



CITY COUNCIL

REGULAR MEETING

AGENDA

JANUARY 13, 2020
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

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

Respectfully,

Mark F. Miller,
City Manager

2019 Strategies

- 1 Re-evaluate the Trails & Pathways program with a focus on public participation and creative problem-solving to build community support.
- 2 Gather community input, reassess the most recent Town Center initiative, and develop a plan for the future of the Civic Center property.
- 3 Determine the customer service needs of City Hall and incorporate the findings of the Facilities Condition Assessment into the maintenance plan of the facilities.
- 4 Establish a comprehensive Capital Improvement Program and planning process that is reviewed and implemented on an annual basis.
- 5 Convene the Charter Revision Committee to evaluate charter language and millage limitations, and develop a strategy to fund the Library past 2021.
- 6 Determine public transportation service needs, and implement a revised plan for the Big Beaver Shuttle and Medi-Go.
- 7 Update the Parks and Recreation Plan and incorporate the Green Space Subcommittee recommendations to protect and invest in the City's parks.
- 8 Evaluate the Volunteer Firefighters Incentive Plan to ensure the policy is reasonable and sustainable.
- 9 Study the feasibility of a Rochester Road Improvement District.
- 10 Develop a plan to effectively engage residents and businesses through community conversations.



CITY COUNCIL AGENDA

January 13, 2020 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: **1**

C-1 Proclamation in Recognition of Paula and Wade Fleming for Many Years of Service to the City of Troy (*Presented by: Mayor Ethan Baker*) 1

D. CARRYOVER ITEMS: **1**

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: **1**

E-1 No Public Hearings 1

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA: **1**

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT: **2**

H. POSTPONED ITEMS: **2**

H-1 No Postponed Items 2

I. REGULAR BUSINESS: **3**

- I-1 Board and Committee Appointments: a) Mayoral Appointments – Planning Commission; b) City Council Appointments – Building Code Board of Appeals 3
- I-2 Board and Committee Nominations: a) Mayoral Nominations – Board of Review, Brownfield Redevelopment Authority, Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – Building Code Board of Appeals, Election Commission, Liquor Advisory Committee, Personnel Board, Traffic Committee 4
- I-3 Request for Closed Session 12
- I-4 City of Troy Redevelopment Ready Communities Baseline Report *(Introduced by: Drew Benson, Assistant to the City Manager)* 12
- I-5 Bid Waiver and Budget Amendment – Fire Panel Upgrade for the County of Oakland, 52-4 District Court Building *(Introduced by: Kurt Bovensiepe, Public Works Director)* 13
- I-6 Standard Purchasing Resolution #1: Award to Low Bidder – Contract 19-05 – Willow Grove Sanitary Sewer *(Presented by: Scott Finlay, Deputy City Engineer)* 14
- I-7 Standard Purchasing Resolution 4: Award – State of Michigan MIDEAL Cooperative Purchasing Agreement and Budget Amendment – Police Fleet Vehicles *(Introduced by: Kurt Bovensiepe, Public Works Director)* 14
- I-8 Cingular Wireless (AT&T) Master License Agreement-Small Cells *(Introduced by: Lori Grigg Bluhm, City Attorney)* 15
- I-9 City of Troy 2020 Strategy Development Process *(Introduced by: Mark F. Miller, City Manager)* 15
- I-10 Bid Waiver – Professional Services – Police Department Testing Services *(Introduced by: Frank Nastasi, Police Chief, and Lieutenant Chris Stout)* 15
- I-11 Budget Amendment – Classification and Compensation Study (Human Resources) *(Introduced by: Mark F. Miller, City Manager)* 16

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| | | |
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| J-1b | Address of “J” Items Removed for Discussion by City Council | 16 |
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| J-3 | Proposed City of Troy Proclamations: | 17 |
| | a) Proclamation to Recognize Celebration of “Yoga for Health, Health for Humanity Surya Namaskar Yajna 2020” January 18–February 2, 2020..... | 17 |
| J-4 | Standard Purchasing Resolutions: | 17 |
| | a) Standard Purchasing Resolution 4: Award – State of Michigan MIDEAL and MITN Cooperative Purchasing Agreements – Fleet Vehicles – DPW and Fire Departments..... | 17 |
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| | c) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fitness Equipment..... | 17 |
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| J-6 | 2020 Poverty Exemption Guidelines (Changes from Previous Year) | 19 |
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| J-8 | Request for Acceptance of a Warranty Deed and Six Permanent Easements – West Troy Meadows Site Condominium, Section 16, Sidwell #88-20-16-401-002 | 19 |
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| J-10 | Request for Acceptance of a Permanent Easement for Sanitary Sewers from Martha C. Childs – Sidwell #88-20-12-100-034 | 20 |
| J-11 | Request for Acceptance of a Permanent Easement for Water Mains from Timberlake, LLC – Sidwell #88-20-32-152-025 | 20 |
| J-12 | Request for Recognition as a Nonprofit Organization from The Rotary Club of Troy | 20 |

| | | |
|------------------|--|-----------|
| <u>K.</u> | <u>MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:</u> | 21 |
| K-1 | Announcement of Public Hearings: | 21 |
| | a) January 27, 2020 – City of Troy 2020-2024 Parks and Recreation Master Plan Public Hearing Announcement | 21 |
| K-2 | Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted | 21 |
| <u>L.</u> | <u>PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:</u> | 21 |
| <u>M.</u> | <u>CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:</u> | 21 |
| <u>N.</u> | <u>COUNCIL REFERRALS:</u> | 21 |
| N-1 | No Council Referrals | 21 |
| <u>O.</u> | <u>COUNCIL COMMENTS:</u> | 21 |
| O-1 | No Council Comments Advanced | 21 |
| <u>P.</u> | <u>REPORTS:</u> | 21 |
| P-1 | Minutes – Boards and Committees: | 21 |
| | a) Employees’ Retirement System Board of Trustees-Final – November 13, 2019 | 21 |
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| P-2 | Department Reports: | 21 |
| | a) Report of Efforts to Increase Voter Participation in Troy | 21 |
| | b) 4 th Quarter 2019 Litigation Report..... | 21 |
| P-3 | Letters of Appreciation: | 21 |
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| P-4 | Proposed Proclamations/Resolutions from Other Organizations: | 21 |
| | a) Oakland County Miscellaneous Resolution #19385 – Board of Commissioners - Support for the House Bill 5229, Revising the Municipal Partnership Act..... | 21 |

Q. CLOSED SESSION **21**

| | | |
|-----|----------------|----|
| Q-1 | Closed Session | 21 |
|-----|----------------|----|

R. ADJOURNMENT: **22**

2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS: **23**

| | | |
|------------------|---|----|
| January 27, 2020 | Special Meeting - Orientation | 23 |
| February 3, 2020 | Special Meeting – Strategic Planning | 23 |
| February 4, 2020 | Joint Special City Council/Planning Commission Meeting (7:00 PM) at Community Center (Room 303) | 23 |
| March 2, 2020 | Special Meeting – Personnel Evaluations | 23 |
| March 23, 2020 | Special Meeting – Personnel Evaluations | 23 |
| April 20, 2020 | Special Meeting - Budget | 23 |
| April 22, 2020 | Special Meeting - Budget | 23 |

2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS: **23**

| | | |
|--------------------|-----------------|----|
| January 27, 2020 | Regular Meeting | 23 |
| February 10, 2020 | Regular Meeting | 23 |
| February 24, 2020 | Regular Meeting | 23 |
| March 16, 2020 | Regular Meeting | 23 |
| March 30, 2020 | Regular Meeting | 23 |
| April 13, 2020 | Regular Meeting | 23 |
| April 27, 2020 | Regular Meeting | 23 |
| May 11, 2020 | Regular Meeting | 23 |
| May 18, 2020 | Regular Meeting | 23 |
| June 1, 2020 | Regular Meeting | 23 |
| June 22, 2020 | Regular Meeting | 23 |
| July 13, 2020 | Regular Meeting | 23 |
| July 27, 2020 | Regular Meeting | 23 |
| August 10, 2020 | Regular Meeting | 23 |
| August 24, 2020 | Regular Meeting | 23 |
| September 14, 2020 | Regular Meeting | 23 |
| September 21, 2020 | Regular Meeting | 23 |
| October 12, 2020 | Regular Meeting | 23 |
| October 26, 2020 | Regular Meeting | 23 |
| November 9, 2020 | Regular Meeting | 23 |
| November 23, 2020 | Regular Meeting | 23 |
| December 7, 2020 | Regular Meeting | 23 |
| December 14, 2020 | Regular Meeting | 23 |

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

Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Ann Erickson Gault
Mayor Pro Tem David Hamilton
Ellen Hodorek
Ed Pennington

Excuse Absent Council Members:

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of January 13, 2020, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation in Recognition of Paula and Wade Fleming for Many Years of Service to the City of Troy (*Presented by: Mayor Ethan Baker*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

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 for Items On the Agenda, 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:

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are three Public Comment portions of the agenda. For Items On the Agenda, visitors can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the agenda. All other topics are addressed under Items Not on the Agenda. There is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up. In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation. Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:**I-1 Board and Committee Appointments: a) Mayoral Appointments – Planning Commission; b) City Council Appointments – Building Code Board of Appeals****a) Mayoral Appointments:**Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

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

Planning Commission

Appointed by Mayor

9 Regular Members

3 Year Term

Nominations to the Planning Commission:**Term Expires: 12/31/2022****Marianna Perakis**

Term currently held by:

Barbara Fowler

Term Expires: 12/31/2022**Thomas Krent**

Term currently held by:

Thomas Krent

Term Expires: 12/31/2022**Sadek Rahman**

Term currently held by:

Sadek Rahman

Yes:

No:

b) City Council Appointments:Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

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

Building Code Board of Appeals

Appointed by Council

5 Regular Members: Three (3) Residents with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience; Two (2) by Ordinance - City Manager and Oakland County Health Department Representative

5 Year Term

Nominations to the Building Code Board of Appeals:**Term Expires: 1/1/2025****Matthew Dziurman**

Term currently held by: Andrew Schuster-No Reappointment

Yes:

No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Board of Review, Brownfield Redevelopment Authority, Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – Building Code Board of Appeals, Election Commission, Liquor Advisory Committee, Personnel Board, Traffic Committee

a) Mayoral Nominations:Suggested Resolution

Resolution #2020-01-

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:

Board of Review

Appointed by Mayor

3 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App/Resume Expire | Appointment Expire | Notes 2 |
|-----------|-------------|-------------------|--------------------|------------------------|
| Adams | John Howard | 12/2/2021 | 1/31/2020 | Requests Reappointment |
| Hatch | James | 1/2/2021 | 1/31/2022 | |
| Strahl | Frank | 1/8/2020 | 1/31/2021 | |

Nominations to the Board of Review:**Term Expires: 1/31/2023**

Term currently held by: John Howard Adams

Interested Applicants:

| Last Name | First Name | App/Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Cicchini | Philippe | 6/1/2020 | |

| | | | |
|----------|---------|-----------|--|
| Dziurman | Matthew | 3/6/2021 | |
| McGerty | Ryan | 8/15/2020 | |
| Rauch | Gerald | 12/4/2021 | |

[Brownfield Redevelopment Authority](#)

Appointed by Mayor
6 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App/Resume Expire | Appointment Expire | Notes 2 |
|--------------|------------|-------------------|--------------------|--------------------------------|
| Gottlieb | Steven | 11/24/2016 | 4/30/2022 | |
| Kornacki | Rosemary | 1/14/2021 | 4/30/2020 | |
| Noguez-Ortiz | Carolina | 12/19/2019 | 4/30/2020 | |
| Sweidan | Rami | 1/31/2021 | 4/30/2020 | |
| Vacancy | | | 4/30/2021 | Mr. Salgat resigned 10/15/2019 |
| Vassallo | Joseph | 3/27/2020 | 4/30/2021 | |

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2021

Term currently held by: Vacancy–Mr. Salgat resigned 10/15/19

Interested Applicants:

| Last Name | First Name | App/Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Aowad | Ayman | 9/10/2020 | |

[Downtown Development Authority](#)

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 3 |
|---------------------|------------|----------------|--------------------|-------------|---------|
| Baker | Ethan | | | At Large | |
| Blair | Timothy | 6/17/2017 | 9/30/2019 | In District | |
| Bostick | Dennis | 6/22/2018 | 9/30/2020 | In District | |
| Chamberlain-Creanga | Rebecca | 5/23/2018 | 9/30/2020 | In District | |
| Keisling | Laurence | 6/22/2018 | 9/30/2020 | At Large | |

| | | | | | |
|--------------|----------|------------|-----------|-------------|------------------------|
| Kiriluk | Alan | 10/12/2014 | 9/30/2020 | In District | |
| Knollenberg | Martin | 6/28/2021 | 9/30/2019 | In District | Requests Reappointment |
| Koza | Kenny | 9/18/2019 | 9/30/2021 | In District | |
| MacLeish | Daniel | 6/15/2019 | 9/30/2021 | In District | |
| Mioduszewski | Brian | 8/8/2021 | 9/30/2019 | In District | Requests Reappointment |
| Randol | Ward Jr. | 9/28/2020 | 9/30/2022 | At Large | |
| Reschke | Ernest | 10/4/2020 | 9/30/2022 | At Large | |
| Schroeder | Douglas | 10/23/2016 | 9/30/2022 | At Large | |

Nominations to the Downtown Development Authority:**Term Expires: 9/30/2023**

Term currently held by: Timothy Blair

Term Expires: 9/30/2023

Term currently held by: Martin Knollenberg

Term Expires: 9/30/2023

Term currently held by: Brian Mioduszewski

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 | Notes 2 |
|-------------|-------------|-------------------|----------|---------------------------------------|
| Alali | Yasser | 3/13/2020 | At Large | |
| Aowad | Ayman | 9/10/2020 | At Large | |
| Ashland | David | 11/14/2021 | At Large | |
| Crawford | Timothy | 6/26/2021 | At Large | |
| Forster | Jeffrey | 3/19/2020 | At Large | |
| Francois | Cathleen | 11/20/2019 | At Large | |
| Kornacki | Rosemary | 1/14/2021 | At Large | Brownfield Redev. Auth. exp 4/30/2020 |
| Malalahalli | Jayalakshmi | 11/20/2021 | At Large | |
| McGhee | Eric | 4/16/2020 | At Large | |
| Schick | Michael | 1/16/2021 | At Large | |
| Sekhri | Arun | 9/19/2020 | At Large | |
| Sekhri | Suneel | 3/19/2020 | At Large | |
| Shepherd | John | 4/22/2021 | At Large | |
| Singh | Inderpal | 11/12/2021 | At Large | |

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 |
|------------|------------|----------------|--------------------|-------------------------|---|
| Beltramini | Robin | 7/17/2021 | 6/30/2022 | Resident Member | |
| Hodorek | Ellen | | 11/8/2021 | Alternate; City Council | City Council exp 11/8/2021 |
| Hoef | Paul | 5/1/2017 | 6/30/2023 | Resident Member | EDC exp. 4/30/2015; LDFA exp 6/30/2023 |
| Hunter | Daniel | | | Oakland County Designee | |
| Vacancy | | | | Alternate; City Council | |
| Vacancy | | | 6/30/2020 | Resident Member | D. Shield's term exp 6/30/2016 - No Reappointment |
| Vacancy | | | 6/30/2020 | Resident Member | John Sharp's unexpired term |
| Vitale | Nickolas | 3/7/2021 | 6/30/2023 | Resident Member | |

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: City Council Term

Alternate; City Council Member

Term currently held by: Vacancy

Term Expires: 6/30/2020

Resident Member

Term currently held by: Vacancy

Unexpired Term Expiring: 6/30/2020

Resident Member

Term currently held by: Vacancy – Sharp's unexpired term

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|----------|
| Crawford | Timothy | 6/26/2021 | At Large |
| D'Aoust | Allen | 5/23/2021 | |

| | | | |
|--------------|----------|------------|--|
| DiFalco | Melissa | 12/2/2021 | |
| McGerty | Ryan | 8/15/2020 | |
| Nacy | Emily | 11/8/2021 | |
| Noguez-Ortiz | Carolina | 12/19/2019 | |
| Pensa | Grant | 10/1/2020 | |
| Schick | Michael | 1/16/2021 | |
| Shepherd | John | 4/22/2021 | |
| Sweidan | Rami | 10/10/2021 | |
| Yu | Fu-shin | 8/20/2021 | |

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2020-01-

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:

Building Code Board of Appeals

Appointed by Council

5 Regular Members: Three (3) Residents with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience; Two (2) by Ordinance - City Manager and Oakland County Health Department Representative

5 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|-----------|------------|----------------|--------------------|---|
| Abitheira | Gary | 1/20/2014 | 1/1/2022 | Resident w/Construction/Engineering Experience. |
| Brooks | Teresa | 1/4/2019 | | Oakland County Health Dept Sanitarian |
| Frisen | Sande | 11/2/2017 | 1/1/2020 | Architectural Engineer |
| Miller | Mark F. | | | Per Chapter 79, Sect 116.2 |
| Schuster | Andrew | 11/4/2016 | 1/1/2020 | NO Reappointment |

Nominations to the Building Code Board of Appeals:**Term Expires: 1/1/2025**

Term currently held by: Sande Frisen

Interested Applicants:

| Last Name | First Name | App/Resume Expire | Notes 1 | Notes 2 |
|-----------|------------|----------------------|-------------------------|------------------------------------|
| Ali | Aleem | 1/2/2021 | Engineering experience | |
| Chambers | Barbara | 2/26/2021 | | Historic Dist Comm exp 3/1/2020 |
| Dziurman | Matthew | 3/6/2021 | Construction experience | |

Election Commission

Appointed by Council

2 Regular Members and 1 Charter Member

1 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|-----------|------------|-------------------|-----------------------|---------|
| Anderson | David | | 1/31/2020 | |
| Dickson | Aileen | | Charter | |
| Philo | Harry | | 1/31/2020 | |

Nominations to the Election Commission:**Term Expires: 1/31/2021**

Term currently held by: David Anderson

Term Expires: 1/31/2021

Term currently held by: Harry Philo

Interested Applicants:

| Last Name | First Name | App/Resume Expire | Notes 1 |
|-----------|------------|----------------------|---------|
| Hashmi | Amin | 12/16/2021 | |

Liquor Advisory Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App/Resume Expire | Appointment Expire | Notes 3 |
|------------|------------|-------------------|--------------------|-----------------------------------|
| Ashland | David | | 1/31/2021 | |
| Comiskey | Ann | 2/5/2020 | 1/31/2021 | |
| Ehlert | Max | 1/26/2020 | 1/31/2021 | |
| Gorcyca | David | 1/16/2019 | 1/31/2020 | Requests Reappointment |
| Kaltsounis | Andrew | 1/14/2021 | 1/31/2022 | |
| Oberski | Jeff | | Ex-Officio Member | |
| Pendy | Michael | 1/2/2021 | 1/31/2022 | |
| Vacancy | | | 1/31/2020 | W. Stan Godlewski's expired term. |

Nominations to the Liquor Advisory Committee:**Term Expires: 1/31/2023**

Term currently held by: Vacancy–Mr. Godlewski's expired term

Term Expires: 1/31/2023

Term currently held by: David Gorcyca

Interested Applicants:

| Last Name | First Name | App/Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Jones | Kelly | 12/11/2021 | |

Personnel Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App/Resume Expire | Appointment Expire | Notes 1 |
|-----------|------------|-------------------|--------------------|---------|
| Baughman | Deborah | 2/24/2019 | 4/30/2020 | |
| Gordon | Pamela | 4/2/2020 | 4/30/2021 | |
| Parpart | Jane | 3/13/2020 | 4/30/2021 | |
| Rosenberg | Michael | 4/19/2015 | 4/30/2020 | |
| Vacancy | | | 4/30/2021 | |

Nominations to the Personnel Board:

Term Expires: 4/30/2021

Term currently held by: Vacancy

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Murray | William | 4/16/2020 | |

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App/Resume Expire | Appointment Expire | Notes 1 | Notes 3 |
|--------------|------------|-------------------|--------------------|--|------------------------|
| Huotari | William | | Ex-Officio Member | City Engineer | |
| Johnson | Donald | 1/11/2020 | 1/31/2021 | | |
| Kilmer | Richard | 1/9/2019 | 1/31/2020 | | |
| Nastasi | Frank | | Ex-Officio Member | | |
| Nurak | Cindy | 1/16/2021 | 1/31/2022 | | |
| Petrulis | Al | 12/16/2021 | 1/31/2020 | ACAB exp 9/30/2021; Hist. Dist. Exp 3/1/2020 | Requests Reappointment |
| Roberts | David | | Ex-Officio Member | | |
| Shende | Alankar | 7/18/2021 | 7/31/2020 | Student - Graduates 2021 | |
| Sivaraman | Sunil | 12/22/2020 | 1/31/2022 | | |
| Wilsher | Cynthia | 1/18/2020 | 1/31/2021 | | |
| Ziegenfelder | Peter | 12/4/2021 | 1/31/2020 | | Requests Reappointment |

Nominations to the Traffic Committee:**Term Expires: 1/31/2023**

Term currently held by: Richard Kilmer

Term Expires: 1/31/2023

Term currently held by: Al Petrulis

Term Expires: 1/31/2023

Term currently held by: Peter Ziegenfelder

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Abdullah | Nehar | 2/17/2021 | |
| Aggarwal | Divya | 8/12/2021 | |
| Ali | Aleem | 1/2/2021 | |
| Baker | Stephen | 8/28/2020 | |
| Chanda | Hirak | 11/25/2021 | |
| Matlick | Robert | 3/13/2020 | |
| Sekhri | Arun | 9/19/2020 | |

Yes:

No:

I-3 Request for Closed SessionSuggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268(e) - pending litigation – *Crossroads Outdoor, LLC, et al v City of Troy; United States of America v. City of Troy and ADAM v. City of Troy; Barnwell v. City of Troy*; and MCL 15.268 (h)-MCL 15.243(g).

Yes:

No:

I-4 City of Troy Redevelopment Ready Communities Baseline Report (Introduced by: Drew Benson, Assistant to the City Manager)Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

WHEREAS, The City of Troy has engaged in the MEDC Redevelopment Ready Communities program, including entering into a Memorandum of Understanding with the MEDC and undergoing an evaluation of the City's Redevelopment practices as reported in the Redevelopment Ready Communities Baseline Report; and,

WHEREAS, The MEDC has developed a program for certifying Redevelopment Ready Communities and the City of Troy desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and,

WHEREAS, The program includes evaluating the strong partnerships with City Boards and Committees related to development including the City Council, Planning Commission, Zoning Board of Appeals, Brownfield Redevelopment Authority, Downtown Development Authority, and Local Development Finance Authority; and,

WHEREAS, After a review of the Redevelopment Ready Communities Baseline Report, the City of Troy is willing to complete the tasks as outlined, which will involve interaction with aforementioned City Boards and Committees; and,

WHEREAS, Certain recommendations have and will be made by the MEDC that are required in order for the City to attain Redevelopment Ready Communities Certification;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the implementation of recommendations made by the MEDC that are necessary to receive Redevelopment Ready Communities Certification from the MEDC.

Yes:

No:

I-5 Bid Waiver and Budget Amendment – Fire Panel Upgrade for the County of Oakland, 52-4 District Court Building (*Introduced by: Kurt Bovensiep, Public Works Director*)

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council, in the best interest of the City, hereby **WAIVES** the bid process and **AWARDS** a contract to *Siemens Industry, Inc. of Plymouth, MI*, to upgrade the fire panel at the 52-4 District Court Building for an estimated total cost of \$58,763.00; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Budget Amendment to the Building Operations/District Court Business Unit in the amount of \$58,763.00 and is anticipating to receive \$29,381.50, which is Oakland County's share in the project cost.

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

Yes:

No:

I-6 Standard Purchasing Resolution #1: Award to Low Bidder – Contract 19-05 – Willow Grove Sanitary Sewer (Presented by: Scott Finlay, Deputy City Engineer)

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 19-05, Willow Grove Sanitary Sewer, to *T.R. Pieprzak Co., Inc., 6267 St. Clair Hwy., China Township, MI 48054* for their low total bid amount of \$1,258,912.10.

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.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the 2020 Sewer Fund in the amount of \$200,000 for the Willow Grove Sanitary Sewer, Project No. 2020C0064 (Account No. 590.527.535.7973.184015).

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** the sewer benefit fee of \$15,338.83 for the Willow Grove Sanitary Sewer, as provided for in Chapter 20 of the Troy City Code and revised by Resolution #2005-04-189, based on the total cost of the sanitary sewer, including engineering, inspection, testing and contingency, divided by 43 lots.

Yes:

No:

I-7 Standard Purchasing Resolution 4: Award – State of Michigan MIDEAL Cooperative Purchasing Agreement and Budget Amendment – Police Fleet Vehicles (Introduced by: Kurt Bovensiep, Public Works Director)

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase two (2) 2020 Ford Explorers from *Gorno Ford of Woodhaven, Michigan* to replace the total loss accident vehicles used by the Police Department as per the State of Michigan MIDEAL Cooperative Bid Contract ID #071-B7700181 for an estimated total cost of \$ 67,798.00.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment of \$67,800.00 to the 2019/2020 Fleet Capital Account.

Yes:

No:

I-8 Cingular Wireless (AT&T) Master License Agreement-Small Cells (*Introduced by: Lori Grigg Bluhm, City Attorney*)

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

BE IT RESOLVED, That the Troy City Council hereby **APPROVES** the *Master License Agreement For Attachments To City Owned Facilities* between the City of Troy and New Cingular Wireless PCS, LLC, and **AUTHORIZES** the Mayor and City Clerk to execute the documents on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-9 City of Troy 2020 Strategy Development Process (*Introduced by: Mark F. Miller, City Manager*)

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL RESCHEDULE** the Strategic Planning Study Session from Monday, February 3, 2020 at 6:00 PM in the City Council Board Room at Troy City Hall to Thursday, February 13, 2020 at 5:00 PM in room 303 at the Troy Community Center, located at 3179 Livernois Rd, Troy, MI 48083.

Yes:

No:

I-10 Bid Waiver – Professional Services – Police Department Testing Services (*Introduced by: Frank Nastasi, Police Chief, and Lieutenant Chris Stout*)

Suggested Resolution

Resolution #2020-01-

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 the formal bidding procedure for this professional service is hereby **WAIVED**, since the public interest is best served by contracting with *Empco, Inc.*

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

BE IT FINALLY RESOLVED, That the Police Chief is **AUTHORIZED TO EXECUTE** a contract on behalf of the City, authorizing *Empco, Inc.* to conduct the Police Department promotional testing, in accordance with the attached proposal.

Yes:

No:

I-11 Budget Amendment – Classification and Compensation Study (Human Resources)
(Introduced by: Mark F. Miller, City Manager)

Suggested Resolution

Resolution #2020-01-

Moved by

Seconded by

RESOLVED, That Troy City Council **APPROVES** an amendment to the 2019/2020 General Fund Budget for the Classification and Compensation Study in the amount of \$20,100.

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2020-01-

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 #2020-01-

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

- a) City Council Minutes-Draft – December 16, 2019
- b) City Council Special Meeting Minutes-Draft – January 6, 2020

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2020-01-

- a) Proclamation to Recognize Celebration of “Yoga for Health, Health for Humanity Surya Namaskar Yajna 2020” January 18–February 2, 2020

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Award – State of Michigan MIDEAL and MITN Cooperative Purchasing Agreements – Fleet Vehicles – DPW and Fire Departments**

Suggested Resolution
Resolution #2020-01-

RESOLVED, That Troy City Council hereby **APPROVES** contracts to purchase eleven (11) Chevrolet vehicles from *Berger Chevrolet of Grand Rapids, MI*, as per the State of Michigan MIDEAL Cooperative Bid for an estimated total cost of \$294,271.00, two (2) Ford vehicles from *Gorno Ford of Woodhaven, MI*, as per the State of Michigan MIDEAL Cooperative Bid for an estimated total cost of \$69,569.00, and two (2) single axle dump bodies from *Truck and Trailer Specialties, Inc. of Howell, MI*, for an estimated price of \$39,730.00, which is an estimated grand total cost of \$403,570.00 for all thirteen (13) vehicles as per the MIDEAL and MITN cooperative purchasing group RFP pricing.

- b) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Tee Shirts for Various City Departments**

Suggested Resolution
Resolution #2020-01-

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with an option to renew for three (3) additional years to provide Tee Shirts for the City of Troy *on an as needed basis* to the low total bidder, *Ad-Wear & Specialty of Texas, Inc. of Houston, TX*, for an estimated total annual cost of \$66,865.24 at unit prices contained in the bid tabulation opened November 7, 2019; with all expenses not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire November 30, 2024.

- c) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fitness Equipment**

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **AWARDS** three (3) contracts to the low bidders meeting specifications to provide fitness equipment for the Troy Community Center to *Johnston Health Tech, N.A. DBA Matrix Fitness of Cottage Grove, WI* for \$37,663.06, and *Direct Fitness Solutions, LLC of Mundelein, IL* for \$3,850.00, and *Strengthio Fitness of Grand Rapids, MI* for \$12,469.00 as detailed below for an estimated grand total cost of \$53,982.06 (less one-to-one trade-ins) all at prices contained in the bid tabulation dated December 5, 2019, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

| | | Johnston Health Tech, N.A. dba Matrix Fitness Items #1, 3, 4, 7, 8, & 9 | Direct Fitness Solutions, LLC Item #5 | Strengthio Fitness Items #2 & 6 |
|---|------------------|---|---------------------------------------|---------------------------------|
| TOTAL COST FOR NEW EQUIPMENT | | \$43,313.06 | \$4,250.00 | \$13,969.00 |
| | Deduct Trade-Ins | \$5,650.00 | \$400.00 | \$1,500.00 |
| Estimated Grand Total Cost bid as specified less Trade-in Items: | | <u>\$37,663.06</u> | <u>\$3,850.00</u> | <u>\$12,469.00</u> |

| | |
|------------------------------------|---------------------------|
| Estimated Grand Total Cost: | <u>\$53,982.06</u> |
|------------------------------------|---------------------------|

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

d) Standard Purchasing Resolution 4: Cooperative Contract Award – Michigan Intergovernmental Trade Network (MITN) – Gasoline and Diesel Fuel

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **AWARDS** two-year cooperative contracts to purchase gasoline and diesel fuel in truck transport and tank wagon deliveries, on as needed basis with an option to renew for two (2) additional years to the low bidders meeting specifications; *RKA Petroleum Companies of Romulus, MI*, *Petroleum Traders Corporation of Fort Wayne, IN* and *Atlas Oil Company of Taylor, MI* as a result of a bid process through the City of Sterling Heights for MITN Purchasing Cooperative members including Troy at factors and prices contained in the bid tabulation opened December 10, 2019, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of February 1, 2024.

J-5 Request for Approval of Additional Location for Issuing Absent Voter Ballots

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **APPROVES** City Management's request to authorize an additional location for the City Clerk to issue and receive absent voter ballots on Saturday, February 15, 2020, from 11:00 AM until 1:00 PM, at the Troy Public Library, pursuant to requirements of Michigan Election Law.

J-6 2020 Poverty Exemption Guidelines (Changes from Previous Year)

Suggested Resolution

Resolution #2020-01-

RESOLVED, That, pursuant to MCL 211.7u, the City Council of the City of Troy hereby **APPROVES** the proposed "Poverty Exemption Guidelines" for 2020, as presented by the City Assessor in a memorandum dated January 13, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Request for Acceptance of a Permanent Easement for Storm Sewers and Surface Drainage from Veni Vandana Pulugurtha and Puneet Mohan – Sidwell #88-20-15-103-017

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Veni Vandana Pulugurtha and Puneet Mohan, owners of the property having Sidwell #88-20-15-103-017.

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

J-8 Request for Acceptance of a Warranty Deed and Six Permanent Easements – West Troy Meadows Site Condominium, Section 16, Sidwell #88-20-16-401-002

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **ACCEPTS** a warranty deed and six permanent easements for emergency ingress/egress, public utility & franchise utilities, sanitary sewers, sidewalks, storm sewers & surface drainage, and water mains from West Troy Meadows, LLC, owner of the property having Sidwell #88-20-16-401-002.

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

J-9 Request for Acceptance of Six Permanent Easements – Chadbury Place Site Condominium, Section 13, Sidwell #88-20-13-127-020

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **ACCEPTS** six permanent easements for emergency ingress/egress, public utility & franchise utilities, sanitary sewers, sidewalks, storm sewers & surface drainage, and water mains from Chadbury Place, LLC, owner of the property having Sidwell #88-20-13-127-020.

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

J-10 Request for Acceptance of a Permanent Easement for Sanitary Sewers from Martha C. Childs – Sidwell #88-20-12-100-034

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for sanitary sewers from Martha C. Childs, owner of the property having Sidwell #88-20-12-100-034.

BE IT FURTHER RESOLVED, That the City Clerk **SHALL ATTACH** a copy of the permanent easement to the original Minutes of this meeting.

J-11 Request for Acceptance of a Permanent Easement for Water Mains from Timberlake, LLC – Sidwell #88-20-32-152-025

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for water mains from Timberlake, LLC, owner of the property having Sidwell #88-20-32-152-025.

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

J-12 Request for Recognition as a Nonprofit Organization from The Rotary Club of Troy

Suggested Resolution

Resolution #2020-01-

RESOLVED, That Troy City Council hereby **APPROVES** the request from The Rotary Club of Troy, 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.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) January 27, 2020 – City of Troy 2020-2024 Parks and Recreation Master Plan Public Hearing Announcement
-

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:**M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:****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

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Employees' Retirement System Board of Trustees-Final – November 13, 2019
 - b) Building Code Board of Appeals-Final – December 4, 2019
-

P-2 Department Reports:

- a) Report of Efforts to Increase Voter Participation in Troy
 - b) 4th Quarter 2019 Litigation Report
-

P-3 Letters of Appreciation:

- a) To Chief Roberts from Troy People Concerned Regarding Shop with a Firefighter Event
-

P-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) Oakland County Miscellaneous Resolution #19385 – Board of Commissioners - Support for the House Bill 5229, Revising the Municipal Partnership Act
-

Q. CLOSED SESSION

Q-1 Closed Session

R. ADJOURNMENT:

Respectfully submitted,

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

Mark F. Miller
City Manager

2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

January 27, 2020 Special Meeting - Orientation
February 3, 2020..... Special Meeting – Strategic Planning
February 4, 2020 Joint Special City Council/Planning Commission Meeting (7:00 PM) at
Community Center (Room 303)
March 2, 2020 Special Meeting – Personnel Evaluations
March 23, 2020 Special Meeting – Personnel Evaluations
April 20, 2020 Special Meeting - Budget
April 22, 2020..... Special Meeting - Budget

2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

January 27, 2020 Regular Meeting
February 10, 2020..... Regular Meeting
February 24, 2020..... Regular Meeting
March 16, 2020 Regular Meeting
March 30, 2020 Regular Meeting
April 13, 2020..... Regular Meeting
April 27, 2020 Regular Meeting
May 11, 2020 Regular Meeting
May 18, 2020 Regular Meeting
June 1, 2020 Regular Meeting
June 22, 2020 Regular Meeting
July 13, 2020..... Regular Meeting
July 27, 2020..... Regular Meeting
August 10, 2020..... Regular Meeting
August 24, 2020..... Regular Meeting
September 14, 2020 Regular Meeting
September 21, 2020 Regular Meeting
October 12, 2020 Regular Meeting
October 26, 2020 Regular Meeting
November 9, 2020 Regular Meeting
November 23, 2020 Regular Meeting
December 7, 2020 Regular Meeting
December 14, 2020 Regular Meeting

**PROCLAMATION IN RECOGNITION OF
PAULA & WADE FLEMING
FOR MANY YEARS OF SERVICE TO THE CITY OF TROY**

WHEREAS, Paula and Wade Fleming moved to the City of Troy in January 1982. They have dedicated their years in this community by volunteering their time and talents for a variety of organizations as well as the City of Troy and the Troy School District; and

WHEREAS, Paula was elected to the Troy School Board in 2000, serving as Board President from 2007-2008, as well as serving as Vice President and Secretary during her 20 year tenure as a Trustee. During her service to the Troy School District she attended the Michigan Association of School Boards and became Presidential Certified; and

WHEREAS, Wade ran for Troy City Council in 2005 and served nine years before being elected to serve as Oakland County Commissioner for four years; and

WHEREAS, Even though **Paula and Wade's** political service kept them very busy, they found time to volunteer throughout the Troy Community and beyond. Both have been very involved at Woodside Bible Church, **Paula** as a Deaconess and **Wade** as an Elder. They have co-led young married bible study classes and were mentors counseling couples in preparation for marriage; and

WHEREAS, Wade served as Co-Executive Director of Friends of Troy Seniors and previously served over 10 years as Chairman of the Board of Promise Village Home for Children. **Paula** also was a volunteer for Promise Village, served on the Advisory Board for Perspectives of Troy, and also on the Troy Foundation for Educational Excellence Board of Trustees. Both **Paula and Wade** were long-time members of the Troy Community Coalition donating their time and talents for this very worthwhile organization; and

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council extends special recognition to **Paula and Wade Fleming** for their tireless service and dedication to our community; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate **Paula and Wade Fleming** as they leave the City of Troy and move to Rogers, Arkansas to assist their son **Mark, wife Nici** and family in opening a Goldfish Swim School franchise. We wish them continued success in all future endeavors as they enjoy this new adventure.

Presented this 13th Day of January 2020.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

CITY COUNCIL AGENDA ITEM

Date: January 13, 2020

To: Mark. F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
Glenn Lapin, Economic Development Specialist
Drew Benson, Assistant to the City Manager

Subject: City of Troy Redevelopment Ready Communities Baseline Report (Introduced by: Drew Benson, Assistant to the City Manager)

Background

On November 12, 2018, City Council resolved (Resolution #2018-11-169) to pursue the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Community (RRC) Certification with the goal of improving the City's community development processes and procedures, and securing access to additional resources available only to RRC communities from the MEDC.

To achieve certification, there are three basic steps:

- 1.) Formally engage with the MEDC to pursue the certification (November 2018)
- 2.) Participate in an evaluation of current practices with the MEDC's staff (December 2018 – November 2019)
- 3.) Pursue certification by implementing outstanding best practices (January 2020 - December 2021)

Over the course of the last year, City Staff has been working with the MEDC to evaluate the City's current community development practices to determine the areas that the City is already meeting RRC standards, and which areas should be improved. This evaluation is compiled in the form of a RRC Baseline Report, which is attached to this memorandum.

RRC Baseline Report

The attached Baseline Report for the City of Troy provides an overview of how the City currently adheres to the MEDC's six best practices. There are a total of 41 best practice criteria. Of those 41 areas, the City currently meets or exceeds the MEDC's expectations in 27 (66%), and partially meets, or is in the process of completing the other 14 (34%). Below are the six best practice areas, with individual completion percentages:

- 1.) Community Plans & Public Outreach (57% complete)
- 2.) Zoning Regulations (100% complete)
- 3.) Development Review Processes (50% complete)
- 4.) Recruitment and Education (66% complete)
- 5.) Community Prosperity (75% complete)
- 6.) Redevelopment Ready Sites (50% complete)



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CITY COUNCIL AGENDA ITEM

The outstanding items needed for certification are summarized below:

| Item | Evaluation Criteria | Recommended Actions for Certification |
|-------|--|---|
| 1.1.1 | The governing body has adopted a master plan in the past five years. | Annually report progress on master plan implementation to the governing body |
| 1.2.1 | The community has a public participation plan for engaging a diverse set of community stakeholders. | Develop the public participation strategy as outlined in Best Practice 1.2.1 |
| 1.2.3 | The community shares outcomes of public participation processes. | Track success of various outreach methods and incorporate ways of communicating community participation results, include methods as part of the public participation strategy |
| 3.1.5 | The community has a clearly documented internal staff review policy. | Clearly document the internal site plan review process, including roles, responsibilities, and timelines |
| 3.1.6 | The community promptly acts on development requests. | Create flowcharts, inclusive of timelines, of the major development review processes, and include on website |
| 3.1.8 | The community annually reviews the successes and challenges with the development review process. | Develop a customer feedback mechanism related to the site plan review process, review feedback, and integrate accordingly |
| 3.2.1 | The community maintains an online guide to development that explains policies, procedures and steps to obtain approvals. | Compile a "Guide to Development," inclusive of all development-related materials |
| 3.2.2 | The community annually reviews the fee schedule. | Review and update the planning department fee schedule, when feasible |
| | | Include how to pay fees, either online or via credit card, on the website and "Guide to Development" |
| 4.1.1 | The community sets expectations for board and commission positions. | Include more information about the process for board and commission appointment on the city website |
| | | Include more information about desired skill-sets for development-related boards and commissions on city website |

CITY COUNCIL AGENDA ITEM

| | | |
|-------|--|--|
| 4.2.2 | The community identifies training needs and tracks attendance for elected and appointed officials and staff. | Create a training outline/plan for development related boards and commissions that helps the city meet its priorities, goals, and objectives |
| | | Create a simple tracking mechanism for logging trainings for development-related boards, commissions, and staff |
| 5.2.1 | The community has developed a marketing strategy. | Create a comprehensive marketing strategy that meets the expectations laid out in Best Practice 5.2.1 |
| 6.1.3 | The community has development a vision for at least three priority sites. | Articulate a vision for at least three prioritized redevelopment sites, including desired development outcomes and specific development criteria |
| | | Identify community champions for each prioritized redevelopment site |
| | | Conduct additional public engagement for high-controversy priority redevelopment sites |
| 6.1.5 | The community assembles a property information package for at least one priority site. | Assemble at least one full property information package (PIP), per Best Practice 6.1.5 |
| 6.1.6 | Prioritized redevelopment sites are actively marketed in accordance with the marketing strategy. | Develop and market property information package(s) online |

Many of these items are things the City already does to some degree, or are in the process of implementing. That being said, other items will take more time and effort, and the completion of the certification may take a few years to finalize.

Next Steps

The purpose of this report is to introduce the topic, and share with City Council where the City currently stands in regard to RRC Certification. The next formal step in the process is for the City to review the report, and if there is a desire to continue, Council will need to pass a resolution to proceed with RRC. Upon passage of that resolution the City can begin to access additional tools and resources from the MEDC to assist with reaching full alignment with the stated best practices and certification.



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CITY COUNCIL AGENDA ITEM

Many of the outstanding items can be completed using internal staff, or through utilization of existing contractual services (such as the City's planning consultants, Carlisle Wortman & Associates). There may be some costs associated with completing some steps, but those items will be brought to Council for approval where necessary.

Recommendation

City Management recommends the approval of the attached resolution to proceed with the RRC certification process, and the authorization of City Management to pursue completion of the outstanding best practices.

COMMUNITY DEVELOPMENT GUIDANCE

The Michigan Economic Development Corporation (MEDC)'s Community Development (CD) team supports the growth of vibrant, diverse and sustainable communities across Michigan.

In order to facilitate the reinvigoration of city centers and rural communities across Michigan, the MEDC CD team administers the Michigan Strategic Fund programs:

- Brownfield Tax Increment Financing (TIF)— Act 381 Work Plans
- Community Development Block Grant (CDBG)
- Façade Restoration Initiative (FRI)
- Michigan Business Tax Brownfield Credit (legacy)
- Michigan Community Revitalization Program (MCRP)
- Michigan Main Street (MMS)
- Public Spaces Community Places (PSCP)
- Redevelopment Ready Communities® (RRC)
- Transformational Brownfield Plans (TBP)

COMMUNITY DEVELOPMENT ELIGIBILITY

Downtown?

A community's principal downtown is one with a grouping of 20 or more contiguous commercial parcels of property that include multi-story buildings of historic or architectural significance. The area must have been zoned, planned, built, or used for commercial purposes for more than 50 years. The area must primarily consist of zero-lot-line development, have pedestrian-friendly infrastructure, and an appropriate mix of businesses and services.

High Impact Corridor/Gateway?

A high impact corridor or gateway offers unique connectivity and connections to downtowns, new economic opportunities, safe and sustainable transportation, and improvement in a community's quality of life. A corridor includes one or more routes that connect to economic activity, and often forms boundaries between neighborhoods and communities.

OR

Communities with this place type **must** demonstrate readiness through RRC **engagement**.

Communities with this place type **must** demonstrate readiness through RRC **certification**.

ALL MEDC community development projects will be evaluated on the following criteria to identify high priority projects:
(complete descriptions of the criteria are on the next page)

**LOCAL AND
REGIONAL IMPACT
CONSIDERATIONS**

**PLACE
CONSIDERATIONS**

**FINANCIAL
CONSIDERATIONS**

COMMUNITY DEVELOPMENT GUIDANCE

ALL MEDC community development projects will be evaluated on the following criteria to identify high priority projects:

LOCAL AND REGIONAL IMPACT CONSIDERATIONS

- Project supports the vision and goals stated in the local master plan, downtown plan, and/or capital improvements plan and economic development strategy
- Project supports region-wide economic development strategy or initiative
- Located in a certified Redevelopment Ready Community
- Located in a Main Street community
- Community financially supports the project as demonstration the project is a priority

PLACE CONSIDERATIONS

- Evaluated in concert with the basic tenets of urban design; has mass, density, building type(s), and scale appropriate to the neighborhood context and positively contributes to the pedestrian experience
- Contributes to a traditionally dense mixed-use area and contains multi-story elements
- Rehabilitation, infill and historic revitalization projects
- Promotes mixed-income neighborhoods
- Incorporate integrated and sustainable approaches to manage the quantity and the quality of stormwater for infrastructure improvements
- Significant square footage being revitalized and activated
- Universal design (designed to be accessed, understood and used to the greatest extent possible by all people)
- Redevelopment meets a third-party certification for green buildings (Leadership in Energy and Environmental Design [LEED], Energy Star, Living Building Challenge, Net Zero Energy Building, Green Globes, etc.)
- Level and extent of brownfield activities undertaken in direct support of the project

ECONOMIC AND FINANCIAL CONSIDERATIONS

- Financial need for the incentive(s) demonstrated
- All other potential funding resources have been explored and maximized
- Significant financial contribution into project by developer/owner (generally 10–20%)
- High ratio of private dollars compared to the total amount of public contribution (state and federal funding) to a project
- Developer and non-third party fees (including management, guarantee, and project coordination fees, etc.) should be deferred through available cash flow as a general rule

OTHER PROJECT CONSIDERATIONS

- The community, developer and applicant must be in compliance with existing state and federal programs to be considered for support.
- The Michigan Strategic Fund (MSF) will not consider “big box” retail operations or single-story strip malls.
- Demolition of a structure, or other adverse effect to a historic resource, or structure that is eligible to be a historic resource, is discouraged.
- If a multi-unit residential project includes investment into a residential unit that will be occupied by the project’s owner/developer/sponsor, the investment into that unit will be considered for financial assistance on a case-by-case basis. If considered for assistance, such assistance will be equitable in relation to the investment into other units of the development.
- For MEDC purposes, “White Box” is defined as unfinished interior space in a commercial building with the following aspects complete: 1) Code required bathrooms; 2) Envelope wall coverings prepped for painting; and 3) Finished ceilings, flooring, electrical fixtures, plumbing fixtures, and functional HVAC and sprinkler systems. Interior space should be able to obtain a certificate of occupancy.

For more information on projects and MEDC Community Development priorities, please visit www.miplace.org or contact your Community Assistance Team (CATEam) specialist.

Memorandum

TO: Troy City Council

FROM: Elizabeth King, MEDC Redevelopment Ready Communities Planner

DATE: November 25, 2019

RE: **City of Troy RRC Baseline Report**

As the City of Troy's Redevelopment Ready Communities (RRC) Planner, I am pleased to inform you that we have completed the city's formal RRC evaluation. The findings of our evaluation and recommended actions to assist the city in ultimately achieving RRC certification are included the RRC Baseline Report. This briefing memo is intended to provide key highlights of the report and lay out the city's next steps in the RRC process.

Redevelopment Ready Communities: RRC is free technical assistance program offered through the Michigan Economic Development Corporation (MEDC) which aims to help communities incorporate best practices in planning, zoning and economic development to encourage redevelopment and new investment. MEDC Community Development also uses RRC as a prioritization factor when determining investments through our programs (visit www.miplace.org for more information on those programs). Communities who fully align with the best practices can become RRC certified which come with its own set of benefits. Troy has been formally engaged with RRC since November 2018. There are currently more than 270 communities across Michigan engaged in the program including nearby communities such as Clawson, Rochester Hills, and Pontiac.

Baseline Report: The Baseline Report completes a key step in the RRC process. Using responses from Troy's self-evaluation, the RRC program took a deeper dive into the city's plans, zoning ordinance, site plan review process, priority development sites, training and more to make initial determinations regarding how well the city's existing practices align with the RRC Best Practices. This research included not only written documents but also discussions with local developers and city partners. Key findings include:

- The City's existing practices already align with 66% of the RRC Best Practices including:
 - Proactive planning for the DDA district, key corridors and capital improvements;
 - Existing engagement efforts that go beyond the minimums required by statute such as the use of focus groups and social media;
 - A zoning ordinance that fully aligns with the master plan and meets all RRC Best Practices; and
 - An economic development strategy, on which implementation progress is reported annually.

- The City is partially aligned with another 34% of the RRC Best Practices. Areas of partial alignment that need some work to meet the Best Practices include:
 - A need to annually report progress on Master Plan implementation to the governing body;
 - A streamlined development review process which operates smoothly but could benefit from documentation to ensure it continues to operate as well as it currently; and
 - The need to compile all of the city's existing marketing efforts to create a comprehensive marketing strategy.

Reaching Certification: With this Baseline Report in hand, the city is now ready to move into the third and final phase of the RRC process. During this final phase the city will work to address each of the best practice criteria identified as yellow. The report includes specific recommendations for each criterion; however, RRC is a dynamic program and is always willing to have open discussions if the city has a different idea for how to meet a best practice criterion. During this phase the city will have access to RRC technical assistance tools such as the RRC Library (www.miplace.org/rrclibrary), guidance from your RRC Planner, and matching technical assistance funds to help with the cost of larger projects (if needed). There is no deadline for reaching certification and RRC understands that each community will approach this phase at their own pace given available resources at any given time.

Next Steps: The next formal step in the process is for the city to review the report and, if there is a desire to continue, Council will need to pass a resolution to proceed with RRC. Upon passage of that resolution the City can begin to access the aforementioned tools to assist with reaching full alignment (and therefore certification). ***We ask that the resolution be passed within 30 days of receiving this memo.***

I look forward to working with the City as it seeks to align with the Best Practices. Michigan is experiencing a strong economic climate at this time and it is our hope that through the RRC Best Practices communities of all shapes and sizes will be in a strong position to leverage the excitement around Michigan and attract additional redevelopment and investment. If you have any questions on RRC or this Baseline Report, please feel free to contact me at your convenience.

Sincerely,



Elizabeth King, MPA
RRC Planner, Region 10



redevelopment ready
communities®

RRC Baseline Report

City of Troy
November 2019

**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**

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Redevelopment Ready Communities® (RRC) is a certification program supporting community revitalization and the attraction and retention of businesses, entrepreneurs and talent throughout Michigan. RRC promotes communities to be development ready and competitive in today's economy by actively engaging stakeholders and proactively planning for the future—making them more attractive for projects that create places where people want to live, work and invest.

To become formally engaged in the RRC program, communities must complete the RRC self-evaluation, send at least one representative to the best practice trainings, and pass a resolution of intent, outlining the value the community sees in participating in the program. Representatives from Troy completed the training in April 2018 and council passed a resolution to participate November 2018. The community submitted a complete self-evaluation in November 2018.

Developed by experts in the public and private sector, the RRC Best Practices are the standard to achieve certification, designed to create a predictable experience for investors, businesses and residents working within a community; communities must demonstrate that all best practice criteria have been met to receive RRC certification. This evaluation finds the community currently in full alignment with 59 percent of the best practice criteria and partially aligned with another 41 percent. The community recently completed a master plan update (adopted in 2017) which provides a strong foundation for many of the other best practices. Other areas where the city is currently aligned include robust corridor planning, a user-friendly zoning ordinance, support training for staff and officials, and an excellent municipal website.

This report includes a number of recommendations for how the community can fully align with the best practices. Each recommendation has been customized to fit Troy and is backed by research and conversations specific to the community; however, these recommendations are just the beginning of the conversation. RRC is focused heavily on intent versus prescriptive “to-dos.” As the community works through the process, it may identify other ways to meet the intent of a particular best practice. The community's RRC planner will be there every step of the way to discuss those ideas, direct the community to resources, and provide general guidance. In addition to the community's RRC planner, other partners should be at the table including local stakeholder groups, state partners, and individual residents. RRC is a collaborative effort and is most successful when all parties are willing to engage to open dialogue so that Michigan communities can be on the forefront of developing unique identities and prosperous businesses.




