Incorporation of Connections Learning Lab, as amended. If any provision in these Bylaws is inconsistent with a provision of state law or the Articles of Incorporation, the provision of the state law or the Articles of Incorporation shall control to the extent of such inconsistency.

Section 4. Amendments. The Board of Directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws, by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the board.

**CONNECTIONS LEARNING LAB
ADOPTION OF BYLAWS**

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing bylaws, consisting of 9 preceding pages, as the bylaws of this corporation.

Dated: 9/13/2024

Robert H Brender
Asnley M [Signature]
Anne [Signature]
Amie E Oliveira
Katie L Teal



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-10

CITY COUNCIL AGENDA ITEM

Date: March 28, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
G. Scott Finlay City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – March 19, 2025

At the Traffic Committee meeting of March 19 2025, the following recommendations were made for City Council approval:

4. Request for Traffic Control – Eden Gardens Site Condominium

BE IT RESOLVED, that the Kohli Drive and Rochester Road intersections be STOP CONTROLLED on the Kohli Drive approach to Rochester Road.

BE IT RESOLVED, that a NO LEFT TURN sign be installed on Rochester Road at the north Kohli Drive and Rochester Road intersection.

5. Request for Traffic Control – Adler Cove Site Condominium

BE IT RESOLVED, that the Adler Court and Long Lake Road intersection be STOP CONTROLLED on the Adler Court approach to Long Lake Road

The meeting minutes are attached.

A regular meeting of the Troy Traffic Committee was held Wednesday, March 19, 2025 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Timothy Battle
Dale Christiansen
Swathi Jeeda, Student Representative
Shama Kenkre
Justin Rose
Pete Ziegenfelder

Absent: Al Petrulis
Abi Swaminathan
Deputy Fire Chief, Michael Koehler

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – February 19, 2025 Traffic Committee

Resolution # 2025-03-07

Moved by Rose

Seconded by Battle

To approve the February 19, 2025 minutes as printed.

Yes: Battle, Christiansen, Rose, Ziegenfelder

No: None

Absent: Petrulis, Swaminathan

MOTION CARRIED**PUBLIC HEARINGS****3. No Public Hearings****REGULAR BUSINESS****4. Request for Traffic Control – Eden Gardens Site Condominium**

Eden Gardens Site Condominiums has been completed. The Kohli Drive and Rochester Road intersections are STOP-controlled on the Kohli Drive approaches to Rochester Road with no Traffic Control Order. During the preliminary site plan review, a No-Left-Turn Sign was recommended to be installed on Rochester Road south of the north Kohli Drive. The installation

of a No-Left-Turn sign requires a Traffic Control Order.

Three residents came in to represent Eden Gardens subdivisions, they voiced their concerns about the speeding of drivers along Rochester Rd when they are coming off of I-75, and stated that people are constantly trying to use Kohli as a cut thru, and speeding while doing so. Multiple people park along Kohli for long periods of time, and they do not live in the subdivision.

Scott Finlay let the residents know that the Police Department can be contacted for speeding, and that P.D. will drop off the Radar Sign in that area for a period of time, all you would need to do is call the non-emergency line.

Justin Rose added that the speeding on the street is most likely neighbors.

Dale Christiansen asked when the subdivision was built.

The representatives for Eden Gardens stated it was completed in 2023. They also asked if it was possible, when installing the No Left Turn sign, if we could also add a center lane on Rochester Rd in that area.

Justin Rose explained that the site distance when making that left turn would make for the turn lane to be very unsafe since it does not have the proper site distance.

A resident from Eden Gardens asked if a Stop Sign on Rochester Rd was an option.

Justin Rose & Scott Finlay explained that the warrants would not be met, and that the city does not put stop signs on major roads.

A resident from Eden Gardens asked again, about the center lane being added.

Scott Finlay stated that the other issue with the center lane is that you would have competing left hand turns, NB traffic making a left into that north drive is also going to be competing with the existing traffic that is coming south on Rochester and turning into Larchwood. So those competing & conflicting left turns cannot be permitted otherwise, and since Larchwood was there first, they get to continue and that would make the new subdivision restricted. That's why this no left turn was part of the preliminary site plan approval. It was also in the previous City Engineer's notes that he wanted these posted before the subdivision was even occupied, but were a little behind. This was a planned sign installation when this was subdivision was purposed.

Sgt. Warzecha asked for clarification on which direction the speeding is mostly taking place, North to South, or both.

The resident from Eden Gardens explained that it's the people coming off of I-75, and mentioned that cars will come and park in the subdivision for long periods of time as well.

Sgt. Warzecha asked for specific times, and explained that with the speeding taking place all the time it is very hard to patrol.

Tim Battle asked if it was always the same car(s), parking in the subdivision.

The residents stated that it is not the same car(s) and that the times vary, for speeding and parking.

Sgt. Warzecha let the residents know that they do not need to call for the radar trailer he will have one dropped off in the area soon. He mentioned that we do not receive data from the radar, and that sometimes the radar helps with speeding, and sometimes it can make it worse because cars want to see how fast they can go.

The resident stated that the Police were out a few weeks ago and they were very glad to see them in the area and that they were hoping the speeders would finally get caught.

Sgt. Warzecha explained that, that area is not typically a road they think they would have speeders on, so not typically somewhere we sit for that. But if you are saying it is becoming an issue, we can definitely get someone out there on patrol. He also explained that overtime, the cutting thru happening on the street will eventually stop because they will realize that it does not go anywhere.

Resolution # 2025-03-08

Moved by Rose

Seconded by Battle

BE IT RESOLVED, that the Kohli Drive and Rochester Road intersections be STOP CONTROLLED on the Kohli Drive approach to Rochester Road.

BE IT RESOLVED, that a NO LEFT TURN sign be installed on Rochester Road at the north Kohli Drive and Rochester Road intersection.

Yes: Battle, Christiansen, Rose, Ziegenfelder

No: None

Absent: Petrulis, Swaminathan

MOTION CARRIED

5. Request for Traffic Control – Adler Cove Site Condominium

The Adler Cove Site Condominiums has been completed. The intersection of Adler Court and Long Lake Road is STOP-controlled on the Adler Court approach to Long Lake Road, and there is no Traffic Control Order.

Scott Finlay explained that the subdivision is occupied, and that in order for these stop signs to be enforced we have to have a Traffic Control Order done.

Resolution # 2025-03-09

Moved by Rose

Seconded by Christiansen

BE IT RESOLVED, that the Adler Court and Long Lake Road intersection be STOP CONTROLLED on the Adler Court approach to Long Lake Road

Yes: Battle, Christiansen, Rose, Ziegenfelder

No: None

Absent: Petrulis, Swaminathan

MOTION CARRIED

6. Public Comment

No public comment.

7. Other Business

The Big Beaver and I-75 project was discussed regarding completion dates, Scott stated they are hoping to have it done mid, to end June.

The Traffic Committee asked a few questions about the Rochester Road expansion project, Scott stated that we are hoping to have it go out for Bid in August, and hopefully have a contractor selected sometime in October. Lane closures should be starting sometime in the winter. Projected to be finished in Spring of 2027.

8. Adjourn

The meeting adjourned at 7:55 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

STREET SIGNAGE PLAN - EDEN GARDENS - 19.925.3

Parcel Area Table		Parcel Area Table		Parcel Area Table	
PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)
1	14,442	10	7,625	19	7,602
2	7,625	11	7,625	20	7,558
3	7,512	12	7,625	21	7,775
4	11,612	13	7,625	22	8,542
5	15,772	14	7,625	23	9,308
6	8,698	15	7,625	24	10,075
7	7,625	16	7,625	25	10,841
8	7,625	17	7,587	26	11,608
9	7,625	18	8,775	27	15,402

PROJECT AND SITE DESCRIPTION:
PROPOSED CONSTRUCTION OF A 27-UNIT SINGLE FAMILY SITE CONDOMINIUM PROJECT ON NORTH ROCHESTER ROAD BETWEEN MAPLE ROAD AND STEPHENSON HIGHWAY. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO ROCHESTER ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE (RT) NEIGHBORHOOD DISTRICT. THE SITE IS CURRENTLY UNDEVELOPED.

NATURAL RESOURCES:
THE SITE HAS SIGNIFICANT TREE COVER.

FLOODPLAIN:
THE PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) NO. 28125C0542G DATED: JANUARY 16, 2009 (ZONE X).

ACCESS AND CIRCULATION:
VEHICULAR ACCESS AND CIRCULATION:
VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A PUBLIC ROAD OFF OF ROCHESTER ROAD. THE NEW ROAD WILL HAVE A SIXTY (60) FOOT WIDE RIGHT OF WAY.

PEDESTRIAN ACCESS AND CIRCULATION:
A 5-FOOT WIDE SIDEWALK IS PROVIDED AT BOTH SIDES OF THE NEW ROADWAYS.

UTILITIES:
UTILITIES ARE PLACED WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE CITY ENGINEER.

SITE DATA:

LOCATION OF PROJECT:
WEST SIDE OF ROCHESTER ROAD (BETWEEN MAPLE RD. AND STEPHENSON HWY.)

SIZE OF PROPERTY: 8.32 ACRES

PROPOSED USE OF PROPERTY: TWENTY-SEVEN (27) SINGLE FAMILY HOMES

CURRENT ZONING: RT, ONE-FAMILY ATTACHED RESIDENTIAL

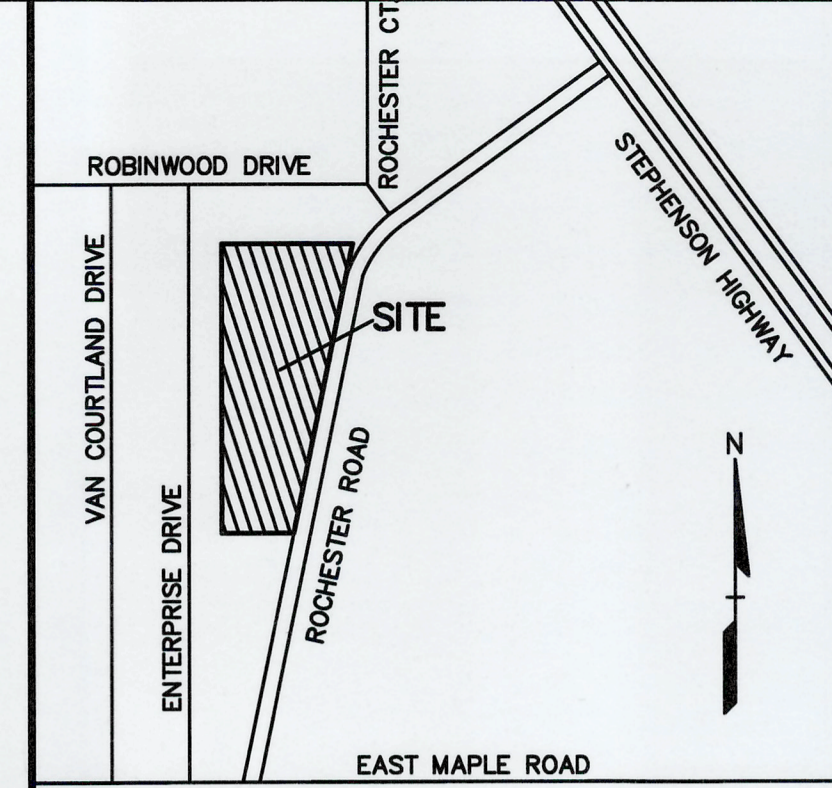
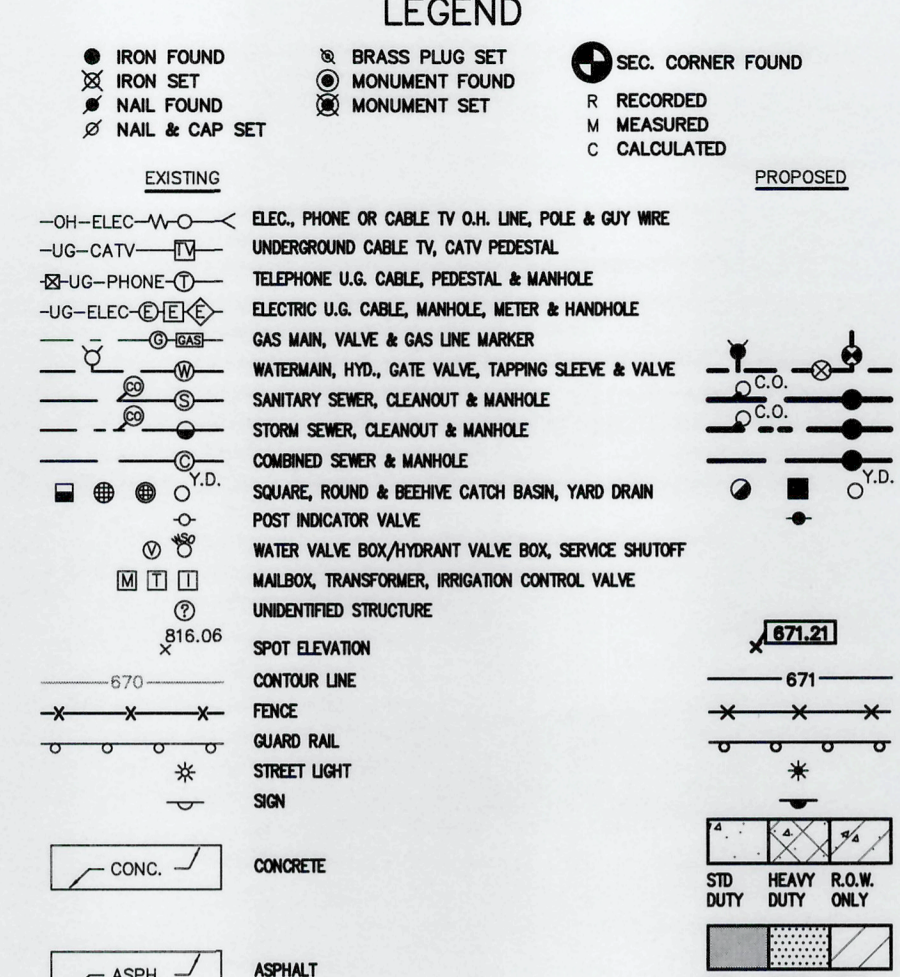
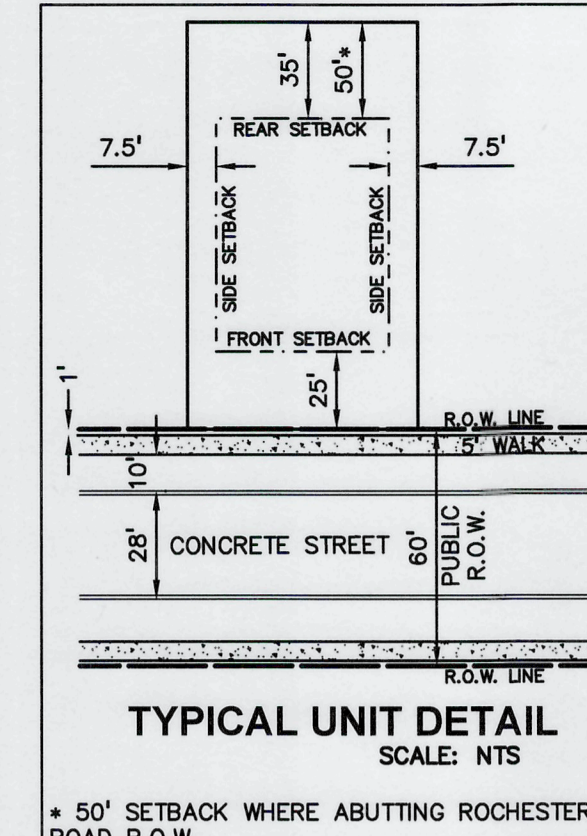
PROPOSED ZONING: RT, ONE-FAMILY ATTACHED RESIDENTIAL