Once the community has had a chance to digest the contents of this report, it will need to decide whether to continue with the RRC process. If it opts to reach for certification, it will result in a fully streamlined, predictable and transparent development process that is guided by a shared community vision. This will increase the community's ability to grow local investment and attract outside investment. It will also allow the Michigan Economic Development Corporation to better understand the community's desires for the future and how state tools and resources can help achieve that goal. MEDC looks forward to working with Troy on its efforts to reach certification and to a prosperous relationship for many years to come.

The basic assessment tool for evaluation is the RRC Best Practices. These six standards were developed in conjunction with public and private sector experts and address key elements of community and economic development. A community must demonstrate all of the RRC Best Practice components have been met to become RRC certified. Once received, certification is valid for three years.

Measurement of a community to the best practices is completed through the RRC team’s research and interviews, as well as the consulting advice and technical expertise of the RRC advisory council. The team analyzes

a community’s development materials, including, but not limited to: the master plan; redevelopment strategy; capital improvements plan; budget; public participation plan; zoning regulations; development procedures; applications; economic development strategy; marketing strategies; meeting minutes and website. In confidential interviews, the team also records the input of local business owners and developers who have worked with the community.

A community’s degree of attainment for each best practice criteria is visually represented in this report by the following:

| | |
|--|--|
|  | Green indicates the best practice component is currently being met by the community. |
|  | Yellow indicates some of the best practice component may be in place, but additional action is required. |
|  | Red indicates the best practice component is not present or is significantly outdated. |

This report represents the community’s current status in meeting all the redevelopment ready processes and practices. This baseline establishes a foundation for the community’s progress as it moves forward in the program. All questions should be directed to the RRC team at RRC@michigan.org.

| | | | | | | |
|--|-------|-------|-------|-------|-------|-------|
| Troy has completed 66 percent of the Redevelopment Ready Communities® criteria and is in the process of completing another 34 percent. | | | | | | |
| 1.1.1 | 1.1.2 | 1.1.3 | 1.1.4 | 1.2.1 | 1.2.2 | 1.2.3 |
| 2.1.1 | 2.1.2 | 2.1.3 | 2.1.4 | 2.1.5 | 2.1.6 | 2.1.7 |
| 2.1.8 | 3.1.1 | 3.1.2 | 3.1.3 | 3.1.4 | 3.1.5 | 3.1.6 |
| 3.1.7 | 3.1.8 | 3.2.1 | 3.2.2 | 4.1.1 | 4.1.2 | 4.2.1 |
| 4.2.2 | 4.2.3 | 4.2.4 | 5.1.1 | 5.1.2 | 5.2.1 | 5.2.2 |
| 6.1.1 | 6.1.2 | 6.1.3 | 6.1.4 | 6.1.5 | 6.1.6 | |

Best Practice 1.1—The plans

Best Practice 1.1 evaluates community planning and how the redevelopment vision is embedded in the master plan, downtown plan and capital improvements plan. The master plan sets expectations for those involved in new development and redevelopment, giving the public some degree of certainty about their vision for the future, while assisting the community in achieving its stated goals. Local plans can provide key stakeholders with a road map for navigating the redevelopment process in the context of market realities and community goals. The Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, requires that the planning commission create and approve a master plan as a guide for development and review the master plan at least once every five years after adoption. City of Troy adopted their most recent master plan in June of 2016. Troy's master plan was based on previous plans such as "Vision 2020" and extensive community engagement. The results from the community engagement was used to establish the vision, priorities, and policies as set forth in the plan.

The plan provides a strong framework for understanding the city's current environment, including its place in the region and in the greater knowledge economy, demographics, natural features, employment and industry, facilities, land use, infrastructure and more. Local and regional mobility is a major focus of the city's master plan, including an analysis of existing road conditions and their jurisdictions, existing conditions for air travel, a discussion of transit and the utilization of the SMART bus system in Troy, and the future of mobility, including a thoroughfare plan. Complete streets, non-motorized transportation plans, and transit-oriented development are another major focus within the city's master plan. Troy has committed to considering all legal users in the discussion of its transportation systems. Troy has identified a variety of areas for redevelopment (Livernois Road and Wattles Road, Dequindre Road and Long Lake Road Livernois Road and Long Lake Road, and Rochester Road and Long Lake Road and more) strategies to support that redevelopment include the encouragement of low-impact development techniques, working with the brownfield development authority on projects to leverage tax increment financing, and utilizing a variety

of redevelopment incentives. More detailed visions and strategies for redevelopment of priority areas are included in Chapter 9, "Land Patterns." Chapter 9, "Land Patterns," can also be considered the city's zoning plan. Chapter 10, "Special Area Plans," has action plans and implementation tables in order to implement community's vision and multiple projects associated with each special area. The action plan and implementation tables contain priorities, strategies, actions, phasing with associated times, and responsible parties. City staff and consultants meet annually with the planning commission to discuss year-end goals and priorities that include discussion of the master plan implementation. However, it is unclear how progress is tracked year over year and if a report on the implementation of the master plan is provided to the governing body. To meet RRC Best Practice expectations, progress on the implementation of the master plan should be annually reported to the city's governing body.

Troy has a downtown development authority (DDA) and tax increment financing (TIF) plan, most recently updated in 2017, and focused on the implementation of the "Big Beaver Road Special Area Plan," a subsection of the master plan. Projects identified in the "Big Beaver Road Special Area Plan" and authorized in the DDA TIF plan through the quality development initiative (QDI) include mixed use projects with pedestrian, streetscape, and multimodal amenities. Other project expenses could include parking structures and stormwater retention systems for mixed use developments. Special attention is paid to pedestrian amenities in the "Big Beaver Road Special Area Plan." Within that plan projects are prioritized as immediate, short term, midterm, and long term. Funding for projects is laid out in the DDA TIF plan via tax capture, and the capital improvements plan (CIP) is the guiding document for which projects will take place each year. The "Big Beaver Road Special Area Plan" is on the website as a portion of the master plan. In addition to the "Big Beaver Special Area Plan" (and DDA TIF plan), Troy's master plan includes robust planning for the city's corridors. Additional special area/corridor plans focus on Rochester Road, North Troy, and Maple Road. Priorities and strategies are laid out for each of these special areas and the CIP is the guiding document

Best Practice 1.1—The plans continued

for the implementation of the related infrastructure projects each year.

Dwindling resources and increasing costs put pressure on local governments to make limited budgets work more efficiently. A comprehensive capital improvement plan (CIP) is an essential tool for the planning and development of the physical and economic wellbeing of a community. The CIP is a tool to implement the vision and goals identified in other plans and provides a link between planning and budgeting for capital projects. The City of Troy's "Capital Projects Fund and 6 Year Capital Improvement Plan" are located in its most recent 2019–2020 budget. The most up to date budget for year

can be easily found on the city's website. Projects in the fund and CIP are coordinated to make the effective use of the city's resources. The capital projects fund takes a look back at 2017 and 2018, while budgeting for 2019, and outlining proposed budget amounts for 2020, 2021, and 2022. Improvements budgeted for in capital outlay align with infrastructure and facilities projects called for in the city's essential planning documents. The city is investing in facilities repairs, road improvements, sidewalk improvements, and park improvements. The six-year capital improvement plan outlines projects from 2019 through 2025, with a focus on major roads, local roads, sidewalks, and drains.

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|---|--------------------|
| 1.1.1 | The governing body has adopted a master plan in the past five years. | <input type="checkbox"/> Annually report progress on master plan implementation to the governing body | Q2 2020 |
| 1.1.2 | The governing body has adopted a downtown plan. | ✓ | |
| 1.1.3 | The governing body has adopted a corridor plan. | ✓ | |
| 1.1.4 | The governing body has adopted a capital improvements plan. | ✓ | |

Best Practice 1.2—Public participation

Best Practice 1.2 assesses how well the community identifies and engages its stakeholders on a continual basis. Public participation aims to prevent or minimize disputes by creating a process for resolving issues before they become an obstacle. Communities who regularly engage their residents also build long term trust and see greater support for plans and other initiatives. Basic public participation methods that Troy has undertaken include following the Open Meetings Act, newspaper posting, website posting, attachments to water bills, attachments to water bills, postcard mailings, fliers posted on the city hall doors, and announcements at governing body meetings. Proactive methods include individual mailings, community workshops, focus groups, social networking, and one-on-one interviews. Recently, the city has incorporated a more proactive method of community engagement by canvassing for the “2019 Parks and Recreation Plan.” Troy has also engaged with the city’s financial ideas team (focus group) to discuss budget priorities. While Troy’s public participation engagement efforts are timely and proactive, no formal public participation strategy has been created. The public engagement efforts that work best for Troy should be formalized into a comprehensive public participation strategy which identifies interested and affected stakeholders and their unique communication needs, encompassing all planning processes. Stakeholders the city’s has already identified include: residents of the city of Troy (including underrepresented population); the business community; community leaders; elected and appointed officials; property owners (including home owners association groups); city staff; other governmental partners (SEMCOG, county, state, neighboring municipalities); transportation authorities (MDOT, SMART); the school district; public safety; and the development community.

The city’s formal public participation strategy should include indicators of successful public engagement, and the success and failures of the outreach methods

should be tracked, allowing for adjustment as needed. Typically, the success of these efforts are measured by the immediate feedback and engagement of the community. Many communities hand out surveys about the event, at the event. The results of public input should be communicated in a consistent and transparent manner; examples include posting of meeting minutes online, inclusion of survey results and meeting notes into an adopted plan’s appendix and sharing of information via social media. It would be best to note how the city intends to share the results on public participation activities within the public participation plan.

Significant public opposition or concern can slow down the review and approval of a project and ultimately cost the developer and the community time and money. Often, public concern arises out of limited or incorrect understanding of a project. By soliciting public input early in the process, well before required public meetings and hearings, neighboring residents and business owners can make their concerns known to a developer, potentially preventing or minimizing disputes before they become an obstacle. This policy, and the methods by which the input would be gathered, should be incorporated into the public participation strategy. Example methods include sending notices to affected residents early on, providing mailing labels to the developer, through the use of social media, or the city offering meeting space for the developer to host a meeting with affected neighbors to discuss concerns.

Troy’s public participation plan should build upon the recommendations in this report and other existing community engagement activities and serve as the city’s best practices for obtaining input into planning and development processes. Authentic and timely engagement is critical to obtaining buy-in from community stakeholders. Having a clear public engagement strategy confirms that the community values citizen input in the decision-making process and ensures accountability.

Best Practice 1.2—Public participation continued

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|---|--|--------------------|
| 1.2.1 | The community has a public participation plan for engaging a diverse set of community stakeholders. | <input type="checkbox"/> Develop the public participation strategy as outlined in Best Practice 1.2.1 | Q4 2020 |
| 1.2.2 | The community demonstrates that public participation efforts go beyond the basic methods. | ✓ | |
| 1.2.3 | The community shares outcomes of public participation processes. | <input type="checkbox"/> Track success of various outreach methods and incorporate ways of communicating community participation results, include methods as part of the public participation strategy | Q4 2020 |

Best Practice 2.1—Zoning regulations

Best Practice 2.1 evaluates the community's zoning ordinance and assesses how well it implements the goals of the master plan. Zoning is a significant mechanism for achieving desired land use patterns and quality development. Foundationally, the Michigan Zoning Enabling Act (MZEA), Public Act 110 of 2006, requires that a zoning ordinance be based on a plan to help guide zoning decisions. Chapter 9, "Land Patterns," of Troy's 2016 master plan contains the city's future land use and zoning plan. The city was hard at work since the adoption of the master plan in 2016, and in 2017 adopted an updated zoning ordinance, in order to effectively implement the goals and vision from the master plan. The ordinance was updated again in 2018, along with the zoning map. The zoning ordinance is easily accessible online and paper copies are available in the city clerk's office. The zoning ordinance is easy to use with hyperlinks, tables, and graphics. Within the ordinance, form-based districts (Article 5) have been created to align with the master plan's emphasis on regulating urban form and character of development, as well as intensity of use. The general purpose of the regulations for this area is to ensure that development is of human scale, primarily pedestrian-oriented and designed to create attractive streetscapes and pedestrian spaces. The regulations are also designed to promote a redevelopment, infill development, and mixed-use developments. The form-based districts include the Big Beaver Road area, Maple Road area, and Neighborhood Nodes area, and allow for mixed-use buildings by right in many locations. The primary entrance for non-residential and/or mixed-use buildings must be facing the right of way, in the Maple Road area. In the Maple Road area, a minimum ground floor transparency of no less than fifty (50) percent is required for front facades facing the right-of-way, and thirty (30) percent for façades facing a side street, side yard, or parking area. Outdoor dining/seating is also allowed in the Maple Road area and may be located between the building and the primary or side street zone. Historic preservation is addressed in Article 4, Section 4.05(D). The aforementioned examples are a few of the many ways Troy is meeting Best Practice 2.1.2.

It is essential, in this ever-changing development

environment, that cities have flexible tools for redevelopment built into their zoning ordinance. City of Troy has a variety of flexible tools in its toolbox. Article 10 contains a variety of development options that can be utilized within the city. One flexible tool laid out in Section 10.04(H), "One-Family Cluster," is the availability of a density bonus for cluster developments that provide additional open space, housing diversity and options, or sustainable design. The city's zoning ordinance utilizes form-based code throughout the document to elicit desired development. Article 14 of the zoning ordinance regulates nonconforming lots, uses, and structures. The city also has conditional rezoning procedures laid out in Section 16.04. Overall, Troy is well positioned to offer guidance and flexibility.

Allowing for a variety of housing types within a zoning ordinance can ensure that the community is attractive to a diverse group of residents and will continue to meet changing housing demands in the future. As mentioned earlier, City of Troy allows for cluster housing in Section 10.04. Live/work units are regulated in Section 6.15 and are permitted in various neighborhood nodes. All of the regulations outlining where residential units above non-residential uses can be developed can be found in the table in Section 4.21, "Schedule of Regulations." The city also allows attached single-family units in a variety of locations, but only mentions townhomes as a specific housing type in Section 5.03B(C) and Table 5.03.B.3. While Troy is meeting this Best Practice, if more townhouse-style developments are desired that housing type should be mentioned more specifically in the ordinance.

Planning and zoning for nonmotorized transportation is essential for creating welcoming, walkable, urban environments. Section 13.11 regulates pedestrian access in Troy and is applicable to all uses that attract non-motorized and pedestrian traffic. This section deals with minimizing pedestrian/vehicular conflicts, multi-use paths, curb cuts and ramps, site amenities, including bicycle parking, and walkways. Additionally, Section 10.02(E) requires that sidewalks be developed for site condominium projects across the frontage of all dwelling unit parcels. Sidewalks must also be constructed for



Best Practice 2.1—Zoning regulations continued

cluster developments (Section 10.04). Public realm standards are addressed at various points across the zoning ordinance. Additional tools that can be used to create better pedestrian oriented and environmentally friendly developments include flexible parking standards and green infrastructure requirements. Troy has a variety of flexible parking standards, including connections between parking lots, shared parking agreements, parking maximums, parking waivers, bicycle parking, reduction of parking for complimentary uses, and land banking, all of which are conveniently located in Section

13 of the zoning ordinance. Section 13 also contains the landscaping standards for City of Troy. The city requires native species of trees and shrubs to make up at least fifty percent of the total proposed planting. The city also requires the preservation and incorporation of existing trees, and encourages the integration of green stormwater management systems, including bioswales and rain gardens. Parking lot landscaping standards, which help mitigate the effect of heat islands, are clearly laid out in the ordinance. The city also utilizes greenbelt planting standards.

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|---|---------------------------------------|--------------------|
| 2.1.1 | The governing body has adopted a zoning ordinance that aligns with the goals of the master plan. | ✓ | |
| 2.1.2 | The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired. | ✓ | |
| 2.1.3 | The zoning ordinance includes flexible tools to encourage development and redevelopment. | ✓ | |
| 2.1.4 | The zoning ordinance allows for a variety of housing options. | ✓ | |
| 2.1.5 | The zoning ordinance includes standards to improve non-motorized transportation. | ✓ | |
| 2.1.6 | The zoning ordinance includes flexible parking standards. | ✓ | |
| 2.1.7 | The zoning ordinance includes standards for environmental preservation and green infrastructure. | ✓ | |
| 2.1.8 | The zoning ordinance is user-friendly. | ✓ | |

Best Practice 3.1—Development review policy and procedures

Best Practice 3.1 evaluates the community's development review policies and procedures, project tracking and internal/external communications. An efficient site plan review process is integral to being redevelopment ready and can assist a community in attracting investment dollars while ensuring its zoning ordinance and other laws are followed. Site plan review for City of Troy, including the roles the zoning administrator, planning commission, and internal review team, is clearly laid out in Article 8 of the zoning ordinance. Additional information about the process can be found in Article 3, "Administration and Enforcement," and Article 15, "Zoning Board of Appeals." A petitioner seeking site plan approval; is required to submit their application to the zoning administrator for preliminary approval. Contact information for the city's planning director can be easily found on the website and at the top of the relevant forms and applications. Additionally, the city advertises pre-application meetings with the planning department directly on the same web page, and the preliminary site plan application, which gives a good idea of what they should bring to the meeting, can be easily found on the "Forms, Permits, and Applications" page. Joint site plan review is built into the city's ordinance, and includes, but is not limited to the planning department, public works department, building department, engineering, fire department, and the city attorney. The city manages the joint site plan review process through BS&A, with all the necessary departments have access to perform review and add attachments. While the city is practicing joint site plan review, and the submittal requirements are laid out in the ordinance, the internal staff review process is not clearly documented. Clearly documenting the internal staff review process, including items the review is looking for,

roles, responsibilities, and timelines, can ensure that the internal review process continues to work smoothly in the face of turnover.

The city allows for multiple levels of project submittal requirements, from projects where no site plan is required, to a sketch plan, or full site plan (Article 8). Depending on the project requirements, the city offers varying levels of review, from administrative review to planning commission review. Troy is leading the way by allowing their special use approvals to be approved by the planning commission. In order to keep everything running smoothly, from submission to project inspection, the building officials report directly to the planning director, and work flows are managed through a combination of BS&A, email, and verbal communication. One item that could be improved to provide external applicants with a visual sense of the process and the amount of time it takes would be for the city to create flowcharts, including estimated timelines, for the major review processes. To ensure customer satisfaction with permitting and inspections remains high, Troy works with SAFEBuilt, which implements a customer satisfaction survey. Surveys are provided in both digital and physical forms. The city meets with SAFEBuilt on a regular basis to implement changes to the inspection and permitting process. One improvement that the city could make would be to develop a survey related to the planning department and site plan approval process and provide it to customers who go through the site plan process. The site plan approval process is distinctly different from the building inspecting and permitting process, and feedback gathered from customers should be used to inform changes to site plan process.

Best Practice 3.1—Development review policy and procedures continued

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|--|--------------------|
| 3.1.1 | The zoning ordinance articulates a thorough site plan review process. | ✓ | |
| 3.1.2 | The community has a qualified intake professional. | ✓ | |
| 3.1.3 | The community defines and offers pre-application site plan review meetings for applicants. | ✓ | |
| 3.1.4 | The appropriate departments engage in joint site plan reviews. | ✓ | |
| 3.1.5 | The community has a clearly documented internal staff review policy. | <input type="checkbox"/> Clearly document the internal site plan review process, including roles, responsibilities, and timelines | Q2 2020 |
| 3.1.6 | The community promptly acts on development requests. | <input type="checkbox"/> Create flowcharts, inclusive of timelines, of the major development review processes, and include on website | Q2 2020 |
| 3.1.7 | The community has a method to track development projects. | ✓ | |
| 3.1.8 | The community annually reviews the successes and challenges with the development review process. | <input type="checkbox"/> Develop a customer feedback mechanism related to the site plan review process, review feedback, and integrate accordingly | Q2 2020 |

Best Practice 3.2—Guide to Development

Best Practice 3.2 evaluates the availability of the community’s development information. Having all the necessary information easily accessible online for developers and residents alike creates a transparent development process that can operate at any time. This information creates a smoother process overall and reduces the amount of time staff spend answering basic questions. While Troy’s website is excellent and provides potential applicants and customers with a wealth of information, the city should compile a “Guide to Development,” inclusive of all development-related materials. This will create one-stop shop for potential applicants. Currently fees for services, such as preliminary site plan review, can be found on the application and in a comprehensive planning department

fees list from 2009. While creating the “Guide to Development,” Troy should include a link to relevant planning and building fee schedules, to make the projecting of expenses easier for potential applicants. Once circumstances permit, the city should review the fee schedule to ensure that it covers the true costs of services. The updated fee schedule should have an effective date and be included on both the website, and in the guide to development. The city embraces technology and allows for online payment of building department fees. However, it is unclear if applicants can pay their planning department fees via credit card at the counter. Troy should consider updating the website and guide to development to notify applicants of the availability of credit card payments.

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|---|--------------------|
| 3.2.1 | The community maintains an online guide to development that explains policies, procedures and steps to obtain approvals. | <input type="checkbox"/> Compile a “Guide to Development,” inclusive of all development-related materials | Q3 2020 |
| 3.2.2 | The community annually reviews the fee schedule. | <input type="checkbox"/> Review and update the planning department fee schedule, when feasible <input type="checkbox"/> Include how to pay fees, either online or via credit card, on the website and “Guide to Development” | Q3 2020 |

Best Practice 4.1—Recruitment and orientation

Best Practice 4.1 evaluates how a community conducts recruitment and orientation for newly appointed or elected officials. Such officials sit on the numerous boards, commissions and committees that advise community leaders on key policy decisions. Ensuring that the community has a transparent method of recruitment, clearly lays out expectations/desired skill-sets, and provides orientation for appointed officials is key to ensuring the community makes the most of these boards and commissions. Troy's website is home to the city's board and commission application and individual pages for each board and commission. The board and commission application is available for download and potential applicants are instructed to return the completed application to the city clerk's office. While the city's website does explain that board and commission members are appointed by the mayor and city council, it is unclear when and how the appointment process takes place. To provide greater transparency for applicants, the city's main board and commission web page should be updated to provide potential applicants with more information about the appointment process, such as, when to expect appointment after applying, if there is a public interview council meetings, if appointments take place on a rolling basis or only at certain times each year. It should answer the question "what do applicants have to do to service on a board or commission?" While

some of this information may be available in specific city ordinances and by-laws, it is possible potential volunteers would not know where to look for that information. Another area that could be improved for potential applicants is for the city to include more information about desired skill-sets for development-related boards and commissions. While various city ordinances and bylaws outline the general make up of board and commission members, and the website outlines the general duties of each board, potential board and commission members will feel more confident applying when they know that what they bring to the table is what the city is looking for.

Once a volunteer has been appointed to a board or commission, they are provided with an orientation packet, which helps them understand their roles and responsibilities. Orientation packets include a variety of information, for example, the planning commission orientation packet includes by-laws, procedural rules, laws related to the Open Meetings and Freedom of Information Acts, statutory provisions, relevant ordinances, and the master plan. The city is doing an excellent job making sure new board and commission members are prepared to make informed decisions. Example orientation packets were submitted for the planning commission, brownfield redevelopment authority, downtown development authority, and Zoning Board of Appeals.

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|---|--------------------|
| 4.1.1 | The community sets expectations for board and commission positions. | <input type="checkbox"/> Include more information about the process for board and commission appointment on the city website <input type="checkbox"/> Include more information about desired skill-sets for development-related boards and commissions on city website | Q2 2020 |
| 4.1.2 | The community provides orientation packets to all appointed and elected members of development-related boards and commissions. | ✓ | |

Best Practice 4.2—Education and training

Best Practice 4.2 assesses how a community encourages training and tracks educational activities for appointed and elected officials and staff. Trainings provide officials and staff with an opportunity to expand their knowledge and ultimately make more informed decisions about land use and redevelopment issues. An effective training program includes four components: financial resources to support training, a plan to identify priority topics and track attendance, consistent encouragement to attend trainings and sharing of information between boards and commissions to maximize the return on investment for the community. Troy is proactively investing in its board and commission members by annually budgeting for training. City council, planning commission, and the Zoning Board of Appeals, for example, all have dedicated training line items in the budget. To ensure limited training dollars are being used as efficiently as possible it is important to be strategic. The city should create a training outline/plan for development-related boards and commissions that helps the city meet its priorities, goals, and objectives. Additionally, to assist the city identify gaps in training and strategically plan future trainings, a simple tracking mechanism for logging trainings should be created. While the city does not have a formal training plan at this time, members on all boards and commissions are strongly encouraged to attend any necessary training relevant to the skill-set needed for their position. Staff continually monitor available training and relay information regarding opportunities. Association memberships are also utilized to keep board and commission members up to date on the latest topics, best practices, and trainings that are offered regionally

and nationally. The city's planning director, and planning consultant, regularly direct training opportunities to planning commission members as the opportunities become available. In addition, seven of the nine members of planning commission have completed the citizen planner training, and the other two are scheduled to participate in the next available opportunity. Because of this, those members also receive notices for training opportunities. When creating a formal training plan, the city may want to consider formally establishing a process to notify elected and appointed officials about training opportunities. When members do attend trainings, they are encouraged to discuss the results of their training during the comments section of the subsequent meeting. Additionally, volunteers participating in the master citizen planner training must give presentations to the planning commission in order to receive the certification. Another method for sharing information and making sure board and commission members are on the same page is the joint meeting. Troy holds joint meetings as needed, generally once or twice per year, for topic specific items. Joint meetings were held in 2016, 2017, and 2018. The 2018 joint meeting included both city council and the planning commission: planning, zoning and development concepts and issues were discussed. Finally, an essential tool for communication is the "Planning Commission Annual Report." Troy produces a planning commission annual report each year, which summarizes the activities of the planning commission. This report is posted to the city's website and presented to council.

Best Practice 4.2—Education and training continued

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|---|--------------------|
| 4.2.1 | The community has a dedicated source of funding for training. | ✓ | |
| 4.2.2 | The community identifies training needs and tracks attendance for elected and appointed officials and staff. | <input type="checkbox"/> Create a training outline/plan for development-related boards and commissions that helps the city meet its priorities, goals, and objectives <input type="checkbox"/> Create a simple tracking mechanism for logging trainings for development-related boards, commissions, and staff | Q4 2020 |
| 4.2.3 | The community encourages elected and appointed officials and staff to attend trainings. | ✓ | |
| 4.2.4 | The community shares information between elected and appointed officials and staff. | ✓ | |

Best Practice 5.1—Economic development strategy

Best Practice 5.1 evaluates goals and actions identified by the community to assist in strengthening its overall economic health. Strategic economic development planning is critical to attract jobs and new investment in communities. City of Troy utilizes an economic development strategy, from 2011, titled “A New Approach for a New Economic: Planting Troy’s Economic Garden.” The strategy focuses on economic gardening and cultivating the existing entrepreneurial activity within the community. The large financial, health, automotive, and engineering firms and second stage companies, ripe for growth, located within the city are identified as economic opportunities. Troy is also part of Automation Alley, another community asset and growth opportunity. A companion document to the economic garden report is the “Troy Community Asset Inventory

Report.” This report digs deeper into Troy’s economic assets and opportunities. It is recommended that the city primarily focus on businesses that are capable of growth. Troy reports on the implementation of their economic development strategy each year through an economic development report, which is presented to the city council. The 2019 economic development report highlighted the city’s declining vacancy rates, major attraction successes, economic development activity, restaurant and retail activity, recently approved and under construction brownfield projects, recognition and engagement, global promotion of the city, and new tools for business resources. It is clear that Troy is doing an excellent job implementing their 2011 economic development strategy.

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|---|---------------------------------------|--------------------|
| 5.1.1 | The community has approved an economic development strategy. | ✓ | |
| 5.1.2 | The community annually reviews the economic development strategy. | ✓ | |

Best Practice 5.2—Marketing and promotion

Best Practice 5.2 evaluates how the community promotes and markets itself. Marketing and branding are essential tools in promotion of a community's assets and unique attributes. Consumers and investors are attracted to places that evoke positive feelings and to communities that take pride in their town and their history. City of Troy works closely with local, regional, and state partners on coordination of marketing for new businesses locating to Troy with grand opening/ribbon cutting ceremonies with the mayor and city council. The city also promotes all new companies in their quarterly newsletter, Troy Today; sends information on grand openings to the local media; and promote businesses in our quarterly e-business newsletter. City of Troy does not currently have a comprehensive, adopted marketing strategy. However, Troy does have several marketing initiatives and recognizes the value of developing a comprehensive

marketing strategy around those resources for the community. Recent marketing initiatives include: a revamped website, a comprehensive way-finding strategy and a new city logo. To meet RRC Best Practice 5.2.1, the city should develop a comprehensive marketing strategy, inclusive of key community messaging, opportunities and strategies to use marketing to attract businesses, consumers, developers to the community. The marketing strategy should also outline how the city intends to promote their redevelopment ready sites. Troy's recent marketing initiatives should also be included in the marketing strategy.

Visitors to a community's website need to be able to find accurate information quickly and the importance of a user-friendly website cannot be overstated. Troy's website is updated frequently, easy to use and contains all planning, zoning and development information.

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|--|--------------------|
| 5.2.1 | The community has developed a marketing strategy. | <input type="checkbox"/> Create a comprehensive marketing strategy that meets the expectations laid out in Best Practice 5.2.1 | Q1 2021 |
| 5.2.2 | The community has an updated, user-friendly municipal website. | ✓ | |

Best Practice 6.1—Redevelopment Ready Sites®

Best Practice 6.1 assesses how a community identifies, visions for and markets their priority redevelopment sites. Communities must think strategically about the redevelopment of properties and investments and those investments should be targeted in areas that can catalyze further development. Instead of waiting for developers to propose projects, Redevelopment Ready Communities identify priority sites and prepare information to assist developers in finding opportunities that match the community's vision. It is best to begin working on identifying and prioritizing sites once a community has completed a majority of the previous best practices. When a community is ready to begin identifying priority redevelopment sites, the Redevelopment Services Team will be available to assist communities in identifying sites that meet can help the community implement their vision. Troy's master plan identifies many areas and strategies for redevelopment, which are supported by the zoning ordinance. The city has selected and gathered basic information for three redevelopment sites: the Met Hotel, Troy Gateway, and Versatube sites. In addition to the basic information that has already been gathered, the desired development outcome for each site should be

made obvious. The community could engage the public to help determine desired outcomes and establish a vision for the priority sites in order create a predictable environment for development projects. A vision for each site could also be extrapolated from existing planning documents. A community champion for the redevelopment vision of each site should be identified. Based on the project meeting the community's vision and desired development outcomes, negotiable development tools and financial incentives and/or in-kind support should be identified for all sites as well.

At least one of the sites should be developed further into a complete property information package, as detailed in Best Practice 6.1.5. A site packaged to this standard includes both the basic information and additional applicable information as outlined in the best practice. Once developed, the property information package should be marketed online. Partner entities such as the DDA, county planning staff, county economic development, local Realtors, and others should be engaged to assist in identifying negotiable resources for priority sites and to participate in the marketing of priority sites to their respective audiences.

Best Practice 6.1—Redevelopment Ready Sites® continued

| Status | Evaluation criteria | Recommended actions for certification | Estimated timeline |
|--------|--|---|--------------------|
| 6.1.1 | The community identifies and prioritizes redevelopment sites. | ✓ | |
| 6.1.2 | The community gathers basic information for at least three priority sites. | ✓ | |
| 6.1.3 | The community has development a vision for at least three priority sites. | <input type="checkbox"/> Articulate a vision for at least three prioritized redevelopment sites, including desired development outcomes and specific development criteria <input type="checkbox"/> Identify community champions for each prioritized redevelopment site <input type="checkbox"/> Conduct additional public engagement for high-controversy priority redevelopment sites | Q4 2021 |
| 6.1.4 | The community identifies potential resources and incentives for at least three priority sites. | ✓ | |
| 6.1.5 | The community assembles a property information package for at least one priority site. | <input type="checkbox"/> Assemble at least one full property information package (PIP), per Best Practice 6.1.5 | Q4 2021 |
| 6.1.6 | Prioritized redevelopment sites are actively marketed in accordance with the marketing strategy. | <input type="checkbox"/> Develop and market property information package(s) online | Q4 2021 |

The RRC program assists communities in maximizing their economic potential by embracing effective redevelopment tools and best practices. As this report makes clear, Troy has a strong foundation in place for meeting the best practices.

Upon receipt of this report, community staff and leadership should review the recommendations and determine if they align with the community's priorities and vision. If, after review, the community believes that RRC is still a good fit, council should pass a resolution of intent to continue with the process. Upon receipt of that resolution, the community will enter final phase of the process: officially working toward certification. During

that phase, the community will be able to make progress on RRC items at its own pace and receive regular support from its RRC planner. It will also have continued access to the RRC online library of resources and extensive network of other RRC-engaged communities while also becoming eligible for matching technical assistance dollars from RRC (once the community has shown at least one-quarter of progress). In order to guide this next phase, RRC recommends the creation of an RRC work group consisting of community staff, officials and community representatives. We look forward to working with the community on reaching certification and a long, positive partnership for many years to come.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM

Date: December 9, 2019

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
William J. Huotari, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 19-05 – Willow Grove Sanitary Sewer

History

City staff continuously works to provide sanitary sewer to areas of the City with no sanitary sewer service. A master planned sanitary sewer was constructed through the Oak Forest No. 4 site condominium development providing a sanitary sewer connection for Willow Grove. The proposed sewer will extend from Trevino road to Square Lake road to provide service to 43 potential lots. In addition to the sanitary sewer, the road will be realigned and storm sewer improvements will be constructed. The project work is anticipated to start in January 2020 and all work, including restoration, is scheduled to be complete by July 2020.

An open house meeting with residents on Willow Grove was held in June to review the scope of the proposed work. Resident's comments and concerns were addressed at the meeting and incorporated in the final design prior to the project being advertised for bid.

Engineering consultant Anderson, Eckstein & Westrick (AEW) prepared bidding documents and construction plans for this project. AEW also confirmed the bid tabulation, reviewed the contractor's references and has provided the attached recommendation.

Purchasing

Bids were received and publicly read on October 30, 2019. The low bid of \$1,258,912.10 was submitted by T.R. Pieprzak Co., Inc., 6267 St. Clair Hwy., China Township, MI 48054 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

Funds for this work are included in the 2019/2020 Sewer Fund. The budgeted amount includes funds for construction, inspection, testing, and contingencies. A budget amendment in the amount of



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CITY COUNCIL AGENDA ITEM

\$200,000 is required in the 2020 Sewer Fund due to the 20% contingency that is being recommended for this project.

The sewer benefit fee for the Willow Grove Sanitary Sewer, as provided for in Chapter 20 of the Troy City Code and revised by Resolution #2005-04-189 has been calculated at \$15,338.83 per lot. The sewer benefit fee is not paid by any property owner until such time as the owner connects the structure to the sewer.

Recommendation

It is recommended that City Council award the Willow Grove Sanitary Sewer contract to T.R. Pieprzak Co., Inc., 6267 St. Clair Hwy., China Township, MI 48054, for their low bid of \$1,258,912.10.

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 that may arise during construction.

It is also recommended that City Council approve a budget amendment to the 2020 Sewer Fund in the amount of \$200,000. Project No. 2020C0064 (Account No. 590.527.535.7973.184015).

It is finally recommended that City Council approve the Benefit fee at \$15,338.83 per lot.

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



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township, MI 48315

586.726.1234
www.aewinc.com

December 6, 2019

William J. Huotari, PE
City Engineer/Traffic Engineer
500 W. Big Beaver
Troy, MI 48084

Reference: Recommendation of Award
Willow Grove Sanitary Sewer Project (Contract 19-05)
AEW Project No. 0238-0007

Dear Mr. Huotari:

Anderson, Eckstein and Westrick, Inc. (AEW) has prepared plans and specifications for the Willow Grove Sanitary Sewer Project. This project consist of extending the sanitary sewer along Willow Grove from Trevino Drive to Square Lake Road, realigning the existing gravel road and completing drainage improvements. Additionally, the sanitary sewer on Square Lake Road, west of John R Road will be extended approximately 120 feet.

Attached is a tabulation of bids received by the City of Troy on Wednesday, December 4, 2019, for this project. Five bids were received and the low bidder is T.R. Pieprzak Co., Inc., with a total bid amount of \$1,258,912.10.

As T.R. Pieprzak's bid was approximately \$300,000 less than the next bidder, we reached to confirm that they were confident in their bid price. Per our discussions, T.R. Pieprzak is confident in their bid price and is ready to perform this contract. AEW has previously worked with T.R. Pieprzak Co., Inc. on several sanitary sewer projects and we were pleased with their work performance. We feel that T.R. Pieprzak Co., Inc. is a competent contractor who can perform this project in a professional manner.

Therefore, based upon past experience working with T.R. Pieprzak Co., Inc., the available funding and the necessity of completing this project, we recommend that City of Troy contract with T.R. Pieprzak Co., Inc., 6267 St. Clair Hwy., China Township, MI 48054, for the above referenced project with a total bid amount of \$1,258,912.10.

Sincerely,

Kyle M. Seidel, PE, CFM
Senior Project Engineer

Enclosure: Bid Tabulation

cc: Scott Finlay, PE, Deputy City Engineer

M:\0238\0238-0007\Gen\Letters\Recommendation of Award.docxx



TABULATION OF BIDS

City of Troy
Willow Grove
Sanitary Sewer Project
AEW PROJECT NO. 0238-0007

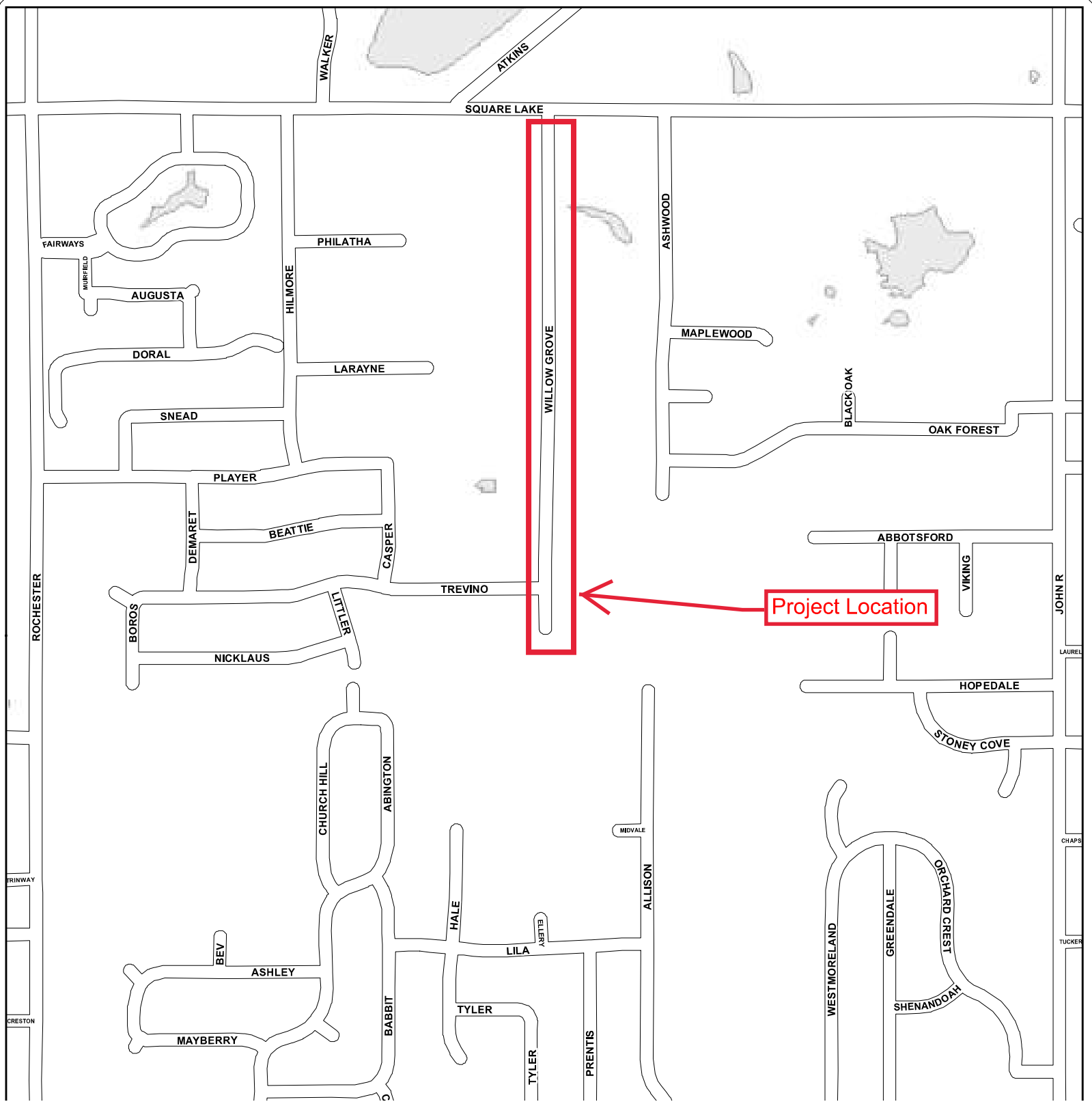
DATE: 12/4/2019
TIME: 10:00 AM

Prepared by: Anderson, E
51301 Schoe
Shelby Town

VENDOR RANKING

| <i>RANK</i> | <i>VENDOR NAME</i> | | <i>TOTAL BID</i> |
|-------------|-------------------------------|----|------------------|
| 1 | T.R Pieprzak Co., Inc. | \$ | 1,258,912.10 |
| 2 | L. D'Agostini & Sons, Inc. | \$ | 1,566,129.40 * |
| 3 | Aielli Construction Co., Inc. | \$ | 1,583,000.21 |
| 4 | DiPonio Contracting, Inc. | \$ | 1,637,268.00 |
| 5 | Superior Excavating, Inc. | \$ | 1,791,110.00 |

* CORRECTED BY ENGINEER





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

Date: January 2, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
Dennis Trantham, Facilities and Grounds Operations Manager
Kurt Bovensiep, Public Works Director
MaryBeth Murz, Purchasing Manager

Subject: Bid Waiver and Budget Amendment – Fire Panel Upgrade for the County of Oakland,
52-4 District Court Building

History

The current lease agreement with Oakland County originated in 1996 and allowed for a relocation of the Court from City Hall to its current location at 520 W. Big Beaver Road. This agreement was renewed in 2017 for three additional five year terms, extending the lease a total of 15 years until June 10, 2034 (Resolution #2017-09-142). As part of this lease, the City is obligated to maintain the interior and exterior of the building, and requires to keep it in good repair and compliant with all State of Michigan and local building codes.

The Oakland County Facilities Management Department has been working with the 52-4 District Court for several years now to enhance the District Courthouse's security. As part of this effort, a conflict with building codes arose, namely that courtrooms need two emergency exits yet there was only one, since the doors leading into the Judges' hallway are locked for security purposes. To install 15-second delay push bars on those doors (and one or more exterior doors) and tie them into the fire alarm system, a larger panel is required.

Siemens manufactures the current fire alarm panel, which is the same manufacturer as other fire panels in Troy facilities. Switching manufacturers would result in having to replace the entire fire system equipment, which would be a considerable increase to the cost.

In addition to upgrading the fire panel's capacity, it was also considered to update the panel to have the capacity to perform audible alarms. Audible alarms allow different types of notifications to the people in the building. Since responses to emergencies vary on the type of emergency it is beneficial to include the upgrade at this time.

Oakland County continues to be a good partner in this project and has offered to share the cost of the upgraded fire panel and the audible alarm with a 50/50 split.



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CITY COUNCIL AGENDA ITEM

Purchasing

In the best interest of the City; it is recommended to waive the Bid process and purchase the upgraded fire panel direct from the manufacturer as switching manufacturers would result in having to replace the entire fire system in the building. *Siemens Industry, Inc. of Plymouth, MI* is the sole source provider for the fire panel replacement at the 52-4 District Court Building.

Financial

This project was not anticipated and therefore was not included in the current budget. A budget amendment will be required in the amount of \$58,763.00 for the General Fund under the Building Operations Department. Expenditures will be charged to account number 101.264.277.7802.150. It is anticipated the City will receive an associated revenue of \$29,381.50 from Oakland County.

Recommendation

City Management recommends it is in the City's best interest that the bid process be waived and a contract be awarded to *Siemens Industry, Inc. of Plymouth, MI* to upgrade the fire panel at the 52-4 District Court Building for an estimated total cost of \$58,763.00. City Management also recommends a budget amendment to the Building Operations/District Court Business Unit in the amount of \$58,763.00 and it is anticipated that the City will receive \$29,381.50, which is Oakland County's share in the project cost.



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Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

SIEMENS

Siemens Industry, Inc.
Building Technologies

45470 Commerce Center Dr.
Plymouth, MI 48170
Shelly DeSantis
Shelly.desantis@siemens.com
734-456-3800 Ph
586-484-5321 Mobile

| PROPOSAL SUBMITTED TO | | | | PROJECT INFORMATION | | | |
|-----------------------|----------------------------|------|--|---------------------|--|-------------------|---------------|
| COMPANY: | City of Troy | | | PROPOSAL DATE: | 12/9/19 | QUOTE ID: | 19-8579563231 |
| CONTACT: | Dennis Trantham | | | JOB NAME: | 52 nd District Court Fire Panel | | |
| ADDRESS: | Operations Manager | | | ADDRESS: | Troy, MI | | |
| | 4693 Rochester Road | | | | | | |
| PHONE: | 248-524-3503 | FAX: | | ENGINEER: | | | |
| EMAIL: | Dennis.trantham@troymi.gov | | | DATE OF PLANS: | | INCLUDED ADDENDA: | |

| PRICING (SEE NEXT PAGE FOR DETAILED SCOPE) | | |
|--|---|-------------|
| INCLUDES NEW CONSTRUCTION USE TAX: | | No |
| INCLUDES SALES TAX: | | No |
| Initial to accept: | TOTAL ESTIMATED PRICE: | \$40,551.00 |
| | VOLUNTARY ALTERNATE #1. FOR CODE MINIMUM ONLY, ADD: | |

| REMARKS | |
|---|--|
| If supplying tax certificate, please enter tax certificate number: | |
| This proposal does not include installation, installation material, or any labor unless specified. Payment Terms are Net 30. The Terms and Conditions of Sale shown on the attached are a part hereof. Per project aggregate general liability insurance is excluded. Prices quoted are firm for 30 days. | |

| PROPOSED | | AGREED TO | |
|-----------------|------------------------|---|--|
| | | I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment is due upon receipt of invoice. | |
| COMPANY NAME: | Siemens Industry, Inc. | COMPANY NAME: | |
| BY (sign here): | Shelly DeSantis | BY (sign here): | |
| NAME (print): | Shelly DeSantis | NAME (print): | |
| TITLE: | Account Executive | TITLE: | |
| DATE: | 12/9/19 | DATE: | |



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CITY COUNCIL AGENDA ITEM

SIEMENS

Siemens Industry, Inc.
Building Technologies

45470 Commerce Center Dr.
Plymouth, MI 48170
Shelly DeSantis
Shelly.desantis@siemens.com
734-456-3800 Ph
586-484-5321 Mobile

Current Condition:

The existing fire alarm panel is no longer manufactured, parts for expansion or repair are not available. The existing strobe are not synchronized.

Scope of work:

Provide material and technical services required to upgrade the fire alarm panel at 52nd District Court Building. Replace necessary field devices on a one for one basis, existing strobes will be changed to synchronized models.

Proposal includes engineering drawings, City of Troy plan review and permits, installation, programming, certification and final fire marshal testing.

Bill of Material

- 1 Fire Alarm Control Panel w/batteries
- 1 Power Supplies w/batteries
- 15 Smoke Detectors
- 6 Duct Detectors
- 8 Pull Stations
- 2 Monitoring Module Single Input
- 2 Monitoring Module with Relay
- 41 Strobes
- 30 Horn Strobes

Alternate: Install a fire panel capable of voice communication, change existing horn strobe to speaker strobe devices.

Please add.....\$18,212.00

Exclusions:

- Project scope changes or added devices resulting from City of Troy plan review
- Architectural floor plan changes to existing drawings
- Proposal assumes existing wiring integrity and excludes new wiring or repairs
- Patch and paint
- Overtime Labor, overtime Inspection fees, fire watch



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Art Holdsworth, Director
(248) 858-0160 | holdswortha@oakgov.com

December 16, 2019

Kurt Bovensiepe, Public Works Director
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Dear Kurt:

The Oakland County Facilities Management Department has been working with the 52-4 District Court for several year years now to enhance the District Courthouse's security. As part of this effort, a conflict with building codes arose, namely that courtrooms need two emergency exits yet there was only one, since the doors leading into the Judges' hallway are locked for security purposes. To install 15-second delay push bars on those doors (and one or more exterior doors) and tie them into the fire alarm system, a larger panel is required. Per our phone and email conversations, the City and County will share equally the cost for replacement of said fire panel. If add-ons or upgrades are requested by the County beyond the City's standards for fire panels in City Hall and the Police Department, then the County will pay the full cost of such add-ons or upgrades. The City will use its own vendor(s) and oversee the installation and testing of the panel. Please contact me at 248-858-0160 with any questions. Thank-you.

Sincerely,

A handwritten signature in black ink, appearing to read "Wm. Art Holdsworth".

Wm. Art Holdsworth
Director of Facilities Management, Oakland County, MI
248-858-0160
Holdswortha@oakgov.com



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-07

CITY COUNCIL AGENDA ITEM

Date: January 7, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
Kurt Bovensiep, Public Works Director
Brian Varney, Fleet Operations Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Award – State of Michigan MIDEAL Cooperative Purchasing Agreement and Budget Amendment - Police Fleet Vehicles.

History

- The vehicles being purchased are 2020 Ford Explorer Interceptors.
- The vehicles being purchased are replacement vehicles for the Police Department.
- The vehicles being replaced were involved in total loss accidents with \$36,800.00 total reimbursement received from MMRMA for the insurance claims.
- The accident vehicles will be removed from service and sold at auction with estimated proceeds of \$3500.00.
- This purchase replaces existing vehicles and does not increase the size of the existing Police Department fleet.
- Fleet Department currently does not have any in stock pursuit rated replacement vehicles.

Purchasing

- *Gorno Ford* is the low total bidder in the State of Michigan MIDEAL Cooperative Bid. MIDEAL Contract ID #071-B7700181, contract pricing is valid thru 2020 model year Ford vehicles.
- On February 10, 2014 City Council authorized departments to utilize sites such as *GovDeals.com* to dispose of city owned surplus items (Resolution# 2014-02-017-J-4a). Therefore note that the city will utilize and market this vehicle on *GovDeals.com* site for optimal trade-in value.
- This purchase will require an amendment to the 2019/2020 fiscal year Fleet Department budget in the amount of \$67,800.00.

Financial

- This purchase was not anticipated and therefore was not included in the current budget. A budget amendment to account 661.549.565.7981 is requested in the amount of \$67,800.00.

| <u>Gorno Ford</u> | <u>Unit Cost</u> | <u>Estimated Total</u> |
|--------------------|------------------|------------------------|
| (2) Ford Explorers | \$33,899.00 | \$67,798.00 |



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CITY COUNCIL AGENDA ITEM

Recommendation

City management requests authorization to purchase two (2) 2020 Ford Explorers from *Gorno Ford of Westland, MI*, to replace the total loss accident vehicles used by the Police Department as per the State of Michigan MIDEAL Cooperative Bid Contract ID #071-B7700181 for an estimated total cost of \$ 67,798.00. City management also requests a budget amendment of \$67,800.00 to the 2019/2020 Fleet Capital Account.



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CITY COUNCIL AGENDA ITEM



2020 Ford Explorer Interceptor – Not actual vehicle



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I-08

CITY COUNCIL AGENDA ITEM

Date: January 8, 2019

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Cingular Wireless (AT & T) Master License Agreement-Small Cells

With the passage of the Small Wireless Facilities Act, MCL 460.1301 (2018 PA 365), the wireless industry is now able to place small cells on City owned facilities in the rights of way, and the City is limited in what it can collect for this use of City owned property. The law also allows for new poles to be placed in the City's rights of way by the wireless industry. The state law was designed to increase wireless communication capabilities throughout the State.

The City's powers are therefore limited by this new State law, which pre-empts our local regulation. However, after the passage of the new State law, the City started negotiations with Cingular Wireless (previously AT & T) to develop a Master License Agreement for small cells that it proposes to locate on City owned infrastructure. This Agreement covers all poles in the City, and allows Cingular Wireless to apply for an engineering permit for each proposed small cell or new pole location. This Agreement follows the previous Master License Agreement negotiated with Extenet for small cells near the Somerset Mall, but it has been modified to be compliant with the Small Wireless Facilities Act. It also has a re-opener provision, in the event that the State law is subsequently modified to allow for a more equitable annual rate, since \$30 per pole does not cover the City's costs.

In addition to the presence of City Administration representatives, the attorney for Cingular Wireless has offered to be present for the City Council meeting to address any questions about this Master License Agreement.

**MASTER LICENSE AGREEMENT
FOR ATTACHMENTS TO CITY OWNED FACILITIES**

This Master License Agreement for Attachments to City Facilities (“Agreement”) dated _____, 2020 (the “Effective Date”) is made by and between the City of Troy, Michigan (the “City”), and New Cingular Wireless PCS, LLC (“Licensee”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the City owns, operates and maintains certain Facilities located in the City Right-of-Way; and

WHEREAS, Licensee proposes to install and maintain Licensee’s Wireless Attachments on or within City Facilities to provide Wireless Services; and

WHEREAS, the City is willing to grant Licensee a non-exclusive, revocable license under which the City will issue Permits authorizing the placement or installation of Licensee’s Wireless facilities on or within specified City Facilities, provided that the City may in its sole discretion, for reasons relating to insufficient capacity, aesthetics, safety, reliability, generally applicable engineering purposes or other governmental needs, uses, obligations and reasons, refuse to issue a Permit for any Wireless support structures so long as Licensee is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third-parties; and

WHEREAS, the City’s lease of a Wireless support structure is a commercial transaction involving the rental of City Facilities and the City intends to act in a non-discriminatory manner consistent with the Act.

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants, agreements, and obligations of the Parties, which constitute good and valuable consideration, the sufficiency of which is acknowledged, and with the intention to be legally bound hereby, the City and Licensee agree as follows:

1. DEFINITIONS

- 1.1 “Act” means the Small Wireless Facilities Act, 2018 PA 365, MCL 460.1301, et seq, as the same may be amended from time to time.
- 1.2 “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- 1.3 “Applicable standards means all applicable engineering and safety standards governing the installation, maintenance and operation of equipment and includes but is not limited to the most current versions of National Electric Safety Code (NESC), the National Electrical Code (NED), and the regulations of the Occupational Safety and Health Administration (OSHA), each of which is incorporated by reference in this Agreement.
- 1.4 “Applicant” means a Wireless provider or Wireless infrastructure provider that submits an application described in this Agreement.

- 1.5** “Attachment(s)” means Licensee’s Communications Equipment that is placed directly on or within City Facilities.
- 1.6** “Authority”, unless the context implies otherwise, means the City of Troy, Michigan to the extent authorized by law to make legislative, quasi-judicial, or administrative decisions concerning an application described in this ordinance.
- 1.7** “Authority pole” means a utility pole owned or operated by an authority and located in the ROW.
- 1.8** “Colocate” means to install, mount, maintain, modify, operate, or replace Wireless facilities on or adjacent to a Wireless support structure or utility pole. “Collocation” has a corresponding meaning.
- 1.9** “Fee” means an authority one-time per small cell site charge for application processing.
- 1.10** “Rate” means an authority annual charge per site.
- 1.11** “Historic district” means an officially designated historic district.
- 1.12** “Make-ready work” means work necessary to enable an authority pole or utility pole to support collocation, which may include modification or replacement of utility poles or modification of lines.
- 1.13** “Permit” means written or electronic authorization of the City for Licensee to make or maintain Attachments to specific City Facilities pursuant to the requirement of this Agreement and any applicable City code or regulations.
- 1.14** “Micro Wireless facility” means a Small cell wireless facility that is not more than 24 inches in length, 15 inches in width, and 12 inches in height and that does not have an exterior antenna more than 11 inches in length.
- 1.15** “Public right-of-way” or “ROW” means the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses. Public right-of-way does not include any of the following:
- 1.15.1.1** A private right-of-way.
 - 1.15.2** A limited access highway.
 - 1.15.3** Land owned or controlled by a railroad as defined in section 109 of the railroad code of 1993, 1993 PA 354, MCL 462.109.
- 1.16** “Small cell wireless facility” means a Wireless facility that meets both of the following requirements:
- 1.16.1.1** Each antenna is not more than 6 cubic feet in volume.

- 1.16.1.2** All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume, except the following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- 1.17** “Utility pole” means a pole or similar structure that is or may be used to support Small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground, and does not include any traffic control signals (as defined in the Manual on Uniform Traffic Control Devices).
- 1.18** “Wireless facility” means wireless equipment that enables the provision of wireless services, including but not limited to: radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility does not include coaxial or fiber-optic cable between utility poles or Wireless support structures.
- 1.19** “Wireless provider” is a provider of wireless services and a “wireless infrastructure provider” is an installer of wireless equipment, Wireless facilities or Wireless support structures at small cell sites and, both terms are interchangeable terms for purposes of this Agreement.
- 1.20** “Wireless services” means any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.
- 1.21** “Wireless support structure” means a freestanding structure designed to support or capable of supporting Small cell wireless facilities. Wireless support structure does not include a utility pole.
- 1.22** “Wireline backhaul facility” means a facility used to transport services by wire or fiber-optic cable from a Wireless facility to a network.

2. SCOPE OF AGREEMENT

- 2.1** **Grant of License.** Subject to the provisions of this Agreement, the City hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Permitted Wireless facilities on or within specified City Wireless support structures, as identified in the attached Exhibit A, which is incorporated by reference. Licensee may, in the future install Permitted Wireless facility Attachments under the same terms and conditions contained herein, consistent with the Act and with the administrative approval of Licensor, which shall not be unreasonably withheld beyond any period of sixty (60) days. Placement of Licensee’s Wireless facility Attachments on or within any specific Wireless support structure shall be at the sole discretion of the City so long as Licensee is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third-parties.

- 2.2 **Conflicting Provisions.** In the event of any conflict between this Agreement and any Permit hereto, the terms and conditions of this Agreement, as amended from time to time, shall control.
- 2.3 **Permit Issuance Conditions.** The City will issue any Permit(s) to Licensee only when the City determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with the Act.
- 2.4 **Reserved Capacity.** Access to space on Wireless support structures will be made available to Licensee with the understanding that Wireless support structures may be subject to Reserved Capacity for future governmental use. In such case the City may refuse to permit attachments on such Facilities or may within its discretion permit Attachments.
- 2.5 **No Interest in Property.** No use, however lengthy, of any Wireless support structures, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Wireless support structures. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of the City's rights to Wireless support structures. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.
- 2.6 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 5, shall be construed as granting Licensee any right to attach Licensee's Attachment(s) to or within any specific City Facility or portion of Wireless support structures .
- 2.7 **City's Rights over Facilities.** The Parties agree that this Agreement does not in any way limit the City's right to locate, operate, maintain or remove its Facilities in the manner that will best enable it to fulfill any governmental requirements.
- 2.8 **Expansion of Capacity.** The City may take steps as reasonably appropriate, in a competitively neutral manner, to expand Facilities to accommodate Licensee's request for Attachment. Notwithstanding the foregoing, nothing in this Agreement shall be construed to require the City to install, retain, extend or maintain any Facility or portion of Wireless support structures for use when such Wireless support structures are not needed for the City's or any other governmental service requirements.
- 2.9 **Other Agreements.** Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit the City from fulfilling any agreement or arrangement regarding Wireless support structure's Facilities into which the City has previously entered, or may enter in the future, with others not party to this Agreement, provided that any such future attachments shall not interfere with Licensee's Attachments.
- 2.10 **No Use After Termination.** Nothing in this Agreement shall be construed to require the City to allow Licensee to use Facilities after the termination of this Agreement.

- 2.11 **Enclosures.** Nothing in this Agreement shall authorize Licensee to place above-ground pedestals, enclosures or cabinets at the base of any Wireless support structures upon which Licensee has made authorized Attachments.

3. FEES AND CHARGES

- 3.1 **Payment of Fees and Charges.** For authorized Attachments on authority poles covered under this Agreement, Licensee shall pay to the City an annual fee for a Permit to collocate Small cell wireless facility on a Wireless support structure of thirty (\$ 30.00) Dollars annually if the Wireless support structure is an existing structure or One Hundred and Twenty Five (\$125.00) Dollars per year if the Wireless support structure was erected by or on behalf of the Wireless provider. Every five (5) years after the execution of this Agreement, the rates reflected in this Section shall be increased by ten-percent (10%) of the rate and rounded to the nearest dollar.

3.1.1 Fees and charges will consist of the following:

1. **Permit Application Fee** – to reimburse the City for costs incurred for project management services, review of the Permit Application, and Site design approval, Licensee shall pay:
 - (a) Two Hundred (\$200.00) Dollars for each Small cell wireless facility alone OR
 - (b) Three Hundred (\$300.00) Dollars for each Small cell wireless facility that is attached to a new structure.
2. **Make-Ready Work Costs** – to reimburse the City for costs incurred by the City for any Make-Ready Work done to accommodate the Attachment on or within the City's Facilities.

- 3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from the City pursuant to this Agreement within sixty (60) calendar days after the City issues the invoice.

- 3.3 **Billing of Annual Attachment Fee.** The Fee shall be based upon the period of time from January 1 until December 31 of each year, and will be billed or invoiced in five year increments.

- 3.4 **Refunds.** Unless otherwise agreed, no Fees and charges shall be refunded on account of any surrender of a Permit granted hereunder.

- 3.5 **Advance Payment.** The Permit Application Fee shall be due upon submission of the Permit Application.

- 3.6 **Determination of Fees and Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by the City, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overhead costs. The City shall bill its services based upon actual costs, and such costs will be determined in accordance with the City's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed and materials used and cost of materials. If Licensee was required to perform work and fails to perform such work necessitating its completion by the City, the City may

either charge an additional ten percent (10%) to its costs or, if applicable, assess the Failure to Timely Transfer, Abandon or Removal Facilities Penalty Fee.

- 3.7 **Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond ninety (90) days following written notice to Licensee shall constitute a material default of this Agreement.

4. SPECIFICATIONS

- 4.1 **Installation/Maintenance of Small cell wireless facilities.** When a Permit is issued pursuant to this Agreement, Licensee's Attachment(s) shall be installed and maintained in accordance with the City's applicable requirements and specifications. All of Licensee's Attachments must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Attachments. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards; and Licensee shall replace, remove, reinforce or repair any defective Attachments (unless otherwise agreed to by the City in writing).

4.2 **Authorized Attachment(s) and Installation Methods.**

- 4.2.1 The City must approve the Attachment(s) that Licensee is authorized to place on the Wireless support structure. Except as authorized by the City in writing, only the Attachments depicted and described in the approved Permit Application may be attached to any City Facility; Licensee may make repairs and replacements in the ordinary course of business with like kind equipment, with advance written notice to the City. Provided, any said upgrade or substitution must maintain the structural integrity of the City's Facility, and Licensee will provide all necessary supporting documentation.

- 4.2.2 In no event may Licensee or any of its subcontractors install or construct new City Facilities or modify or repair existing City Facilities except as may be expressly authorized by this Agreement or by an approved Permit, or as is otherwise authorized in writing by the City.

- 4.2.3 Nothing in this Agreement shall be construed as a guaranty of the condition of any City Facility in connection with Licensee's Attachments or impose any obligation upon the City to repair or replace an existing City Facility in order to accommodate a request by Licensee to install an Attachment.

- 4.3 **Tagging.** Licensee shall Tag all of its Small cell wireless facilities in accordance with any applicable federal, State and local regulations upon installation of such Attachment(s).

- 4.4 **Interference.** Licensee shall not allow its Attachment(s) to impair the ability of the City or any existing third party to use Small cell wireless facilities, nor shall Licensee allow its Attachment(s) to interfere with the operation of any City or other governmental Facilities.

- 4.4.1 Licensee shall comply with all Federal Communications Commission ("FCC") and other federal, state and local laws, rules, orders and regulations and all directives of the relevant regulatory agencies that are applicable in connection with the installation and operation of Licensee's Attachments.

- 4.4.2 In the event that the installation, operation or maintenance of the Attachment(s), whether or not such operation is in compliance with the terms of Licensee's applicable FCC licenses, creates any interference with the operation of the City's or any other governmental entity's communication or other equipment, Licensee shall immediately, at Licensee's sole cost and expense, take such reasonable steps as may be necessary or recommended by the City or regulatory agencies to eliminate such interference. In the event that the installation, operation or maintenance of the Attachment(s) creates any interference with the operation of the pre-existing equipment of third parties using the Site pursuant to an agreement with the City or any other pre-existing uses of electronic equipment, Licensee shall immediately, at Licensee's sole cost and expense, take such reasonable steps as may be necessary to eliminate such interference in accordance with FCC or other applicable regulatory requirements. If Licensee is unable or refuses to eliminate such interference, the City may terminate Licensee's use of or right to use the Facility upon which such interfering Attachment is located, and Licensee shall promptly remove the Attachment from the Facility.
- 4.4.3 Notwithstanding the foregoing, if equipment installed on a Facility by any third party using the Facility pursuant to an agreement with the City subsequent to the installation of the Licensee's Attachment at the City's Facility causes interference, either electronically or physically, with Licensee's previously installed Attachments then Licensee shall provide written notice to the City, allowing up to thirty (30) days to allow the third party, at the third party's sole cost and expense, to take such reasonable steps as may be necessary or recommended by the City or regulatory agencies to eliminate such interference. If the third party or the City are unable or refuses to eliminate such interference, Licensee shall have the right to terminate the affected Permit and receive a reimbursement or any Fee advanced to City.
- 4.5 **Protective Equipment.** Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities.
- 4.6 **Violation of Specifications.** If Licensee's Attachment(s), or any part thereof, are installed, used or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from the City, the City at its option, may unilaterally correct such conditions. The City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When the City believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of the City's service obligations or pose an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, the City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work.
- 4.7 **Tree Trimming and Removal.** Licensee shall not remove existing trees in the Public right-of-way. Any tree trimming shall be performed by a licensed arborist and performed in coordination with the City.

- 4.8 **No Ground Interference.** The Micro Wireless facility shall be attached to the utility pole and not placed on the ground.
- 4.9 **No Lighting.** If placed on a light pole, the Micro Wireless facility shall not be illuminated.
- 4.10 **Restoration of City Service.** The City's service restoration requirements shall take precedence over any and all work operations of Licensee on City Facilities.
- 4.11 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within three hundred and sixty-five (365) calendar days of the effective date of such right and any extension thereof, the City may use the space scheduled for Licensee's Attachment(s) for its own needs or other Attaching Entities. For purposes of this Paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

5. PERMIT APPLICATION PROCEDURES

- 5.1 **Permit Required.** Licensee shall not install any Attachments on or within any City Facilities without first applying for and obtaining a Permit pursuant to the applicable City requirements. Attachments to or rights to occupy or utilize City property not covered by this Agreement, such as the lease and use of City-owned fiber optic capacity or any other City property (including, but not limited to City offices and parks), which must be separately negotiated.
- 5.1.1 Unless otherwise agreeable to the parties, the Licensee shall submit a Permit Application for every proposed Wireless support structure above-ground that shall be accompanied by: (i) photos of the subject Facility and surrounding location; (ii) equipment specifications; and (iii) a site sketch that depicts the proposed installation specifications such as attachment height, and attachment methods on the subject City Facility(ies).
- 5.2 **City Review of Permit Application.** Upon receipt of a properly executed Permit Application, and detailed plans for the proposed Attachments in a form acceptable to City staff, the City will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. The City acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed the Permit Application process shall be consistent with the following timeline.
- 5.2.1 **Review Period Shotclock.** The City shall review and respond to a properly executed and complete Permit Applications for attachment of a Wireless facility on any existing Wireless support structure within sixty (60) days of receipt; fifteen (15) days will be added to the review period, if the Authority has received an application from another Wireless provider within one (1) week of the Application in question; an additional fifteen (15) days may be provided if the Authority notifies the Applicant in writing that an extension is needed and provides the basis for the request. Within twenty-five (25) days of

receipt of the Permit Application from the Licensee, the City will notify the Applicant in writing that the Application is not complete.

5.2.2. Zoning Review. All Wireless support structures approved by the City and placed in the Right-of-Way are a permitted use and not subject to any zoning review.

5.2.3 Make-Ready work and access to Conduits shall be provided on a mutually agreeable, reasonable, and timely basis.

5.2.4 City may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters or other emergency situations.

5.3 **Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, and upon verification of compliance with this Agreement and state, local, and federal law, the City will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

5.4 If the City receives an Application for a new or replacement Wireless support structure, the City will have ninety (90) days to review and approve the Application subject to the addition of fifteen (15) days if another Wireless provider submits an application within one (1) week. An additional fifteen (15) day period shall apply if the City notifies the Applicant in writing that an extension is needed.

5.5 If the Application is denied, the City shall issue a written notice to the Applicant explaining the reasons for denial and the applicable codes on which the denial is based. The Applicant may revise the Application to cure the deficiencies. The Applicant may submit and the City shall have thirty (30) days to review and approve the Application.

5.6 **The City retains the right to require evidence or certification that Applicant is compliant with FCC Radio Frequency emission regulations.**

6. TRANSFERS

6.1 **Required Transfers of Licensee's Attachments.** If the City reasonably determines for Public Safety purposes that a transfer of Licensee's Wireless facility is necessary, Licensee agrees to allow such transfer or remove the affected Wireless facility. In such instances, the City shall require Licensee to perform such transfer or removal at its own expense within thirty (30) calendar days after receipt of notice from the City. If Licensee fails to transfer its Wireless facility within thirty (30) calendar days after receiving such notice from the City, the City shall have the right to transfer Licensee's Wireless facility using its personnel and/or contractors. The City shall not be liable for damage to Licensee's Wireless facility except to the extent provided in Paragraph 14. The written advance notification requirement of this Paragraph shall not apply to emergency situations, in which case the City shall provide such advance notice as is practical given the urgency of the particular emergency situation. The City shall then provide written notice of any such actions taken within five (5) business days of the occurrence.

7. MODIFICATIONS AND/OR REPLACEMENTS

- 7.1 Licensee's Action Requiring Modification/Replacement.** In the event that any City Facility to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional Equipment in accordance with all Applicable Standards, the City will notify Licensee. If the City is willing to allow a modification or replacement of the City Facility to accommodate Licensee's Attachment, the City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Facility, including but not limited to replacement of the Facility and rearrangement or transfer of the City's equipment, as well as the equipment of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to the City the actual cost of any Make-Ready Work, performed by the City, the City, at its discretion, may require advance payment of the entire cost. Licensee shall also be responsible for obtaining, and furnishing to the City before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities concerning the relocation or rearrangement of their Attachments and the costs involved. Licensee may perform the required Make-Ready Work, at its option. In the event a new Wireless support structure is constructed by the Licensee, ownership of that structure shall pass immediately to the City at no cost. No bill of sale shall be required for the transaction.
- 7.2 Treatment of Multiple Requests for Same Facility.** If the City receives Permit Applications for the same Facility from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodation of both requests is not possible, the City will authorize the earliest complete Permit Application received. If it is possible to accommodate more than one Attachment request through a modification the City will allocate among such licensees the applicable costs associated with such modification or replacement.
- 7.3 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Attachment or the replacement of a City Facility (including any related costs for tree cutting or trimming or Conduit clearing) shall be allocated to the City and/or Licensee and/or other Attaching Entity on the following basis:
- 7.3.1** If the City intends to modify or replace a City Facility solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the City Facility. Licensee shall be responsible for all costs associated with any necessary modification or relocation of Licensee's Attachment. Prior to making any such modification or replacement of the City Facility the City shall provide Licensee written notification of its intent in order to allow Licensee a reasonable opportunity to elect to modify, relocate or add to its existing Attachment. Should Licensee so elect, it must seek the City's written permission per this Agreement. The notification requirement of this Paragraph shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Attachment, Licensee shall bear the total incremental costs incurred by the City in making the space on or within the Facilities accessible to Licensee.

- 7.3.2 If the modification or replacement of a Facility is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Facilities and for the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Equipment as well as those of the City. Licensee shall submit to the City evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for the cost to transfer or rearrange such Entities' Equipment prior to the commencement of any Make-Ready Work. The City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Equipment pursuant to this Paragraph.
- 7.3.3 If the modification or the replacement of a Facility is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than the City or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Attachment. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's Equipment.
- 7.3.4 If a Facility must be modified or replaced for other reasons unrelated to the use of the Facility by Attaching Entities (e.g., storm, accident, deterioration), the City shall pay the costs of the modification or replacement of the Facility; provided, however, that Licensee shall be responsible for the costs of rearranging or transferring its Attachment.

8. **City Not Required to Relocate.** No provision of this Agreement shall be construed to require City to relocate its Attachments or modify/replace its Facilities for the benefit of Licensee, provided, however, any denial by the City for modification of the Facility is based on nondiscriminatory standards of general applicability.

9. **ABANDONMENT OR REMOVAL OF CITY FACILITIES**

- 9.1 **Notice of Abandonment or Removal of City Facilities.** If the City desires at any time to abandon, remove or underground any City Facilities to which Licensee's Attachments are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such City Facilities. Notice may be limited to thirty (30) calendar days if the City is required to remove or abandon its City Facilities as the result of the action of a third party and the greater notice period is not practical. Such notice shall indicate whether the City is offering Licensee an option to purchase the Facilities. If, following the expiration of the applicable notice period, Licensee has not yet removed and/or transferred all of its Attachments therefrom and has not entered into an agreement to purchase City Facilities pursuant to Paragraph 9.2, the City shall have the right, subject to any applicable laws and regulations, to have Licensee's Attachment removed and/or transferred from the Facility at Licensee's expense. The City shall give Licensee fifteen (15) days prior written notice of any such removal or transfer of Licensee's Equipment.

- 9.2 Option to Purchase Abandoned Poles.** Should the City desire to abandon any Facility, the City, in its sole discretion, may grant Licensee the option of purchasing such Facility at a rate negotiated with the City. Licensee must notify the City in writing within thirty (30) calendar days of the date of the City's notice of abandonment that Licensee desires to purchase the abandoned Facility. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Facility within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should the City and Licensee fail to enter into an agreement for Licensee to purchase the Facility prior to the end of the forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 9.1. The City is under no obligation to sell Licensee the City Facilities that it intends to remove or abandon.

10. REMOVAL OF LICENSEE'S ATTACHMENTS

- 10.1 Removal on Expiration/Termination.** At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Attachment(s) from the affected Facilities at its own expense. After removal, Licensee shall restore the City Facilities to their condition immediately prior to the date such Attachments were made, excepting normal wear and tear. If Licensee fails to remove such Equipment within sixty (60) calendar days of expiration or termination or some greater period as allowed by the City, the City shall have the right to have such Equipment removed at Licensee's expense.
- 10.2 Licensee Removal.** Licensee may, at any time, remove its Attachment(s) from any City Facility, provided it gives the City at least fourteen (14) days prior written notice. Provided, the City may require Licensee to leave in place any conduit, innerduct or similar Communications Equipment within a City Conduit in order to prevent damage to City Facilities. After removal, Licensee shall restore the City Facilities to their condition immediately prior to the date such Attachments were made, excepting normal wear and tear.

11. TERMINATION OF PERMIT

- 11.1 Automatic Termination of Permit.** Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Attachment on public or private property at the Site of the particular Facility covered by the Permit or if Licensee installs any wireless attachment without obtaining a City Permit as required here.
- 11.2 Surrender of Permit.** Licensee may at any time surrender any Permit for Attachment and remove its Communications Equipment from the affected Facilities, provided, however, that before commencing any such removal Licensee must obtain the City's written approval of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 16. No refund of any fees or charges will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City Facilities within sixty (60) calendar days thereafter, the City shall have the right to remove Licensee's Attachments at Licensee's expense.

12. INSPECTION OF LICENSEE'S ATTACHMENTS

- 12.1 **Inspections.** The City may conduct an inventory and inspection of Attachments at any time. Licensee shall correct all Attachments that are not found to be in compliance with Applicable Standards within thirty (30) calendar days of notification. If it is found that Licensee has made an Attachment without a Permit, Licensee shall pay an unauthorized access penalty fee of three (3) times the then current annual rate for the attachment in addition to applicable Permit and Make-Ready Costs. If it is found that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.
- 12.2 **Notice.** The City will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.
- 12.3 **No Liability.** Inspections performed under this Article 12, or the failure to do so, shall not operate to impose upon the City any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.
- 12.4 **Attachment Records.** Notwithstanding the above inspection provisions, Licensee is obligated to furnish the City on an annual basis an up-to-date map depicting the locations of its Attachments in an electronic format specified by the City.

13. REPORTING REQUIREMENTS

Concurrently with Licensee's Annual Attachment Fee payment, Licensee shall report any Attachment Licensee has removed from City Facilities during the relevant reporting period. The report shall identify the Facility from which the Attachment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 11.2

14. LIABILITY AND INDEMNIFICATION

- 14.1 **Liability.** The City reserves to itself the right to maintain and operate its Facilities in such manner as will best enable it to fulfill its governmental service requirements. Licensee agrees to use City's Facilities at Licensee's sole risk. Notwithstanding the foregoing, the City shall exercise reasonable precaution to avoid damaging Licensee's Attachment(s) and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors.
- 14.2 **Defense, Indemnity and Insurance.** All applicant Wireless providers shall:
- (a) Defend, indemnify, and hold harmless the authority its officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any Wireless facilities, Wireless support structures, or utility poles to the extent caused by the applicant and all entities acting on its behalf including but not limited to its contractors, its subcontractors, and the officers, employees, or agents of any of

these, except as to liabilities or losses due to or caused by the sole negligence of the authority or its officers, agents, or employees.

14.3 Procedure for Indemnification.

14.3.1 The City shall give prompt notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the City, the City shall give the notice to Licensee no later than fifteen (15) calendar days after the City receives written notice of the action, suit or proceeding.

14.3.2 The City's failure to give the required notice will not relieve Licensee from its obligation to indemnify the City unless and only to the extent Licensee is materially prejudiced by such failure.

14.4 Liens. There shall be no liens placed upon any City Facility as a result of any claim against Licensee., Licensee agrees, within one hundred and twenty (120) days of the filing of such lien, to cause the same to be released of record by payment or posting of a bond in a form and issued by a surety acceptable to the City; provided, however, that Licensee shall have the right to contest in good faith said mechanics' liens, and in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom as long as such lien is bonded over and/or released of record as set forth herein.

15. DUTIES, RESPONSIBILITIES, AND EXCULPATION

15.1 Duty to Inspect. Licensee acknowledges and agrees that the City does not warrant the condition or safety of City Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect City Facilities and/or premises surrounding the Facilities, prior to commencing any work on City Facilities or entering the premises surrounding such Facilities.

15.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the Facilities, difficulties and restrictions attending the execution of such work.

15.3 DISCLAIMER. THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE CITY'S FACILITIES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND THE CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. THE CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15.4 Duty of Competent Supervision and Performance. Licensee shall ensure that its employees, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training and experience to protect themselves, their fellow employees, employees of the City and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall

furnish its employees, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.

16. INSURANCE

16.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

16.1.1. Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Michigan law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

16.1.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

16.1.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

16.1.4 Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.

16.1.5 Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and City structures, fencing or support systems that may be placed on, within or around City Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

16.2 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Michigan and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.

16.3 Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish the City with a Certificate of Insurance

("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The City, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by the City. Licensee shall defend, indemnify and hold harmless the City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors and their subcontractors and provide a copy of such Certificates to the City upon request.

- 16.4 Limits.** The limits of liability set out in this Article 18 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Licensee's exposure to risk.
- 16.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with the City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to the City's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 16.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

17. AUTHORIZATION NOT EXCLUSIVE

The City shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use City Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

18. ASSIGNMENT

- 18.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding, Licensee may, upon written notice to the City, assign this

Agreement and/or any or all of its rights and obligations under this Agreement to any Affiliate of Licensee. Licensee shall secure the written approval from the City, which shall not be unreasonably withheld for a transfer or merger to any successor in interest to Licensee in connection with any merger, acquisition, or similar transaction; or any purchaser of all or substantially all of the Licensee's assets used to provide Communications Services to residents and businesses located in the City of Troy, Michigan. An "affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

18.2 Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish the City with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by the City.

18.3 Sub-licensing. Without the City's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to allowing third parties to place Attachments on or within City Facilities. Any such action shall constitute a material breach of this Agreement. Notwithstanding the foregoing, and subject to the reasonable approval of the City, the installation and use of internal space within Licensee's Attachments for third party Wireless providers utilizing Licensee's Communications Services is not subject to this Paragraph 18.3. Furthermore, the use of Licensee's Attachments by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or an expansion of the equipment or overloading is not subject to this Paragraph 18.3.

19. FAILURE TO ENFORCE

Failure of the City or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

20. ISSUE RESOLUTION PROCESS

20.1 Dispute Resolution. Except as otherwise precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then all disputes relating to this Agreement, or the breach

thereof, the parties shall be entitled to pursue all available remedies at law or equity. Each party will bear its own costs for dispute resolution activity.

20.2 Confidential Settlement. Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information to the extent allowed by law.

20.3 Business As Usual. Unless an emergency condition exists, during any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement except as otherwise provided by law. (FOIA example)

21. TERMINATION OF AGREEMENT

21.1 Notwithstanding the City's rights under Article 12, the City shall have the right, pursuant to the procedure set out in Paragraph 21, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any material term or condition of this Agreement, including but not limited to the following circumstances:

21.1.1. Construction, operation or maintenance of Licensee's Attachment(s) in violation of law or in aid of any unlawful act or undertaking; or

21.1.2 Construction, operation or maintenance of Licensee's Attachment(s) after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with the City; or

21.1.3 Construction, operation or maintenance of Licensee's Attachment(s) without the insurance coverage required under Article 16.

21.1.4 The expiration, termination or revocation of Licensee's franchise or any other required regulatory authorization (as required by Article 5); provided, Licensee shall have a reasonable period of time to obtain the reinstatement of any such authorization.

21.1.5 The continuation of any mechanics or other liens on City property, as set forth in Section 14.4.

21.2 The City will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any condition(s) applicable to Paragraph 21.1 above. Licensee shall take immediate corrective action to eliminate any such condition(s) within thirty (30) calendar days, or such longer period mutually agreed to by the parties, and shall confirm in writing to the City that the cited condition(s) has (have) ceased or been corrected, or are in the process of being corrected.

21.3 If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, the City may immediately terminate this Agreement or any Permit(s) granted hereunder. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, the City may seek removal of Licensee's Attachments pursuant to the terms of Article 11, with respect to specific Facilities or from the City's entire system. In such instance, Licensee shall remain liable for and pay all fees and

charges accrued pursuant to the terms of this Agreement to the City until Licensee's Attachments are actually removed.

22. TERM OF AGREEMENT

Subject to Section 21, this Agreement shall be effective for a term beginning on the effective date of this Agreement and ending ten (10) years from the Effective Date. Thereafter, this Agreement will automatically renew for up to two (2) additional five (5) year terms, unless the Licensee notifies the City of its intent to terminate the Agreement at least one hundred twenty (120) days before the termination of the then current term. The additional terms shall be deemed a continuation of this Agreement and not as a new agreement. The Fee shall be paid in accordance with Section 3.1.

22.1 Upon written request of either party, this Agreement shall be renegotiated at any time upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either party, including but not limited to the scope of the Agreement granted to Licensee or the compensation to be received by the City hereunder.

22.2 In the event the parties are actively negotiating in good faith a new Agreement or an amendment to this Agreement upon the termination date of this Agreement, the parties by written mutual agreement may extend the termination date of this Agreement to allow for further negotiations. Such extension period shall be deemed a continuation of this Agreement and not as a new Agreement.

22.3 Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's Attachments as provided for in Article 14.

23. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

24. NOTICES

24.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

To the City:

City of Troy
City Manager
500 W. Big Beaver Rd.
Troy, MI 48084

To Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site #: _____, Cell Site Name;
Fixed Asset No. _____
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to:
City of Troy
City Attorney
500 W. Big Beaver Rd.
Attn: _____
Troy, MI 48084

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Dept., Network Operations
208 S. Akard Street
Dallas, Texas 75202-4206

or to such other address as either party, from time to time, may give the other party in writing.

- 24.2** The above notwithstanding in advance the parties may agree to utilize electronic communications such as email for notifications related to the Permit Application and approval process and necessary transfer or Facility modifications.
- 24.3** Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where the City can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to the City's concerns and requests. Failure to maintain an emergency contact shall eliminate the City's liability to Licensee for any actions that the City deems reasonably necessary given the specific circumstances.

25. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between the City and Licensee for placement and maintenance of Licensee's Attachments on or within City Facilities within the geographical service area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

26. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

27. GOVERNING LAW

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Michigan.

28. INCORPORATION OF RECITALS

The recitals stated above are incorporated into and constitute part of this Agreement.

29. PERFORMANCE BOND

On execution of this Agreement, Licensee shall provide to the City a performance bond or letter of credit in an amount of Ten Thousand Dollars (\$10,000.00). The bond shall be with an entity and in a form acceptable to the City. The purpose of the bond is to ensure Licensee's

performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, fees and charges due to the City which arise by reason of the construction, operation, maintenance or removal of Licensee's Attachments on or about City Facilities.

30. FORCE MAJEURE

30.1 In the event that either the City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and any such party shall endeavor to remove or overcome such inability as soon as reasonably possible.

30.2 The City shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 30.1, provided that Licensee present the City with a written description of such *force majeure* within a reasonable time after occurrence of the event or cause relied on.

31. RELATIONSHIP OF PARTIES;

Nothing in this Agreement shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

32. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

33. SURVIVAL

Any termination of this Agreement shall not release Licensee from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

34. CITY CHARTER PROVISION REGARDING LONG TERM LEASES

The parties acknowledge that Troy's Charter, Section 12.3- Restriction on Powers to Lease Property, could result in the initiation of a citizen initiated referendum process, since this Agreement is for the use of public property and extends beyond three years.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

| | |
|-------------------------------|--|
| City of Troy, Michigan | LICENSEE, New Cingular Wireless PCS, LLC a Delaware Limited Liability Company |
| By: _____ Mayor | By: _____ AT&T Mobility Corporation, Its Manager |
| By: _____ City Clerk | Name: _____ Title: _____ |

Exhibit A

Permitted Attachments

See attached



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 13, 2020

To: Honorable Mayor and Troy City Council

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager
Drew Benson, Assistant to the City Manager

Subject: City of Troy 2020 Strategy Development Process (Presented by Mark F. Miller, City Manager)

Background

In February of 2019, City Management implemented a revised method for strategic planning for the City of Troy. This revised process simplified the City Strategy development process, and decreased the necessary time from multiple days, down to 3-4 hours, and produced more desirable outcomes.

This process involves taking a large list of strategy ideas submitted by City Department Directors and City Council Members, and then through a series of voting processes, the strategy ideas that garner the most consensus are sorted into a final list of approximately 10 that are later considered and approved for adoption by City Council. The consensus-gathering process is as follows:

1. Master list of strategies is compiled (Approximately 60 in 2019).
2. Event begins with introduction and discussion regarding progress of 2019 - 2020 Strategies, potential carryover items, and overarching topics that decision makers should be aware of.
3. Four small groups of approximately seven people break off, discuss, and vote to determine preferred strategies. Each group submits top 7- 10 strategy ideas.
4. Group as a whole discusses the condensed list of preferred options & refines to final list
 - a. Incorporate any carryover strategies from 2019-2020 to 2020-2021.
 - b. Expect many duplicate suggestions between groups - these are given extra emphasis.
 - c. Preferred strategy lists from individual groups are compiled and voted upon by members of the group as a whole.
5. The final goal is to have 8-12 agreed upon, measurable, and implementable strategies for the 2020-2021 fiscal year.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Incorporation of 2019-2020 City Strategies

Each year, there are strategies from previous years that take more than one fiscal year to complete. The strategies are incorporated into the new fiscal year's strategic planning process in order to evaluate the progress of that specific initiative, and any challenges that may have come along, in order to determine if that should stay on the list or not. Below are the strategies from 2019-2020 that will need to be considered or built upon for 2020-2021.

1. Re-evaluate the Trails & Pathways program with a focus on public participation and creative problem-solving to build community support.
2. Gather community input, reassess the most recent Town Center initiative, and develop a plan for the future of the Civic Center property.
3. Determine the customer service needs of City Hall and incorporate the findings of the Facilities Condition Assessment into the maintenance plan of the facilities.
4. Establish a comprehensive Capital Improvement Program and planning process that is reviewed and implemented on an annual basis.
5. Convene the Charter Revision Committee to evaluate charter language and millage limitations, and develop a strategy to fund the Library past 2021.
10. Develop a plan to effectively engage residents and businesses through community conversations.

All of these strategies are in the process of being implemented, and additional discussions will be needed between staff and City Council regarding the current progress, and the next steps for these. In addition to the carryover items from the previous year, there has historically been 5-7 new strategies that are incorporated into the strategy list for the year.

Time & Date of Strategic Planning Meeting

City Council has already approved a date and time for the Strategic Planning session – Monday, February 3rd starting at 6:00 PM in the Council Boardroom. Since Council adopted this date and time, City Council has also scheduled a joint meeting with the Planning Commission for Tuesday, February 4th.

Because of this, City Management believes it would be in the best interest of the City to reschedule the strategic planning meeting from Monday, February 3rd to Thursday, February 13th. In addition, City Management is recommending to move the meeting from 6:00 in the Council Boardroom, to 5:00 PM in room 303 at the Troy Community Center, located at 3179 Livernois. This will allow for a larger space for discussion and collaboration, as well as more time to discuss and develop a strategic plan for the fiscal year.



500 West Big Beaver
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Below is an outline of City Management's proposed process.

- **January 20 - February 7, 2020** - City Staff and City Council members requested to prepare strategy ideas and submit to the City Manager's office.
- **February 10-14, 2020** – City Management compiles all the submitted strategy ideas, combines alike ones, and develops a master list of strategies to be considered for the 2020-2021 fiscal year.
- **Thursday, February 13, 2020** – City Council and City Staff meet to develop list of strategies through the aforementioned process.
- **February 14-19, 2020** – City Management assembles final list, and submits to City Council for consideration at the February 24, 2020 City Council Meeting
- **February 24, 2020** – City Council considers, amends, and/or approves the proposed City Strategies for fiscal year 2020-2021.

This schedule is not set in stone, and if there is a need for additional meetings and/or consideration by City Council, that can be accommodated.

Recommendation

The proposed format above is City Management's recommendation, should Council want to continue with the annual strategy development process. City Council has previously approved a meeting schedule that includes Strategic Planning – scheduled for Monday, February 3, 2020 at 6:00 PM in the City Council Board Room. As stated, City Management's recommendation is to reschedule the time, date, and location of that meeting.

City Management is recommending that City Council approve the attached resolution to reschedule the strategic planning meeting to Thursday, February 13, 2020 at 5:00 PM in room 303 at the Troy Community Center, located at 3179 Livernois Rd, Troy, MI 48083

2019 Strategies

- 1 | Re-evaluate the Trails & Pathways program with a focus on public participation and creative problem-solving to build community support.
- 2 | Gather community input, reassess the most recent Town Center initiative, and develop a plan for the future of the Civic Center property.
- 3 | Determine the customer service needs of City Hall and incorporate the findings of the Facilities Condition Assessment into the maintenance plan of the facilities.
- 4 | Establish a comprehensive Capital Improvement Program and planning process that is reviewed and implemented on an annual basis.
- 5 | Convene the Charter Revision Committee to evaluate charter language and millage limitations, and develop a strategy to fund the Library past 2021.
- 6 | Determine public transportation service needs, and implement a revised plan for the Big Beaver Shuttle and Medi-Go.
- 7 | Update the Parks and Recreation Plan and incorporate the Green Space Subcommittee recommendations to protect and invest in the City's parks.
- 8 | Evaluate the Volunteer Firefighters Incentive Plan to ensure the policy is reasonable and sustainable.
- 9 | Study the feasibility of a Rochester Road Improvement District.
- 10 | Develop a plan to effectively engage residents and businesses through community conversations.



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

Date: January 2, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Jeanette Menig, Human Resources Director
Frank Nastasi, Chief of Police
MaryBeth Murz, Purchasing Manager

Subject: Bid Waiver – Professional Services – Police Department Testing Services

History

The Police Department anticipates the retirement of several police and command officers during the next two budget years and the Department is currently operating with four less officers than are budgeted. The Police Department's entry-level police officer eligibility list has been exhausted and there is not a current list established for the Police Sergeant position

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 and an assessment center exam process. Entry-level police officer candidates take a written exam administered through Empco, Inc. followed by an oral board that is facilitated by Empco.

Purchasing

Since 1990 Empco, Inc. has provided promotional testing services for the Police Department. The Department has been part of Empco's Metro Police Testing Consortium since 1996. Empco has provided excellent service and the Department is very 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. They have proven to be fair and impartial. Empco purchased the Michigan Municipal League's (MML) police testing service. The MML now refers those desiring testing to Empco. 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. The Assessment Center cost is an estimate of candidates passing the written exam and still seeking consideration. The entry-level police officer testing cost is based on pricing for the oral board portion; the written exam fee is the responsibility of the candidate. See below for Empco, Inc. pricing as detailed in the attached proposal for this testing.



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CITY COUNCIL AGENDA ITEM

\$79,500 is currently available in the Police Department General Fund budget for these services. If the budget is exceeded due to the number of candidates taking the examination; funding is still available in the Police Department budget.

Mileage and travel expenses would also be billed as they occur, at \$0.55 per mile.

Police Sergeant

| <u>(Based on 10 candidates)</u> | <u>Cost</u> |
|--|--------------------|
| Custom Police Sergeant Written Exam Development Fee | \$2,600.00 |
| Per Candidate Fee (\$26 X 10) | \$260.00 |
| Proctoring of Exam | \$350.00 |
| Assessment Center Development Fee | \$5,000.00 |
| Administration Fee (per day, up to 5 candidates per day) \$2,200 | \$4,400.00 |
| Per Candidate Fee (\$300 x10) | \$3,000.00 |
| <u>Estimated Total based on up to 10 candidates</u> | <u>\$15,610.00</u> |
| Entry-level Police Officer Oral Board | |
| <u>(Based on 100 candidates)</u> | <u>Cost</u> |
| Per Candidate Fee @ \$39.00 (x100) | \$3,900.00 |
| (1 Internal Assessor, 1 Empco Assessor per Panel) | |
| <u>Total</u> | <u>\$19,510.00</u> |

Recommendation

It is recommended that City Council in the best interest of the City waive the bid process and approve the contract for Professional Services (*Police Department Promotional Testing*) from *Empco, Inc. of Troy, MI* for an estimated **\$19,510.00**

AGREEMENT FOR EMPLOYMENT TESTING SERVICES FOR TROY POLICE OFFICERS

This Agreement for Employment Testing Services is entered into this _____ day of 2020, 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 officer positions for the City; and

WHEREAS, the City is desirous of having Empco provide the above referenced services, in connection with the bid 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.

Written Examination for Police Officers

2. Empco shall provide a fair and transparent written examination process for all candidates for police officer with the City (herein "written examination"). The exam will be administered through the Law Enforcement Testing System. The test that is administered shall be a national validated exam that has also been validated for agencies in the state of Michigan, including the Troy Police Department. The final results of this written examination will be used in the creation of the eligibility list for the police officer position.
3. The written examination shall be administered by Empco, and each individual taking the examination shall be responsible for any fees charged by Empco for the administration.

4. Empco shall administer the written examination, proctor the examination via computer through test sites to all candidates who sign up and pay for the exam prior to the deadline established by the City. All candidates must follow the policies established by Empco for the testing.
5. Empco shall provide the City with a list of candidates from the Law Enforcement Testing System. This list of candidates will include all candidates who meet the minimum qualifications of the City, have indicated that they wish to work for the City, and who have a passing score on the written exam. The City will review the list and give final approval for those candidates to move on to the next phase of the process.
6. Empco will send all candidates who meet the above conditions an email inviting them to participate in the next phase of the hiring process.

Oral Boards for Police Officer

7. Empco shall also conduct oral boards for the position of Troy Police Officer, as requested by Troy. The oral board will consist of one Empco assessor, and one Troy PD supervisor.
8. 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 positions to be filled.
9. Empco shall determine the specific job elements that are critical to the position of police officer, and shall prepare a job analysis.
10. Empco shall work with the designated City representative to schedule the date and the time and the facilities for conducting the oral boards. The oral boards shall be administered in an appropriate City facility, and at the City's expense.
11. Candidates who have qualified to move forward in the process will be invited to sign up for an oral board in order to move on in the next phase of the hiring process for the City.

12. Candidates participating in the oral board will be asked a series of questions constructed by Empco and will be rated on their responses to these questions.
13. Each member of the interview panel shall individually observe and rate each candidate for the police officer position.
14. Empco shall tally the oral board score for each candidate for each position, and shall provide a written copy of the final scores to the City within four business days after the last day of oral boards is completed. Empco shall notify candidates of their oral board score by posting it online for the candidates to view in their online profile within this same timeline.
15. For each assessment center, the City shall pay Empco the sum of \$39 per candidate evaluated in the oral boards.
16. The City will also reimburse mileage for the Empco facilitator and up to three members of the Empco assessment team, at the IRS approved rate.

General Contract Provisions

17. The parties each represent that they have the authority to enter into this contract.
18. Empco shall send all test results to: Jeanette Menig, Human Resources Director, as representative of the City.
19. 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.
20. 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.

21. 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.
22. 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 there last known address. Upon receipt of a notice of termination, Empco shall cease performance of any of the terms and conditions under this Agreement.
23. 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.
24. 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.
25. 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 _____, 2020.

City of Troy

Empco

By: _____

By: _____

Its: _____

Its: _____

**AGREEMENT FOR EMPLOYMENT TESTING SERVICES FOR TROY POLICE
SERGEANT**

This Agreement for Employment Testing Services is entered into this _____ day of 2020, 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 positions for the City; and

WHEREAS, the City is desirous of having Empco provide the above referenced services, in connection with the bid 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.

Written Examination for Police Sergeant

2. 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.
3. 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.

4. 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. Absent any objections or additions from City, all written examination questions shall be taken directly from the texts that are included in the bibliography.
5. Empco shall determine the specific job elements that are critical to the position of Police Sergeant with the City, and shall prepare a job analysis.
6. Empco shall develop the written examination after determining appropriate categories for testing and assigning approximate percentages for each category that will be tested.
7. 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.
8. Empco shall prepare the written examination, which shall consist of 100 multiple choice questions that are 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.
9. As soon as possible, but at least ten business days prior to the scheduled written examination, the City shall tell Empco how many candidates will be taking the written examination.
10. Empco shall administer the written examination, proctor the examination, and provide all required materials and answer sheets.
11. Empco shall score the written examination, and shall inform the City of the written scores.
12. No later than two weeks after the individual notification of the tests results, Empco shall set one review session, which shall be one hour in length, where all candidates shall have the opportunity to review their individual answer sheets, as well as a copy of the test questions and the answer key. The City shall notify all candidates of the date, time, and place of the review session prior to the test and also when the individual test scores are distributed.

13. During this review session, candidates will also have the opportunity to file a challenge to any of the test questions or answers. This opportunity to challenge is limited to the scheduled review session only. Any such challenge shall be in writing prepared at the review session, and shall set forth the rationale supporting the candidate's challenge. Empco will review any such challenge that is timely filed at the review session, and if Empco is persuaded that there is some validity to the challenge, then the scores of all written tests shall be adjusted accordingly by giving all candidates credit for a correct answer on the challenged question.
14. Within two business days of the review session, Empco shall forward the final scores of the written examination to the City. The final scores shall include any adjustments that are made as a result of the challenge process.
15. The City shall pay Empco the sum of \$2,600.00 for the creation of the written examination, and a proctoring fee of \$350.00 for the day that the examination is offered, plus a fee of \$26.00 per candidate that takes the written examination.
16. Empco will retain the written examination and answer sheets for a period of 15 days after the review session. The written examination and answer sheets remain the property of Empco.

Assessment Center for Police Sergeant

17. Empco shall also conduct an assessment center for the position of Troy Police Sergeant.
18. 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 positions to be filled.
19. Empco shall determine the specific job elements that are critical to the position of Police Sergeant, and shall prepare a job analysis.
20. Empco shall develop at least three job related exercises to assess each candidate for each of the individual positions. These assessment exercises shall be consistent with the "Guidelines and Ethical

Considerations for Assessment Center Operations” issued in 2009 by the International Taskforce on Assessment Center Guidelines.

21. Empco shall work with the designated City representative to schedule the date and the 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 two rooms, a tabletop podium, and a working lunch for the assessment team and the facilitator.
22. Empco shall prepare a notice of the date, time, and location of 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.
23. The City shall notify Empco of the number of candidates for each position as soon as possible. At the conclusion of the pre-assessment orientation meeting, Empco shall be provided with the final list of all candidates.
24. 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.
25. Empco shall provide a facilitator for the assessment center. In addition, Empco shall provide the assessment team, which shall consist of three police executives that 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.
26. Each member of the assessment team shall individually observe and rate each candidate for the sergeant position.
27. 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.

28. 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 four business days after the assessment center.
29. 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.
30. For each assessment center, the City shall pay Empco the sum of \$5,000.00 as the base fee for the creation of the assessment center. In addition, the City will pay an additional \$2200 for each day of the assessment center, with a maximum of five candidates on each day. Additionally, the City shall pay \$300 for each candidate evaluated.
31. 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

32. The parties each represent that they have the authority to enter into this contract.
33. Empco shall send all test result to: Jeanette Menig, Human Resources Director, as representative of the City.
34. 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.
35. 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.

36. 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.
37. 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 there last known address. Upon receipt of a notice of termination, Empco shall cease performance of any of the terms and conditions under this Agreement.
38. 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.
39. 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.
40. 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 _____, 2020.

City of Troy

Empco

By: _____

By: _____

Its: _____

Its: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
Jeanette Menig, Human Resources Director
MaryBeth Murz, Purchasing Manager

Subject: Budget Amendment – Classification and Compensation Study (Human Resources)

History

- May 21, 2018 City Council awarded a contract to the firm with the highest overall ranking as a result of a best value process to *GovHR USA, LLC of Northbrook, IL* in the not to exceed amount of \$31,500.00 in order to conduct a Classification and Compensation Study (Resolution #2018-05-087).
- As per the Scope of Work it was anticipated that the study would be completed in FY 2018/19.
- Although GovHR worked diligently on the study, progress was delayed due to slow responses from outside sources, significant staffing changes in the Human Resources Department and competing departmental priorities.
- The project is now nearing completion and it is anticipated the study will be finalized by February of 2020.

Purchasing

- *GovHR USA, LLC* is in the process of finalizing the Classification and Compensation Study as per the Scope of Work and terms and conditions of the contract.
- There were no changes to the Scope of Work or the Agreement; with the exception of the project timeline.

Financial

Funds for the project in the amount of \$31,500 were budgeted in the 2018/2019 fiscal year. The study was not completed by June 30, 2019 and funds were not re-appropriated in the 2019/2020 fiscal year. In order to complete the project, a budget amendment will be required for the remaining balance amount of \$20,100 for the General Fund under the Human Resources Department for the 2019/2020 fiscal year. Expenditures will be charged to account number 101.270.7801.100.

Recommendation

City management recommends in order to complete the project, a budget amendment be approved for the remaining balance amount of \$20,100 for the General Fund under the Human Resources Department for the 2019/2020 fiscal year.

Mr. Doug Tietz 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 December 16, 2019, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Ann Erickson Gault
Mayor Pro Tem David Hamilton
Ellen Hodorek
Ed Pennington

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Go Team Therapy, Crisis and Airport Dogs – Detroit Special Presentation of Awards
(Presented by: Fire Chief David Robert)

C-2 On Behalf of the City of Troy’s Employees’ Casual for a Cause Program for the Months of July and August, Community Affairs Director Cindy Stewart Will Present a Check in the Amount of \$600 to Troy Community Coalition Executive Director Nancy Morrison

Resolution to Waive Rule #8, Proclamations and Congratulatory Certificates, of the Rules of Procedure for the City Council

Resolution #2019-12-155
Moved by Baker
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **WAIVES** Rule #8, Proclamations and Congratulatory Certificates, of the Rules of Procedure for the City Council to allow the Presentation of Proclamation to Recognize the Jacob J. Love Foundation 10th Anniversary of Giving to the Community.