SURROUNDING PROPERTY DETAILS:

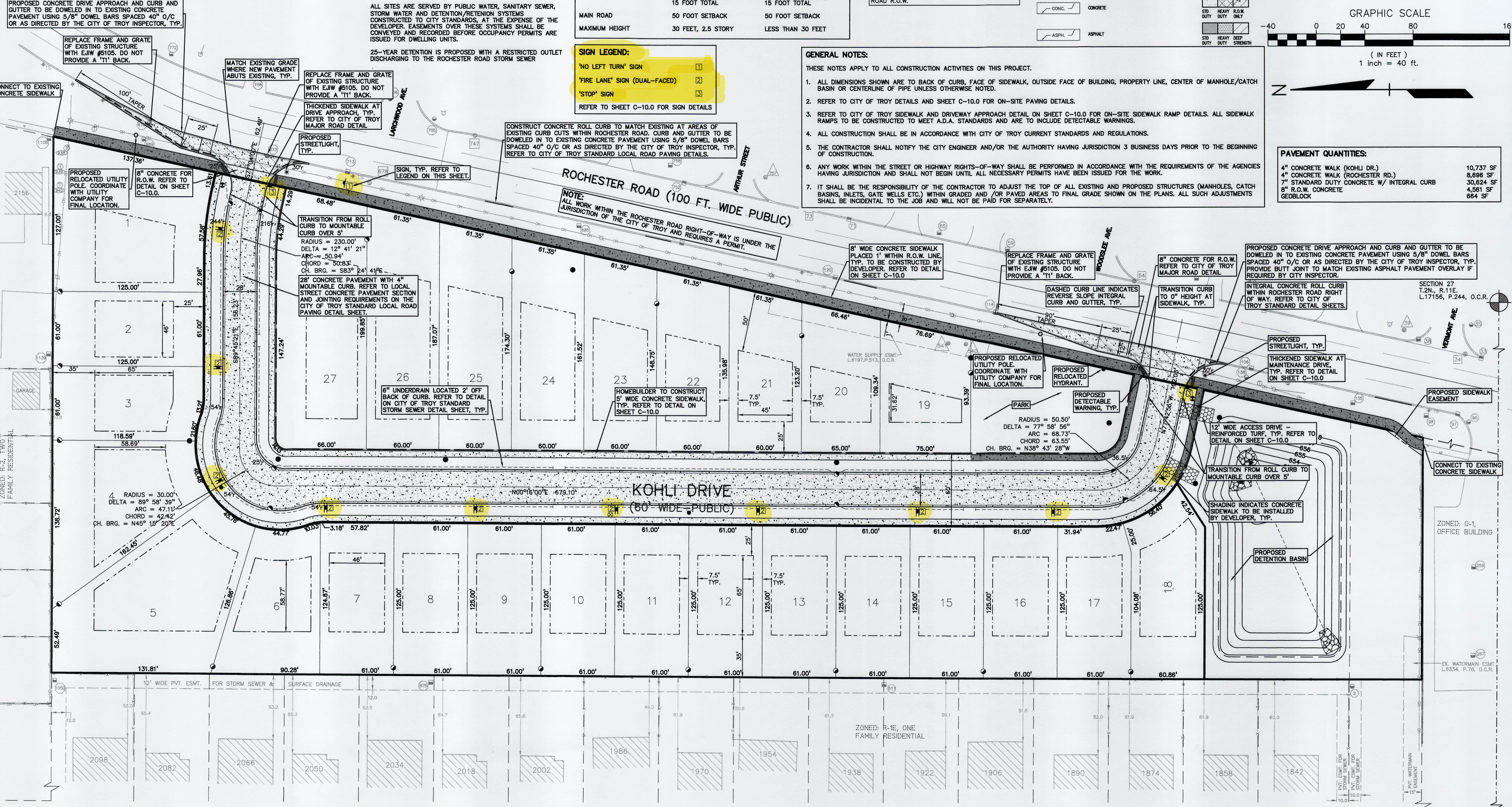
DIRECTION	ZONING	USE
NORTH	RT, ONE-FAMILY ATTACHED RESIDENTIAL	SINGLE-FAMILY HOMES
SOUTH	MR, MAPLE ROAD	BUSINESS
EAST	RT, ONE-FAMILY ATTACHED RESIDENTIAL	SINGLE-FAMILY HOMES
WEST	R-1E, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES

REQUIRED AND PROVIDED LOT DIMENSIONS:

	REQUIRED:	PROVIDED:
FRONT	25 FOOT SETBACK	25 FOOT SETBACK
REAR	35 FOOT SETBACK	35 FOOT SETBACK
SIDES	5 FOOT MIN. (ONE), 15 FOOT TOTAL	7.5 FOOT MIN. (ONE), 15 FOOT TOTAL
MAIN ROAD	50 FOOT SETBACK	50 FOOT SETBACK
MAXIMUM HEIGHT	30 FEET, 2.5 STORY	LESS THAN 30 FEET



NO.	DATE	BY	DESCRIPTION
1	7/1/21	JBT	REVISIONS PER CITY 6/20/21 COMMENTS
2	8/9/21	JBT	REVISIONS PER CITY 4/2/21 COMMENTS
3	10/1/21	JBT	REVISIONS PER CITY 4/22/21 COMMENTS
4	10/1/21	JBT	REVISIONS PER CITY 4/22/21 COMMENTS
5	10/1/21	JBT	REVISIONS PER CITY 4/22/21 COMMENTS
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100	10/1/21	JBT	REVISIONS PER CITY 4/22/21 COMMENTS



CAUTION!!
THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF A UTILITY LOCATING AND ELEVATION SURVEY PRIOR TO THE START OF CONSTRUCTION.

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3001 MICHIGAN DRIVE
TROY, MICHIGAN 48063

DIMENSION PLAN
EDEN GARDENS
PART OF THE SECTION 27 OF SECTION 18, R. 11E,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

DES: TMK DN KPS SUR P.M. JBT
S: PROJECTS/2019-2019-080 PEA - EDEN GARDENS - TROY/CMO CONSTRUCTION (C-3.0) (1000/ft)

ORIGINAL ISSUE DATE:
OCTOBER 1, 2019

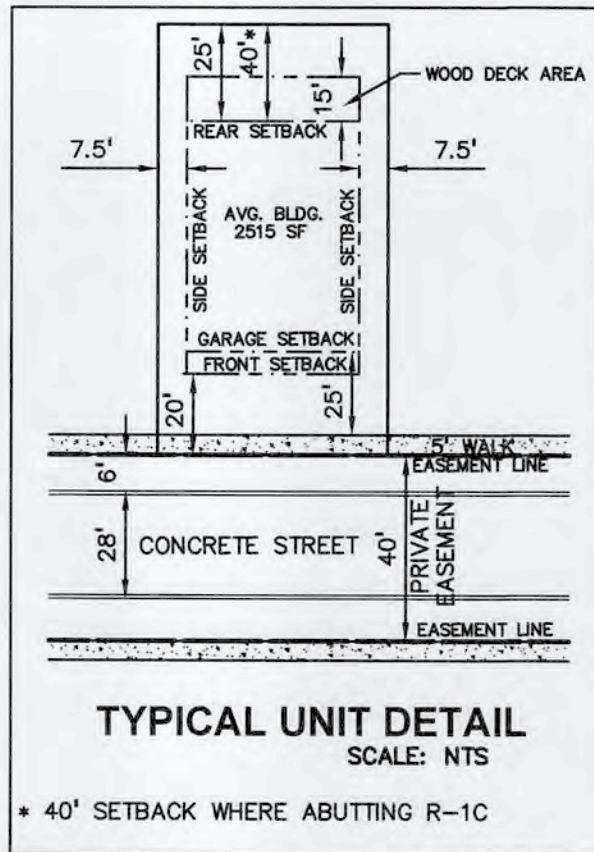
PEA JOB NO. 2019-080

SCALE: 1" = 40'

DRAWING NUMBER:
C-3.0

REF: S:\PROJECTS\2019\2019080\DWG\19060-TOPBASE.DWG
REF: S:\PROJECTS\2019\2019080\DWG\CONSTRUCTION\X-BASE-19060.DWG
REF: S:\PROJECTS\2019\2019080\DWG\CONSTRUCTION\X-TLK-19060.DWG

STREET SIGNAGE PLAN - ADLER COVE - 22.904.3



PROJECT AND SITE DESCRIPTION:
PROPOSED CONSTRUCTION OF A 20-LOT SINGLE FAMILY DETACHED SITE CONDOMINIUM PROJECT ON THE SOUTH SIDE OF LONG LAKE ROAD, EAST OF JOHN R ROAD. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO LONG LAKE ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE R-1C DISTRICT. THE SITE IS CURRENTLY HEAVILY WOODED.

SITE ARRANGEMENT:
THE PROPOSED SITE CONDOMINIUM CONSISTS OF 20 LOTS (20 LOTS ALLOWED) WITH MINIMUM LOT SIZE OF 6,900 SQUARE FEET. THE AVERAGE LOT SIZE IS 8,399 SQUARE FEET. ALL UNITS FRONT ON A NEW PRIVATE STREET. THE PROPOSED LOTS ARE REGULAR IN SHAPE, ALLOW FOR ADEQUATE SETBACKS, AND PERMIT SUFFICIENT SPACE FOR THE HOMES AND INGRESS AND EGRESS FOR EACH UNIT ACCORDING TO THE CLUSTER OPTION. A MINIMUM OF 30% OPEN SPACE HAS BEEN PROVIDED.

NATURAL RESOURCES:
THE SITE CURRENTLY HAS SIGNIFICANT TREE COVER.

FLOODPLAIN:
THE PROPERTY IS LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) NO. 26125C0553G DATED: JANUARY 16, 2009.

ACCESS AND CIRCULATION:
VEHICULAR ACCESS AND CIRCULATION:
VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A NEW STREET LOCATED OFF LONG LAKE ROAD. THE NEW ROADWAY WILL HAVE A FORTY (40) FOOT WIDE PRIVATE ROAD EASEMENT.

PEDESTRIAN ACCESS AND CIRCULATION:
A 5-FOOT WIDE SIDEWALK IS PROVIDED AT BOTH SIDES OF THE NEW ROADWAY.

UTILITIES:
UTILITIES ARE PLACED WITHIN STREET RIGHT-OF-WAY, OR WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE CITY ENGINEER.

ALL SITES ARE SERVED BY PUBLIC WATER, SANITARY SEWER, STORM WATER AND DETENTION/RETENTION SYSTEMS CONSTRUCTED TO CITY STANDARDS, AT THE EXPENSE OF THE DEVELOPER. EASEMENTS OVER THESE SYSTEMS SHALL BE CONVEYED AND RECORDED BEFORE OCCUPANCY PERMITS ARE ISSUED FOR DWELLING UNITS.

A 100-YEAR DETENTION BASIN IS PROPOSED WITH A RESTRICTED OUTLET DISCHARGING TO THE GIBSON-RENSHAW DRAIN THAT RUNS ALONG THE WEST SIDE OF THE PROPERTY.

LOTS WITH DECK RESTRICTIONS:
4, 7, 10, 11, 12, 20

SIGN LEGEND:
'NO PARKING FIRE LANE' SIGN [1]
'STOP' SIGN (BY RIOC) [2]
'PRIVATE METRO SIGN' (BY RIOC) [3]
REFER TO DETAIL SHEET FOR SIGN DETAILS

NOTE:
SEE SHEET C-10.0 FOR PAVING NOTES AND CONSTRUCTION MATERIAL SUBMITTALS.

SITE DATA:

LOCATION OF PROJECT:
SOUTH SIDE OF LONG LAKE ROAD, EAST OF JOHN R

SIZE OF PROPERTY: 10.0 ACRES

AREA DEVELOPED: 4.73 AC (47.3%)
TOTAL UNDEVELOPED AREA: 5.27 AC (52.7%)

PROPOSED USE OF PROPERTY: TWENTY (20) DETACHED, SINGLE FAMILY HOMES

CURRENT ZONING: R-1C, ONE-FAMILY RESIDENTIAL DISTRICT

PROPOSED: R-1C, ONE-FAMILY RESIDENTIAL DISTRICT, CLUSTER OPTION

CLUSTER OPTION CALCULATION:
• BASE NUMBER OF UNITS - PARALLEL PLAN = 16 UNITS
• 20% DENSITY BONUS PER 10,040 = 3 UNITS
• EXTRA 10% OPEN SPACE PER 10,040.1 = 1 UNITS
(OPEN SPACE PROVIDED = 3.80 ACRES, 38.0%)
(OPEN SPACE INCLUDES UTILITY EASEMENTS)
• TOTAL UNITS ALLOWED = 20 UNITS
• TOTAL UNITS PROVIDED = 20 UNITS

SURROUNDING PROPERTY DETAILS:

DIRECTION	ZONING	USE
NORTH	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
SOUTH	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
EAST	R-1C, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
WEST	NN-K, NEIGHBORHOOD NODE	COMMERCIAL

REQUIRED AND PROVIDED LOT DIMENSIONS:

	REQUIRED (CLUSTER):	PROVIDED:
FRONT	20 FOOT SETBACK*	20 FOOT/25 FOOT SETBACK
REAR	40 FOOT SETBACK** 25 FOOT SETBACK	40 FOOT SETBACK** 25 FOOT SETBACK
SIDES	7.5 FOOT MIN. (ONE), 15 FOOT TOTAL	7.5 FOOT MIN. (ONE), 15 FOOT TOTAL
MAXIMUM HEIGHT	30 FEET, 2.5 STORY	30 FEET, 2.5 STORY
LOT WIDTH	85 FEET (R-1C)	60 FEET MIN.
OPEN SPACE	20%	38%

* 25' FOR GARAGE SETBACK (EDGE WALK TO GARAGE DOOR)
** WHEN ADJACENT TO R-1C

DEVELOPER INSTALLED 5' WIDE CONCRETE SIDEWALK, TYP. REFER TO DETAIL ON SHEET C-10.0

DASHED CURB LINE INDICATES REVERSE SLOPE CURB AND GUTTER, TYP. REFER TO DETAIL ON CITY STANDARD DETAIL SHEET.

CONCRETE SIDEWALK WITH A 7' WIDE PEDESTRIAN ACCESS EASEMENT, REFER TO DETAIL ON SHEET C-10.0

DISTANCE FROM EXISTING WETLAND TO DRAIN EASEMENT

LEGEND

EXISTING

- IRON FOUND
- IRON SET
- NAIL FOUND
- NAIL & CAP SET
- BRASS PLUG SET
- MONUMENT FOUND
- SEC. CORNER FOUND
- R. RECORDED
- M. MEASURED
- C. CALCULATED

PROPOSED

- OH-ELEC-VV-C-ELEC. PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
- UG-CATV-UG-UNDERGROUND CABLE TV, CATV PEDESTAL
- UG-PHON-UG-TELEPHONE U.S. CABLE, PEDESTAL & MANHOLE
- UG-ELEC-C-ELEC. U.S. CABLE, MANHOLE, METER & HANDHOLE
- WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
- SANITARY SEWER, CLEANOUT & MANHOLE
- STORM SEWER, CLEANOUT & MANHOLE
- SCOURED SEWER & MANHOLE
- SQUARE FOUND & RESERVE CATCH BASIN, YARD DRAIN
- POST INDICATOR VALVE
- WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
- MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
- UNIDENTIFIED STRUCTURE
- SPOT ELEVATION
- CONTOUR LINE
- FENCE
- GUARD RAIL
- STREET LIGHT
- SIGN
- CONC. CONCRETE
- ASPH. ASPHALT
- GRAVEL GRAVEL SHOULDER
- WETLAND

BENCHMARKS
(GPS DERIVED - NAVD83)
THE ELEVATIONS SHOWN ON TOPO ARE 0.14' HIGHER THAN CITY DATUM.

BM #302 (CITY BM #1425)
ARROW ON A DUMPLE ON A HYDRANT LOCATED ON THE SOUTH SIDE OF LONG LAKE ROAD, APPROX. 230' WEST OF THE DRIVE TO #2180 E. LONG LAKE ROAD.
ELEV. - 657.84

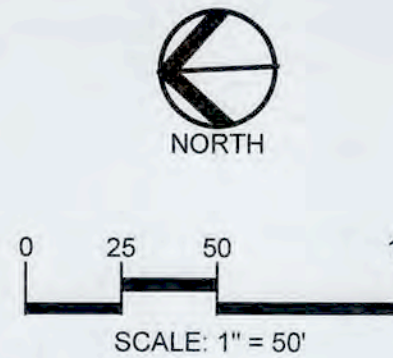
BM #303
CUT "X" LOCATED ON THE NORTHEAST SIDE OF A LIGHT POLE BASE LOCATED ON THE SOUTH SIDE OF E. LONG LAKE ROAD, NORTHWEST OF DRAIN HEADWALL.
ELEV. - 657.72

PAVEMENT QUANTITIES:

4" CONCRETE SIDEWALK	8,020 SF
7" CONCRETE WITH INT. CURB	20,807 SF
310 SF CONCRETE ACCESS DRIVE	310 SF
9" R.O.W. CONCRETE	1,522 SF
30" B-2 CONCRETE CURB	77 LF
MDOT DETAIL "M" GUTTER PAN	88 LF

NOTE:
CONTRACTOR SHALL VERIFY ALL QUANTITIES. ANY DEVIATIONS TO THE PLAN QUANTITIES SHALL BE BROUGHT TO THE ATTENTION OF PEA GROUP FOR VERIFICATION, PRIOR TO BIDDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com



811 Know what's below. Call before you dig.

CAUTION!
THE LOCATION 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
MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TWP. MICHIGAN

PROJECT TITLE
ADLER COVE
2112, 2125 & 2152 E. LONG LAKE
TROY, MICHIGAN

GENERAL NOTES:

- THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.
- ALL CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT OSHA, MDOT AND MUNICIPALITY STANDARDS AND REGULATIONS.
 - THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
 - THE CONTRACTOR SHALL CONTACT THE ENGINEER SHOULD THEY ENCOUNTER ANY DESIGN ISSUES DURING CONSTRUCTION. IF THE CONTRACTOR MAKES DESIGN MODIFICATIONS WITHOUT THE WRITTEN DIRECTION OF THE DESIGN ENGINEER, THE CONTRACTOR DOES SO AT HIS OWN RISK.
 - ALL NECESSARY PERMITS, TESTING, BONDS AND INSURANCES ETC., SHALL BE PAID FOR BY THE CONTRACTOR. THE OWNER SHALL PAY FOR ALL CITY INSPECTION FEES.
 - THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE 811/ONE CALL UTILITY LOCATING CENTER, THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. IF NO NOTIFICATION IS GIVEN AND DAMAGE RESULTS, SAID DAMAGE WILL BE REPAIRED AT SOLE EXPENSE OF THE CONTRACTOR. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
 - CONTRACTOR SHALL VERIFY THAT THE PLANS AND SPECIFICATIONS ARE THE VERY LATEST PLANS AND SPECIFICATIONS AND FURTHERMORE, VERIFY THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED. ALL ITEMS CONSTRUCTED BY THE CONTRACTOR PRIOR TO RECEIVING FINAL APPROVAL, HAVING TO BE ADJUSTED OR RE-DONE, SHALL BE AT THE CONTRACTORS EXPENSE. SHOULD THE CONTRACTOR ENCOUNTER A CONFLICT BETWEEN THESE PLANS AND/OR SPECIFICATIONS, THEY SHALL SEEK CLARIFICATION IN WRITING FROM THE ENGINEER BEFORE COMMENCEMENT OF CONSTRUCTION. FAILURE TO DO SO SHALL BE AT SOLE EXPENSE TO THE CONTRACTOR.
 - ANY WORK WITHIN THE STREET OR HIGHWAY RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK.
 - ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR.
 - THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADING, SIGNAGE, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC IN ACCORDANCE WITH LOCAL REQUIREMENTS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). THE DESIGN ENGINEER, OWNER, CITY AND STATE SHALL NOT BE HELD LIABLE FOR ANY CLAIMS RESULTING FROM ACCIDENTS OR DAMAGES CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH TRAFFIC AND PUBLIC SAFETY REGULATIONS DURING THE CONSTRUCTION PERIOD.
 - THE USE OF CRUSHED CONCRETE IS PROHIBITED ON THE PROJECT WITHIN 100 FEET OF ANY WATER COURSE (STREAM, RIVER, COUNTRY DRAIN, ETC.) AND LAKE, REGARDLESS OF THE APPLICATION OR LOCATION OF THE WATER COURSE OR LAKE RELATIVE TO THE PROJECT LIMITS.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, INLETS, GATE WELLS ETC.) WITHIN GRADED AND/OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY.

Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table	
PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)	PARCEL NO.	AREA (S.F.)
1	12,430	6	6,900	11	8,039	16	6,900
2	7,751	7	7,554	12	8,174	17	7,383
3	7,142	8	8,365	13	7,638	18	7,730
4	8,510	9	10,089	14	7,192	19	7,680
5	6,900	10	10,058	15	6,900	20	14,649

CITY OF TROY JOB NO.: 22.904.3

DIMENSION PLAN

PEA JOB NO. 2016-266
P.M. JBT
DN. TMK
DES. TMK
DRAWING NUMBER:

C-3.0

A regular meeting of the Troy Traffic Committee was held Wednesday, February 19, 2025 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Timothy Battle
Dale Christiansen
Swathi Jeeda, Student Representative
Al Petrulis
Justin Rose
Abi Swaminathan
Pete Ziegenfelder

Absent: Shama Kenkre

Also present: G. Scott Finlay, City Engineer
Deputy Fire Chief, Michael Koehler
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – November 24, 2024 Traffic Committee

Resolution # 2025-02-01
Moved by Rose
Seconded by Petrulis

To approve the November 24, 2025 minutes as printed.

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder
No: None
Absent: Kenkre

MOTION CARRIED

PUBLIC HEARINGS

3. Request for Sidewalk Waiver – 403 Starr (Sidwell # 88-20-27-178-009)

Evan Carpenter, the Builder, requests a sidewalk waiver for the sidewalk at 403 Starr (Sidwell # 88-20-27-178-009). The Builder states:

- a. *There are no other sidewalks in the subdivision. This would be the only sidewalk, and the property on both sides and across the street has no sidewalks. A sidewalk would literally be a sidewalk to nowhere.*

The Department of Public Works (DPW) recommends approving the waiver request and not requiring the installation of sidewalks " due to the lack of sidewalks on the surrounding parcels and the open drainage ditches of the area," subject to the submission of a cash deposit for future construction to assure consent and participation in any future sidewalk installation.

No public comment was made.

The item was brought back to the table.

Dale Christiansen asked for some clarification on what area the sidewalk waiver pertains too, because the GIS map is showing that there is an existing sidewalk on Starr, and does not agree with a deposit being required.

Scott Finlay explained that it would be for the portion of the home on Kirkton.

Justin Rose asked what was built North of this home.

Scott Finlay stated it was an apartment complex.

Al Petrulis agrees with Dale because it does not seem to have the potential to be connected anywhere like most of the sidewalk waivers we have granted in the past. Does not believe it'll ever need sidewalk, or lead anywhere.

Pete Zigenfelder pointed out that no deposit is outside our normal procedure. Scott Finlay added that it has happened before, but not very often.

Dale Christiansen asked if we can suggest that these savings be passed along to the new owner.

Scott Finlay stated that is not something we are able to do.

Resolution # 2025-02-02

Moved by Christiansen

Seconded by Petrulis

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder

No: None

Absent: Kenkre

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Evan Carpenter, builder of 403 Starr has requested a waiver of the requirement to construct sidewalk based on lack of sidewalk on surrounding parcels; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and

- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus, it would not serve the purpose of a pedestrian travel way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver of the sidewalk requirement along the Kirton frontage for 403 Starr (Sidwell # 88-20-27-178-009).

MOTION CARRIED

4. Request for Sidewalk Waiver – 50 Lesdale (Sidwell # 88-20-03-152-027)

Edvin Godo, the Homeowner, requests a sidewalk waiver for the sidewalk at 50 Lesdale (Sidwell # 88-20-03-152-027). The homeowner states:

- a. *There are no other sidewalks in the subdivision. This would be the only sidewalk, and the property on both sides, as well as across the street, has no sidewalks. A sidewalk would literally be a sidewalk to nowhere.*

The Department of Public Works (DPW) recommends approving the waiver request and not requiring the installation of sidewalks " due to the lack of sidewalk on the surrounding parcels and the open drainage ditches of the area," subject to the submission of a cash deposit for future construction to assure consent and participation in any future sidewalk installation.