Yes: All-7
No: None

MOTION CARRIED

C-3 Proclamation to Recognize the Jacob J. Love Foundation 10th Anniversary of Giving to the Community *(Presented by: Mayor Ethan Baker)*

C-4 Troy Family Daze Recap (*Presented by: Doug Tietz, Troy Community Foundation Chairman*)

C-5 Legislative Update (*Presented by: Representative Padma Kuppa*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

| | |
|-------------|---|
| Aaron Green | Commented on Item C-4, regarding an attraction at Troy Family Daze that involves caged wild animals and asked for that attraction to not be allowed at future festivals |
|-------------|---|

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

| | |
|-------------|---|
| Mayor Baker | Thanked Mr. Green for his comments; he said Council may wish to speak with Mr. Tietz regarding the issue; there was a consensus of City Council to ask City Administration to investigate options in either the agreement or an ordinance |
|-------------|---|

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Global Troy Advisory Committee; b) City Council Appointments – Employees Retirement System Board of Trustees/Retiree Health Care Benefits Plan and Trust, Historic District Commission, Southeastern Michigan Council of Governments (SEMCOG)

a) Mayoral Appointments:

Resolution #2019-12-156

Moved by Baker

Seconded by Hodorek

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

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

**Term Expires: City
Council Term**

Mayor Ethan Baker

Term currently held by: Vacancy (Dane Slater term expired)

Term Expires: 10/30/2021

Suneel Sekhri

Term currently held by: Vacancy- S. Bagri (No Reappointment)

Term Expires: 10/30/2022

Emily Nacy

Term currently held by: Richard Coon

Term Expires: 10/30/2022

Carolina Noguez-Ortiz

Term currently held by: Rouba Samman

Yes: All-7
No: None

MOTION CARRIED**b) City Council Appointments:**

Resolution #2019-12-157
Moved by Hamilton
Seconded by Abraham

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

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

Appointed by Council
7 Regular Members and 2 Ordinance Member
3 Year Term

Term Expires: 12/31/2022

Mark Owczarzak

Term currently held by: Mark Owczarzak

Yes: All-7
No: None

MOTION CARRIED

Resolution #2019-12-158

Moved by Hamilton

Seconded by Brooks

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

Historic District Commission

Appointed by Council

7 Regular Members

3 Year Term

Term Expires: 3/1/2021

Hirak Chanda

Term currently held by: Vacancy - Paula Talarico's expired term
- No Reappointment

Yes: All-7

No: None

MOTION CARRIED

Resolution #2019-12-159

Moved by Hamilton

Seconded by Erickson Gault

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

Southeastern Michigan Council of Governments (SEMCOG)

Appointed by Council

1 Regular Member and 1 Alternate Members

Appointed Every Odd-Year Election

Term Expires: 11/8/2021

Glenn Lapin

(Alternate)

Yes: All-7

No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Planning Commission; b) City Council Nominations – Building Code Board of Appeals

a) Mayoral Nominations:

Resolution #2019-12-160
 Moved by Baker
 Seconded by Pennington

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:

Planning Commission

Appointed by Mayor
 9 Regular Members
 3 Year Term

Nominations to the Planning Commission:

Term Expires: 12/31/2022

Marianna Perakis

Term currently held by: Barbara Fowler

Term Expires: 12/31/2022

Thomas Krent

Term currently held by: Thomas Krent

Term Expires: 12/31/2022

Sadek Rahman

Term currently held by: Sadek Rahman

Yes: All-7
 No: None

MOTION CARRIED

b) City Council Nominations:

Resolution #2019-12-161
 Moved by Hamilton
 Seconded by Abraham

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:

Building Code Board of Appeals

Appointed by Council

5 Regular Members: Three (3) Residents with background, training or experience in construction or similar trades; at least one shall be a professional structural or civil engineer of architectural engineering experience; Two (2) by Ordinance - City Manager and Oakland County Health Department Representative

5 Year Term

Nominations to the Building Code Board of Appeals:**Term Expires: 1/1/2025****Matthew Dziurman**

Term currently held by: Andrew Schuster-No Reappointment

Yes: All-7
No: None

MOTION CARRIED

I-3 Request for Closed Session

Resolution #2019-12-162
Moved by Pennington
Seconded by Hodorek

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (e) (Joshua Adams v. Troy et. al), and MCL 15.268 (h) (MCL 15.243 (g) (u) and (y)).

Yes: All-7
No: None

MOTION CARRIED

I-4 2020 City Council Meeting Schedule (Introduced by: Robert J. Bruner, Assistant City Manager)

Resolution #2019-12-163
Moved by Pennington
Seconded by Hamilton

RESOLVED, That Troy City Council **SHALL HOLD** a joint Special Meeting with the Planning Commission at 7:00 PM on Tuesday, February 4, 2020 at the Troy Community Center.

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

Yes: All-7
No: None

MOTION CARRIED

I-5 Amended and Restated Inter-Local Service Agreement Between Troy and Clawson for Dispatch and Lock Up Services (Introduced by: Lori Grigg Bluhm, City Attorney)

Resolution #2019-12-164

Moved by Abraham
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **APPROVES** the Amended and Restated Inter-local Service Agreement for the City of Troy to provide dispatch and lock up services to the City of Clawson.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to execute the agreement on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

I-6 Ryan Wolf v City of Troy (Introduced by: Lori Grigg Bluhm, City Attorney)

Resolution #2019-12-165
Moved by Erickson Gault
Seconded by Hamilton

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Release and Settlement Agreement in the Ryan Wolf v. City of Troy lawsuit; a copy of the agreement shall be **ATTACHED** to the original Minutes of this meeting; and **AUTHORIZES** City Administration to complete all steps necessary to fulfill the City's obligations under the agreement should it be properly executed by all parties.

Yes: Erickson Gault, Hamilton, Hodorek, Pennington, Brooks
No: Baker, Abraham

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2019-12-166-J-1a
Moved by Abraham
Seconded by Hamilton

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

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 #2019-12-166-J-2

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

- a) City Council Minutes-Draft – December 2, 2019

J-3 Proposed City of Troy Proclamations:

Resolution #2019-12-166-J-3

- a) Proclamation in Recognition of Paula and Wade Fleming for Many Years of Service to the City of Troy

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Trails and Pathway – Firefighters and Sylvan Glen Lake Park**

Resolution #2019-12-166-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township, MI*, which is one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), for the design of a trail and pathway at Sylvan Glen Lake Park and Firefighters Park for a total estimated cost of \$80,749.

- b) **Standard Purchasing Resolution 3: Exercise Renewal Option – Emergency Medical and First Responder Services Agreement**

Resolution #2019-12-166-J-4b

WHEREAS, On March 6, 2017, Troy City Council awarded a three (3) year contract to provide three year requirements of Emergency Medical and First Responder Services for the City of Troy to *Alliance Mobile Health of Troy, MI* with the option to renew for three (3) additional years; contract expiring on December 31, 2019, (Resolution #2017-03-034); and,

WHEREAS The City of Troy determined that *Alliance Mobile Health* successfully provides Emergency Medical and First Responder Services to the City as per all terms and conditions of the existing Agreement and Amendment; and,

WHEREAS, *Alliance Mobile Health* offered to renew their contract renewal for three (3) years under the same terms and conditions as the Agreement and the Amendment;

THEREFORE BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in the City's best interest to **APPROVE** the renewal with *Alliance Mobile Health of Troy, MI*, for Emergency Medical and First Responder Services under the same terms and conditions of RFP-COT 16-33, the Agreement dated March 6, 2017, and the Amendment dated February 25, 2019, for the next three years, which provides additional stability to both parties.

BE IT FINALLY RESOLVED That Troy City Council hereby **AUTHORIZES** City Administration to execute the renewal documents for the next two annual renewals after confirming that the contract terms are satisfied; with the contract to expire December 31, 2022.

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

c) Standard Purchasing Resolution 4: Cooperative Contract Award – MITN – Automotive Parts

Resolution #2019-12-166-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** a three (3) year contract with an option to renew for two (2) additional years to provide Auto Parts to *Autowares Group of Companies, dba Maxi Auto Supply of Shelby Township., MI*; as per the MITN Cooperative Purchasing RFP-RH-19-039 unit pricing to be ordered on as needed basis; contract to expire July, 31, 2022.

J-5 Application for New Quota Class C Liquor License for Uncle Julio's Mexican From Scratch Restaurant

(a) New Quota Class C On-Premise Liquor License

Resolution #2019-12-166-J-5a

RESOLVED, That Troy City Council hereby **GRANTS** local approval, "above all others", of the liquor license request as indicated below:

| | |
|------------------------------------|---|
| Liquor License Applicant : | Uncle Julio's of Florida, Inc. |
| Type of License Requested : | New quota Class C on-premise liquor license under MCL 436.1501 |
| Located at : | 1985 W. Big Beaver Road, Troy, MI 48084 |
| MLCC Request # : | |

BE IT FURTHER RESOLVED, That the City Clerk shall **SEND** a certified copy of this Resolution granting local approval to the Michigan Liquor Control Commission.

and

(b) Agreement

Resolution #2019-12-166-J-5b

WHEREAS, The Troy City Council deems it necessary to enter into agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with the liquor license applicant named in the approved resolution above, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreement document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Application for MicroBrewer License and On-Premises Tasting Room Permit for Loaded Dice Brewery

(a) New MicroBrewer License and On-Premises Tasting Room Permit

Resolution #2019-12-166-J-6a

RESOLVED, That Troy City Council hereby **GRANTS** local approval of the liquor license request as indicated below:

| | |
|------------------------------------|---|
| Liquor License Applicant : | Loaded Dice Brewery, LLC |
| Type of License Requested : | New MicroBrewer License and On-Premises Tasting Room Permit under MCL 436.1536 |
| Located at : | 1725 Rochester Road, Troy, MI 48083 |
| MLCC Request # : | |

BE IT FURTHER RESOLVED, That the City Clerk shall **SEND** a certified copy of this Resolution granting local approval to the Michigan Liquor Control Commission.

and

(b) Agreement

Resolution #2019-12-166-J-6b

WHEREAS, The Troy City Council deems it necessary to enter into agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with the liquor license applicant named in the approved resolution above, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreement document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Private Agreement – Contract for Installation of Municipal Improvements – Uncle Julio’s Restaurant Building Addition – Project No. 19.922.3

Resolution #2019-12-166-J-7

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Encore Development, for the installation of Sanitary Sewer, Storm Sewer, Underground Storm Water Detention, and Concrete 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.

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:

| | |
|------------|---------------------------------------|
| Tony Kapas | Commented on the coyote issue in Troy |
|------------|---------------------------------------|

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

| | |
|-------------------------------|--|
| Mayor Baker | Responded that he and Mr. Miller have attended conferences where other municipalities have expressed concerns about the same issue. He said that he recognizes the problem, and he would like to investigate solutions. There was consensus of City Council to ask City Management to investigate options. |
| Council Member Hodorek | Commented that residents can call the Police Department if they think that an animal is dangerous, whether that’s a coyote or any other animal. |
| Council Member Pennington | Commented that the Police Department will refer the caller to Oakland County Animal Control |
| Council Member Erickson Gault | Commented that she is a dog owner, and would like to see if there is anything the City can do to help with this problem since it is becoming more prevalent |
| Council Member Abraham | Commented that Troy is not alone in having problems with coyotes; she said that she would like to see an inter-regional solution with surrounding counties |

N. COUNCIL REFERRALS:

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

N-1 Council Referral From Mayor Pro Tem Hamilton – Discussion of Ideas for Voter Engagement and Outreach

I would like to open up a discussion on efforts we could make to expand voting in Troy. I'd like to discuss with Councilmembers and staff different possible options we could pursue to expand the permanent absentee voter list, get more people registered to vote (especially those turning 18, perhaps in schools if allowed), and to encourage more voters to vote.

I've seen other municipalities do similar efforts, whether it's allowing people to sign up for absentee via text, voter registration efforts at schools, or more outreach efforts to inform residents about upcoming elections.

I want to see if there is Council consensus to empower Clerk Dickson and her staff to come up with different options and costs. I'm sure she knows or could investigate which efforts would be most beneficial. It could be added potentially as something in next year's budget.

O. COUNCIL COMMENTS:**O-1 Council Comments**

Council Member Abraham wished everyone a happy and healthy holiday season. She encouraged everyone to be responsible, safe, and she looks forward to 2020.

Council Member Pennington wished everyone a wonderful holiday season.

Mayor Baker commented that the Troy Community Coalition Holiday Pledge is available by contacting the Troy Community Coalition. He wished everyone a Merry Christmas, Happy New Year and happy holidays. He commented on the holiday decoration contest, and said that the list of addresses will be made available.

Council Member Brooks commented that Uber and Lyft will provide free services on New Year's Eve. She wished everyone a wonderful and safe holiday season.

P. REPORTS:**P-1 Minutes – Boards and Committees:**

- a) Building Code Board of Appeals-Final – September 4, 2019
 - b) Zoning Board of Appeals-Final – October 15, 2019
 - c) Liquor Advisory Committee-Draft – November 11, 2019
 - d) Planning Commission-Draft – November 26, 2019
 - e) Planning Commission-Final – November 26, 2019
- Noted and Filed

P-2 Department Reports:

- a) City Manager Status Report
 - b) Troy Historical Society 2019 Annual Report and Financial Audit
 - c) Ratio of Taxable Value Between Residential and Commercial/Industrial Properties
- Noted and Filed

P-3 Letters of Appreciation:

- a) To Chief Roberts from David Collins
 - b) To Chief Nastasi from Susanne Forbes Dicker
- Noted and Filed

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

The Meeting **RECESSED** at 8:43 PM.

The Meeting **RECONVENED** at 8:55 PM.

Q. CLOSED SESSION

Q-1 Closed Session

R. ADJOURNMENT:

The Meeting **ADJOURNED** at 10:21 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC
City Clerk

2019 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**2019 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

December 16, 2019.....Regular Meeting

2020 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

January 6, 2020.....Special Meeting - Orientation
 January 13, 2020.....Special Meeting - Orientation
 January 27, 2020.....Special Meeting - Orientation
 February 3, 2020.....Special Meeting – Strategic Planning
 March 2, 2020Special Meeting – Personnel Evaluations
 March 23, 2020Special Meeting – Personnel Evaluations
 April 20, 2020Special Meeting - Budget
 April 22, 2020Special Meeting - Budget

2020 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

January 13, 2020.....Regular Meeting
 January 27, 2020.....Regular Meeting
 February 10, 2020.....Regular Meeting
 February 24, 2020.....Regular Meeting
 March 16, 2020Regular Meeting
 March 30, 2020Regular Meeting
 April 13, 2020Regular Meeting
 April 27, 2020Regular Meeting
 May 11, 2020Regular Meeting
 May 18, 2020Regular Meeting
 June 1, 2020Regular Meeting
 June 22, 2020Regular Meeting
 July 13, 2020Regular Meeting
 July 27, 2020Regular Meeting
 August 10, 2020Regular Meeting
 August 24, 2020Regular Meeting
 September 14, 2020.....Regular Meeting
 September 21, 2020.....Regular Meeting
 October 12, 2020.....Regular Meeting
 October 26, 2020.....Regular Meeting
 November 9, 2020.....Regular Meeting
 November 23, 2020.....Regular Meeting
 December 7, 2020.....Regular Meeting
 December 14, 2020.....Regular Meeting

A. CALL TO ORDER:

A Special Meeting of the Troy City Council was held on Monday, January 6, 2020, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 6:00 PM.

B. ROLL CALL:

Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Ann Erickson Gault
Mayor Pro Tem David Hamilton
Ellen Hodorek
Ed Pennington - Absent

Excuse Absent Council Members:

Resolution #2020-01-001
Moved by Baker
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Pennington at the Special City Council Meeting of January 6, 2020, due to being out of the county.

Yes: Baker, Abraham, Brooks, Erickson Gault, Hamilton, Hodorek
No: None
Absent: Pennington

MOTION CARRIED**C. PUBLIC COMMENT:****D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:**

D-1 City Council Orientation

E. OTHER BUSINESS:

F. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:06 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC
City Clerk

**PROCLAMATION TO RECOGNIZE
CELEBRATION OF “YOGA FOR HEALTH, HEALTH FOR HUMANITY
SURYA NAMASKAR YAJNA 2020”
JANUARY 18 - February 2, 2020**

WHEREAS, Yoga is the ancient practice of keeping the mind, body, and spirit in good health; and

WHEREAS, **Hindu Swayamsevak Sangh (HSS)** is a non-profit social and cultural organization that aims to preserve and pass on ancient Hindu heritage and cultural values of universal brotherhood and selfless service to the next generation and to raise awareness of Hindu culture worldwide; and

WHEREAS, The ***Surya Namaskar*** also known as **Sun Salutation**, integrates simple yoga postures that, along with breathing techniques, provide the practitioner with the key health benefits of yoga practice; and

WHEREAS, **HSS** is organizing the annual “**Yoga for Health, Health for Humanity**” or “**Surya Namaskar Yajna - 2020**” with a goal to create awareness about Yoga and its advantages in achieving a healthy body, mind and spirit and thereby promote friendship, mutual understanding and good health among all members of the community; and

WHEREAS, **HSS** initiated this project in 2006 and participants from over 42 states in the United States of America have participated in this event regardless of individual faith and belief; and

WHEREAS, The **Bharatiya Temple** in the City of Troy has participated in this event for the past 13 years. Yoga enthusiasts, yoga studios, local schools, and community organizations from across the United States are committed to participating in this event; and

WHEREAS, Anyone, regardless of age, religion, gender, or race, is invited to include **Surya Namaskar** as part of their daily physical and spiritual practice to contribute to achieving this goal;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council recognizes **January 18 – February 2, 2020**, as “**Yoga for Health, Health for Humanity - Surya Namaskar Yajna 2020**” in the City of Troy; and

BE IT FURTHER RESOLVED, That the City of Troy thanks **Hindu Swayamsevak Sangh** for their outstanding job helping to preserve and promote the ancient heritage and cultural values around the world.

Presented this 27th day of January, 2020



500 West Big Beaver
Troy, MI 48084
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J-04a

CITY COUNCIL AGENDA ITEM

Date: January 6, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
Kurt Bovensiepe, Public Works Director
Brian D Varney, Fleet Operations Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Award – State of Michigan MIDEAL and MITN Cooperative Purchasing Agreements – Fleet Vehicles – DPW and Fire Departments

History

- The thirteen (13) vehicles being purchased are replacement vehicles for the Department of Public Works fleet and Fire Department staff.
- Thirteen (13) obsolete vehicles will be removed from service and sold at auction with estimated proceeds of \$52,000.00.
- This purchase replaces thirteen (13) existing vehicles and will not increase the size of the existing Department of Public Works motor pool or Fire Department fleets.
- Vehicles will be used by Department of Public Works and Fire Department.

Purchasing

- *Berger Chevrolet of Grand Rapids, MI. and Gorno Ford of Woodhaven, MI.* are the low total bidders in the State of Michigan MIDEAL Cooperative Bid. MIDEAL Contract ID numbers 071-B7700177 and 071-B7700181.
- The contract pricing is valid thru 2020 model year Chevrolet and Ford vehicles.
- The Cities of Auburn Hills, Farmington Hills, Madison Heights, Midland, St. Clair Shores, Troy, and Warren; members of the Michigan Inter-governmental Trade Network (MITN) cooperatively developed and issued a Request for Proposal (RFP) for the purchase of Single/Tandem Axle Dump Truck(s), parts, and related services.
- Request for Proposals were solicited utilizing the Michigan Inter-governmental Trade Network (MITN) website.
- Five (5) proposal responses were received as listed below:

*International Truck Company
Wolverine Freightliner
Knapheide Truck Equipment Bell
Equipment Company
Truck & Trailer Specialties, Inc.*

- The proposal review process consisted of three stages; proposal review, interviews, and site visits.



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CITY COUNCIL AGENDA ITEM

- Proposals were evaluated by the City of Rochester Hills Fleet personnel and purchasing staff, as well as all the representatives from the participating cooperative MITN members which were the cities of Auburn Hills, Farmington Hills, Madison Heights, Midland, St. Clair Shores, Troy and Warren.
- The City of Troy was instrumental in developing the Request for Proposal specifications and was also an integral part of the evaluation team with the above listed cities.
- Trailer Specialties, Inc. of Howell, MI* was selected and unanimously supported by the entities as providing the best value, quality product, timely delivery, exceptional services, an ongoing training program, and also offering the most comprehensive options to meet all of the entities needs.
- On February 10, 2014 City Council authorized departments to utilize sites such as *GovDeals.com* to dispose of City owned surplus items (Resolution# 2014-02-017-J-4a). Therefore note that the City will utilize and market the thirteen (13) obsolete vehicles on *GovDeals.com* site for optimal trade-in value.

Financial

Funds are available in the Public Works Fleet Division Capital Account. Project #'s are detailed below:

| Qty. | | Vendor | Unit Cost | Total Cost | Project# | Budget |
|------|----------------------|-----------------------------|-------------|--------------------|-----------|---------------------|
| 1 | Ford Explorer | Gorno Ford | \$33,795.00 | \$33,795.00 | 2020C0083 | \$35,000.00 |
| 1 | Truck Chassis w/plow | Berger Chevrolet | \$34,668.00 | \$34,668.00 | 2020C0084 | |
| 1 | Dump Body | Truck & Trailer Specialties | \$19,865.00 | \$19,865.00 | 2020C0084 | |
| | Project Total | | | \$54,533.00 | | \$58,000.00 |
| 1 | Truck Chassis w/plow | Berger Chevrolet | \$34,668.00 | \$34,668.00 | 2020C0085 | |
| 1 | Dump Body | Truck & Trailer Specialties | \$19,865.00 | \$19,865.00 | 2020C0085 | |
| | Project Total | | | \$54,533.00 | | \$55,000.00 |
| 2 | Standard Cab Pickup | Berger Chevrolet | \$21,164.00 | \$42,328.00 | 2020C0089 | \$48,000.00 |
| 1 | Cargo Van | Gorno Ford | \$35,774.00 | \$35,774.00 | 2020C0090 | |
| 1 | Cargo Van | Berger Chevrolet | \$27,187.00 | \$27,187.00 | 2020C0090 | |
| 1 | Double Cab Pickup | Berger Chevrolet | \$25,030.00 | \$25,030.00 | 2020C0090 | |
| | Project Total | | | \$87,991.00 | | \$102,000.00 |
| 3 | Standard Cab Pickup | Berger Chevrolet | \$21,164.00 | \$63,492.00 | 2020C0091 | \$90,000.00 |
| 2 | Pickup w/Plow | Berger Chevrolet | \$33,449.00 | \$66,898.00 | 2020C0092 | \$70,000.00 |

Recommendation

City management requests authorization to purchase eleven (11) Chevrolet vehicles from *Berger Chevrolet of Grand Rapids, MI.* as per the State of Michigan MIDEAL Cooperative Bid for an estimated total cost of \$294,271.00 and two (2) Ford vehicles from *Gorno Ford of Woodhaven, MI* as per the State of Michigan MIDEAL Cooperative Bid for an estimated total cost of \$69,569.00. City management further requests authorization to purchase two (2) single dump bodies from *Truck and Trailer Specialties Inc. of Howell, MI.* for an estimated price of \$39,730.00, which is an estimated grand total cost of \$403,570.00 for all thirteen (13) vehicles as per the MIDEAL and MITN cooperative purchasing group RFP pricing as detailed above.

Bid Award 19-20 Award Standard Purchasing Resolution 4 State of Michigan_MIDEAL_DPW Vehicles Memo



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CITY COUNCIL AGENDA ITEM





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J-04b

CITY COUNCIL AGENDA ITEM

Date: January 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Elaine S. Bo, Recreation Director
Kurt Bovensiepe, Public Works Director
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Tee Shirts for Various City Departments

History

- The Recreation Department purchases tee shirts for staff and recreational programs throughout the year on an as needed basis.
- Tee shirts are used by the Recreation Division, Aquatic Center and Community Center.
- Tee shirts for staff provide uniformed attire and make staff easily identifiable to public.
- Tee shirts are furnished for athletic leagues, day camps, special events and league awards.
- Other departments such as Library and Public Works also purchase tee shirts for staff to maintain a uniformed appearance for their employees.
- The requirements for these departments have been added to the tee shirt bid so that quantities can be combined leveraging savings to all City Departments.
- The current contract expired November 30, 2019.

Purchasing

- On November 7, 2019, a bid opening was conducted as required by the City Charter/Code for the purchase of tee shirts for various departments within the City.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 62 vendors were notified via the MITN website. Six (6) bids were received. Below is a detailed summary of the vendor responses.

| | |
|---|----|
| Companies notified via MITN | 62 |
| Troy Companies notified via MITN | 0 |
| Troy Companies notified Active email Notification | 0 |
| Troy Companies notified Active Free | 0 |
| Companies that viewed the bid | 41 |
| 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.



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CITY COUNCIL AGENDA ITEM

Purchasing Continued

- *Ad- Wear Specialty of Texas, Inc. of Houston, TX* is the low bidder meeting all bid specifications.
- Note that, *Ad-Wear Specialty of Texas Inc., of Houston, TX* has been the tee shirt provider for the past 3 years and has successfully fulfilled their duties as the provider.

Financial

- Funding for the purchase of tee shirts is available in the operating accounts of the Library, Public Works and Recreation Departments respectively.
- The cost of Tee Shirts for the Recreation Department is built into registration and membership fees paid by participants.

Recommendation

City management recommends awarding a two (2) year contract with an option to renew for three (3) additional years to provide Tee Shirts for the City of Troy *on an as needed basis* to the low total bidder *Ad-Wear Specialty of Texas, Inc. of Houston, TX* for an estimated total annual cost of \$66,865.24 at unit prices contained in the bid tabulation opened November 7, 2019; with all expenses not to exceed budgetary limitations.

Opening Date: 11/07/2019
Date Reviewed: 11/07/2019

CITY OF TROY
BID TABULATION
TEE SHIRTS

ITB-COT 19-41
Page 1 of 6

VENDOR NAME: AD-WEAR & SPECIALTY OF TEXAS, INC.

CITY: Houston, TX

CHECK NUMBER/AMOUNT: 0040702961 \$2,000.00

PROPOSAL: TWO Year Requirements of 50/50 Short Sleeve Tee Shirts, and 100% Cotton Short Sleeve Shirts.

| ITEM | DESCRIPTION | MINIMUM # OF COLORS | QTY | Price | | | | | Quoting on Style | Number of Colors Available |
|---------------------|---|---------------------------|---|--------------------|-------------------|------------------------------|-------------------------------------|------------------|-----------------------|----------------------------------|
| | | | | YOUTH S,M,L | ADULT S,M,L,XL | ADULT XXL,3XL, 4XL,5XL | ADULT TALL XL,2XL,3XL, 4XL | OVERALL TOTAL | | |
| 1 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 1 Color Imprint on Front. Furnish approximately 2,030 Short Sleeve Shirts Annually. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 24 | 2,000 Youth 2,000 Adult 60 Adult XXL | \$2.93 | \$2.93 | \$4.93 | | \$12,015.80 | 8000 & 8000B | 44 Adult 38 Youth |
| 2 | Shirts, 100% Cotton - Short Sleeve- 1 Color Imprint on Front. Furnish approximately 250 Short Sleeve annually. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 24 | 400 Adult 100 Adult XXL | | \$2.93 | \$4.93 | | \$1,665.00 | 2000 | 62 |
| 3 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 2 Color Imprint/ Front and 1 Color Imprint on Back. Furnish approximately 2,300 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 2,900 Youth 1,700 Adult | \$3.53 | \$3.53 | \$5.53 | | \$25,639.00 | 8000 & 8000B | 44 Adult 38 Youth |
| 4 | Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Furnish approximately 1,800 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 3,400 Adult 200 Adult XXL | | \$3.53 | \$5.53 | | \$13,108.00 | 2000 | 62 |
| 5 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 4 Color Imprint/Front. Furnish approximately 262 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 500 Youth 24 Adult | \$3.53 | \$3.53 | \$5.53 | | \$1,982.44 | 8000 & 8000B | 44 Adult 38 Youth |
| 6 | Shirts, 100% Cotton - Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area. Furnish approximately 700 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 800 Adult 400 Adult XL,XXL,3XL, 4XL, 5XL 200 Adult Tall | | \$3.29 | \$5.29 | \$6.99 | \$6,146.00 | 2000 & 2000T | 62 & 8 Tall |
| 7 | Shirts, 100% Polyester - Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Above Pocket. Furnish approximately 60 Short Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz.) or approved alternate in accordance with the attached specifications. | 6 | 80 Adult 40 Adult 2XL,3XL,4XL | | \$4.99 | \$6.99 | | \$678.80 | 2300 | 17 |
| 8 | Shirts, 100% Polyester - One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design : Frightful 5K" Furnish approximately 410 Long Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport- Tek Long Sleeve PosiCharge Competitor T-Shirt (Minimum of 3.8 oz) or approved alternate in accordance with the attached specifications. | 6 | 60 Youth 680 Adult 80 Adult XXL, 3XL | \$5.63 | \$6.11 | \$7.11 | \$7.11 | \$5,630.20 | ST350LS & YST350LS | 17 Adult 19 Youth |
| GRAND TOTAL: | | | | \$66,865.24 | | | | | | |

Per the Vendor, note the following:

1) Orders that are less than 36 Pcs and/or less than \$300.00 have \$75.00 added to cover the costs of the inbound and the outbound freight for orders of this size.

2) The unit price in the "XXL, 3XL, 4XL, & 5XL" column is the pricing for the size: XXLarge.

Please add \$2.00 to the XXLarge Price Quoted for Sizes: 3XL, 4XL, & 5XL

3) Cost of Single or Double Digit Numbers Per Location - \$1.25 Each

NOTE: All Prices should include silkscreen charges and set-up fees, where applicable

| | | |
|-------------------------|--------|---------------|
| List of Colors provided | Y or N | N |
| Hours of Operation: | | 9 am - 5 pm |
| 24 Hour Phone #: | | 713-703-3070 |
| References: | Y or N | Y |
| Payment Terms: | | Net 30 days |
| Warranty: | Y or N | Not Specified |
| Exceptions: | Y or N | None |
| Acknowledgement: | Y or N | Y |
| Forms: | Y or N | Y |
| Addendums: | Y or N | Y |

ATTEST:

Bill Lucas

Susan Riesterer

Jackie Ahlstrom

MaryBeth Murz,
Purchasing Manager

Opening Date: 11/07/2019
Date Reviewed: 11/07/2019

CITY OF TROY
BID TABULATION
TEE SHIRTS

ITB-COT 19-41
Page 2 of 6

VENDOR NAME: HILTON SCREENERS

CITY: Davison, MI

CHECK NUMBER/AMOUNT: 01-2000183004 / \$2,000.00

PROPOSAL: TWO Year Requirements of 50/50 Short Sleeve Tee Shirts, and 100% Cotton Short Sleeve Shirts.

| ITEM | DESCRIPTION | MINIMUM # OF COLORS | QTY | Price | | | | OVERALL TOTAL | Quoting on Style | Number of Colors Available |
|---------------------|---|---------------------------|---|---|-------------------|------------------------------|-------------------------------------|------------------|-------------------------|----------------------------------|
| | | | | YOUTH S,M,L | ADULT S,M,L,XL | ADULT XXL,3XL, 4XL,5XL | ADULT TALL XL,2XL,3XL, 4XL | | | |
| 1 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 1 Color Imprint on Front. Furnish approximately 2,030 Short Sleeve Shirts Annually. Gildan Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 24 | 2,000 Youth 2,000 Adult 60 Adult XXL | \$4.45 | \$4.65 | \$6.85 | | \$18,611.00 | Gildan 8000 | Youth 37 Adult 41 |
| | <i>Vendor Note: \$2 per number set</i> | | | | | | | | | |
| 2 | Shirts, 100% Cotton - Short Sleeve- 1 Color Imprint on Front. Furnish approximately 250 Short Sleeve annually. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gildan Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 24 | 400 Adult 100 Adult XXL | | \$5.45 | \$7.75 | | \$2,955.00 | Gildan 2000 | 61 |
| 3 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 2 Color Imprint/ Front and 1 Color Imprint on Back. Furnish approximately 2,300 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gildan Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 2,900 Youth 1,700 Adult | \$4.45 | \$4.65 | Not Specified | | \$20,810.00 | Gildan 8000 | Youth 37 Adult 41 |
| 4 | Shirts, 100% Cotton – Two (2)-Color Imprint/Front and Back. Furnish approximately 1,800 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gildan Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 3,400 Adult 200 Adult XXL | | \$6.45 | \$8.65 | | \$23,660.00 | Gildan 2000 | 61 |
| 5 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 4 Color Imprint/Front. Furnish approximately 262 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gildan Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 500 Youth 24 Adult | \$5.95 | \$6.15 | Not Specified | | \$3,122.60 | Gildan 800 | Youth 37 Adult 41 |
| 6 | Shirts, 100% Cotton – Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Furnish approximately 700 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gildan Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 800 Adult 400 Adult XL,XXL,3XL, 4XL, 5XL 200 Adult Tall | | \$4.45 | \$6.65 - \$8.65 | \$8.75 | \$8,370.00 | Gildan 2000 2000T | 61 8 in Talls |
| 7 | Shirts, 100% Polyester – Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Above Pocket Furnish approximately 60 Short Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Gildan Brand 2300 (Minimum of 4.5 oz.) or approved alternate in accordance with the attached specifications. | 6 | 80 Adult 40 Adult 2XL,3XL,4XL | | \$9.95 | \$11.95 - \$13.95 | | \$1,314.00 | Gildan 2300 | 15 |
| 8 | Shirts, 100% Polyester – One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design : Frightful 5K" Furnish approximately 410 Long Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport- Tek Long Sleeve PosiCharge Competitor T-Shirt (Minimum of 3.8 oz) or approved alternate in accordance with the attached specifications. | 6 | 60 Youth 680 Adult 80 Adult XXL, 3XL | \$6.75 | \$7.25 | \$8.25 - \$11.25 | Not Specified | \$6,115.00 | Sport tek 51350 LS | Youth 19 Adult 17 |
| GRAND TOTAL: | | | | \$84,957.60 Note - Grand Total does not include Line 3 & 5 Adult XL and Line 8 Adult T | | | | | | |

NOTE: All Prices should include silkscreen charges and set-up fees, where applicable

| | | |
|-------------------------|--------|---|
| List of Colors provided | Y or N | Y |
| Hours of Operation: | | M-F 10 am - 6 pm |
| 24 Hour Phone #: | | 810-335-3085 |
| References: | Y or N | Y |
| Payment Terms: | | 2% discounted Net 10; Net 30 |
| Warranty: | Y or N | N/A |
| Exceptions: | Y or N | N |
| Acknowledgement: | Y or N | Y |
| Forms: | Y or N | Missing Non-Collusion Affidavit and Notarized Familial Disclosure |
| Addendums: | Y or N | Y - Both |

Opening Date: 11/07/2019
Date Reviewed: 11/07/2019

CITY OF TROY
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TEE SHIRTS

ITB-COT 19-41
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VENDOR NAME: PRINTER'S INK LLC dba EXPRESS PRESS

CITY: Springfield, MO

CHECK NUMBER/AMOUNT: NO CHECK

PROPOSAL: TWO Year Requirements of 50/50 Short Sleeve Tee Shirts, and 100% Cotton Short Sleeve Shirts.

| ITEM | DESCRIPTION | MINIMUM # OF COLORS | QTY | Price | | | | | Quoting on Style | Number of Colors Available |
|---------------------|---|---------------------------|---|---|-------------------|------------------------------|-------------------------------------|------------------|---------------------|----------------------------------|
| | | | | YOUTH S,M,L | ADULT S,M,L,XL | ADULT XXL,3XL, 4XL,5XL | ADULT TALL XL,2XL,3XL, 4XL | OVERALL TOTAL | | |
| 1 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 1 Color Imprint on Front. Furnish approximately 2,030 Short Sleeve Shirts Annually. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 24 | 2,000 Youth 2,000 Adult 60 Adult XXL | \$3.21 | \$3.21 | \$6.71 | | \$13,242.60 | Not Specified | Not Specified |
| 2 | Shirts, 100% Cotton - Short Sleeve- 1 Color Imprint on Front. Furnish approximately 250 Short Sleeve annually. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 24 | 400 Adult 100 Adult XXL | | \$3.22 | \$6.72 | | \$1,959.75 | Not Specified | Not Specified |
| 3 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 2 Color Imprint/ Front and 1 Color Imprint on Back. Furnish approximately 2,300 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 2,900 Youth 1,700 Adult | \$4.51 | \$4.51 | \$8.01 | | \$34,363.00 | Not Specified | Not Specified |
| 4 | Shirts, 100% Cotton – Two (2)-Color Imprint/Front and Back. Furnish approximately 1,800 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 3,400 Adult 200 Adult XXL | | \$5.04 | \$8.54 | | \$18,844.00 | Not Specified | Not Specified |
| 5 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 4 Color Imprint/Front. Furnish approximately 262 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 500 Youth 24 Adult | \$7.11 | \$7.11 | \$10.61 | | \$3,980.28 | Not Specified | Not Specified |
| 6 | Shirts, 100% Cotton – Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Furnish approximately 700 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached | 6 | 600 Adult 400 Adult XL,XXL,3XL, 4XL, 5XL 200 Adult Tall | | \$3.74 | \$7.24 | Not Specified | \$5,888.00 | Not Specified | Not Specified |
| 7 | Shirts, 100% Polyester – Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Above Pocket Furnish approximately 60 Short Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz.) or approved alternate in accordance with the attached specifications. | 6 | 80 Adult 40 Adult 2XL,3XL,4XL | | \$6.31 | \$9.81 | | \$897.20 | Not Specified | Not Specified |
| 8 | Shirts, 100% Polyester – One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design : Frightful 5K" Furnish approximately 410 Long Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport- Tek Long Sleeve PosiCharge Competitor T-Shirt (Minimum of 3.8 oz) or approved alternate in accordance with the attached specifications. | 6 | 60 Youth 680 Adult 80 Adult XXL, 3XL | \$8.01 | \$8.01 | \$9.81 | Not Specified | \$6,712.20 | Not Specified | Not Specified |
| GRAND TOTAL: | | | | \$85,887.03 Note - Grand Total does not include Line 6 & 8 Adult T | | | | | | |

NOTE: All Prices should include silkscreen charges and set-up fees, where applicable

| | | |
|-------------------------|--------|-----------------|
| List of Colors provided | Y or N | N |
| Hours of Operation: | | 8 am - 5 pm CST |
| 24 Hour Phone #: | | Not Specified |
| References: | Y or N | Y |
| Payment Terms: | | Net 30 |
| Warranty: | Y or N | Not Specified |
| Exceptions: | Y or N | N |
| Acknowledgement: | Y or N | Y |
| Forms: | Y or N | Y |
| Addendums: | Y or N | N |

Opening Date: 11/07/2019
Date Reviewed: 11/07/2019

CITY OF TROY
BID TABULATION
TEE SHIRTS

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VENDOR NAME: IMPRESSIVE PROMOTIONAL PRODUCTS, LLC

CITY: Clawson, MI

CHECK NUMBER/AMOUNT: 515788319-9 \$2,000.00

PROPOSAL: TWO Year Requirements of 50/50 Short Sleeve Tee Shirts, and 100% Cotton Short Sleeve Shirts.

| ITEM | DESCRIPTION | MINIMUM # OF COLORS | QTY | Price | | | | | Quoting on Style | Number of Colors Available |
|---------------------|---|---------------------------|---|--------------------|-------------------|------------------------------|-------------------------------------|------------------|-----------------------------------|----------------------------------|
| | | | | YOUTH S,M,L | ADULT S,M,L,XL | ADULT XXL,3XL, 4XL,5XL | ADULT TALL XL,2XL,3XL, 4XL | OVERALL TOTAL | | |
| 1 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 1 Color Imprint on Front. Furnish approximately 2,030 Short Sleeve Shirts Annually. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 24 | 2,000 Youth 2,000 Adult 60 Adult XXL | \$3.50 | \$3.50 | \$7.50 | | \$14,450.00 | G800/ G800b | ~30+ |
| 2 | Shirts, 100% Cotton - Short Sleeve- 1 Color Imprint on Front. Furnish approximately 250 Short Sleeve annually. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 24 | 400 Adult 100 Adult XXL | | \$3.50 | \$7.50 | | \$2,150.00 | G200 | ~30+ |
| 3 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 2 Color Imprint/ Front and 1 Color Imprint on Back. Furnish approximately 2,300 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 2,900 Youth 1,700 Adult | \$4.25 | \$4.25 | \$8.25 | | \$33,575.00 | G800/ G800b | ~30+ |
| 4 | Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Furnish approximately 1,800 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 3,400 Adult 200 Adult XXL | | \$4.50 | \$8.50 | | \$17,000.00 | G200 | ~30+ |
| 5 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 4 Color Imprint/Front. Furnish approximately 262 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 500 Youth 24 Adult | \$4.60 | \$4.60 | \$8.60 | | \$2,616.80 | G800/ G800b | ~30+ |
| 6 | Shirts, 100% Cotton - Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Furnish approximately 700 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 800 Adult 400 Adult XL,XXL,3XL, 4XL, 5XL 200 Adult Tall | | \$4.25 | \$9.50 | \$9.50 | \$9,100.00 | G200 | ~30+ |
| 7 | Shirts, 100% Polyester - Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Above Pocket Furnish approximately 60 Short Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz.) or approved alternate in accordance with the attached specifications. | 6 | 80 Adult 40 Adult 2XL,3XL,4XL | | \$8.25 | \$12.25 | | \$1,150.00 | G230 | ~10+ |
| 8 | Shirts, 100% Polyester - One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design : Frightful 5K" Furnish approximately 410 Long Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport- Tek Long Sleeve PosiCharge Competitor T-Shirt (Minimum of 3.8 oz) or approved alternate in accordance with the attached specifications. | 6 | 60 Youth 680 Adult 80 Adult XXL, 3XL | \$8.10 | \$8.10 | \$12.75 | \$12.75 | \$8,034.00 | YST350LS/ ST350LS/ TST350LS | ~10+ |
| GRAND TOTAL: | | | | \$88,075.80 | | | | | | |

NOTE: All Prices should include silkscreen charges and set-up fees, where applicable

| | | |
|-------------------------|--------|----------------|
| List of Colors provided | Y or N | N |
| Hours of Operation: | | 9 am - 5:30 pm |
| 24 Hour Phone #: | | 248-589-3595 |
| References: | Y or N | Y |
| Payment Terms: | | Net 30 |
| Warranty: | Y or N | N/A |
| Exceptions: | Y or N | N |
| Acknowledgement: | Y or N | Y |
| Forms: | Y or N | Y |
| Addendums: | Y or N | Y |

Opening Date: 11/07/2019
Date Reviewed: 11/07/2019

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VENDOR NAME: C & D CUSTOM DESIGNS LLC

CITY: Dryden, MI

CHECK NUMBER/AMOUNT: 2013601033 \$2,000.00

PROPOSAL: TWO Year Requirements of 50/50 Short Sleeve Tee Shirts, and 100% Cotton Short Sleeve Shirts.

| ITEM | DESCRIPTION | MINIMUM # OF COLORS | QTY | Price | | | | | Quoting on Style | Number of Colors Available |
|---------------------|---|---------------------------|---|---------------------|-------------------|------------------------------|-------------------------------------|------------------|---------------------|----------------------------------|
| | | | | YOUTH S,M,L | ADULT S,M,L,XL | ADULT XXL,3XL, 4XL,5XL | ADULT TALL XL,2XL,3XL, 4XL | OVERALL TOTAL | | |
| 1 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 1 Color Imprint on Front. Furnish approximately 2,030 Short Sleeve Shirts Annually. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 24 | 2,000 Youth 2,000 Adult 60 Adult XXL | \$4.75 | \$5.00 | \$7.00 | | \$19,920.00 | Not Specified | 41 |
| 2 | Shirts, 100% Cotton - Short Sleeve- 1 Color Imprint on Front. Furnish approximately 250 Short Sleeve annually. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 24 | 400 Adult 100 Adult XXL | | \$5.25 | \$7.25 | | \$2,825.00 | Not Specified | 70 |
| 3 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 2 Color Imprint/ Front and 1 Color Imprint on Back. Furnish approximately 2,300 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 2,900 Youth 1,700 Adult | \$6.00 | \$6.25 | \$8.25 | | \$42,050.00 | Not Specified | 41 |
| 4 | Shirts, 100% Cotton – Two (2)-Color Imprint/Front and Back. Furnish approximately 1,800 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 3,400 Adult 200 Adult XXL | | \$6.75 | \$8.75 | | \$24,700.00 | Not Specified | 70 |
| 5 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 4 Color Imprint/Front. Furnish approximately 262 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 500 Youth 24 Adult | \$7.00 | \$7.25 | \$9.25 | | \$3,896.00 | Not Specified | 41 |
| 6 | Shirts, 100% Cotton – Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Furnish approximately 700 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 800 Adult 400 Adult XL,XXL,3XL, 4XL, 5XL 200 Adult Tall | | \$5.50 | \$7.50 | \$8.00 | \$9,000.00 | Not Specified | 70 |
| 7 | Shirts, 100% Polyester – Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Above Pocket Furnish approximately 60 Short Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz.) or approved alternate in accordance with the attached specifications. | 6 | 80 Adult 40 Adult 2XL,3XL,4XL | | \$6.00 | \$8.00 | | \$800.00 | Not Specified | 15 |
| 8 | Shirts, 100% Polyester – One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design : Frightful 5K" Furnish approximately 410 Long Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport- Tek Long Sleeve PosiCharge Competitor T-Shirt (Minimum of 3.8 oz) or approved alternate in accordance with the attached specifications. | 6 | 60 Youth 680 Adult 80 Adult XXL, 3XL | \$8.50 | \$9.00 | \$11.00 | \$12.00 | \$8,470.00 | Not Specified | 15 |
| GRAND TOTAL: | | | | \$111,661.00 | | | | | | |

Note per Vendor: Option A: 6" vinyl numbers on back, add \$4.00 ea.

NOTE: All Prices should include silkscreen charges and set-up fees, where applicable

| | | |
|-------------------------|--------|--------------|
| List of Colors provided | Y or N | Y |
| Hours of Operation: | | 9 am - 5 pm |
| 24 Hour Phone #: | | 810-441-2372 |
| References: | Y or N | Y |
| Payment Terms: | | Net 30 |
| Warranty: | Y or N | 1 year |
| Exceptions: | Y or N | N |
| Acknowledgement: | Y or N | Y |
| Forms: | Y or N | Y |
| Addendums: | Y or N | Y |

Opening Date: 11/07/2019
Date Reviewed: 11/07/2019

CITY OF TROY
BID TABULATION
TEE SHIRTS

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VENDOR NAME: BSN SPORTS LLC

CITY: Dallas, TX

CHECK NUMBER/AMOUNT: 1068315697 \$2,000.00

PROPOSAL: TWO Year Requirements of 50/50 Short Sleeve Tee Shirts, and 100% Cotton Short Sleeve Shirts.

| ITEM | DESCRIPTION | MINIMUM # OF COLORS | QTY | Price | | | | | Quoting on Style | Number of Colors Available |
|------|---|---------------------------|---|----------------|-------------------|------------------------------|-------------------------------------|------------------|---|----------------------------------|
| | | | | YOUTH S,M,L | ADULT S,M,L,XL | ADULT XXL,3XL, 4XL,5XL | ADULT TALL XL,2XL,3XL, 4XL | OVERALL TOTAL | | |
| 1 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 1 Color Imprint on Front. Furnish approximately 2,030 Short Sleeve Shirts Annually. Gildan Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 24 | 2,000 Youth 2,000 Adult 60 Adult XXL | \$5.30 | \$5.89 | \$12.70 | | \$23,142.00 | Gildan 800 | 44 |
| 2 | Shirts, 100% Cotton - Short Sleeve- 1 Color Imprint on Front. Furnish approximately 250 Short Sleeve annually. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gildan Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 24 | 400 Adult 100 Adult XXL | | \$6.02 | \$8.83 | | \$3,291.00 | Gildan 2000 | 60 |
| 3 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 2 Color Imprint/ Front and 1 Color Imprint on Back. Furnish approximately 2,300 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gildan Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 2,900 Youth 1,700 Adult | \$8.67 | \$9.26 | \$9.26 | | \$56,627.00 | Gildan 800 | 44 |
| 4 | Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Furnish approximately 1,800 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gildan Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 3,400 Adult 200 Adult XXL | | \$10.44 | \$13.25 | | \$38,146.00 | Gildan 2000 | 60 |
| 5 | 50/50 Tee Shirts (50% cotton/ 50% polyester blend) 4 Color Imprint/Front. Furnish approximately 262 Short Sleeve Shirts annually. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gildan Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications. | 6 | 500 Youth 24 Adult | \$5.67 | \$6.26 | \$6.26 | | \$3,135.48 | Gildan 800 | 44 |
| 6 | Shirts, 100% Cotton - Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Furnish approximately 700 Short Sleeve Shirts Annually. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gildan Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications. | 6 | 800 Adult 400 Adult XL,XXL,3XL, 4XL, 5XL 200 Adult Tall | | \$6.40 | \$11.73 | Not Specified | \$9,812.00 | Gildan 2000 | 60 |
| 7 | Shirts, 100% Polyester - Two (2)-Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area Above Pocket Furnish approximately 60 Short Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Gildan Brand 2300 (Minimum of 4.5 oz.) or approved alternate in accordance with the attached specifications. | 6 | 80 Adult 40 Adult 2XL,3XL,4XL | | \$9.68 | \$12.78 | | \$1,285.60 | Gildan 420 | 21 |
| 8 | Shirts, 100% Polyester - One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design : Frightful 5K" Furnish approximately 410 Long Sleeve Shirts Annually. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport- Tek Long Sleeve PosiCharge Competitor T-Shirt (Minimum of 3.8 oz) or approved alternate in accordance with the attached specifications. | 6 | 60 Youth 680 Adult 80 Adult XXL, 3XL | \$11.84 | \$12.63 | \$16.20 | Not Specified | \$10,594.80 | Sport tek Posicharge Competitor LS | 18 |

GRAND TOTAL:

\$146,033.88

Note - Grand Total does not include Line 6 & 8 Adult T

Note per Vendor: Line 1 Youth w/ numbers: \$8.30; Line 1 Adult w/ numbers: \$8.89; Line 1 Adult XXL w/ numbers: \$15.70

NOTE: All Prices should include silkscreen charges and set-up fees, where applicable

List of Colors provided

Y or N

Hours of Operation:

24 Hour Phone #:

References:

Payment Terms:

Warranty:

Exceptions:

Acknowledgement:

Forms:

Addendums:

Y - Catalog provided

M-F 8 am - 5 pm CST

972-884-7376

Y

Net 30

1 year Std. Mfg.

N

Y

Y

Miss 1 Addendum



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04c

CITY COUNCIL AGENDA ITEM

Date: January 6, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Elaine Bo, Recreation Director
Brian Goul, Assistant Recreation Director
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Fitness Equipment

History

- The Community Center Fitness Room offers and maintains sixty four (64) pieces of cardio equipment.
- The fitness equipment is continually monitored and a three to four year life cycle replacement plan is in place based on warranty coverage(s).
- The replacement plan ensures up-to-date equipment for patrons of the fitness room at the Community Center and limited repair expenses.
- Based on the replacement plan it is necessary to purchase and replace seventeen (17) pieces of equipment (less trade-ins) that no longer have warranty coverage and are all past their useful life cycle.
- The items were bid and will be awarded based on the bid specifications with a 1 to 1 trade in value.
- Replacements are specific to brand to replace brand specific equipment.
- Patrons enjoy having a variety of different types of equipment.

Purchasing

On December 5, 2019, a bid opening was conducted as required by City Charter and Code for seventeen (17) pieces of physical fitness equipment with one (1) for one (1) trade-in exchange on equipment. For every new piece of equipment purchased by the City from a vendor, that vendor was required to purchase one (1) trade-in. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Five (5) bid responses were received which included alternate bid responses. The award is recommended *bid as specified* in order to maintain standardized equipment at the Community Center. Below is a detailed summary of potential vendors:

| | |
|--|----|
| Companies notified via MITN | 35 |
| Troy Companies notified via MITN | 0 |
| Troy Companies - Active email Notification | 0 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 27 |
| 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

After reviewing the bid proposals three (3) companies were the lowest bidders meeting specifications; with a one to one trade-in value on individual items and are being recommended for the purchase of seventeen (17) pieces of physical fitness equipment (less trade-ins).

Financial

Funds are budgeted and available in the General Fund under the Community Center account 101.752.31.755.7740.010 for the 2019/2020 fiscal year.

Recommendation

City management recommends awarding three (3) contracts to the low bidders meeting specifications; *Johnston Health Tech, N.A. dba Matrix Fitness of Cottage Grove, WI* for \$37,663.06, and *Direct Fitness Solutions, LLC of Mundelein, IL* for \$3,850.00, and *Strengthio Fitness of Grand Rapids, MI* for \$12,469.00 for an estimated grand total of \$53,982.06 as detailed below by line item at an estimated total cost (less one to one trade ins) all at prices contained in the bid tabulation.

| | | Johnston Health Tech, N.A. dba Matrix Fitness Items #1, 3, 4, 7, 8, & 9 | Direct Fitness Solutions, LLC Item #5 | Strengthio Fitness Items #2 & 6 |
|---|------------------|--|---|---------------------------------------|
| TOTAL COST FOR NEW EQUIPMENT | | \$43,313.06 | \$4,250.00 | \$13,969.00 |
| | Deduct Trade-Ins | \$5,650.00 | \$400.00 | \$1,500.00 |
| Estimated Grand Total Cost bid as specified less Trade-in Items: | | <u>\$37,663.06</u> | <u>\$3,850.00</u> | <u>\$12,469.00</u> |

| | |
|-----------------------------|--------------------|
| Estimated Grand Total Cost: | <u>\$53,982.06</u> |
|-----------------------------|--------------------|

Opening Date: 12/05/19
Date Reviewed: 12/05/19

CITY OF TROY
BID TABULATION
FITNESS EQUIPMENT

ITB-COT 19-54
Pg. 1 of 5

VENDOR NAME: Johnson Health Tech NA dba Matrix Fitness
Cottage Grove, WI

**TO PURCHASE AND INSTALL (17) SEVENTEEN PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER
FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:**

| | | | EQUIPMENT PURCHASE | | ITEM A - TRADE-INS | | FINAL COST |
|-------------------------------------|-----|---|---------------------|-------------------------|---------------------|-------------------------|-----------------------|
| | Qty | Description (No Substitutions) | Unit Cost (Each) | Estimated Total Cost | Unit Cost (Each) | Estimated Total Cost | Cost Less Trade-in |
| ITEM #1 | 5 | Matrix T5x-08 Treadmill, 900 MHZ | \$3,678.15 | \$18,390.75 | \$600.00 | \$3,000.00 | \$15,390.75 |
| ITEM #2 | 1 | Octane XRIDE XR6000S w/swivel seat | No Bid | | | | |
| ITEM #3 | 2 | Matrix E3X-04 Elliptical | \$2,863.42 | \$5,726.84 | \$500.00 | \$1,000.00 | \$4,726.84 |
| ITEM #4 | 3 | Matrix Ascent A3X-04 Trainers | \$3,429.55 | \$10,288.65 | \$400.00 | \$1,200.00 | \$9,088.65 |
| ITEM #5 | 1 | SciFit Pro II | No Bid | | | | |
| ITEM #6 | 2 | Freemotion i10.9b incline Trainer | No Bid | | | | |
| ITEM #7 | 1 | Matrix Versa Diverging Lat Pulldown VS-S33 with heavy stack | \$3,117.90 | \$3,117.90 | \$150.00 | \$150.00 | \$2,967.90 |
| ITEM #8 | 1 | Matrix Versa Diverging Seated Row VS-S34 with heavy stack | \$2,997.06 | \$2,997.06 | \$150.00 | \$150.00 | \$2,847.06 |
| ITEM #9 | 1 | Matrix Versa Back Extension VS-S52 with heavy stack | \$2,791.86 | \$2,791.86 | \$150.00 | \$150.00 | \$2,641.86 |
| GRAND TOTAL COST FOR NEW EQUIPMENT: | | | \$37,663.06 | | | | |

| | | |
|--------------------------------|----------------------------|--------------|
| DELIVERY SCHEDULE: | Y or N | Y |
| AUTHORIZED DEALER: | Y or N | Y |
| SERVICE FACILITY: | Location: | Novi, MI |
| | Miles: | 25 miles |
| | Response time within: | 24-48 hours |
| CONTACT INFORMATION: | Names: | Jason Swekel |
| | 24Hr Phone: | 734-740-1369 |
| | Hrs. of Operation: | 8AM - 5PM |
| WARRANTY: | | |
| | All Wear Items: Y or N | Y |
| | All Parts & Labor: Y or N | Y |
| | Free 2nd Day Parts: Y or N | Y |
| | Free Service call: Y or N | Y |
| NO SUBCONTRACTORS: | Complies: Y or N | Y |
| INSURANCE MET: | Y or N | Y |
| REFERENCES: | Y or N | Y |
| PAYMENT TERMS: | | Net 30 days |
| EXCEPTIONS: | | None |
| FORMS: | | Y |
| ACKNOWLEDGEMENT SIGNED: | Y or N | Y |
| ADDENDUM | Y or N | Y |

ATTEST:

Susan Riesterer
Brian Goul
MaryBeth Murz
Kristine Kallek

MaryBeth Murz,
Purchasing Manager

Opening Date: 12/05/19
Date Reviewed: 12/05/19

CITY OF TROY
BID TABULATION
FITNESS EQUIPMENT

ITB-COT 19-54
Pg. 2 of 5

VENDOR NAME: Fitness Things **OPTION 1 (as specified)**
Livonia, MI

| TO PURCHASE AND INSTALL (17) SEVENTEEN PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS: | | | | | | | |
|---|-----|---|---------------------|-------------------------|---------------------|-------------------------|-----------------------|
| | | | EQUIPMENT PURCHASE | | ITEM A - TRADE-INS | | FINAL COST |
| | Qty | Description (No Substitutions) | Unit Cost (Each) | Estimated Total Cost | Unit Cost (Each) | Estimated Total Cost | Cost Less Trade-in |
| ITEM #1 | 5 | Matrix T5x-08 Treadmill, 900 MHZ | | | | | |
| | | | No Bid | | | | |
| ITEM #2 | 1 | Octane XRIDE XR6000S w/swivel seat | \$4,073.00 | \$4,073.00 | \$400.00 | \$400.00 | \$3,673.00 |
| ITEM #3 | 2 | Matrix E3X-04 Elliptical | | | | | |
| | | | No Bid | | | | |
| ITEM #4 | 3 | Matrix Ascent A3X-04 Trainers | | | | | |
| | | | No Bid | | | | |
| ITEM #5 | 1 | SciFit Pro II | \$4,309.00 | \$4,309.00 | \$400.00 | \$400.00 | \$3,909.00 |
| ITEM #6 | 2 | Freemotion i10.9b incline Trainer | | | | | |
| | | | No Bid | | | | |
| ITEM #7 | 1 | Matrix Versa Diverging Lat Pulldown VS-S33 with heavy stack | | | | | |
| | | | No Bid | | | | |
| ITEM #8 | 1 | Matrix Versa Diverging Seated Row VS-S34 with heavy stack | | | | | |
| | | | No Bid | | | | |
| ITEM #9 | 1 | Matrix Versa Back Extension VS-S52 with heavy stack | | | | | |
| | | | No Bid | | | | |
| GRAND TOTAL COST FOR NEW EQUIPMENT: | | | \$7,582.00 | | | | |

| | | |
|-------------------------|----------------------------|-------------------|
| DELIVERY SCHEDULE: | Y or N | Y |
| AUTHORIZED DEALER: | Y or N | Y |
| SERVICE FACILITY: | Location: | Livonia, MI |
| | Miles: | 30 miles |
| | Response time within: | 48 hours |
| CONTACT INFORMATION: | Names: | Dee Ball |
| | 24Hr Phone: | 734-455-8790 x270 |
| | Hrs of Operation: | 10AM - 5PM |
| WARRANTY: | | |
| | All Wear Items: Y or N | Y |
| | All Parts & Labor: Y or N | Y |
| | Free 2nd Day Parts: Y or N | Y |
| | Free Service call: Y or N | Y |
| NO SUBCONTRACTORS: | Complies: Y or N | Y |
| INSURANCE MET: | Y or N | Y |
| REFERENCES: | Y or N | Y |
| PAYMENT TERMS: | | Net 30 |
| EXCEPTIONS: | | equipment |
| FORMS: | | Y |
| ACKNOWLEDGEMENT SIGNED: | Y or N | Y |
| ADDENDUM | Y or N | Y |

Opening Date: 12/05/19
Date Reviewed: 12/05/19

CITY OF TROY
BID TABULATION
FITNESS EQUIPMENT

ITB-COT 19-54
Pg 3 of 5

VENDOR NAME: Fitness Things **OPTION 2 (Exceptions in red)**
Livonia, MI

| TO PURCHASE AND INSTALL (17) SEVENTEEN PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS: | | | | | | | | |
|---|-------------------------|--|--|-------------------------|---------------------|-------------------------|-----------------------|--|
| | | | EQUIPMENT PURCHASE | | ITEM A - TRADE-INS | | FINAL COST | |
| | Qty | Description (No Substitutions) | Unit Cost (Each) | Estimated Total Cost | Unit Cost (Each) | Estimated Total Cost | Cost Less Trade-in | |
| ITEM #1 | 5 | TRUE Fitness TC900 Treadmill | \$3,765.00 | \$18,825.00 | \$300.00 | \$1,500.00 | \$17,325.00 | |
| ITEM #2 | 1 | Octane XRIDE XR6000S w/swivel seat | \$4,069.00 | \$4,069.00 | \$400.00 | \$400.00 | \$3,669.00 | |
| ITEM #3 | 2 | TRUE Fitness XC900 Elliptical | \$2,969.00 | \$5,938.00 | \$150.00 | \$300.00 | \$5,638.00 | |
| ITEM #4 | 3 | Cybox 525AT Arc Trainers | \$4,046.00 | \$12,138.00 | \$200.00 | \$600.00 | \$11,538.00 | |
| ITEM #5 | 1 | SciFit Pro II | \$4,309.00 | \$4,309.00 | \$400.00 | \$400.00 | \$3,909.00 | |
| ITEM #6 | 2 | TRUE Fitness T11000 Alpine Runner | \$3,425.00 | \$6,850.00 | \$300.00 | \$600.00 | \$6,250.00 | |
| ITEM #7 | 1 | Life Fitness Hammer Strength MTS Front Pulldown | \$5,180.00 | \$5,180.00 | \$100.00 | \$100.00 | \$5,080.00 | |
| ITEM #8 | 1 | Life Fitness Hammer Strength MTS Row | \$5,180.00 | \$5,180.00 | \$100.00 | \$100.00 | \$5,080.00 | |
| ITEM #9 | 1 | Life Fitness Hammer Strength Select Back Extension | \$3,661.00 | \$3,661.00 | \$100.00 | \$100.00 | \$3,561.00 | |
| GRAND TOTAL COST FOR NEW EQUIPMENT: | | | \$62,050.00 | | | | | |
| | DELIVERY SCHEDULE: | | Y or N | Y | | | | |
| | AUTHORIZED DEALER: | | Y or N | Y | | | | |
| | SERVICE FACILITY: | | Location: | Livonia, MI | | | | |
| | | | Miles: | 30 miles | | | | |
| | | | Response time within: | 48 hours | | | | |
| | CONTACT INFORMATION: | | Names: | Dee Ball | | | | |
| | | | 24Hr Phone: | 734-455-8790 x270 | | | | |
| | | | Hrs. of Operation: | 10AM - 5PM | | | | |
| | WARRANTY: | | | | | | | |
| | | | All Wear Items: | Y or N | Y | | | |
| | | | All Parts & Labor: | Y or N | Y | | | |
| | | | Free 2nd Day Parts: | Y or N | Y | | | |
| | | | Free Service call: | Y or N | Y | | | |
| | NO SUBCONTRACTORS: | | Complies: | Y or N | Y | | | |
| | INSURANCE MET: | | Y or N | Y | | | | |
| | REFERENCES: | | Y or N | Y | | | | |
| | PAYMENT TERMS: | | Net 30 | | | | | |
| | EXCEPTIONS: | | Bid Proposal labeled "option 2" is bid with equivalent equipment | | | | | |
| | FORMS: | | Y | | | | | |
| | ACKNOWLEDGEMENT SIGNED: | | Y or N | Y | | | | |
| ADDENDUM | | Y or N | Y | | | | | |

VENDOR NAME: Direct Fitness Solutions (Exceptions in Red)
Mundelein, IL

| TO PURCHASE AND INSTALL (17) SEVENTEEN PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS: | | | | | | | |
|--|-----|---|---------------------|-------------------------|---------------------|-------------------------|-----------------------|
| | | | EQUIPMENT PURCHASE | | ITEM A - TRADE-INS | | FINAL COST |
| | Qty | Description (No Substitutions) | Unit Cost (Each) | Estimated Total Cost | Unit Cost (Each) | Estimated Total Cost | Cost Less Trade-in |
| ITEM #1 | 5 | Matrix T5x-08 Treadmill, 900 MHZ | \$5,245.00 | \$26,225.00 | \$400.00 | \$2,000.00 | \$24,225.00 |
| ITEM #2 | 1 | Octane XRIDE XR6000S w/swivel seat | \$4,805.00 | \$4,805.00 | \$400.00 | \$400.00 | \$4,405.00 |
| ITEM #3 | 2 | Matrix E3X-04 Elliptical | \$4,075.00 | \$8,150.00 | \$400.00 | \$800.00 | \$7,350.00 |
| ITEM #4 | 3 | Matrix Ascent A3X-04 Trainers | \$5,425.00 | \$16,275.00 | \$400.00 | \$1,200.00 | \$15,075.00 |
| ITEM #5 | 1 | SciFit Pro II | \$4,250.00 | \$4,250.00 | \$400.00 | \$400.00 | \$3,850.00 |
| ITEM #6 | 2 | Freemotion i10.9b incline Trainer | \$5,999.00 | \$11,998.00 | \$400.00 | \$800.00 | \$11,198.00 |
| ITEM #7 | 1 | Matrix Versa Diverging Lat Pulldown VS-S33 with heavy stack | \$2,465.00 | \$2,465.00 | \$400.00 | \$400.00 | \$2,065.00 |
| ITEM #8 | 1 | Matrix Versa Diverging Seated Row VS-S34 with heavy stack | \$2,465.00 | \$2,465.00 | \$400.00 | \$400.00 | \$2,065.00 |
| ITEM #9 | 1 | Matrix Versa Back Extension VS-S52 with heavy stack | \$2,465.00 | \$2,465.00 | \$100.00 | \$100.00 | \$2,365.00 |
| GRAND TOTAL COST FOR NEW EQUIPMENT: | | | \$72,598.00 | | | | |

| | | |
|-------------------------|----------------------------|-------------------------|
| DELIVERY SCHEDULE: | Y or N | Y |
| AUTHORIZED DEALER: | Y or N | Y |
| SERVICE FACILITY: | Location: | Shelby Township, MI |
| | Miles: | 10 miles |
| | Response time within: | 24-48 hours |
| CONTACT INFORMATION: | Names: | Jerry Saputa |
| | 24Hr Phone: | 586-382-6562 |
| | Hrs. of Operation: | Standard Business Hours |
| WARRANTY: | | |
| | All Wear Items: Y or N | Y |
| | All Parts & Labor: Y or N | Y |
| | Free 2nd Day Parts: Y or N | Y |
| | Free Service call: Y or N | Y |
| NO SUBCONTRACTORS: | Complies: Y or N | Y |
| INSURANCE MET: | Y or N | Y |
| REFERENCES: | Y or N | Y |
| PAYMENT TERMS: | | Net 30 |
| EXCEPTIONS: | | None |
| FORMS: | | Y |
| ACKNOWLEDGEMENT SIGNED: | Y or N | Y |
| ADDENDUM | Y or N | Y |

Opening Date: 12/05/19
Date Reviewed: 12/05/19

CITY OF TROY
BID TABULATION
FITNESS EQUIPMENT

ITB-COT 19-54
Pg. 5 of 5

VENDOR NAME: Strenthio Fitness
Grand Rapids, MI

| TO PURCHASE AND INSTALL (17) SEVENTEEN PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS: | | | | | | | |
|---|-----|---|---------------------|-------------------------|---------------------|-------------------------|-----------------------|
| | | | EQUIPMENT PURCHASE | | ITEM A - TRADE-INS | | FINAL COST |
| | Qty | Description (No Substitutions) | Unit Cost (Each) | Estimated Total Cost | Unit Cost (Each) | Estimated Total Cost | Cost Less Trade-in |
| ITEM #1 | 5 | Matrix T5x-08 Treadmill, 900 MHZ | | | | | |
| | | | No Bid | | | | |
| ITEM #2 | 1 | Octane XRIDE XR6000S w/swivel seat | \$3,779.00 | \$3,779.00 | \$500.00 | \$500.00 | \$3,279.00 |
| ITEM #3 | 2 | Matrix E3X-04 Elliptical | | | | | |
| | | | No Bid | | | | |
| ITEM #4 | 3 | Matrix Ascent A3X-04 Trainers | | | | | |
| | | | No Bid | | | | |
| ITEM #5 | 1 | SciFit Pro II | | | | | |
| | | | No Bid | | | | |
| ITEM #6 | 2 | Freemotion i10.9b incline Trainer | \$5,095.00 | \$10,190.00 | \$500.00 | \$1,000.00 | \$9,190.00 |
| ITEM #7 | 1 | Matrix Versa Diverging Lat Pulldown VS-S33 with heavy stack | | | | | |
| | | | No Bid | | | | |
| ITEM #8 | 1 | Matrix Versa Diverging Seated Row VS-S34 with heavy stack | | | | | |
| | | | No Bid | | | | |
| ITEM #9 | 1 | Matrix Versa Back Extension VS-S52 with heavy stack | | | | | |
| | | | No Bid | | | | |
| GRAND TOTAL COST FOR NEW EQUIPMENT: | | | | | | | |
| | | | \$12,469.00 | | | | |

| | | |
|-------------------------|----------------------------|------------------------|
| DELIVERY SCHEDULE: | Y or N | Y |
| AUTHORIZED DEALER: | Y or N | Y |
| SERVICE FACILITY: | Location: | Warren, MI |
| | Miles: | 11 miles |
| | Response time within: | 48 hours |
| CONTACT INFORMATION: | Names: | Don King/Charlie Fouts |
| | 24Hr Phone: | 248-798-9417 |
| | Hrs. of Operation: | M-F 9AM - 5PM |
| WARRANTY: | | |
| | All Wear Items: Y or N | Y |
| | All Parts & Labor: Y or N | Y |
| | Free 2nd Day Parts: Y or N | Y |
| | Free Service call: Y or N | Y |
| NO SUBCONTRACTORS: | Complies: Y or N | Y |
| INSURANCE MET: | Y or N | Y |
| REFERENCES: | Y or N | Y |
| PAYMENT TERMS: | | Net 30 |
| EXCEPTIONS: | | None |
| FORMS: | | Y |
| ACKNOWLEDGEMENT SIGNED: | Y or N | Y |
| ADDENDUM | Y or N | Y |



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04d

CITY COUNCIL AGENDA ITEM

Date: January 6, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Kurt Bovensiepe, Public Works Director
Brian Varney, Fleet Operations Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 4 – Cooperative Contract Award - Michigan Intergovernmental Trade Network (MITN) – Gasoline and Diesel Fuel

History

- The City of Troy purchases approximately 180,000 gallons of gasoline and 80,000 gallons of diesel fuel annually to power the City's fleet of vehicles and equipment.
- For more than a decade, the *City of Sterling Heights* has been the lead agency for the Michigan Intergovernmental Trade network (MITN) cooperative purchase of Truck Transport and Tank Wagon Deliveries of Unleaded Gasoline and Diesel Fuel for 20 governmental entities participating in the fuel purchasing cooperative in the Macomb, Oakland, and Wayne County region.
- Through this cooperative bid, approximately 3,000,000 gallons of gasoline and 1,300,000 gallons of diesel fuel are purchased annually.
- Current pricing was effective February 1, 2016 for 2 years and extended for another 2 years in 2018, and expires February 1, 2020.
- The bid is structured so MITN members pay for fuel based on the per gallon wholesale rack average as published daily by the Oil Price Information Service (OPIS) for the Detroit market, plus a delivery fee (bid factor) per gallon.
- Additional per gallon fees apply for a premium diesel additive and for a diesel winter additive typically requested November through March.
- Gasoline and diesel fuel are purchased and delivered by truck transport for quantities of fuel greater than 5,000 gallons, and by tank wagon for quantities less the 5,000 gallons.
- Bid award is based on the lowest factor quoted per type of fuel delivery plus the OPIS daily average for Detroit, Michigan.

Purchasing

- Bid specifications and cooperative member usage data were updated, and on December 10, 2019, seven (7) vendors responded with bids in response to ITB-SH19-064 Truck Transport and Tank Wagon Deliveries of Unleaded Gasoline and Diesel Fuel.
- Upon receipt and review of all bids, recommendation is being made to split the award of the bid among three bidders.



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- On Tuesday December 17, 2019, the City of Sterling Heights City Council awarded the bid to the two overall lowest bidders for truck transport deliveries (> 5,000 gal.) and the two overall lowest bidders for tank wagon deliveries (< 5,000 gal) as follows:

Truck Transport Deliveries:

- | | |
|----------------------------------|----------------|
| 1. RKA Petroleum Companies | Romulus, MI |
| 2. Petroleum Traders Corporation | Fort Wayne, IN |

Tank Wagon Deliveries:

- | | |
|----------------------------|-------------|
| 1. RKA Petroleum Companies | Romulus, MI |
| 2. Atlas Oil Company | Taylor, MI |

- RKA Petroleum and Atlas Oil are current vendors of the cooperative and have received numerous bid awards over the years. Petroleum Traders Corporation was previously an awarded contractor from 2012 to 2016.
- Current references were checked with positive results.
- By splitting the bid award amongst multiple vendors for both truck transport deliveries and tank wagon deliveries, all cooperative members are able to select the vendor that best meets their need for the lowest pricing and delivery timeline.
- New bid pricing is effective February 1, 2020 and expires February 1, 2022, and is extendable for an additional 2 years, to February 1, 2024, upon mutual consent. Sterling Heights Purchasing will reach out to the cooperative members before it is decided on a mutual extension with any of the awarded fuel suppliers.

Financial

- It is estimated that the City will purchase 180,000 gallons of unleaded gasoline and 80,000 gallons of diesel fuel. Gasoline and diesel fuel is purchased *on an as needed basis*.
- Funds are budgeted and available in the Fuel Account #661.549.550.7766.

Recommendation

City management recommends to split the award of the bid for truck transport and tank wagon deliveries of unleaded gasoline and diesel fuel to the following vendors in accordance with all bid specifications for a two-year period, with the option to extend the terms and conditions an additional two years upon mutual consent:

Truck Transport Deliveries:

- | | |
|----------------------------------|----------------|
| 1. RKA Petroleum Companies | Romulus, MI |
| 2. Petroleum Traders Corporation | Fort Wayne, IN |

Tank Wagon Deliveries:

- | | |
|----------------------------|-------------|
| 1. RKA Petroleum Companies | Romulus, MI |
| 2. Atlas Oil Company | Taylor, MI |

**CITY OF STERLING HEIGHTS
ITB-SH19-064: TRUCK TRANSPORT
DELIVERIES OF UNLEADED GASOLINE**

**BID TABULATION - TRUCK TRANSPORT
DECEMBER 10, 2019**

| Commodity | Estimated Gallons | OPIS Avg | Atlas Oil Company | | | | Corrigan Oil II | | | |
|--|--------------------------|-----------------|-----------------------------------|---------------------|------------------|-----------------------|-----------------------------------|---------------------|------------------|-----------------------|
| | | | Add/gal | + / - Factor | Price/gal | Ext Total | Add/gal | + / - Factor | Price/gal | Ext Total |
| Unleaded 87 | 2,232,000 | 1.7425 | | --.0200 | \$1.7225 | \$3,844,620.00 | | --.0050 | \$1.7375 | \$3,878,400.00 |
| Unleaded Mid-Grade 89 | 325,000 | 1.9613 | | --.0200 | \$1.9413 | 630,922.50 | | +.0250 | \$1.9863 | \$645,547.50 |
| ULS Diesel #2 | 641,000 | 2.1746 | | --.0200 | \$2.1546 | 1,381,098.60 | | --.0050 | \$2.1696 | \$1,394,898.60 |
| ULS Diesel #2 Premium | 408,000 | 2.1746 | 0.01 | --.0200 | \$2.1646 | 883,156.80 | 0.03 | --.0050 | \$2.1996 | \$898,156.80 |
| Totals | | | | | | \$6,739,797.90 | | | | \$6,916,612.90 |
| Winter Additive Typically November - March | | | \$0.01 / gal | | | | \$0.02 / gal | | | |
| Short load charge - (5,000-8,000 gals) | | | \$50 | | | | \$150 | | | |
| Volume/Gallons, SE MI | | | 150,000,000 | | | | 250,000,000 | | | |
| Split order charge | | | None if at same location property | | | | None if at same location property | | | |
| ## Fuel Cost Recovery Surcharge | | | | | | | | | | |
| Delivery Time | | | 24 hours | | | | 24 - 48 hours | | | |

| Commodity | Estimated Gallons | OPIS Avg | BID AWARD | | | | Ports Petroleum Corp | | | |
|--|--------------------------|-----------------|------------------|---------------------|------------------|-----------------------|---|---------------------|------------------|-----------------------|
| | | | Add/gal | + / - Factor | Price/gal | Ext Total | Add/gal | + / - Factor | Price/gal | Ext Total |
| Unleaded 87 | 2,232,000 | 1.7425 | | --.0285 | \$1.7140 | \$3,825,648.00 | | +.0119 | \$1.7544 | \$3,916,896.00 |
| Unleaded Mid-Grade 89 | 325,000 | 1.9613 | | --.0285 | \$1.9328 | 628,160.00 | | +.0119 | \$1.9732 | \$641,296.00 |
| ULS Diesel #2 | 641,000 | 2.1746 | | --.0361 | \$2.1385 | 1,370,778.50 | | --.0027 | \$2.1719 | \$1,394,380.50 |
| ULS Diesel #2 Premium | 408,000 | 2.1746 | 0.02 | --.0261 | \$2.1685 | 884,748.00 | # | +.0190 | \$2.2396 | \$913,763.20 |
| Totals | | | | | | \$6,709,334.50 | | | | \$7,636,335.70 |
| Winter Additive Typically November - March | | | \$0.02 / gal | | | | \$0.03 / gal | | | |
| Short load charge - (5,000-8,000 gals) | | | \$50 | | | | \$.01/gal 5,000-6,500 \$0.05/gal 6,500-12,000 | | | |
| Volume/Gallons, SE MI | | | 5,800,000 | | | | 12,000,000 | | | |
| Split order charge | | | \$60 | | | | \$60 | | | |
| Delivery Time | | | 24 hours | | | | 24 - 48 hours | | | |

OPIS Detroit Michigan Rack Average on 11/26/19 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal \$0.001/gal for the Federal Leaking Underground Storage Tank Fee and \$0.01/gal for the Michigan State Fuel Tax.

Used wrong bid form.

**CITY OF STERLING HEIGHTS
ITB-SH19-064: TRUCK TRANSPORT
DELIVERIES OF UNLEADED GASOLINE**

**BID TABULATION - TANK
DECEMBER 10, 2019**

| | | | BID AWARD | | | | | | | |
|--|----------------|-----------------|---|---------------------|------------------|-----------------------|--|---------------------|------------------|-----------------------|
| | | | Atlas Oil Company | | | | Corrigan Oil II | | | |
| <i>Commodity</i> | <i>Gallons</i> | <i>OPIS Avg</i> | <i>Add/gal</i> | <i>+ / - Factor</i> | <i>Price/gal</i> | <i>Ext Total</i> | <i>Add/gal</i> | <i>+ / - Factor</i> | <i>Price/gal</i> | <i>Ext Total</i> |
| Unleaded 87 | 214,500 | 1.7425 | | + .1200 | \$1.8625 | \$399,506.25 | | + .1445 | \$1.8870 | \$403,800.00 |
| Unleaded Mid-Grade 89 | 177,800 | 1.9613 | | + .1200 | \$2.0813 | 370,055.14 | | + .1445 | \$2.1058 | \$374,350.00 |
| ULS Diesel #2 | 85,100 | 2.1746 | | + .1200 | \$2.2946 | 195,270.46 | | + .1445 | \$2.3191 | \$196,380.00 |
| ULS Diesel #2 Premium | 39,000 | 2.1746 | 0.01 | + .1200 | \$2.3046 | 89,879.40 | 0.18 | + .1445 | \$2.5036 | \$97,628.40 |
| ULS Diesel #2 Dyed | 101,000 | 2.1791 | | + .1200 | \$2.2991 | 232,209.10 | | + .1445 | \$2.3236 | \$235,200.00 |
| Totals | | | | | | \$1,286,920.35 | | | | \$1,313,358.40 |
| Winter Additive Typically November - March Short load charge - Less than 5,000 Gal Volume/Gallons, SE MI Split order charge ## Fuel Cost Recovery Surcharge Delivery Time | | | Unl. 87 Ext. Total adjusted by Purchasing \$0.01 / gal \$50 for less than 200 150,000,000 None if at same location property 24 hours | | | | Diesel #2 Dyed Total adjusted by \$0.02 / gal \$150 for less than 150 250,000,000 None if at same location property 24 - 48 hours | | | |

| | | | Petroleum Traders Corp | | | | Ports Petroleum Co | | | |
|---|----------------|-----------------|------------------------|---------------------|------------------|------------------|--------------------|---------------------|------------------|------------------|
| <i>Commodity</i> | <i>Gallons</i> | <i>OPIS Avg</i> | <i>Add/gal</i> | <i>+ / - Factor</i> | <i>Price/gal</i> | <i>Ext Total</i> | <i>Add/gal</i> | <i>+ / - Factor</i> | <i>Price/gal</i> | <i>Ext Total</i> |
| Unleaded 87 | 214,500 | 1.7425 | | N/B | | | | N/B | | |
| Unleaded Mid-Grade 89 | 177,800 | 1.9613 | | N/B | | | | N/B | | |
| ULS Diesel #2 | 85,100 | 2.1746 | | N/B | | | | N/B | | |
| ULS Diesel #2 Premium | 39,000 | 2.1746 | | N/B | | | | N/B | | |
| ULS Diesel #2 Dyed | 101,000 | 2.1791 | | N/B | | | | N/B | | |
| Totals | | | | N/B | | | | N/B | | |
| Winter Additive Typically November - March Short load charge - Less than 5,000 Gal Volume/Gallons, SE MI Split order charge Delivery Time | | | | | | | | | | |

OPIS Detroit Michigan Rack Average on 11/26/19 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal \$0.001/gal for the Federal Leaking Underground Storage Tank Fee and \$0.01/gal for the



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J-05

CITY COUNCIL AGENDA ITEM

Date: December 27, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Request for Approval of Additional Location for Issuing Absent Voter Ballots

History

As of January 1, 2019, Michigan Election Law (168.761b) requires the City Clerk to obtain the governing body's approval in order to establish any additional locations where absent voter (AV) ballots are to be issued. The City Clerk is then required to submit the approved resolution to the Secretary of State at least 30 days prior to the event.

On Saturday, February 15, 2020, from 11am-1pm, there will be a Pop Up Clerk's Office held in the meeting room at the Troy Public Library. The City Clerk's Office would like to offer AV ballots during this time. A Troy voter would be able to bring their ID to the meeting room, apply for and obtain their AV ballot, vote it in a booth located in the meeting room and return it right away, or take it home. The City Clerk will be present to assist voters with ballots, along with any other services requested during that time.

Additionally, the City Clerk's Office is required to be open until 5:00 PM on Friday, March 6th, and from 8:00 AM until 4:00 PM on Saturday, March 7th, for AV ballot issuing.

The dates, times and locations for AV ballots will be posted on the City Clerk's Elections webpage.

Financial

There is no additional financial impact for the City of Troy to offer this service to Troy residents and voters.

Recommendation

City Management requests City Council approval of the additional location for issuing and receiving absent voter ballots on Saturday, February 15, 2020, as required by Michigan Election Law.



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Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEMS

January 13, 2020

TO: Mark Miller, City Manager

FROM: Bob Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Nino Licari, City Assessor

SUBJECT: Agenda Item – 2020 Poverty Exemption Guidelines (changes from previous year)

History:

MCL 211.7u states: *"The real property of persons who in the opinion of the Supervisor (read Assessor for Cities) and Board of Review by reason of poverty are unable to contribute toward the public charges is exempt from taxation under this act."*

In order to grant a Poverty Exemption, the Michigan Tax Tribunal (MTT) has ordered that each community develop a set of guidelines to determine whether the applicant qualifies for a one (1) year exemption from property taxes. (The exemption may be re-applied for each year)

The State Tax Commission (STC) has ruled that the Income Guidelines that are used as a portion of the guidelines may not be less than the Federal Poverty Guidelines established each year. Those guidelines have increased approximately 2.50% on average per set for 2019 (last year saw a 1.20% increase).

As the guidelines include an Assessed Value limit, a Total Asset limit, and changes to the Federal Poverty Income Guidelines, Council is presented with updated guidelines each year for their approval.

The total asset limit is \$153,580 based on the estimated 1.9% Consumer Price Index for this year.



500 West Big Beaver
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CITY COUNCIL AGENDA ITEMS

Financial Considerations:

- There were 15 exemptions applied for in 2019 at the March Board of Review. Four were granted, totaling \$275,920 in Taxable Value (T/V). This amounts to \$2,826.44 in exempted City taxes.

Since 2002, residents have been allowed to apply for Poverty Exemptions at the July and December Boards of Review.

This year, there were 8 exemptions granted (of 10 applied) at the July Board (\$801,520 T/V), and none at the December Board (of 3 applied). These additional exemptions accounted for exempted City taxes of \$8,210.53.

The total loss of City taxes for Poverty Exemptions in 2019 was \$11,036.97 (compared to \$15,111 in 2018).

Legal Considerations:

- The guidelines are required by the MTT and STC. The attached guidelines meet the requirements of these rulings.

Policy Considerations:

- The guidelines are a State mandated requirement. They do not conform to current Council goals.

Options:

- Council must adopt Poverty Guidelines. Council may adopt the guidelines as presented, or modify them

NL/nl G:\20200113Poverty Exemptions\2020\CouncilPak.docx



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

GRETCHEN WHITMER
GOVERNOR

Bulletin 14 of 2019
October 14, 2019
Procedural Changes for 2020

TO: Assessing Officers and County Equalization Directors

FROM: State Tax Commission

SUBJECT: Procedural Changes for the 2020 Assessment Year

The purpose of this Bulletin is to provide information on statutory changes, procedural changes and reminders for the 2020 assessment year.

A. Inflation Rate Used in the 2020 Capped Value Formula

The inflation rate, expressed as a multiplier, to be used in the 2020 Capped Value Formula is 1.019.

The 2020 Capped Value Formula is as follows:

$$\text{2020 CAPPED VALUE} = (\text{2019 Taxable Value} - \text{LOSSES}) \times 1.019 + \text{ADDITIONS}$$

The formula above does not include 1.05 because the inflation rate multiplier of 1.019 is lower than 1.05.

B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2020

MCL 211.7u, which deals with poverty exemptions, was significantly altered by PA 390 of 1994 and was further amended by PA 620 of 2002.

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons **shall not** be set lower than \$21,330 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$21,330. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2020 assessments:

| Size of Family Unit | Poverty Guidelines |
|----------------------------|--------------------|
| 1 | \$12,490 |
| 2 | \$16,910 |
| 3 | \$21,330 |
| 4 | \$25,750 |
| 5 | \$30,170 |
| 6 | \$34,590 |
| 7 | \$39,010 |
| 8 | \$43,430 |
| For each additional person | \$4,420 |

Note: PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 6 of 2017 for more information on poverty exemptions.

Note: P.A. 135 of 2012 changed the requirements for filing documentation in support of a poverty exemption to allow an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This does include the owner of the property who is filing for the exemption.

C. Sales Studies

Equalization study dates are as follows for 2020 equalization:

Two Year Study: April 1, two years prior through March 31, current year
Single Year Study: October 1, preceding year through September 30, current year

For 2019 studies for 2020 equalization the dates are as follows:

Two Year Study: April 1, 2017 through March 31, 2019
Single Year Study: October 1, 2018 through September 30, 2019

Note that the time period revisions apply to all equalization studies, that is: sales ratio studies, land value studies and economic condition factor studies for appraisals. Also note that the revised time period for two year studies applies to all real property classifications.

Please be advised that the above sale study dates **are not** the same as the valuation date used in appeals before the Michigan Tax Tribunal. Evidence presented in a Tax Tribunal appeal should reflect the value of the property as of tax day (December 31). This means that sales occurring *after* March 31, 2019 and September 30, 2019 should still be considered and included when submitting evidence in a Tax Tribunal appeal involving the 2019 tax year.

D. Property Classification

The State Tax Commission reminds assessors that classification is to be determined annually and is based upon the use of the property and not highest and best use of the property. The

**City of Troy – Assessing Department
POVERTY EXEMPTION GUIDELINES
INCOME STANDARDS 2020**

The following are the Poverty thresholds as of 12/31/19 for use in setting Poverty Exemption Guidelines for **2020** assessments:

| Number of Persons | Poverty |
|--|------------------|
| <u>Residing in Homestead</u> | <u>Threshold</u> |
| 1 Person | \$12,490 |
| 2 Persons | 16,910 |
| 3 Persons | 21,330 |
| 4 Persons | 25,750 |
| 5 Persons | 30,170 |
| 6 Persons | 34,590 |
| 7 Persons | 39,010 |
| 8 Persons | \$43,430 |
| 9 Persons (or more) add \$4,420 for each additional person | |

CITY OF TROY
POVERTY EXEMPTION GUIDELINES – 2020

MCL 211.7u *The real property of persons who in the judgment of the Supervisor and Board of Review by reason of poverty are unable to contribute toward the public charges is exempt from taxation under this Act.*

The City of Troy's standard for approving an exemption under the statute is based on an individual determination of hardship.

This is an exemption from taxes. If you claim poverty under the statute, you must file your claim with a Poverty Exemption Affidavit. This exemption is good for one year.

STANDARD #1 Applicants must file a Poverty Exemption Affidavit in order to be considered for any exemption. Documentation such as, Federal/State Income Tax Forms, Homestead Property Tax Credit, W-2 Forms, Deeds or Land Contracts and personal identification is **mandatory**, and must be attached to the Affidavit.

STANDARD #2 A Poverty Exemption will not be granted if the household income is greater than the Income Standards Guideline.

STANDARD #3 Applicants total assets cannot exceed \$153,580.

*The Board of Review may require a home audit and inspection, done by the Assessing Department, as part of the exemption process.

* **The income of every person residing at the home must be reported.**

POVERTY EXEMPTION AFFIDAVIT (for 2020 A/V Year)

(Address)

(Parcel ID #)

1. Household Income: List all prior year income from:

- a) Wages/Tips _____
- b) Social Security _____
- c) Soc. Sec. for resident minors' _____
- d) Pensions _____
- e) Interest/Dividends _____
- f) Unemployment Compensation _____
- g) Sub-Pay _____
- h) Workman's Compensation _____
- i) Aid to Dependent Children _____
- j) Medical Disability Benefits _____
- k) Lottery/Contest/Raffle _____
- l) Annuities _____
- m) Governmental Assistance _____
- n) Insurance/Lawsuit Payouts _____
- o) Alimony/Child Support _____
- p) Rental Income _____

2. Supplemental Assistance: List monthly amount of:

- a) Food Stamps _____
- b) Surplus Food _____
- c) Transportation _____

3. Residence Information:

Is your home paid for? Yes _____ No _____

If No:

What is your mortgage/land contract balance? _____

What is your monthly payment? _____

Who holds your mortgage/land contract? _____

Do you own any other property? Yes _____ No _____

If Yes: Attach a copy of your last tax bill.

4. Employment information:

Are you or your spouse currently employed?

Self: Yes _____ No _____ Spouse: Yes _____ No _____

Are you or your spouse unable to work (disability, etc.) ?

Self: Yes _____ No _____ Spouse: Yes _____ No _____

If Yes: Is this condition permanent?

Self: Yes _____ No _____ Spouse: Yes _____ No _____

Provide medical documentation of the disability.

5. Children/Relatives/Boarders:

How many children, relatives, or non-related boarders share your home? _____

Do any of the above, or anyone outside of your home, contribute Financially to your living expenses? Yes ___ No ___

If Yes: How much: per month _____ year _____

6. Transportation:

Do you own any automobiles? Yes ___ No ___

If Yes: Please provide the following information:

| Year & Make | Price to you | Balance | Monthly payment |
|-------------|--------------|---------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

7. Additional Assets:

Please provide information about any additional assets listed.

Checking Account: Yes ___ No ___ Current Balance _____

Savings Account: Yes ___ No ___ Current Balance _____

I.R.A. Yes ___ No ___ Current Balance _____

Keogh Yes ___ No ___ Current Balance _____

Deferred Comp Yes ___ No ___ Current Balance _____

Annuities Yes ___ No ___ Current Balance _____

Stocks/Bonds/Funds Yes ___ No ___ Current Balance _____

Money Market Yes ___ No ___ Current Balance _____

Treasury Bills Yes ___ No ___ Current Balance _____

Savings Bonds Yes ___ No ___ Current Balance _____

8. Attach copies of the following:

a) Federal Income Form

b) State Income Tax Form

c) **Homestead Property Tax Credit form**

d) Property Tax Credit Form

e) W-2 Forms

f) Copy of Deed or Land Contract

g) Identification: Driver's License

h) A listing of your household living expenses for the prior year.
(examples: heat, electric, insurance, etc.)

You must provide proof of income and other records of all residents of the dwelling to be considered for an exemption.

I (We), _____ [print name(s)]
the undersigned, do hereby affirm that the above information is,
to the best of my (our) knowledge, true.

(Signed)

Phone Number

(Signed)

Phone Number

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____

Notary Public _____

APPROVED:

NOT APPROVED:

Assessor: _____

Assessor: _____

Board Chairperson _____

Board Chairperson _____

Board Member _____

Board Member _____

Board Member _____

Board Member _____

Year _____ Assessment _____ Board of Review A/V _____

For a March Board of Review Appeal, please submit by March 10

For a July Board of Review Appeal, please submit by July 17

**For a December Board of Review Appeal, please submit by
December 11**

*Please print the completed form and have your signature notarized. If you do not have access to a Notary Public, staff in the Assessing Department can provide this service for you. Bring or mail the completed application along with all supporting documentation to:

City of Troy
Assessing Department
500 W. Big Beaver
Troy, MI. 48084-5254



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: December 19, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement for Storm Sewers and Surface Drainage from Veni Vandana Pulugurtha and Puneet Mohan – Sidwell #88-20-15-103-017

History

As part of the development of a single residential lot located in Section 15 on the east side of Livernois Road between Belhaven and Glenshire roads, the City of Troy received a permanent easement for storm sewers and surface drainage from Veni Vandana Pulugurtha and Puneet Mohan, owners of the property having Sidwell #88-20-15-103-017.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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



GIS Online



Map Scale: 1=157
Created: December 19, 2019



Note: The information provided by this application has been compiled from other public records and data. It is not a legally recorded map survey. Use of information represented should be consulted for verification.

**PERMANENT EASEMENT
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-15-102-017 (part of)

Veni Vandana Pulugurtha and Puneet Mohan, wife and husband, Grantors, whose address is 4842 Livernois Road, Troy, MI 48098 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, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

PART OF OUTLOT C, "BELZAIR SUBDIVISION NO.1" PART OF THE NW ¼ OF SECTION 15, T.2N., R.11E. ALSO A RE-PLAT OF OUTLOT "A" OF "REPLAT OF BELZAIR SUB.", OF PART OF THE NW ¼ OF SECTION 15, T.2N., R.11E, TROY, OAKLAND COUNT MICHIGAN AS RECORDED IN LIBER 77 PAGE 6 OF OAKLAND COUNTY RECORDS DESCRIBED AS; BEGINNING AT A POINT DISTANT N.80°02'30"E., 12.48 FT.; THENCE S.00°31'54"W., 27.47 FT.; THENCE S.00°05'02"E., 79.54 FT.; THENCE S.83°17'59"W., 12.08 FT.; THENCE N.00°05'02"W., 106.26 FT. TO THE POINT OF BEGINNING.

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

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 16th day of December, 2019.

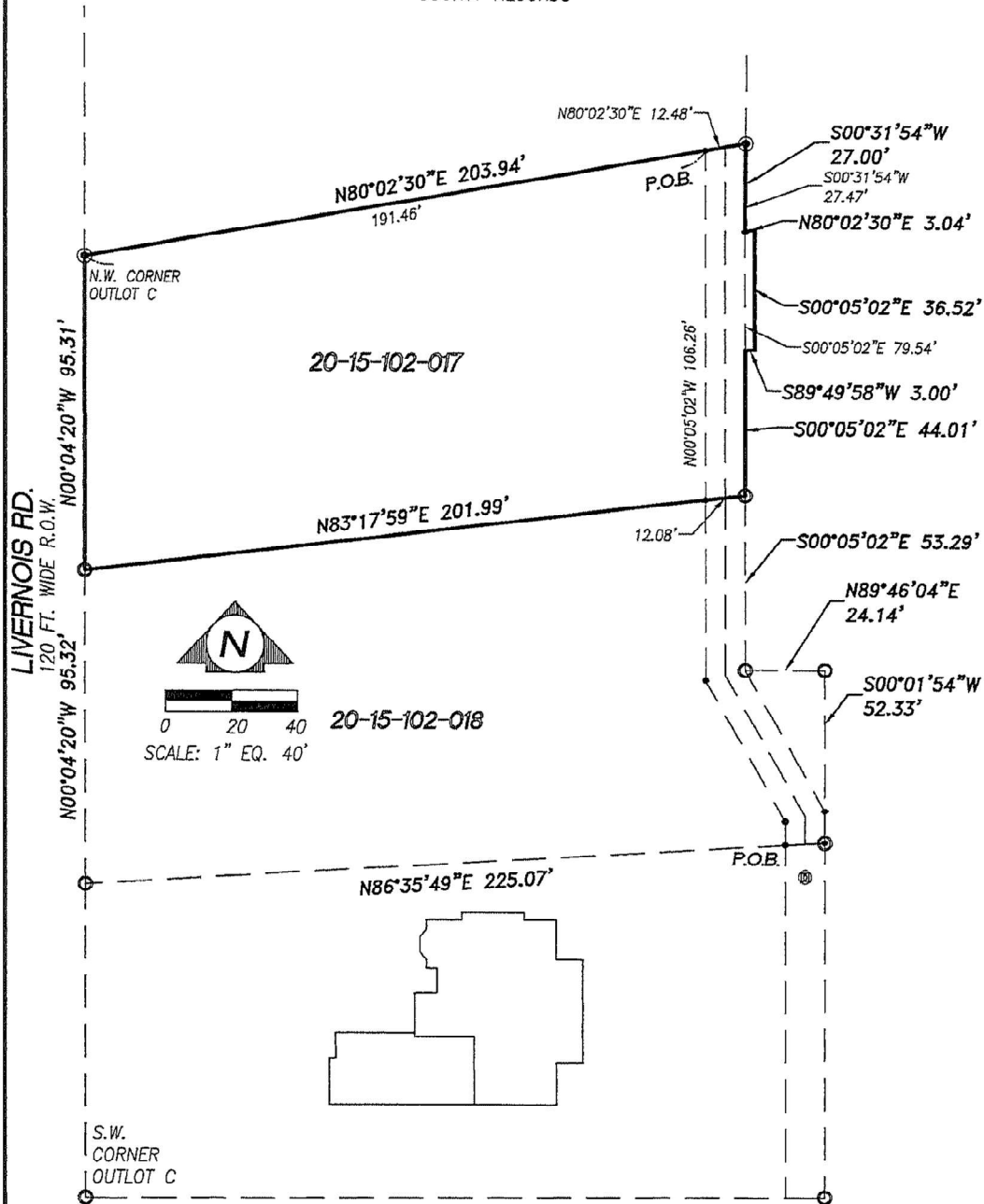


_____(L.S.)

SKETCH OF EASEMENT

LEGAL DESCRIPTION:

PART OF OUTLOT C, "BELZAIR SUBDIVISION NO.1". PART OF THE NW 1/4 OF SECTION 15, T.2N., R.11E., ALSO A RE-PLAT OF OUTLOT "A" OF "REPLAT OF BELZAIR SUB.", OF PART OF THE NW 1/4 OF SECTION 15, T.2N .. R.11E, TROY, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 77, PAGE 6 OF OAKLAND COUNTY RECORDS





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: January 6, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Warranty Deed and Six Permanent Easements –
West Troy Meadows Site Condominium, Section 16, Sidwell #88-20-16-401-002

History

Mondrian Homes has proposed West Troy Meadows Site Condominium, a 35-unit cluster development located in the southeast $\frac{1}{4}$ of Section 16, north of Wattles Road, between I-75 and Livernois Road.

City Council granted preliminary site plan approval at their May 20, 2019 meeting (Resolution #2019-05-053).

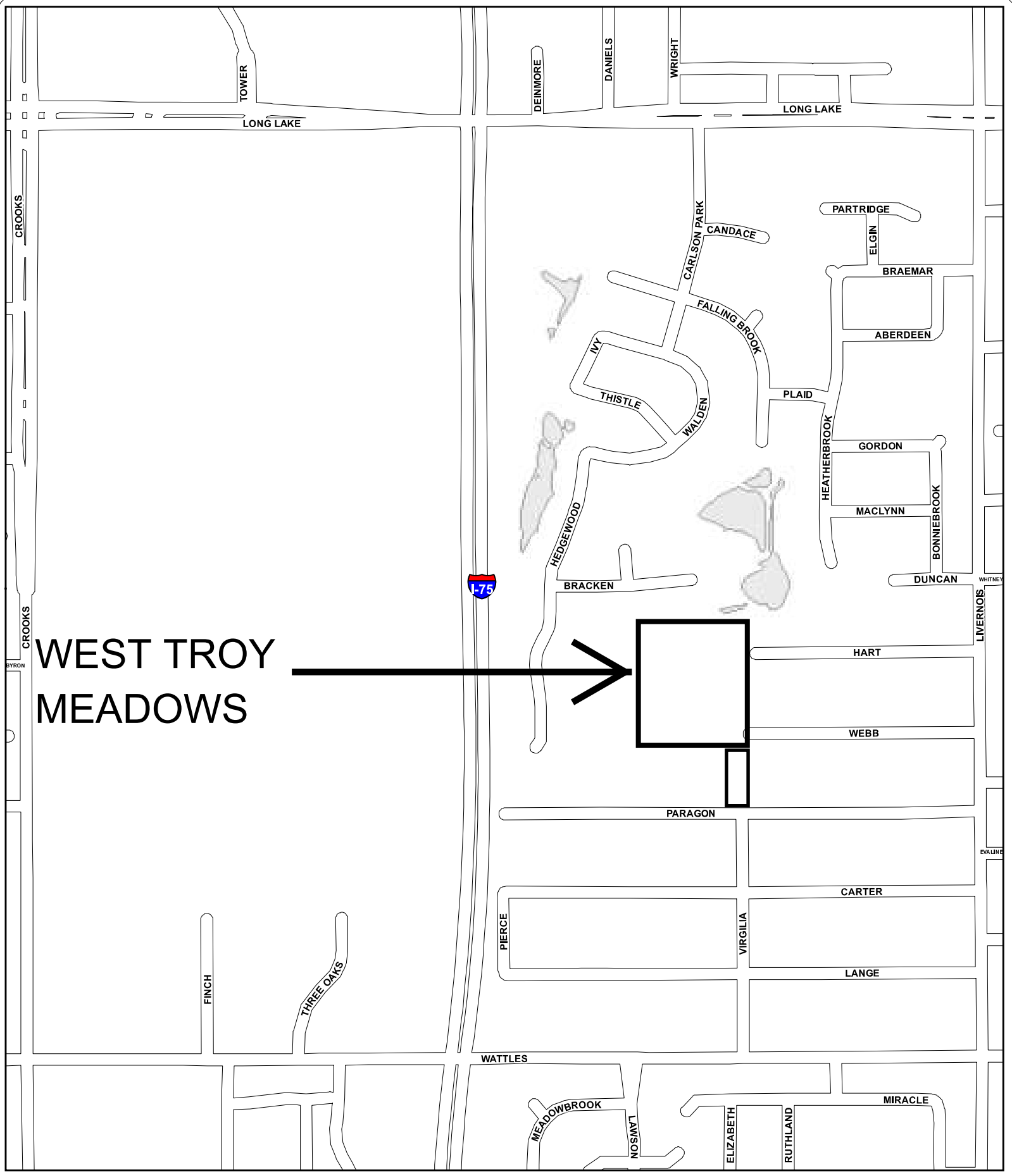
As part of the proposed development, the City of Troy received a warranty deed for a detention facility and six permanent easements for emergency ingress/egress, public utility & franchise utilities, sanitary sewers, sidewalks, storm sewers & surface drainage, and water mains. The grantor of these property rights is West Troy Meadows, LLC, owner of the property having Sidwell #88-20-16-401-002.

Financial

The consideration amount on each document is \$1.00.