There was no public comment, and the item was returned to the table for discussion.

Dale Christiansen asked how often a street like Lesdale has had a sidewalk installed by the City of Troy.

Scott Finlay stated that we have not had any to date.

Dale Christiansen asked why we require the money deposit then.

Scott Finlay stated that it would be used for sidewalk(s) in the future. Potentially, we could have a lot of new houses constructed on one street and be able to cover the remaining costs to install the sidewalks. He also mentioned that the City Attorney wants the sidewalks installed and does not want sidewalk waivers granted. Hence, the deposit is a way to ensure the sidewalk can be installed at some point.

Justin Rose asked if we have a limit on the number of new houses on a street that can be built before the City paves.

Dale Christiansen disagrees with the deposit and thinks we should waive it.

Pete Zigenfelder explained that the new owner has the expectation of sidewalk being installed for their new home, so most of the time the builder is saving money not the new owner. Pete also added that he is always in favor of sidewalks being installed.

Resolution # 2025-02-03

Moved by Rose

Seconded by Swaminathan

Yes: Battle, Petrulis, Rose, Swaminathan, Ziegenfelder

No: Christiansen

Absent: Kenkre

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Edwin Godo, homeowner of 50 Lesdale has requested a waiver of the requirement to construct sidewalk based on lack of sidewalk on surrounding parcels; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver of the sidewalk requirement for 50 Lesdale (Sidwell # 88-20-03-152-027) contingent upon receipt of a cash deposit, commensurate with the cost of sidewalk construction.

MOTION CARRIED

6. Request for Sidewalk Waiver – 886 Trombley (Sidwell # 88-20-22-401-102)

Florian Libert, homeowner requests a sidewalk waiver for the sidewalk at 886 Trombley (Sidwell # 88-20-22-401-102). The homeowner states:

- a. *There are no other sidewalks in the subdivision. This would be the only sidewalk and property on both sides as well as across the street have no sidewalks. A sidewalk would literally be a sidewalk to nowhere.*

The Department of Public Works (DPW) recommends approving the waiver request and not requiring the installation of sidewalks " *due to the lack of sidewalk on the surrounding parcels and the open drainage ditches of the area,*" subject to the submission of a cash deposit for future construction to assure consent and participation in any future sidewalk installation.

There was no public comment, and the item was returned to the table for discussion.

Justin Rose asked about why the block West of this site, off of Trombley between Talbot and Kilmer, has sidewalk, when the rest of the area does not.

Scott Finlay stated that the houses must have been built after an ordinance was changed during construction or before they were built.

Dale Christiansen states that they have approximately 10 new homes on this street with no sidewalks.

Pete Ziegenfelder pointed out that without the sidewalk waivers, the sidewalk in this area may have connected.

Scott Finlay showed the GIS map filtered to show how many sidewalk waivers have been granted on Trombley and mentioned that the properties without sidewalks would pay for sidewalks if the street had a majority vote for sidewalk installation.

Resolution # 2025-02-03

Moved by Christiansen

Seconded by Rose

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder

No: None

Absent: Kenkre

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Florian Libert, homeowner of 886 Trombley has requested a waiver of the requirement to construct sidewalk based on lack of sidewalk on surrounding parcels; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver of the sidewalk requirement for 886 Trombley (Sidwell # 88-20-22-401-102) contingent upon receipt of a cash deposit, commensurate with the cost of sidewalk construction.

MOTION CARRIED

REGULAR BUSINESS

7. Request for Traffic Control – Wattles and Gatwick

John Stankrauff, on behalf of the residents of Edenderry Subdivisions, requests a “DO NOT BLOCK INTERSECTION” sign at Gatwick Drive and Wattles Road.

During peak traffic hours, eastbound traffic backs up on Wattles Road at Rochester Road through the Gatwick Drive intersection, making ingress/egress from Gatwick difficult. There is an existing traffic signal at Wattles and Rochester Road, and during peak hours, traffic may back up to and beyond Gatwick Drive, making turns difficult.

The Troy Police Department was consulted regarding this request and confirmed that this is a valid concern. They would not object to posting a DO NOT BLOCK INTERSECTION sign at this location. However, they caution that during peak hours, officers are busy with higher-priority calls and that enforcement would be difficult. They also caution that the sign and pavement marking can give drivers a false sense of security entering and exiting Gatwick.

John Stankrauff of 3836 Gatwick states that Gatwick is the entrance to a 40-home subdivision, with lots of traffic. He explained that Mondrian has a new development coming and that traffic on Wattles is already very busy. He says that the new light that was installed on Wattles takes a very long time and makes it very hard for residents to turn out of the subdivision. Often times drivers are not leaving room and it can be very dangerous trying to pull out onto the main road. He would really like this sign to be installed.

Mike Samueloff lives at 3930 Gatwick, and explained that Gatwick is a cut-thru and often used to get to Rochester Road, which in turn makes this road very, very busy. He believes a No thru traffic and a don't block intersection would be very helpful, because of how busy street is during the morning and afternoon traffic. He suggested that maybe the light at the turnaround have timing updated during non-peak hours, especially at the end of the work day to help keep traffic moving. The main concern that he has though is the intersection being blocked during rush hour. Pete Ziegenfelder asked if they have speed bumps, the residents responded that they do not but speeding is constant. Mike did explain that they have contacted to the Police department about speeding in previous years.

There was no public comment, and the item was returned to the table for discussion.

Justin Rose asked Scott Finlay how many of these Do not block intersection signs we have throughout the City of Troy.

Scott Finlay answered that we have no more than 20. Scott explained that we have one at the intersection at of Wattles near Enclave of Troy and that the residents want a safer solution after a recent rollover accident. Still, the safest solution would be no left turn, in or out of the subdivision and install a porkchop island. We do have a few of the Do not block intersections along Rochester Rd as well, but with that comes a false sense of security because not all of the lanes need to stop, one lane could be backed up but the others are not, so the car could believe it is safe to turn out but the other cars do not necessarily have to stop because they would not be blocking the intersection. These signs have Pros & Cons.

Justin Rose asked about the comment from the Agenda that the Police Department had mentioned, that that intersection/area would be tough to enforce during peak hours due to officers having higher-priority calls.

Scott Finlay did explain that it can be enforced, but it would be harder during those times to enforce.

Sgt. Warzecha stated that it can and will be enforced, but explained how hard it is for them to find somewhere to sit to catch people violating. If the drivers can see the police officers, they are less likely to block the intersection.

Justin Rose asked how often tickets for impeding traffic are written.

Sgt. Warzecha stated that it is not very often. The officers have to weigh the pros and cons. Most of the time, it is a citizen we are pulling over, and it is hard to justify a \$125 ticket when no accidents or anything were caused. Most of the tickets they are writing right now are moving violations and speeding violations. Last year alone, we had over 3,000 crashes in the City of Troy, and that is not from residents blocking driveways.