Recommendation

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



WEST TROY
MEADOWS



WARRANTY DEED

Sidwell # 88-20-16-401-002 (pt of)
Resolution #

The Grantor(s) **WEST TROY MEADOWS, LLC**, a Michigan limited liability company, whose address is: 50215 Schoenherr Road, Shelby Township, Michigan 48315 convey(s) and warrant(s) to the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to

Dated this 3rd day of January, 2018.

WEST TROY MEADOWS, LLC
a Michigan limited liability company

By

Joseph Maniaci
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 3rd day of January, 2018, by Joseph Maniaci, Member of West Troy Meadows, LLC, a Michigan limited liability company, on behalf of the company.

MARIA PETKOVSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 20, 2020
ACTING IN COUNTY OF Oakland

* Maria Petkovski
Notary Public, Macomb County, MI
My commission expires: Sep 20, 2020
Acting in Oakland County, MI

County Treasurer's Certificate

City Treasurer's Certificate

EXHIBIT "A"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

(as surveyed by PEA, Inc.)

PARCEL ID 20-16-401-002

Part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet (recorded as 161.50 feet) to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision", and the POINT OF BEGINNING;

thence continuing along said north line N87°20'00"W, 921.90 feet (recorded as 931.87 feet) to the east line of "Walnut Forest Site Condominium", Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 918.90 feet (recorded as N02°33'30"E, 917.94 feet) to the south line of "The Glens at Carlson Park No. 2", said line also being the East-West 1/4 line of Section 16, as recorded in Liber 258, Pages 7-9 of Plats; Thence along said south line S87°29'38"E, 918.01 feet (recorded as S87°44'46"E, 933.19 feet) to the aforementioned west line of Virgilia Avenue (50 feet wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line S02°23'01"W, 921.49 feet (recorded as S01°51'59"W, 924.48 feet) to the POINT OF BEGINNING. Containing 19.434 acres of land, more or less.

LEGAL DESCRIPTION

(Per PEA, Inc.)

DETENTION POND

A variable width detention pond over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 921.49 feet to the south line of "The Glens at Carlson Park No. 1", as recorded in Liber 253, Pages 31-40 of Plats, said line also being the East-West 1/4 line of Section 16, as recorded in Liber 258, Pages 7-9 of Plats; thence along said south line, N87°29'38"W, 102.24 feet to the POINT OF BEGINNING;

thence S73°12'07"W, 77.81 feet;

thence S49°32'17"W, 117.90 feet;

thence S58°11'38"W, 135.17 feet;

thence 145.24 feet along an arc of a curve to the left, having a radius of 250.00 feet and a chord that bears N66°25'14"W, 143.21 feet;

thence N02°30'22"E, 130.79 feet to the aforementioned East-West 1/4 line of Section 16, said line also being the south line of "The Glens at Carlson Park No. 2", as recorded in Liber 258, Pages 7-9 of Plats;

thence along said south line and the aforementioned south line of "The Glens at Carlson Park No. 1", S87°29'38"E, 404.99 feet to the POINT OF BEGINNING.

Containing 0.98 acres of land, more or less.

SKETCH OF DETENTION POND

THE GLENS
AT CARLSON
PARK No. 1
(L. 253,
P. 31-40)

P.O.B.
ESMT

EAST-WEST
1/4 LINE OF
SECTION 16

THE GLENS AT CARLSON
PARK No. 2
(L. 258, P. 7-9)

S87°29'38"E 404.99'

N87°29'38"W
102.24'

S87°29'38"E 918.01'(M)
S87°44'46"E 933.19'(T)

DETENTION
POND
EASEMENT

N02°30'22"E 130.079'

S73°12'07"W
77.81'

S49°32'17"W
117.90'

S58°11'38"W
135.17'

VIRGLIA DR.
(50' WIDE-PUBLIC)

ARC = 145.24'
RADIUS = 250.00'
DELTA = 33°17'15"
CHORD = 143.21'
CH. BRG. = N66°25'14"W

PARCEL NO.
20-16-401-002

PART OF OUTLOT A
"LAKEWOOD SUBDIVISION"
(L. 28, P. 27)

S02°23'01"W 921.49'(M)
S01°51'59"W 924.48'(T)

N02°23'01"E 921.49'

WALNUT FOREST
SITE CONDOMINIUM
O.C.C.P. NO. 1874

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N87°20'00"W (R&M) 921.90'(M)

931.87'(R) 931.81'(M)

LARCHMONT WOODS SUB'N
(L. 124, P. 4)

P.O.B.
OVERALL

N87°20'00"W
9.92'

N01°51'29"E(R&M)
161.50(R) 161.52'(M)

LOT 1

PARAGON AVE. (50' WIDE-PUBLIC)

SE COR.
LOT 1

N

**PERMANENT EASEMENT
FOR EMERGENCY INGRESS/EGRESS**

Sidwell # 88-20-16-401-002 (pt. of)

WEST TROY MEADOWS, LLC, a Michigan limited liability company, Grantor, whose address is 101 Ingram Drive, Troy, MI 48098 for and in consideration of the sum of: One 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 grants to the Grantee **the right to traverse over all roads by emergency and/or service vehicles for the purpose of ingress and egress for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services** over the real property situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO & 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 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 _____ signature(s)
this 3rd day of January A.D. 2019.

WEST TROY MEADOWS, LLC,
a Michigan limited liability company

By: [Signature]
*Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument as acknowledged before me this 3rd day of January, 2019 by Joseph Maniaci, Member of West Troy Meadows, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]

EXHIBIT "A"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

VARIABLE WIDTH INGRESS EGRESS

A variable width easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as: COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 130.00 feet to the POINT OF BEGINNING;

thence N87°20'00"W, 730.81 feet;

thence C1) 283.50 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears N48°01'46"E, 84.31 feet;

thence C2) 30.09 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears S41°58'14"E, 27.04 feet;

thence S87°20'00"E, 372.52 feet;

thence C3) 29.94 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears N47°31'30"E, 26.94 feet;

thence N02°23'01"E, 410.38 feet;

thence C4) 21.95 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears N30°43'08"W, 20.75 feet;

thence C5) 91.94 feet along an arc of a curve to the right, having a radius of 320.00 feet and a chord that bears N55°35'25"W, 91.62 feet;

thence N47°21'33"W, 55.87 feet;

thence C6) 147.10 feet along an arc of a curve to the left, having a radius of 210.00 feet and a chord that bears N67°25'36"W, 144.11 feet;

thence N87°29'38"W, 122.86 feet;

thence C7) 29.81 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears S47°33'57"W, 26.84 feet;

thence S02°37'32"W, 21.12 feet;

thence C8) 188.50 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears N87°22'28"W, 120.00 feet;

thence C9) 125.50 feet along an arc of a curve to the right, having a radius of 80.00 feet and a chord that bears N47°33'57"E, 113.02 feet;

thence S87°29'38"E, 181.90 feet;

thence C10) 175.12 feet along an arc of a curve to the right, having a radius of 250.00 feet and a chord that bears S67°25'36"E, 171.56 feet;

thence S47°21'33"E, 55.87 feet;

thence C11) 196.73 feet along an arc of a curve to the left, having a radius of 280.00 feet and a chord that bears S67°29'16"E, 192.71 feet;

thence S87°36'59"E, 142.22 feet to the aforementioned west line of Virgilia Drive;

thence along said west line, S02°23'01"W, 40.00 feet;

thence N87°36'59"W, 142.22 feet;

thence C12) 55.76 feet along an arc of a curve to the right, having a radius of 320.00 feet and a chord that bears N82°37'27"W, 55.69 feet;

thence C13) 33.16 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears S52°22'33"W, 29.11 feet;

thence S02°23'01"W, 387.08 feet;

thence C14) 29.75 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears S42°28'30"E, 26.80 feet;

thence S87°20'00"E, 201.10 feet to the aforementioned west line of Virgilia Drive;

thence along said west line, S02°23'01"W, 40.00 feet to the POINT OF ENDING.

SKETCH OF INGRESS/EGRESS EASEMENT

THE GLENS
AT CARLSON
PARK No. 1
(L.253,
P.31-40)

EAST-WEST
1/4 LINE OF
SECTION 16

THE GLENS AT CARLSON
PARK No. 2
(L.258, P.7-9)

WALNUT FOREST
SITE CONDOMINIUM
O.C.C.P. NO. 1874

VIRGILIA DR.
(50' WIDE-PUBLIC)

VARIABLE
WIDTH
ROAD
ESMT

PARCEL NO.
20-16-401-002

PART OF OUTLOT A
"LAKEWOOD SUBDIVISION"
(L.28, P.27)

VARIABLE
WIDTH ROAD
ESMT

S02°23'01"W 921.49'(M)
S01°51'59"W 924.48'(T)

P.O.B.
ESMT

P.O.B.
OVERALL

PARAGON AVE. (50' WIDE-PUBLIC)

LOT 1
SE COR.
LOT 1

CURVE TABLE
SEE SHEET 2

N



**PERMANENT EASEMENT
FOR PUBLIC & FRANCHISE UTILITIES**

Sidwell #88-20-16-401-002 (part of)

WEST TROY MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace public utility & franchise utilities, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

WEST TROY MEADOWS, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of West Troy Meadows, LLC, a Michigan limited liability company.

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

10' WIDE FRANCHISE UTILITY EASEMENT

A 10 foot franchise utility easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence continuing along said north line N87°20'00"W, 5.00 feet to the POINT OF BEGINNING;

thence N02°23'01"E, 113.00 feet;

thence S87°20'00"E, 5.00 feet to the aforementioned west line of Virgilia Avenue;

thence N87°20'00"W, 752.59 feet;

thence C1) 178.90 feet along an arc of a curve to the right, having a radius of 80.00 feet and a chord that bears N07°31'42"W, 143.89 feet;

thence N85°30'58"E, 37.23 feet;

thence C2) 123.22 feet along an arc of a curve to the right, having a radius of 70.00 feet and a chord that bears S45°18'17"E, 107.91 feet;

thence S87°20'00"E, 643.59 feet; thence S02°23'01"W, 74.00 feet;

thence N02°23'01"E, 74.00 feet; thence continuing N02°23'01"E, 387.40 feet;

thence N87°36'36"W, 144.73 feet;

thence C3) 41.60 feet along an arc of a curve to the right, having a radius of 337.00 feet and a chord that bears N80°45'46"W, 41.57 feet;

thence S02°23'01"W, 391.46 feet; thence N02°23'01"E, 391.46 feet;

thence C4) 77.54 feet along an arc of a curve to the right, having a radius of 337.00 feet and a chord that bears N70°38'05"W, 77.37 feet;

thence S02°23'01"W, 257.89 feet; thence S87°05'07"E, 74.00 feet;

thence N87°05'07"W, 74.00 feet; thence S02°23'01"W, 155.80 feet;

thence N02°23'01"E, 413.69 feet;

thence C5) 114.35 feet along an arc of a curve to the right, having a radius of 337.00 feet and a chord that bears N54°19'19"W, 113.80 feet;

thence N39°26'35"W, 40.72 feet;

thence C6) 138.71 feet along an arc of a curve to the left, having a radius of 199.00 feet and a chord that bears N67°31'30"W, 135.92 feet;

thence N87°35'44"W, 55.56 feet;

thence continuing N87°35'44"W, 82.10 feet;

thence S01°15'18"W, 31.76 feet;

thence C7) 124.06 feet along an arc of a curve to the right, having a radius of 65.00 feet and a chord that bears S59°51'46"W, 106.07 feet;

thence N82°44'13"W, 27.94 feet;

thence C8) 65.46 feet along an arc of a curve to the right, having a radius of 78.00 feet and a chord that bears N21°25'04"W, 63.56 feet;

thence C9) 139.72 feet along an arc of a curve to the right, having a radius of 98.00 feet and a chord that bears N43°28'11"E, 128.18 feet;

thence S87°29'38"E, 140.18 feet;

thence S02°24'16"W, 68.10 feet to the POINT OF ENDING.

Curve Table

| Curve # | Length | Radius | Delta | CH. BRG. | Chord |
|---------|---------|---------|------------|-------------|---------|
| C1 | 178.90' | 80.00' | 128°07'45" | N07°31'42"W | 143.89' |
| C2 | 123.22' | 70.00' | 100°51'19" | S45°18'17"E | 107.91' |
| C3 | 41.60' | 337.00' | 7°04'20" | N80°45'46"W | 41.57' |
| C4 | 77.54' | 337.00' | 13°11'02" | N70°38'05"W | 77.37' |

SKETCH OF EASEMENT 10' WIDE FRANCHISE UTILITY EASEMENT

THE GLENS
AT CARLSON
PARK No. 1
(L.253,
P.31-40)

EAST-WEST
1/4 LINE OF
SECTION 16

THE GLENS AT CARLSON
PARK No. 2
(L.258, P.7-9)

VIRGILIA DR.
(50' WIDE-PUBLIC)

WALNUT FOREST
SITE CONDOMINIUM
O.C.C.P. NO. 1874

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

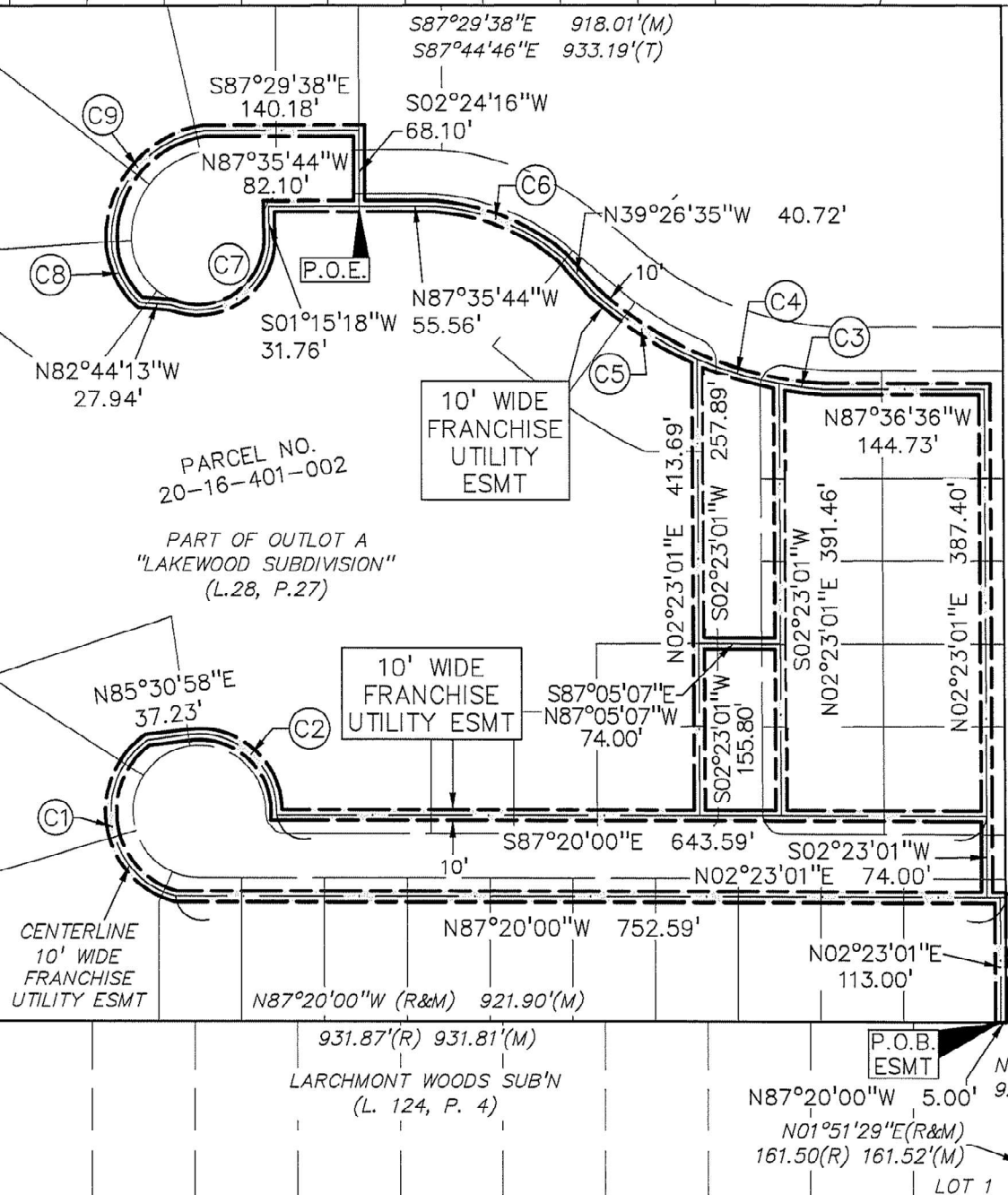
N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)

N02°33'30"E 917.94'(T)
N02°37'32"E 918.90'(M)



PARCEL NO.
20-16-401-002

PART OF OUTLOT A
"LAKWOOD SUBDIVISION"
(L.28, P.27)

10' WIDE
FRANCHISE
UTILITY ESMT

CENTERLINE
10' WIDE
FRANCHISE
UTILITY ESMT

P.O.B.
OVERALL

P.O.B.
ESMT

PARAGON AVE. (50' WIDE-PUBLIC)

SE COR.
LOT 1

CURVE TABLES



**PERMANENT EASEMENT
FOR SANITARY SEWERS**

Sidwell #88-20-16-401-002 (part of)

WEST TROY MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace sanitary sewers, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

WEST TROY MEADOWS, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of West Troy Meadows, LLC, a Michigan limited liability company, on behalf

EXHIBIT "A"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

VARIABLE WIDTH SANITARY EASEMENT "A"

A variable width sanitary sewer easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 523.34 feet; thence N87°36'59"W, 8.50 feet to the POINT OF BEGINNING

thence continuing along the centerline of a 17 foot wide easement, S02°23'01"W, 400.30 feet to the centerline of a 20 foot wide easement;

thence continuing as a 20 foot wide easement, N87°20'00"W, 258.50 feet;

thence N02°23'01"E, 403.65 feet;

thence S02°23'01"W, 403.65 feet;

thence N87°20'00"W, 463.84 feet;

thence N02°42'17"E, 94.00 feet to the POINT OF ENDING.

LEGAL DESCRIPTION (Per PEA, Inc.)

20' WIDE SANITARY SEWER EASEMENT "B"

A 20 foot wide sanitary sewer easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 683.71 feet to the POINT OF BEGINNING;

thence N89°11'24"W, 261.52 feet;

thence S41°10'34"W, 65.83 feet;

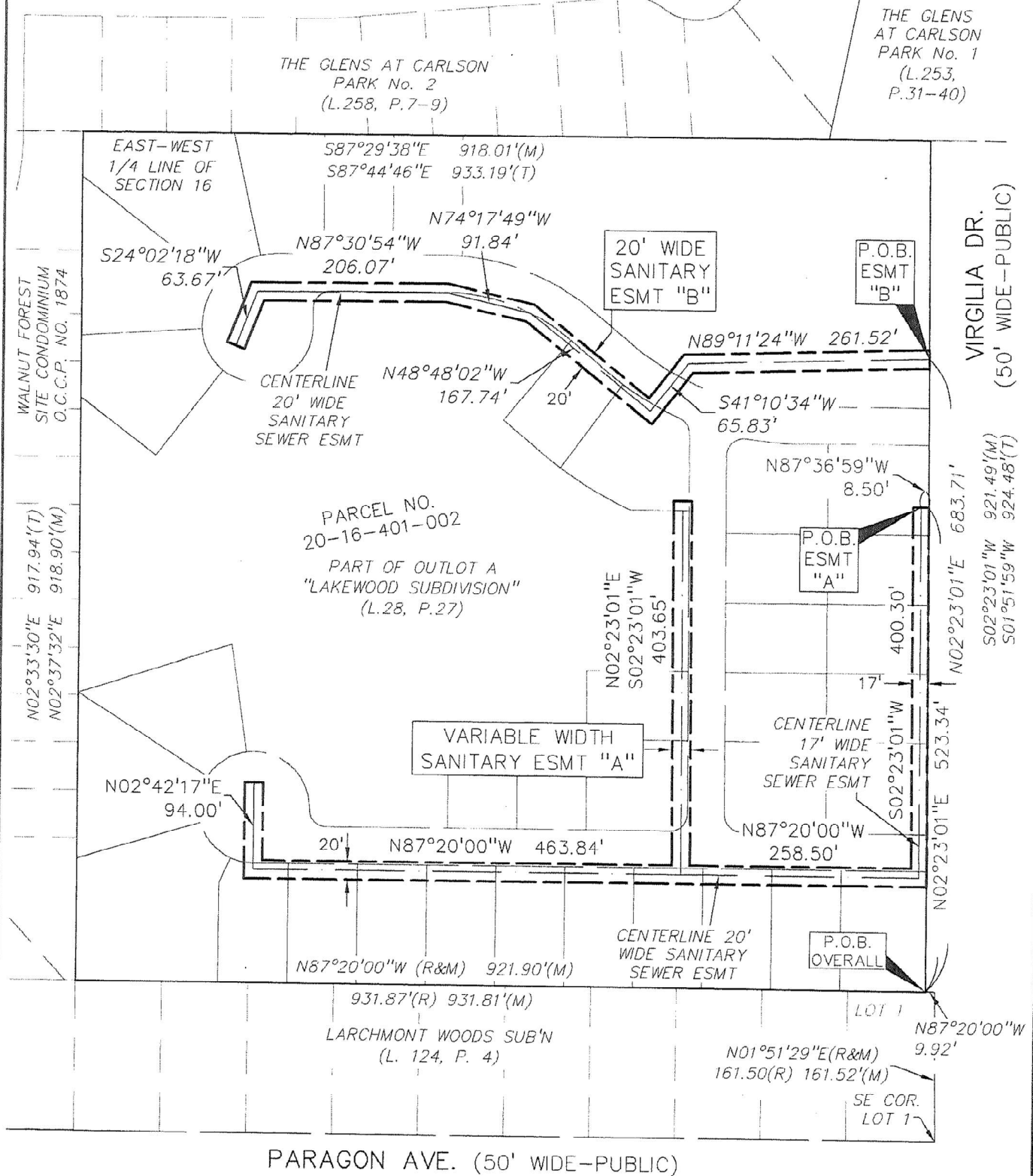
thence N48°48'02"W, 167.74 feet;

thence N74°17'49"W, 91.84 feet;

thence N87°30'54"W, 206.07 feet;

thence S24°02'18"W, 63.67 feet to the POINT OF ENDING.

THE GLENS
AT CARLSON
PARK No. 1
(L.253,
P.31-40)



**PERMANENT EASEMENT
FOR SIDEWALKS**

Sidwell #88-20-16-401-002 (part of)

WEST TROY MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace sidewalks, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January, A.D. 2019.

WEST TROY MEADOWS, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of West Troy Meadows, LLC, a Michigan limited liability company, on behalf

EXHIBIT "A"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

6 FOOT WIDE SIDEWALK EASEMENT "A"

A 6 foot wide sidewalk easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16. T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 127.00 feet to the POINT OF BEGINNING; thence N87°20'00"W, 730.82 feet; thence C1) 297.68 feet along an arc of a curve to the right, having a radius of 63.00 feet and a chord that bears N48°01'46"E, 88.53 feet; thence C2) 25.34 feet along an arc of a curve to the left, having a radius of 16.00 feet and a chord that bears S41°58'14"E, 22.77 feet; thence S87°20'00"E, 372.52 feet; thence C3) 25.21 feet along an arc of a curve to the left, having a radius of 16.00 feet and a chord that bears N47°31'30"E, 22.68 feet; thence N02°23'01"E, 410.38 feet; thence C4) 18.49 feet along an arc of a curve to the left, having a radius of 16.00 feet and a chord that bears N30°43'08"W, 17.48 feet; thence C5) 92.80 feet along an arc of a curve to the right, having a radius of 323.00 feet and a chord that bears N55°35'25"W, 92.48 feet; thence N47°21'33"W, 54.25 feet to the POINT OF ENDING.

LEGAL DESCRIPTION (Per PEA, Inc.)

6 FOOT WIDE SIDEWALK EASEMENT "B"

A 6 foot wide sidewalk easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16. T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 630.94 feet; thence N87°36°59"W, 142.22 feet; thence C6) 196.73 feet along an arc of a curve to the right, having a radius of 280.00 feet and a chord that bears N67°29'16"W, 192.71 feet; thence N47°21'33"W, 47.25 feet; thence N42°38'27"E, 3.00 feet to the POINT OF BEGINNING; thence N47°21'33"W, 8.62 feet; thence C7) 177.22 feet along an arc of a curve to the left, having a radius of 253.00 feet and a chord that bears N67°25'36"W, 173.62 feet; thence N87°29'38"W, 181.90 feet; thence C8) 130.20 feet along an arc of a curve to the left, having a radius of 83.00 feet and a chord that bears S47°33'57"W, 117.26 feet; thence C9) 58.22 feet along an arc of a curve to the left, having a radius of 63.00 feet and a chord that bears S23°50'59"E, 56.17 feet to the POINT OF ENDING.

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

VARIABLE WIDTH SIDEWALK EASEMENT "C"

A variable width sidewalk easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16. T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 170.00 feet to the POINT OF BEGINNING, also being Point "1";

thence L1) N87°20'00"W, 201.10 feet;

thence C10) 29.75 feet along an arc of a curve to the right, having a radius of 19.00 feet and a chord that bears N42°28'30"W, 26.80 feet;

thence L2) N02°23'01"E, 387.08 feet;

thence C11) 33.16 feet along an arc of a curve to the right, having a radius of 19.00 feet and a chord that bears N52°22'33"E, 29.11 feet;

thence C12) 55.76 feet along an arc of a curve to the left, having a radius of 320.00 feet and a chord that bears S82°37'27"E, 55.69 feet;

thence L3) S87°36'59"E, 142.22 feet to the aforementioned west line of Virgilia Avenue;

thence along said west line, L4) S02°23'01"W, 420.94 feet to the POINT OF BEGINNING.

EXCEPT

Commencing at the aforementioned Point "1"; thence L5) N69°53'20"W, 20.01 feet to the POINT OF BEGINNING;

thence L6) N87°20'00"W, 182.00 feet;

thence C13) 20.36 feet along an arc of a curve to the right, having a radius of 13.00 feet and a chord that bears N42°28'30"W, 18.34 feet

thence L7) N02°23'01"E, 387.08 feet;

thence C14) 22.69 feet along an arc of a curve to the right, having a radius of 13.00 feet and a chord that bears N52°22'33"E, 19.91 feet

thence C15) 56.81 feet along an arc of a curve to the left, having a radius of 326.00 feet and a chord that bears S82°37'27"E, 56.74 feet

thence L8) S87°36'59"E, 123.22 feet;

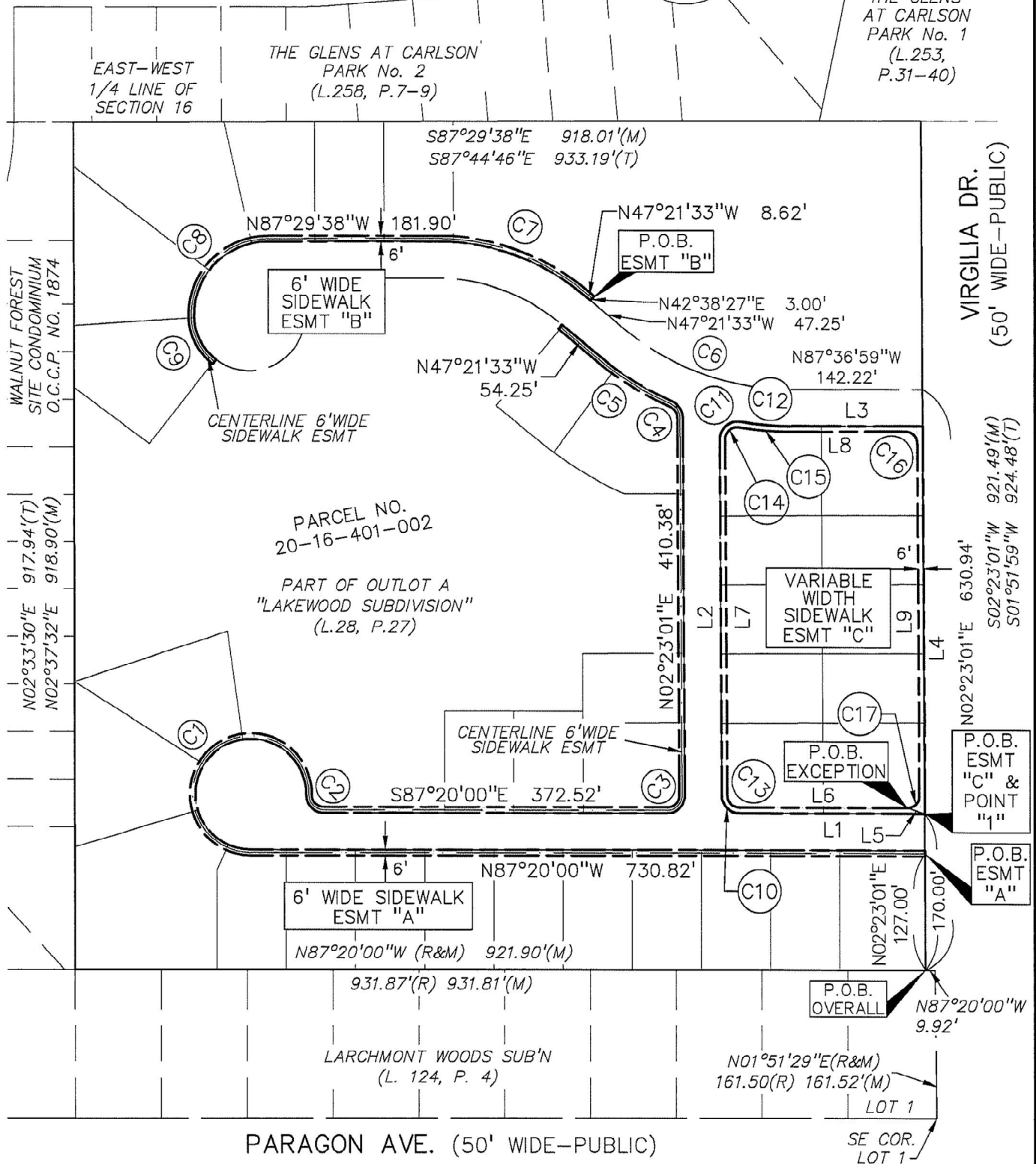
thence C16) 20.42 feet along an arc of a curve to the right, having a radius of 13.00 feet and a chord that bears S42°36'59"E, 18.38 feet

thence L9) S02°23'01"W, 382.85 feet;

thence C17) 20.48 feet along an arc of a curve to the right, having a radius of 13.00 feet and a chord that bears S47°31'30"W, 18.43 feet to the POINT OF BEGINNING.

SKETCH OF EASEMENT SIDEWALK EASEMENTS "A", "B" & "C"

THE GLENS
AT CARLSON
PARK No. 1
(L.253,
P.31-40)



**PERMANENT EASEMENT
FOR STORM SEWERS & SURFACE DRAINAGE**

Sidwell #88-20-16-401-002 (part of)

WEST TROY MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace storm sewers and surface drainage, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

WEST TROY MEADOWS, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of West Troy Meadows, LLC.

EXHIBIT "A"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

12' WIDE STORM SEWER EASEMENT "A"

A 12 foot storm sewer easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16. T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence continuing along said north line N87°20'00"W, 921.90 feet (recorded as 931.87 feet) to the east line of "Walnut Forest Site Condominium"; Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 359.69 feet to the POINT OF BEGINNING; thence S69°07'29"E, 76.40 feet to the POINT OF ENDING.

LEGAL DESCRIPTION (Per PEA, Inc.)

12' WIDE STORM SEWER EASEMENT "B"

A 12 foot storm sewer easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16. T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 692.99 feet to the POINT OF BEGINNING; thence N88°50'49"W, 266.00 feet; thence N21°34'56"W, 150.70 feet to the POINT OF ENDING.

EXHIBIT "A"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA, Inc.)

12' WIDE STORM SEWER EASEMENT "C"

A 12 foot storm sewer easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16. T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence continuing along said north line N87°20'00"W, 87.25 feet; thence N02°40'00"E, 12.39 feet to the POINT OF BEGINNING;

thence L1) N89°09'52"W, 156.06 feet;
thence L2) N87°52'11"W, 150.03 feet;
thence L3) N87°20'00"W, 306.00 feet;
thence L4) S87°20'00"E, 306.00 feet;
thence L5) N02°40'00"E, 132.26 feet to a Point of Branching "1";
thence L6) N87°20'00"W, 238.07 feet;
thence L7) N02°40'00"E, 29.48 feet;
thence L8) S02°40'00"W, 29.48 feet;
thence L9) N87°20'00"W, 59.43 feet to a Point of Ending;
thence continuing from Point of Branching "1", L10) S87°20'00"E, 113.40 feet;
thence L11) N02°26'24"E, 29.48 feet;
thence L12) S02°26'24"W, 29.48 feet;
thence L13) S87°20'00"E, 27.42 feet;
thence L14) S87°20'00"E, 87.41 feet;
thence L15) N03°07'58"E, 29.48 feet;
thence L16) S03°07'58"W, 29.48 feet;
thence L17) N87°20'00"W, 87.41 feet;
thence L18) N02°23'01"E, 94.76 feet;
thence L19) S87°36'59"E, 29.48 feet;
thence L20) N87°36'59"W, 29.48 feet;
thence L21) N02°23'01"E, 34.94 feet;
thence L22) N87°36'59"W, 124.26 feet;
thence L23) S87°36'59"E, 124.26 feet;
thence L24) N02°23'01"E, 248.76 feet;
thence L25) S87°36'59"E, 29.48 feet;
thence L26) N87°36'59"W, 29.48 feet;
thence L27) N02°23'01"E, 67.83 feet;
thence L28) N28°32'51"W, 52.24 feet to a Point of Branching "2";
thence L29) N28°19'28"E, 23.48 feet;
thence L30) N51°10'16"W, 148.69 feet;
thence L31) N37°36'18"E, 29.47 feet;
thence L32) N01°55'42"E, 48.76 feet;
thence L33) S01°55'42"W, 48.76 feet;
thence L34) S37°36'18"W, 29.47 feet;
thence L35) N63°03'06"W, 89.41 feet;
thence L36) S16°17'29"W, 29.48 feet;
thence L37) N16°17'29"E, 29.48 feet;
thence L38) N80°36'04"W, 58.02 feet;
thence L39) N87°29'38"W, 102.19 feet;
thence L40) S02°30'22"W, 23.48 feet;
thence L41) S62°53'13"W, 55.13 feet;
thence L42) S89°22'21"W, 29.50 feet to a Point of Ending;
thence continuing from Point of Branching "2", L43) S69°39'14"E, 86.54 feet;
thence L44) S84°28'58"E, 86.36 feet;
thence L45) S02°22'34"W, 336.76 feet;
thence L46) N02°22'34"E, 336.76 feet;
thence L47) S87°36'58"E, 96.04 feet;

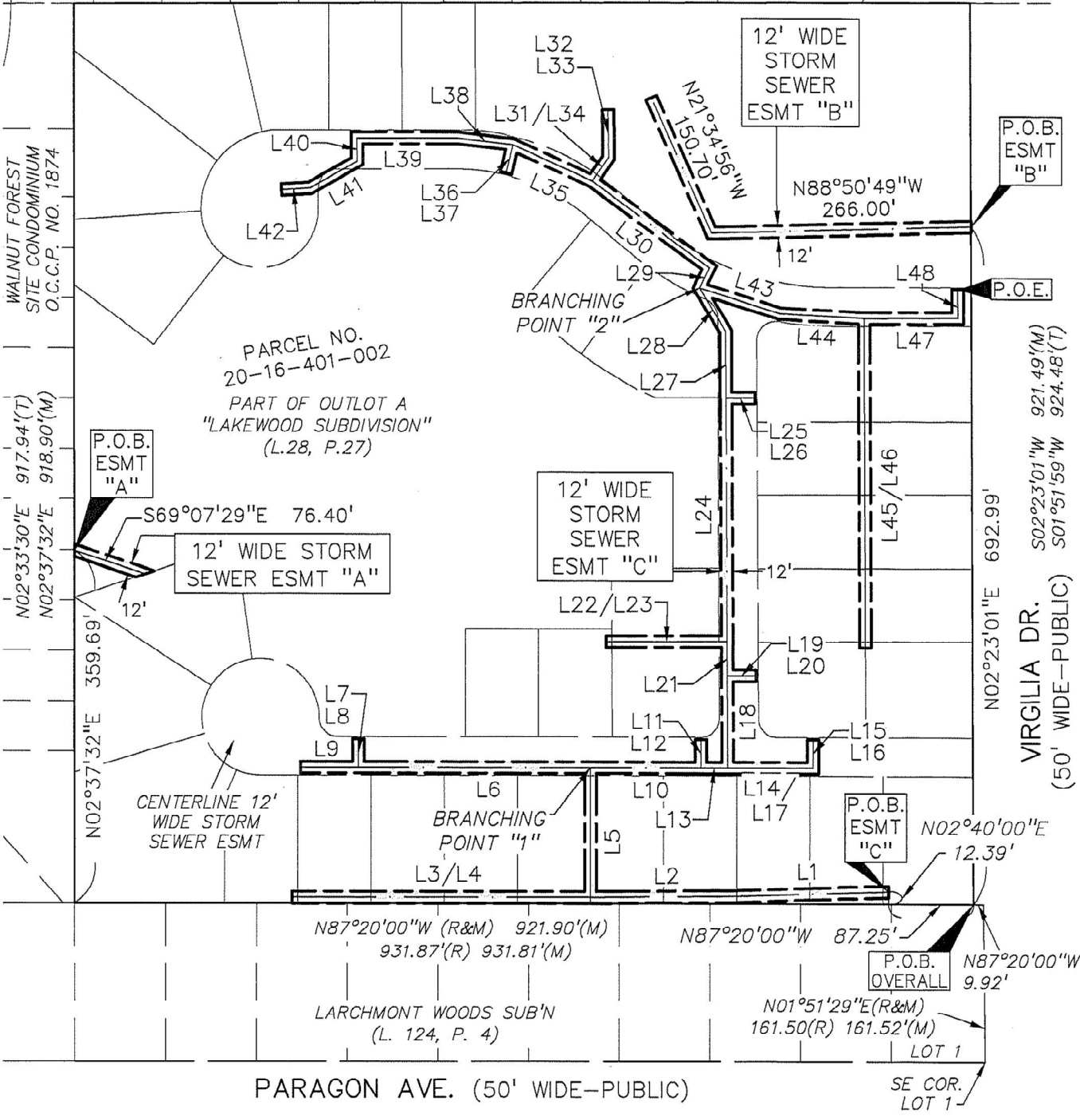
SKETCH OF EASEMENT 12' WIDE STORM SEWER EASEMENTS "A", "B" & "C"

THE GLENS
AT CARLSON
PARK No. 1
(L.253,
P.31-40)

THE GLENS AT CARLSON
PARK No. 2
(L.258, P.7-9)

EAST-WEST
1/4 LINE OF
SECTION 16

S87°29'38"E 918.01'(M)
S87°44'46"E 933.19'(T)



LINE TABLE

N

**PERMANENT EASEMENT
FOR WATER MAINS**

Sidwell #88-20-16-401-002 (part of)

WEST TROY MEADOWS, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace water mains, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

WEST TROY MEADOWS, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of West Troy Meadows, LLC, a Michigan limited liability company, on behalf
of the company.

LEGAL DESCRIPTIONS

EXHIBIT "A"

LEGAL DESCRIPTION

(as surveyed by PEA, Inc.)

PARCEL ID 20-16-401-002

Part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet (recorded as 161.50 feet) to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision", and the POINT OF BEGINNING;

thence continuing along said north line N87°20'00"W, 921.90 feet (recorded as 931.87 feet) to the east line of "Walnut Forest Site Condominium", Oakland County Condominium Plan No. 1874; thence along said east line N02°37'32"E, 918.90 feet (recorded as N02°33'30"E, 917.94 feet) to the south line of "The Glens at Carlson Park No. 2", said line also being the East-West 1/4 line of Section 16, as recorded in Liber 258, Pages 7-9 of Plats; Thence along said south line S87°29'38"E, 918.01 feet (recorded as S87°44'46"E, 933.19 feet) to the aforementioned west line of Virgilia Avenue (50 feet wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line S02°23'01"W, 921.49 feet (recorded as S01°51'59"W, 924.48 feet) to the POINT OF BEGINNING. Containing 19.434 acres of land, more or less.

LEGAL DESCRIPTION (Per PEA, Inc.)

20' WIDE WATER MAIN EASEMENT

A 20 foot wide water main easement over part of Outlot A, of "Lakewood Subdivision", a subdivision located in the SE 1/4 of Section 16, T.2N., R.11E., City of Troy, Oakland County, Michigan, as recorded in Liber 28, Page 27 of Plats; the centerline of said easement being more particularly described as:

COMMENCING at the southeast corner of Lot 1 of "Larchmont Woods Sub'n" as recorded in Liber 124, Page 4 of Plats, said corner lying at the intersection of the north line of Paragon Avenue (50' wide) and the west line of Virgilia Avenue (50' wide); thence along the west line of Virgilia Avenue, as monumented per said "Larchmont Woods Sub'n", N01°51'29"E, 161.52 feet to a found 4" diameter round concrete monument at the northeast corner of said "Larchmont Woods Sub'n"; thence N87°20'00"W, 9.92 feet along the north line of said "Larchmont Woods Sub'n" to the west line of Virgilia Avenue (50' wide) as monumented per the aforementioned "Lakewood Subdivision"; thence along said west line N02°23'01"E, 177.00 feet to the POINT OF BEGINNING;

thence N87°20'00"W, 213.00 feet to Point of Branching "A";

thence continuing N87°20'00"W, 444.05 feet;

thence N45°20'00"W, 21.72 feet;

thence N02°40'00"E, 14.94 feet;

thence C1) 248.59 feet along an arc of a curve to the left, having a radius of 58.51 feet and a chord that bears S45°05'14"W, 99.53 feet;

thence S87°20'00"E, 57.97 feet to a Point of Ending;

thence continuing from said Point of Branching "A", N02°23'01"E, 403.64 feet;

thence N14°30'56"E, 60.77 feet to Point of Branching "B";

thence C2) 58.44 feet along an arc of a curve to the left, having a radius of 276.00 feet and a chord that bears S81°33'02"E, 58.33 feet;

thence S87°36'59"E, 142.22 feet to the aforementioned west line of Virgilia Avenue and a Point of Ending;

thence continuing from said Point of Branching "B", C3) 135.48 feet along an arc of a curve to the right, having a radius of 276.00 feet and a chord that bears N61°25'19"W, 134.13 feet;

thence N44°17'08"W, 55.95 feet;

thence C4) 180.02 feet along an arc of a curve to the left, having a radius of 257.00 feet and a chord that bears N67°25'36"W, 176.37 feet;

thence N87°29'38"W, 206.48 feet;

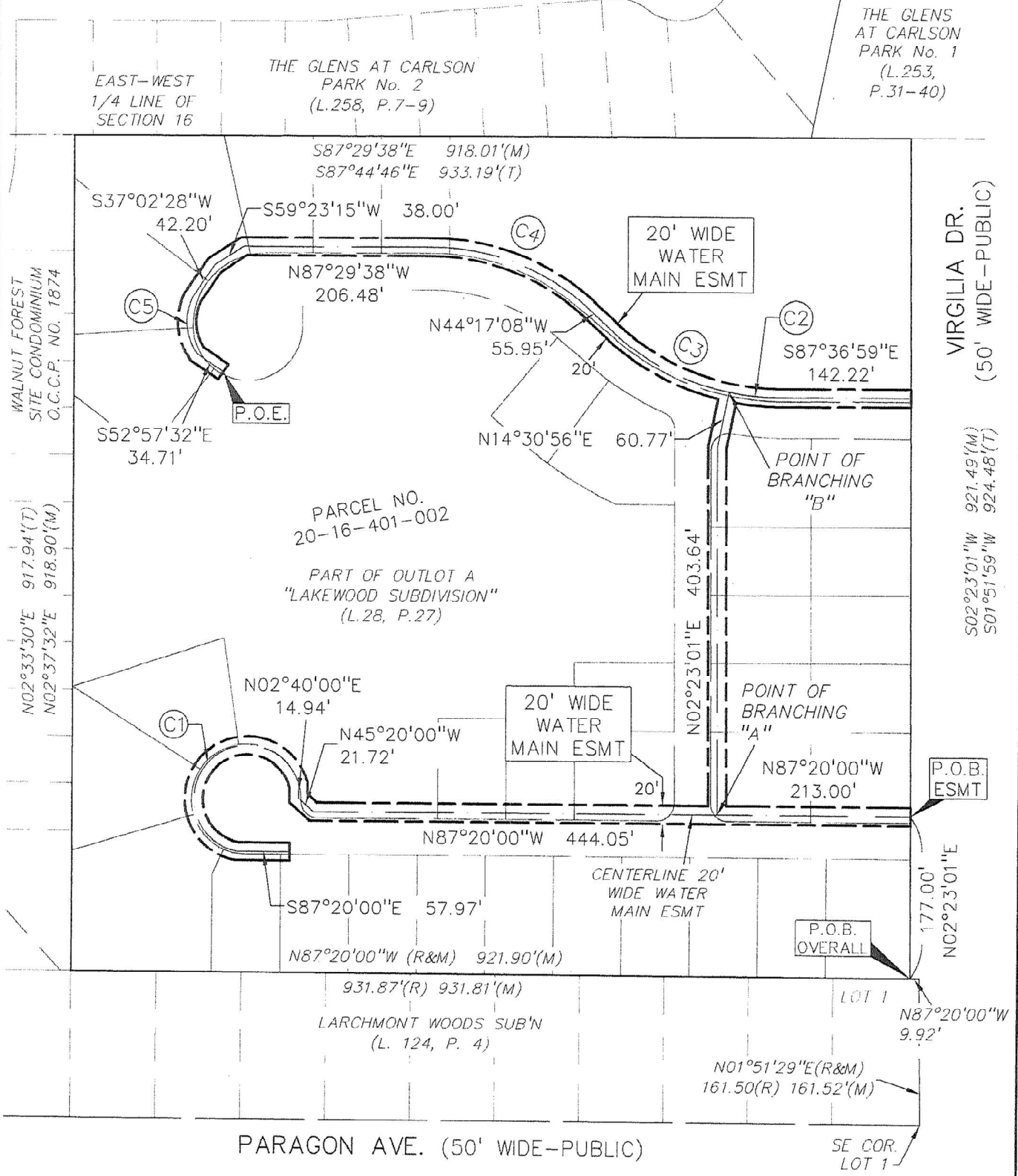
thence S59°23'15"W, 38.00 feet;

thence S37°02'28"W, 42.20 feet;

thence C5) 65.61 feet along an arc of a curve to the left, having a radius of 61.12 feet and a chord that bears S01°56'40"W, 60.51 feet;



SKETCH OF EASEMENT 20' WIDE WATER MAIN EASEMENT



Curve Table

| Curve # | Length | Radius | Delta | CH. BRG. | Chord |
|---------|---------|---------|------------|-------------|--------|
| C1 | 248.59' | 58.51' | 243°27'05" | S45°05'14"W | 99.53' |
| C2 | 58.44' | 276.00' | 12°07'55" | S81°33'02"E | 58.33' |



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-09

CITY COUNCIL AGENDA ITEM

Date: January 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Six Permanent Easements – Chadbury Place Site Condominium, Section 13, Sidwell #88-20-13-127-020

History

Mondrian Properties has proposed Chadbury Place Site Condominium, a 16-unit one family cluster development located in the northwest ¼ of Section 13 on the south Side of Long Lake, east of John R Road.

City Council granted preliminary site plan approval at their May 20, 2019 meeting (Resolution #2019-05-054).

As part of the proposed development, the City of Troy received six permanent easements for emergency ingress/egress, public utility & franchise utilities, sanitary sewers, sidewalks, storm sewers & surface drainage, and water mains. The grantor of these property rights is Chadbury Place, LLC, owner of the property having Sidwell #88-20-13-127-020.

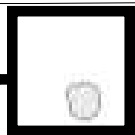
Financial

The consideration amount on each document is \$1.00.

Recommendation

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

RY →



**PERMANENT EASEMENT
FOR EMERGENCY INGRESS/EGRESS**

Sidwell # 88-20-13-127-020 (pt. of)

CHADBURY PLACE, LLC, a Michigan limited liability company, Grantor, whose address is 101 Ingram Drive, Troy, MI 48098 for and in consideration of the sum of: One 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 grants to the Grantee **the right to traverse over all roads by emergency and/or service vehicles for the purpose of ingress and egress for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services** over the real property situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO & 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 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 _____ signature(s)
this 3rd day of January A.D. 2019.

CHADBURY PLACE, LLC,
a Michigan limited liability company

By: 
*Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument as acknowledged before me this 3rd day of January 2019 by Joseph Maniaci, Member of Chadbury Place, LLC, a Michigan limited liability company, on behalf of the company.



LEGAL DESCRIPTIONS

EXHIBIT "A"

LEGAL DESCRIPTION

(As Surveyed by PEA, Inc.)

PARCEL ID 20-13-127-020

Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, described as Commencing at the North 1/4 Corner of said Section 13, thence along the north line of said section S89°53'00"W, 493.35 feet, previously recorded as 492.80 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide) and the Point of Beginning; thence the following three courses along "Windmill Pointe Sub No. 2" as recorded in Liber 129, Page 36, Oakland County Records, S00°11'12"E, 445.60 feet and S89°53'00"W, 510.00 feet and N00°11'12"W, 445.60 feet to the aforementioned south line the East Long Lake Road; thence along said south line, N89°53'00"E, 510.00 to the Point of Beginning. Containing 5.217 acres of land more or less.

LEGAL DESCRIPTION

(per PEA, Inc.)

VARIABLE WIDTH INGRESS/EGRESS EASEMENT

A variable width easement over part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13; thence along the north line of said section S89°53'00"W, 493.35 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide); thence along said south line, S89°53'00"W, 110.00 feet to the POINT OF BEGINNING;

thence S00°11'12"E, 345.98 feet;

thence C1) 112.42 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears S53°29'19"W, 96.68 feet;

thence C2) 14.54 feet along an arc of a curve to the left, having a radius of 48.00 feet and a chord that bears N81°30'41"W, 14.48 feet;

thence S89°48'48"W, 90.02 feet;

thence C3) 14.80 feet along an arc of a curve to the left, having a radius of 48.00 feet and a chord that bears S80°58'54"W, 14.74 feet;

thence C4) 131.07 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears N45°16'01"W, 106.52 feet;

thence C5) 14.66 feet along an arc of a curve to the left, having a radius of 48.00 feet and a chord that bears N08°33'53"E, 14.61 feet;

thence N00°11'12"W, 134.17 feet;

thence C6) 59.09 feet along an arc of a curve to the left, having a radius of 48.00 feet and a chord that bears N35°27'04"W, 55.43 feet;

thence C7) 236.28 feet along an arc of a curve to the right, having a radius of 54.00 feet and a chord that bears N54°38'13"E, 88.09 feet;

thence S00°11'12"E, 258.56 feet;

thence C8) 29.85 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears S45°11'12"E, 26.87 feet;

thence N89°48'48"E, 152.00 feet;

thence C9) 29.85 feet along an arc of a curve to the left, having a radius of 19.00 feet and a chord that bears N44°48'48"E, 26.87 feet;

thence N00°11'12"W, 342.12 feet to the aforementioned south line of East Long Lake Road;

thence along said south line, N89°53'00"E, 40.00 feet to the POINT OF BEGINNING.

SKETCH OF INGRESS/EGRESS EASEMENT

NW CORNER
SECTION 13
T.2N., R.11E.

N 1/4
SECTION
13
T.02N.,
R.11E.

E. LONG LAKE ROAD
(120' WIDE - PUBLIC)

SOUTH LINE EAST
LONG LAKE RD.

N89°53'00"E 510.00'

N89°53'00"E
40.00'

S89°53'00"W
493.35'

S00°11'12"E
60.00'

110.00'
S89°53'00"W

P.O.B.
OVERALL

P.O.B.
ESMT

VARIABLE WIDTH
ESMT

PARCEL NO.
20-13-127-020

N00°11'12"W 342.12'

S00°11'12"E 345.98'

VARIABLE WIDTH
ROAD ESMT

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

S00°11'12"E 445.60'

N89°48'48"E
152.00'

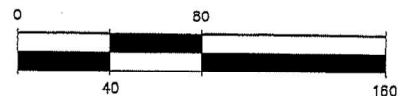
90.02'
S89°48'48"W

S89°53'00"W 510.00'

"WINDMILL POINTE
SUB NO. 2"
(L.129 P.36-40)

Curve Table

| Curve # | Length | Radius | Delta | CH. BRG. | Chord |
|---------|---------|--------|------------|-------------|---------|
| C1 | 112.42' | 60.00' | 107°21'01" | S53°29'19"W | 96.68' |
| C2 | 14.54' | 48.00' | 17°21'01" | N81°30'41"W | 14.48' |
| C3 | 14.80' | 48.00' | 17°39'48" | S80°58'54"W | 14.74' |
| C4 | 131.07' | 60.00' | 125°09'57" | N45°16'01"W | 106.52' |
| C5 | 14.66' | 48.00' | 17°30'09" | N08°33'53"E | 14.61' |



GRAPHIC SCALE
1" = 80'

N



**PERMANENT EASEMENT
FOR PUBLIC & FRANCHISE UTILITIES**

Sidwell #88-20-13-127-202 (part of)

CHADBURY PLACE, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace public utility & franchise utilities, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

CHADBURY PLACE, LLC,
a Michigan limited liability company

By [Signature] (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of Chadbury Place, LLC, a Michigan limited liability company, on behalf of
the company.

LEGAL DESCRIPTIONS EXHIBIT "A"

LEGAL DESCRIPTION

(As Surveyed by PEA, Inc.)

PARCEL ID 20-13-127-020

Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, described as Commencing at the North 1/4 Corner of said Section 13, thence along the north line of said section S89°53'00"W, 493.35 feet, previously recorded as 492.80 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide) and the Point of Beginning; thence the following three courses along "Windmill Pointe Sub No. 2" as recorded in Liber 129, Page 36, Oakland County Records, S00°11'12"E, 445.60 feet and S89°53'00"W, 510.00 feet and N00°11'12"W, 445.60 feet to the aforementioned south line the East Long Lake Road; thence along said south line, N89°53'00"E, 510.00 to the Point of Beginning. Containing 5.217 acres of land more or less.

LEGAL DESCRIPTION

(per PEA, Inc.)

10' WIDE FRANCHISE UTILITY EASEMENT

A 10 foot wide franchise utility easement over part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, the centerline of said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13; thence along the north line of said section S89°53'00"W, 493.35 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide); thence along said south line, S89°53'00"W, 88.00 feet to the POINT OF BEGINNING;

thence S00°11'12"E, 345.51 feet;

thence C1) 147.95 feet along an arc of a curve to the right, having a radius of 84.93 feet and a chord that bears S50°44'40"W, 129.94 feet;

thence N68°53'54"W, 12.16 feet;

thence S89°44'52"W, 97.47 feet;

thence C2) 173.63 feet along an arc of a curve to the right, having a radius of 82.12 feet and a chord that bears N48°58'41"W, 143.05 feet;

thence N11°02'04"E, 17.00 feet;

thence N00°12'56"W, 130.01 feet;

thence N89°48'48"E, 87.07 feet;

thence N00°11'12"W, 182.46 feet to the aforementioned south line of East Long Lake;

thence S00°11'12"E, 182.46 feet;

thence continuing S00°11'12"E, 153.86 feet;

thence N89°48'48"E, 140.00 feet;

thence N00°11'12"W, 280.74 feet;

thence N89°48'48"E, 15.00 feet;

thence N00°11'12"W, 55.39 feet to the aforementioned south line of East Long Lake and the POINT OF ENDING.

SKETCH OF EASEMENT 10' WIDE FRANCHISE UTILITY EASEMENT

NW CORNER
SECTION 13
T.2N., R.11E.

N 1/4
SECTION
13
T.02N.,
R.11E.



NORTH LINE
SECTION 13

E. LONG LAKE ROAD
(120' WIDE - PUBLIC)

SOUTH LINE EAST
LONG LAKE RD.

N89°53'00"E 510.00'

S89°53'00"W
493.35'

S00°11'12"E
60.00'

P.O.B.
ESMT

P.O.B.
OVERALL

10' WIDE
FRANCHISE
UTILITY
ESMT

10' WIDE
FRANCHISE
UTILITY
ESMT

PARCEL NO.
20-13-127-020

CENTERLINE
10' WIDE
FRANCHISE
UTILITY ESMT

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

N00°11'12"W 445.60'

S00°11'12"E 445.60'

N00°12'56"W
130.01'

N11°02'04"E
17.00'

S00°11'12"E
153.86'

N00°11'12"W 280.74'

N89°48'48"E
140.00'

N89°48'48"E
87.07'

N00°11'12"W 55.39'

N89°48'48"E
15.00'

88.00'
S89°53'00"W

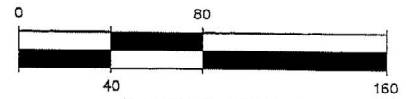
S89°53'00"W 510.00'

N68°53'54"W 12.16'

"WINDMILL POINTE
SUB NO. 2"
(L.129 P.36-40)

Curve Table

| Curve # | Length | Radius | Delta | CH. BRG. | Chord |
|---------|---------|--------|------------|-------------|---------|
| C1 | 147.95' | 84.93' | 99°48'26" | S50°44'40"W | 129.94' |
| C2 | 173.63' | 82.12' | 121°08'17" | N48°58'41"W | 143.05' |



N



**PERMANENT EASEMENT
FOR SANITARY SEWERS**

Sidwell #88-20-13-127-020 (part of)

CHADBURY PLACE, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace sanitary sewers, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

CHADBURY PLACE, LLC,
a Michigan limited liability company

By [Signature] (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019, by Joseph Maniaci, Member of Chadbury Place, LLC, a Michigan limited liability company, on behalf of the company.

LEGAL DESCRIPTIONS

EXHIBIT "A"

LEGAL DESCRIPTION

(As Surveyed by PEA, Inc.)

PARCEL ID 20-13-127-020

Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, described as Commencing at the North 1/4 Corner of said Section 13, thence along the north line of said section S89°53'00"W, 493.35 feet, previously recorded as 492.80 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide) and the Point of Beginning; thence the following three courses along "Windmill Pointe Sub No. 2" as recorded in Liber 129, Page 36, Oakland County Records, S00°11'12"E, 445.60 feet and S89°53'00"W, 510.00 feet and N00°11'12"W, 445.60 feet to the aforementioned south line the East Long Lake Road; thence along said south line, N89°53'00"E, 510.00 to the Point of Beginning. Containing 5.217 acres of land more or less.

LEGAL DESCRIPTION

(per PEA, Inc.)

20' WIDE SANITARY SEWER EASEMENT

A 20 foot wide sanitary sewer easement over part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, the centerline of said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13; thence along the north line of said section S89°53'00"W, 493.35 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide); thence along "Windmill Pointe Sub No. 2" as recorded in Liber 129, Page 36, Oakland County Records, the following two courses: S00°11'12"E, 445.60 feet and S89°53'00"W, 79.23 feet to the POINT OF BEGINNING;

thence N00°46'34"W, 8.51 feet;

thence N80°10'59"W, 78.88 feet;

thence N02°33'38"W, 72.42 feet;

thence N00°11'12"W, 290.74 feet;

thence S00°11'12"E, 290.74 feet;

thence S89°48'48"W, 170.00 feet;

thence N00°11'12"W, 268.81 feet to the POINT OF ENDING.

SKETCH OF EASEMENT 20' WIDE SANITARY SEWER EASEMENT

NW CORNER
SECTION 13
T.2N., R.11E.

N 1/4
SECTION
13
T.02N.,
R.11E.

E. LONG LAKE ROAD
(120' WIDE - PUBLIC)

NORTH LINE
SECTION 13

SOUTH LINE EAST
LONG LAKE RD.

N89°53'00"E 510.00'

S89°53'00"W
493.35'

S00°11'12"E
60.00'

P.O.B.
OVERALL

CENTERLINE 20'
WIDE SANITARY
SEWER ESMT

PARCEL NO.
20-13-127-020

20' WIDE
SANITARY
SEWER ESMT

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

S00°11'12"E 445.60'

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

N00°11'12"W 445.60'

N00°11'12"W 268.81'

20'

N00°11'12"W 290.74'
S00°11'12"E

S89°48'48"W 170.00'

20'

N02°33'38"W
72.42'

N80°10'59"W
78.88'

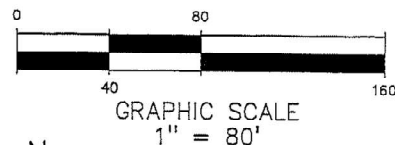
79.23'

S89°53'00"W 510.00'

N00°46'34"W
8.51'

P.O.B.
ESMT

"WINDMILL POINTE
SUB NO. 2"
(L.129 P.36-40)



N

**PERMANENT EASEMENT
FOR SIDEWALKS**

Sidwell #88-20-13-127-020 (part of)

CHABURY PLACE, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace sidewalks, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF


and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

CHADBURY PLACE, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of Chadbury Place, LLC, a Michigan limited liability company, on behalf of
the company.

LEGAL DESCRIPTIONS

EXHIBIT "A"

LEGAL DESCRIPTION

(per PEA, Inc.)

VARIABLE WIDTH SIDEWALK EASEMENT

A variable width sidewalk easement over part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13; thence along the north line of said section S89°53'00"W, 493.35 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide); thence along said south line, S89°53'00"W, 88.98 feet to the POINT OF BEGINNING;

thence S44°25'11"W, 21.40 feet; thence S00°11'12"E, 330.72 feet;

thence C1) 123.66 feet along an arc of a curve to the right, having a radius of 66.00 feet and a chord that bears S53°29'19"W, 106.35 feet;

thence C2) 12.72 feet along an arc of a curve to the left, having a radius of 42.00 feet and a chord that bears N81°30'41"W, 12.67 feet;

thence S89°48'48"W, 90.02 feet; thence C3) 12.95 feet along an arc of a curve to the left, having a radius of 42.00 feet and a chord that bears S80°58'54"W, 12.90 feet;

thence C4) 144.18 feet along an arc of a curve to the right, having a radius of 66.00 feet and a chord that bears N45°16'01"W, 117.17 feet;

thence C5) 12.83 feet along an arc of a curve to the left, having a radius of 42.00 feet and a chord that bears N08°33'53"E, 12.78 feet;

thence N00°11'12"W, 134.17 feet; thence C6) 51.70 feet along an arc of a curve to the left, having a radius of 42.00 feet and a chord that bears N35°27'04"W, 48.50 feet;

thence C7) 168.71 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears N09°50'15"E, 118.37 feet;

thence N00°07'00"W, 23.70 feet to the aforementioned south line of East Long Lake Road;

thence along said south line, N89°53'00"E, 7.00 feet; thence S00°07'00"E, 24.17 feet;

thence C8) 86.80 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears S41°27'47"E, 79.43 feet;

thence S00°11'12"E, 258.55 feet; thence C9) 20.42 feet along an arc of a curve to the left, having a radius of 13.00 feet and a chord that bears S45°11'12"E, 18.38 feet;

thence N89°48'48"E, 152.00 feet; thence C10) 20.42 feet along an arc of a curve to the left, having a radius of 13.00 feet and a chord that bears N44°48'48"E, 18.38 feet;

thence N00°11'12"W, 327.37 feet;

thence N45°11'12"W, 20.90 feet to the aforementioned south line of East Long Lake Road;

thence along said south line, N89°53'00"E, 20.78 feet; thence S00°11'12"E, 342.12 feet;

thence C11) 29.85 feet along an arc of a curve to the right, having a radius of 19.00 feet and a chord that bears S44°48'48"W, 26.87 feet;

thence S89°48'48"W, 152.00 feet; thence C12) 29.85 feet along an arc of a curve to the right, having a radius of 19.00 feet and a chord that bears N45°11'12"W, 26.87 feet;

thence N00°11'12"W, 258.56 feet; thence C13) 236.28 feet along an arc of a curve to the left, having a radius of 54.00 feet and a chord that bears S54°38'13"W, 88.09 feet;

thence C14) 59.09 feet along an arc of a curve to the right, having a radius of 48.00 feet and a chord that bears S35°27'04"E, 55.43 feet;

thence S00°11'12"E, 134.17 feet; thence C15) 14.66 feet along an arc of a curve to the right, having a radius of 48.00 feet and a chord that bears S08°33'53"W, 14.61 feet;

thence C16) 131.07 feet along an arc of a curve to the left, having a radius of 60.00 feet and a chord that bears S45°16'01"E, 106.52 feet;

thence C17) 14.80 feet along an arc of a curve to the right, having a radius of 48.00 feet and a chord that bears N80°58'54"E, 14.74 feet;

thence N89°48'48"E, 90.02 feet; thence C18) 14.54 feet along an arc of a curve to the right, having a radius of 48.00 feet and a chord that bears S81°30'41"E, 14.48 feet;

thence C19) 112.42 feet along an arc of a curve to the left, having a radius of 60.00 feet and a chord that bears N53°29'19"E, 96.68 feet;

thence N00°11'12"W, 345.98 feet to the aforementioned south line of East Long Lake Road;

thence along said south line, N89°53'00"E, 21.03 feet to the POINT OF BEGINNING.

SKETCH OF EASEMENT VARIABLE WIDTH SIDEWALK EASEMENT

NW CORNER
SECTION 13
T.2N., R.11E.

N 1/4
SECTION
13
T.02N.,
R.11E.

E. LONG LAKE ROAD

NORTH LINE
SECTION 13

(120' WIDE - PUBLIC)

SOUTH LINE EAST
LONG LAKE RD.

N89°53'00"E
7.00'

N89°53'00"E 20.78'
N89°53'00"E 510.00'

N89°53'00"E
21.03'

S89°53'00"W
493.35'

S00°11'12"E
60.00'

P.O.B.
ESMT

P.O.B.
OVERALL

N00°07'00"W
23.70'

S00°07'00"E 24.17'

N45°11'12"W 20.90'

88.98'
S89°53'00"W
S44°25'11"W
21.40'

VARIABLE
WIDTH
SIDEWALK
ESMT

PARCEL NO.
20-13-127-020

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

N00°11'12"W 445.60'

N00°11'12"W
134.17'

S00°11'12"E 134.17'

N00°11'12"W 258.56'

S00°11'12"E 258.55'

N00°11'12"W 327.37'

S00°11'12"E 342.12'

N00°11'12"W 345.98'

S00°11'12"E 330.72'

VARIABLE
WIDTH
SIDEWALK
ESMT

S00°11'12"E 445.60'

N89°48'48"E 152.00'

S89°48'48"W 152.00'

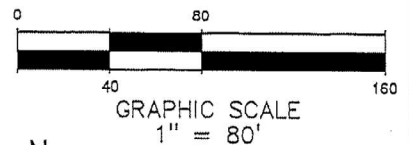
N89°48'48"E 90.02'

S89°48'48"W 90.02'

S89°53'00"W 510.00'

"WINDMILL POINTE
SUB NO. 2"
(L.129 P.36-40)

SEE SHEET 2 FOR
CURVE TABLE



N

**PERMANENT EASEMENT
FOR STORM SEWERS & SURFACE DRAINAGE**

Sidwell #88-20-13-127-020 (part of)

CHADBURY PLACE, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace storm sewers and surface drainage, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

CHADBURY PLACE, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of Chadbury Place, LLC, a Michigan limited liability company.

LEGAL DESCRIPTIONS

EXHIBIT "A"

LEGAL DESCRIPTION

(As Surveyed by PEA, Inc.)

PARCEL ID 20-13-127-020

Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, described as Commencing at the North 1/4 Corner of said Section 13, thence along the north line of said section S89°53'00"W, 493.35 feet, previously recorded as 492.80 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide) and the Point of Beginning; thence the following three courses along "Windmill Pointe Sub No. 2" as recorded in Liber 129, Page 36, Oakland County Records, S00°11'12"E, 445.60 feet and S89°53'00"W, 510.00 feet and N00°11'12"W, 445.60 feet to the aforementioned south line the East Long Lake Road; thence along said south line, N89°53'00"E, 510.00 to the Point of Beginning. Containing 5.217 acres of land more or less.

LEGAL DESCRIPTION

(per PEA, Inc.)

VARIABLE WIDTH STORM SEWER EASEMENT

A variable width storm sewer easement over part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, the centerline of said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13; thence along the north line of said section S89°53'00"W, 493.35 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide); thence along "Windmill Pointe Sub No. 2", as recorded in Liber 129, Pages 36, Oakland County Records, S00°11'12"E, 36.50 feet; thence S89°48'48"W, 6.00 feet to the POINT OF BEGINNING;

thence continuing along the centerline of a 12 foot wide easement, S00°11'12"E, 387.36 feet;

thence L1) S20°41'34"W, 16.83 feet;

thence L2) S45°07'32"E, 8.49 feet to a point on the aforementioned line of "Windmill Pointe Sub No. 2";

thence L3) N45°07'32"W, 8.49 feet;

thence L4) S89°53'00"W, 65.26 feet;

thence L5) N89°53'00"E, 65.26 feet

thence N78°50'41"W, 113.02 feet;

thence N22°01'17"W, 52.94 feet to Point of Branching "1";

thence N00°11'12"W, 100.71 feet;

thence N89°48'48"E, 136.50 feet;

thence S89°48'48"W, 136.50 feet;

thence N00°11'12"W, 150.02 feet;

thence N89°48'48"E, 31.00 feet to a Point of Ending;

thence continuing as a 12 foot wide easement from said Point of Branching "1", S89°41'56"W, 102.50 feet to Point of Branching "2";

thence N00°11'10"W, 325.94 feet;

thence N89°48'48"E, 80.00 feet to a Point of Ending;

thence continuing as a 12 foot wide easement from said Point of Branching "2", S00°11'10"E, 72.38 feet;

thence continuing along the centerline of a 9 foot wide easement, N89°53'00"E, 83.36 feet;

thence S89°53'00"W, 83.36 feet;

thence continuing S89°53'00"W, 222.49 feet to a Point of Ending;

thence continuing as a 12 foot wide easement from said Point of Branching "2", S89°41'56"W, 127.50 feet;

thence N00°11'12"W, 127.62 feet;

thence continuing N00°11'12"W, 69.98 feet;

thence N89°48'48"E, 31.00 feet;

thence S89°48'48"W, 31.00 feet;

thence S00°11'12"E, 69.98 feet;

thence S89°48'59"W, 112.67 feet;

thence N00°11'12"W, 81.00 feet;

thence S00°11'12"E, 81.00 feet;

SKETCH OF EASEMENT VARIABLE WIDTH STORM SEWER EASEMENT

NW CORNER
SECTION 13
T.2N., R.11E.

N 1/4
SECTION
13
T.02N.,
R.11E.

E. LONG LAKE ROAD
(120' WIDE - PUBLIC)

NORTH LINE
SECTION 13

SOUTH LINE EAST
LONG LAKE RD.

N89°53'00"E 510.00'

S00°11'12"E 36.50'

S89°53'00"W
493.35'

S00°11'12"E
60.00'

PARCEL NO.
20-13-127-020

12' WIDE
STORM
SEWER
ESMT

N89°48'48"E
80.00'

S89°48'48"W
6.00'

P.O.B.
OVERALL

P.O.B.
ESMT

N89°48'48"E
31.00'

N89°48'48"E
S89°48'48"W
31.00'

N00°11'12"W
S00°11'12"E
81.00'

N00°11'12"W
S00°11'12"E
69.98'

CENTERLINE
12' WIDE
STORM
SEWER ESMT

N89°48'48"E

S89°48'48"W
136.50'

BRANCHING
POINT "1"

BRANCHING
POINT "2"

S89°41'56"W
102.50'

S89°41'56"W
127.50'

S00°11'10"E
72.38'

N22°01'17"W
52.94'

N78°50'41"W
113.02'

N89°48'48"E
47.68'

S89°53'00"W 222.49'

S89°53'00"W 510.00'

N89°53'00"E
S89°53'00"W
83.36'

CENTERLINE
9' WIDE STORM
SEWER ESMT

9' WIDE
STORM
SEWER
ESMT

"WINDMILL POINTE
SUB NO. 2"
(L.129 P.36-40)

L4
L5

L1
L2
L3

Line Table

| Line # | Direction | Length |
|--------|-------------|--------|
| L1 | S20°41'34"W | 16.83' |
| L2 | S45°07'32"E | 8.49' |
| L3 | N45°07'32"W | 8.49' |
| L4 | S89°53'00"W | 65.26' |



GRAPHIC SCALE
1" = 80'

N

**PERMANENT EASEMENT
FOR WATER MAINS**

Sidwell #88-20-13-127-020 (part of)

CHADBURY PLACE, LLC, a Michigan limited liability company, Grantor(s), whose address is 50215 Schoenherr Road, Shelby Township, MI 48315, for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace water mains, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this 3rd day of January A.D. 2019.

CHADBURY PLACE, LLC,
a Michigan limited liability company

By  (L.S.)
* Joseph Maniaci
Its Member

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 3rd day of January, 2019,
by Joseph Maniaci, Member of Chadbury Place, LLC, a Michigan limited liability company, on behalf of
the company.

LEGAL DESCRIPTIONS EXHIBIT "A"

LEGAL DESCRIPTION

(As Surveyed by PEA, Inc.)

PARCEL ID 20-13-127-020

Land in the City of Troy, Oakland County, Michigan, described as follows:

Part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, described as Commencing at the North 1/4 Corner of said Section 13, thence along the north line of said section S89°53'00"W, 493.35 feet, previously recorded as 492.80 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide) and the Point of Beginning; thence the following three courses along "Windmill Pointe Sub No. 2" as recorded in Liber 129, Page 36, Oakland County Records, S00°11'12"E, 445.60 feet and S89°53'00"W, 510.00 feet and N00°11'12"W, 445.60 feet to the aforementioned south line the East Long Lake Road; thence along said south line, N89°53'00"E, 510.00 to the Point of Beginning. Containing 5.217 acres of land more or less.

LEGAL DESCRIPTION

(per PEA, Inc.)

20' WIDE WATER MAIN EASEMENT

A 20 foot wide water main easement over part of the Northwest 1/4 of Section 13, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan, the centerline of said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 13; thence along the north line of said section S89°53'00"W, 493.35 feet; thence S00°11'12"E, 60.00 feet to the south line of East Long Lake Road (120 ft. wide); thence along said south line, S89°53'00"W, 103.00 feet to the POINT OF BEGINNING;

thence S00°11'12"E, 342.63 feet;

thence N89°48'00"W, 19.86 feet;

thence S89°48'00"E, 19.86 feet;

thence C1) 123.15 feet along an arc of a curve to the right, having a radius of 69.93 feet and a chord that bears S49°07'46"W, 107.85 feet;

thence N68°53'54"W, 13.55 feet;

thence S89°44'52"W, 102.98 feet;

thence C2) 144.41 feet along an arc of a curve to the right, having a radius of 67.12 feet and a chord that bears N49°59'01"W, 118.13 feet;

thence N11°02'04"E, 18.56 feet;

thence N00°12'56"W, 142.41 feet;

thence N22°42'56"W, 8.93 feet;

thence N67°06'12"E, 19.86 feet;

thence S67°06'12"W, 19.86 feet;

thence N22°42'56"W, 17.27 feet;

thence N67°42'56"W, 43.41 feet;

thence N22°42'56"W, 39.18 feet;

thence N00°12'56"W, 25.34 feet;

thence N22°31'28"E, 29.27 feet;

thence N00°26'00"W, 42.34 feet to the aforementioned south line of East Long Lake and the POINT OF ENDING.

N 1/4
SECTION
13
T.02N.,
R.11E.

S89°53'00"W
493.35'



NORTH LINE
SECTION 13

(120' WIDE - PUBLIC)

SOUTH LINE EAST
LONG LAKE RD.

N89°53'00"E 510.00'

P.O.B.
FSMT

500°11'12"E
60 00'

| | |
|---------|--|
| P.O.B. | |
| OVERALL | |

103.00' -
S89°53'00"W

1
WILL POINTE SUB NO. 2"
(L.129 P.36-40)

500°11'42" F 445°60'

500°11'42" F

"WINDMILL POINTE SUB NO. 2"
(L.129 P.36-40)

N00°11'12"W 445.60'

400°12'56"W

20'-

20

N11°02'04"E
18.56'

20' WIDE
WATER MAIN
ESMT

CENTERLINE
20' WIDE WATER
MAIN ESMT

N89°48'00"W
S89°48'00"E
19.86'

342 63' 300°11'12"E

20

①C2

S89°44'52"W
102.98'

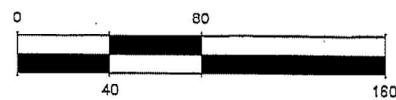
C1

L-N68°53'54"W 13.55'

S89°53'00"W 510.00'

"WINDMILL POINTE
SUB NO. 2"
(L.129 P.36-40)

| Curve Table | | | | | |
|-------------|---------|--------|------------|-------------|---------|
| Curve # | Length | Radius | Delta | CH. BRG. | Chord |
| C1 | 123.15' | 69.93' | 100°53'49" | S49°07'46"W | 107.85' |
| C2 | 144.41' | 67.12' | 123°16'03" | N49°59'01"W | 118.13' |



GRAPHIC SCALE
1" = 80'

N



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement for Sanitary Sewers from Martha C. Childs – Sidwell #88-20-12-100-034

History

The City of Troy received a permanent easement for sanitary sewers from Martha C. Childs, owner of the property having Sidwell #88-20-12-100-034. The property is located in the northwest ¼ of Section 12 on Square Lake Road, east of John R. This easement is part of our ongoing City wide sanitary sewer extension project #09.401.5.

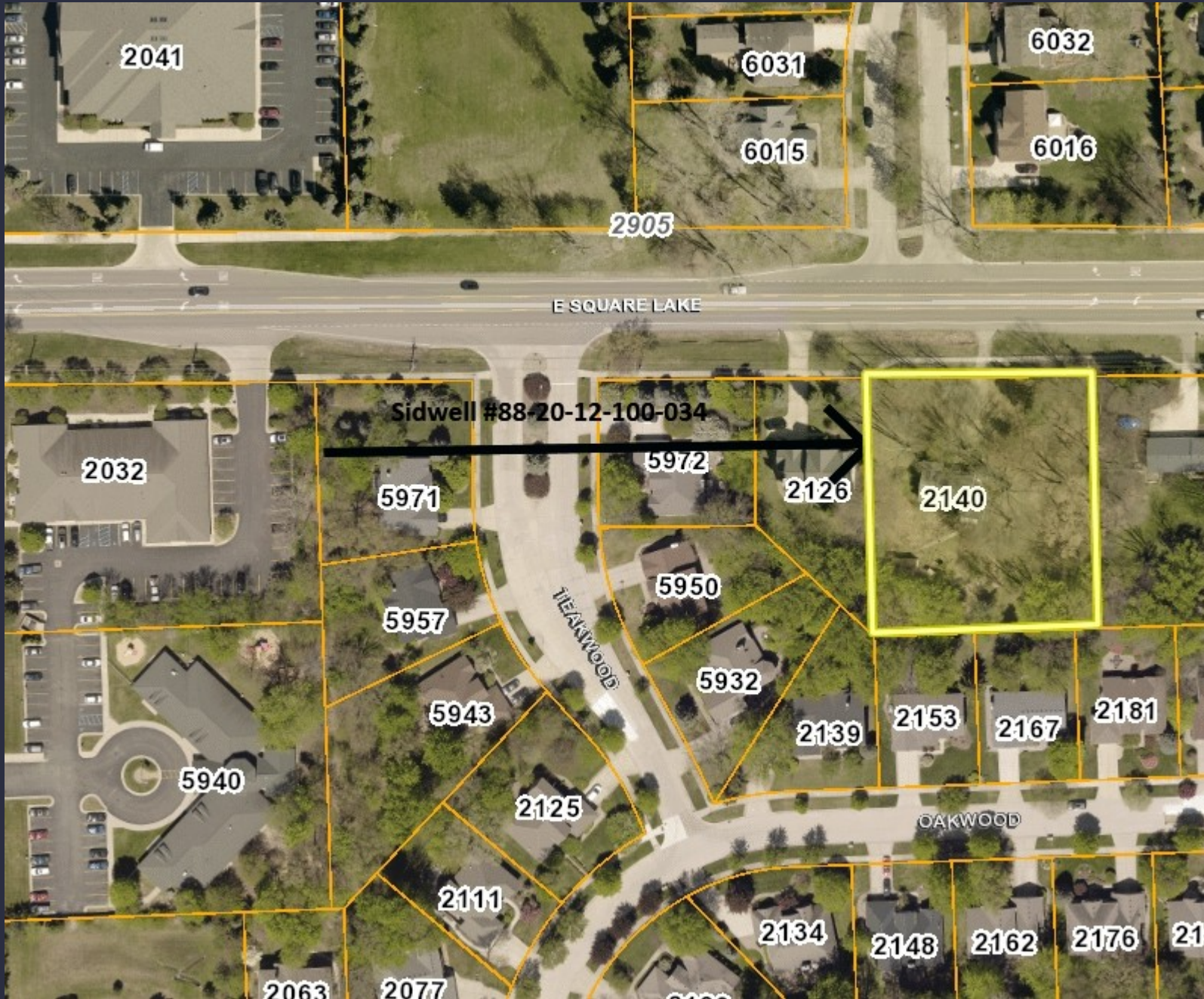
This easement was recorded in error prior to City Council's acceptance of easement rights. To correct this error, staff requests that City Council accept the easement to complete the conveyance process.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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



Map Scale: 1=157

Created: January 3, 2020



Note: The information provided by this application has been compiled from other public records and data. It is not a legally recorded map survey. User information represented should be consulted for verification.

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 DEC -4 PM 1:48

202746
LIBER 53572 PAGE 637
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/04/2019 02:37:15 P.M. RECEIPT# 149086
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**PERMANENT EASEMENT
FOR SANITARY SEWERS**

Sidwell #88-20-12-100-034 (part of)

Martha C. Childs, an unmarried woman, Grantor(s), whose address is 2140 East Square Lake Road, Troy, MI 48085 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, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

Part of the Northwest $\frac{1}{4}$ of Section 12, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as follows:

The North 20.00 feet of Lot 6 of "Supervisor's Plat of Magan Subdivision", as recorded in Liber 56, Page 18 of Oakland County, Michigan records. Said easement contains 3,600 Square Feet or 0.083 Acres more or less.

A. 20-12100-034

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

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 11th day of November, 2019.

[Handwritten signature]

A vertical dashed line with two tick marks. The left tick mark is labeled '19+00' and the right tick mark is labeled '20+00'.



Easement
Acquisition Sketch
Parcel #35

FILE: 88-20-12-100-034.DGN

[illegible]

Document Prepared By
George J. Ballard III, P.S.
Land Surveyor



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-11

CITY COUNCIL AGENDA ITEM

Date: January 8, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Request for Recognition as a Nonprofit Organization from The Rotary Club of Troy

History

Attached is a request from The Rotary Club of Troy 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.

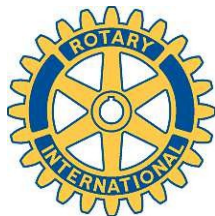
Recommendation

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

City Attorney's Review as to Form and Legality

There are no legal considerations associated with this item.

MAD, G:\City Council\Agenda\Clerk Council Agenda Items\Gaming Licenses\Agenda\Gaming License Request-Gaming License Request-20200113 Agenda – The Rotary Club of Troy



THE ROTARY CLUB OF TROY

P. O. Box 4544

Troy, MI 48099-4544

December 30, 2019

To: Ethan Baker, Troy Mayor
City Council of Troy
From: Lynda Ludy, Troy Rotary President
lrudy@att.net

The Rotary Club of Troy is applying for Recognition as a Non-Profit Organization in order to Obtain a State of Michigan Gaming License to use at our annual fundraiser "Lucky Luau" scheduled for March 14, 2020.

This fundraiser will be this year's primary means of seeking donations to support Troy Rotary's local and global service projects. It will include games of chance ("Millionaire Party") and raffles as well as dinner, music, and dancing to participants.

The Rotary Club of Troy, founded in 1957, is a part of Rotary International which has 1.2 million members in countries around the world. Major goals are service in six focus areas (peace, water, disease prevention, infant and maternal health, economic development, and literacy) and fellowship. Our members are professionals who live or work in the Troy community. Membership is over 50 and growing as we encourage others to join us in "Service Above Self."

Attached is the description of Troy Rotary copied from our website (troyrotary.net).

Thank you for your assistance.



**Document Requirements for
“Recognition as a Non-Profit Organization”
for the Purpose of Obtaining a Gaming License**

- ✓ 1. Letter addressed to the Mayor and City Council from a Board Member of the organization outlining their request and describing their organization.
- ✓ 2. Blank “**Local Governing Body Resolution for Charitable Gaming Licenses**” form from the Michigan Charitable Gaming Division (BSL-CG-1153) to be completed by City Clerk after City Council’s approval.
- ✓ 3. **Letter of Determination** from the Department of Treasury granting exemption from federal income tax [Section 501(c)(3) of the Internal Revenue Code] and classification as a public charity [Section 509(a)(2) of the Internal Revenue Code].
- ✓ 4. **Copy of Form #1023-Application for Recognition Exemption**; under Section 501(c)(3) of the Internal Revenue Code verifying their 501(c)(3) status.
- ✓ 5. A complete copy of the organization’s **Articles of Incorporation** that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
- ✓ 6. Signed and dated copy of the organization’s current **Bylaws** or constitution, including membership criteria.
- ✓ 7. **CONFIDENTIAL-KEEP ON FILE ONLY:** Copy of **Income Statement** from organization.



LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, millionaire party, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

OR

copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization.
 - B. If not exempt under 501(c)3, to the local government.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

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

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)



CITY OF TROY

SOLICITATION – FUND RAISING

Date Received: _____

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: Rotary Club of Troy, Inc.

Phone: NA

Local Address: P. O. Box 4544

City/Zip: 48099-4544

Home Address (if different):

City/Zip:

Name of Parent Organization: Rotary International

Address: One Rotary Center, 1560 Sherman Ave. Evanston, IL 60201-3698

Local Representative/Officers:

| Name | Title | Phone |
|-------------|----------------|----------------|
| Lynda Ludy | President | 1 248-225-0242 |
| Roma Murthy | Vice President | 1 248-953-0480 |
| Gail Lucas | Secretary | 248-703-9928 |

Person in Charge of Solicitations: Jay Greenwood and David Donnellon

How are funds solicited: Selling Tickets to the event

Locations/Dates/Times:

| Locations | Dates | Times |
|--------------------------|----------------|------------------|
| Petruzzello Banquet Hall | March 14, 2020 | 6 pm to 11:30 pm |
| | | |
| | | |

To what purpose will you put these funds: Donations to local and international non-profits

What is the requested amount for contribution: \$65 for attendance and \$75 for raffle ticket

[illegible]

Bylaws of the Michigan Troy Rotary Club Foundation

November 30, 2011

Article I Definitions

1. Board: The Board of Directors of this club.
2. Director: A member of this club's Board of Directors.
3. Member: A member, other than an honorary member, of this club.
4. RI: Rotary International.
5. Year: The twelve-month period that begins on 1 July.

Article 2 Board

The governing body of this club shall be the board consisting of nine (9) members of this club, namely, three (3) directors elected in accordance with article 3, section 1, of these bylaws, and the president, president-elect, president-nominee, secretary, treasurer, and the immediate past president.

Article 3 Election of Directors and Officers

Section 1 – At a regular meeting one month prior to the meeting for election of officers, the presiding officer shall ask for nominations by members of the club for president, secretary, treasurer, and three(3) directors. The nominations may be presented by a nominating committee or by members from the floor, by either or by both as a club may determine. If it is determined to have a nominating committee, such committee shall be appointed as the club may determine. The nominations duly made shall be placed on a ballot in alphabetical order under each office and shall be voted for at the annual meeting. The candidates for president, secretary, and treasurer receiving a majority of the votes shall be declared elected to their respective offices. The three (3) candidates for director receiving a majority of the votes shall be declared elected as directors. The candidate for president elected in such balloting shall be the president-nominee and serve as a director for the year commencing on the first day of July next following the election, and shall assume office as president on the first day of July immediately following that year. The president-nominee shall take the title of president-elect upon the election of a successor.

Section 2 – The officers and directors, so elected, together with the immediate past president shall constitute the board. Within one week after their election, the directors-elect shall meet and elect some member of the club to act as sergeant-at-arms.

Section 3 – A vacancy in the board or any office shall be filled by the board by a vote of a quorum of the board on a prospective candidate nominated by the board.

Article 4 Duties of Officers

Section 1 – *President*. It shall be the duty of the president to preside at meetings of the club and the board and to perform other duties as ordinarily pertain to the office of president.

Section 2 – *President-elect*. It shall be the duty of the president-elect to serve as a director and to perform such other duties as may be prescribed by the president or the board.

Section 3 – *Secretary*. It shall be the duty of the secretary to keep membership records; record attendance at meetings; send out notices of club, board and committee meetings; record and preserve the minutes of such meetings; report as required to RI, including the semiannual reports of membership on 1 January and 1 July of each year, and prorated reports on 1 October and 1 April of each active member who has been elected to membership in the club since the start of the July or January semiannual reporting period, report changes in membership; provide the monthly attendance report, which shall be made to the district governor within 15 days of the last meeting of the month; collect and remit RI official magazine subscriptions; and perform other duties as usually pertain to the office of secretary.

Section 4 – *Treasurer*. It shall be the duty of the treasurer to have custody of all funds, accounting for it to the club annually and at any other time upon demand by the board, and to perform other duties as pertain to the office of treasurer. Upon retirement from office, the treasurer shall turn over to the incoming treasurer or to the president all funds, books of accounts, or any other club property.

Section 5 – *Sergeant-at-Arms*. The duties of the sergeant-at-arms shall be such as are usually prescribed for such office and other duties as may be prescribed by the president or the board.

Article 5 Meetings

Section 1 – *Annual Meeting*. An annual meeting of this club shall be held no later than 31 December in each year, at which time the election of officers and directors to serve for the ensuing year shall take place.

Section 2 – The regular weekly meetings of this club shall be held on a day of the week and a time determined by the board. Due notice of any changes in or canceling of the regular meeting shall be given to all members of the club. All members excepting an honorary member in good standing in this club, on the day of the regular meeting, must be counted as present or absent, and attendance must be evidenced by the member's being present for at least sixty (60) percent of the time devoted to the regular meeting, either at this club or at any other Rotary club.

Section 3 – One-third of the membership shall constitute a quorum at the annual and regular meetings of this club.

Section 4 – Regular meetings of the board shall be held once a month. Special meetings of the board shall be called by the president, whenever deemed necessary, or upon the request of two (2) directors, due notice having been given.

Section 5 – A majority of the board shall constitute a quorum of the board.

Section 6 – Any member of the board who misses three (3) consecutive board meetings may be removed from their position by the board via a vote by a quorum of the board on or after the third missed meeting.

Article 6 Fees and Dues

Section 1 – The admission fee shall be an amount determined by the board that is to be paid before the applicant can qualify as a member.

Section 2 – The membership dues shall be an amount per annum determined by the board, payable quarterly on the first day of January, April, and July and of October, with the understanding that a portion of each semiannual payment shall be applied to each member's subscription to the RI official magazine.

Article 7 Method of Voting

The business of this club shall be transacted by *viva voce* ("oral") vote except the election of officers and directors, which shall be by ballot. The board may determine that a specific resolution be considered by ballot rather than by *viva voce* vote.

Article 8 Avenues of Service

The Avenues of Service are the philosophical and practical framework for the work of this Rotary club. They are Club Service, Vocational Service, Community Service, International Service, and New Generations Service. This club will be active in each of the Avenues of Service.

Article 9 Committees

Club committees are charged with carrying out the annual and long-range goals of the club based on the four Avenues of Service. The president-elect, president and immediate past president should work together to ensure continuity of leadership and succession planning. When feasible, committee members should be appointed to the same committee for three years to ensure consistency. The president-elect is responsible for appointing committee members to fill vacancies, appointing committee chairs and conducting planning meetings prior to the start of the year in office. It is recommended that the chair have previous experience as a member of the committee. Standing committees should be appointed as follows:

- **Membership**
This committee should develop and implement a comprehensive plan for the recruitment

and retention of members.

- **Club Public Relations**
This committee should develop and implement plans to provide the public with information about Rotary and to promote the club's service projects and activities.
- **Club Administration**
This committee should conduct activities associated with the effective operation of the club.
- **Service Projects**
This committee should develop and implement educational, humanitarian and vocational projects that address the needs of its community and communities in other countries.
- **The Rotary Foundation**
This committee should develop and implement plans to support The Rotary Foundation through both financial contributions and program participation.

Additional ad hoc committees may be appointed as needed.

(a) The president shall be ex officio a member of all committees and, as such, shall have all the privileges of membership thereon.

(b) Each committee shall transact its business as is delegated to it in these bylaws and such additional business as may be referred to it by the president or the board. Except where special authority is given by the board, such committees shall not take action until a report has been made and approved by the board.

(c) Each chair shall be responsible for regular meetings and activities of the committee, shall supervise and coordinate the work of the committee and shall report to the board on all committee activities.

Article 10 Duties of Committees

The duties of all committees shall be established and reviewed by the president for his or her year. In declaring the duties of each, the president shall make reference to appropriate RI materials. The service project committee will consider vocational service, community service and international service avenues when developing plans for the year.

Each committee shall have a specific mandate, clearly defined goals, and action plans established by the beginning of each year for implementation during the course of the year. It shall be the primary responsibility of the president-elect to provide the necessary leadership to prepare a recommendation for club committees, mandates, goals and plans for presentation to the board in advance of the commencement of the year as noted above.

Article 11 Leave of Absence

Upon written application to the board, setting forth good and sufficient cause, leave of absence may be granted excusing a member from attending the meetings of the club for a specified length of time.

Article 12 Finances

Section 1 – Prior to the beginning of each fiscal year, the board shall prepare a budget of estimated income and expenditures for the year, which shall stand as the limit of expenditures for these purposes, unless otherwise ordered by action of the board. The budget shall be broken into two separate parts: one in respect of club operations and one in respect of charitable/service operations.

Section 2 – The treasurer shall deposit all club funds in a bank, named by the board.

Section 3 – All bills under \$250 shall be paid by the treasurer or other authorized officer only when previously approved by two board members. All bills over \$250 shall be paid by the treasurer or other authorized officer only when previously approved by the board. The foregoing approvals must be documented in the meeting minutes of the board.

Section 4 – A thorough review of all financial transactions by a qualified person shall be made once each year.

Section 5 – Officers having charge or control of club funds shall give bond as required by the board for the safe custody of the funds of the club, cost of bond to be borne by the club.

Section 6 – The fiscal year of this club shall extend from 1 July to 30 June, and for the collection of members' dues shall be divided into four (4) quarterly periods extending from 1 July to 30 September, 1 October to 31 December, 1 January to 31 March and from 1 April to 30 June. The payment of per capita dues and RI official magazine subscriptions shall be made on 1 July and 1 January of each year on the basis of the membership of the club on those dates.

Article 13 Method of Electing Members

Section 1 – The name of a prospective member, proposed by an active member of the club, shall be submitted to the board in writing, through the club secretary. A transferring or former member of another club may be proposed to active membership by the former club. The proposal shall be kept confidential except as otherwise provided in this procedure.

Section 2 – The board shall approve or disapprove the proposal within 30 days of its submission, and shall notify the proposer, through the club secretary, of its decision.

Section 3 – If the decision of the board is favorable, the prospective member shall be informed of the purposes of Rotary and of the privileges and responsibilities of membership, following

which the prospective member shall be requested to sign the membership proposal form and to permit his or her name and proposed classification to be published to the club.

Section 4 – If no written objection to the proposal, stating reasons, is received by the board from any member (other than honorary) of the club within seven (7) days following publication of information about the prospective member, that person, upon payment of the admission fee (if not honorary membership), as prescribed in these bylaws, shall be considered to be elected to membership. If any such objection has been filed with the board, it shall vote on this matter at its next meeting. If approved despite the objection, the proposed member, upon payment of the admission fee (if not honorary membership), shall be considered to be elected to membership.

Section 5 – Following the election, the president shall arrange for the new member's induction, membership card, and new member Rotary literature. In addition, the president or secretary will report the new member information to RI and the president will assign a member to assist with the new member's assimilation to the club as well as assign the new member to a club project or function.

Section 6 – The club may elect honorary members proposed by the board.

Article 14 Resolutions

The club shall not consider any resolution or motion to commit the club on any matter until the board has considered it. Such resolutions or motions, if offered at a club meeting, shall be referred to the board without discussion.

Article 15 Order of Business for Meetings of the Board

1. Meeting called to order.
2. Introduction of visitors.
3. Correspondence, announcements and Rotary Information.
4. Committee reports if any.
5. Any unfinished business.
6. Any new business.
7. Address or other program features.
8. Adjournment.

Article 16 Amendments

These bylaws may be amended at any regular meeting, a quorum being present, by a two-thirds vote of all members present, provided that notice of such proposed amendment shall have been mailed to each member at least ten (10) days before such meeting. No amendment or addition to these bylaws can be made which is not in harmony with the constitution and bylaws of RI.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 20 1997**

TROY ROTARY FOUNDATION
C/O MATT W ZEIGLER
3001 W BIG BEAVER STE 610
TROY, MI 48084

Employer Identification Number:
38-3173367

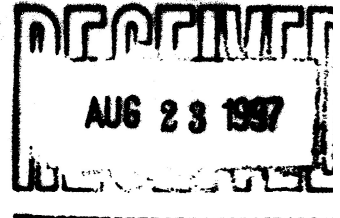
DLN:
17053173757007

Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Accounting Period Ending:
June 30

Form 990 Required:
Yes

Addendum Applies:
Yes



Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DO/CG)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

Date Received

FEB 02 1994

FEB 11 1994

FEB 14 1994

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

CORPORATION IDENTIFICATION NUMBER

719-168

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on last page)

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:

TROY ROTARY FOUNDATION ✓

ARTICLE II

The purpose or purposes for which the corporation is organized are:

Raise, receive, administer and disburse funds for charitable, educational, scholarship, and scientific purposes, and not for political purposes whatsoever.

ARTICLE III

The corporation is organized upon a Nonstock basis.
(stock or nonstock)

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

JL



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 6, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement for Water Mains from
Timberlake, LLC – Sidwell #88-20-32-152-025

History

Timberlake, LLC, owners of a property located in Section 32 on Industrial Row, and identified with Sidwell #88-20-32-152-025 are making improvements to the site requiring modifications to a water main servicing the property.

Timberlake, LLC granted the City of Troy a permanent easement for future maintenance and repair of this water main.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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



Map Scale: 1=374

Created: January 6, 2020



Note: The information provided by this application has been compiled from other public records and data. It is not a legally recorded map survey. User information represented should be consulted for verification.

**PERMANENT EASEMENT
FOR WATER MAINS**

Sidwell #88-20-32-152-025 (part of)

TIMBERLAKE, LLC, a Michigan limited liability company, Grantor(s), whose address is 1040 Timberlake Drive, Bloomfield Hills, MI 48302 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace water mains, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

Part of the Northwest ¼ of Section 32, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as commencing at the West ¼ Corner of said section; thence South 88 degrees 37 minutes 30 seconds East, 852.64 feet to the Southeast corner of "Birmingham Airport Subdivision", as recorded in Liber 108, Page 17, of Oakland County records; thence continuing South 88 degrees 37 minutes 30 seconds East, 293.00 feet and North 01 degrees 22 minutes 30 seconds East, 36.45 feet to the Point of Beginning; thence North 88 degrees 37 minutes 30 seconds West 8.34 feet; thence South 01 degrees 22 minutes 30 seconds West, 26.62 feet; thence North 88 degrees 37 minutes 30 seconds West, 20.00 feet; thence North 01 degrees 22 minutes 30 seconds East 46.62 feet; thence South 88 degrees 37 minutes 30 seconds East 28.34 feet; thence South 01 degrees 22 minutes 30 seconds West, 20.00 feet to the Point of Beginning. Containing 1,099 Square Feet or 0.025 Acres, more or less.

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 16 day of December A.D. 2019.

INDUSTRIAL ROW

*2821

88-20-32-152-023

*2717-*2719

88-20-32-152-025

*2701

20' Wide Watermian
Easement

S88° 37' 30" E
28.34

20.00

WM

WM

20-32-152-026



500 West Big Beaver
Troy, MI 48084
troymi.gov

K-01a

CITY COUNCIL AGENDA ITEM

Date: December 17th, 2019

To: Honorable Mayor and Troy City Council

From: Mark F. Miller, City Manager
Robert J. Bruner, Assistant City Manager
Elaine Bo, Recreation Director
Kurt Bovensiep, Public Works Director
Ashely Levin, Project Manager

Subject: City of Troy 2020-2024 Parks and Recreation Master Plan – Public Hearing Announcement

Background

City staff and consultant Carlisle/Wortman Associates, Inc has been working on the 2020-2024 Parks and Recreation Master Plan for the last six months. The Parks and Recreation Master Plan will serve as an inventory of Troy's existing facilities and resources while providing a guide and plan of action for the next five years.

As part of this process, staff conducted 'pop-up' style surveys at various City events over the summer as well as publicized a survey to gather public input for the plan.

Carlisle/Wortman compiled and analyzed results from the public input surveys and provided a list of Goals and Objectives as well as an Action Program with six specific projects and actions:

1. Maintain and upgrade existing park facilities (all parks)
2. Develop a comprehensive trails and pathways system throughout Troy
3. Pursue alternative revenue opportunities to maintain and improve Parks and Recreation facilities and programs
4. Review and refine recreation program offerings
5. Supplement and increase the existing urban forest
6. Increase awareness of Troy Recreation properties and programming

Additional details regarding the Action Program and can be found on Page 94 of the draft plan. A complete list of survey results can be found on page 113 of the draft plan.

On Thursday, December 5th, the draft plan was presented to the Parks and Recreation Advisory Board for their review. The plan was unanimously approved. Upon City Council approval of the 2020-2024 Parks and Recreation Master Plan, the plan will be submitted to the Michigan Department of Natural Resources for official certification.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

It is recommended that City Council hold a Public Hearing on January 27th, 2019 at 7:30 p.m. or as soon thereafter as the agenda will permit, for the purpose of hearing public comments on the 2020 – 2024 Parks and Recreation Master Plan.

EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES MINUTES- FINAL- November 13th, 2019

500 West Big Beaver
Troy, MI 48084
troymi.gov

MINUTES**Employees' Retirement System Board Meeting**

November 13th, 2019 at 12:00 PM
Troy City Hall Council Board Room
500 West Big Beaver Troy, Michigan 48084
(248) 524-3330

Roll Call

The monthly meeting for the Employees' Retirement System Board of Trustees was held on **November 13th, 2019** at Troy City Hall, 500 W. Big Beaver Road, Troy, MI 48084.

The meeting was called to order at 12:03 PM.

Trustees Present: Mark Calice
Thomas Gordon II
Robert C Maleszyk
Justin Novak
Mark F Miller
David Hamilton (left at 12:30 PM)
Mark Owczarzak

Trustees Absent: Milton Stansbury

Also Present: Robert F. Alati – Graystone Consulting
Timothy M. Brice – Graystone Consulting
Rebecca Sorensen – UBS Financial Management
Darin McBride - UBS Financial Management
Lisa Burnham
Sergeant Michael P Giorgi
Shazia Fatima

Minutes from the October 9th, 2019 Meeting**Resolution # ER – 2019-11-33**

Moved by: Hamilton

Seconded by: Novak

RESOLVED, that the Minutes of the October 9th, 2019 meeting be **APPROVED**.

Yeas: - 6 -

Absent: - 1 -

Motion Passes

Retirement Requests

| | |
|------------------------|--------------------|
| Name | Victor J. Bordo |
| Pension Program | DB |
| Retirement Date | February 1, 2020 |
| Department | Police |
| Service Time | 25 years, 0 months |

Resolution # ER – 2019-11-34

Moved by: Hamilton

Seconded by: Novak

RESOLVED, that the Retirement Requests be **APPROVED**.

Yeas: - 6 -

Absent: - 1 –

Motion Passes

Regular Business

• **Christmas Luncheon**

- The Christmas Luncheon will be held on December 11th, 2019 at 11:30 AM at a location to be decided by Mark Miller and the ERS meeting will be rescheduled to start at 1:30 PM.
- An email will be sent out with the final time and location.
- Chairman Calice requested to add Steven Pallotta, John Lamerato, Lisa Burnham and Shazia Fatima on the invite.

Resolution # ER – 2019-11-35

Moved: Hamilton

Seconded: Maleszyk

RESOLVED, to hold the annual Christmas Luncheon on December 11th, 2019 at 11:30 AM at a location to be decided by Mark Miller, and to reschedule the ERS Board Meeting on December 11th, 2019 to 1:30 PM be **APPROVED**.