Timothy Battle asked if we would be able to install a sign that says "Stop Here on Red Light" so that drivers do not stop right under the light, similar to what we have done on Big Beaver near a few residential driveways.

Everyone explained that the light is too far from Gatwick to be beneficial.

Dale Christiansen asked what the bar would entail. Scott Finlay explained that the Summerfield intersection has a Stop bar and a sign.

Abi Swaminathan asked how many we have in that one-mile area.

Scott Finlay stated that the one near Summerfield is only nearby, but we have a few on Rochester Road.

Justin Rose asked about the Summerfield sign but does believe that this area is very different from Gatwick because it is the only entrance in and out of the subdivision.

Scott Finlay stated that the high school's proximity to the area most likely causes a lot of traffic.

Dale does not think the High School is a problem, and a resident pointed out that it would be very inconvenient.

Sgt Warzecha pointed out that not everyone who blocks the intersection does it intentionally. Sometimes, you think you are able to make it, and traffic stops, and you have nowhere else to go. A lot of people do not like to leave room because they do not want to get cut off or have someone sneak in front of them.

Dale Christiansen asked Scott if we would flag the new sign to ensure people know it.

Scott Finlay was not sure if that would be warranted or required.

Justin Rose added that it is based on the agency's preference. Typically, it would be done for a new stop sign or a new traffic signal that asks the drivers to do something new, just to make people aware. This type of change is more of a regulatory change and would not necessarily require it.

A resident asked if the stop bar could be yellow. The board replied that it needed to be white.

Justin Rose stated he is not a fan of adding regulatory signs because they could give other drivers a false sense of security and be very dangerous.

Sgt. Warzecha did explain that the driver making a left in or out of that subdivision will still be at fault if an accident occurs. The sign does not remove the fault.

Resolution # 2025-02-04

Moved by Christiansen

Seconded by Swaminathan

Yes: Petrulis, Rose, Swaminathan, Ziegenfelder
No: Battle, Christiansen
Absent: Kenkre

RESOLVED, that a DO NOT BLOCK INTERSECTION sign with appropriate pavement markings be **APPROVED** for installation on eastbound Wattles Road at Gatwick Drive.

8. Election of Officers

In accordance with the By-Laws of the City of Troy Traffic Committee, Article III, nomination of officers shall be made from the floor on the third Wednesday of February of each year for the purpose of electing a Chairperson and a Vice-Chairperson.

A candidate receiving a majority vote of the members present at the meeting shall be declared elected and shall serve for one year or until his or her successor shall take office. Vacancies in offices shall be filled immediately by regular election procedure.

Article II of the By-Laws speaks to the Officers and Their Duties, which states:

Section 1 - The officers of the Traffic Committee shall consist of a Chairperson and a Vice-Chairperson.

Section 2 - The Chairperson shall preside at all meetings of the Traffic Committee and shall have the duties normally conferred by parliamentary usage on such officers.

Section 3 - The Chairperson shall be one of the citizen members of the Committee and shall have the privilege of discussing all matters before the Committee and voting thereon.

Section 4 - The Vice-Chairperson shall act for the Chairperson in his or her absence. The Vice-Chairperson shall be a citizen member of the Committee, with the rights and privileges of the Chairperson.

Resolution # 2025-02-05

Moved by Rose

Seconded by Swaminathan

RESOLVED, that Pete Ziegenfelder be elected Chairperson of the Traffic Committee for the calendar year 2025.

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder

No: None

Absent: Kenkre

MOTION CARRIED

RESOLVED, that Al Petrulis be elected Vice-Chairperson of the Traffic Committee for the calendar year 2025.

Resolution # 2024-02-06

Moved by Christiansen

Seconded by Ziegenfelder

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder

No: None

Absent: Kenkre

MOTION CARRIED

5. Public Comment

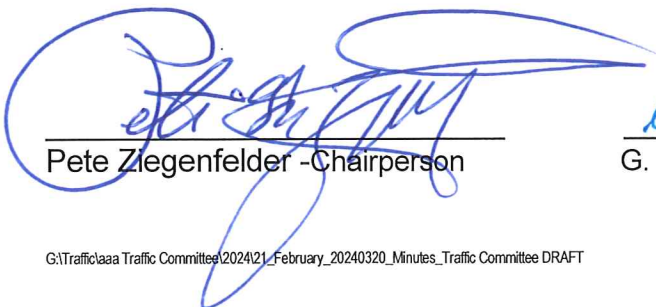
A resident asked if the motion for Gatwick and Wattles needed to include the exact location. The board explained that we have to comply with the Michigan Uniform of Traffic Control Devices and that the motion will ensure the requirements are met after the City Council approves it.

Justin Rose did mention that we have an ongoing Woodward Corridor study tomorrow, February 20, 2025, and there is an online meeting. Information is on the MDOT website.

6. Other Business

7. Adjourn

The meeting adjourned at 8:20 PM.



Pete Ziegenfelder -Chairperson



G. Scott Finlay, City Engineer/Traffic Engineer

From: Burns, Mary
Sent: Monday, March 17, 2025 4:36 PM
To: Keegan M Sulecki
Subject: Amanda Carr

Hi Keegan,

Amanda and I have been in contact to work out coming to Schroeder for the Fairy tale Stem program. I also, want you to know how amazing she was to my Mom when she fell and injured her knee. Amanda's a gem for the library!

Thanks!

Mary Burns
Media Specialist
Schroeder Elementary

CITY MANAGER
CITY OF TROY, OAKLAND COUNTY
500 W. BIG BEAVER ROAD
TROY, MI 48084

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
DTE GAS COMPANY
CASE NO. U-21837**

- DTE Gas Company requests Michigan Public Service Commission's approval for Reconciliation of its Revenue Decoupling Mechanism (RDM) for the Period January 1, 2024 through November 20, 2024.
- The information below describes how a person may participate in this case.
- You may call or write DTE Gas Company One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Gas Company or on the Commission's website at: <https://mipsc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: Tuesday, April 22, 2025 at 9:00 AM

BEFORE: Administrative Law Judge Christopher S. Saunders

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARAMOHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's (DTE Gas) January 28, 2025 application requesting the Commission to: 1) authorize DTE Gas to reconcile the Revenue Decoupling Mechanism (RDM) for the period January 1, 2024 through November 20, 2024 as proposed; 2) authorize DTE Gas to credit a net amount of \$10.55 million, plus interest to customers over a one-month period on a per customer charge basis; 3) authorize DTE Gas to include any residual balance resulting from an over- or under-collection, or over- or underrefund in subsequent RDM reconciliation filings as proposed; and 4) grant DTE Gas other and further relief as is just and reasonable.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in 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 April 15, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Carlton D. Watson, One Energy Plaza, 1650 WCB, Detroit, MI 48226.

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 for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to 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-21837. 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 Executive Secretary 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.

Jurisdiction is pursuant to 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.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

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