Yeas: - 6 -

Absent: - 1 –

Motion Passes

• **2020 ERS Board Meeting dates and discussion on January 2020 meeting date**

- UBS requested to be allowed to submit material late for the January meeting or reschedule the meeting to January 15th due to New Year holidays.
- The Board discussed that the January meeting could be canceled instead of

rescheduled with the option to hold a special meeting in January if needed.

- David Hamilton made a motion to amend the original 2020 meeting schedule and to accept the schedule dates starting February 2020.

Resolution # ER – 2019-11-36

Moved: Hamilton

Seconded: Miller

RESOLVED, to amend the 2020 meeting schedule be **APPROVED**.

Yeas: - 6 -

Absent: - 1 –

Motion Passes

Resolution # ER – 2019-11-37

Moved: Hamilton

Seconded: Novak

RESOLVED, that the January 2020 meeting will be canceled and the ERS Board Meetings will be held on the second Wednesday of every month starting at 12:00 PM in the City Hall Council Board Room beginning from February 2020 be **APPROVED**.

Yeas: - 6 -

Absent: - 1 –

Motion Passes

- **ERS Actuarial Valuation Engagement Letter Jan-Dec 2020 – Gabriel, Roeder, Smith (GRS)**

- Robert Maleszyk presented the Actuarial Valuation Engagement Letter – Gabriel, Roeder, Smith (GRS)
- He reviewed the proposed services and actuarial fees for the City of Troy Employees Retirement System for the period beginning January 1, 2020 through December 31, 2020.

Resolution # ER – 2019-11-38

Moved: Maleszyk

Seconded: Hamilton

RESOLVED, to engage Gabriel Roeder Smith to perform ERS actuarial services through December 31, 2020 using an assumed rate of return of 6.5% and using the most current mortality tables commonly used for municipal systems be **APPROVED**.

Yeas: - 6 -

Absent: - 1 –

- **Request for reimbursement to City in the amount of \$8,000,000 in November 2019.**
 - Chairman Calice requested both consultants to present their material first before discussing the reimbursement recommendations.

Investments

Graystone Consulting Group Presentation

- **Investment Review – Tim Brice**
 - Tim discussed the changes in the market noting that the Growth and US Domestic Equities outperformed other areas of the portfolio.
 - He reviewed Portfolio Performance noting the YTD Net Returns Net of Fees for the combined accounts as of October 31st, 2019 at 14.29%.
 - He also discussed Asset Class Returns and presented the recommendations for the cash raise.
- **Cash Raise Recommendation of \$4,000,000**
 - Sell \$2,000,000 from Domestic Equities
 - \$250,000 each from Winslow, Delaware, iShares S&P 500 (IVV) and Thompson Siegel; \$1,000,000 from Vanguard Total Market (VTI).
 - Sell \$1,000,000 from International Equities
 - \$250,000 each from ClearBridge International Growth and Delaware International Value; \$500,000 from iShares MSCI EAFE (EFA)
 - Sell \$1,000,000 from Fixed Income
 - \$500,000 from Loomis Sayles Bond (LSBDX); \$250,000 each from JP Morgan Strategic Income (JSOSX) and Templeton Global Total Return (TTRZX)
- **Cash Raise Recommendation of \$8,000,000**
 - Sell \$4,000,000 from Domestic Equities
 - \$500,000 each from Winslow, Delaware, iShares S&P 500 (IVV) and Thompson Siegel; \$2,000,000 from Vanguard Total Market (VTI).
 - Sell \$2,000,000 from International Equities
 - \$500,000 each from ClearBridge International Growth and Delaware International Value; \$1,000,000 from iShares MSCI EAFE (EFA)
 - Sell \$2,000,000 from Fixed Income
 - \$1,000,000 from Loomis Sayles Bond (LSBDX); \$500,000 each from JP Morgan Strategic Income (JSOSX) and Templeton Global Total Return (TTRZX)

UBS Financial Presentation

- **Investment Review – Rebecca Sorensen / Darin McBride**
 - The performance as of October 31st, 2019 YTD Net Rate of Return Net of Fees was as follows: Combined 19.05%; ERS 18.00%; NAIC 22.97%.
- **Cash Raise Recommendation of \$4,000,000**
 - Use cash from ERS \$2,372,237
 - Use cash from NAIC \$761,680
 - Sell position in Seligman Fund valued at \$866,083 from the ERS portfolio
- **Cash Raise Recommendation of \$8,000,000**
 - Use cash from ERS \$2,372,237
 - Use cash from NAIC \$761,680
 - Sell the following Securities from the ERS portfolio for a total of \$4,316,100
 - Seligman Fund \$881,100; American Towers \$216,000; Euro Pacific \$269,000; General Dynamics \$250,000; Global Payments \$200,000; Idex \$100,000; Linde \$300,000; New World Fund \$264,000; Oneok \$200,000; Pepsico \$200,000; Procter & Gamble \$200,000; Rio Tinto \$100,000; Samsung \$186,000; Starbucks \$250,000; 3M \$100,000; Tractor Supply \$100,000; Visa \$200,000; Watsco Inc. \$200,000; Yum China \$100,000
 - Sell the following securities from the NAIC portfolio for a total of \$550,000
 - Danaher \$250,000 and Roper Tech \$300,000

Request for reimbursement to City in the amount of \$8,000,000 to be taken out of Morgan Stanley.

Resolution # ER – 2019-11-39

Moved by: Calice

Seconded by: Novak

Yeas: - 2 - Calice, Novak

Nays: - 3 - Miller, Maleszyk, Gordon

Absent: - 1 – Stansbury

Motion Fails

Request for reimbursement to City in the amount of \$8,000,000 to be taken \$4,000,000 out of Morgan Stanley and \$4,000,000 out of UBS.

Resolution # ER – 2019-11-40

Moved by: Maleszyk

Seconded by: Miller

RESOLVED, that the reimbursement to City for \$8,000,000 (transfer in December) be taken \$4,000,000 from Morgan Stanley and \$4,000,000 from UBS based on the recommendations from Graystone and UBS as presented above and a policy be developed on how these reimbursements will be taken in the future be **APPROVED**.

Yeas: - 4 – Maleszyk, Miller, Novak, Gordon

Nays: - 1 - Calice

Absent: - 1 – Stansbury

Motion Passes

Other Business

- The Board discussed that a policy be developed on the manner and optimal frequency of the reimbursements requested by the City.

Public Comment

- None

Adjourn

The meeting adjourned at 1:19 PM.

The next meeting is Wednesday, December 11th, 2019 at 1:30 PM at Troy City Hall, Council Board Conference Room, 500 W. Big Beaver Road, Troy, MI 48084.


Mark Calice, Chairman


Thomas Gordon II, Vice Chairman

Chair Abitheira called the Regular meeting of the Building Code Board of Appeals to order at 3:00 p.m. on December 4, 2019 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Gary Abitheira
Teresa Brooks
Sande Frisen
Mark F. Miller, City Manager

Absent:

Andrew Schuster

Support Staff Present

Salim Huerta, Building Official
Lori Grigg Bluhm, City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF MINUTES

Ms. Czarnecki asked that the minutes reflect a correction to Mr. Huerta's name on page 6.

Moved by: Frisen

Support by: Miller

RESOLVED, To approve the minutes of the September 4, 2019 Regular meeting as revised.

Yes: All present (4)

Absent: Schuster

MOTION CARRIED

3. COMMUNICATIONS

a. Reconsideration of Vote on Appeal of Troy Outdoor, LLC and Crossroads LLC

Ms. Bluhm briefly reviewed her memorandum dated November 25, 2019 which was included in the Board's agenda packet. She announced the Plaintiff filed a Motion for Stay to prevent the Board from a reconsideration of the Vote on Appeal. Ms. Bluhm said the Motion for Stay was granted by the Judge at a hearing this morning and therefore the Board cannot entertain a reconsideration of the Vote on Appeal.

Ms. Bluhm addressed the appellate process and engagement of outside legal counsel to represent the City of Troy and the Board in the Appeal. She recommended Gregory Need of Adkison Need Allen & Rentrop PLLC as outside legal counsel for the Board.

A short discussion followed.

Moved by: Brooks

Support by: Miller

RESOLVED, That Gregory Need represent this Board as it relates to the Troy Outdoor LLC and Crossroads LLC Appeal.

Yes: All present (4)

Absent: Schuster

MOTION CARRIED

4. PUBLIC COMMENT – None

5. MISCELLANEOUS BUSINESS – Approval of 2020 Calendar

After discussion on proposed meeting dates for 2020, it was the consensus of the Board to revise meeting dates for the months of March, July and August.

Moved by: Frisen

Support by: Brooks

RESOLVED, To approve the 2020 calendar as proposed with three revisions; March 4, July 8 and August 12.

Yes: All present (4)

Absent: Schuster

MOTION CARRIED

Mr. Miller asked that the 2020 calendar be scheduled in Outlook for all members.

6. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:14 p.m.

Respectfully submitted,



Gary Abitheira, Chair



Kathy L. Czarnecki, Recording Secretary



CITY COUNCIL AGENDA ITEM

Date: January 8, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Report of Efforts to Increase Voter Participation in Troy

Thank you for this opportunity to share the extensive outreach efforts that the City Clerk's Office continuously employs, and the efforts that target specific events or changes in law.

Since the current City Clerk was appointed in 2011, the City Clerk's Office has made voter outreach and education a top priority. While the City Clerk's Office is somewhat limited by state law as to what can be said and done to encourage people to register and vote, every effort is made to use of all options within the law.

The City Clerk is part of countywide, and statewide, networks of municipal clerks who share ideas, best practices, and frustrations with motivating residents to register, vote, and participate in elections. The questions raised by Council Member Hamilton are not unique to Troy. Every municipality wonders the same, and wonders how to achieve higher turnouts.

The Clerk's Office conducts voter registration drives in all Troy high schools at least once per year, or as allowed by the school administration. The presidential election year is the busiest year for registration drives, so the City Clerk's Office expects to be in every high school in Troy at some point during 2020. The City Clerk works with Troy School District administration, as well as staff at the individual schools, to plan these events. Since 2015, the City Clerk's Office has been very successful with the initiative to get students more involved whenever possible, especially by structuring voter registration drives so the students are the leaders and promoters. At Troy Athens High School, for example, there is an average of 150-200 students registered per year from these registration drives. The City Clerk's Office also participates in registration drives with other clerks' offices for school districts that cross City of Troy borders (e.g. Avondale, Bloomfield Hills, etc.)

In addition to the City's registration drives in schools, the City Clerk's Office conducts registration drives wherever invited. At these registration drives, registering typically coincides with applying for absent voter (AV) ballots. The Clerk's Office has held registration drives at the Troy Family Daze festival after the citizenship ceremonies for over a decade. Every year, the City Clerk's Office also holds registration/AV application drives throughout the City at assisted living residences, senior apartment complexes, homeowner's association meetings, community group meetings, League of Women Voters meetings, and religious organizations. Many of these events include presentations on



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CITY COUNCIL AGENDA ITEM

election law, specific details about the next election, helpful tips for voters, and any other relevant information, along with question-and-answer time for attendees.

Since the passage of Proposal 3 of 2018, the Clerk's Office has promoted "no-reason AV" and the permanent absent voter (PAV) list through a variety of communication means. The City Clerk's Office, working with the City Manager's Office, sent a citywide mailing in the summer of 2018 to every household in Troy that informed voters of the change in law, and advertised the PAV list webpage. The PAV list webpage allows voters to send the Clerk's Office their requests to be placed on the PAV list. The City Clerk's Office, working with the City Manager's Office, advertised the PAV list and no-reason AV via social media, press releases, website banners, with a report to City Council, and the City Clerk participated in multiple interviews with news agencies. The City Clerk spoke to at least ten different community groups over the past year about the changes to election law, including PAV and no-reason absentee. Thousands of voters sent in their requests, and the City of Troy now has over 10,000 voters on the list (and counting). The November 2019 election was the first Troy election since the passage of Proposal 3, and the City of Troy saw an increase of about 15% in absentee voting overall. This percentage is expected to increase in 2020 since it is a presidential year, and the City Clerk's Office will continue to promote the PAV list and absentee voting option.

There are many factors that affect turnout and participation. Comparing one municipality to another, or one election to another, can be fascinating but tricky since demographics, ballot contents, political atmosphere, even weather, play an unpredictable role.

Even before the State of Michigan began requiring clerks' offices to be open for 8 hours the weekend before each election for absentee voting, the Troy Clerk's Office approached each election with the mindset of making the office as accessible as possible to all Troy voters. Before statewide elections in even-years, especially, the City Clerk's Office was open on the Saturday before the elections longer than the law required at the time, and frequently stayed open at least one evening during those election seasons. So, when the State expanded the extended hours requirement, it was pretty much business as usual in Troy. The only difference for Troy now is that the City Clerk is required to request City Council's approval and notify the Bureau of Elections of extended hours and extra Saturdays before each election. The Clerk's Office utilizes social media, press releases, and all contacts with the community to get the word out about Troy's extended hours.

In 2019, the City Clerk began holding Pop-up Clerk's Office events at the Troy Public Library. These mobile Clerk's Office hours are for any service that the Clerk's Office provides, but specifically in the month prior to an election, absentee ballots are issued. The next Pop-up will be held on February 15, 2020, from 11:00 am – 1:00 pm, and voters will be able to apply for and obtain absentee ballots for the March 10th Presidential Primary election.

Attached to this memo are two flyers that are taken to all the Clerk's Office events, and are posted on the City's webpage. Also attached is the postcard explained above that the City mailed in 2019. The last attachment is the State of Michigan's redesign of the AV ballot envelopes. Since AV ballots will be mailed starting February 3, 2020, it is important for the City of Troy to inform residents to expect their ballots to look significantly different than the brown paper envelopes. The City Clerk's Office has been advertising this change through many resources, including social media and newspapers.



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It's the City Clerk's Office philosophy that the best way to participate in, and appreciate, the democratic election process, is to work as an Election Inspector. Even working just one election provides an unparalleled insight into how every ballot is treated as sacred. The requirements are minimal: just be a registered voter, 18 years or older, living in Michigan (including elected officials, as long as they're not on the ballot in their assigned precinct). Students can also work if they're 16 or 17, and a US citizen living in Michigan. More often than not, first time workers report to us that they "had no idea what went on" and that it's actually pretty fascinating...and even, fun.


Attachments:

Voter Information Flyer

Permanent Absent Voter List Postcard

REV-Up Troy Flyer

Absentee Ballot Envelopes



Voting in Troy

Register • Vote • Work

Get involved in government!

New!

» Pop-Up Clerk's Office | Troy Public Library | Saturday, February 15, 2020 11am-1pm

Register

- » By mail until the 15th day prior to each Election Day
- » In-person from the 14th day prior through Election Day at the City Clerk's Office
- » Requirements to register: US Citizen, 18 years old by the next Election Day

Vote Absentee

- » Anyone can apply for an Absentee Ballot ("No-Reason AV")
- » Register for the Permanent Absentee Voter List (PAV) to get the absentee application automatically mailed to you 75 days before each election
- » City Clerk's Office hours the weekend prior to each Election Day:
Friday until 5pm; Saturday 8am-4pm

Work as an Election Inspector

- » \$12 per hour plus paid training, and bonus for Chairpersons
- » Work with voters in voting precincts or in the Absentee Counting Board in City Hall
- » Any registered voter in Michigan can work as an Election Inspector
- » Students can work if they are 16 or 17, and a US Citizen

For more information, please contact the City Clerk's Office at
248.524.3316 or email clerk@troymi.gov



I WANNA

VOTE

FOR SOMEBODY

Any registered voter can sign up for the Permanent Absentee Voter List!

Being on the List just means we can send you the Absentee Ballot application before each election. You can choose to vote absentee by returning your completed app to us.

Sign up for the PAV now for the November 5, 2019 election!

Visit troymi.gov (click on the homepage link for the PAV List), or call the City Clerk's Office at 248-524-3317.



CITY CLERK'S OFFICE
500 West Big Beaver
Troy, MI 48084



REV-Up Troy

Register • Educate • Vote

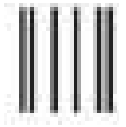
Let's get students
involved in government!



Official absent voter ballot

See instructions inside.

Sample City Elections Department
4321 Franklin Avenue
Sample, MI 44444-1234



RETURN SERVICE REQUESTED



Label/window for
voter's address
(and IMb)

Track your ballot at mi.gov/vote

Contact information



Sample City Elections
4321 Franklin Avenue
Sample, MI 44444-1234



www.samplecity.gov/elections



elections@samplecity.gov



Phone: 111-222-3333

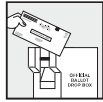


Fax: 111-222-6666



TTY: 1-222-555-1222

How to return your ballot



Return to local clerk's office by 8 p.m. Election Day
Drop off your ballot at your local clerk's office or drop
available) — no postage required.



Return by Mail
Mail your ballot so it is returned by 8 p.m. Election Da

If you make a mistake on your ballot, contact your local c
ballot.



Return envelope Official ballot

To be opened only by the Precinct
or Absent Voter Ballot Counting
Board

Don't forget to sign on the back.

Drop off or mail your ballot
so that it is returned by
8pm on Election Day.

Track your ballot at mi.gov/vote.

Sample City Elections Department
4321 Franklin Avenue
Sample, MI 44444-1234



Sample City
4321 Franklin Avenue
Sample, MI 44444-1234



Did you...

- Sign in the box below in your own handwriting?
- Put your ballot in the envelope?
- Return to local clerk before 8 p.m. on Election Day?

For Clerk's use only

Precinct _____

Return date and time _____ Ballot _____

Signature verified? ☐ Initial: _____

Rejected? ☐ Reason _____

I assert that:

- I am a United States citizen.
- I am qualified and registered to vote at the address listed.
- I am voting in conformity with state election law.
- I marked my ballot and placed it in this envelope without showing it to anyone.
- I am returning my ballot to the clerk's office by delivering it myself or a member of my immediate family or household, or sending it by public postal, express mail, or parcel post service, or other common carrier.

I understand that knowingly making a false statement is a misdemeanor.

Voter, sign here in ink. Power of attorney is not acceptable.

This box must be signed or your vote will not be counted.

Sign
Here

X

Date

If someone assists you or helps you mark your ballot, they must sign and identify themselves.

I assisted the voter who is disabled or unable to mark his/her ballot according to his/her directions and without showing it to another person.

Assistant, sign here

Print name

Print full address

A person who assists an absent voter and knowingly makes a false statement is guilty of a felony.

Keep your ballot secure.

It is a felony for anyone to be in possession of an absent voter ballot except authorized election officials, employees of postal services or other common carriers during the normal course of their job handling mail, a member of the voter's immediate family or household, or someone who the absent voter has asked to return the ballot.



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P-02b

CITY COUNCIL AGENDA ITEM

Date: January 3, 2020

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
Julie Quinlan Dufrane, Assistant City Attorney
Nicole F. MacMillan, Assistant City Attorney

Subject: 4th Quarter 2019 Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the FOURTH quarter of 2019 are in bold.**

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. International Outdoor, Inc. v City of Troy. On February 3, 2017, International Outdoor, Inc. filed this lawsuit in the Federal District Court for the Eastern District of Michigan challenging the constitutionality of the City's sign ordinance. International argues, among other things, that



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CITY COUNCIL AGENDA ITEM

since the City does not require permits for temporary signs or special event signs, the permit requirement to erect a billboard is a content based restriction, allegedly in violation of the 2015 Reed v. Town of Gilbert U.S. Supreme Court case. According to International, the ordinance is unconstitutional and should not have been applied as a basis to deny the permits for its requested billboards. International states it is seeking injunctive and declaratory relief and money damages, but the complaint does not request any specific remedy. However, the case was filed under 42 U.S.C. Section 1983, which allows for the recovery of attorney fees if the plaintiff prevails on any aspect of the case. The lawsuit was assigned to Judge George Caram Steeh. The City filed a motion to dismiss. A hearing on the motion was scheduled for June 26, 2017. On June 30, 2017, the Court entered its order granting in part and denying in part the City's motion to dismiss. The Court granted the City's motion to dismiss Count II of the complaint, which alleged the Sign Ordinance contained content based restrictions imposed without a compelling government interest. However, the Court denied the City's motion as to Count I, which alleged the variance provisions of the Sign Ordinance constituted an unconstitutional prior restraint because it gives the Building Code Board of Appeals unbridled discretion in deciding a variance request. The City filed a motion for reconsideration, which is still pending with the Court. On December 20, 2017, the Court entered its order denying the motion for reconsideration, but clarifying that the Court had not made a final decision on the validity of Troy's Sign Ordinance. The City must now file an answer to Count I of the complaint. The City filed its answer, and the parties are now engaging in discovery. Discovery is continuing. Plaintiffs scheduled depositions of former and select current members of the Building Code Board of Appeals, and the City objected. Plaintiff then filed a motion to compel the depositions, to which the City responded. The Court issued an order stating that there would not be oral argument on the motion, so we are now waiting for the Court's decision concerning these depositions. The Court denied Plaintiff's motion to compel depositions. Plaintiff has now filed a motion for summary judgment, and the City's response is due October 11th. The City filed a response to the motion for summary judgment and a cross motion for summary judgment in favor of the City. A hearing on both the Plaintiff's motion and the City's motion was held on January 16, 2019. On January 18, 2019, the Court issued its opinion and order denying Plaintiff's motion for summary judgment and granting the City's motion for summary judgment. The Court entered a final judgment in the case in favor of the City. Plaintiff has now filed an appeal with United States Court of Appeals for the Sixth Circuit in Cincinnati, Ohio. Plaintiff also filed a motion in the District Court, claiming entitlement to attorney fees based on the Court's rulings, some of which were favorable to the Plaintiff, even though the case was dismissed in favor of the City. The City timely responded to this motion, which is still pending. As required by the Sixth Circuit Court of Appeals, the parties participated in an unfruitful mediation conference call on March 6, 2019. Afterwards, the Sixth Circuit established its appellate briefing schedule, requiring Plaintiff's brief to be filed on or before April 29, 2019, and the City's response is due May 28, 2019. On April 1, 2019, District Court Judge Steeh issued his opinion and order denying the Plaintiff's motion for attorney fees. Plaintiff has filed a second appealing to challenge the denial of attorney fees. On motion of the Plaintiff, the second appeal was consolidated with the initial appeal and the briefing schedule was amended. Plaintiff filed its appellate brief, and the City timely filed its response. The case has been scheduled for oral argument on October 16, 2019 before the U.S. Court of Appeals



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CITY COUNCIL AGENDA ITEM

for the Sixth Circuit in Cincinnati. **The Court heard oral arguments on October 16, 2019, and the parties are now waiting for the Court to issue its opinion.**

2. Crossroads v. City of Troy and City of Troy v. Troy Building Code Board of Appeals. Plaintiff filed this lawsuit against the City, challenging the City's sign ordinance and also the City's sign moratorium. Plaintiff argues that three billboard sign permits were improperly rescinded as a result of the moratorium. The City has filed an answer and affirmative defenses. A scheduling conference was held on October 22, 2018. The Plaintiff filed a motion for partial summary judgment on one count of its 3 count complaint and the City filed a response. On January 17, 2019, Assigned Eastern District of Michigan Judge George Caram Steeh entertained arguments on the motion for partial summary judgment. On January 22, 2019, the Court entered its order denying Plaintiff's motion for partial summary judgment and granting the City's request to dismiss Count III of the complaint. Count III was dismissed on the basis the Plaintiff failed to exhaust its administrative remedies by failing to appeal the decision of the City's Zoning and Compliance Specialist to suspend the sign permits to the Building Code Board of Appeals. The parties are now engaging in discovery on the remaining two counts. In June 2019, Plaintiff filed an appeal with the Building Code Board of Appeals challenging the decision of the City's Zoning and Compliance Specialist suspending the sign permits. On September 4, 2019, the Building Code Board of Appeals granted the Plaintiff's application and reversed the decision to suspend the sign permits on the basis the language of the moratorium was not applicable to the three signs in question because the permits had already been issued. On September 25, 2019, the City filed an appeal from the Building Code Board of Appeals decision with the Oakland County Circuit Court. The appeal was assigned to Judge Hala Jarbou. In light of this appeal, the Court entered a stipulated order adjourning the scheduled court dates. **The City's appellate brief in the Oakland County Circuit Court case was filed on December 23, 2019.**

C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

There are no pending eminent domain cases for this quarter.

D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.



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CITY COUNCIL AGENDA ITEM

1. Adam Community Center v. City of Troy et. al. and U.S. v. City of Troy- Plaintiff filed this lawsuit against the City of Troy, the Troy City Council, the Troy Planning Commission, the Troy Zoning Board of Appeals, and each of the individual members of the Troy Zoning Board of Appeals, challenging the ZBA denial of significant variance requests for the property at 3565 Rochester Road. Plaintiff needed these variances to have a place of worship, plus a library, gym, and banquet center. Plaintiff's eleven count complaint argues that the City of Troy, the Troy City Council and the Troy Planning Commission, as the entities responsible for Troy's zoning ordinance, violated ADAM's Constitutional First and Fourteenth Amendment rights (Exercise of Religion, Freedom of Speech and Freedom of Assembly), ADAM's Fifth Amendment Rights, the Religious Land Use and Institutionalized Persons Act (RLUIPA), and also ADAM's Michigan Constitutional Rights. ADAM argues that there is no other Islamic house of worship in the City, and therefore the City and/or the Defendants violated their First Amendment Rights and RLUIPA. Plaintiff's lawsuit also alleges that the City and the individual ZBA members engaged in discrimination in denying ADAM's variance requests. Plaintiff also asserts that there were procedural irregularities at the June 19, 2018 public hearing which allegedly entitle ADAM to injunctive and declaratory relief, as well as compensatory and punitive damages. Specifically, ADAM is seeking a Court order overriding the ZBA's variance denials and the City's zoning regulations for churches, plus damages. The City filed a motion to dismiss as its first responsive pleading, seeking dismissal of the entire case, and/or dismissal of some of the claims and defendants. On March 12, 2019, the Court entertained oral argument on the motion, and the parties are now waiting for a written decision from U.S. District Court Judge Nancy Edmunds, who is the presiding judge for this case. On April 4, 2019, the Court granted in part and denied in part the City's Motion for Dismissal. Plaintiff's state law claims were dismissed by Court order. The case is now proceeding through discovery. On September 19, 2019, the United States of America filed a lawsuit against the City in the United States District Court for the Eastern District of Michigan alleging RLUIPA violations. In its complaint, the United States claims it is basing its claim on the City's treatment of Adam Community Center in its effort to establish a place of worship in the City. The U.S. is seeking injunctive and declaratory relief. The case was assigned to Federal District Court Judge Paul Borman, **and then consolidated with the ADAM case, handled by Judge Nancy Edmunds. The Court scheduled a settlement conference for the two consolidated cases for December 17, 2019. On October 16, 2019 and October 21, 2019, two of the individual ZBA members were dismissed from the case with Plaintiff's consent. Motions to dismiss the remaining individual ZBA members were filed on November 25, 2019 and November 26, 2019, and the Court scheduled its hearing on the summary judgment motions for January 15, 2020.**

E. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental



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CITY COUNCIL AGENDA ITEM

immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. Barnwell v. City of Troy et al. This suit was filed in Oakland County Circuit Court, and assigned to Judge Phyllis McMillen. Troy is one of several municipalities to be sued as a result of the massive rainstorm that occurred on August 11, 2014. Plaintiffs have asked for a class action certification to allow all Troy persons damaged by flooding to also make claims. In this lawsuit, the named Defendants are Troy and the Oakland County Water Resources Commissioner (and especially the George W. Kuhn Retention facility (GWK RTF). This lawsuit is very similar to lawsuits filed against Royal Oak, Madison Heights, Clawson, Oak Park, Hazel Park, Berkley, Huntington Woods, Ferndale, and Pleasant Ridge. The City filed a timely answer to the complaint, and the case is now in the discovery phase. The Court has issued a discovery order, governing all of the currently pending Oakland County flooding cases. The parties are currently engaging in the discovery process. This case is still in the discovery phase. The first phase of discovery is complete, and the City has reviewed all notice of claims. The Court has set a deadline for raising any legal issues about the claims that cannot be resolved prior to that time. After the latest status conference, the Court issued a scheduling order, setting deadlines for the parties to file motions concerning notices of claims. On November 2, 2018, the Court heard oral argument on a motion filed by Oakland County challenging the notice of claims. On November 20, 2018, the Court filed an opinion and order, denying Oakland County's Motion. On December 7, 2018, Oakland County filed a claim of appeal, which is pending. Oakland County's appeal is still pending, but the parties are also exploring facilitation of the case, as required by the Court's order staying the proceedings. The parties have scheduled a facilitation starting September 16, 2019. The City participated in the facilitation, which did not resolve the claims. **Although Troy's case is stayed at this time, the Court held a conference on December 10, 2019 for all attorneys on a companion case involving most of the other municipal defendants.**
2. Tschirhart v. Troy- Plaintiff filed this wrongful death lawsuit against the City, claiming that the City and individual City employees and contractors were responsible for the drowning death of Plaintiff's son, Shaun Tschirhart, at the Community Center pool on April 15, 2015. Shaun was a swimming in the pool that day as part of a Friendship Club activity, and unfortunately suffered a seizure while swimming. Plaintiff's complaint alleges gross negligence, and an alleged failure to properly screen, train, and supervise City employees. The case is assigned to Oakland County Circuit Court Judge Daniel O'Brien. As its first responsive pleading, the City filed a motion for dismissal, arguing that Plaintiff had failed to assert a viable claim against the City. This motion is pending before the Court. The Court denied the City's motion, and the City immediately filed a claim of appeal with the Michigan Court of Appeals, challenging the denial of governmental immunity. A timely brief on appeal will be filed once the Court issues a briefing schedule. The City's brief on appeal is due February 7, 2019. A timely brief on appeal was filed by the City of Troy Defendants. Plaintiff's brief on appeal is expected to be filed by



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April 12, 2019. The briefs have been submitted, and the parties are waiting for the Court to schedule oral argument. **Oral argument was held on December 6, 2019 in the Court of Appeals. On December 17, 2019, the Court issued an Opinion and Order reversing the trial court's decision, agreeing with the City that summary disposition should have been granted to the City of Troy and the individually named Troy defendants. The Court, however, remanded the case to the trial court, allowing Plaintiff an opportunity to seek leave to amend her Complaint.**

3. Adams v City of Troy, et al – Plaintiff Adams filed this two count Complaint alleging negligence under the motor vehicle exception to governmental immunity, and gross negligence against the City and one of its police officers stemming from an automobile accident that occurred on August 16, 2016. Mr. Adams was driving in the center turn lane of eastbound Maple Road when the police officer was dispatched to locate a vehicle fleeing from the scene of a retail fraud. The police officer, who was also traveling eastbound on Maple Road, was attempting to make a U-turn when the vehicles collided. Plaintiff's improper use of the center turn lane was determined to be a contributing factor to the accident. The case is assigned to the Honorable Judge Rae Lee Chabot in Oakland County Circuit Court. A timely Answer to the Complaint has been filed on behalf of the City defendants, and the parties are engaged in the discovery process. The parties continue to be engaged in discovery. The parties have scheduled depositions in this case. The Court has also extended the Court deadlines, based on requests by the parties. The parties are continuing with discovery. **This case proceeded to court ordered facilitation on December 10, 2019. The parties are considering whether to accept or reject the award. If the case is not resolved, trial is scheduled to begin on March 2, 2020.**
4. Cioroiu v. City of Troy – Plaintiff's mother, acting as next of friend, has filed a Complaint against the City of Troy alleging negligent maintenance of a sidewalk at/near Big Beaver and Livernois. The claim stems from an incident that occurred on May 26, 2018, where Plaintiff alleges that he flipped his bike as a result of a discontinuity in the sidewalk. Plaintiff alleges that he fractured his clavicle and suffered kidney pain. The case is assigned to Judge Hala Jarbou in Oakland County Circuit Court. The parties have commenced the discovery process. The parties have completed depositions in this case. The City filed a motion for summary disposition, requesting that the Court dismiss the case under the open and obvious doctrine. It is scheduled for hearing on October 9, 2019. **The Court granted the City's Motion for Summary Disposition under the open and obvious doctrine, and dismissed the case. Plaintiff subsequently filed an appeal with the Michigan Court of Appeals.**

F. MISCELLANEOUS CASES

1. Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy – The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the



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date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan's Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not "reasonably related to the cost of building department services," as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any "surplus" building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. Appellant's brief is expected to be filed soon. The parties timely filed their appellate briefs, and are now waiting for the Court of Appeals to schedule a date for oral argument. The Court of Appeals has not yet scheduled oral argument for this case. The parties are still waiting for a date for oral argument. Oral argument was held on March 4, 2014. On March 13, 2014, the Court of Appeals issued its opinion ruling in the City's favor and affirming the Circuit Court's decision dismissing the case. On April 23, 2014, Plaintiff Home Builders filed an Application for Leave to Appeal with the Michigan Supreme Court. Troy's response was filed on May 19, 2014. The Michigan Supreme Court considered the application for leave to appeal and ordered that the matter be scheduled for oral argument. The Court also permitted the parties to submit supplemental briefs, which are due October 29, 2014. The City timely filed its supplemental brief with the Michigan Supreme Court. The parties are now waiting for the Court to set a date for oral argument on the application. The Michigan Supreme Court entertained oral arguments on the application for leave to appeal on March 11, 2015. On June 4, 2015, the Michigan Supreme Court reversed the decisions of the Court of Appeals and the Circuit Court and ruled there was no requirement for Plaintiffs to exhaust their administrative remedies. The case was remanded to Circuit Court for further proceedings. A status conference was held on June 18, 2015 with Judge Kumar. During the status conference, Judge Kumar scheduled a hearing for September 2, 2015, allowing the parties to address the issues that were previously raised in the motion for



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summary disposition but were not decided since the case was initially dismissed for failure to exhaust administrative remedies. At the hearing on September 2, 2015, Judge Kumar allowed Plaintiffs to request additional discovery within 30 days. Thereafter, both parties are allowed to file supplemental briefs. Supplemental briefs have been filed and we are awaiting a decision. On February 5, 2015, Judge Kumar issued her opinion and order ruling in favor of the City and dismissing the case. Plaintiffs filed a Claim of Appeal with the Michigan Court of Appeals on February 23, 2016. The Plaintiffs and the City have both filed appellate briefs. Based on our request, the Michigan Municipal League Legal Defense Fund, Public Corporations Section of the State Bar of Michigan, Michigan Townships Association and also Safe Built have filed a motion asking for permission to file amicus briefs supporting the City's position. The Michigan Association of Realtors has sought permission to file an amicus brief supporting Plaintiffs' position. The Plaintiffs filed a reply brief. We are waiting for the Court of Appeals to rule on the motions for amicus briefs and to schedule a date for oral argument. Oral argument has not yet been scheduled. The parties presented oral arguments on September 7, 2017. On September 28, 2017, the Court of Appeals entered a two to one decision affirming the Circuit Court's grant of summary disposition in favor of the City. The Plaintiffs have filed an application for leave to appeal to the Michigan Supreme Court. The City timely filed an answer to the application. Additionally, the Michigan Municipal League's Legal Defense Fund, the Government Law Section of the State Bar of Michigan, and the Michigan Townships Association filed a motion to file an amicus curiae brief with the Supreme Court, supporting the City's position and asking for a denial of the application for leave to appeal. The Court granted the request for MML's amicus brief on January 5, 2018, and the brief was accepted for filing. The Michigan Realtor's Association filed a motion to file an amicus brief on behalf of Plaintiff Home Builders on February 23, 2018. On June 20, 2018, the Michigan Supreme Court entered an order granting the Michigan Realtor's Association's motion to file a brief amicus curiae. The Court also ordered that oral arguments be scheduled on Plaintiff's application for leave to appeal, and established a schedule for submitting supplemental written briefs. The Court accepted an amicus brief from the Michigan Health and Hospital Association and the Michigan Society of Association Executives, which was drafted by the attorney representing the Home Builders. The parties are now waiting for the Supreme Court to schedule oral argument. On December 19, 2018, the Michigan Manufacturers Association filed a motion to file a brief amicus curiae, and attached its proposed brief to the motion. On December 21, 2018, the Supreme Court granted the motion and accepted the brief that was submitted on December 19, 2018 for filing. The Michigan Supreme Court presided over the oral argument on March 7, 2019. After oral argument, the Court granted a motion to file a late amicus curiae brief. The City filed a response seeking to address the arguments raised in that brief and attached a proposed response. On April 5, 2019, the Court granted the City's motion to file a response to the amicus curiae brief and accepted the City's response for filing. The parties are now waiting for the Supreme Court to issue its opinion. On July 11, 2019, the Michigan Supreme Court entered its decision holding that the use of the revenue generated by the City's building inspection fees to pay the Building Department's budgetary shortfalls in previous year's violates the State Construction Code Act. The Court reversed the decisions of the Court of Appeals and the Circuit Court and remanded the case back to the Circuit Court for further proceedings. On remand the City can still present evidence to justify the retention of a portion



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of the fees. **The Court permitted additional discovery, as requested by Plaintiff, and the City has responded to the numerous discovery requests.**

2. Roumayah Consulting, LLC and Kevin Roumayah v City of Troy. Plaintiff Roumayah LLC is the master tenant for property at 33611 Dequindre Road in Troy that it subleases for use by caregivers registered under the Michigan Medical Marihuana Act (MMMA) to cultivate medical marihuana. Plaintiff Kevin Roumayah is a registered caregiver under MMMA and uses one of the suites at 33611 for a medical marihuana grow operation. The Plaintiffs filed a lawsuit in Oakland County Circuit Court challenging the validity of the City of Troy Medical Marihuana Grow Operation License Ordinance, Chapter 104 that went into effect May 3, 2018. Plaintiffs claim they are entitled to injunctive relief because: 1) the ordinance is a zoning ordinance that was not adopted in accordance with the Michigan Zoning Enabling Act (MZEa); 2) the Plaintiffs have a valid nonconforming use under the MZEa; 3) the ordinance results in a taking of Plaintiffs property without just compensation and due process; 5) the ordinance deprives Plaintiffs of equal protection under the law; and 6) the ordinance is invalid because it is preempted by the MMMA. The Plaintiffs are seeking a declaratory judgment that the ordinance is invalid and an injunction to preclude enforcement of the ordinance. The case was assigned to Oakland County Circuit Court Judge Leo Bowman. Plaintiffs' request for a temporary restraining order and/or preliminary injunction was denied by the Court on June 13, 2018. The case is now in the discovery phase. During the pendency of this case, the Michigan Court of Appeals issued an opinion in a separate case that directly addressed the issue of whether a municipal ordinance is preempted by the MMMA. That case was appealed to the Michigan Supreme Court. The Supreme Court's decision on that appeal will have a direct impact on the outcome of this case. Thus, the Plaintiff and the City stipulated to a stay of proceedings pending the outcome of the appeal to the Michigan Supreme Court. On December 12, 2018, Judge Bowman issued an order to stay the proceedings. On January 23, 2019, the Michigan Supreme Court granted the township's application for leave to appeal in the other case, as mentioned above, so the Supreme Court will likely determine whether a municipal ordinance is preempted by the MMMA. The parties are still waiting for the Michigan Supreme Court to issue its decision in the Byron Township case. The oral argument in the Byron Township case was scheduled for October 3, 2019. **The Supreme Court has not yet issued its opinion in this case.**
3. Ryan Wolf v. City of Troy. Terminated City employee Ryan Wolf filed this lawsuit against the City, arguing that he was discharged in violation of the Whistleblower's Protection Act. Wolf argues that he was terminated as a result of his participation in a secret Open Meetings Act investigation initiated by Brian Kischnick. Wolf asserts that he was instructed not to tell anyone else about his work and his involvement, which would be contrary to City policy and procedure. Although not authorized, Wolf accessed the City's restricted closed circuit TV security camera system through another employee's locked office. Afterwards, he admitted to his behavior when it was clear that City Administration was investigating unauthorized access to the system. On review, there was insubstantial evidence to demonstrate any potential Open Meetings Act violation. This case is being handled by legal counsel assigned by our insurance carrier. It is assigned to Oakland County Circuit Court Judge Cheryl Matthews. The City timely filed its answer to the Complaint, and is responding to discovery requests. Discovery is



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continuing. The parties exchanged answers to interrogatories. The parties participated in a facilitation of this case on June 28, 2019. As a result of the facilitation, the City approved a settlement and release, but it was not approved by Plaintiff. The City filed a Motion for Summary Disposition, which is scheduled for hearing on October 9, 2019. **The Court denied the Motion for Summary Disposition, and the parties therefore prepared for trial. The parties mutually agreed to a settlement of this case, which was dismissed on December 23, 2019.**

4. **Hughes v. City of Troy.** Plaintiff filed this claim and delivery lawsuit, seeking a return of jewelry that was taken from his home as part of a task force operation. The jewelry was taken under the forfeiture laws. Plaintiff was indicted for possession with intent to distribute cocaine, possession of a firearm during and in relation to a drug trafficking crime, felon in possession of a firearm, and possession of a stolen firearm. These criminal matters are still pending in federal court. **As its first responsive pleading, the City filed a Motion for Summary Disposition.**
5. **Billings v City of Troy.** Plaintiff filed this claim and delivery action in the 52-4 District Court seeking return of a handgun and ammunition seized when Plaintiff was arrested for unlawfully carrying a concealed weapon. The case was assigned to Judge McGinnis. The City filed an answer to the complaint and a response to the motion for immediate possession. Before the hearing date, the Oakland County Prosecutor's Office dismissed the pending criminal charges. On October 30, 2019, a consent judgment was entered allowing for the return of the firearm. This case is now concluded.
6. **Farr v City of Troy.** Plaintiff filed this claim and delivery action in the 52-4 District Court seeking return of firearms that were seized by the Troy Police in accordance with a bond condition set by the court after Plaintiff was arrested for domestic assault. The case was assigned to Judge Hartig. The City filed an answer to the complaint and a response to the motion for immediate possession. Prior to the hearing on Plaintiff's motion for immediate possession, the parties negotiated a resolution and a consent judgment was entered allowing for return of the firearms to Plaintiff. This case is now concluded.
7. **Thomas Darling v. City of Troy.** Plaintiff Thomas Darling filed this Whistleblower lawsuit against the City of Troy on October 10, 2019. It is assigned to Oakland County Circuit Court Judge Daniel P. O'Brien. Darling was the City's former finance director, and was terminated on July 15, 2019. He argues that his termination resulted from his participation in the 2016 Craig Lange investigation of Brian Kischnick and his assistance with the Plante & Moran forensic engagement. This case will be primarily handled by outside labor counsel/ insurance counsel. The City timely filed its answer to the complaint.
8. **Cosovic v City of Troy.** Plaintiff filed this claim and delivery action in the 52-4 District Court seeking return of two knives that were seized when the Troy Police responded to a complaint that the Plaintiff was acting unusual and scaring customers at a hotel. The officers were concerned the Plaintiff was mentally unstable and took his knives for the protection of the community as well as the Plaintiff himself. The case was assigned to



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Judge Hartig. The City filed an answer to the complaint and a response to the motion for immediate possession. On December 18, 2019, the Court entered a consent order allowing return of the property to a third party. This case is now concluded.

- 9. Troutman v City of Troy. Plaintiff filed this claim and delivery action in the 52-4 District Court seeking return of a handgun seized when Plaintiff was arrested for unlawfully carrying a concealed weapon. The case was assigned to Judge McGinnis. The City filed an answer to the complaint and is awaiting a court date.**

G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in an ordinance prosecution case.

- 1. Blaszczak v. Troy- Mr. Blaszczak appealed the District Court's decision after a formal hearing, finding him responsible for a speeding civil infraction. The appeal was assigned to Oakland County Judge Hala Jarbou. Mr. Blaszczak's appellate brief was filed on December 26, 2019, and the City will timely file its response brief.**

H. ADMINISTRATIVE PROCEEDINGS

There are no pending administrative proceedings at this time.

If you have any questions concerning these cases, please let us know.



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• www.troypeopleconcerned.org • tpctohelp@spcglobal.net

December 10, 2018

Troy Fire Department, Station 6
Attn: Morris Shapiro
5901 Coolidge Highway
Troy, MI 48098

Dear Morris,

On behalf of the Board of Directors, staff, and clients of Troy People Concerned, we would like to sincerely thank you for your kindness and generosity in giving a wonderful "Shop With a Firefighter" holiday party for the children. You, your fellow fire fighter volunteers and their families did an amazing job. Everything was very well organized and went smoothly. The children had a merry time shopping for their families, wrapping gifts, making crafts and enjoying pizza and donuts for lunch.

We were happy to help with the party preparations and lend helping hands the day of the party. It was delightful to see all of the glowing faces. The parents were appreciative and thanked us for inviting their children.

We are most grateful to you and Troy Fire Department Station 6 for hosting the "Shop With a Firefighter" event for the children of Troy families in need of a little extra help this Holiday Season.

Sincerely,

Anne Mohr,
Administrative Assistant

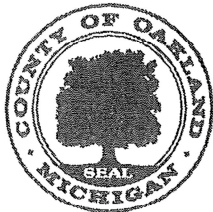
c: Chief Dave Roberts

Vision

Troy People Concerned connects the community to provide a helping hand in times of need.

Mission

Troy People Concerned is a service organization supporting Troy residents in times of need with assistance, information and referral.



OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD

ELECTIONS DIVISION

LISA BROWN
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA
DIRECTOR OF ELECTIONS

January 2, 2020

To Whom It May Concern:

Enclosed please find your certified copy(s) of the Miscellaneous Resolution(s) adopted by the Oakland County Board of Commissioners on December 12, 2019.

Please forward the Miscellaneous Resolution(s) to the appropriate person(s). Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph J. Rozell".

Joseph J. Rozell, CERA
Director of Elections
County of Oakland

ADMINISTRATIVE OFFICE
1200 N. TELEGRAPH RD., DEPT. 415
PONTIAC, MICHIGAN 48341-0415
(248) 858-0561
CLERK@OAKGOV.COM

ELECTIONS DIVISION
1200 N. TELEGRAPH RD., DEPT. 417
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LEGAL & VITAL RECORDS
1200 N. TELEGRAPH RD., DEPT. 413
PONTIAC, MICHIGAN 48341-0413
(248) 858-0581
CLERKLEGAL@OAKGOV.COM

REGISTER OF DEEDS
1200 N. TELEGRAPH RD., DEPT. 480
PONTIAC, MICHIGAN 48341-0480
(248) 858-0605
DEEDS@OAKGOV.COM

REPORT (MISC. #19385)

December 12, 2019

BY: Nancy Quarles, Chairperson, Legislative Affairs and Government Operations Committee

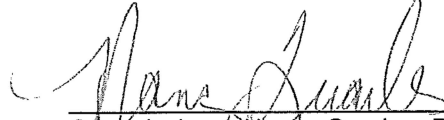
**IN RE: MR #19385 – BOARD OF COMMISSIONERS – SUPPORT FOR THE HOUSE BILL 5229,
REVISING THE MUNICIPAL PARTNERSHIP ACT**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The Legislative Affairs and Government Operations Committee, having reviewed the above-referenced resolution on December 2, 2019, reports with the recommendation that the resolution be adopted.

Chairperson, on behalf of the Legislative Affairs and Government Operations Committee, I move acceptance of the foregoing report.



Commissioner Nancy Quarles, District #17
Legislative Affairs and Government Operations
Committee

LEGISLATIVE AFFAIRS AND GOVERNMENT OPERATIONS COMMITTEE VOTE:

Motion carried on a roll call vote with Taub voting no and Gingell absent.

MISCELLANEOUS RESOLUTION #19385

BY: Commissioner David T. Woodward, District #19

IN RE: BOARD OF COMMISSIONERS – SUPPORT FOR HOUSE BILL 5229, REVISING THE MUNICIPAL PARTNERSHIP ACT

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS House Bill 5229, sponsored by Rep. Jason Sheppard (R-Temperance), amends the Municipal Partnership Act (MPA); and

WHEREAS the Municipal Partnership Act (MPA), PA 258, was enacted in 2011 to allow greater regional cooperation between local governments (counties, cities, townships, and villages) to foster more efficient and effective service delivery; and

WHEREAS with voter approval, municipal partnerships can levy millages to fund specific operations; and

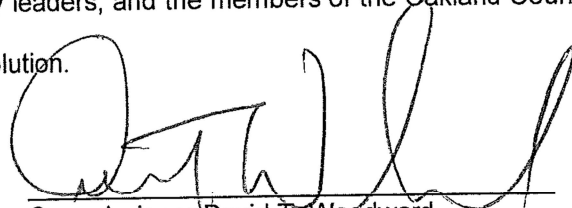
WHEREAS revising the MPA will create a foundation for Oakland, Wayne, Washtenaw counties to create a three-county regional transit plan; and

WHEREAS the proposed amendments in HB 5229 state that approval for a municipal partnership be by majority vote within each participating jurisdiction, any taxes levied by a joint endeavor for transportation purposes must not be captured by any other governmental entity for alternate purposes, and it exempts municipal partnerships from millage caps in the same way as other regional initiatives, such as the DIA and Zoo authorities, are exempt.


NOW THEREFORE IT BE RESOLVED that the Oakland County Board of Commissioners expresses its support for House Bill 5229.

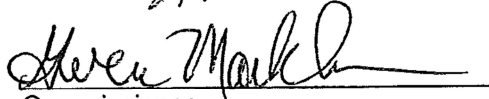
BE IT FURTHER RESOLVED that the Oakland County Clerk/Register of Deeds is requested to forward copies of this adopted resolution to all Oakland County cities, villages, and townships, the Governor of the State of Michigan, the members of the Michigan congressional delegation, the State House Speaker and Minority leader, the State Senate Majority and Minority leaders, and the members of the Oakland County delegation to the Michigan Legislature.

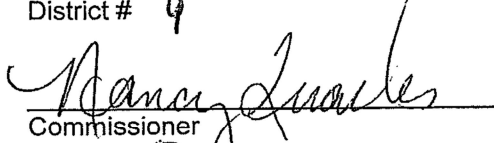
Chairperson, I move the adoption of the foregoing resolution.

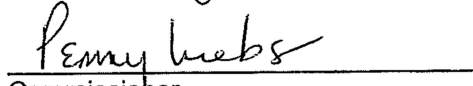


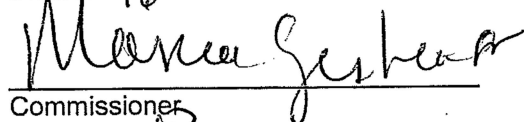
Commissioner David T. Woodward
District #19


Commissioner
District # 4


Commissioner
District # 9


Commissioner
District # 17


Commissioner
District # 16


Commissioner
District # 13

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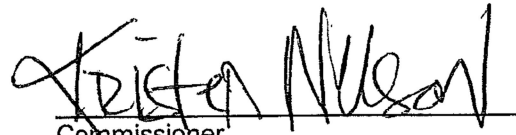
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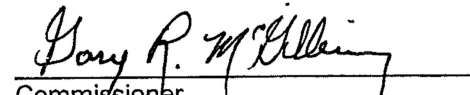
Commissioner
District #


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Commissioner
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Resolution #19385

November 20, 2019

The Vice-Chairperson referred the resolution to the Legislative Affairs and Government Operations Committee. There were no objections.

Resolution #19385

December 12, 2019

Moved by Quarles seconded by Zack the resolution be adopted.

Moved by Quarles seconded by Zack the Legislative Affairs and Government Operations Committee Report be accepted.

A sufficient majority having voted in favor, the report was accepted.

Discussion followed.

Moved by Kowall seconded by Weipert the resolution be amended as follows:
Inserting the following language after the NOW THEREFORE BE IT RESOLVED:

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners recommends that a two-thirds (2/3) majority vote by those members present of the Board of Commissioners be required for the passage of any ballot questions that result from this legislation.

Discussion followed.

Vote on amendment:

AYES: Taub, Weipert, Hoffman, Kowall, Kuhn, Long, Middleton. (7)

NAYS: Quarles, Woodward, Zack, Gershenson, Jackson, Luebs, Markham, McGillivray, Miller, Nelson, Powell. (11)

A sufficient majority not having voted in favor, the amendment failed.

Vote on resolution:

AYES: Woodward, Zack, Gershenson, Jackson, Luebs, Markham, McGillivray, Miller, Nelson, Powell, Quarles. (11)

NAYS: Taub, Weipert, Hoffman, Kowall, Kuhn, Long, Middleton. (7)

A sufficient majority having voted in favor, the resolution, as presented, was adopted.


I HEREBY APPROVE THE FOREGOING RESOLUTION
ACTING PURSUANT TO 1973 PA 139

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on December 12, 2019, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan this 12th day of December, 2019.


Lisa Brown, Oakland County